

STATE OF SOUTH CAROLINA
In the Court of Appeals

APPEAL FROM RICHLAND COUNTY

Court of Common Pleas

The Honorable Doyet A. Early, III Circuit Court Judge
The Honorable L. Casey Manning, Circuit Court Judge

RECEIVED
MAY 31 2019
SC Court of Appeals

Appellate Case No. 2018-002229

RUSSELL L. BAUKNIGHT, as Trustee of The James Brown 2000 Irrevocable Trust and the James Brown Legacy Trust, as Personal Representative of the Estate of James Brown, and on behalf of Alan Wilson, in his capacity as Attorney General of the State of South Carolina; Tommie Rae Brown, individually and on behalf of her minor child, James B. II; Daryl J. Brown, individually and on behalf of his minor child, Janise B.; Lindsey Delores Brown; Deanna J. Brown Thomas; Jason Brown-Lewis; Yamma N. Brown, individually and on behalf of her minor child Sydney L. And Carrington L.; Tonya Brown; Venisha Brown; Larry Brown; and Terry Brown

And

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

v.

Adele J. Pope, and Robert L. Buchanan, Jr., Defendants,

Of whom Adele J. Pope is Appellant.

**AFFIDAVIT OF ADELE J. POPE IN SUPPORT OF MOTIONS TO
STRIKE AND FOR RELATED RELIEF AND IN OPPOSITION TO
MOTIONS TO STRIKE OF RESPONDENTS AND THE
ATTORNEY GENERAL**

PERSONALLY APPEARED BEFORE ME, ADELE J. POPE, who being duly sworn deposes and says:

1. This affidavit is based on my own personal knowledge, including knowledge gained from faithfully serving the Estate, 2000 Trust and estate plan of entertainer James Brown with Robert Buchanan, Jr. from March 7, 2007 until May 8, 2013; defending myself in this case (Richland 4900) for nine years; and defending James Brown's 2000 Trust with Mr. Buchanan in Federal District Court Case No. 3:08-cv-00014-WOB, filed by Forlando Brown (Forlando) on January 2, 2008 to enjoin The James Brown 2000 Irrevocable Trust (2000 Trust) from taking any action until former trustees David Cannon (Cannon) and Albert Dallas (Dallas) were reinstated.

2. My personal knowledge also comes from meetings (in 2009 and 2013) with two Respondent Attorneys General of South Carolina (AGs) to discuss James Brown issues; the voluminous public file in this case; the voluminous James Brown public file of which the Honorable Doyet A. Early, III took judicial notice in 2009 in the case which became *Wilson v. Dallas*; and the depositions which I took, as *pro se* Plaintiff in "Aiken 1337" of now-Governor McMaster; Respondent AG Alan Wilson; several members of the AG's staff; Kenneth Wingate, Esq. and Everett Kendall, Esq., as well as others.

3. In 2017, as *pro se* Plaintiff in Aiken 1337 I deposed a number of fact and expert witnesses who are named in both case Aiken 1337 and in Richland 4900.

4. I deny the claim that I have presented irrelevant matter; contested matter rather than fact; or matter not within the record, and note that over nine years many items have come into the record multiple times, and could be cited from any one of several sources.

5. I am informed and believe that Sweeny, Wingate & Barrow, P.A. (Wingate) and the Attorney General did not present any affidavits or sworn testimony of the 18 Respondents in support of their summary judgment motion because most of the Respondents, including Governor McMaster, have now, either publicly or under oath, or both, rejected many or all of the positions which Wingate took for them in the Richland 4900 Complaint and would, in whole or in part, provide facts which support the counterclaims which Mr. Buchanan and I raised, namely:

- a. The AG's "stipulation" that Tommie Rae was Brown's spouse, then giving her a quarter of Brown's "I Feel Good" Charity for her termination rights was unwise.
- b. Richland 4900 was brought to interfere with Buchanan's and Pope's payment contract which was modest compared to the tens of millions of dollars in litigation costs spent since 2007 by those seeking to seize control of the James Brown assets and \$4 million or more income a year by denigrating them.
- c. Many of the Respondents have made false statements to the Probate Court and other Courts and Buchanan and Pope have been injured thereby.
- d. The \$79 million devaluation of Brown's worldwide music empire was planned to damage Buchanan and Pope and did so.
- e. Richland 4900 was brought to stop the appeal which became *Wilson*.
- f. The AG's decision to transfer about \$2 million of income a year and 52 ½% of Brown's "I Feel Good" Charity to Tommie Rae and six acknowledged children in exchange for their termination rights was unwise because termination rights will never affect anything except U.S. royalties, about half of the \$4 million, and there are multiple strategies for a charity to limit the dissipation by termination rights.
- g. The AG's decision to stop DNA testing and our proper heirs determination proceeding was unwise and costly.
- h. Dissolving James Brown's Trust for 7 specific grandchildren to age thirty-five and giving 47 ½% of Brown's assets to the AG's (New) Charity which was never properly formed; properly qualified with the IRS; or properly dissolved was unwise.

i. Making James Brown's 7 grandchildren have to look to the AG for their education was unwise, and did not serve them well.

j. Buchanan and Pope reasonably, and temporarily, rejected the \$100 million offer made in 2007 over which they were sued in Richland 4900.

k. The \$99 million (less \$15 million TIAA debt) value we place on Brown's worldwide music empire was reasonable, conservative, and consistent with the method of valuation used in the estate of songwriter Harlan Howard and accepted by the IRS.

l. The approximately \$400,000 value Buchanan and Pope assigned to the household goods Brown devised to six children was extremely conservative, but the zero, or near zero value assigned by Bauknight was unacceptable.

m. Bauknight's valuation of Brown's valuable right of publicity at zero, or near zero, to discredit "Bobadele" damaged them and was without basis.

n. Bauknight's ill-gotten \$10,000 IRS refund was the result of a \$5 million overstatement of debts and deductions, and the \$79 million devaluation caused tremendous income tax problems with no corresponding estate tax benefit.

5. I believe that the Complaint in this suit, excerpts of which are attached hereto as Exhibit A [emphasis supplied], with information derived from the record, makes clear that Wingate lacks either jurisdiction, or authority, or both, to file any brief or motion for a majority of Respondents, including the James Brown Legacy Trust and the Attorney General. I have set my reasons out below.

The Private Wingate Firm May Not Speak for the Attorney General

6. I agree with Solicitor General Robert Cook, who testified that in his many years as Solicitor General he has never seen a case like Richland 4900.

7. I am informed and believe that it violates my Due Process rights and the Constitution and Separation of Power of the State of South Carolina to use the mighty office and power of the State to bring a tort suit against South Carolina citizens for the benefit of nonresident Plaintiffs, including minors; for the AG not to control the litigation

or review any pleadings; for the State/AG to share Wingate, a private law firm, with private Respondents; and for the AG to claim 10% of the charitable legal fee expected to be derived from suing trustees who are defending the charity and estate plan.

8. Wingate, with knowledge that AG McMaster had not signed the Wingate Contract, secreted the Wingate Contract for more than three years under both discovery and FOIA, and secured the dismissal of the January 2011 effort Mr. Buchanan and I made to have an early determination of the legality of Wingate's suing us on behalf of the AG for the primary benefit of Tommie Rae and the AG's (New) Charity.

9. Bauknight and Tommie Rae aided in secreting the Wingate Contract by seeking to intervene in a FOIA suit so that it could be delayed; transferred to Richland County; and subordinated to discovery in Richland 4900.

10. What happened in Richland 4900 stands in stark contrast to what happened in *Langford v. McLeod* in 1977, and in *State Treasurer vs. Bank of New York Mellon*, which was filed in 2011. In Mellon, the private attorneys were under the direction of the State Treasurer, and AG Wilson had approved their engagement. The action was for the benefit of South Carolina retirees; and the AG ultimately entered on behalf of the Plaintiffs, and for the benefit of South Carolina employees.

11. In Richland 4900 Attorney General McMaster stated emphatically under oath that he did not sue Mr. Buchanan and me. He testified that he did not authorize Bauknight to speak "on behalf of" the AG in Richland 4900. He testified that he did not know he had been named as a Richland 4900 Plaintiff (and would be receiving 10% of the charitable legal fee) until after leaving office.

12. The fact that Everett Kendall, Esq., testified (in documents filed in this Case) that someone had told him the State might not be enforcing all of the terms of its unsigned "contract" with Wingate makes Wingate's claim that it speaks for the State/Attorney General even more troublesome.

13. By 2013 Wingate was fully aware of the actual conflict it had in representing the AG, who had told the Supreme Court he was getting out of Richland 4900.

14. I am informed and believe that the post-dismissal-as-a-party entry by general appearance of the Attorney General, where his only general appearance prior to dismissal was in the FOIA suit, which was consolidated but not merged with Richland 4900, does not cure the unconstitutional problems, because the suit is still being waged against me for the benefit of Tommie Rae, the AG's (New) Charity, which Bauknight and the AG claim is private, and other private individuals.

15. I am informed and believe that Wingate has unclean hands in claiming to act for both the AG and others, as more fully set out below.

