

EXHIBIT A

RECEIVED
SEP 13 2012
SC Court of Appeals

LICENSE AND CERTIFICATE FOR MARRIAGE
STATE OF SOUTH CAROLINA

207020

AIKEN

LICENSE NUMBER

COUNTY

GROOM-NAME (FIRST) (MIDDLE) (LAST)			BIRTHDATE (MONTH, DAY, YEAR)		AGE
(1) JAMES BROWN			(2a) MAY 3, 1933		(2b) 68
BIRTHPLACE (State or foreign country)		RACE	RESIDENCE (Street and Number)		
(3) SOUTH CAROLINA		(4) BLACK	(5a) 430 DOUGLAS DRIVE		
CITY, TOWN OR LOCATION		COUNTY	STATE	NO. OF THIS MARRIAGE (1st, 2nd, etc.)	
(5b) BEECH ISLAND		(5c) AIKEN	(5d) SOUTH CAROLINA	(6) 4	
BRIDE-NAME (FIRST) (MIDDLE) (LAST)			BIRTHDATE (MONTH, DAY, YEAR)		AGE
(7) TOMMIE RAE HYNIE			(8a) MAY 21, 1969		(8b) 32
BIRTHPLACE (State or foreign country)		RACE	RESIDENCE (Street and Number)		
(9) NEVADA		(10) WHITE	(11a) 430 DOUGLAS DRIVE		
CITY, TOWN OR LOCATION		COUNTY	STATE	NO. OF THIS MARRIAGE (1st, 2nd, etc.)	
(11b) BEECH ISLAND		(11c) AIKEN	(11d) SOUTH CAROLINA	(12) 1	
MAIDEN NAME OF BRIDE (If Different From Above)					
(13)					

Application for a license was filed with this court at 3:15p M., on the 10 day of DECEMBER, 2001. These are, therefore, to authorize any person qualified to perform marriage ceremonies to perform the marriage ceremony for the persons above named and for the so doing this shall be sufficient warrant. Given under my hand and seal at 3:20 P.M., this the 11th day of December, A.D. 2001.

[Signature]
Signature of Issuing Officer

JUDGE OF PROBATE

Title of Issuing Officer

GROOM-Signature	BRIDE-Signature
(14) <i>[Signature]</i>	(15) <i>[Signature]</i>
I certify that the above named persons were married on	Place of Marriage
(16) <u>December 14</u> (MONTH) (DAY) (YEAR) <u>2001</u>	(17) <u>Beech Island Aiken</u> (CITY) (COUNTY) SOUTH CAROLINA
OFFICIANT-Signature	OFFICIANT-TITLE
(18a) <u>Rev. Larry Fryer</u>	(18b) <u>Rev. Larry Fryer</u>
OFFICIANT-Residing Address	
(18c) <u>1115-6th Avenue, Augusta, Georgia 30901</u>	

STATE OF SOUTH CAROLINA
COUNTY OF AIKEN
I, J. J. Richard, Clerk of Court of Common Pleas and General Sessions for Aiken County, South Carolina do hereby certify that the foregoing constitutes a true and correct copy of the original documents which have been filed in my office. This

JHEC 0681 (12/1998)

PROBATE JUDGE

MAR 16 2007



FILED
AIKEN COUNTY
MAY 06 2004
4:55p
CLERK OF COURT

[Signature]
Deputy Clerk
CCCCP & G. S., Aiken County, S.C.
[Signature]

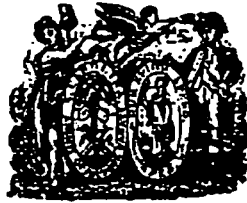
STATE OF SOUTH CAROLINA
COUNTY OF AIKEN

THIS IS TO CERTIFY THAT THE FOREGOING IS A TRUE AND CORRECT COPY OF THE ORIGINAL ON FILE IN THIS COURT WITH MY HAND AND SEAL OF THE COURT THIS THE

10th DAY OF March A.D. 2004

[Signature]
JUDGE OF PROBATE FOR AIKEN COUNTY, S.C.
BY *[Signature]*
CLERK

Marriage



Certificate

LICENSE NO. 207020

STATE OF SOUTH CAROLINA,
AIKEN COUNTY

PROBATE COURT

To Whom It May Concern:

THIS IS TO CERTIFY, That on the 14th day of DECEMBER, 2001

at BEECH ISLAND in Aiken County, State of South Carolina,

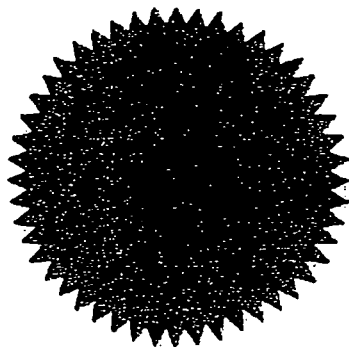
<u>JAMES BROWN</u>	<u>BEECH ISLAND, SC</u>	<u>68</u>	and
MAN'S NAME	ADDRESS	AGE	

<u>TOMMIE RAE HYNIE</u>	<u>BEECH ISLAND, SC</u>	<u>32</u>
WOMAN'S NAME	ADDRESS	AGE

were united in the Bonds of Matrimony by LARRY FRYER

MINISTER in accordance with the law of South Carolina,
OFFICIAL TITLE

in such cases made and provided, and as shown by the records of this Court that the information
given is that their race is BLACK/WHITE and their Nationality is American.



Witness my Hand and Seal of said Court, this
the 8th day of JANUARY, 2003

A TRUE COPY

Attest: [Signature]
JUDGE OF PROBATE

EXHIBIT B



Paternity Screening Report

Case Number: ZG200811764

4/18/2008

Relationship
Alleged Father
Child

Party*
James Brown
James Brown II

Race
African American

Genetic Identity
895 Country Club Road
Suite C250
Eugene, OR 97401
Phone: (541) 688-4988

Paternity Experts
P.O. Box 40787
Eugene, OR 97404
Phone: (541) 688-4988
Fax: (541) 461-3810

DNA ANALYSIS RESULTS: Allele and number of repeats

Alleles	Child	Alleged Father	Paternity Index
	PE11764C: Marro W	PE11764AF	
CSF1PO	10, 12	11, 12	0.762
D2S1338	21, 22	17, 21	9.690
D3S1358	15, 16	14, 16	1.097
D5S818	12, 13	11, 13	1.616
D7S820	9, 12	10, 12	1.694
D8S1179	12, 15	14, 15	2.528
D13S317	12, 13	13, 14	2.238
D16S539	13, 13	11, 13	2.983
D18S51	12, 12	12, 15	3.697
D19S433	12.2, 14	12.2, 13	19.231
D21S11	29, 30	29, 29	2.441
FGA	23, 24	23, 23	3.292
THO1	9, 9	7, 9	3.088
TPOX	8, 8	8, 8	1.876
vWA	15, 18	15, 18	3.320
Amelogenin	X, Y	X, Y	Male (XY), Female (XX)

Combined Paternity Index: 4,003,314
Probability of Paternity: 99.999975%

Conclusion:
The alleged father cannot be excluded as the biological father of the child since they share genetic markers. Based on the results obtained from the analysis of the alleles, CSF1PO, D2S1338, D3S1358, D5S818, D7S820, D8S1179, D13S317, D16S539, D18S51, D19S433, D21S11, FGA, THO1, TPOX, vWA and Amelogenin, the probability of paternity is 99.999975% (prior probability = 0.5) as compared to an untested, unrelated man of the African American population.

*Note: The samples were not collected according to AABB guidelines and the laboratory cannot verify the origin of the DNA samples.

Robert M. Archer, Ph.D.
Chief Scientific Officer

EXHIBIT C

▲
LIFT TO OPEN

09-75-537-00

IMPORTANT: TAX INFORMATION ENCLOSED

**KEEP THIS FORM FOR PROOF OF SOCIAL SECURITY BENEFITS
NEED TO CONTACT SOCIAL SECURITY? CALL 1-800-772-1213!
OR
VISIT OUR WEBSITE WWW.SOCIALSECURITY.GOV**

0854820211-426482021

♻️ Printed on recycled paper

U.S. GOVERNMENT PRINTING OFFICE: 2007-330-030-560/500



Form SSA-1099-SM (1-2007)

|||||
TOMMIE RAE BROWN FOR
JAMES J BROWN II
430 DOUGLAS DRIVE
BEECH ISLAND SC 29842-7626

OFFICIAL BUSINESS
PENALTY FOR PRIVATE USE, \$300

SOCIAL SECURITY ADMINISTRATION
SOUTHEASTERN PROGRAM SERVICE CENTER
2001 12TH AVE NORTH
BIRMINGHAM AL 35285-0001

C
M07
0

PRESORTED
FIRST-CLASS MAIL
POSTAGE AND FEES PAID
SOCIAL SECURITY
ADMINISTRATION
PERMIT NO. G-11

FACTS ABOUT YOUR 2006 SOCIAL SECURITY BENEFIT STATEMENT

Notice 703

(Rev. September 2006)



**Department of the Treasury
Internal Revenue Service**

Read This To See If Your Social Security Benefits May Be Taxable

If your social security and/or SSI (supplemental security income) benefits were your only source of income for 2006, you probably

will not have to file a federal income tax return.

Fill in lines A through E below to see if any of your benefits may be taxable for 2006.

Note. If you plan to file a joint income tax return, include your spouse's amounts, if any, on lines A, C, and D below.

A Enter the total amount from box 5 of all your Forms SSA-1099	A _____	
B Enter one-half of the amount on line A		B _____
C Enter your total income that is taxable, such as pensions, wages, interest, ordinary dividends, and capital gain distributions. Do not reduce your income by any items such as student loan interest deduction, the standard deduction (or itemized deductions), or exemptions		C _____
D Enter any tax-exempt interest such as interest on municipal bonds		D _____
E Add lines B, C, and D, and enter the total here. Then, read the information below		E _____

Part of your social security benefits may be taxable if, for 2006, you were:

1. Single, and line E above is more than \$25,000.
2. Married, and
 - a. You would file jointly, and line E above is more than \$32,000; or
 - b. You would file separately, and line E above is more than zero (more than \$25,000 if you

lived apart from your spouse for all of 2006).

If your figures show that part of your benefits may be taxable, see *Social Security Benefits* in your federal income tax return instructions. If they do not, none of your benefits are taxable this year unless you exclude income from sources outside the United States, interest income from series EE or I U.S. savings

bonds issued after 1988, or employer-provided adoption benefits. For more details, see IRS Pub. 915 or contact the IRS as explained below.

Note. If your figures show that part of your benefits may be taxable and you received benefits in 2006 that were for a prior year, see Pub. 915 for rules on a special election you can make that may reduce the amount of your taxable benefits.

Get More Information From the IRS

If you still have questions about whether your social security benefits are taxable, see the 2006 federal income tax return instructions for ways to get help

from the IRS. If you do not have the instructions, you can get your questions answered by:

- Calling the IRS at 1-800-829-1040.

- Sending written tax questions to the IRS. To get the address, call 1-800-829-1040.
- Using TTY/TDD equipment. Call 1-800-829-4059.

FACTS ABOUT YOUR 2006 SOCIAL SECURITY BENEFIT STATEMENT

Your 2006 Social Security Benefit Statement is on the back of this form. Use it, along with the information below, to see if part of your Social Security benefits may be taxable.

What You Need To Do

Use the 2006 statement on the reverse, with the Internal Revenue Service (IRS) Notice 703 below, to see if any of your Social Security benefits are taxable. Do not return this form to us or the IRS. Do not attach it to your income tax return. We also are sending this benefit information to the IRS. We did not include your SSI benefits, if any, on this statement. You may wish to keep this statement as proof of your income for use with public assistance. If you do not receive public assistance and you do not owe taxes on your Social Security benefits, you may ignore this form.

Who Receives This Statement

We must, by law, send you a statement that shows the Social Security benefits you received or repaid in 2006. We send separate statements to each person. If you get more than one check each month, we may send you more than one statement.

EXPLANATION OF ITEMS

Box 1—"Name"— shows the name of the person for whom we paid benefits.

Box 2—"Social Security Number"— shows the Social Security number of the person shown in Box 1, if we have the number.

Box 3—"Benefits Paid in 2006"— shows the total amount of Social Security we paid you in 2006. This amount may not agree with the payments you actually received in 2006. This is because it may include money we withheld such as Medicare premiums. Medicare Part C, Medicare Advantage Premium and Medicare Part D, Prescription Drug Premium are new Medicare deductions for 2006. Also, it may leave out some payments that are not taxed by the IRS. All items that apply to you are listed in the "Description of Amount in Box 3."

Note: If you have a "Benefit Payment Offset-Treasury" amount shown, the Treasury Department applied that amount to a debt or debts you owe to another Federal agency. If you have questions about a non-tax debt, call the Treasury Department at 1-800-304-3107. If you have a tax debt question, call the IRS at 1-800-829-7650.

Any payments we made to you in 2006 for earlier years are shown in a separate column.

Box 4—"Benefits Repaid to SSA in 2006"— shows the total amount of benefits you repaid us in 2006. We show items that apply to you in the column headed "Description of Amount in Box 4."

Box 5—"Net Benefits for 2006"— shows the amount in Box 3 minus the amount in Box 4. An amount in parentheses is a negative amount. Enter this amount on line A of IRS Notice 703 to see if any of your Social Security benefits are taxable.

Box 6—"Voluntary Federal Income Tax Withheld"— shows the total amount of benefits you voluntarily withheld and paid for Federal income tax. Include this amount on your income tax return as tax withheld.

If You Have Any Questions

If you have any questions about the amounts on this form, call Social Security at 1-800-772-1213 or visit any Social Security office. Please have this form with you. Please use the claim number shown in Box 8 if you contact SSA. If you have questions about how to figure the taxable part of your Social Security benefits after you complete Notice 703, call the IRS at 1-800-829-1040.

Facts About Computer Matching Programs

Congress passed a law (PL 100-503) in 1988 that says you have a right to know that we may use information you give us when we match records by computer. Below, we tell you about computer matching and how it may affect you.

What Are Computer Matching Programs?

Computer matching programs compare Social Security and/or Medicare records with those of

other Federal, State, or local government agencies. Many agencies may use matching programs to find or prove that a person qualifies for benefits paid by the Federal Government.

How Do Computer Matching Programs Affect You?

On forms that you fill out for us, you give us information about yourself. Sometimes, we check the information you, and others, give us. We use computer matching to

do the checking. The law allows us to check this way even if you do not agree to it. We may also share information about you with other government agencies that pay benefits. They will use this information in their computer matching programs.

If You Want More Facts

If you want to learn more about computer matching or how we use information about you, please contact any Social Security office.

FORM SSA-1099 – SOCIAL SECURITY BENEFIT STATEMENT

2006 • PART OF YOUR SOCIAL SECURITY BENEFITS SHOWN IN BOX 5 MAY BE TAXABLE INCOME.
 • SEE THE REVERSE FOR MORE INFORMATION.

Box 1. Name JAMES J BROWN II		Box 2. Beneficiary's Social Security Number
Box 3. Benefits Paid In 2006 \$10,713.00	Box 4. Benefits Repaid to SSA in 2006 \$1,408.00	Box 5. Net Benefits for 2006 \$9,305.00

DESCRIPTION OF AMOUNT IN BOX 3		DESCRIPTION OF AMOUNT IN BOX 4	
Paid by check or direct deposit	\$10,713.00	Checks returned to SSA	\$1,408.00
Benefits for 2006	\$10,713.00	Benefits Repaid to SSA in 2006	\$1,408.00

Box 6. Voluntary Federal Income Tax Withheld
NONE

Box 7. Address
**TOMMIE RAE BROWN FOR
 JAMES J BROWN II
 430 DOUGLAS DRIVE
 BEECH ISLAND SC 29842-7626**

Box 8. Claim Number (Use this number if you need to contact SSA.)

018287534-11C0287538
018287534-11C0287538

United States Treasury

15-51
000

P 089,348,892

Check No.



03 14 07 82 PHILADELPHIA, PA
2052 33377397 28045400 \$1 3

2052 33377397

Pay to

Order of

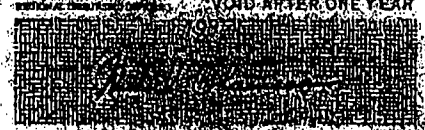


TOMMIE RAE BROWN FOR 97
JAMES J BROWN II
430 DOUGLAS DRIVE
BEECH ISLAND SC 29842-7626

SOC SEC
FOR FEE

***1113*00

VOID AFTER ONE YEAR



⑆000000518⑆ 333773979⑈ 070307

FORM SSA-1099 – SOCIAL SECURITY BENEFIT STATEMENT

2006 • PART OF YOUR SOCIAL SECURITY BENEFITS SHOWN IN BOX 5 MAY BE TAXABLE INCOME.
 • SEE THE REVERSE FOR MORE INFORMATION.

Box 1. Name <p align="center">JAMES J BROWN II</p>	Box 2. Beneficiary's Social Security Number
--------------------------------------------------------------	-------------------------------------------------

Box 3. Benefits Paid in 2006 <p align="center">\$10,713.00</p>	Box 4. Benefits Repaid to SSA in 2006 <p align="center">\$1,408.00</p>
-------------------------------------------------------------------	---------------------------------------------------------------------------

DESCRIPTION OF AMOUNT IN BOX 3	DESCRIPTION OF AMOUNT IN BOX 4								
<table style="width:100%;"> <tr> <td style="width:60%;">Paid by check or direct deposit</td> <td align="right">\$10,713.00</td> </tr> <tr> <td>Benefits for 2006</td> <td align="right">\$10,713.00</td> </tr> </table>	Paid by check or direct deposit	\$10,713.00	Benefits for 2006	\$10,713.00	<table style="width:100%;"> <tr> <td style="width:60%;">Checks returned to SSA</td> <td align="right">\$1,408.00</td> </tr> <tr> <td>Benefits Repaid to SSA in 2006</td> <td align="right">\$1,408.00</td> </tr> </table>	Checks returned to SSA	\$1,408.00	Benefits Repaid to SSA in 2006	\$1,408.00
Paid by check or direct deposit	\$10,713.00								
Benefits for 2006	\$10,713.00								
Checks returned to SSA	\$1,408.00								
Benefits Repaid to SSA in 2006	\$1,408.00								

Box 6. Voluntary Federal Income Tax Withheld <p align="center">NONE</p>

Box 7. Address <p align="center">TOMMIE RAE BROWN FOR JAMES J BROWN II 430 DOUGLAS DRIVE BEECH ISLAND SC 29842-7626</p>

Box 8. Claim Number (Use this number if you need to contact SSA.)

CL 1003753-11 (2/06) 7539
 CL 1003752-11 (2/06) 2825

EXHIBIT D

The Personal Representatives admit upon information and belief that the License and Certificate for Marriage attached as Exhibit B appears to be a copy of the genuine and authentic document.

Request No. 4

In 2004, Tommie Rae Brown, a/k/a Tommie Rae Hynie, brought a proceeding in the Family Court to annul her purported marriage to Javed Ahmed.

Response No. 4

The Personal Representatives admit upon information and belief that the April 15, 2004 Family Court Order alludes to an action brought by Ms. Tommie Rae Brown, a/k/a Tommie Rae Hynie to annul her marriage to Javed Ahmed.

Request No. 5

On April 15, 2004, the Family Court entered a Final Judgment in "Tommie Rae Hynie, a/k/a Tommie Rae Brown v. Javed Ahmed," Case Number 2003-DR-10-4609.

Response No. 5

The Personal Representatives admit upon information and belief that the April 15, 2004 Family Court entered a final judgment in the case captioned matter as reflected on the copy of the Family Court Order in Case No. 03-DR-10-4609.

Request No. 6

The Judgment and Order attached hereto as Exhibit C are genuine and authentic.

Response No. 6

The Personal Representatives admit upon information and belief that the Judgment and Order, dated April 15, 2004 as Exhibit C appears to be a copy of the genuine and authentic Order.

Request No. 7

The Final Order of the Family Court found as a fact that Javed Ahmed was married at the time he entered into his marriage with Tommie Rae Brown and therefore he lacked the capacity to marry Tommie Rae Brown.

Response No. 7

The Personal Representatives admit upon information and belief that the Family Court Order made the finding as set forth in the final order; however, as Personal Representatives were not parties to the action such finding is not binding upon them.

Request No. 8

The Final Order of the Family Court is binding on the estate of James Brown, any and all trusts and parties hereto and all third parties.

Response No. 8

Denied; the estate of James Brown, Jr. any and all trusts and parties hereto and all third parties were not parties to the original Family Court action.

Request No. 9

James Brown gave Tommie Rae Brown the funds to pay the legal fees for the annulment litigation.

Response No. 9

Admit upon information and belief.

Request No. 10

James Brown was aware of the annulment proceeding as his attorney received a copy of the Summons and Complaint in February 2004 and the Final Order of annulment in April 2004, as can be seen in exhibits to the Affidavit of Tommie Rae Brown notarized on November 15,

2007.

Response No. 10

Admit upon information and belief.

LAW OFFICE OF JAMES D. BAILEY, PC

By: 

James D. Bailey, Esquire
Law Office of James D. Bailey, PC
100 Park Avenue SW
PO Box 2376
Aiken, South Carolina 29802
803/648-9529

Attorney for Defendants Robert L.
Buchanan, Jr. and Adele J. Pope, as Personal
Representatives of the Estate of James
Brown and Trustees of the James Brown
2000 Irrevocable Trust

January 11, 2008

\\Server\docs\BROWN ADMINISTRATION\ELECTIVE SHARE\RESPONSE.REQUEST.ADMIT.SECOND.wpd

CERTIFICATE OF SERVICE – C/A 2007-CP-02-0122

I hereby certify that on this 11th day of January, 2008, a copy of the Personal Representatives' Responses to Petitioner Tommie Rae Brown's First Request for Admission and Personal Representatives' Responses to Petitioner Tommie Rae Brown's Second Request for Admission, have been mailed to counsel of record, postage prepaid and properly addressed to the address shown below:

Robert Rosen
Attorney at Law
P. O. Box 1840
Charleston, SC 29401

And

Louis Levenson
Attorney at Law
125 Broad St., SW
Atlanta, GA 30303

January 11, 2008

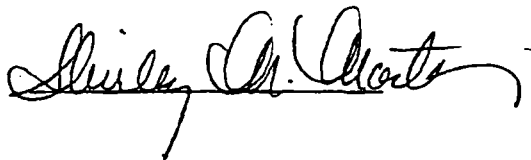
A handwritten signature in cursive script, appearing to read "Shirley M. Alcott", is written over a horizontal line. The signature is located to the right of the date and the address information.

EXHIBIT E

STATE OF SOUTH CAROLINA

FILED

COUNTY OF CHARLESTON

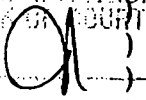
2004 APR 15 AM 9:34

IN THE FAMILY COURT
FOR THE NINTH JUDICIAL CIRCUIT
CASE NO. 03-DR-10-4609

TOMMIE RAE HYNIE, a/k/a
TOMMIE RAE BROWN,

JULIE J. ANDERSON
CLERK OF COURT

BY



Plaintiff,

-vs-

JAVED AHMED,

Defendant.

FINAL ORDER

HEARING DATE:

April 15, 2004

JUDGE:

Honorable F. P. Segars-Andrews

ATTORNEY FOR PLAINTIFF:

Robert N. Rosen, Esquire

Donald B. Clark, Esquire

ATTORNEY FOR DEFENDANT:

N/A

COURT REPORTER:

This matter comes before the Court for a final hearing on April 15, 2004.

Present before the Court were the Plaintiff, Tommie Rae Brown, and her counsel Robert N. Rosen, Esquire, of the Rosen Law Firm, and Donald B. Clark, Esquire, of the Donald B. Clark Law Firm.

This matter was commenced by the filing of a Summons and Complaint by the Plaintiff to annul her marriage to the Defendant, Javed Ahmed.

The Plaintiff is a citizen and resident of the State of South Carolina and has resided in South Carolina for more than one year prior to the commencement of this action.

The Defendant, at the time of the marriage of the parties, was a resident of the State of Texas, and his last known address was in Houston, Texas. After the filing of the Summons and Complaint, the Defendant could not be located. The Plaintiff retained the services of a private investigator who attempted to locate the Defendant at his last known address. The Plaintiff testified that the last known address she had for the Defendant was 14403 Ella Boulevard, #314 in Houston, Texas. The private investigator found that the Defendant's Texas driver's license listed his address as 14365 Cornerstone Drive, #617, Houston, Texas.

This Court issued an Order of Publication on February 3, 2004. This Court found that the Plaintiff made a diligent effort to locate the Defendant, and it appeared to the satisfaction of the

JPSA 10/4

Court that the current address or whereabouts of the Defendant were unknown although his last known address was in Houston, Texas. The Court therefore ordered service could be had by publication pursuant to §15-9-710 and §15-9-740, SC Code Ann., and that the Summons would be published once a week for a total of three weeks in the *Houston Chronicle*, a newspaper of general circulation in the area of Houston, Texas.

An Affidavit of Publication signed by the Supervisor/Accounts Receivable of the *Houston Chronicle* was filed with this Court. The Court finds that the Defendant has been properly served by publication pursuant to South Carolina law.

This matter was originally set to be heard on March 26, 2004, but the case was continued by Order of the Court. The Defendant was given written notice of the hearing by regular mail and by certified mail, return receipt requested as appears from the affidavit of Marcia F. Jones. The Defendant was therefore properly notified of the final hearing pursuant to Rule 17 of the South Carolina Rules of Family Court.

FINDINGS OF FACT

The Court finds as follows:

1. Plaintiff is a citizen and resident of the State of South Carolina and has resided in the State of South Carolina for a period in excess of one year prior to the commencement of this action.
2. Plaintiff married Defendant, Javed Ahmed, on February 17, 1997 in Harris County, Texas. Thereafter Defendant refused to live with Plaintiff. Plaintiff never saw nor heard from Defendant again. Plaintiff never lived with the Defendant. The parties never lived together as husband and wife. The parties never engaged in sexual intercourse, sexual conduct or sexual activity of any kind and, therefore, failed to consummate their marriage.
3. No children were born of this marriage between the parties.
4. Plaintiff testified that she later learned that Defendant, a Pakistani immigrant, wanted to marry Plaintiff so that he could become a United States citizen. Plaintiff also later learned that Defendant had three or more wives to whom he was married under Pakistani law when the parties married on February 17, 1997.
5. The Court finds there has been no contact between the parties since shortly after February 17, 1997, and therefore there is no collusion between these parties.

6. The marriage between the Plaintiff and the Defendant was contracted by Plaintiff in good faith and without any knowledge of the Defendant's previous marriages or fraudulent intentions.

7. The Court finds that the Plaintiff is entitled to an annulment for the following reasons: (1) Defendant was already married to another woman or other women and therefore did not have the capacity to marry the Plaintiff; (2) Defendant perpetrated a fraud upon the Plaintiff in that she intended in good faith to marry Defendant but Defendant had no intention of marrying her and consummating a marriage; and (3) the parties did not consummate their marriage nor did they live together as husband and wife.

8. This Court finds that the Plaintiff is therefore entitled to an annulment of her marriage to Defendant, Javed Ahmed.

CONCLUSIONS OF LAW

1. This Court has jurisdiction to hear and determine actions to determine the validity of marriages and to hear and determine actions for the annulment of marriage. §20-7-420(5) and (6), SC Code Ann.

2. This Court has jurisdiction to grant an annulment to the Plaintiff as she is domiciled in this state. Foster v. Nordman, 137 S.E.2d 600 (1964).

3. The Court concludes that the uncontradicted testimony shows that Plaintiff never cohabitated with the Defendant and never engaged in sexual intercourse with him and therefore, the marriage can be annulled as it was never consummated.

4. The Court concludes that Defendant was married at the time he entered into his marriage with Plaintiff and therefore he lacked the capacity to marry Plaintiff.

5. The Court concludes that Defendant represented to Plaintiff that he wished to marry her, but in fact he married her for a fraudulent purpose in an effort to obtain United States citizenship. A marriage which is procured by fraudulent means may be annulled in this state. Jaker v. Jaker, 102 S.E. 337 (1919).

6. The Court concludes that it has jurisdiction of the subject matter and of the parties.

7. The Court concludes that it has jurisdiction of the Defendant for the purposes of this proceeding and that the Defendant had been properly served and notified of this hearing. It is therefore,

ORDERED, ADJUDGED AND DECREED that the Plaintiff is entitled to an order and judgment annulling the marriage between the Plaintiff and the Defendant solemnized on February 17, 1997. It is further

ORDERED, ADJUDGED AND DECREED that the marriage between Tommy Rae Hynie a/k/a Tommie Rae Brown and Javed Ahmed is annulled. It is further,

ORDERED, ADJUDGED AND DECREED that the marriage between Plaintiff and Defendant be, and is hereby, declared to be wholly null and void ab initio, and the parties are, and each of them is, freed from the obligations of such marriage.

AND IT IS SO ORDERED!

F. P. Segars - Andrews
F. P. SEGARS ANDREWS
JUDGE OF THE FAMILY COURT
NINTH JUDICIAL CIRCUIT

Charleston, South Carolina
April 15, 2004

ATTEST: A TRUE COPY
JULIE J. ARMSTRONG (SEAL)
CLERK, FAMILY COURT

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4
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EXHIBIT F

State of South Carolina)
County of Aiken)

Court of Common Pleas
07-CP-02-122

Henry McMaster,)
Plaintiff,)
v.)
Russell Bauknight, et al.,)
Defendants.)

Transcript of Record

March 25-26, 2009
Aiken, South Carolina

B E F O R E:

The Honorable Doyet A. Early, III, Judge.

A P P E A R A N C E S:

Louis Levenson, Esq.
Attorney for the the Heirs

Robert N. Rosen, Esq.
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T. Heyward Carter, Esq.
Andrew W. Chandler, Esq. (3/26/09)
S. Alan Medlin, Esq.
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Attorney for the Guardian Ad Litem

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Guardian Ad Litem

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Lisa H. Hicklin
Official Court Reporter

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E X H I B I T S

<u>NO.</u>	<u>DESCRIPTION</u>	<u>ID</u>	<u>EV</u>
Medlin 9	Motion		13
Byrd 1	Letter	113	115
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1 executed a medical directive naming James Brown, II as his
2 son?

3 A I don't remember. May I see it?

4 Q I am just asking if you remember it.

5 A I don't remember seeing it. I may have.

6 Q You mentioned at least on one occasion previously the
7 Lukich case. What is your understanding of the impact of
8 the Lukich case on the issue of the validity of
9 Ms. Brown's marriage to Mr. Brown?

10 A Well, I certainly -- I haven't studied the Lukich
11 case, but I have seen it, and I, basically, understand two
12 things -- two implications of the Lukich decision as I
13 understand it and one is that the annulment -- Thank you.
14 The question was whether the annulment in October of '03
15 declaring the wife's first marriage void ab initio relates
16 back so as to validate her -- purported 1985 marriage and
17 the court held that it did not relate back to invalidate
18 it.

19 Q In fact, if you'll look at the Court of Appeals
20 decision which I assert is a westlaw printout,
21 Mr. Buchanan, which is the second document in that package
22 I handed you.

23 A The second one?

24 Q Yes. And if you'll look to page five.

25 A Okay. This is a Court of Appeals decision?

1 Q Yes, Mr. Buchanan.

2 A All right. I am on page five.

3 Q And in key cite number four the opinion says, "We
4 find an annulment that declares a preexisting marriage
5 void ab initio does not relate back as to give validity to
6 a marriage that was bigamous before the annulment was
7 granted."

8 A I see the language. Yes, sir.

9 Q And that language would appear to support your
10 recollection of what this case does -- that we had a wife
11 who was married, attempted to marry a second husband, had
12 not gotten divorced from the first husband, then sought to
13 annul the marriage to her first husband and argued that
14 the annulment related back --

15 MR. BAILEY: Your Honor, I object to the form of the
16 question.

17 THE COURT: Overruled.

18 THE WITNESS: Sought an annulment of the first one.

19 Q Right. And, so, the court said if all you get is an
20 annulment, then the second marriage -- the attempted
21 marriage wasn't valid?

22 A Which court are you talking about?

23 Q The Court of Appeals. This particular provision that
24 I am providing.

25 A Is there some language on this page you can point me

1 to?

2 Q That I just read. I think so far I am agreeing with
3 your recollection of what this case said, Mr. Buchanan.

4 A "We find an annulment that declares a preexisting
5 marriage void ab initio does not relate back so as to give
6 validity to a marriage that was bigamous before the
7 annulment was granted."

8 Q But now if you will look down to footnote two, would
9 you agree that it reads as follows: "We know that our
10 holding is limited to the facts of the case at bar, eg,
11 the situation where the annulled marriage would be valid
12 but for an annulment decree declaring the marriage ab
13 initio." I think they left out a word there. Most
14 importantly, Mr. Buchanan, let's look at the next
15 sentence. "Our holding is not meant to affect a party who
16 enters into one of the three types of marriages that never
17 have legal validity in south carolina; namely, marriages
18 that with void ab initio by operation of statute. Number
19 one, bigamous marriages. Two, same sex marriages. Three,
20 marriages of minors under the age of 16."

21 Do you recall us reading the family court order in
22 the action of Ms. Brown against Mr. Ahmed in which the
23 court found as a conclusion of law that the marriage
24 between Ahmed and Ms.-Brown was never valid because he had
25 an impediment to that marriage, and if you recall that

1 order it's because he was already married when he
2 attempted to marriage Ms.-Brown. Do you recall that?

3 A Yes, sir.

4 Q So, footnote two says that in a case like Tomi Rae
5 Brown's Lukich doesn't apply. Of course, it cannot apply
6 footnote two says because that marriage to Ahmed was never
7 valid.

8 A Can we see the order again? The Ahmed order?

9 Q Conclusions of law, paragraph four, specifically,
10 Mr. Buchanan.

11 A Yes, sir.

12 Q Could you read that aloud again?

13 A "The court concludes that Defendant was married at
14 the time he entered into his marriage with Plaintiff and
15 therefore he lacked the capacity to marry Plaintiff."

16 Q So, according to footnote two the basic Lukich
17 opinion could not apply to the Tomi Rae Brown fact
18 pattern; is that correct, Mr. Buchanan?

19 A Under footnote two of the Court of Appeal's decision.

20 Q Court of Appeals.

21 A That's what you're asking me about; right?

22 Q While we're on that opinion, Mr. Buchanan, if you'd
23 look at page three.

24 A Page three of the Court of Appeals?

25 Q Yes.

1 reasonable position based on the documents that we've been
2 through and the Lukich opinions as to the validity of the
3 marriage between Ms.-Brown and Mr. Brown.

4 A I understand they have a position and they have an
5 argument to make.

6 Q Under --

7 A But, you know, that's -- you know, I mean, you
8 know, before we get to that, Mr. Medlin, we've got to have
9 competent successors in order to have people who can
10 settle. We got, you know, lots of problems before we get
11 to this issue.

12 Q Mr. Buchanan, if you don't mind I am going to
13 continue to direct my questions to the issues that I'd
14 like you to respond to. So, the next question is based on
15 your reading of the Lukich opinion and the Court of
16 Appeals' decision if Mr. Brown had wanted to intervene in
17 that proceeding between Ms.-Brown and Mr. Ahmed he would
18 not have had standing because he was not a party to that
19 marriage; right?

20 A Well, the Court of Appeals denied that the gentleman
21 in that case had standing because he was not a party, yes,
22 sir.

23 Q Does that position make sense to you -- that third
24 parties can't come into a family court and argue about
25 relationships between the parties and the family court?

1 A Well, I don't know that I have ever seen in the
2 family court -- I don't know that I have ever seen anybody
3 try to move to intervene. You know, I mean, it makes
4 sense to me. I have never moved to intervene in a case
5 where two parties are seeking a divorce or an annulment
6 for a client. I have never done it. I have never seen it
7 done.

8 Q So --

9 A And I see the footnote where Judge Short said that
10 family court was correct in not finding he had standing to
11 intervene because he was not a party. I see that.

