

**EXHIBIT B**

Settlement Agreement effective November 13, 2015 executed by Tonya Brown a/k/a Sarah LaTonya Brown Fegan

FILED  
12.7.15  
*L. Godard*  
CLERK & G.S.  
*Anita Kincaid*  
Deputy Clerk *JK*

**SETTLEMENT AGREEMENT AND RELEASE**

This Settlement Agreement ("Agreement") is made and entered as of November 13, 2015 (the "Effective Date") by Petitioner, Tonya Brown, a/k/a Sarah LaTonya Brown Fegan her successors, heirs, agents, and assigns (hereinafter "Petitioner"); the Estate of James Brown, by and through its Personal Representative and Special Administrator, Russell L. Bauknight and its Limited Special Administrator, David C. Sojourner, Jr., ("Estate"); and the James Brown Irrevocable Trust, established by the Irrevocable Trust Agreement dated August 1, 2000, by and through its Trustee and Special Trustee, Russell L. Bauknight and its Limited Special Trustee, David C. Sojourner, Jr., ("Trust") (all parties to this Agreement collectively referred to as the "Parties").

**Recitations**

A. WHEREAS James Brown, Jr. ("Decedent") died on December 25, 2006 in the State of South Carolina, leaving a Last Will and Testament and Irrevocable Trust Agreement, dated August 1, 2000 ("2000 Will and Trust").<sup>1</sup> Petitioner is the natural child of Decedent's son Teddy Brown (deceased). An Application for Informal Probate of Will and Appointment of Personal Representative was filed on January 18, 2007.

B. WHEREAS on December 26, 2007, Petitioner filed Petitions to Set Aside the Informal Probate of the Last Will and Testament and the Trust Agreement, and on January 24, 2008 Petitioner filed Amended Petitions to Set Aside Informal Probate and Trust Agreement (the "Petitions"), civil action number 2008-CP-02-01647 (the "Litigation"). In the Petitions, Petitioner asserts the 2000 Will and Trust should be set aside on several grounds (Petitioner's "Claims"), including without limitation: (i) Decedent was unduly influenced; (ii) the Will and

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<sup>1</sup> Decedent also executed a Last Will and Testament and Irrevocable Trust Agreement dated June 15, 1999 (hereinafter, the "1999 Will and Trust").

Trust are the product of fraud exerted on Decedent; (iii) Decedent lacked testamentary capacity; and (iv) the Trust is illusory.

C. WHEREAS Decedent's 1999 and 2000 Will (Paragraph X) and Decedent's 1999 and 2000 Trust (Article XXI) both contain *in terrorem* or "no contest" clauses and pursuant to such clauses the Personal Representatives of the Estate and Trustees of the Trust responded to the Petitions, denying all allegations, seeking an order disinheriting Petitioner from the Estate and Trust, and seeking to have the 2000 Will and Trust probated.

D. WHEREAS limited written discovery has been conducted between the parties pursuant to a scheduling order issued by the Court of Common Pleas and the parties anticipate extensive discovery, including depositions of the parties and potential witnesses, and therefore, the parties are informed and believe that additional discovery will be time-consuming and expensive.

E. WHEREAS the Parties now seek to mutually and voluntarily end the pending Litigation before the initiation of additional litigation, including written discovery and lengthy depositions, which will undoubtedly vastly increase costs and expenses for Petitioner and the Estate and Trust.

