

THE STATE OF SOUTH CAROLINA

In the Court of Appeals

APPEAL FROM AIKEN COUNTY

Court of Common Pleas

Doyet A. Early, III, Circuit Court Judge

Trial Court Case No. 2008-CP-02-01647

Appellate Case No. 2016-001373

RECEIVED

JAN 12 2017

SC Court of Appeals

In Re: The Estate of James Brown a/k/a James Joseph Brown

The Estate of James Brown; James Brown Irrevocable Trust Agreement, u/a/d August 1, 2000, by and through its fiduciaries Russell L. Bauknight, Personal Representative and Trustee, and David C. Sojourner, Jr., Limited Special Administrator and Limited Special Trustee, Respondents, and

Tonya Brown a/k/a Sarah LaTonya Brown, Vanisha Brown, Larry Brown, Deanna J. Brown Thomas, Jason Brown Lewis and Yamma N. Brown Lumar, individually and on behalf of her minor children, Sydney Lumar and Carrington Lumar, Respondents, and

Daryl Brown and Terry Brown, Respondents below,

Of whom Terry Brown is the Appellant.

RECORD ON APPEAL, VOLUME IV OF IV

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In the Matter Of:

Brown, James a/k/a James Joseph v
In Re: The Estate of

H Dewain Herring Jr - Videotape
November 18, 2015

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STATE OF SOUTH CAROLINA
COUNTY OF AIKEN
COURT OF COMMON PLEAS
IN RE: CASE NO. 2008-CP-02-1647
THE ESTATE OF JAMES BROWN
A/K/A JAMES JOSEPH BROWN,
VIDEOTAPED
DEPOSITION OF: H. DEWAIN HERRING, JR.
DATE: November 18, 2015
TIME: 9:30 a.m.
LOCATION: Kirkland Correctional Institution
4344 Broad River Road
Columbia, South Carolina
TAKEN BY: Counsel for David C. Sojourner
REPORTED BY: ANGELA D. ZUVER,
Court Reporter

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Stephen M. Slotchiver



David C. Sojourner

(INDEX AT REAR OF TRANSCRIPT)



1 been, if I'm allowed to presume, a copy of the
2 executed last will and testament that had been
3 forwarded earlier by Ms. Anthony of Mr. Dallas'
4 office. And the reason I say that, too, is that
5 it's a -- she had enclosed a copy of the executed
6 last will and testament and this copy is clearly
7 executed, signed, witnessed, notarized.

8 Q. Okay.

9 A. So I could -- so this Exhibit 6, I
10 believe, my best testimony would be enclosed this
11 will contained in Exhibit 7 and I reviewed it and
12 prepared the abstract. --

13 Q. Okay.

14 A. -- attached to the front of it
15 identified as Exhibit 7.

16 MR. BEACH: Okay. So I'm going to have
17 that placed in as the next deposition exhibit.

18 (EXH. 8, Handwritten notes, was marked
19 for identification.)

20 BY MR. BEACH:

21 Q. Okay. The next thing --

22 A. Excuse me one minute.

23 I'm sorry. Yes, sir.

24 Q. So the next document I'm going to show
25 you has been marked as Exhibit 8. I'd like you to

1 spend a few minutes reviewing that before I ask you
2 any questions about it.

3 A. Yes, sir.

4 Q. Okay. Is this your handwriting?

5 A. Yes, sir.

6 Q. Okay. And what is this document?

7 A. This is handwritten notes of mine that
8 I made referencing the client or file of James
9 Brown dated February 26th of 1997, and it would --
10 it's on a -- a notepad that I devised myself,
11 created. I always created different documents and
12 maybe tried to put a little -- make it a little
13 more efficient, some of my work.

14 Q. All right.

15 A. And -- and I have a note on it --
16 several notes on it, as a matter of fact, having to
17 do -- that I made from a discussion -- or being
18 told information.

19 MR. MICHEL: Could you just repeat that
20 answer? I didn't hear you. I'm sorry.

21 THE WITNESS: I'm sorry. I'm hard of
22 hearing as well as having my eye surgery. So I'm
23 with hearing aids, but they're not very --

24 MR. MICHEL: Could you just repeat your
25 last answer?



1 THE WITNESS: That this is -- how far
2 bark? The whole -- the entire answer?

3 MR. MICHEL: No, just how you came to
4 put this information on the pad.

5 THE WITNESS: Okay. I said it was
6 written by me and it was apparently from
7 information that I had received from different
8 people, somebody or Mr. Brown or one of his
9 advisors or all of them, on what I perceived that I
10 was being told by these people. Notes to myself.

11 BY MR. BEACH:

12 Q. Uh-huh.

13 So next to the words, state this, would
14 you please read what you wrote down on that page
15 for me during -- on that immediate -- those
16 immediate words right there?

17 A. It begins, state this. That's a note
18 to myself just to help remind me to do something.

19 Q. Uh-huh.

20 A. Educate poor persons of all race, creed
21 or color. This is not to mean only minorities.
22 And then I said, national origin or religious
23 persuasion. It's -- really the note translated
24 would be to educate poor persons of all race, creed
25 or color, not only minorities, but all persons.

1 regardless of national origin or religious
2 persuasion or otherwise, is something that I would
3 have ended up saying, or close thereto.

4 Below that I made a note that -- the
5 next line, my request is that my trustees and PRs
6 not talk about trashy things.

7 Q. Who told you that?

8 A. James Brown.

9 Who told me that? Is that what you
10 said?

11 Q. Yes, it is.

12 A. Yeah. Mr. Brown.

13 Q. Okay. How did these things relate to
14 James Brown's estate plan, if at all?

15 A. These -- this --

16 Q. The things you just read, yes.

17 A. Well, that was -- well, the sum and
18 substance is that the -- the first few -- first
19 sentence or so is pretty critical, to educate poor
20 persons of all race, creed, color regardless of
21 whether it was minorities, meaning specifically
22 African-Americans, black.

23 Q. Okay.

24 A. I mean, he wanted to expand that
25 class --

1 Q. Uh-huh.

2 A. -- and take care of poor children who
3 needed financial assistance and who were both
4 wanting an education and capable of seeking it, you
5 know, maintaining their good grades, had the
6 desire, the motivation --

7 Q. Uh-huh.

8 A. -- if you will, and to be open about
9 it.

10 Q. Okay.

11 A. And no -- no particular sect, culture,
12 race, creed, color. Just to educate people.

13 Q. Okay.

14 A. Especially children, youth, young
15 adults. I mean, that's what all that sprang into.

16 Q. Right.

17 A. This was the genesis of it, I would
18 think --

19 Q. Okay.

20 A. -- that -- that underlined his thought
21 processes.

22 Q. And his thought process involving what?

23 A. What to do with his assets and his --
24 his bounty, if you will, his -- what he -- what he
25 wanted to do with his assets and the estate that he



1 had.

2 Q. Okay.

3 A. Which he knew. He expressed to me what
4 he wanted, which is what I wrote here, to educate
5 all these people. I won't repeat it unless you
6 want me to.

7 Q. Uh-huh. Yeah.

8 A. With the class of folks, to provide for
9 that and to ensure that that was done for a long,
10 long time, to -- as it developed, it would be to
11 ensure a legacy --

12 Q. Uh-huh.

13 A. -- of James Brown that was good,
14 that -- I -- it -- it really kind got into, keep
15 JB's name alive, keep JB's name alive. Keep James
16 Brown's name alive is where it ended up and he
17 wanted to do something he thought was constructive
18 and beneficial.

19 Q. Okay.

20 A. To contribute back, I guess, to -- not
21 I guess. I mean, I know, but to make a
22 contribution.

23 Q. Okay.

24 A. A meaningful contribution to help
25 people.



1 with who his children were and who he wanted to
2 benefit and who he didn't want to benefit.

3 Q. Uh-huh.

4 A. And he left the rest of it, I guess, to
5 me to do it my legal way.

6 Q. All right. You mentioned closing the
7 class with regard to grandchildren. Did James
8 Brown have any intent regarding his estate plan as
9 far as closing the class regarding his children?

10 MR. SHAHID: Object to the form of the
11 question.

12 MR. MICHEL: Objection. John, do you
13 want to lay a -- so we don't go through what we
14 just went through, if you're going to show him
15 something else, that may speed it along.

16 BY MR. BEACH:

17 Q. Is there anything on this document that
18 has been -- that is Exhibit 8 that indicates to you
19 any intention with regard to the class or closing
20 the class for James Brown's children?

21 A. On -- on -- yeah. It's here. I wrote,
22 I have no other children that are in addition to my
23 children named this the document or named in this
24 trust, is what I said. So he was -- I thought he
25 was intent, yes, on closing the class as to the

1 children. Like I said, he wanted to know and I
2 wanted to know, you know, who are we talking about,
3 what -- who do you want to be the beneficiary?
4 What do you want? And I -- I thought what he
5 wanted to was to say, okay, this is now, these are
6 the people I want to be the beneficiaries of this
7 trust that you're providing, Mr. Herring. And I
8 said, well, Mr. Brown, we'll get that done. You
9 just tell me what you need and what you want. And
10 so we attempted to -- to -- I don't want to say a
11 limited class of -- really to define the class of
12 beneficiaries that he wanted, and part of my
13 charge, my mission by him was to not leave it open
14 that others could come in or attack their way in or
15 get to those assets, that he would know that this
16 much that I have is going to be used for this group
17 of people or things or education and be at mind
18 that that's it.

19 And many times when you -- when you
20 prepare a document like that, at least myself, I
21 always get a little -- I guess I'm cautious or get
22 a little anxious about, I hope I've done this -- I
23 hope I've closed this class, I hope that, you know,
24 I haven't left something undone, and that was
25 pretty paramount, I thought, on his mind.



1 Q. As of the February 26, 1997 date of
2 these notes, Exhibit 8, was Mr. Brown hesitant,
3 uncertain or unclear about his overall goals for
4 the estate?

5 MR. SHAHID: Objection.

6 MR. MICHEL: Object to the form.

7 THE WITNESS: No, not to me.

8 Was he unclear?

9 BY MR. BEACH:

10 Q. Was he unclear?

11 MR. SHAHID: Objection.

12 MR. MICHEL: Objection to the form.

13 BY MR. BEACH:

14 Q. Well, let me ask you this. Was he --
15 during that -- as of that time, did you -- was
16 it -- did -- did he express to you a clear or
17 unclear expression of his overall intent regarding
18 how he wanted his estate to be put together and the
19 goals of the estate?

20 MR. SHAHID: Objection.

21 MR. MICHEL: Object to the form.

22 Please answer the question. We'll move on.

23 THE WITNESS: It was very clear to me,
24 and he made sure that it was clear, and he repeated
25 it several times. You know, not on and on and on,



1 but, I mean, he made -- he made it clear that,
2 look, get this, Herring. This is what I want. How
3 you do it, that's what I've got you for. This is
4 what I want and what I need to have happen. I'm
5 just going to say that, okay, you'll do it. And he
6 wanted me to understand that, and I did.

7 And, you know, interestingly enough, me
8 saying that and -- here at any time just does not
9 give the -- the presence of what was really going
10 on in anything. We all know that, but when -- when
11 James Brown spoke -- when Mr. Brown spoke, nobody
12 spoke. You mentioned earlier about talking on top
13 of each other, but he didn't --

14 BY MR. BEACH:

15 Q. Okay. If you could, tell us -- tell us
16 about how Mr. Brown expressed himself when he was
17 around you during this part of the engagement.

18 MR. MICHEL: Object to the question --
19 the form of the question, laying a foundation.

20 You can answer it.

21 BY MR. BEACH:

22 Q. Did Mr. Brown express himself to you
23 about his goals with the estate up to and around
24 the February 26, 1997 date?

25 MR. SHAHID: Object.



1 THE WITNESS: Well, the -- okay. From
2 the time that I met James Brown he really impressed
3 me -- or my impression of him was that he was a man
4 that was in charge. He wanted to be in charge, and
5 he was in charge, and if you didn't know that he
6 was in charge he'd tell you. Everyone that I ever
7 met with or talked with or just saw in passing
8 going through his organization, a lot of people, he
9 was clearly the man and was very respectful.
10 Everyone in the organization was, as a matter of
11 fact. Everyone referred to each other as Mr. or
12 Ms. or Mrs. I mean, it was a titled existence,
13 very polite.

14 But he was -- he was -- he was not --
15 not a dictator, but he was a -- he was the boss.
16 He was the man in charge and he could express
17 himself very clearly, briefly, sometimes bluntly,
18 and he wasn't really challenged a great deal when
19 he got down to making his point. And he -- I
20 thought he always knew what he wanted. He
21 commanded respect. He didn't demand respect, he
22 commanded respect. There's a difference to me.

23 And if I might, I will say that the
24 first time I met him personally -- I'd seen him
25 before in concert, but we were in a room a little



1 smaller than this waiting on him. And so he comes
2 in and he's got -- like I say to myself that he --
3 he made his entrance, and dressed in all black,
4 shoes, pants, shirt, hair fixed to -- you know, I
5 mean, he was an immaculate person, but -- gold
6 medallion and such. But it was like he has
7 arrived. You know, here's the man. And everybody
8 kind of sat up a little bit, came to attention and,
9 if you will, he held court.

10 It was a very giving, exchanging type
11 thing. I mean, nobody was intimidated, but I
12 thought he -- he knew what he wanted and he went
13 about his business. He didn't tarry.

14 (EXH. 9, Handwritten notes, was marked
15 for identification.)

16 BY MR. BEACH:

17 Q. I'm going to show you the next exhibit,
18 which is --

19 MR. MICHEL: John, before you move on,
20 I think we object to Number 8 coming in. I don't
21 know if you tried to put number eight in, just as a
22 housekeeping matter.

23 MR. BEACH: I am -- I am putting Number
24 8 into evidence, yes.

25 MR. SHAHID: Subject to our objections



Notepad

Client/File James Brown Matter/Opposing _____

Date: Feb. 26th, 1997 Time: _____

Conference - telephone - long distance - various With: _____

Phone: _____ Fax: _____

*Educate poor persons of all race, creed,
color - There is not to mean minorities
national origin or religious persuasion*

*My request is that my T-steps + P.R. not talk
about these things*

3 2
Yes NO
Buy 1.5 1.5

*Ministerial business(es) run by Cannon
Administration by Cannon and Dallas*

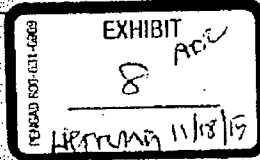
*David and Buddy have weighted voting - weighted
voting*

*I have no other children other in addition to
my children named in this*

25% educate 25% educate 50% 50%

*for
Administrative*

e.VomNotepad.796



LSA 000002

Notepad

Client/File _____ Matter/Opposing _____

Date: _____ Time: _____

Conference - telephone - long distance - various With: _____

Phone: _____ Fax: _____

50% ←

25%

25%

~~25%~~

Test for Poor
Children

(?) Irrevocable Trust F/B/O same provision
as LW & T

Simple Will with Power Provision to R/T/U

I do not acknowledge Armin
Cinamon Nicole
Parris allegedly born 10/4/68 unto
Lillian Lea Jensen. nor any other
person claiming to be my offspring.

Excerpts from the Volume II Deposition of H. Dewain Herring, Jr. and
Exhibit 8 dated December 9, 2015
Pages 775-826

In the Matter Of:

Brown, James a/k/a James Joseph v

In Re: The Estate of

H. Dewain Herring, Jr.

December 09, 2015

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1980 - 2015

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2 COUNTY OF AIKEN COURT OF COMMON PLEAS
3 IN RE:
4 CASE NO. 2008-CP-02-1647
5 THE ESTATE OF JAMES BROWN
6 A/K/A JAMES JOSEPH BROWN

7 VIDEOTAPED
8 DEPOSITION OF: H. DEWAIN HERRING, JR., VOL. II
9 DATE: December 9, 2015
10 TIME: 9:03 a.m.
11 LOCATION: Kirkland Correctional Institution
12 4344 Broad River Road
13 Columbia, South Carolina
14 TAKEN BY: Counsel for David C. Sojourner
15 REPORTED BY: ANGELA D. ZUVER,
16 Court Reporter

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David C. Sojourner

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(INDEX AT REAR OF TRANSCRIPT)



1 I -- I do know that I requested of
2 Mr. Dallas a copy of the will or an abstract -- I
3 mean the will that he had done, Buddy had done, and
4 prepared an abstract of it, and I don't believe
5 that that document was handed to me. I think that
6 document might have been mailed in or faxed in. I
7 believe, matter of fact, that's what I'm looking at
8 right now.

9 Now, I think that on the -- the '97 --

10 Q. What -- what exhibit are you looking
11 at, sir?

12 A. Feb 26, '97, Exhibit 8.

13 Q. Okay.

14 A. This -- this came from Mr. Brown. I
15 mean, I'm -- I'm making these notes I'm pretty
16 certain from him. This is where he tells me that
17 he -- I do not acknowledge Cinnamon Nicole --
18 Cinnamon Nicole Paris -- Paris allegedly born
19 October 4 of '68 unto Patricia Lee Jenson or any
20 other person claiming to be my offspring. The
21 trust for poor children, irrevocable trust -- okay.
22 Over here I made a note to state this client file
23 of James Brown -- this is my notepad that I created
24 for my own purposes, if I recall properly, blue in
25 color -- to educate poor persons of all race, creed

1 or color, not to mean minorities only, national,
2 region or religious persuasion, all. My trust --
3 my request is that my trustees and PRs not talk
4 about trashy things. That's a bit funny, something
5 funny we talked about, and that he wanted to be
6 businesslike and stay businesslike.

7 Q. All right. So what I'd --

8 A. So what I said here is that I tried --
9 I was explaining about what I viewed as the
10 difference between ministerial business management
11 and administrative business management, which you
12 and I might could have a better agreement on, of
13 the assistive services and information. It's a
14 difficult concept, but I did mention it, as I am --
15 was want to do. David and Buddy was to have the
16 weight -- voting authority. He said he didn't have
17 any other children. Oh. I needed to state that I
18 have no other children in addition to those in
19 here. I was told the -- the breakdown of
20 25 percent education, educate the grandchildren,
21 and 50 percent for administrative. That means fees
22 and expenses. And then this on the second page we
23 see, this little arrow would indicate to me that
24 this 25 percent upon determination of the trust
25 would pour over the trust to poor children. The

1 revocable trust -- they would have to track this
2 amount over. The revocable trust and the last will
3 they would have to track. I'd call it a fairly
4 simple will with pourover provisions. They're
5 really not particularly simple, but that would be
6 all right to use a revocable trust agreement. So
7 I'd say this would be one.

8 Q. All right. So Exhibit Number 8 would
9 consist of two pages; is that correct?

10 A. I would think, yes.

11 Q. All right. And you go to the very --

12 A. That's the proper identification, yes,
13 sir.

14 Q. Okay. Exhibit Number 8 is what you're
15 referring to; is that correct?

16 A. Right.

17 Q. All right.

18 A. What was I answering the question of,
19 please?

20 Q. And the date of the -- the date on this
21 Exhibit 8 is February 26, 1997; is that correct?

22 A. Yes, sir.

23 Q. Okay. The line underneath the date and
24 the time has the preprinted words, conference,
25 dash, telephone, dash, long distance, dash, various

1 with colon; is that correct?

2 A. Yes.

3 Q. Okay. Are any of those words,
4 conference, telephone, long distance, various, are
5 any of those marked off?

6 A. No. And that's not at all unusual with
7 me.

8 Q. And it would -- and the blank that
9 follows with, is that blank -- is that filled in as
10 well?

11 A. No, sir, but the client file is, and
12 then I go right into Mr. Brown's comments to my
13 satisfaction.

14 Q. My -- my question with you,
15 Mr. Herring, is this. The -- the client file is
16 filled in, the date is -- is filled in, but the
17 third line down is not filled in; is that correct?

18 A. That's correct.

19 Q. Okay. So --

20 A. Yes, sir. Nor is the phone number, nor
21 the fax number.

22 Q. All right. And so do you believe that
23 this document, Exhibit Number 8, are the notes that
24 you took after your very first meeting with
25 Mr. Brown in February of 1997?

1 A. Yes.

2 Q. Okay.

3 A. I would surmise that.

4 Q. Okay.

5 A. I think. At least I could be subject
6 to correction, but I believe this to be it, yes.

7 Q. All right. So we could establish then
8 that the two times you --

9 A. And then I followed with that '99
10 meeting we were talking about, I believe.

11 Q. February of 1999?

12 A. I think so, yes, sir.

13 Q. Okay. So those would be the two times
14 that you met with Mr. Brown that you can -- that --
15 that you can document or reference to us the date
16 on today's date?

17 A. Other than -- excuse me. But other
18 than attending his birthday party.

19 Q. Okay. That's fine.

20 A. Which was quite a treat.

21 Q. All right.

22 A. Several times.

23 Q. And I assume when you were attending
24 Mr. Brown's birthday parties you are not discussing
25 estate business with him?



1 or not you had reviewed what we've been loosely
2 calling the Herring file or the James Brown file.
3 And you've had a chance to review those documents,
4 correct?

5 A. This file?

6 Q. Yes, sir.

7 A. Yes, sir. I believe I told you I did.

8 Q. Okay. Have you reviewed any other
9 documents besides those documents in preparation
10 for your deposition today?

11 A. No, sir. No, sir.

12 Q. Okay. Have you -- have you talked to
13 anybody regarding your deposition prior to
14 November 18, 2015?

15 A. Only -- I talked about my deposition,
16 yes --

17 Q. All right.

18 A. -- to my attorney, Mr. Pope Johnson.

19 Q. Okay. Did you meet with Mr. Beach or
20 anybody from his firm?

21 A. And -- and then once Mr. Johnson, my
22 attorney, approved it, he made arrangements for me
23 to talk with Mr. Beach and Ms. Zwing.

24 Q. Okay. Did you have that meeting with
25 them?

1 A. I did.

2 Q. When did that meeting take place?

3 A. Prior to November 18. Probably that
4 bit in October, I would think. I don't have my
5 notes with me, but I wrote it down someplace. I
6 could tell you. I could confirm it.

7 Q. Okay. So sometime in October of 2015?

8 A. I would -- yes.

9 Q. Okay. And how many times did you meet
10 with Mr. Beach and his -- or members from his firm?

11 A. May -- maybe five.

12 Q. Okay. And how long --

13 A. I don't think any more than that.

14 Q. And how long did those meetings usually
15 last?

16 A. Two to maybe hour fours, depending
17 on -- maybe two to four.

18 Q. And they took place here?

19 A. Yes, sir.

20 Q. Okay.

21 At any point in -- did you talk with
22 anybody between November 18, 2015 and today's
23 continuation of your deposition?

24 A. No, sir.

25 Q. Did you talk to your -- your lawyer?

A W R

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H. DEWAIN HERRING, JR. - EX. BY MR. DONSBACH

1 Q. Good. I'm -- I'm John Donsbach and I
2 represent Terry Brown. And I wanted to follow up
3 on some of the questions that they've had in this
4 matter.

5 In your 35 years, roughly, of
6 practicing law, how many estate planning documents
7 or wills did you review, draft, look at?

8 A. You said reviewed, draft, read?

9 Q. Sure.

10 A. Well, I don't know how many thousands,
11 but...

12 Q. Suffice it to say it's a bunch?

13 A. Sir?

14 Q. Suffice it to say it's a lot?

15 A. Yes.

16 Q. Okay.

17 A. Well, you -- I -- I think you could
18 say -- probably round it off to say like 39,
19 40 years with all, and then so many per month,
20 yeah, it could very easily get up into many
21 thousands.

22 Q. So you've seen a lot of different
23 types --

24 A. I'd say -- I know over ten.

25 Q. So you've seen a lot of different types

1 H. DEWAIN HERRING, JR. - EX. BY MR. DONSBACH
of these --

2 A. I don't know if I -- it could be more
3 than that, sir.

4 Q. You've seen a lot of different types of
5 provisions, language -- you're familiar with the
6 different types of provisions and language that
7 would go in these documents?

8 A. Yes, sir.

9 Q. Okay.

10 A. I am.

11 Q. And you are familiar with what a will
12 or a trust does for an individual, and what -- let
13 me rephrase that. What does a will or trust
14 reflect of an individual?

15 A. What that individual wants, what that
16 individual's -- if they're living, what his current
17 inter vivos, we call it living, wishes and desires
18 are, at death what he wants to happen and how to
19 have -- manage and handle the remaining assets and
20 the affairs of his estate and those properties in
21 which he has an interest and wishes to give -- pass
22 along or protect toward the objects of his
23 affection or his heirs, loved ones, beneficiaries,
24 those who he chooses to make a beneficiary.

25 Q. Would -- would a fair word to



1 H. DEWAIN HERRING, JR. - EX. BY MR. DONSBACH
2 characterize all that be intent, his intent or her
3 intent?

4 A. Testamentary intent, yes.

5 Q. Okay. And in your years of practice
6 you are familiar, I assume, with the lawyer's
7 standard of testamentary capacity and what's
8 required of that?

9 A. Yes, sir.

10 Q. Okay. And you are familiar with
11 capacity and ability to execute a will?

12 A. Yes, sir.

13 Q. You were familiar with the idea that a
14 lawyer has to determine whether somebody is both
15 physically and mentally fit to execute a will?

16 A. I do.

17 Q. Did you ever have occasions in your
18 practice where you questioned that?

19 A. Were there occasions you said?

20 Q. Yes. I'm sorry.

21 A. Yes.

22 Q. Okay. Were there occasions in your
23 practice where you didn't execute documents because
24 you didn't think that they had the intent?

25 A. Yes, sir.

Q. And you indicated that you'd met James

1 H. DEWAIN HERRING, JR. - EX. BY MR. DONSBACH
Brown several times in this case?

2 A. Yes, sir.

3 Q. Both professionally and then several
4 times socially as well, correct?

5 A. Well, yes, but -- yes. I mean, it was
6 like at birthdays parties that he would have in
7 Augusta from different times, yes.

8 Q. So --

9 A. There were a lot of people around. I
10 was just a participant.

11 Q. You felt -- did -- did you feel that
12 you were familiar enough with his mental and
13 physical capacities after those meetings?

14 MR. SHAHID: Object to the form of the
15 question.

16 THE WITNESS: I did.

17 BY MR. DONSBACH:

18 Q. Okay. And let -- let me rephrase that.
19 What -- what concerns, if any, did you have after
20 those numerous meetings with Mr. Brown about mental
21 capacity?

22 A. I didn't have any.

23 Q. What about physical capacity?

24 A. I didn't have any.

25 Q. Okay. And in developing Mr. Brown's

1 H. DEWAIN HERRING, JR. - EX. BY MR. DONSBACH
2 estate plan were there ever any times that you were
3 concerned about that?

4 A. No, sir.

5 Q. And in the discussions and all the
6 notes and other things that you have gone through
7 in this did you ever have any questions about what
8 his intent was?

9 MR. SHAHID: Object to the form of the
10 question.

11 THE WITNESS: No, I did not, but let me
12 clarify that concern for a moment. My role as a
13 lawyer in representing clients of estate matters
14 and trustee matters is to do just that, be
15 concerned of what I am supposed to accomplish for
16 the client based on what the client thinks the
17 client wants and relays it to me to the point that
18 many years ago I adopted that question of, okay,
19 fine, let's stop a minute and let me tell you,
20 please, what I think you told me. I just want to
21 make sure that we understand because I'm -- I was
22 concerned that I wanted to get it right based on
23 what they wanted, not me, and based on what they
24 wanted and not somebody else, and I went to --
25 to -- personally I think I went to great lengths to
assure that. That was just part of my practice.

H. DEWAIN HERRING, JR. - EX. BY MR. DONSBACH
1 That's the way I was taught it.

2 Q. And do you believe you drafted those
3 documents for Mr. Brown to represent his intent?
4 Do you believe you -- those -- the -- the documents
5 represent exactly what you just said that you
6 drafted?

7 A. These documents?

8 Q. Yes.

9 A. Absolutely. Yes.

10 Q. Now, I want to -- I want to take you
11 to -- we talked about Exhibits 8 and 17 earlier.
12 So if you want to pull those out of the pile we
13 can -- we can talk about those.

14 A. I was trying to straighten them out
15 since someone rearranged my file. Which ones,
16 number --

17 Q. Number 8 and Number 17.

18 A. 8 and 17. That's over here.

19 MR. JOHNSON: That's Number 8. That's
20 8.

21 THE WITNESS: I have Number 8.

22 BY MR. DONSBACH:

23 Q. Okay.

24 A. And 17 is coming up. Yes, sir.

25 Q. Well, I -- I hand you those to help, I

1 H. DEWAIN HERRING, JR. - EX. BY MR. DONSBACH
2 guess, refresh your memory and recollection because
3 you said you produced all these documents in the
4 normal course and -- and that these were part of
5 your file and you kept them contemporaneously.
6 Based on those documents, your memory, your
7 meetings with Mr. Brown, what did James Brown tell
8 you he specifically wanted in his documents related
9 to his children?

9 A. That he had already felt that he had
10 taken care of the children and those matters and
11 provided for them, that that was not his primary
12 concern or really he -- he never really expressed a
13 great degree of concern to me about that. And I
14 just -- my discussion with him and what I had --
15 you know, you sense is that he had felt like he had
16 fulfilled a lot of obligations on that basis and
17 done his part. And he wanted to leave them some
18 personal properties, mementos, tokens of
19 appreciation, memorabilia, that type thing, and he
20 wanted to provide for education for his
21 grandchildren and children if they -- as in if they
22 needed it and provided -- well, he wanted them to
23 maintain -- to be maintained, to receive an
24 education, wanted something he never received and
25 found that he could not pursue because of the

1 H. DEWAIN HERRING, JR. - EX. BY MR. DONSBACH
responsibilities that he had, you know, as a youth
2 and young adult growing up, whatever path that he
3 came up, apparently fairly hardscrabble around
4 Augusta, Aiken, Barnwell area, and that he wanted
5 to not have -- he wanted to do kind of a minimum
6 thing, personal type, and then the rest of it, he
7 would take care of everything. And we didn't go
8 into a tremendous amount of discussion over that
9 because how many times can you say they're taken
10 care of, don't worry about them.

11 Q. What doubt, if any, do you have that he
12 intended to leave his personal property to these
13 six children listed in his will and only these six
14 children?

15 MR. SHAHID: Object to the form of the
16 question.

17 THE WITNESS: What doubt do I have
18 that's what he wanted to do?

19 BY MR. DONSBACH:

20 Q. Yes.

21 A. None.

22 Q. You're -- you're 100 percent certain
23 that his intent was to leave these six children his
24 personal property?

25 MR. SHAHID: Object to the form of the

1 H. DEWAIN HERRING, JR. - EX. BY MR. DONSBACH
question.

2 THE WITNESS: Yes, sir. And if I
3 wasn't certain of that I wouldn't have done the
4 document.

5 BY MR. DONSBACH:

6 Q. And I believe you testified earlier
7 that you believe that the will, which I think is
8 Exhibit 22, was intended to exclude anybody else?
9 I'm sorry. You -- you testified earlier that
10 under -- that Exhibit 22 was intended to exclude
11 anybody else; is that correct?

12 A. Did -- did intend to exclude?

13 Q. Was intended to exclude everyone else.

14 A. Yes.

15 Let me see 22. He wanted to include
16 those that he named and -- which was not very many
17 individual personal people. We've already gone
18 through that and my answer was that that was not
19 his primary concern. And then he wanted to exclude
20 others that he had not named or provided for in any
21 fashion in those documents to be excluded.
22 Absolutely, irrevocably excluded.

23 Q. That included any children born in the
24 future?

25 MR. SHAHID: Object to the form of the

1 H. DEWAIN HERRING, JR. - EX. BY MR. DONSBACH
question.

2 THE WITNESS: And I understood that --
3 I'm sorry. I just had some funny discussions
4 sometimes kind of. I enjoyed --

5 BY MR. DONSBACH:

6 Q. All right. Well, let me rephrase that.
7 Who did you think that meant to exclude?

8 A. To exclude.

9 Q. Yeah.

10 MR. MICHEL: Object to the form of the
11 question.

12 THE WITNESS: Everybody that he didn't
13 include. Children, wives, stepchildren, children
14 that might claim to be a child, imposters. If he
15 did not name them and he had not acknowledged them
16 in some fashion to me and in those documents he did
17 not want them to take anything, period. That's the
18 end of that story. I promise you.

19 And, you know, I -- and I'm satisfied
20 with that. Totally, absolutely satisfied.

21 MR. MICHEL: John, before you ask your
22 next question I concur with Mr. Shahid's objection,
23 but I think it would sound ridiculous if --

24 MR. DONSBACH: We'll just note that for
25 the record.

1 H. DEWAIN HERRING, JR. - EX. BY MR. DONSBACH
2 MR. BEACH: We'll go with the rule that
3 an objection of one is an objection for all.

4 MR. MICHEL: Thank you.

5 MR. BEACH: That's fine.

6 MR. SHAHID: Agreed.

7 BY MR. DONSBACH:

8 Q. Now, let me -- let me take you back to
9 your initial beginning of representation of
10 Mr. Brown, and -- and -- and maybe even further
11 back to -- to other planning clients. You
12 indicated earlier that you've met with a lot of
13 wealthy clients over the years, correct?

14 A. Yes, sir.

15 Q. Okay. And you've had clients with
16 varying levels of wealth and money?

17 A. Yes, sir.

18 Q. Okay. Was it unusual in your practice
19 to communicate to those clients through advisors or
20 other people?

21 A. No, sir.

22 Q. Okay. Tell me a little bit about that.
23 Tell me in your practice what would happen when
24 planning for folks like that.

25 A. I would make every effort I could to do
the best that I could to determine what the client

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1 H. DEWAIN HERRING, JR. - EX. BY MR. DONSBACH
2 wanted that I was doing the documents for, and that
3 could be by any number of ways. And it would be
4 from -- if you -- you have to go back a few years.
5 Some people in here remember when we did not have
6 fax machines and you could write a letter and
7 process it out that day and by the time it got
8 through the mail and back to you it would be a
9 week. So you could concentrate on other things,
10 but you'd gather information -- I would gather
11 information from all sources that I could that I
12 thought was pertinent.

12 Q. Would that include CPAs?

13 A. That could be family -- that could be
14 family members that -- when I say family members I
15 mean inclusive. Now, if there was a situation
16 where someone was going to be omitted or not
17 received, I -- I didn't comment -- I didn't talk to
18 them. I had the client -- I was very particular
19 about talking to the client. Now, if the client
20 told me that so-and-so was authorized I would
21 accept that. I did not have to at the time and
22 ever really document in -- in multiple page
23 documents that that client had authorized Mr. Jones
24 to speak for him. It was just I knew that he was
25 authorized to speak and it had not been a problem



1 H. DEWAIN HERRING, JR. - EX. BY MR. DONSBACH
and I accepted it.

2 Q. And along those lines, what -- let me
3 ask you this.

4 A. And so it would be CPAs, it would be
5 brokers, stockbrokers, bond traders, real estate
6 appraisers, forest -- timber foresters, private
7 businessman appraisers, art dealers. With the art
8 collections we could get into, you know, Steuben
9 glass, crystal, Behrenbergs, those type things.
10 And the artifacts, I would just gather as much
11 information as I could and consolidate it all
12 together and I'd be directed by certain people.
13 You know, if you're talking about through the
14 years, I mean, I guess the answer would be I got it
15 from all kind of places you could imagine --

16 Q. All right. Well, in this particular
17 matter, what --

18 A. -- and persons you could imagine.

19 Q. -- what instructions did Mr. Brown give
20 you as far as who you should communicate with in --
21 in working on his matter?

22 A. He made it clear to me that Mr. --
23 Judge Bradley and Mr. Dallas, Buddy Dallas, and
24 Mr. Cannon were his three primary spokespersons and
25 that he relied upon them and that if there were any

1 H. DEWAIN HERRING, JR. - EX. BY MR. DONSBACH
2 other references or reference people that I might
3 have needed I guess that I could work with his
4 daughter Deanna, and it -- it developed into
5 Ms. Libby, Jewel Libby, to get information. I
6 mean, she wasn't necessarily privy to the documents
7 and the testamentary intents, but I had no reason
8 to question the -- my reliance on any of those
9 people that he represented to me that he trusted
10 and that they had a relationship that I observed
11 that I felt very comfortable with. I didn't see
12 anything untoward or that raised any red flags or
13 put up my antenna I have, my typical cynical,
14 suspicious self.

14 Q. In -- in drafting these documents,
15 James Brown's documents, who had the final say as
16 to their content and final draft?

17 A. Mr. Brown when I went over them with
18 him. Because I had gone over those documents
19 previously in '90 -- I think, what was it, February
20 of '99 when he chose to not sign because he wasn't
21 prepared. I went over those documents at that time
22 with him because I wanted to be sure that whatever
23 his problem was, whether he had read them, not read
24 them, whatever it was, I -- it didn't matter what
25 what the problem was. I wanted to make sure we



1 H. DEWAIN HERRING, JR. - EX. BY MR. DONSBACH
addressed it and cured it at that time. That was
2 the -- the revocable documents and that first will.
3 Those documents were later executed later that --
4 that summer. I was not there. I sent those
5 documents to him.

6 And then in 2000 those documents -- the
7 same basic intent -- his intent of the
8 beneficiaries and the wording and what he wanted to
9 accomplish went into the irrevocable trust
10 documents. I felt satisfied quite frankly at that
11 time that I had accomplished part of the mission
12 that we started with, and that was to get him
13 educated to what this entire process was about in a
14 step phase of wills and gathering assets, preparing
15 a will, preparing a revocable trust that would hold
16 things and be in existence to get him comfortable
17 with what he was doing and understand some of the
18 concept of it because he can understand it better
19 if it's there and not, you know, some federal
20 floating around idea. And then it went on into the
21 irrevocable trust, which I think I mentioned -- I
22 know I mentioned it to them earlier, and I believe
23 it's in these files, that very early on I was of
24 the opinion that he needed all types of protection
25 from himself, others, anybody or anything, the

1 H. DEWAIN HERRING, JR. - EX. BY MR. DONSBACH
government, what have you, and my mission was to
2 accomplish that.

3 And so when we went in August I -- like
4 I said, I explained all that to him in '99. Those
5 documents morphed into or turned into by and large
6 the irrevocable trust documents and I went back
7 through them before he signed them when we were --
8 he was in the massage.

9 Q. Who made the final decision to sign and
10 the execute the documents?

11 A. Who made the final decision to sign
12 them?

13 Q. To sign them.

14 A. He did. Because I asked him. I said,
15 you know, okay, now, these are what this is. Are
16 you satisfied? He said yes. I said, are you sure
17 that we've done this?

18 Q. Now, I want to point you to Exhibit
19 Number 47, which I believe we looked at earlier.
20 It's floating around on the table. Or I'm sorry.
21 40 -- it might be 40 -- is it 47 or 45? I might
22 have the number wrong. Let's see.

23 MR. JOHNSON: It must be up there.

24 BY MR. DONSBACH:

25 Q. 45. I'm sorry. 45.



H. DEWAIN HERRING, JR. - EX. BY MR. DONSBACH

1 MR. JOHNSON: Go ahead and do this.

2 THE WITNESS: I've got a high priced
3 minion.

4 I have --

5 MR. JOHNSON: Yeah.

6 THE WITNESS: I usually file the latest
7 documents at the top.

8 MR. JOHNSON: Right. That's the oldest
9 first. It worked out.

10 BY MR. DONSBACH:

11 Q. Mr. Herring, I want to take you back to
12 Exhibit Number 22, which I believe is the executed
13 will dated August 1, 2000.

14 A. 22?

15 Q. Yes, sir.

16 A. All right, sir.

17 Q. And I want to bring your attention to
18 item ten in that document.

19 A. All right, sir.

20 Q. What was the purpose of this provision
21 in this document?

22 A. Well, technically what we call in the
23 profession a terrorem clause, which is a no contest
24 clause or a -- a cause to prevent litigation.
25 That's designed to prevent litigation, to determine



1 H. DEWAIN HERRING, JR. - EX. BY MR. DONSBACH
2 that any contest that is made without any substance
3 to it or validation to it or merit, the contesting
4 party loses any interest that that party might take
5 or have under the will. It's a deterrent to
6 litigation supposedly and it sets out any other
7 things or requirements that the testator may want.
8 I have used it also to buttress or further the
9 intent of a testator or -- or maker of the document
10 so that what it -- I say what is the reason you
11 think this might be contested, Mr. Client? Who is
12 going to do it? Why are they going to do it?
13 What -- what are your suspicions? Why are you
14 concerned about it? And some people will be more
15 forthcoming than others, but I -- then I would take
16 the form that was pretty generic many times and
17 craft it to what my client needed.

17 Q. Was that done in this instance?

18 A. This document?

19 Q. You said you would take a generic form
20 and then craft it to what you needed. Was that --

21 A. Well, I mean, it would be a generic
22 form or whatever Mr. Shahid was talking about, for
23 documents and different programs, computer programs
24 and such. I had several, like I said, that I
25 modified some of my own. I would pull them out and



H. DEWAIN HERRING, JR. - EX. BY MR. DONSBACH
1 then I would use that as say a drafting example.

2 and -- and then further refine it to meet the needs
3 of the client, objectives.

4 Q. Who -- who was it intended to exclude
5 in this matter?

6 MR. SHAHID: Object to the form.

7 THE WITNESS: I'm sorry. I'm having
8 trouble hearing you.

9 BY MR. DONSBACH:

10 Q. I'm sorry. Based on your understanding
11 of -- of James Brown's intent and desires based on
12 your conversations with him, who was this clause in
13 this document intended to exclude?

14 MR. MICHEL: Objection.

15 MR. SHAHID: Object to the form.

16 THE WITNESS: Intended to what?

17 BY MR. DONSBACH:

18 Q. Exclude.

19 A. Everyone except for the people that
20 were named within it. I mean, whether they had
21 been born now, in the future, or he wanted to
22 exclude any past challenges arising from former
23 wives, liaisons, paramours, common law wives who
24 might be -- to claim or not to claim, future wives.
25 I mean, this -- he wanted -- if you will, my

1 H. DEWAIN HERRING, JR. - EX. BY MR. DONSBACH
understanding of what he wanted to do was this, is
2 to put whatever went into this trust in this trust
3 and would take a snapshot of his people and desires
4 and family and participants, if you will, and if
5 you weren't in it you were out and you could not
6 get in it.

7 Q. Okay.

8 A. You couldn't come to the party. You
9 would not be invited. Whether you had been around
10 a long time or whether you had an interest, we're
11 saying you did not have an interest. If you didn't
12 get to the party until later and you thought you
13 should have been invited, we did not invite you on
14 purpose.

15 Q. Let me ask you this. Based on your
16 understanding of this clause and your understanding
17 of his intent, what would happen if one of the
18 heirs challenged this plan?

19 A. They should forfeit whatever interest
20 they would have under it. It would be left to
21 them.

22 Q. Okay. Would that include their
23 decedents as well?

24 A. Yes, sir.

25 Q. Okay. So the intent was that it would



1 H. DEWAIN HERRING, JR. - EX. BY MR. DONSBACH
2 exclude children and all of their descendents if
3 they challenged?

4 MR. MICHEL: Object to the form.

5 THE WITNESS: Well, if -- yes, sir.
6 And, you know, it would just stand to reason that
7 if the child contest was not provided for and
8 forfeits that child's interest because of that
9 contest there is nothing for that heir to receive.

10 Q. What about that child's children?
11 Could that child challenge and his children receive
12 it?

13 MR. MICHEL: Objection to the form.

14 THE WITNESS: I would think that they
15 would be.

16 BY MR. DONSBACH:

17 Q. Would be included or --

18 A. Defeated. Excluded.

19 Q. Was that the intent here?

20 MR. MICHEL: Object to the form.

21 THE WITNESS: Yes, sir. A -- a contest
22 was a contest, was an affront to Mr. Brown's
23 wishes, and if someone chose to do that they had a
24 choice. You could contest it. If it were possible
25 for you to be -- to prevail the law would speak to
that. If you did not prevail obviously you would

1 H. DEWAIN HERRING, JR. - EX. BY MR. DONSBACH
forfeit. And part of the intent was that if you
2 even contested it, period, from the get-go, I mean,
3 initially, that said, okay, I'm going to file this
4 document to contest this will and I'm out. It was
5 an automatic exclusion, if you will. That was the
6 intent.

7 BY MR. DONSBACH:

8 Q. And it's your understanding based on
9 years of practice in drafting that this provision
10 does that, that it excludes both child --

11 A. I created that and drafted that
12 provision and that's what it intended to be and I
13 hope I did a good job with it.

14 Q. That it in -- it excludes both the
15 child and that child's descendants if -- if the
16 child challenges?

17 A. Unless they were named in the
18 documents. Now, if they were named in the
19 documents and chose to contest then they're out,
20 yes. Child, children and further issue. And with
21 that said, I'd like to reread something.

22 I have to stand by what I said, that it
23 was -- if you will, it was either -- maybe an all
24 or nothing type concept.

25 Q. And it's your understanding that that's



1 H. DEWAIN HERRING, JR. - EX. BY MR. DONSBACH
what Mr. Brown wanted?

2 A. Yes, sir. It was like, look, I've done
3 this for you. You know, here's what I'm giving
4 you. I've already taken care of everything else.
5 What he told them, I don't know, but what I'm
6 telling you is you're in here. If you don't want
7 to be in there, contest it because you and
8 everybody else with you are out and the -- those
9 that don't contest it take your share.

10 Q. And -- and forgive me for asking this,
11 Mr. Herring, but when you practiced law did you
12 carry malpractice insurance?

13 A. Yes, sir.

14 Q. When you quit practicing law did you
15 buy a tail policy?

16 A. Yes, sir.

17 Q. Who did you buy the tail policy with?

18 A. The company?

19 Q. Yes, sir.

20 A. I don't recall. I -- I think I'd
21 prepurchased the provisions of the tail policy, if
22 I'm not mistaken, but it was through -- I can give
23 you the name of my -- my agent, my
24 representative --

25 Q. Sure.



H. DEWAIN HERRING, JR. - EX. BY MR. BEACH

1 All right. Let's go to Exhibit 22.

2 A. Let me -- excuse me one moment. I know
3 that you're supposed to ask the questions,
4 gentlemen, but I -- I want to be sure of something
5 here because if there's no -- bear with me, please.
6 The invoice ends May of 2000. I did more work. I
7 know we did more work. I mean, that speaks for
8 itself. But there are no other client invoices
9 anywhere after these? If we're saying that, then
10 my question would be: Where are the invoices in
11 2001 or '3 or '4? Where would they be? I
12 obviously wouldn't know because they would have
13 been where I put them. So they're -- they're --
14 they may be missing or taken from the file if they
15 were put in the file. And I can't imagine me
16 working that long a period of time on this
17 complicated a matter to not keep the records
18 because I would use my detailed records many times
19 to write the chronology of representation.

20 Q. Okay.

21 A. Documentation, if you will.

22 Q. Uh-huh.

23 Okay. Very good. Moving on.

24 A. All right.

25 Q. Exhibit 22, which is the last will of



1 H. DEWAIN HERRING, JR. - EX. BY MR. BEACH
James Brown, the one dated August 1, 2000.

2 A. Okay, sir.

3 Q. Okay. Item ten, it's Roman numeral
4 ten, if you would, which is on LSA 1053.

5 A. Yes, sir.

6 Q. I believe you identified this as the in
7 terrorem clause.

8 A. Yes, sir.

9 Q. Would you please read the first
10 sentence and the first sentence only in that
11 paragraph beginning with the words, should any
12 beneficiary?

13 A. Should any beneficiary under this will
14 or my irrevocable trust and as amended dated prior
15 to or of even date with this will and as referred
16 to herein become an adverse party in a proceeding
17 for the probate of my will or in any matter contest
18 the validity of my irrevocable trust such
19 beneficiary shall forfeit his or her entire
20 interest thereunder and such interest shall pass to
21 such other beneficiaries as would be entitled to
22 take as if such beneficiary predeceased me.

23 Q. Now, I want you to focus on that last
24 part of that sentence which says, would be entitled
25 to take as if such beneficiary predeceased me.



H. DEWAIN HERRING, JR. - EX. BY MR. BEACH
1 Would you?

2 A. Yes, sir.

3 Q. Okay. So is it -- is the -- is this --
4 does the word such beneficiary mean the beneficiary
5 that's contesting?

6 MR. SHAHID: Object to the form of the
7 question.

8 THE WITNESS: I'm going to refer back
9 to an introductory clause, if I may. I just --

10 MR. BEACH: Peter, I'm just trying to
11 move things along.

12 THE WITNESS: The -- such -- such
13 beneficiaries shall forfeit his or her entire
14 interest thereunder and such interest shall pass to
15 such other beneficiaries as would be entitled to
16 take as if such beneficiary predeceased me.

17 Q. Okay.

18 A. The intent of that appeared to be that
19 the such other beneficiaries had to be entitled to
20 take as if the beneficiary predeceased me, and that
21 would be the named beneficiaries in this document
22 set out in the second paragraph, I believe, of the
23 first page.

24 Q. Right. Okay.

25 A. Now, just excuse me. May I look at



1 H. DEWAIN HERRING, JR. - EX. BY MR. BEACH
something else, please?

2 Q. Well, you're looking at the exact
3 paragraph that I'm getting ready to ask you about.
4 So that's convenient.

5 A. Go ahead. I'm -- I'm sorry.

6 Q. Okay. So looking at item one,
7 paragraph two, which is, I believe, what you were
8 just looking at, do you see the part there where it
9 says, however, the issue of a deceased child
10 surviving me shall take per stirpes the share their
11 parent would have taken had he or she survived me?
12 Do you see that?