16. I am informed and believe that there can be no waiver of the requirement that the Attorney General follow the Constitution, but, if waiver were possible, Mr. Buchanan and I did not waive our challenges. Since 2010 we, and now I, have consistently objected to the AG's participation through private counsel under the above circumstances.

Wingate's Support for the May 29, 2013 Announced Intention to Disregard *Wilson*

17. To the extent either Wingate or Bauknight now has the authority to speak for the Attorney General (or any other party), it is in accordance with the announced plan of Tommie Rae and former clients of Louis Levenson, Esq., (Levenson) to the Honorable

Doyet A. Early, III (Judge Early) on May 29, 2013 to ignore the decision of the South Carolina Supreme Court in *Wilson v. Dallas* and reinstate the AG's 2008 settlement which dismembered James Brown's estate plan.

18. I am informed and believe that striking the filings; correction of the parties; and granting related relief as request in my motions and returns to motions will help the Court understand whether two separate attorneys may speak for the AG in this appeal, where only Wingate spoke in requesting summary judgment; who is speaking for the Legacy Trust, over which the AG has effective control; and who is speaking for the AG's (New) Charity, and I request that I not be required to respond to any filing until the parties are corrected or dismissed.

The Legacy Trust May Not Act While Claiming it Does Not Exist

19. I am informed and believe that it would be manifestly unjust for Wingate to be able to file a brief on behalf of the Legacy Trust, the primary beneficiary of Richland 4900, at the same time it is claiming in a FOIA appeal from this case that it does not exist.

20. I have repeatedly sought to have the successors in interest to the Legacy Trust, which has claimed since 2013 that it does not exist, properly identified and made parties to this case, but Judge Early exempted them from being identified and required to attend mediation in 2015.

21. In 2016, with no evidence of how it had dissolved and no accounting, Judge Early ruled in a FOIA case that the Legacy Trust did not exist, yet Wingate continued to pursue discovery and summary judgment for the Legacy Trust in Richland 4900.

22. At the 2017 deposition of AG Alan Wilson, he confirmed he had no idea what the Legacy Trust or the AG's (New) Charity was.

23. I am informed and believe that the purpose of Rule 17 SCRPC and the "real party in interest" provisions is to protect me, and others like me, from having to be sued more than once over the same issues.

24. Mr Buchanan and I have already been sued by David Bell, Esq., in two separate courts in which Respondent Terry Brown (Terry) and Forlando, his now-real-party-in-interest as to James Brown's estate and the Legacy Trust, both represented by Mr. Bell, were simultaneously taking opposite positions about James Brown's assets, and I want this case to end without having to face such a situation again.

25. I have vigorously pursued the substitution of Tommie Rae, the AG's (New) Charity, Terry, Forlando, Larry, Daryl, Yamma and Venisha Brown, Deanna Thomas, and Bauknight, if he still holds Legacy Trust assets, as the successors in interest to the Legacy Trust and the primary Plaintiffs/Respondents and real parties in interest to this action.

26. If these persons are not promptly substituted, I am informed and believe that the Court should take appropriate action to secure the termination rights proceeds that were placed in the Legacy Trust in January 2009; dismiss their complaint against me; reverse the order granting them summary judgment as to the Buchanan/Pope counterclaims; and allow me to conclude this case.

26. I am informed and believe if this critical substitution is not made the Court will lose jurisdiction over the parties and the termination rights proceeds which should be available to pay both costs under the Wingate Contract and any counterclaim I secure.

27. I am informed and believe that correction of the parties is critical because some Richland 4900 Plaintiffs (Deanna, Tonya and Yamma) are now asserting that other Richland 4900 Plaintiffs (Larry, Daryl, Tommie Rae and her son James) are not Brown's

heirs under the Copyright Act, but all represented to multiple Courts from and after January 2009 that all had put their termination rights proceeds, whatever they might be, in the Legacy Trust.

28. I ask the Court to strike the current brief of Respondents because the Legacy Trust does not exist; give Wingate a reasonable period to identify and substitute as Plaintiff/Counterclaim Defendants/Respondents the successors in interest and re-file; and, if it fails, dismiss the Legacy Trust's complaint; and reverse the summary judgment as to my counterclaims. I also ask that the brief and filings by the Attorney General be stricken because his late entry (after dismissal and summary judgment) does not cure the constitutional defects in this 2010 suit.

Wingate Lacks Authority to Act for the Deceased Venisha

29. I am informed and believe that neither Wingate nor Bauknight has any authority to act for Venisha, who died intestate a resident of Aiken County, SC in September 2018.

30. When I moved the Circuit Court to lift the stay to correct the parties, including to substitute a personal representative (PR) for Venisha, Wingate and Bauknight filed a strong response, claiming that substitution of a PR would be an easy matter, but it was not.

31. In 2018 a lawyer with no knowledge about Venisha's claimed vested interest in the termination rights proceeds to U.S. royalties to more than 230 copyrights between 2018 and 2026 claimed to the Probate Court that Venisha died intestate and had no assets. He applied for Respondent Deanna Thomas to be PR.

32. Deanna Thomas then used the sworn, incorrect statement of the innocent lawyer to substitute herself for Venisha in a Federal lawsuit in which it appears that someone other than Vensiha may have contracted to pay Marc Toberoff, Esq. 40% for collection of the termination rights proceeds which she put in the Legacy Trust in 2009.

33. In addition to these vested rights, as an owner (or successor) to the Legacy Trust, Venisha has a valid claim to 4.79% of the termination rights of others.

34. From 2011 until 2019 Bauknight and Wingate refused to appoint a GAL for Venisha even though she, at most times, was either incarcerated or unable to be found for deposition. Yet Wingate pursued summary judgment on her behalf.

35. I am informed and believe that Wingate never sent the proposed, generous settlement offer I made to Venisha in 2012 to her.

36. I am informed an believe that Venisha never gave anyone a valid power of attorney, but Wingate acted for her, as did Levenson and Bauknight.

36. A hearing is schedule for June 2019 on the request of Deanna, Levenson and Pope for the appointment of a PR who will protect the valuable settlement Levenson secured for her, but then placed in jeopardy by bringing a baseless complaint against Mr. Buchanan and me in Richland 4900 in 2010.

37. In addition to the termination rights owned through the Legacy Trust, Venisha's Estate owns valuable tangible personal property and a potential cash settlement, but also faces large creditor claims.

Wingate Cannot Speak for the Former Minors

39. I am informed and believe that Wingate lacks standing to speak for five former-minors and James, who now lives in London, UK, and will be 18 on June 15.

40 I am informed and believe that both Wingate and Bauknight have improperly resisted a GAL for the minors, who do not agree with the positions they have taken for the minors.

41. As the exhibits show, I am also informed and believe that neither Levenson nor Wingate nor Bauknight presented the offers I made to them in 2012, and since.

Wingate Cannot Speak for Any Former Levenson Client

42. I am informed and believe that Levenson signed the 40% Wingate contingency fee contract with no authority, and that Wingate helped secrete it for years to prevent the Court from knowing he was not authorized to act for many Respondents, including the Attorney General.

43. The position of Wingate and Bauknight was made more troublesome when they intervened in FOIA cases for the Levenson clients, and prevented their attendance at mediation, even after they terminated Levenson.

44. The deposition of Mr. Kendall, on file in this case, confirms that there were no reasonable efforts to alleviate these conflicts.

Wingate Lacks Standing to Speak for Terry and Forlando

45. In January 2011 Sr. Assistant Attorney General Havird "Sonny" Jones distributed an amendment to the Legacy Trust, also known as the "Settlement Entity," signed by the Attorney General, Terry and others, accompanied by an assignment by Terry to Forlando of all his interest in the estate and Terry's right of first refusal (ROFR) under the AG's settlement to buy the music empire.

46. In the same month Forlando, still closely associated with Dallas and Cannon, planted the false Grammy© claim which would be noted by the Supreme Court two years later.

47. Bauknight and Wingate kept secret that Forlando, who was taking opposite positions in the State and Federal Courts, was a 4.79% owner of Plaintiff Legacy Trust.

48. That year Bell took the position for Terry before the Supreme Court that Brown's worldwide music empire was worth only \$4.7 million, while Forlando – his secret real-party-in-interest – continued to confirm to the Federal Court that \$150 million dollar offers were available, a much closer figure.

49. In 2012 Bauknight failed to correct the record when Forlando told the Federal Court, after asking to drop his frivolous 4-year suit, that he had no assets and no expectation of assets unless Terry died.

49. By 2013 Bauknight had hired Wingate to prevent counsel who had represented Mr. Buchanan and me in the 4-year effort to reinstate Cannon and Dallas from being paid, and Mr. Bauknight ever claimed under oath that the transfer to Forlando had not taken place.

50. By 2014 Forlando had notified Wingate that he was terminated and John Donsbach, Esq., appeared in this and numerous other cases for both Terry and Forlando. Yet Wingate and Bauknight kept acting for Terry, despite the transfer to Forlando and termination of both Bell and Wingate.

51. In his 2016 deposition Mr. Kendall did not know of any changes in the Richland 4900 parties.

52. In 2018 Mr. Donsbach notified the Circuit Court in Richland 4900 and multiple other Courts, that he had been terminated by Forlando and Terry, and that the two were now *pro se*. Yet Wingate filed a brief for Terry, who no longer holds an interest in Richland 4900, but who should remain in because of my counterclaims.

