

# Exhibit F

# Exhibit F

STATE OF SOUTH CAROLINA

IN THE PROBATE COURT

COUNTY OF AIKEN

Adele J. Pope,

Estate File No. 2007-ES-02-0056

Plaintiff,

v.

Estate of James, Brown, Deceased; The James Brown 2000 Irrevocable Trust; Russell L. Bauknight, Individually, as former *Executor de son tort*, and in every current and former fiduciary status claimed or held as to the Estate of James Brown and The James Brown 2000 Irrevocable Trust,

SUMMONS

(Jury Trial Requested)

Defendants.

AND:

Robert L. Buchanan, Jr.,  
Interested Party.

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 WITNESS MY HAND AND SEAL OF THE COURT THIS 16th DAY OF June A.D. 2013

JUDGE OF PROBATE FOR AIKEN COUNTY, S.C.

BY *J. J. Dawson* CLERK

TO: ALL DEFENDANTS AND THE INTERESTED PARTY NAMED ABOVE:

YOU ARE HEREBY SUMMONED and required to answer the Complaint to Void Appointment and Notice of Disallowance; for Review and Direction to Pay Commissions and Fees under *Wilson v. Dallas*; Remove Bauknight; Require Emergency Appointment of Litigation SA/ST to Prevent Further Damage by Bauknight in *Wilson v. Dallas* and Related Cases; for Accounting; And for Related Relief, a copy of which Complaint is herewith served upon you, and to serve a copy of your Answer to the said Petition upon Plaintiff at 1228 Walnut Street, Newberry, South Carolina, within Thirty (30) days after the service hereof upon you, exclusive of the day of such service; and if you fail to appear and defend, judgment by default will be rendered against you for the relief demanded in the Complaint.

*Adele J. Pope*

Adele J. Pope, Pro se

Plaintiff

1228 Walnut Street

Newberry, South Carolina, 29108

803/413-0753

SC Bar #4501

June 8, 2013

STATE OF SOUTH CAROLINA

COUNTY OF AIKEN

Adele J. Pope,

Plaintiff,

v.

Estate of James, Brown, Deceased; The James Brown 2000 Irrevocable Trust; Russell L. Bauknight, Individually, as former *Executor de son tort*, and in every current and former fiduciary status claimed or held as to the Estate of James Brown and The James Brown 2000 Irrevocable Trust,

Defendants.

AND:

Robert L. Buchanan, Jr.,  
Interested Party.

IN THE PROBATE COURT

Estate File No. 2007-ES-02-0056

Complaint<sup>1</sup> to Void Appointment and Notice of Disallowance; for Review and Direction to Pay Commissions and Fees under *Wilson v. Dallas*; Remove Bauknight; Require Emergency Appointment of Litigation SA/ST to Prevent Further Damage by Bauknight in *Wilson v. Dallas* and Related Cases; for Accounting; And for Related Relief

(Jury Trial Requested)

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 WITNESS MY HAND AND SEAL OF THE COURT THIS 10th DAY OF APRIL A.D. 2013

JUDGE OF PROBATE FOR AIKEN COUNTY, S.C.

BY *[Signature]* CLERK

Plaintiff Adele J. Pope ("Adele"), responding to the Notice of Disallowance served on her on May 29, 2013, attached hereto as Exhibit A (the "Notice"), and in order to protect the noble Estate Plan of James Brown to leave his entire \$100 Million worldwide music empire to the "I Feel Good" Private Foundation to provide scholarships for needy students, would respectfully show this Court:

<sup>1</sup>See also Petition for Allowance, attached hereto and incorporated herein as Exhibit 1.

## Summary of Relief Requested

One month after the historic May 8 *Wilson v. Dallas*<sup>2</sup> decision restored \$50 Million to James Brown's "I Feel Good" Private Foundation, those seeking to destroy Brown's plan to leave his worldwide music empire for the education of needy students are poised to try again to take Brown's assets. They do so with fabrications about:

1. Their status as James Brown's heirs;
2. The value of James Brown's worldwide music empire, which they had a right to buy under the voided settlement and claimed was worth less than \$4.7 Million;
3. The Federal Copyright Act and their claimed termination rights under the Act.
4. Their importance and Bauknight's – rather than a recognition that Brown's \$100 Million music empire was the result of James Brown's genius and hard work.

For four years Russell Bauknight ("Russell") has been their voice and the enforcer of their false claims. He has asserted without basis that Brown's companion Tommie Rae was his spouse and her elective share claim a "slam dunk." He has claimed Brown's worldwide music empire was worth less than \$4.7 Million.

The *Wilson v. Dallas* decision voided the settlement and cleaned the slate. Russell's May 29 Disallowance to Plaintiff suggests he learned nothing from that decision. Russell's damage to Brown's Estate Plan must be stopped. His authority should be voided. He should account for his acts. An SA/ST to represent the Estate/2000 Trust under the Will and Trust in pending litigation is needed immediately.

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<sup>2</sup>See Exhibit 3 for information about Cases which are referred to herein with short names.

**For A First Cause of Action**  
**(Voiding Appointment, Settlement and Notice and Granting of Claims)**

**Parties**

1. Plaintiff, on information and belief, has standing to bring this Case, and seeks all relief the Notice purports to disallow, and otherwise requested by her in this and other Brown cases, for at least the following reasons:

- a. Under Order of the Honorable Doyet A. Early, III, dated January 8, 2008 (the "January 8 Order"), she is entitled to a liquidated amount, with interest.
- b. She is entitled, by equitable offset, to the share of Forlando in the 2000 Trust and some or all of Terry's interest in the Estate in the Forlando Suit.
- c. She has special status under S.C. Trust Code § 62-7-405(c) as an "other" to enforce the "I Feel Good" Trust as set out in 2000 Trust and backup 1999 Trust.
- d. Russell's conflicts, claimed less-than \$4.7 Million of Brown's \$100 Million worldwide music empire and failure to account jeopardize the Estate/2000 Trust.
- e. By Order dated April 8, 2008, Jg. Early held that any Interested Person may seek the appointment of a special fiduciary as needed, and one is needed now.
- f. Russell's SA/ST appointments are in question; if secured were secured *ex parte*; violated Due Process; were for improper purposes; and should be voided.
- g. As a creditor Adele, under the S.C. Probate Code, has authority, and seeks, the formal probate of Brown's 1999 Will as a backup to the 2000 Estate Plan.
- h. Russell's alliance with Tommie Rae and Forlando/Terry prevents his defense of the Will, required by *Franklin v. Chavis*, 371 S.C. 527, 640 S.E.2d 873 (2007).
- i. This case now stands – alone or consolidated with the Dallas Claims Case – as the appropriate and efficient forum under *Wilson v. Dallas* to determine:
  - (1). The Fiduciary Commissions, if any, of: Russell; Adele; Bob, Albert "Buddy" Dallas ("Buddy"); David Cannon ("Cannon") and Al Bradley ("Al");
  - (2). The payment/d disgorgement of attorneys' fees paid or promised by Russell;
  - (3). The payment of attorneys who served Bob and Adele [See Exhibit 4].

- j. Plaintiff seeks to enforce "I Feel Good" Trust, a matter of public importance.
- k. An SA/ST is needed to protect the Will/2000 Trust in the Forlando Suit.
- l. An SA/ST is necessary for Case 4900 because of Russell's multiple conflicts.
- m. An SA/ST needs to appoint GALs for minors, which Russell refuses to do.
- n. An SA/ST is needed to stop Russell's improper intervention in FOIA cases.
- o. An SA/ST is essential because Russell has:
  - A. Attempted to commit the Estate/2000 Trust to the fabricated position Tommie Rae was Brown's spouse and her non-DNA-tested son his son.
  - B. Worked to retain 5-year-old Gag Orders which prevent discussion of the widely-known contents of the so-called Hynie "Diary."
  - C. Attempted to bind the Estate/2000 Trust to the fabricated position that the at-death value Brown's music empire was less than \$4.7 Million.
  - D. Attempted to conceal that Jeanette, Lisa, LaRhonda and Nicole are DNA-proven or presumed heirs under the Federal Copyright.
  - E. Applied the vast resources of James Brown's music empire to employ an army of attorneys to bolster Tommie Rae's positions.
  - F. On information and belief, formed JB BIOPIC, LLC, JBIP Investments, LLC and/or other entities without providing copies of same to the AG.
  - G. Proposed payment to/paid from the Estate/2000 Trust attorneys for himself, Tommie Rae, the Cannon Group & others of \$20+ Million.

2. Defendant Estate of James Brown, on information and belief, is the entity created and controlled by Brown's Will dated August 1, 2000 (the "Will") to:

- a. Vigorously defend the Estate Plan (and the backup 1999 Estate Plan).
- b. Under the Estate Plan and applicable law, pay only fiduciaries and their counsel who have worked to preserve and protect the Estate/Estate Plan.
- c. Under the mandate of *Wilson v. Dallas*, require all fiduciaries and counsel in that and related cases who do not meet the above standard not be paid.

3. Defendant James Brown 2000 Irrevocable Trust (the "2000 Trust"), on information and belief, was created and funded by Brown on or about August 1, 2000 as the vehicle by which Brown gave his \$100 Million empire to education, as follows:

- a. A \$285,000 education Trust for each of 7 designated grandchildren; and
- b. The remainder for scholarships for needy S.C. and Georgia students.
- c. To be run by 3 private Trustees obligated to vigorously defend the Estate Plan against all challenges -- to be removed if they failed to defend the Estate Plan.
- d. Consistent with the 2000 Trust and *Wilson v. Dallas*, to pay only fiduciaries and their attorneys who have protected and defended the Will/2000 Trust.

4. Defendant Russell acted as PR/Trustee under the Will/2000 Trust from May 26, 2009 until May 8, 2013 when *Wilson v. Dallas* declared his appointment void. On information and belief, during such time he used the Estate/2000 Trust to litigate for the benefit of Tommie Rae, Terry/Forlando, and others, and against the Will/2000 Trust .