13 A. Yes, sir.

14 Q. Okay. So let's start with the question
15 of what that means if one of the children -- one of
16 the six living children named up at the top of that
17 page predeceases the decedent. Then how does this
18 will treat the interest that is left to that
19 deceased child under item one, paragraph two?

20 A. If -- I give -- may I read?

21 Q. You may.

22 A. I give and bequeath the rest of my
23 personal and household effects of every kind to my
24 children surviving me in approximately equal shares
25 provided. However, the issue of deceased child

1 H. DEWAIN HERRING, JR. - EX. BY MR. BEACH
2 surviving me, the grandchildren -- this provision,
3 item one, paragraph number two, is a reasonably
4 standard provision that the property would --
5 personal property would be to these six children
6 named in this document and that if a child -- one
7 of those six had predeceased Mr. Brown, that
8 child's share, that one-sixth would pass to that
9 child's heirs, being Mr. Brown's grandchildren.
10 Those grandchildren of that deceased of Mr. Brown,
11 the children of the deceased child, let's say --
12 take one, but -- would then received that share
13 that the deceased child would have taken, which is
14 one-sixth, and if there were two children --
15 grandchildren they would have taken a half of
16 one-sixth each. And if there were five children,
17 they would have taken a fifth of one-sixth. They
18 would have taken a 20 percent interest of a -- what
19 is that, a 17 percent interest, 18.

20 So the per stirpes means that the
21 property would pass to this layer of children. If
22 this child is deceased, that sixth does not go
23 anywhere except down the line of heir distribution
24 to the children of the deceased and divided evenly
25 among however many children there are.

Q. Okay.



H. DEWAIN HERRING, JR. - EX. BY MR. BEACH

1 A. And if you want to take it on down,
2 that same process could go on down to great
3 grandchildren.

4 Q. Right.

5 A. And then you could get into -- one
6 occasion, I -- I know I worked with one 1-3,280
7 interest or something. As a matter of fact, it was
8 a piece of property over in Augusta, a big tract,
9 back in the day.

10 But -- so that's what would happen with
11 that personal property.

12 Q. Okay.

13 A. Now --

14 Q. So let's take an example. Let's say
15 that Daryl Brown died before James Brown died on
16 December 25th of 2006. Let's say that Daryl Brown
17 had -- had died prior to that date. What would
18 the -- how would this item one, paragraph two treat
19 Daryl Brown's interest in the personal property, if
20 any? And -- and for my example, let's assume that
21 Daryl Brown has two children that are alive.

22 A. Well, Daryl Brown's interest would have
23 vested and it would not default. His interest
24 would pass to his children per stirpes, meaning
25 equally divided. So each of those two children



1 H. DEWAIN HERRING, JR. - EX. BY MR. BEACH
would have taken one half of Daryl Brown's
2 one-sixth interest.

3 Q. Okay. So his death -- Daryl Brown's
4 death prior to James Brown's death would not end up
5 causing the five children that are remaining alive
6 when James Brown died to split the household goods
7 in one-fifth shares each? Am I correct about that?

8 A. That's correct.

9 Q. Okay. Now, back to item number ten.
10 And looking back at the end of that first sentence
11 where it says here, pass to such other
12 beneficiaries as if such beneficiary, and I think
13 you said that meant the beneficiary that's
14 challenging the will, had predeceased me. Do you
15 see that?

16 A. Yes, sir.

17 Q. Okay. And -- and so back to the point
18 we were just making. If one of the children that's
19 named in this will to receive household effects
20 under item number one predeceases James Brown then
21 the interest that would go that to that child would
22 go where?

23 A. Well, the first -- let's see.

24 Okay. We're -- Daryl is still going to
25 be deceased leaving those two children? Is that



H. DEWAIN HERRING, JR. - EX. BY MR. BEACH
1 the same --

2 Q. Well, in our example let's say Daryl
3 challenges the will and --

4 A. No. That --

5 Q. -- and number ten treats him as having
6 predeceased James Brown.

7 A. But -- excuse me. Is Daryl -- could we
8 keep the facts the same maybe? I think if -- if --
9 if we're going to use Daryl as having been deceased
10 in item 1.2 with two children we could work through
11 that with item ten and then maybe we could take a
12 Terry Brown.

13 Q. Well, I'm not asking about that,
14 though.

15 A. All right. All right. So --

16 Q. I'm asking instead of Daryl Brown
17 having actually predeceased James Brown, which was
18 the example that we talked about a few minutes
19 ago --

20 A. Okay. So he's deceased?

21 Q. -- I'm asking you now to consider that
22 Daryl Brown instead was alive and he actually
23 contested the will --

24 A. Okay.

25 Q. -- and is then treated, quote, as if



1 H. DEWAIN HERRING, JR. - EX. BY MR. BEACH
such beneficiary predeceased me --

2 A. Okay.

3 Q. -- under item number ten.

4 A. All right.

5 Q. And my question is: Would it be
6 treated the same way as the example you just gave?

7 A. Okay.

8 Q. In other words, the one-sixth would go
9 to Daryl Brown's children?

10 A. Or would they forfeit?

11 Q. Correct.

12 A. I mean, that's the question, right?

13 Q. That's the question.

14 A. Okay. I want to be sure that I
15 understood the question.

16 I would like to refer to the
17 irrevocable trust document, if I may. They're hand
18 and glove. I mean, they refer to each other, if I
19 may, before I give you a definitive -- an answer.

20 Q. Okay.

21 A. I think --

22 MR. MICHEL: That should be 23.

23 THE WITNESS: Sir?

24 MR. MICHEL: That should be 23.

25 THE WITNESS: Right. That's where I



H. DEWAIN HERRING, JR. - EX. BY MR. BEACH

am.

The provisions in item ten, should any beneficiary under this will or trust document as amended dated prior to -- or become an adverse party in a proceeding for the probate of my will or in any manner contest the validity of my irrevocable trust such beneficiary -- the contesting beneficiary shall forfeit his or her entire interest thereunder and such interest shall pass to such other beneficiaries as would be entitled to take as if such beneficiary predeceased me.

The intent would be that if -- as I said earlier, that if one of these beneficiaries named contests Mr. Brown's intentions in capacity that they forfeit their interest under these documents and the remaining named beneficiaries, being five in number, would take that interest, and I think that the children that would be left that would otherwise have inherited a personal income -- I mean a personal property matter would not take that interest, that it would extinguish. And because Mr. Brown was intent on specifically naming certain people to benefit and go to great lengths to exclude those who he did not want to benefit by



1 H. DEWAIN HERRING, JR. - EX. BY MR. BEACH
intention or even by accident -- by accident I mean
2 some -- I guess I want to say some strange
3 operation of law with wills and trusts and
4 testaments that we see happen all time. Now, the
5 other, you know, that would be -- you could maybe
6 interpret, I think, the other way the child might
7 would take, but -- if they're not provided -- well,
8 I would have to stand by what I said. I think that
9 would be my interpretation. I would have to, you
10 know, be totally comfortable with it. I would have
11 to take it and read -- read back through and really
12 pick -- go into some of these very details
13 throughout the document, which I did from time to
14 time, and on these documents in particular, to make
15 sure that I was giving it the right now current
16 interpretation. But I would think that it would be
17 limited to -- to question one of the two ways,
18 either the children of the deceased take or they
19 don't take.

20 Mr. Brown was not particularly
21 interested in benefitting a larger class of people,
22 and as to the grandchildren, he had already
23 provided for their education and wellbeing in this
24 other educational trust. And the provision of
25 naming the six children was only for personal

1 H. DEWAIN HERRING, JR. - EX. BY MR. BEACH
property.. Personal property does not include
2 money, bonds, intangibles. Personal property would
3 be your briefcase or Mr. Shahid's briefcase, but
4 not the money in your pocket. It wouldn't be an
5 interest in bonds or municipal bonds. It wouldn't
6 be an interest in any stock. It would just be the
7 household paintings, automobiles, boats, motors,
8 trailers I think would be covered by item one
9 having to do with the personal property.

10 MR. BEACH

11 Q. Right. Which is what we're talking
12 about --

13 A. Correct.

14 Q. -- right now.

15 A. Personal property.

16 Q. Personal property.

17 A. Only..

18 Q. Yes.

19 A. And item ten would have to do with the
20 entire estate and that if there were a contest it
21 would then be forfeited at that point not to be
22 inherited, if you will. That right would not go on
23 down to those grandchildren. I think the
24 grandchildren might could take some personal
25 property, but they couldn't take an interest in the

1 H. DEWAIN HERRING, JR. - EX. BY MR. BEACH
principal of the estate because the education was
2 the entire thrust of his intention and documents
3 and -- and what he wanted to do. His emphasis was
4 very strongly on education, and I -- I was -- quite
5 frankly, I was very impressed with that, and he did
6 not want to have other people included. And when I
7 said by accident, I mean he didn't want somebody to
8 be a beneficiary -- which you hear all the time of
9 different people saying, oh, he had a -- he had a
10 great aunt that was kin to his uncle who was
11 married to his mama's first cousin and he ended up
12 inheriting a million dollars. No. This was going
13 to be very clean.

14 Q. Okay. And --

15 A. The estate itself is complicated
16 enough. He wanted to have his beneficiaries set
17 out clearly and plainly.

18 Q. So as far as the children are
19 concerned, they are only beneficiaries -- how --
20 tell me exactly what they take under this will as
21 beneficiaries and -- and tell me --

22 A. Personal property.

23 Q. That's it, right?

24 A. Period.

25 Q. Okay.



H. DEWAIN HERRING, JR. - EX. BY MR. BEACH

A. End of story.

Q. Okay. So if a child is one of the
challenging people under item number ten we're only
talking about that child forfeiting their right to
the personal property? Am I correct? Because
that's -- you just said that's the only context in
which they are beneficiaries.

A. And that's the only thing to which
they're entitled under the will.

Q. Okay. And so you -- and -- and just to
recap, I think you said that if -- if in our
example Daryl Brown were to predecease James Brown
then item number Roman numeral one, item number two
says that Daryl Brown's issue or children would
then take his one-sixth interest in the personal
property per stirpes; am I correct?

A. Yes, sir.

Q. Okay. So then -- and just so we're
clear, that is how the will handles the situation
if a child who's named in this will predeceases
James Brown; is that correct?

A. Yes, sir. His children would take that
share that he would have been entitled to had he
lived.

Q. Okay. And Daryl Brown's siblings, the



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1 H. DEWAIN HERRING, JR. - EX. BY MR. MICHEL
other five, would not end up getting a greater
2 share as result of Daryl Brown predeceasing James
3 Brown; is that right?

4 A. Of the personal property.

5 Q. Of the personal property.

6 A. No, they would not.

7 Q. They would not.

8 Okay. So isn't that precisely what
9 item ten says will happen if Daryl Brown were to
10 contest the will or trust, that it would be treated
11 as if the beneficiary who was contesting
12 predeceased James Brown? That's the words that are
13 in that sentence.

14 A. It -- yes. It's --

15 MR. BEACH: Okay. Thank you. I've got
16 no further questions.

17 MR. MICHEL: Does that rotate to me?

18 MR. SHAHID: Yes.

19 MR. JOHNSON: Yeah.

20 MR. MICHEL: Okay.

21 MR. SHAHID: Do you want your
22 microphone, David?

23 EXAMINATION

24 BY MR. MICHEL:

25 Q. David Michel back on the record to ask

A W R

A. WILLIAM ROBERTS, JR., & ASSOCIATES (800) 743-DEPO
scheduledepo.com

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* * *

Notepad

Client/File James Brown Matter/Opposing _____

Date: Feb. 26th, 1997 Time: _____

Conference: - telephone - long distance - various With: _____

Phone: _____ Fax: _____

*Educate poor persons of all race, creed,
or color - This is not to mean minority's
national origin or religious persuasion
My request is that my T-steps & PR not talk
about these things.*

3 2

Yes NO

Buy 1.5 1.5

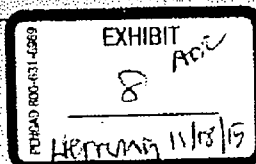
Ministerial business(es) run by Cannon
Administration by Cannon and Dallas

* David and Buddy have weighted voting - weighted
voting

I have no other children ~~then~~ in addition to
my children now in this

25% educate 25% educate ~~gdehleh~~ 50%
for

e:\om\notepad.796



Administrative

LSA 009804

Notepad

Client/File _____ Matter/Opposing _____

Date: _____ Time: _____

Conference - telephone - long distance - various With: _____

Phone: _____ Fax: _____

50%

25%

25%

Test for Poor
Children

(?) Inevitable Trust F/B/O same provision
on LWT

Simple Will with Power Provision to R/T/G

I do not acknowledge Ann
Cinnamon Nicole
Parris allegedly born 10/4/68 unto
Patricia Lea Benson. nor any other
person claiming to be my offspring.

**Yamma Brown's Responses to LSA's First Set of Interrogatories and
Requests for Production of Documents dated May 23, 2014
Pages 827-869**

LEVENSON & ASSOCIATES

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May 23, 2014

Ms. Liz Godard
Aiken County Clerk of Court of Common Pleas
Clerk of Court: Civil Division
Second Floor
109 Park Avenue SW
Aiken, SC 29801

**Re: Estate of James Brown, Deceased a/k/a James Joseph Brown
Court of Common Pleas of Aiken County
Estate No. 2008-CP-02-1647**

Dear Ms. Godard:

Enclosed please find **Plaintiff Yamma Brown's Responses To David C. Sojourner, Jr., As Limited Special Administrator's First Interrogatories and First Request for Production of Documents**. Please file originals with this Court and return to me a date stamped copy for my files. For your convenience, I've enclosed a prepaid, self-addressed envelope.

If you have any questions please do not hesitate to contact me at (404) 659-5000.

Sincerely,


CHERRY CORDLE
Paralegal

Enclosures

Cc: John F. Beach, Esq.
Adams and Reese, LLP
1501 Main Street, Fifth Floor
Columbia, South Carolina 29201
And Email: john.beach@arlaw.com

IN THE STATE OF SOUTH CAROLINA

COUNTY OF AIKEN

IN RE:

THE ESTATE OF JAMES BROWN
A/K/A JAMES JOSEPH BROWN

IN THE COURT OF COMMON PLEAS

CASE NO. 2008-CP-02-1647

Yamma Brown's Responses To
Limited Special Administrator's
First Interrogatories

TO: DAVID C. SOJOURNER, JR., AS LIMITED SPECIAL REPRESENTATIVE OF THE ESTATE OF JAMES BROWN AND LIMITED SPECIAL TRUSTEE OF THE JAMES BROWN AUGUST I, 2000 IRREVOCABLE TRUST AGREEMENT:

NOW COMES the following lawful heir of James Joseph Brown, Plaintiff in the above captioned case, as well as all predecessors and successors to this civil matter, including without limitation Case Nos. 2007-ES-02 0056, 2007-CP-02-0122, 2008-CP-02-01647, 2013-CP-02-02849, 2013-CP-02-02850, and 2013-CP-02-02851, and Respondent herein: YAMMA BROWN, by and through counsel of record, and hereby files her responses to David C. Sojourner, Jr., ("the LSA"), as Limited Special Representative of the Estate of James Brown (the "Estate") and Limited Special Trustee of The James Brown August I, 2000 Irrevocable Trust Agreement (the "Trust") First Interrogatories as follows:

PRELIMINARY STATEMENT

- a. The following responses are based upon information presently available to this Plaintiff which this Plaintiff believes to be correct. Said responses are made without prejudice to this Plaintiff's right to utilize subsequently discovered facts.
- b. No incidental or implied admissions of fact by this Plaintiff is made by the responses below. The only admissions are expressed admissions. The fact that this Plaintiff have answered any interrogatories or produced any documents herein may not properly be taken as an admission that this Plaintiff accepts or admits the existence of any facts set forth or assumed by such interrogatories or request for production of documents, or that such response constitutes admissible evidence. The fact that this Plaintiff has answered part or all of any interrogatory or request for production of documents is not

intended to, and shall not be, construed to be a waiver by this Plaintiff of all or any part of an objection of this Plaintiff to the admissibility of same at trial, or the relevance of the response.

- c. Responses to these interrogatories and requests for production of documents may be supplemented upon this Plaintiff's further investigations and acquisitions of information which this Plaintiff does not either possess or recall at this time. However, any such further supplementation shall be made only in accordance with the South Carolina Rules of Civil Procedure Act, Rule 33(b).
- d. The Preliminary Statement is incorporated in each of the responses set forth below.
- e. The Plaintiff shows that, notwithstanding any of the definitions or preliminary instructions contained within LSA's Interrogatories and Requests to Produce, Plaintiff will only provide responses which are required pursuant to the South Carolina Rules of Civil Procedure Act.
- f. As to any of the definitions that precede LSA's First Interrogatories to Plaintiffs and which seek information or documents that include trial preparation and/or privileged materials or communications, Plaintiff objects. In this regard, these interrogatories are over broad in that they seek the discovery of documents or communications of Plaintiff's attorneys or representatives.

GENERAL OBJECTIONS

Plaintiff objects generally to LSA's First Interrogatories and Request for Production of Documents to Plaintiffs on each of the following grounds:

- A. Plaintiff reserves the right to supplement or amend these responses and objections as additional information becomes available to Plaintiffs.
- B. Plaintiff further reserves the right to move for a Protective Order or to seek any other relief provided under the South Carolina Rules of Civil Procedure Act.
- C. Plaintiff further objects generally to LSA's First Interrogatories and Request for Production of Documents to the extent that they:
 - 1. Seek information protected from disclosure by virtue of the attorney-client privilege;
 - 2. Seek information which contains confidential business information;

3. Seek information which is immune from discovery by virtue of the Work Product Doctrine;
4. Seek information which is neither relevant to the subject matter of the pending litigation, nor reasonably calculated to lead to discovery of admissible evidence;
5. Seek identification of documents which are not in Plaintiff's possession or control.

RESPONSES TO FIRST INTERROGATORIES

1. Give the names and addresses of persons known to You to be witnesses concerning the facts of the case and indicate whether or not written or recorded statements have been taken from the witnesses and indicate who has possession of such statements.

RESPONSE: Upon information and belief, the following persons are known to this Plaintiff to be witnesses concerning the facts of the case. The addresses listed below are the last known addresses for these individuals. No written or recorded statements have been made other than any depositions that may have been taken in this proceeding and other related criminal and civil cases. Plaintiffs reserve the right to amend their response to interrogatory No. 1.

David G. Cannon, 9459 Marlboro Avenue, Barnwell, SC 29812

Albert H. "Buddy" Dallas, Esq., Dallas Law Firm, 304 Black Street, Thomson, GA 30824-1150

Alfred A. Bradley, Deceased (died June 27, 2010)

Bill Hammond

Strom Thurman

William B. Shearer

Frank S. McGaughey, III

Tomi Rae Hynie Brown

Forlando Brown

Romunzo Brown

Terry Brown

Daryl Brown

Cliff Mulqueen

Loic Yanel – French Promoter

Charles Bobbitt

Andre White

Mary Holmes

Mary Simmons

Other persons unknown to the undersigned who were on tour in England and Japan with James Brown between July 2000 and August 2000 as well as all promoters.

Joel A. Katz, Attorney at Greenberg Traurig, Terminus 200, 3333 Piedmont Road NE, Suite 2500, Atlanta, GA 30305, Ph: (678) 553-2100 - served for more than 30 years as "a trusted legal and business advisor to Mr. Brown," including the legal representation of Mr. Brown in various matters including cataloging and analyzing his overall income, and in the creation of certain trusts and limited partnerships in order to structure a transaction for his financial benefit. Mr. Katz also served on the James Brown Trust Advisory Committee

Jerry Poindexter, resident of Los Angeles County, CALIFORNIA

Colonel Joseph Lee, Security, 3571 Morgan Rd., Hephzibah, GA 30815

Diane Sterling, Security - resident of Richmond County, GA

Carlos E. Jones, Security

Maurice S. Wallace, Security

Ernest R. Foushee, Security

Charnette Anderson, Security

Kenneth C. Hobson, Security

Maria L. Moon, office clerk

David Washington, Custodian and Maintenance, 675 Hampton Circle, North Augusta, SC 29841

Horace Washington, Custodian and Maintenance, 104A Horseshoe Bend Road, Aiken, SC 29801

Cynthia Moore, Backup Singer, 3536 Langfield Dr., Apt. 3, Buffalo, NY 14215

Danny Ray, Emcee, 1608 Winter Street, Augusta, GA 30904

Elif Hogan-Crawford, Administrative Assistant to James Brown, 2038 Emerald Bay, Augusta, GA 30909

Jewel L. Libby, Personal Assistant to James Brown, 602 Hampton Ave., Belvedere, SC 29841

Linda B. Ware, Office Manager, 1524 Wylds Road, Apt. 3C, Augusta, GA 30309 or 914 13th Avenue, Augusta, GA 30901 - witness to events surrounding June 15, 1999 Will

Ella Mae Overton, housekeeper, 1312 Beaman Street, Augusta, GA - trustee to 6/15/1999 Trust Agreement

Willie Glenn, Manager (deceased) - trustee to 6/15/1999 Trust Agreement

Frieda K. Carter - notary to June 15, 1999 Will *and* trustee to 6/15/1999 Trust Agreement, 1424 Indian Road, Lincolnton, GA 30817

Kathy E. McDonald - witness to the 6/15/1999 Trust Agreement

Martha High (Mary Harvin High) is a resident of South Hill, Mecklenburg County, Virginia

Ronald Laster, Guitarist Player, 3654 Ale Circle, East Point, GA 30344

Jeff Allen, Universal Attractions, 145 West 57 Street, 15th Floor, New York NY 10019, Ph: (212) 582-7575; Email: jeffallen@universalattractions.com

Sidney Miller, resident of Los Angeles County, CA - President and founder of Black Radio Exclusive Corp. which corporation I started in approximately 1976. 15240 Sutton Street, Sherman Oaks, CA 91403; (818) 907-9959 and/or 16660 Oak View Drive, Encino, CA 91436; (818) 907-9959

Jack Bart, former President at Universal Attractions, now current owner/President of LAC Management, Inc., 135 West 26th Street, 12th Floor, New York, NY 10001, ph: (212) 937-6000

David Pullman, Pullman Bonds, 8721 Santa Monica Blvd, Suite 747, Los Angeles, California 90069; dpullman@pullmanbonds.com; cell: (310) 770-1695; office: (310) 288-0588

Joseph Lizzio, Senior Vice President, Morgan Stanley, 1225 Franklin Avenue, Garden City, New York 11530

Frank Copsidas, Intrigue Music – Former Manager, New York

Dr. Rita Nzeribe Udom, Atlanta Medical Network, 880 Holcomb Bridge Rd, Roswell, GA 30076-1969 and/or Dr. Rita Nzeribe Udom, 2669 Holly Springs Rd NE, Marietta, GA 30062-6629

Dr. Tommie Richardson is a board certified Addiction Medicine Physician at Georgia Behavioral Health Professionals, 4015 South Cobb Drive, Suite 115, Smyrna, Georgia 30080, Phone: 770-431-2354, Fax: 770-436-7143

H. Dewain Herring, former attorney – prepared and drafted 6/15/1999 Will and Trust Agreement AND Mr. Herring prepared, drafted *and* witnessed and notarized the execution page of the purported 8/1/2000 Will and Trust. H. Dewain Herring is a prisoner in the custody of the South Carolina Department of Corrections who currently is housed at the Broad River Correctional Institution, 4460 Broad River Rd, Columbia, SC 29210; (803) 896-2234, SCDC ID: 00321951

Perry Fuller, massage therapist, 102 Green Meadow Circle, Anderson, SC 29624 - witnessed and notarized the execution page of the purported 8/1/2000 Will and Trust

Gloria Daniels, a girlfriend Mr. Brown had relations with for forty years, 1755 Fayetteville Ct. Atlanta, GA 30316

Jay B. Ross, Esq. - attorney who drafted a subsequent Will

Reverend Al Sharpton, 106 West 145th Street, New York, New York 10039

Charles Bobbit - friend for forty years and his manager from 1966 to 1977 and again from 2000 until Mr. Brown died

Fannie Brown Buford

Roosevelt Johnson, Valet, 24451 Lakeshore Blvd., # 1403, Euclid, OH 44113

Reginald D. Simmons, Esq. - trial attorney who represented James Brown in 1988 criminal matters: *State of South Carolina vs. James J Brown*; Indictment No. 1988GS0201051; Charges: Assault and battery of a high and aggravated nature and *State of South Carolina vs. James J Brown*; Indictment No. 1988GS0201052; Charges: Failure to stop for a blue light, no injury or death - 1st offense

Mary Simons - a female friend who brought a \$5 million lawsuit against James Brown in March 1998. Mary Simons, who met the singer in a Columbia, South Carolina, prison (he was in on weapons and assault charges; she was a volunteer), says she was held hostage by Brown back in January 1998. In her suit, Simons says the singer called and invited her over to his Aiken, South Carolina, home--ostensibly to take him to the hospital. But after she arrived, he refused to let her leave, keeping her there for three days. The suit claims Simons was assaulted by Brown and suffered physical disorders and severe mental stress. *Mary Simons vs. James Brown, Aiken County Court of Common Pleas; Case: 1998CP0200318*

James Bernard Huff, Esq. - James Brown's criminal and civil defense attorney in the cases of *The State of South Carolina vs James J Brown; Indictment # 1998GS0200462*; Charges: Weapons / Use of firearm while under influence of alcohol or drugs and the related civil case against him: *Mary Simons vs. James Brown, Aiken County Court of Common Pleas; Case: 1998CP0200318*

And all current or former parties to this proceeding (including any of their respective counsel and/or representatives).

2. For each person known to You to be a witness concerning the facts of the case, set forth either a summary sufficient to inform the other party of the important facts known to or observed by such witness, or provide a copy of any written or recorded statements taken from such witnesses.

RESPONSE: Jeff Allen and Loic Yanel (a French promoter my lawyer spoke with) and other persons unknown to the undersigned who were on tour in England and Japan with James Brown between July 2000 and August 2000 as well as all promoters.

3. Set forth a list of photographs, plats, sketches or other prepared documents in Your possession that relate to any claim or defense in the case.

RESPONSE: None.

4. List the names and addresses of any expert witnesses You propose to use as a witness at the trial of the case.

RESPONSE: Plaintiffs have no expert witnesses identified at this time. However, Plaintiffs reserve the right to supplement this response as discovery continues and/or upon receipt of additional information.

5. Identify every physician, psychiatrist, psychologist, or other practitioner of the healing arts who was consulted by, performed an examination of, or rendered medical treatment to James Brown during the period beginning January 1, 1999 through December 25, 2006.

RESPONSE:

Dr. Rita Nzeribe Udom, Atlanta Medical Network, 880 Holcomb Bridge Rd, Roswell, GA 30076-1969 and/or Dr. Rita Nzeribe Udom, 2669 Holly Springs Rd NE, Marietta, GA 30062-6629;

Dr. Reynolds, DDS

Dr. Tommie Richardson is a board certified Addiction Medicine Physician at Georgia Behavioral Health Professionals, 4015 South Cobb Drive, Suite 115, Smyrna, Georgia 30080, Phone: 770-431-2354, Fax: 770-436-7143

Peachford Hospital, Atlanta, GA

Dr. Hugh M. Leavens, 103 Waterloo Street, SW, Aiken, SC 29801

6. Set forth all facts and other evidence supporting the contention that, when James Brown executed the Will and/or Trust, he was not mentally capable of knowing: a. the nature and extent of his property; b. the objects of his bounty; and/or c. that he was making a will which would result in a disposition of property after his death.

RESPONSE: At or around the time James Brown executed the Will and Trust, James Brown was admitted to Peachford Hospital in Atlanta, Georgia for treatment of his drug and substances addiction.

See Plaintiff's response to Interrogatory No. 10 below and also please refer to Attachment No. 1 attached hereto and identified herein as *Outline and Summary of Historical Events*.

In addition to, please refer to the Amended Petition to Set aside Informal Probate and Amended Petition to Set Aside Trust and For Appointment of An Administrator in Intestacy as well as the testimony in all proceedings to date that have taken place in the Court of Common Pleas, Aiken County and other related and subsequent civil and criminal matters. The responding parties reserve the right to supplement this response once discovery is complete because to date there has been little or no discovery on the substantive issues in this case.

7. Set forth all facts and other evidence supporting the contention that any person used coercion or exercised undue influence against James Brown related to execution of the Will and/or Trust. For each such incident of undue influence or coercion, identify each person involved, the approximate date or dates of the incident, and describe the facts and nature of such incident of undue influence.

RESPONSE: Albert Dallas, David Cannon, Alfred Bradley and Mr. Herring. Not sure of specific dates but it was after he signed a 26 million dollar bond agreement where these exact men profited hundreds of thousands of dollars and in one case, 5 million dollars for David Cannon. These men would visit my dad at his home in the late afternoon when they knew he was using drugs for him to sign documents while my father was incoherent, either under medication or narcotics. They even tried to force my dad to work while he was under the influence of narcotics. I took the liberty to ask a Judge to admit him in a hospital so that he could regain his strength and thinking ability to a more healthier level.

At or around the time James Brown was at Peachford Hospital in Atlanta, Yamma and I would visit him. We did an intervention with him. It was at this time that James Brown said he would "sign anything" in order to get out of Peachford Hospital.

Also, please see Plaintiff's response to Interrogatory No. 10 below and refer to Attachment No. 1

8. Identify each person you contend unduly influenced James Brown to create and execute the Will and/or Trust.

RESPONSE: Albert H. ("Buddy") Dallas, Esq.; David G. Cannon; Alford A. Bradley, Now Deceased; H. Dewain Herring

9. For each person listed in response to Interrogatory 8, Identify each such person whom you contend had a confidential and/or fiduciary relationship with James Brown. For each such person, set forth all facts and other evidence supporting the contention that person had a confidential and/or fiduciary relationship with James Brown.

RESPONSE:

Albert H. ("Buddy") Dallas, Esq. – allegedly was the attorney for James Brown, Individually and served as trustee for the alleged James Brown Trust.

David G. Cannon - allegedly James Brown's bookkeeper, accountant, CPA and served as trustee for the alleged James Brown Trust and served power of attorney for Mr. Brown.

Alford A. Bradley, Now Deceased – allegedly was the President of James Brown Enterprises and allegedly served as trustee on Mr. Brown's board. He was previously Mr. Brown's road manager and paid performers with cash.

Joel A. Katz, Attorney at Greenberg Traurig - served for more than 30 years as "a trusted legal and business advisor to Mr. Brown," including the legal representation of Mr. Brown in various matters including cataloging and analyzing his overall income, and in the creation of certain trusts and limited partnerships in order to structure a transaction for his financial benefit. Mr. Katz also served on the James Brown Trust Advisory Committee.

Reginald D. Simmons, Esq. – trial attorney who represented James Brown in 1988 criminal matters: *State of South Carolina vs. James J Brown*; Indictment No. 1988GS0201051; Charges: Assault and battery of a high and aggravated nature and *State of South Carolina vs. James J Brown*; Indictment No. 1988GS0201052; Charges: Failure to stop for a blue light, no injury or death - 1st offense

H. Dewain Herring - former attorney who prepared and drafted 6/15/1999 Will and Trust Agreement; and who also prepared, drafted and witnessed and notarized the execution page of the purported 8/1/2000 Will and Trust

James Bernard Huff, Esq. – James Brown's criminal and civil defense attorney in the cases of *The State of South Carolina vs James J Brown*; Indictment # 1998GS0200462; Charges: Weapons / Use of firearm while under influence of alcohol or drugs and the related civil case against him: *Mary Simons vs. James Brown*, Aiken County Court of Common Pleas; Case: 1998CP0200318

10. Do You contend that suspicious circumstances surrounded the preparation, formulation, and/or execution of the Estate Plan, Will, and/or Trust? If so, set forth all facts and other evidence supporting Your contention.

RESPONSE: Yes. The circumstances surrounding the preparation, formulation, and execution of the August 1, 2000 Estate Plan, Will, and/or Trust are suspicious for a number of factual reasons:

- 1) James Brown had been battling drug addiction for years. From 1988 through the time of his death on Christmas Day 2006, James Brown was regularly if not daily under the influence of one of more of these substances: PCP, marijuana, pain medications, and other drugs and narcotics. At and around the time of the execution of the 8/1/2000 Estate Plan, Will, and/or Trust, James Brown was in and out of civil and criminal courts and jail for Weapons / Use of firearm while under influence of alcohol or drugs and assault charges and spent time in rehab clinics and hospitals to deal with his drug addictions. The persons with confidential relationships with Mr. Brown knew this and exploited it.
- 2) The purported August 1, 2000 Last Will and Testament is 6 pages in length (5 pages plus an execution page for the Testator, Witness(es) and Notary Public to sign). None of the pages have been numbered and the Execution Page itself is separate and apart from the actual instrument. Except for the Execution Page, none of the 5 pages of JB's Last Will & Testament were dated, signed, or initialed by either the Testator (James Brown) or the witnesses and/or the notary public [Please note that the H. Dewain Herring signed as a witness and acted as the notary public]. All of which raises concern and suspicion that James Brown may have and probably was coerced to sign the Execution Page without knowing the full and complete contents of the preceding 5 pages of the August 1, 2000 Last Will and Testament at a time when Mr. Brown was not coherent or that Mr. Brown did not sign documents at all. This also gives rise to the distinct possibility that the preceding 5 pages of the August 1, 2000 Last Will and Testament could have easily been altered and the Execution Page subsequently attached.
- 3) The purported August 1, 2000 Irrevocable Trust Agreement of James Brown is 17 pages in length (14 pages plus Schedule A, Schedule B and C, and the execution page for the Grantor, Trustees, Witness(es) and Notary Public to sign). None of the pages of the Trust document have been numbered and Schedule A, Schedule B and C, and the Execution Page themselves are separate and apart from the actual Trust instrument. Except for the Execution Page and Schedules A, B and C, none of the preceding pages of JB's Irrevocable Trust Agreement were dated, signed, or initialed

by either the Grantor (James Brown), the Trustees (Cannon, Bradley and Dallas) or the witnesses and/or notary public [Please note that the H. Dewain Herring signed as a witness and acted as the notary public]. All of which raises concern and suspicion that James Brown could have and may have signed the Execution Page and Schedules A, B and C without knowing the full and complete contents of the preceding pages of the August 1, 2000 Irrevocable Trust Agreement at a time when Mr. Brown was not coherent that Mr. Brown did not sign documents at all.. This also raises concern that the preceding pages of the August 1, 2000 Irrevocable Trust Agreement could have easily been altered and the Execution Page and Schedules A, B and C subsequently attached as was done by Mr. Dallas as to other documents (an Exhibit to the Trust -- admitted in open Court).

- 4) Please refer to Attachment No. 1 attached hereto and identified herein as *Outline and Summary of Historical Events*, and please refer to the Amended Petition to Set aside Informal Probate and Amended Petition to Set Aside Trust and For Appointment of An Administrator in Intestacy as well as the testimony in all proceedings to date that have taken place in the Court of Common Pleas, Aiken County and other related and subsequent civil and criminal matters.

11. Separately for each person You have Identified in response to Interrogatory 8, do you contend such person received an undue benefit from James Brown's Estate Plan, Will and/or Trust? If so, for each such person, set forth all facts and other evidence supporting your contention.

RESPONSE: See Attachment No. 1 attached hereto and identified herein as *Outline and Summary of Historical Events*.

12. Set forth all facts and other evidence supporting the contention James Brown was not acting of his own free will in executing the Will and/or Trust.

RESPONSE: See Plaintiff's response to Interrogatory No. 10 above and also please refer to Attachment No. 1 attached hereto and identified herein as *Outline and Summary of Historical Events*.

13. Describe each incident in which you contend David G. Cannon ("Cannon"), Albert H. Dallas ("Dallas"), and Alfred A Bradley ("Bradley") practiced fraud upon James Brown, resulting in his execution of the Will and/or Trust and set forth all facts and evidence supporting your contention.

RESPONSE: See Attachment No. 1 attached hereto and identified herein as *Outline and Summary of Historical Events*.

14. Set forth each misrepresentation You contend was made to James Brown relating to his execution of the Will and/or Trust. For each such misrepresentation, Identify the person making the misrepresentation, the person to whom the misrepresentation was made, the approximate date on which the misrepresentation was made, and describe the misrepresentation.

RESPONSE: See Plaintiff's response to Interrogatory No. 10 above and also please refer to Attachment No. 1 attached hereto and identified herein as *Outline and Summary of Historical Events*.

15. Set forth all facts and other evidence supporting the contention that James Brown lacked the requisite intent to execute the Will and/or Trust.

RESPONSE: See Plaintiff's response to Interrogatory No. 10 above and also please refer to Attachment No. 1 attached hereto and identified herein as *Outline and Summary of Historical Events*.

16. Set forth all facts and other evidence supporting the contention James Brown, during his lifetime, maintained such complete and continuing control over all entities and other assets purportedly owned by the Trust that he had until his death the same rights in the assets after the creation of the Trust that he had before its creation.

RESPONSE: None

17. Set forth all facts and other evidence supporting the contention James Brown treated the Trust as a revocable trust during James Brown's lifetime.

RESPONSE: Control over the assets by James Brown shows he did not treat Trust as irrevocable. Please refer to the Amended Petition to Set aside Informal Probate and Amended Petition to Set Aside Trust and For Appointment of An Administrator in Intestacy as well as the testimony in all proceedings to date that have taken place in the Court of Common Pleas, Aiken County. See also the June 15, 1999 Revocable Trust along with the August 1, 2000 Irrevocable Trust. The responding parties reserve the right to supplement this response once discovery is complete because to date there has been little or no discovery on the substantive issues in this case.

18. Set forth all facts and other evidence supporting the contention James Brown controlled Trust assets during his lifetime and/or otherwise acted inconsistently with the Trust being an irrevocable trust.

RESPONSE: 430 Douglas Drive, Beech Island, SC 29841, for example James Brown lived there and paid his own funds for support of house. No segregation of records or separation of personal versus trust assets (i.e, also royalty income from his music)

19. Identify every Communication between You and H. Dewain Herring.

RESPONSE: There have been no such communications. However, my attorney Louis Levenson met with H. Dewain Herring on one occasion while he was in prison located in Columbia, South Carolina.

20. Describe the circumstances under which the Will was executed.

RESPONSE: I believe there were phone conversations and never a meeting for James Brown to execute the Will.

21. Set forth each way in which Albert Dallas benefited and/or could have benefited from the portions of the Estate Plan procured by undue influence.

RESPONSE: See Plaintiff's response to Interrogatory No. 10 above and also please refer to Attachment No. 1 attached hereto and identified herein as *Outline and Summary of Historical Events*.

22. Set forth each way in which Alfred Bradley benefited and/or could have benefited from the portions of the Estate Plan procured by undue influence.

RESPONSE: See Plaintiff's response to Interrogatory No. 10 above and also please refer to Attachment No. 1 attached hereto and identified herein as *Outline and Summary of Historical Events*.

23. Set forth each way in which David Cannon benefited and/or could have benefited from the portions of the Estate Plan procured by undue influence.

RESPONSE: See Plaintiff's response to Interrogatory No. 10 above and also please refer to Attachment No. 1 attached hereto and identified herein as *Outline and Summary of Historical Events*.

24. Set forth all facts and other evidence that James Brown suffered from mental incapacity and/or incompetency when he executed the Will, Trust, and other related documents.

RESPONSE: See Plaintiff's response to Interrogatory No. 10 above and also please refer to Attachment No. 1 attached hereto and identified herein as *Outline and Summary of Historical Events*. In addition to, please refer to the Amended Petition to Set aside Informal Probate and Amended Petition to Set Aside Trust and For Appointment of An Administrator in Intestacy as well as the testimony in all proceedings to date that have taken place in the Court of Common Pleas, Aiken County and other related and subsequent civil and criminal matters. The responding parties reserve the right to supplement this response once discovery is complete because to date there has been little or no discovery on the substantive issues in this case.

25. Set forth all facts and other evidence that James Brown suffered from physical incapacity when he executed the Will, Trust, and other related documents.

RESPONSE: My father had COPD, diabetes, and high blood pressure. He suffered from arthritis in legs from performing and bad feet along with problems with his teeth.

26. Set forth all facts and other evidence that James Brown was in a weakened physical and/or mental condition when he executed the Will, Trust, and other related documents.

RESPONSE: James Brown dropped out of elementary school at young age. He never completed school and throughout his life and musical career, he never received a full and formal education. James Brown was not fully capable of reading and comprehending legal and financial documents on his own.

In addition to his lack of education and his inability to read well, James Brown had an addiction to drugs and a history of drug abuse which altered and diminished his mental and physical faculties. At and around the time James Brown executed the Will, Trust, and other related documents he was mentally impaired by virtue of being under the influence of drugs and was in poor physical health having been diagnosed with COPD, diabetes, and high blood pressure. He suffered from arthritis in legs from performing and bad feet along with problems with his teeth. His trusted advisors knew this and exploited this

Please refer to the Amended Petition to Set aside Informal Probate and Amended Petition to Set Aside Trust and For Appointment of An Administrator in Intestacy as well as the testimony in all proceedings to date that have taken place in the Court of Common Pleas, Aiken County and other related and subsequent civil and criminal matters. The responding parties reserve the right to supplement this

response once discovery is complete because to date there has been little or no discovery on the substantive issues in this case.

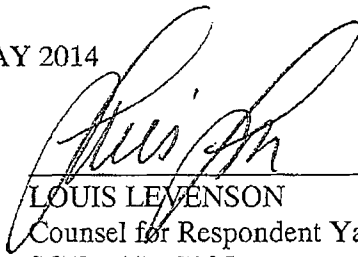
27. Set forth all facts and other evidence that James Brown exercised complete and continuing control over all entities and other assets purportedly owned by the Trust.

RESPONSE: None. There is no evidence that show James Brown exercised complete and continuing control over all entities and other assets purportedly owned by the Trust. However, there is plenty of evidence that David G. Cannon, Albert Dallas and Alford Bradley exercised complete and continuing control over all entities and other assets purportedly owned by the Trust to the exclusion of his other family and advisors. James Brown did have access, control and use of his Beech Island residence.

28. Set forth all facts and other evidence that James Brown had full and unfettered access to the assets purportedly owned by the Trust.

RESPONSE: None. There is no evidence that show James Brown had full and unfettered access to the liquid assets purportedly owned by the Trust. However, there is plenty of evidence that David G. Cannon, Albert Dallas and Alford Bradley controlled his finances. James Brown did have access, control and use of his personal residence located at 430 Douglas Drive, Beech Island, SC 29841. Also, please refer to Attachment No. 1 attached hereto and identified herein as *Outline and Summary of Historical Events*.

Respectfully submitted this 22 day of MAY 2014



LOUIS LEVENSON
Counsel for Respondent Yamma Brown
SC Bar No. 7395

LEVENSON & ASSOCIATES
125 Broad Street, SW
Atlanta, Georgia 30303
Ph: (404) 659-5000
Fax: (404) 659-1355
Email: louis@levensonlaw.com

IN THE STATE OF SOUTH CAROLINA)

COUNTY OF AIKEN)

IN RE:)

THE ESTATE OF JAMES BROWN)
A/K/A JAMES JOSEPH BROWN)

IN THE COURT OF COMMON PLEAS

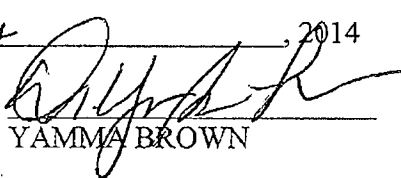
CASE NO. 2008-CP-02-1647

Yamma Brown's Responses To
Limited Special Administrator's
First Interrogatories

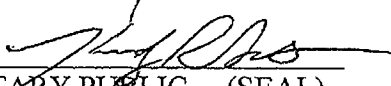
VERIFICATION

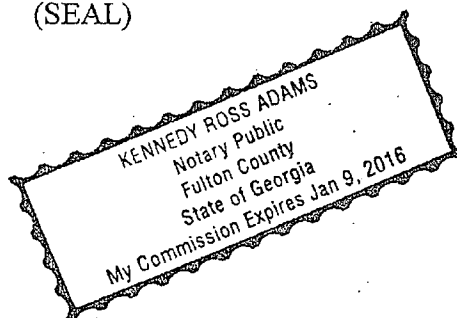
PERSONALLY APPEARED before the undersigned attesting officer duly authorized to administer oaths, YAMMA BROWN, who under oath deposes and says that to the best of her information and knowledge and belief, the facts contained in the foregoing *RESPONSES TO LIMITED SPECIAL ADMINISTRATOR'S FIRST INTERROGATORIES* are true and correct.

This 19 day of May, 2014


YAMMA BROWN

Sworn to and subscribed
before me this 19 day
of May, 2014


NOTARY PUBLIC (SEAL)



IN THE STATE OF SOUTH CAROLINA

COUNTY OF AIKEN

IN RE:

THE ESTATE OF JAMES BROWN
A/K/A JAMES JOSEPH BROWN

IN THE COURT OF COMMON PLEAS

CASE NO. 2008-CP-02-1647

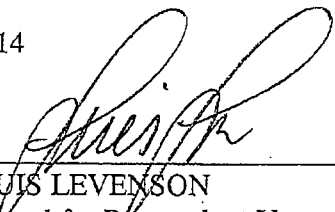
Yamma Brown's Responses To
Limited Special Administrator's
First Interrogatories

CERTIFICATE OF SERVICE

This is to certify that I have this day served a copy of the within and foregoing **YAMMA BROWN'S RESPONSES TO LIMITED SPECIAL ADMINISTRATOR'S FIRST INTERROGATORIES** upon the attorneys for the other parties by depositing a true and correct copy of same in the U.S. Mail, proper postage prepaid, addressed as follows:

John F. Beach
Lyndey Ritz Zwing
1501 Main Street, Fifth Floor
Columbia, South Carolina 29201
Email: john.beach@arlaw.com

Respectfully submitted this 22 day of MAY 2014



LOUIS LEVENSON
Counsel for Respondent Yamma Brown
SC Bar No. 7395

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Atlanta, Georgia 30303
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Fax: (404) 659-1355
Email: louis@levensonlaw.com

ATTACHMENT #1

OUTLINE AND SUMMARY OF HISTORICAL EVENTS

Beginning as early as 1984, David G. Cannon, Albert H. Dallas and Judge Alfred A. Bradley served in various confidential and highly personal, fiduciary capacities in relation to James Brown as his trusted legal, financial and business advisors. James Brown's businesses and performances were managed by these people, his funds were controlled by these people, his interactions with the legal system were presented by these people, his disputes with the IRS were handled by these people, his funds for daily living were doled out to him by these people and access to Mr. Brown was limited by the actions of these people.

More specifically:

(a) Beginning as early as 1984 and continuing through the date of James Brown's death, Albert H. Dallas served as Mr. Brown's personal and professional attorney, business manager and financial advisor. Specifically Mr. Dallas served in the following capacities and was to be paid, according to some loosely written letter agreement, a total of 5% of any or all of Mr. Brown's income though there appears to be NO billing by Dallas to Mr. Brown or to anyone or computation by Mr. Dallas or anyone else to Mr. Brown anywhere of the amounts due allegedly from Mr. Brown to Mr. Dallas (this is the basis, now after Mr. Brown's death, of Mr. Dallas' claims as a creditor of Mr. Brown's estate:

1. Beginning as early as 1985, Mr. Dallas undertook the continuing responsibility of negotiating and approving contracts and commissions for recordings and personal appearances performed by Mr. Brown.
2. Beginning at least as early as 1986, Mr. Dallas undertook to incorporate various corporate entities including but not limited to Living Productions, Inc., Godfather of Soul Music, and Geronimo Music for the purpose of obtaining and distributing royalties on musical performances by James Brown.
3. Beginning as early as 1986, Mr. Dallas undertook the continuing responsibility (without any known written engagement agreements or fee arrangements signed by Mr. Brown) of supervising the negotiation of contracts for commercial endorsements by Mr. Brown, for representing Mr. Brown in civil disputes arising out of his entertainment activities, and for negotiating contracts for the sale of merchandise and memorabilia relating to Mr. Brown's entertainment activities. Some of these "deals" involved additional compensation to Mr. Dallas beyond the amounts claimed due by Mr. Dallas in (a) above. Apparently Mr. Dallas simply paid himself or was able to obtain payments from Mr. Brown intermittently over the years without the presentation of any invoices, billing or statements of services rendered.
4. Beginning at least as early as 1987, Mr. Dallas undertook the continuing responsibility for review and approval of royalty payments to James Brown.

5. Beginning at least as early as 1994, Mr. Dallas was designated as a Personal Representative and Trustee under Mr. Brown's earlier purported will and served as a member of the Board of Directors of James Brown Enterprises, Inc.
6. In June of 1999, Mr. Dallas became a co-holder of a general power of attorney for the conduct of Mr. Brown's affairs and, as far as the undersigned knows, utilized that POA at various times without the knowledge of Mr. Brown or of anyone else.
7. In August of 2000, Mr. Dallas was named as a Co-Trustee of Mr. Brown's Irrevocable Trusts (at least one of which was a charitable trust) for which he and other co trustees were to be paid 50% of the gross income of the irrevocable trust as compensation for their services as co trustees.
8. In March of 2007, after the death of Mr. Brown on Dec. 25, 2006, Mr. Dallas became a member of the James Brown Trust Advisory Committee.