53. I am informed and believe that the sleight of hand of Dallas, Forlando and Terry will continue if the brief and related documents are not stricken and Forlando not made the correct real party in interest, or Terry's complaint dismissed, with the counterclaims to remain.

The Brief and Proposed Record are Proper Under the Rule

54. As will be shown in the attached List of Exhibit and other documents, all of the citations in the brief are proper.

55. Where I have stated matters under oath, or they have been stated by others, I believe that if they are believed to be inaccurate some other person should say so, under oath.

56. I do not believe I have abandoned any concerns raised in the brief regarding the appealed orders.

57. The Statement of the Case is a concise history of this convoluted and unconstitutional case, and the statements made are necessary to an understanding of the appeal of summary judgment as to my counterclaims being granted prior to completion of discovery to persons to whom I never owed any duty; an entity which does not exist; a deceased person who could not be found; an Attorney General working for the benefit of a contested spouse living in London, U.K., five former minors who did know they were Plaintiffs and never had a GAL; and several who are simultaneously suing Mr.

Buchanan and me for not accepting a \$100 million offer for James Brown's music empire and claiming it was worth only \$4.7 million when he died.

58. The description of *Wilson v. Dallas* (Resp. Mot.P1.) is not only non-argumentative, but critical to this appeal, since the summary judgment motion was made solely from reliance on *Wilson*.

59 Respondents mischaracterize Richland 4900 (P.2) as a "breach of duty" case, when, as to the Legacy Trust, for whom it was brought, it is a "never had a duty case;" and as to grandchildren, it is a "saving the trust the Attorney General took away" case.

60. While Bauknight is now clearly the PR/Trustee, from 2009 until 2013 his appoint, it is undisputed, was VOID. [See p. 4, R. Motion].

61. Respondents' assertion (p.4) that there are misstatements about the Legacy Trust overlooks that it is Bauknight and other Respondents who have changed their positions about it.

62. The showing that Mr. Buchanan and I had brought in \$7.83 million in 18 months and delivered assets to Bauknight with a value of \$99 million was made part of the record in this case by Plaintiff/Respondents through Beth Bauknight, CPA, and custodian of records, who filed our accounting with the Court more than seven years ago.

[See Resp. p. 4 – 5]

63. Respondents' paragraph-by-paragraph analysis of what he does not like about the undisputed facts does not point out to any impropriety under the rules, and, in particular the repeated expression of the AG of his pleasure with Bauknight after he learned directly from me of the \$79 million devaluation and the damage it had done to Brown's "I Feel Good" Charity is both relevant and undisputed.. [R. p.5]. Further, Solicitor

General Cook, by sworn deposition, recalled the meeting, and did not believe that I appeared greedy or incompetent as documents which contain his name, but not his signature, have suggested.

64. The objection of Respondents that matters in the brief are "only self-supported by Pope's pleadings and affidavits", pages 6 and following of the Respondents' motion, overlook that they are supported by testimony of many persons, including depositions of seven Respondents, and I have noted on page six of the attachment to my affidavit some of the parties deposed in this case.

65. Every sentence complained of by Respondents is fully supported by the voluminous record in this case, and, for example, the fact that Brown's music empire was reported at \$84 million, \$99 million less a \$15 million debt is contained so many times within the record that it would be difficult to find them all. (R. Mot, p. 8)

66. Where I have stated of my personal knowledge the interactions I have had with the Attorney General and staff over the last eleven years, if they challenge my memory, either an affidavit or a deposition presented at the summary judgment hearing was the place to refute my claim.[See p 8 – 11).

67. Summary Judgment was granted on the basis that all of the facts, including the many facts I stated in affidavits which are supported by the depositions of Daryl, Deanna, Yamma, Solicitor General Cook Governor McMaster, AG Wilson, Everett Kendall, Esq., Kenneth Wingate, Esq., Terry, Larry, Tonya, R.B. Alexander, Respondents' expert William Ellison Thomas, CPA, Respondents' expert Roger Miller, Sr. Asst. AG Havird "Sonny" Jones, Asst. AG Mary Frances Jowers, and others, did not matter, and

that solely the ruling in *Wilson v. Dallas* matters, but the undisputed facts I have presented show:

1. The false Grammy© claim was baseless and planted by Forlando.
2. The “extreme discord” was not of our making, and has continued for ten years without us.
3. The claim that Mr. Buchanan and I intentionally overstated the value of Brown’s assets by \$79 million to get a \$5 million commission was false, malicious, and intended to damage our careers and reputations, which it did.
4. The Attorney General joined in the baseless claim that the \$4.7 million was a “professional appraisal” when it was nothing more than Peter Afterman, with no qualifications, doing what Tommie Rae’s advisors told him to do, then Bauknight overstating deductions to the IRS by \$5 million, including claiming \$2.8 million was going to the AG’s (New) Charity which had apparently not even been formed, and when \$2 million was not even going to the AG’s (New) Charity, but to family.
5. For the AG to adopt a valuation which costs hundreds of thousands of dollars in income tax and reduces the annual required scholarships for needy students from \$3 million or more to under \$200,000 just to damage Buchanan and Pope was unfair at best.

68. I deny that any statement made in the brief is a “gross mischaracterization” of anything, and note that no affidavit of the Attorney General or any party supports the claim that there has been any misstatement.

69. On page 9 Respondents chide me, and perhaps Mr. Buchanan, for thinking it was a good idea to complete a proper heirs determination back in 2009 in order to seek ways to “split heirs” and protect the 900 copyrights James Brown gave his “I Feel Good” Charity, but the undisputed record, of which the Court may take judicial notice, is that the Attorney General’s declaring James Brown’s heirs and stopping the heirs proceeding and

DNA testing of those challenging the estate plan has led to a decade of unnecessary discord and acrimony.

70. I am happy that *Private Foundations, Copyright Heirs and Musical Millionaires: why the James Brown "I Feel Good" Trust doesn't...* has been available since 2011 to help other charities owning copyrights, and hopefully Attorneys General, not fall into quick solutions and pitfalls where basic issues such as a proper determination of heirs under the Copyright Act, which differs from State law, is so critical.

71. The Supreme Court order of June 10, 2015 was, of course, one of the saddest moments in my long, and otherwise happy, legal career. But I know that it was the direct result of Judge Early's excluding Mr. Buchanan and me from the James Brown proceedings two years earlier; not telling the Court about the announced intention of Tommie Rae and the Levenson clients made to him on May 29, 2013 that they were going to disregard *Wilson v. Dallas* and reinstate the Attorney General's settlement which dismembered the "I Feel Good" Charity; his repeating of incorrect claims made by Mr. Bauknight, including that he had reduced the TIAA debt by \$14 million, when it was only \$11 million LESS a \$2 million escrow applied to the last payment. For example, Judge Early told the Court that my SA claim was \$2 million when it was only \$48,000 and interest since it was awarded in 2008.

72. While various others pointed out other errors in Judge Early's status report, Mr. Buchanan and I were not invited by the Supreme Court to respond, and did not.

All Facts in the Brief are Appropriate Under Rule 56

73. The summary judgment order which, with others, is the subject of this appeal relates to a 2016 motion for summary judgment made prior to the conclusion of discovery;

awarded in 2017, prior to the conclusion of discovery; and finalized in 2018, requiring this appeal, while a stay was pending from another grant of summary judgment.

74. In seeking the 2016 summary judgment as to all of our counterclaims Wingate claimed that discovery was not necessary, and that the matter could be decided without facts, but the testimony of the Governor, the Attorney General, many Respondents, and several of Respondents' experts shows that the facts on which the Supreme Court relied were the direct, and intended result, of this unconstitutional lawsuit.

75. In *Wilson v. Dallas*, with no inquiry to confirm its accuracy, the Attorney General, relying only on Mr. Jones, joined Bauknight, whose counsel was coached by counsel for Tommie Rae, in making a number of misrepresentations to the Supreme Court, namely:

a. *The incorrect claim that James Brown's music empire was worth \$4.7 million at his death.* [See Depos., Smith, filed 7/14/17, p.3] Yet Respondents own expert Roger Miller places the value of the 900 copyrights alone at 15 – 20 times annual revenues. [At least \$3 million when James Brown died, and \$4 million when Mr. Buchanan and I served.]

b. *The incorrect claim that Buchanan and Pope overstated the value of the music empire by \$79 million on a sworn estate tax return to secure a \$5 million commission on a \$5 million estate.* This claim is clearly disputed by experts Roger Miller, R.B. Alexander, the \$100 million 2007 offer, the two 2008 letters of intent; the Cox 2007 valuations; the 2006 RBS loan agreement which required a professional valuation of \$42 million or more for royalties to 850 of the 900 copyrights; and scores of other supporting facts.

c. *The incorrect claim that Tommie Rae's elective share claim was a "slamdunk".* The AG gave five claimed children of Brown a quarter of Brown's "I Feel Good" Charity and \$1 million a year of income, they agreed. But not before, and not after.

d. *The incorrect claim that nobody's trying to buy the James Brown assets.* Respondents designated expert Roger Miller testified that "frothy" investors were seeking when Brown died, and still seeking, "solid gold" music catalogues such as Brown's.

e. *The incorrect claim that Termination Rights are automatic.* In fact termination rights are complex to elect, and must generally be made at least two years in advance. See notices filed by Tommie Rae, with assistance of Peter Afterman, in 2013 for 2015 – 2023. .

e. *The incorrect claim that James Brown's Estate and 2000 Trust have no corpus to speak of.* This contrasts sharply with Bauknight's 2018 admission to a Federal Court that tens of millions of dollars had been spent in litigation costs since 2007 and the fact that only three of 900 copyrights had been affected by termination rights when Tommie Rae was deposed in 2016.

f. *If the AG's 2008 settlement is not upheld, there will be nothing in the "I Feel Good" Charity in 2023.* If tens of millions of dollars had not been spent for litigation between 2007 and 2018 – not by Buchanan and Pope – this statement would be entirely without merit.

g. *Termination rights are all this case is about.* Neither the Supreme Court nor the Circuit Court was ever told that termination rights under the Copyright Act apply on U.S. royalties, which make up only about half of Brown's \$4 million annual worldwide royalties.