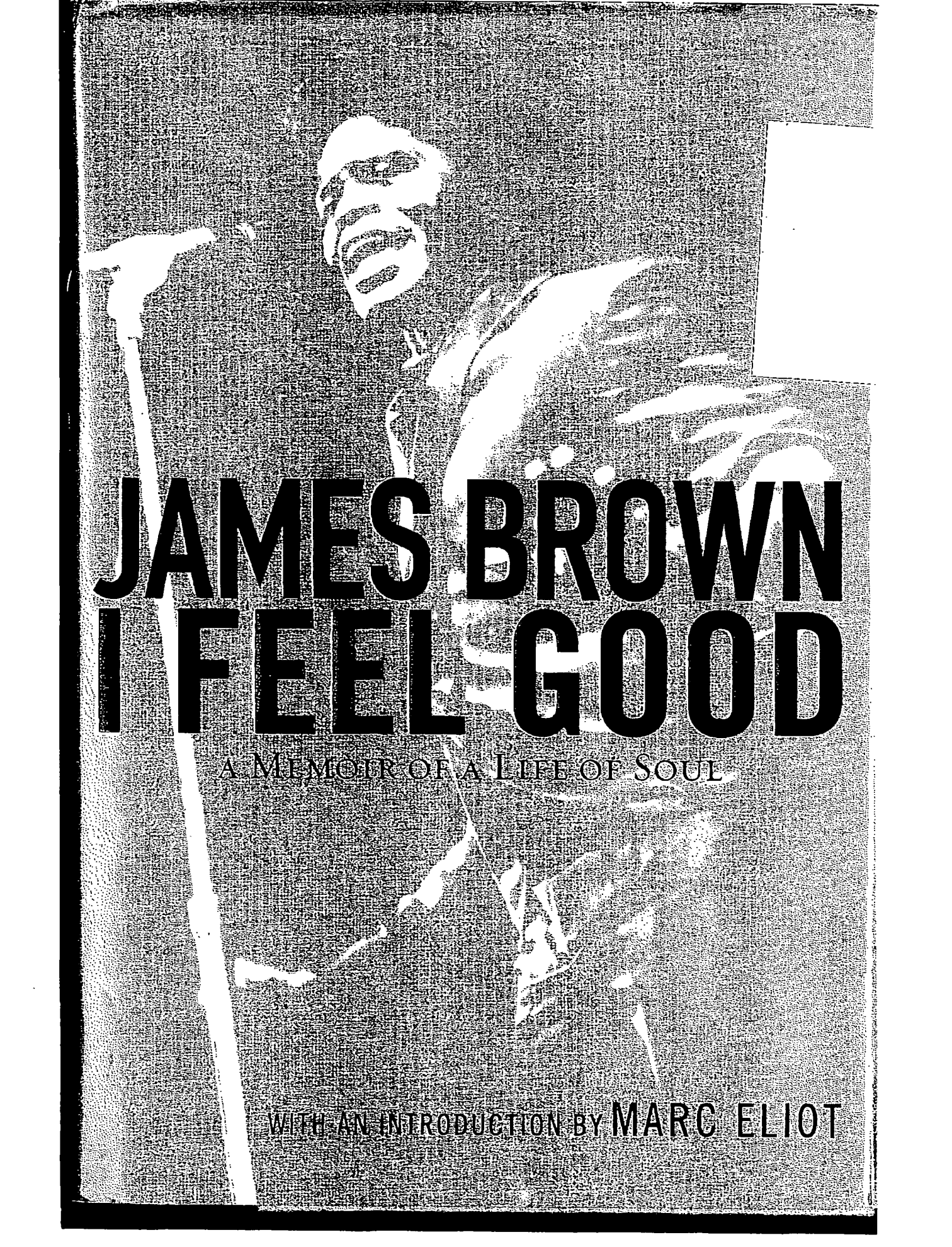
12 Q If we assume that Mr. Brown would not have had
13 standing to intervene in that action would you as his
14 personal representative have standing?

15 A No, sir.

16 Q Mr. Buchanan, if the statements in the autobiography
17 are true -- excuse me. Let me rephrase the question. If
18 the statements about Ms.-Brown being Mr. Brown's wife and
19 James Brown, II, being his son are, in fact, statements
20 from that autobiography, and if, in fact, Mr. Brown
21 asserted to the Screen Actor's Guild that James Brown, II
22 was his son and that he signed a medical directive
23 asserting that James Brown, II was his son, you don't
24 think Mr. Brown was a liar, do you?

25 A No, sir.

EXHIBIT G



JAMES BROWN I FEEL GOOD

A MEMOIR OF A LIFE OF SOUL

WITH AN INTRODUCTION BY MARC ELIOT

JAMES BROWN

I FEEL GOOD

MEMOIRS

WITH AN INTRODUCTION BY

BOB DOLAN



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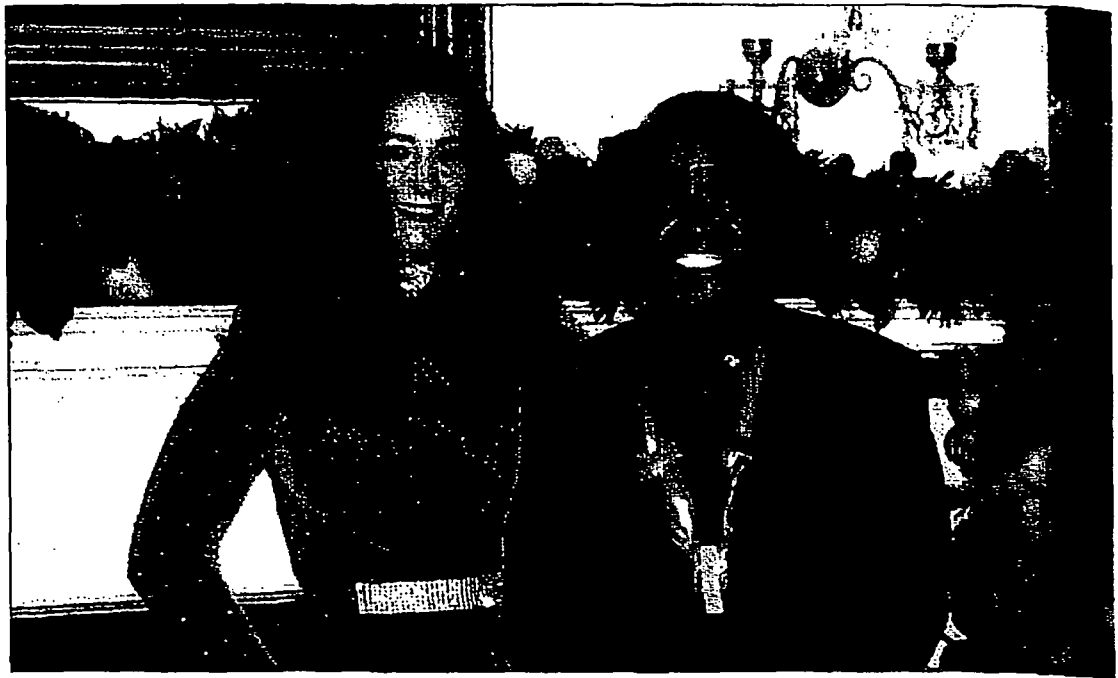
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James Brown with his wife, Tomi Rae Brown, receiving the prestigious Kennedy Center Honor for his lifetime contribution to the arts, on December 7, 2003, in Washington, D.C.

FROM THE COLLECTION OF THE AUTHOR



As long as the fire still burns in his heart, James Brown will continue to wow audiences worldwide. Here he is performing his trademark cape drama with longtime MC, Danny Ray.

FROM THE COLLECTION OF THE AUTHOR

JAMES BROWN

points, and to operate at the same speed of life. Another problem is that both sides usually don't want the same things at the same time.

Children, for instance. It's very difficult to be the father of even one child in a man's life. I happen to be the father of many, but with a younger woman, the talk inevitably turns to starting a new family, and it's hard to go down that road all over again after you've seen your children from earlier marriages grow into adulthood. When a man is older, he has a tendency to feel he has done his part. He wants to relax and spend time with just his woman. A young girl, however, has all that ahead of her. This is an issue couples have to be straight on and agree on before they walk down that aisle; otherwise there is no way their marriage will survive.

Ironically, one of the biggest issues between Adrienne and me had been children. We both wanted them but couldn't seem to have them. I had built a beautiful home for her and the family we had both hoped to have. I had wanted her to feel she was living with an ambassador, which, in many ways, I had become. For myself, I never needed much. I could just as easily live in a small place and that would be just fine with me, but I wanted her to feel that she had the best.

Now, having married Tomi Rae Brown, I once again, much to my amazement, wanted children. And happily, so did she. We started living together in the big house in South

JAMES BROWN

world, but it wouldn't be nothin' without a woman or a girl."

To that end, it's important to be with someone who understands your life. I believe Anna Nicole Smith understood her husband's life, and because Tomi Rae Brown is a musician, I believe she understands mine.

Of course, the fact that she's beautiful, well, there is also that sugar and spice I love to sing and write about!

Still, it was also hard to avoid the fact that we were from two completely different heritages. She's Norwegian and I am my own trail mix, and because of it there was little we had that we could talk about without trying to cross some high degree of generational and social hurdles. No matter what, those barriers were always going to be there. And because of it, I could never completely get into Tomi Rae Brown's head, nor she into mine. But that didn't stop me from trying to teach her about what it meant to share a life with someone, and how to keep the fires burning inside, now and in the future.

One of the happiest days of our marriage was when Tomi Rae Brown gave birth to our little baby boy. She was now the mother of our offspring, and neither of us would ever forget that or let the other down for the sake of our child. And both of us vowed never to forget that.

That's why, for all the generational and cultural barriers that we had to break through as a couple, I never regretted a single moment of being with her, even when the unusual circumstances of our marriage thrust me back into the

EXHIBIT H

SCREEN ACTORS GUILD-PRODUCERS HEALTH PLAN NOTICE OF ELIGIBILITY

PARTICIPANT: TOMMIE R BROWN

03/09/2007

We are pleased to notify you of your eligibility for health coverage with the Screen Actors Guild-Producers Health Plan. Below is a list of benefits for which you and your eligible family members are qualified, subject to the rules of the Health Plan. If your eligibility type changes, you will be notified.

ELIGIBILITY TYPE	BENEFIT PLAN	ELIGIBILITY PERIOD
Sr. Performer	Plan I	04/01/2007 - 06/30/2007

BENEFIT COVERAGE	ELIGIBILITY STATUS
Major Medical, Surgical	Eligible
Hospital	Eligible
Dental	Eligible
Vision Service Plan	Eligible
Mental Health/Chemical Dependency	Eligible
Life Insurance and AD&D (Participant Only)	NOT Eligible
Retiree Death Benefit (Participant Only)	NOT Eligible

Identification cards for your eligible coverages are attached to this Notice. Please refer to the back of this notice, the enclosed materials and the Summary Plan Description for details about your benefits. If you have other insurance, please contact our office for help in determining the order of claim payment.

COVERED FAMILY MEMBERS

NAME	RELATION	GENDER	BIRTH DATE	MEDICARE START DATE (SEE OVER)
TOMMIE	Spouse	Female	05/21/1969	01/01/2007
JAMES	Child	Male	06/11/2001	

If you have any questions about this Notice or about your coverage, please call or write the Plan Office.

Always confirm that your health care provider is a network provider before scheduling your appointment.

The SAG Health Plan is secondary to Medicare. If you are not enrolled in Medicare Parts A and B, the Plan's benefits will be REDUCED by 80%.

030103328925907
TOMMIE R. BROWN
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BEECH ISLAND, SC 29842

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EXHIBIT I

State of South Carolina)
County of Aiken)

Court of Common Pleas
07-CP-02-122

Henry McMaster,)
Plaintiff,)
v.)
Russell Bauknight, et al.,)
Defendants.)

Transcript of Record

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B E F O R E:

The Honorable Doyet A. Early, III, Judge.

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1 Mr. Brown in creating those documents and that they
2 themselves have sued for undue influence, and I really
3 don't understand how they draw the line.

4 A will and the trust are the ultimate financial
5 document. A will is where someone is trusting the court
6 system to carry out his financial intentions to take care
7 of whatever it is that he wants to take care of.
8 Fiduciaries don't trust Mr. Cannon, Dallas, or Bradley as
9 to financial matters. Then they shouldn't believe the
10 will at all based on the undue influence. It didn't stop
11 at the will. The will would be the very embodiment of a
12 financial issue where they would exercise undue influence.

13 So, Your Honor, for all those reasons, and, again,
14 that's, I think, sufficient I hope to present the bullet
15 points of our argument. We don't think that the motion to
16 dismiss, directed verdict, or whatever it is has merit.

17 THE COURT: AG? Attorney general?

18 MR. JONES: Yes, sir, Your Honor. Thank you. I
19 reiterate the arguments that Professor Medlin made. I
20 would like to make a couple of comments, Your Honor,
21 concerning what we'd like for you to address your
22 attention on on the PR trustees' motion. I think we would
23 ask the court to recognize the roles that are before you
24 today. The role of the attorney general is to protect and
25 enforce the due application of the funds given or

1 appropriated for the charitable trust. We're here and the
2 caselaw is that when the attorney general comes into a
3 case involving charitable trust, it controls the
4 litigation and we've been actively involved in this case
5 since September of 2007 which Your Honor I know would
6 attest to.

7 We recognize our role. Under 62-3-1102 which Your
8 Honor has looked at and seen the comment from the model
9 act, the PR trustees don't recognize their role. It is
10 inappropriate for them to even make a motion for directed
11 verdict. I would ask Your Honor to recognize that based
12 upon the statute and based upon the comments. They come
13 in and Your Honor has allowed them to give their input.
14 Your Honor has received their input. Per the statute and
15 comments Your Honor steps into their shoes. Because of
16 the conflict that's set forth in the statute and in the
17 comments, they can't make a recommendation -- they can
18 make a recommendation, but they can't make a decision.
19 Your Honor steps into that position.

20 The same way with the charitable trust. We have
21 other interests involved in this court today, Your Honor,
22 but in the charitable trust the executive branch, the
23 chief legal officer in this state protects the interest of
24 the charitable trust under supervision of a court of
25 equity -- not under any supervision of any PR or trustee.

1 When we come in the case, Your Honor, we take over.

2 As they have mentioned section 405 of the probate
3 code and the trust code, it allows for trustees and
4 settlors to bring matters -- to make matters of the
5 charitable trust before the court only because of history
6 that the attorney general can't be everywhere. When the
7 attorney general comes in, he takes over.

8 The attorney general is not accountable to the PR and
9 trustees. The attorney general is accountable to Your
10 Honor and this court. I want to ask you, Your Honor, to
11 recognize the roles that we have and the roles they have
12 to make a motion for directed verdict when they don't
13 understand their position from the start. Remember, Your
14 Honor, when I asked Mrs. Pope on my examination, Well, how
15 does 1102 comment of the conflict apply to her? She said
16 it doesn't apply to her.

17 I just ask the court to look at the roles and make a
18 decision based upon those roles as Your Honor can, as the
19 attorney general present in the case, and recognizing the
20 roles of the PR trustees.

21 THE COURT: Mr. Jones, let me ask you this question.
22 You've been here since almost day one. You've been
23 involved as much as anybody. We have a document that
24 provides graciously to the needy children of this state
25 for educational purposes a substantial amount of money,

1 and the settlement takes away the percentage, I should
2 say.

3 MR. JONES: Yes, sir.

4 THE COURT: As a representative or as an attorney
5 general dealing with Mr. McMaster I am asking you have you
6 diligently examined all of the possible outcomes? Have
7 you examined all the documents and pleadings and
8 affidavits and court orders and caselaw and statutes? And
9 having done that, are you of the opinion that the
10 settlement is in the best interest of these needy
11 children?

12 MR. JONES: Without a doubt, Your Honor. The
13 Attorney General, as I mentioned to you earlier on, has
14 not restricted me on any resources in my office that are
15 necessary at my beck and call to do the work we needed to
16 do. We're under -- like every other state office we have
17 problems with staffing and not enough staffing, but in
18 this case -- and I've handled tens of charitable trusts.
19 In this case he's these given me every resource,
20 everything I might need to do my job.

21 THE COURT: And in utilizing all of those resources
22 and examining everything that's gone on with the statutes,
23 the law, the arguments, the positions, are you telling me
24 on behalf of the state of South Carolina that you are
25 recommending this settlement for my approval?

1 MR. JONES: Yes, sir. On behalf of the State of
2 South Carolina and on behalf of my Attorney General which
3 I've kept up to speed on this you'll see, Your Honor, that
4 he signed the addendum to the settlement agreement that's
5 been sent to you and I got the original in my file.

6 THE COURT: And he deems it to be just and
7 reasonable?

8 MR. JONES: Yes, sir. Actually, Your Honor, if we
9 would go any steps further than this, we're opening it up
10 to getting less money for scholarships. That's our
11 concern because as you hear more evidence and you hear
12 more things come out, if we have another deposition or
13 this or that, the PR and trustees are playing with house
14 money. Our money goes down. Now, I think Your Honor
15 doesn't have the benefit of the other cases that we've had
16 but I will tell Your Honor this and I will tell the record
17 this and anybody in this courtroom I have been at the
18 attorney general's office for many years, and the history
19 will go down that Attorney General McMaster has been the
20 most active in protecting charitable trusts.

21 It seems to be that the PR trustees reading a statute
22 say that he only gets involved -- he being the attorney
23 general -- when it gets to enforcement meaning it's
24 created and it's out working. That's incorrect. As
25 recently as the Bull Street case which my Attorney General

1 actually usurped me from arguing that case and that was a
2 case in which the Governor of the Board of Trustees said
3 it wasn't a charitable trust at all. So, we take in from
4 the get-go and we take our responsibility very seriously
5 and I don't use the word resent, but I'm holding that back
6 and anybody can substitute anything they want to, but
7 we're not giving away anything, and, Your Honor, as I was
8 sitting back thinking about all of these accusations and
9 comments made by the attorney general on us more than
10 anybody else, you remember on the fee agreement that we
11 fought to use the AG fee agreement on the retention of
12 outside counsel and I said it would save money.

13 Under a similar fee agreement in another state for
14 pharmaceutical case there was a \$30 million verdict and
15 \$70 million punitive damages -- \$100 million. Under the
16 agreement they asked Your Honor to approve in this court
17 the attorneys under that fee agreement if we got against
18 one of these individuals \$30 million and \$70 million
19 punitive, they get \$40 million. Under the AG agreement
20 they get about 10 or less. So, I don't want to hear about
21 them coming in here and saying we're giving away money on
22 litigation that we got that could go either way in which
23 they straight up said, We want this; we won't accept the
24 other when we had another attorney ready to come forward
25 and help assist with the trust and estate.

1 So, if that's the case, you give away money when you
2 have an option to go either way with very competent
3 counsel on each side. Here there are many problems with
4 this litigation as Your Honor has heard, and we've been
5 aware of those, Your Honor. Your questions -- I
6 appreciate those that you asked me, and I can represent to
7 the court that we think this is a fair and reasonable
8 settlement and we're asking the court to approve it.

9 So, if anything else Your Honor would like to ask me,
10 I'd be more than happy to answer, but we have to move
11 along, but we would ask Your Honor the easy way to dispose
12 of their motion is 1102. Thank you very much. You're the
13 Sheriff in town. You make the decision for the PR
14 trustees. They don't make it. They don't make the motion
15 for directed verdict. You see if we presented our
16 position. You make the determination; not them. Thank
17 you.

18 THE COURT: Thank you. Mr. Levenson?

19 MR. LEVENSON: Judge, I want to start by just
20 observing that I think a motion for directed verdict is
21 really a motion for involuntary dismissal in a case like
22 this. I think that's the technical term. So, I am
23 treating it for a motion for involuntary dismissal. I
24 believe that's what it should be.

25 I'd like -- You may recall that when Mrs. Pope was on

EXHIBIT J

State of South Carolina)
County of Aiken)

Court of Common Pleas
08-CP-02-1647

Henry McMaster,)
Plaintiff,)
v.)
Russell Bauknight, et al.,)
Defendants.)

Transcript of Record

April 6, 2009
Aiken, South Carolina

B E F O R E:

The Honorable Doyet A. Early, III, Judge.

A P P E A R A N C E S:

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Attorney for the the Heirs

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David L. Michel, Esq.
T. Heyward Carter, Esq.
S. Alan Medlin, Esq.
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Attorney for Russell L. Bauknight

Lisa H. Davenport
Official Court Reporter

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E X H I B I T S

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1 going on it's just going to drag Mr. Brown's legacy
2 through the mud. Mrs. Pope's own testimony did some of
3 that and it will probably be a lot more than that if this
4 litigation continues. We don't want that, Your Honor, for
5 Mr. Brown. To approve the settlement is to honor
6 Mr. Brown's legacy and to save it. Thank you, Your Honor.

7 THE COURT: Mr. Jones?

8 MR. JONES: Yes, Your Honor. Thank you. As
9 Professor Medlin has said you might say we've talked and
10 we agreed to with his comments and we also talked to
11 Mr. Levenson. I want to make some comments, Your Honor,
12 briefly concerning the uniqueness of the AG in this
13 matter.

14 As you've heard us say before the AG has authority to
15 protect the interest of the charitable trust. That comes
16 from the *parens patriae* authority to protect the public
17 interest. It's no different than the authority that my
18 attorney general is in the water lawsuit that's in the
19 original jurisdiction of the U.S. Supreme Court. It is
20 recognized that in that public interest also is a
21 responsibility by the attorney general to protect
22 charitable beneficiaries and that is espoused in common
23 law and is espoused in code section 1-7-130. 1-7-130.
24 And it's also set forth in the probate code at 62-7-405.

25 I think Your Honor might be aware of the fact that

1 the treatises on the AG in protecting charitable trust
2 recognized that due to lack of resources that the AG can't
3 be everywhere, and, therefore, in certain situations other
4 parties may come forward and present to the court matters
5 to protect the charitable trust. If Your Honor will do
6 research on charitable trusts in South Carolina you'll see
7 some of these cases that didn't involve the attorney
8 general or the attorney general might have appeared but on
9 nominally. So, it's an issue that the courts have
10 recognized and the statutes and the probate court
11 recognized that there could be a lack of resources, but it
12 does address in the probate code that a settlor or
13 trustee, the AG or someone with special interest can move
14 to protect the charitable trust because the AG can't be
15 everywhere. The general law is when the AG appears he
16 controls the litigation.

17 The resource issue that is an obstacle in a lot of
18 charitable trust cases, Your Honor, was not an obstacle in
19 this case. Your Honor has seen myself appear at every
20 hearing since we interviewed. I have Jason Nicholson with
21 me. I have Mary Frances Jowers. Our office -- the
22 attorney general -- we have at least total six attorneys
23 that have their fingerprints on this file. We've had six
24 staff members. So, we've got a total of 12 people that's
25 been working on this case. As Your Honor can see, it does

1 take some time and energy.

2 So, with that I'd like to dispel any thought that, of
3 course, the AG got in this thing, and what are we going to
4 do? My goodness, it is a major case and we got to settle
5 it. We got into this case. Henry McMaster gave us the
6 resources. I have never been denied any resource that we
7 need to move forward in the case. So, the general law is
8 when the AG comes in he takes over, and the only -- the
9 person that the AG looks to is Your Honor in a court of
10 equity.

11 So, the AG has to present his case as to what's the
12 best interest of the charitable beneficiaries. You can
13 imagine, Your Honor, if once the AG appeared you had some
14 other beneficiaries, special interests or whatever also
15 appearing, there will be conflicting positions going on
16 all the time. The general law in South Carolina is that
17 when the AG appears and he settles a matter for state
18 agencies that the agency can't complain if they want to --
19 The State v Cooley case is a 1948 case, I believe, Your
20 Honor and I can get the cite to you if you'd like, but if
21 it's fair and reasonable and it's just and there's a
22 controversy, the court is going to adopt what the attorney
23 general recommends.

24 Your Honor, we appeared in this case in September of
25 '07. When we first walked in there was document floating

1 around about all the assets of the trust or the assets of
2 the estate and trust going to the estate. That's how we
3 walked in, and it took us a while to get our arms around
4 this case. I even heard people say earlier on in the
5 first three or four months it looks like the AG doesn't
6 want to settle or he's not in the mode to settle. He is a
7 scorched-earth type of situation because how vigorously we
8 were opposing. Your Honor remembers me standing up or
9 members of our office standing up saying, Your Honor, we
10 want the issue of the assets of the irrevocable trust
11 litigated. We want to make a determination. Don't make a
12 determination now. We argued about monies in bank
13 accounts and et cetera, any conflicts of interest.

14 So, as we moved forward developing our case we looked
15 at the several things. We looked at Mr. Rosen,
16 Mr. Medlin's client. We looked at Mr. Levenson's clients.
17 We tried to figure out who to talk to to get information.
18 We talked to Mr. Byrd's clients. We talked to all parties
19 and tried to develop and get a factual background and
20 based upon that as we move forward we realized that in the
21 trust aspect our chief witnesses there would be some
22 liability -- liability that occurred on the stand right
23 here in this very courtroom unbeknownst to us before the
24 information from Mr. Levenson came out or some information
25 might have come to us.

1 We also had some situations with the drafter of the
2 will. We had to step back and look. We are the attorney
3 general, but we can't not go ahead on the scorched-earth
4 approach, and, Your Honor, to step back a second some
5 people might have gotten that idea in the Bull Street case
6 in which the general assembly said and the governor said
7 if you sell part of the Mental Health Bull Street location
8 we'll give 50 percent to Mental Health and 50 percent to
9 the general fund and that's a 50 percent split, but we
10 researched the law and it was very clear to us that the
11 four corners of about 13 documents -- not just one will
12 and trust -- that the assets of the Department of Mental
13 Health and Bull Street were impressed with the charitable
14 trust.

15 So, my AG, as you've heard before, argued that case
16 himself. He went and argued against the Governor, against
17 the Budget and Control Board and, actually, the trustee
18 was a stakeholder in the original jurisdiction of the
19 State Supreme Court. There was no settlement in that
20 case. There was even no talk of settlement because of the
21 four corners of the document. That's the same way that
22 you might have heard me mention in the Epworth case.
23 That's where the orphanage got \$300,000 as trustee. They
24 wanted to get all of the \$300,000 at one time and not take
25 the interest of it. We said the four corners of the

1 document -- you can't go in and just override the intent
2 of a testator and give your own distribution. You got to
3 go by the four corners, and that's what the Supreme Court
4 said. You got to go by the four corners of the document.
5 Somebody has got to protect the person who wrote the
6 document.

7 So, and we got another case that is larger than this
8 case which my AG has met with parties three to four to
9 five times and probably received more phonecalls than that
10 in which six attorneys in my office have their
11 fingerprints on it. It is \$100 million. He says the four
12 corners of the document -- We're not going to settle. He
13 said, well, if we file a lawsuit, you got to settle it.
14 We haven't got to settle.

15 So, we look at each case differently. We're quite
16 familiar with the four corners aspect, Your Honor. Here
17 we got a case coming out of the left undue influence. You
18 had things out of the right with Tomi Rae Hynie Brown.
19 There were all of these factors we had to consider in
20 making our decision and another factor that came up, too,
21 Your Honor, is when all of this was kind of going forward
22 in '08 we had difficulty -- the AG met with the PR
23 trustees and we did work out something where we can put
24 them back in office to what we considered appropriate.
25 Along that time we have a meeting and when somebody tells

1 us that your trust assets have gone downhill and, in fact,
2 you're going to need to bring the assets back up. You're
3 dragging the name of James Brown around. That's not
4 helping anybody. So, instead of buying it you're going to
5 have to be a while of just building the assets back up.

6 So, with that in mind and you know all the issues
7 that Professor Medlin mentioned we said we need to get
8 together and talk about it, see where we are. And, Your
9 Honor, any thought that my front office didn't know about
10 it, you try to run a mediation fee and these days and
11 times by the attorney general everything has got to be
12 approved.

13 So before we went to the mediation in Augusta to meet
14 with Mr. Levenson's clients and Mr. Rosen and Professor
15 Medlin's clients -- JC and I did -- We went down and met
16 with them not knowing what was going to come out about it
17 and through that long day and into the evening an
18 agreement was reached and, of course, there is a
19 uniqueness about it. Mr. Levenson's clients signed and
20 Tomi Rae Hynie Brown was there. Of course, the AG wasn't
21 there. We couldn't sign. And since it was not a
22 court-ordered mediation -- we got those now and we take
23 the chief deputy with us, but it wasn't Sonny Jones and it
24 wasn't Jason Nicholson. We made a recommendation to my
25 attorney general. You see from the August 10 document

1 that he signed it. He also signed the addendum himself.

2 So, what we have is we have what we thought was a
3 fair resolution and as Professor Medlin mentioned the
4 renewal and termination rights weren't a kicker in the
5 case at the time. What we wanted to do is end all
6 litigation and not knowing about their new termination
7 rights indepth one point was is there that would continue
8 on with litigation with the group we had not counting
9 Mr. Bells' clients at the time. He said, well, these
10 renewal and termination rights could have been issues. We
11 want to include those, too, because we don't want anymore
12 litigation as far as James Brown.

13 The legacy has been drug through the mud enough.
14 Everybody is kind of saying if I meet them and what do you
15 do at the AG's office and is that case over? It is just
16 the general -- and Your Honor is probably aware of it,
17 too -- just general conversation about it and so we need
18 to look at how to resolve it.

19 Also, there is the cost of litigation. Our office
20 will be there for a long time -- as long as it took, but
21 we realized that the trustees and PR's can incur some
22 fees, and, Your Honor, one thing I may address that
23 Mr. Medlin has talked about is we need to look at this
24 trust to see if we're going to modify it, and to modify it
25 in this sense we bring it back before Your Honor is now it

1 takes kids from kindergarten through college is that
2 feasible? I never have seen one do that before. We might
3 just go with college and there are certain provisions in
4 the code. We can come back to you and say it needs to be
5 modified for the money and so forth.

6 The reason I mention that I was in the courtroom and
7 I was watching a while back and we got a lot of lawyers
8 here, but if Your Honor has had a kid in high school -- I
9 have kids in high school and they're finishing college now
10 and you got 9 through 12 and you get a Palmetto
11 Scholarship that's \$5,000. That's 5000 hours you spent in
12 classroom just to get a 5000 scholarship per year, not
13 counting your studies. Okay?

14 Well, in one day in this courtroom through proper
15 representation of the PR trustees it is \$10,000. So, I
16 see two scholarships gone everyday. Now, that's not
17 saying that the price was too high. It is a fact. What
18 am I doing here? What is my AG doing here? To get this
19 properly before the court it is going to cost a lot. Who
20 is going to suffer? So, one of the factors there was the
21 cost of this litigation and it wasn't the dominating
22 factor, but it was a factor.

23 And the issue -- I got a couple of more matters to
24 touch on, Your Honor, and I think that it's about it
25 unless you have some questions of me. It was mentioned

1 that it's been set forth in pleadings that the AG's plan
2 of settlement is 65 percent. Where these figures come
3 from, I don't know. They come up and say, well, the
4 taxes -- the attorney's fees are taken out of our share or
5 whatever else it might be. We have been unwavering in
6 fact that any provision in this agreement -- the original
7 agreement or the addendum -- that's going to hurt my
8 charitable trust this qualification is out. The AG will
9 be there and we'll fight it all the way.

10 So, there is no question that if we got a right of
11 first refusal and Mr. Medlin commented it's a private
12 foundation. It's different than when it's classified as a
13 public charity, and I don't want to get into too much
14 about that, Your Honor, but we're satisfied if it goes to
15 public charity because public charity has a looser
16 standard because there are people to oversee it -- AG.
17 So, private foundation is more strict to rules you got to
18 go by. It's more wide open to public charity, but still
19 you got to have somebody looking over to make sure it is
20 protected, and while we rely on the experts here and we
21 listen and we done our homework, also, we're going to be
22 watching these and making sure that the charitable trust
23 is protected.

24 So, and like Mr. Levenson mentioned at the last
25 hearing -- well, if he gets 100 percent, that's a big tax

1 liability for him but a good one to have. So, I don't
2 want to hear about us giving away 50 percent because I
3 think, Your Honor, that we have done very well. Mr. Bell
4 is saying every case you got in settling everybody doesn't
5 agree, but, Your Honor, I was there on August 10 and I'm
6 here today and from what I've heard I'm for it and the AG
7 is for it.

8 We think there is a controversy, a major controversy.
9 We think these parties have given a lot. I would say the
10 charity gave a lot, too, but not in the sense of going
11 from zero. There is a controversy. The settlement is
12 fair and reasonable and we want Your Honor -- to ask Your
13 Honor based upon the information and the evidence you have
14 we think it would be appropriate for you to approve it.

15 Our position, Your Honor -- we talked to you about
16 the charitable trust. We don't need to hear with all due
17 respect from Mr. Medlin or Mr. Levenson or the PR
18 trustees. It's the Attorney General and the court of
19 equity. So, with those comments, Your Honor -- also, with
20 the new trustee I think it would be appropriate, Your
21 Honor, that the AG per the agreement could select the
22 trustee and we'd offer up Mr. Bauknight in that position.
23 We don't think there would be any conflict. If any
24 conflict occurs along the way, we can appoint somebody
25 else to handle that issue. We are the ones who appointed

1 him.

2 We would ask that the settlement be approved and we'd
3 ask that Mr. Bauknight be instated as the trustee.

4 THE COURT: Mr. Shahid?

5 MR. SHAHID: Your Honor, if you would bear with me,
6 I'd like to tell a little quick story to the court. I'd
7 like to add a little to what Mr. Jones had just mentioned
8 and Professor Medlin mentioned about this controversy. My
9 grandfather died two days before my trust and estate
10 examination and I mention that because it is brought to
11 mind where I sort of am in this case and my representation
12 of the Guardian Ad Litem, James Brown, II.

13 My grandfather died, Judge, after he had disinvested
14 himself of any property. He came here from Lebanon with
15 not much of a formal education and he worked hard, built
16 up a store, and he gave his children, his grandchildren
17 all that he owned before he died. His last birthday a
18 year before he died he said I leave you with one thing and
19 that is my name.

20 What struck me as I prepared this affidavit and
21 intentionally included in Mr. Slotchiver's affidavit when
22 you asked us to provide you with the agreement and the
23 approval of this agreement that the very first exhibit
24 that I attached was the Certificate of Live Birth of our
25 client -- our ward -- which is I believe an exhibit in

EXHIBIT K

STATE OF SOUTH CAROLINA)
)
COUNTY OF AIKEN)
)

IN THE COURT OF COMMON PLEAS
SECOND JUDICIAL CIRCUIT

HENRY DARGAN MCMASTER, in his)
capacity as Attorney General of the State)
of South Carolina; DARYL J. BROWN,)
on behalf of his minor children, LINDSEY)
DELORES BROWN and JANISE)
VANISHA BROWN; DEANNA J.)
BROWN THOMAS, on behalf of her minor)
children, JASON BROWN LEWIS;)
YAMMA N. BROWN, on behalf of her)
minor children, SYDNEY LUMAR,)
CARRINGTON LUMAR, and TONYA)
BROWN; VANISHA BROWN; and)
LARRY BROWN; TOMMIE RAE)
HYNIE BROWN)

Case No.: 08-CP-02-1647

(Case No.: 07-CP-02-0122)
(Estate of James Brown)

(Case No.: 08-CP-02-00872)
(Wills/Trust/Heirs Matter)

Petitioners,)

- vs-)

RUSSELL L. BAUKNIGHT,)
as Special Administrator and Special)
Trustee for The Estate of James Brown)
and The James Brown 2000 Irrevocable)
Trust, TERRY BROWN, ROMUNZO)
BROWN; FORLANDO BROWN;)
CINNAMON N.M. PARIS; LARHONDA)
PETITT; and JEANNETTE MITCHELL)

Respondents.)

In Re:)

The Estate of James Brown and The James)
Brown 2000 Irrevocable Trust u/a/d)
August 1, 2000)

**ORDER APPROVING
SETTLEMENT AGREEMENT**

FILED 5-26-09
Liz Gaddard
C.C.P.&G.S.
Anita Knoepfle 945
Deputy Clerk

This matter comes before the Court on a Motion for Approval of Settlement Agreement.

The Court commenced the hearing on January 30, 2009, and continued to conduct that hearing

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on March 4, 5, 6, 25, and 26, 2009, and concluded the hearing on April 6, 2009. The following counsel appeared at the hearing related to the Motion for Settlement Approval: (1) Louis Levenson, counsel for Deanna J. Brown, Larry Brown, Yamma N. Brown, individually and on behalf of her minor children Sydney Lumar and Carrington Lumar, Vanisha Brown, Daryl J. Brown, individually and on behalf of his minor children child Janise Vanisha Brown, Lindsey Delores Brown, Jason Brown Lewis, and Tonya Brown; (2) Robert N. Rosen, S. Alan Medlin, T. Heyward Carter, David L. Michel, M. Jean Lee, Andrew W. Chandler, and F. Patricia Scarborough, counsel for Tommie Rae Hynie Brown; (3) Tressa Hayes and James D. Bailey, counsel for Adele J. Pope and Robert L. Buchanan, Jr., (4) A. Peter Shahid, Jr., counsel for Guardian ad Litem Stephen M. Slotchiver; (5) Stephen M. Slotchiver, Guardian ad Litem for James Joseph Brown, II; (6) David B. Bell and Matt Bodman, counsel for Terry Brown, Forlando Brown, and Romunzo Brown; (7) C. Havird Jones, Jr., J.C. Nicholson, III, and Mary Frances Jowers, on behalf of the South Carolina Attorney General; (8) R. Wayne Byrd, counsel for Albert Dallas and Alfred Bradley; (9) James M. Griffin, counsel for LaRhonda Pettitt and Cinnamon Paris; (10) Fred L. Kingsmore, Jr., counsel for Russell Bauknight; (11) Jan L. Warner and Max Pickelsimer, counsel for David Cannon; (12) William Barr, counsel for Jeanette Mitchell; (13) Sonja R. Tate, counsel for Albert Dallas; and (14) Kaymani D. West, counsel for Greenberg Traurig and Joel Katz.