5. Interested Person Bob is a necessary party to this action because:

- a. Bob and Adele acted jointly in their service as SAs, then PR/Trustees, and in their continued defense of the Estate Plan until May 8, 2013.
- b. Bob and Adele jointly filed the Claim which is the subject of the Notice;
- c. Russell's Notice references a "settlement" which, on information and belief, should be declared void because Russell paid \$500,000 which Bob was owed and should retain, to extract more than \$250,000 of benefits for Tommie Rae, himself and others.
- d. With Adele, Bob has pending counterclaims against Forlando and possibly Terry's interest in the Estate, now owned by Forlando.

#### **Background Facts - James Brown**

6. The messy personal life of entertainer James Brown provides a stark contrast to the perfection of his performances, and also to his carefully crafted Estate Plan.

7. As stated by all his acknowledged children and Tommie Rae in Case 4900:

It was James Brown's "often stated and well known desire" to create a charitable trust to benefit students in South Carolina and Georgia. See *Plaintiffs' Memorandum in Opposition to Defendants' Motion to Dismiss*, dtd. 8/27/10, in Case No. 2010-CP-40-4900.

8. And by grandson Forlando in the Forlando Suit:

James Brown recognized the value of education and wished that he had been able to obtain more of an education during his life. James Brown constantly advocated the value of education throughout his lifetime. The [2000] Irrevocable Trust reflects James Brown's wishes to provide those in need with the opportunity to receive an education. See *Complaint*, dtd. January 2, 2008.

9. In addition to the six children Brown acknowledged, he had daughter (1) Lisa with Velma, his first wife; and 3 DNA-proved daughters: (2) LaRhonda; (3) Nicole; and (4) Jeanette.

10. James Curtis and others also claim Brown fathered them.

11. Brown and his third wife Adrienne Rodriguez were devoted, but their relationship was tempestuous, and included drug-fueled public fights. In 1996 when Adrienne died Brown was devastated.

12. In 1996 Brown began working to put in place his dream to leave his entire music empire to the "I Feel Good" private foundation to educate needy students.

13. During this period daughter Deanna – who was helping Brown gather information for his Estate Plan – was instrumental in having Brown committed for addiction issues. Brown was furious.

14. By 1998 Tommie Rae, concealing her marriage, began an on-again, off-again professional and private relationship with Brown.

15. By July 11, 1999, after decades of problems and legal battles with

publishers, family and others Brown's had amassed a \$100<sup>Million or</sup> music empire.

16. On June 11 Brown borrowed \$26 Million from the New York Teachers ("TIAA"), securing the note with his royalties from more than 800 songs.

17. When Brown died in 2006 the TIAA loan had been reduced to about \$15 Million. It was fully paid in 2011.

18. On information and belief, a disgruntled former manager claims Brown was high at the TIAA closing, but 10 New York attorneys and investment bankers working on the deal never questioned Brown's signing for himself or his company, JBE, Inc.

19. Four days later, on June 15, 1999, Brown executed his first Will and Trust to create the "I Feel Good" Foundation.

20. Brown named Deanna one of his PRs and under a POA with Buddy, Cannon and Al ("the Cannon Group") under his POA, not as a trustee.

21. By 2000 Brown had decided to make minor modifications in his Estate Plan and to make the trust which created his "I Feel Good" Foundation irrevocable. The 2000 Trust also expanded scholarships under the "I Feel Good" Foundation to students studying in South Carolina and Georgia. The 1999 "I Feel Good" Trust limited scholarships to U.S.C. Aiken, Voorhees College and U.S. C. Salkehatchie.

22. In early 2000 Brown met with attorney Dewain Herring, Esq. and others and made a voice tape of his intentions, but delayed signing the Estate Plan to re-read it.

23. On August 1, 2000, Brown's signed the Will and 2000 Trust at his Beech Island Mansion with Venisha and Tommie Rae – among others – present.

24. Tommie Rae signed a related document, as "the future Mrs. ...Brown."

25. Both the 1999 and 2000 Estate Plans excluded all of Brown's children,

even the 6 he acknowledged, and all past and future spouses, from the Trust.

26. Brown signed documents to transfer JBE, Inc. to the 2000 Trust, but Buddy failed to complete the paperwork. Brown deeded his home estate to the 2000 Trust.

27. A Memorandum of Trust was filed in Aiken Cty, and Richmond County (Augusta), Georgia.

28. The Cannon Group actively managed the 2000 Trust for seven years.

29. In the summer of 2000, according to Buddy, Tommie Rae and Brown separated. She returned at Thanksgiving, and her child was born in June 2001.

30. Tommie Rae's child, who has refused official DNA testing, and is the only claimed child born after Brown's vasectomy. According to then-physician Rita Udom, Brown was physically unable to father a child at the time.

31. In late 2001 Tommie Rae executed a prenuptial agreement with Brown; concealed her marriage to obtain a license; and conducted a ceremony with Brown.

32. In 2002 Deanna and Yamma sued Brown for \$1 Million over royalties related to 23 songs. They asserted that Brown had omitted them from his Estate Plan.

33. By 2003 Cannon had taken \$5 Million directly from Brown's TIAA proceeds and another \$10 Million from a Morgan Stanley accounts holding TIAA proceeds.

34. In 2003 Buddy discovered that Tommie Rae was married. They separated.

35. In 2003 Buddy wrote Cannon that Tommie Rae said she would provide documents showing her Nevada divorce in six weeks. The documents did not come.

36. In January 2004 Tommie Rae sued in Charleston, S.C. to annul her marriage, although neither she nor her husband ever lived there. He was not personally served.

37. In 2004 Brown sued Tommie Rae to void his ceremony with her.

38. In March 2004 Robert Rosen, Esq. ("Robert"), Tommie Rae's attorney, notified Brown's attorney, that he had filed a \$5 Million suit against Brown.

39. In June 2004 Tommie Rae counterclaimed in Brown's suit and sought separate maintenance and support for her child.

40. In July 2004 Brown asked for DNA testing of Tommie Rae's child.

41. On July 17, 2004 Brown's case against Tommie Rae settled. She agreed never to claim to be Brown's common law spouse. The Order said they were living together. There was no provision for her child.

42. From 2003 until his death Brown refused to marry Tommie Rae. According to Wayne Byrd, Esq. and others Tommie Rae's handwritten notes made after the settlement – subject to 5-year-old Gag Orders – provide valuable support for the Estate/2000 Trust's position that Tommie Rae was not Brown's spouse and knew it.

43. In 2006, using the POA, Deanna and Cannon picked up Brown's Estate Planning file from attorney Allan Fulmer, Esq. Brown's separate estate plans – 4 separate documents – set out Brown's desire to give his entire music empire to educate needy and deserving students. They are briefly described as follows:

a. 1999 Estate Plan - Revocable Trust and Pour over Will, together leaving:

1. Personal/Household effects, LESS Estate Taxes payable on them ("PHE") to Daryl, Terry, Larry, Venisha, Deanna & Yamma;

2. \$285,000 education fund for each of: (G1) Forlando; (G2) Romunzo; (G3) Jason; (G4) Janise (G5) Lindsey; (G6) Sydney; (G7) Carrington;

3. Remainder to The James Brown "I Feel Good" Trust to be used solely for scholarships for needy students at Voorhees, U.S.C. Aiken, and U.S.C. Salkehatchie.

b. 2000 Estate Plan - Irrevocable Trust and Pour-over Will, together leaving:

1. PHE to same 6;
2. \$285,000 education fund to each of same 7 grandchildren;
3. Remainder to "I Feel Good" Trust, solely for scholarships for needy students studying in South Carolina and Georgia.

44. In the summer of 2006, according to Buddy, he, Tommie Rae and Brown had a 3-way phone conversation in which Buddy explained that because they were not married Tommie Rae was a guest at Brown's Home Estate.

45. Tommie Rae and Brown separated in the later summer of 2006.

46. At Thanksgiving 2006 Brown discussed his Estate Plan with some of his children, as he had with all of his acknowledged children in the three preceding years.

47. On Christmas Day 2006 Brown died. Neither Tommie Rae nor any child was with him. His death certificate lists Adrienne as his last spouse.

48. Brown's presumed heirs by State Law and the Federal Copyright Act were:

DNA-Proven Heirs - (1) LaRhonda; (2) Jeanette; (3) Nicole;

Presumed in Official Documents before Death as born of marriages: (4) Terry; (5) Larry; (6) Lisa; (7) Deanna; (8) Yamma.

49. At least five others also claim to be Brown's heirs, but have not been DNA tested, including Deon (incarcerated), Tonya and James Curtis.

50. Only one person - Tommie Rae's son --claims that Brown fathered him after Brown's vasectomy.

51. On information and belief, DNA testing is the appropriate method to prove the status of all claimed-but-unofficial heirs, and costs only about \$300 each.

52. On January 9, 2007 6 of Brown's claimed children and grandsons Forlando and Romunzo hired Louis Levenson, Esq. ("Louis") and agreed to pay Louis 30% of what he could get them from Brown's assets – \$30 Million if he could set aside the two estate plans; exclude other heirs and confirm Tommie Rae was not Brown's spouse.

53. Tommie Rae hired Robert to try to get half of Brown's assets and, on information and belief, agreed to pay him 45% of what he could get – about \$14 Million if he could get an elective share of all of Brown's assets, both in the Estate and Trust.

54. In December 2006 Deanna and Yamma briefly accepted positions with the 2000 Trust offered by Dallas and Cannon, but abandoned the alliance and brought Case 122 to remove the Cannon Group in January 2007.

55. In early 2007 a fake prospectus to raise \$200 Million for the purchase of Brown's music empire (the "Pinnacle Prospectus") was issued by family members naming Yamma and her then-husband Darren Lumar, who is deceased., as principals of Pinnacle.