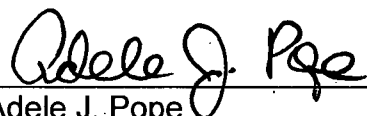
h. *The AG's 2008 settlement saved taxes.* The claimed \$10,000 estate tax "refund" secured by Bauknight with the devaluation of the music empire to discredit "Bobadele," like other aspect of the AG's settlement, came at a high cost to Brown's "I Feel Good" Charity. With no corresponding estate tax benefit, under the "Fractional Share" division between the "I Feel Good" Charity and the Trust for 7 grandchildren, Bauknight's devaluation to \$4.7 million increased the 7 grandchildren's share from 1/42 to 3/10, unnecessarily exposing \$1 million or more a year to high income tax, until it returns to the "I Feel Good" Charity as the 7 grandchildren reach 35. [See Trust]

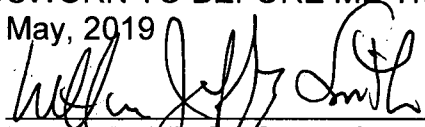
76. While I have no involvement in what has happened in the James Brown Estate and 2000 Trust since 2013, I do have a material stake in clearing my reputation where the Attorney General and Bauknight acting on behalf of the AG have, since 2011, made false claims against me.

72. I deny that anything in the brief is irrelevant, as suggested on pages 10 and 11, because Richland 4900 was brought to damage Mr. Buchanan and me and ruin our careers when there was not basis to do so except that we dared to do what the James Brown's documents, under which we served – required of us.

73. Attached hereto is just a sampling of the thousands of pages of documents which show how hard Mr. Buchanan and I tried to reach a fair resolution with the people who had sued us, and to whom we owed no duty, without damaging the grandchildren Plaintiffs and "I Feel Good" Charity for which we worked from November 20, 2007 until May 8, 2013.

FURTHER DEPONENT SAYETH NOT.


Adele J. Pope

SWORN TO BEFORE ME This 31st Day of
May, 2019

Notary Public for South Carolina (LS)
My Commission expires: Feb 27, 2027

List of Exhibits

- Exhibit A – Portions of Richland 4900 Complaint, with Emphasis and notes, showing Respondents who have been deposed; \$100 million offer; and simultaneous claim of overvaluation, pp 1 – 11
- Exhibit B – Excerpts from 24-Page listing of documents filed, actions, in Richland 4900, pp 12 -18
- Exhibit C – Portion of Buchanan and Pope Answer and Counterclaim, pp. 19 – 46
- Exhibit D - Affidavit of Adele Pope Opposing Striking Offers of Judgment , August 2012, pp. 47 -- 52
- Exhibit E – Affidavit Supporting Dismissal of Daryl, Lindsay, Janise and Bauknight as their Agent if They fail to appear at deposition, July 2012, pp. 53 – 35
- Exhibit F – Offer of Judgment (partial) of Pope to Jason Brown-Lewis, 2012, pp. 55 – 58
- Exhibit G – Offer of Judgment (partial) of Pope to Daryl Brown, 2012, pp. 59 – 62
- Exhibit H – Offer of Judgment (partial) of Pope to Estate of James Brown , 2012, pp. 63-66
- Exhibit I – Offer of Judgment (partial) of Pope to Venisha Brown, 2012, pp. 67 – 71
- Exhibit J – Offer of Judgment (partial) of Pope to Carrington L., then a minor, 2012, pp. 72 – 73
- Exhibit K – Corrected Offer of Judgment (partial) of Pope to Lindsey and Janise, 2012, pp. 74 – 77
- Exhibit L – Plaintiffs’ Motion to Strike Offers of Judgment, 2012, pp. 78 – 80
- Exhibit M – Proof of ADR, October 2012, p. 81
- Exhibit N – Affidavit in Support of Injunction Against Wingate and Disqualification, pp. 82 - 86
- Exhibit O – Motion for Summary Judgment as to Terry and Bauknight as Agent, pp. 87 - 93
- Exhibit P – Return to Protective Order (Tommie Rae), 2013 pp. 94 - 100
- Exhibit Q – Motion of Attorney General to Amend Answer (FOIA), March 2013, pp. 101- 104
- Exhibit R – Motion for Summary Judgment , Bauknight, Various Capacities, Mar.27, 2013, pp.105- 107
- Exhibit S – Letter of Wingatte to Judge Manning, March 27, 2013, pp. 108 -109
- Exhibit T – Letter Silvernail to Judge Manning, April 16, 2013, p. 110
w/Motion to Add Forlando Brown as Party, 2013, pp 111- 112
- Exhibit U – Ltr. Silvernail to Judge Manning, dtd. May 14, 2014, p 113
- Exhibit V – Email Chain 2015 re: Mediation , pp. 114 - 118
- Exhibit W – Email to Newsome.(re: Order, Legacy Trust) 2015, p. 119

Exhibit X – Response of Daryl Brown to Judge Early’s Status Report, 2015, pp. 120 - 122

Exhibit Y – Motion for SJ as to Counterclaims , 2016, pp. 123- 124

Exhibit Z – Memo Summary Judgment (partial), pp. 125 -126

Exhibit AA– Affidavit , Summary Judgment Janise, w/ sample of exhibits 2016, pp. 127 - 134

Exhibit BB – Judge Manning Order of Dismissal, 2012, pp. 135 - 136

Exhibit M – Status Report of Judge Early, with notes, pp. 137 - 141

EXHIBIT
A

201 CCP4004900

STATE OF SOUTH CAROLINA
COUNTY OF RICHLAND

RUSSELL L. BAUKNIGHT, as Trustee of
the James Brown 2000 Irrevocable Trust and
the James Brown Legacy Trust, as Personal
Representative of the Estate of James Brown,
and on behalf of Henry Dargan McMaster, in
his capacity as Attorney General of the State
of South Carolina; Tommie Rae Brown,
individually and on behalf of her minor child,
James ~~Brown~~; Daryl J. Brown, individually
and on behalf of his minor child Janise
Vanisha Brown; Lindsey Delores Brown;
Deanna J. Brown Thomas; Jason Brown-
Lewis; Yamma N. Brown, individually and
on behalf of her minor children Sydney
Lumar and Carrington Lumar; Tonya Brown;
Venisha Brown Larry Brown; and Terry
Brown

and

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

Plaintiffs

v.

• Adele J. Pope and Robert L. Buchanan, Jr.,
Defendants

IN THE PROBATE COURT

Civil Action No. 2006C4000073

SUMMONS

10 MAY 19 PM 1:08
ANTHONY J. BUCHANAN
PROBATE JUDGE
RICHLAND COUNTY, S.C.

FILED

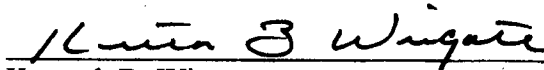
FILED
2010 JUL 26 AM 11:47
JEANETTE W. McBRIDE
C.C.P. & G.S.

TO: THE DEFENDANTS, ADELE J. POPE AND ROBERT L. BUCHANAN, JR.:

YOU ARE HEREBY SUMMONED and required to answer the complaint herein, a copy of which is herewith served upon you, and to serve a copy of your answer to this complaint upon the subscriber, at the address shown below, within thirty (30) days after service hereof, exclusive of the day of such service, and if you fail to answer the complaint, judgment by default will be rendered against you for the relief demanded in the complaint.

Respectfully submitted,

SWEENEY, WINGATE & BARROW, P.A.



Kenneth B. Wingate
Everett A. Kendall, II
1515 Lady Street
Post Office Box 12129
Columbia, South Carolina 29211
(803) 256-2233

ATTORNEYS FOR THE PLAINTIFFS

Columbia, South Carolina
May 19, 2010

**STATE OF SOUTH CAROLINA
COUNTY OF RICHLAND**

RUSSELL L. BAUKNIGHT, as Trustee of the James Brown 2000 Irrevocable Trust and the James Brown Legacy Trust, as Personal Representative of the Estate of James Brown, and on behalf of Henry Dargan McMaster, in his capacity as Attorney General of the State of South Carolina; Tommie Rae Brown, individually and on behalf of her minor child, James Brown II; Daryl J. Brown, individually and on behalf of his minor child Janise Vanisha Brown; Lindsey Delores Brown; Deanna J. Brown Thomas; Jason Brown-Lewis; Yamma N. Brown, individually and on behalf of her minor children Sydney Lumar and Carrington Lumar; Tonya Brown; Venisha Brown Larry Brown; and Terry Brown

and

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

Plaintiffs

v.