(b) Beginning as early as 1991, David G. Cannon, who is not nor has he ever been a CPA or an accountant (and who also, unbeknownst to Mr. Brown had been arrested, charged and convicted in Richland County, South Carolina for receiving stolen goods and received 18 months probation) became Mr. Brown's trusted (purported) "accountant", financial advisor, bookkeeper, cosignatory on bank accounts and business manager. Specifically:

1. Beginning as early as 1994, Mr. Cannon began to act as a member of the Board of Directors and as Comptroller of James Brown Enterprises, Inc.
2. In June of 1999, Mr. Cannon became a co-holder of a general power of attorney for the conduct of Mr. Brown's affairs.
3. Beginning at least as early as January of 2000, Mr. Cannon undertook to control and sign for distributions from the bank accounts of James Brown Enterprises, Inc without joint control or supervision by any other person, including Mr. Brown.
4. In August of 2000, Mr. Cannon was named to become a co- Trustee of the James Brown 2000 Irrevocable Trusts, one of which was a charitable trust, and was to be paid a commission for his services of part of 50% of the gross income of the charitable trust. This compensation was in addition to another purported agreement in writing in which Mr. Cannon was to be paid 5% of Mr. Brown's gross income from any source.
5. As early as August of 2002, Mr. Cannon established, without any signatory authority from Mr. James Brown, an entity known as Seventh Decade, owned wholly by Mr. Cannon, which assumed control of virtually all of Mr. Brown's income and assets and received, as of that time, approximately 2.5 million dollars of Mr. Brown's remaining cash on deposit in various accounts from the proceeds of the loan/"bond" deal which closed approximately June 5, 1999 in NYC. It was at this closing, according to an eyewitness at the closing, that Mr. Brown asked the lawyers and other persons at the closing table at the time of signing

the loan documents, if any of them had tried "gorilla", a slang term used by Mr. Brown to refer to liquid PCP.

6. In March of 2007, after the death of Mr. Brown on Dec. 25, 2006, Mr. Cannon became a member of the James Brown Trust Advisory Committee.

(c) Beginning as early as August of 1990, Judge Alfred A. Bradley (what we believe was a part time SC Magistrate Judge, though not a lawyer) became a trusted counselor, advisor, employee and trustee of Mr. Brown with power and authority to receive and distribute income and assets in his behalf. Specifically:

1. In August of 1990, Judge Bradley undertook to act as James Brown's prison work release program sponsor.
2. As early as 1994, Judge Bradley became an Officer and Director of James Brown Enterprises, Inc.
3. Beginning as early as April of 1998, Judge Bradley undertook to receive and distribute funds (mostly cash) on behalf of James Brown and James Brown Enterprises, Inc. for concerts performed by James Brown and to authorize pursuant to "Letters of Direction" payments of commissions from such concert proceeds to himself and other on tour with Mr. Brown.
4. In April of 1998, Judge Bradley was designated as a co Trustee under Mr. Brown's purported will.
5. In June of 1999, Judge Bradley became a co-holder of a general power of attorney for the conduct of Mr. Brown's affairs.
6. In August of 2000, Judge Bradley was nominated to become a Co-Trustee of Mr. Brown's Irrevocable Trust. It was in this document that at least one charitable trust was to be created from which Judge Bradley was to receive a share of 50% of the gross income for his compensation as a fiduciary, a sum unheard of in any trust indenture and inconceivable as compensation for a trustee to receive for services as fiduciary for a charity.
7. In March of 2007, after the death of Mr. Brown on Dec. 25, 2006, Judge Bradley became a member of the James Brown Trust Advisory Committee.

1. Based upon representations by a duly authorized representative of Joel A. Katz, that prior to Mr. Brown's death, Joel A. Katz, Attorney at Greenberg Traurig - served for more than 30 years as "a trusted legal and business advisor to Mr. Brown," including the legal representation of Mr. Brown in various matters including cataloging and analyzing his overall income, and in the creation of certain trusts and limited partnerships in order to structure a transaction for his financial benefit. Mr. Katz also served on the James Brown Trust Advisory Committee.

2. Beginning as early as 2005, Greenberg Traurig served as attorneys for James Brown, James Brown Enterprises, Inc. and the James Brown 2000 Irrevocable Trust.
3. In all of these relationships with Cannon, Dallas, Bradley, Katz and Greenberg Traurig, James Brown reposed great trust and confidence in their integrity and fidelity and had with all such persons a confidential relationship requiring the utmost standards of good faith, no self dealings and the absence of conflicts of interest.
4. Prior to August of 2002, a close business and personal relationship existed between David G. Cannon and Enterprise Bank, through which the Officers and Directors of Enterprise Bank were fully aware of the business and financial relationships between Mr. Cannon and Mr. Brown.
5. Beginning as early as August of 2002, David Cannon undertook to create and fully own for himself corporate entity called Seventh Decade Productions to funnel the income and assets of James Brown to Cannon and Dallas. This was in fact what happened sometime in 2002 without the knowledge or consent of James Brown.
6. As a result of the close business and personal relationship between David G. Cannon and the Officers and Directors of Enterprise Bank, the Plaintiffs/petitioners herein are informed and believe that Enterprise Bank was aware that the only source of funds which were available to Seventh Decade during the existence of its account with Enterprise Bank was James Brown, James Brown Enterprises, Inc. and the James Brown 2000 Irrevocable Trust.
7. Between August of 2002 and the date of Mr. Brown's death, David G. Cannon channeled more than \$3 million of the funds owned exclusively by James Brown, James Brown Enterprises, Inc. and the James Brown 2000 Irrevocable Trust to and through the Seventh Decade account at Enterprise Bank.
8. During that same period, David G. Cannon funneled more than \$1 million of these funds to himself, his entity DOC Associates and to Albert H. Dallas, all done without the knowledge or consent of Mr. Brown and without his signature on any such transfers.
9. Enterprise Bank holds itself out to the public as a bank which takes customer service seriously and goes above and beyond the call of duty to get to know its customers and to serve them better.

**SUMMARY OF ACTS ON THE PART OF CANNON, DALLAS AND BRADLEY
OCCURRING PRIOR TO JANUARY 1, 1999**

10. Beginning on or before January 1, 1999, Cannon, Dallas and Bradley entered into a an explicit civil and possibly criminal conspiracy to defraud James Brown and his related interests and entities which continued up to the date of his death and thereafter as evidenced by the steps each participant in the conspiracy took to achieve the goals of said conspiracy.
11. Pursuant to such conspiracy, Cannon, Dallas and Bradley did the following:

- (a) In breach of their fiduciary duties they undertook to charge James Brown and his related entities with excessive and exorbitant fees and commissions and without ANY accounting to James Brown or to the Court (Aiken County, Judge Doyet Early, presiding).
- (b) In pursuit of the objectives of such conspiracy, they procured the signature of James Brown on various documents by undue influence, fraud and/or forgery or, where applicable, simply inserted blank signature pages of Mr. Brown to documents which Mr. Brown did not ever see or approve of.
- (c) They fraudulently concealed these acts and practices from James Brown.

**SUMMARY OF ACTS BY CANNON, DALLAS AND BRADLEY
OCCURRING ON OR AFTER JANUARY 1, 1999**

A. SIPHONING OFF OF CONCERT REVENUES

1. On or after January 1, 1999, Cannon, Dallas and Bradley began or continued a scheme under which excessive and exorbitant fees and commissions were charged and collected against income generated by Mr. Brown from the performance of tours and concerts throughout the world (most of these revenues were paid to managers of the tours in CASH and not accounted for to anyone), through which Mr. Brown generated gross revenues of approximately \$4 million to \$6 million per year.
2. The evidence currently available to the Plaintiffs shows:
 - (a) Over a period of 48 months between January 1, 1999 and December 17, 2002, as the individual in control of the James Brown Enterprises, Inc. checking account, David G. Cannon issued a total of at least forty four checks payable to himself in the total amount of more than \$6 million for which there is no accounting or voucher to justify such payments. It is worth adding here, to show the unlawful and undisclosed nature of these payments to Mr. Cannon, that these amounts received by Cannon were not included in Mr. Cannon's income tax returns for the periods in question.
 - (b) Over a period of eleven months between February 8, 2004 and December 17, 2004, David G. Cannon issued a total of at least six checks to himself from the bank account of Seventh Decade at Enterprise Bank in the total amount of more than \$77,000.00. Again, no accounting for same.
 - (c) Over a period of 23 months from December 14, 2004 through November 21, 2006, David G. Cannon issued a total of at least 37 checks to DGC Associates from the bank account of Seventh Decade at Enterprise Bank in the total amount of \$619,000.00. Again, no accounting for same.

- (d) Over a period of two months from August 8, 2005 through October 9, 2005, David G. Cannon issued a total of at least three checks to himself from the bank account of Seventh Decade at Enterprise Bank in the total amount of \$52,300.00. Again, no accounting for any of the monies paid was ever provided to Mr. Brown or even after his death to the estate's representative despite repeated requests for accountings.
 - (e) Over a period of nine months between May 9, 2006 through January 1, 2007, David G. Cannon issued a total of ten checks to DGC Associates drawn on the bank account of James Brown Enterprises, Inc. in an amount in excess of \$173,000.00. Again, no accountings.
 - (f) Over a period of 34 months between February 25, 2004 and November 7, 2006, David G. Cannon issued a total of at least 16 checks to his co-conspirator Albert H. Dallas drawn on the account of Seventh Decade at Enterprise Bank in the total amount of at least \$282,000.00. Again, no accountings.
 - (g) Throughout this entire period, Judge Alford A. Bradley continuously channeled funds in excessive and exorbitant amounts from the proceeds of James Brown's concerts and tours entrusted to him to himself and his co-conspirators Cannon and Dallas in amounts yet to be determined because the funds from the concerts were either entirely or substantially in CASH.
3. When Mr. Brown (or father told us this himself) made inquiries of Mr. Cannon, Mr. Dallas and Judge Bradley as to "where his money went," without disclosing the amounts which they secretly siphoned off for their own use and benefit, their typical response was that Mr. Brown himself would need to "cut expenses or increase revenue," as evidenced by the Board of Directors Meeting Minutes of James Brown Enterprises, Inc. dated June 10, 2002. What is so ludicrous about this representation that Mr. Brown needed to cut expenses of his lifestyle was that at the time Cannon, Dallas and Bradley were telling our dad this information, they were receiving and spending literally millions of his dollars.

B. SIPHONING OFF PROCEEDS OF THE PULLMAN ROYALTY REVENUE STREAM SECURITIZATION

- 1. Beginning in or about February of 1999, in pursuit of a plan or a conspiracy, Cannon and Dallas undertook to effect a securitization of James Brown's royalty revenues from previous recordings into a lump sum.
- 2. In this scheme, the purported signature of James Brown was obtained by Cannon and his co-conspirators upon an agreement with the Pullman Group dated February 2, 1999, which ultimately led to a bond transaction (loan) in the amount of \$26 million.
- 3. The net proceeds of this transaction went to Cannon, with the knowledge and complicity of Dallas, who received an exorbitant and excessive commission of \$4.9 million, and that Dallas

received an additional commission of an as yet undetermined amount. Again, no contract for this money or any accounting has ever been seen or produced by Cannon and Dallas.

C. SIPHONING OFF PROCEEDS OF THE MORGAN STANLEY INVESTMENT

1. In June of 1999, approximately \$10 million of the proceeds from the Pullman bond transaction was invested with Morgan Stanley Dean Witter in the name of James Brown Enterprises, Inc. The express purpose of this money was to provide an annuity of sorts for Mr. Brown, the income of which would be used to support him. In spite of this plan, the funds were depleted and withdrawn by Cannon within 3 years or less.
2. All aspects of this investment were handled on behalf of James Brown by David G. Cannon and that Morgan Stanley never communicated directly with Mr. Brown nor confirmed the authenticity of various documents to which the purported signature of Mr. Brown was affixed in connection with such transactions to remove funds from Morgan Stanley account in the name of Mr. Brown or JBE.
3. Mr. Cannon induced Morgan Stanley to make a "gift" of \$50,000.00 from the proceeds of such investment to his co-conspirator Judge Bradley and that Morgan Stanley never confirmed Mr. Brown's authorization of this "gift."
4. Following the making of this investment, David G. Cannon induced Morgan Stanley to make the following distributions of the proceeds of this investment to the following bank accounts controlled by Mr. Cannon:
 - (a) Between January 12, 2000 and August 6, 2002, a total of at least 11 distributions to the bank account of James Brown Enterprises, Inc. controlled by Mr. Cannon in an amount exceeding \$7.1 million.
 - (b) Between June 22, 2002 and March 14, 2004, a total of at least 14 distributions to the Seventh Decade bank account at Enterprise Bank controlled by Mr. Cannon in amount exceeding \$2.9 million.
5. These distributions were made by Morgan Stanley without any direct or indirect contact between Morgan Stanley and James Brown. The contacts to allegedly authorize these transactions were made between Morgan Stanley and Cannon.
6. The evidence shows that substantial portions of these distributions by Morgan Stanley totaling in excess of \$12 million were then siphoned off by David Cannon to himself, to DGC Associates, and to Mr. Cannon's co-conspirators. As a proximate result of such actions, James Brown and his estate suffered damages in an amount exceeding \$12 million and subsequently sought punitive damages from the Defendant Morgan Stanley in 2008 in the matter of Adele J. Pope and Robert L. Buchanan, Jr., as Personal Representatives of the Estate of James Brown, deceased, and as Trustees of the 2000 Irrevocable Trust vs. Morgan Stanley; United States District Court of South Carolina, Aiken Division, Case Number: 1:08-CV-01672-WOB; James

Brown Enterprises, Inc. vs. Morgan Stanley, Financial Industry Regulatory Authority Arbitration, Case Number: 08-01207.

However, the Estate of James Brown, and James Brown Enterprises reached a settlement at mediation of the following claims:

- (a) FINRA Dispute Resolution Arbitration Claim, Case No. 08-01207, James Brown Enterprises, Inc. v. Morgan Stanley, dated April 18, 2008.
- (b) The Estate of James Brown, etc. v. Morgan Stanley, Civil Action No. 1:08-CV-1672-WOB, filed in the United States District Court for the District of South Carolina, Aiken Division, on April 21, 2008.

Following the settlement of these claims on July 16, 2009, a confidential disclosure of the amount of the settlement was made to Daryl Brown, individually and on behalf of his minor child, Janice 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; Larry Brown; Tanya Brown; and Venisha Brown with the express understanding that such settlement amount would be kept confidential.

D. THE 985 BROAD STREET, AUGUSTA, GEORGIA PROPERTY TRANSACTION

1. On August 1, 2000, the James Brown 2000 Irrevocable Trust was created with Cannon, Bradley and Dallas acting as Trustees.
2. Following the creation of the James Brown 2000 Irrevocable Trust, Cannon, Dallas and Bradley entered into a transaction in which they purchased a parcel of property located at 985 Broad Street in Augusta, Georgia from SouthTrust Bank, with the property being titled in the name of Cannon, Dallas and Bradley as Trustees for the James Brown 2000 Irrevocable Trust.
3. In order to secure the purchase price of this transaction, on September 29, 2000, an installment note in the amount of \$745,000.00 payable to SouthTrust Bank was executed by the Bradley as Secretary-Treasurer of James Brown Enterprises, Inc. and the purported signature of James Brown was also affixed to this installment note.
4. Following this transaction, no payments were EVER made on the installment note, and on August 3, 2001, the Cannon, Dallas and Bradley were notified by attorneys for SouthTrust Bank that the installment note was in default.
5. When no further action was taken by Cannon, Dallas and Bradley, on September 6, 2001, suit was filed by SouthTrust Bank against the James Brown 2000 Irrevocable Trust, James Brown Enterprises, Inc. and James Brown, and Dallas accepted service as attorney for all defendants on October 31, 2001 (Re: SouthTrust Bank, a United States Bank vs. Alford Bradley, As Trustee Under Irrevocable Trust Agreement; David Cannon As Trustee Under Irrevocable Trust Agreement; Albert Dallas, As Trustee Under Irrevocable Trust Agreement; James Brown, As Grantor; James Brown Enterprise, Inc.; James Brown; Superior Court of Richmond County, GA, Case Number: 2001RCCV00728)

6. On November 29, 2001, Dallas filed an Answer to this suit in which he admitted that James Brown Enterprises, Inc. and James Brown individually had guaranteed payment of this installment note.
7. When Mr. Dallas' deposition was taken in that case on January 15, 2002, he testified that the installment note had not been paid due to "unavailability of funds" which as has been shown above, is patently false because there were adequate funds to service the loan or loans (the funds siphoned off or stolen by Cannon and Dallas).
8. In breach of their fiduciary duties to James Brown, James Brown Enterprises, Inc. and the James Brown 2000 Irrevocable Trust, the Cannon, Dallas and Bradley allowed a default judgment to be entered against Mr. Brown, James Brown Enterprises, Inc. and the James Brown 2000 Irrevocable Trust on April 25, 2002 in the amount of \$800,000.00 plus \$113,000.00 in attorneys' fees.
9. As a result, on August 12, 2002, a judgment for in excess of \$914,000.00 was filed in Aiken County, South Carolina against James Brown, James Brown Enterprises, Inc. and the James Brown 2000 Irrevocable Trust.
10. When SouthTrust Bank attempted to execute this judgment against property of James Brown Enterprises, Inc. in Aiken County, between October 18 and November 1, 2002, David Cannon purchased an assignment of this \$914,000.00 judgment against James Brown, James Brown Enterprises, Inc. and James Brown 2000 Irrevocable Trust in his own behalf for an amount believed to approximate \$41,000.00. In other words, Cannon then owned the judgment against his own client Mr. Brown and could collect \$914,000 from Brown based on his payment of \$41,000 for the judgment.
11. Notwithstanding Dallas' assertion that this installment note was not paid due to "unavailability of funds," between the date the installment note was executed on September 29, 2000 and the date that David Cannon's acquisition of the \$914,000.00 judgment in his own behalf was completed on November 1, 2002, David G. Cannon funneled more than \$3.1 million to himself from the James Brown Enterprises, Inc. bank account.
12. In an attempt to collect upon this improperly obtained judgment assignment, Mr. Cannon filed his improperly obtained assignment of the \$914,000.00 judgment in the Court of Common Pleas for Aiken County on January 3, 2007.

E. THE \$900,000.00 CHECK TRANSACTION

1. In April of 2006, pursuant to an audit conducted by a group of certified public accountants known as the Haber Corporation, an agreement was reached between Universal Recordings, Inc. and a James Brown corporate entity known as James Brown, LLC under which Universal Recordings agreed to a payment of previously unpaid but overdue royalties for Mr. Brown in the amount of \$900,000.00.

2. Pursuant to such agreement, on July 14, 2006 Universal Recordings issued a check payable to James Brown, LLC Collection Account M & T Bank in the amount of \$900,000.00.
3. By copy of a letter dated July 24, 2006, Cannon and Dallas were notified that there were "multiple third-party obligations" involved in the issuance of this \$900,000.00 check, and that these funds should be disbursed only in accordance with the applicable agreements."
4. Cannon knew, as a result of his involvement in the Pullman Group bond transaction above, that the trustee for the holder of the Pullman bonds was entitled to receive the proceeds of this check.
5. Notwithstanding this knowledge, on August 1, 2006, David G. Cannon deposited this check in the bank account of the James Brown 2000 Irrevocable Trust at the Enterprise Bank, from which he then wrongfully made the following unauthorized payments to himself from the proceeds of this check:
 - (a) On December 12, 2006, a payment of \$50,000.00.
 - (b) On December 20, 2006, a payment of \$5,000.00.
 - (c) At or around the date of Mr. Brown's death on December 25, 2006, a payment of \$350,000.00 payable to Mr. Cannon's entity DG Associates bearing a purported date of December 22, 2006, but negotiated by the Enterprise Bank three days after Mr. Brown's death on December 28, 2006.
6. On December 18, 2007, the circuit court, Judge Doyet A. Early, III presiding in the matter of The Estate Of James Brown a/k/a James Joseph Brown Case Number: 2007- CP -02-0122, In The Aiken County Circuit Court Of Common Pleas, found Cannon in contempt of court for violating (1) an August 10, 2007 order mandating that Cannon give up all authority and cease all activities relating to the James Brown estate, the Brown trusts, and all Brown entities (which Cannon violated by filing amended tax returns without authority); and (2) an October 2, 2007 order requiring Cannon to pay back \$373,000.00 that he had misappropriated from Brown's estate.

The circuit court ordered Cannon to be incarcerated for six months for the contempt. However, the circuit court stated Cannon could purge himself of the contempt "by the payment of the aforementioned \$373,000, the payment into this court of \$50,000 to be applied towards the payment of attorneys' fees incurred by the various parties, and the payment of a fine of \$10,000.00."

Cannon appealed and posted an appeal bond. According to Cannon's attorney, when his bond ran out, Cannon was forced to report to the Aiken County Detention Center and go to jail on February 11, 2009 to serve his sentence. Cannon was released three months later, on May 11, 2009.

The Court of Appeals affirmed in part, reversed in part, and remanded for further proceedings; it upheld all of the circuit court's findings regarding the contempt except for the amount awarded towards attorneys' fees and the imposition of the fine. *Ex parte Cannon*, 385 S.C. 643, 685 S.E.2d 814 (Ct. App. 2009).

F. DESCRIPTION OF OTHER ACTS AND PRACTICES OF CANNON, DALLAS AND BRADLEY PURSUANT TO SUCH CONSPIRACY

1. Beginning before and continuing after January 1, 1999, Cannon, Dallas and Bradley continuously breached their fiduciary duties to James Brown and his related entities and interests by improperly appropriating his income and assets in various ways including:
 - (a) Creating and continuing the operation of corporations and other entities such as, without limitation, Living Productions, Inc., Godfather of Soul Music and Geronimo Music, LLC, through which revenues resulting from the professional activities of Mr. Brown were channeled into the possession and control of Mr. Dallas and his co-conspirators.
 - (b) Appropriating to themselves ownership interests in such entities in order to gain control of income resulting from Mr. Brown's professional activities, popularity and good will.
 - (c) Similar activities the nature and extent of which is unknown at this time.
2. By way of illustration:
 - (a) Checks payable to Living Productions, Inc. were channeled into the offices of Dallas and that Dallas somehow, without the consent or signature of Mr. Brown, acquired a one third ownership interest in Living Productions, Inc.
 - (b) That checks payable to Godfather of Soul Music were channeled into the offices of the Defendant Dallas.
 - (c) That Cannon and Dallas obtained a 22% ownership interest in Geronimo Music, LLC (which owned music rights to certain songs and music of Mr. Brown) and that substantial distributions whose exact amount are unknown at this time were made to Cannon and Dallas from the income stream of Geronimo Music.
 - (d) That in or about November 2001, Cannon, Dallas and Bradley used the purported signature of James Brown to acquire a 40% interest in the royalties from the sale of the James Brown dancing (bobble head?) doll, thereby acquiring revenues in excess of \$95,000.00 from such royalties.
3. These activities resulted in substantial damages to James Brown, James Brown Enterprises, Inc. and the James Brown 2000 Irrevocable Trust occurring on and after January 1, 1999.

G. THE MORGAN STANLEY INVESTMENT ACCOUNT

1. On or about June 22, 1999, Morgan Stanley opened a brokerage account in the name of James Brown Enterprises, Inc., a South Carolina corporation with its principal place of business in the Aiken County.
2. This account was opened by Morgan Stanley with the expectation that the assets of such account would be used for the benefit of James Brown, a resident of the Aiken County, South Carolina.
3. The allegations were based in part on the provisions of the Morgan Stanley "Investment Policy Statement", and in part on the deposition testimony of Morgan Stanley investment advisor Joseph P. Lizzio.
4. In this deposition of Mr. Lizzio taken pursuant to an Order of the Court in the James Brown Estate Litigation pending in the Court of Common Pleas in Aiken County, South Carolina, C/A No. 2007-CP-02-122, Mr. Lizzio stated:
 - (a) That it "was just understood" that the investment would be made "on behalf of James Brown" and that "he's going to be the client";
 - (b) That he had been told that "Mr. Brown was going to use the proceeds to methodically sort of live off the portfolio";
 - (c) That he understood that this investment account was "ultimately" for Mr. Brown's use, and that the intent was "to generate income sufficient for Mr. Brown's personal needs," and "to generate cash flow to supplement his income"; and
 - (d) Mr. Lizzio also identified Deposition Exhibit # 21 dated February 5, 2001 in which he had referred to this investment account as "Mr. Brown's portfolio".
5. Between June 22 and October 1, 1999, \$10 million was invested in this account, and by December 31, 1999, due to market appreciation, the account balance exceeded \$12 million.
6. In July of 1999, Morgan Stanley prepared an "Investment Policy Statement" for this account with the stated purpose of developing a "sound long-term investment policy".
7. Pursuant to this "Investment Policy Statement," Morgan Stanley stated that the assets of the account would be used "to supplement the current income of Mr. Brown," and that it was "expected that the cash-flow requirements from this portfolio will be approximately \$1.4 MM annually".
8. This "Investment Policy Statement" further stated that the specific investment objective of this account was "to achieve an average annual rate of return of 11.41% net of fees (over a period of ten years)".
9. With respect to these figures, Morgan Stanley's investment advisor Joseph Lizzio acknowledged:

- (a) That an average annual rate of return of over 11% on an investment of \$10 million would be expected to generate \$1.1 million of annual income;
 - (b) That a projected annual cash outflow of \$1.4 million to Mr. Brown, and an annual income projection of \$1.1 million would result in "only a \$300,000 shortfall" and
 - (c) That with an annual shortfall of \$300,000, the time it would take to exhaust a \$10 million investment "would be somewhere between 20 and 30 years".
10. The Morgan Stanley "Investment Policy Statement" included in Exhibit A further stated that a Morgan Stanley advisor would "meet with the investor no less than annually (preferably semi-annually) to review and explain the portfolio's investment results and any other related issues worthy of discussion".
11. Notwithstanding these provisions and the plans to provide long term income for Mr. Brown, Plaintiffs are informed and believe that Morgan Stanley dealt exclusively with James Brown Enterprises' Comptroller David G. Cannon with respect to this investment account and that neither Mr. Lizzio nor any other representative of Morgan Stanley ever communicated with James Brown.
12. These allegations above are based in part on the following deposition testimony of Morgan Stanley investment advisor Joseph Lizzio, including:
- (a) Mr. Lizzio acknowledged that the only source for background information on James Brown was David Cannon and that he had not spoken with James Brown;
 - (b) Mr. Lizzio acknowledged that he never spoke to James Brown or communicated with him "in any way," and that "everything was handled by Mr. Cannon"; and
 - (c) Mr. Lizzio acknowledged that he "never had a communication with" James Brown, and that he "always dealt with David Cannon".
13. Further, as a result of withdrawals from this investment account instigated by Mr. Cannon which were inconsistent with the objectives of the Morgan Stanley "Investment Policy Statement", over a period of 26 months between January 12, 2000 and March 25, 2002, more than \$6.7 million was withdrawn from this investment account.
14. The evidence presented in this case shows:
- (a) That these withdrawals which were inconsistent with the objectives of the Morgan Stanley "Investment Policy Statement" were approved and executed by Morgan Stanley's duly authorized agent Joseph Lizzio without consultation with or confirmation by Mr. Brown, for whose benefit the account was created
 - (b) That these withdrawals which were inconsistent with the objectives of the Morgan Stanley "Investment Policy Statement" were approved and executed by Morgan Stanley's duly authorized agent Joseph Lizzio despite Mr. Lizzio's concern with what he described as an excessive withdrawal or "burn rate" in the account; and
 - (c) That, notwithstanding this concern about this excessive "burn rate," the only action which Morgan Stanley and its investment advisor Joseph Lizzio took was to make one telephone call to Mr. Brown's home in which "a woman answered," but Mr. Lizzio

“couldn’t tell you whether it was a house maid or wife or whom,” and in which Mr. Lizzio “explained who I was and said that . . . I’d really like to speak with him, but he never called me back”.

15. In addition, these excessively large withdrawals from this investment account were initiated by Mr. Cannon in breach of his fiduciary duty to James Brown and the James Brown 2000 Irrevocable Trust, and that they were also made pursuant to a civil and or criminal conspiracy between the following parties to siphon off excessive fees and commissions from James Brown and his related entities:
 - (a) David G. Cannon, as accountant for James Brown, Comptroller for James Brown Enterprises, Inc., co-holder of Mr. Brown’s Durable Power of Attorney, and Trustee of the James Brown 2000 Irrevocable Trust;
 - (b) Albert H. Dallas, as attorney for James Brown and his related entities, co- holder of Mr. Brown’s Durable Power of Attorney, and Trustee of the James Brown 2000 Irrevocable Trust; and
 - (c) Alford A. Bradley, as an Officer of James Brown Enterprises, Inc., co- holder of Mr. Brown’s Durable Power of Attorney, and Trustee of the James Brown 2000 Irrevocable Trust.
16. Pursuant to such continuing pattern of breach of fiduciary duty by David G. Cannon and civil conspiracy between Mr. Cannon, Mr. Dallas and Mr. Bradley:
 - (a) Over a period of eight years between January 1, 1999 and Mr. Brown’s death on December 25, 2006, David G. Cannon siphoned off more than \$12 million in excessive fees and commissions from Mr. Brown and his related entities; and
 - (b) From the more than \$6.7 million in withdrawals initiated by David G. Cannon from this Morgan Stanley investment account, more than \$4.2 million was passed through directly to David G. Cannon.
17. Among the excessive withdrawals from the Morgan Stanley investment account in violation of the Morgan Stanley “Investment Policy Statement” which passed through directly to David G. Cannon were the following:
 - (a) On July 10, 2000, \$1.3 million was withdrawn from the Morgan Stanley investment account, and, on the following day, more than \$1 million was siphoned off by David Cannon;
 - (b) On July 13, 2000, more than \$557,000 was withdrawn from the Morgan Stanley investment account, and two weeks later \$300,000 was siphoned off by David Cannon;
 - (c) On January 17, 2001, \$800,000 was withdrawn from the Morgan Stanley investment account, and five days later \$350,000 was siphoned off by David Cannon;
 - (d) On January 31, 2001, \$100,000 was withdrawn from the Morgan Stanley investment account, and the following day \$100,000 was siphoned off by David Cannon;
 - (e) On June 12, 2001, more than \$881,000 was withdrawn from the Morgan Stanley investment account, and on the same day, \$845,000 was siphoned off by David Cannon;

- (f) On October 1, 2001, \$800,000 was withdrawn from the Morgan Stanley investment account, and on the following day, \$800,000 was siphoned off by David Cannon; and
 - (g) On March 25, 2002, \$500,000 was withdrawn from the Morgan Stanley investment account, and three days later, \$500,000 was siphoned off by David Cannon.
18. In approving and executing the more than \$6.7 million in transfers from the Morgan Stanley investment account, in violation of the Morgan Stanley "Investment Policy Statement," without consultation with or confirmation by Mr. Brown, and certainly without any signature from Mr. Brown, Morgan Stanley and its duly authorized agent Joseph Lizzio:
- (a) Were negligent, reckless, willful and wanton in one or more of the ways described;
 - (b) Breached their fiduciary duties to James Brown;
 - (c) Aided and abetted David G. Cannon in his continuing breach of fiduciary duty; and
 - (d) Aided and abetted Mr. Cannon, Mr. Dallas and Mr. Bradley in their continuing civil conspiracy.
19. Morgan Stanley and its duly authorized agent and registered representative Joseph Lizzio, upon the instructions of David Cannon, Mr. Brown's comptroller and/or bookkeeper and accounts manager, were negligent, reckless, willful and wanton in one or more of the following ways:
- (a) In failing to comply with the "Approval, Supervision and Control" provisions of NYSE Rule 342;
 - (b) In failing to comply with the "Diligence as to Accounts" provisions of NYSE Rule 405(1) requiring each member organization to "use due diligence to learn the essential facts relative to every customer . . . accepted or carried by such organization;"
 - (c) In failing to comply with the "Supervision of Accounts" provisions of NYSE Rule 405(2) requiring every member organization to "supervise diligently all accounts handled by registered representatives of the organization;" and
 - (d) In failing to comply with the "Business Conduct" provisions of NYSE Rule 401(a) which requires that every member organization "shall at all times adhere to the principles of good business practice in the conduct of his or its business affairs."
20. Morgan Stanley and its duly authorized agent and investment advisor Joseph Lizzio, upon instructions from Cannon, violated the letter and spirit of the NYSE "Anti-Money Laundering Compliance Program" Rule 445 adopted October 8, 1999, and related regulations, by failing to "develop and implement a written anti-money laundering program reasonably designed to achieve and monitor compliance with the requirements of the Bank Secrecy Act (31 U.S.C. 5311, et seq.)," and by failing to identify and report the transfers from the Morgan Stanley investment account, as "suspicious transactions."
21. Further IF Morgan Stanley properly monitored and supervised this account, it would have discovered that David G. Cannon and his co-conspirators were siphoning off the proceeds of this account for their own use and benefit.

22. By entrusting Morgan Stanley with this investment account, James Brown reposed great trust and confidence in the integrity and fidelity of Morgan Stanley, and Morgan Stanley assumed a fiduciary duty to James Brown to act in his financial best interest. It is clear that during periods of mental and/or physical weakness, perhaps induced by drugs or drugs and alcohol, Mr. Brown was influenced to take certain actions or to fail to monitor these transactions, all of which were to his detriment. In other words, he was influenced to do so at a time when the judgment of others in a confidential relationship substituted their judgment for that of Mr. Browns.
23. Morgan Stanley breached its fiduciary duties to James Brown, proximately resulting in actual and punitive damages.
24. By failing to comply with the provisions of NYSE Rules 342, 401, 405 and 445, and by making the transfers out of this investment account, without a proper investigation and without consultation with or confirmation by James Brown, Morgan Stanley and its duly authorized agent Joseph Lizzio, upon instructions from Cannon, aided and abetted and rendered substantial assistance to David G. Cannon in his breach of fiduciary duty to James Brown and his related entities, thereby causing damages to James Brown.
25. By failing to comply with the provisions of NYSE Rules 432, 401, 405 and 445, and by making the transfers out of this investment account, without a proper investigation and without consultation with or confirmation by James Brown, Morgan Stanley and its duly authorized agent Joseph Lizzio, upon the instructions from Cannon, aided and abetted and rendered substantial assistance to the civil conspiracy of Mr. Cannon, Mr. Dallas and Mr. Bradley to siphon off excessive fees and commissions from James Brown and his related entities, thereby causing damages to James Brown.
26. As a proximate result of such actions, James Brown had suffered damages in an amount exceeding \$12 million and sought punitive damages from the Defendant Morgan Stanley in a lawsuit in an amount to be determined by the Court and jury. However, the Estate of James Brown, and James Brown Enterprises reached a settlement at mediation of the following claims:
 - (a) FINRA Dispute Resolution Arbitration Claim, Case No. 08-01207, James Brown Enterprises. Inc. v. Morgan Stanley, dated April 18, 2008; and
 - (b) The Estate of James Brown. etc. v. Morgan Stanley, Civil Action No. I :08-CV-1672-WOB, filed in the United States District Court for the District of South Carolina, Aiken Division, on April 21, 2008.

Following the settlement of these claims on July 16, 2009, a confidential disclosure of the amount of the settlement was made to Daryl Brown, individually and on behalf of his minor child, Janice 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; Larry Brown; Tanya Brown; and Vanisha Brown with the express understanding that such settlement amount would be kept confidential.

H. STATE OF SOUTH CAROLINA VS. DAVID G. CANNON

In 2010, South Carolina Law Enforcement indicted David G. Cannon on several charges including but not limited Breach of trust with fraudulent intent, value \$5,000 or more and Forgery, value \$5,000 or more; see Indictment #'s 2010GS0600137; 2010GS0600138; 2010GS0600139; 2010GS0600140; 2010GS0600141; 2010GS0600142; 2010GS0600143; 2010GS0600144; and 2010GS0600145.

However on 10/27/2011, David G. Cannon reached a deal with the Attorney General's Office and pled guilty to two counts of Breach of trust with fraudulent intent, value \$5,000 or more (2010-GS-06-00137 & 2010-GS-06-00139) in exchange for dismissal/nolle prosequi of the remaining seven (7) counts of Breach of trust with fraudulent intent, value \$5,000 or more and Forgery, value \$5,000 or more.

David G. Cannon received a sentence of 10 yrs; Suspended upon 3 yrs Home Confinement & 5 yrs Probation, Concurrent to 2010-GS-06-00139. May end Home Confinement after 20 months, if all Conditions have been complied with. Probation to begin immediately. See File for Conditions of Home Confinement.

On May 1, 2014, David G. Cannon was ordered by the State of South Carolina to pay restitution of \$12,000,000.00 to the James Brown Estate and Trust by Order of Honorable R. Knox McMahon of the Barnwell County, SC Court of General Sessions in the Second Judicial Circuit.

IN THE COURT OF COMMON PLEAS
CASE NO. 2008-CP-02-1647

Yamma Brown's Responses To Limited Special Administrator's First Request for Production of Documents

Yamma Brown's Responses To Limited Special Administrator's First Request for Production of Documents

NOW COMES the following lawful heir of James Joseph Brown, Plaintiff in the above captioned case, as well as all predecessors and successors to this civil matter, including without limitation Case Nos. 2007-ES-02 0056, 2007-CP-02-0122, 2008-CP-02-01647, 2013-CP-02-02849, 2013-CP-02-02850, and 2013-CP-02-02851, and Respondent herein: YAMMA BROWN, by and through counsel of record, and hereby files her responses to David C. Sojourner, Jr., (“the LSA”), as Limited Special Representative of the Estate of James Brown (the “Estate”) and Limited Special Trustee of The James Brown August I, 2000 Irrevocable Trust Agreement (the “Trust”) First Request for Production of Documents as follows:

a. The following responses are based upon information presently available to this Plaintiff which this Plaintiff believes to be correct. Said responses are made without prejudice to this Plaintiff's right to utilize subsequently discovered facts.

b. No incidental or implied admissions of fact by this Plaintiff is made by the responses below. The only admissions are expressed admissions. The fact that this Plaintiff have answered any interrogatories or produced any documents herein may not properly be taken as an admission that this Plaintiff accepts or admits the existence of any facts set forth or assumed by such interrogatories or request for production of documents, or that such response constitutes admissible evidence. The fact that this Plaintiff has answered part or all of any interrogatory or request for production of documents is not

intended to, and shall not be, construed to be a waiver by this Plaintiff of all or any part of an objection of this Plaintiff to the admissibility of same at trial, or the relevance of the response.

- c. Responses to these interrogatories and requests for production of documents may be supplemented upon this Plaintiff's further investigations and acquisitions of information which this Plaintiff does not either possess or recall at this time. However, any such further supplementation shall be made only in accordance with the South Carolina Rules of Civil Procedure Act, Rule 33(b).
- d. The Preliminary Statement is incorporated in each of the responses set forth below.
- e. The Plaintiff shows that, notwithstanding any of the definitions or preliminary instructions contained within LSA's Interrogatories and Requests to Produce, Plaintiff will only provide responses which are required pursuant to the South Carolina Rules of Civil Procedure Act.
- f. As to any of the definitions that precede LSA's First Interrogatories to Plaintiffs and which seek information or documents that include trial preparation and/or privileged materials or communications, Plaintiff objects. In this regard, these interrogatories are over broad in that they seek the discovery of documents or communications of Plaintiff's attorneys or representatives.

GENERAL OBJECTIONS

Plaintiff objects generally to LSA's First Interrogatories and Request for Production of Documents to Plaintiffs on each of the following grounds:

- A. Plaintiff reserves the right to supplement or amend these responses and objections as additional information becomes available to Plaintiffs.
- B. Plaintiff further reserves the right to move for a Protective Order or to seek any other relief provided under the South Carolina Rules of Civil Procedure Act.
- C. Plaintiff further objects generally to LSA's First Interrogatories and Request for Production of Documents to the extent that they:
 - 1. Seek information protected from disclosure by virtue of the attorney-client privilege;
 - 2. Seek information which contains confidential business information;

3. Seek information which is immune from discovery by virtue of the Work Product Doctrine;
4. Seek information which is neither relevant to the subject matter of the pending litigation, nor reasonably calculated to lead to discovery of admissible evidence;
5. Seek identification of documents which are not in Plaintiff's possession or control.

RESPONSES TO FIRST REQUEST FOR PRODUCTION OF DOCUMENTS

LSA'S DISCLAIMER: In response to this and all other Requests for Production, because the Actions reside in the South Carolina Court of Common Pleas, if You choose to make Documents available for inspection and copying instead of providing copies, the LSA respectfully asserts You may not properly choose to make such Documents available for inspection and copying at a location outside of South Carolina.

1. All Documents relating to the claims and/or defenses raised by You or any other Party in this case.

RESPONSE: Plaintiff will make available and produce all such documents for copying and inspection at a mutually agreeable time at the office of Levenson & Associates, 125 Broad Street, SW, Atlanta, Georgia 30303. In addition, please refer the exhibits already tendered into evidence at all proceedings in the Court of Common Pleas, Aiken County. Plaintiff does hereby reserve the right to supplement this response as discovery continues and/or upon receipt of additional information.

2. All exhibits that You intend to use at trial.

RESPONSE: Discovery is ongoing and it is premature for Plaintiff to identify all exhibits she intends to use at the trial of this case. However, Plaintiff will make available and produce all such documents for copying and inspection at a mutually agreeable time at the office of Levenson & Associates, 125 Broad Street, SW, Atlanta, Georgia 30303. In addition, please refer the exhibits already tendered into evidence at all proceedings in the Court of Common Pleas, Aiken County. Plaintiff does hereby reserve the right to supplement this response as discovery continues and/or upon receipt of additional information

3. The complete file(s) of all the expert witness(es), including but not limited to, any and all reports, correspondence, fee agreement's, schedules, notes or other documentation reviewed, used, relied upon, or prepared by the expert witness(es).

RESPONSE: Plaintiff has neither retained nor identified an expert witness(es) at this time. However, Plaintiff reserves the right to supplement this response as discovery continues and/or upon receipt of additional information.

4. All Documents identified in response to the Limited Special Administrator's First Requests for Production to You.

RESPONSE: Plaintiff will make available and produce all such documents for copying and inspection at a mutually agreeable time at the office of Levenson & Associates, 125 Broad Street, SW, Atlanta, Georgia 30303. In addition, please refer the exhibits already tendered into evidence at all proceedings in the Court of Common Pleas, Aiken County. Plaintiff does hereby reserve the right to supplement this response as discovery continues and/or upon receipt of additional information.

5. All photographs, plats, sketches or other prepared documents in Your possession that relate to any claim or defense in the case.

RESPONSE: Plaintiff will make available and produce all such documents for copying and inspection at a mutually agreeable time at the office of Levenson & Associates, 125 Broad Street, SW, Atlanta, Georgia 30303. In addition, please refer the exhibits already tendered into evidence at all proceedings in the Court of Common Pleas, Aiken County. Plaintiff does hereby reserve the right to supplement this response as discovery continues and/or upon receipt of additional information.

6. All Documents related to any medical examination of, or medical treatment to James Brown during the period beginning January 1, 1999 through December 25, 2006.

RESPONSE: Plaintiff will produce all such documents at the law offices of Levenson & Associates, 125 Broad Street, SW, Atlanta, Georgia 30303 at a date and time mutually agreeable to counsel for the parties. However, Plaintiff reserves the right to supplement this response as discovery continues and/or upon receipt of additional information.

7. All Documents relating to the contention that, when James Brown executed the Will and/or Trust, he was not mentally capable of knowing: a. the nature and extent of his property; b. the objects of his bounty; and/or c. that he was making a will which would result in a disposition of property after his death.

RESPONSE: Plaintiff will make available and produce all such documents for copying and inspection at a mutually agreeable time at the office of Levenson & Associates, 125 Broad Street, SW, Atlanta, Georgia 30303. In addition, please refer the exhibits already tendered into evidence at all proceedings in the Court of Common Pleas, Aiken County. Plaintiff does hereby reserve the right to supplement this response as discovery continues and/or upon receipt of additional information.

8. All Documents relating to the contention that any person used coercion or exercised undue influence against James Brown related to execution of the Will and/or Trust.

RESPONSE: Plaintiff will make available and produce all such documents for copying and inspection at a mutually agreeable time at the office of Levenson & Associates, 125 Broad Street, SW, Atlanta, Georgia 30303. In addition, please refer the exhibits already tendered into evidence at all proceedings in the Court of Common Pleas, Aiken County. Plaintiff does hereby reserve the right to supplement this response as discovery continues and/or upon receipt of additional information.

9. All Documents relating to the contention that any person allegedly exercising undue influence over James Brown had a confidential and/or fiduciary relationship with James Brown.

RESPONSE: Plaintiff will make available and produce all such documents for copying and inspection at a mutually agreeable time at the office of Levenson & Associates, 125 Broad Street, SW, Atlanta, Georgia 30303. In addition, please refer the exhibits already tendered into evidence at all proceedings in the Court of Common Pleas, Aiken County. Plaintiff does hereby reserve the right to supplement this response as discovery continues and/or upon receipt of additional information.

10. All Documents relating to the contention that suspicious circumstances surrounded the preparation, formulation, and/or execution of the Estate Plan, Will, and/or Trust.

RESPONSE: Plaintiff will make available and produce all such documents for copying and inspection at a mutually agreeable time at the office of Levenson & Associates, 125 Broad Street, SW, Atlanta, Georgia 30303. In addition, please refer the exhibits already tendered into evidence at all proceedings in the Court of Common Pleas, Aiken County. Plaintiff does hereby reserve the right to supplement this response as discovery continues and/or upon receipt of additional information.

11. All Documents relating to the contention that certain persons exercising undue influence over James Brown received an undue benefit from James Brown's Estate Plan, Will and/or Trust.

RESPONSE: Plaintiff will make available and produce all such documents for copying and inspection at a mutually agreeable time at the office of Levenson & Associates, 125 Broad Street, SW, Atlanta, Georgia 30303. In addition, please refer the exhibits already tendered into evidence at all proceedings in the Court of Common Pleas, Aiken County. Plaintiff does hereby reserve the right to supplement this response as discovery continues and/or upon receipt of additional information.

12. All Documents relating to the contention James Brown was not acting of his own free will in executing the Will and/or Trust.

RESPONSE: Plaintiff will make available and produce all such documents for copying and inspection at a mutually agreeable time at the office of Levenson & Associates, 125 Broad Street, SW, Atlanta, Georgia 30303. In addition, please refer the exhibits already tendered into evidence at all proceedings in the Court of Common Pleas, Aiken County. Plaintiff does hereby reserve the right to supplement this response as discovery continues and/or upon receipt of additional information.

13. All Documents relating to the contention that David G. Cannon ("Cannon"), Albert H. Dallas ("Dallas"), and Alfred A Bradley ("Bradley") practiced fraud upon James Brown; resulting in his execution of the Will and/or Trust.

RESPONSE: Plaintiff will make available and produce all such documents for copying and inspection at a mutually agreeable time at the office of Levenson & Associates, 125 Broad Street, SW, Atlanta, Georgia 30303. In addition, please refer the exhibits already tendered into evidence at all proceedings in the Court of Common Pleas, Aiken County. Plaintiff does hereby reserve the right to supplement this response as discovery continues and/or upon receipt of additional information.

14. All Documents relating to each misrepresentation You contend was made to James Brown relating to his execution of the Will and/or Trust.

RESPONSE: Plaintiff will make available and produce all such documents for copying and inspection at a mutually agreeable time at the office of Levenson & Associates, 125 Broad Street, SW, Atlanta, Georgia 30303. In addition, please refer the exhibits already tendered into evidence at all proceedings in the Court of Common Pleas, Aiken County. Plaintiff does hereby reserve the right to supplement this response as discovery continues and/or upon receipt of additional information.

15. All Documents relating to the contention that James Brown lacked the requisite intent to execute the Will and/or Trust.

RESPONSE: Plaintiff will make available and produce all such documents for copying and inspection at a mutually agreeable time at the office of Levenson & Associates, 125 Broad Street, SW, Atlanta, Georgia 30303. In addition, please refer the exhibits already tendered into evidence at all proceedings in the Court of Common Pleas, Aiken County. Plaintiff does hereby reserve the right to supplement this response as discovery continues and/or upon receipt of additional information.

16. All Documents relating to the contention that James Brown, during his lifetime, maintained such complete and continuing control over all entities and other assets purportedly owned by the Trust that he had until his death the same rights in the assets after the creation of the Trust that he had before its creation.

RESPONSE: Plaintiff has no documents responsive to this Request.

17. All Documents relating to the contention James Brown treated the Trust as a revocable trust during James Brown's lifetime.

RESPONSE: Plaintiff will make available and produce all such documents for copying and inspection at a mutually agreeable time at the office of Levenson & Associates, 125 Broad Street, SW, Atlanta, Georgia 30303. In addition, please refer the exhibits already tendered into evidence at all proceedings in the Court of Common Pleas, Aiken County. Plaintiff does hereby reserve the right to supplement this response as discovery continues and/or upon receipt of additional information.

18. All Documents relating to the contention James Brown controlled Trust assets during his lifetime and/or otherwise acted inconsistently with the Trust being an irrevocable trust.

RESPONSE: Plaintiff will make available and produce all such documents for copying and inspection at a mutually agreeable time at the office of Levenson & Associates, 125 Broad Street, SW, Atlanta, Georgia 30303. In addition, please refer the exhibits already tendered into evidence at all proceedings in the Court of Common Pleas, Aiken County. Plaintiff does hereby reserve the right to supplement this response as discovery continues and/or upon receipt of additional information.

19. All Documents relating to and/or evidencing every Communication between You and H. Dewain Herring.

RESPONSE: Plaintiff has no documents responsive to this Request.

