

THE STATE OF SOUTH CAROLINA
In the Court of Appeals

APPEAL FROM AIKEN COUNTY
Court of Common Pleas

Honorable Doyet A. Early, III, Circuit Court Judge

Appellate Case No. 2013-001856

RECEIVED

MAY 13 2015

SC Court of Appeals

Applicant for intervention Jacquelyne Hollander Appellant/Appellant

v.

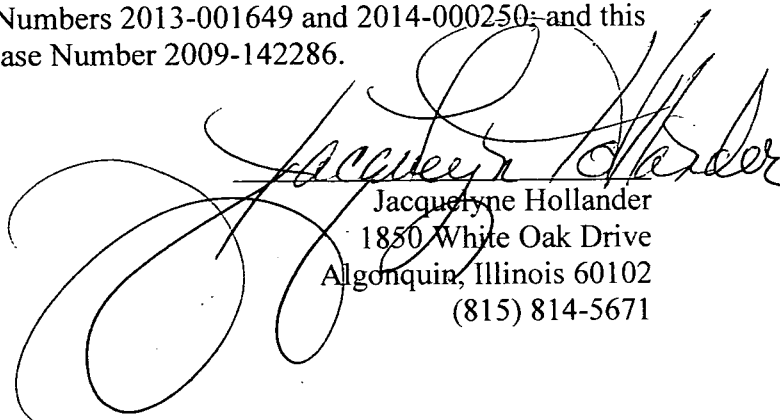
The Irrevocable Trust Established
by James Brown on August 1, 2000
and Russell L. Bauknight, as
Trustee of the Irrevocable Trust
established by James Brown on
August 1, 2000

Of whom Russell L. Bauknight is Respondent

MOTION TO CERTIFY TO SOUTH CAROLINA SUPREME COURT
UNDER RULE 204 SCACR

Jacquelyne Hollander pro se, respectfully requests that this Honorable Court Certify this matter for transfer to the South Carolina Supreme Court for adjudication pursuant to this Court's Order of February 19, 2015 in Appellate Case Numbers 2013-001649 and 2014-000250; and this Court's Order of April 20, 2015 in Appellate Case Number 2009-142286.

April 30, 2015



Jacquelyne Hollander
1850 White Oak Drive
Algonquin, Illinois 60102
(815) 814-5671

Other Counsel of Record:
J. David Black, Esq.
PO Drawer 2426
Columbia, South Carolina 29202-2426

COPY

TO: THE HONORABLE CHIEF JUSTICE AND ASSOCIATE JUSTICES:

Appellant Jacquelyne Hollander, pro se, respectfully requests that this Court certify the appeal of the Order of Judge Doyet A. Early, III dated August 8, 2013 for transfer to the Supreme Court pursuant to Rule 204 SCACR. Appellant's attorney, O. Cyrus Hinton, filed an appeal in the South Carolina Court of Appeals which was affirmed by the Appellate Court on April 1, 2015. A Petition for Rehearing was timely filed before the Court.

EXPLANATION OF EXTRAORDINARY PRO SE STATUS

Appellant was represented in both the Trial Court and the Court of Appeals by attorney O. Cyrus Hinton. Tragically, Mr. Hinton was brutally murdered approximately two weeks ago allegedly by his son who shot him in the head. Attorney Carl Solomon was appointed Special Receiver to protect the interests of Mr. Hinton's clients.

Mr. Solomon stated that he might have an attorney to take over the file, although he did not believe that he would handle this matter himself. As of the date of this filing, Mr. Solomon has not been in contact with Appellant, nor has he provided counsel in this matter or another attorney to represent Appellant.

SUPREME COURT CURRENTLY CONSIDERING ORDER UNDER APPEAL

This matter arises from one of the Rulings of Judge Doyett Early III ("Judge Early") issued subsequent to this Court's ruling in *Wilson v. Dallas*, 403 S.C. 411, 743 S.E. 2d 746 (2013). This Court's Order of February 19, 2015 directed the Aiken County Clerk of Court to provide this Honorable Court with all orders issued in regards to proceedings subsequent to the date of the *Wilson v. Dallas* decision. That includes this matter under appeal from that court.

This Court has also ordered on April 20, 2015 that Judge Early provide a "thorough and detailed update" on the status of matters before that court related to the estate of James Brown,

presumably for consideration by this Court pursuant to the order of Wilson v. Dallas. In order for this Honorable Court to fully consider the legal ramifications of Judge Early's decisions, it is necessary that this Honorable Court include the facts of Appellant's action.