56. In early 2007 Tommie Rae and Louis's clients asked Jg. Early to appoint Adele Special Administrators (SAs) to manage the Estate.

#### **Bob and Adele's Service**

57. On March 7, 2007 Judge Early declined requests to remove the Cannon Group, but appointed Adele and Bob as non-fiduciary SAs with limited oversight duties.

58. By March 24 Forlando, Romunzo and their father Terry had abandoned Louis and aligned themselves with the Cannon Group.

59. In May 2007 Forlando issued a letter: "My Grandfather's Final Shame" in which he threatened to expose all of the wrongdoing of Louis, the family and the

Cannon Group if a settlement were not reached within 7 days.

60. In June 2007 a proposal for a \$100 Million sale of Brown's music empire; an IPO; and payment of options or a "kickback" to the Cannon Group was proposed.

61. Also in June 2007 Dr. Terry Cox, a branding expert putting together the purchase group which later made 3 offers to buy Brown's assets, valued Brown's assets at \$90 - \$105 Million, with Royalties and Publicity Right at about equal value.

62. Before November 20, 2007, while still SAs, Bob and Adele learned a lot about the operation of Mr. Brown's business from Buddy and Al.

63. Bob and Adele learned that the Trust's and Cannon's record-keeping and tax preparation were a mess, and that Buddy and Cannon had grossly mismanaged the Trust in numerous ways, including Cannon's \$900,000.00 misappropriation in 2006; the disappearance of Hallmark card ad funds in 2007; and the loss of \$7 Million – later to be more than \$13 Million – between 1999 and 2007.

64. On August 10, 2007 Cannon resigned as PR/Trustee after Bob and Adele discovered \$900,000 he had taken in 2006.

65. Bob and Adele's legal training and practices and extensive contact with Buddy and Al, including the investigation into Cannon's misappropriations, prepared them for the tremendous task of managing the troubled James Brown Estate/Trust.

66. Brown's documents contemplated three full-time, non-music-industry trustees to coordinate his vast empire and manage significant litigation. With combined litigation and trust experience, Bob and Adele were fully qualified to serve.

67. Immediately after their November 20<sup>th</sup> appointment, Bob and Adele conducted elections for JBE, Inc., the most significant Brown Entity. They outlined their

Declaratory Judgment case. [Transcript, 1/9/08, pp. 58-60]

84. The Court's decision was delayed by calls from Buddy for Judge Early's recusal, and Terry and Forlando Brown also interfered. The hearing was finally held on February 7, resulting in an Order on February 20.

85. As the Court found in its Order of February 20, 2008 and its subsequent Order of April 1, 2008, the Estate/Trust's financial status was critical on November 20, 2007 and did not improve during the period. The Christie's sale had also become critical because Louis' clients and Tommie Rae had filed challenges to the Will and 2000 Trust in December, requiring vigorous defense.

#### **The Christie's Sale**

86. After the hearing on February 7, the Court issued an Order which allowed the following:

- a. Sale by Christie's of some items, with family having the right to select items to be held back;
- b. Placement of non-sale items of TPP in museums;
- c. Sale of Beech Island, to a museum purchaser if possible. [Order dtd. 2/20/08]

87. Forlando and Terry, Buddy and others interfered with the Christie's sale, even though it was authorized by three Court Orders.

88. According to Forlando's sworn testimony, family members disagreed about a number of things, but agreed to work against the Christie's sale despite Court Orders.

89. The Christie's sale, placement of TPP at museums, and removal of the masters allowed Bob and Adele to reduce the very basic security and maintenance

costs of Beech Island from \$250,000 per year to about \$70,000 per year.

90. According to Forlando, the family had funds to buy at the Christie's sale, but their counsel advised them not to. This is consistent with a call Adele received 2 days before the sale in which Kraig Fox of the Fox/Silliman team advised Adele he had been working with Deanna and Yamma for several months, and offered to loan \$2 Million for 4 months to delay the sale. For half that amount, the family could have bought everything at the sale except the Grammy – which was returned to the S.C. State Museum to avoid additional litigation costs.

91. Under the Order authorizing the Christie's sale, thousands of items were placed at 4 museums for safekeeping because of the challenges to the Will/2000 Trust.

92. The Court's Order dated February 20, 2008 allowed Bob and Adele to seek a purchaser for the Beech Island real estate, with reservation of a site for a future home of the "I Feel Good" Trust if feasible.

93. The Beech Island home was offered to Deanna in 2009, who responded accepting, but Louis then said she would not accept.

**Application for Recognition of the "I Feel Good" Trust  
and Steps to Correct Tax Problems Caused by the Cannon/ Dallas Group.**

94. In his Order dated August 10, 2007, Judge Early directed that Buddy and Al, as remaining PR/Trustees, apply for IRS recognition of the "I Feel Good" Trust within 6 months. [ Order. Dtd. 8/10/07, Para.1(b)].

95. Application for IRS recognition of the "I Feel Good" Trust, a charitable subtrust of the 2000 Trust, should have been made in 2000. It was not. It was a first priority for Bob and Adele after their November 20, 2007 appointment to complete the

application process. The approximately \$83 Million Estate Tax deduction was dependent on this IRS recognition of the "I Feel Good" Trust.

96. One of the components of the application was preparation of a Scholarship Application form to be submitted to the IRS with the Application for Recognition. Bob and Adele asked distinguished educators Dr. Leonard McIntyre (Dean, S. C. State University) and Ms. Inez Tenenbaum (former S. C. State Superintendent of Education) to serve on an Advisory Committee for the "I Feel Good" Trust, and to assist them with the scholarship forms. Both agreed to do so, and did.

97. In November 2007 Bob and Adele encouraged one of Mr. Brown's children named in the Will [Daryl, Terry, Larry, Deanna, Yamma or Venisha] to serve on the Advisory Committee of the "I Feel Good" Trust. None accepted. Bob and Adele worked with the Court-appointed accountant and the Application for Recognition was filed on December 5, 2007.

98. The 2000 Trust was irrevocable. It did, however, give the Trustees a right to amend the 2000 Trust "in any manner required for the sole purpose of ensuring that the Trust qualifies and continues to qualify as an exempt entity in compliance with the Internal Revenue Code, as amended." [Tr., Article VII(b)]. Bob and Adele knew the Cannon Group were seeking an unacceptable \$15 Million commission, and had filed claims to that effect. In order to insure IRS qualification, as provided in Article VII of the 2000 Trust, Bob and Adele adopted a resolution limiting the Trustees' fees, once the "I Feel Good" Trust is funded, to ½% per year.

99. IRS approval of the "I Feel Good" Trust was granted.

## **Protection of Publicity Rights and Royalties**

100. In May of 2007 Cox was solicited by the Cannon Group and Forlando to make a proposal to enhance the Brown's Publicity Rights. Buddy, however, directed him to look for a sale.

101. In his June, 2007 report Cox valued the James Brown assets at:

- a. Image/Likeness value: \$40-50 MM
- b. Property: \$10 - 15 MM
- c. Music Catalogue: \$36-45 MM

102. Toby Byron, who had worked with Buddy and Al on a Shout! Factory project for the Estate/Trust completed November 1, 2007 (and had been fully paid) also spoke under oath on November 20, 2007 of the importance of marketing and other aspects of the James Brown brand. [Trans., 11/20/07, pp. 435-443, ]

103. On November 20, 2007 there was a question as to whether Mr. Brown's management contract with Intrigue Music Management International ("Intrigue"), which was headed by Frank Copidas (Copidas), was still in effect.

104. During December 2007 and January, 2008, Bob and Adele began working on marketing the Publicity Rights, but were faced with (disputed) claims by the Cannon Group and their associates to a large percentage of any deal. These claims would have been in addition to the legitimate fees and costs of a Publicity Rights manager. Their claims (all disputed) included, but were not limited to, the following:  
Intrigue/Copidas: 15 %; Cannon: 5%; Buddy: 5%; Al: 5%; Byron 5-10%. Bob and Adele determined that clarifying the Cannon Group's relationships, and terminating unproductive relationships, was critical to the stability of the Estate/Trust and the

marketing of Publicity Rights.

105. In December 2007 Bob and Adele attempted to negotiate a 1-year short-term arrangement with Copsidas/Intrigue, without prejudice to the various claims between the Estate/2000 Trust and Intrigue. An agreement could not be reached.

106. In December 2007 Bob and Adele also made contact with Royalty agencies and various other music-related contacts and with Global Gaming (GG), with which a contract had been finalized in February, 2007. [The Cannon Group and Copsidas claimed 30 % of GG funds, but Bob and Adele disputed their claims.]

107. Beginning on January 2, 2008 when he filed the Forlando Suit, Forlando tried to interfere with and damage the Estate/2000 Trust by an injunction against any action by the Trust until the Cannon Group was reinstated.

#### **The Corbis/Greenlight Agreement**

108. In December 2008 Illinois counsel for the Estate/Trust arranged a settlement conference in New York for January 19, 2009 in the CORBIS matter. [This Illinois litigation relates to a publicity rights issue which attracted Mr. Brown's attention in 2000. Mr. Brown brought suit, through attorneys Jay Ross and Art Gold, in 2002.] Bob and Adele invited Bauknight and the settling parties. None attended. Robert said he was coming, then did not arrive.