20. All Documents relating to the circumstances under which the Will was executed.

RESPONSE: Plaintiff will make available and produce all such documents for copying and inspection at a mutually agreeable time at the office of Levenson & Associates, 125 Broad Street, SW, Atlanta, Georgia 30303. In addition, please refer the exhibits already tendered into evidence at all proceedings in the Court of Common Pleas, Aiken County. Plaintiff does hereby reserve the right to supplement this response as discovery continues and/or upon receipt of additional information.

21. All Documents relating to the contention that Dallas benefited and/or could have benefited from the portions of the Estate Plan procured by undue influence.

RESPONSE: Plaintiff will make available and produce all such documents for copying and inspection at a mutually agreeable time at the office of Levenson & Associates, 125 Broad Street, SW, Atlanta, Georgia 30303. In addition, please refer the exhibits already tendered into evidence at all proceedings in the Court of Common Pleas, Aiken County. Plaintiff does hereby reserve the right to supplement this response as discovery continues and/or upon receipt of additional information.

22. All Documents relating to the contention that Bradley benefited and/or could have benefited from the portions of the Estate Plan procured by undue influence.

RESPONSE: Plaintiff will make available and produce all such documents for copying and inspection at a mutually agreeable time at the office of Levenson & Associates, 125 Broad Street, SW, Atlanta, Georgia 30303. In addition, please refer the exhibits already tendered into evidence at all proceedings in the Court of Common Pleas, Aiken County. Plaintiff does hereby reserve the right to supplement this response as discovery continues and/or upon receipt of additional information.

23. All Documents relating to the contention that Cannon benefited and/or could have benefited from the portions of the Estate Plan procured by undue influence.

RESPONSE: Plaintiff will make available and produce all such documents for copying and inspection at a mutually agreeable time at the office of Levenson & Associates, 125 Broad Street, SW, Atlanta, Georgia 30303. In addition, please refer the exhibits already tendered into evidence at all proceedings in the Court of Common Pleas, Aiken County. Plaintiff does hereby reserve the right to supplement this response as discovery continues and/or upon receipt of additional information.

24. All Documents relating to the contention that James Brown suffered from mental incapacity and/or incompetency when he executed the Will and/or Trust.

RESPONSE: Plaintiff will make available and produce all such documents for copying and inspection at a mutually agreeable time at the office of Levenson & Associates, 125 Broad Street, SW, Atlanta, Georgia 30303. In addition, please refer the exhibits already tendered into evidence at all proceedings in the Court of Common Pleas, Aiken County. Plaintiff does hereby reserve the right to supplement this response as discovery continues and/or upon receipt of additional information.

25. All Documents relating to the contention that James Brown suffered from physical incapacity when he executed the Will and/or Trust.

RESPONSE: Plaintiff will make available and produce all such documents for copying and inspection at a mutually agreeable time at the office of Levenson & Associates, 125 Broad Street, SW,

Atlanta, Georgia 30303. In addition, please refer the exhibits already tendered into evidence at all proceedings in the Court of Common Pleas, Aiken County. Plaintiff does hereby reserve the right to supplement this response as discovery continues and/or upon receipt of additional information.

26. All Documents relating to the contention that James Brown was in a weakened physical and/or mental condition when he executed the Will and/or Trust.

RESPONSE: Plaintiff will make available and produce all such documents for copying and inspection at a mutually agreeable time at the office of Levenson & Associates, 125 Broad Street, SW, Atlanta, Georgia 30303. In addition, please refer the exhibits already tendered into evidence at all proceedings in the Court of Common Pleas, Aiken County. Plaintiff does hereby reserve the right to supplement this response as discovery continues and/or upon receipt of additional information.

27. All Documents relating to the contention that James Brown exercised complete and continuing control over all entities and other assets purportedly owned by the Trust.

RESPONSE: Plaintiff has no documents responsive to this Request.

28. All Documents relating to the contention that James Brown had full and unfettered access to the assets purportedly owned by the Trust.

RESPONSE: Plaintiff has no documents responsive to this Request.

29. All Documents evidencing or relating to any Agreements between You and any other Party, including without limitation Tommie Rae Hynie Brown and/or her counsel and/or James Brown, II and/or his counsel.

RESPONSE: Plaintiff objects to this Request as overly broad and encompassing documents prepared by Plaintiff or her counsel in anticipation of litigation and containing the mental impressions, conclusions and opinions and legal theories of Plaintiff and/or her counsel. Subject to this objection, Plaintiff will produce all such documents at the law offices of Levenson & Associates, 125 Broad Street, SW, Atlanta, Georgia 30303 at a date and time mutually agreeable to counsel for the parties.

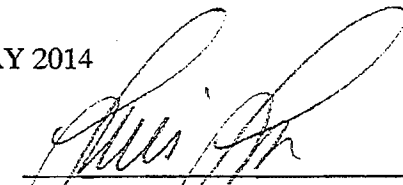
30. All Documents, photographs, or other physical evidence that You have acquired by discovery relating to the claims and/or defenses in this Action, including without limitation the Documents, photographs or other physical evidence referenced in Your Responses to Forlando Brown, Romunzo Brown and Terry Brown's First Set of Interrogatories, Request No. 4, dated April 10, 2008, and Forlando Brown, Romunzo Brown and Terry Brown's First Requests for Production, Request Nos. 2, 3, 4, and 5, Dated April 10, 2008.

RESPONSE: Plaintiff objects to this Request as overly broad and encompassing documents prepared by Plaintiff or her counsel in anticipation of litigation and containing the mental impressions, conclusions and opinions and legal theories of Plaintiff and/or her counsel. Subject to this objection, Plaintiff will produce all such documents at the law offices of Levenson & Associates, 125 Broad Street, SW, Atlanta, Georgia 30303 at a date and time mutually agreeable to counsel for the parties.

31. All Documents, photographs, or other physical evidence that You have acquired by investigation or otherwise, relating to the claims and/or defenses in this Action, including without limitation the Documents, photographs or other physical evidence referenced in Your Responses to Forlando Brown, Romunzo Brown and Terry Brown's First Set of Interrogatories, Request No. 4, dated April 10, 2008, and Forlando Brown, Romunzo Brown and Terry Brown's First Requests for Production, Request Nos. 2, 3, 4, and 5, Dated April 10, 2008.

RESPONSE: Plaintiff objects to this Request as overly broad and encompassing documents prepared by Plaintiff or her counsel in anticipation of litigation and containing the mental impressions, conclusions and opinions and legal theories of Plaintiff and/or her counsel. Subject to this objection, Plaintiff will produce all such documents at the law offices of Levenson & Associates, 125 Broad Street, SW, Atlanta, Georgia 30303 at a date and time mutually agreeable to counsel for the parties.

Respectfully submitted this 22 day of MAY 2014



LOUIS LEVENSON
Counsel for Respondent Yamma Brown
SC Bar No. 7395

LEVENSON & ASSOCIATES
125 Broad Street, SW
Atlanta, Georgia 30303
Ph: (404) 659-5000
Fax: (404) 659-1355
Email: louis@levensonlaw.com

IN THE STATE OF SOUTH CAROLINA

COUNTY OF AIKEN

IN RE:

THE ESTATE OF JAMES BROWN
A/K/A JAMES JOSEPH BROWN

IN THE COURT OF COMMON PLEAS

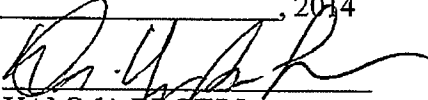
CASE NO. 2008-CP-02-1647

Yamma Brown's Responses To
Limited Special Administrator's
First Request for Production of Documents

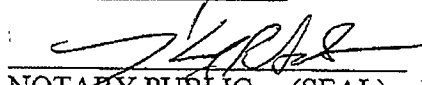
VERIFICATION

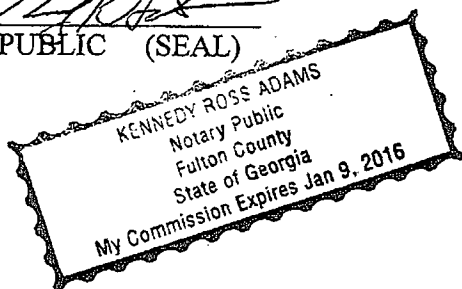
PERSONALLY APPEARED before the undersigned attesting officer duly authorized to administer oaths, YAMMA BROWN, who under oath deposes and says that to the best of her information and knowledge and belief, the facts contained in the foregoing *RESPONSES TO LIMITED SPECIAL ADMINISTRATOR'S FIRST REQUEST FOR PRODUCTION OF DOCUMENTS* are true and correct.

This 19 day of May, 2014


YAMMA BROWN

Sworn to and subscribed
before me this 19 day
of May, 2014


NOTARY PUBLIC (SEAL)



Deanna Brown Thomas's Responses to LSA's First Set of Interrogatories and
Requests for Production of Documents dated June 2, 2014
Pages 870-913

LEVENSON & ASSOCIATES

ATTORNEYS AT LAW

125 BROAD STREET, SW

ATLANTA, GEORGIA 30303

LOUIS LEVENSON*

* Also admitted in South Carolina and New York

TELEPHONE
(404) 659-5000

FACSIMILE
(404) 659-1355

Writer's email: cherry@levensonlaw.com

June 2, 2014

Ms. Liz Godard
Aiken County Clerk of Court of Common Pleas
Clerk of Court: Civil Division
Second Floor
109 Park Avenue SW
Aiken, SC 29801

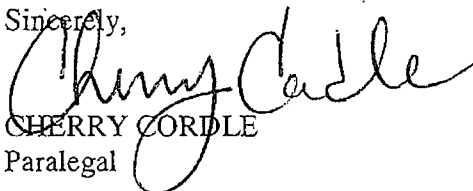
Re: Estate of James Brown, Deceased a/k/a James Joseph Brown
Court of Common Pleas of Aiken County
Estate No. 2008-CP-02-1647

Dear Ms. Godard:

Enclosed please find Plaintiff Deanna Brown Thomas' Responses To David C. Sojourner, Jr., As Limited Special Administrator's First Interrogatories and First Request for Production of Documents. Please file originals with this Court and return to me a date stamped copy for my files. For your convenience, I've enclosed a prepaid, self-addressed envelope.

If you have any questions please do not hesitate to contact me at (404) 659-5000.

Sincerely,


CHERRY CORDLE
Paralegal

Enclosures

Cc: John F. Beach, Esq.
Adams and Reese, LLP
1501 Main Street, Fifth Floor
Columbia, South Carolina 29201
And Email: john.beach@arlaw.com

THE ESTATE OF JAMES BROWN
A/K/A JAMES JOSEPH BROWN

Deanna Brown Thomas' Responses To
Limited Special Administrator's
First Interrogatories

TO: DAVID C. SOJOURNER, JR., AS LIMITED SPECIAL REPRESENTATIVE OF THE ESTATE OF
JAMES BROWN AND LIMITED SPECIAL TRUSTEE OF THE JAMES BROWN AUGUST I, 2000
IRREVOCABLE TRUST AGREEMENT:

NOW COMES the following lawful heir of James Joseph Brown, Plaintiff in the above captioned case, as well as all predecessors and successors to this civil matter, including without limitation Case Nos. 2007-ES-02 0056, 2007-CP-02-0122, 2008-CP-02-01647, 2013-CP-02-02849, 2013-CP-02-02850, and 2013-CP-02-02851, and Respondent herein: DEANNA BROWN-THOMAS, by and through counsel of record, and hereby files her responses to David C. Sojourner, Jr., (“the LSA”), as Limited Special Representative of the Estate of James Brown (the “Estate”) and Limited Special Trustee of The James Brown August I, 2000 Irrevocable Trust Agreement (the “Trust”) First Interrogatories as follows:

PRELIMINARY STATEMENT

- a. The following responses are based upon information presently available to this Plaintiff which this Plaintiff believes to be correct. Said responses are made without prejudice to this Plaintiff's right to utilize subsequently discovered facts.
- b. No incidental or implied admissions of fact by this Plaintiff is made by the responses below. The only admissions are expressed admissions. The fact that this Plaintiff have answered any interrogatories or produced any documents herein may not properly be taken as an admission that this Plaintiff accepts or admits the existence of any facts set forth or assumed by such interrogatories or request for production of documents, or that such response constitutes admissible evidence. The fact that this Plaintiff has answered part or all of any interrogatory or request for production of documents is not

intended to, and shall not be, construed to be a waiver by this Plaintiff of all or any part of an objection of this Plaintiff to the admissibility of same at trial, or the relevance of the response.

- c. Responses to these interrogatories and requests for production of documents may be supplemented upon this Plaintiff's further investigations and acquisitions of information which this Plaintiff does not either possess or recall at this time. However, any such further supplementation shall be made only in accordance with the South Carolina Rules of Civil Procedure Act, Rule 33(b).
- d. The Preliminary Statement is incorporated in each of the responses set forth below.
- e. The Plaintiff shows that, notwithstanding any of the definitions or preliminary instructions contained within LSA's Interrogatories and Requests to Produce, Plaintiff will only provide responses which are required pursuant to the South Carolina Rules of Civil Procedure Act.
- f. As to any of the definitions that precede LSA's First Interrogatories to Plaintiffs and which seek information or documents that include trial preparation and/or privileged materials or communications, Plaintiff objects. In this regard, these interrogatories are over broad in that they seek the discovery of documents or communications of Plaintiff's attorneys or representatives.

GENERAL OBJECTIONS

Plaintiff objects generally to LSA's First Interrogatories and Request for Production of Documents to Plaintiffs on each of the following grounds:

- A. Plaintiff reserves the right to supplement or amend these responses and objections as additional information becomes available to Plaintiffs.
- B. Plaintiff further reserves the right to move for a Protective Order or to seek any other relief provided under the South Carolina Rules of Civil Procedure Act.
- C. Plaintiff further objects generally to LSA's First Interrogatories and Request for Production of Documents to the extent that they:
 - 1. Seek information protected from disclosure by virtue of the attorney-client privilege;
 - 2. Seek information which contains confidential business information;

3. Seek information which is immune from discovery by virtue of the Work Product Doctrine;
4. Seek information which is neither relevant to the subject matter of the pending litigation, nor reasonably calculated to lead to discovery of admissible evidence;
5. Seek identification of documents which are not in Plaintiff's possession or control.

RESPONSES TO FIRST INTERROGATORIES

1. Give the names and addresses of persons known to You to be witnesses concerning the facts of the case and indicate whether or not written or recorded statements have been taken from the witnesses and indicate who has possession of such statements.

RESPONSE: Upon information and belief, the following persons are known to this Plaintiff to be witnesses concerning the facts of the case. The addresses listed below are the last known addresses for these individuals. No written or recorded statements have been made other than any depositions that may have been taken in this proceeding and other related criminal and civil cases. Plaintiffs reserve the right to amend their response to interrogatory No. 1.

David G. Cannon, 9459 Marlboro Avenue, Barnwell, SC 29812

Albert H. "Buddy" Dallas, Esq., Dallas Law Firm, 304 Black Street, Thomson, GA 30824-1150

Alfred A. Bradley, Deceased (died June 27, 2010)

Bill Hammond

Strom Thurman

William B. Shearer

Frank S. McGaughey, III

Tomi Rae Hynie Brown

Forlando Brown

Romunzo Brown

Terry Brown

Daryl Brown

Cliff Mulqueen

Loic Yanel – French Promoter

Charles Bobbitt

Andre White

Mary Holmes

Mary Simmons

Other persons unknown to the undersigned who were on tour in England and Japan with James Brown between July 2000 and August 2000 as well as all promoters.

Joel A. Katz, Attorney at Greenberg Traurig, Terminus 200, 3333 Piedmont Road NE, Suite 2500, Atlanta, GA 30305, Ph: (678) 553-2100 - served for more than 30 years as "a trusted legal and business advisor to Mr. Brown," including the legal representation of Mr. Brown in various matters including cataloging and analyzing his overall income, and in the creation of certain trusts and limited partnerships in order to structure a transaction for his financial benefit. Mr. Katz also served on the James Brown Trust Advisory Committee

Jerry Poindexter, resident of Los Angeles County, CALIFORNIA

Colonel Joseph Lee, Security, 3571 Morgan Rd., Hephzibah, GA 30815

Diane Sterling, Security - resident of Richmond County, GA

Carlos E. Jones, Security

Maurice S. Wallace, Security

Ernest R. Foushee, Security

Charnette Anderson, Security

Kenneth C. Hobson, Security

Maria L. Moon, office clerk

David Washington, Custodian and Maintenance, 675 Hampton Circle, North Augusta, SC 29841

Horace Washington, Custodian and Maintenance, 104A Horseshoe Bend Road, Aiken, SC 29801

Cynthia Moore, Backup Singer, 3536 Langfield Dr., Apt. 3, Buffalo, NY 14215

Danny Ray, Emcee, 1608 Winter Street, Augusta, GA 30904

Elif Hogan-Crawford, Administrative Assistant to James Brown, 2038 Emerald Bay, Augusta, GA 30909

Jewel L. Libby, Personal Assistant to James Brown, 602 Hampton Ave., Belvedere, SC 29841

Linda B. Ware, Office Manager, 1524 Wylds Road, Apt. 3C, Augusta, GA 30309 or 914 13th Avenue, Augusta, GA 30901 - witness to events surrounding June 15, 1999 Will

Ella Mae Overton, housekeeper, 1312 Beaman Street, Augusta, GA - trustee to 6/15/1999 Trust Agreement

Willie Glenn, Manager (deceased) - trustee to 6/15/1999 Trust Agreement

Frieda K. Carter - notary to June 15, 1999 Will *and* trustee to 6/15/1999 Trust Agreement, 1424 Indian Road, Lincolnton, GA 30817

Kathy E. McDonald - witness to the 6/15/1999 Trust Agreement

Martha High (Mary Harvin High) is a resident of South Hill, Mecklenburg County, Virginia

Ronald Laster, Guitarist Player, 3654 Ale Circle, East Point, GA 30344

Jeff Allen, Universal Attractions, 145 West 57 Street, 15th Floor, New York NY 10019, Ph: (212) 582-7575; Email: jeffallen@universalattractions.com

Sidney Miller, resident of Los Angeles County, CA - President and founder of Black Radio Exclusive Corp. which corporation I started in approximately 1976. 15240 Sutton Street, Sherman Oaks, CA 91403; (818) 907-9959 and/or 16660 Oak View Drive, Encino, CA 91436; (818) 907-9959

Jack Bart, former President at Universal Attractions, now current owner/President of LAC Management, Inc., 135 West 26th Street, 12th Floor, New York, NY 10001, ph: (212) 937-6000

David Pullman, Pullman Bonds, 8721 Santa Monica Blvd, Suite 747, Los Angeles, California 90069; dpullman@pullmanbonds.com; cell: (310) 770-1695; office: (310) 288-0588

Leon Friedman, former attorney for James Brown, and is currently a professor at Hofstra Law School, Hempstead, New York 11550, Ph: (516) 463-5889, FAX (516) 560-7676; Email address: lawlzf@hofstra.edu; flashlf@aol.com

Joseph Lizzio, Senior Vice President, Morgan Stanley, 1225 Franklin Avenue, Garden City, New York 11530

Frank Copsidas, Intrigue Music – Former Manager, New York

Dr. Rita Nzeribe Udom, Atlanta Medical Network, 880 Holcomb Bridge Rd, Roswell, GA 30076-1969 and/or Dr. Rita Nzeribe Udom, 2669 Holly Springs Rd NE, Marietta, GA 30062-6629

Dr. Tommie Richardson is a board certified Addiction Medicine Physician at Georgia Behavioral Health Professionals, 4015 South Cobb Drive, Suite 115, Smyrna, Georgia 30080, Phone: 770-431-2354, Fax: 770-436-7143

H. Dewain Herring, former attorney – prepared and drafted 6/15/1999 Will and Trust Agreement AND Mr. Herring prepared, drafted *and* witnessed and notarized the execution page of the

purported 8/1/2000 Will and Trust. H. Dewain Herring is a prisoner in the custody of the South Carolina Department of Corrections who currently is housed at the Broad River Correctional Institution, 4460 Broad River Rd, Columbia, SC 29210; (803) 896-2234, SCDC ID: 00321951

Perry Fuller, massage therapist, 102 Green Meadow Circle, Anderson, SC 29624 - witnessed and notarized the execution page of the purported 8/1/2000 Will and Trust

Gloria Daniels, a girlfriend Mr. Brown had relations with for forty years, 1755 Fayetteville Ct. Atlanta, GA 30316

Jay B. Ross, Esq. – attorney who drafted a subsequent Will

Reverend Al Sharpton, 106 West 145th Street, New York, New York 10039

Charles Bobbit - friend for forty years and his manager from 1966 to 1977 and again from 2000 until Mr. Brown died

Fannie Brown Buford

Roosevelt Johnson, Valet, 24451 Lakeshore Blvd., # 1403, Euclid, OH 44113

Reginald D. Simmons, Esq. – trial attorney who represented James Brown in 1988 criminal matters: *State of South Carolina vs. James J Brown*; Indictment No. 1988GS0201051; Charges: Assault and battery of a high and aggravated nature and *State of South Carolina vs. James J Brown*; Indictment No. 1988GS0201052; Charges: Failure to stop for a blue light, no injury or death - 1st offense

Mary Simons - a female friend who brought a \$5 million lawsuit against James Brown in March 1998. Mary Simons, who met the singer in a Columbia, South Carolina, prison (he was in on weapons and assault charges; she was a volunteer), says she was held hostage by Brown back in January 1998. In her suit, Simons says the singer called and invited her over to his Aiken, South Carolina, home--ostensibly to take him to the hospital. But after she arrived, he refused to let her leave, keeping her there for three days. The suit claims Simons was assaulted by Brown and suffered physical disorders and severe mental stress. *Mary Simons vs. James Brown, Aiken County Court of Common Pleas; Case: 1998CP0200318*

James Bernard Huff, Esq. – James Brown's criminal and civil defense attorney in the cases of *The State of South Carolina vs James J Brown*; Indictment # 1998GS0200462; Charges: Weapons / Use of firearm while under influence of alcohol or drugs and the related civil case against him: *Mary Simons vs. James Brown, Aiken County Court of Common Pleas; Case: 1998CP0200318*

And all current or former parties to this proceeding (including any of their respective counsel and/or representatives).

2. For each person known to You to be a witness concerning the facts of the case, set forth either a summary sufficient to inform the other party of the important facts known to or observed by such witness, or provide a copy of any written or recorded statements taken from such witnesses.

RESPONSE: Jeff Allen and Loic Yanel (a French promoter my lawyer spoke with) and other persons unknown to the undersigned who were on tour in England and Japan with James Brown between July 2000 and August 2000 as well as all promoters.

3. Set forth a list of photographs, plats, sketches or other prepared documents in Your possession that relate to any claim or defense in the case.

RESPONSE: None.

4. List the names and addresses of any expert witnesses You propose to use as a witness at the trial of the case.

RESPONSE: Plaintiffs have no expert witnesses identified at this time. However, Plaintiffs reserve the right to supplement this response as discovery continues and/or upon receipt of additional information.

5. Identify every physician, psychiatrist, psychologist, or other practitioner of the healing arts who was consulted by, performed an examination of, or rendered medical treatment to James Brown during the period beginning January 1, 1999 through December 25, 2006.

RESPONSE:

Dr. Rita Nzeribe Udom, Atlanta Medical Network, 880 Holcomb Bridge Rd, Roswell, GA 30076-1969 and/or Dr. Rita Nzeribe Udom, 2669 Holly Springs Rd NE, Marietta, GA 30062-6629;

Dr. Reynolds, DDS

Dr. Tommie Richardson is a board certified Addiction Medicine Physician at Georgia Behavioral Health Professionals, 4015 South Cobb Drive, Suite 115, Smyrna, Georgia 30080, Phone: 770-431-2354, Fax: 770-436-7143

Peachford Hospital, Atlanta, GA

Dr. Hugh M. Leavens, 103 Waterloo Street, SW, Aiken, SC 29801

6. Set forth all facts and other evidence supporting the contention that, when James Brown executed the Will and/or Trust, he was not mentally capable of knowing: a. the nature and extent of his property; b. the objects of his bounty; and/or c. that he was making a will which would result in a disposition of property after his death.

RESPONSE: At or around the time James Brown executed the Will and Trust, James Brown was admitted to Peachford Hospital in Atlanta, Georgia for treatment of his drug and substances addiction.

See Plaintiff's response to Interrogatory No. 10 below and also please refer to Attachment No. 1 attached hereto and identified herein as *Outline and Summary of Historical Events*.

In addition to, please refer to the Amended Petition to Set aside Informal Probate and Amended Petition to Set Aside Trust and For Appointment of An Administrator in Intestacy as well as the testimony in all proceedings to date that have taken place in the Court of Common Pleas, Aiken County and other related and subsequent civil and criminal matters. The responding parties reserve the right to supplement this response once discovery is complete because to date there has been little or no discovery on the substantive issues in this case.

7. Set forth all facts and other evidence supporting the contention that any person used coercion or exercised undue influence against James Brown related to execution of the Will and/or Trust. For each such incident of undue influence or coercion, identify each person involved, the approximate date or dates of the incident, and describe the facts and nature of such incident of undue influence.

RESPONSE: Albert Dallas, David Cannon, Alfred Bradley and Mr. Herring. Not sure of specific dates but it was after he signed a 26 million dollar bond agreement where these exact men profited hundreds of thousands of dollars and in one case, 5 million dollars for David Cannon. These men would visit my dad at his home in the late afternoon when they knew he was using drugs for him to sign documents while my father was incoherent, either under medication or narcotics. They even tried to force my dad to work while he was under the influence of narcotics. I took the liberty to ask a Judge to admit him in a hospital so that he could regain his strength and thinking ability to a more healthier level.

At or around the time James Brown was at Peachford Hospital in Atlanta, Yamma and I would visit him. We did an intervention with him. It was at this time that James Brown said he would "sign anything" in order to get out of Peachford Hospital.

Also, please see Plaintiff's response to Interrogatory No. 10 below and refer to Attachment No. 1

8. Identify each person you contend unduly influenced James Brown to create and execute the Will and/or Trust.

RESPONSE: Albert H. ("Buddy") Dallas, Esq.; David G. Cannon; Alford A. Bradley, Now Deceased; H. Dewain Herring

9. For each person listed in response to Interrogatory 8, Identify each such person whom you contend had a confidential and/or fiduciary relationship with James Brown. For each such person, set forth all facts and other evidence supporting the contention that person had a confidential and/or fiduciary relationship with James Brown.

RESPONSE:

Albert H. ("Buddy") Dallas, Esq. -- allegedly was the attorney for James Brown, Individually and served as trustee for the alleged James Brown Trust.

David G. Cannon - allegedly James Brown's bookkeeper, accountant, CPA and served as trustee for the alleged James Brown Trust and served power of attorney for Mr. Brown.

Alford A. Bradley, Now Deceased -- allegedly was the President of James Brown Enterprises and allegedly served as trustee on Mr. Brown's board. He was previously Mr. Brown's road manager and paid performers with cash.

Joel A. Katz, Attorney at Greenberg Traurig - served for more than 30 years as "a trusted legal and business advisor to Mr. Brown," including the legal representation of Mr. Brown in various matters including cataloging and analyzing his overall income, and in the creation of certain trusts and limited partnerships in order to structure a transaction for his financial benefit. Mr. Katz also served on the James Brown Trust Advisory Committee.

Reginald D. Simmons, Esq. -- trial attorney who represented James Brown in 1988 criminal matters: *State of South Carolina vs. James J Brown*; Indictment No. 1988GS0201051; Charges: Assault and battery of a high and aggravated nature and *State of South Carolina vs. James J Brown*; Indictment No. 1988GS0201052; Charges: Failure to stop for a blue light, no injury or death - 1st offense

H. Dewain Herring - former attorney who prepared and drafted 6/15/1999 Will and Trust Agreement; and who also prepared, drafted *and* witnessed and notarized the execution page of the purported 8/1/2000 Will and Trust

James Bernard Huff, Esq. -- James Brown's criminal and civil defense attorney in the cases of *The State of South Carolina vs James J Brown*; Indictment # 1998GS0200462; Charges: Weapons / Use of firearm while under influence of alcohol or drugs and the related civil case against him: *Mary Simons vs. James Brown*, Aiken County Court of Common Pleas; Case: 1998CP0200318

Leon Friedman, Esq., attorney for James Brown on many matters including copyright infringement matters and the Pullman Bond deal. Mr. Friedman is currently a professor at Hofstra Law School, Hempstead, New York 11550, Ph: (516) 463-5889, FAX (516) 560-7676; Email address: lawlzf@hofstra.edu; flashlf@aol.com

10. Do You contend that suspicious circumstances surrounded the preparation, formulation, and/or execution of the Estate Plan, Will, and/or Trust? If so, set forth all facts and other evidence supporting Your contention.

RESPONSE: Yes. The circumstances surrounding the preparation, formulation, and execution of the August 1, 2000 Estate Plan, Will, and/or Trust are suspicious for a number of factual reasons:

- 1) James Brown had been battling drug addiction for years. From 1988 through the time of his death on Christmas Day 2006, James Brown was regularly if not daily under the influence of one of more of these substances: PCP, marijuana, pain medications, and other drugs and narcotics. At and around the time of the execution of the 8/1/2000 Estate Plan, Will, and/or Trust, James Brown was in and out of civil and criminal courts and jail for Weapons / Use of firearm while under influence of alcohol or drugs and assault charges and spent time in rehab clinics and hospitals to deal with his drug addictions. The persons with confidential relationships with Mr. Brown knew this and exploited it.
- 2) The purported August 1, 2000 Last Will and Testament is 6 pages in length (5 pages plus an execution page for the Testator, Witness(es) and Notary Public to sign). None of the pages have been numbered and the Execution Page itself is separate and apart from the actual instrument. Except for the Execution Page, none of the 5 pages of JB's Last Will & Testament were dated, signed, or initialed by either the Testator (James Brown) or the witnesses and/or the notary public [Please note that the H. Dewain Herring signed as a witness and acted as the notary public]. All of which raises concern and suspicion that James Brown may have and probably was coerced to sign the Execution Page without knowing the full and complete contents of the preceding 5 pages of the August 1, 2000 Last Will and Testament at a time when Mr. Brown was not coherent or that Mr. Brown did not sign documents at all. This also gives rise to the distinct possibility that the preceding 5 pages of the August 1, 2000 Last Will and Testament could have easily been altered and the Execution Page subsequently attached.
- 3) The purported August 1, 2000 Irrevocable Trust Agreement of James Brown is 17 pages in length (14 pages plus Schedule A, Schedule B and C, and the execution page for the Grantor, Trustees, Witness(es) and Notary Public to sign). None of the pages of the Trust document have been numbered and Schedule A, Schedule B and C, and the Execution Page themselves are separate and apart from the actual Trust instrument. Except for the Execution Page and Schedules A, B and C, none of the preceding pages of JB's Irrevocable Trust Agreement were dated, signed, or initialed by either the Grantor (James Brown), the Trustees (Cannon, Bradley and Dallas) or the witnesses and/or notary public [Please note that the H. Dewain Herring signed as a witness and acted as the notary public]. All of which raises concern and suspicion that James Brown could have and may have signed the Execution Page and Schedules A, B and C without knowing the full and complete contents of the preceding pages of the August 1, 2000 Irrevocable Trust Agreement at a time when Mr. Brown was not coherent that Mr. Brown did not sign documents at all. This also raises concern that the preceding pages of the August 1, 2000 Irrevocable Trust Agreement could have easily been altered and the Execution Page and Schedules A, B and C subsequently attached as was done by Mr. Dallas as to other documents (an Exhibit to the Trust – admitted in open Court).
- 4) James Brown was more concerned about young people being educated than about paying his employees up to 50% of monies to come. They prepared this Will/Trust. My father likely didn't read well or attempt to read or comprehend every or any words of the 8/1/2000 Estate Plan, Will and Trust because he trusted his attorneys and advisors who were handling his financial affairs to explain documents to him rather than him read documents and because he thought they would do

the right thing. I had several conversations with my father pertaining his Wills. He was so concerned about his grandchildren being educated because he was not afforded one himself and he knew the importance of an education. He knew that his children would not all be able to afford sending their children to college or a private school so he wanted to provide that. He told me several times that if we do not stick together on this as a family that THEY, meaning trustees, attorneys accountants and so forth would rip us off blind. This is what happened.

11. Separately for each person You have Identified in response to Interrogatory 8, do you contend such person received an undue benefit from James Brown's Estate Plan, Will and/or Trust? If so, for each such person, set forth all facts and other evidence supporting your contention.

RESPONSE: See Attachment No. 1 attached hereto and identified herein as *Outline and Summary of Historical Events*.

12. Set forth all facts and other evidence supporting the contention James Brown was not acting of his own free will in executing the Will and/or Trust.

RESPONSE: See Plaintiff's response to Interrogatory No. 10 above and also please refer to Attachment No. 1 attached hereto and identified herein as *Outline and Summary of Historical Events*.

13. Describe each incident in which you contend David G. Cannon ("Cannon"), Albert H. Dallas ("Dallas"), and Alfred A Bradley ("Bradley") practiced fraud upon James Brown, resulting in his execution of the Will and/or Trust and set forth all facts and evidence supporting your contention.

RESPONSE: See Attachment No. 1 attached hereto and identified herein as *Outline and Summary of Historical Events*.

14. Set forth each misrepresentation You contend was made to James Brown relating to his execution of the Will and/or Trust. For each such misrepresentation, Identify the person making the misrepresentation, the person to whom the misrepresentation was made, the approximate date on which the misrepresentation was made, and describe the misrepresentation.

RESPONSE: See Plaintiff's response to Interrogatory No. 10 above and also please refer to Attachment No. 1 attached hereto and identified herein as *Outline and Summary of Historical Events*.

15. Set forth all facts and other evidence supporting the contention that James Brown lacked the requisite intent to execute the Will and/or Trust.

RESPONSE: See Plaintiff's response to Interrogatory No. 10 above and also please refer to Attachment No. 1 attached hereto and identified herein as *Outline and Summary of Historical Events*.

16. Set forth all facts and other evidence supporting the contention James Brown, during his lifetime, maintained such complete and continuing control over all entities and other assets purportedly owned by the Trust that he had until his death the same rights in the assets after the creation of the Trust that he had before its creation.

RESPONSE: None

17. Set forth all facts and other evidence supporting the contention James Brown treated the Trust as a revocable trust during James Brown's lifetime.

RESPONSE: Control over the assets by James Brown shows he did not treat Trust as irrevocable. Please refer to the Amended Petition to Set aside Informal Probate and Amended Petition to Set Aside Trust and For Appointment of An Administrator in Intestacy as well as the testimony in all proceedings to date that have taken place in the Court of Common Pleas, Aiken County. See also the June 15, 1999 Revocable Trust along with the August 1, 2000 Irrevocable Trust. The responding parties reserve the right to supplement this response once discovery is complete because to date there has been little or no discovery on the substantive issues in this case.

18. Set forth all facts and other evidence supporting the contention James Brown controlled Trust assets during his lifetime and/or otherwise acted inconsistently with the Trust being an irrevocable trust.

RESPONSE: 430 Douglas Drive, Beech Island, SC 29841, for example James Brown lived there and paid his own funds for support of house. No segregation of records or separation of personal versus trust assets (i.e, also royalty income from his music)

19. Identify every Communication between You and H. Dewain Herring.

RESPONSE: There have been no such communications. However, my attorney Louis Levenson met with H. Dewain Herring on one occasion while he was in prison located in Columbia, South Carolina.

20. Describe the circumstances under which the Will was executed.

RESPONSE: I believe there were phone conversations and never a meeting for James Brown to execute the Will.

21. Set forth each way in which Albert Dallas benefited and/or could have benefited from the portions of the Estate Plan procured by undue influence.

RESPONSE: See Plaintiff's response to Interrogatory No. 10 above and also please refer to Attachment No. 1 attached hereto and identified herein as *Outline and Summary of Historical Events*.

22. Set forth each way in which Alfred Bradley benefited and/or could have benefited from the portions of the Estate Plan procured by undue influence.

RESPONSE: See Plaintiff's response to Interrogatory No. 10 above and also please refer to Attachment No. 1 attached hereto and identified herein as *Outline and Summary of Historical Events*.

23. Set forth each way in which David Cannon benefited and/or could have benefited from the portions of the Estate Plan procured by undue influence.

RESPONSE: See Plaintiff's response to Interrogatory No. 10 above and also please refer to Attachment No. 1 attached hereto and identified herein as *Outline and Summary of Historical Events*.

24. Set forth all facts and other evidence that James Brown suffered from mental incapacity and/or incompetency when he executed the Will, Trust, and other related documents.

RESPONSE: See Plaintiff's response to Interrogatory No. 10 above and also please refer to Attachment No. 1 attached hereto and identified herein as *Outline and Summary of Historical Events*. In addition to, please refer to the Amended Petition to Set aside Informal Probate and Amended Petition to Set Aside Trust and For Appointment of An Administrator in Intestacy as well as the testimony in all proceedings to date that have taken place in the Court of Common Pleas, Aiken County and other related and subsequent civil and criminal matters. The responding parties reserve the right to supplement this response once discovery is complete because to date there has been little or no discovery on the substantive issues in this case.

25. Set forth all facts and other evidence that James Brown suffered from physical incapacity when he executed the Will, Trust, and other related documents.

RESPONSE: My father had COPD, diabetes, and high blood pressure. He suffered from arthritis in legs from performing and bad feet along with problems with his teeth.

26. Set forth all facts and other evidence that James Brown was in a weakened physical and/or mental condition when he executed the Will, Trust, and other related documents.

RESPONSE: James Brown dropped out of elementary school at young age. He never completed school and throughout his life and musical career, he never received a full and formal education. James Brown was not fully capable of reading and comprehending legal and financial documents on his own.

In addition to his lack of education and his inability to read well, James Brown had an addiction to drugs and a history of drug abuse which altered and diminished his mental and physical faculties. At and around the time James Brown executed the Will, Trust, and other related documents he was mentally impaired by virtue of being under the influence of drugs and was in poor physical health having been diagnosed with COPD, diabetes, and high blood pressure. He suffered from arthritis in legs from performing and bad feet along with problems with his teeth. His trusted advisors knew this and exploited this. I and Ms Ella Overton saw this occur in person as well as others. Ms. Overton informed me on many occasions of when Cannon, Bradley and Dallas would go over to the house to have dad sign papers. Ms.

Overton would call me later (once she got home) and tell me they were asking Mr. Brown to sign papers knowing his condition plus he didn't read everything they would rush him to sign.

Please refer to the Amended Petition to Set aside Informal Probate and Amended Petition to Set Aside Trust and For Appointment of An Administrator in Intestacy as well as the testimony in all proceedings to date that have taken place in the Court of Common Pleas, Aiken County and other related and subsequent civil and criminal matters. The responding parties reserve the right to supplement this response once discovery is complete because to date there has been little or no discovery on the substantive issues in this case.

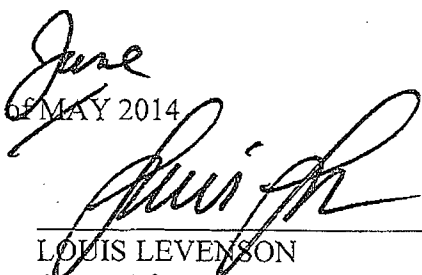
27. Set forth all facts and other evidence that James Brown exercised complete and continuing control over all entities and other assets purportedly owned by the Trust.

RESPONSE: None. There is no evidence that show James Brown exercised complete and continuing control over all entities and other assets purportedly owned by the Trust. However, there is plenty of evidence that David G. Cannon, Albert Dallas and Alford Bradley exercised complete and continuing control over all entities and other assets purportedly owned by the Trust to the exclusion of his other family and advisors. James Brown did have access, control and use of his Beech Island residence.

28. Set forth all facts and other evidence that James Brown had full and unfettered access to the assets purportedly owned by the Trust.

RESPONSE: None. There is no evidence that show James Brown had full and unfettered access to the liquid assets purportedly owned by the Trust. However, there is plenty of evidence that David G. Cannon, Albert Dallas and Alford Bradley controlled his finances. James Brown did have access, control and use of his personal residence located at 430 Douglas Drive, Beech Island, SC 29841. Also, please refer to Attachment No. 1 attached hereto and identified herein as *Outline and Summary of Historical Events*.

Respectfully submitted this 2 day of June MAY 2014



LOUIS LEVENSON

Counsel for Respondent Deanna Thomas
SC Bar No. 7395

LEVENSON & ASSOCIATES
125 Broad Street, SW
Atlanta, Georgia 30303
Ph: (404) 659-5000
Fax: (404) 659-1355
Email: louis@levensonlaw.com

IN THE STATE OF SOUTH CAROLINA

COUNTY OF AIKEN

IN RE:

THE ESTATE OF JAMES BROWN
A/K/A JAMES JOSEPH BROWN

IN THE COURT OF COMMON PLEAS

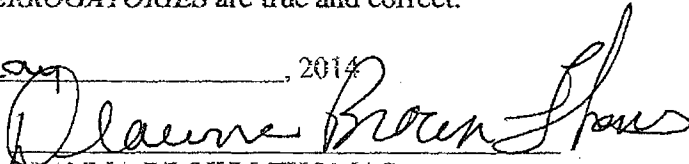
CASE NO. 2008-CP-02-1647

Deanna Brown-Thomas's Responses To
Limited Special Administrator's
First Interrogatories

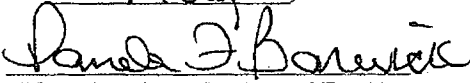
VERIFICATION

PERSONALLY APPEARED before the undersigned attesting officer duly authorized to administer oaths, DEANNA BROWN-THOMAS, who under oath deposes and says that to the best of her information and knowledge and belief, the facts contained in the foregoing *RESPONSES TO LIMITED SPECIAL ADMINISTRATOR'S FIRST INTERROGATORIES* are true and correct.

This 29th day of May, 2014


DEANNA BROWN-THOMAS

Sworn to and subscribed
before me this 29th day
of May, 2014


NOTARY PUBLIC (SEAL)

IN THE STATE OF SOUTH CAROLINA

COUNTY OF AIKEN

IN RE:

THE ESTATE OF JAMES BROWN
A/K/A JAMES JOSEPH BROWN

IN THE COURT OF COMMON PLEAS

CASE NO. 2008-CP-02-1647

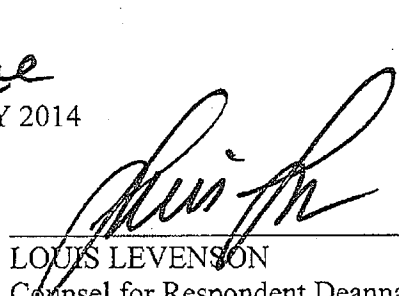
Deanna Brown Thomas' Responses To
Limited Special Administrator's
First Interrogatories

CERTIFICATE OF SERVICE

This is to certify that I have this day served a copy of the within and foregoing **DEANNA BROWN THOMAS' RESPONSES TO LIMITED SPECIAL ADMINISTRATOR'S FIRST INTERROGATORIES** upon the attorneys for the other parties by depositing a true and correct copy of same in the U.S. Mail, proper postage prepaid, addressed as follows:

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Respectfully submitted this 2 day of June MAY 2014



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ATTACHMENT #1

OUTLINE AND SUMMARY OF HISTORICAL EVENTS

Beginning as early as 1984, David G. Cannon, Albert H. Dallas and Judge Alfred A. Bradley served in various confidential and highly personal, fiduciary capacities in relation to James Brown as his trusted legal, financial and business advisors. James Brown's businesses and performances were managed by these people, his funds were controlled by these people, his interactions with the legal system were presented by these people, his disputes with the IRS were handled by these people, his funds for daily living were doled out to him by these people and access to Mr. Brown was limited by the actions of these people.

More specifically:

(a) Beginning as early as 1984 and continuing through the date of James Brown's death, Albert H. Dallas served as Mr. Brown's personal and professional attorney, business manager and financial advisor. Specifically Mr. Dallas served in the following capacities and was to be paid, according to some loosely written letter agreement, a total of 5% of any or all of Mr. Brown's income though there appears to be NO billing by Dallas to Mr. Brown or to anyone or computation by Mr. Dallas or anyone else to Mr. Brown anywhere of the amounts due allegedly from Mr. Brown to Mr. Dallas (this is the basis, now after Mr. Brown's death, of Mr. Dallas' claims as a creditor of Mr. Brown's estate:

1. Beginning as early as 1985, Mr. Dallas undertook the continuing responsibility of negotiating and approving contracts and commissions for recordings and personal appearances performed by Mr. Brown.
2. Beginning at least as early as 1986, Mr. Dallas undertook to incorporate various corporate entities including but not limited to Living Productions, Inc., Godfather of Soul Music, and Geronimo Music for the purpose of obtaining and distributing royalties on musical performances by James Brown.
3. Beginning as early as 1986, Mr. Dallas undertook the continuing responsibility (without any known written engagement agreements or fee arrangements signed by Mr. Brown) of supervising the negotiation of contracts for commercial endorsements by Mr. Brown, for representing Mr. Brown in civil disputes arising out of his entertainment activities, and for negotiating contracts for the sale of merchandise and memorabilia relating to Mr. Brown's entertainment activities. Some of these "deals" involved additional compensation to Mr. Dallas beyond the amounts claimed due by Mr. Dallas in (a) above. Apparently Mr. Dallas simply paid himself or was able to obtain payments from Mr. Brown intermittently over the years without the presentation of any invoices, billing or statements of services rendered.
4. Beginning at least as early as 1987, Mr. Dallas undertook the continuing responsibility for review and approval of royalty payments to James Brown.

5. Beginning at least as early as 1994, Mr. Dallas was designated as a Personal Representative and Trustee under Mr. Brown's earlier purported will and served as a member of the Board of Directors of James Brown Enterprises, Inc.
6. In June of 1999, Mr. Dallas became a co-holder of a general power of attorney for the conduct of Mr. Brown's affairs and, as far as the undersigned knows, utilized that POA at various times without the knowledge of Mr. Brown or of anyone else.
7. In August of 2000, Mr. Dallas was named as a Co-Trustee of Mr. Brown's Irrevocable Trusts (at least one of which was a charitable trust) for which he and other co trustees were to be paid 50% of the gross income of the irrevocable trust as compensation for their services as co trustees.
8. In March of 2007, after the death of Mr. Brown on Dec. 25, 2006, Mr. Dallas became a member of the James Brown Trust Advisory Committee.

(b) Beginning as early as 1991, David G. Cannon, who is not nor has he ever been a CPA or an accountant (and who also, unbeknownst to Mr. Brown had been arrested, charged and convicted in Richland County, South Carolina for receiving stolen goods and received 18 months probation) became Mr. Brown's trusted (purported) "accountant", financial advisor, bookkeeper, cosignatory on bank accounts and business manager. Specifically:

1. Beginning as early as 1994, Mr. Cannon began to act as a member of the Board of Directors and as Comptroller of James Brown Enterprises, Inc.
2. In June of 1999, Mr. Cannon became a co-holder of a general power of attorney for the conduct of Mr. Brown's affairs.
3. Beginning at least as early as January of 2000, Mr. Cannon undertook to control and sign for distributions from the bank accounts of James Brown Enterprises, Inc without joint control or supervision by any other person, including Mr. Brown.
4. In August of 2000, Mr. Cannon was named to become a co- Trustee of the James Brown 2000 Irrevocable Trusts, one of which was a charitable trust, and was to be paid a commission for his services of part of 50% of the gross income of the charitable trust. This compensation was in addition to another purported agreement in writing in which Mr. Cannon was to be paid 5% of Mr. Brown's gross income from any source.
5. As early as August of 2002, Mr. Cannon established, without any signatory authority from Mr. James Brown, an entity known as Seventh Decade, owned wholly by Mr. Cannon, which assumed control of virtually all of Mr. Brown's income and assets and received, as of that time, approximately 2.5 million dollars of Mr. Brown's remaining cash on deposit in various accounts from the proceeds of the loan/"bond" deal which closed approximately June 5, 1999 in NYC. It was at this closing, according to an eyewitness at the closing, that Mr. Brown asked the lawyers and other persons at the closing table at the time of signing

the loan documents, if any of them had tried "gorilla", a slang term used by Mr. Brown to refer to liquid PCP.

6. In March of 2007, after the death of Mr. Brown on Dec. 25, 2006, Mr. Cannon became a member of the James Brown Trust Advisory Committee.

(c) Beginning as early as August of 1990, Judge Alfred A. Bradley (what we believe was a part time SC Magistrate Judge, though not a lawyer) became a trusted counselor, advisor, employee and trustee of Mr. Brown with power and authority to receive and distribute income and assets in his behalf. Specifically:

1. In August of 1990, Judge Bradley undertook to act as James Brown's prison work release program sponsor.
2. As early as 1994, Judge Bradley became an Officer and Director of James Brown Enterprises, Inc.
3. Beginning as early as April of 1998, Judge Bradley undertook to receive and distribute funds (mostly cash) on behalf of James Brown and James Brown Enterprises, Inc. for concerts performed by James Brown and to authorize pursuant to "Letters of Direction" payments of commissions from such concert proceeds to himself and other on tour with Mr. Brown.
4. In April of 1998, Judge Bradley was designated as a co Trustee under Mr. Brown's purported will.
5. In June of 1999, Judge Bradley became a co-holder of a general power of attorney for the conduct of Mr. Brown's affairs.
6. In August of 2000, Judge Bradley was nominated to become a Co-Trustee of Mr. Brown's Irrevocable Trust. It was in this document that at least one charitable trust was to be created from which Judge Bradley was to receive a share of 50% of the gross income for his compensation as a fiduciary, a sum unheard of in any trust indenture and inconceivable as compensation for a trustee to receive for services as fiduciary for a charity.
7. In March of 2007, after the death of Mr. Brown on Dec. 25, 2006, Judge Bradley became a member of the James Brown Trust Advisory Committee.