STATEMENT OF THE CASE

Appellant and James Brown (hereinafter "Brown") were partners in an enterprise to raise money for needy children and simultaneously help their own careers. The two of them acted as professional fund raisers raising money for charity and adding their own assets. Brown and Appellant received income and vast intangible benefits from the endeavor. Brown was significantly in debt and had difficulties with his reputation. This was his plan to redeem his good name and Appellant was the person that Brown charged to implement the plan.

The partnership was given the name, by the Appellant, "The I Feel Good Trust" shortly after it was formed (hereinafter referred to as "the Partnership"). The Partnership was publicly announced and acknowledged at Scottish Rites Children's Hospital by both Brown and Appellant. The formation of the partnership [trust] was discussed in many meetings by Brown, Appellant and Albert (Buddy) Dallas -- Brown's attorney of twenty eight years. It was a part of Brown's personal and professional history (See affidavit attached hereto as Exhibit "A"). Both Brown and Appellant invested significant time, money and effort into this partnership. Despite its name, the partnership was not formally converted into a statutory trust at that time, nor did the partnership conduct itself as a statutory trust at that time. It remained a trust in name only.

The partnership continued with both partners actively participating until Brown went to prison in 1989. In 1991 Brown's career became very financially successful and Hollander moved to Illinois due to medical difficulties. Regardless, neither of them forgot the partnership and they

COPY

made plans to keep it alive. There was never a formal dissolution or winding up of the partnership affairs.

In 1999 Brown contacted Appellant through his attorney, Albert Dallas, and they had negotiations about releasing some of the intellectual property of the partnership. Subsequently, in 1999, Brown started an actual statutory trust to continue the partnership activities. That trust culminated in the Trust which was a continuation of the Partnership and is the subject of the estate litigation.

History of the Partnership

Appellant was a singer/songwriter who first met Brown when she was a teenager suffering from cancer. Brown was emotionally moved by the ill young girl who wanted to write songs, and invited Appellant to write a “hit song” for him when she grew up.

In or about 1984, after independently establishing herself as a successful songwriter, Appellant contacted and retained Brown to record a song that she wrote for the NFL Franchise Atlanta Falcons football team to be used for charity.

Brown agreed to the project and he even personally negotiated the release from Columbia Records of the original song. Moved by Appellant’s enthusiasm, personality and by the realization that she was the sick child that he met years earlier, Brown orally agreed to a partnership between himself and Appellant wherein they would produce and sell recordings of original songs and make personal appearances. The Partnership would use most of its profits after expenses to help underprivileged children

As previously stated, at this point in his career Brown had crushing debt, including federal income taxes, and insufficient income to pay his expenses. Brown’s reputation for benevolence also needed improvement. In addition to helping underprivileged children, Brown

and Appellant hoped to use the partnership as a vehicle to enhance their own image and careers and earned profits from those endeavors.

Although the majority of the Partnership work was in raising money for children, they never sought corporate or any tax exempt status under the Georgia, South Carolina or Federal Tax Code (Affidavit of Jacquelyne Hollander, ¶ 13) and there was no written partnership agreement. It was common practice for both Brown and Appellant to do business on a handshake without a formal contract. They also never had a formal contract with the Atlanta Falcons, Coca Cola, Turtle's Records, the Leukemia Foundation or Scottish Rite's Hospital.

Through Appellant's efforts, the initial work performed by the Partnership involved Brown and Appellant making appearances to underprivileged children in hospitals and in impoverished areas. The Partnership raised money and used that money for education, to buy needed gifts for those children and for granting wishes for children and their families regardless of race.

In 1987 Atlanta Falcons' recording by Appellant and Brown ("Atlanta Be Rockin'") was released at the halftime show of their game against the Washington Redskins that year. Appellant arranged for Coca Cola to purchase approximately 15,000 records to give to fans as souvenirs. Appellant and Brown also entertained at that halftime show. The proceeds from the record sales went to the Georgia Allaince for Children, Inc.

Both before and after the halftime show Appellant and Brown decided to name their partnership and make sure that the money raised by them would not be directly given to the charities but would pass through their control first.