I. Statement and History of the Case

A. Facts and Procedural History

This matter arises out of the Estate of James Joseph Brown, Jr. Mr. Brown died on December 25, 2006, a resident of Aiken County, South Carolina. Mr. Brown's will, dated August 1, 2000, was filed with the Aiken County Probate Court on January 18, 2007. His will

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nominated three individuals as Personal Representatives, and they were appointed by the Probate Court by Order dated January 18, 2007: Albert H. Dallas, David G. Cannon, and Alfred A. Bradley. These same individuals were appointed Trustees of the Trust by the express terms of the Trust.

Mr. Brown's will named six children: Deanna J. Brown Thomas, Yamma N. Brown, Vanisha Brown, Daryl J. Brown, Larry Brown, and Terry Brown (collectively "named children"). Mr. Brown left "all [his] personal and household effects of every kind . . ." to these named children in equal shares per stirpes. All of the named children were alive at the time of Mr. Brown's death. Mr. Brown left the remainder of his Estate to the Trust created under his Irrevocable Trust Agreement dated August 1, 2000. The will provided that the remainder of his Estate would go to the Trust as a pour-over devise.

Mr. Brown's Irrevocable Trust Agreement created two trusts: the Brown Family Educational Trust and the James Brown "I Feel Good" Trust. The Brown Family Educational Trust provides for income to be paid for the benefit of each then-living grandchild who has not reached the age of thirty-five (35) for his education and related expenses. Upon termination of the Family Trust, the balance would be added to the "I Feel Good" Trust. The "I Feel Good" Trust is for the "tuition, educational expenses, and financial assistance of and for poor and financially needy children, youth, or young adults (Who are both qualified and deserving) who seek and have need of such assistance to obtain and further their education at the many educational entities and/or institutions in the State of South Carolina and Georgia." In addition to the three appointed Trustees, the Trust created an Advisory Board of three initial members. The Trust describes the powers of the Trustees, including the power to allocate up to 50% of the gross income from the Trust for the payment of administrative and managerial expenses. The

Trust provides for Trustee Succession. If the Trustee resigns, the Trust provides that he appoint a successor, or upon failure of that, the successor shall be determined by unanimous vote of the advisory board then existing. Failing this, the Court having jurisdiction shall select the successor Trustee. The Trust included a Schedule A listing initial funding of the following: (1) Fifty Dollars (\$50.00); (2) all ownership in James Brown Enterprises, Inc.; and (3) ownership of Mr. Brown's primary residence at 430 Douglas Drive, Beech Island, South Carolina.

Mr. Brown's will was admitted to informal probate on January 18, 2007. On January 26, 2007, the Aiken County Probate Court removed the matter to the Court of Common Pleas. From this time forward, the Aiken County Probate Court continued to remove all matters filed in this Estate to the Court of Common Pleas.

On February 1, 2007, Tommie Rae Hynie Brown filed a Petition for Elective Share or Omitted Spouse's Share, asserting she is the widow of Mr. Brown. She and Mr. Brown were married on December 14, 2001, in Beech Island. She had previously been involved in a putative marriage ceremony with Javed Ahmed on February 17, 1997, in Texas. Mrs. Brown subsequently brought an action to annul her marriage to Ahmed, and the Charleston County Family Court found her marriage to Ahmed void *ab initio* by Order dated April 15, 2004. Among other conclusions, the Court found that Mr. Ahmed was married at the time he entered into his marriage with Mrs. Brown, and therefore he lacked capacity to marry her.

The six named children filed an Emergency Petition for Termination of Appointment of and Removal of Personal Representatives on January 24, 2007. On February 1, 2007, Tommie Ray Hynie Brown filed an Emergency Petition for Appointment of Special Administrator. The Court held a hearing on these Petitions on February 9, 2007. By Order dated February 20, 2007, the Court denied the Petition for Removal of the Personal Representatives and granted the

Petition for Special Administrator. By Order filed March 12, 2007, the Court appointed Adele J. Pope and Robert L. Buchanan, Jr., as Special Administrators. At that time, the Special Administrators' duties were limited and included the power to "monitor, investigate, and oversee the performance by the general Personal Representatives of their duties, and present to the Court any appropriate issues regarding same." By Order filed June 25, 2007, the Court granted the Special Administrators "complete, direct and continuing access to all information, documents and records, in any form, related to James Brown, the Estate of James Brown, the James Brown 2000 Irrevocable Trust and all trusts created thereunder, and all Brown Entities or Interest, however titled."

In addition to the six named children, several other individuals have appeared and claimed rights as children of Mr. Brown: (1) James Joseph Brown, II; (2) Cinnamon Nicole Parris; (3) LaRhonda Petit; and (4) Jeannette Mitchell. James Joseph Brown, II seeks his rights as a pretermitted child, having been born on June 11, 2001, after Mr. Brown wrote his will. Steven Slotchiver was appointed Guardian ad Litem for James Joseph Brown, II, by Order filed June 13, 2007. James Joseph Brown, II filed a Petition for Adjudication of Paternity on August 24, 2007. LaRhonda Pettitt filed an action on August 23, 2007. Cinnamon Nicole Parris filed an action on September 21, 2007. Jeannette Mitchell filed a motion on April 21, 2008.

On July 27, 2007, the Special Administrators filed a Motion and Recommendation of Special Administrators requesting the Court to remove one or more of the Personal Representatives and one or more of the Trustees. A hearing was held on this Motion on August 10, 2007. At the hearing, David G. Carinon resigned as Personal Representative of the Estate, Trustee of the Brown Trusts, and as director, officer, agent, and/or fiduciary of any kind as to

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Mr. Brown, the Estate, the Brown Trusts, and all Brown Entities (except Seventh Decade Productions). Dallas and Bradley remained Personal Representatives and Trustees.

The Court held a hearing on September 24, 2007. At the hearing, the Court heard issues related to David Cannon's obligation to account to the Court. The Court found Cannon in contempt by Order filed October 2, 2007. A hearing to address whether Cannon's contempt was willful was held on November 15, 2007 and continued on November 20, 2007. By Order dated December 18, 2007, the Court found Cannon in willful contempt for failing to pay \$373,00.00 as ordered, and for amending tax returns on behalf of Brown entities after being ordered to give up authority in regard to the Brown entities and for deliberately disobeying the order of this Court. The Court ordered him to confinement with the South Carolina Department of Corrections for six months, though he could purge himself of the confinement by payment of the \$373,000.00, payment to the court of \$50,000.00 to be applied towards various parties' attorney fees, and a fine of \$10,000.00. Cannon appealed this Order, and as of the date of the present Order, the appeal is still pending.

The South Carolina Attorney General appeared at the hearing on September 24, 2007, and requested to intervene to enforce and protect the funds given or appropriated to any charitable trust created by the will or Trust of Mr. Brown, or any other assets of the Estate which may be impressed with a charitable trust. The Georgia Attorney General also appeared and requested to intervene. By Order filed October 11, 2007, the Court granted the Motions to Intervene. The South Carolina Attorney General continues to remain involved in the case. The Georgia Attorney General is no longer participating in the action, as discussed below.

At the hearing on November 20, 2007, Alfred Bradley and Albert Dallas submitted their resignation as Personal Representatives of the Estate and Trustees. By Order dated November

20, 2007, the Court accepted their resignations, and immediately appointed Buchanan and Pope to serve as Personal Representatives and Trustees. The Court did not consult the Advisory Board regarding their appointment. By Motion dated November 30, 2007, Dallas and Bradley moved the Court to vacate its Order accepting their resignations, arguing the Court did not have authority to accept the resignations or authority to appoint Pope and Buchanan as Trustees. The Court heard this matter on February 20, 2008, and denied Dallas and Bradley's Motion by Order filed March 7, 2008. Dallas and Bradley appealed, and as of the date of the present Order, the appeal is still pending.

On December 20, 2007, Tommie Rae Brown filed Petitions to Set Aside the Will and Trust, alleging causes of action for undue influence, fraud, lack of intent, and illusory trust. On December 26, 2007, five of the six named children (all but Terry Brown)¹ filed Petitions to Set Aside the Will and Trust, alleging the same four causes of action.

On January 4, 2008, the Court held a hearing on the Motion for Recusal filed by Dallas and Bradley. By Order filed February 20, 2008, the Court denied this Motion.

The Court held a hearing on February 7, 2008. At that hearing, the Court granted the motion of the Levenson clients to revoke the pro hac vice admission of the Georgia Attorney General, though no written Order has been issued on this matter. The Georgia Attorney General became involved in this matter based on an understanding of the Trust that only students in South Carolina and Georgia qualify for benefits under the "I Feel Good" Trust. However, a careful reading revealed that students can be from anywhere; the only limitation is that they desire to attend a school in South Carolina or Georgia. The Court found that the South Carolina

¹ The six named children, and their children who are Mr. Brown's grandchildren, were all originally represented by Louis Levenson. David Bell was substituted as counsel for Terry Brown, Forlando Brown, and Romunzo Brown.

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Attorney General was the appropriate party to adequately protect the interests of the charitable beneficiaries because the trust situs is in South Carolina.

Also arising out of the hearing on February 7, 2008, the Court issued an Order filed February 25, 2008, allowing the PR/Trustees to sell Mr. Brown's tangible personal property and his home in Beech Island. The PR/Trustees desired to sell the personal property through an auction, and hired Christie's Auction House to conduct the sale. Over objection by other counsel, the Court allowed the sale of personal property.

The Court held a hearing on March 7, 2008. At the hearing, the Court heard arguments on the Attorney General's Objection to the Appointment of Pope and Buchanan as Personal Representatives and Trustees, filed December 14, 2007. The Court heard testimony from Pope, Dallas, and Bradley in connection with the Objection. The Court overruled the objection by Order filed April 10, 2008. The Attorney General filed a Motion to Alter or Amend this Order on April 24, 2008, and subsequently, by Motion dated June 18, 2008, asked the Court to hold the Motion to Alter or Amend in abeyance. This request was based on the fact that the Motion relates to the appointment of successor Trustees, and the pending appeal of Dallas and Bradley also relates to the appointment of Trustees and its outcome may make the Motion moot. Because of the request to hold the matter in abeyance, the Court has not ruled on the Motion to Reconsider.

By Order filed March 10, 2008, the Court required service by publication of the Summons and Order in the case caption 07-CP-02-1222. The Notice was published in the Aiken Standard on April 19 and 26, 2008, and May 3, 2008. The published notice stated that it was "to determine all lawful heirs of James Brown, including lawful heirs at law who may be entitled to

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rights under state and federal laws.” No additional parties have appeared as a result of the publication.

On August 10, 2008, the following parties participated in an informal mediation: Tommie Raye Hynie Brown; the named children and grandchildren represented by Louis Levenson; and the South Carolina Attorney General. The parties reached a settlement which was reduced to writing and signed by all of the participating parties.

At the hearing on August 19, 2008, the parties reported the partial settlement to the Court during an in-chambers conference. The parties also reported in open court that they had reached a resolution among themselves. At that time, the parties did not disclose their signed settlement document.

On September 29, 2008, the South Carolina Attorney General filed a Petition for Removal and Restraint of Trustees, asking that Dallas and Bradley be removed as Trustees, in the event they are Trustees. On November 7, 2008, the Attorney General and the other settling parties filed an Amended Petition for Removal and Restraint of Trustees Dallas, Bradley, and Cannon, and PR/Trustees Pope and Buchanan. The Court has not heard this matter pending the settlement approval. Also on November 7, 2008, the settling parties filed an Emergency Petition for Appointment of Special Administrator and Special Trustee.

During the pending settlement, Pope and Buchanan have filed numerous pleadings in the matter, including the following which were filed in addition to their Responses and Returns to other matters: (1) Motion for Partial Summary Judgment, dated September 12, 2008; (2) Supplemental Motion to Dismiss All “Spousal” Claims of Tommie Rae Hynie Brown, dated September 12, 2008; (3) Motion to Dismiss all Causes of Action to Set Aside the James Brown 2000 Irrevocable Trust, dated September 15, 2008; (4) Motion to Dismiss, dated October 9,

2008; (5) Motion to Intervene and Dismiss, dated October 24, 2008; (6) Motion to Dismiss Robert L. Buchanan, Jr. and Adele J. Pope as Individual Parties, dated November 14, 2008; (7) Motion to Disqualify C. Havird Jones, Jr. and Mary Frances Jowers as Counsel and Related Relief, dated November 14, 2008; (8) Emergency Motion to Quash Subpoena and Protect Evidence, dated November 14, 2008; (9) Motion to Realign, for Partial Summary Judgment and for Mediation after Proper Joinder of Parties and Discovery, dated January 9, 2009; (10) Motion to Alter or Amend Judgment, dated January 14, 2009; (11) Motion for Partial Summary Judgment, dated January 20, 2009; (12) Motion and Memorandum of PR/Trustees for Partial Summary Judgment that the AG and PR/Trustees have a Duty to Defend and Uphold the James Brown 2000 Irrevocable Trust; the Trust and Transfer to the Irrevocable Trust of Beech Island are Valid; and all Challenges to the Irrevocable Trust and the Deed of Beech Island to the Trust are Barred by Statutes of Limitation and Estoppel; and Petition for Mandatory Guidance under section 62-7-932(D), dated February 23, 2009; (13) Emergency Motion for Appointment of Special Administrator and Special Trustee, dated February 27, 2009; (14) Motion to Reconsider, Vacate, Set Aside, Alter and/or Amend and/or Clarify Orders, dated March 12, 2009; and (15) Supplemental Motion of PR/Trustees to Dismiss (where applicable), and for Partial Summary Judgment, dated March 17, 2009.

In addition, they also filed numerous affidavits after the settlement was announced to the Court, including the following; (1) Joint Affidavit of Robert L. Buchanan, Jr., and Adele J. Pope Supporting Demand for Due Process Hearing and Related Relief, dated November 24, 2008; (2) Joint Affidavit of Robert L. Buchanan, Jr. and Adele J. Pope, dated January 20, 2009; (3) Affidavit of Robert L. Buchanan, Jr. and Adele J. Pope in Support of Injunction and Damages for Intentional Interference, dated February 17, 2009; (4) Joint Affidavit of Robert L. Buchanan, Jr.

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and Adele J. Pope, dated February 19, 2009; (5) Affidavit of Adele J. Pope Opposing Removal of PR/Trustees Buchanan & Pope; Denying Emergency; Supporting Stay and Proper Joinder Supporting Proper Notice of Hearings; Supporting Order Compelling parties to Appeal with records to Testify; and Seeking Ruling Under S.C. Trust Code section 62-7-932(D) Related to Principal and Income Charges Under Will/Trust *In Terrorem* Clauses, dated February 23, 2009; and (6) Affidavit of Robert L. Buchanan, Jr. and Adele J. Pope as PR/Trustees Supporting Emergency Motion for Appointment of Special Administrator and Special Trustee with Full Authority to Manage, Preserve and Protect Assets of the Estate of James Brown, the James Brown 2000 Trust, James Brown Enterprises, Inc. and other Brown Entities pending final resolution of all formal testacy/resignation/removal/appointment matters and challenges to the validity of the James Brown 2000 Trust.

The Court held a hearing on November 25, 2008, and at that time the settling parties disclosed the terms of the settlement on the record and reported they were ready to move forward with a hearing to approve the settlement. The Court scheduled a hearing for settlement approval on January 30, 2009. The Court continued to conduct that hearing on March 4, 5, 6, 25, and 26, 2009, and concluded the hearing on April 6, 2009.

By Order filed January 7, 2009, the Court appointed Russell L. Bauknight as Special Administrator and Special Trustee for the "sole limited and exclusive purpose of reviewing and providing input and recommendations to the Court as to the proposed Settlement Agreement among the Petitioners in this case." Ms. Pope and Messrs. Buchanan, Dallas, and Bradley appealed the Court's January 7, 2009 order to the Court of Appeals. The appeals were dismissed.

At the hearing on January 30, 2009, the settling parties reported that Terry Brown had joined the settlement. Thus, all beneficiaries of the Brown Estate/Trust were part of the

settlement agreement. The settlement agreement does not include Cinnamon Parris, LaRhonda Pettit, or Jeannette Mitchell. However, those parties each stated they have no objection to the settlement, pursuant to a stipulation with the settling parties that the settling parties do not intend for the settlement to in any way impact or affect their rights.

B. Related Litigation

While the above actions have been pending, there are numerous collateral matters pending in other jurisdictions. Forlando Brown sued Pope and Buchanan in South Carolina District Court on January 2, 2008. As a grandchild and beneficiary of the Family Educational Trust, Forlando Brown contends in the action that he has not received the scholarship money he is entitled to. His allegations against Pope and Buchanan include the following: (1) that they have irreconcilable conflicts of interest; (2) that they have breached their fiduciary duties; and (3) that they have disregarded the terms of the Trust. He seeks removal of Pope and Buchanan and injunctive relief. This action remains pending in the district court.

The CORBIS litigation is pending in Illinois. This action involves claims brought by Mr. Brown during his life for violation of rights of publicity, violation of the Illinois Consumer Fraud and Deceptive Business Practices Act, and a claim for profiteering on the name and likeness of Mr. Brown without his consent based on CORBIS' sale and offering for sale over the internet of Mr. Brown's photographs for commercial purposes. There is a pending settlement in the CORBIS litigation, and on March 24, 2008, Buchanan and Pope brought an action against the South Carolina Attorney General in Aiken County, asking the Court to approve the terms of the CORBIS settlement agreement.

The Pullman litigation is pending in New York. During his life, Mr. Brown sued the Pullman Group when he was unable to secure a loan from the Royal Bank of Scotland using

future song royalties as collateral because Pullman Group claimed it had exclusive authority to broker the transaction. The Pullman Group filed a counterclaim, and this action remains pending against the Estate.

On April 6, 2009, Jacqueline Hollander filed an action in the Northern District of Illinois against Pope, Buchanan, and the State of South Carolina. She seeks a finding that she and Mr. Brown were partners and the "I Feel Good" Trust was an extension of the partnership, which she owns as the surviving partner.

C. Synopsis of Settlement Agreement

The settlement agreement dated August 10, 2008, and amended and restated on March 3, 2009, was entered into by and among Henry D. McMaster, Attorney General of South Carolina (the "Attorney General"), Tommie Rae Brown, individually and on behalf of her minor child, James Joseph Brown, II, Larry Brown, individually and on behalf of his minor child Janise Vanisha Brown, Lindsey Delores Brown, Venisha Brown, Deanna J. Brown, Jason Brown-Lewis, Yamma N. Brown, individually and on behalf of her minor children, Sydney Lumar and Carrington Lumar, Daryl J. Brown, and Tonya Brown, and Terry Brown (the "Settling Parties"). The salient points of the settlement agreement are as follows:

1. The purpose of the agreement was to settle any and all differences among the settling parties concerning the disposition, whether by will or otherwise, and/or transfer of any assets owned or controlled by James Brown, whether by will, intestacy, trust, or nonprobate means, state or federal law, and of substantial significance, to come together as a family to honor the legacy of Mr. Brown.
2. The settling parties intend for the agreement to be a binding private settlement agreement but also are seeking court approval of the settlement.

3. Tommie Rae was the legal wife of James Brown, during his lifetime and at the time of his death, and qualifies as his surviving spouse.

4. The children and grandchildren who are parties to the agreement were and are the lawful and/or legitimate biological issue and heirs of James Brown during his lifetime and were in life and at the time of his death, and qualify as his surviving issue. No DNA testing will be required of any child or grandchild who is a party to the agreement.

5. A professional fiduciary will replace Robert Buchanan and Adele Pope as Personal Representatives of the Estate of James Brown and as Trustees of the August 1, 2000 Irrevocable Trust of James Brown.

6. A charitable trust substantially similar to the August 1, 2000 Irrevocable Trust (hereinafter the "Charitable Trust") shall be created and/or maintained and shall be valid and enforceable. The South Carolina Attorney General will have sole authority to select, remove, and replace the Trustee who will manage the Charitable Trust. The children and Tommie Rae shall each be empowered to select a trustee from whom the managing trustee will seek input and advice.

7. The settling parties will create an entity (the "settlement entity") that will receive any and all assets and or proceeds payable to any of the parties, now or in the future, by virtue of any rights of James Brown, any of the entities of James Brown, the Estate of James Brown, the August 1, 2000 James Brown Irrevocable Trust and the charitable trust created thereunder, in any probate or non-probate assets, tangible and intangible, included in the gross estate of James Brown, as well as any and all rights and interests in any assets outside of the gross estate of James Brown, and/or any rights the parties have as heirs, devisees, and/or successors to James Brown for any purpose, including, but not limited to, any royalties, trademarks, termination

rights and other interests created by federal copyright statute or laws for heirs at law, the Beech Island real estate, all of the James Brown intellectual property rights to royalty, persona, image, likeness, royalties etc. (collectively, the "James Brown Assets"). The parties will divide any and all such assets and/or proceeds, and maintain beneficial ownership interests in the settlement entity, in the following proportions for as long as such assets and proceeds are paid into said entity or any successor entity thereto: (1) a net 47.5% to the Charitable Trust; (2) a net 23.75% to Tommie Rae, which includes any share attributable to James Joseph Brown, II (by agreement between Tommie Rae and the Guardian ad Litem for James Joseph Brown, II, he will receive a 4.79% interest in the settlement entity to be held in trust and the remainder interest in another 4.79% interest in the settlement entity to be held in trust); and (3) a net 4.79% interest in the settlement entity to each of the children who are settling parties (with the exception of James Joseph Brown, II, who is provided for as discussed above). The Charitable Trust retains a 50% voting and control interest in the Settlement Entity, and the named children and Tommie Rae Brown (including any share attributable to James Joseph Brown, II) shall each retain a 25% voting and control interest. Tommie Rae waives any spousal right she may have to such assets to the extent that they might otherwise exceed her interest in the settlement entity. The children waive any rights to the Brown Assets to the extent that they might otherwise exceed their interests in the settlement entity.

8. All settling parties waive any claim or right to seek forfeiture against any party pursuant to any in terrorem and/or no-contest clause under any will or trust of James Brown, and specifically agree that any and all contests that were brought were in good faith and with probable cause.

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9. The promissory note and security deed currently due from the parties represented by Levenson to the Estate of James Brown (with respect to the property known as Pops house, which is the home of the father of James Brown) will be marked satisfied and paid in full by the settlement entity for no additional payment being due.

10. Terry Brown will receive an exclusive due diligence period of six months during which he can market the assets of the Estate and a Right of First Refusal that terminates in 10 years. However, the settling parties do not have to agree to sell any or all of the assets and a 2/3 majority is required to do so.

11. A trust similar to the Brown Educational Trust under the 2000 Irrevocable Trust will be established for the grandchildren of James Brown, and their issue, for as long as allowed under the applicable Rule Against Perpetuities, but in no event lasting for a period longer than 90 years from December 25, 2006. This Brown family educational trust shall be funded with a principal amount of \$2 million, which shall be carved out from the share of assets and proceeds payable to the Charitable Trust. Upon the termination of this Brown family educational trust, the remaining principal and any undistributed income shall be distributed to the Charitable Trust.

12. Any and all will and trust contests will be dismissed.

13. The parties agree that the settlement entity and/or the parties will endeavor to create an appropriate and respectful museum or other memorial burial place acceptable to the settlement entity in which to maintain the remains of James Brown, preferably at 430 Douglas Drive, Beech Island, if feasible. If such is not accomplished within 7 years from the date of the agreement, then in that event the remains will be interred in the cemetery where the parents of James Brown currently are located in Augusta, GA, with the settlement entity paying expenses of relocation. The settling parties shall all have reasonable opportunities to visit privately the

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gravesite upon reasonable notice. The parties waived any right to otherwise direct the location of the gravesite as a result of their status under law.

II. Findings of Fact and Conclusions of Law

A. Parties, Notice, and Jurisdiction

For several reasons, I find that the interested parties have been properly notified, given an opportunity to be heard, afforded all appropriate due process rights, and thus appropriately represented at the hearing to approve the settlement. Ms. Pope and Mr. Buchanan claim a lack of notice. The notice for the hearing commenced on January 30, 2009, was provided on December 5, 2008, in advance of the time required under any applicable rule. The Court commenced the hearing on January 30, 2009, and continued to conduct that hearing on March 4, 5, 6, 25, and 26, 2009, and concluded the hearing on April 6, 2009. Because these dates involved the conduct of the same hearing commenced on January 30, 2009, notice was proper.

1. The settling parties' agreement does not impact rights other than their own. Thus, assuming arguendo that there were interested persons in the Estate of James Brown who were not properly notified and given an opportunity to be heard (although there are none), their lack of participation in the hearing, assumed for the sake of argument, would not affect the ability of this Court to approve the settlement.

South Carolina Probate Code (SCPC) section 62-3-912 recognizes that parties may enter into a private settlement agreement without court approval. The agreement may be among fewer than all persons interested in an estate. Moreover, that section requires personal representatives to honor the terms of the private settlement and to continue the administration of the estate for the benefit of those who are not parties to the settlement. By requiring the personal representatives to both honor the settlement and to continue administering the estate for those

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successors who are not parties to the agreement, section 62-3-912 evidences the legislative intent to recognize as valid settlements among some but not all of the successors to an estate. Moreover, the parties to the settlement agreement are all successors to the Estate. SCPC section 62-1-201(42) broadly defines “successors” to include “those persons, other than creditors, who are entitled to property of a decedent under his will or this Code.” The charitable successors are properly represented by the Attorney General of South Carolina, as discussed below.

SCPC sections 62-3-1101 and 62-3-1102, authorizing a court to approve a settlement agreement, also recognize the validity of a settlement by fewer than all parties. Section 62-3-1102 requires that the settlement be signed by all competent persons whose beneficial interests or claims will or may be affected by the settlement. As with section 62-3-912 discussed above, section 62-3-1102 thus recognizes that a settlement agreement may be effectuated by fewer than all the interested persons in an estate; only those whose interests will or may be affected by the settlement must be signatories.

Section 62-3-1102 also provides that fiduciaries have an opportunity to be heard at a settlement approval hearing but do not have the authority to veto a settlement presented to the court for approval. Although section 62-3-1102 recognizes that a fiduciary may be a party to a settlement and even propose its approval to the court,² it provides that a fiduciary who is not a

² The ability of a fiduciary to agree to be a party to a settlement is recognized in *University of Southern California v. Moran*, 365 S.C. 270, 617 S.E.2d 135, (Ct. App. 2005), providing that when a trustee joins in the execution of a settlement agreement, a trust beneficiary, although given the opportunity to notice and to be heard, cannot veto the settlement. *Moran* does not apply to the matter *sub judice*, which deals with a different situation: the fiduciary did not join in the execution of this settlement agreement. In the case *sub judice*, section 62-3-1102 clearly provides that, because the fiduciaries did not join in the settlement agreement, this Court can nevertheless approve the settlement and direct the fiduciaries to join in the execution of the approved agreement.

party to the settlement can be directed by the court to execute the agreement after it is approved by the court.

2. Even though fewer than all interested persons can enter into a private settlement agreement and a court can approve such an agreement, all necessary parties are represented in this matter.

The SCPC provides that personal representatives and trustees represent and bind their beneficiaries for purpose of notice and hearing. See SCPC sections 62-1-403, 62-7-301, and 62-7-303.

Ms. Pope and Mr. Buchanan, the personal representatives of the Estate, were appointed to represent any successor of the Estate, whether by any valid will of Mr. Brown or by intestate distribution. Thus, any successor who would take from the probate estate of Mr. Brown would be properly represented by Ms. Pope and Mr. Buchanan, who do not have a conflict of interest with any of the successors.

Similarly, any beneficiaries of the 2000 Irrevocable Trust, if valid, would be represented by Ms. Pope and Mr. Buchanan as trustees of that trust. Any beneficiaries of the 1999 Revocable Trust, if valid, would be represented by Messrs. Bradley, Cannon, and Dallas as trustees of that trust who participated in the settlement hearing.

There can be no other successor or beneficiary with an interest in the Estate of James Brown or in the 2000 Irrevocable Trust or the 1999 Revocable Trust. Any successor or beneficiary of the Estate or those trusts were represented by the appropriate fiduciaries. Moreover, minor children of the settling parties were also properly represented by their parents

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who executed the agreement, and any charitable beneficiaries of the Estate and trusts were also properly represented by the South Carolina Attorney General.³

3. In addition to the notice and opportunity to be heard afforded by the representation discussed above, I find that any interested person also received notice and an opportunity to be heard pursuant to the publication of notice directed by order of this Court filed on March 10, 2008, as discussed above.

4. It is clear that the Attorney General in his *parens patriae* capacity has the authority to protect the public interest and to enforce the due application of those funds given or appropriated to any charitable trust, and the Attorney General is the proper party to protect the interests of the public at large in the matter of administering or enforcing charitable trusts. See *South Carolina Dep't of Mental Health v. McMaster, et al.*, 372 S.C. 175, 642 S.E.2d 52 (2007) (Attorney General is charged with the protection of public charities and is required to enforce the due application of fund given or appropriated to such charities); *Epworth Children's Home v. W. F. Beasley, et al.*, 365 S.C. 157, 616 S.E.2d 710 (2005); and *Furman Univ. v. McLeod*, 238 S.C. 475, 482, 120 S.E.2d 865, 868 (1961); also see S.C. Code Ann. §1-7-130 and S.C. Code Ann. § 62-7-405(c).

³ Ms. Pope and Mr. Buchanan contend that notice and hearing opportunities should have been afforded Salkehatchie, Voorhees, and USC Aiken as beneficiaries of the 1999 Revocable Trust and to the members of the advisory board they attempted to appoint in their capacities as trustees. If these parties were interested, they were represented as discussed above. However, none of these three institutions of higher learning nor the advisory board members are interested persons. The colleges are not the beneficiaries of any trust; as noted by Mr. Buchanan in his testimony, it is the students who would attend those schools who are the beneficiaries, and they are already represented as discussed above. (If those three colleges would have to be parties to any action involving the 1999 trust, then by extension every educational institution in South Carolina and Georgia would have to be parties to any action involving the 2000 trust.) The advisory board members have no beneficial interest in the trust.

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It is noted that section 62-7-405(c) also allows the settlor, trustee, and among others [i.e. parties with "special interests"] to enforce a charitable trust. The general law is that the purpose for providing authority pursuant to statute to allow other parties to bring an action to enforce charitable trusts was to provide assistance to the Attorney General because of that Office's lack of resources to be in all charitable trust cases. See Bogert *Trusts and Trustees* § 411 - "The attorney general as the protector, supervisor and enforcer of charitable trusts." However, when the Attorney General does appear in litigation involving a charitable trust either by motion for intervention or being brought in by an amendment to the pleadings, he has the right to take charge and control that portion of the litigation which relates to the charitable trust. *Kolin, et al. v. Leitch, et al.*, 99 N.E.2d 685, 687 (Ill. 1951). As previously stated, the South Carolina Attorney General's Motion to Intervene in this matter was granted by Order filed October 11, 2007.

This authority that allows the Attorney General to control the litigation also provides that the Attorney General has exclusive authority, in order to protect the public interest, to settle or compromise litigation.⁴ See *Sarkeys v. Independent School Dist.*, 592 P.2d 529 (Okla. 1979).

In *Sarkeys*, the Court approved a settlement involving a charitable trust entered into by the parties and the Attorney General. Settlor's descendants appealed. The Court found that they did not have standing to appeal in the absence of an appeal by the Attorney General because the Attorney General was in control of the case. Similarly in *Application of Schlusel*, 89 N.Y.S.2d

⁴ See 81 A.L.R. 124 (with updates, originally published in 1932), citing *Cooley v. South Carolina Tax Comm'n*, 204 S.C. 10, 28 S.E.2d 445 (1943) and *State v. Southern R. Co.*, 82 S.C. 12, 62 S.E.2d 116 (1908), at page 7: The general authority of the attorney general, at common law under the various constitutional and statutory provisions, to compromise or settle disputes in litigation in which the state is an interested party, and to direct dismissal of the proceedings, so far at least as the public interest is concerned, provided there is doubt and an honest dispute as to the state's rights and the compromise or settlement is a bona fide one, is well settled.

47 (1949), the Court stated as follows in regards to the Attorney General's authority to enter a settlement agreement: "Under the authorities, it is, therefore, within the competence of the Attorney General to bind the uncertain charitable beneficiaries by [a compromise]." Also see *In Re Estate of Smith*, 349 N.Y.S.2d 281 (N.Y. Surr. Ct. 1973), appeal dismissed, 355 N.Y.S.2d 994 (N.Y. App. Div. 1974), appeal denied, 321 N.E.2d 555 (N.Y.) (allowing Attorney General to enter into settlement agreement on behalf of charitable beneficiaries and over executor's objection; rejecting executor's contention that Attorney General did not have authority to compromise on behalf of charitable beneficiaries; observing that to delve too deeply into Attorney General's reasons to compromise could jeopardize charitable beneficiaries' ultimate case if not settled; nevertheless finding that the Attorney General had sufficient reason to enter settlement and was not making "gift"; noting that failure to settle risked charities ending up with nothing; observing that settlement of cases is desirable; holding that the Attorney General has the right and the power to enter into compromise on behalf of charitable beneficiaries, subject only to an abuse of discretion standard, which was not abused in this case.).

Therefore it is for the Attorney General, as the officer charged with the duty of protecting charitable beneficiaries, to exercise his discretion as to the appropriateness of a settlement. It is the responsibility of this Court in reviewing the record to determine if the Attorney General acted in good faith entering into this compromise agreement. Factors to be considered by the Court include whether the Attorney General has given careful consideration to his decision with relation to the compromise and whether the Attorney General's decision is based upon solid legal judgment and a full consideration of all the facts and circumstances available. It would be appropriate for the Attorney General to include in his review whether there was a possibility that the final outcome of this litigation was in doubt and the continued expense to the charitable trust

by additional litigation. See *In Re Estate of Smith*, supra at 283-4. These factors for my consideration are subsumed in the requirements of section 62-3-1102 that the settlement be in good faith and that it is just and reasonable. Therefore I find that the Attorney General has the power pursuant to his common law and statutory authority to protect the charitable beneficiaries, to control such litigation as to the charitable interests when he is a party, and to compromise and settle such interests where appropriate.

B. Standard for Approving Settlement

South Carolina Probate Code section 62-3-1102 provides that the Court shall approve the settlement and direct the fiduciaries to execute the agreement if it: (1) finds the contest or controversy is in good faith, and (2) the effect of the agreement on interested persons is just and reasonable.

1. Good faith controversy

Based on the history of matters involving the Estate and other issues related to James Brown, I find that it is incontrovertible that a good faith controversy exists. Any of the factors discussed hereinafter could constitute grounds for finding that a good faith controversy exists. The cumulation of these issues creates an overwhelming set of grounds for finding that a good faith controversy exists. Some of the more salient issues are as follows:

a. The Levenson clients and Tommie Rae Brown brought actions to contest the 2000 Will and the 2000 Irrevocable Trust. Although the contestants raised other reasons for the contest, a compelling argument was that Cannon, Dallas, and Bradley unduly influenced Mr. Brown into executing those documents. Without deciding whether the undue influence argument has merit, I find that argument certainly has a foundation in good faith. The 2000 Trust names Cannon, Dallas, and Bradley as trustees. The 2000 trust authorizes the trustees to expend up to

50% of gross income for management expenses.⁵ Based on testimony from Ms. Pope and Mr. Ruff, the estate planning expert presented by Ms. Pope and Mr. Buchanan, such a provision is unprecedented, especially in a charitable trust. On behalf of the estate and trust, Ms. Pope and Mr. Buchanan have brought an action against Messrs. Cannon, Dallas, and Bradley, alleging inter alia that Messrs. Cannon, Dallas, and Bradley practiced undue influence on Mr. Brown and used various entities controlled by them to syphon off his assets, effectively under the guise of management expenses. Ms. Pope testified that Mr. Cannon told her he could get half of Mr. Brown's estate, if he wanted.

Moreover, the voluminous file of the drafter of the 2000 will and trust (and of the 1999 will and trust), Mr. Herring, is in evidence. That file contains a blank deed apparently signed by Mr. Brown and witnessed. There is no valid reason to create such a document, and its existence certainly adds additional credence to the argument against the validity of any document prepared for Mr. Brown by Mr. Herring. Upon questioning, Mr. Buchanan could testify to the existence of only one document that may be in that voluminous file that possibly represents direct correspondence between Mr. Herring and Mr. Brown. There is evidence in the file that Mr. Herring and Mr. Cannon are good friends.