1. Based upon representations by a duly authorized representative of Joel A. Katz, that prior to Mr. Brown's death, Joel A. Katz, Attorney at Greenberg Traurig - served for more than 30 years as "a trusted legal and business advisor to Mr. Brown," including the legal representation of Mr. Brown in various matters including cataloging and analyzing his overall income, and in the creation of certain trusts and limited partnerships in order to structure a transaction for his financial benefit. Mr. Katz also served on the James Brown Trust Advisory Committee.

2. Beginning as early as 2005, Greenberg Traurig served as attorneys for James Brown, James Brown Enterprises, Inc. and the James Brown 2000 Irrevocable Trust.
3. In all of these relationships with Cannon, Dallas, Bradley, Katz and Greenberg Traurig, James Brown reposed great trust and confidence in their integrity and fidelity and had with all such persons a confidential relationship requiring the utmost standards of good faith, no self dealings and the absence of conflicts of interest.
4. Prior to August of 2002, a close business and personal relationship existed between David G. Cannon and Enterprise Bank, through which the Officers and Directors of Enterprise Bank were fully aware of the business and financial relationships between Mr. Cannon and Mr. Brown.
5. Beginning as early as August of 2002, David Cannon undertook to create and fully own for himself corporate entity called Seventh Decade Productions to funnel the income and assets of James Brown to Cannon and Dallas. This was in fact what happened sometime in 2002 without the knowledge or consent of James Brown.
6. As a result of the close business and personal relationship between David G. Cannon and the Officers and Directors of Enterprise Bank, the Plaintiffs/petitioners herein are informed and believe that Enterprise Bank was aware that the only source of funds which were available to Seventh Decade during the existence of its account with Enterprise Bank was James Brown, James Brown Enterprises, Inc. and the James Brown 2000 Irrevocable Trust.
7. Between August of 2002 and the date of Mr. Brown's death, David G. Cannon channeled more than \$3 million of the funds owned exclusively by James Brown, James Brown Enterprises, Inc. and the James Brown 2000 Irrevocable Trust to and through the Seventh Decade account at Enterprise Bank.
8. During that same period, David G. Cannon funneled more than \$1 million of these funds to himself, his entity DOC Associates and to Albert H. Dallas, all done without the knowledge or consent of Mr. Brown and without his signature on any such transfers.
9. Enterprise Bank holds itself out to the public as a bank which takes customer service seriously and goes above and beyond the call of duty to get to know its customers and to serve them better.

**SUMMARY OF ACTS ON THE PART OF CANNON, DALLAS AND BRADLEY
OCCURRING PRIOR TO JANUARY 1, 1999**

10. Beginning on or before January 1, 1999, Cannon, Dallas and Bradley entered into a an explicit civil and possibly criminal conspiracy to defraud James Brown and his related interests and entities -which continued up to the date of his death and thereafter as evidenced by the steps each participant in the conspiracy took to achieve the goals of said conspiracy.
11. Pursuant to such conspiracy, Cannon, Dallas and Bradley did the following:

- (a) In breach of their fiduciary duties they undertook to charge James Brown and his related entities with excessive and exorbitant fees and commissions and without ANY accounting to James Brown or to the Court (Aiken County, Judge Doyet Early, presiding).
- (b) In pursuit of the objectives of such conspiracy, they procured the signature of James Brown on various documents by undue influence, fraud and/or forgery or, where applicable, simply inserted blank signature pages of Mr. Brown to documents which Mr. Brown did not ever see or approve of.
- (c) They fraudulently concealed these acts and practices from James Brown.

**SUMMARY OF ACTS BY CANNON, DALLAS AND BRADLEY
OCCURRING ON OR AFTER JANUARY 1, 1999**

A. SIPHONING OFF OF CONCERT REVENUES

- 1. On or after January 1, 1999, Cannon, Dallas and Bradley began or continued a scheme under which excessive and exorbitant fees and commissions were charged and collected against income generated by Mr. Brown from the performance of tours and concerts throughout the world (most of these revenues were paid to managers of the tours in CASH and not accounted for to anyone), through which Mr. Brown generated gross revenues of approximately \$4 million to \$6 million per year.
- 2. The evidence currently available to the Plaintiffs shows:
 - (a) Over a period of 48 months between January 1, 1999 and December 17, 2002, as the individual in control of the James Brown Enterprises, Inc. checking account, David G. Cannon issued a total of at least forty four checks payable to himself in the total amount of more than \$6 million for which there is no accounting or voucher to justify such payments. It is worth adding here, to show the unlawful and undisclosed nature of these payments to Mr. Cannon, that these amounts received by Cannon were not included in Mr. Cannon's income tax returns for the periods in question.
 - (b) Over a period of eleven months between February 8, 2004 and December 17, 2004, David G. Cannon issued a total of at least six checks to himself from the bank account of Seventh Decade at Enterprise Bank in the total amount of more than \$77,000.00. Again, no accounting for same.
 - (c) Over a period of 23 months from December 14, 2004 through November 21, 2006, David G. Cannon issued a total of at least 37 checks to DGC Associates from the bank account of Seventh Decade at Enterprise Bank in the total amount of \$619,000.00. Again, no accounting for same.

- (d) Over a period of two months from August 8, 2005 through October 9, 2005, David G. Cannon issued a total of at least three checks to himself from the bank account of Seventh Decade at Enterprise Bank in the total amount of \$52,300.00. Again, no accounting for any of the monies paid was ever provided to Mr. Brown or even after his death to the estate's representative despite repeated requests for accountings.
 - (e) Over a period of nine months between May 9, 2006 through January 1, 2007, David G. Cannon issued a total of eight checks to DGC Associates drawn on the bank account of James Brown Enterprises, Inc. in an amount in excess of \$173,000.00. Again, no accountings.
 - (f) Over a period of 34 months between February 25, 2004 and November 7, 2006, David G. Cannon issued a total of at least 16 checks to his co-conspirator Albert H. Dallas drawn on the account of Seventh Decade at Enterprise Bank in the total amount of at least \$282,000.00. Again, no accountings.
 - (g) Throughout this entire period, Judge Alford A. Bradley continuously channeled funds in excessive and exorbitant amounts from the proceeds of James Brown's concerts and tours entrusted to him to himself and his co-conspirators Cannon and Dallas in amounts yet to be determined because the funds from the concerts were either entirely or substantially in CASH.
3. When Mr. Brown (or father told us this himself) made inquiries of Mr. Cannon, Mr. Dallas and Judge Bradley as to "where his money went," without disclosing the amounts which they secretly siphoned off for their own use and benefit, their typical response was that Mr. Brown himself would need to "cut expenses or increase revenue," as evidenced by the Board of Directors Meeting Minutes of James Brown Enterprises, Inc. dated June 10, 2002. What is so ludicrous about this representation that Mr. Brown needed to cut expenses of his lifestyle was that at the time Cannon, Dallas and Bradley were telling our dad this information, they were receiving and spending literally millions of his dollars.

B. SIPHONING OFF PROCEEDS OF THE PULLMAN ROYALTY REVENUE STREAM SECURITIZATION

- 1. Beginning in or about February of 1999, in pursuit of a plan or a conspiracy, Cannon and Dallas undertook to effect a securitization of James Brown's royalty revenues from previous recordings into a lump sum.
- 2. In this scheme, the purported signature of James Brown was obtained by Cannon and his co-conspirators upon an agreement with the Pullman Group dated February 2, 1999, which ultimately led to a bond transaction (loan) in the amount of \$26 million.
- 3. The net proceeds of this transaction went to Cannon, with the knowledge and complicity of Dallas, who received an exorbitant and excessive commission of \$4.9 million, and that Dallas

received an additional commission of an as yet undetermined amount. Again, no contract for this money or any accounting has ever been seen or produced by Cannon and Dallas.

C. SIPHONING OFF PROCEEDS OF THE MORGAN STANLEY INVESTMENT

1. In June of 1999, approximately \$10 million of the proceeds from the Pullman bond transaction was invested with Morgan Stanley Dean Witter in the name of James Brown Enterprises, Inc. The express purpose of this money was to provide an annuity of sorts for Mr. Brown, the income of which would be used to support him. In spite of this plan, the funds were depleted and withdrawn by Cannon within 3 years or less.
2. All aspects of this investment were handled on behalf of James Brown by David G. Cannon and that Morgan Stanley never communicated directly with Mr. Brown nor confirmed the authenticity of various documents to which the purported signature of Mr. Brown was affixed in connection with such transactions to remove funds from Morgan Stanley account in the name of Mr. Brown or JBE.
3. Mr. Cannon induced Morgan Stanley to make a "gift" of \$50,000.00 from the proceeds of such investment to his co-conspirator Judge Bradley and that Morgan Stanley never confirmed Mr. Brown's authorization of this "gift."
4. Following the making of this investment, David G. Cannon induced Morgan Stanley to make the following distributions of the proceeds of this investment to the following bank accounts controlled by Mr. Cannon:
 - (a) Between January 12, 2000 and August 6, 2002, a total of at least 11 distributions to the bank account of James Brown Enterprises, Inc. controlled by Mr. Cannon in an amount exceeding \$7.1 million.
 - (b) Between June 22, 2002 and March 14, 2004, a total of at least 14 distributions to the Seventh Decade bank account at Enterprise Bank controlled by Mr. Cannon in amount exceeding \$2.9 million.
5. These distributions were made by Morgan Stanley without any direct or indirect contact between Morgan Stanley and James Brown. The contacts to allegedly authorize these transactions were made between Morgan Stanley and Cannon.
6. The evidence shows that substantial portions of these distributions by Morgan Stanley totaling in excess of \$12 million were then siphoned off by David Cannon to himself, to DGC Associates, and to Mr. Cannon's co-conspirators. As a proximate result of such actions, James Brown and his estate suffered damages in an amount exceeding \$12 million and subsequently sought punitive damages from the Defendant Morgan Stanley in 2008 in the matter of Adele J. Pope and Robert L. Buchanan, Jr., as Personal Representatives of the Estate of James Brown, deceased, and as Trustees of the 2000 Irrevocable Trust vs. Morgan Stanley; United States District Court of South Carolina, Aiken Division, Case Number: 1:08-CV-01672-WOB; James

Brown Enterprises, Inc. vs. Morgan Stanley, Financial Industry Regulatory Authority Arbitration, Case Number: 08-01207.

However, the Estate of James Brown, and James Brown Enterprises reached a settlement at mediation of the following claims:

- (a) FINRA Dispute Resolution Arbitration Claim, Case No. 08-01207, James Brown Enterprises, Inc. v. Morgan Stanley, dated April 18, 2008.
- (b) The Estate of James Brown, etc. v. Morgan Stanley, Civil Action No. I :08-CV-1672-WOB, filed in the United States District Court for the District of South Carolina, Aiken Division, on April 21, 2008.

Following the settlement of these claims on July 16, 2009, a confidential disclosure of the amount of the settlement was made to Daryl Brown, individually and on behalf of his minor child, Janice 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; Larry Brown; Tanya Brown; and Venisha Brown with the express understanding that such settlement amount would be kept confidential.

D. THE 985 BROAD STREET, AUGUSTA, GEORGIA PROPERTY TRANSACTION

1. On August 1, 2000, the James Brown 2000 Irrevocable Trust was created with Cannon, Bradley and Dallas acting as Trustees.
2. Following the creation of the James Brown 2000 Irrevocable Trust, Cannon, Dallas and Bradley entered into a transaction in which they purchased a parcel of property located at 985 Broad Street in Augusta, Georgia from SouthTrust Bank, with the property being titled in the name of Cannon, Dallas and Bradley as Trustees for the James Brown 2000 Irrevocable Trust.
3. In order to secure the purchase price of this transaction, on September 29, 2000, an installment note in the amount of \$745,000.00 payable to SouthTrust Bank was executed by the Bradley as Secretary-Treasurer of James Brown Enterprises, Inc. and the purported signature of James Brown was also affixed to this installment note.
4. Following this transaction, no payments were EVER made on the installment note, and on August 3, 2001, the Cannon, Dallas and Bradley were notified by attorneys for SouthTrust Bank that the installment note was in default.
5. When no further action was taken by Cannon, Dallas and Bradley, on September 6, 2001, suit was filed by SouthTrust Bank against the James Brown 2000 Irrevocable Trust, James Brown Enterprises, Inc. and James Brown, and Dallas accepted service as attorney for all defendants on October 31, 2001 (Re: SouthTrust Bank, a United States Bank vs. Alford Bradley, As Trustee Under Irrevocable Trust Agreement; David Cannon As Trustee Under Irrevocable Trust Agreement; Albert Dallas, As Trustee Under Irrevocable Trust Agreement; James Brown, As Grantor; James Brown Enterprise, Inc.; James Brown; Superior Court of Richmond County, GA, Case Number: 2001RCCV00728)

6. On November 29, 2001, Dallas filed an Answer to this suit in which he admitted that James Brown Enterprises, Inc. and James Brown individually had guaranteed payment of this installment note.
7. When Mr. Dallas' deposition was taken in that case on January 15, 2002, he testified that the installment note had not been paid due to "unavailability of funds" which as has been shown above, is patently false because there were adequate funds to service the loan or loans (the funds siphoned off or stolen by Cannon and Dallas).
8. In breach of their fiduciary duties to James Brown, James Brown Enterprises, Inc. and the James Brown 2000 Irrevocable Trust, the Cannon, Dallas and Bradley allowed a default judgment to be entered against Mr. Brown, James Brown Enterprises, Inc. and the James Brown 2000 Irrevocable Trust on April 25, 2002 in the amount of \$800,000.00 plus \$113,000.00 in attorneys' fees.
9. As a result, on August 12, 2002, a judgment for in excess of \$914,000.00 was filed in Aiken County, South Carolina against James Brown, James Brown Enterprises, Inc. and the James Brown 2000 Irrevocable Trust.
10. When SouthTrust Bank attempted to execute this judgment against property of James Brown Enterprises, Inc. in Aiken County, between October 18 and November 1, 2002, David Cannon purchased an assignment of this \$914,000.00 judgment against James Brown, James Brown Enterprises, Inc. and James Brown 2000 Irrevocable Trust in his own behalf for an amount believed to approximate \$41,000.00. In other words, Cannon then owned the judgment against his own client Mr. Brown and could collect \$914,000 from Brown based on his payment of \$41,000 for the judgment.
11. Notwithstanding Dallas' assertion that this installment note was not paid due to "unavailability of funds," between the date the installment note was executed on September 29, 2000 and the date that David Cannon's acquisition of the \$914,000.00 judgment in his own behalf was completed on November 1, 2002, David G. Cannon funneled more than \$3.1 million to himself from the James Brown Enterprises, Inc. bank account.
12. In an attempt to collect upon this improperly obtained judgment assignment, Mr. Cannon filed his improperly obtained assignment of the \$914,000.00 judgment in the Court of Common Pleas for Aiken County on January 3, 2007.

E. THE \$900,000.00 CHECK TRANSACTION

1. In April of 2006, pursuant to an audit conducted by a group of certified public accountants known as the Haber Corporation, an agreement was reached between Universal Recordings, Inc. and a James Brown corporate entity known as James Brown, LLC under which Universal Recordings agreed to a payment of previously unpaid but overdue royalties for Mr. Brown in the amount of \$900,000.00.

2. Pursuant to such agreement, on July 14, 2006 Universal Recordings issued a check payable to James Brown, LLC Collection Account M & T Bank in the amount of \$900,000.00.
3. By copy of a letter dated July 24, 2006, Cannon and Dallas were notified that there were "multiple third-party obligations" involved in the issuance of this \$900,000.00 check, and that these funds should be disbursed only "in accordance with the applicable agreements."
4. Cannon knew, as a result of his involvement in the Pullman Group bond transaction above, that the trustee for the holder of the Pullman bonds was entitled to receive the proceeds of this check.
5. Notwithstanding this knowledge, on August 1, 2006, David G. Cannon deposited this check in the bank account of the James Brown 2000 Irrevocable Trust at the Enterprise Bank, from which he then wrongfully made the following unauthorized payments to himself from the proceeds of this check:
 - (a) On December 12, 2006, a payment of \$50,000.00.
 - (b) On December 20, 2006, a payment of \$5,000.00.
 - (c) At or around the date of Mr. Brown's death on December 25, 2006, a payment of \$350,000.00 payable to Mr. Cannon's entity DG Associates bearing a purported date of December 22, 2006, but negotiated by the Enterprise Bank three days after Mr. Brown's death on December 28, 2006.
6. On December 18, 2007, the circuit court, Judge Doyet A. Early, III presiding in the matter of The Estate Of James Brown a/k/a James Joseph Brown Case Number: 2007- CP -02-0122, In The Aiken County Circuit Court Of Common Pleas, found Cannon in contempt of court for violating (1) an August 10, 2007 order mandating that Cannon give up all authority and cease all activities relating to the James Brown estate, the Brown trusts, and all Brown entities (which Cannon violated by filing amended tax returns without authority); and (2) an October 2, 2007 order requiring Cannon to pay back \$373,000.00 that he had misappropriated from Brown's estate.

The circuit court ordered Cannon to be incarcerated for six months for the contempt. However, the circuit court stated Cannon could purge himself of the contempt "by the payment of the aforementioned \$373,000, the payment into this court of \$50,000 to be applied towards the payment of attorneys' fees incurred by the various parties, and the payment of a fine of \$10,000.00."

Cannon appealed and posted an appeal bond. According to Cannon's attorney, when his bond ran out, Cannon was forced to report to the Aiken County Detention Center and go to jail on February 11, 2009 to serve his sentence. Cannon was released three months later, on May 11, 2009.

The Court of Appeals affirmed in part, reversed in part, and remanded for further proceedings; it upheld all of the circuit court's findings regarding the contempt except for the amount awarded towards attorneys' fees and the imposition of the fine. *Ex parte Cannon*, 385 S.C. 643, 685 S.E.2d 814 (Ct. App. 2009).

F. DESCRIPTION OF OTHER ACTS AND PRACTICES OF CANNON, DALLAS AND BRADLEY PURSUANT TO SUCH CONSPIRACY

1. Beginning before and continuing after January 1, 1999, Cannon, Dallas and Bradley continuously breached their fiduciary duties to James Brown and his related entities and interests by improperly appropriating his income and assets in various ways including:
 - (a) Creating and continuing the operation of corporations and other entities such as, without limitation, Living Productions, Inc., Godfather of Soul Music and Geronimo Music, LLC, through which revenues resulting from the professional activities of Mr. Brown were channeled into the possession and control of Mr. Dallas and his co-conspirators.
 - (b) Appropriating to themselves ownership interests in such entities in order to gain control of income resulting from Mr. Brown's professional activities, popularity and good will.
 - (c) Similar activities the nature and extent of which is unknown at this time.
2. By way of illustration:
 - (a) Checks payable to Living Productions, Inc. were channeled into the offices of Dallas and that Dallas somehow, without the consent or signature of Mr. Brown, acquired a one third ownership interest in Living Productions, Inc.
 - (b) That checks payable to Godfather of Soul Music were channeled into the offices of the Defendant Dallas.
 - (c) That Cannon and Dallas obtained a 22% ownership interest in Geronimo Music, LLC (which owned music rights to certain songs and music of Mr. Brown) and that substantial distributions whose exact amount are unknown at this time were made to Cannon and Dallas from the income stream of Geronimo Music.
 - (d) That in or about November 2001, Cannon, Dallas and Bradley used the purported signature of James Brown to acquire a 40% interest in the royalties from the sale of the James Brown dancing (bobble head?) doll, thereby acquiring revenues in excess of \$95,000.00 from such royalties.
3. These activities resulted in substantial damages to James Brown, James Brown Enterprises, Inc. and the James Brown 2000 Irrevocable Trust occurring on and after January 1, 1999.

G. THE MORGAN STANLEY INVESTMENT ACCOUNT

1. On or about June 22, 1999, Morgan Stanley opened a brokerage account in the name of James Brown Enterprises, Inc., a South Carolina corporation with its principal place of business in the Aiken County.
2. This account was opened by Morgan Stanley with the expectation that the assets of such account would be used for the benefit of James Brown, a resident of the Aiken County, South Carolina.
3. The allegations were based in part on the provisions of the Morgan Stanley "Investment Policy Statement", and in part on the deposition testimony of Morgan Stanley investment advisor Joseph P. Lizzio.
4. In this deposition of Mr. Lizzio taken pursuant to an Order of the Court in the James Brown Estate Litigation pending in the Court of Common Pleas in Aiken County, South Carolina, C/A No. 2007-CP-02-122, Mr. Lizzio stated:
 - (a) That it "was just understood" that the investment would be made "on behalf of James Brown" and that "he's going to be the client";
 - (b) That he had been told that "Mr. Brown was going to use the proceeds to methodically sort of live off the portfolio";
 - (c) That he understood that this investment account was "ultimately" for Mr. Brown's use, and that the intent was "to generate income sufficient for Mr. Brown's personal needs," and "to generate cash flow to supplement his income"; and
 - (d) Mr. Lizzio also identified Deposition Exhibit # 21 dated February 5, 2001 in which he had referred to this investment account as "Mr. Brown's portfolio".
5. Between June 22 and October 1, 1999, \$10 million was invested in this account, and by December 31, 1999, due to market appreciation, the account balance exceeded \$12 million.
6. In July of 1999, Morgan Stanley prepared an "Investment Policy Statement" for this account with the stated purpose of developing a "sound long-term investment policy".
7. Pursuant to this "Investment Policy Statement," Morgan Stanley stated that the assets of the account would be used "to supplement the current income of Mr. Brown," and that it was "expected that the cash-flow requirements from this portfolio will be approximately \$1.4 MM annually".
8. This "Investment Policy Statement" further stated that the specific investment objective of this account was "to achieve an average annual rate of return of 11.41% net of fees (over a period of ten years)".
9. With respect to these figures, Morgan Stanley's investment advisor Joseph Lizzio acknowledged:

- (a) That an average annual rate of return of over 11% on an investment of \$10 million would be expected to generate \$1.1 million of annual income;
 - (b) That a projected annual cash outflow of \$1.4 million to Mr. Brown, and an annual income projection of \$1.1 million would result in "only a \$300,000 shortfall" and
 - (c) That with an annual shortfall of \$300,000, the time it would take to exhaust a \$10 million investment "would be somewhere between 20 and 30 years".
10. The Morgan Stanley "Investment Policy Statement" included in Exhibit A further stated that a Morgan Stanley advisor would "meet with the investor no less than annually (preferably semi-annually) to review and explain the portfolio's investment results and any other related issues worthy of discussion".
11. Notwithstanding these provisions and the plans to provide long term income for Mr. Brown, Plaintiffs are informed and believe that Morgan Stanley dealt exclusively with James Brown Enterprises' Comptroller David G. Cannon with respect to this investment account and that neither Mr. Lizzio nor any other representative of Morgan Stanley ever communicated with James Brown.
12. These allegations above are based in part on the following deposition testimony of Morgan Stanley investment advisor Joseph Lizzio, including:
- (a) Mr. Lizzio acknowledged that the only source for background information on James Brown was David Cannon and that he had not spoken with James Brown;
 - (b) Mr. Lizzio acknowledged that he never spoke to James Brown or communicated with him "in any way," and that "everything was handled by Mr. Cannon"; and
 - (c) Mr. Lizzio acknowledged that he "never had a communication with" James Brown, and that he "always dealt with David Cannon".
13. Further, as a result of withdrawals from this investment account instigated by Mr. Cannon which were inconsistent with the objectives of the Morgan Stanley "Investment Policy Statement", over a period of 26 months between January 12, 2000 and March 25, 2002, more than \$6.7 million was withdrawn from this investment account.
14. The evidence presented in this case shows:
- (a) That these withdrawals which were inconsistent with the objectives of the Morgan Stanley "Investment Policy Statement" were approved and executed by Morgan Stanley's duly authorized agent Joseph Lizzio without consultation with or confirmation by Mr. Brown, for whose benefit the account was created
 - (b) That these withdrawals which were inconsistent with the objectives of the Morgan Stanley "Investment Policy Statement" were approved and executed by Morgan Stanley's duly authorized agent Joseph Lizzio despite Mr. Lizzio's concern with what he described as an excessive withdrawal or "burn rate" in the account; and
 - (c) That, notwithstanding this concern about this excessive "burn rate," the only action which Morgan Stanley and its investment advisor Joseph Lizzio took was to make one telephone call to Mr. Brown's home in which "a woman answered," but Mr. Lizzio

"couldn't tell you whether it was a house maid or wife or whom," and in which Mr. Lizzio "explained who I was and said that . . . I'd really like to speak with him, but he never called me back".

15. In addition, these excessively large withdrawals from this investment account were initiated by Mr. Cannon in breach of his fiduciary duty to James Brown and the James Brown 2000 Irrevocable Trust, and that they were also made pursuant to a civil and or criminal conspiracy between the following parties to siphon off excessive fees and commissions from James Brown and his related entities:
 - (a) David G. Cannon, as accountant for James Brown, Comptroller for James Brown Enterprises, Inc., co-holder of Mr. Brown's Durable Power of Attorney, and Trustee of the James Brown 2000 Irrevocable Trust;
 - (b) Albert H. Dallas, as attorney for James Brown and his related entities, co- holder of Mr. Brown's Durable Power of Attorney, and Trustee of the James Brown 2000 Irrevocable Trust; and
 - (c) Alford A. Bradley, as an Officer of James Brown Enterprises, Inc., co- holder of Mr. Brown's Durable Power of Attorney, and Trustee of the James Brown 2000 Irrevocable Trust.
16. Pursuant to such continuing pattern of breach of fiduciary duty by David G. Cannon and civil conspiracy between Mr. Cannon, Mr. Dallas and Mr. Bradley:
 - (a) Over a period of eight years between January 1, 1999 and Mr. Brown's death on December 25, 2006, David G. Cannon siphoned off more than \$12 million in excessive fees and commissions from Mr. Brown and his related entities; and
 - (b) From the more than \$6.7 million in withdrawals initiated by David G. Cannon from this Morgan Stanley investment account, more than \$4.2 million was passed through directly to David G. Cannon.
17. Among the excessive withdrawals from the Morgan Stanley investment account in violation of the Morgan Stanley "Investment Policy Statement" which passed through directly to David G. Cannon were the following:
 - (a) On July 10, 2000, \$1.3 million was withdrawn from the Morgan Stanley investment account, and, on the following day, more than \$1 million was siphoned off by David Cannon;
 - (b) On July 13, 2000, more than \$557,000 was withdrawn from the Morgan Stanley investment account, and two weeks later \$300,000 was siphoned off by David Cannon;
 - (c) On January 17, 2001, \$800,000 was withdrawn from the Morgan Stanley investment account, and five days later \$350,000 was siphoned off by David Cannon;
 - (d) On January 31, 2001, \$100,000 was withdrawn from the Morgan Stanley investment account, and the following day \$100,000 was siphoned off by David Cannon;
 - (e) On June 12, 2001, more than \$881,000 was withdrawn from the Morgan Stanley investment account, and on the same day, \$845,000 was siphoned off by David Cannon;

- (f) On October 1, 2001, \$800,000 was withdrawn from the Morgan Stanley investment account, and on the following day, \$800,000 was siphoned off by David Cannon; and
 - (g) On March 25, 2002, \$500,000 was withdrawn from the Morgan Stanley investment account, and three days later, \$500,000 was siphoned off by David Cannon.
18. In approving and executing the more than \$6.7 million in transfers from the Morgan Stanley investment account, in violation of the Morgan Stanley "Investment Policy Statement," without consultation with or confirmation by Mr. Brown, and certainly without any signature from Mr. Brown, Morgan Stanley and its duly authorized agent Joseph Lizzio:
- (a) Were negligent, reckless, willful and wanton in one or more of the ways described;
 - (b) Breached their fiduciary duties to James Brown;
 - (c) Aided and abetted David G. Cannon in his continuing breach of fiduciary duty; and
 - (d) Aided and abetted Mr. Cannon, Mr. Dallas and Mr. Bradley in their continuing civil conspiracy.
19. Morgan Stanley and its duly authorized agent and registered representative Joseph Lizzio, upon the instructions of David Cannon, Mr. Brown's comptroller and/or bookkeeper and accounts manager, were negligent, reckless, willful and wanton in one or more of the following ways:
- (a) In failing to comply with the "Approval, Supervision and Control" provisions of NYSE Rule 342;
 - (b) In failing to comply with the "Diligence as to Accounts" provisions of NYSE Rule 405(1) requiring each member organization to "use due diligence to learn the essential facts relative to every customer . . . accepted or carried by such organization;"
 - (c) In failing to comply with the "Supervision of Accounts" provisions of NYSE Rule 405(2) requiring every member organization to "supervise diligently all accounts handled by registered representatives of the organization;" and
 - (d) In failing to comply with the "Business Conduct" provisions of NYSE Rule 401(a) which requires that every member organization "shall at all times adhere to the principles of good business practice in the conduct of his or its business affairs."
20. Morgan Stanley and its duly authorized agent and investment advisor Joseph Lizzio, upon instructions from Cannon, violated the letter and spirit of the NYSE "Anti-Money Laundering Compliance Program" Rule 445 adopted October 8, 1999, and related regulations, by failing to "develop and implement a written anti-money laundering program reasonably designed to achieve and monitor compliance with the requirements of the Bank Secrecy Act (31 U.S.C. 5311, et seq.)," and by failing to identify and report the transfers from the Morgan Stanley investment account, as "suspicious transactions."
21. Further IF Morgan Stanley properly monitored and supervised this account, it would have discovered that David G. Cannon and his co-conspirators were siphoning off the proceeds of this account for their own use and benefit.

22. By entrusting Morgan Stanley with this investment account, James Brown reposed great trust and confidence in the integrity and fidelity of Morgan Stanley, and Morgan Stanley assumed a fiduciary duty to James Brown to act in his financial best interest. It is clear that during periods of mental and/or physical weakness, perhaps induced by drugs or drugs and alcohol, Mr. Brown was influenced to take certain actions or to fail to monitor these transactions, all of which were to his detriment. In other words, he was influenced to do so at a time when the judgment of others in a confidential relationship substituted their judgment for that of Mr. Browns.
23. Morgan Stanley breached its fiduciary duties to James Brown, proximately resulting in actual and punitive damages.
24. By failing to comply with the provisions of NYSE Rules 342, 401, 405 and 445, and by making the transfers out of this investment account, without a proper investigation and without consultation with or confirmation by James Brown, Morgan Stanley and its duly authorized agent Joseph Lizzio, upon instructions from Cannon, aided and abetted and rendered substantial assistance to David G. Cannon in his breach of fiduciary duty to James Brown and his related entities, thereby causing damages to James Brown.
25. By failing to comply with the provisions of NYSE Rules 432, 401, 405 and 445, and by making the transfers out of this investment account, without a proper investigation and without consultation with or confirmation by James Brown, Morgan Stanley and its duly authorized agent Joseph Lizzio, upon the instructions from Cannon, aided and abetted and rendered substantial assistance to the civil conspiracy of Mr. Cannon, Mr. Dallas and Mr. Bradley to siphon off excessive fees and commissions from James Brown and his related entities, thereby causing damages to James Brown.
26. As a proximate result of such actions, James Brown had suffered damages in an amount exceeding \$12 million and sought punitive damages from the Defendant Morgan Stanley in a lawsuit in an amount to be determined by the Court and jury. However, the Estate of James Brown, and James Brown Enterprises reached a settlement at mediation of the following claims:
 - (a) FINRA Dispute Resolution Arbitration Claim, Case No. 08-01207, James Brown Enterprises, Inc. v. Morgan Stanley, dated April 18, 2008; and
 - (b) The Estate of James Brown, etc. v. Morgan Stanley, Civil Action No. 1:08-CV-1672-WOB, filed in the United States District Court for the District of South Carolina, Aiken Division, on April 21, 2008.

Following the settlement of these claims on July 16, 2009, a confidential disclosure of the amount of the settlement was made to Daryl Brown, individually and on behalf of his minor child, Janice 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; Larry Brown; Tanya Brown; and Vanisha Brown with the express understanding that such settlement amount would be kept confidential.

H. STATE OF SOUTH CAROLINA VS. DAVID G. CANNON

In 2010, South Carolina Law Enforcement indicted David G. Cannon on several charges including but not limited Breach of trust with fraudulent intent, value \$5,000 or more and Forgery, value \$5,000 or more; see Indictment #'s 2010GS0600137; 2010GS0600138; 2010GS0600139; 2010GS0600140; 2010GS0600141; 2010GS0600142; 2010GS0600143; 2010GS0600144; and 2010GS0600145.

However on 10/27/2011, David G. Cannon reached a deal with the Attorney General's Office and pled guilty to two counts of Breach of trust with fraudulent intent, value \$5,000 or more (2010-GS-06-00137 & 2010-GS-06-00139) in exchange for dismissal/nolle prosequi of the remaining seven (7) counts of Breach of trust with fraudulent intent, value \$5,000 or more and Forgery, value \$5,000 or more.

David G. Cannon received a sentence of 10 yrs; Suspended upon 3 yrs Home Confinement & 5 yrs Probation, Concurrent to 2010-GS-06-00139. May end Home Confinement after 20 months, if all Conditions have been complied with. Probation to begin immediately. See File for Conditions of Home Confinement.

On May 1, 2014, David G. Cannon was ordered by the State of South Carolina to pay restitution of \$12,000,000.00 to the James Brown Estate and Trust by Order of Honorable R. Knox McMahon of the Barnwell County, SC Court of General Sessions in the Second Judicial Circuit.

IN THE COURT OF COMMON PLEAS
CASE NO. 2008-CP-02-1647

Deanna Brown-Thomas' Responses To
Limited Special Administrator's
First Request for Production of Documents

NOW COMES the following lawful heir of James Joseph Brown, Plaintiff in the above captioned case, as well as all predecessors and successors to this civil matter, including without limitation Case Nos. 2007-ES-02 0056, 2007-CP-02-0122, 2008-CP-02-01647, 2013-CP-02-02849, 2013-CP-02-02850, and 2013-CP-02-02851, and Respondent herein: DEANNA BROWN-THOMAS, by and through counsel of record, and hereby files her responses to David C. Sojourner, Jr., ("the LSA"), as Limited Special Representative of the Estate of James Brown (the "Estate") and Limited Special Trustee of The James Brown August I, 2000 Irrevocable Trust Agreement (the "Trust") First Request for Production of Documents as follows:

a. The following responses are based upon information presently available to this Plaintiff which this Plaintiff believes to be correct. Said responses are made without prejudice to this Plaintiff's right to utilize subsequently discovered facts.

b. No incidental or implied admissions of fact by this Plaintiff is made by the responses below. The only admissions are expressed admissions. The fact that this Plaintiff have answered any interrogatories or produced any documents herein may not properly be taken as an admission that this Plaintiff accepts or admits the existence of any facts set forth or assumed by such interrogatories or request for production of documents, or that such response constitutes admissible evidence. The fact that this

Plaintiff has answered part or all of any interrogatory or request for production of documents is not intended to, and shall not be, construed to be a waiver by this Plaintiff of all or any part of an objection of this Plaintiff to the admissibility of same at trial, or the relevance of the response.

- c. Responses to these interrogatories and requests for production of documents may be supplemented upon this Plaintiff's further investigations and acquisitions of information which this Plaintiff does not either possess or recall at this time. However, any such further supplementation shall be made only in accordance with the South Carolina Rules of Civil Procedure Act, Rule 33(b).
- d. The Preliminary Statement is incorporated in each of the responses set forth below.
- e. The Plaintiff shows that, notwithstanding any of the definitions or preliminary instructions contained within LSA's Interrogatories and Requests to Produce, Plaintiff will only provide responses which are required pursuant to the South Carolina Rules of Civil Procedure Act.
- f. As to any of the definitions that precede LSA's First Interrogatories to Plaintiffs and which seek information or documents that include trial preparation and/or privileged materials or communications, Plaintiff objects. In this regard, these interrogatories are over broad in that they seek the discovery of documents or communications of Plaintiff's attorneys or representatives.

GENERAL OBJECTIONS

Plaintiff objects generally to LSA's First Interrogatories and Request for Production of Documents to Plaintiffs on each of the following grounds:

- A. Plaintiff reserves the right to supplement or amend these responses and objections as additional information becomes available to Plaintiffs.
- B. Plaintiff further reserves the right to move for a Protective Order or to seek any other relief provided under the South Carolina Rules of Civil Procedure Act.
- C. Plaintiff further objects generally to LSA's First Interrogatories and Request for Production of Documents to the extent that they:
 - 1. Seek information protected from disclosure by virtue of the attorney-client privilege;

2. Seek information which contains confidential business information;
3. Seek information which is immune from discovery by virtue of the Work Product Doctrine;
4. Seek information which is neither relevant to the subject matter of the pending litigation, nor reasonably calculated to lead to discovery of admissible evidence;
5. Seek identification of documents which are not in Plaintiff's possession or control.

RESPONSES TO FIRST REQUEST FOR PRODUCTION OF DOCUMENTS

LSA'S DISCLAIMER: In response to this and all other Requests for Production, because the Actions reside in the South Carolina Court of Common Pleas, if You choose to make Documents available for inspection and copying instead of providing copies, the LSA respectfully asserts You may not properly choose to make such Documents available for inspection and copying at a location outside of South Carolina.

1. All Documents relating to the claims and/or defenses raised by You or any other Party in this case.

RESPONSE: Plaintiff will make available and produce all such documents for copying and inspection at a mutually agreeable time at the office of Levenson & Associates, 125 Broad Street, SW, Atlanta, Georgia 30303. In addition, please refer the exhibits already tendered into evidence at all proceedings in the Court of Common Pleas, Aiken County. Plaintiff does hereby reserve the right to supplement this response as discovery continues and/or upon receipt of additional information.

2. All exhibits that You intend to use at trial.

RESPONSE: Discovery is ongoing and it is premature for Plaintiff to identify all exhibits she intends to use at the trial of this case. However, Plaintiff will make available and produce all such documents for copying and inspection at a mutually agreeable time at the office of Levenson & Associates, 125 Broad Street, SW, Atlanta, Georgia 30303. In addition, please refer the exhibits already tendered into evidence at all proceedings in the Court of Common Pleas, Aiken County. Plaintiff does hereby reserve the right to supplement this response as discovery continues and/or upon receipt of additional information.

3. The complete file(s) of all the expert witness(es), including but not limited to, any and all reports, correspondence, fee agreement's, schedules, notes or other documentation reviewed, used, relied upon, or prepared by the expert witness(es).

RESPONSE: Plaintiff has neither retained nor identified an expert witness(es) at this time. However, Plaintiff reserves the right to supplement this response as discovery continues and/or upon receipt of additional information.

4. All Documents identified in response to the Limited Special Administrator's First Requests for Production to You.

RESPONSE: Plaintiff will make available and produce all such documents for copying and inspection at a mutually agreeable time at the office of Levenson & Associates, 125 Broad Street, SW, Atlanta, Georgia 30303. In addition, please refer the exhibits already tendered into evidence at all proceedings in the Court of Common Pleas, Aiken County. Plaintiff does hereby reserve the right to supplement this response as discovery continues and/or upon receipt of additional information.

5. All photographs, plats, sketches or other prepared documents in Your possession that relate to any claim or defense in the case.

RESPONSE: Plaintiff will make available and produce all such documents for copying and inspection at a mutually agreeable time at the office of Levenson & Associates, 125 Broad Street, SW, Atlanta, Georgia 30303. In addition, please refer the exhibits already tendered into evidence at all proceedings in the Court of Common Pleas, Aiken County. Plaintiff does hereby reserve the right to supplement this response as discovery continues and/or upon receipt of additional information.

6. All Documents related to any medical examination of, or medical treatment to James Brown during the period beginning January 1, 1999 through December 25, 2006.

RESPONSE: Plaintiff will produce all such documents at the law offices of Levenson & Associates, 125 Broad Street, SW, Atlanta, Georgia 30303 at a date and time mutually agreeable to counsel for the parties. However, Plaintiff reserves the right to supplement this response as discovery continues and/or upon receipt of additional information.

7. All Documents relating to the contention that, when James Brown executed the Will and/or Trust, he was not mentally capable of knowing: a. the nature and extent of his property; b. the objects of his bounty; and/or c. that he was making a will which would result in a disposition of property after his death.

RESPONSE: Plaintiff will make available and produce all such documents for copying and inspection at a mutually agreeable time at the office of Levenson & Associates, 125 Broad Street, SW, Atlanta, Georgia 30303. In addition, please refer the exhibits already tendered into evidence at all proceedings in the Court of Common Pleas, Aiken County. Plaintiff does hereby reserve the right to supplement this response as discovery continues and/or upon receipt of additional information.

8. All Documents relating to the contention that any person used coercion or exercised undue influence against James Brown related to execution of the Will and/or Trust.

RESPONSE: Plaintiff will make available and produce all such documents for copying and inspection at a mutually agreeable time at the office of Levenson & Associates, 125 Broad Street, SW, Atlanta, Georgia 30303. In addition, please refer the exhibits already tendered into evidence at all proceedings in the Court of Common Pleas, Aiken County. Plaintiff does hereby reserve the right to supplement this response as discovery continues and/or upon receipt of additional information.

9. All Documents relating to the contention that any person allegedly exercising undue influence over James Brown had a confidential and/or fiduciary relationship with James Brown.

RESPONSE: Plaintiff will make available and produce all such documents for copying and inspection at a mutually agreeable time at the office of Levenson & Associates, 125 Broad Street, SW, Atlanta, Georgia 30303. In addition, please refer the exhibits already tendered into evidence at all proceedings in the Court of Common Pleas, Aiken County. Plaintiff does hereby reserve the right to supplement this response as discovery continues and/or upon receipt of additional information.

10. All Documents relating to the contention that suspicious circumstances surrounded the preparation, formulation, and/or execution of the Estate Plan, Will, and/or Trust.

RESPONSE: Plaintiff will make available and produce all such documents for copying and inspection at a mutually agreeable time at the office of Levenson & Associates, 125 Broad Street, SW, Atlanta, Georgia 30303. In addition, please refer the exhibits already tendered into evidence at all proceedings in the Court of Common Pleas, Aiken County. Plaintiff does hereby reserve the right to supplement this response as discovery continues and/or upon receipt of additional information.

11. All Documents relating to the contention that certain persons exercising undue influence over James Brown received an undue benefit from James Brown's Estate Plan, Will and/or Trust.

RESPONSE: Plaintiff will make available and produce all such documents for copying and inspection at a mutually agreeable time at the office of Levenson & Associates, 125 Broad Street, SW, Atlanta, Georgia 30303. In addition, please refer the exhibits already tendered into evidence at all proceedings in the Court of Common Pleas, Aiken County. Plaintiff does hereby reserve the right to supplement this response as discovery continues and/or upon receipt of additional information.

12. All Documents relating to the contention James Brown was not acting of his own free will in executing the Will and/or Trust.

RESPONSE: Plaintiff will make available and produce all such documents for copying and inspection at a mutually agreeable time at the office of Levenson & Associates, 125 Broad Street, SW, Atlanta, Georgia 30303. In addition, please refer the exhibits already tendered into evidence at all proceedings in the Court of Common Pleas, Aiken County. Plaintiff does hereby reserve the right to supplement this response as discovery continues and/or upon receipt of additional information.

13. All Documents relating to the contention that David G. Cannon ("Cannon"), Albert H. Dallas ("Dallas"), and Alfred A Bradley ("Bradley") practiced fraud upon James Brown; resulting in his execution of the Will and/or Trust.

RESPONSE: Plaintiff will make available and produce all such documents for copying and inspection at a mutually agreeable time at the office of Levenson & Associates, 125 Broad Street, SW, Atlanta, Georgia 30303. In addition, please refer the exhibits already tendered into evidence at all proceedings in the Court of Common Pleas, Aiken County. Plaintiff does hereby reserve the right to supplement this response as discovery continues and/or upon receipt of additional information.

14. All Documents relating to each misrepresentation You contend was made to James Brown relating to his execution of the Will and/or Trust.

RESPONSE: Plaintiff will make available and produce all such documents for copying and inspection at a mutually agreeable time at the office of Levenson & Associates, 125 Broad Street, SW, Atlanta, Georgia 30303. In addition, please refer the exhibits already tendered into evidence at all proceedings in the Court of Common Pleas, Aiken County. Plaintiff does hereby reserve the right to supplement this response as discovery continues and/or upon receipt of additional information.

15. All Documents relating to the contention that James Brown lacked the requisite intent to execute the Will and/or Trust.

RESPONSE: Plaintiff will make available and produce all such documents for copying and inspection at a mutually agreeable time at the office of Levenson & Associates, 125 Broad Street, SW, Atlanta, Georgia 30303. In addition, please refer the exhibits already tendered into evidence at all proceedings in the Court of Common Pleas, Aiken County. Plaintiff does hereby reserve the right to supplement this response as discovery continues and/or upon receipt of additional information.

16. All Documents relating to the contention that James Brown, during his lifetime, maintained such complete and continuing control over all entities and other assets purportedly owned by the Trust that he had until his death the same rights in the assets after the creation of the Trust that he had before its creation.

RESPONSE: Plaintiff has no documents responsive to this Request.

17. All Documents relating to the contention James Brown treated the Trust as a revocable trust during James Brown's lifetime.

RESPONSE: Plaintiff will make available and produce all such documents for copying and inspection at a mutually agreeable time at the office of Levenson & Associates, 125 Broad Street, SW, Atlanta, Georgia 30303. In addition, please refer the exhibits already tendered into evidence at all proceedings in the Court of Common Pleas, Aiken County. Plaintiff does hereby reserve the right to supplement this response as discovery continues and/or upon receipt of additional information.

18. All Documents relating to the contention James Brown controlled Trust assets during his lifetime and/or otherwise acted inconsistently with the Trust being an irrevocable trust.

RESPONSE: Plaintiff will make available and produce all such documents for copying and inspection at a mutually agreeable time at the office of Levenson & Associates, 125 Broad Street, SW, Atlanta, Georgia 30303. In addition, please refer the exhibits already tendered into evidence at all proceedings in the Court of Common Pleas, Aiken County. Plaintiff does hereby reserve the right to supplement this response as discovery continues and/or upon receipt of additional information.

19. All Documents relating to and/or evidencing every Communication between You and H. Dewain Herring.

RESPONSE: Plaintiff has no documents responsive to this Request.

20. All Documents relating to the circumstances under which the Will was executed.

RESPONSE: Plaintiff will make available and produce all such documents for copying and inspection at a mutually agreeable time at the office of Levenson & Associates, 125 Broad Street, SW, Atlanta, Georgia 30303. In addition, please refer the exhibits already tendered into evidence at all proceedings in the Court of Common Pleas, Aiken County. Plaintiff does hereby reserve the right to supplement this response as discovery continues and/or upon receipt of additional information.

21. All Documents relating to the contention that Dallas benefited and/or could have benefited from the portions of the Estate Plan procured by undue influence.

RESPONSE: Plaintiff will make available and produce all such documents for copying and inspection at a mutually agreeable time at the office of Levenson & Associates, 125 Broad Street, SW, Atlanta, Georgia 30303. In addition, please refer the exhibits already tendered into evidence at all proceedings in the Court of Common Pleas, Aiken County. Plaintiff does hereby reserve the right to supplement this response as discovery continues and/or upon receipt of additional information.

22. All Documents relating to the contention that Bradley benefited and/or could have benefited from the portions of the Estate Plan procured by undue influence.

RESPONSE: Plaintiff will make available and produce all such documents for copying and inspection at a mutually agreeable time at the office of Levenson & Associates, 125 Broad Street, SW, Atlanta, Georgia 30303. In addition, please refer the exhibits already tendered into evidence at all proceedings in the Court of Common Pleas, Aiken County. Plaintiff does hereby reserve the right to supplement this response as discovery continues and/or upon receipt of additional information.

23. All Documents relating to the contention that Cannon benefited and/or could have benefited from the portions of the Estate Plan procured by undue influence.

RESPONSE: Plaintiff will make available and produce all such documents for copying and inspection at a mutually agreeable time at the office of Levenson & Associates, 125 Broad Street, SW, Atlanta, Georgia 30303. In addition, please refer the exhibits already tendered into evidence at all proceedings in the Court of Common Pleas, Aiken County. Plaintiff does hereby reserve the right to supplement this response as discovery continues and/or upon receipt of additional information.

24. All Documents relating to the contention that James Brown suffered from mental incapacity and/or incompetency when he executed the Will and/or Trust.

RESPONSE: Plaintiff will make available and produce all such documents for copying and inspection at a mutually agreeable time at the office of Levenson & Associates, 125 Broad Street, SW, Atlanta, Georgia 30303. In addition, please refer the exhibits already tendered into evidence at all proceedings in the Court of Common Pleas, Aiken County. Plaintiff does hereby reserve the right to supplement this response as discovery continues and/or upon receipt of additional information.

25. All Documents relating to the contention that James Brown suffered from physical incapacity when he executed the Will and/or Trust.

RESPONSE: Plaintiff will make available and produce all such documents for copying and inspection at a mutually agreeable time at the office of Levenson & Associates, 125 Broad Street, SW,

Atlanta, Georgia 30303. In addition, please refer the exhibits already tendered into evidence at all proceedings in the Court of Common Pleas, Aiken County. Plaintiff does hereby reserve the right to supplement this response as discovery continues and/or upon receipt of additional information.