Appellant and Brown took their idea to Brown's Attorney Albert Dallas ("Dallas"). Appellant came up with the formal Partnership name, "The I Feel Good Trust" and everyone

agreed that the name would represent their joint partnership. Dallas endorsed the idea and helped them with the Partnership. Dallas did not, however, create a formal trust or any other business vehicle or agreement for the partnership. The partnership remained a trust in name only. Brown made a video recording dedicating him to working with Appellant on the Partnership and Brown spoke proudly of the Partnership to many friends and associates.

The first official project of “The I Feel Good Trust”, in 1988, was a telethon for the Leukemia Foundation. Brown made a commercial and intended to appear personally at the telethon. Unfortunately, illness prevented his appearance and Appellant coordinated the entire event by herself. It was broadcast on live TV and paid for by Brown himself.

Hollander became personally very close to Brown and his family and Brown became a “father figure” to Appellant. Brown found himself in significant trouble with the law during the Leukemia Telethon and thereafter. Further complicating the association between Brown and Appellant is that Brown, in a drug-induced state, raped Appellant and threatened her with violence if she let anyone know about the rape.

As part of a plea bargain in Brown’s criminal sentencing with the Criminal Circuit Court of South Carolina, Brown negotiated with the Court and received a substantial reduced sentence by introducing Appellant as his partner in the “I Feel Good Trust” and promising to perform in a benefit to be produced by the Partnership to benefit the Fraternal Order of Police. Appellant organized the “Wrestlerock” benefit for this purpose and paid approximately \$20,000.00 of her own money to fund the event and Brown personally paid \$70,000.00 to fund the event Appellant arranged for many other celebrities to also perform at that event.

Despite the order of the Court and the fact that the South Carolina police were to be beneficiaries of the benefit proceeds pursuant to that Order, the Georgia police boycotted the

event due to their offense over Brown receiving a reduced sentence and due to public racism against Brown. Because of the reluctant police security and racial tension the event was fraught with danger and not well attended by the public. Violence and vandalism significantly injured Appellant in her attempts to help Brown. Appellant suffered a Bells Palsy stroke from the stress and was hospitalized a week after the concert.

To ensure that Brown received the benefit of his plea bargain, Appellant put on the event despite those adverse conditions, vandalism to her property and racially motivated threats to Appellant's life as a direct result of the Wrestlerock benefit

On the day before the Wrestlerock benefit Appellant took some of the entertainers who were to perform there to the Children's Medical Center to visit the sick children. There Appellant met Katina Bryant (hereinafter referred to as "Katina"), a terminally ill child who, like Appellant, dreamed of growing up to be a singer/songwriter. Katina was also a devoted fan of Brown.

Appellant made it possible for Katina to attend Wrestlerock and meet Brown personally. Appellant and Brown both became so enamored of Katina that they made her the next focus of the Partnership. Appellant wrote "Katina's Song" and Katina herself recorded it as was her wish. Brown began his prison term but even from prison announced his intent to continue the "I Feel Good Trust" with Appellant. Katina died and, posthumously, Appellant used the Partnership and her personal connections to make "Katina's Song" the theme for the "Children's Miracle Network" and it was recorded personally by John Schneider who played "Bo Duke" in the television series "The Dukes of Hazard".

COPY

Appellant took a medical leave from the partnership while Brown was serving his time in prison. When Brown was released in 1991 he and Appellant were estranged but Brown and Appellant continued the work done by the Partnership.

On August 1, 2000 Brown created the Trust as a continuation of their partnership. Brown contributed significant assets into the Trust including the rights to his likeness, his copyrights and his residential home. According to Dallas the Trust was, "...an extension and fulfillment of the partnership that he had with [Appellant]. Through this enterprise, Brown made manifest his mission to help needy children through the work of Appellant.

Current Litigation

James Brown died Christmas morning 2006. The children filed a notice of litigation January 7, 2007 represented by a Lewis Levenson of Atlanta. Simultaneously, Tommie Rae Hynie, represented by Robert Rosen of Charleston and Alan Medlin of Columbia, joined in.

In spite of an in terrorem clause (which states that if anyone attacks the will and Trust, they are to receive nothing) in both the Will and Trust, the Circuit Court for Aiken County allowed the case to proceed. The vast assets of the James Brown estate drew out the greed in everyone, including the South Carolina Attorney General, in a tortured effort to get a part or all of the James Brown wealth despite James Brown's stated wishes.