Furthermore, the credibility of four principal witnesses to the validity of the 2000 will and trust is questionable. Mr. Herring is in jail for murder. The accuracy and veracity of the testimony in this matter by Messrs. Cannon, Dallas, and Bradley is suspect and at times

⁵ Whether the 50% provision would be valid, in light of the charitable savings clause language in the trust, is irrelevant to the issue of undue influence. The issue is whether the alleged practitioners of undue influence believed at the time of preparation and execution of the 2000 will and trust that the 50% provision would be enforceable. Assuming they did, otherwise why would a known invalid provision be included, that could be evidence of undue influence.

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contradictory. For example, Mr. Dallas testified that he signed a stipulation presented to this Court knowing it to be false because he did not want to lose his position as fiduciary. This is an astonishing admission that he did and would lie to this Court to protect his position as a fiduciary. The questionable credibility of the four witnesses most involved with the preparation and execution of the 2000 will and trust certainly supports the good faith basis of the contestants' claims.

If the 2000 will and trust were found to be invalid for undue influence, and the issue of whether the 1999 will and trust were valid was then raised, the same arguments as above could be asserted against the validity of the 1999 will and trust, and that controversy would also be in good faith.

In her testimony, Ms. Pope asserted that the case of *Russell v. Wachovia Bank, N.A.*⁶ was controlling. That case is not controlling. The issue before this Court is whether the proposed settlement agreement is the result of a good faith controversy and whether the agreement is just and reasonable. There was no settlement agreement in *Russell*. The gist of the *Russell* case was whether a federal appellate court judge still sitting on cases until a few weeks before his death was the victim of undue influence practiced by family members. The circumstances of Mr. Brown's execution of the 2000 will and trust documents are not the same as in the *Russell* case.

b. In addition to the controversy over the validity of any will and trust executed by Mr. Brown, a good faith controversy exists over what property if any was funded into the 2000 trust and what property if any would pass through the probate estate pursuant to the 2000 will.

⁶ 370 S.C. 5, 633 S.E.2d 722 (2006); 353 S.C. 208, 578 S.E.2d 329 (2003).

Testimony demonstrates that records that would adequately prove the provenance of any trust or probate assets are either non-existent or too scanty to provide adequate proof. Moreover, testimony from the three original trustees is contradictory. They executed a stipulation representing that the only assets of the 2000 trust were the Beech Island real estate and 50 dollars. Subsequently, Mr. Dallas testified that the stipulation was incorrect and that he had joined in the stipulation to avoid losing his position as fiduciary. The fiduciaries ultimately sought to withdraw the stipulation.

More specifically, questions remain as to whether James Brown Enterprises, Inc. ("JBE, Inc.") was transferred to the trust during Mr. Brown's lifetime. Available documentation shows that any attempted transfer was incomplete. Furthermore, income tax returns filed on behalf of JBE, Inc. showed Mr. Brown, not the 2000 trust, as the owner. Nevertheless, the ownership of JBE, Inc. is uncertain. Even if the ownership of JBE, Inc. could be confirmed, determining what assets if any JBE, Inc. owns is also problematic due to a dearth of documentation.

The ownership of the relevant assets as between the estate and the trust could affect the assets subject to the spousal share claims of Tommie Rae Brown, as discussed below, as well as the omitted child share claim of James Joseph Brown, II, as discussed below.

Any assets that would pass pursuant to the 2000 will would be subject to spousal share claims and omitted child claims. Also, a good faith argument exists for subjecting any assets of the 2000 trust to the elective share, pursuant to the *Seifert* and *Dreher* decisions,⁷ and by analogy, to the omitted spouse and omitted child shares. Because testimony demonstrated that Mr. Brown retained control of the 2000 trust, it could be deemed a revocable trust, which would

⁷ *Seifert v. Southern Nat. Bank of South Carolina*, 305 S.C. 353, 409 S.E.2d 337 (1991); *Dreher v. Dreher*, 370 S.C. 75, 634 S.E.2d 646 (2006).

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be subject to the elective share and, by extension, to the omitted spouse share and omitted child share.

Moreover, certain assets, such as the copyright termination rights would not belong to the 2000 trust or to the probate estate, instead passing by federal law to the federal statutory heirs.

Further confusing the question of ownership is the question of the validity of the 1999 revocable trust. Mr. Dallas, one of the trustees of that trust, testified that he did not know if the 1999 trust had been revoked in accordance with its provisions. Nor was any evidence produced from Mr. Herring's file that the 1999 trust had been revoked. If that trust was valid and was not revoked, then ownership issues similar to the 2000 trust arise as to the 1999 trust. If the 1999 trust was valid and not revoked, then any assets owned by that trust might not be included in the 2000 trust or the probate estate. Furthermore, any assets owned by the 1999 revocable trust would clearly be subject to the elective share pursuant to *Seifert* and *Dreher* and, by analogy would be subject to the omitted spouse's share and the omitted child's share.

If the 1999 trust was valid, funded, and not revoked, then the trustees of the 2000 trust had no power or control over those assets.

c. A compelling factor in finding that a good faith controversy existed is the assertion of Tommie Rae Brown (Mrs. Brown) of elective share and omitted spouse's share claims. If Mrs. Brown qualifies as a surviving spouse, then she would clearly be entitled to an elective share and may well qualify for an omitted spouse's share. The elective share would be one-third of the probate assets plus any assets held by a revocable trust, pursuant to *Seifert* and *Dreher*. The omitted spouse's share would be one-half of the probate assets plus, by analogy to *Seifert* and *Dreher*, any assets held by a revocable trust. In addition, Mrs. Brown would have a

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claim as a surviving spouse under federal copyright law to receive one-half of the copyright termination rights.

Asserting the *Lukich* decisions,⁸ the personal representatives and trustees have argued vigorously that Mrs. Brown does not qualify as a surviving spouse. They contended that she had an impediment to her marriage to Mr. Brown because she was already married at the time to Javed Ahmed. However, the evidence demonstrated that the Charleston County Family Court held as a finding of fact and a conclusion of law that Mrs. Brown had no impediment to her marriage to Mr. Brown because she was never previously married to Javed Ahmed as he had an impediment to that purported marriage: he was already married at the time. The family court order shows that Javed Ahmed was properly served by publication.

The *Lukich* decisions effectively held that an annulled marriage could not relate back to the time of the creation of the annulled marriage for purposes of removing an impediment to a subsequently attempted marriage. However, Mr. Buchanan admitted in his testimony that the *Lukich* decisions provided that its holding could not apply to a marriage that never had validity, as is the case with Mrs. Brown's putative marriage to Javed Ahmed, which according to the family court order was never valid because Javed Ahmed himself had an impediment to that putative marriage. Thus, rather than supporting the position of the personal representatives and trustees, *Lukich* supports the position of Mrs. Brown as Mr. Brown's surviving spouse.

Moreover, Mr. Buchanan also admitted in his testimony that *Lukich* held that a third party has no right to intervene in a marriage proceeding, such that Mr. Brown had no right to intervene in the proceeding brought by Mrs. Brown to determine that there was an impediment to her

⁸ 379 S.C. 589, 666 S.E.2d 906 (2008); 368 S.C. 47, 627 S.E.2d 754 (Ct. App. 2006).

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marriage to Javed Ahmed. Rather, the evidence demonstrates that Mr. Brown paid Mrs. Brown's legal fees to bring that action.

The personal representatives and trustees assert that Mr. Brown brought his own annulment action against Mrs. Brown. The record shows that action was commenced after the commencement of the Javed Ahmed action. Mr. Brown and Mrs. Brown mutually consented to a dismissal of the annulment action brought by Mr. Brown. Although the personal representatives and trustees assert that the consent order of dismissal includes a waiver by Mrs. Brown to ever claim any status as a common-law spouse, that waiver, even if valid under the law, is immaterial to the matter *sub judice*. Mrs. Brown is not asserting her claim as a common-law spouse but rather as a surviving spouse based on her ceremonial marriage to Mr. Brown and their South Carolina marriage license and certificate.

The evidence also demonstrates that, in his authorized autobiography, Mr. Brown represented that he was married to Tommie Rae Brown. Significantly, his autobiography was copyrighted and first published in 2005, after the conclusion of both family court matters discussed above.

Thus, based on *Lukich*, Mr. Brown (or any third party) did not have the right to intervene or contest the family court order holding that there was an impediment to the purported marriage between Mrs. Brown and Javed Ahmed. If he did not have that right, neither do his fiduciaries. Thus, as to the estate and any trust, that family court order, as well as the marriage license, constitute the law of the case as to that issue.

In the settlement agreement, the settling parties agree that Mrs. Brown is the surviving spouse of Mr. Brown, presumably spurred on by the compelling factors discussed above. Treating Mrs. Brown as the surviving spouse provides substantial benefit to the settling parties,

including the charitable beneficiaries. Her status as surviving spouse allows the estate to claim a marital deduction for those assets passing to her, which increases the net amount passing to the settlement entity, in which the charitable beneficiaries have a share and thereby benefit from that tax savings.

d. Another factor evidencing the existence of a good faith controversy is the omitted child's claim submitted on behalf of James Joseph Brown, II by his guardian ad litem. Pursuant to SCPC section 62-2-302, a child born after the execution of the testator's will is entitled to receive his intestate share if omitted from the will. The 2000 will was executed before the birth of James Joseph Brown, II. Although the personal representatives contested that James Joseph Brown, II was the biological child of Mr. Brown, substantial evidence would demonstrate that James Joseph Brown, II is indeed the biological child of Mr. Brown. Mr. Brown's describes James Joseph Brown, II as his son in his autobiography. Mr. Brown is listed as the father on the birth certificate. Mr. Brown obtained health insurance and social security benefits for James Joseph Brown, II by representing that he was his son;⁹ he named him as his son in his medical directive. The guardian ad litem procured a DNA test demonstrating that there was a greater than 99 percent probability that they were father and biological son. James Joseph Brown, II is presumed to be the child of the marriage of Mr. Brown and Mrs. Brown because that marriage was valid, as discussed above. Even though James Joseph Brown, II was born before that marriage, the subsequent marriage of Mr. Brown and Mrs. Brown would legitimize James Joseph Brown, II, pursuant to SCPC section 62-2-109.¹⁰ Although James Joseph Brown, II would not

⁹ Thus, to find that James Brown II was not the son of Mr. Brown opens the door for a claim that Mr. Brown defrauded the health insurance carrier and social security.

¹⁰ This would be true even if the marriage was not valid. SCPC section 62-109 legitimizes a child if his parents

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need to be legitimate to qualify under section 62-2-302 for his intestate share, it is an additional factor to consider.

James Joseph Brown, II is not automatically entitled to an omitted child's share merely because he is found to be Mr. Brown's son. One operative exception to the granting of the omitted child's share is if the testator specifically provides for overriding the statutory share. One might argue that language in Mr. Brown's 2000 will does specifically provide for such an override, but there is compelling authority to the contrary.¹¹ Ultimately, that issue would be decided by determining Mr. Brown's intent.

The settling parties agree that James Joseph Brown, II is the biological child of Mr. Brown. Treating him as a child provides substantial benefit to the settling parties, including the charitable beneficiaries. His status as a child allows him to claim, for the benefit of the settlement entity, a federal copyright termination rights share. Moreover, treating James Joseph Brown, II as the child of Mr. Brown does not detrimentally impact the settlement entity, including the charitable beneficiaries, because according to the settlement agreement his share is paid from Mrs. Brown's share.

e. Another factor indicating the existence of a good faith controversy involves the applicable time to contest the 2000 trust. Section 62-7-5 provides that a trust is voidable if it resulted from fraud, coercion, or undue influence — the gravaman of the contestant's actions to contest the trust. The fiduciaries contend that the statute of limitations to contest the 2000 trust

subsequently attempt to marry even in the attempted marriage is not valid.

¹¹ See, e.g., *Estate of Robbins*, 756 A.2d 602 (N.H. 2000); *Estate of Torregano*, 352 P.2d 505 (Cal. 1960). The estate would bear the burden of proof. *In re Estate of Hoigaard*, 360 N.W.2d 360 (Minn.App.1984).

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has run. However, for the reasons discussed below, the contestants would have viable arguments that no statute of limitations would bar their contest.

i. As to fraud

Assuming arguendo that the 2000 trust is irrevocable, South Carolina follows the discovery rule for fraud, which commences the running of the statute of limitations from discovery of the fraud itself or of such facts as would have led to the knowledge thereof, if pursued with reasonable diligence. *Burgess v. American Cancer Soc., South Carolina Div., Inc.*, 300 S.C. 182, 386 S.E.2d 798 (Ct. App. 1989). A suspicion alone is not sufficient to place a party on inquiry. *Beattie v. Pool*, 13 S.C. 379 (1880); *Hunt v. Smith*, 202 S.C. 129, 24 S.E.2d 164 (1943). The burden would be on the fiduciaries to show that the contestants had knowledge of the fraud or of such facts as would have led to knowledge if pursued with reasonable diligence. *Grayson v. Fidelity Life Ins. Co.*, 114 S.C. 130, 103 S.E. 477 (1920); *Means v. Feaster*, 4 S.C. 249 (1873); *Richardson v. Mounce*, 19 S.C. 477 (1883). The contestants would also assert that the fraud was continuing, so that any applicable statute of limitations did not commence any sooner than Mr. Brown's death.

The original trustees would be the alleged perpetrators of the fraud. The commission of a fraud or an intentional misrepresentation therefore estops the trustees from asserting any statute of limitations. See *R WE NUKEM Corp. v. ENSR Corp.*, 644 S.E.2d 730 (2007); *Hunter v. American General Life and Acc. Ins. Co.*, slip copy (D.S.C. 2004) (2004 WL 5231631); *Holmberg v. Armbrecht*, 327 U.S. 392 (1946). Moreover, even if the trustees did not engage in fraud or make intentional misrepresentations, they are estopped from asserting any statute of limitations because the settling parties reasonably relied on the words and conduct of the trustees in allowing any limitations period to expire. See *Regions Bank v. Schmauch*, 582 S.E.2d 432 (Ct.

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App. 2003); *Hedgepath v. American Telephone and Telegraph Co.*, 559 S.E.2d 327 (Ct. App. 2001); *Kleckley v. Northwestern Nat. Cas. Co.*, 526 S.E.2d 218 (2000); *Harvey v. South Carolina Dept of Corrections*, 527 S.E.2d 765 (Ct. App. 2000); *Brown v. Pearson*, 483 S.E.2d 477 (Ct. App. 1997).

The fiduciaries assert that the recordation of the certificate of trust commenced the running of the statute of limitations. However, recordation of a deed will not, by itself, be sufficient notice to put a party on inquiry as to the existence of a fraudulent conveyance. *Tucker v. Weathersbee*, 98 S.C. 402, 82 S.E. 638 (1914); *Means v. Feaster*, 4 S.C. 249 (1873).

ii. As to undue influence

Statute of limitations for fraud would not apply to the contestants' claims for undue influence because undue influence is an action in equity. *Dixon v. Dixon*, 362 S.C. 388, S.E.2d 849 (2005).

iii. Tolling as to minors

To the extent that any statute of limitations would apply to the trust contests, the contestants would assert that the statute of limitations would be tolled for a minor, such as James Joseph Brown, II.

iv. If the trust is deemed revocable, then SCPC section 62-7-604 provides that the trust contests were timely commenced.

f. One additional salient factor demonstrating the existence of a good faith controversy involves the issue of the ownership of federal copyright termination rights. Federal copyright law provides a termination right to a songwriter who has assigned some or all of his

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copyright rights to a third party, such as a publisher.¹² Testimony revealed, Mr. Brown assigned at least a substantial number of his copyrights to one or more publishers and he assigned to one or more third party entities the remaining rights to a substantial number of his copyrights. Federal copyright law allows a songwriter who is alive after a certain number of years pass from any assignment of some or all of his copyrights to terminate, or revoke, that assignment, thereby regaining control of the assigned right with the freedom to negotiate a new assignment.¹³ However, if the applicable time period for that song has not expired before the songwriter dies, that termination right passes by federal law to the statutory heirs (the surviving spouse and children) regardless of the songwriter's attempt to otherwise transfer the termination right. See 17 U.S.C.A. §§ 203, 304; Ann Bartow, *Intellectual Property and Domestic Relations: Issues to Consider When There Is an Artist, Author, Inventor, or Celebrity in the Family*, 35 Fam. L.Q. 383.

Under the settlement agreement, those settling parties who would qualify as statutory heirs for federal copyright law termination rights purposes have contributed their termination rights, and any proceeds therefrom, to the settlement entity, which includes the charitable beneficiaries. If it were not for this contribution to the settlement entity, there is no way that the charitable beneficiaries could receive any benefits from the federal copyright termination rights.

¹² Typically, the publisher's share of any royalties is 50 percent of the total and the songwriter's share is 50 percent.

¹³ For songs copyrighted before the 1976 copyright act, the time period before the termination rights can be asserted is 56 years from the date copyright was secured. For songs copyrighted after the 1976 copyright act, that time period is 35 years from the assignment.

2. Just and Reasonable

Including those discussed above, there are many reasons supporting the conclusion that the proposed settlement is just and reasonable. The key issue is how the charitable beneficiaries fare under the proposed settlement. I find that the settlement is just and reasonable and provides a just and reasonable result for the charitable beneficiaries.

From the perspective of the charitable beneficiaries, the risks of not approving the settlement agreement are substantial. As discussed above, significant arguments can be made that the 2000 will and trust are not valid. If the 2000 will and trust are overturned, essentially the same arguments can be made that the 1999 will and trust are invalid. If the contestants would prevail in these contests, an intestacy would result and the charitable beneficiaries would get nothing — a substantial risk.¹⁴

Even if the 2000 will and trust (or the 1999 will and trust) are upheld, significant arguments can be made to recognize Mrs. Brown's spousal share claims, as discussed above. No matter Mr. Brown's intent, she would be entitled to one-third of the probate assets plus one-third of the assets in any revocable trust. And unless Mr. Brown demonstrated an intent to override SCPC section 62-2-301 (the omitted spouse's share), which is questionable, Mrs. Brown would be entitled to one-half of the probate estate¹⁵ and likely one-half of the assets of any revocable trust. If Mrs. Brown would prevail in her claims, the charitable beneficiaries' share of the

¹⁴ The risk for the charitable beneficiaries would be enhanced by the burden of proof. Because Messrs. Cannon, Dallas, and Bradley, the original personal representatives and trustees, are the alleged perpetrators of the fraud and undue influence resulting in Mr. Brown's execution of the 2000 will and trust documents, the burden of proof would fall on the proponents of the will and trust because Messrs. Cannon, Dallas, and Bradley were in a confidential relationship with Mr. Brown. *Dixon v. Dixon*, 362 S.C. 388, S.E.2d 849 (2005).

¹⁵ As discussed above, determining the proper ownership of probate and nonprobate assets will be difficult if not impossible.

probate estate and any revocable trust would be reduced by either one-half or one-third — a substantial risk.

Even if the 2000 will and trust (or the 1999 will and trust) are upheld (and even if Mrs. Brown is not entitled to any spousal share), significant arguments can be made to recognize James Joseph Brown, II's omitted child claim, as discussed above. Unless Mr. Brown demonstrated an intent to override SCPC section 62-2-302 (the omitted child's share), which is questionable, James Joseph Brown, II would be entitled to his intestate share of the probate estate¹⁶ and likely the same share of the assets of any revocable trust. If James Joseph Brown, II would prevail in his claims, the charitable beneficiaries' share of the probate estate and any revocable trust would be reduced by his intestate share — a substantial risk.

Even if the 2000 will and trust are upheld and the spousal and omitted child's claims are unsuccessful, the time and expense to litigate through appeal all of these and other issues would be extraordinary. The cost to the estate and trust for fees and costs and related expenses are substantive. It has taken more than two years of estate administration and millions of dollars of fees and costs just to get to the point of considering a settlement. The time and expense necessary to carry out all litigation to completion and appeal boggles the mind.

The Court has been apprised as to the distribution of the settling parties' interest as more fully set forth in the settlement agreement, and the settlement agreement has been made a part of the record. The percentages assigned to each settling party are fair and reasonable. The Attorney General's Office has ensured a substantial portion of the Estate will be dedicated to the specific intent of James Brown, that is providing an educational trust. The Court has also considered and

¹⁶ As discussed above, determining the proper ownership of probate and nonprobate assets will be difficult if not impossible.

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is satisfied that the minor child, James Joseph Brown II, will receive his share of the estate assets as distributed through his Mother's share and that he will receive another equal portion from his Mother in the form of a second trust.

The protection of a public trust is of paramount concern to the Court and the Court is satisfied that through the diligent efforts of the Attorney General's Office, the assets to fund the public trust will now be available. Furthermore, any issues as to the protection of the minor child's interest have been preserved through this agreement.

Consideration of these factors demonstrates that the allocation of the proposed settlement is just and reasonable. However, an additional, and perhaps substantial additional benefit to the charitable beneficiaries is the contribution by the other settling parties of their federal copyright termination rights. As discussed above, these rights may have considerable value and, without the settlement, the charitable beneficiaries could derive no benefit from these rights.

Replacement of the currently serving fiduciaries is also just and reasonable. The propriety of their appointment as trustees is currently on appeal, and their replacement should moot that issue. Moreover, both fiduciaries testified that they intended to appeal the approval of the settlement; that action would place them in the position of an irreconcilable conflict of interest.

The settling parties propose that Mr. Russell Bauknight be appointed as the replacement personal representative and trustee. I find that he is qualified and willing to serve and suffers from no conflict of interest because the settling parties have all consented to his appointment and, because the settlement agreement places all possible probate estate and trust assets into the same settlement entity, he has no conflict of interest by serving as both personal representative

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and trustee. Pursuant to Mr. Bauknight's testimony, I find that no transition period is necessary before the appointment of Mr. Bauknight to replace Ms. Pope and Mr. Buchanan.

C. Tax Issues

1. Charitable Exemption Concerns

I find that the Settling Parties have carefully considered the impact of the Settlement Agreement and participation in the Settlement Entity and the James Brown Legacy Trust on the tax exempt status of the 2000 "I Feel Good" Trust.

As the Trustee of the 2000 "I Feel Good" Trust will be selected by, and can be removed for any reason by, the South Carolina Attorney General, the Settling Parties believe there is no private inurement problem. Additionally, all transactions between the Brown family members, the 2000 "I Feel Good" Trust, and the James Brown Legacy Trust are at fair market value. The provisions of the James Brown Legacy Trust effectively grant the 2000 "I Feel Good" Trust a veto over major decisions, allowing the 2000 "I Feel Good" Trust sufficient control over the settlement entity to prevent the Settling Parties from conducting the business of the James Brown Legacy Trust in such a manner as to allow them to use the assets or income of the "I Feel Good" Trust for their own private benefit.

Marital Deduction – In order to receive the marital deduction, Tommie Rae Brown must have been the spouse of James Brown. The Attorneys for Mrs. Brown strongly believe that they have sufficient evidence to prevail in a trial on the merits as to whether Tommie Rae Brown was the spouse of James Brown. The other Settling Parties agree that Mrs. Brown has a material chance of success, as they are willing to settle with Mrs. Brown and recognize her status as surviving spouse.

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Charitable Deduction – The Settling Parties recognize that the charitable deduction will be limited to the amount that the 2000 “I Feel Good” Trust actually receives, per Regulation §20.2055-2(d) and Reed v. U.S., 26 AFTR 2d 70-6042 (DC Ill. 1970), and that the amount of the charitable deduction cannot exceed the amount the 2000 “I Feel Good” Trust otherwise would be entitled to under the terms of the Will, per Terre Haut First National Bank v. U.S., 67 AFTR 2d 91-1217 (DC Ind. 1991).

I find that the Settling Parties took the issues discussed above into account in drafting the Settlement Agreement, and, other than the loss of the charitable deduction for assets passing to heirs/devisees other than the 2000 “I Feel Good” Trust, the Settling Parties have planned to preserve the Estate’s right to a charitable deduction for the value of the assets passing to the 2000 “I Feel Good” Trust.

The specific concerns of the Personal Representatives/Trustees, as expressed by their expert witness, Harley Ruff, Esquire, are addressed below.

Attorneys’ Fees – According to the settlement agreement, each party is ultimately responsible for his or her own attorneys’ fees. These fees are therefore not additional costs to the charitable beneficiaries. These attorneys’ fees may be deductible for estate tax purposes. Treasury Regulation §20.2053-3(c)(3) provides “[a]ttorneys’ fees incurred by beneficiaries incident to litigation as to their respective interests are not deductible if the litigation is not essential to the proper settlement of the estate within the meaning of paragraph (a) of this section. An attorney’s fee not meeting this test is not deductible as an administration expense under section 2053 and this section, even if it is approved by a probate court as an expense payable or reimbursable by the estate.” This regulation allows attorneys fees incurred by beneficiaries to be deductible for estate tax purposes if they were incurred in litigation that was

essential to the proper settlement of the estate. The Settling Parties plan to contend that the majority of their legal fees have been incurred in litigation essential to the proper settlement of the Estate and, thus, are deductible by the Estate. By providing a pro-rata reduction of the elements of the Estate which are subject to estate taxes, the net amount to be received by the Settling Parties, including the charitable beneficiaries, would be increased.

The Settling Parties plan to assert that the payment of the Settling Parties' legal fees are deductible as an estate administration expense under §2053. The Settling Parties' legal fees were necessary in determining the proper distribution of the estate due to (i) the alleged undue influence asserted against Mr. Brown, and (ii) establishing Tommie Rae Brown as the spouse of James Brown, and her entitlement to either the elective share or the omitted spouse share. Additionally, the efforts of the Settling Parties, Pope and Buchanan, and their counsel uncovered the mismanagement and misappropriation by the initial fiduciaries and led to their resignation. Pending the outcome of additional litigation, these efforts may lead to the Estate's recovering substantial sums.

Due Diligence – The Settling Parties are aware that it is in the best interest of all beneficiaries of the Estate of Mr. Brown, whether Settling Parties or not, that the Estate minimize any potential estate tax due by Mr. Brown's estate. For that reason, the Settling Parties assert that they have carefully examined the potential estate tax consequences of the Settlement Agreement and are confident that they have drafted the Agreement in such a way as to preserve the charitable and marital deduction to the greatest extent possible in line with the provisions of the settlement.

Effect of Settlement on Charitable Deduction – Mr. Ruff expressed concerns that the structure of the Settlement Agreement and the James Brown Legacy Trust would jeopardize the

charitable deduction because it results in a non-qualified split interest trust under §2055(e)(2). The Settling Parties disagree that a non-qualified split interest trust is created, and, even if it was, assert that the form of the James Brown Legacy Trust can be revised to satisfy the split interest trust rules of §2055(e)(2).

The Settlement Agreement provides that each Settling Party will receive a specified percentage of the Estate assets. These assets are first distributed to and/or are owned by the Settling Parties outright. The Settling Parties have contractually obligated themselves to then contribute these assets to the James Brown Legacy Trust for consolidated management and marketing of the "James Brown assets." The assets do not pass directly from Mr. Brown's estate to the James Brown Legacy Trust. The assets pass directly to the Settling Parties, who in turn contribute these assets to a co-investment entity, the James Brown Legacy Trust. Such co-investment between charitable and non-charitable beneficiaries is specifically permitted by Section 4943 of the Internal Revenue Code.

Even if the IRS or a federal court were to disregard the distribution of assets to the Settling Parties and their subsequent contribution to the James Brown Legacy Trust, and treat the assets of the Estate of James Brown as passing directly to the James Brown Legacy Trust, the Settling Parties could amend the structure of the James Brown Legacy Trust (as they are required under the settlement agreement to do if necessary to preserve the charitable deduction) to allow the contribution to qualify for the charitable deduction. In *Galloway v. U.S.*, 99 AFTR2d 2007-3412, the case cited by Mr. Ruff in support of his opinion that the charitable deduction would not be allowed if the Settlement Agreement were approved, the Court emphasized that there was a single Trust that did not divide until distributions were to be made some years in the future. The Settling Parties believe that amending the James Brown Legacy Trust to provide for a charitable

3. Marital Deduction

Mr. Ruff addressed the case of *Commissioner of Internal Revenue v. Estate of Bosch*, 387 U.S. 456, 87 S.Ct. 1776, 18 L.Ed.2d 886 (1967), and its impact on the marital deduction. In *Bosch*, the issue of whether the estate was due a marital deduction was dependent on the interpretation of state law (i.e. whether the widow's purported release of a power of appointment was valid). The Supreme Court of the United States ruled that only an opinion of the state's highest court as to a state law issue is binding on federal authorities when applying federal law.

Bosch does not directly affect whether or not the Estate of James Brown will be entitled to a marital deduction for assets that pass to his wife, Tommie Rae Brown. *Bosch* simply states that the IRS and the federal courts are not required to accept a South Carolina court's ruling that Tommie Rae Brown is the spouse unless that ruling comes from the South Carolina Supreme Court. As is the case with any surviving spouse, nothing in *Bosch* prevents the Estate of James Brown from arguing the merits of Tommie Rae Brown's claim that she was the wife of James Brown. If the Estate prevails on the merits of that claim, it will be entitled to a marital deduction for assets that pass to Mrs. Brown, despite the lack of a Supreme Court ruling that she is the wife of Mr. Brown.

4. Private Letter Ruling

The Settling Parties have not yet sought a Private Letter Ruling ("PLR"). *Revenue Procedure 2009-1* states that a PLR is issued only to a "taxpayer" and must be signed by the taxpayer or an "authorized representative." In this case, the Settling Parties have no authority to act on behalf of either the estate or the 2000 "I Feel Good" Trust.

BAE
FFL/3

The Settling Parties anticipate that an independent professional fiduciary appointed by this Court will carefully consider whether or not to apply for a PLR on one or more issues, after consulting with the Settling Parties, especially the Attorney General.

Thus, after conducting substantial due diligence with the advice of highly-regarded tax lawyers, including a number of certified tax specialists, the Settling Parties assert that the Settlement Agreement does not disqualify the charitable exemption, cause excise tax problems, or prevent the Estate from receiving a charitable deduction for property passing to the 2000 "I Feel Good" Trust. However, to the extent that there may be a problem, the Settling Parties have a number of options. They can pursue the estate administration exception. They can pursue the conversion of the private foundation to a public charity (which they may choose to do for nontax reasons as well). If such options fail to protect the charitable exemption, the Settling Parties are required by the Settlement Agreement to take whatever curative action is necessary to protect the charitable exemption, which would be enforced by the Attorney General.

IV. Conclusion

Based on the foregoing, I find as follows:

1. All necessary parties are properly joined;
2. Notice has been provided to all necessary parties;
3. The settlement agreement has been executed by all persons having beneficial interests which are affected by the compromise;
4. The controversy is in good faith; and
5. The settlement is fair, equitable, and reasonable.

I therefore Order as follows:

1. The settlement is approved;

DAE
#44

-
2. Adele J. Pope and Robert L. Buchanan, Jr., are directed to execute the agreement; and
 3. Russell L. Bauknight is immediately appointed as Personal Representative of the Estate and Trustee of the James Brown 2000 Irrevocable Trust in replacement of Ms. Pope and Mr. Buchanan.

AND IT IS SO ORDERED.


The Honorable Doyel A. Early, III

May 26, 2009
Aiken, South Carolina

EXHIBIT L

JUL 22 2009

STATE OF SOUTH CAROLINA
COUNTY OF AIKEN

PROBATE COURT

IN THE MATTER OF: ESTATE OF JAMES BROWN
JAMES BROWN 2000 IRREVOCABLE TRUST

CASE NUMBER 2007-ES-02-0056

Decedent's Date of Death (if known): December 25, 2006
Decedent's Last Mailing Address: 430 Douglas Drive
Beech Island, SC 29842

PROTECTIVE STATEMENT AND NOTICE OF CREDITOR'S CLAIM

Creditor: Robert L. Buchanan, Jr. and Adele J. Pope
Address: c/o 212 Newberry Street
P.O. Box 463
Aiken, South Carolina 29802-0463
Telephone: 803/649-2586

Basis of claim: In accordance with Section 62-3-804(2).

Amount of claim:

(a) Full PR/Trustees' commissions in the amount of \$4,993,151, with immediate deposit payment of \$2,153,983 plus interest at the legal rate from September 1, 2009, pursuant to Judgment dated January 8, 2008, in Case No. 2007-CP-02-0122, together with all other relief sought in the Motion for Payment of Commissions and Related Relief and Joint Affidavit of Robert L. Buchanan, Jr., and Adele J. Pope Related to Commissions and Expenses dated June 24, 2009; supplemental Affidavit of Adele J. Pope and Robert L. Buchanan, Jr.; Affidavit of Adele J. Pope dated July 17, 2009; Complaint for Declaratory Judgment; Review of Compensation and Employment; Guidance as to Succession Plan; Approval of Accounting of PR/Trustees and for Order Granting Protection for Trustees upon Resignation dated May 22, 2009 and filed in this Court, which matters are now being heard in the Circuit Court for Aiken County in Case No. 08-CP-02-1647, each of said referenced documents being incorporated herein by reference and made a part hereof as fully as if set out herein.

(b) The relief requested herein, in addition to payment of PR/Trustees' commissions, with applicable interest, includes, but is not limited to, payment or reimbursement for all attorneys' fees incurred by Mr. Buchanan and Ms. Pope in connection with their service to the Estate of James Brown, the James Brown 2000 Irrevocable Trust and Brown Entities, including payment of all attorneys' fees and costs of the Forlando Brown Federal lawsuit referenced therein and all other relief requested therein.

FORM #371PC (1/91)
62-3-804, 62-5-428

PAGE 1 OF 2

Filed 7-17-2009
Rob M. Pope
Judge of Probate
2879

JUL 22 2009

(c) Reference to the said documents is craved for a more specific description and detail of the claim.

Date claim will become due (if not already due): Commissions now due. Other amounts due or to become due as stated.

Nature of uncertainty as to amount of claim and due date, if any:

Description of any security as to claim:

Signature: Robert J. Sulc
Date: July 17, 2009
Signature: William G. Finn
Date: July 17, 2009

INSTRUCTIONS: Claims must be filed with the Probate Court of this county and delivered or mailed to the Personal Representative appointed to administer the estate (see Section 62-3-803, 62-3-804 and 62-3-806 on reverse).

The law provides that a creditor has up to thirty days from mailing of notice of disallowance to file a petition for the allowance of the claim (Form #373PC) in the Probate Court or to commence a proceeding on the claim against the Personal Representative (see Section 62-3-806 on reverse). Failure to file such a petition or to commence such a proceeding will result in the claim being forever barred.

EXHIBIT M

FEB 05 2010

STATE OF SOUTH CAROLINA)
)
COUNTY OF: AIKEN)
)
IN THE MATTER OF: ESTATE OF JAMES BROWN)

IN THE PROBATE COURT

ACCOUNTING

CASE NUMBER: 2007 ES 02 0056

FINAL
 INTERIM # 4

The undersigned Personal Representative(s) submits this accounting, which covers the period from May 28, 2009 through December 31, 2009.

The attached document sets forth a complete accounting for the period specified, which is summarized as follows:

Beginning Balance	<u>14,012.97</u>
Plus: Receipts	<u>76,197.36</u>
Subtotal	<u>90,210.33</u>
Less: Disbursements	<u>56,029.58</u>
Ending Balance	<u>34,180.75</u>

The Personal Representative declares that this account has been examined and that its contents represent a correct statement of all receipts and disbursements and is true to the best knowledge and belief of the Personal Representative(s).

SWORN to before me this 2 day of February, 2010

[Signature]
Notary Public for South Carolina
My Commission Expires: 12/31/11

Signature: [Signature]
Name: Russell L. Bauknight
Address: PO Box 1330
Columbia, SC 29202
Telephone (O): 803-771-8943
(H): _____

Filed: 2-1-2010
Sue H. Poe
Judge of Probate
By: S. Ready

EXHIBIT N

State of South Carolina)
County of Aiken)

Court of Common Pleas
07-CP-02-122

Henry McMaster,)
Plaintiff,)
v.)
Russell Bauknight, et al.,)
Defendants.)

Transcript of Record

March 25-26, 2009
Aiken, South Carolina

B E F O R E:

The Honorable Doyet A. Early, III, Judge.