NOW THEREFORE, in consideration of the mutual agreements and undertakings set forth herein, the sufficiency of which the Parties hereby acknowledge, the Parties hereby agree as follows:

**I. Releases**

**I.A. Release and Discharge of Bauknight and Sojourner.**

For the consideration set forth herein, Petitioner, her attorneys (in their representative capacity as counsel for Petitioner only), accountants, agents, representatives, and servants,

hereby release and forever discharge 1) Russell L. Bauknight, individually, and in his capacity as Personal Representative and Special Administrator of the Estate, and Trustee and Special Trustee of the Trust, together with his attorneys, accountants, agents, employees, partners, and associates; and 2) David C. Sojourner, Jr., individually and in his capacity as Limited Special Administrator of the Estate and Limited Special Trustee of the Trust, together with his attorneys, accountants, employees, partners, and associates from all claims, demands, obligations, actions, and causes of actions, whether known or unknown, of any kind whatsoever, existing as of the Effective Date of this Agreement, including without limitation all claims for breach of any duty, fiduciary or otherwise, they owe or may have owed directly or indirectly to Petitioner, her attorneys, accountants, agents, employees, partners, and associates.

**I.B. Release and Discharge of the Estate and Trust.**

For the consideration set forth herein, Petitioner, her attorneys (in their representative capacity as counsel for Petitioner only), accountants, agents, employees, partners, and associates, hereby release and forever discharge the Estate and Trust and all fiduciaries of the Estate and Trust (except as specifically set forth herein in Paragraph III.C) from all claims, demands, obligations, actions, and causes of actions, whether known or unknown, of any kind whatsoever, existing as of the Effective Date of this Agreement. This release expressly excludes the matters set forth in Paragraphs III (below), which Petitioner does not release, as more fully set forth therein.

**I.C. Dismissal with Prejudice of all Challenges to Will and Trust**

For the consideration set forth herein, Petitioner, her attorneys, accountants, agents, representatives, and servants, hereby relinquish all challenges, claims, counterclaims and/or defenses they may have to the validity and/or enforceability of the 2000 Will and/or Trust, as

well as to the 1999 Will and/or Trust, including without limitation claims asserted in, or in any way related to, the aforesaid Litigation. As part and parcel of this release, Petitioner agrees not to participate in and/or support, directly or indirectly, any other party or parties' challenges to the validity and/or enforceability of the 2000 Will and/or Trust and/or the 1999 Will and/or Trust. Petitioner agrees that if one or both of the 1999 Will and Trust or the 2000 Will and Trust are held by the Court to be valid, Petitioner will not object to such validity, move to vacate, move to modify, and/or appeal the Court's finding in any way.

In furtherance of this release, Petitioner agrees to immediately dismiss her Claims and the Litigation as a whole, with prejudice, execute the Consent Order of Dismissal attached hereto as Exhibit 1, and take whatever action and/or sign whatever documents are necessary to dismiss with prejudice the Claims and/or challenges she has asserted in the Litigation.

This Agreement does not require Petitioner to withdraw from Case Nos. 2013-CP-02-02849, 02850, or 02851 (the "Other Estate Litigation"). The Estate and Trust do not and will not represent Petitioner's interests in connection with the Other Estate Litigation and will not seek court authorization to do so.

**LD. Release and Discharge of Petitioner.**

For the consideration set forth herein, the Estate and Trust hereby release and forever discharge Petitioner, her attorneys, accountants, agents, employees, partners, and associates, from all claims, counterclaims, demands, obligations, actions, and causes of actions, whether known or unknown, existing as of the Effective Date of this Agreement, related to any interest Petitioner may have or assert in the Estate or Trust.

The Parties expressly exclude from this release and discharge the Debt and related May 20, 2008 Security Deed and Note ("Note") between the Estate and Vanisha Brown, Larry Brown,

Deanna J. Brown Thomas, Yamma N. Brown Lumar, Daryl J. Brown, and Tonya Brown for the property located at 2506 Parkway Drive, Augusta, Georgia 30904. This Agreement does not affect either the Estate's rights or the Petitioner's obligations reflected therein.

**II. Warrant of Non-assignment.**

Petitioner hereby expressly affirms and warrants she has not assigned, pledged, encumbered, disclaimed or otherwise transferred any interest as a beneficiary of the 1999 Will and Trust or the 2000 Will and Trust and/or any claims or interests released by this Agreement.