In 2007 Appellant first met with Sonny Jones ("Jones"), the South Carolina Attorney General's representative to the James Brown matter. Jones offered to represent Appellant's interests before the Circuit Court. Hollander begged Jones on many occasions to allow her to bring her evidence to his office, offering to personally drive the boxes of documents, video and audio recordings to South Carolina at her own expense. This evidence showed the history of the "I Feel Good Trust" and proved that Brown was never coerced.

Instead, Jones kept Appellant from the Court and the other parties, so that her evidence of the Partnership would not complicate matters. Jones advised Appellant to “sit still” and not present her evidence. It was not until Appellant heard of the pending settlement agreement that she realized that Jones was not representing her interests.

Jones advised Appellant that she had no interest in the trust that she started with Brown. Jones stated that he is in control and that because Appellant and Brown never copyrighted the name of the trust they were changing the trust to “The Legacy Trust” and any assets of the “I Feel Good Trust” would be moved into the new trust and her participation was neither needed nor desired.

In August of 2008, Jones announced that he had reached the ill-fated settlement with James Brown’s children’s attorney and the attorney representing James Brown’s widow. Under that settlement, the children would get approximately 25% of the Trust, the widow would get approximately 25% of the Trust and the remainder of the Trust would go into another trust to be administered under the Attorney General.

Pope and Buchanan, as Trustees, would not agree to the terms of the settlement because it violated the terms of the Trust and they refused to execute the Settlement Agreement. Jones convinced the Court that he, as the Attorney General, could execute the Settlement Agreement for the Trustees. Appellant attempted to show the evidence to Adelle Pope, but even she refused to review the evidence or its implications.

Appellant drove to South Carolina on four separate occasions to try and present her evidence to Jones and/or the Court. On one occasion, Jones literally ran from Appellant into a waiting car rather than see her evidence.

Appellant returned to the Aiken Court in January of 2009 to protest the Settlement Agreement and to once again demonstrate her relationship with the deceased. She filed an appearance and attempted to file an objection to the Settlement Agreement. Unfortunately, after Appellant filed and served the Motion on each party, Judge Early stopped the proceedings in the middle of open court. He met ex parte with Appellant in chambers.

In that meeting, Appellant informed Judge Early that she and Brown were partners in the "I Feel Good Trust" and that she had boxes of evidence that would be instructive to the Court. Appellant also advised Judge Early that the Attorney whom he had appointed to manage the proceedings, Mr. Levinson, had actually represented Appellant in an earlier matter and had knowledge of the facts but was now representing other parties.

Judge Early told Appellant that he did not hear any of what she had said. He advised Appellant she needed to retain counsel. Appellant advised Judge Early that she had approached over 100 attorneys and that none of them would represent her, stating that they had "conflicts". Judge Early said he would not allow Appellant to represent herself pro se in his Court unless she attended "pro se school". Appellant asked about her attorney in Illinois and Judge Early said that he would not allow any out of state attorney status in his Court. Appellant later learned that there was no pro se school. Appellant's Motion was never ruled on and Appellant was no longer allowed to participate in the proceedings.

Shortly after the meeting with Judge Early, Appellant sat in his courtroom and listened while Jones told Judge Early that he and his office had investigated every claim of any interested party to the proceedings and that the Settlement Agreement would resolve every claim, while knowing that there was substantial evidence that his office never even considered.

Appellant attempted to be heard in the U.S. District Court of Illinois but the action was dismissed due to lack of personal jurisdiction. Accepting the Order of the Illinois Court Appellant filed an action in the U.S. District Court for the Central District of California. Personal jurisdiction was warranted in that Court because the majority of the Trust assets were intellectual property that was administered out of Warner Music and Universal Music, both located in Los Angeles, California. Therefore, personal jurisdiction was not an issue.

Respondent, nonetheless, argued vehemently that both venue and personal jurisdiction were not proper in the California Court. Arguments were made and briefed, but it was the Honorable Judge Gutierrez himself who determined, sua sponte, that the U.S. District Court of Central California did not have subject matter jurisdiction due to the "Probate Exception" to Federal Court jurisdiction in State probate matters.