A P P E A R A N C E S:

Louis Levenson, Esq.
Attorney for the the Heirs

Robert N. Rosen, Esq.
David L. Michel, Esq.
T. Heyward Carter, Esq.
Andrew W. Chandler, Esq. (3/26/09)
S. Alan Medlin, Esq.
Attorneys for Tomi Rae Hynie Brown

Adele J. Pope, Esq.
Robert L. Buchanan, Jr., Esq.
Special Administrators/Personal Representatives

A. Peter Shahid, Jr., Esq.
Erin G. Groeber, Esq. (3/25/09)
Attorney for the Guardian Ad Litem

Stephen M. Slotchiver, Esq.
Guardian Ad Litem

David B. Bell, Esq.
Matthew D. Bodman, Esq.
Attorneys for Terry Brown, Forlando Brown, and
Romunzo Brown

C. Havird Jones, Esq.
Julius C. Nicholson, III, Esq.
South Carolina Attorney General's Office

R. Wayne Byrd, Esq.
David R. Sligh, Esq. (3/26/09)
Attorney for Mr. Dallas and Mr. Bradley

James D. Bailey, Esq.
Tressa T. H. Hayes, Esq.
Attorneys for the Personal Representatives

Max N. Pickelsimer, Esq.
Attorney for Mr. Cannon

Sonja R. Tate, Esq.
Attorney for Mr. Dallas

Kaymani D. West, Esq.
Attorney for Greenberg Traurig

Daryl L. Williams, Esq.
Attorney related to Federal litigation

Fred L. Kingsmmore, Jr., Esq.
Attorney for Russell L. Bauknight

Lisa H. Hicklin
Official Court Reporter

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Thursday, March 26, 2009

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E X H I B I T S

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Byrd 1	Letter	113	115
Byrd 2	Box		117
Pope 2	Trust		216
Shahid 5	Agreement		329

1 Q And I am going to show you the coversheet to the
2 deposition which shows it as September 22. Would you have
3 any reason to disagree with that?

4 A No. I don't. That's what it says.

5 Q And you were asked at that time have you ever made
6 any effort to market the royalty right since you became
7 trustee at page 32, line 7. Can you read the question
8 that was asked of you and then your response?

9 A Yes, sir. "Have you made any effort to market the
10 royalty rights since you became a trustee," and the answer
11 was, "no, sir."

12 Q And so on September 22 you answered under oath?

13 A Yes, sir.

14 Q And your answer at that time was that you had not
15 undertaken any effort to market the royalty rights?

16 A Well, you know, we hadn't tried to go out and sell
17 it. That's what I meant.

18 Q But you --

19 A But I think I discussed with you in that deposition
20 somewhere that we had talked to some people regarding
21 clearances.

22 Q Well, you also told us at that time that you had a
23 reason why you hadn't gone out and tried to market the
24 royalty right; is that right?

25 A Well, there are a lot of reasons.

1 Q But you did give us one reason at that time?

2 A Well, maybe I did.

3 Q And that reason was that you felt like keeping the
4 estate insolvent strengthened your position in dealing
5 with the creditors.

6 A Well --

7 Q Isn't that right?

8 A No, it wasn't keeping it insolvent, okay? It was --
9 you know, it was a matter of priority where our focus was
10 on dealing with creditors who were going to claim a large
11 piece of any sale of any asset.

12 Q And you felt like --

13 A And that's --

14 Q -- not having --

15 THE COURT: Hold on, Mr. Bell.

16 MR. BELL: I'm sorry.

17 THE COURT: Let him finish his answer.

18 THE WITNESS: And that's what I told you.

19 Q You felt like not having the money in the estate
20 strengthened your position in dealing with the creditors?

21 A Well, I think anybody's position with the creditors
22 is strengthened if they don't have money laying around.

23 Q And, so, and that was one reason you gave for not
24 having undertaken any efforts to market the assets of the
25 estate?

1 A Well, you know, I may have. If that's what I -- if I
2 said that was one reason, then that's what I said.

3 Q And that reason was it strengthened your position not
4 having assets in the bank to deal with creditors. Is that
5 right?

6 A I may have said that. Do you mind if I see it?

7 Q If you will read your answer line 15, page 32. You
8 can read it out loud, Mr. Buchanan.

9 A "Have you made any effort to market the royalty
10 rights since you became trustee? No, sir."

11 Q Then go down to line 15.

12 A All right. "Is there some reason why -- I was
13 listening to your answer. Is there some reason why you
14 cannot sell the royalty rights and still deal with these
15 claims against the estate and or trust contemporaneously?"
16 Answer, "Well, you know, our strategy has been that we
17 have a stronger position in defending all these claims and
18 efforts to get into that those proceeds without having the
19 money on the table or sitting in escrow. Our position has
20 been that strategically we have a stronger position
21 defending them if they haven't been sold."

22 Q And then you were asked if there was a risk involved
23 in continuing to hold the assets for an indefinite period
24 of time -- three to five years without a plan to deal with
25 them. Do you remember being asked that question?

1 A I don't.

2 THE COURT: Mr. Bell, if you're going to try to
3 impeach him with a deposition -- Hold on.

4 MR. BELL: Yes, sir.

5 THE COURT: Please do it by the rules. Ask him a
6 question. If he does something different than he did or
7 if he can't remember, then use it. Don't just read the
8 deposition.

9 Q Do you believe there is a down side to just holding
10 those assets without having a plan to market them?

11 A I do over the long run.

12 Q Okay. And you also recognize that to properly manage
13 those assets you're not the right person to deal with it?

14 A Oh, yes, sir. I would have to have some help, yea.

15 Q And you have to have professional help, do you not?

16 A Exactly.

17 Q And to this point you've not retained that
18 professional help?

19 A Not retained, but we've tried to talk to some people.

20 Q But you have not retained professional help to advise
21 you?

22 A Not as of this date.

23 Q And to advise --

24 A 2009 is due diligence.

25 Q And to advise on the marketing and the management of

1 royalty rights and music rights and image and persona?

2 A Well, some things have happened since that
3 deposition, but as of the time of that deposition we had
4 not retained anyone.

5 Q And you're not able to do that yourself; isn't that
6 correct?

7 THE COURT: He just answered that, Mr. Bell. Move
8 along, please.

9 MR. BELL: Just a couple of real quick ones, Your
10 Honor.

11 Mr. Buchanan, one of the critical issues in the
12 matter is the determination of who owns James Brown
13 Enterprises, Inc., isn't it?

14 THE WITNESS: That's's an issue.

15 Q And you don't know who owns it whether it's the trust
16 or the estate?

17 A No, sir.

18 Q Isn't that correct?

19 A Correct.

20 Q And I believe you have said that you aren't in a
21 position to make that determination?

22 A I think that the court will have to decide that.
23 There is very compelling evidence on both sides of that
24 issue.

25 Q And as trustee you have loyalty to the trust?

EXHIBIT O



SMALL BUSINESS/SELF-EMPLOYED DIVISION

REPLY TO ADDRESS BELOW

December 23, 2010

Mr. Russell L. Bauknight
1517 Gervais St.
Columbia, SC 29202

Mr. Fred Kingmore, Jr., Esq.
Nexsen Pruet, LLC
1230 Main St., STE 700
Columbia, SC 29201

RE: Estate of James Brown

Dear Mr. Bauknight & Mr. Kingmore & Mr. Reames:

Enclosed please find a copy of the proposed examination report which details the changes in the estate tax liability, as assessed, for this estate. The report, though not final, shows that the estate is entitled to a refund.

Before this report can be submitted, it will be necessary for the estate to provide a signed Form 890, Waiver of Restrictions (enclosed).

Please also provide a completed Form 58, Notice of Fiduciary Relationship (enclosed).

Please mail the above item so that it is received within two weeks of the date of this letter. If the Form 890 cannot be returned by then, please call me and advise me when it will be returned.

If you have any questions, please call me. Thank you very much for your cooperation in this matter and your prompt attention to this letter.

Sincerely

John Stewart
Attorney (Estate Tax)
Employee ID: 65-02012

RECEIVED

DEC 27 2010

NEXSEN PRUET, LLC

enc: Form 890, Waiver of Restrictions
Proposed Estate Tax Examination Report
Publication 8498, The Examination Process
Form 58, Notice Concerning Fiduciary Relationship

Internal Revenue Service - Estate Tax Stop 4106JS, 5971 Cassleridge Blvd., Sarasota, FL 34232
Telephone: 941/378-6423, Fax: 941/377-8391

Form 1273 (Rev. 12/06) Department of the Treasury - Internal Revenue Service
Report of Estate Tax Examination Changes

Estate of		Social Security Number	Date of Death
James Brown			12 26 2008
Name of Person With Whom Findings Were Discussed:		Agreement Secured	
R. Beaudry, F. Kingstons, Jr., Est., J. Reames, III, Esq.		<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
1	Tentative taxable estate on return		2,425,053
2	Increase <decrease> in tentative taxable estate		<428,263>
3a	Tentative taxable estate as corrected		1,996,790
		Shown on Return	As Corrected
3b	State Death Tax Deduction	0	0
3c	Taxable estate as corrected	2,425,053	1,996,790
4	Adjusted Taxable Gifts	0	0
5	Total	2,425,053	1,996,790
6	Tentative Tax	976,324	779,266
7	Aggregate Gift Tax Payable	0	0
8	Tax before Unified Credit	976,324	779,266
9	Unified Credit from Table	780,800	780,800
10	Adjustment to Unified Credit	0	0
11	Net Unified Credit	780,800	780,800
12	Tax before SDTC	195,524	0
13	State Death Tax Credit	0	0
	Tentatively allowed		
	Substantiated by		
14	Net Tax after State Death Tax Credit	195,524	0
15	GBR Tax Credit	0	0
16	Foreign Death Tax Credit (Statutory)	0	0
17	Prior Transfer Credit	0	0
18	Foreign Death Tax Credit (Treaty)	0	0
19	Total Credits	0	0
20	Estate Tax	195,524	0
21	Generation Skipping Transfer Tax	0	0
22	Increased Estate Tax	0	0
23	Total Federal Tax	195,524	0
24	Total transfer tax previously assessed		195,524
25	Total transfer tax - increase <decrease>		<195,524>
26	Penalties previously assessed		0
27	Penalties as corrected		0
28	Net penalties - increase <decrease>		0
29	Net tax and penalties payable - increase <decrease>		<195,524>
Examiner's Signature		Area	Date
		SE-S-SP-EQ-E-Q7	12 23 2010

**PROPOSED
ADJUSTMENTS
ONLY**

**PROPOSED
ADJUSTMENTS
ONLY**

Form 886A (Rev. 1/99)		Department of the Treasury - Internal Revenue Service Explanation of Items	
Estate of James Brown		Social Security Number	Date of Death 12 25 2008
Schedule F, Other Miscellaneous Property			
	Description	Shown on Return	As Corrected
2	Royalty interests, Reversion Rights, etc.	84,000,000	4,697,736
	Total of these Items	84,000,000	4,697,736
	Shown on Return		84,000,000
	Change to schedule		<79,302,264>

Item 2 - Royalty interests, Reversion Rights, Etc.
Valuation of these interests was corrected to fair market value based upon expert opinion and financial analysis. Adjustment is per section 2031, Internal Revenue Code.

**PROPOSED
ADJUSTMENTS
ONLY**

Form 988A Rev. 3/08	EXPLANATION OF ITEMS	SCHEDULE NO. II - M
NAME OF TAXPAYER Estate of James J. Brown	DRAFT	DATE OF DEATH 12/25/2008

SCHEDULE M - MARITAL DEDUCTION	PER RETURN	CORRECTED
Item 1 - Marital Share under Estate Settlement Agreement	\$0	\$1,128,775
CHANGE TO RETURNED AMOUNT.....	1,128,775	XXXXXXXX
COMPUTED MARITAL DEDUCTION.....	\$1,128,775	\$1,128,775

The marital deduction has been calculated in accordance with the Settlement Agreement dated August 10, 2008, as amended March 3, 2009.
Adjustment is per section 2058, Internal Revenue Code.

DRAFT 12/23/2010

Item 1 - Computation of Marital Share per Settlement Agreement, Approved By Court May 28, 2009

Gross Estate, including Assets of James Brown Trust u/a/d August 1, 2000.....		\$8,542,830
LESS: Administrative Expense, Schedule J	\$525,000	
Debts - Schedule K	64,373	
Mortgages & Liens, Schedule K	0	
Expenses: Non-claim prop.- Schedule L	0	
Federal Estate Taxes.....	0	
State Death Taxes	0	
	\$589,373	(589,373)
Residuary Share Computation Amount		5,953,457
Gross Percentage to Spouse.....	23.7500%	
LESS: Share of James Joseph Brown, II.....	-4.7900%	
Net Percentage to spouse.....	18.9600%	18.9600%
Computed Amount to Spouse.....		\$1,128,775

DRAFT 12/23/2010

**PROPOSED
ADJUSTMENTS
ONLY**

Form 8868 Rev. 3/88	EXPLANATION OF ITEMS	SCHEDULE II - O
NAME OF TAXPAYER	ESTATE OF James J. Brown	DATE OF DEATH 12/26/08
	DRAFT	

SCHEDULE O - CHARITABLE DEDUCTION	PER RETURN	CORRECTED
Item 1 - Bequest of Residuary to Charitable Trust, computed below.....	\$83,368,981	\$5,953,457
LESS: Federal Estate Tax.....	in above	in above
LESS - State Death Taxes.....	in above	in above
SUBTOTAL.....	83,368,981	5,953,457
INCREASE/DECREASE TO AMOUNT SHOWN ON RETURN.....	(77,418,524)	XXXXX
	\$5,953,457	\$5,953,457

The charitable deduction has been calculated in accordance with the Settlement Agreement dated August 10, 2008, as amended March 3, 2009.
Adjustment is per section 2055, Internal Revenue Code.

COMPUTATION OF TRUST RESIDUE

Gross Estate		\$6,542,830
LESS: Administrative Expenses, Schedule J	\$525,000	
Debts, Sch. K	\$64,373	
Mortgages & Liens, Sch. K	\$0	
Marital Deduction, Schedule M	\$0	
Federal Estate Taxes	\$0	
State Death Taxes	\$0	
	<u>\$589,373</u>	<u>(\$589,373)</u>
Residuary Share Computation Amount	0	\$5,953,457
Percentage to Charitable Trust.....		47.5000%
Computed Amount to Charitable Trust.....		\$2,827,892

**PROPOSED
ADJUSTMENTS
ONLY**

DRAFT 12/23/2010

Estate of James Brown		Social Security Number [REDACTED]	Date of Death 12 25 2006
Name of Person With Whom Findings Were Discussed R. Baulnigh, F. Kingmons, Jr., Esq., J. Reames, III, Esq.		Agreement Secured (<input checked="" type="checkbox"/>) Yes (<input type="checkbox"/>) No	
1	Tentative taxable estate shown on return or as previously adjusted		2,425,053
2	Increase <decrease> in tentative taxable estate		<428,263>
3a	Tentative taxable estate as corrected (line 1 plus (minus) line 2)		1,996,790
		Shown on Return	As Corrected
3b	State Death Tax Deduction	0	0
3c	Taxable estate as corrected (line 3a minus line 3b)	2,426,053	1,996,790
4	Adjusted Taxable Gifts	0	0
5	Total	2,425,053	1,996,790
6	Tentative Tax	976,324	778,356
7	Aggregate gift taxes payable (after Dec. 31, 1976)	0	0
8	Subtract line 7 from line 6	976,324	778,356
9	Unified Credit against estate tax	780,800	780,800
10	Adjustment to unified credit	0	0
11	Subtract line 10 from line 9	780,800	780,800
12	Subtract line 11 from line 8 (not less than zero)	195,524	0
13	Credit for State death taxes	0	0
	Tentatively allowed		
	Substantiated by		
14	Subtract line 13 from line 12	195,524	0
15	Credit for Federal gift taxes on pre-1977 gifts	0	0
16	Credit for foreign death taxes (statutory)	0	0
17	Credit for tax on prior transfers	0	0
18	Credit for foreign death taxes (special treaty)	0	0
19	Total credits (add lines 15, 16, 17 and 18)	0	0
20	Net estate tax payable	195,524	0
21	Generation-skipping transfer taxes (Schedule F, Part 2, line 12)	0	0
22	Section 4900A - increased estate taxes (Schedule S)	0	0
23	Total transfer taxes (add lines 20, 21 and 22)	195,524	0
24	Total transfer tax previously assessed		195,524
25	Total transfer tax - increase <decrease> (difference between line 23 and line 24)		<195,524>
26	Penalties previously assessed		0
27	Penalties as corrected		0
28	Net Penalties - increase <decrease> (difference between line 26 and line 27)		0
29	Net tax and penalties payable - increase <decrease> (add line 25 and line 28)		<195,524>
Examiner's Signature <i>J. Stewart</i>		Area SES-SP-EQ-EG7	Date 1 19 2011

EXHIBIT P

MAY 22 2009

STATE OF SOUTH CAROLINA
COUNTY OF AIKEN

PROBATE COURT

IN THE MATTER OF ESTATE OF JAMES BROWN
CASE NUMBER 2007-ES-02-0056

ACCOUNTING
(Supplemental and Amended)

[] FINAL
[X] INTERIM #1A

The undersigned Personal Representatives submit this Supplemental and Amended Accounting, which covers the period from November 20, 2007, through May 20, 2009.¹

The attached documentation sets forth a complete accounting for the period specified, which is summarized as follows:

	Income	Principal	Total*
Beginning Balance			\$100,000,000.00
Plus: Receipts			\$ 6,196,325.60
Subtotal			\$106,196,325.60
Less: Disbursements			\$ (6,333,310.58)
Ending Balance			\$ 99,863,015.02

*If a consolidated accounting, use this column.

The Personal Representatives declare that this account has been examined and that its contents represent a correct statement of all receipts and disbursements and are true to the best knowledge and belief of the Personal Representatives.

FORM #360PC (7/87)
SCPC 3-704, 3-1003

PAGE 1 OF 2

¹ This amends and supplements the accounting that covers November 20, 2007 through June 20, 2008.

Filed: 5-20-2009
Sue H. Roe
Jud 2741 Probate
By: [Signature]

[Signature]

MAY 22 2009

Signature: *Robert L. Buchanan, Jr.*

Name: Robert L. Buchanan, Jr.

Address: 212 Newberry Street NW

P.O. Box 463

Aiken, South Carolina 29802-0463

Telephone(O): 803-649-2586

Signature: *Adele J. Pope*

Name: Adele J. Pope

Address: 1218 Taylor Street

PO Drawer 7125

Columbia, SC 29202-7125

Telephone(O): 803-779-1870

SWORN to before me this
20th day of May, 2009

James D. Riley (L.S.)
Notary Public for South Carolina
My Commission Expires: *12/10/15*

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MAY 22 2008

DATE	DESCRIPTION	RECEIPTS	DISBURSEMENTS
2/26/08	Hogan & Hartson, LLP - portion, legal fees, Pullman Litigation (NY) (Ck #1110)		\$ 15,000.00
2/26/08	Buchanan (Office) - partial payment for costs, etc., as per Court Order dtd 1/8/08(Ck #1111)		\$ 15,000.00
2/26/08	Pope (Office) - partial payment for costs, etc., as per Court Order dtd 1/8/08 (Ck #1112)		\$ 15,000.00
2/26/08	Sizemore, Inc. (Ck #1115) Inv. #148797, 2/24/08 \$ 2,142.01 portion, Inv. #140759, 9/30/07 \$ 857.99		\$ 3,000.00
2/27/08	SCE & G - all 8 accounts (DRAFT)		\$ 1,286.37
2/28/08	D. Washington - w/e 2/29/08 (Ck #1107)		\$ 494.81
2/29/08	US Treasury - Form 940, JBE, Inc., 2007 (Ck #1118)		\$ 351.83
3/02/08	Interest Deposit	\$ 9.97	
3/7/08	D. Washington - w/e 3/08/08 (Ck #1113)		\$ 494.81
3/10/08	Miscellaneous Deposit, SFB #5768	\$ 33.61	
3/11/08	Cheri L. Young, RPR - Transcript for 12/21/07 Hearing (Ck #1116)		\$ 124.35
3/11/08	Augusta Turf & Specialty Vehicles - golf cart battery, labor, parts and servicing (Ck #1117)		\$ 360.95
3/11/08	Deposit - House Insurance Refund (\$598.17) Entertainment Partners (\$20.13)	\$ 618.30	
3/11/08	Deposit - AFTRA, Grammys 50 th Anniv. Special Residual	\$ 812.56	
3/11/08	Deposit - Warner Music Group (\$144.89) BMI (\$58.08)	\$ 202.97	
3/11/08	Cpt. Pounds - Petty Cash (Ck #1121)		\$ 100.00
3/14/08	D. Washington - w/e 3/15/08 (Ck #1114)		\$ 494.81
3/19/08	Deposit - SoundExchange (New JBE, Inc.)	\$ 2,690.41	
3/19/08	Law Office of James D. Bailey, PC (Ck #1145)		\$ 500.00

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MAY 22 2008

DATE	DESCRIPTION	RECEIPTS	DISBURSEMENTS
4/28/08	Sizemore, Inc. (Ck #1155) portion, Inv. #150287, 3/23/08		\$ 1,000.00
4/28/08	Law Office of James D. Bailey, PC – portion, 2/12/08 bill (Ck #1156)		\$ 3,000.00
4/29/08	Lisa Hicklin – Transcript for 3/07/08 hearing (Ck #1149)		\$ 682.50
4/30/08	Laboratory Corporation of America – DNA Testing of James Brown II (Ck #1157)		\$ 300.00
4/30/08	Interest Deposit	\$ 2.45	
5/1/08	Deposit – Enterprise Bank Acct #151000007 (James Brown Irrev, Trust)	\$ 4,140.74	
5/1/08	Deposit – SoundExchange (New JBE, Inc.)	\$ 22,605.31	
5/1/08	D. Washington - w/e 5/2/08 (Ck #1150)		\$ 494.81
5/1/08	Hatcher, Stubbs, Land, Hollis & Rothschild - retainer fee (Ck #1158)		\$ 1,000.00
5/5/08	SCE & G – all 8 accounts (DRAFT)		\$ 619.08
5/6/08	Beech Island Water District (Ck #1166) Accts. #01-3940-00: \$11.92; #01-3942-00: \$11.00		\$ 22.92
5/6/08	Sound Archives – storage of masters, invoice range LP20856 (Ck #1167)		\$ 490.90
5/6/08	US Treasury – Penalty and Interest for JBE, Inc., Form 940, period 12/31/07 (Ck #1168)		\$ 37.91
5/6/08	AT & T (Ck #1175)		\$ 98.51
5/6/08	Law Office of James D. Bailey, PC – (Ck #1176) remainder, 2/12/08 bill \$ 729.45 portion, 3/13/08 bill \$ 2,270.55		\$ 3,000.00
5/6/08	Buchanan (Office) – partial payment for costs, etc., as per Court Order (Ck #1177)		\$ 3,000.00
5/6/08	Pope (Office) – partial payment for costs, etc., as per Court Order (Ck #1178)		\$ 3,000.00
5/9/08	D. Washington - w/e 5/9/08 (Ck #1163)		\$ 494.81

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MAY 22 2008

DATE	DESCRIPTION	RECEIPTS	DISBURSEMENTS
5/30/08	D. Washington - extra mileage (Ck #1188)		\$ 100.00
5/30/08	Interest Deposit	\$ 3.14	
6/3/08	SCE & G - DRAFT		\$ 100.42
	Acct #4-2100-7444-7824 \$24.86		
	Acct #4-2100-7444-7045 \$67.15		
	Acct #4-2100-7444-6733 \$ 8.41		
6/4/08	D. Washington - petty cash (Ck #1192)		\$ 250.00
6/4/08	Buchanan (Office) - partial payment for costs, etc., as per Court Order (Ck #1193)		\$ 3,000.00
6/4/08	Pope (Office) - partial payment for costs, etc., as per Court Order (Ck #1194)		\$ 3,000.00
6/4/08	Law Office of James D. Bailey, PC - portion, 3/13/08 bill (Ck #1195)		\$ 5,000.00
6/4/08	Hogan & Hartson, LLP - portion, legal fees, Pullman Litigation (NY) (Ck #1196)		\$ 3,000.00
6/6/08	D. Washington - w/e 6/7/08 (Ck #1186)		\$ 494.81
6/6/08	D. Washington - extra mileage (Ck #1189)		\$ 100.00
6/9/08	AT & T (Ck #1197)		\$ 113.08
6/9/08	Beech Island Water District (Ck #1198) Accts. #01-3940-00: \$11.00; #01-3942-00: \$11.00		\$ 22.00
6/13/08	Deposit - Entertainment Partners, payable to James Brown ck #68022373 dtd 1/4/08 \$71.79 ck #68418020 dtd 2/29/08 \$44.33	\$ 116.12	
6/13/08	Sound Archives - storage of masters, invoice range LZ88382 (Ck #1199)		\$ 490.90
6/13/08	D. Washington - Extra Mileage (Ck #1190)		\$ 100.00
6/13/08	D. Washington - w/e 6/14/08 (Ck #1187)		\$ 494.81
6/15/08	Royalties received, 1 st Half, 2008	\$ 1,460,887.94	

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DATE	DESCRIPTION	RECEIPTS	DISBURSEMENTS
8/8/08	D. Washington - extra mileage (Ck #1218)		\$ 100.00
8/8/08	D. Washington - w/e 8/09/08 (Ck #1216) (E/T)		\$ 494.81
8/15/08	D. Washington - w/e 8/16/08 (Ck #1235) (E/T)		\$ 494.81
8/15/08	D. Washington - extra mileage (Ck #1236)		\$ 100.00
8/22/08	D. Washington - w/e 8/23/08 (Ck #1237) (E/T)		\$ 494.81
8/22/08	D. Washington - extra mileage (Ck #1238)		\$ 100.00
8/25/08	Deposit - proceeds from Christie's sale (notation: total of \$468,326.12, remainder available 9/10/08)	\$ 5,000.00	
8/25/08	Deposit - proceeds from Christie's sale	\$ 463,326.12	
8/29/08	D. Washington - w/e 8/30/08 (Ck #1239) (E/T)		\$ 494.81
8/29/08	D. Washington - extra mileage (Ck #1240)		\$ 100.00
9/01/08	Interest Deposit	\$ 9.86	
9/2/08	Law Office of James D. Bailey, PC - partial payment, fees and costs (Ck #1241)		\$ 50,000.00
9/2/08	Tressa T. H. Hayes, Esquire - Shipley & Hayes, partial payment appellate matters (Ck #1242)		\$ 10,000.00
9/2/08	Law Office of Sherry T. Barnes - payment towards fees/costs, Georgia Farm Bureau suit (Ck #1243)		\$ 5,000.00
9/2/08	Pope (Office) - partial payment for costs, etc., SA pyt. as per Court Order (Ck #1244)		\$ 100,000.00
9/2/08	Buchanan (Office) - partial payment for costs, etc., SA pyt. as per Court Order (Ck #1245)		\$ 100,000.00
9/2/08	Hogan & Hartson, LLP - portion, legal fees, Pullman Litigation. As per Court Order (NY) (Ck #1246)		\$ 50,000.00
9/2/08	Beech Island Water District (Ck #1255) Accts. #01-3940-00 and #01-3942-00 (T)		\$ 33.56

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DATE	DESCRIPTION	RECEIPTS	DISBURSEMENTS
9/2/08	D. Washington - full sat. admin. claim against Estate (Ck #1268)		\$ 1,392.79
9/3/08	Deposit - Christie's sale	\$ 4,137.00	
9/5/08	D. Washington - w/e 9/6/08 (Ck #1247) (E/T)		\$ 494.81
9/5/08	D. Washington - extra mileage (Ck #1248)		\$ 100.00
9/8/08	SCE & G - DRAFT		\$ 234.18
9/9/08	SC Court of Appeals, Cannon Appeal (Ck #1256)		\$ 100.00
9/12/08	D. Washington - w/e 9/13/08 (Ck #1249) (E/T)		\$ 494.81
9/12/08	D. Washington - extra mileage (Ck #1250)		\$ 100.00
9/12/08	Cruise Security (Ck #1257) - (E/T)		\$ 276.50
9/12/08	Aiken County Circuit Court-filing fee (Ck #1258)		\$ 100.00
9/15/08	D. Washington - petty cash (Ck #1259)		\$ 100.00
9/15/08	D. Washington - petty cash (Ck #1260)		\$ 100.00
9/16/08	Aiken County - Motion filing (Ck #1262)		\$ 25.00
9/17/08	Premium Financing Specialists, Inc. - insurance on house (Ck #1266)		\$ 7,791.86
9/17/08	Security Federal Bank - DEBIT, payoff on loan		\$ 15,122.50
9/19/08	AT & T (Ck #1233)		\$ 108.06
9/19/08	D. Washington - w/e 9/20/08 (Ck #1251) (E/T)		\$ 494.81
9/19/08	D. Washington - extra mileage (Ck #1252)		\$ 100.00
9/22/08	Deposit - soundexchange, Estate of James Brown	\$ 4,674.15	
9/22/08	Deposit - 20 th Century Fox Film, JBE Inc., FSO James C Brown, The New JBE, Inc.	\$ 2.92	
9/22/08	Deposit - secure storage refund for overpayment	\$ 858.56	

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MAY 22 2008

DATE	DESCRIPTION	RECEIPTS	DISBURSEMENTS
9/23/08	US Treasury - payment towards Estate Taxes (Ck #1234)		\$ 10,000.00
9/26/08	D. Washington - w/e 9/27/08 (Ck #1253) (E/T)		\$ 494.81
9/26/08	D. Washington - extra mileage (Ck #1254)		\$ 100.00
9/29/08	Lisa Hicklin, portion of 8/19/08 transcript (Ck #1277)		\$ 40.00
9/30/08	Interest Deposit	\$ 15.36	
10/3/08	D. Washington - w/e 10/4/08 (Ck #1271) (E/T)		\$ 494.81
10/3/08	D. Washington - mileage (Ck #1274)		\$ 100.00
10/3/08	Adjustment for 0.81 cents not paid to Mr. Washington in Ck 1253	\$ 0.81	
10/6/08	Lisa H. Hicklin, remainder for 8/19/08 transcript (Ck #1267)		\$ 77.00
10/6/08	Zumwalt, Almon & Hayes, PLLC - invoice #10689 (Grammy Museum) (Ck #1269)		\$ 557.50
10/7/08	Lisa H. Hicklin, 9/28/08 transcript (Ck #1270)		\$ 331.50
10/8/08	SCE&G - DRAFT		\$ 287.90
10/10/08	D. Washington - w/e 10/11/08 (Ck #1272) (E/T)		\$ 494.81
10/10/08	D. Washington - mileage (Ck #1275)		\$ 100.00
10/10/08	Aiken County Clerk of Court - Motion to Dismiss, Farr Claim (Ck #1279)		\$ 25.00
10/10/08	Sizemore Security - portion, Inv. #150630 (Ck #1280)		\$ 1,000.00
10/10/08	Vann Appraisal Services - appraisal for estate taxes (Ck #1281)		\$ 3,700.00
10/10/08	Law Office of James D. Bailey, PC - partial payment, fees and costs (Ck #1282)		\$ 15,000.00
10/15/08	Difference in 10/15/08. BMI \$65.40 and Ent. Pnrs. \$30.68	\$ 96.08	

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DATE	DESCRIPTION	RECEIPTS	DISBURSEMENTS
10/16/08	Ellis Lawhorne & Sims, PA - invoice #94077 (Ck #1283)		\$ 625.00
10/16/08	The Law Office of Leon Friedman - Brown v. AC&R v. Polygram, CA #3:92-1195-0 (Ck #1284)		\$ 350.00
10/16/08	Pope (Office) - partial payment for costs, etc., SA pyt., as per Court Order (Ck #1285)		\$ 15,000.00
10/16/08	Buchanan (Office) - partial payment for costs, etc., SA pyt. as per Court Order (Ck #1286)		\$ 15,000.00
10/16/08	Beech Island Water District (Ck #1287) Accts. #01-3940-00: \$13.20; #01-3942-00: \$13.20 (T)		\$ 26.40
10/16/08	Shipley & Hayes, PC, remainder payment through 10/9/08 appellate matters (Ck #1288)		\$ 7,580.00
10/17/08	D. Washington - w/e 10/18/08 (Ck #1273) (E/T)		\$ 494.81
10/17/08	D. Washington - mileage (Ck #1276)		\$ 100.00
10/18/08	Deposit - Soundexchange (Est. of James Brown)	\$ 3,738.26	
10/08	Deposit - Christie's	\$ 60,922.25	
10/21/08	adjustment on ck #1269		\$ 20.00
10/23/08	D. Washington - w/e 10/25/08 (Ck #1291) (E/T)		\$ 494.81
10/23/08	D. Washington - mileage (Ck #1292)		\$ 100.00
10/23/08	Deposit - (Christie's)	\$ 20,192.50	
10/27/08	AT & T (Ck #1295)		\$ 122.88
10/27/08	Sellers DuRant (Ck #1296)		\$ 9,191.00
	10/15 bill, Estate	\$8,324.00	
	10/15 bill, "I Feel Good" Trust	\$ 394.00	
	10/15 bill, James Brown	\$ 473.00 (E)	
10/28/08	Secure storage - invoice range NB73227 (Ck #1297)		\$ 484.84

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May 2 2009

DATE	DESCRIPTION	RECEIPTS	DISBURSEMENTS
10/28/08	LOAJP, PC - reimbursement, copies/costs for Cannon and Dallas/Bradley Appeals, 10/14-10/27 (Ck #1299)		\$ 951.24
10/28/08	Beech Island Water District (Ck #1300) Accts. #01-3940-00: \$13.20; #01-3942-00: \$13.20 (T)		\$ 26.40
10/28/08	Aiken County Clerk of Court - motion fee (Ck #1305)		\$ 25.00
10/28/08	Law Office of James D. Bailey, PC - partial payment, fees and costs (Ck #1306)		\$ 5,000.00
10/29/08	US Treasury - Estate of James Brown, Form 941, 3/31/08, EIN 20-7238700 (Ck #1307)		\$ 87.24
10/29/08	SCE&G - DRAFT		\$ 307.93
10/29/08	Hogan & Hartson, LLP - portion, legal fees, NY portion of \$25-\$31 Million claim, Pullman Litigation, as per Court Order (NY); Inv. # 1726701, 1735964, 1743933 (Ck #1298)		\$ 20,079.29
10/30/08	D. Washington - w/e 11/01/08 (Ck #1303) (E/T)		\$ 494.81
10/30/08	D. Washington - mileage (Ck #1304)		\$ 100.00
10/31/08	SC Department of Revenue - Estate of James Brown, WH-1605, 3 rd Qtr (Ck #1309)		\$ 264.55
10/31/08	US Treasury - Estate of James Brown, Form 941, 3 rd Qtr (Ck #1308)		\$ 1,699.62
11/2/08	Interest Deposit	\$ 13.12	
11/5/08	D. Washington - w/e 11/08/08 (Ck #1301) (E/T)		\$ 494.81
11/5/08	D. Washington - mileage (Ck #1302)		\$ 100.00
11/5/08	Beech Island Water District (Ck #1310) Accts. #01-3940-00: \$11.00; #01-3942-00: \$11.00 (T)		\$ 22.00
11/5/08	LOAJP, PC- costs only, 11/4 bill (Ck# 1311)		\$ 894.94
11/6/08	AT & T (Ck #1312)		\$ 116.47
11/6/08	Pope (Office) - partial payment for costs, etc., as per Court Order (Ck #1313)		\$ 10,000.00

DATE	DESCRIPTION	RECEIPTS	DISBURSEMENTS
11/6/08	Buchanan (Office) - partial payment for costs, etc., SA pyl., as per Court Order (Ck #1314)		\$ 10,000.00
11/6/08	Deposit - Entertainment Partners	\$ 31.20	
11/13/08	SC Dept. Of Revenue - David Washington (Ck #1321)		\$ 500.00
11/13/08	Deposit - Christie's	\$ 500.00	
11/14/08	D. Washington - w/e 11/15/08 (Ck #1315) (E/T)		\$ 494.81
11/14/08	D. Washington - mileage (Ck #1316)		\$ 100.00
11/15/08	Zumwalt, Almon & Hayes, PLLC - invoice #10739 (Ck #1322)		\$ 481.25
11/15/08	Aiken County Treasurer - 2008 Property Taxes (Ck #1323)		\$ 6,945.15
11/21/08	D. Washington - w/e 11/22/08 (Ck #1317) (E/T)		\$ 494.81
11/21/08	D. Washington - mileage (Ck #1318)		\$ 100.00
11/21/08	Secure storage - storage, invoice range MW56468 (Ck #1325)		\$ 969.68
11/25/08	Law Office of James D. Bailey, PC - partial payment, fees and costs (Ck #1338)		\$ 5,000.00
11/25/08	US Treasury - Notice No. CP171 dtd 11/10/08; Taxpayer ID 57-0929939 (Ck #1337)		\$ 82.71
11/25/08	Secure storage - storage, masters, Inv. NJ75254 dtd. 10/31/08 (Ck #1333)		\$ 484.84
11/25/08	Sellers DuRant - Inv. #2008-1987 accounting services (Ck #1332)		\$ 440.00
11/28/08	D. Washington - w/e 11/29/08 (Ck #1319) (E/T)		\$ 494.81
11/28/08	D. Washington - mileage (Ck #1320)		\$ 100.00
11/30/08	Interest Deposit	\$ 5.96	
12/3/08	SCE&G - DRAFT		\$ 279.89
12/5/08	D. Washington - mileage (Ck #1327)		\$ 100.00