109. After negotiations, on March 23, 2009, after 7 years of Mr. Brown's efforts, and 2 years since his death, Bob and Adele reached a favorable settlement which incorporated a 2-year agreement related to the management of Mr. Brown's Publicity Rights – just what the Estate/2000 Trust needed during what was then known would be

## **Engaging Entertainment & Exempt Organization Counsel and Other Counsel**

114. Bob and Adele wanted high quality entertainment counsel to work with high-quality exempt organization counsel to help address these important issues:

- a. Is it in the best interest of the Estate/Trust to sell the James Brown assets, possibly maintaining a "Legacy royalty" as had been suggested by Buddy and others, or maintain and manage them long term?
- b. Which assets are appropriate to retain perpetually within a private foundation, and which assets, if retained, would violate tax and other rules and regulations applicable to Mr. Brown's private charitable foundation?
- c. Which assets that are legally prohibited for the "I Feel Good" Trust could be placed in the Grandchildren's Trust?
- d. For those assets which are desirable to hold but must be divested, how to delay divesting?
- e. How to involve the family both with a permanent Brown Family seat on the board and possible family ownership of Beech Island and Household effects without running afoul of prohibited transaction rules?
- f. Other succession issues.

115. Well-regarded Charitable Organizations counsel Alan Rothschild, Esq. agreed to work with Bob and Adele.

116. To obtain entertainment counsel Bob and Adele contacted Bertis Downs who was both a professor at the U Ga. Law School and works with R.E.M. He suggested Nashville attorney and former Warner Music Group executive Ray Gonzalez. Bob and Adele interviewed both a very competent attorney in New York and Ray, and selected Ray. They later designated Ray as a successor PR/Trustee. On or about May 23, 2011, one of Russell's NP attorneys directed Ray to return his file and to direct Bob and Adele to destroy their copy of NP's request for the file, which Ray provided. They declined because it might be required under pending discovery in Case 4900.

**Preventing Forlando's Attempt to Enjoin the 2000 Trust  
& Return the Cannon Group as Trustees**

126. On information and belief, the Forlando Suit is a good example of the most troublesome aspect of the Brown litigation – the false and misleading statements both by parties and their counsel, officers of the Court. It is doubly troublesome that Terry and Forlando, along with Deanna and Yamma, wasted the Court's time and the Estate and 2000 Trust's funds to come full circle, i.e., reunite with Cannon and Buddy to destroy James Brown's Estate Plan.

127. Atlanta Law Firm Powell Goldstein (PG) represented the Cannon Group, as Trustees, in the summer of 2007 just before Bob and Adele discovered the \$900,000.00 taking. Cannon and Buddy were trying to remove the 2000 Trust from South Carolina and the inevitable discoveries which Judge Early's access Order allowed. [Affidavit. S. Jackson] [PG then became counsel for Forlando; then Terry and TJBL; then Russell.]

128. PG secretly worked with Hammond, Cannon and Buddy in June when the \$100 Million joint venture/Sale/IPO with Forlando was being proposed and Cannon and Buddy were demanding a kickback or option. [Cox Proposal 6/01]

129. In September 2007 PG sent the Estate a \$48,225 bill for its work. In November Cannon lied to Jg. Early, saying PG was never hired.

130. In November the Cannon/Buddy attempts to move the 2000 Trust out of the state, to Georgia, and other secret wrongdoing, came to light. Following Cannon's resignation on August 10, 2007, Buddy and AI resigned on November 20, 2007.

131. On November 20, 2007 after the resignation of Buddy and AI, Buddy and

Terry Cox, under oath spoke of Cox's "very significant offer" [Trans., 11/20/07, p. 426], but concealed Cannon, Buddy's and Forlando's financial involvement.

132. Cox, under oath, said that including a kickback or option for Buddy and Cannon was a "mistake." [Transc. 11/20/07, pp. 448]

133. On December 5, 2007 Forlando and Cox officially became joint venturers in TJBL. By March 2008 PG was TJBL's and Terry's lawyer and additional offers were made in February and March.

134. On December 10, Forlando called Adele to talk about his tuition education payments under the Grandchildren's Trust. Adele told him they hoped to have funds as soon as the TPP sale was approved, and Adele offered to speak to the financial aid person at his college.

135. On December 10 or 11 , 2007 David Bell called Adele and directed her not to talk to Forlando. Adele requested that Bell advise Forlando of his mandate so that Forlando, who had called her various times, would know the non-communication was not her idea.

136. By about December 18, David Bell was given notice that Bob and Adele withdrew the Dallas/Bradley motion to declare JBE, Inc., an asset of the Estate; he had also received their request in the Declaratory Judgment action that the court declare there was no probable cause to contest the Will or 2000 Trust.

137. As knowledge is defined in the Trust Code, David Bell, Forlando and Terry clearly had knowledge before December 31, 2007 that:

- a. Bob and Adele were not pawns of Deanna and Yamma Brown.
- b. Buddy and Al, not Bob and Adele, filed the motion to declare JBE, Inc., an

asset of the Estate -- and Bob and Adele had withdrawn it.

- c. Bob and Adele fully supported the Trust and the Will.
- d. Cannon had misappropriated \$900,000.00 from the Trust; had resigned; and was unfit to serve as Trustee or PR.

138. Despite this, on December 31, 2007 Forlando, with knowledge of the falsity, verified a Complaint (and later verified others) sought to enjoin the 2000 Trust from taking any action. He falsely accusing Bob and Adele of things he knew to be false, including having, for personal gain, wrested the 2000 Trust from Cannon, Buddy and Al. Forlando also accused Judge Early of impropriety, and sought to enjoin the 2000 Trust from taking any action until the Cannon Group was reinstated.

139. Concealing his financial relationship with Cox, Cannon and Buddy, Forlando represented himself to be an impoverished student who only wanted to enforce the 2000 Trust.

140. Although wholly frivolous, Forlando's lawsuit had to be taken seriously, including the conduct of a 2-day hearing on the injunction, which was not granted. The expense of defending the frivolous lawsuit caused Bob and Adele to lose their professional malpractice insurance coverage. [The 2010 suit by Russell and Forlando's father Terry, Case 4900, caused their insurance to be cancelled again, and required Bob and Adele to defend lawsuits over coverage with Cincinnati.]

141. Among the many troublesome aspects of the Forlando Federal Suit was a false affidavit prepared, signed and filed by David Bell in which Bell falsely told the Federal Court that he had relied on representations by Bob and Adele in advising Forlando to sign a Stipulation, presented to the state court on September 24, 2007, that

JBE, Inc., was an asset of the Estate. Bell had not talked to Bob and Adele about this, and could not possibly have relied on them, as their affidavits – and the facts – confirmed.

142. After the settlement, both Bell and Louis directly and indirectly threatened Bob and Adele with ethics claims or Rule 11 problems if they did not resign. On information and belief, Louis's threat to Bob was the day of the first hearing on the Settlement. Bell later wrote Bob threatening a judicial grievance if Bob did not resign.

143. In addition, Bell and PG attached what was represented to be a copy of the 2000 Trust to the Forlando Suit complaint. The copy contained the Post-death, Second Schedule B which Buddy had created in January 2007 to make it appear that James Brown had himself transferred assets to the 2000 Trust during his lifetime.

144. As a result of the false and scurrilous accusations of the Forlando Suit, the first time either Bob or Adele had had to call on their legal negligence carrier to defend them in their combined 60 years of practice, both of their professional liability policies were cancelled – Adele's at the end of 2008.

145. David Bell also assisted his clients in filing 6 grievances against Louis in two states. While Bob and Adele have been troubled by some of Louis's actions, they felt that the grievances filed by Bell, like the Forlando Suit brought against the 2000 Trust and them, were not merited and were brought for an improper purpose.

146. Approximately \$400,000 had been spent by 2009 in the defense of the Trust in the Forlando Suit. The premium for Adele's insurance for 2009, obtained after the cancellation, was more than 4 times that of the previous year. Bob also had trouble obtaining coverage.

147. On information and belief, this Court should direct that the attorneys' fees and costs of the frivolous Forlando suit be paid by the Estate/Trust, but recovered by the Estate/Trust from the share of Forlando in the Trust and Terry in the Estate, which is now owned by Forlando.

148. The unchecked false and misleading statements and filings of Buddy, Bell and others made Bob's and Adele's task of preserving and protecting the Estate and 2000 Trust and defending the Estate Plan of James Brown more difficult.

149. While Bob and Adele did not seek revocation of Mr. Bell's *pro hac vice* status in Case 122, his false affidavit and other false representations he made to the Court compelled them to support it. The Court did not revoke his *pro hac vice* status despite earlier warnings.

150. Bell participated for months in *Wilson v. Dallas* without even seeking admission – representing at the same time a supporter and an opponent of the settlement.

#### **The Effect of Service as PR/Trustees on Bob's and Adele's Careers**

151. In February 2007, when asked by Alan Medlin (Adele) and counsel for the then-PRs (Bob) to consider appointment as SAs, both of them had very active careers.

152. At Bob's and Adele's first meeting with the Cannon Group on March 26, 2007 Cannon was red-faced, literally banging his fist on the table and accusing them of being spies for the enemy. Bob and Adele told him they understood his concern, but were just doing their job.

153. On November 20, 2007 that job changed dramatically, and without

warning.

154. In 2007 Bob and Adele both reduced their practices to meet the ever-increasing demands. As before, they had a job to do.

155. From November 2007 Adele was spending more than 80% of her working time on James Brown matters and had to turn away many requests for her service. In November 2008, well into a year in which she would spend at least 2,300 hours on being a Brown PR/Trustee, Adele decided to close her Columbia practice. Bob, having turned away numerous matters over 2½ years, was required to rebuild his practice in 2009. Adele has dedicated thousands of hours since May 26, 2009 to the task of honoring James Brown's Estate Plan and defending herself against the frivolous claims of Kevin Jones, Forlando, Russell and others. Both have borrowed money and/or dipped into savings to properly perform their duty and keep their offices functioning.

156. Both Bob and Adele are sole practitioners. Bob's staff of 1½ and Adele's formerly much larger staff devoted much of their time for 2½ years to Brown matters.

157. On information and belief, from November 20, 2007 Bob and Adele served the Estate, Estate Plan and 2000 Trust – and the backup 1999 Estate Plan – as it should have been served by:

- a. Protecting and enhancing the assets, especially the Royalties and Publicity Rights during their active service, and leaving Russell alone to try to do the same after May 26, 2009.
- b. Defending the Estate Plan of James Brown not only during their active service but until the *Wilson v. Dallas* final decision on May 8, 2013.
- c. Developing a Succession Plan which should help prevent loss of millions to persons James Brown did not intend to have his assets.