Appellant's attorney in Illinois secured South Carolina representation for Appellant through attorney O. Cyrus Hinton. Mr. Hinton filed two actions in South Carolina for Appellant. The first of those actions was a civil rights action against the Attorney General of South Carolina and the Judge of the Aiken County Circuit Court. The Magistrate in that case recommended dismissal. Mr. Hinton filed Objections to that dismissal on January 9, 2012. The Magistrate had until January 26, 2012 to file a reply but declined to do so. The Judge in that Court ruled to dismiss the action without prejudice a year after it was filed.

The other action filed in South Carolina by Mr. Hinton on April 30, 2012 was the current action under appeal. Appellant filed a Complaint for Declaratory Judgment with the Court of Common Pleas to determine her rights under the Partnership under case number 2012-CP-02-01059.

On June 12, 2012 Respondent filed its Motion to Dismiss. That motion sought dismissal under 12(b)(1), SCRCF based upon a misinterpretation of S.C. Code. Ann. § 62-7-201 (2000) (Motion to Dismiss; p.1); based upon 12(b)(6), SCRCF in which Respondent made no specific argument under 12(b)(6) other than the single statement that there were insufficient facts to constitute a cause of action under South Carolina law (Motion to Dismiss; pp.1-2); and in the alternative that venue should be transferred under 12(b)(3), SCRCF as venue was alleged improper in Aiken County (Motion to Dismiss; p.2) since the Trust was being administered in Richland County.

On May 8, 2013 this Honorable Court ordered that the Settlement Agreement brokered by Jones was void and that Jones had overreached his authority under the Attorney General in this matter. As a result, Jones agreed to not actively participate in the subsequent proceedings except as an observer.

After this Honorable Court's decision in *Wilson v. Dallas*, the trial court on May 29, 2013 held a status conference to determine how it would proceed in the Brown litigation. This included the following orders relevant to this action; 1) "... that a memorandum in support of each motion must be filed contemporaneous with the filing of the motion, motions not supported by memorandum will not be set for hearing...." (June 13, 2013 Administrative Order, p.1); 2) that case number 1647 will be used for any challenges to the Brown will and trust litigation (Motion to Dismiss; p.2); 3) that, [allegedly] pursuant to the *Wilson v. Dallas* opinion of the Supreme Court, Appellant is separated from case number 1647 (Motion to Dismiss; p.3); and, 4) that Respondent's Motion to Dismiss the instant action was to be heard at the next session of the Trial Court (Motion to Dismiss; p.6).

The Wilson v. Dallas decision never addressed the Appellant who was not a party to that action. On July 1, 2013 Appellant filed a Motion to Consolidate this action back into case number 1647 based upon Rule 42, SCRCF. That Motion was never ruled on.

On or about June 27, 2013 Appellant filed her Response to Respondent's Motion to Dismiss. Because no argument was made in support of Respondent's assertion that the Complaint should be dismissed under 12(b)(6), SCRCF, the Response generally addressed Appellant's rights to a declaratory judgment and accounting of the Trust from the Trial Court.,

The Motion to Dismiss was heard on July 2, 2013. The Respondent, for the first time, provided the trial court and counsel for Appellant with a Memorandum in Support of their Motion to Dismiss. For the first time, in oral argument, Respondent argued that the South Carolina Partnership Statute S.C. Code Ann. §33-41-210 required a profit motive that was not present in the Complaint. Respondent argued that the purpose of the partnership, as pled by the Appellant, was charitable to help children and that the charitable entity could not, therefore, be a partnership entity.

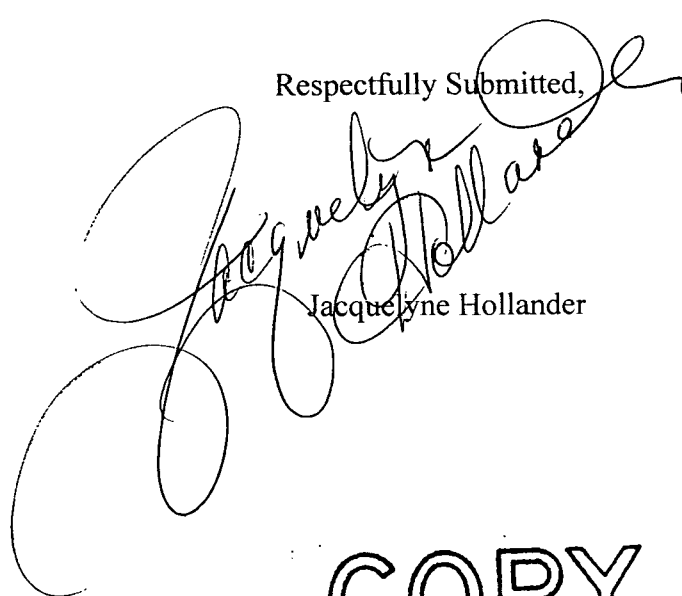
Respondent also argued that the statute of limitations had run on the Appellant. At the end of oral arguments the trial court asked for proposed orders by August 1, 2013. On July 29, 2013 Appellant filed a Memorandum in Opposition to Respondent's Motion to Dismiss specifically addressing the arguments of profit motive and statute of limitations. Further, Appellant included the arguments in the order requested by the trial court. On August 8, 2013 the Trial Court issued an Order (chosen from the Order drafted by Respondent) granting Respondent's Motion to Dismiss based upon Appellant's alleged lack of profit motive and based upon statute of limitations.