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MAY 22 2009

DATE	DESCRIPTION	RECEIPTS	DISBURSEMENTS
1/15/09	LOAJP, PC - costs only, 1/15/09 bill (Ck# 1373)		\$ 3,095.43
1/16/09	D. Washington - w/e 1/17/09 (Ck #1361)		\$ 494.81
1/16/09	D. Washington - extra mileage (Ck #1364)		\$ 100.00
1/18/09	Deposit - Entertainment Partners, James Brown	\$ 20.00	
1/20/09	D. Washington - petty cash reimbursement (Ck #1367)		\$ 100.00
1/23/09	D. Washington - w/e 1/24/09 (Ck #1362)		\$ 494.81
1/23/09	D. Washington - extra mileage (Ck #1365)		\$ 100.00
1/27/09	DRAFT - Check Order		\$ 101.25
1/28/09	Lisa Hicklin, transcript for 10/23/08 hearing (Ck #1169)		\$ 523.25
1/29/09	Kane Office Technologies - briefs, Dallas and Bradley Appeal (Ck #1374)		\$ 172.16
1/30/09	D. Washington - w/e 1/31/09 (Ck #1363)		\$ 494.81
1/30/09	D. Washington - extra mileage (Ck #1366)		\$ 100.00
1/30/09	SCE & G - DRAFT		\$ 72.73
2/1/09	Interest Deposit	\$ 3.50	
2/2/09	US Treasury - Fourth Quarter, 2008, Form 941 (Ck #1289)		\$ 1,699.62
2/2/09	SC Department of Revenue - 4 th Quarter, 2008, Form 1606 UH (Ck #1377)		\$ 264.55
2/6/09	Deposit - AFTRA (James Brown)	\$ 36.70	
2/6/09	D. Washington - w/e 2/6/09 (Ck #1170)		\$ 494.81
2/6/09	D. Washington - mileage (Ck #1171)		\$ 100.00
2/9/09	SC Court of Appeals - Bauknight Appeal Notice \$100; Motion \$25 (Ck #1378)		\$ 125.00
2/9/09	Pope (Office) - partial payment for costs, etc., as per Court Order (Ck #1376)		\$ 5,000.00

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DATE	DESCRIPTION	RECEIPTS	DISBURSEMENTS
2/9/09	Buchanan (Office) – partial payment for costs, etc., as per Court Order (Ck #1379)		\$ 5,000.00
2/9/09	Law Office of James D. Bailey, PC – partial payment, fees and costs (Ck #1380)		\$ 5,000.00
2/9/09	Shipley & Hayes, PC – partial payment, appellate matters (Ck #1381)		\$ 5,000.00
2/12/09	D. Washington - w/e 2/12/09 (Ck #1172)		\$ 494.81
2/12/09	D. Washington – mileage (Ck #1173)		\$ 100.00
2/12/09	D. Washington – petty cash (Ck #1174)		\$ 100.00
2/12/09	Chargeback of \$36.70; fee of \$5.00		\$ 41.70
2/20/09	D. Washington – w/e 2/20/09 (Ck #1382)		\$ 494.81
2/20/09	D. Washington – mileage (Ck #1383)		\$ 100.00
2/23/09	Secure Storage – storage, masters, Inv. PG31370 dtd. 1/31/09 (Ck #1386)		\$ 484.84
2/25/09	Lisa Hicklin – transcript of 10/23/08 hearing, for appeal (Ck #1393)		\$ 40.00
2/25/09	Daphne H. Helms – transcript of 1/30/09 hearing (Ck #1390)		\$ 667.75
2/25/09	Ben Franklin plumbing – repairs/ maintenance, Beech Island House (Check #1387)		\$ 300.00
2/27/09	D. Washington - w/e 2/27/09 (Ck #1384)		\$ 494.81
2/27/09	D. Washington – mileage (Ck #1385)		\$ 100.00
2/27/09	Aiken County Clerk (Ck #1398)		\$ 25.00
2/27/09	Ben Franklin – plumbing repairs/maintenance, Beech Island Home (Ck #1394)		\$ 1,863.50
2/27/09	Aiken County Probate Court (Ck #1397)		\$ 33.75
2/27/09	D. Washington – miscellaneous expense, plumbing (Ck #1403)		\$ 100.00
3/01/09	Interest Deposit	\$	2.05

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DATE	DESCRIPTION	RECEIPTS	DISBURSEMENTS
3/17/09	James D. Bailey - copies of Herring file (Ck #1433)		\$ 105.42
3/18/09	AT&T - (Ck #1425)		\$ 109.74
3/18/09	Secure storage- Invoice Range PR23539 (Ck #1426)		\$ 484.84
3/18/09	Zumwalt, Almon & Hayes, PLLC - Invoice #10863 (Ck #1427)		\$ 577.50
3/20/09	D. Washington - w/e 3/21/09 (Ck #1421)		\$ 494.81
3/20/09	David Washington - mileage (Ck #1422)		\$ 100.00
3/24/09	Aiken County Clerk of Court - file summons and complaint (Ck #1409)		\$ 150.00
3/24/09	Aiken County Clerk of Court - file summons and complaint (Ck #1408)		\$ 150.00
3/27/09	D. Washington - w/e 3/28/09 (Ck #1423)		\$ 494.81
3/27/09	David Washington - mileage (Ck #1424)		\$ 100.00
3/30/09	SCE&G - DRAFT		\$ 88.75
3/30/09	Deposit - Entertainment Partners (James Brown)	\$ 32.96	
3/31/09	Interest Deposit	\$ 1.26	
4/3/09	D. Washington - w/e 4/4/09 (Ck #1410)		\$ 494.81
4/3/09	David Washington - mileage (Ck #1411)		\$ 100.00
4/6/09	Deposit - Entertainment Partners (James Brown)	\$ 4.22	
4/8/09	Harley Ruff, Esquire- deposit for services (Ck #1428)		\$ 1,500.00
4/8/09	Buchanan (Office) - partial payment for costs, etc., as per Court Order (Ck #1429)		\$ 2,000.00
4/8/09	Pope (Office) - partial payment for costs, etc., as per Court Order (Ck #1430)		\$ 2,000.00
4/9/09	D. Washington - w/e 4/11/09 (Ck #1457)		\$ 494.81
4/9/09	David Washington - mileage (Ck #1458)		\$ 100.00

EXHIBIT Q

Internal Revenue Service

Department of the Treasury

Date: January 27, 2011

FRED L KINGSMORE JR
PO BOX 2426
COLUMBIA, SC 292022426263

Taxpayer Name:
James Brown Estate
Taxpayer Identification Number:
[REDACTED]

Form Number:
706
Year(s):

Person to Contact(ED) Number:
Laura Lantip 1001875448

Contact Telephone Number:
800 898-4083

Contact Fax Number:

Dear Fred L Kingsmore Jr:

We are sending the enclosed material under the provisions of your power of attorney or other authorization we have on file. For your convenience, we have listed the name of the taxpayer to whom this material relates in the heading above.

If you have any questions, please call the contact person at the telephone number shown in the heading of this letter.

Thank you for your cooperation.

Sincerely,

Anita M. Babb

Anita M. Babb
Chief, Estate and Gift Tax Program

Enclosures:

- Letter(s)
- Report(s)
- Copy of Determination Letter
- Other:

RECEIVED

JAN 31 2011

NEXSEN PRUET, LLC

CT

Letter 837 (Rev. 11-2008)
Catalog Number 30780X

Internal Revenue Service
Cincinnati, OH 45230

Department of the Treasury

Date: January 27, 2011

ROBERT L BUCHANAN JR
212 NEWBERRY ST NW
AIKEN, SC 29801

Person to Contact:
Laura Larkip

Employee Identification Number:
1001675449

Contact Telephone Number (Toll Free):
800 896-4083

Estate Name:
Janice Brown Estate

Estate Security Number:
[REDACTED]

Date of Death:
1225/2008

Estate Tax Closing Document
(Not a bill for tax due)

We have made the following determination on the estate tax return referenced above.

Net Estate Tax	\$	0.00
State Death Tax Credit/Deduction**	\$	0.00
Generation-Skipping Tax	\$	0.00

*These figures do not include any interest and penalties that may be charged.

** For dates of death after 12/31/04, this amount represents the State Death Tax Deduction.

This letter is evidence that the Federal Estate Tax Return has either been accepted as filed or has been accepted after an adjustment to which you have agreed. You should keep this letter as a permanent record. You may need it to close probate proceedings, transfer title to property and/or settle state taxes.

If the estate elects and qualifies to pay the estate tax in installments under Internal Revenue Code section 6166 and the IRS has not contacted you, the IRS will contact you to determine whether the estate is required to provide a bond, or alternatively a special extended lien under section 6324A, and may request additional financial information to make this determination. The IRS will continue to monitor whether the government's interest is at risk throughout the section 6166 installment payment period.

This letter is not proof that any amount of tax due has been paid. If you have requested a discharge from personal liability under section 2204, proof of full payment of the amounts shown above (plus applicable interest and penalties) releases you of personal liability. If payment is not timely made or the time for payment is extended under sections 6161, 6163, or 6166, there is a lien on all estate property for the federal estate tax due for 10 years from the date of death or until the entire balance is paid, whichever date is earlier.

We will not reopen or examine this return unless you notify us of changes to the return or there is: (1) evidence of fraud, malfeasance, collusion, concealment, or misrepresentation of a material fact; (2) a clearly defined substantial error based upon established Internal Revenue Service position; or (3) a serious administrative error. (See Revenue Procedure 2005-32, 2005-1 Cumulative Bulletin 1206.)

Sincerely,

Ardis M. Babb

Ardis M. Babb
Chief, Estate and Gift Tax Program

Letter 827 (Rev. 11-2007)
Catalog Number 42854

CT

Internal Revenue Service
Cincinnati, OH 45209

Department of the Treasury

Date: January 27, 2011

ADELE J POPE
1218 TAYLOR ST
COLUMBIA, SC 29201

Person to Contact:
Laura Lashrip
Employee Identification Number:
1001876448
Contact Telephone Number (Toll Free):
888 688-4063
Estate Name:
James Brown Estate
Social Security Number:
[REDACTED]
Date of Death:
12/25/2008

Estate Tax Closing Document
(Not a bill for tax due)

We have made the following determination on the estate tax return referenced above.

Net Estate Tax	*\$	0.00
State Death Tax Credit/Deduction**	*\$	0.00
Generation-Skipping Tax	*\$	0.00

*These figures do not include any interest and penalties that may be charged.

** For dates of death after 12/31/94, this amount represents the State Death Tax Deduction.

This letter is evidence that the Federal Estate Tax Return has either been accepted as filed or has been accepted after an adjustment to which you have agreed. You should keep this letter as a permanent record. You may need it to close probate proceedings, transfer title to property and/or settle state taxes.

If the estate elects and qualifies to pay the estate tax in installments under Internal Revenue Code section 6166 and the IRS has not contacted you, the IRS will contact you to determine whether the estate is required to provide a bond, or alternatively a special extended lien under section 6324A, and may request additional financial information to make this determination. The IRS will continue to monitor whether the government's interest is at risk throughout the section 6166 installment payment period.

This letter is not proof that any amount of tax due has been paid. If you have requested a discharge from personal liability under section 2204, proof of full payment of the amounts shown above (plus applicable interest and penalties) releases you of personal liability. If payment is not timely made or the time for payment is extended under sections 6161, 6163, or 6166, there is a lien on all estate property for the federal estate tax due for 10 years from the date of death or until the entire balance is paid, whichever date is earlier.

We will not reopen or examine this return unless you notify us of changes to the return or there is: (1) evidence of fraud, misfeasance, collusion, concealment, or misrepresentation of a material fact; (2) a clearly defined substantial error based upon established Internal Revenue Service position; or (3) a serious administrative error. (See Revenue Procedure 2005-32, 2005-1 Cumulative Bulletin 1206.)

Sincerely,

Anita M. Babb

Anita M. Babb
Chief, Estate and Gift Tax Program

CT

Letter 637 (Rev. 11-28-07)
Catalog Number 40285J

EXHIBIT R

STATE OF SOUTH CAROLINA)
COUNTY OF AIKEN)

COURT OF COMMON PLEAS

IN RE: ALL OF THE JAMES)
BROWN LITIGATED MATTERS)
SETTLING PARTIES ARE)
ATTEMPTING TO SETTLE)

)
) TRANSCRIPT OF RECORD
) 08-CP-02-647
) 07-CP-02-122

MARCH 4 - 6, 2009
AIKEN, SOUTH CAROLINA

BEFORE:

THE HONORABLE DOYET A. EARLY, III, JUDGE.

APPEARANCES:

LOUIS LEVENSON, ESQ.
LORI CHRISTMAN, ESQ.
ATTORNEYS FOR THE HEIRS

ROBERT N. ROSEN, ESQ.
DAVID L. MICHEL, ESQ.
S. ALAN MEDLIN, ESQ.
ATTORNEYS FOR TOMI RAE HYNIE BROWN

ADELE J. POPE, ESQ.
ROBERT L. BUCHANAN, JR., ESQ. (3/6/09)
SPECIAL ADMINISTRATORS

A. PETER SHAHID, JR., ESQ.
ATTORNEY FOR THE GUARDIAN AD LITEM

STEPHEN M. SLOTCHIVER, ESQ.
GUARDIAN AD LITEM

DAVID B. BELL, ESQ.
ATTORNEY FOR TERRY BROWN, FORLANDO BROWN, AND
ROMUNZO BROWN

C. HAVIRD JONES, ESQ.
J. C. NICHOLSON, ESQ.
MARY FRANCES JOWERS, ESQ.
SOUTH CAROLINA ATTORNEY GENERAL'S OFFICE

WAYNE R. BYRD, ESQ.
ATTORNEY FOR MR. DALLAS AND MR. BRADLEY

JAMES D. BAILEY, ESQ.
TRESSA HAYES, ESQ.
ATTORNEYS FOR THE PERSONAL REPRESENTATIVES

SONJA R. TATE, ESQ.
ATTORNEY FOR BUDDY DALLAS

KAYMANI D. WEST, ESQ.
ATTORNEY FOR GREENBERG TRAUIG & JOEL KATZ

MAX PICKELSIMER, ESQ.
ATTORNEY FOR MR. CANNON

FRED L KINGSMORE, JR., ESQ.
ATTORNEY FOR MR. BAUKNIGHT

LISA H. HICKLIN
OFFICIAL COURT REPORTER

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1 EXPLORED THAT WITH THE COURT RATHER THAN DISREGARD IT?

2 A IF I HAD THOUGHT THERE WAS A FIRM --

3 Q THAT'S A LOT OF MONEY.

4 A IF A FIRM OFFER HAD COME IN WE WOULD JUST AS WE DID
5 WHEN IT CAME IN ON MARCH 27. EVEN THE LETTER OF INTENT WE
6 PROVIDED TO THE COURT AND PARTIES, BUT IN TERMS -- I MEAN,
7 THAT FIGURE, AS I SAID, HAD BEEN FLOATING SINCE LATE
8 AUGUST FROM BUDDY DALLAS WHO I THOUGHT KNEW SOME STUFF
9 ABOUT VALUES.

10 Q SO, IT'S FAIR TO SAY THAT YOU AND MR. BUCHANAN DIDN'T
11 AT THAT TIME THINK OF THIS AS A FIRM OFFER IN FAIRNESS TO
12 BOTH OF YOU, AND, SO, CONSEQUENTLY, IF WE ASSUME THERE WAS
13 NO FIRM OFFER ON THE TABLE, WHAT DO YOU THINK ABOUT THE
14 METHODOLOGY BY WHICH MR. BRADLEY AND MR. DALLAS PREPARED
15 THIS INVENTORY AND APPRAISAL?

16 A I HAVE NEVER THOUGHT ABOUT IT.

17 Q WHAT?

18 A I JUST DON'T THINK ABOUT IT. THAT WAS NOT MY -- I
19 HAD TOO MUCH ELSE TO THINK ABOUT.

20 Q WELL, LET'S THINK ABOUT IT NOW.

21 A WELL, IF YOU WANT ME TO.

22 Q IS THIS A VALID METHODOLOGY IN YOUR EXPERIENCE TO
23 VALUE MUCH OF THE VALUE OF AN ESTATE BASED ON AN OFFER
24 THAT WE'RE NOT EVEN SURE WAS FIRM?

25 A MR. MEDLIN, IN MY 35 YEARS OF PRACTICE THERE WERE

1 OFF BY 5 PERCENT. IF YOU'RE GOING TO BE OFF BY A MILLION
2 DOLLARS WORTH OF TAXES OR TWO OR FIVE OR 10, THEN YOU
3 CONSIDER EVERYTHING ELSE. OF COURSE, WE DID NOT HAVE THE
4 MONEY TO PAY FOR AN APPRAISAL EVEN IF WE DECIDED WE WANTED
5 ONE. SO, THAT WAS NOT AN OPTION FOR US BEFORE SEPTEMBER
6 25 ANYWAY.

7 Q BUT EMBEDDED IN YOUR ANSWER IS YOU DIDN'T DECIDE YOU
8 WANTED AN APPRAISAL?

9 A WE WOULD HAVE LOVED TO HAVE AN APPRAISAL, WE JUST
10 DIDN'T HAVE THE MONEY TO PAY FOR IT. WE HAD TO BORROW
11 \$10,000 WAITING FOR THE CHRISTIE'S MONEY TO COME IN.

12 Q AND THEN THE CHRISTIE'S MONEY WOULDN'T HAVE BEEN
13 SUFFICIENT TO HELP PAY FOR AN APPRAISAL?

14 A WELL, IT CAME IN IN SEPTEMBER. WE USED IT TO PAY FOR
15 THE REAL ESTATE APPRAISAL. WE DIDN'T HAVE ANY MONEY AHEAD
16 TO GIVE ANYBODY -- TO GET ANYBODY TO DO A DUE DILIGENCE
17 FULL APPRAISAL ON THE ESTATE. AS YOU RECALL THERE WAS A
18 \$60,000 PRICE TAG FOR THAT WHICH WE ABSOLUTELY DIDN'T HAVE
19 TO SPARE EVEN IF THE CHRISTIE'S MONEY HAD COME IN WHICH IT
20 HADN'T. IT CAME IN IN SEPTEMBER. SO, WE DIDN'T HAVE THE
21 FUNDS TO DO IT.

22 Q BUT IN YOUR EXPERIENCE YOU OBTAINED APPRAISALS FOR
23 ESTATE TAX RETURNS AND YOU PAID THE APPRAISER LATER RATHER
24 THAN BEFORE?

25 A I -- AS PERSONAL REPRESENTATIVE OF THIS ESTATE I

EXHIBIT S

STATE OF SOUTH CAROLINA) IN THE COURT OF COMMON PLEAS
)
COUNTY OF RICHLAND)
) Case No.: 2010-CP-40-4900
RUSSELL L. BAUKNIGHT, as Trustee of)
the James Brown 2000 Irrevocable Trust and)
the James Brown Legacy Trust, as Personal)
Representative of the Estate of James Brown,)
and on behalf of Henry Dargan McMaster, in)
his capacity as Attorney General of the State)
of South Carolina and others) AFFIDAVIT OF ADELE J. POPE
) SUPPORTING DISQUALIFICATION
) OF PLAINTIFFS' COUNSEL;
and) INJUNCTION AGAINST COUNSEL
) AND PLAINTIFF BAUKNIGHT;
) AND RELATED RELIEF
HENRY DARGAN MCMASTER, in his)
capacity as Attorney General of the State of)
South Carolina; and others,)
Plaintiffs.)
v.)
)
Adele J. Pope and Robert L. Buchanan, Jr.,)
Defendants.)

PERSONALLY APPEARED BEFORE ME, Adele J. Pope, who, being duly sworn, deposes and says:

1. This affidavit is based on my personal knowledge and belief.
2. On May 12, 2011 I learned that on May 4, 2011 Plaintiff Russell Bauknight had filed sworn documents asserting James Brown's worldwide musical empire at Brown's death on December 25, 2006 had a value of only \$4,697,736 – less than 1/12 of its actual fair market value on his death. Bauknight asserts all asset of the Estate and 2000 Trust were worth only about \$6.5 Million when Mr. Brown died.
3. I am informed and believe that this valuation is not only wrong but outrageous – and intended to benefit of Terry Brown and Tommie Rae Hynie Brown, for

whom Bauknight serves as Trustee.

4. For four years Hynie Brown and Terry Brown, with others, have engaged in a plan to take the assets of The James Brown "I Feel Good" Trust for themselves, depriving the needy and deserving students James Brown intended to benefit. They have done so in at least three ways:

- a. Filing knowingly false documents about which assets were owned by Brown; which by the 2000 Trust; and which they claim.
- b. Filing knowingly false representations as to who are the heirs of James Brown.
- c. Manipulating the value of James Brown's assets to reduce the \$80 Million Brown gave to the "I Feel Good" Trust for scholarships for needy and deserving students.

5. Former Attorney General Henry D. McMaster and his assistant AG Havird "Sonny" Jones became involved in the James Brown cases in late 2007 through a close association with PR/Trustees Albert "Buddy" Dallas and now-indicted David Cannon and their advisors. Jones also developed a close relationship with advisors to Hynie Brown.

6. The damage McMaster and AG Jones did to the "I Feel Good" Trust before May 4, 2011 is outlined in the April 2011 draft of "Private Foundations, Copyright Heirs and Musical Millionaires:," attached hereto as Exhibit A and incorporated herein.

7. Plaintiff Bauknight undertook to serve as trustee for Terry Brown in early 2009, and recommended (without disclosing he was to be Terry's trustee) that the court give Terry a right to buy Brown's assets.

8. As outlined in "Private Foundations...", the first hint of Bauknight's massive

undervaluation of Brown's assets came in August 2010 when then-AG McMaster informed the Court of Appeals that Bauknight had reviewed a draft appraisal that would show Brown's assets were worth less than \$12 Million.

9. Exhibit B is a chart prepared by me which shows the damage to the "I Feel Good" Foundation of a sale of Brown's assets at \$12 Million.

10. Bauknight's devaluation to \$5,953, 457, which AG Jones and AG McMaster apparently condoned, threatens to completely destroy the "I Feel Good" Foundation, reducing it to less than \$1 million, as follows:

a. To Brown's disinherited companion (18.96%)	\$1,128,775
b. To children and claimed children Brown specifically excluded from his music empire (4.79% x 7)	\$2,000,390
c. To the Family Education Trust, rewritten by McMaster	\$2,000,000
d. To The James Brown "I Feel Good" private foundation (47.5% LESS \$2 Million)	\$ 827,292

11. I am informed and believe that AG McMaster's contingency fee contract with Sweeney, Wingate and Barrow (the "Sweeney Firm") was made to try to silence Mr. Buchanan and me and force us to abandon our appeal of McMaster's settlement described in the article; serves no proper public purpose; violates my Due Process Right; violates my First Amendment rights; and illegally uses the name and power of the State to seek funds against me for private citizens, including McMaster.

12. I am informed and believe that the substantial contribution to McMaster's political campaign made by Mark Barrow, a principal in the Sweeney Firm, just after being awarded the contingency fee contract to sue us, was either illegal or

inappropriate, or both, as was the contribution of Powell Goldstein law firm at about the time McMaster appeared on television to support their client and falsely attack us. Powell Goldstein represents Terry Brown and his purchase group, and formerly represented Cannon and Dallas.

13. The unfounded attacks by AG Jones and AG McMaster on Mr. Buchanan and me are fully documented in the Record on Appeal in Case 2008-CP-02-1647, which I incorporate herein by reference. I am informed and believe they began as a direct retaliation because Mr. Buchanan's and I would not hire private attorneys AG McMaster, through AG Jones, tried to force us to hire.

14. I am informed and believe that the Sweeney Firm contract and this suit, in which Bauknight as purported agent for the Attorney General (either past or present) and the Sweeney Firm's simultaneous service as counsel for the State of South Carolina and private citizens attempting to destroy the "I Feel Good" Foundation, serve only the private needs of McMaster, Jones, Terry Brown and Hynie Brown. I believe that the Sweeney Firm has an irreconcilable conflict of interest and their vicious and unfounded attacks are not tempered by any duty to serve the public.

15. Members of the Sweeney Firm, who were not involved in the James Brown cases in Aiken County, have made material misrepresentations to this court about those cases, including the false assertion that Judge Early's April 8, 2008 findings of the propriety of our service from March 7, 2007 to that date is dicta. The AG's office, which has no attorney other than the Sweeney Firm serving as counsel of record herein, has actual knowledge that this representation is false, as are others which have

been made.

16. I am informed and believe the false allegations made by Bauknight and AG Jones, now on behalf of AG Wilson – including the suggestion that Mr. Buchanan and I overstated the Brown assets by \$79 Million – are quasi-criminal in nature; violate our Due Process rights; and are intended to destroy our professional reputations and careers. This is particularly troublesome since Mr. Buchanan and I did not seek our positions; were court-appointed; and properly served until May 26, 2009 when we were relieved of management responsibility pending the outcome of the Case 1647 appeal.

17. I am informed and believe that Bauknight and the Sweeney Firm should not be allowed to speak as agents for the Attorney General of South Carolina where the biased positions and false statements they have made will, if not stopped, serve not only to destroy the "I Feel Good" private foundation but also to discourage private philanthropy in the State of South Carolina.

18. I do not know whether AG Alan Wilson participated in or condoned the massive understatement of the value of Brown's assets, but am informed and believe his deposition – requested for July 2011 – is necessary to determine the truth of the matter.

19. I am informed that AG Jones and McMaster knowingly and intentionally exceeded and abused the power of their offices for personal, and McMaster's political, purposes; should answer individually for their actions, including the filing of this suit; and should not be protected by the power of the State.

20. I ask the Court to take judicial notice of a complaint filed on March 14, 2011 by Nexsen Pruet, LLC, a law firm involved in the James Brown cases, which outlines

other alleged abuses by former AG McMaster of contracts with private counsel.

[See Complaint for Declaratory Judgment, Civil Action No. 2011-CP-42-1213, 3/14/11.]

21. I am informed and believe that if AG Wilson, at his deposition, ratifies or acknowledges active participation in Bauknight's attempt to reduce the value of Brown's musical empire to less than \$5 million and destroy the "I Feel Good" Foundation, he, also, should be joined as an individual defendant because no public purpose would or could be served by the destruction of a private foundation created by one of South Carolina's most talented and generous citizens.

22. Based on the extraordinary and unprecedented actions of a former AG and current assistant AG Jones, I am informed and believe that the following, or similar, steps are necessary to alleviate the violation of my Due Process and First Amendment rights and to serve the ends of justice:

- a. Substitute Henry D. McMaster, individually, for Henry D. McMaster as Attorney General ("AG") and Russell Bauknight as his individual agent, as plaintiff and counterclaim defendants.
- b. Require a day-certain deposition of McMaster and AG Alan Wilson if either fails to appear, as requested, for a deposition requested in July 2011.
- c. Disqualify and enjoin the Sweeney Firm from representing the State or its Attorney General in this action, based on its illegal contract and irreconcilable conflict in simultaneously representing Terry Brown, Hynie Brown and others.
- d. Enjoin Bauknight from purporting to speak as an Agent of the AG.
- e. Add as an individual party (either counterclaim or third-party defendant) McMaster and Assistant AG Jones (and AG Wilson only if he ratifies their actions).
- f. Upon conclusion of the Wilson and McMaster depositions, allow amendment to our pleadings and counterclaims or crossclaims to seek individual relief against McMaster and Jones and other relief consistent with the facts revealed on May 4th and in the depositions.

23. McMaster, AG Jones and Bauknight have each had knowledge (as defined in the Trust Code) since becoming involved in the Brown cases that the fair market value of Brown's assets at death, as defined by the IRS, was between about \$86 Million and about \$110 Million. Branding expert Dr. Terry Cox's figures, set out below, have been available since June 2007:

Image/Likeness	\$40MM - \$50MM
Music Catalogue	\$36MM - \$45MM (Industry standard is 12- 15 x revenue)
Property	\$10MM - \$15 MM

24. Based on the IRS definition that fair market value is "the price at which a willing buyer and a willing seller, neither being under compulsion to buy or to sell both having reasonable knowledge of all relevant facts", the \$84 Million value Bob Buchanan and I placed on Brown's Publicity Rights, Royalties, \$12+ million claim against Albert Dallas/David Cannon and other residuary assets was fair but conservative.

25. Neither AG McMaster nor AG Jones filed any objection to the approximately \$85 Million value set out in the estate tax return filed on September 24, 2008.

26. The \$85 Million¹ was within the value range placed on Brown's assets by some Plaintiffs in a securities prospectus issued in early 2007 (\$200 million). [See Exhibit C] ;3 separate proposals made in 2007 and 2008 to purchase Brown's assets (\$90 - \$102 million) by Terry Brown and others; Cox's valuations; and the \$80 - \$120 Million opinion of Estate/Trust's tax then-tax-counsel.

27. The \$85 Million is substantially less than the \$150 million value placed on

¹ About \$100 Million, less the TIAA royalty-backed debt.

the assets by Forlando Brown, a 39% owner in the prospective purchaser, in September 2008.

28. The \$85 Million value was also consistent with our Motion filed in November 2007 asking Judge Early to approve the valuation method of Brown's Royalties as reported on the estate tax return as a multiple of his \$3 million annual royalties.

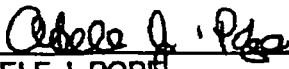
29. On November 20, 2007 Judge Early asked AG McMaster and others to notify him of any objections to our valuation method. Nobody objected.

30. My attorneys have noticed the depositions of Plaintiffs Terry Brown and Tommie Rae Hynie Brown for June 2011 and also asked to depose AG Wilson and former AG McMaster in July 2011.

31. I respectfully submit that the depositions of former AG McMaster and AG Wilson are essential, and request that the Court, if they do not appear in July, direct that each appear on a day certain.

32. I request that the Court also order the depositions of Hynie Brown and Terry Brown on a day certain should they fail to appear in June as noticed.

FURTHER DEPONENT SAYETH NOT.


ADELE J. POPE

SWORN TO before me this
18th day of May 2011


Notary Public for South Carolina (L.S.)
My Commission expires: 7/11/2016

**Private Foundations, Copyright Heirs and Musical Millionaires:
or
Why The James Brown "I Feel Good" Trust doesn't...**

By Adele J. Pope and W. Jeffrey Smith¹

©²
2011

God has Smiled on Me³

Entertainment icon James Brown died on Christmas Day 2006. Although he was a grammar school dropout, he left the bulk of his \$100 million music empire to The James Brown "I Feel Good" private foundation. The "I Feel Good" Trust was restricted solely to providing scholarships for needy and deserving students.

Over his long career, Brown had earned the reputation as "the hardest working man in show business." Through hard work, tenacity—and years of litigation with publishers, family and others—he had amassed and held onto his fortune, mostly rights in more than 850 copyrights, unpublished works and his publicity rights.

Don't Be a Dropout

About 20 years before his death, Brown decided to create the "I Feel Good" Trust as a monument to his personal philosophy: the way to escape poverty was with education and hard work. Brown's songs such as "Don't be a dropout" underscored this belief.

After four years of work with an estate planning specialist, Brown's final estate plan was completed in 2000. It included a Will that left Brown's residuary estate to his 2000 Irrevocable Trust, which was dedicated solely to education. At Brown's death the 2000 Trust created a \$285,000 education fund for each of seven grandchildren. Everything else went to the "I Feel Good" Trust.

Anticipating trouble from relatives who knew about Brown's estate plan but did

¹ Ms. Pope received a JD degree from the University of South Carolina and an LLM in Estate Planning from the University of Miami. Mr. Smith received a JD degree from Georgetown Law Center and is a former patent examiner with the U. S. Patent Office.

² While the © symbol is not required, it was placed in this article to remind estate planners, fiduciaries and advisors to consider copyrights in all philanthropic estate planning and administration involving authors.

³ The copyright to "God has smiled on me" by James Brown and Al Sharpton was issued in 1981. The earliest date this copyright could be terminated by heirs under the Copyright Act is 2016.

Draft (4/11) for Editing only - Do not copy

not complain during his lifetime, Brown directed his fiduciaries to defend "vigorously" all attacks on the approximately \$80 million he gave to the "I Feel Good" Foundation as "an affront to my wishes." He armed his fiduciaries with *In Terrorem* forfeiture clauses and other means to defend the 2000 Trust.

Brown also named and then specifically excluded from his music empire some of his 14 or more claimed children, as he did all other claimed heirs and past and future spouses.

Damn Right, I'm Somebody⁴

At Brown's death his philanthropic legacy was poised to be as impressive as his musical legacy. The \$80 million "I Feel Good" Foundation promised to be his home state's largest-ever private foundation dedicated solely to scholarships for needy and deserving students, as well as one of its largest private foundations.

Then in the fall of 2007 an attorney general with gubernatorial aspirations stepped in to "help" the "I Feel Good" Trust.⁵

Bewildered

Three months later, in February 2008, the AG announced before a television camera that the trustees of the "I Feel Good" Foundation must serve only the interest of the "poor kids," and that any failure to do so went "far past the stop sign of conflict of interest."⁶

He was right about that, but sadly, he did not heed his own advice.

On August 10 of the same year, a mere six months later, the AG signed an agreement that in only two years would destroy the "I Feel Good" Foundation – reducing it to \$2 million or less.

Much of the explanation for this bewildering turn of events lies in the failure of

⁴ The Copyright to sound recording "Damn right, I'm somebody," by James Brown and his famous sideman Fred Wesley, was issued in 1974 and renewed in 2002. The earliest possible date it could be subject to termination under the Copyright Act is 2030.

⁵ AG Henry D. McMaster, with the AG of Georgia *pro hac vice* under him, entered Aiken County, SC Case 2007-CP-02-0122 ("Case 122") in October 2007 to help protect the interest of the "I Feel Good" Foundation's charitable beneficiaries.

⁶ WIS TV interview, 2/7/08. Henry D. McMaster. McMaster's conclusion that Brown's then-fiduciaries were simultaneously working for the family and the "poor kids" was incorrect. At the time, Brown's fiduciaries were actively seeking dismissal of newly filed – and unfounded – challenges to Brown's 2000 Trust and Will; claims of Brown's companion; and other claims. [See Ans. Interrogs. Pls., Case 4900; See Mot. Dismiss, TRHB's filing, Case 122.]

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the AG's staff, and later the AG's appointee, to understand and apply basic principles necessary for a private foundation to protect its copyright interests, namely:

1. A precipitous and incorrect determination of heirs can cause decades of damage to the copyright interests, resulting in loss and unnecessary litigation.
2. Fiduciaries and advisors to private foundations with copyrights cannot simultaneously serve the interests of the foundation and claimed heirs.

Brown's interest in 850+ copyrights and unpublished songs made these errors fatal to the "I Feel Good" Foundation.

Termination Rights under the Copyright Act -(Give it Up) Turn it Aloose ⁷

Termination rights under Section 203 and 304 of the Copyright Act are designed to help authors who assigned the rights to their creative works before these works were tested in the marketplace: authors are given a chance to take back *some* of the interests they gave up. Depending on the date of publication, the earliest opportunity to terminate a copyright (already in its renewal term for older copyrights) comes either 35 or 56 years after the copyright.

In the case of a deceased author *who has not previously exercised his rights*, the author's statutory heirs, as determined at the relevant time, may exercise the author's termination right. [For a good explanation of termination rights and limitations, see "Copyright Reversions, Protecting Your Musical Copyrights" by Lisa Alter, 2008.]

When an author's statutory heirs are not the beneficiaries of copyrights under his estate plan (this is always the case for copyrights held by a private foundation or charity), then the statutory heirs--in limited instances--may be able to "bump" the author's estate plan and retake some of the copyright benefits themselves. ⁸

Emerging case law makes it clear that it is not easy to terminate assigned interests in copyrights.

Where, as with James Brown, valuable interests are at stake, private

foundations, advised by *their unconflicted* IP/Entertainment counsel, must dance a delicate dance with publishers, claimed heirs and others. The foundations' primary concern, of course, is to protect and enhance the benefits of *each* copyright for the longest reasonable time.

⁷ (Give it up) Turn it Aloose was published in 1969.

⁸ The term "estate bumping" was coined by Professor Lee-Ford Tritt to describe this phenomenon. See Lee-Ford Tritt, "Liberating Estates from the Constraints of Copyright, 38 Rutgers L.J. 109 (2006)

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By omitting his heirs from any interest in his copyrights, Brown made it easier for his fiduciaries to protect them from actual and claimed heirs, because in questions related to Brown's copyrights the fiduciaries' duty of loyalty is only to the 2000 Trust — and not to any heir.