26. All Documents relating to the contention that James Brown was in a weakened physical and/or mental condition when he executed the Will and/or Trust.

RESPONSE: Plaintiff will make available and produce all such documents for copying and inspection at a mutually agreeable time at the office of Levenson & Associates, 125 Broad Street, SW, Atlanta, Georgia 30303. In addition, please refer the exhibits already tendered into evidence at all proceedings in the Court of Common Pleas, Aiken County. Plaintiff does hereby reserve the right to supplement this response as discovery continues and/or upon receipt of additional information.

27. All Documents relating to the contention that James Brown exercised complete and continuing control over all entities and other assets purportedly owned by the Trust.

RESPONSE: Plaintiff has no documents responsive to this Request.

28. All Documents relating to the contention that James Brown had full and unfettered access to the assets purportedly owned by the Trust.

RESPONSE: Plaintiff has no documents responsive to this Request.

29. All Documents evidencing or relating to any Agreements between You and any other Party, including without limitation Tommie Rae Hynie Brown and/or her counsel and/or James Brown, II and/or his counsel.

RESPONSE: Plaintiff objects to this Request as overly broad and encompassing documents prepared by Plaintiff or her counsel in anticipation of litigation and containing the mental impressions, conclusions and opinions and legal theories of Plaintiff and/or her counsel. Subject to this objection, Plaintiff will produce all such documents at the law offices of Levenson & Associates, 125 Broad Street, SW, Atlanta, Georgia 30303 at a date and time mutually agreeable to counsel for the parties.

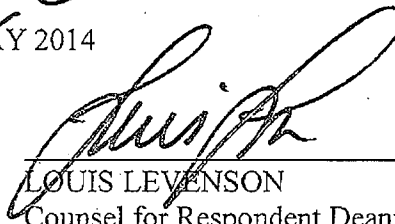
30. All Documents, photographs, or other physical evidence that You have acquired by discovery relating to the claims and/or defenses in this Action, including without limitation the Documents, photographs or other physical evidence referenced in Your Responses to Forlando Brown, Romunzo Brown and Terry Brown's First Set of Interrogatories, Request No. 4, dated April 10, 2008, and Forlando Brown, Romunzo Brown and Terry Brown's First Requests for Production, Request Nos. 2, 3, 4, and 5, Dated April 10, 2008.

RESPONSE: Plaintiff objects to this Request as overly broad and encompassing documents prepared by Plaintiff or her counsel in anticipation of litigation and containing the mental impressions, conclusions and opinions and legal theories of Plaintiff and/or her counsel. Subject to this objection, Plaintiff will produce all such documents at the law offices of Levenson & Associates, 125 Broad Street, SW, Atlanta, Georgia 30303 at a date and time mutually agreeable to counsel for the parties.

31. All Documents, photographs, or other physical evidence that You have acquired by investigation or otherwise, relating to the claims and/or defenses in this Action, including without limitation the Documents, photographs or other physical evidence referenced in Your Responses to Forlando Brown, Romunzo Brown and Terry Brown's First Set of Interrogatories, Request No. 4, dated April 10, 2008, and Forlando Brown, Romunzo Brown and Terry Brown's First Requests for Production, Request Nos. 2, 3, 4, and 5, Dated April 10, 2008.

RESPONSE: Plaintiff objects to this Request as overly broad and encompassing documents prepared by Plaintiff or her counsel in anticipation of litigation and containing the mental impressions, conclusions and opinions and legal theories of Plaintiff and/or her counsel. Subject to this objection, Plaintiff will produce all such documents at the law offices of Levenson & Associates, 125 Broad Street, SW, Atlanta, Georgia 30303 at a date and time mutually agreeable to counsel for the parties.

Respectfully submitted this 2 day of June MAY 2014



LOUIS LEVENSON

Counsel for Respondent Deanna Brown-Thomas
SC Bar No. 7395

LEVENSON & ASSOCIATES
125 Broad Street, SW
Atlanta, Georgia 30303
Ph: (404) 659-5000
Fax: (404) 659-1355
Email: louis@levensonlaw.com

IN THE STATE OF SOUTH CAROLINA

COUNTY OF AIKEN

IN RE:

THE ESTATE OF JAMES BROWN
A/K/A JAMES JOSEPH BROWN

IN THE COURT OF COMMON PLEAS

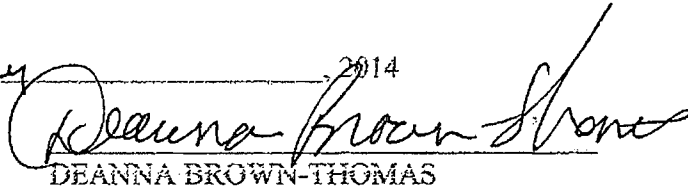
CASE NO. 2008-CF-02-1647

Deanna Brown-Thomas's Responses To
Limited Special Administrator's
First Request for Production of Documents

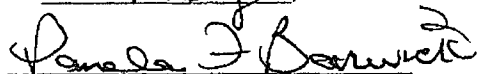
VERIFICATION

PERSONALLY APPEARED before the undersigned attesting officer duly authorized to administer oaths, DEANNA BROWN-THOMAS, who under oath deposes and says that to the best of her information and knowledge and belief, the facts contained in the foregoing *RESPONSES TO LIMITED SPECIAL ADMINISTRATOR'S FIRST REQUEST FOR PRODUCTION OF DOCUMENTS* are true and correct.

This 29th day of May, 2014


DEANNA BROWN-THOMAS

Sworn to and subscribed
before me this 29th day
of May, 2014


NOTARY PUBLIC (SEAL)

Larry Brown's Responses to LSA's First Set of Interrogatories and
Requests for Production of Documents dated October 19, 2015
Pages 914-957

LEVENSON & ASSOCIATES

ATTORNEYS AT LAW

125 BROAD STREET, SW

ATLANTA, GEORGIA 30303

LOUIS LEVENSON*

* Also admitted in South Carolina and New York

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Writer's email: cherry@levensonlaw.com

October 19, 2015

Ms. Liz Godard
Aiken County Clerk of Court of Common Pleas
Clerk of Court: Civil Division
Second Floor
109 Park Avenue SW
Aiken, SC 29801

**Re: Estate of James Brown, Deceased a/k/a James Joseph Brown
Court of Common Pleas of Aiken County
Estate No. 2008-CP-02-1647**

Dear Ms. Godard:

Enclosed please find **Plaintiff Larry Brown's Responses To David C. Sojourner, Jr., As Limited Special Administrator's First Interrogatories and First Request for Production of Documents**. Please file originals with this Court and return to me a date stamped copy for my files. For your convenience, I've enclosed a prepaid, self-addressed envelope.

If you have any questions please do not hesitate to contact me at (404) 659-5000.

Sincerely,


CHERRY CORDLE
Paralegal

Enclosures

Cc: John F. Beach, Esq.
Adams and Reese, LLP
1501 Main Street, Fifth Floor
Columbia, South Carolina 29201
And Email: john.beach@arlaw.com

IN THE STATE OF SOUTH CAROLINA
COUNTY OF AIKEN

IN RE:
THE ESTATE OF JAMES BROWN
A/K/A JAMES JOSEPH BROWN

IN THE COURT OF COMMON PLEAS
CASE NO. 2008-CP-02-1647

Larry Brown's Responses To
Limited Special Administrator's
First Interrogatories

TO: DAVID C. SOJOURNER, JR., AS LIMITED SPECIAL REPRESENTATIVE OF THE ESTATE OF JAMES BROWN AND LIMITED SPECIAL TRUSTEE OF THE JAMES BROWN AUGUST I, 2000 IRREVOCABLE TRUST AGREEMENT:

NOW COMES the following lawful heir of James Joseph Brown, Plaintiff in the above captioned case, as well as all predecessors and successors to this civil matter, including without limitation Case Nos. 2007-ES-02 0056, 2007-CP-02-0122, 2008-CP-02-01647, 2013-CP-02-02849, 2013-CP-02-02850, and 2013-CP-02-02851, and Respondent herein: LARRY BROWN, by and through counsel of record, and hereby files his responses to David C. Sojourner, Jr., ("the LSA"), as Limited Special Representative of the Estate of James Brown (the "Estate") and Limited Special Trustee of The James Brown August I, 2000 Irrevocable Trust Agreement (the "Trust") First Interrogatories as follows:

PRELIMINARY STATEMENT

- a. The following responses are based upon information presently available to this Plaintiff which this Plaintiff believes to be correct. Said responses are made without prejudice to this Plaintiff's right to utilize subsequently discovered facts.
- b. No incidental or implied admissions of fact by this Plaintiff is made by the responses below. The only admissions are expressed admissions. The fact that this Plaintiff have answered any interrogatories or produced any documents herein may not properly be taken as an admission that this Plaintiff accepts or admits the existence of any facts set forth or assumed by such interrogatories or request for production of documents, or that such response constitutes admissible evidence. The fact that this Plaintiff has answered part or all of any interrogatory or request for production of documents is not

intended to, and shall not be, construed to be a waiver by this Plaintiff of all or any part of an objection of this Plaintiff to the admissibility of same at trial, or the relevance of the response.

- c. Responses to these interrogatories and requests for production of documents may be supplemented upon this Plaintiff's further investigations and acquisitions of information which this Plaintiff does not either possess or recall at this time. However, any such further supplementation shall be made only in accordance with the South Carolina Rules of Civil Procedure Act, Rule 33(b).
- d. The Preliminary Statement is incorporated in each of the responses set forth below.
- e. The Plaintiff shows that, notwithstanding any of the definitions or preliminary instructions contained within LSA's Interrogatories and Requests to Produce, Plaintiff will only provide responses which are required pursuant to the South Carolina Rules of Civil Procedure Act.
- f. As to any of the definitions that precede LSA's First Interrogatories to Plaintiffs and which seek information or documents that include trial preparation and/or privileged materials or communications, Plaintiff objects. In this regard, these interrogatories are over broad in that they seek the discovery of documents or communications of Plaintiff's attorneys or representatives.

GENERAL OBJECTIONS

Plaintiff objects generally to LSA's First Interrogatories and Request for Production of Documents to Plaintiffs on each of the following grounds:

- A. Plaintiff reserves the right to supplement or amend these responses and objections as additional information becomes available to Plaintiffs.
- B. Plaintiff further reserves the right to move for a Protective Order or to seek any other relief provided under the South Carolina Rules of Civil Procedure Act.
- C. Plaintiff further objects generally to LSA's First Interrogatories and Request for Production of Documents to the extent that they:
 - 1. Seek information protected from disclosure by virtue of the attorney-client privilege;
 - 2. Seek information which contains confidential business information;

3. Seek information which is immune from discovery by virtue of the Work Product Doctrine;
4. Seek information which is neither relevant to the subject matter of the pending litigation, nor reasonably calculated to lead to discovery of admissible evidence;
5. Seek identification of documents which are not in Plaintiff's possession or control.

RESPONSES TO FIRST INTERROGATORIES

1. Give the names and addresses of persons known to You to be witnesses concerning the facts of the case and indicate whether or not written or recorded statements have been taken from the witnesses and indicate who has possession of such statements.

RESPONSE: Upon information and belief, the following persons are known to this Plaintiff to be witnesses concerning the facts of the case. The addresses listed below are the last known addresses for these individuals. No written or recorded statements have been made other than any depositions that may have been taken in this proceeding and other related criminal and civil cases. Plaintiffs reserve the right to amend their response to interrogatory No. 1.

David G. Cannon, 9459 Marlboro Avenue, Barnwell, SC 29812

Albert H. "Buddy" Dallas, Esq., Dallas Law Firm, 304 Black Street, Thomson, GA 30824-1150

Alfred A. Bradley, Deceased (died June 27, 2010)

Bill Hammond

Strom Thurman

William B. Shearer

Frank S. McGaughey, III

Tomi Rae Hynie Brown

Forlando Brown

Romunzo Brown

Terry Brown

Daryl Brown

Cliff Mulqueen

Loic Yanel --- French Promoter

Charles Bobbitt

Andre White

Mary Holmes

Mary Simmons

Other persons unknown to the undersigned who were on tour in England and Japan with James Brown between July 2000 and August 2000 as well as all promoters.

Joel A. Katz, Attorney at Greenberg Traurig, Terminus 200, 3333 Piedmont Road NE, Suite 2500, Atlanta, GA 30305, Ph: (678) 553-2100 - served for more than 30 years as "a trusted legal and business advisor to Mr. Brown," including the legal representation of Mr. Brown in various matters including cataloging and analyzing his overall income, and in the creation of certain trusts and limited partnerships in order to structure a transaction for his financial benefit. Mr. Katz also served on the James Brown Trust Advisory Committee

Jerry Poindexter, resident of Los Angeles County, CALIFORNIA

Colonel Joseph Lee, Security, 3571 Morgan Rd., Hephzibah, GA 30815

Diane Sterling, Security - resident of Richmond County, GA

Carlos E. Jones, Security

Maurice S. Wallace, Security

Ernest R. Foushee, Security

Charnette Anderson, Security

Kenneth C. Hobson, Security

Maria L. Moon, office clerk

David Washington, Custodian and Maintenance, 675 Hampton Circle, North Augusta, SC 29841

Horace Washington, Custodian and Maintenance, 104A Horseshoe Bend Road, Aiken, SC 29801

Cynthia Moore, Backup Singer, 3536 Langfield Dr., Apt. 3, Buffalo, NY 14215

Danny Ray, Emcee, 1608 Winter Street, Augusta, GA 30904

Elif Hogan-Crawford, Administrative Assistant to James Brown, 2038 Emerald Bay, Augusta, GA 30909

Jewel L. Libby, Personal Assistant to James Brown, 602 Hampton Ave., Belvedere, SC 29841

Linda B. Ware, Office Manager, 1524 Wylds Road, Apt. 3C, Augusta, GA 30309 or 914 13th Avenue, Augusta, GA 30901 - witness to events surrounding June 15, 1999 Will

Ella Mae Overton, housekeeper, 1312 Beaman Street, Augusta, GA - trustee to 6/15/1999 Trust Agreement

Willie Glenn, Manager (deceased) - trustee to 6/15/1999 Trust Agreement

Frieda K. Carter - notary to June 15, 1999 Will *and* trustee to 6/15/1999 Trust Agreement, 1424 Indian Road, Lincolnton, GA 30817

Kathy E. McDonald - witness to the 6/15/1999 Trust Agreement

Martha High (Mary Harvin High) is a resident of South Hill, Mecklenburg County, Virginia

Ronald Laster, Guitarist Player, 3654 Ale Circle, East Point, GA 30344

Jeff Allen, Universal Attractions, 145 West 57 Street, 15th Floor, New York NY 10019, Ph: (212) 582-7575; Email: jeffallen@universalattractions.com

Sidney Miller, resident of Los Angeles County, CA - President and founder of Black Radio Exclusive Corp. which corporation I started in approximately 1976. 15240 Sutton Street, Sherman Oaks, CA 91403; (818) 907-9959 and/or 16660 Oak View Drive, Encino, CA 91436; (818) 907-9959

Jack Bart, former President at Universal Attractions, now current owner/President of LAC Management, Inc., 135 West 26th Street, 12th Floor, New York, NY 10001, ph: (212) 937-6000

David Pullman, Pullman Bonds, 8721 Santa Monica Blvd, Suite 747, Los Angeles, California 90069; dpullman@pullmanbonds.com; cell: (310) 770-1695; office: (310) 288-0588

Leon Friedman, former attorney for James Brown, and is currently a professor at Hofstra Law School, Hempstead, New York 11550, Ph: (516) 463-5889, FAX (516) 560-7676; Email address: lawlfz@hofstra.edu; flashlf@aol.com

Joseph Lizzio, Senior Vice President, Morgan Stanley, 1225 Franklin Avenue, Garden City, New York 11530

Frank Copsidas, Intrigue Music – Former Manager, New York

Dr. Rita Nzeribe Udom, Atlanta Medical Network, 880 Holcomb Bridge Rd, Roswell, GA 30076-1969 and/or Dr. Rita Nzeribe Udom, 2669 Holly Springs Rd NE, Marietta, GA 30062-6629

Dr. Tommie Richardson is a board certified Addiction Medicine Physician at Georgia Behavioral Health Professionals, 4015 South Cobb Drive, Suite 115, Smyrna, Georgia 30080, Phone: 770-431-2354, Fax: 770-436-7143

H. Dewain Herring, former attorney – prepared and drafted 6/15/1999 Will and Trust Agreement AND Mr. Herring prepared, drafted *and* witnessed and notarized the execution page of the

purported 8/1/2000 Will and Trust. H. Dewain Herring is a prisoner in the custody of the South Carolina Department of Corrections who currently is housed at the Broad River Correctional Institution, 4460 Broad River Rd, Columbia, SC 29210; (803) 896-2234, SCDC ID: 00321951

Perry Fuller, massage therapist, 102 Green Meadow Circle, Anderson, SC 29624 - witnessed and notarized the execution page of the purported 8/1/2000 Will and Trust

Gloria Daniels, a girlfriend Mr. Brown had relations with for forty years, 1755 Fayetteville Ct. Atlanta, GA 30316

Jay B. Ross, Esq. – attorney who drafted a subsequent Will

Reverend Al Sharpton, 106 West 145th Street, New York, New York 10039

Charles Bobbit - friend for forty years and his manager from 1966 to 1977 and again from 2000 until Mr. Brown died

Fannie Brown Buford

Roosevelt Johnson, Valet, 24451 Lakeshore Blvd., # 1403, Euclid, OH 44113

Reginald D. Simmons, Esq. – trial attorney who represented James Brown in 1988 criminal matters: *State of South Carolina vs. James J Brown*; Indictment No. 1988GS0201051; Charges: Assault and battery of a high and aggravated nature and *State of South Carolina vs. James J Brown*; Indictment No. 1988GS0201052; Charges: Failure to stop for a blue light, no injury or death - 1st offense

Mary Simons - a female friend who brought a \$5 million lawsuit against James Brown in March 1998. Mary Simons, who met the singer in a Columbia, South Carolina, prison (he was in on weapons and assault charges; she was a volunteer), says she was held hostage by Brown back in January 1998. In her suit, Simons says the singer called and invited her over to his Aiken, South Carolina, home--ostensibly to take him to the hospital. But after she arrived, he refused to let her leave, keeping her there for three days. The suit claims Simons was assaulted by Brown and suffered physical disorders and severe mental stress. *Mary Simons vs. James Brown, Aiken County Court of Common Pleas; Case: 1998CP0200318*

James Bernard Huff, Esq. – James Brown's criminal and civil defense attorney in the cases of *The State of South Carolina vs James J Brown; Indictment # 1998GS0200462*; Charges: Weapons / Use of firearm while under influence of alcohol or drugs and the related civil case against him: *Mary Simons vs. James Brown, Aiken County Court of Common Pleas; Case: 1998CP0200318*

And all current or former parties to this proceeding (including any of their respective counsel and/or representatives).

2. For each person known to You to be a witness concerning the facts of the case, set forth either a summary sufficient to inform the other party of the important facts known to or observed by such witness, or provide a copy of any written or recorded statements taken from such witnesses.

RESPONSE: Jeff Allen and Loic Yanel (a French promoter my lawyer spoke with) and other persons unknown to the undersigned who were on tour in England and Japan with James Brown between July 2000 and August 2000 as well as all promoters.

3. Set forth a list of photographs, plats, sketches or other prepared documents in Your possession that relate to any claim or defense in the case.

RESPONSE: None.

4. List the names and addresses of any expert witnesses You propose to use as a witness at the trial of the case.

RESPONSE: Plaintiffs have no expert witnesses identified at this time. However, Plaintiffs reserve the right to supplement this response as discovery continues and/or upon receipt of additional information.

5. Identify every physician, psychiatrist, psychologist, or other practitioner of the healing arts who was consulted by, performed an examination of, or rendered medical treatment to James Brown during the period beginning January 1, 1999 through December 25, 2006.

RESPONSE:

Dr. Rita Nzeribe Udom, Atlanta Medical Network, 880 Holcomb Bridge Rd, Roswell, GA 30076-1969 and/or Dr. Rita Nzeribe Udom, 2669 Holly Springs Rd NE, Marietta, GA 30062-6629;

Dr. Reynolds, DDS

Dr. Tommie Richardson is a board certified Addiction Medicine Physician at Georgia Behavioral Health Professionals, 4015 South Cobb Drive, Suite 115, Smyrna, Georgia 30080, Phone: 770-431-2354, Fax: 770-436-7143

Peachford Hospital, Atlanta, GA

Dr. Hugh M. Leavens, 103 Waterloo Street, SW, Aiken, SC 29801

6. Set forth all facts and other evidence supporting the contention that, when James Brown executed the Will and/or Trust, he was not mentally capable of knowing: a. the nature and extent of his property; b. the objects of his bounty; and/or c. that he was making a will which would result in a disposition of property after his death.

RESPONSE: At or around the time James Brown executed the Will and Trust, James Brown was admitted to Peachford Hospital in Atlanta, Georgia for treatment of his drug and substances addiction.

See Plaintiff's response to Interrogatory No. 10 below and also please refer to Attachment No. 1 attached hereto and identified herein as *Outline and Summary of Historical Events*.

In addition to, please refer to the Amended Petition to Set aside Informal Probate and Amended Petition to Set Aside Trust and For Appointment of An Administrator in Intestacy as well as the testimony in all proceedings to date that have taken place in the Court of Common Pleas, Aiken County and other related and subsequent civil and criminal matters. The responding parties reserve the right to supplement this response once discovery is complete because to date there has been little or no discovery on the substantive issues in this case.

7. Set forth all facts and other evidence supporting the contention that any person used coercion or exercised undue influence against James Brown related to execution of the Will and/or Trust. For each such incident of undue influence or coercion, identify each person involved, the approximate date or dates of the incident, and describe the facts and nature of such incident of undue influence.

RESPONSE: Albert Dallas, David Cannon, Alfred Bradley and Mr. Herring. Not sure of specific dates but it was after he signed a 26 million dollar bond agreement where these exact men profited hundreds of thousands of dollars and in one case, 5 million dollars for David Cannon. These men would visit my dad at his home in the late afternoon when they knew he was using drugs for him to sign documents while my father was incoherent, either under medication or narcotics. They even tried to force my dad to work while he was under the influence of narcotics. I took the liberty to ask a Judge to admit him in a hospital so that he could regain his strength and thinking ability to a more healthier level.

At or around the time James Brown was at Peachford Hospital in Atlanta, Yamma, Deanna and I would visit him. We did an intervention with him. It was at this time that James Brown said he would "sign anything" in order to get out of Peachford Hospital.

Also, please see Plaintiff's response to Interrogatory No. 10 below and refer to Attachment No. 1

8. Identify each person you contend unduly influenced James Brown to create and execute the Will and/or Trust.

RESPONSE: Albert H. ("Buddy") Dallas, Esq.; David G. Cannon; Alford A. Bradley, Now Deceased; H. Dewain Herring

9. For each person listed in response to Interrogatory 8, Identify each such person whom you contend had a confidential and/or fiduciary relationship with James Brown. For each such person, set forth all facts and other evidence supporting the contention that person had a confidential and/or fiduciary relationship with James Brown.

RESPONSE:

Albert H. ("Buddy") Dallas, Esq. – allegedly was the attorney for James Brown, Individually and served as trustee for the alleged James Brown Trust.

David G. Cannon - allegedly James Brown's bookkeeper, accountant, CPA and served as trustee for the alleged James Brown Trust and served power of attorney for Mr. Brown.

Alford A. Bradley, Now Deceased – allegedly was the President of James Brown Enterprises and allegedly served as trustee on Mr. Brown's board. He was previously Mr. Brown's road manager and paid performers with cash.

Joel A. Katz, Attorney at Greenberg Traurig - served for more than 30 years as "a trusted legal and business advisor to Mr. Brown," including the legal representation of Mr. Brown in various matters including cataloging and analyzing his overall income, and in the creation of certain trusts and limited partnerships in order to structure a transaction for his financial benefit. Mr. Katz also served on the James Brown Trust Advisory Committee.

Reginald D. Simmons, Esq. – trial attorney who represented James Brown in 1988 criminal matters: *State of South Carolina vs. James J Brown*; Indictment No. 1988GS0201051; Charges: Assault and battery of a high and aggravated nature and *State of South Carolina vs. James J Brown*; Indictment No. 1988GS0201052; Charges: Failure to stop for a blue light, no injury or death - 1st offense

H. Dewain Herring - former attorney who prepared and drafted 6/15/1999 Will and Trust Agreement; and who also prepared, drafted *and* witnessed and notarized the execution page of the purported 8/1/2000 Will and Trust

James Bernard Huff, Esq. – James Brown's criminal and civil defense attorney in the cases of *The State of South Carolina vs James J Brown*; Indictment # 1998GS0200462; Charges: Weapons / Use of firearm while under influence of alcohol or drugs and the related civil case against him: *Mary Simons vs. James Brown*, Aiken County Court of Common Pleas; Case: 1998CP0200318

Leon Friedman, Esq., attorney for James Brown on many matters including copyright infringement matters and the Pullman Bond deal. Mr. Friedman is currently a professor at Hofstra Law School, Hempstead, New York 11550, Ph: (516) 463-5889, FAX (516) 560-7676; Email address: lawlzf@hofstra.edu; flashlf@aol.com

10. Do You contend that suspicious circumstances surrounded the preparation, formulation, and/or execution of the Estate Plan, Will, and/or Trust? If so, set forth all facts and other evidence supporting Your contention.

RESPONSE: Yes. The circumstances surrounding the preparation, formulation, and execution of the August 1, 2000 Estate Plan, Will, and/or Trust are suspicious for a number of factual reasons:

- 1) James Brown had been battling drug addiction for years. From 1988 through the time of his death on Christmas Day 2006, James Brown was regularly if not daily under the influence of one of more of these substances: PCP, marijuana, pain medications, and other drugs and narcotics. At and around the time of the execution of the 8/1/2000 Estate Plan, Will, and/or Trust, James Brown was in and out of civil and criminal courts and jail for Weapons / Use of firearm while under influence of alcohol or drugs and assault charges and spent time in rehab clinics and hospitals to deal with his drug addictions. The persons with confidential relationships with Mr. Brown knew this and exploited it.
- 2) The purported August 1, 2000 Last Will and Testament is 6 pages in length (5 pages plus an execution page for the Testator, Witness(es) and Notary Public to sign). None of the pages have been numbered and the Execution Page itself is separate and apart from the actual instrument. Except for the Execution Page, none of the 5 pages of JB's Last Will & Testament were dated, signed, or initialed by either the Testator (James Brown) or the witnesses and/or the notary public [Please note that the H. Dewain Herring signed as a witness and acted as the notary public]. All of which raises concern and suspicion that James Brown may have and probably was coerced to sign the Execution Page without knowing the full and complete contents of the preceding 5 pages of the August 1, 2000 Last Will and Testament at a time when Mr. Brown was not coherent or that Mr. Brown did not sign documents at all. This also gives rise to the distinct possibility that the preceding 5 pages of the August 1, 2000 Last Will and Testament could have easily been altered and the Execution Page subsequently attached.
- 3) The purported August 1, 2000 Irrevocable Trust Agreement of James Brown is 17 pages in length (14 pages plus Schedule A, Schedule B and C, and the execution page for the Grantor, Trustees, Witness(es) and Notary Public to sign). None of the pages of the Trust document have been numbered and Schedule A, Schedule B and C, and the Execution Page themselves are separate and apart from the actual Trust instrument. Except for the Execution Page and Schedules A, B and C, none of the preceding pages of JB's Irrevocable Trust Agreement were dated, signed, or initialed by either the Grantor (James Brown), the Trustees (Cannon, Bradley and Dallas) or the witnesses and/or notary public [Please note that the H. Dewain Herring signed as a witness and acted as the notary public]. All of which raises concern and suspicion that James Brown could have and may have signed the Execution Page and Schedules A, B and C without knowing the full and complete contents of the preceding pages of the August 1, 2000 Irrevocable Trust Agreement at a time when Mr. Brown was not coherent that Mr. Brown did not sign documents at all. This also raises concern that the preceding pages of the August 1, 2000 Irrevocable Trust Agreement could have easily been altered and the Execution Page and Schedules A, B and C subsequently attached as was done by Mr. Dallas as to other documents (an Exhibit to the Trust – admitted in open Court).
- 4) James Brown was more concerned about young people being educated than about paying his employees up to 50% of monies to come. They prepared this Will/Trust. My father likely didn't read well or attempt to read or comprehend every or any words of the 8/1/2000 Estate Plan, Will and Trust because he trusted his attorneys and advisors who were handling his financial affairs to explain documents to him rather than him read documents and because he thought they would do

the right thing. I had several conversations with my father pertaining his Wills. He was so concerned about his grandchildren being educated because he was not afforded one himself and he knew the importance of an education. He knew that his children would not all be able to afford sending their children to college or a private school so he wanted to provide that. He told me several times that if we do not stick together on this as a family that THEY, meaning trustees, attorneys accountants and so forth would rip us off blind. This is what happened.

- 5) My Dad (James Brown) always told me how hard he had it as a young boy and young man growing up. The many challenges he went through in his lifetime; the faith he never lost along his journey. My Dad also said from his past dealings to "Trust your family, because when I'm gone they [Dallas, Bradley and Cannon] will rob you blind.

11. Separately for each person You have Identified in response to Interrogatory 8, do you contend such person received an undue benefit from James Brown's Estate Plan, Will and/or Trust? If so, for each such person, set forth all facts and other evidence supporting your contention.

RESPONSE: See Attachment No. 1 attached hereto and identified herein as *Outline and Summary of Historical Events*.

12. Set forth all facts and other evidence supporting the contention James Brown was not acting of his own free will in executing the Will and/or Trust.

RESPONSE: See Plaintiff's response to Interrogatory No. 10 above and also please refer to Attachment No. 1 attached hereto and identified herein as *Outline and Summary of Historical Events*.

13. Describe each incident in which you contend David G. Cannon ("Cannon"), Albert H. Dallas ("Dallas"), and Alfred A Bradley ("Bradley") practiced fraud upon James Brown, resulting in his execution of the Will and/or Trust and set forth all facts and evidence supporting your contention.

RESPONSE: See Attachment No. 1 attached hereto and identified herein as *Outline and Summary of Historical Events*.

14. Set forth each misrepresentation You contend was made to James Brown relating to his execution of the Will and/or Trust. For each such misrepresentation, Identify the person making the misrepresentation, the person to whom the misrepresentation was made, the approximate date on which the misrepresentation was made, and describe the misrepresentation.

RESPONSE: See Plaintiff's response to Interrogatory No. 10 above and also please refer to Attachment No. 1 attached hereto and identified herein as *Outline and Summary of Historical Events*.

15. Set forth all facts and other evidence supporting the contention that James Brown lacked the requisite intent to execute the Will and/or Trust.

RESPONSE: See Plaintiff's response to Interrogatory No. 10 above and also please refer to Attachment No. 1 attached hereto and identified herein as *Outline and Summary of Historical Events*.

16. Set forth all facts and other evidence supporting the contention James Brown, during his lifetime, maintained such complete and continuing control over all entities and other assets purportedly owned by the Trust that he had until his death the same rights in the assets after the creation of the Trust that he had before its creation.

RESPONSE: None

17. Set forth all facts and other evidence supporting the contention James Brown treated the Trust as a revocable trust during James Brown's lifetime.

RESPONSE: Control over the assets by James Brown shows he did not treat Trust as irrevocable. Please refer to the Amended Petition to Set aside Informal Probate and Amended Petition to Set Aside Trust and For Appointment of An Administrator in Intestacy as well as the testimony in all proceedings to date that have taken place in the Court of Common Pleas, Aiken County. See also the June 15, 1999 Revocable Trust along with the August 1, 2000 Irrevocable Trust. The responding parties reserve the right to supplement this response once discovery is complete because to date there has been little or no discovery on the substantive issues in this case.

18. Set forth all facts and other evidence supporting the contention James Brown controlled Trust assets during his lifetime and/or otherwise acted inconsistently with the Trust being an irrevocable trust.

RESPONSE: 430 Douglas Drive, Beech Island, SC 29841, for example James Brown lived there and paid his own funds for support of house. No segregation of records or separation of personal versus trust assets (i.e, also royalty income from his music)

19. Identify every Communication between You and H. Dewain Herring.

RESPONSE: There have been no such communications. However, my attorney Louis Levenson met with H. Dewain Herring on one occasion while he was in prison located in Columbia, South Carolina.

20. Describe the circumstances under which the Will was executed.

RESPONSE: I believe there were phone conversations and never a meeting for James Brown to execute the Will.

21. Set forth each way in which Albert Dallas benefited and/or could have benefited from the portions of the Estate Plan procured by undue influence.

RESPONSE: See Plaintiff's response to Interrogatory No. 10 above and also please refer to Attachment No. 1 attached hereto and identified herein as *Outline and Summary of Historical Events*.

22. Set forth each way in which Alfred Bradley benefited and/or could have benefited from the portions of the Estate Plan procured by undue influence.

RESPONSE: See Plaintiff's response to Interrogatory No. 10 above and also please refer to Attachment No. 1 attached hereto and identified herein as *Outline and Summary of Historical Events*.

23. Set forth each way in which David Cannon benefited and/or could have benefited from the portions of the Estate Plan procured by undue influence.

RESPONSE: See Plaintiff's response to Interrogatory No. 10 above and also please refer to Attachment No. 1 attached hereto and identified herein as *Outline and Summary of Historical Events*.

24. Set forth all facts and other evidence that James Brown suffered from mental incapacity and/or incompetency when he executed the Will, Trust, and other related documents.

RESPONSE: See Plaintiff's response to Interrogatory No. 10 above and also please refer to Attachment No. 1 attached hereto and identified herein as *Outline and Summary of Historical Events*. In addition to, please refer to the Amended Petition to Set aside Informal Probate and Amended Petition to Set Aside Trust and For Appointment of An Administrator in Intestacy as well as the testimony in all proceedings to date that have taken place in the Court of Common Pleas, Aiken County and other related and subsequent civil and criminal matters. The responding parties reserve the right to supplement this response once discovery is complete because to date there has been little or no discovery on the substantive issues in this case.

25. Set forth all facts and other evidence that James Brown suffered from physical incapacity when he executed the Will, Trust, and other related documents.

RESPONSE: My father had COPD, diabetes, and high blood pressure. He suffered from arthritis in legs from performing and bad feet along with problems with his teeth.

26. Set forth all facts and other evidence that James Brown was in a weakened physical and/or mental condition when he executed the Will, Trust, and other related documents.

RESPONSE: James Brown dropped out of elementary school at young age. He never completed school and throughout his life and musical career, he never received a full and formal education. James Brown was not fully capable of reading and comprehending legal and financial documents on his own.

In addition to his lack of education and his inability to read well, James Brown had an addiction to drugs and a history of drug abuse which altered and diminished his mental and physical faculties. At and around the time James Brown executed the Will, Trust, and other related documents he was mentally impaired by virtue of being under the influence of drugs and was in poor physical health having been diagnosed with COPD, diabetes, and high blood pressure. He suffered from arthritis in legs from performing and bad feet along with problems with his teeth. His trusted advisors knew this and exploited this. I and Ms Ella Overton saw this occur in person as well as others. Ms. Overton informed me on many

occasions of when Cannon, Bradley and Dallas would go over to the house to have dad sign papers. Ms. Overton would call me later (once she got home) and tell me they were asking Mr. Brown to sign papers knowing his condition plus he didn't read everything they would rush him to sign.

Please refer to the Amended Petition to Set aside Informal Probate and Amended Petition to Set Aside Trust and For Appointment of An Administrator in Intestacy as well as the testimony in all proceedings to date that have taken place in the Court of Common Pleas, Aiken County and other related and subsequent civil and criminal matters. The responding parties reserve the right to supplement this response once discovery is complete because to date there has been little or no discovery on the substantive issues in this case.

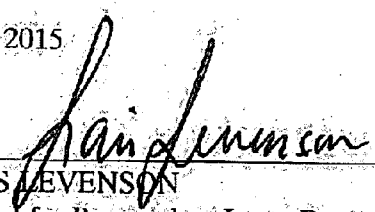
27. Set forth all facts and other evidence that James Brown exercised complete and continuing control over all entities and other assets purportedly owned by the Trust.

RESPONSE: None. There is no evidence that show James Brown exercised complete and continuing control over all entities and other assets purportedly owned by the Trust. However, there is plenty of evidence that David G. Cannon, Albert Dallas and Alford Bradley exercised complete and continuing control over all entities and other assets purportedly owned by the Trust to the exclusion of his other family and advisors. James Brown did have access, control and use of his Beech Island residence.

28. Set forth all facts and other evidence that James Brown had full and unfettered access to the assets purportedly owned by the Trust.

RESPONSE: None. There is no evidence that show James Brown had full and unfettered access to the liquid assets purportedly owned by the Trust. However, there is plenty of evidence that David G. Cannon, Albert Dallas and Alford Bradley controlled his finances. James Brown did have access, control and use of his personal residence located at 430 Douglas Drive, Beech Island, SC 29841. Also, please refer to Attachment No. 1 attached hereto and identified herein as *Outline and Summary of Historical Events*.

Respectfully submitted this 19th day of OCTOBER 2015


LOUIS LEVENSON

Counsel for Respondent Larry Brown
SC Bar No. 7395

LEVENSON & ASSOCIATES
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IN THE STATE OF SOUTH CAROLINA

COUNTY OF AIKEN

IN RE:

THE ESTATE OF JAMES BROWN
A/K/A JAMES JOSEPH BROWN

IN THE COURT OF COMMON PLEAS

CASE NO. 2008-CP-02-1647

Larry Brown's Responses To
Limited Special Administrator's
First Interrogatories

VERIFICATION

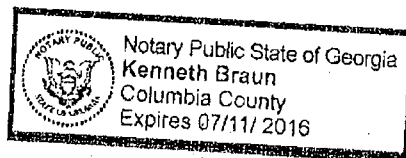
PERSONALLY APPEARED before the undersigned attesting officer duly authorized to administer oaths, LARRY BROWN, who under oath deposes and says that to the best of his information and knowledge and belief, the facts contained in the foregoing *RESPONSES TO LIMITED SPECIAL ADMINISTRATOR'S FIRST INTERROGATORIES* are true and correct.

This 14 day of October, 2015

Larry Brown
LARRY BROWN

Sworn to and subscribed
before me this 14 day
of October, 2015

[Signature]
NOTARY PUBLIC (SEAL)



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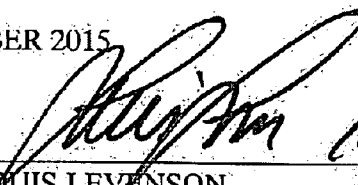
Larry Brown's Responses To
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CERTIFICATE OF SERVICE

This is to certify that I have this day served a copy of the within and foregoing **LARRY BROWN'S RESPONSES TO LIMITED SPECIAL ADMINISTRATOR'S FIRST INTERROGATORIES** upon the attorneys for the other parties by depositing a true and correct copy of same in the U.S. Mail, proper postage prepaid, addressed as follows:

John F. Beach
Lyndey Ritz Zwing
Adams and Reese, LLP
1501 Main Street, Fifth Floor
Columbia, South Carolina 29201
And Email: john.beach@arlaw.com

Respectfully submitted this 19th day of OCTOBER 2015


LOUIS LEVENSON
Counsel for Respondent Larry Brown
SC Bar No. 7395

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ATTACHMENT #1

OUTLINE AND SUMMARY OF HISTORICAL EVENTS

Beginning as early as 1984, David G. Cannon, Albert H. Dallas and Judge Alfred A. Bradley served in various confidential and highly personal, fiduciary capacities in relation to James Brown as his trusted legal, financial and business advisors. James Brown's businesses and performances were managed by these people, his funds were controlled by these people, his interactions with the legal system were presented by these people, his disputes with the IRS were handled by these people, his funds for daily living were doled out to him by these people and access to Mr. Brown was limited by the actions of these people.

More specifically:

(a) Beginning as early as 1984 and continuing through the date of James Brown's death, Albert H. Dallas served as Mr. Brown's personal and professional attorney, business manager and financial advisor. Specifically Mr. Dallas served in the following capacities and was to be paid, according to some loosely written letter agreement, a total of 5% of any or all of Mr. Brown's income though there appears to be NO billing by Dallas to Mr. Brown or to anyone or computation by Mr. Dallas or anyone else to Mr. Brown anywhere of the amounts due allegedly from Mr. Brown to Mr. Dallas (this is the basis, now after Mr. Brown's death, of Mr. Dallas' claims as a creditor of Mr. Brown's estate:

1. Beginning as early as 1985, Mr. Dallas undertook the continuing responsibility of negotiating and approving contracts and commissions for recordings and personal appearances performed by Mr. Brown.
2. Beginning at least as early as 1986, Mr. Dallas undertook to incorporate various corporate entities including but not limited to Living Productions, Inc., Godfather of Soul Music, and Geronimo Music for the purpose of obtaining and distributing royalties on musical performances by James Brown.
3. Beginning as early as 1986, Mr. Dallas undertook the continuing responsibility (without any known written engagement agreements or fee arrangements signed by Mr. Brown) of supervising the negotiation of contracts for commercial endorsements by Mr. Brown, for representing Mr. Brown in civil disputes arising out of his entertainment activities, and for negotiating contracts for the sale of merchandise and memorabilia relating to Mr. Brown's entertainment activities. Some of these "deals" involved additional compensation to Mr. Dallas beyond the amounts claimed due by Mr. Dallas in (a) above. Apparently Mr. Dallas simply paid himself or was able to obtain payments from Mr. Brown intermittently over the years without the presentation of any invoices, billing or statements of services rendered.
4. Beginning at least as early as 1987, Mr. Dallas undertook the continuing responsibility for review and approval of royalty payments to James Brown.

5. Beginning at least as early as 1994, Mr. Dallas was designated as a Personal Representative and Trustee under Mr. Brown's earlier purported will and served as a member of the Board of Directors of James Brown Enterprises, Inc.
6. In June of 1999, Mr. Dallas became a co-holder of a general power of attorney for the conduct of Mr. Brown's affairs and, as far as the undersigned knows, utilized that POA at various times without the knowledge of Mr. Brown or of anyone else.
7. In August of 2000, Mr. Dallas was named as a Co-Trustee of Mr. Brown's Irrevocable Trusts (at least one of which was a charitable trust) for which he and other co trustees were to be paid 50% of the gross income of the irrevocable trust as compensation for their services as co trustees.
8. In March of 2007, after the death of Mr. Brown on Dec. 25, 2006, Mr. Dallas became a member of the James Brown Trust Advisory Committee.

(b) Beginning as early as 1991, David G. Cannon, who is not nor has he ever been a CPA or an accountant (and who also, unbeknownst to Mr. Brown had been arrested, charged and convicted in Richland County, South Carolina for receiving stolen goods and received 18 months probation) became Mr. Brown's trusted (purported) "accountant", financial advisor, bookkeeper, cosignatory on bank accounts and business manager. Specifically:

1. Beginning as early as 1994, Mr. Cannon began to act as a member of the Board of Directors and as Comptroller of James Brown Enterprises, Inc.
2. In June of 1999, Mr. Cannon became a co-holder of a general power of attorney for the conduct of Mr. Brown's affairs.
3. Beginning at least as early as January of 2000, Mr. Cannon undertook to control and sign for distributions from the bank accounts of James Brown Enterprises, Inc without joint control or supervision by any other person, including Mr. Brown.
4. In August of 2000, Mr. Cannon was named to become a co- Trustee of the James Brown 2000 Irrevocable Trusts, one of which was a charitable trust, and was to be paid a commission for his services of part of 50% of the gross income of the charitable trust. This compensation was in addition to another purported agreement in writing in which Mr. Cannon was to be paid 5% of Mr. Brown's gross income from any source.
5. As early as August of 2002, Mr. Cannon established, without any signatory authority from Mr. James Brown, an entity known as Seventh Decade, owned wholly by Mr. Cannon, which assumed control of virtually all of Mr. Brown's income and assets and received, as of that time, approximately 2.5 million dollars of Mr. Brown's remaining cash on deposit in various accounts from the proceeds of the loan/"bond" deal which closed approximately June 5, 1999 in NYC. It was at this closing, according to an eyewitness at the closing, that Mr. Brown asked the lawyers and other persons at the closing table at the time of signing

the loan documents, if any of them had tried "gorilla", a slang term used by Mr. Brown to refer to liquid PCP.

6. In March of 2007, after the death of Mr. Brown on Dec. 25, 2006, Mr. Cannon became a member of the James Brown Trust Advisory Committee.

(c) Beginning as early as August of 1990, Judge Alfred A. Bradley (what we believe was a part time SC Magistrate Judge, though not a lawyer) became a trusted counselor, advisor, employee and trustee of Mr. Brown with power and authority to receive and distribute income and assets in his behalf. Specifically:

1. In August of 1990, Judge Bradley undertook to act as James Brown's prison work release program sponsor.
 2. As early as 1994, Judge Bradley became an Officer and Director of James Brown Enterprises, Inc.
 3. Beginning as early as April of 1998, Judge Bradley undertook to receive and distribute funds (mostly cash) on behalf of James Brown and James Brown Enterprises, Inc. for concerts performed by James Brown and to authorize pursuant to "Letters of Direction" payments of commissions from such concert proceeds to himself and other on tour with Mr. Brown.
 4. In April of 1998, Judge Bradley was designated as a co Trustee under Mr. Brown's purported will.
 5. In June of 1999, Judge Bradley became a co-holder of a general power of attorney for the conduct of Mr. Brown's affairs.
 6. In August of 2000, Judge Bradley was nominated to become a Co-Trustee of Mr. Brown's Irrevocable Trust. It was in this document that at least one charitable trust was to be created from which Judge Bradley was to receive a share of 50% of the gross income for his compensation as a fiduciary, a sum unheard of in any trust indenture and inconceivable as compensation for a trustee to receive for services as fiduciary for a charity.
 7. In March of 2007, after the death of Mr. Brown on Dec. 25, 2006, Judge Bradley became a member of the James Brown Trust Advisory Committee.
1. Based upon representations by a duly authorized representative of Joel A. Katz, that prior to Mr. Brown's death, Joel A. Katz, Attorney at Greenberg Traurig - served for more than 30 years as "a trusted legal and business advisor to Mr. Brown," including the legal representation of Mr. Brown in various matters including cataloging and analyzing his overall income, and in the creation of certain trusts and limited partnerships in order to structure a transaction for his financial benefit. Mr. Katz also served on the James Brown Trust Advisory Committee.

2. Beginning as early as 2005, Greenberg Traurig served as attorneys for James Brown, James Brown Enterprises, Inc. and the James Brown 2000 Irrevocable Trust.
3. In all of these relationships with Cannon, Dallas, Bradley, Katz and Greenberg Traurig, James Brown reposed great trust and confidence in their integrity and fidelity and had with all such persons a confidential relationship requiring the utmost standards of good faith, no self dealings and the absence of conflicts of interest.
4. Prior to August of 2002, a close business and personal relationship existed between David G. Cannon and Enterprise Bank, through which the Officers and Directors of Enterprise Bank were fully aware of the business and financial relationships between Mr. Cannon and Mr. Brown.
5. Beginning as early as August of 2002, David Cannon undertook to create and fully own for himself corporate entity called Seventh Decade Productions to funnel the income and assets of James Brown to Cannon and Dallas. This was in fact what happened sometime in 2002 without the knowledge or consent of James Brown.
6. As a result of the close business and personal relationship between David G. Cannon and the Officers and Directors of Enterprise Bank, the Plaintiffs/petitioners herein are informed and believe that Enterprise Bank was aware that the only source of funds which were available to Seventh Decade during the existence of its account with Enterprise Bank was James Brown, James Brown Enterprises, Inc. and the James Brown 2000 Irrevocable Trust.
7. Between August of 2002 and the date of Mr. Brown's death, David G. Cannon channeled more than \$3 million of the funds owned exclusively by James Brown, James Brown Enterprises, Inc. and the James Brown 2000 Irrevocable Trust to and through the Seventh Decade account at Enterprise Bank.
8. During that same period, David G. Cannon funneled more than \$1 million of these funds to himself, his entity DOC Associates and to Albert H. Dallas, all done without the knowledge or consent of Mr. Brown and without his signature on any such transfers.
9. Enterprise Bank holds itself out to the public as a bank which takes customer service seriously and goes above and beyond the call of duty to get to know its customers and to serve them better.

**SUMMARY OF ACTS ON THE PART OF CANNON, DALLAS AND BRADLEY
OCCURRING PRIOR TO JANUARY 1, 1999**

10. Beginning on or before January 1, 1999, Cannon, Dallas and Bradley entered into a an explicit civil and possibly criminal conspiracy to defraud James Brown and his related interests and entities which continued up to the date of his death and thereafter as evidenced by the steps each participant in the conspiracy took to achieve the goals of said conspiracy.
11. Pursuant to such conspiracy, Cannon, Dallas and Bradley did the following:

- (a) In breach of their fiduciary duties they undertook to charge James Brown and his related entities with excessive and exorbitant fees and commissions and without ANY accounting to James Brown or to the Court (Aiken County, Judge Doyet Early, presiding).
- (b) In pursuit of the objectives of such conspiracy, they procured the signature of James Brown on various documents by undue influence, fraud and/or forgery or, where applicable, simply inserted blank signature pages of Mr. Brown to documents which Mr. Brown did not ever see or approve of.
- (c) They fraudulently concealed these acts and practices from James Brown.