On April 29, 2013 Hinton filed a Notice of Appeal on this matter and it was fully briefed by both sides. On March 13, 2015 Mr. Hinton filed a letter and a copy of this Court's Order of February 16, 2015 with the Court of Appeals requesting that the Court of Appeals send their files to this Court. Instead, on April 1, 2015 the Court of Appeals affirmed the Trial Court's decision due to an error in that Court's analysis that the Trial Court never reviewed the arguments made by Appellant in the appeal. Appellant filed a Petition for Rehearing on April 16, 2015 that is pending before the Court of Appeals.

The issues involved are novel and of particular legal importance. Appellant has vast evidence to support her claims including, but not limited to, newspaper accounts, affidavits, and video and audio recordings (by Brown himself acknowledging the relationship). Appellant was deprived of her civil rights to be fairly heard in an unbiased South Carolina Court. Desperate for a forum to be heard Appellant was forced to attempt her case in four other venues before ending up back before Judge Early where her attorney was ambushed and dismissed without even being allowed to brief the issues before a decision was made.

This case should also be certified because it is necessary for this Honorable Court to review the facts in order to make a full decision on the matters pending before it on all related matters regarding the estate of James Brown.

Respectfully Submitted,


Jacquelyne Hollander

May 7, 2015

AFFIDAVIT OF ALBERT DALLAS

1. I, Albert (Buddy) Dallas, am not a party to any of the actions outstanding by Jacquelyne Hollander (hereafter referred to as "Hollander") against the estate of James Brown (hereafter referred to as "Mr. Brown"), The Irrevocable Trust Established by James Brown in August 1, 2000, or the Attorney General for the State of South Carolina. I have no personal or pecuniary interest in any of her cases nor was I promised anything for my testimony herein. I hereby attest and swear under oath as follows from my personal knowledge of the facts herein:

2. I was Mr. Brown's personal legal counsel and friend from 1984 through his death on December 25, 2006. I was his confidante available to Mr. Brown any hour of every day about difficulties experienced by Mr. Brown and those he cared about. I represented Mr. Brown in many personal and legal matters throughout this period.

3. In or about 1985 or 1986 Hollander telephoned me and inquired about Mr. Brown's availability to record a song for the Atlanta Falcons football team that she had written. I advised her that I did not have any influence about what songs Mr. Brown would record, but that if she sent me a photograph and recording of the song I would present it to him and that if he was interested, Mr. Brown would contact her directly.

4. Mr. Brown did contact Hollander in or about 1986 and agreed to record the song. Mr. Brown contacted Scotti Brothers Records, Inc., a subsidiary of Columbia Broadcasting in order to get their permission to record the song and waive their publishing rights in it.

5. A date for the recording was set in or about August of 1986. I was present at that recording session. Hollander made a very positive impression on Mr. Brown. She was a talented singer/songwriter and used her talents to promote charitable benefits. Mr. Brown wanted to be involved in Hollander's projects and felt that this would also help his reputation in the community as he had not previously engaged in any meaningful charitable events. At the end of the recording session, Hollander and Mr. Brown agreed to become partners. I personally witnessed the oral partnership agreement. Attached as Exhibit "1" is a picture of Mr. Brown and Hollander shaking hands to seal that agreement.

6. Despite Mr. Brown's notoriety, at that point in his career he did not have a lot of money. He owed many people considerable sums of money and was under significant debt to the Internal Revenue Service.