For private foundations to be ready to protect copyright benefits given to them, their fiduciaries and advisors⁹ must take at least the following basic steps, all of which were in progress for James Brown's estate:

1. Learn the basics about the Settlor's copyright interests, including earliest publication dates and other readily-available facts.
2. Promptly and properly identify the "heirs-at-death"¹⁰ to create a baseline.
3. Where appropriate and available, rely on DNA testing for disputed heirs.
4. Acknowledge heirs only if they are legally established or DNA tested.
5. Identify documents such as the Settlor's will, prenuptial agreements, lawsuit settlements and waivers, which may void, limit or delay an heir's claim to copyright termination rights.
5. Update the baseline heirs data until all copyrights expire.
6. Select IP/Entertainment counsel with no commitment to claimed heirs, publishers or other assignees.
7. As and when helpful, "split heirs"¹¹ to maximize benefits for the foundation.

For James Brown, with copyrights issued over the six decades from 1956 until his death, the earliest any termination could have occurred was 2012. There was adequate time to prepare, and in August 2008 Brown's fiduciaries were doing just that.

⁹ Where, as with James Brown, the AG and his appointee undertook to step into the shoes of Brown's fiduciaries, rendering the fiduciaries unable to protect the charity, they should have had, and applied, the same knowledge required of the Foundation's fiduciaries.

¹⁰ The terms "heirs-at-death" is used by the authors to emphasize the timing difference between a traditional determination of heirs (death) and the statutory heirs under the Copyright Act, who cannot be determined until the window to terminate assignments as to a particular copyright opens. Statutory heirs under the Copyright Act may be different with respect to each copyright termination.

¹¹ The heirs must act by majority. This allows foundations to "split heirs" – finding the most cooperative majority of heirs to work with on termination issues related to a specific copyright assignment at the particular time.

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James Brown's Copyrights

A 2007 circuit court order made available to the AG and others interested in Brown's estate about 90 boxes of "Brown Historical Documents." These documents contained virtually everything to be known about Brown's copyrights and related contracts. The documents were placed at a central location that allowed easy access to all.¹²

The available documents, with information from the Copyright Office and other readily available sources, showed that if Brown's copyrights were properly protected any attempt by claimed heirs to take them from the "I Feel Good" Trust was both weak and remote in time.¹³

The known facts included:

1. Brown's royalties continued to earn about least \$3 million per year, as they had for years.
2. Brown's publicity rights – about \$50 million of his music empire – were not subject to any claimed termination rights of heirs.
3. Brown's as-yet-unpublished works would not be subject to termination for decades, perhaps not at all.
4. Copyrights to the many derivative works in which Brown has an interest are not subject to termination right of heirs. [More than 50 CDs, with notes, have been released since Brown's death.]
5. Brown's Will leaves all of his copyrights, most of which are held in his individual or joint name, to the 2000 Trust.
6. Brown's fiduciaries were directed to vigorously protect his estate plan against heirs and claimed heirs.
7. Only 15% or fewer of Brown's many copyright interests faced possible termination before 2016 – ten years after Brown's death. [See Compilation, Brown copyrights, 1956 - 60 and 1978 - 81.]

¹² Order dtd. 08/10/07, Aiken County, S.C. Case No. 2007-CP-02-0122. Reflecting Brown's understanding of his place in musical history, in addition to Brown Historical Documents, Brown kept more than 60 boxes of his personal musical collection, unpublished works, and masters under lock and key in the bedroom suite and office of his home estate. In February 2008 these were placed in a secure sound storage facility to await review.

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8. Co-authorship of some of Brown's works could make terminations more complex and heirs' rights, if any, less certain. See Geoffrey P. Hull, "Termination Rights and the *Real* Songwriters", Vanderbilt J. of Ent. Law & Practice, Spring 2005.
9. Brown holds an interest in some of his publishers.
10. Between 1968-1978, one of Brown's most prolific periods, about 250 copyrights were issued, none of which faces possible termination before 2024, with others as late as 2033, including:
 - a. Nearly 40 songs from 1968.
 - b. More than 50 songs from 1969, including "Ain't it funky now," "Mashed potato" and "Popcorn."
 - c. "Funky Drummer," 1970, one of the world's most sampled records; "(Get up) I feel like being a sex machine"; and about 25 other songs.
 - d. "Hot pants", "Soul power" and others from 1971.
 - e. More than 35 copyrights from 1972, including "Get on the Good Foot (with new matter)" and other sound recordings for which copyrights became available that year. [Polydor, Inc. and/or UMG Recordings, Inc. are listed on some post-1971 copyrights]
11. In the 1990s Brown and his company JBE, Inc., reached important agreements with Warner/Chappell, Warner-Tamberlane Publishing Corp. and other publishers.
12. Documents related to Brown's 1999 \$26 million loan from TIAA, secured by a pledge of his major royalties, prohibit assignments until the loan is paid in full – 5 or more years after Brown's death.
13. Brown settled a 2002 suit over copyrights with daughters Deanna and Yamma.
14. Brown did not file a termination notice for 2016 for the famous 1956 song, "Please, please, please," which he co-authored, although the window for filing a termination notice was open in 2006. Nor did he do so for certain post-1977 copyrights. [This indicates an understanding that the TIAA Debt (at least) prevents the current exercise of termination rights.]

A host of additional impediments existed to prevent any heirs from substantially damaging the "I Feel Good" Foundation's royalty interests. These efforts included motions to dismiss all claims of Brown's companion as invalid, a waiver signed by one

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of Brown's Heirs for the TIAA Debt, and others.

In order to protect the "I Feel Good" Foundation's copyrights, the estate first had to root out non-heirs and those who had waived any claim to Brown's assets. Then negotiation with heirs could begin.

The Estate's Heirs Protocol

In August 2008 Brown's fiduciaries were nearing the completion of a proper heirs-at-death determination begun just after Brown's death. When concluded, it would have provided the "I Feel Good" Foundation with both a sword and a shield to protect its copyrights for decades.¹⁴

Knowing the importance of this heirs determination, shortly after Brown's death estate attorneys established a brilliant and widely-publicized self-identification protocol to find Brown's claimed heirs. Anyone claiming to be a child of Brown was invited to step forward; pay \$300 for controlled, official DNA testing; and find out the biological truth.

Brown's well-publicized vasectomy about 20 years earlier meant that most requests for DNA testing were made by consenting adults who understood and submitted to the media frenzy surrounding the process.¹⁵

The significance of the heirs procedure was bolstered by the increased acceptance of the accuracy of properly controlled DNA testing.

By August 2008, the DNA protocol resulted in the rejection of a number of claimants and the identification of three biological children of Brown: Jeanette Mitchell (1), LaRhonda Pettit (2) and Cinnamon Mernickle (3).

Brown's fiduciaries rewarded each proven biological child with a public announcement and acknowledgment of her status as an heir. [Like all of Brown's other heirs, they were excluded from the 2000 Trust and Brown's musical empire.]

¹⁴ Brown acknowledged as his "heirs" four of the five children born of his three marriages, Terry, Larry, Deanna and Yamma. He excluded daughter Lisa, acknowledged in his divorce from first wife Velma Warren. [Will. Trust. Div. Decree. Agreement]. He also acknowledged two children not born of his marriages. *In Terrorem* forfeiture clauses threatened termination of the grandchildren's education benefits and the personal effects he gave to the six. A prenuptial agreement, executed by Brown's (married) companion, waived all of her rights under state and federal law. After discovering that companion was married when she married Brown, he brought an action to void the marriage. It was settled with her agreement and a court order by which she waived any claim to be Brown's common law spouse.

¹⁵ Only one minor claimed to be a child of Brown. Through a GAL he refused official testing.

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Brown's other possible but challenged heirs, none of whom had been DNA tested, included:

- a. 5 presumed children: Terry (4) Lisa (5), Larry (6), Deanna (7) and Yamma (8). Teddy is deceased. (9);¹⁶
- b. A minor ordered to take official DNA testing, but who had refused (10);
- c. An incarcerated adult whom Brown supported under court order during minority (11);
- d. Brown's companion who:
 1. Waived all state and federal rights in a 2001 pre-nuptial agreement;
 2. Then had a marriage ceremony with Brown although she was already married;
 3. Separated from Brown in 2003 when he discovered she was married;
 4. Obtained an annulment of her previous marriage in March 2004;
 5. Thereafter settled Brown's suit to void his marriage by Court order, finding they were living together and attaching her agreement never to claim to be Brown's common law spouse (12);
- e. Two other claimed-but-not-presumed children (13), and (14);
- f. A claimed grandchild, claimed child of deceased son (9).

Considering other turmoil surrounding Brown's assets ¹⁷ and the long-term importance of a correct determination of heirs-at-death, the heirs protocol had progressed at lightning speed. It was close to providing a court-sanctioned heirs-at-death baseline which the "I Feel Good" Trust could use and modify in order to help protect the foundation for the duration of the copyrights.

That changed on August 10, 2008.

¹⁶ On August 10, 2008 Brown's grandsons, beneficiaries of the 2000 Trust, or others, were seeking DNA testing of some or all of these, as well as of the minor claimant.

¹⁷ Brown's original fiduciaries all resigned in 2007 under a substantial cloud after more than \$12 million secretly misappropriated since 1999 was discovered. One is now deceased. David Cannon was indicted for felony breach of trust for all years 1999 - 2006 and for uttering a forged compensation agreement in 2008. To date he had not been tried. In 2010 Dallas, Brown's longtime attorney, filed bankruptcy. Schedules related to Dallas' filing show that his largest asset is a \$6 million claim he asserts against Brown's Estate and the 2000 Trust.

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"No, no, no, no (don't leave me this way)"¹⁸

On August 10, 2008 the AG's staff and some of the claimed heirs¹⁹ met privately and reached the following private agreement:

1. Some of Brown's claimed heirs, including Brown's companion and excluding Brown's proven heirs, were declared to be Brown's heirs "for all purposes."
2. The AG proposed to give more than half of Brown's assets to these persons, all of whom had been specifically disinherited by Brown from his copyrights.
3. The AG agreed to prevent DNA testing of the parties to his agreement.
4. The AG agreed to replace Brown's fiduciaries with ones of their mutual choosing.
5. The AG and parties all agreed not to say anything bad about each other or the Agreement they had reached.

After signing the August 10 Agreement, with no apparent knowledge of the devastation he was causing the "I Feel Good" Trust's copyrights, the AG moved on to other matters and left the rest of the destruction of the "I Feel Good" Foundation to his staff and the appointee/fiduciary the AG selected.²⁰

Within months, an AG staffer promised Brown's son an exclusive right to buy the James Brown assets – including his 850+ copyrights. [Ltrs. dtd. 1/29/09 and 1/30/09.]

Certain that Brown's fiduciaries could not support the August 10 deal, the AG's staff sought and obtained an "independent" person to evaluate the secret agreement for the Court.

¹⁸ "No, no, no, no (don't leave me this way)" was published in 1964. The earliest possible year it might be subject to termination is 2020.

¹⁹ The AG did not notify any of Brown's fiduciaries or the three known biological heirs of James Brown of the meeting until after he had signed the August 10, 2008 agreement. [Exhibit B]

²⁰ According to the AG's senior assistant, beginning in the fall of 2007 six attorneys and six staff members worked on James Brown matters, but none undertook to inquire about or understand Brown's copyrights, even though the copyrights were generally known to make up about half the value of Brown's music empire. Beginning August 10, 2008, the AG relied on advice of counsel for the companion and other "settling parties" whose interest in Brown's copyrights was directly adverse to that of the "I Feel Good" Foundation, but who advised that they now "spoke as one" with the AG.

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On January 30, 2009, three weeks after his appointment--with no knowledge of the Federal Copyright Act, Brown's estate plan, or the tax impact of the AG's deal--the AG's appointee recommended it to the court.

Amazingly, appointee had not reviewed a single copyright or contract -- considering it beyond the scope of his assignment.

After the recommendation, the AG announced that he had selected appointee -- already trustee for Brown's companion and the disinherited settling relatives -- to be the fiduciary for Brown's estate plan, including the "I Feel Good" Foundation.

On the strength of appointee's recommendation an overworked circuit court judge approved the AG's deal.

A last glimmer of hope existed for the copyrights given to the "I Feel Good" Foundation -- the circuit court did not specifically determine that the parties to the AG's deal were Brown's heirs.

The AG's appointee would try to fix that.

"Everybody's doing the hustle and dead on the double bump"²¹

At first the AG appears to have been oblivious to the destruction his August 10 Agreement would cause Brown's copyrights and the "I Feel Good" Foundation. On the other hand, Brown's disinherited claimed heirs and companion knew exactly how important their newly-invented status as Brown's sole heirs was. It was this status--a gift not from Brown but from the AG--that would enable them to execute their plan for the destruction of the "I Feel Good" Foundation.

The monster that the AG had inadvertently created was raising its head. And his appointee knew which side to take.

By early 2009 AG's appointee--now trustee for the disinherited claimants--approved language added to the AG's deal after August 10 asserting that the termination rights of the newly-but-incorrectly determined "heirs"-at-death was of enormous value.

These "heirs" asserted that the termination rights belonging to them -- not all properly-determined heirs over the duration of the copyrights -- were likely worth as much or more than Brown's publicity rights, 850+ copyrights and other assets. This sleight of hand became their justification for the AG's giving them about 65% of the "I Feel Good" Foundation *plus* the right to buy it all.

²¹ This copyright to "Everybody's doing the hustle and dead on the double bump" was issued in 1975 and renewed in 2003.

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In March 2009 Brown's fiduciaries used a compromise procedure to try to salvage Brown's copyrights for the "I Feel Good" Foundation by continuing with a correct heirs-at death determination.²² The AG's appointee, now committed to his role as trustee for Brown's companion, purchaser/son and some of the disinherited family rather than for the "I Feel Good" Foundation, declined.

And the AG never complained.

"Almost nothing"²³

When it seemed things could not get worse for the "I Feel Good" Foundation, they did.

Soon after son obtained a right to buy all of Brown's assets and the appointee became his trustee, they began to question the \$100-million value of Brown's assets. This was surprising, since in 2008 son himself was involved in two separate letters of intent to purchase the same James Brown assets he was now devaluing for \$90-\$102 million.

The scheme to dismantle the Foundation proceeded, full steam ahead.

In August 2010, appointee announced he had secured an appraisal which would show that Brown's assets at death were worth less than \$12 million.

A sale to son at \$12 million would drive the final nail into the "I Feel Good" Foundation's coffin – reducing it from \$80 million to \$2 million or less.²⁴

²² In an "offer of compromise" not normally published – but filed in James Brown Case No. 2008-CP-02-1647 – Brown's fiduciaries agreed for the Estate and 2000 Trust to acknowledge 4 of Brown's presumed children, proven children Cinnamon, LaRhonda, and Jeanette, and 3 others as Brown's heirs. Brown's companion, consistent with known facts, was rejected as an heir, but offered a payment to resolve her claim. With ten (10) children acknowledged as a non-exclusive group of Brown's heirs-at-death, Brown's estate and the "I Feel Good" Foundation would have been free to continue the heirs-at-death proceeding as to all others. In the future the "I Feel Good" foundation would have been free to "split heirs" as appropriate to a particular copyright.

²³ The copyright to James Brown's "Almost nothing" was issued in 1979. It will not be subject to possible termination before 2014.

²⁴ Son/prospective purchaser Terry, poised to buy James Brown's assets for as little as \$12 million, was part of two 2008 letters of intent by TJBL, LLC to purchase Brown's assets for \$90 - \$102 million. [Brown's original PR/Trustees sought about \$5 million each from the proposal, as well as options or a "kickback" from the purchaser. [Hg. 11/20/07, Case 122]. In early 2007 Terry's son and some family members issued a prospectus to raise \$200 million for the purchase of the James Brown assets.

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James Brown would have been rolling over in his. Between 2003 and 2006 he had earned about \$9 million each year.²⁵

Think (about it)²⁶

James Brown left two legacies – a musical legacy and a charitable legacy. Whoever benefits from it, Brown's musical legacy will live on. Brown's charitable legacy, the "I Feel Good" Foundation, cannot be recovered once it is lost. The dismantling of that legacy by the AG, his appointee and Brown's disinherited claimed relatives could have easily been avoided.

Unfortunately, it was not.

But it should serve as cautionary tale to other "needy and deserving" foundations holding valuable copyrights. It should also raise an alarm for all philanthropists and their estate planning advisors in states where the government, through activist attorneys general, is moving to take over the private property and operation of the private charitable foundations of these individuals.

²⁵

In 2009 AG and appointee, at the behest of purchaser/son, rejected a 2-year publicity rights contract with GreenLight . Among other deceased celebrities, GreenLight has successfully exploited the publicity rights of Steve McQueen and Einstein. According to a 2011 New York times Article, Einstein, whose publicity rights are claimed by Yeshiva University in Israel, has earned tens of millions of dollars.

²⁶ The copyright to "Think (about it)" was issued in 1973.

EXHIBIT T

STATE OF SOUTH CAROLINA)
)
COUNTY OF NEWBERRY)
)
Adele J. Pope,)
)
Plaintiff,)
)
v.)
)
Alan Wilson, in his capacity as)
Attorney General of South Carolina,)
and James Brown Legacy Trust, by)
Russell Bauknicht, its Trustee)
)
Defendants.)
_____)

IN THE COURT OF COMMON PLEAS

Civil Action No. 2011-CP-36-364

AFFIDAVIT OF ADELE J POPE
OPPOSING MOTION TO DISMISS
AND REQUESTING EXPEDITED
HEARING

Personally appeared before me, Adele J. Pope, who being duly sworn, deposes and says:

1. This affidavit is based on my personal knowledge and belief.
2. For 35 years I have tried to be a careful lawyer, waiting for the documents to tell the story that needed to be told. In this case, Attorney General Alan Wilson is refusing to release public documents which, I believe, will tell the scandalous story of what his own office and predecessor have done.
3. I am informed and believe AG Wilson is refusing to release these public documents to cover up for illegal and/or improper actions of Henry McMaster, and his Sr. Assistant Sonny Jones since September 2007.
4. I am informed and believe that AG Wilson is intentionally, and with knowledge that his acts violate FOIA, denying and delaying my legal FOIA requests made on June 30, July 19 and July 20, 2011.
5. I am informed and believe that AG Wilson is intentionally violating his own

policies as described in the FOIA Handbook, because his office has determined that concealing public documents which show what McMaster, Sonny and Russell Bauknight did is taking precedence over complying with FOIA. [See Exhibit A]

6. Between March 2007 and today I have been a party to more than 20 lawsuits, most in Aiken County, related to James Brown's \$100 Million worldwide music empire.

7. I do not believe being in any of these suits, including one in Richland County, should take away or diminish my FOIA rights.

8. I am seeking a copy of the "Legacy Trust" McMaster and Russell created about 2 years ago to hold Brown's \$100 Million music empire when McMaster, in his official capacity, took it over.

9. On January 30, 2009 Bauknight told the Aiken County Court that it was fair and reasonable for McMaster to take over Brown's assets; put them in the Legacy Trust (also called the Settlement Entity) and then give away about \$50 million of Brown's assets to people Brown intentionally disinherited from his music empire.

10. Russell didn't tell the Court he was already trustee of the Legacy Trust.

11. On April 6, 2009 Sonny told the Aiken Court:

THE ATTORNEY GENERAL IS GOING TO ...MAKE SURE IT IS
TAKEN CARE OF AND WE HAVE CONTROL OVER THE CHARITABLE
TRUST AND SETTLEMENT ENTITY, SO WE'LL MAKE SURE
THIS CHARITABLE TRUST AS SET UP PER THIS SETTLEMENT
WILL BE CARRIED FORTH PROPERLY...

12. A May 26, 2009 Aiken County Court Order approved McMaster's takeover of Brown's assets.

13. With a duty to uphold James Brown's Estate Plan, Bob Buchanan and I

appealed the May 26th Order.

14. Our appeal is now in the S. C. Supreme Court, but I do not believe my FOIA rights should be denied or suspended until the Court decides.

15. Whether or not the Supreme Court allows McMaster to destroy what should have been South Carolina's largest private foundation dedicated solely for scholarships for needy and deserving students – about \$80 Million – I believe I still have FOIA rights.

16. On April 30, 2010 Alan Medlin, attorney for Brown's companion Tommie Rae, threatened that Sonny had already hired contingency-fee lawyer Ken Wingate who would sue Bob and me if we did not drop our appeal.

17. For almost a year Alan and Sonny had tried to force Bob and me to sign a document not to criticize McMaster and what he had done to destroy Brown's "I Feel Good" Trust.

18. As the draft article Jeff Smith and I are writing, "Private Foundations, Copyright Heirs, and Musical Millionaires – Why the James Brown "I Feel Good" Foundation doesn't...", describes, anyone who advises private foundations or charities in South Carolina – including me — would have to criticize what McMaster did to destroy private philanthropy in our State.

19. On May 19, 2010 the State, without any attorney from the AG's office – but using the private, contingency fee Wingate Firm -- sued me, accusing me of criminal and civil wrongdoing.

20. The Complaint is strange.

21. The State accuses Bob and me of the crime of overstating Brown's assets to the IRS – at about \$85 Million – just to get a big commission.

22. I believe that Bauknight, McMaster and Sonny fabricated the suit for 1 reason: to ruin my career as a trust and estate lawyer and Bob's as a distinguished lawyer and federal magistrate judge because we dared to challenge what McMaster had done.

23. McMaster and Bauknight held awesome power. In May 2009 McMaster was hoping to be South Carolina's next governor, and the managing partner of Bauknight's law firm was running to be South Carolina's next Attorney General.

24. In his 8 years as AG, McMaster used outside contingency-fee counsel only about 7 or 8 times. McMaster said these contingency-fee lawyers were needed because the State's opponents were huge multi-national drug companies. All except Bob and me.

25. I wondered why the State could not bring its own suit against Bob and me.

26. I knew tens of millions of dollars in damage had been done to James Brown's music empire, but I knew McMaster and Sonny had done it.

27. I wondered how Russell could be authorized to speak for the State.

28. I still wonder, and believe the public documents AG Wilson is withholding will tell me.

29. I do not believe the State should be allowed to sue me through a private lawyer; refuse for 15 months to produce a single document to supports its false, criminal claims; then claim I have no FOIA rights.

30. I believe the public documents AG Wilson is refusing to disclose will show that his own office was also deeply involved in Bauknight's fraudulent devaluation of Brown's worldwide music empire described below.

31. In December 2010 Russell, at the same time he was receiving reports that Brown's Royalties for 2010 were \$5.4 Million, secretly told the IRS that Brown's music empire was worth only \$4.7 Million and that Bob and I fraudulently overvalued it by \$79 Million.

32. I believe anyone familiar with Brown's assets and income, including the 5 AG lawyers who worked on the James Brown matters, knows this is outrageous.

33. In April Jeff Smith and I finished a draft of "Private Foundations...".

34. I am also working on two other pieces:

a. An article about tort reform and what McMaster did, tentatively called: "What Happens to the Subjects when the Attorney General becomes the King of Torts?" and

b. Something longer – maybe only for my family – called The House of James, about my experience with James Brown's Estate, Trust and wonderful home, and my great, great grandfather James, who – like Brown – lived in Beech Island and had a big, wonderful house.

35. I believe that as a citizen of South Carolina I should be able to view any public document I want to see while I work on these articles – or for any other reason.

36. In May 2011 Russell told the Aiken County Probate Court, in a sworn Inventory, that Brown's worldwide music empire was worth only \$4.7 Million.

37. In May 2011 the State, now through AG Wilson, asked the Supreme Court to supplement the appeal record with Russell's \$4.7 Million value.

38. When Bob and I opposed the supplement because the \$4.7 Million conflicts with at least 3 offers; 50 references in the record to a value between \$80 Million and \$100 Million; and the value placed on Brown's assets by all fiduciaries except Bauknight, AG Wilson, through Sonny, and Bauknight asserted:

The Respondents moved to supplement the record on appeal, in part, to clarify that the asset valuation figures tossed around by the Appellants [Bob and me] were not based upon a due diligence analysis of the assets –...

...Appellants' claim that the charitable trust will receive less than \$1 Million is grossly misleading (Appellants Return, at 6)"

....To be clear, from the date of James Brown's death until Russell Bauknight was appointed PR/Trustee no one conducted any due diligence to determine the value of the assets. Every valuation Appellants rely on is nothing more than speculation.

Appellants have misrepresented to this Court that "offers" were made to the Estate and Trust to buy its assets. . .

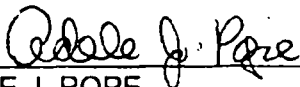
39. I was, of course, curious about what basis the State had to make these strong allegations against me to our Supreme Court.

40. Between June 30 and July 20, 2011 I made several FOIA requests – and I intend to make more – because I want to find out from public documents how deeply the State, Sonny, Terry Brown, Tommie Rae and others were involved in Bauknight's outrageous \$4.7 Million valuation and these representations our Courts.

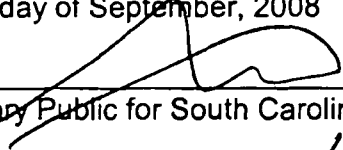
41. I am informed and believe that the story of the McMaster/Sonny/Russell's attempt to turn Brown's assets into a private political pocketbook for McMaster needs to be told.

42. I ask the Court to hear these matters as soon as possible.

FURTHER DEPONENT SAYETH NOT.


ADELE J. POPE

SWORN TO before me this
6th day of September, 2008


Notary Public for South Carolina

(L.S.)

My Commission expires: 7/13/2012

EXHIBIT U

As STATE OF SOUTH CAROLINA)
COUNTY OF NEWBERRY)
Adele J. Pope,)
Plaintiff,)
v.)
Alan Wilson, in his capacity as)
Attorney General of South Carolina,)
and James Brown Legacy Trust, by)
Russell Bauknight, its Trustee)
Defendants.)

IN THE COURT OF COMMON PLEAS

Civil Action No. 2011-CP-36-364

**AFFIDAVIT OF ADELE J POPE
OPPOSING MOTION OF
McMASTER'S LEGACY TRUST
TO DISMISS**

Personally appeared before me, Adele J. Pope, who being duly sworn, deposes and says:

1. This affidavit is based on my personal knowledge and belief.
2. I incorporate by reference my Affidavits dated August 1, 2011 and September 6, 2011 on file herein, both of which were based on my personal knowledge and beliefs.
3. I reaffirm my belief that McMaster's Legacy Trust is a Public Body as defined in the South Carolina Freedom of Information Act ("FOIA"), and that no suit, so far as I know, is pending in any Court to declare McMaster's Legacy Trust a Public Body under FOIA.
4. I reaffirm that, so far as I know, in the more than 20 James Brown cases filed in Aiken County, the 1 in Richland County, the 3 or 4 Federal District Court Cases, the 1 New York case, and others, nobody has asked for relief under FOIA.
5. The vast majority of the James Brown cases, many still pending, were commenced in the Aiken County Probate Court where, in my 35 years as a Trust and

Estate lawyer, I do not recall anyone asserting a FOIA Suit could be commenced.

6. My FOIA request is for the State/AG to produce communications with Russell Bauknight, the PR of Brown's Aiken County Estate, related to Bauknight's outrageous assertion in a sworn Inventory & Appraisement ("I&A") filed in the Aiken County Probate Court in May 2011 that Brown's worldwide music empire was worth less than \$4.7 Million when he died.

7. On May 6, 2006 AG Wilson's Office asked our S. C. Supreme Court to supplement the record on appeal ("ROA") in an Aiken County appeal with Bauknight's \$4.7 Million, and said it was the correct value of Brown's music empire. I want to know what basis the State had for this representation to our highest Court.

8. I believe the public and I have a right to know why the Attorney General of South Carolina, who, as the State's chief law enforcement officer, enforces the tax laws, securities fraud, and criminal actions against violators of FOIA, would tell our Supreme Court that Brown's assets are worth less than 1/15 what every fiduciary other than Bauknight who has served James Brown has asserted under oath was their value – about \$100 Million (\$85 Million after Brown's debt to the New York Teachers)

9. I believe the public and I have a right to see the LegacyTrust created by AG McMaster in his official capacity, and to know whether that Trust, now under the direct control of AG Wilson, is a public body under FOIA.

10. I believe I have a right to obtain these and other public documents I have requested since June 30, 2011, which may support my belief that there has been wrongdoing within the Office of AG McMaster, and now AG Wilson's office.

11. I am informed and believe that the valuation documents I request will show

that AG Wilson's office was incorrect and had an improper purpose when it asked our Supreme Court to accept Bauknight's \$4.7 Million value, instead of the true \$100 Million (\$85 Million after TIAA) value of Brown's worldwide music empire.

12. Some documents which support my belief are:

a. I & A of Alfred Bradley and Albert Dallas, two of Brown's three original Personal Representatives (Prs) filed in Aiken County on November 15, 2007 showing value of about \$100 Million (\$85 Million after the TIAA Debt);

b. Sworn Estate Tax Return of Robert L. Buchanan, Jr. and me filed with the IRS on September 25, 2009, showing value of James Brown's worldwide music empire at about \$85 Million;

c. Sworn I & A filed by Bauknight in Aiken in May 2011. Asserts value of Brown's worldwide music empire is about \$4.7 Million;

d. Return of Appellants [Bob Buchanan and me] to motion of AG Wilson/Bauknight to Supplement ROA with \$4.7 Million purported value, appeal from Aiken County Case 2008-CP-02-1647 ("Case 1647");

g. July 2011 Order of S.C. Supreme Court declining to supplement ROA; and

h. The April 2011 draft article Jeff Smith and I wrote: "Private Foundations, Copyright Heirs and Musical Millionaires – Why The James Brown "I Feel Good" Trust doesn't.." describing Bauknight's intentional devaluation of Brown's assets to benefit Terry Brown.

13. I am informed and believe that when McMaster put James Brown's name on the Legacy Trust he created in late 2008 or early 2009 to destroy James Brown's real Estate Plan, he intended for people to believe James Brown had created it. Brown did not.

14. McMaster's Legacy Trust was never a part of James Brown's real Estate Plan. It was created by McMaster and Bauknight as the vehicle for funneling about \$50 Million away from the needy and deserving students Brown's real Estate Plan

intended to help, and giving it to relatives and claimed heirs Brown intentionally disinherited from his worldwide music empire.

15. Brown's real Estate Plan consists of his Will and the James Brown 2000 Irrevocable Trust – both dated (and the Trust funded) August 1, 2000 which all of Brown's fiduciaries other than Bauknight have vigorously defended.

16. Brown's real Estate Plan left his entire \$100 Million worldwide music empire (\$85 Million after the TIAA debt) to education, principally for scholarships for needy and deserving students through The James Brown "I Feel Good" private foundation.

17. Under Brown's real Estate Plan the \$80 Million "I Feel Good" Trust was slated to be South Carolina's largest private foundation dedicated solely to provide education benefits for needy and deserving students.

18. Although Brown's original fiduciaries, Dallas, Bradley and Cannon (the "Dallas Group"), fully supported the Estate Plan, Cannon and Dallas' personal wrongdoing overshadowed their support of the Estate Plan.

19. As Lewis & Babcock (the "Lewis Firm") learned of the respective wrongful acts of their fiduciary clients in the Dallas Group, they took appropriate action, and were relieved as counsel.

20. By contrast, as Cannon and Dallas' bad acts were revealed, AG McMaster's Office ordered a SLED investigation but then continued for years to have secret meetings and communications with Cannon, Dallas and their advisors.

21. And McMaster continued to accept large political contributions from Powell Goldstein, LLP, Atlanta lawyers for Cannon, Dallas, Brown's son Terry and Brown's grandson Forlando (William) – as well as the Cox Group Investors (with Terry and

Forlando as members). All advanced a plan to sell/buy the James Brown assets for \$90 Million - \$102 Million; create and IPO; and pay the options or "kickback" demanded by Cannon and Dallas.

22. A quick review of some of the matters in which Bob Buchanan and I were involved with Dallas, Cannon, the Lewis Firm and others follows:

- a. In July 2007, Bob Buchanan and I, with an attorney from the Lewis Firm, discovered that Cannon had taken \$900,000.00 from the 2000 Trust in 2006
- b. In July Powell Goldstein, Cannon and Dallas, without our knowledge or the knowledge of the Lewis Firm, tried to secretly move the 2000 Trust, including The James Brown "I Feel Good" private foundation, to Georgia to escape S. C. Court scrutiny.
- c. In August 2007 Cannon resigned and Jg. Early released the Lewis Firm from its obligations to him, while it continued to represent Dallas and Bradley.
- d. In September and October Dallas and Cannon, without the assistance of the Lewis Firm, filed \$10+ Million in commissions claims against the Estate and developed a secret relationship with McMaster's Sr. Assistant.
- e. By November 2007 Cannon's secret cash purchase of a Million Dollar retirement home in Honduras was discovered, and it was known that more than \$7 Million had been misappropriated from Brown and the 2000 Trust since 1999 while Dallas and Cannon served as his fiduciaries.
- f. At hearings from November 15 -20 Cannon took the 5th; Jg. Early and the Lewis Firm recommended that Dallas & Bradley resign, which they did; and Bob and I were appointed Brown's PR/Trustee, with all duty and authority as if appointed by Brown.
- g. From November 2007- April 2008 AG McMaster, working with Dallas, Forlando and their advisors, tried to help undo Dallas' resignation.

23. In February 2008 the Brown's Estate/2000Trust, through court-appointed counsel Kendall Few and James Gilreath, sued Dallas and Cannon, with others, seeking !2+ Million misappropriated from Brown, the Trust and Brown Entities since

1999.

24. Although McMaster's Sr. Assistant told the Court in November he was seeking a SLED investigation of Cannon, and McMaster knew of the \$12+ Million misappropriation, McMaster's Office retained close ties with them while McMaster received and/or solicited big campaign contributions from the 40+ lawyers involved in the James Brown matters.

25. In February 2008, McMaster and Forlando appeared on WIS TV. McMaster said: "What the State is saying is that money should go to the needy children through the trust for education."

26. The WIS article said:

...[Brown's] assets contain his 60-acre Beech Island home and even more importantly, right to James Brown's image and music. All together the estimated worth is more than \$100 million. "So the children", McMaster says, "the needy children stand to gain a lot."

27. When asked if he was concerned that litigation filed in December 2007 by some of Brown's claimed heirs, would dissipate Brown's assets, McMaster said:

There is a concern some could be whittled away, but we think there is so much money involved because the name is so big and the rights to his image - really a valuable thing. We're trying to look at this in the long term.

28. Between October 2007 and March 2008 the Terry/Forlando/Cox Group, now all represented by Powell Goldstein, officially formed "TJBL, LLC" because Bob and I said it was not authorized to use "The James Brown Legacy." TJBL made three separate \$90 Million to \$102 Million proposals to purchase the Brown assets.

29. On March 31, 2008 Powell Goldstein, LLP made a \$1,000 contribution to McMaster's campaign.

30. On April 8, 2008, after a full hearing, Jg. Early dismissed AG McMaster's Office's and Dallas' attempts to get rid of Bob and me, and found that all of Bob's and my service as both SA s and PR/Trustees to that date had been both ethical and appropriate.

31. On July 30, 2008 AG McMaster wrote Bob and me confirming he supported us as 2 or Brown's 3 permanent trustees – provided we were properly appointed under Brown's real Estate Plan, which we were.

32. Eleven days later, on August 10, 2008 McMaster secretly contracted with some of Brown's claimed heirs, all disinherited from Brown's music empire, to:

a. Get rid of Bob and me;

b. Take more than 50% of The James Brown "I Feel Good" Trust from needy and deserving students; ignore Brown two valid Estate Plans; and give about \$50 Million to some of Brown's disinherited relatives and claimed relatives.

c. Create the "Settlement Entity", now McMaster's Legacy Trust, and place Brown's assets under the direct control of AG McMaster - now AG Wilson.

33. In late 2008 or early 2009 McMaster and Bauknight created the Legacy Trust.

34. On or about January 17, 2009 McMaster filed an unsigned, incomplete copy of the Legacy Trust in Aiken County.

35. In February 2009 Bradley and Dallas sought to remove Bauknight for cause for recommending what McMaster did to the Aiken Court. A copy of that complaint is attached as Exhibit A.

36. On March 26, 2009, a second, modified, incomplete, unsigned copy of the Legacy Trust was filed in Aiken County.

37. On April 6, 2009 AG McMaster's Senior Assistant told the Aiken Court:

THE ATTORNEY GENERAL IS GOING TO ...MAKE SURE IT IS
TAKEN CARE OF AND WE HAVE CONTROL OVER THE CHARITABLE
TRUST AND SETTLEMENT ENTITY, SO WE'LL MAKE SURE
THIS CHARITABLE TRUST AS SET UP PER THIS SETTLEMENT
WILL BE CARRIED FORTH PROPERLY...