### **The August 10, 2008 Settlement and Bob's and Adele's Duty to Appeal**

158. Cannon's violations of the criminal law and the Cannon/Dallas/Bradley breach of their fiduciary duty to James Brown were apparently undiscovered until shortly before or after Brown's death. They include Cannon's unreported \$4.9 Million taking from the TIAA Funds in 1999; the \$900,000 taking from the 2000 Trust in 2006; and the after death filing in Aiken County of a \$700,000 judgment in favor of Cannon against Brown which he secretly obtained by paying \$41,000 in 2002. They also include Cannon's 2008 forgery to cover up some of his takings.

159. The Cannon/Buddy relationship with Brown's family/beneficiaries was mixed. Deanna held a power of attorney with Cannon and Buddy until Brown's death. Deanna and Yamma became, after Brown's death, Trustee and Executive Assistant to the Trust board, respectively.

160. In early 2007 the Deanna/Yamma group (then all 6 acknowledged children) split from Cannon and Buddy because, according to Forlando, Cannon and Buddy would not give them enough control. Then Forlando and Terry split from the Deanna/Yamma group.

161. Forlando and Terry have asserted that Bob and Adele were appointed SAs in March 2007 to get rid of Cannon and Buddy so the Deanna/Yamma Group could take the James Brown assets for themselves.

162. The Deanna/Yamma Group engaged Bob and Adele – and this Court – for 8 months with hundreds of hours of complaints about the unconscionable 15% commissions from the Estate/Trust the Cannon Group wanted. Then on December 26, 2007 they filed suit in state court to get it all for themselves.

163. Terry has now re-joined the Deanna/Yamma Group. He and his son Forlano and Russell have all been represented by PG.

164. PG refuses to make a public release of its file for the period when the Cannon Group was seeking a kickback or options in the IPO, even though the Cannon Group all consented at the August 10 hearing for that release to be part of the August 10, 2007 Order.

165. Having reunited, and aided by Russell, Cannon/Buddy and Mr. Brown's family are happy to take Brown's funds for themselves and accuse Bob and Adele of impropriety for defending Mr. Brown's wishes.

166. Bob and Adele have been since 2008, and remain, the only persons protecting the interest of James Brown's Estate Plan, including:

- a. Brown's In Terrorem clauses of the Will and Trust.
- b. Brown's Spendthrift Clause of the Trust.
- c. Brown's desire to dedicate most of his estate to the private education trusts.

167. Bob and Adele have made it clear to the AG and others since November 20, 2007 that they intend only to complete their duty and provide for proper succession.

168. After considerable research Bob and Adele concluded that their duties required them to appeal the McMaster settlement, which they did at substantial personal cost.

169. The *Wilson v. Dallas* appeal increased the likelihood of retaining the \$50+ Million for needy students Russell proposed to remove from the "I Feel Good" Trust; it had a positive outcome for the Estate/Trust; and it was reasonable and in good faith. The outcome provides additional support for the reasonableness of Bob's and Adele's

requested full commissions for the six years they have worked to save the "I Feel Good" Foundation; demonstrates that Russell must seek payment from others he serves; and confirms again that Buddy and Cannon are not entitled to any commissions.

### **Russell, Case 4900 and the Attorney General's Office**

170. Since 2007 Bob and Adele have made every reasonable effort to cooperate with the Office of the AG, including Adele's contacting and meeting with AG Wilson after the first *Wilson v. Dallas* decision to discuss how important to private property and private philanthropy in South Carolina she believes the *Wilson v. Dallas* decision was.

171. On information and belief, AG Wilson's statement in 2013 to the Supreme Court that he wants to get out of Case 4900 and that AG McMaster gave his nod to Case 4900 only because the statute of limitations was running and someone – not yet known – advised him that he would breach his fiduciary duty if he did not sue Bob and Adele, suggests the State no longer desires to be involved in the false accusations being made, including that Bob and Adele committed a federal felony.

172. On information and belief, an SA/ST working on behalf of James Brown's Will and 2000 Trust will sort out the damage Russell caused by asserting, without basis, in 4900 that he was acting "on behalf of" the Attorney General of South Carolina," and protecting the public interest of S.C. citizens while also speaking for the Brown's Estate, the 2000 Trust, the Legacy Trust, Tommie Rae, three minors, an incarcerated adult and others, all through a single, private law firm .

173. On information and belief, the mess in which the Estate/2000 Trust now

finds itself in Case 4900 – including seeking relief from default -- could be easily remedied by an SA/ST protecting the Will and Trust of James Brown . Russell has too many others he is obligated to protect – especially himself, Tommie Rae and Terry/Forlando – whose interest is not aligned with the Estate/2000 Trust.

174. Among the Case 4900 problems are the pending Wingate/Russell Motions to Strike Offers of Compromise which charged the minor beneficiaries of the 2000 Trust nothing and offered to help restore their \$285,000 Trust funds. Wingate and Russell rejected and moved to strike many offers, on information and belief, without even notifying the minors or persons to whom the offers were made, and while refusing to appoint a GAL for the minors or for incarcerated Venisha..

175. In Case 4900 Russell has, among other things, also told the Richland County Court that:

a. Judge Early's finding in the April 8, 2008 Order that Bob's and Adele's appointment was legal and appropriate and that their service "in light of emerging facts related to the former PR/Trustees is outstanding" was dicta; and

b. The situs of the 2000 Trust and the Legacy Trust were moved to Richland County by Russell on May 26, 2009.

176. On information and belief, Russell's speaking for 12 different people in Case 4900 cannot be aligned with the interest of the Will/2000 Trust of James Brown.

177. On information and belief, proper handling of Case 4900 by an SA/SA protecting the Will/2000 Trust – and with only about 4 depositions needed for dispositive motions and trial – will be both just and efficient.

### **Pursuing the Cannon Appeal**

178. By November 15, 2007, the criminal investigation in relation to Cannon's income – which came from Brown – was known. And his \$900,000 2006 taking from the Trust had been known for months.

179. When Cannon was held in contempt by the Court, and appealed, Bob and Adele were not concerned with the sentence. They were concerned with the destabilizing effect of his challenges to the Court's (Judge Early's) authority to act, and whether the year spent uncovering the Cannon/Buddy actions which led to their resignations would have to be repeated.

180. Bob and Adele urged the Assistant AG Jones to work with them on the Cannon Appeal to prevent the return of Cannon and Dallas. The AG refused.

181. The AG and all parties except M&T Bank, Bob and Adele acquiesced in Cannon's appeal position that Judge Early had no jurisdiction over the year-long Trust hearing.

182. The AG did not file a brief or attend the Cannon oral arguments.

183. During the period of his appeal, Cannon repeatedly violated Judge Early's Orders in connection with Geronimo Music Management, LLC (Geronimo), a company owned at least 51% by the 2000 Trust which is the publisher for some of Mr. Brown's songs. Buddy also violated the Orders.

184. Cannon and Buddy continue to be in direct violation of the August 10, 2007 Order by refusing, as ordered, to turn over the PG Estate/Trust Files for inspection by all Interested Persons.

185. Russell has recovered nothing from Cannon in 4 years – not even the

in getting the sale documents correct, the sale finally closed. The purchasers made only 2 payments. Beginning in August of 2008 they refused to make any further payments based on the settlement. On information and belief, Russell has collected no payments since the *Wilson v. Dallas* decision.

### **The March 2009 Offer of Compromise**

199. By January 30, 2009 it appeared that the Settlement was gaining substantial momentum. On that day Bauknight, Tommie Rae and others asked the court to approve the settlement which now included the unprecedented offering of millions of dollars more, to be taken from James Brown's assets, to pay Terry to abandon his firm, and sworn, assertion that both the 2000 Trust and 2000 Will were valid; carried out the wishes of James Brown; and had been affirmed by James Brown.[See Ltrs. of S. Jones, D. Bell, dtd. 1/30/09.]

200. On that same day, with Russell having no knowledge of the value of Brown's assets, said he had "heard" about \$80 Million, while Tommie Rae, as soon as a family member acquired ROFR to buy the music empire, began to suggest that the at-death value of Brown's Gross Estate for Federal Tax purposes might have been less than \$100 Million. [Two years later Russell told the IRS the music empire was worth less than \$4.7 Million.]

201. From November 2007 to January 2009 the Estate and Trust had been threatened by the \$15+ Million claims of the Cannon Group. It was now faced with a \$50+ Million threat, and possibly a sale to family at a new, deflated value – causing even greater loss.

and others virtually everything they asked for provided the Supreme Court approved.

205. Russell, Tommie Rae and Terry did not even respond. Instead, the filed suit on May 19, 2010, seeking tens of millions of dollars of claimed loss from Bob and Adele to a music empire they now say was worth less than \$4.7 Million when Brown died; for conducting the *Wilson v. Dallas* appeal; and for not accepting a \$100 Million offer which, in 2011 Russell told the Supreme Court was never made.

**Bob and Adele Provide Assistance with the Transition of Management of the Estate/Trust Pending Appeal**

206. On August 12, 2008, one of Tommie Rae's lawyers notified Bob and Adele to "stand down" and quit managing the Estate because a "settlement" had been reached. [Ltr. Rosen and email to Judge Early dtd 8/12/08.] This was followed by a letter announcing a "settlement" reached on August 10 after a secret mediation to which Bob and Adele were not invited and of which they we were not informed. [Ltr Jones dtd 8/12/08.]

207. Tommie Rae's "stand down" directions exhibited how little Tommie Rae and others understood of the complex workings of the Estate/2000 Trust; the James Brown musical empire and the more-than 20 pending cases in which Bob and Adele were involved as PR/Trustees and on behalf of JBE, Inc.