Adele J. Pope and Robert L. Buchanan, Jr.,
Defendants

IN THE PROBATE COURT

Civil Action No.

**COMPLAINT
(Jury Trial Demanded)**

FILED
10 MAY 19 PM 1:08
2010 JUL 26 AM 11:47
RICHLAND COUNTY, SOUTH CAROLINA
CLERK OF COURT
JEANETTE L. MCBRIDE
C.C.P. & G.S.

FILED

COME NOW THE PLAINTIFFS who, for their claim for relief against the Defendants, allege and will show as follows:

PARTIES

1. Russell L. Bauknight is the court-appointed Trustee of the James Brown 2000 Irrevocable Trust and the Trustee of the James Brown Legacy Trust. Bauknight is also the court-appointed Successor Personal Representative of the Estate of James Brown, the celebrated entertainer, who died on December 25, 2006, a resident of Aiken County, South Carolina. Bauknight serves in each of these capacities pursuant to a Settlement Agreement approved by Order of the Aiken County Circuit Court dated May 26, 2009.

2. Bauknight brings this action as Trustee of the James Brown 2000 Irrevocable Trust (hereinafter "the Trust") and as Trustee of the James Brown Legacy Trust, and as Personal Representative of the Estate of James Brown (hereinafter "the Estate"), and on behalf of the beneficiaries of the Estate and the Trusts. Bauknight is hereinafter referred to as "Trustee Plaintiff."

3. The following are parties to this action by virtue of their being beneficiaries of the Estate of James Brown and/or the James Brown 2000 Irrevocable Trust and/or the James Brown Legacy Trust. These Plaintiffs will hereinafter be referred to as the "Beneficiary Plaintiffs" and include:

- a. Henry Dargan McMaster in his capacity as the Attorney General for the State of South Carolina;
- b. Tommie Rae Brown, individually and on behalf of her minor child, James Brown
III;
- c. Daryl J. Brown, individually and on behalf of his minor child Janise Vanisha Brown;

Complaint

- d. Lindsey Delores Brown; Deposed
- e. Venisha Brown;
- f. Deanna J. Brown Thomas; Deposed
- g. Jason Brown-Lewis; Deposed
- h. Yamma N. Brown, individually and on behalf of her minor children, Sydney Lumar and Carrington Lumar; Deposed
- i. Larry Brown; Deposed
- j. Tonya Brown; and Deposed
- k. Terry Brown Deposed

4. Defendants were formerly Personal Representatives of the Estate of James Brown and Trustees of the James Brown 2000 Irrevocable Trust.

JURISDICTION AND VENUE

5. The Estate of James Brown is being probated in Aiken County, South Carolina.

6. The principal place of the administration of the Trust is Richland County, South Carolina. The Trustee maintains his usual place of business in Richland County, South Carolina. The records pertaining to the Trust are kept in Richland County, South Carolina.

7. Defendant Adele J. Pope is, upon information and belief, a resident of Newberry County. At all times pertinent to the matters alleged herein, Pope was a licensed attorney with her law office located in Richland County, South Carolina. During the time she served as a co-trustee of the James Brown 2000 Irrevocable Trust, she maintained her office and kept all documents relating to the Trust and the Estate in Richland County.

8. Defendant Robert L. Buchanan, Jr. is, upon information and belief, a citizen and resident of Aiken County, South Carolina. At all times pertinent to the matters alleged herein, he

Complaint

Representatives and Trustees and appointed the Defendants Robert L. Buchanan, Jr. and Adele J. Pope as substitute Personal Representatives and Trustees.

15. Following additional litigation in the Aiken County Circuit Court, the Beneficiary Plaintiffs entered a comprehensive settlement resolving all their disputes and ending the litigation between them, which agreement was, after an extensive hearing, approved by the Aiken County Circuit Court by an Order entered on May 26, 2009. That Order also removed the Defendants as the substituted Personal Representatives and Trustees.

FOR A FIRST CAUSE OF ACTION
(Breach of Fiduciary Duty)

16. All allegations set forth above are incorporated herein.

17. As Personal Representatives and Trustees of the Estate of James Brown and the James Brown 2000 Irrevocable Trust, the Defendants owed fiduciary duties to the Estate, Trust and the beneficiaries of each (collectively "The Affected Parties"), including a duty of care, of impartiality, and of loyalty as well as a duty to prudently administer the probate and trust estates.

18. Upon information and belief, during their appointment as substitute Personal Representative and Trustee, the Defendants repeatedly and chronically breached their fiduciary duty to the Affected Parties in multiple ways, including but not limited to the following particulars:

- a. Failing to properly manage the estate and trust;
- b. Failing to engage necessary advisors and appropriate assistance to manage the estate and trust, causing, upon information and belief, millions of dollars of lost opportunities for the estate and trust;
- c. Failing to use due diligence in pursuing business opportunities for the estate and trust;

Complaint

- d. Failing to use due diligence in determining the value of the estate, thereby making the estate vulnerable to millions of dollars in unnecessary and incorrect tax liability;
- e. Mishandling an auction of personal property at great cost to the estate and trust;
- f. Failing to timely settle the debts of the estate;
- g. Failing to keep accurate accounting records for the estate and trust;
- h. Engaging in self-dealing by paying themselves hundreds of thousands of dollars in fees, which left the estate and trust with a solvency crisis;
- i. Failing to sell the assets of the estate and trust at a prudent time, for example, by failing to accept an offer to buy the estate and trust for \$100 million in November 2007, as demonstrated by their own testimony under oath, while, upon information and belief, the current value of the estate is now worth tens of millions of dollars less;
- j. Taking improper adversarial positions to the settlement entered into by the beneficiaries of the Estate and Trust and approved by the Circuit Court;
- k. Failing to account to the Attorney General as required by law;
- l. Wasting time and estate and trust assets engaging in federal court litigation which was personal to the Defendants rather than necessary to the administration of the estate and trust; Defending Against Forlano Suit*
- m. Refusing to follow the Circuit Court's instructions in executing the settlement agreement and fighting the settlement agreement despite their lack of standing and the fact that the settlement was approved by the Circuit Court as being in the best interest of the Estate;

* seeking to enjoin 2000 Trust until David Cannon + Albert Dallas reinstated

failing to obtain proper advice, under the pretext of not being able to afford such advice despite paying themselves hundreds of thousands of dollars in fees;

ii. Failing to understand the basic operation of federal copyright law and its impact on the estate and its valuation, including but not limited to tax valuation;

iii. Failing to timely conduct due diligence, as demonstrated by their own testimony under oath that "2009 was the year of due diligence."

p. Engaging in conflicts of interest, such as

- i. Paying themselves hundreds of thousands of dollars in fees while leaving the estate and trust virtually insolvent; All approved by Aiken Court
- ii. Serving as both Personal Representatives and Trustees while a significant issue in the administration of the trust and estate was whether the trust or the estate owned certain assets.
- iii. Continuing to conduct a vicious attack on the proposed settlement, upon information and belief, for the purpose of padding their own fees, which they claim to be \$5 million.

q. By misrepresenting or presenting inaccurate statements under oath to the Court;

r. By failing to file appropriate tax returns;

s. By allowing statutes of limitations to run, thereby preventing opportunities for the estate and trust to receive reimbursement for music rights misappropriated by others;

- t. By failing to comply with the requirements of the South Carolina Uniform Prudent Investor Act, including but not limited to the failure to implement an investment policy for the trust; and
- u. Artificially inflating the reported value of the estate, without any substantiation, and without any consistency, for the purpose of justifying their claim for approximately \$5 Million in fees.

19. Despite the terms of the Order of May 26, 2009, removing the Defendants as Personal Representatives and Trustees, the Defendants have nevertheless continued to breach their fiduciary duties to the Affected Parties by continuing to take actions harmful to the estate and trust and the interests of the Affected Parties, including but not limited to contesting the settlement by filing multiple appeals and objecting to substitution, all to the detriment of the Affected Parties and in violation of their fiduciary duty to the Affected Parties.

20. As a result of Defendants' breach of their fiduciary duties to the Affected Parties, the Plaintiffs are entitled to judgment against the Defendants for actual and punitive damages in such sums as may be proved at trial, together with prejudgment interest and interest on the judgment as provided by law, for attorney fees and the costs of this action, and for such other and further relief as may be provided by law.

FOR A SECOND CAUSE OF ACTION
(Breach of Trust)

- 21. All allegations set forth above are incorporated herein.
- 22. The acts and omissions of the Defendants constitute a breach of trust pursuant to S.C. Code Ann. § 62-7-1001(a).
- 23. As a result of Defendants' breach of trust, Plaintiffs are entitled to an order /

Complaint

(c) diminution in the future stream of profit and income from the corpus of the Estate and Trust.