38. In May 2011 AG Wilson's Office asked our S. C. Supreme Court to accept
Bauknight's \$4.7 Million valuation of Brown's \$100 Million music empire as correct.
Why?

39. AG Wilson has refused to comply with 7 clear, proper FOIA requests since
June 30, 2011. Why?

40. I am informed and believe that the threat made by David Black, Esquire,
attorney for Bauknight as trustee of McMaster's Legacy Trust to sue me if I exercised
my FOIA rights, was inappropriate.

41. My FOIA request for a copy of McMaster's Legacy Trust – now controlled by
AG Wilson – seeks important information to which I believe I am entitled regardless of
the progress or outcome of the Aiken appeal, the Richland Case, the pending Aiken
Cases, or any other matters that are pending.

42. As recently as July 2011 Dallas – like all fiduciaries who have served James
Brown except Bauknight – has confirmed in the public media that what McMaster's
office did to Brown's Estate \$100 Million music empire was outrageous.

43. I am informed and believe the engagement by Bauknight/the State of one
of the State's most distinguished and powerful litigation firms, Lewis & Babcock, LLP, to
prevent Wilson's compliance with my FOIA requests signals AG Wilson's resolve to
cover up wrongdoing within his office.

44. In my 35 years as an attorney advising estates, trust and fiduciaries, I am unaware of any suggestion that a FOIA suit should - or could legally – be brought in any Probate Court.

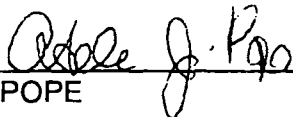
45. I am informed and believe that it diminishes our free society for Attorney General Wilson – who instructs State Agencies on FOIA compliance AND prosecutes those who violate FOIA – to refuse to comply with proper FOIA requests for public documents, and assist or support an entity he controls in violating FOIA.

46. I am informed and believe that the I&A filed by Dallas and Bradley on November 15, 2007 accurately values the James Brown's more than 800 published songs and Publicity Rights at about \$85 Million (after the TIAA debt), and the documents I seek under FOIA will support that fact.


47. From August 10 - November 20, 2007, the Lewis Firm and its clients Dallas and Bradley, maintained control over the 80+ boxes of public documents Judge Early ordered placed at a central location in his August 10, 2008 Order, so that all Interested Persons could inspect and copy them. AG Wilson is now trying to conceal even these public documents from public view.

48. This affidavit is based on my personal knowledge, including knowledge from seven months of direct dealings with the Lewis Firm and their clients Cannon, Dallas and Bradley, as court-appointed Special Administrator, with Bob Buchanan, of the Estate of James Brown; the review of tens of thousands of public James Brown records of which Bob Buchanan and I were custodians from November 20, 2007 until May 26, 2009; and my review of other public records.

FURTHER DEPONENT SAYETH NOT.


ADELE J. POPE

SWORN TO before me this
12th day of September, 2008


_____(L.S.)

Notary Public for South Carolina

My Commission expires: 7/13/2010

EXHIBIT V

STATE OF SOUTH CAROLINA)
COUNTY OF AIKEN)

IN THE PROBATE COURT
CASE NUMBER: 2007-ES-02-0056

STATE OF SOUTH CAROLINA)
COUNTY OF AIKEN)

IN THE COURT OF COMMON PLEAS
CASE NUMBER: 2007-CP-02-0122

IN RE: THE ESTATE OF)
JAMES BROWN)
a/k/a JAMES JOSEPH BROWN)

ORDER RE: PETITIONER
TOMMIE RAE BROWN'S
MOTION FOR PROTECTIVE ORDER

COURT REPORTER: LANA R. McMANUS, CSR

This matter came before the Court on Petitioner Tommie Rae Brown's Motion for a Protective Order. All counsel were duly notified. The Court heard the motion via telephone conference on Thursday, February 14, 2008.

The Court stays the deposition of Tommie Rae Brown scheduled for February 18, 2008 pending resolution of the status of the former personal representatives, Messrs. Dallas and Bradley. All counsel, including Mr. David Bell, who noticed the deposition, will be protected on the timeframe for taking Mrs. Brown's deposition regardless of any scheduling Order or other Order of the Court.

The Court issued an oral Order restraining all counsel and all parties from disseminating Mrs. Brown's diary or transcript thereof or any other privileged material owned by Mrs. Brown. The present and former Personal Representatives will not disseminate the diary or transcripts thereof whether or not originals or copies of same are in the Wells privilege box.

AND IT IS SO ORDERED.

Doyet A. Early, III
Doyet A. Early, III
Resident Judge
Second Judicial Circuit (11.1.13) 2-20-08 2008

Feb 20, 2008

STATE OF SOUTH CAROLINA
COUNTY OF AIKEN
I, Liz Godard, Clerk of Court of Common Pleas and General Sessions for Aiken County, South Carolina do hereby certify that the foregoing constitutes a true and correct copy of the original documents which have been filed in my office this

Liz Godard
Liz Godard
C.C.P. & G.S.
Archie Smith
Archie Smith
Deputy Clerk

G:\RLF\083\Disc1\Order re TRB Mot for Prot Ord re DEPO.doc
FEB 20 2008

Liz Godard
Liz Godard
C.C.P. & G.S., Aiken County, S.C.
Archie Smith
Archie Smith
Deputy Clerk

EXHIBIT W

EXHIBIT X

STATE OF SOUTH CAROLINA)
COUNTY OF AIKEN)

IN THE PROBATE COURT
CASE NUMBER: 2007-ES-02-0056

STATE OF SOUTH CAROLINA)
COUNTY OF AIKEN)

IN THE COURT OF COMMON PLEAS
CASE NUMBER: 2007-CP-02-0122

IN RE: THE ESTATE OF)
JAMES BROWN)
a/k/a JAMES JOSEPH BROWN)

SECOND ORDER RE: PETITIONER
TOMMIE RAE BROWN'S
MOTION FOR PROTECTIVE ORDER

DATE OF HEARING:
PRESIDING JUDGE:
COURT REPORTER:

DOYET A. EARLY

This matter comes before the Court on several Motions filed by Tommie Rae Brown: Motion for a Protective Order dated February 13, 2008; Motion for Protective Order, Sanctions and Fees dated February 18, 2008; and Motion to Require All Prior and Current Personal Representatives and Others to Return Diaries dated February 15, 2008.

All parties and all counsel agree that the original ~~and all copies~~ ^{of} Tommie Rae's diaries will be placed in the possession of Tommie Rae Brown's counsel, Robert N. Rosen, who will hold these items as an officer of the court pending further order of the Court. No party shall use the information in the diaries for any purpose pending further order of the Court. All agents for all parties or counsel, or former counsel or former personal representatives, including all investigators, shall turn over all diaries of Tommie Rae Brown and all copies thereof to the Clerk of Court. No party or counsel will disseminate the diaries or copies thereof.

No party waives any position on the admissibility or the discoverability of the diaries or copies. No party admits any liability for any improper or actionable act of any kind and all parties deny same.

The former personal representatives (Mr. Bradley, Mr. Cannon, and Mr. Dallas) will file an affidavit with the Court within 30 days explaining in detail how they came into possession of Tommie Rae Brown's diaries and any other personal papers or documents.

The motions will be held in abeyance pending further order of the Court.

The Personal Representatives have possession of 90 boxes of documents. Only counsel of record or paralegals or associates under the direct control of counsel of record in this case shall have access to the boxes without imposing on anyone the responsibility to search, if diaries or copies thereof are found in the boxes, any party and counsel (or their agent) finding them shall promptly turn them over to ~~Mr. Rosen, the Clerk of~~

AND IT IS SO ORDERED.

3-7-08
5:10pm

Doyet A. Early, III
Resident Judge
Second Judicial Circuit

STATE OF SOUTH CAROLINA
COUNTY OF AIKEN
I, Liz Godard, Clerk of Court of Common Pleas and General Sessions for Aiken County, South Carolina do hereby certify that the foregoing constitutes a true and correct copy of the original documents which have been filed in my office this
MAR 10 2008
C.C.P. & G.A. Aiken
Deputy Clerk

EXHIBIT Y

MAR 22 2012

EX PARTE:

Adele J. Pope,

Petitioner/Movant

) IN THE PROBATE COURT
) CASE NUMBER 2007-~~AIKEN~~ AIKEN COUNTY
CLERK OF COURT

STATE OF SOUTH CAROLINA
COUNTY OF AIKEN

) IN THE COURT OF COMMON PLEAS
) CASE NUMBER 2007-CP-02-0122

IN RE: THE ESTATE OF JAMES BROWN
a/k/a JAMES JOSEPH BROWN

) Motion to Vacate or Declare
) Void/Moot Orders related to
) Diaries of Tommie Rae Hynie
) Brown, and for related relief

TO: TOMMIE RAE HYNIE BROWN and her attorney, KENNETH B. WINGATE, ESQ., SWEENEY, WINGATE & BARROW, P.C. (Collectively "Wingate") and other named Plaintiffs in Richland County Case No. 2010-CP-40-4900, ROBERT L. BUCHANAN, JR. And ROBERT N. ROSEN.

YOU WILL PLEASE TAKE NOTICE that ten days after service hereof, or as soon thereafter as she may be heard Petitioner/Movant Adele J. Pope, will move before the Honorable Doyet A. Early, III at his chambers in the Aiken County Courthouse, Aiken, South Carolina or at such other place as counsel may be heard, for an Order rescinding and or declaring void/moot his Orders dated February 20, 2008 and March 10, 2008 related to the diaries of Tommie Rae Hynie Brown ("Tommie Rae"), copies of which are attached hereto (the "Diary Orders"), and:

1. Clarifying that the Diary Orders do not prevent parties with knowledge of the diaries, including movant, from freely and openly disseminating such knowledge;
2. Directing the Clerk of Court to deliver to movant for inspection, and allow her, or anyone, to obtain certified copies of all diaries or copies in the Clerk's possession.
3. Directing Tommie Rae, Robert N. Rosen and Wingate to immediately surrender to the Clerk, for inspection and copying as stated above, all original or copies of Tommie Rae's diaries in their possession.

The grounds of this motion are:

1. Fewer than ten (10) days after Tommie Rae moved, and without proper notice or hearing, the Honorable Doyet A. Early issued an oral order, followed by three sweeping written orders intended to bind not only parties but "[a]ll agents for all parties or counsel, or former counsel or former personal representatives,

including all investigators" and:

- a. directing them to "turn over all diaries of [Tommie Rae] and all copies . . . to the Clerk..." [Later originals were directed to be turned over to Mr. Rosen.]
- b. "restraining all counsel and all parties from disseminating [Tommie Rae's] diary or transcript thereof or any other privileged material owned by [Tommie Rae]"
- c. restraining them " from disseminating or giving said copies to anyone or allowing any person to read said copies pending further Order of this Court."
- e. directing the former personal representatives [Cannon, Dallas, Bradley] to..." file an affidavit with the Court within 30 days explaining in detail how they came into possession of [Tommie Rae's] diaries and any other personal papers.
- f. directing that "[n]o party shall use the information in the diaries for any purpose pending further order of the Court."

2. The Diary Orders were entered at the time the Estate was seeking to dismiss filings by Tommie Rae claiming to be the surviving spouse of James Brown, which were being challenged on all of the following grounds:

- a. Tommie Rae failed to timely file an elective share petition in the correct court.
- b. Tommie Rae's petitions were invalid because they failed to contain a summons.
- c. Tommie Rae's petitions were without merit because she was not Brown's spouse.

3. On information and belief, the Diary Orders could not have bound even a substantial portion of the more than 50 people who knew of their contents of Tommie Rae's diaries and had freely and publicly disseminated the substance of their contents, for more than a year; had been exposed to a typed version of the diaries; were given no notice or right to a hearing; were not subject to the jurisdiction of the Court; and/or who had no notice of entry of the Order.

4. On information and belief, Tommie Rae, her co-Plaintiffs in Richland County Case 2010-CP-40-4900 ("Case 4900") discussed below, and others, have overlooked or disregarded the Orders and shared the

contents of Tommie Rae's diaries with each other, the media and the Attorneys General of South Carolina.

5. On information and belief, the Diary Orders, if interpreted as written, would be void as against Public Policy because they would prevent the Attorney General of South Carolina from carrying out his public duty to protect The James Brown "I Feel Good" Trust under the Federal Copyright Act.

6. Enforcement of the Diary Orders would also violate the Due Process, First Amendment and Equal Protection rights of movant, Robert Buchanan and others under the U.S. and South Carolina Constitutions, and could even support perjury before the IRS and other Courts.

7. The following language makes clear that Judge Early intended the Diary Orders to be only of brief duration:

- a. The Court stays the deposition of [Tommie Rae] scheduled for February 18, 2008;
- b. All counsel....will be protected on the timeframe for taking [Tommie Rae's] deposition regardless of any scheduling Order or other order of the Court.
- c. No party waives any position on the admissibility or the discoverability of the diaries or copies....

8. The Diary Orders were, however, overtaken by events which should render them moot to the extent that they were not void when issued.

9. On information and belief, the Court did not intend – and could not have legally ordered – that the dozens of people with knowledge of Tommie Rae's diaries, including movant, be permanently silenced and unable to protect themselves from false accusations made by Tommie Rae and others.

10. On May 19, 2010 Tommie Rae, through Wingate, file Case 4900 against movant and Buchanan, seeking tens of millions of dollars for alleged breaches of what she asserted was a duty to her.

11. Tommie Rae asserted that venue was proper in Richland County under §§ 62-7-108 and -204 of the S. C. Trust Code, and that the claim bore no relation to the Aiken County cases.

12. Tommie Rae asserted in Case 4900 that Judge Early's findings about proper actions of Buchanan and movant in his Orders dated January 8, March 7 and April 8, 2008 in Case 122 were mere dicta.

13. Tommie Rae asserted that Buchanan and movant owed her duties which they breached in the following, and other, particulars:

...ii. Failing to understand the basic operation of federal copyright law and its impact on the estate and its valuation, including but not limited to tax valuation.

...p. Engaging in conflicts of interest, such as

i. Paying themselves hundreds of thousands of dollars in fees while leaving the estate and trust virtually insolvent.

ii. Serving as both Personal Representatives and Trustees...

iii. Continuing to conduct a vicious attack on the proposed settlement, upon information and belief, for the purpose of padding their own fees, which they claim to be \$5 million.

q. By misrepresenting or presenting inaccurate statements under oath to the Court:

...u. Artificially inflating the reported value of the estate, without any substantiation, . . . for the purpose of justifying their claim for... fees.

12. Movant and Buchanan answered and counterclaimed. Part of their position in Case 4900 with respect to Tommie Rae is that Tommie Rae knew when she sued them in Case 4900 that they owed her no duty because she was not Brown's surviving spouse.

13. In December 2010, having failed to timely respond to the counterclaims of movant and Buchanan, Tommie Rae filed a motion for relief from default. On information and belief, the diaries will provide material evidence that she is not entitled to relief from default.

14. On information and belief, since March 10, 2008 Tommie Rae has shared the diaries and/or the substance of their contents with one or more – and presumably many – of the following: her co-plaintiffs in Case

4900; 10 or more attorneys at Nexsen Pruet; Wingate and the members of his firm; Attorney General Henry McMaster and the approximately 10 AG s who have worked on James Brown matters; and Attorney General Alan Wilson.

15. In addition, Tommie Rae has listed as her witness in Case 4900 felon David Cannon and Albert Dallas, both of whom have knowledge of the diaries.

16. On information and belief, to allow Cannon and Dallas to appear as witnesses for Tommie Rae without movant and Buchanan being able to question them fully about the contents of the diaries would encourage perjury and/or deception.

17. On information and belief, failure to declare moot or void the Diary Orders will violate the First Amendment, Due Process and Equal Protection rights of movant and Buchanan; prevent their proper defense of Case 4900; and prevent the proper examination and cross-examination of Tommie and her witnesses Cannon and Dallas.

18. On information and belief, movant and Buchanan should be free to reveal their knowledge of the contents of Tommie Rae's diaries and disseminate copies to protect themselves and prevent a miscarriage of justice or even perjury.

19. On information and belief, justice will be served by the delivery by Robert N. Rosen, Esquire, for inspection and copying, the original and any copies of the diaries which he holds under the Diary Orders.

20. On information and belief, the already- disseminated typed transcription of Tommie Rae's handwritten diaries by Wayne Byrd, Esquire, should – once again – be freely disseminated.

21. In addition to Case 4900, Tommie Rae's diaries are important in other matters, including:

- a. The false claim in the pending Forlando Brown federal suit that movant and Buchanan did not protect Brown's 2000 Irrevocable Trust against Tommie Rae.

- b. The false claims of Jacquelyn Hollander that movant ignored the best interests of the Estate Plan of James Brown; and
- c. Tommie Rae's motion for sanctions against movant in a S. C. Freedom of Information Act ("FOIA") case in which Tommie Rae seeks to intervene.

22. Movant is informed and believe that the decision of S. C. Supreme Court in the Case 2008-CP-02-1647 will not affect the need for the Court to render moot or void the Diary Orders and disseminate the diaries, and that this motion should be heard as soon a possible.

23. Tommie Rae's suit was filed almost two years ago, and has caused great financial and personal harm to Buchanan and movant.

This motion is based on the affidavit of Adele J. Pope filed herewith; the filings of Tommie Rae in Case 4900; and such additional information as shall come before the Court prior to its hearing.

The undersigned hereby affirms that consultation with opposing counsel in an effort to resolve this matter would be fruitless.

JETER & WILLIAMS, P.A.

By: 

Daryl E. Williams
Suite 200, 1204 Main Street
P.O. Box 7425
Columbia, SC 29202
Telephone: (803) 765-0600
Attorneys for Petitioner/Movant Adele J. Pope

Columbia, South Carolina
March 19, 2012

EXHIBIT Z

STATE OF SOUTH CAROLINA)
)
 COUNTY OF AIKEN)
)
)
)
 IN RE:)
)
 THE ESTATE OF JAMES BROWN)
)
 A/K/A JAMES JOSEPH BROWN)
)
)
)
)
)
)

IN THE COURT OF COMMON PLEAS
 SECOND JUDICIAL CIRCUIT
 Case No.: 2007-CP-02-0122
 IN THE PROBATE COURT
 Case No.: 2007-ES-02-0056

ORDER

FILED 7-12-08
 J. J. Hodland
 CLERK C.P. & G.S.
 Anita Kinsey
 Deputy Clerk

This matter comes before the Court on motion of Adele J. Pope asking this Court to “rescind and or declare void/moot” three (3) orders relating to the personal diary of Tommie Rae Brown and requesting access to and use of the diary.

The Court in early 2008 issued three (3) orders concerning the diaries. Under the Order Re: Petitioner Tommie Rae Brown’s Motion for Protective Order, issued and filed February 20, 2008, all counsel and parties were restrained “from disseminating Mrs. Brown’s diary or transcript thereof or any other privileged material owned by Mrs. Brown,” and “the present and former Personal representatives will not disseminate the diary or transcripts thereof whether or not originals or copies of same are in the Wells privilege box.”

Under the Order Regarding Petitioner Tommie Rae Brown’s Diaries, issued March 7 and filed March 10, 2008, original copies of the diaries were to be returned to Mrs. Brown’s counsel and “all counsel, former counsel, parties, former parties, personal representatives and trustees and former personal representatives and trustees and all of their agents and investigators and any other person in possession of a copy or copies of Tommie Rae Brown’s diaries are restrained from disseminating or giving said copies to anyone or allowing any person to read said copies, pending further Order of the Court.”

Under the Second Order Re: Petitioner Tommie Rae Brown’s Motion for Protective Order (actually the third of the three Diary Orders), also issued March 7 and filed March 10, 2008, “no party

DAE

shall use the information in the diaries for any purpose pending further order of the Court," and "no party or counsel will disseminate the diaries or copies thereof."

The Court finds it lacks subject matter jurisdiction to consider Ms. Pope's Motion. The question whether a lower court may take action in a case during the pendency of an appeal is governed by Rule 205, SCACR. Rule 205 states:

Upon the service of the notice of appeal, the appellate court shall have exclusive jurisdiction over the appeal; the lower court or administrative tribunal shall have jurisdiction to entertain petitions for writs of supersedeas as provided by Rule 241. Nothing in these Rules shall prohibit the lower court, commission or tribunal from proceeding with matters not affected by the appeal.

Because the Court lacks subject matter jurisdiction over Ms. Pope's Motion, it must be

DISMISSED.

IT IS SO ORDERED, this 11 day of July, 2012, at Bamberg, South Carolina.



The Honorable D. A. Early, Jr.

EXHIBIT AA

STATE OF SOUTH CAROLINA

IN THE COURT OF COMMON PLEAS

COUNTY OF AIKEN

C.A. File No. 2007-CP-02-0122

Adele Pope

Versus

Alan Wilson, Attorney General of SC, Russell Bauknight as Trustee of the Legacy Trust and in other fiduciary capacities and Tommie Rae Hynie

Applicant/Petitioner

Objectors

8-6-12
Liz Godard
C.C.P. & G.S.
Anita Knoepfle
Deputy Clerk

CHECK ONE:

- JURY VERDICT. This action came before the court for a trial by jury. The issues have been tried and the verdict has been rendered.
- DECISION BY COURT. This action came to trial or hearing before the court. The issues have been tried or heard and a decision rendered.
- ACTION DISMISSED (CHECK REASON): Rule 12(b), SCRPC; Rule 41(a), SCRPC (Vol. nonsuit) Rule 43(k), SCRPC(Settled); Other - _____
- ACTION STRICKEN (CHECK REASON): Rule 40(j), SCRPC; Bankruptcy; Binding Arbitration, Subject to right to restore to confirm, vacate or modify arbitration award; Other: _____

IT IS ORDERED AND ADJUDGED: See attached order; Statement of Judgment by Court

After careful consideration, Judge Early has ruled to DENY the Applicants Motion to Reconsider, Vacate, Set Aside, Alter or Amend Order Dismissing Petition Application Declare Hynie "Diary" Gag Orders Void or Expired.

Dated at Aiken, South Carolina, Date July 31, 2012 Judge [Signature]

This judgment was entered on the 6 Day of Aug, 2012, and a copy mailed this 6 Day of Aug, 2012, to attorneys of record or to parties as follows:

Attorney for Plaintiff

Attorney for Defendant

[Signature]
Liz Godard by Anita Knoepfle
Clerk of Court

EXHIBIT BB

STATE OF SOUTH CAROLINA

COUNTY OF: AIKEN

IN THE MATTER OF: James Brown
a/k/a James Joseph Brown

IN THE PROBATE COURT

Filed: 1-18-2007

Sue H. Roe
Judge of Probate

By: [Signature]

CASE NUMBER:

APPLICATION FOR

(check any that apply)

PETITION FOR

INFORMAL

FORMAL

PROBATE OF WILL
 APPOINTMENT

TESTACY
 APPOINTMENT

Applicant/Petitioner:	Alfred A. Bradley,	Albert H. Dallas, Esq.,	and David G. Cannon
Address:	1803 Green Pond Rd. Aiken, SC 29803	Post Office Box 1150 Thomson, GA 30824	Post Office Box 865 Barnwell, SC 29812
Telephone:	803-652-8443	706-595-7170	803-259-1600

I. ALL APPLICANTS/PETITIONERS MUST COMPLETE THIS SECTION.

1. Give your relationship to the decedent, if any, and your interest in this proceeding.

Personal Representatives named in Last Will and Testament

2. Decedent Information

Name: James Brown

Social Security Number: _____

Date of Birth: May 3, 1933

Date of Death: December 25, 2006

Age at date of death: 73

Domicile at date of death: Aiken SC
(county) (state)

3. Venue for this proceeding is proper in this county because:

- Decedent was domiciled in this county at date of death.
- Decedent was not domiciled in South Carolina, but property of Decedent was located in this county at date of death.
- Decedent has a right to take legal action in this county because:

4.a. Names and addresses of devisees in the will including dates of birth of minors. If there are no minors, so state.

Name	Date of Birth	Address	Relationship to Decedent
SEE ATTACHED LIST			
_____	_____	_____	_____
_____	_____	_____	_____

(use additional sheet if necessary)

4a.

<u>Name</u>	<u>Date of Birth</u>	<u>Address</u>	<u>Relationship to Decedent</u>
1. Deanna J. Brown Thomas	1/2/69	PO Box 652 Clearwater, SC 29822	Daughter
2. Venisha Brown	1/22/65	PO Box 652 Clearwater, SC 29822	Daughter
3. Terry Brown	10/17/55	156 Liberty Hill Rd. Eastanollec LA 30538	Son
4. Larry Brown	11/16/58	110 Dresden Dr. Martinez, GA 30907	Son
5. Daryl J. Brown	9/1/60	3031 Silverwood Dr. Augusta, GA 30907	Son
6. Yamma B. Lumar f/k/a Yamma N. Brown	12/19/72	3594 Tuxedo Ct. Atlanta, GA 30305	Daughter

4.b. Names and addresses of intestate heirs who are not devisees, including dates of birth of minors. If there are no minors, so state. Intestate heirs are the persons who would inherit if the decedent left no will.

Name	Date of Birth	Address	Relationship to Decedent
Unknown at this time, if any			

(use additional sheet if necessary)

5. Did decedent have any change of marital status or the birth or adoption of any children after execution of this will, if one exists, or has any child of the decedent been born since his death, or is any birth of a child of the decedent anticipated? (This includes illegitimate children.)

NO YES If yes, please explain, on page 3.
6. To the best of your knowledge, was the decedent a patient in a South Carolina Mental Health facility during his/her lifetime?

NO YES If yes, please explain, on page 3.
7. Has a guardian or conservator ever been appointed for this person?

NO YES If yes, please explain on page 3.
8. Has a personal representative of the decedent been appointed prior to this date by a Court in this state or elsewhere?

NO YES If yes, please state details, including name and address of such Personal Representative on page 3.
9. Have you received or are you aware of any demands for notice of any probate or appointment proceeding concerning the decedent that may have been filed in this state or elsewhere?

NO YES If yes, please state details, including names and addresses on page 3.
10. Have more than ten years passed since the decedent's death?

NO YES If yes, please state circumstances authorizing tardy probate on page 3.
11. The decedent died with a personal estate of about the value of To Be Determined and real estate of about the value of To Be Determined. (A full inventory and appraisal, Form #350PC, must be filed within 90 days.) If decedent was non-resident, please attach South Carolina Commission form ET 101.
12. After the exercise of reasonable diligence, are you aware of any unrevoked will and/or codicil(s), other than the one(s) attached hereto, relating to property in this State?

NO YES If yes, please explain on page 3 and then proceed to Section II.

ii. IF A WILL EXISTS, PLEASE COMPLETE THIS SECTION.

1. Regarding the decedent's will:

- The original is attached
- The original is in the Court's possession
- An authenticated copy of a will probated in another jurisdiction is attached
- An authenticated copy of a will not probated in another jurisdiction is attached
- The will is lost, destroyed, or otherwise unavailable, however, a description of its contents is attached

2. Do you believe, to the best of your knowledge, the will described above was validly executed?

- Yes NO If no, please explain on page 3.

3. The date of execution of the will was: August 1, 2000

codicil(s): N/A

4. Are you aware of any instrument or document amending or revoking the will?

- NO YES If yes, please explain on page 3.

5. Have you exercised reasonable diligence to determine there is no instrument or document revoking the will?

- YES NO If no, please explain on page 3.

6. Do you believe the will defined in "1" above is the decedent's last will?

- YES NO If no, please explain on page 3.

COMPLETE EXPLANATION (S) FOR QUESTIONS IN SECTIONS I and II HERE.
(If more space is required, use additional sheet.)

III. IF APPLYING FOR INFORMAL OR FORMAL APPOINTMENT, PLEASE COMPLETE THE FOLLOWING.

1. The name(s) and address(es) of the proposed Personal Representative(s) is/are:

Alfred A. Bradley
1803 Green Pond Rd.
Aiken, SC 29803

Albert H. Dallas, Esq.
Post Office Box 1150
Thomson, GA 30824

David G. Cannon
Post Office Box 885
Barnwell, SC 29812

2. Priority for this appointment is:

- named as Primary Personal Representative in will
- named as Alternate Personal Representative in will
- nominee of above Primary Personal Representative in will
- nominee of above Alternate Personal Representative in will
- surviving spouse of decedent who is devisee of decedent or nominee of said spouse
- other devisee of decedent, (describe): _____ or nominee of said devisee
- surviving spouse of decedent or nominee of said spouse
- other heir of decedent (describe): _____
- creditor (Forty-five days after death must have passed), or nominee of creditor
- other (describe): _____

3. List below the names of any other persons, if any, having a prior or equal right of appointment (see priority above).

None

IV. ALL APPLICANTS/PETITIONERS MUST COMPLETE VERIFICATION.

VERIFICATION

The undersigned, being sworn, states that the facts set forth in the foregoing statement are true to the best of the undersigned's knowledge, information and belief, and hereby submits to the Court's jurisdiction in this matter.

SWORN to before me this 17 day of
January, 2007
Nobby Turk
Notary Public for South Carolina
My Commission Expires: 2/2/10

Signature: [Signature]
Name: Alfred A. Bradley
Address: 1803 Green Pond Rd.
Aiken, SC 29803
E-mail: _____
Telephone (O): _____
(H): 803-652-8443

ORDER OF INFORMAL PROBATE

IT IS HEREBY ORDERED that the above application for probate of a will be GRANTED DENIED informally this 18th day of January, 2007.

[Signature]
Associate Judge
Probate Court Judge

VERIFICATION

The undersigned, being sworn, states that the facts set forth in the foregoing statement are true to the best of the undersigned's knowledge, information and belief, and hereby submits to the Court's jurisdiction in this matter.

SWORN to before me this 17 day of

January, 2001

Frank Jambek

Notary Public for South Carolina

My Commission Expires: 3/5/12

Signature: *Albert H. Odessa*

Name: Albert H. Odessa, Esq.

Address: Post Office Box 1150

Thomson, GA 30824

E-mail:

Telephone (O): 708-595-7170

(H):

VERIFICATION

The undersigned, being sworn, states that the facts set forth in the foregoing statement are true to the best of the undersigned's knowledge, information and belief, and hereby submits to the Court's jurisdiction in this matter.

SWORN to before me this 17 day of

January, 2001

Frank Jambek

Notary Public for South Carolina

My Commission Expires: 3/5/12

Signature: *David G. Cannon*

Name: David G. Cannon

Address: Post Office Box 885

Barnwell, SC 29812

E-mail:

Telephone (O): 803-259-1600

(H):

ORDER FOR HEARING ON FORMAL PETITION

IT IS HEREBY ORDERED that a hearing on this matter be set for:

DATE: _____

TIME: _____

PLACE: _____

Pursuant to Section 62-1-401, the petitioner is ordered to give notice of this hearing to all interested persons at least twenty (20) days prior to the hearing.

Executed this _____ day of _____, 20____

, Probate Court Judge

ORDER OF FORMAL TESTACY

On hearing of the above petition, this Court finds that the person is deceased, venue is proper, and the proceeding was commenced within appropriate time limits.

The Court further finds that

the decedent died intestate. The heirs are:

the decedent died testate. IT IS HEREBY ORDERED that the Last Will and Testament of the above-named decedent, dated _____, be admitted formally to probate.

Executed this _____ day of _____, 20____

, Probate Court Judge

SEE ATTACHED ORDER

ORDER OF APPOINTMENT

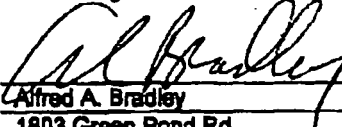
IT IS HEREBY ORDERED that the above application/petition for appointment be granted upon the filing of a bond as appropriate, qualification and acceptance.

Executed this _____ day of _____, 20____

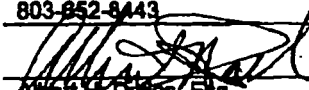
, Probate Court Judge

QUALIFICATION AND STATEMENT OF ACCEPTANCE


I accept this appointment and agree to perform the duties and discharge the trust of the office of Personal Representative of this estate.

Signature: 
Name: Alfred A. Bradley
Address: 1803 Green Pond Rd.
Aiken, SC 29803

E-mail: _____
Telephone (O): _____
(H): 803-852-8443

Signature: 
Name: Albert H. Dallas, Esq.
Address: Post Office Box 1150
Thomson, GA 30824

E-mail: _____
Telephone (O): 706-595-7170
(H): _____

Signature: 
Name: David G. Cannon
Address: Post Office Box 865
Barnwell, SC 29812

E-mail: _____
Telephone (O): 803-259-1800
(H): _____

Attorney: Wm. Ray Massey
Address: 405 Park Ave., SW
Aiken, SC 29801

E-mail: _____
Telephone (O): 803-643-4110

EXHIBIT CC

EXHIBIT DD

STATE OF SOUTH CAROLINA
In the Court of Appeals

APPEAL FROM AIKEN COUNTY
Court of Common Pleas

The Honorable Doyet A. Early, III Circuit Court Judge

Case No. 2008-CP-02-1647
Case No. 2007-CP-02-0122 (copy)
Case No. 2008-CP-02-0872 (copy)

Henry Dargan McMaster, in his capacity as Attorney General of the State of South Carolina; Daryl J. Brown, on Behalf of His Minor Children, Lindsey B. and Janise B.; Deanna J. Brown Thomas, on Behalf of Her Minor Children, Jason L.; Yamma N. Brown, on Behalf of Her Minor Children, Sydney L., Carrington L.; and Tonya Brown; Vanisha Brown; and Larry Brown; Tommie Rae Hynie Brown; James B., through his Guardian Ad Litem **Respondents,**

v.

Albert H. Dallas, Alfred A. Bradley, and David G. Cannon, Individually and as (purported) Trustees of the James Brown 2000 Irrevocable Trust; Adele J. Pope and Robert L. Buchanan, Jr., Personal Representatives of the Estate of James Brown and Trustees of the James Brown 2000 Irrevocable Trust; Terry Brown; Romunzo Brown; Forlando Brown; Cinnamon N.M. Paris; LaRhonda Pettitt; and Jeannette Mitchell, and Russell L. Bauknight, as Special Administrator and Special Trustee for the Estate of James Brown and the James Brown 2000 Irrevocable Trust,

OF WHOM:

Robert L. Buchanan, Jr. and Adele J. Pope, as Personal Representatives of the Estate of James Brown and Trustees of the James Brown 2000 Irrevocable Trust are ... **Appellants**

AND:

Albert H. Dallas, Alfred A. Bradley, and David G. Cannon, Individually and as (purported) Trustees of the James Brown 2000 Irrevocable Trust; Terry Brown; Romunzo Brown; Forlando Brown; Cinnamon N.M. Paris; LaRhonda Pettitt; and Jeannette Mitchell, and Russell L. Bauknight, as Special Administrator and Special Trustee for the Estate of James Brown and the James Brown 2000 Irrevocable Trust are **Respondents.**

IN RE:

The Estate of James Brown and The James Brown 2000 Irrevocable Trust w/a/d August 1, 2000

896A
7/21/09

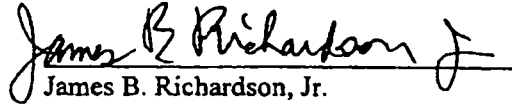
NOTICE OF APPEAL

Appellants Robert L. Buchanan, Jr. and Adele J. Pope, as Personal Representatives of the Estate of James Brown and Trustees of the James Brown 2000 Irrevocable Trust, appeal the following Orders of the Honorable Doyet A. Early, III in the above matter:

1. Order dated January 7, 2009;
2. Order dated March 4, 2009;
3. Amended Order dated March 4, 2009, filed March 6, 2009;
4. Oral Order dated March 6, 2009 (denied by written Order dated July 6, 2009);
5. Order Approving Settlement Agreement, dated May 26, 2009;
6. Order dated June 30, 2009, filed July 6, 2009, denying motion to reconsider March 4, 2009 Order, Amended March 4, 2009 Order and March 6, 2009 oral Order, received on July 7, 2009;
7. Order dated June 30, 2009, filed July 6, 2009, denying motion to reconsider January 7, 2009 Order, received on July 7, 2009; and
8. Order dated July 8, 2009, denying motion to alter or amend (May 26, 2009 Order), filed and received on July 10, 2009.

Each Order denying reconsideration was received by Appellants as noted above.

A copy of each of said Orders (other than the oral Order dated March 6, 2009) is attached hereto and made part of this Notice of Appeal.



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July 21, 2009

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Attorney for Respondents Albert H. Dallas and Alfred A. Bradley, individually and as (purported) Trustees of the James Brown 2000 Irrevocable Trust

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Nexsen Pruet Adams Klemmeier, LLC
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Columbia, South Carolina, 29202-2426
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Attorney for Respondent Russell L. Bauknight, as Special Administrator and Special Trustee for the Estate of James Brown and the James Brown 2000 Irrevocable Trust