**III. Exclusions from Release and Discharge**

Notwithstanding the forgoing releases set forth in Section I, the Parties agree those releases do not release the following claims, which Petitioner expressly reserves and maintains.

**III.A. Rights as Intestate Heir**

Petitioner is not releasing her claims or rights as an intestate heir and specifically retains her right to claim as intestate heir if the Court finds that the Decedent died intestate or that any portion of Decedent's estate passes through intestacy.

**III.B. Claims to Educational Funds**

The Parties acknowledge that nothing herein shall act in any way to release any claims and/or any interests she or her children may have in receiving proceeds for educational expenses from the Brown Family Education Trust Agreement and/or any trust fund that may exist under James Brown's 1999 and/or 2000 Will and Trust for the purpose of supporting the education of Grandchildren of James Brown ("Brown Family Education Trust"). Payments from the Brown Family Education Trust to its beneficiaries shall be determined and made pursuant to the terms of the Trust, but the Parties agree qualifying claims for education expenses that were incurred

prior to the Effective Date shall be given equal consideration to qualifying claims for education expenses that are incurred following the Effective Date.

### **III.C. Copyright Termination Rights**

Petitioner does not in any way settle, release, waive, or encumber any rights or interests that she may have with respect to termination rights under the Copyright Act, 17 U.S.C. §§ 203(a), 304(c), 304(d) regarding James Brown's music and/or any other intellectual property rights.

### **III.D. Claims against Adele Pope**

Petitioner does not release any and all claims she has against Adele Pope.

### **IV. Exchange of the Monetary Consideration for the Settlement**

In consideration of the foregoing release and discharge and upon the execution of this Agreement, the Estate agrees to the exchange of consideration in the total amount of Thirty Seven Thousand Five Hundred (\$37,500.00) Dollars (the "Settlement Sum"). The Estate agrees to pay the Settlement Sum by check delivered to Itriss Jenkins within thirty (30) days of the Effective Date, or, if applicable, the Court's approval of this Settlement, whichever is later.

### **V. Settlement Contingent upon Settlement with Vanisha Brown, Larry Brown, Deanna J. Brown Thomas, Jason Brown Lewis, Yamma N. Brown Lumar, individually and on behalf of her minor children Sydney Lumar and Carrington Lumar**

The Parties agree this Settlement is expressly contingent upon the Estate and Trust entering into a binding settlement with Vanisha Brown, Larry Brown, Deanna J. Brown Thomas, Jason Brown Lewis, Yamma N. Brown Lumar, individually and on behalf of her minor children Sydney Lumar and Carrington Lumar on the same terms as set forth herein, with total monetary consideration in the amount of \$150,000.

**VI. Adequate Consideration – Denial of Liability**

The Parties agree and acknowledge that the releases and payments set forth in this Agreement will constitute full, complete, final, and binding compromise and satisfaction of the pending Litigation, and shall not be considered an admission of any liability by any of the Parties.

The Parties specifically deny any liability, fault, responsibility, or wrongdoing and assert that no past or present wrongdoing, fault, responsibility or liability on the part of any of the Parties shall be implied by the releases and negotiations contained in this Agreement. The Parties further agree they are entering into this Agreement to eliminate any cost of potential claim(s) or actions asserted by the Parties related to or in any way arising out of the Litigation and/or other released matters.

The Parties agree and acknowledge this Agreement and the settlement represented by this Agreement do not establish or constitute evidence that any Party or Parties are a prevailing party in the Litigation or any other litigation involving the Estate.

**VII. Covenant Not to Sue**

Petitioner further covenants that she, individually or collectively, on behalf of her heirs, assigns, successors, agents, and/or anyone acting on her behalf, will not initiate, participate in, file or assert any action, proceeding, lawsuit, claim, or cause of action (whether common law, statutory, regulatory, federal, state, legal, or equitable) against the Estate or Trust, or any individual representing the Estate or Trust, in any capacity, for any event, transaction, or occurrence related to or arising from the past conduct arising out of or related to the aforesaid Litigation. This covenant not to sue is intended to have the broadest interpretation possible and

shall absolutely prohibit Petitioner from any further action or proceeding against the Estate or Trust, or any individual representing the Estate or Trust.