208. Bob and Adele faced an Estate Tax Return for an approximately \$100 Million Estate due – with no further extensions permissible – on September 25, 2008, and depositions scheduled in the Forlando Federal Suit in September, with a 2-day hearing scheduled for November 18 on Forlando's attempt to paralyze the 2000 Trust

without any transition. They made every effort to be sure there was a smooth transition of management to Russell after May 26, 2009, without prejudice to their strongly-held position that Russell improperly recommended the Settlement and had – and still has – an irreconcilable conflict which renders him unable to serve as PR/Trustee while serving Tommie Rae and Terry/Forlando.

216. In June Russell bragged that 10 NP lawyers were working for him. Some sent rude letters. All refused Bob's and Adele's repeated offers to meet weekly with them for as long as helpful with the transition. By 2013 Russell had more than 20 lawyers – many spending considerable time protecting Tommie Rae; trying to keep the Settlement in place; and trying to destroy Bob and Adele.

**The Duty to Defend James Brown's Right to Control Succession in His Estate, Grandchildren's Trust and The "I Feel Good" Trust"**

217. On information and belief, the joint affidavit of Bob and Adele dated August 19, 2008, with all Exhibits, in Cases 872 and 122, incorporated herein by reference, outlines how the Cannon Group left hastily under threat of removal and without appointing successors.

218. On information and belief, it was Bob's and Adele's duty to defend James Brown's Succession Plan for the fiduciaries of his Estate, the Grandchildren's Trust and the "I Feel Good" Trust and they correctly challenged the notion proffered by Tommie Rae and others that the "I Feel Good" Trust was "the Attorney General's money" and that the Attorney General had the right to take Brown's private estate, private trust and a private charitable foundation; change their terms and succession plan; and place

them under his personal control. On information and belief, the *Wilson v. Dallas* decision now gives this Court the right and obligation to reestablish Brown's Estate Plan and appoint 3 unconflicted fiduciaries who will vigorously defend the Will and 2000 Trust according to their terms.

219. Seven years before his death James Brown established a Succession Plan in his Will and the 2000 Trust. Bob and Adele properly continued to defend that succession plan and the Estate Plan for 4 years after their removal, providing an extremely beneficial result.

220. On information and belief, in clear defiance of the *Wilson v. Dallas* mandate, Russell sought and may have obtained *ex parte* orders appointing him SA/ST without notice or hearing not for the proper purpose of emergency protection of assets – but to continue his plan, with Tommie Rae and others to dismantle the Estate Plan.

221. On information and belief, the *ex parte* appointments of Russell should be declared void; the Notice of Disallowance should be declared void; Bob's "settlement" voided; and all relief requested by Bob and Adele in their Claim and related cases be granted, including under the January 8 Order, with interest continuing as stated, and at 8 3/4% compounded annually since 2009, until paid, and all attorneys' fees and costs requested.

**For A Second Cause of Action**  
**(Removal and Accounting of Bauknight; Appointment of SA/ST for Litigation on behalf of Will/2000 Trust & SA/ST for Management under Will/200 Trust)**

222. Plaintiff restates and incorporated Paragraphs 1 through 221 as fully as if set out herein.

223. Russell's breaches of duty, disloyalty to the Estate/2000 Trust and loyalty to Tommie Rae, Terry and the Legacy Trust compel his removal and the appointment of SA/STs to preserve and defend the assets in accordance with the Will and 2000 Trust.

224. The damage Russell has cause in Richland County compel that it be now.

225. Just some of Russell's actions which make this critical are described below.

#### **Russell's Less-than \$4.7 Million Value of Brown's Music Empire**

226. On October 12, 2007 the Cox Group made a \$90 - \$100 Million offer (letter of itent) to buy Brown's assets under the name of TJBL – an entity to be formed. Buddy later testified the offer was left on Jg. Early's desk the day Buddy resigned.

227. On November 14, 2007 Bob and Adele moved the Court to allow the Royalties and Publicity Rights (Image and Persona) to be valued on the Estate Tax Return under the following formula:

12 - 14 TIMES (1 Yr. Royalties PLUS ½ Yr. Gross Road Revenues ) =  
Value of Royalties, Publicity Rights

228. On November 15 the I&A filed by Buddy and Al properly valued Brown's assets at about \$100 Million less the TIAA debt, approximately \$15 Million, based on the offer.

229. On November 15, Jg. Early asked AG McMaster and all others others to let him know within 10 days if they objected to the valuation proposed by Adele and Bob as SAs. None did so.

230. On November 20, 2007 Buddy told Jg. Early he was expecting additional offers by the end of 2007.

231. On December 6, 2007 AG McMaster's Sr. Assistant ("Sonny") inquired about the \$100 Million offer and expressed fear it would disappear if not accepted. But in September 2008 Forlano – part of the purchase group – confirmed that offers of \$150 Million were still available.

232. On May 6, 2011, to the extreme detriment of the Estate/2000 Trust, Russell filed documents in the Probate Court – under oath – asserting that the at-death value of Brown's worldwide music empire and claims against the Cannon Group was less than \$4.7 Million.

233. On information and belief, Russell earlier, and falsely, represented to the IRS that Bob and Adele had committed the federal crime of overstating Brown's assets by \$79 Million – more than 15 times their real value – for the improper purpose of obtaining a \$5 Million dollar commission.

#### **Russell Claims Tommie Rae's Elective Share a "Slam Dunk"**

234. In early 2008 and thereafter Bob and Adele moved to protect the Estate/2000 Trust by dismissing or obtaining Summary Judgment ("SJ") as to Tommie Rae's challenges to the Will and 2000 Trust and other claims to entitlement on the following grounds;

- a. Her "spousal" claims (Elective Share & Omitted Spouse) were not timely filed because they were filed in the wrong Court; failed to comply with legal requirements, including a summons and were otherwise defective;
- b. She was not Brown's spouse;
- c. Before entering the void ceremony she had waived any claim to Brown's assets;
- d. After the void ceremony and Brown's discovery of her marriage, Tommie Rae agreed never to claim to be Brown's common law spouse.

235. On September 15, 2008, just after the Lukich decision, Bob and Adele supplemented their Motion to Dismiss all "spousal" claims of Tommie Rae. These motions have not been heard. On November 1, 2011, Russell's counsel told the Supreme Court Tommie Rae's Elective Share claim was a "slam dunk." On information and belief, an SA/ST is needed to free the Estate/2000 Trust from statements Russell made under the void appointment; hold Tommie Rae's baseless claim to 1/3 of the \$5 Million she claims was the value of Brown's assets at death LESS costs of administration; then defeat the claim because she was not Brown's spouse; was intentionally omitted; is not an heir; and has waived all rights.

#### **Russell's Actions In Case 4900 and Refusal to Get GALs**

236. Since 2007, Bob and Adele have protected the \$285,000 share of the 7 had grandchildren for whom Brown provided a trust under the 2000 Trust while Russell and with their own parents sought to destroy them. Russell and Wingate made the already-damaged minors among them Plaintiffs against Adele and Bob in Case 4900, but have refused for 3 years to appoint a Guardian ad Litem ("GAL") for them. In 2012 Russell and Wingate filed a Motion to Strike Adele's beneficial Offers of Compromise to the minors which, on information and belief, neither he nor Wingate presented to them before the motion. On information and belief, and SA/ST servng under the Will and 2000 Trust is essential to undo this damage in Case 4900.

#### **Russell's Knowledge of Terry/forlando's Fraud on the Courts**

237. Forlando, the "family" face of Buddy and Cannon, continues in 2013 his deception of the Federal and State Courts begun when he filed a known-false

stipulation in September 2007; hired Buddy's PG lawyers in September 2007 to investigate Bob and Adele; and filed his egregious, verified false lawsuit on January 2, 2008.

238. On November 19 and 20, 2008, Jg. Bertelsman held 2 days of hearings in the Forlando Case on Forlando's request for a temporary injunction to prevent the 2000 Trust from taking any action until the Cannon Group Trustees were returned.

Forlando's position was that:

- a. Jg. Early had acted illegally;
- b. Bob and Adele were pawns of the "family" who mismanaged the Trust; and
- c. Jg. Early illegally appointed them, so the Trust must be enjoined from any action until the Cannon Group was reinstated.

239. Forlando, through PG, Bell and others, has consistently lied to and deceived the Federal Court in the following, and other, particulars:

- a. By attaching the fabricated Buddy second Schedule B to his verified complaint, asserting it was a true copy of the Trust, removing it only after Bell's *pro hac vice* status was challenged in State Court;
- b. By Forlando's asserting to the Federal Court that he was not a party to any State Court proceeding, even though he was – and is – a Plaintiff in Case 122;
- c. By Bell's filing a false affidavit saying he [Bell] relied on representations of Bob and Adele when he advised Forlando to sign a September 2007 Stipulation in Case 122.
- d. By Forlando's assertion to the Federal Court that he was an impoverished student seeking only to carry out his Grandfather's Estate Plan, when he had actually been awarded 39% of TJBL to bring the fabricated Federal Suit.

240. After January 30, 2009 Forlando and Terry, both through Bell and PG, began taking opposite sides at the same time in different courts with the same counsel:

- a. Russell's hiring of Forlando/Buddy's lawyers, PG, for "tax advice" related to the settlement, and its relationship to the less-than \$4.7 Million value;
- b. "Confidential" payments Russell advised the Court on May 29 that he has made to counsel for former fiduciaries;
- c. The preparation by Bauknight's NP lawyers of the Modification by Terry of the Legacy Trust, made at the same time of the assignment to Forlando and secreted from the Supreme Court and the Federal Court for 2 years.

252. On information and belief, an ST is needed in the Forlando Suit to protect the 2000 Trust both from Forlando and Russell.