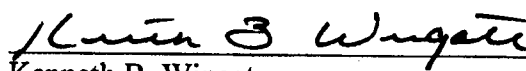
29. As a result of Defendants' negligent and grossly negligent acts and omissions, the Plaintiffs are entitled to judgment against the Defendants for actual and punitive damages in such sums as may be proved at trial, together with prejudgment interest and interest on the judgment as provided by law, for attorney fees and the costs of this action, and for such other and further relief as may be provided by law.

WHEREFORE, The Plaintiffs pray for a judgment against the Defendants for, relief as set forth above, actual and punitive damages in such sums as may be proven at trial, together with prejudgment interest and interest on the judgment as provided by law, for attorney fees and the costs of this action, and for such other and further relief as may be provided by law.

PLAINTIFFS DEMAND A JURY TRIAL.

Respectfully submitted,

SWEENEY, WINGATE & BARROW, P.A.


Kenneth B. Wingate
Everett A. Kendall, II
1515 Lady Street
Post Office Box 12129
Columbia, South Carolina 29211
(803) 256-2233

ATTORNEYS FOR THE PLAINTIFFS

Columbia, South Carolina
May 19, 2010



Richland County Fifth Judicial Circuit Public Index

Exhibit
B



[Richland County Home Page](#) [Online Payments](#) [Public Index](#) [City of Columbia Municipal Ct](#) [S.C. Judicial Department](#) [Summary Ct Dockets](#)

Switch View

Russell Bauknight , plaintiff, et al vs Adele J Pope , defendant, et al

Case Number:	2010CP4004900	Court Agency:	Richland County Common Pleas	Filed Date:	07/26/2010
Case Type:	Common Pleas	Case Sub Type:	Use AP Case Type 940	File Type:	Jury
Status:	Appeal	Assigned Judge:	Early, Doyet A. III		
Disposition:	Dismissed by Court - not Rule 40J	Disposition Date:	06/24/2016	Disposition Judge:	Early, Doyet A. III
Original Source Doc:		Original Case #:			
Judgment Number:		Court Roster:			

Case Parties Judgments Tax Map Information Associated Cases Actions Financials

Name	Description	Type	Motion Roster	Begin Date	Completion Date	Documents
Bauknight, Russell	NEF(05-14-2019 03:23:17 PM) Order/Order Cover Sheet \$25....	Filing		05/14/2019-15:52		
Bauknight, Russell	Order/Order Cover Sheet \$25.00	Filing		05/14/2019-15:23		
Pope, Adele J	NEF(03-01-2019 03:54:13 PM) Order/Order Cover Sheet \$25....	Filing		03/01/2019-16:02		
Pope, Adele J	Order/Order Cover Sheet \$25.00	Filing		03/01/2019-15:54		
Bauknight, Russell	NEF(02-26-2019 09:09:52 AM) Order/Lift Automatic Stay	Filing		02/26/2019-09:10		
Bauknight, Russell	Order Denying Defendant's Motions to Lift Stay pursuant to R	Order		02/26/2019-09:09		
Bauknight, Russell	NEF(02-25-2019 10:07:41 AM) Proposed Order/Lift Automati...	Filing		02/25/2019-14:55		
Bauknight, Russell	Order/Order Cover Sheet \$25.00	Filing		02/25/2019-10:07		
Pope, Adele J	NEF(02-06-2019 12:57:55 PM) Response	Filing		02/06/2019-14:17		
Pope, Adele J	NEF(02-06-2019 12:56:27 PM) Response	Filing		02/06/2019-14:15		
Pope, Adele J	Reply To Return By SWB To Motion Of Appellant To Lift Stay	Filing		02/06/2019-12:57		
Pope, Adele J	Return And Opposition To Motion To Strike Petition To Lift S	Filing		02/06/2019-12:56		
Bauknight, Russell	NEF(02-01-2019 03:57:43 PM) Motion/Strike	Filing		02/01/2019-16:42		
Bauknight, Russell	Motion/Strike	Motion		02/01/2019-15:57		
Bauknight, Russell	Return/Nulla Bona	Filing	12	02/01/2019-15:57		

	Mediation				
Bauknight, Russell	Motion/Motion Filing Fee	Filing		05/29/2015-13:01	06/24/2016-13:01
Pope, Adele J	Affidavit of Adele J. Pope Supporting Summary Judgment, Dama	Filing		05/29/2015-09:02	06/24/2016-09:02 
Pope, Adele J	Motion For Summary Judgment For Damages and Offset as to Ton	Motion		05/29/2015-09:01	05/19/2015-09:01 
Pope, Adele J	Supplemental Memorandum in Opposition to Plaintiffs Motion t	Filing		02/06/2015-11:13	06/24/2016-11:13 
Brown, Terry	Notice of Appearance	Filing		12/01/2014-11:48	06/24/2016-11:48 
Pope, Adele J	Certificate of Service	Filing		04/29/2014-09:24	06/24/2016-09:24 
Pope, Adele J	Return and Opposition to Motion For Stay and Request For Exp	Filing		04/29/2014-09:23	06/24/2016-09:23 
Pope, Adele J	Affidavit of Adele J. Pope Opposing Motion of Attorney Gener	Filing		04/29/2014-09:21	06/24/2016-09:21 
Pope, Adele J	Return and Opposition to Motion of Sweeney, Wingate and Barr	Filing		04/29/2014-09:20	06/24/2016-09:20 
Pope, Adele J	Affidavit of Adele J. Pope Opposing Stay of Foia Case and Su	Filing		04/29/2014-09:19	06/24/2016-09:19 
Bauknight, Russell	Motion/Motion Filing Fee	Filing		04/23/2014-09:42	06/24/2016-09:42
Bauknight, Russell	Motion to Stay	Motion		04/23/2014-08:46	03/02/2016-08:46 
Bauknight, Russell	Motion/Motion Filing Fee	Filing		05/10/2013-15:11	06/24/2016-15:11
Attorney General of South Carolina	Motion to be Relieved As Counsel (Attorney General Only)	Motion		05/10/2013-11:38	05/10/2013-11:38 
Bauknight, Russell	Motion/Motion Filing Fee	Filing		04/25/2013-16:19	06/24/2016-16:19
Pope, Adele J	Motion to Add William Forlando James Brown a/k/a Forlando Ja	Motion		04/25/2013-10:46	04/25/2013-10:46 
Wilson, Alan	Reply to Plaintiffs Return to Motion For Judgment on The Ple	Filing		04/03/2013-15:22	06/24/2016-15:22 
Bauknight, Russell	Motion/Motion Filing Fee	Filing		04/01/2013-15:32	06/24/2016-15:32
Pope, Adele J	Return of Defendant Pope to Motion of Attorney General to be	Filing		04/01/2013-09:21	06/24/2016-09:21 
Pope, Adele J	Certificate of Service	Filing		04/01/2013-09:21	06/24/2016-09:21
Pope, Adele J	Status Report of Adele J. Pope	Filing		04/01/2013-09:20	06/24/2016-09:20 
Pope, Adele J	Return and Opposition to Request For Stay and Request For Ex	Filing		04/01/2013-09:19	06/24/2016-09:19 
Pope, Adele J	Motion to Strike or For Alternate Relief	Motion		04/01/2013-15:52	04/01/2013-15:52 
Bauknight, Russell	Motion/Motion Filing Fee	Filing		03/26/2013-11:04	06/24/2016-11:04
Bauknight, Russell	Motion/Motion Filing Fee	Filing		03/26/2013-11:04	06/24/2016-11:04
Pope, Adele J	Motion for Summary Judgment as to The James B., A minor and	Motion		03/26/2013-16:33	03/26/2013-16:33 
Pope, Adele J	Motion for Summary Judgment as to The James Brown Legacy Tru	Motion	13	03/26/2013-16:31	03/26/2013-16:31 