**VIII. Cooperation on Potential Court Approval**

Should the Court require this Settlement be submitted to the Court for approval or should the LSA in his sole discretion determine Court approval is in the best interest of the Estate, the Parties agree to support approval of this Agreement through appropriate documentary filings and/or testimony as the Court and/or LSA may reasonably direct and that, in such event, this Agreement is expressly contingent upon such Court approval.

**IX. Representation of Comprehension of Document**

In entering into this Agreement, each Party agrees such Party is aware of and assumes the legal, insurance, and tax consequences this Agreement may have upon such Party, that the terms of this Agreement have been completely read by the Parties, that each Party has discussed this Agreement with such Party's attorney; and that the terms of this Agreement are fully understood and voluntarily accepted by the Parties.

**X. Change of Law or Facts**

All Parties hereto expressly acknowledge that other, new, or supplemental facts, information, and/or causes of action that either may now exist or that may arise or become known in the future could cause them to evaluate the underlying facts or their positions differently than as of the Effective Date of this Agreement. Each Party expressly agrees, and specifically assumes the risk, that if facts, information, and/or causes of action related to the matters covered by this Agreement are found hereafter to be other than, in addition to, or different from, the facts, information, and/or causes of action now believed or assumed to be true by either or all parties, this Agreement shall nonetheless remain in full force and effect.

**XI. Non-Reliance**

No Party relies or has relied on any statement, representation, omission, inducement, or promise of any other party (or any officer, agent, employee, representative, or attorney for any other party) in executing this Agreement, except as expressly provided for herein.

**XII. Documents**

The Parties agree to cooperate fully and to execute any supplementary documents and take all additional actions that may be necessary or appropriate to give full force and effect to the basic terms and intent of this Agreement, including but not limited to:

XI.A. Motion to Dismiss the Claims and the Litigation as a whole, with prejudice;

XI.B. Consent Order of Dismissal (attached hereto as Exhibit 1);

**XIII. Governing Law**

This Agreement is entered into in the State of South Carolina, and the Parties hereby agree that it shall be construed and interpreted in accordance with the laws of South Carolina.

**XIV. Counterparts**

The Parties agree that this Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

**XV. Modifications**

This Agreement may not be altered, amended or modified, except in a suitable writing signed by each of the Parties.

**XVI. Duty to Cooperate**

Petitioner specifically acknowledges and agrees that they will cooperate with the Estate and Trust in any and all continuing matters and proceedings concerning the Estate and Trust of James Brown and will reasonably and timely respond to all requests of the Estate and Trust. Petitioner specifically further acknowledges and agree that they will not cooperate with Adele J. Pope, Albert H. Dallas, David G. Cannon, Joel A. Katz, Tommie Rae Hynie Brown, or Frank Copsidas in any and all continuing matters and proceedings concerning the Estate and Trust of James Brown.

**XVII. Enforceability**

The Parties agree that this Agreement is a binding legal document pursuant to Sections 62-3-101, *et seq.* of the *South Carolina Probate Code*. The Parties hereby consent to the entry of this Agreement into the record through submission by any Party or their counsel to the Court and agree that such submission will fully satisfy the requirements set forth in Rule 43(k) of the *South Carolina Rules of Civil Procedure*, and, in particular, those necessary to make this Agreement binding and enforceable.

If any provision of this Agreement is held to be unenforceable, such holding shall not affect the enforceability of any other provision of the Agreement.