#### **Russell's Estate Tax Return Needs to Be Corrected**

253. On September 25, 2008 court-appointed CPA William Sellars filed the Estate Tax Return for the Estate of James Brown, showing all assets at just under \$85 Million (Approximately \$100 Million less the TIAA Debt.).

254. Bill Sellars and his partner Mary Jo Cole ("Sellars & Cole") served the Estate/2000 Trust faithfully between August 10, 2007 and May 26, 2009, and were properly paid.

255. On May 6, 2011 Russell – while acting under Color of State Authority, which he did not have – began to accuse Bob and Adele of the Federal Crime of overstating Brown's music empire by \$79 Million for the improper purpose of obtaining a \$5 Million commission.

256. Russell, on information and belief, made this same false allegation to the IRS months earlier.

257. On information and belief, the allegation was made with the intention of – and did – severely damage Bob's and Adele's careers.

258. In 2012 Adele was engaged by a \$40+ Million upstate private foundation to

conduct a multi-year self study as it transitions to a new generation of trustees.

259. In connection with her proposed engagement, Adele disclosed, as was prudent:

- a. That she had no professional liability insurance because it had been cancelled when Russell, Tommie Rae and others filed Case 4900;
- b. That she had been accused by someone purporting to speak for the State of impropriety in the very area in which she was being engaged, including of making knowing false statement to the IRS; and
- c. At the time she had no idea of the outcome of *Wilson v. Dallas*; had been sued for conducting the appeal and other alleged wrongdoing; but believed the decision was important for the future of private philanthropy in South Carolina.

260. On information and belief, the Trustees would not have hired Adele had they not known from earlier direct dealings with her that the allegations were inconsistent with what they had observed.

261. The shadow cast by these false allegations has rendered Adele unable to accept engagements as an expert, for mediations and consultations, and for other collaborations which should be the heart of her career at this stage.

262. But Russell's action damages the Estate/2000 Trust as well, and needs to be corrected.

263. Russell's lawyers have told the media the "appraisal" that supports this outrageous claim is "under lock and key"

264. On information and belief, it needs to be unlocked; corrected; and thrown away.

#### **The Estate/2000 Trust Need to Be Out of the FOIA Suits**

265. In August 2011 Adele filed a FOIA suit to get the Wingate Litigation

Retention Agreement and the Legacy Trust document, among others.

266. By September 2011, Russell had engaged L&B to fight FOIA release of the Legacy Trust, even though he had sued Bob and Adele in the name of the Legacy Trust and it was created by a public official.

267. On December 9, 2011, Russell and Terry sought sanctions against Adele in a FOIA case in which they are still attempting to intervene. Both concealed that Terry had no interest in the Estate/2000 Trust for almost a year.

268. On January 9, 2012, Russell/Legacy Trust moved to strike 6 affidavits in support of the importance of FOIA compliance.

269. On January 11, 2012 3 attorneys traveled to Newberry to appear for Russell/the Legacy Trust to try to delay FOIA compliance in two cases by consolidating them with Case 4900. [Argument Gende, 1/11/12, 2011-CP-36-00379, p.42.]:

270. By May 2013, Russell, Terry and Tommie Rae, through Wingate, had taken the following action:

1. Had the Newberry FOIA suit to obtain the Wingate Contract, transferred to Richland and consolidated with Case 4900, even though AG Wilson said he was ready and more than willing to release it in 2011, delaying release of a document. *Wilson v. Dallas* requires this Court to review for almost 2 years;
2. Sought to enter that FOIA suit and obtain sanctions against Adele;
3. Sought, on behalf of the Legacy Trust, to keep a copy of the Trust secret, even though the Trust had sued Bob and Adele;
4. Were fighting to keep the less-than \$4.7 Million claimed valuation documents from being disclosed even though they were the basis for federal criminal allegations against Bob and Adele.

268. On information and belief, an SA/ST who will defend the Estate Plan – not Russell, Wingate and Tommie Rae – is needed.

### **Bob's Case 4900 "Settlement" and Other Possible Disgorgement**

269. On information and belief, *Wilson v. Dallas* requires that either:

- a. Bob's Case 4900 settlement be declared void; or
- b. Tommie Rae, Terry and others disgorge and return 52 ½% of the \$500,000 to the Estate.

269. On information and belief, judicial economy will be served and the *Wilson v. Dallas* mandate honored if the "settlement" is declared void; Bob simply retains the \$500,000, which is a little less than he was owed under the January 8 Order; Bob is free to make his full commission request in this case which Russell has forced to be filed by his improvident Notice; and the Supreme Court be advised in any future proceeding that – but for the voided "settlement" – Bob would have joined Adele in the Motion for Reconsideration filed after the first *Wilson v. Dallas* decision.

270. It was unconscionable – at best – for Russell to withhold \$500,000 Bob had been due for three years to put him in the desperate financial position.

271. On information and belief, Russell – at the same time– threatened to use the mighty resources of State and the James Brown music empire against Adele, promising to be able to outlast her if she did not settle Case 4900. She did not.

271. The State is now asking to be out of Case 4900. On information and belief, Russell should not use Brown's money to fight a fight which did not need to happen.

272. On August 2, 2012 Adele served the Estate of James Brown with an Offer of Judgment in Case 4900 which offered:

- "a. The claims of the ESTATE against ADELE in this Case are hereby

permanent fiduciaries.

275. On information and belief, until he is removed Russell should be directed to make no statements on behalf of the Estate/2000 Trust which are, or might be construed to be:

- a. Supportive of the claims of Tommie Rae;
- b. Related to the value of the assets;
- c. About the Federal Copyright Act; the heirs; or any other matter which might prejudice the Estate/2000 Trust in its defense of the claims of the Case 1647 Plaintiffs.

276. A properly acting SA/ST representing the Will and 2000 Trust will be able to determine whether Bauknight, Tommie Rae and others should remain in default in Case 4900; whether Tommie Rae is not Brown's spouse; and the other issues that are – but for 4 depositions – ready for dispositive motions and trial Case 4900.

#### **Russell's Statements Damage the Estate/2000 Trust**

277. On October 31, 2011 Russell, through NP counsel, issued a statement intended to destroy not only Bob's and Adele's chances of being reinstated as PR/Trustees, but their careers. It was repeated in in 331 media outlets.

278. On November 1, 2011, Russell, through NP counsel, made the following representations – all damaging to the Estate/2000 Trust and all incorrect – to the Supreme Court:

1. The Estate/2000 Trust has no corpus "to speak of;"
2. Copyright Termination Rights are "all this case is about;"
3. Tommie Rae's Elective Share claim was a "slam dunk;"
4. If Tommie Rae didn't get all the Termination Rights, the settling claimed

children would.

5. He knows the value of Brown's Estate [the Less than \$4.7 Million].

122. In March 2012 Russell blamed the Attorney General for Russell's own failure to appear at the Cannon plea and seek restitution.

279. On information and belief, on May 18, 2012 Wingate and Russell moved to compel Bob to accept an illegal settlement which prevented Bob from protecting Brown's Estate Plan.

280. Since 2009 Russell has secreted documents which will show, on information and belief, that his positions are – at best – misinformed.

281. On June 6, 2012, through NP lawyers, Russell joined Tommie Rae in a 10-page Return filed in this Court trying to keep in place the Gag Orders related to the so-called Hynie "Diary" while admitting that "[t]o grant Pope's motion will cause irreparable harm to [Tommie Rae]" – ie, her claim to be Brown's spouse. Russell asserted Adele had "unclean hands;" that Adele had not returned the original (incorrect); and even attempted to assert Tommie Rae's Due Process rights. [Ret.Dtd. 6/6/12, Case 122.]

282. On information and belief, this damage to the Estate Plan should not be allowed to continue. Bauknight should be permanently removed; required to account; and an SA/ST loyal to the Will/2000 Trust appointed.

**For A Third Cause of Action**  
**(Leave to Amend After Removal and/or Appointment of SA/ST)**

283. Plaintiff restates and incorporated Paragraphs 1 through 282 as fully as if

set out herein.

284. Plaintiff and Bob have never been adverse to the Estate of James Brown or the James Brown 2000 Irrevocable Trust.

285. On May 19, 2010 when Russell brought the egregious Case 4900 in the name of the Estate/2000 Trust Bob and Adele were forced to counterclaim.

286. Plaintiff respectfully asks the Court to allow her to amend after the Court considers issues related to the appointment of an SA/ST.

**For A Fourth Cause of Action**  
**(Attorneys' fees)**

287. Plaintiff restates paragraphs 1 through 286 as fully as if set out herein.

288. On information and belief, Plaintiff is entitled to attorneys' fees and costs under the S.C. Probate Code and S.C. Trust Code in this action because it has been to assist in the protection and proper administration of the Estate of James Brown under the Will and 2000 Trust.

289. On information and belief, Russell, individually, should pay all costs of the Notice, his Individual Defense of this Case, and the Estate's defense because it was brought in bad faith to promote his own interests and those of Tommie Rae.

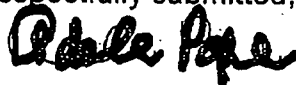
**Prayer**

For each of the reasons set forth above, Plaintiff prays that this Court inquire into the matter and issue its order as follows:

1. Voiding the Notice of Disallowance; the Buchanan Settlement; and Russell's appointments as SA/ST, to the extent they have been made.