Bauknight, Russell	Proof of ADR - At an impasse.	Action		10/22/2012-12:11	06/24/2016-12:11	
Bauknight, Russell	Order Concerning Plaintiff's Motion for Exception to the Phy	Order		10/05/2012-10:16	06/24/2016-10:16	
Pope, Adele J	Objection to Motion of Plaintiff's/Counterclaim Defendants t	Filing		10/03/2012-15:54	06/24/2016-15:54	
Bauknight, Russell	Motion/Motion Filing Fee	Filing		09/28/2012-11:48	06/24/2016-11:48	
Bauknight, Russell	Motion For Exception to Physical Presence Rule at Mediation	Motion		09/28/2012-09:09	09/28/2012-09:09	
Bauknight, Russell	Motion/Motion Filing Fee	Filing		09/14/2012-11:43	06/24/2016-11:43	
Bauknight, Russell	Motion to Strike Additional Affidavits of Defendant Adele Po	Motion		09/14/2012-14:38	09/14/2012-14:38	
Pope, Adele J	Affidavit of Adele J. Pope Related to Publicity Motion	Filing		08/28/2012-11:19	06/24/2016-11:19	
Pope, Adele J	Return of Adele J. Pope to Motion For Direction From Court C	Filing		08/28/2012-11:18	06/24/2016-11:18	
Bauknight, Russell	Motion/Motion Filing Fee	Filing		08/23/2012-16:22	06/24/2016-16:22	
Bauknight, Russell	Response to Defendant Pope's Motion For Attorneys' Fees	Filing		08/23/2012-12:14	06/24/2016-12:14	
Bauknight, Russell	Motion For Direction From The Court Concerning Potential Pre	Motion		08/23/2012-10:51	08/23/2012-10:51	
Bauknight, Russell	Motion/Motion Filing Fee	Filing		08/21/2012-16:22	06/24/2016-16:22	
Pope, Adele J	Affidavit of Adele J. Pope Opposing Striking of Offers of Ju	Filing		08/21/2012-10:14	06/24/2016-10:14	
Pope, Adele J	Motion For Attorneys' Fees and Sanctions Against any Plainti	Motion		08/21/2012-10:12	08/21/2012-10:12	
Pope, Adele J	Affidavit of Adele J. Pope Opposing Motin to Strike Offers o	Filing		08/15/2012-15:20	06/24/2016-15:20	
Bauknight, Russell	Motion/Motion Filing Fee	Filing		08/13/2012-15:36	06/24/2016-15:36	
Bauknight, Russell	Motion to Strike Defendant Pope's Offers of Judgment	Motion		08/13/2012-13:46	08/13/2012-13:46	
Pope, Adele J	Offer of Judgment of Adele J. Pope to Sydney L., a Minor	Filing		08/08/2012-09:32	06/24/2016-09:32	
Pope, Adele J	Report of Defendant/Counterclaim Plaintiff Pope Required by	Filing		08/07/2012-16:33	06/24/2016-16:33	
Bauknight, Russell	Offer Of Judgment of Adele J Pope to Carrington L. a minor/C	Filing		08/07/2012-12:50	06/24/2016-12:50	
Pope, Adele J	Certificate of Service	Filing		08/03/2012-09:24	06/24/2016-09:24	
Pope, Adele J	Offer of Judgment of Adele J. Pope to Tommie Rae Hynie Brown	Filing		08/03/2012-09:23	06/24/2016-09:23	
Pope, Adele J	Offer of Judgment of Adele J. Pope to Venisha Brown	Filing		08/03/2012-09:23	06/24/2016-09:23	
Pope, Adele J	Certificate of Service	Filing		08/03/2012-09:23	06/24/2016-09:23	
Pope, Adele J	Offer of Judgment of Adele J. Pope to Deanna Brown Thomas	Filing		08/03/2012-09:22	06/24/2016-09:22	
Pope, Adele J	Offer of Judgment of Adele J. Pope to The Estate of	Filing	14	08/03/2012-09:22	06/24/2016-09:22	

	James Br					
Pope, Adele J	Certificate of Service	Filing		08/03/2012-09:22	06/24/2016-09:22	
Pope, Adele J	Offer of Judgment of Adele J. Pope to Tonya Brown	Filing		08/03/2012-09:21	06/24/2016-09:21	
Pope, Adele J	Offer of Judgment of Adele J. Pope to Daryl Brown	Filing		08/03/2012-09:21	06/24/2016-09:21	
Pope, Adele J	Certificate of Service Including Amended Certificate of Serv	Filing		07/31/2012-09:43	06/24/2016-09:43	
Pope, Adele J	Offer Of Judgment of Adele J. Pope to Jason Brown Lewis	Filing		07/31/2012-09:42	06/24/2016-09:42	
Pope, Adele J	Offer Of Judgment of Adele J. Pope to Terry Brown	Filing		07/31/2012-09:42	06/24/2016-09:42	
Bauknight, Russell	Motion/Motion Filing Fee	Filing		07/30/2012-11:42	06/24/2016-11:42	
Pope, Adele J	Motion to Vacate, Set Aside, Alter and/or Amend Order Denyin	Motion		07/30/2012-11:04	07/30/2012-11:04	
Pope, Adele J	Corrected Offer Of Judgment to Lindsey Delores Brown and Jan	Filing		07/19/2012-14:37	06/24/2016-14:37	
Pope, Adele J	Offer Of Judgment to The South Carolina Attorney General and	Filing		07/19/2012-14:35	06/24/2016-14:35	
Pope, Adele J	Affidavit of Adele J. Pope Requesting Depositions of 5 of 91	Filing		07/19/2012-14:33	06/24/2016-14:33	
Pope, Adele J	Return and Opposition to Plaintiffs' Motion For Emergency Te	Filing		07/19/2012-14:30	06/24/2016-14:30	
Bauknight, Russell	Motion/Motion Filing Fee	Filing		07/19/2012-11:27	06/24/2016-11:27	
Bauknight, Russell	Order to Conduct Mediation	Order		07/19/2012-10:15	06/24/2016-10:15	
Bauknight, Russell	Motion/Motion Filing Fee	Filing		07/19/2012-09:22	06/24/2016-09:22	
Bauknight, Russell	Motion/Motion Filing Fee	Filing		07/19/2012-09:20	06/24/2016-09:20	
Bauknight, Russell	Motion/Motion Filing Fee	Filing		07/19/2012-09:20	06/24/2016-09:20	
Bauknight, Russell	Motion/Motion Filing Fee	Filing		07/19/2012-09:19	06/24/2016-09:19	
Bauknight, Russell	Motion to Strike the Affidavit of Defendant Adele Pope Dated	Motion		07/19/2012-15:27	07/19/2012-15:27	
Bauknight, Russell	Motion For Emergency Telephone Hearing on Plaintiff's Motion	Motion		07/18/2012-13:38	07/18/2012-13:38	
Bauknight, Russell	Order Concerning Defendant Adele Pope's Motion to Disqualify	Order		07/11/2012-09:54	07/13/2012-09:54	
Bauknight, Russell	Motion to Strike The Affidavit of Defendant Adele Pope Dated	Motion		07/10/2012-12:19	07/13/2012-12:19	
Bauknight, Russell	Motion For Protective Order Concerning The Deposition of Alb	Motion		07/10/2012-12:17	07/13/2012-12:17	
Bauknight, Russell	Motion For Protective Order Concerning The Deposition of Dar	Motion		07/10/2012-12:16	07/13/2012-12:16	
Pope, Adele J	Affidavit of Adele J. Pope Supporting Dismissal of Daryl Bro	Filing		07/05/2012-16:11	07/13/2012-16:11	
Pope, Adele J	Motion Related to Daryl Brown and Janise B., A Minor	Motion	15	07/05/2012-16:10	07/13/2012-16:10	
Bauknight,	Motion/Motion Filing Fee	Filing		07/05/2012-	07/13/2012-	

Russell				11:39	11:39	
Bauknight, Russell	Order Concerning Plaintiff's Motion for Continuance	Order		07/05/2012-09:45	07/13/2012-09:45	
Pope, Adele J	Return and Objection to Motion to Enforce Purported Settlement	Filing		05/21/2012-12:06	07/13/2012-12:06	 
Bauknight, Russell	Motion/Motion Filing Fee	Filing		05/18/2012-16:43	07/13/2012-16:43	
Bauknight, Russell	Motion to Enforce Settlement Agreement	Motion		05/18/2012-13:58	07/13/2012-13:58	 
Williams, Daryl L.	Notice of Case Roster Publication Sent	Action		05/07/2012-14:19	07/13/2012-14:19	
Watson, J. Calhoun	Notice of Case Roster Publication Sent	Action		05/07/2012-14:19	07/13/2012-14:19	
Wingate, Kenneth B.	Notice of Case Roster Publication Sent	Action		05/07/2012-14:19	07/13/2012-14:19	
Kendall, Everett Augustus II	Notice of Case Roster Publication Sent	Action		05/07/2012-14:19	07/13/2012-14:19	
Silvernail, Adam Tremaine	Notice of Case Roster Publication Sent	Action		05/07/2012-14:19	07/13/2012-14:19	
Gende, Mark V.	Notice of Case Roster Publication Sent	Action		05/07/2012-14:19	07/13/2012-14:19	
Smith, J. Emory Jr.	Notice of Case Roster Publication Sent	Action		05/07/2012-14:19	07/13/2012-14:19	
Bauknight, Russell	Motion/Motion Filing Fee	Filing		04/19/2012-17:06	07/13/2012-17:06	
Bauknight, Russell	Motion/Motion Filing Fee	Filing		04/19/2012-17:05	07/13/2012-17:05	
Bauknight, Russell	Motion/Motion Filing Fee	Filing		04/19/2012-17:05	07/13/2012-17:05	
Bauknight, Russell	Motion/Motion Filing Fee	Filing		04/19/2012-17:04	07/13/2012-17:04	
Bauknight, Russell	Motion/Motion Filing Fee	Filing		04/19/2012-17:03	07/13/2012-17:03	
Bauknight, Russell	Motion/Motion Filing Fee	Filing		04/19/2012-17:03	07/13/2012-17:03	
Bauknight, Russell	Motion/Motion Filing Fee	Filing		04/19/2012-17:02	07/13/2012-17:02	
Bauknight, Russell	Motion/Motion Filing Fee	Filing		04/19/2012-17:01	07/13/2012-17:01	
Bauknight, Russell	Motion/Motion Filing Fee	Filing		04/19/2012-17:00	07/13/2012-17:00	
Bauknight, Russell	Motion/Motion Filing Fee	Filing		04/19/2012-16:59	07/13/2012-16:59	
Bauknight, Russell	Motion/Motion Filing Fee	Filing		04/19/2012-16:58	07/13/2012-16:58	
Bauknight, Russell	Motion/Motion Filing Fee	Filing		04/19/2012-16:57	07/13/2012-16:57	
Bauknight, Russell	Amended Motion For Protective Order and/or Motion to Quash T	Motion		04/19/2012-15:32	07/13/2012-15:32	
Bauknight, Russell	Amended Motion For Protective Order and/or Motion to Quash T	Motion		04/19/2012-15:31	07/13/2012-15:31	
Bauknight, Russell	Amended Motion For Protective Order and/or Motion to Quash T	Motion		04/19/2012-15:31	07/13/2012-15:31	
Bauknight, Russell	Amended Motion For Protective Order and/or Motion to Quash T	Motion		04/19/2012-15:30	07/13/2012-15:30	
Bauknight, Russell	Amended Motion For Protective Order and/or Motion to Quash T	Motion		04/19/2012-15:28	07/13/2012-15:28	
Bauknight, Russell	Amended Motion For Protective Order and/or Motion to Quash T	Motion		04/19/2012-15:28	07/13/2012-15:28	
Bauknight, Russell	Amended Motion For Protective Order and/or	Motion	16	04/19/2012-15:27	07/13/2012-15:27	