**SUMMARY OF ACTS BY CANNON, DALLAS AND BRADLEY
OCCURING ON OR AFTER JANUARY 1, 1999**

A. SIPHONING OFF OF CONCERT REVENUES

1. On or after January 1, 1999, Cannon, Dallas and Bradley began or continued a scheme under which excessive and exorbitant fees and commissions were charged and collected against income generated by Mr. Brown from the performance of tours and concerts throughout the world (most of these revenues were paid to managers of the tours in CASH and not accounted for to anyone), through which Mr. Brown generated gross revenues of approximately \$4 million to \$6 million per year.
2. The evidence currently available to the Plaintiffs shows:
 - (a) Over a period of 48 months between January 1, 1999 and December 17, 2002, as the individual in control of the James Brown Enterprises, Inc. checking account, David G. Cannon issued a total of at least forty four checks payable to himself in the total amount of more than \$6 million for which there is no accounting or voucher to justify such payments. It is worth adding here, to show the unlawful and undisclosed nature of these payments to Mr. Cannon, that these amounts received by Cannon were not included in Mr. Cannon's income tax returns for the periods in question.
 - (b) Over a period of eleven months between February 8, 2004 and December 17, 2004, David G. Cannon issued a total of at least six checks to himself from the bank account of Seventh Decade at Enterprise Bank in the total amount of more than \$77,000.00. Again, no accounting for same.
 - (c) Over a period of 23 months from December 14, 2004 through November 21, 2006, David G. Cannon issued a total of at least 37 checks to DGC Associates from the bank account of Seventh Decade at Enterprise Bank in the total amount of \$619,000.00. Again, no accounting for same.

- (d) Over a period of two months from August 8, 2005 through October 9, 2005, David G. Cannon issued a total of at least three checks to himself from the bank account of Seventh Decade at Enterprise Bank in the total amount of \$52,300.00. Again, no accounting for any of the monies paid was ever provided to Mr. Brown or even after his death to the estate's representative despite repeated requests for accountings.
 - (e) Over a period of nine months between May 9, 2006 through January 1, 2007, David G. Cannon issued a total of ten checks to DGC Associates drawn on the bank account of James Brown Enterprises, Inc. in an amount in excess of \$173,000.00. Again, no accountings.
 - (f) Over a period of 34 months between February 25, 2004 and November 7, 2006, David G. Cannon issued a total of at least 16 checks to his co-conspirator Albert H. Dallas drawn on the account of Seventh Decade at Enterprise Bank in the total amount of at least \$282,000.00. Again, no accountings.
 - (g) Throughout this entire period, Judge Alford A. Bradley continuously channeled funds in excessive and exorbitant amounts from the proceeds of James Brown's concerts and tours entrusted to him to himself and his co-conspirators Cannon and Dallas in amounts yet to be determined because the funds from the concerts were either entirely or substantially in CASH.
3. When Mr. Brown (or father told us this himself) made inquiries of Mr. Cannon, Mr. Dallas and Judge Bradley as to "where his money went," without disclosing the amounts which they secretly siphoned off for their own use and benefit, their typical response was that Mr. Brown himself would need to "cut expenses or increase revenue," as evidenced by the Board of Directors Meeting Minutes of James Brown Enterprises, Inc. dated June 10, 2002. What is so ludicrous about this representation that Mr. Brown needed to cut expenses of his lifestyle was that at the time Cannon, Dallas and Bradley were telling our dad this information, they were receiving and spending literally millions of his dollars.

B. SIPHONING OFF PROCEEDS OF THE PULLMAN ROYALTY REVENUE STREAM SECURITIZATION

1. Beginning in or about February of 1999, in pursuit of a plan or a conspiracy, Cannon and Dallas undertook to effect a securitization of James Brown's royalty revenues from previous recordings into a lump sum.
2. In this scheme, the purported signature of James Brown was obtained by Cannon and his co-conspirators upon an agreement with the Pullman Group dated February 2, 1999, which ultimately led to a bond transaction (loan) in the amount of \$26 million.
3. The net proceeds of this transaction went to Cannon, with the knowledge and complicity of Dallas, who received an exorbitant and excessive commission of \$4.9 million, and that Dallas

received an additional commission of an as yet undetermined amount. Again, no contract for this money or any accounting has ever been seen or produced by Cannon and Dallas.

C. SIPHONING OFF PROCEEDS OF THE MORGAN STANLEY INVESTMENT

1. In June of 1999, approximately \$10 million of the proceeds from the Pullman bond transaction was invested with Morgan Stanley Dean Witter in the name of James Brown Enterprises, Inc. The express purpose of this money was to provide an annuity of sorts for Mr. Brown, the income of which would be used to support him. In spite of this plan, the funds were depleted and withdrawn by Cannon within 3 years or less.
2. All aspects of this investment were handled on behalf of James Brown by David G. Cannon and that Morgan Stanley never communicated directly with Mr. Brown nor confirmed the authenticity of various documents to which the purported signature of Mr. Brown was affixed in connection with such transactions to remove funds from Morgan Stanley account in the name of Mr. Brown or JBE.
3. Mr. Cannon induced Morgan Stanley to make a "gift" of \$50,000.00 from the proceeds of such investment to his co-conspirator Judge Bradley and that Morgan Stanley never confirmed Mr. Brown's authorization of this "gift."
4. Following the making of this investment, David G. Cannon induced Morgan Stanley to make the following distributions of the proceeds of this investment to the following bank accounts controlled by Mr. Cannon:
 - (a) Between January 12, 2000 and August 6, 2002, a total of at least 11 distributions to the bank account of James Brown Enterprises, Inc. controlled by Mr. Cannon in an amount exceeding \$7.1 million.
 - (b) Between June 22, 2002 and March 14, 2004, a total of at least 14 distributions to the Seventh Decade bank account at Enterprise Bank controlled by Mr. Cannon in amount exceeding \$2.9 million.
5. These distributions were made by Morgan Stanley without any direct or indirect contact between Morgan Stanley and James Brown. The contacts to allegedly authorize these transactions were made between Morgan Stanley and Cannon.
6. The evidence shows that substantial portions of these distributions by Morgan Stanley totaling in excess of \$12 million were then siphoned off by David Cannon to himself, to DGC Associates, and to Mr. Cannon's co-conspirators. As a proximate result of such actions, James Brown and his estate suffered damages in an amount exceeding \$12 million and subsequently sought punitive damages from the Defendant Morgan Stanley in 2008 in the matter of Adele J. Pope and Robert L. Buchanan, Jr., as Personal Representatives of the Estate of James Brown, deceased, and as Trustees of the 2000 Irrevocable Trust vs. Morgan Stanley; United States District Court of South Carolina, Aiken Division, Case Number: 1:08-CV-01672-WOB; James

Brown Enterprises, Inc. vs. Morgan Stanley, Financial Industry Regulatory Authority Arbitration, Case Number: 08-01207.

However, the Estate of James Brown, and James Brown Enterprises reached a settlement at mediation of the following claims:

- (a) FINRA Dispute Resolution Arbitration Claim, Case No. 08-01207, James Brown Enterprises, Inc. v. Morgan Stanley, dated April 18, 2008.
- (b) The Estate of James Brown, etc. v. Morgan Stanley, Civil Action No. I :08-CV-1672-WOB, filed in the United States District Court for the District of South Carolina, Aiken Division, on April 21, 2008.

Following the settlement of these claims on July 16, 2009, a confidential disclosure of the amount of the settlement was made to Daryl Brown, individually and on behalf of his minor child, Janice 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; Larry Brown; Tanya Brown; and Venisha Brown with the express understanding that such settlement amount would be kept confidential.

D. THE 985 BROAD STREET, AUGUSTA, GEORGIA PROPERTY TRANSACTION

1. On August 1, 2000, the James Brown 2000 Irrevocable Trust was created with Cannon, Bradley and Dallas acting as Trustees.
2. Following the creation of the James Brown 2000 Irrevocable Trust, Cannon, Dallas and Bradley entered into a transaction in which they purchased a parcel of property located at 985 Broad Street in Augusta, Georgia from SouthTrust Bank, with the property being titled in the name of Cannon, Dallas and Bradley as Trustees for the James Brown 2000 Irrevocable Trust.
3. In order to secure the purchase price of this transaction, on September 29, 2000, an installment note in the amount of \$745,000.00 payable to SouthTrust Bank was executed by the Bradley as Secretary-Treasurer of James Brown Enterprises, Inc. and the purported signature of James Brown was also affixed to this installment note.
4. Following this transaction, no payments were EVER made on the installment note, and on August 3, 2001, the Cannon, Dallas and Bradley were notified by attorneys for SouthTrust Bank that the installment note was in default.
5. When no further action was taken by Cannon, Dallas and Bradley, on September 6, 2001, suit was filed by SouthTrust Bank against the James Brown 2000 Irrevocable Trust, James Brown Enterprises, Inc. and James Brown, and Dallas accepted service as attorney for all defendants on October 31, 2001 (Re: SouthTrust Bank, a United States Bank vs. Alford Bradley, As Trustee Under Irrevocable Trust Agreement; David Cannon As Trustee Under Irrevocable Trust Agreement; Albert Dallas, As Trustee Under Irrevocable Trust Agreement; James Brown, As Grantor; James Brown Enterprise, Inc.; James Brown; Superior Court of Richmond County, GA, Case Number: 2001RCCV00728)

6. On November 29, 2001, Dallas filed an Answer to this suit in which he admitted that James Brown Enterprises, Inc. and James Brown individually had guaranteed payment of this installment note.
7. When Mr. Dallas' deposition was taken in that case on January 15, 2002, he testified that the installment note had not been paid due to "unavailability of funds" which as has been shown above, is patently false because there were adequate funds to service the loan or loans (the funds siphoned off or stolen by Cannon and Dallas).
8. In breach of their fiduciary duties to James Brown, James Brown Enterprises, Inc. and the James Brown 2000 Irrevocable Trust, the Cannon, Dallas and Bradley allowed a default judgment to be entered against Mr. Brown, James Brown Enterprises, Inc. and the James Brown 2000 Irrevocable Trust on April 25, 2002 in the amount of \$800,000.00 plus \$113,000.00 in attorneys' fees.
9. As a result, on August 12, 2002, a judgment for in excess of \$914,000.00 was filed in Aiken County, South Carolina against James Brown, James Brown Enterprises, Inc. and the James Brown 2000 Irrevocable Trust.
10. When SouthTrust Bank attempted to execute this judgment against property of James Brown Enterprises, Inc. in Aiken County, between October 18 and November 1, 2002, David Cannon purchased an assignment of this \$914,000.00 judgment against James Brown, James Brown Enterprises, Inc. and James Brown 2000 Irrevocable Trust in his own behalf for an amount believed to approximate \$41,000.00. In other words, Cannon then owned the judgment against his own client Mr. Brown and could collect \$914,000 from Brown based on his payment of \$41,000 for the judgment.
11. Notwithstanding Dallas' assertion that this installment note was not paid due to "unavailability of funds," between the date the installment note was executed on September 29, 2000 and the date that David Cannon's acquisition of the \$914,000.00 judgment in his own behalf was completed on November 1, 2002, David G. Cannon funneled more than \$3.1 million to himself from the James Brown Enterprises, Inc. bank account.
12. In an attempt to collect upon this improperly obtained judgment assignment, Mr. Cannon filed his improperly obtained assignment of the \$914,000.00 judgment in the Court of Common Pleas for Aiken County on January 3, 2007.

E. THE \$900,000.00 CHECK TRANSACTION

1. In April of 2006, pursuant to an audit conducted by a group of certified public accountants known as the Haber Corporation, an agreement was reached between Universal Recordings, Inc. and a James Brown corporate entity known as James Brown, LLC under which Universal Recordings agreed to a payment of previously unpaid but overdue royalties for Mr. Brown in the amount of \$900,000.00.

2. Pursuant to such agreement, on July 14, 2006 Universal Recordings issued a check payable to James Brown, LLC Collection Account M & T Bank in the amount of \$900,000.00.
3. By copy of a letter dated July 24, 2006, Cannon and Dallas were notified that there were "multiple third-party obligations" involved in the issuance of this \$900,000.00 check, and that these funds should be disbursed only" in accordance with the applicable agreements."
4. Cannon knew, as a result of his involvement in the Pullman Group bond transaction above, that the trustee for the holder of the Pullman bonds was entitled to receive the proceeds of this check.
5. Notwithstanding this knowledge, on August 1, 2006, David G. Cannon deposited this check in the bank account of the James Brown 2000 Irrevocable Trust at the Enterprise Bank, from which he then wrongfully made the following unauthorized payments to himself from the proceeds of this check:
 - (a) On December 12, 2006, a payment of \$50,000.00.
 - (b) On December 20, 2006, a payment of \$5,000.00.
 - (c) At or around the date of Mr. Brown's death on December 25, 2006, a payment of \$350,000.00 payable to Mr. Cannon's entity DG Associates bearing a purported date of December 22, 2006, but negotiated by the Enterprise Bank three days after Mr. Brown's death on December 28, 2006.
6. On December 18, 2007, the circuit court, Judge Doyet A. Early, III presiding in the matter of The Estate Of James Brown a/k/a James Joseph Brown Case Number: 2007- CP -02-0122, In The Aiken County Circuit Court Of Common Pleas, found Cannon in contempt of court for violating (1) an August 10, 2007 order mandating that Cannon give up all authority and cease all activities relating to the James Brown estate, the Brown trusts, and all Brown entities (which Cannon violated by filing amended tax returns without authority); and (2) an October 2, 2007 order requiring Cannon to pay back \$373,000.00 that he had misappropriated from Brown's estate.

The circuit court ordered Cannon to be incarcerated for six months for the contempt. However, the circuit court stated Cannon could purge himself of the contempt "by the payment of the aforementioned \$373,000, the payment into this court of \$50,000 to be applied towards the payment of attorneys' fees incurred by the various parties, and the payment of a fine of \$10,000.00."

Cannon appealed and posted an appeal bond. According to Cannon's attorney, when his bond ran out, Cannon was forced to report to the Aiken County Detention Center and go to jail on February 11, 2009 to serve his sentence. Cannon was released three months later, on May 11, 2009.

The Court of Appeals affirmed in part, reversed in part, and remanded for further proceedings; it upheld all of the circuit court's findings regarding the contempt except for the amount awarded towards attorneys' fees and the imposition of the fine. *Ex parte Cannon*, 385 S.C. 643, 685 S.E.2d 814 (Ct. App. 2009).

F. DESCRIPTION OF OTHER ACTS AND PRACTICES OF CANNON, DALLAS AND BRADLEY PURSUANT TO SUCH CONSPIRACY

1. Beginning before and continuing after January 1, 1999, Cannon, Dallas and Bradley continuously breached their fiduciary duties to James Brown and his related entities and interests by improperly appropriating his income and assets in various ways including:
 - (a) Creating and continuing the operation of corporations and other entities such as, without limitation, Living Productions, Inc., Godfather of Soul Music and Geronimo Music, LLC, through which revenues resulting from the professional activities of Mr. Brown were channeled into the possession and control of Mr. Dallas and his co-conspirators.
 - (b) Appropriating to themselves ownership interests in such entities in order to gain control of income resulting from Mr. Brown's professional activities, popularity and good will.
 - (c) Similar activities the nature and extent of which is unknown at this time.
2. By way of illustration:
 - (a) Checks payable to Living Productions, Inc. were channeled into the offices of Dallas and that Dallas somehow, without the consent or signature of Mr. Brown, acquired a one third ownership interest in Living Productions, Inc.
 - (b) That checks payable to Godfather of Soul Music were channeled into the offices of the Defendant Dallas.
 - (c) That Cannon and Dallas obtained a 22% ownership interest in Geronimo Music, LLC (which owned music rights to certain songs and music of Mr. Brown) and that substantial distributions whose exact amount are unknown at this time were made to Cannon and Dallas from the income stream of Geronimo Music.
 - (d) That in or about November 2001, Cannon, Dallas and Bradley used the purported signature of James Brown to acquire a 40% interest in the royalties from the sale of the James Brown dancing (bobble head?) doll, thereby acquiring revenues in excess of \$95,000.00 from such royalties.
3. These activities resulted in substantial damages to James Brown, James Brown Enterprises, Inc. and the James Brown 2000 Irrevocable Trust occurring on and after January 1, 1999.

G. THE MORGAN STANLEY INVESTMENT ACCOUNT

1. On or about June 22, 1999, Morgan Stanley opened a brokerage account in the name of James Brown Enterprises, Inc., a South Carolina corporation with its principal place of business in the Aiken County.
2. This account was opened by Morgan Stanley with the expectation that the assets of such account would be used for the benefit of James Brown, a resident of the Aiken County, South Carolina.
3. The allegations were based in part on the provisions of the Morgan Stanley "Investment Policy Statement", and in part on the deposition testimony of Morgan Stanley investment advisor Joseph P. Lizzio.
4. In this deposition of Mr. Lizzio taken pursuant to an Order of the Court in the James Brown Estate Litigation pending in the Court of Common Pleas in Aiken County, South Carolina, C/A No. 2007-CP-02-122, Mr. Lizzio stated:
 - (a) That it "was just understood" that the investment would be made "on behalf of James Brown" and that "he's going to be the client";
 - (b) That he had been told that "Mr. Brown was going to use the proceeds to methodically sort of live off the portfolio";
 - (c) That he understood that this investment account was "ultimately" for Mr. Brown's use, and that the intent was "to generate income sufficient for Mr. Brown's personal needs," and "to generate cash flow to supplement his income"; and
 - (d) Mr. Lizzio also identified Deposition Exhibit # 21 dated February 5, 2001 in which he had referred to this investment account as "Mr. Brown's portfolio".
5. Between June 22 and October 1, 1999, \$10 million was invested in this account, and by December 31, 1999, due to market appreciation, the account balance exceeded \$12 million.
6. In July of 1999, Morgan Stanley prepared an "Investment Policy Statement" for this account with the stated purpose of developing a "sound long-term investment policy".
7. Pursuant to this "Investment Policy Statement," Morgan Stanley stated that the assets of the account would be used "to supplement the current income of Mr. Brown," and that it was "expected that the cash-flow requirements from this portfolio will be approximately \$1.4 MM annually".
8. This "Investment Policy Statement" further stated that the specific investment objective of this account was "to achieve an average annual rate of return of 11.41% net of fees (over a period of ten years)".
9. With respect to these figures, Morgan Stanley's investment advisor Joseph Lizzio acknowledged:

- (a) That an average annual rate of return of over 11% on an investment of \$10 million would be expected to generate \$1.1 million of annual income;
 - (b) That a projected annual cash outflow of \$1.4 million to Mr. Brown, and an annual income projection of \$1.1 million would result in "only a \$300,000 shortfall" and
 - (c) That with an annual shortfall of \$300,000, the time it would take to exhaust a \$10 million investment "would be somewhere between 20 and 30 years".
10. The Morgan Stanley "Investment Policy Statement" included in Exhibit A further stated that a Morgan Stanley advisor would "meet with the investor no less than annually (preferably semi-annually) to review and explain the portfolio's investment results and any other related issues worthy of discussion".
11. Notwithstanding these provisions and the plans to provide long term income for Mr. Brown, Plaintiffs are informed and believe that Morgan Stanley dealt exclusively with James Brown Enterprises' Comptroller David G. Cannon with respect to this investment account and that neither Mr. Lizzio nor any other representative of Morgan Stanley ever communicated with James Brown.
12. These allegations above are based in part on the following deposition testimony of Morgan Stanley investment advisor Joseph Lizzio, including:
- (a) Mr. Lizzio acknowledged that the only source for background information on James Brown was David Cannon and that he had not spoken with James Brown;
 - (b) Mr. Lizzio acknowledged that he never spoke to James Brown or communicated with him "in any way," and that "everything was handled by Mr. Cannon"; and
 - (c) Mr. Lizzio acknowledged that he "never had a communication with" James Brown, and that he "always dealt with David Cannon".
13. Further, as a result of withdrawals from this investment account instigated by Mr. Cannon which were inconsistent with the objectives of the Morgan Stanley "Investment Policy Statement", over a period of 26 months between January 12, 2000 and March 25, 2002, more than \$6.7 million was withdrawn from this investment account.
14. The evidence presented in this case shows:
- (a) That these withdrawals which were inconsistent with the objectives of the Morgan Stanley "Investment Policy Statement" were approved and executed by Morgan Stanley's duly authorized agent Joseph Lizzio without consultation with or confirmation by Mr. Brown, for whose benefit the account was created
 - (b) That these withdrawals which were inconsistent with the objectives of the Morgan Stanley "Investment Policy Statement" were approved and executed by Morgan Stanley's duly authorized agent Joseph Lizzio despite Mr. Lizzio's concern with what he described as an excessive withdrawal or "burn rate" in the account; and
 - (c) That, notwithstanding this concern about this excessive "burn rate," the only action which Morgan Stanley and its investment advisor Joseph Lizzio took was to make one telephone call to Mr. Brown's home in which "a woman answered," but Mr. Lizzio

“couldn’t tell you whether it was a house maid or wife or whom,” and in which Mr. Lizzio “explained who I was and said that . . . I’d really like to speak with him, but he never called me back”.

15. In addition, these excessively large withdrawals from this investment account were initiated by Mr. Cannon in breach of his fiduciary duty to James Brown and the James Brown 2000 Irrevocable Trust, and that they were also made pursuant to a civil and or criminal conspiracy between the following parties to siphon off excessive fees and commissions from James Brown and his related entities:
 - (a) David G. Cannon, as accountant for James Brown, Comptroller for James Brown Enterprises, Inc., co-holder of Mr. Brown’s Durable Power of Attorney, and Trustee of the James Brown 2000 Irrevocable Trust;
 - (b) Albert H. Dallas, as attorney for James Brown and his related entities, co- holder of Mr. Brown’s Durable Power of Attorney, and Trustee of the James Brown 2000 Irrevocable Trust; and
 - (c) Alford A. Bradley, as an Officer of James Brown Enterprises, Inc., co- holder of Mr. Brown’s Durable Power of Attorney, and Trustee of the James Brown 2000 Irrevocable Trust.
16. Pursuant to such continuing pattern of breach of fiduciary duty by David G. Cannon and civil conspiracy between Mr. Cannon, Mr. Dallas and Mr. Bradley:
 - (a) Over a period of eight years between January 1, 1999 and Mr. Brown’s death on December 25, 2006, David G. Cannon siphoned off more than \$12 million in excessive fees and commissions from Mr. Brown and his related entities; and
 - (b) From the more than \$6.7 million in withdrawals initiated by David G. Cannon from this Morgan Stanley investment account, more than \$4.2 million was passed through directly to David G. Cannon.
17. Among the excessive withdrawals from the Morgan Stanley investment account in violation of the Morgan Stanley “Investment Policy Statement” which passed through directly to David G. Cannon were the following:
 - (a) On July 10, 2000, \$1.3 million was withdrawn from the Morgan Stanley investment account, and, on the following day, more than \$1 million was siphoned off by David Cannon;
 - (b) On July 13, 2000, more than \$557,000 was withdrawn from the Morgan Stanley investment account, and two weeks later \$300,000 was siphoned off by David Cannon;
 - (c) On January 17, 2001, \$800,000 was withdrawn from the Morgan Stanley investment account, and five days later \$350,000 was siphoned off by David Cannon;
 - (d) On January 31, 2001, \$100,000 was withdrawn from the Morgan Stanley investment account, and the following day \$100,000 was siphoned off by David Cannon;
 - (e) On June 12, 2001, more than \$881,000 was withdrawn from the Morgan Stanley investment account, and on the same day, \$845,000 was siphoned off by David Cannon;

- (f) On October 1, 2001, \$800,000 was withdrawn from the Morgan Stanley investment account, and on the following day, \$800,000 was siphoned off by David Cannon; and
 - (g) On March 25, 2002, \$500,000 was withdrawn from the Morgan Stanley investment account, and three days later, \$500,000 was siphoned off by David Cannon.
18. In approving and executing the more than \$6.7 million in transfers from the Morgan Stanley investment account, in violation of the Morgan Stanley "Investment Policy Statement," without consultation with or confirmation by Mr. Brown, and certainly without any signature from Mr. Brown, Morgan Stanley and its duly authorized agent Joseph Lizzio:
- (a) Were negligent, reckless, willful and wanton in one or more of the ways described;
 - (b) Breached their fiduciary duties to James Brown;
 - (c) Aided and abetted David G. Cannon in his continuing breach of fiduciary duty; and
 - (d) Aided and abetted Mr. Cannon, Mr. Dallas and Mr. Bradley in their continuing civil conspiracy.
19. Morgan Stanley and its duly authorized agent and registered representative Joseph Lizzio, upon the instructions of David Cannon, Mr. Brown's comptroller and/or bookkeeper and accounts manager, were negligent, reckless, willful and wanton in one or more of the following ways:
- (a) In failing to comply with the "Approval, Supervision and Control" provisions of NYSE Rule 342;
 - (b) In failing to comply with the "Diligence as to Accounts" provisions of NYSE Rule 405(1) requiring each member organization to "use due diligence to learn the essential facts relative to every customer . . . accepted or carried by such organization;"
 - (c) In failing to comply with the "Supervision of Accounts" provisions of NYSE Rule 405(2) requiring every member organization to "supervise diligently all accounts handled by registered representatives of the organization;" and
 - (d) In failing to comply with the "Business Conduct" provisions of NYSE Rule 401(a) which requires that every member organization "shall at all times adhere to the principles of good business practice in the conduct of his or its business affairs."
20. Morgan Stanley and its duly authorized agent and investment advisor Joseph Lizzio, upon instructions from Cannon, violated the letter and spirit of the NYSE "Anti-Money Laundering Compliance Program" Rule 445 adopted October 8, 1999, and related regulations, by failing to "develop and implement a written anti-money laundering program reasonably designed to achieve and monitor compliance with the requirements of the Bank Secrecy Act (31 U.S.C. 5311, et seq.)," and by failing to identify and report the transfers from the Morgan Stanley investment account, as "suspicious transactions."
21. Further IF Morgan Stanley properly monitored and supervised this account, it would have discovered that David G. Cannon and his co-conspirators were siphoning off the proceeds of this account for their own use and benefit.

22. By entrusting Morgan Stanley with this investment account, James Brown reposed great trust and confidence in the integrity and fidelity of Morgan Stanley, and Morgan Stanley assumed a fiduciary duty to James Brown to act in his financial best interest. It is clear that during periods of mental and/or physical weakness, perhaps induced by drugs or drugs and alcohol, Mr. Brown was influenced to take certain actions or to fail to monitor these transactions, all of which were to his detriment. In other words, he was influenced to do so at a time when the judgment of others in a confidential relationship substituted their judgment for that of Mr. Browns.
23. Morgan Stanley breached its fiduciary duties to James Brown, proximately resulting in actual and punitive damages.
24. By failing to comply with the provisions of NYSE Rules 342, 401, 405 and 445, and by making the transfers out of this investment account, without a proper investigation and without consultation with or confirmation by James Brown, Morgan Stanley and its duly authorized agent Joseph Lizzio, upon instructions from Cannon, aided and abetted and rendered substantial assistance to David G. Cannon in his breach of fiduciary duty to James Brown and his related entities, thereby causing damages to James Brown.
25. By failing to comply with the provisions of NYSE Rules 432, 401, 405 and 445, and by making the transfers out of this investment account, without a proper investigation and without consultation with or confirmation by James Brown, Morgan Stanley and its duly authorized agent Joseph Lizzio, upon the instructions from Cannon, aided and abetted and rendered substantial assistance to the civil conspiracy of Mr. Cannon, Mr. Dallas and Mr. Bradley to siphon off excessive fees and commissions from James Brown and his related entities, thereby causing damages to James Brown.
26. As a proximate result of such actions, James Brown had suffered damages in an amount exceeding \$12 million and sought punitive damages from the Defendant Morgan Stanley in a lawsuit in an amount to be determined by the Court and jury. However, the Estate of James Brown, and James Brown Enterprises reached a settlement at mediation of the following claims:
 - (a) FINRA Dispute Resolution Arbitration Claim, Case No. 08-01207, James Brown Enterprises, Inc. v. Morgan Stanley, dated April 18, 2008; and
 - (b) The Estate of James Brown, etc. v. Morgan Stanley, Civil Action No. I :08-CV-1672-WOB, filed in the United States District Court for the District of South Carolina, Aiken Division, on April 21, 2008.

Following the settlement of these claims on July 16, 2009, a confidential disclosure of the amount of the settlement was made to Daryl Brown, individually and on behalf of his minor child, Janice 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; Larry Brown; Tanya Brown; and Vanisha Brown with the express understanding that such settlement amount would be kept confidential.

H. STATE OF SOUTH CAROLINA VS. DAVID G. CANNON

In 2010, South Carolina Law Enforcement indicted David G. Cannon on several charges including but not limited Breach of trust with fraudulent intent, value \$5,000 or more and Forgery, value \$5,000 or more; see Indictment #'s 2010GS0600137; 2010GS0600138; 2010GS0600139; 2010GS0600140; 2010GS0600141; 2010GS0600142; 2010GS0600143; 2010GS0600144; and 2010GS0600145.

However on 10/27/2011, David G. Cannon reached a deal with the Attorney General's Office and pled guilty to two counts of Breach of trust with fraudulent intent, value \$5,000 or more (2010-GS-06-00137 & 2010-GS-06-00139) in exchange for dismissal/nolle prosequi of the remaining seven (7) counts of Breach of trust with fraudulent intent, value \$5,000 or more and Forgery, value \$5,000 or more.

David G. Cannon received a sentence of 10 yrs; Suspended upon 3 yrs Home Confinement & 5 yrs Probation, Concurrent to 2010-GS-06-00139. May end Home Confinement after 20 months, if all Conditions have been complied with. Probation to begin immediately. See File for Conditions of Home Confinement.

On May 1, 2014, David G. Cannon was ordered by the State of South Carolina to pay restitution of \$12,000,000.00 to the James Brown Estate and Trust by Order of Honorable R. Knox McMahon of the Barnwell County, SC Court of General Sessions in the Second Judicial Circuit.

THE ESTATE OF JAMES BROWN
A/K/A JAMES JOSEPH BROWN

IN THE COURT OF COMMON PLEAS

CASE NO. 2008-CP-02-1647

Larry Brown's Responses To Limited Special Administrator's First Request for Production of Documents

TO: DAVID C. SOJOURNER, JR., AS LIMITED SPECIAL REPRESENTATIVE OF THE ESTATE OF JAMES BROWN AND LIMITED SPECIAL TRUSTEE OF THE JAMES BROWN AUGUST 1, 2000 IRREVOCABLE TRUST AGREEMENT:

NOW COMES the following lawful heir of James Joseph Brown, Plaintiff in the above captioned case, as well as all predecessors and successors to this civil matter, including without limitation Case Nos. 2007-ES-02 0056, 2007-CP-02-0122, 2008-CP-02-01647, 2013-CP-02-02849, 2013-CP-02-02850, and 2013-CP-02-02851, and Respondent herein: LARRY BROWN, by and through counsel of record, and hereby files her responses to David C. Sojourner, Jr., (“the LSA”), as Limited Special Representative of the Estate of James Brown (the “Estate”) and Limited Special Trustee of The James Brown August I, 2000 Irrevocable Trust Agreement (the “Trust”) First Request for Production of Documents as follows:

PRELIMINARY STATEMENT

- a. The following responses are based upon information presently available to this Plaintiff which this Plaintiff believes to be correct. Said responses are made without prejudice to this Plaintiff's right to utilize subsequently discovered facts.
- b. No incidental or implied admissions of fact by this Plaintiff is made by the responses below. The only admissions are expressed admissions. The fact that this Plaintiff have answered any interrogatories or produced any documents herein may not properly be taken as an admission that this Plaintiff accepts or admits the existence of any facts set forth or assumed by such interrogatories or request for production of documents, or that such response constitutes admissible evidence. The fact that this Plaintiff has answered part or all of any interrogatory or request for production of documents is not

intended to, and shall not be, construed to be a waiver by this Plaintiff of all or any part of an objection of this Plaintiff to the admissibility of same at trial, or the relevance of the response.

- c. Responses to these interrogatories and requests for production of documents may be supplemented upon this Plaintiff's further investigations and acquisitions of information which this Plaintiff does not either possess or recall at this time. However, any such further supplementation shall be made only in accordance with the South Carolina Rules of Civil Procedure Act, Rule 33(b).
- d. The Preliminary Statement is incorporated in each of the responses set forth below.
- e. The Plaintiff shows that, notwithstanding any of the definitions or preliminary instructions contained within LSA's Interrogatories and Requests to Produce, Plaintiff will only provide responses which are required pursuant to the South Carolina Rules of Civil Procedure Act.
- f. As to any of the definitions that precede LSA's First Interrogatories to Plaintiffs and which seek information or documents that include trial preparation and/or privileged materials or communications, Plaintiff objects. In this regard, these interrogatories are over broad in that they seek the discovery of documents or communications of Plaintiff's attorneys or representatives.

GENERAL OBJECTIONS

Plaintiff objects generally to LSA's First Interrogatories and Request for Production of Documents to Plaintiffs on each of the following grounds:

- A. Plaintiff reserves the right to supplement or amend these responses and objections as additional information becomes available to Plaintiffs.
- B. Plaintiff further reserves the right to move for a Protective Order or to seek any other relief provided under the South Carolina Rules of Civil Procedure Act.
- C. Plaintiff further objects generally to LSA's First Interrogatories and Request for Production of Documents to the extent that they:
 - 1. Seek information protected from disclosure by virtue of the attorney-client privilege;
 - 2. Seek information which contains confidential business information;

3. Seek information which is immune from discovery by virtue of the Work Product Doctrine;
4. Seek information which is neither relevant to the subject matter of the pending litigation, nor reasonably calculated to lead to discovery of admissible evidence;
5. Seek identification of documents which are not in Plaintiff's possession or control.

RESPONSES TO FIRST REQUEST FOR PRODUCTION OF DOCUMENTS

LSA'S DISCLAIMER: In response to this and all other Requests for Production, because the Actions reside in the South Carolina Court of Common Pleas, if You choose to make Documents available for inspection and copying instead of providing copies, the LSA respectfully asserts You may not properly choose to make such Documents available for inspection and copying at a location outside of South Carolina.

1. All Documents relating to the claims and/or defenses raised by You or any other Party in this case.

RESPONSE: Plaintiff will make available and produce all such documents for copying and inspection at a mutually agreeable time at the office of Levenson & Associates, 125 Broad Street, SW, Atlanta, Georgia 30303. In addition, please refer the exhibits already tendered into evidence at all proceedings in the Court of Common Pleas, Aiken County. Plaintiff does hereby reserve the right to supplement this response as discovery continues and/or upon receipt of additional information.

2. All exhibits that You intend to use at trial.

RESPONSE: Discovery is ongoing and it is premature for Plaintiff to identify all exhibits she intends to use at the trial of this case. However, Plaintiff will make available and produce all such documents for copying and inspection at a mutually agreeable time at the office of Levenson & Associates, 125 Broad Street, SW, Atlanta, Georgia 30303. In addition, please refer the exhibits already tendered into evidence at all proceedings in the Court of Common Pleas, Aiken County. Plaintiff does hereby reserve the right to supplement this response as discovery continues and/or upon receipt of additional information

3. The complete file(s) of all the expert witness(es), including but not limited to, any and all reports, correspondence, fee agreement's, schedules, notes or other documentation reviewed, used, relied upon, or prepared by the expert witness(es).

RESPONSE: Plaintiff has neither retained nor identified an expert witness(es) at this time. However, Plaintiff reserves the right to supplement this response as discovery continues and/or upon receipt of additional information.

4. All Documents identified in response to the Limited Special Administrator's First Requests for Production to You.

RESPONSE: Plaintiff will make available and produce all such documents for copying and inspection at a mutually agreeable time at the office of Levenson & Associates, 125 Broad Street, SW,

Atlanta, Georgia 30303. In addition, please refer the exhibits already tendered into evidence at all proceedings in the Court of Common Pleas, Aiken County. Plaintiff does hereby reserve the right to supplement this response as discovery continues and/or upon receipt of additional information.

5. All photographs, plats, sketches or other prepared documents in Your possession that relate to any claim or defense in the case.

RESPONSE: Plaintiff will make available and produce all such documents for copying and inspection at a mutually agreeable time at the office of Levenson & Associates, 125 Broad Street, SW, Atlanta, Georgia 30303. In addition, please refer the exhibits already tendered into evidence at all proceedings in the Court of Common Pleas, Aiken County. Plaintiff does hereby reserve the right to supplement this response as discovery continues and/or upon receipt of additional information.

6. All Documents related to any medical examination of, or medical treatment to James Brown during the period beginning January 1, 1999 through December 25, 2006.

RESPONSE: Plaintiff will produce all such documents at the law offices of Levenson & Associates, 125 Broad Street, SW, Atlanta, Georgia 30303 at a date and time mutually agreeable to counsel for the parties. However, Plaintiff reserves the right to supplement this response as discovery continues and/or upon receipt of additional information.

7. All Documents relating to the contention that, when James Brown executed the Will and/or Trust, he was not mentally capable of knowing: a. the nature and extent of his property; b. the objects of his bounty; and/or c. that he was making a will which would result in a disposition of property after his death.

RESPONSE: Plaintiff will make available and produce all such documents for copying and inspection at a mutually agreeable time at the office of Levenson & Associates, 125 Broad Street, SW, Atlanta, Georgia 30303. In addition, please refer the exhibits already tendered into evidence at all proceedings in the Court of Common Pleas, Aiken County. Plaintiff does hereby reserve the right to supplement this response as discovery continues and/or upon receipt of additional information.

8. All Documents relating to the contention that any person used coercion or exercised undue influence against James Brown related to execution of the Will and/or Trust.

RESPONSE: Plaintiff will make available and produce all such documents for copying and inspection at a mutually agreeable time at the office of Levenson & Associates, 125 Broad Street, SW, Atlanta, Georgia 30303. In addition, please refer the exhibits already tendered into evidence at all proceedings in the Court of Common Pleas, Aiken County. Plaintiff does hereby reserve the right to supplement this response as discovery continues and/or upon receipt of additional information.

9. All Documents relating to the contention that any person allegedly exercising undue influence over James Brown had a confidential and/or fiduciary relationship with James Brown.

RESPONSE: Plaintiff will make available and produce all such documents for copying and inspection at a mutually agreeable time at the office of Levenson & Associates, 125 Broad Street, SW, Atlanta, Georgia 30303. In addition, please refer the exhibits already tendered into evidence at all proceedings in the Court of Common Pleas, Aiken County. Plaintiff does hereby reserve the right to supplement this response as discovery continues and/or upon receipt of additional information.

10. All Documents relating to the contention that suspicious circumstances surrounded the preparation, formulation, and/or execution of the Estate Plan, Will, and/or Trust.

RESPONSE: Plaintiff will make available and produce all such documents for copying and inspection at a mutually agreeable time at the office of Levenson & Associates, 125 Broad Street, SW, Atlanta, Georgia 30303. In addition, please refer the exhibits already tendered into evidence at all proceedings in the Court of Common Pleas, Aiken County. Plaintiff does hereby reserve the right to supplement this response as discovery continues and/or upon receipt of additional information.

11. All Documents relating to the contention that certain persons exercising undue influence over James Brown received an undue benefit from James Brown's Estate Plan, Will and/or Trust.

RESPONSE: Plaintiff will make available and produce all such documents for copying and inspection at a mutually agreeable time at the office of Levenson & Associates, 125 Broad Street, SW, Atlanta, Georgia 30303. In addition, please refer the exhibits already tendered into evidence at all proceedings in the Court of Common Pleas, Aiken County. Plaintiff does hereby reserve the right to supplement this response as discovery continues and/or upon receipt of additional information.

12. All Documents relating to the contention James Brown was not acting of his own free will in executing the Will and/or Trust.

RESPONSE: Plaintiff will make available and produce all such documents for copying and inspection at a mutually agreeable time at the office of Levenson & Associates, 125 Broad Street, SW, Atlanta, Georgia 30303. In addition, please refer the exhibits already tendered into evidence at all proceedings in the Court of Common Pleas, Aiken County. Plaintiff does hereby reserve the right to supplement this response as discovery continues and/or upon receipt of additional information.

13. All Documents relating to the contention that David G. Cannon ("Cannon"), Albert H. Dallas ("Dallas"), and Alfred A Bradley ("Bradley") practiced fraud upon James Brown; resulting in his execution of the Will and/or Trust.

RESPONSE: Plaintiff will make available and produce all such documents for copying and inspection at a mutually agreeable time at the office of Levenson & Associates, 125 Broad Street, SW, Atlanta, Georgia 30303. In addition, please refer the exhibits already tendered into evidence at all proceedings in the Court of Common Pleas, Aiken County. Plaintiff does hereby reserve the right to supplement this response as discovery continues and/or upon receipt of additional information.

14. All Documents relating to each misrepresentation You contend was made to James Brown relating to his execution of the Will and/or Trust.

RESPONSE: Plaintiff will make available and produce all such documents for copying and inspection at a mutually agreeable time at the office of Levenson & Associates, 125 Broad Street, SW, Atlanta, Georgia 30303. In addition, please refer the exhibits already tendered into evidence at all proceedings in the Court of Common Pleas, Aiken County. Plaintiff does hereby reserve the right to supplement this response as discovery continues and/or upon receipt of additional information.

15. All Documents relating to the contention that James Brown lacked the requisite intent to execute the Will and/or Trust.

RESPONSE: Plaintiff will make available and produce all such documents for copying and inspection at a mutually agreeable time at the office of Levenson & Associates, 125 Broad Street, SW, Atlanta, Georgia 30303. In addition, please refer the exhibits already tendered into evidence at all proceedings in the Court of Common Pleas, Aiken County. Plaintiff does hereby reserve the right to supplement this response as discovery continues and/or upon receipt of additional information.

16. All Documents relating to the contention that James Brown, during his lifetime, maintained such complete and continuing control over all entities and other assets purportedly owned by the Trust that he had until his death the same rights in the assets after the creation of the Trust that he had before its creation.

RESPONSE: Plaintiff has no documents responsive to this Request.

17. All Documents relating to the contention James Brown treated the Trust as a revocable trust during James Brown's lifetime.

RESPONSE: Plaintiff will make available and produce all such documents for copying and inspection at a mutually agreeable time at the office of Levenson & Associates, 125 Broad Street, SW, Atlanta, Georgia 30303. In addition, please refer the exhibits already tendered into evidence at all proceedings in the Court of Common Pleas, Aiken County. Plaintiff does hereby reserve the right to supplement this response as discovery continues and/or upon receipt of additional information.

18. All Documents relating to the contention James Brown controlled Trust assets during his lifetime and/or otherwise acted inconsistently with the Trust being an irrevocable trust.

RESPONSE: Plaintiff will make available and produce all such documents for copying and inspection at a mutually agreeable time at the office of Levenson & Associates, 125 Broad Street, SW, Atlanta, Georgia 30303. In addition, please refer the exhibits already tendered into evidence at all proceedings in the Court of Common Pleas, Aiken County. Plaintiff does hereby reserve the right to supplement this response as discovery continues and/or upon receipt of additional information.

19. All Documents relating to and/or evidencing every Communication between You and H. Dewain Herring.

RESPONSE: Plaintiff has no documents responsive to this Request.

20. All Documents relating to the circumstances under which the Will was executed.

RESPONSE: Plaintiff will make available and produce all such documents for copying and inspection at a mutually agreeable time at the office of Levenson & Associates, 125 Broad Street, SW, Atlanta, Georgia 30303. In addition, please refer the exhibits already tendered into evidence at all proceedings in the Court of Common Pleas, Aiken County. Plaintiff does hereby reserve the right to supplement this response as discovery continues and/or upon receipt of additional information.

21. All Documents relating to the contention that Dallas benefited and/or could have benefited from the portions of the Estate Plan procured by undue influence.

RESPONSE: Plaintiff will make available and produce all such documents for copying and inspection at a mutually agreeable time at the office of Levenson & Associates, 125 Broad Street, SW, Atlanta, Georgia 30303. In addition, please refer the exhibits already tendered into evidence at all proceedings in the Court of Common Pleas, Aiken County. Plaintiff does hereby reserve the right to supplement this response as discovery continues and/or upon receipt of additional information.

22. All Documents relating to the contention that Bradley benefited and/or could have benefited from the portions of the Estate Plan procured by undue influence.

RESPONSE: Plaintiff will make available and produce all such documents for copying and inspection at a mutually agreeable time at the office of Levenson & Associates, 125 Broad Street, SW, Atlanta, Georgia 30303. In addition, please refer the exhibits already tendered into evidence at all proceedings in the Court of Common Pleas, Aiken County. Plaintiff does hereby reserve the right to supplement this response as discovery continues and/or upon receipt of additional information.

23. All Documents relating to the contention that Cannon benefited and/or could have benefited from the portions of the Estate Plan procured by undue influence.

RESPONSE: Plaintiff will make available and produce all such documents for copying and inspection at a mutually agreeable time at the office of Levenson & Associates, 125 Broad Street, SW, Atlanta, Georgia 30303. In addition, please refer the exhibits already tendered into evidence at all proceedings in the Court of Common Pleas, Aiken County. Plaintiff does hereby reserve the right to supplement this response as discovery continues and/or upon receipt of additional information.

24. All Documents relating to the contention that James Brown suffered from mental incapacity and/or incompetency when he executed the Will and/or Trust.

RESPONSE: Plaintiff will make available and produce all such documents for copying and inspection at a mutually agreeable time at the office of Levenson & Associates, 125 Broad Street, SW, Atlanta, Georgia 30303. In addition, please refer the exhibits already tendered into evidence at all proceedings in the Court of Common Pleas, Aiken County. Plaintiff does hereby reserve the right to supplement this response as discovery continues and/or upon receipt of additional information.

25. All Documents relating to the contention that James Brown suffered from physical incapacity when he executed the Will and/or Trust.

RESPONSE: Plaintiff will make available and produce all such documents for copying and inspection at a mutually agreeable time at the office of Levenson & Associates, 125 Broad Street, SW, Atlanta, Georgia 30303. In addition, please refer the exhibits already tendered into evidence at all proceedings in the Court of Common Pleas, Aiken County. Plaintiff does hereby reserve the right to supplement this response as discovery continues and/or upon receipt of additional information.

26. All Documents relating to the contention that James Brown was in a weakened physical and/or mental condition when he executed the Will and/or Trust.

RESPONSE: Plaintiff will make available and produce all such documents for copying and inspection at a mutually agreeable time at the office of Levenson & Associates, 125 Broad Street, SW, Atlanta, Georgia 30303. In addition, please refer the exhibits already tendered into evidence at all proceedings in the Court of Common Pleas, Aiken County. Plaintiff does hereby reserve the right to supplement this response as discovery continues and/or upon receipt of additional information.

27. All Documents relating to the contention that James Brown exercised complete and continuing control over all entities and other assets purportedly owned by the Trust.

RESPONSE: Plaintiff has no documents responsive to this Request.

28. All Documents relating to the contention that James Brown had full and unfettered access to the assets purportedly owned by the Trust.

RESPONSE: Plaintiff has no documents responsive to this Request.

29. All Documents evidencing or relating to any Agreements between You and any other Party, including without limitation Tommie Rae Hynie Brown and/or her counsel and/or James Brown, II and/or his counsel.

RESPONSE: Plaintiff objects to this Request as overly broad and encompassing documents prepared by Plaintiff or her counsel in anticipation of litigation and containing the mental impressions, conclusions and opinions and legal theories of Plaintiff and/or her counsel. Subject to this objection, Plaintiff will produce all such documents at the law offices of Levenson & Associates, 125 Broad Street, SW, Atlanta, Georgia 30303 at a date and time mutually agreeable to counsel for the parties.

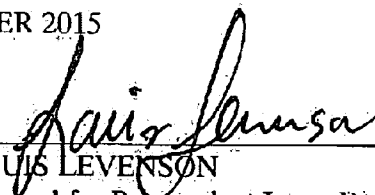
30. All Documents, photographs, or other physical evidence that You have acquired by discovery relating to the claims and/or defenses in this Action, including without limitation the Documents, photographs or other physical evidence referenced in Your Responses to Forlando Brown, Romunzo Brown and Terry Brown's First Set of Interrogatories, Request No. 4, dated April 10, 2008, and Forlando Brown, Romunzo Brown and Terry Brown's First Requests for Production, Request Nos. 2, 3, 4, and 5, Dated April 10, 2008.

RESPONSE: Plaintiff objects to this Request as overly broad and encompassing documents prepared by Plaintiff or her counsel in anticipation of litigation and containing the mental impressions, conclusions and opinions and legal theories of Plaintiff and/or her counsel. Subject to this objection, Plaintiff will produce all such documents at the law offices of Levenson & Associates, 125 Broad Street, SW, Atlanta, Georgia 30303 at a date and time mutually agreeable to counsel for the parties.

31. All Documents, photographs, or other physical evidence that You have acquired by investigation or otherwise, relating to the claims and/or defenses in this Action, including without limitation the Documents, photographs or other physical evidence referenced in Your Responses to Forlando Brown, Romunzo Brown and Terry Brown's First Set of Interrogatories, Request No. 4, dated April 10, 2008, and Forlando Brown, Romunzo Brown and Terry Brown's First Requests for Production, Request Nos. 2, 3, 4, and 5, Dated April 10, 2008.

RESPONSE: Plaintiff objects to this Request as overly broad and encompassing documents prepared by Plaintiff or her counsel in anticipation of litigation and containing the mental impressions, conclusions and opinions and legal theories of Plaintiff and/or her counsel. Subject to this objection, Plaintiff will produce all such documents at the law offices of Levenson & Associates, 125 Broad Street, SW, Atlanta, Georgia 30303 at a date and time mutually agreeable to counsel for the parties.