7. From in or about 1986 through 1987 Hollander and Mr. Brown together performed many charitable activities for underprivileged children. They visited hospitals, visited underprivileged children directly and granted wishes for needy children. Hollander's boundless energy found the causes and organized the activities. Mr. Brown focused significant time and energy also as he was able to be part of those activities. Both Mr. Brown and Hollander contributed financial and other resources to the partnership.

AD

COPY

Exhibit A

8. In 1987 the Atlanta Falcons asked Mr. Brown and Hollander to perform at their halftime show wherein they released the recording of "Atlanta Be Rockin'" for charity. While in Atlanta, after visiting the Atlanta Falcon's Training Camp, Mr. Brown, Hollander and I went to Scottish Rites Hospital in Atlanta and Mr. Brown, in the presence of myself, Hollander, Dr. Nathan Hawke and the press, stated that he was leaving his wealth to needy and underprivileged children and that he would be working together with Hollander in that endeavor. Hollander came up with the name "The I Feel Good Trust" for their partnership.

9. I did not reduce the trust to writing for them because they were more interested in actively raising money for charities and individuals, particularly underprivileged children. Hollander became part of Mr. Brown's "inner circle" and in all ways was Mr. Brown's social conscience and she also became a very close friend of Mr. Brown's wife, Adrienne. Hollander organized benefits for The Leukemia Foundation and other individuals and charities.

10. Mr. Brown also wanted to manage Hollander's songwriting and singing careers. Hollander also helped Mr. Brown in music production and in press relations. They did other projects such as advertising jingles.

11. In 1988 as part of a plea bargain in the Criminal Circuit Court of South Carolina, Hollander agreed to help Mr. Brown hold a benefit for the Fraternal Order of Police. This agreement, made as an apology for all of the trouble that Mr. Brown previously caused the South Carolina authorities, allowed Mr. Brown to shave years of prison time off of his sentence. The result was a benefit called Wrestlerock to be held in Augusta, Georgia. Mr. Brown encountered racial resistance to the use of the Augusta Civic Center from their then manager who advised Hollander and me that he didn't want that damn nigger in his building. Ironically, that same venue now bears Mr. Brown's name.

12. Hollander did an exemplary job with that benefit under very adverse conditions. The Georgia police did not support the reduced sentence that Mr. Brown received and they boycotted the benefit. Regardless, Hollander made the event work despite significant threats of personal injury. The event cost Mr. Brown in excess of seventy thousand dollars out of his pocket. As a direct result of the benefit Mr. Brown received no jail time in South Carolina for those charges.

13. Before that event Hollander met a terminally ill girl named Katina Bryant (hereafter referred to as "Katina"). Katina attended the Wrestlerock event and met Mr. Brown. Katina touched Mr. Brown very deeply, and Mr. Brown insisted that the "I Feel Good" partnership between he and Hollander focus on helping Katina in her remaining days on earth. Mr. Brown took an advisory role and Hollander wrote a song that was recorded by Katina as was her wish.

14. Mr. Brown was sentenced to prison in December 12, 1988 for an unrelated charge. Hollander continued to actively work for Katina and on other charitable endeavors even after Mr. Brown went to prison. Hollander later moved to Illinois.



15. In 1991 when Mr. Brown came out of prison his career became more lucrative than it had ever been. He made over one million dollars with his first concert. Yet Mr. Brown never forgot his partnership with Hollander and what it meant to needy and underprivileged children. Although estranged, Mr. Brown continued to be inspired by his relationship with Hollander and by the memory of Katina. They inspired him to help all needy and underprivileged children.

16. Mr. Brown never ceased talking about educating needy and underprivileged children. When the Georgia Educational Lotto commercials would come on television Mr. Brown would pause and say, "Mr. Dallas, that's what we're going to be doing." Mr. Brown never abandoned the original purpose of the trust announced at the Scottish Rites Hospital in Atlanta.

17. In 1999 I consulted, at Mr. Brown's request, with Hollander in Illinois about releasing the "Atlanta Be Rockin'" song again for the Atlanta Falcons. Mr. Brown would not have acted without Hollander's permission because it was a partnership asset.