**XVIII. Acknowledgement**

**THE PARTIES AGREE AND ACKNOWLEDGE THAT EACH HAS READ THE FOREGOING AGREEMENT CAREFULLY, FULLY UNDERSTAND ITS TERMS, AND ARE ENTERING INTO THIS AGREEMENT VOLUNTARILY, OF THEIR OWN FREE WILL, AND WITHOUT ANY COERCION, UNDUE INFLUENCE, THREAT OR INTIMIDATION OF ANY KIND OR TYPE WHATSOEVER.**

WHEREFORE, the Parties acknowledge that this Agreement is meant as a full and final settlement; that the Parties voluntarily agree to the terms set forth herein, and that they freely and without reservation or duress enter into this Agreement.

**[SIGNATURES ON FOLLOWING PAGES]**

SIGNATURE PAGE

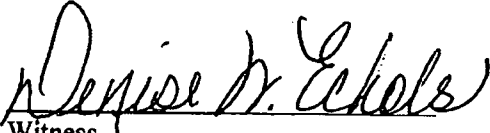
(1 of 3)

I So Agree and Release:

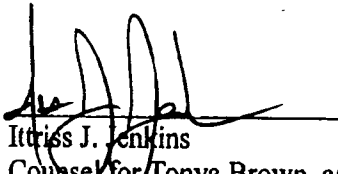
  
Tonya Brown, a/k/a Sarah LaTonya Brown Fegan

Date: 11/13/2015

  
Witness

  
Witness

As Counsel for Tonya Brown, a/k/a LaTonya Brown Fegan and not as a Party to the Agreement

  
Itriss J. Jenkins  
Counsel for Tonya Brown, a/k/a Sarah LaTonya Brown Fegan

SIGNATURE PAGE

(1 of 3)

**I So Agree and Release:**

\_\_\_\_\_  
**Tonya Brown, a/k/a Sarah LaTonya Brown Fegan**

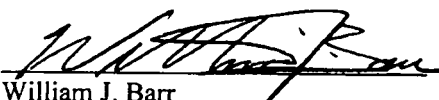
Date: \_\_\_\_\_

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Witness

**As Counsel for Tonya Brown, a/k/a LaTonya Brown Fegan and not as a Party to the Agreement**

\_\_\_\_\_  
Ittriss J. Jenkins  
Counsel for Tonya Brown, a/k/a Sarah LaTonya Brown Fegan

  
\_\_\_\_\_  
William J. Barr  
Counsel for Tonya Brown, a/k/a Sarah LaTonya Brown Fegan

SIGNATURE PAGE  
(2 of 3)

I So Agree:

\_\_\_\_\_  
**Russell L. Bauknight, as Personal Representative  
and Special Administrator of the Estate of James  
J. Brown, Jr., and Trustee and Special Trustee of the  
Irrevocable Trust Agreement, u/a/d August 1, 2000**

Date: \_\_\_\_\_

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Witness

**As Counsel for Russell L. Bauknight and not as a Party to the Agreement**

\_\_\_\_\_  
**J. David Black  
Counsel for Russell L. Bauknight, as Personal Representative  
and Special Administrator of the Estate of James J. Brown, Jr.,  
and Trustee and Special Trustee of the Irrevocable Trust  
Agreement, u/a/d August 1, 2000**

SIGNATURE PAGE

(3 of 3)

I So Agree:

\_\_\_\_\_  
**David C. Sojourner, Jr., as Limited Special  
Administrator of the Estate of James J. Brown, Jr.,  
and as Limited Special Trustee of the Irrevocable  
Trust Agreement, u/a/d August 1, 2000**

Date: \_\_\_\_\_

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Witness

As Counsel for David C. Sojourner, Jr. and not as a Party to the Agreement

\_\_\_\_\_  
**John F. Beach  
Counsel for David C. Sojourner, Jr., as Limited Special  
Administrator of the Estate of James J. Brown, Jr., and  
Limited Special Trustee of the Irrevocable Trust Agreement,  
u/a/d August 1, 2000**