Respectfully submitted this 19th day of OCTOBER 2015



LOUIS LEVENSON
Counsel for Respondent Larry Brown
SC Bar No. 7395

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IN THE STATE OF SOUTH CAROLINA

COUNTY OF AIKEN

IN RE:

THE ESTATE OF JAMES BROWN
A/K/A JAMES JOSEPH BROWN

IN THE COURT OF COMMON PLEAS

CASE NO. 2008-CP-02-1647

Larry Brown's Responses To
Limited Special Administrator's
First Request for Production of Documents

VERIFICATION

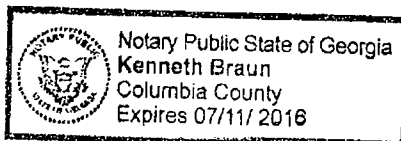
PERSONALLY APPEARED before the undersigned attesting officer duly authorized to administer oaths, LARRY BROWN, who under oath deposes and says that to the best of his information and knowledge and belief, the facts contained in the foregoing *RESPONSES TO LIMITED SPECIAL ADMINISTRATOR'S FIRST REQUEST FOR PRODUCTION OF DOCUMENTS* are true and correct.

This 14 day of October, 2015

Larry Brown
LARRY BROWN

Sworn to and subscribed
before me this 14 day
of October, 2015

[Signature]
NOTARY PUBLIC (SEAL)



Last Will and Testament of James J. Brown dated August 1, 2000
Pages 958-964

*LAST WILL AND TESTAMENT
OF
JAMES BROWN*

Introductory Clause. I, *James Brown*, also known as "The Godfather of Soul", a resident of and domiciled in the Community of Beech Island, County of Aiken and State of South Carolina, do hereby make, publish and declare this to be my Last Will and Testament, hereby revoking all Wills and Codicils at any time heretofore made by me.

I have six living children: *Deanna J. Brown Thomas; Yamma N. Brown; Vanisha Brown; Daryl J. Brown; Larry Brown; and Terry Brown*. These named children and any of their legitimate issue who shall also be lineage issue of mine shall be the entire class that I acknowledge to be my heirs and issue. Except as otherwise provided in this Will and corresponding instruments, I have intentionally failed to provide for any other relatives or other persons, whether claiming, or to claim, to be an heir of mine or not. Such failure is intentional and not occasioned by accident or mistake.

ITEM I

General Bequest of Personal and Household Effects With a Mandatory Memorandum. I give and bequeath all my personal and household effects of every kind including but not limited to furniture, appliances, furnishings, pictures, silverware, china, glass, books, jewelry, wearing apparel, boats, automobiles, and other vehicles, and all policies of fire, burglary, property damage, and other insurance on or in connection with the use of this property, as follows:

(1) I may leave written memoranda disposing of certain items of my tangible personal property. Any such item of tangible personal property shall pass according to the terms of such memoranda in existence at the time of my death. If no such written memoranda is found or identified by my Personal Representative within ninety (90) days after my Personal Representative's qualification, it shall be conclusively presumed that there is no such memoranda and any subsequently discovered memoranda shall be ineffective. Any property given and devised to a beneficiary who is not living at the time of my death and for whom no effective alternate provision has been made shall pass according to the provisions of the following paragraph, and not pursuant to any anti-lapse statute.

(2) In default of such memoranda, or to the extent such memoranda do not completely or effectively dispose of such property, I give and bequeath the rest of my personal and household effects of every kind to my children surviving me in approximately equal shares; provided, however, the issue of a deceased child surviving me shall take per stirpes the share their parent would have taken had he or she survived me. If my issue do not agree to the division of the property among themselves, my Personal Representative shall make such division among

them, the decision of my Personal Representative to be in all respects binding upon my issue. If any beneficiary hereunder is a minor, my Personal Representative may distribute such minor's share to such minor or for such minor's use to any person with whom such minor is residing or who has the care or control of such minor without further responsibility and the receipt of the person to whom it is distributed shall be a complete discharge of my Personal Representative. The cost of packing and shipping such property shall be charged against my estate as an expense of administration.

ITEM II

Pour-Over Gift to Trustee of Testator's Inter Vivos Trust. I give, devise and bequeath all the rest, residue and remainder of my property of every kind and description (including lapsed legacies and devises), wherever situate and whether acquired before or after the execution of this Will, to *Alford A. Bradley, Albert H. Dallas, David G. Cannon* as Trustee(s) under that certain Irrevocable Trust Agreement between me as Grantor and *Alford A. Bradley, Albert H. Dallas, David G. Cannon* as Trustee(s) executed prior to or of even date with the execution of this Will. My Trustees shall add the property bequeathed and devised by this Item to the principal of the above Trust and shall hold, administer and distribute the property in accordance with the provisions of the Irrevocable Trust Agreement including any amendments made solely by the Trustee(s), if any had to be made to carry out the terms of said Trust.

ITEM III

Alternate Provision to Incorporate Trust by Reference if Pour-Over is Invalid. In the event for any reason the bequest and devise above is ineffective and invalid, then I hereby give, devise and bequeath the rest, residue and remainder of my property of every kind and description (including lapsed legacies and devises), wherever situate and whether acquired before or after the execution of this Will, to *Alford A. Bradley, Albert H. Dallas, David G. Cannon* as Trustee(s) to be held, administered and distributed in accordance with the provisions of that certain Trust Agreement between me as Grantor and *Alford A. Bradley, Albert H. Dallas, David G. Cannon* as Trustee(s) executed prior to or of even date with the execution of this Will, which Irrevocable Trust Agreement is hereby incorporated by reference and made a part hereof the same as if the entire Trust Agreement were set forth herein, including any amendments thereto made solely by the Trustee(s), if any had to be made to carry out the terms of said Trust.

ITEM IV

Naming the Personal Representative, Personal Representative Succession, Personal Representative's Fees and Other Matters. The provisions for naming the Personal Representative, Personal Representative succession, Personal Representative's fees and other matters are set forth below:

(1) **Naming Individuals as Personal Representative.** I hereby nominate, constitute and appoint as Personal Representatives of this my Last Will and Testament *Alford A. Bradley, Albert H. Dallas, David G. Cannon*, and direct that they shall serve without bond.

(2) **Individual Personal Representatives Succession.** If any of the three (3) individual Personal Representative should fail to qualify as Personal Representative hereunder, dies, or for any reason should cease to act in such capacity, the remaining Personal Representative(s) shall continue to serve and shall elect and/or appoint another Representative so that at all times there are three (3) individual Personal Representative(s) serving. If the Personal Representatives are unable to come to such agreement as to a successor then they are obligated to seek the advise of the Advisory Board Members set out in that certain Advisory Board document signed and dated of even date with this Will, if there is a then recognized Board in effect. If the Advisory Board is unable to persuade the remaining Personal Representative(s) to reach an election or appointment, then, absent an agreement the court having jurisdiction over this Will shall then appoint the remaining individual Personal Representative who shall also serve without bond.

(3) **Fee Schedule for Individual Personal Representative.** For its services as Personal Representative, the individual Personal Representative shall receive reasonable compensation for the services rendered and reimbursement for reasonable expenses.

(4) **Personal Representative Voting Rights.** If there is more than one Personal Representative serving, then the vote of the Personal Representatives for any action hereunder must be by majority action of the Personal Representatives.

ITEM V

Definition of Personal Representative. Whenever the word "Personal Representative" or any modifying or substituted pronoun therefor is used in this my Will, such words and respective pronouns shall include both the singular and the plural, the masculine, feminine and neuter gender thereof, and shall apply equally to the Personal Representative named herein and to any successor or substitute Personal Representative acting hereunder, and such successor or substitute Personal Representative shall possess all the rights, powers and duties, authority and responsibility conferred upon the Personal Representative originally named herein.

ITEM VI

Powers for Personal Representative. By way of illustration and not of limitation and in addition to any inherent, implied or statutory powers granted to Personal Representatives generally, my Personal Representative is specifically authorized and empowered with respect to any property, real or personal, at any time held under any provision of this my Will: to allot, allocate between principal and income, assign, borrow, buy, care for, collect, compromise claims, contract with respect to, continue any business of mine, convey, convert, deal with, dispose of, enter into, exchange, hold, improve, incorporate any business of mine, invest, lease, loan, manage, mortgage, grant and exercise options with respect to, take possession of, pledge, receive, release, repair, sell, sue for, to make distributions or divisions in cash or in kind or partly in each without regard to the income tax basis of such asset, and in general, to exercise all the powers in the management of my Estate which any individual could exercise in the management of similar property owned in his or her own right, upon such terms and conditions as to my Personal Representative may seem best, and to execute and deliver any and all instruments and to do all acts which my Personal Representative may deem proper or necessary to carry out the purposes of this my Will, without being limited in any way by the specific grants of power made, and without the necessity of a court order.

ITEM VII

Definition of Words Relating to the Internal Revenue Code. As used herein, the words "gross estate," "adjusted gross estate," "taxable estate," "unified credit," "state death tax credit," "maximum marital deduction," "marital deduction," "pass," and any other word or words which from the context in which it or they are used refer to the Internal Revenue Code shall have the same meaning as such words have for the purposes of applying the Internal Revenue Code to my estate. For purposes of this Will, my "available generation-skipping transfer exemption" means the generation-skipping transfer tax exemption provided in section 2631 of the Internal Revenue Code of 1986, as amended, in effect at the time of my death reduced by the aggregate of (1) the amount, if any, of my exemption allocated to lifetime transfers of mine by me or by operation of law, and (2) the amount, if any, I have specifically allocated to other property of my gross estate for federal estate tax purposes. For purposes of this Will if at the time of my death I have made gifts with an inclusion ratio of greater than zero for which the gift tax return due date has not expired (including extensions) and I have not yet filed a return, it shall be deemed that my generation-skipping transfer exemption has been allocated to these transfers to the extent necessary (and possible) to exempt the transfer(s) from generation-skipping transfer tax. Reference to sections of the Internal Revenue Code and to the Internal Revenue Code shall refer to the Internal Revenue Code amended to the date of my death.

ITEM VIII

Statement by Testator of Intent Not to Exercise Power of Appointment. I hereby refrain from exercising any power of appointment that I may have at the time of my death.

ITEM IX

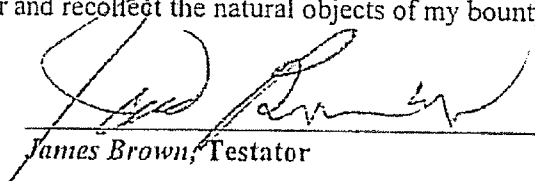
Severability and State Law to Govern. If any part of this Will shall be invalid, illegal or inoperative for any reason, it is my intention that the remaining parts, so far as possible and reasonable, shall be effective and fully operative. Regardless of the situs of execution of this Will, it is acknowledged that it is deemed to have been executed in conformity with and shall be construed, regulated and governed by and in accordance with the laws of the State of South Carolina.

ITEM X

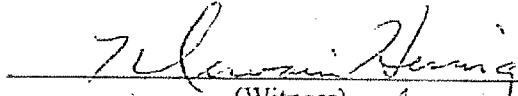
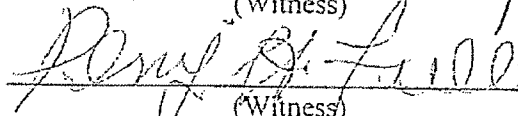
Provisions as to any Contest of My Estate Plan. Should any beneficiary under this Will or my Irrevocable Trust, and as amended, dated prior to or of even date with this Will and as referred to herein, become an adverse party in a proceeding for the probate of my Will or in any manner contest the validity of my Irrevocable Trust, such beneficiary shall forfeit his or her entire interest thereunder and such interest shall pass to such other beneficiaries as would be entitled to take as if such beneficiary predeceased me. Furthermore, any person not provided for in this Will, my Irrevocable Trust or other such instrument, whether or not claiming to be a beneficiary or party in interest, shall not have standing or be qualified to contest, claim an interest in or otherwise dispute the disposition of my estate, as I herewith disclaim and disinherit any such persons. Any such alleged claim shall be considered an affront to my wishes and shall be challenged as such by my fiduciaries.

*END OF PAGE
SEE NEXT PAGE FOR EXECUTION*

Testimonium, Attestation and Self-Proving Affidavit. I, *James Brown*, the Testator, sign my name to this instrument this 1 day of AUGUST, 2000, and being first duly sworn, do hereby declare to the undersigned authority that I sign and execute this instrument as my Last Will and that I sign it willingly (or willingly direct another to sign for me), that I execute it as my free and voluntary act for the purposes therein expressed, and that I am eighteen years of age or older, of sound mind (with the capacity to understand the nature of my act, to know my property, and to remember and recollect the natural objects of my bounty), and under no constraint or undue influence.

 (Seal)
James Brown, Testator

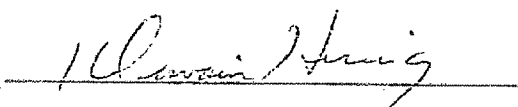
We, the witnesses, sign our names to this instrument, being first duly sworn, and do hereby declare to the undersigned authority that the Testator signs and executes this instrument as his last will and that he signs it willingly (or willingly directs another to sign for him), and that each of us, in the presence and hearing of the Testator, and in the presence of each other, hereby signs this will as witness to the Testator's signing, and that to the best of our knowledge the Testator is eighteen years of age or older, of sound mind (with the capacity to understand the nature of his act, to know his property, and to remember and recollect the natural objects of his bounty), and under no constraint or undue influence.

 (Seal)
(Witness)
 (Seal)
(Witness)

The State of South Carolina
GEORGIA
Aiken County
County of Richmond)

Probate

Subscribed, sworn to, and acknowledged before me by *James Brown*, the Testator, and subscribed and sworn to before me by the above signed witnesses, this 1st day of August, 2000.

 (Seal)
Notary Public for SC

My Commission Expires: 3/17/2001

James Brown Irrevocable Trust Agreement dated August 1,
2000 Pages 964-984

IRREVOCABLE TRUST AGREEMENT
OF
JAMES BROWN

H. Dewain Herring, Esquire
Law Offices of H. Dewain Herring, LLC
3612 Landmark Dr., Suite A
Columbia, South Carolina 29204

19085

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IRREVOCABLE TRUST AGREEMENT

Introductory Clause. This Agreement made between *James Brown*, also known as "*The Godfather of Soul*", hereinafter referred to as the Grantor and *Alford A. Bradley, Albert H. Dallas, David G. Cannon* hereinafter referred to singularly and/or collectively as the Trustee(s). For and in consideration of the mutual covenants and promises set forth herein Grantor and Trustee(s) agree:

ARTICLE I

Grantor transfers and delivers to Trustee(s), in trust, the property described in Schedule A, B and/or C attached and incorporated by this reference. Receipt of the property is acknowledged by Trustee(s). The property, and any other property subject to this trust, shall constitute the trust estate, and shall be held in trust for the uses and purposes expressed in this trust agreement and shall be subject to the conditions provided in this instrument.

ARTICLE II

This trust shall be irrevocable. Grantor waives the right and the power to alter, amend, revoke, or terminate the trust or any of the terms of this trust agreement. Grantor renounces any power to determine or control, by alteration, amendment, revocation, termination, or otherwise, the beneficial enjoyment of the principal or income of the trust. Grantor renounces any interest in the income or principal of the trust estate, whether vested or contingent, including any reversionary interest or possibility of reverter.

ARTICLE III

Grantor and any other person shall have the right at any time to add property acceptable to Trustee(s) to this trust. The property, when received and accepted by Trustee(s), shall become part of the trust estate.

ARTICLE IV

The Trustee(s) shall hold, manage, invest and reinvest the Trust Property, shall collect and receive the income from it and, after deducting all necessary expenses incident and as allowed herein for administration of this Trust, shall dispose of the income and principal as follows:

At anytime and from time to time Trustee(s) may distribute to or for the benefit of any beneficiary so much of the principal and income of the Trust as Trustee(s) shall determine in Trustee(s)'s absolute and sole discretion. The income not so distributed shall be added to the principal of the Trust.

Payments made to or for beneficiaries pursuant to this section need not be equal and shall be made in the Trustee(s)'s absolute and sole discretion.

Payments may be made currently and during the life of the Grantor:

- To or for the benefit of the Grantor during his life
- To or for the benefit of the Beneficiaries of the Brown Family Education Trust pursuant to its terms as set out
- To or for the benefit of the Beneficiaries of the James Brown "I Feel Good" Trust pursuant to its terms as set out.

Upon the death of the Grantor all principal and undistributed income of this Trust shall at that time be consolidated, distributed and paid over to the Trustee(s) of the Brown Family Education Trust and the Trustee(s) of The James Brown "I Feel Good" Trust and shall continue to be administered as therein set out.

ARTICLE V

Continuance of *The Brown Family Education Trust* and *The James Brown "I Feel Good" Trust*. Upon the death of the Grantor, the Trustee shall divide the remaining Trust Estate (which shall include any property which may be added from the Grantor's's general estate) into Two (2) separate shares, hereinafter designated as "*The Brown Family Education Trust*" and "*The James Brown "I Feel Good" Trust*." The two shares shall be equal, subject only to the limitation imposed on *The Brown Family Education Trust* by the maximum available generation-skipping transfer exemption as computed by the following formula. *The Brown Family Education Trust* shall be a fraction of the Trust Estate (undiminished by estate, inheritance, succession, death or similar taxes), the numerator of which shall be an amount equal to the Grantor's available generation-skipping transfer exemption as hereafter defined and the denominator shall be an amount equal to the value of the Trust Estate. For purposes of establishing such fraction the values as finally determined in the Grantor's federal estate tax proceedings shall be used. The Grantor recognizes that the numerator of such fraction may be zero, in which case no property shall be distributed under this paragraph to *The Brown Family Education Trust*. The Grantor also recognizes that the numerator of such fraction may be equal to or greater than the denominator, in which case the entire Trust Estate shall be distributed to *The Brown Family Education Trust*.

The James Brown "I Feel Good" Trust shall be the balance of the Trust Estate.

The Brown Family Education Trust and *The James Brown "I Feel Good" Trust* shall be administered as hereinafter set forth.

ARTICLE VI

The Brown Family Education Trust Introductory Provision. *The Brown Family Education Trust* shall be held, administered and distributed as follows:

(1) **Division Into Shares:** Upon the death of the Grantor, the Trustee shall divide this Trust as then constituted into equal separate shares so as to provide one (1) share for each then living grandchild, who has not reached the age of Thirty-Five (35), of the Grantor. Each share shall be distributed or retained in trust as hereinafter provided.

(2) **Income/Discretionary Invasion of Principal.** Net income from each share so provided for above shall be paid to or applied for the benefit of such grandchild for that grandchild's education and related education expenses until complete distribution of the share as herein provided. Any income not so paid or applied shall be accumulated and added to principal for that share. In addition to income, the Trustee may pay to or apply for the benefit of such grandchild such sums from the principal of his or her share as in its sole discretion shall be necessary or desirable from time to time for his or her education, taking into consideration to the extent the Trustee deems advisable, any other income or resources of such grandchild known to the Trustee. My intent is to provide for any and all primary, secondary and post-secondary education, whether grade school, middle school, high school, vocational training, college or post-graduate education, or professional schooling, for each grandchild as can best encourage and allow each grandchild to reach his or her full potential. This directive shall include, but not necessarily be limited to, public, private, parochial, denominational and/or any government schooling and educational opportunities.

(3) **Distribution of Shares and Termination of Trust.** After division into shares for the Grantor's grandchildren, upon each grandchild of the Grantor attaining the age of Thirty-five (35) years, or death, whichever first occurs, and prior to complete distribution of his or her share, the undistributed balance of such named grandchild's share shall be added to *The James Brown "I Feel Good" Trust* and shall thereafter be administered and distributed according to its terms. When no grandchild is living who is under the age of Thirty-five (35) years, *The Brown Family Education Trust* shall terminate, and all accumulated income and principal shall be paid over and added to *The James Brown "I Feel Good" Trust* and shall thereafter be administered and distributed according to its terms.

ARTICLE VII

The James Brown "I Feel Good" Trust Introductory Provision. *The James Brown "I Feel Good" Trust* shall be held, administered and distributed as follows:

(1) **Purpose of *The James Brown "I Feel Good" Trust*.** It is my intent that the net income and such portions of principal of this Trust as determined by my Trustees in their sole and absolute discretion, shall be used solely for the tuition, educational expenses, and financial

assistance of and for poor and financially needy children, youth, or young adults (Who are both qualified and deserving) who seek and have need of such assistance to obtain and further their education at the many educational entities and/or institutions available in the States of South Carolina and Georgia. My Trustee(s) may, upon their discretion, include any of my heirs and issue herein defined for purposes of fulfilling the terms of this Trust.

My Trustee(s) shall exercise their sole and absolute discretion in making the decisions necessary to fulfill the terms and directives of this Trust. The Trustee(s) are however, directed to make payment directly to such educational entities and/or institutions. All entities and/or institutions shall qualify as bodies corporate, politic or educational under IRS Code 501 (C)(3), 115, 117, et seq., status and as amended, or such other same or similar IRS Code and/or Section status as shall achieve tax free income and distribution as I desire that the maximum benefit be for education.

(2) My intent is to provide for any and all primary, secondary, and post-secondary education, whether grade school, middle school, high school, vocational training, college or post-graduate education, or professional schooling, for each of the beneficiaries as can best encourage and allow each of the beneficiaries to reach his or her full potential. This directive shall include, but not necessarily be limited to, public, private, parochial, denominational and/or any government schooling and educational opportunities.

(3) **Discretion to Sell Trust Property.** I authorize and empower my Trustee to sell any portion or all of said property at private or public sale at such price as they deem most advantageous, at such time or times as my Trustee may deem advisable in its discretion, and to execute good and sufficient deeds and other instruments necessary or proper to convey and transfer the same to the purchasers, who shall not be bound to see to the application of the purchase money. I direct that my Trustee shall convert the assets of this Trust to income producing assets within such reasonable time as in my Trustee's sole discretion, it shall determine is most advantageous to carry out my intent and the purposes of this Trust.

(4) **Trustee must not Engage in Self-dealing.** My Trustee is prohibited from engaging in any act of self-dealing as defined in Section 4941(d) of the Internal Revenue Code of 1986, from retaining any excess business holding as defined in Section 4943© of the Internal Revenue Code of 1986, from making any investments which would subject the Trust to tax under Section 4944 of the Internal Revenue Code of 1986, and from making any taxable expenditures as defined in Section 4945(d) of the Internal Revenue Code of 1986. My Trustee shall make distributions at such time and in such manner as to not subject the Trust to tax under Section 4942 of the Internal Revenue Code of 1986.

(5) **Trustee must not distribute as to incur taxes upon this Trust.** All principal held and distributions made as described herein shall be for such entities, organizations, funds, as shall qualify under such provisions of the Internal Revenue Code, and as amended so that such principal and distributions are exempt from payment of taxes.

(6) **Power of Amendment.** The Trustee(s) shall have the power to amend the 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, and as amended.

ARTICLE VIII

Trustee Succession, Trustee's Fees and Other Matters. The provisions for naming the Trustee, Trustee succession, Trustee's fees and other matters are set forth below:

(1) **Individual Trustees Succession.** If any of the three (3) individual Trustee should fail to qualify as Trustee hereunder, dies, or for any reason should cease to act in such capacity, the remaining Trustee(s) shall continue to serve and shall elect and/or appoint another Trustee so that at all times there are three (3) individual Trustee(s) serving. The notice and election provisions of Article XIII, Powers of Trustee(s) Succession shall be followed.

(2) **No Trustee(s) or Successor Trustee(s)** shall be required to give any bond or other security.

(3) **Fee Schedule for Individual Trustee.** For its services as Trustee(s), the Trustee(s) shall receive reasonable compensation for the services rendered and reimbursement for reasonable expenses.

(4) **Trustee Voting Rights.** If there is more than one Trustee serving, then the vote of the Trustees for any action hereunder must be by majority action of the Trustees.

(5) **Limitations on Trustees.** No person who at any time is acting as Trustee hereunder shall have any power or obligation to participate in any discretionary authority which has been given to the Trustee so as to pay principal or income to such person, or for his or her benefit or in relief of his or her legal obligations.

(6) **Advisory Board.** There shall exist an Advisory Board of three (3) initial members. This Board shall confer with and advise the Trustee(s) in such a manner as would be consistent with Grantors objectives for this Trust. The Trustee(s) may consider, but are not obligated to follow advisories as propounded by the Advisory Board. The Initial Members shall be designated in/or by a separate writing, reference thereto being craved and to be given effect as if such Advisory Board Members were set forth herein.

ARTICLE IX

Definition of Trustee. Whenever the word "Trustee" or any modifying or substituted pronoun therefor is used in this Trust, such words and respective pronouns shall include both the singular and the plural, the masculine, feminine and neuter gender thereof, and shall apply equally to the Trustee named herein and to any successor or substitute Trustee acting hereunder, and such successor or substitute Trustee shall have all the rights, powers and duties, authority and responsibility conferred upon the Trustee originally named herein.

ARTICLE X

Powers for Trustee. The Trustee is authorized in its fiduciary discretion (which shall be subject to the standard of reasonableness and good faith to all beneficiaries) with respect to any property, real or personal, at any time held under any provision of this Trust Agreement and without authorization by any court and in addition to any other rights, powers, authority and privileges granted by any other provision of this Trust Agreement or by statute or general rules of law:

(1) The Trustee(s) shall have the power to distribute the income or principal or both of the Trust Estate to or for the benefit of all or any one or more of the Beneficiaries as the Trustee(s) may in their sole and absolute discretion think fit, provided that no such power may be exercised to violate any applicable rule against perpetuities.

It is Grantor's intention to hereby create a discretionary trust and, except as otherwise provided herein, no Beneficiary hereunder has any ascertainable right, title, or interest to any portion of the Trust Estate, whether determined actuarially or otherwise; and the Trustee(s) have the discretion to completely withhold distributions from any one Beneficiary.

(2) The stated intent(s) of this Trust Agreement and various Trust(s) established or to be established does not prevent my Trustee(s) from making or directing an allocation of up to 50% of the gross income from this Trust for the payment of administrative and managerial expenses incurred on behalf of this Trust as in the sole discretion of my Trustee may be advisable.

(3) To retain in the form received any property or undivided interests in property donated to, or otherwise acquired as a part of the Trust Estate, including residential property and shares of the Trustee's own stock, regardless of any lack of diversification, risk or non-productivity, as long as it deems advisable, and to exchange any such security or property for other securities or properties and to retain such items received in exchange, although such property represents a large percentage of the total property of the Trust Estate or even the entirety thereof.

(4) To invest and reinvest all or any part of the Trust Estate in any property and undivided interests in property, wherever located, including bonds, debentures, notes, secured or unsecured, stocks of corporations regardless of class, interests in limited partnerships, real estate or any interest in real estate whether or not productive at the time of investment, interests in trusts, investment trusts, whether of the open and/or closed fund types, and participation in common, collective or pooled trust funds of the Trustee's Agents, if any, insurance contracts on the life of any beneficiary or annuity contracts for any beneficiary, without being limited by any statute or rule of law concerning investments by fiduciaries.

(5) To sell or dispose of or grant options to purchase any property, real or personal, constituting a part of the Trust Estate, for cash or upon credit, to exchange any property of the Trust Estate for other property, at such times and upon such terms and conditions as it may deem best, and no person dealing with it shall be bound to see to the application of any monies paid.

(6) To hold any securities or other property in its own name as Trustee, in its own name, in the name of a nominee (with or without disclosure of any fiduciary relationship) or in bearer form.

(7) To keep, at any time and from time to time, all or any portion of the Trust Estate in cash and uninvested for such period or periods of time as it may deem advisable, without liability for any loss in income by reason thereof.

(8) To sell or exercise stock subscription or conversion rights.

(9) To refrain from voting or to vote shares of stock which are a part of the Trust Estate at shareholders' meetings in person or by special, limited, or general proxy and in general to exercise all the rights, powers and privileges of an owner in respect to any securities constituting a part of the Trust Estate.

(10) To participate in any plan of reorganization or consolidation or merger involving any company or companies whose stock or other securities shall be part of the Trust Estate, and to deposit such stock or other securities under any plan of reorganization or with any protective committee and to delegate to such committee discretionary power with relation thereto, to pay a proportionate part of the expenses of such committee and any assessments levied under any such plan, to accept and retain new securities received by the Trustee pursuant to any such plan, to exercise all conversion, subscription, voting and other rights, of whatsoever nature pertaining to such property, and to pay any amount or amounts of money as it may deem advisable in connection therewith.

(11) To borrow money and to encumber, mortgage or pledge any asset of the Trust Estate for a term within or extending beyond the term of the trust, in connection with the exercise of any power vested in the Trustee.

(12) To enter for any purpose into a lease as lessor or lessee with or without option to purchase or renew for a term within or extending beyond the term of the trust.

(13) To subdivide, develop, or dedicate real property to public use or to make or obtain the vacation of plats and adjust boundaries, to adjust differences in valuation on exchange or partition by giving or receiving consideration, and to dedicate easements to public use without consideration.

(14) To make ordinary or extraordinary repairs or alterations in buildings or other structures, to demolish any improvements, to raze existing or erect new party walls or buildings.

(15) To continue and operate any business owned by the Grantor at the Grantor's death and to do any and all things deemed needful or appropriate by the Trustee, including the power to incorporate the business and to put additional capital into the business, for such time as it shall deem advisable, without liability for loss resulting from the continuance or operation of the business except for its own negligence; and to close out, liquidate or sell the business at such time and upon such terms as it shall deem best.

(16) To collect, receive, and receipt for rents, issues, profits, and income of the Trust Estate.

(17) To insure the assets of the Trust Estate against damage or loss and the Trustee against liability with respect to third persons.

(18) In buying and selling assets, in lending and borrowing money, and in all other transactions, irrespective of the occupancy by the same person of dual positions, to deal with itself in its separate, or any fiduciary capacity.

(19) To compromise, adjust, mediate, arbitrate, sue on or defend, abandon, or otherwise deal with and settle claims in favor of or against the Trust Estate as the Trustee shall deem best.

(20) To employ and compensate agents, consultants, accountants, investment advisers, brokers, attorneys-in-fact, attorneys-at-law, tax specialists, realtors, and other assistants and advisors deemed by the Trustee needful for the proper and successful administration and investment of the Trust Estate, and to do so without liability for any neglect, omission, misconduct, or default of any such agent or professional representative provided such person was selected and retained with reasonable care.

(21) To determine what shall be fairly and equitably charged or credited to income and what to principal.

(22) To hold and retain the principal of the Trust Estate undivided until actual division shall become necessary in order to make distributions; to hold, manage, invest, and account for the several shares or parts thereof by appropriate entries on the Trustee's books of account; and to allocate to each share or part of share its proportionate part of all receipts and expenses; provided, however, the carrying of several trusts as one shall not defer the vesting in title or in possession of any share or part of share thereof.

(23) To make payment in cash or in kind, or partly in cash and partly in kind upon any division or distribution of the Trust Estate (including the satisfaction of any pecuniary distribution) without regard to the income tax basis of any specific property allocated to any beneficiary and to value and appraise any asset and to distribute such asset in kind at its appraised value; and when dividing fractional interests in property among several beneficiaries to allocate entire interests in some property to one beneficiary and entire interests in other property to another beneficiary or beneficiaries.

(24) In general, to exercise all powers in the management of the Trust Estate which any individual could exercise in his or her own right, upon such terms and conditions as it may reasonably deem best, and to do all acts which it may deem reasonably necessary or proper to carry out the purposes of this Trust Agreement.

(25) To purchase property, real or personal, from the Grantor's general estate upon such terms and conditions as to price and terms of payment as the Grantor's personal representatives and the Trustee shall agree, to hold the property so purchased as a part of the Trust Estate although it may not qualify as an authorized trust investment except for this provision, and to dispose of such property as and when the Trustee shall deem advisable. The fact that the Grantor's personal representatives and the Trustee are the same shall in no way affect the validity of this provision.

(26) To lend funds to the Grantor's general estate upon such terms and conditions as to interest rates, maturities, and security as the Grantor's personal representatives and the Trustee shall agree, the fact that they may be the same in no way affecting the validity of this provision.

(27) To receive property bequeathed, devised or donated to the Trustee by the Grantor or any other person; to receive the proceeds of any insurance policy which names the Trustee as beneficiary; to execute all necessary receipts and releases to Personal Representatives, donors, insurance companies and other parties adding property to the Trust Estate.

(28) To combine assets of two or more trusts if the provisions and terms of each trust are substantially identical, and to administer them as a single trust, if the Trustee reasonably determines that the administration as a single trust is consistent with the Grantor's intent, and facilitates the trust's administration without defeating or impairing the interests of the beneficiaries.

(29) To divide any trust into separate shares or separate trusts or to create separate trusts if the Trustee reasonably deems it appropriate and the division or creation is consistent with the Grantor's intent, and facilitates the trust's administration without defeating or impairing the interests of the beneficiaries.

(30) To divide property in any trust being held hereunder with an inclusion ratio, as defined in section 2642(a)(1) of the Internal Revenue Code of 1986, as from time to time amended or under similar future legislation, of neither one nor zero into two separate trusts representing two fractional shares of the property being divided, one to have an inclusion ratio of one and the other to have an inclusion ratio of zero, to create trusts to receive property with an inclusion ratio of either one or zero and if this cannot be done to refuse to accept property which does not have a matching inclusion ratio to the receiving trust's ratio, all as the Trustee in its sole discretion deems best.

(31) If the Trustee shall act as the Personal Representative of the Grantor's estate, to elect to allocate any portion or all the Grantor's generation-skipping transfer exemption provided for in Code section 2631 or under similar future legislation, in effect at the time of the Grantor's death, to any portion or all of any other trusts or bequests in the Grantor's Will or any other transfer which the Grantor is the transferor for purposes of the generation-skipping tax. Generally, the Grantor anticipates that the Grantor's Personal Representative will elect to allocate this exemption first to direct skips as defined in Code section 2612, then to *The Brown Family Education Trust*, unless it would be inadvisable based on all the circumstances at the time of making the allocation; and to make the special election under section 2652(a)(3) of the Code to the extent the Grantor's Personal Representative deems in the best interest of the Grantor's estate.

(32) The Trustee(s) may acquire on behalf of the beneficiaries, such public support and government funds for which the beneficiary shall qualify; and if such sources of moneys are obtained, the Trustee(s) shall maintain, spend, and account for such funds separately from other trust funds and not commingle such funds with other funds of the trust.

ARTICLE XI

Provision for Trustee to Act as Trustee for Beneficiary Under Age Twenty-One. In case any share hereunder becomes distributable to a beneficiary who has not attained the age of Twenty-one (21), such share shall immediately vest in the beneficiary, but notwithstanding the provisions herein, the Trustee shall retain possession of the share in trust for the beneficiary until the beneficiary attains the age of Twenty-one (21), using so much of the net income and principal of the share as the Trustee deems necessary to provide for the education of the beneficiary, taking into consideration to the extent the Trustee deems advisable any other income or resources of the beneficiary or his or her parents known to the Trustee. Any income not so paid or applied shall

be accumulated and added to principal. The beneficiary's share shall be paid over and distributed to the beneficiary upon attaining age Twenty-one (21), or if he or she shall sooner die, to his or her personal representatives. The Trustee shall have with respect to each share so retained all the powers and discretions it had with respect to the trusts created herein generally.

ARTICLE XII

Trustee's Discretion in Making Payments to a Person Under Age Twenty-One, Incompetent, or Incapacitated Person. In case the income or principal payment under any trust created hereunder or any share thereof shall become payable to a person under the age of Twenty-one (21), or to a person under legal disability, or to a person not adjudicated incompetent, but who, by reason of illness or mental or physical disability, is, in the opinion of the Trustee unable properly to administer such amounts, then such amounts shall be paid out by the Trustee in such of the following ways as the Trustee deems best: (1) directly to the beneficiary; (2) to the legally appointed guardian of the beneficiary; (3) to some relative or friend for the education of the beneficiary; (4) by the Trustee using such amounts directly for the beneficiary's care, support and education; (5) to a custodian for the beneficiary under the Uniform Gifts or Transfers to Minors Act.

ARTICLE XIII

Power of Trustee(s) Successions. Any Trustee may resign this trusteeship during his lifetime by giving the then remaining Trustee(s) Thirty (30) days notice in writing delivered to the Trustee(s) in person or mailed to the Trustee(s) last known address, the resignation to become effective as hereinafter provided. Upon receipt of such notice, or the death of a Trustee(s), the Trustee(s) shall appoint a successor Trustee. Upon the failure of the Trustee(s) to appoint a successor Trustee who accepts the trust within Sixty (60) days from the time notice was delivered in person or mailed to the Trustee(s), or date of death, the Trustee's successor shall be determined by unanimous vote of the advisory board; as then in existence, if at all. Failing such of either voting requirements then the court having jurisdiction over this Trust shall select the then successor Trustee. Upon the appointment of and acceptance by the successor Trustee, the withdrawing Trustee shall pay over, deliver, assign, transfer or convey to such successor Trustee the Trust Estate and make a full and proper accounting to the Successor Trustee, whereupon his resignation shall become effective. The substitute or successor Trustee upon acceptance of this trust and the Trust Estate shall succeed to and have all the rights, powers and duties, authority and responsibility conferred upon the Trustee originally named herein.

ARTICLE XIV

Discretion in Trustee to Terminate Small Trust and Distribute to Income

Beneficiary. If at any time any trust created hereunder has a fair market value as determined by the Trustee of Fifty Thousand (\$50,000.00) Dollars or less, the Trustee, in its absolute discretion if it determines that it is uneconomical to continue such trust, may terminate such trust and distribute the trust property to the person or persons determined or then entitled to receive or have the benefit of the income therefrom or the legal representative of such person. If there is more than one income beneficiary, the Trustee shall make such distribution to such income beneficiaries in the proportion in which they are beneficiaries or if no proportion is designated in equal shares to such beneficiaries.

ARTICLE XV

Definition of Words Relating to the Internal Revenue Code. As used herein, the words "gross estate," "adjusted gross estate," "taxable estate," "unified credit," "state death tax credit," "maximum marital deduction," "marital deduction," "pass," and any other word or words which from the context in which it or they are used refer to the Internal Revenue Code shall have the same meaning as such words have for the purposes of applying the Internal Revenue Code to the Grantor's estate. For purposes of this Trust Agreement, the Grantor's "available generation-skipping transfer exemption" means the generation-skipping transfer tax exemption provided in section 2631 of the Internal Revenue Code of 1986, as amended, in effect at the time of the Grantor's death reduced by the aggregate of (1) the amount, if any, of the Grantor's exemption allocated to lifetime transfers of the Grantor by the Grantor or by operation of law, and (2) the amount, if any, the Grantor has specifically allocated to other property of the Grantor's gross estate for federal estate tax purposes. For purposes of this Trust Agreement if at the time of the Grantor's death the Grantor has made gifts with an inclusion ratio of greater than zero for which the gift tax return due date has not expired (including extensions) and the Grantor has not yet filed a return, it shall be deemed that the Grantor's generation-skipping transfer exemption has been allocated to these transfers to the extent necessary (and possible) to exempt the transfer(s) from generation-skipping transfer tax. Reference to sections of the Internal Revenue Code and to the Internal Revenue Code shall refer to the Internal Revenue Code amended to the date of the Grantor's death.

ARTICLE XVI

Payment of Funeral Expenses and Expenses of Last Illness of Income Beneficiary.

On the death of any person entitled to income or support from any Trust hereunder, the Trustee is authorized to pay the funeral expenses and the expenses of the last illness of such person from the principal of the Trust from which such person was entitled to income or support.

ARTICLE XVII

Personal Trust. The beneficiary of this trust shall have the right to occupy that certain homeplace, improvements and acreage, more particularly described as 430 Douglas Drive, Beech Island, SC 29841 during his entire lifetime.

The rights described herein are personal to the beneficiary; and those rights may not be sold, pledged, assigned, or otherwise alienated by the beneficiary.

ARTICLE XVIII

Beneficiary's Spouse. The Grantor is now not married. It is the Grantor's intention that the trust estate be available only to the beneficiaries and not to be the Grantor's past or future spouse. The Trustee(s) are directed to enforce this provision.

If a court having jurisdiction over this trust issues a valid, legally enforceable order requiring distribution to a past or future spouse, then Grantor requests that such distribution shall be the minimum amount necessary to provide sustenance to said spouse, it being the Grantor's intention that the trust estate not be used to provide said spouse with funds to support said spouse in the manner to which she may be accustomed.

ARTICLE XIX

Severability and State Law to Govern. If any part of this Trust shall be invalid, illegal or inoperative for any reason, it is the Grantor's intention that the remaining parts, so far as possible and reasonable, shall be effective and fully operative. Regardless of the situs of execution of this Trust Agreement and the trusts created hereby, it is acknowledged that it is deemed to have been executed in conformity with and shall be construed, regulated and governed by and in accordance with the laws of the State of South Carolina.

Notwithstanding the foregoing, the Trustees shall have the power, exercisable in their sole and absolute discretion, to declare, by written instrument that this Trust and any and all trusts derived here from shall from the date of such written instrument take effect in accordance with the law of some other state or country in any part of the world which shall be the forum for the administration hereof (but subject to the power conferred by this paragraph and until any further declaration is made hereunder). In selecting a new Controlling Law the Trustee(s) are urged to give special care and attention to the tax and other laws of the applicable jurisdiction as to most closely implement the Grantor's intentions, including, without limitation, the intention not to pay any unnecessary taxes and to preserve the Trust Estate.

If the Controlling Law of this Trust changes, then the Trustee(s) may by written instrument amend the Trustee's powers and such other provision of this Trust as the Trustees shall consider necessary or desirable to secure that so far as may be possible such trust's powers and provisions shall be as valid and effective under the applicable law

ARTICLE XX

Spendthrift Provision. Except as otherwise provided herein, neither the principal of this trust (or any trust created hereunder) nor the income therefrom while in the hands of the Trustee(s) shall be subject to assignment, alienation, pledge, attachment, execution, or claims of creditors or any beneficiary or beneficiaries whomsoever through legal process, bankruptcy, operation of law, or otherwise. Any attempted sale, assignment, alienation, pledge, or attachment of the principal or income held in this trust (or any trust created hereunder) shall be null and void and shall not be recognized under any circumstances by Trustee(s).

In the event of any attempted sale, assignment, alienation, pledge, attachment, execution, or claim resulting from an act of a beneficiary or beneficiaries, voluntarily, involuntarily, by operation of law, by bankruptcy, or otherwise with respect to the principal or income of the trust, Trustee(s) are authorized to withhold from such beneficiary or beneficiaries all or part of any distribution otherwise payable hereunder to such beneficiary or beneficiaries until such attempted anticipation, voluntary or involuntary transfer, or lien is completely removed, during which time Trustee(s) may apply such distribution, or any part thereof, for the use and benefit of such beneficiary or beneficiaries in such amount or amounts and in such manner as Trustee(s), in Trustee(s)'s sole discretion, may determine.

ARTICLE XXI

Provisions as to any Contest of Grantor's Estate Plan. Should any beneficiary under this Irrevocable Trust or Grantor's Will dated after or of even date with this Trust and as referred to herein, become an adverse party in a proceeding for the probate of Grantor's Will or in any manner contest the validity of Grantor's Irrevocable Trust, such beneficiary shall forfeit his or her entire interest thereunder and such interest shall pass to such other beneficiaries as would be entitled to take as if such beneficiary predeceased Grantor. Furthermore, any person not provided for in this Irrevocable Trust, Grantor's Will or other such instrument, whether or not claiming to be a beneficiary, party in interest, or otherwise shall not have standing or be qualified to contest, claim an interest in or otherwise dispute the disposition of Grantor's estate as he herewith disclaims and disinherits any such person. Any such alleged claim shall be considered an affront to the Grantor's wishes and shall be vigorously challenged as such by his fiduciaries.

ARTICLE XXII

Declaration of Children. I have six living children: *Deanna J. Brown Thomas; Yamma N. Brown; Vanisha Brown; Daryl J. Brown; Larry Brown; and Terry Brown.* These named children and any of their legitimate issue who shall also be lineage issue of mine shall be the entire class that I acknowledge to be my heirs and issue. Except as otherwise provided in this Trust Agreement and corresponding instruments, I have intentionally failed to provide for any other relatives or other persons, whether claiming, or to claim, to be an heir of mine or not. Such failure is intentional and not occasioned by accident or mistake.

END OF PAGE

SEE FOLLOWING PAGE FOR EXECUTION

Trust Agreement of James Brown
e 16910 Irrev trust agreement - FNL2

19102

IN WITNESS WHEREOF, The Grantor and the Trustees have executed this Trust Agreement this 1 day of AUGUST, 2000. The Grantor understands all of its provisions, including the fact that he has conveyed or transferred his interest in the property described in Schedule A, B and/or C to Trustee(s), and the fact that the Trust Agreement has provisions that will govern his interest in the property currently, in the future and on the death of the Grantor. Grantor approves the Agreement and consents that all property originally or later contributed to the Trust shall be held, administered, and distributed as provided in the Trust Agreement, and Grantor agrees to be bound by it.

WITNESSES:

William Herring
Perry H. Fidler

James Brown (Seal)
James Brown, Grantor
Alford A. Bradley (Seal)
Alford A. Bradley, Trustee
Albert H. Dallas (Seal)
Albert H. Dallas, Trustee
David G. Cannon (Seal)
David G. Cannon, Trustee

STATE OF SC)
COUNTY OF Pike)

ACKNOWLEDGMENTS

I, a Notary Public, within and for the State and County aforesaid, do hereby certify that the foregoing instrument of written Trust Agreement was this day produced to me in the above State and County by *James Brown*, Grantor, and *Alford A. Bradley, Albert H. Dallas, and David G. Cannon*, Trustee(s), all being parties hereto and was executed and acknowledged by them to be their free act and voluntary deed and all have the requisite capacity to execute this Trust Agreement.

WITNESS my signature this 1st day of August, 2000.

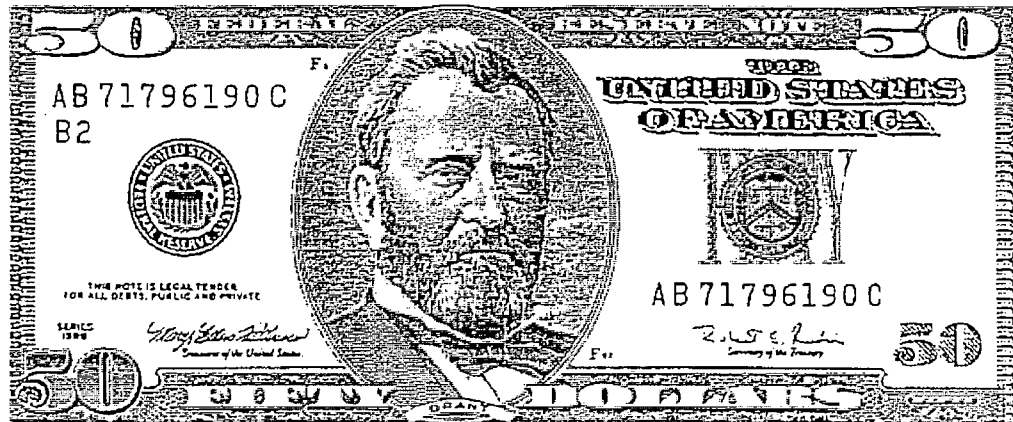
William Herring (Seal)
Signature of Notary Public
WILLIAM HERRING
Printed Name of Notary Public
Notary Public for: SC

My Commission Expires: 3/17/2010

SCHEDULE "A"

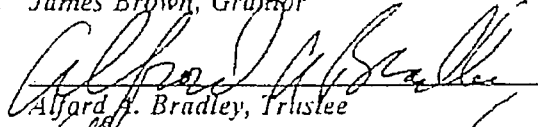
Initial Funding

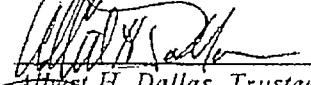
1)

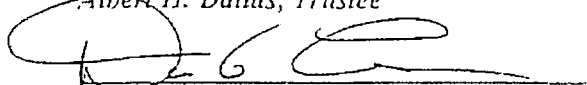


- 2) All ownership interest(s) in James Brown Enterprises, Inc.
- 3) All ownership interest(s) in my primary residence, including all land and improvements located 430 Douglas Drive, Beech Island, SC 29841 together with such other acreage and property within the vicinity. (See Attached Real Estate Description)
- 4) All ownership interest(s) in


James Brown, Grantor


Alford A. Bradley, Trustee


Albert H. Dallas, Trustee


David G. Cannon, Trustee

SCHEDULE "B"

Additional Schedule of Assets
Such assets as may be added (if any)

[Faint, illegible handwritten text]

SCHEDULE "C"
Insurance Policies
(if any)

[Handwritten signature of James Brown]

James Brown, Grantor

[Handwritten signature of Alford A. Bradley]

Alford A. Bradley, Trustee

[Handwritten signature of Albert H. Dallas]

Albert H. Dallas, Trustee

[Handwritten signature of David G. Cannon]

David G. Cannon, Trustee

CERTIFICATE OF COUNSEL

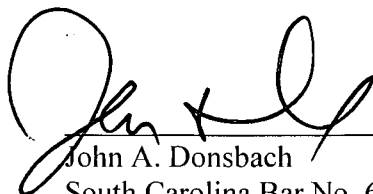
The undersigned hereby certifies in accordance with Rule 210 (g), SCACR that Volumes I through IV of the Record on Appeal contain all materials proposed to be included by any of the parties and not any other material.

January 12, 2017.

RECEIVED

JAN 12 2017

SC Court of Appeals



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