18. In 1999 Mr. Brown contacted other counsel to set up a written trust that he named "The I Feel Good Trust" to continue the partnership's work for needy and underprivileged children. The first trust that he established in 1999 was restrictive in its insistence on specific educational institutions. Finally, a less restrictive trust was drafted and executed on August 1, 2000 (hereafter referred to as "the Trust"). I was named as one of three trustees in the final 2000 Trust. Mr. Brown left all of his intellectual property, rights to his likeness, and his residential home to fund the Trust.

19. In my opinion Mr. Brown looked at the August 1, 2000 Trust as an extension and fulfillment of, the partnership that he had with Hollander. The fact that he named that portion of the Trust "The I Feel Good Trust" was not a coincidence.

20. Affiant is over 18 years of age and is competent to testify to the above facts in a court of law and will do so if called upon to do so.

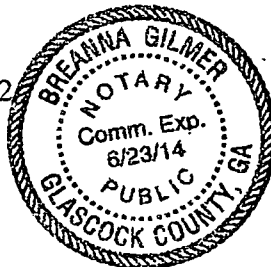
FURTHER AFFLIANT SAYETH NAUGHT


Albert Dallas

2-31-12
Date

SUBSCRIBED AND SWORN to
before me this 31st day of July, 2012


NOTARY PUBLIC



THE STATE OF SOUTH CAROLINA
In the Court of Appeals

APPEAL FROM AIKEN COUNTY
Court of Common Pleas

Honorable Doyet A. Early, III, Circuit Court Judge

Appellate Case No. 2013-001856

RECEIVED

MAY 13 2015

SC Court of Appeals

Applicant for intervention Jacquelyne Hollander Appellant/Appellant

v.

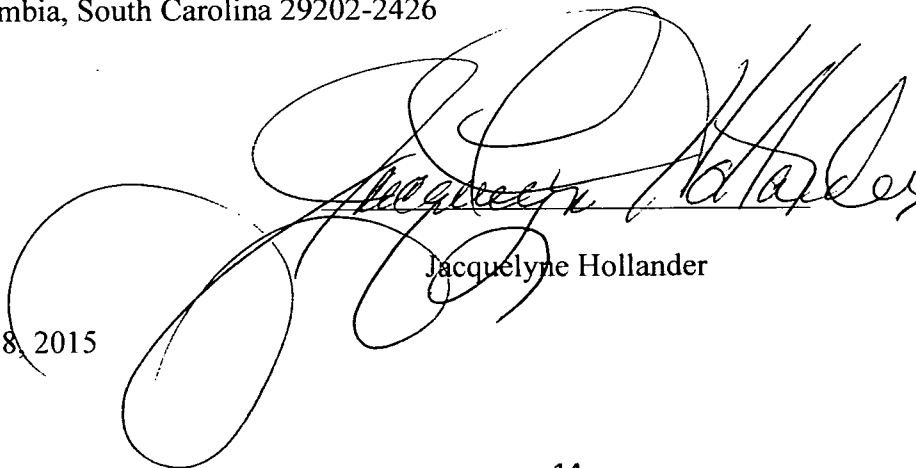
The Irrevocable Trust Established
by James Brown on August 1, 2000
and Russell L. Bauknight, as
Trustee of the Irrevocable Trust
established by James Brown on
August 1, 2000

Of whom Russell L. Bauknight is Respondent

PROOF OF SERVICE

The undersigned hereby certifies that she has served Appellant Jacquelyne Hollander's *Motion to Certify To South Carolina Supreme Court Under Rule 204 SCACR* dated May 7, 2015 in the above case on Respondent by depositing same in the U.S. Mail, postage prepaid, properly addressed to the below counsel on May 8, 2015:

J. David Black, Esq.
PO Drawer 2426
Columbia, South Carolina 29202-2426



Jacquelyne Hollander

May 8, 2015

COPY

1006

00025113-07

PRIORITY® ★ MAIL ★

 DATE OF DELIVERY SPECIFIED*

 USPS TRACKING™ INCLUDED*

 INSURANCE INCLUDED*

 PICKUP AVAILABLE

* Domestic



USPS TRACKING #



9114 9999 4431 4176 8535 97

WHEN USING
A CUSTOMER
LABEL MAIL

FROM:

Jacquelyne Hollander
1850 White Oak Drive
Algonquin, Ill. 60102

TO:

Jenny Abbott Kitchings
Clerk of the South Carolina Court of Appeals
1220 Senate Street
Columbia, S.C. 29201

RECEIVED

MAY 13 2015

SC Court of Appeals