2. Granting Plaintiff and Bob the full amount of their claims as filed, including legal prejudgment interest at 8 3/4% on all amounts due under the January 8, 2008 Order and such additional amounts as the Court deems proper in light of their valuable service.
3. Removing Russell both temporarily and permanently, from all fiduciary positions with respect to the Estate/2000 Trust and requiring him to account and/or disgorge as appropriate;
4. On an emergency basis, appointing a Litigation SA/ST to protect the Estate/Will and 2000 Trust from further damage by Russell; conclude the Estate/2000 Trust's involvement in Case 4900; conclude the FOIA cases; conclude the Forlando Suit; and prepare Case 872 for trial by correction of parties and discovery, all as set out herein, including payment independent of Russell. And appointing an additional SA/ST for administration only.
5. Directing Russell to take no further action on behalf of the Estate/2000 Trust or any Brown Entity except to account and protect assets; and make no statements adverse to the Will or Trust; and to account within 30 days.
6. Ordering that any attorney or fiduciary or former fiduciary seeking any payment from the Estate, 2000 Trust and/or any Brown entity must make his entire file open to the SA/ST(s) immediately.
5. Impaneling a jury as to the valuation matter and other factual issues.
6. Directing Russell, Individually, to pay all costs and attorneys' fees of this action, with the Estate/2000 Trust to pay no portion of Russell's fees and costs and only such of Adele's as Russell does not, individually, pay as directed.
7. For such other relief as may be just.

Respectfully submitted,



Adele J. Pope, *Pro Se*  
1228 Walnut Street  
Newberry, South Carolina 29108  
803-413-0753  
[adele@popelawfirm.com](mailto:adele@popelawfirm.com)  
S.C.Bar No. 4501

June 8, 2013

STATE OF SOUTH CAROLINA )

COUNTY OF: AIKEN )

ADELE J. POPE )

Petitioner )  
vs. )

IN THE PROBATE COURT

PETITION FOR ALLOWANCE OF CLAIM

CASE NUMBER: 2007-ES-02-0056

ESTATE OF JAMES BROWN, DECEASED; THE  
JAMES BROWN 2000 IRREVOCABLE TRUST;  
RUSSELL L. BAUKNIGHT AND OTHERS  
Respondent(s) (if applicable)

Exhibit 1

The undersigned petitions the Court to allow the following claims against the estate in the amounts set forth below:

Creditor Name and Address	Amount of Claim
Adele J. Pope, 1228 Walnut Street, Newberry, SC 29108	
<del>All Amounts Requested in Original Claim and All Relief Requested in Complaint of Which this Petition for Allowance is an Exhibit, all of which is incorporated herein by reference.</del>	

In support of this Petition, Petitioner states that each claim is valid, was presented within the period for the presentation of claims as provided by law, and has not been paid, and, as to those claims which were presented to the Personal Representative and not filed with the Court, that a copy of the statement of each such claim is attached to this Petition and made a part hereof.

(Other:)

See Complaint to Void Appointment and Notice of Disallowance and for other relief, filed herewith.

Executed this 5th day of June, 2013.

Signature: *Adele Pope*  
Name: Adele J. Pope  
Address: 1228 Walnut Street  
Newberry, South Carolina 29108  
Telephone(O): (803) 413-0753  
(H): \_\_\_\_\_  
Attorney: \_\_\_\_\_  
Address: \_\_\_\_\_  
Telephone: \_\_\_\_\_

Exhibit 2

STATE OF SOUTH CAROLINA )

IN THE PROBATE COURT )

COUNTY OF AIKEN )

NOTICE OF DISALLOWANCE OF CLAIM )

IN THE MATTER OF: JAMES BROWN )

CASE NUMBER: 2007 ES02 0056

TO:

Name: Adele J. Pope

Address: 1228 Walnut St.

Newberry, SC 29108-3554

The undersigned, as the Special Administrator, appointed to administer this estate, disallows all of your claim for \$4,993,151, plus any requests for attorney's fees, costs or other ancillary costs associated with your claim presented on July 17, 2009.

Your claim was disallowed for the following reason(s):

This claim was filed jointly with Robert L. Buchanan, Jr., who has settled his claim against the estate. You only served as Co-Personal Representative and Co-Trustee of the James Brown 2000 Irrevocable Trust for a relatively short period of time. During the period of approximately 18 months that you served as Co-Personal Representative and Co-Trustee, there is no way that \$4,993,151.00 in fees and commissions could have been legitimately earned. The affidavits you submitted to substantiate your claim describing the hours you spent in these roles confirm this. Further, your claim is based on an overinflated, unsubstantiated and self-serving valuation of the probate estate as of the date of Mr. Brown's death.

You petitioned the court and obtained an Order dated January 8, 2008 allowing payment to yourself and Mr. Buchanan toward your commissions for service as Special Administrators in the amount of \$317,000, plus costs. This payment may now be subject to disgorgement pursuant to the Supreme Court's opinion in this matter dated May 8, 2013, in which the Court found that you were properly removed as Co-Personal Representative and Co-Trustee for cause.

This claim is disallowed on the basis that the requested fees and commissions were not earned and therefore are not due and owing, and further that the Estate is entitled to an offset for any damages suffered as a result of any maladministration during your service as Co-Personal Representative and Co-Trustee.

Failure to protest this disallowance of your claim, (that is, failing to file your petition for its allowance (form #373PC) in the Probate Court and failing to commence a proceeding on the claim within thirty days after the service of this Notice of Disallowance of Claim), shall result in your claim or the disallowed portion of your claim being forever barred.

Executed this 29<sup>th</sup> day of May, 2013.

Signature: 

Name: Russell L. Bauknight

Address: 1517 Gervais St.  
Columbia, SC 29201

E-mail: rbauknight@bpscpas.com

Telephone (O): 803.771.8943

Telephone (H):

Exhibit 7

**STATE OF SOUTH CAROLINA**

**COUNTY OF RICHLAND**

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 Alan Wilson, in his capacity as Attorney General of the State of South Carolina; Tommie Rae Brown, individually and on behalf of her minor child, James Brown II; Daryl J. Brown, individually and on behalf of his minor child Janise Vanisha Brown; Lindsey Delores Brown; Deanna J. Brown Thomas; Jason Brown-Lewis; Yamma N. Brown, individually and on behalf of her minor children Sydney Lumar and Carrington Lumar; Tonya Brown; Venisha Brown Larry Brown; and Terry Brown

and

ALAN WILSON, in his capacity as Attorney General of the State of South Carolina; TOMMIE RAE BROWN, individually and on behalf of her minor child, JAMES BROWN II; DARYL J. BROWN, individually and on behalf of his minor child JANISE VANISHA BROWN; LINDSEY DELORES BROWN; DEANNA J. BROWN THOMAS; JASON BROWN-LEWIS; YAMMA N. BROWN, individually and on behalf of her minor children SYDNEY LUMAR and CARRINGTON LUMAR; TONYA BROWN; VENISHA BROWN; LARRY BROWN; and TERRY BROWN,

Plaintiffs

v.

Adele J. Pope

Defendant

**IN THE COURT OF COMMON PLEAS**

**FOR THE FIFTH CIRCUIT**

**Civil Action No. 2010-CP-40-4900**

**PLAINTIFFS' MOTION TO STRIKE  
DEFENDANT POPE'S OFFERS OF  
JUDGMENT**

**TO: ADAM SILVERNAIL, ESQUIRE, AND DARYL WILLIAMS, ESQUIRE,  
ATTORNEYS FOR DEFENDANT POPE, AND TO THE DEFENDANT ABOVE-  
NAMED:**

**YOU WILL PLEASE TAKE NOTICE** that Plaintiffs intend to move, and do hereby so move, for an Order from the Court striking the following "Offers of Judgment" filed by Defendant Pope in this matter:

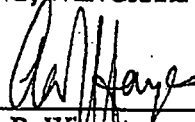
1. Defendant Pope's Offer of Judgment to Lindsey Delores Brown and Janise B. (attached hereto as Exhibit A).
2. Defendant Pope's Offer of Judgment to the South Carolina Attorney General and Russell Bauknight as Agent for the South Carolina Attorney General (attached hereto as Exhibit B).
3. Defendant Pope's Corrected Offer of Judgment to Lindsey Delores Brown and Janise B. (attached hereto as Exhibit C).
4. Defendant Pope's Offer of Judgment to Tonya Brown (attached hereto as Exhibit D).
5. Defendant Pope's Offer of Judgment to Daryl Brown (attached hereto as Exhibit E).
6. Defendant Pope's Offer of Judgment to Russell Bauknight (attached hereto as Exhibit F)
7. Defendant Pope's Offer of Judgment to Terry Brown (attached hereto as Exhibit G).
8. Defendant Pope's Offer of Judgment to Jason Brown-Lewis (attached hereto as Exhibit H).
9. Defendant Pope's Offer of Judgment to Tommie Rae Hynie Brown (attached hereto as Exhibit I).
10. Defendant Pope's Offer of Judgment to Venisha Brown (attached hereto as Exhibit J), and
11. Defendant Pope's Offer of Judgment to Carrington L.(attached hereto as Exhibit K).
12. Defendant Pope's Offer of Judgment to Sydney L. (attached hereto as Exhibit L).

13. Defendant Pope's Offer of Judgment to Deanna Brown Thomas (attached hereto as Exhibit M).
14. Defendant Pope's Offer of Judgment to the Estate of James Brown (attached hereto as Exhibit N).
15. Any other offers that have been served - or may soon be served - on any Plaintiff in this matter.

This Motion is made pursuant to Rule 12(f) of the South Carolina Rules of Civil Procedure, and is based upon the fact that these offers contain material that is "redundant, immaterial, impertinent or scandalous". These offers are also improper and do not comport with the requirements of Rule 68 of the South Carolina Rules of Civil Procedure. Plaintiffs requests that the Court strike these offers from the record in this matter, and that the Court award Plaintiffs the fees and costs associated with responding to these offers and making this Motion, as well as any other relief the Court deems just and proper. Plaintiffs reserve the right to supplement with Memorandum of Law.

Respectfully submitted,

**SWEENEY, WINGATE & BARROW, P.A.**



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Kenneth B. Wingate  
Mark V. Gende  
Aaron J. Hayes  
1515 Lady Street  
Post Office Box 12129  
Columbia, South Carolina 29211  
(803) 256-2233

**ATTORNEYS FOR THE PLAINTIFFS**

Columbia, South Carolina

August 13, 2012