Bauknight, Russell	Motion/Motion Filing Fee	Filing		11/19/2010-15:53	07/13/2012-15:53	
Pope, Adele J	Certificate of Service	Filing		11/19/2010-10:05	07/13/2012-10:05	
Pope, Adele J	Defendants' Motion to Alter or Amend Order Denying Motion to	Motion		11/19/2010-10:04	01/12/2011-10:04	
Bauknight, Russell	Certificate of Service	Filing		11/19/2010-09:53	07/13/2012-09:53	
Bauknight, Russell	Motion to Alter or Amend Denying Motion to Dismiss	Motion		11/19/2010-09:52	01/12/2011-09:52	
Bauknight, Russell	Motion/Motion Filing Fee	Filing		11/16/2010-14:45	07/13/2012-14:45	
Bauknight, Russell	Certificate of Service	Filing		11/16/2010-14:34	07/13/2012-14:34	
Bauknight, Russell	Affidavit of Kenneth B. Wingate	Filing		11/16/2010-14:34	07/13/2012-14:34	
Bauknight, Russell	Motion to Set Aside Entry of Default	Motion		11/16/2010-14:33	07/13/2012-14:33	
Bauknight, Russell	Certificate of Service	Filing		11/16/2010-14:27	07/13/2012-14:27	
Bauknight, Russell	Answer to Counterclaim	Filing		11/16/2010-14:26	07/13/2012-14:26	
Bauknight, Russell	Certificate of Service	Filing		11/10/2010-09:41	07/13/2012-09:41	
Bauknight, Russell	Affidavit of Default	Filing		11/10/2010-09:39	07/13/2012-09:39	
Bauknight, Russell	Order Denying Motion to Dismiss Book SI Page 705	Order		11/09/2010-09:24	07/13/2012-09:24	
Bauknight, Russell	Order Denying Defendants Motion to Change Venue	Order		11/09/2010-09:24	07/13/2012-09:24	
Bauknight, Russell	Motion/Motion Filing Fee	Filing		10/01/2010-15:43	07/13/2012-15:43	
Bauknight, Russell	Affidavit of Beth Bauknight	Filing		10/01/2010-08:35	07/13/2012-08:35	
Bauknight, Russell	Certificate of Service	Filing		10/01/2010-08:35	07/13/2012-08:35	
Bauknight, Russell	Motion to Strike Defendants Affidavit in Support of Dismissal	Motion		10/01/2010-08:34	07/13/2012-08:34	
Bauknight, Russell	Certificate of Service	Filing		09/30/2010-15:59	07/13/2012-15:59	
Bauknight, Russell	Answer and Counterclaim of Robert L. Buchanan Jr. and Adele	Filing		09/30/2010-15:57	07/13/2012-15:57	
Bauknight, Russell	Affidavit of Buchanan and Pope in Support of Dismissal Based	Filing		09/28/2010-15:57	07/13/2012-15:57	
Bauknight, Russell	Certificate of Service by mail	Filing		09/28/2010-15:57	07/13/2012-15:57	
Bauknight, Russell	Form Order Matter Under advisement. Parties have 30 days to	Order		08/31/2010-08:48	07/13/2012-08:48	
Bauknight, Russell	Certificate of Service	Filing		08/27/2010-15:48	07/13/2012-15:48	
Bauknight, Russell	Second Supplemental Memorandum in Support of Dismissal of Co	Filing		08/27/2010-15:47	07/13/2012-15:47	
Bauknight, Russell	Certificate of Service	Filing		08/27/2010-10:37	07/13/2012-10:37	
Bauknight, Russell	Plaintiffs Memorandum in Opposition to Defendants Motion to	Filing		08/27/2010-10:36	07/13/2012-10:36	
Bauknight, Russell	Certificate of Service	Filing		08/27/2010-10:35	07/13/2012-10:35	
Bauknight, Russell	Plaintiffs' Memorandum in Opposition to Defendants Motion to	Filing	17	08/27/2010-10:33	07/13/2012-10:33	

Bauknight, Russell	Affidavit of Russell L. Bauknight	Filing		08/27/2010-10:32	07/13/2012-10:32	
Bauknight, Russell	Acknowledgment	Filing		08/27/2010-10:29	07/13/2012-10:29	
Bauknight, Russell	Certificate of Service	Filing		08/25/2010-15:34	07/13/2012-15:34	
Bauknight, Russell	Supplemental Memorandum Supporting Dismissal of Complaint	Filing		08/25/2010-15:12	07/13/2012-15:12	
Williams, Daryl L.	Notice of Motions Roster Publication Sent	Action		08/13/2010-11:12	07/13/2012-11:12	
Wingate, Kenneth B.	Notice of Motions Roster Publication Sent	Action		08/13/2010-11:12	07/13/2012-11:12	
Watson, J. Calhoun	Notice of Motions Roster Publication Sent	Action		08/13/2010-11:12	07/13/2012-11:12	
Watson, J. Calhoun	Notice of Motions Roster Publication Sent	Action		08/13/2010-11:10	07/13/2012-11:10	
Wingate, Kenneth B.	Notice of Motions Roster Publication Sent	Action		08/13/2010-11:10	07/13/2012-11:10	
Williams, Daryl L.	Notice of Motions Roster Publication Sent	Action		08/13/2010-11:10	07/13/2012-11:10	
Bauknight, Russell	Memorandum in Support of Dismissal of Complaint	Filing		08/13/2010-10:09	07/13/2012-10:09	
Bauknight, Russell	Motion/Motion Filing Fee	Filing		08/11/2010-11:32	07/13/2012-11:32	
Bauknight, Russell	Certificate of Service	Filing		08/11/2010-10:43	07/13/2012-10:43	
Bauknight, Russell	Motion to Strike Defendants' Motion to Transfer Venue	Motion		08/11/2010-10:43	11/09/2010-10:43	
Bauknight, Russell	Verification/Verified	Filing		08/03/2010-13:25	07/13/2012-13:25	
Pope, Adele J	Affidavit of Adele J. Pope	Filing		08/02/2010-16:22	07/13/2012-16:22	
Pope, Adele J	Certificate of Service by mail	Filing		08/02/2010-16:22	07/13/2012-16:22	
Pope, Adele J	Motion to Transfer Venue	Motion		08/02/2010-16:15	08/31/2010-16:15	
Bauknight, Russell	Motion/Motion Filing Fee	Filing		08/02/2010-12:54	07/13/2012-12:54	
Bauknight, Russell	Order Denying Motion To Alter Amend Or Vacate Order	Filing		07/26/2010-14:50	07/13/2012-14:50	
Bauknight, Russell	Order Directing Payment Of Fees & Costs Of Special	Filing		07/26/2010-14:49	07/13/2012-14:49	
Bauknight, Russell	Motion To Dismiss Of Defendants Robert L Buchanan Jr &	Filing		07/26/2010-14:48	07/13/2012-14:48	
Bauknight, Russell	Certificate/Certificate Of Transmittal As To Removal	Filing		07/26/2010-14:47	07/13/2012-14:47	
Pope, Adele J	Motion To Dismiss Of Defendants Robert L Buchanan Jr & Adel	Motion		07/26/2010-12:51	11/09/2010-12:51	
Bauknight, Russell	Appeal/Notice of Appeal	Action		07/26/2010-11:48	07/13/2012-11:48	
Bauknight, Russell	Summons & Complaint	Filing		07/26/2010-11:48	09/30/2010-11:48	
Bauknight, Russell	Other Filings from Probate Court	Filing		07/26/2010-10:17	07/13/2012-10:17	

EXHIBIT
C

STATE OF SOUTH CAROLINA

) IN THE COURT OF COMMON PLEAS

COUNTY OF RICHLAND

) FIFTH JUDICIAL CIRCUIT

Russell L. Bauknight, as Trustee of the James
Brown 2000 Irrevocable Trust and the James
Brown Legacy Trust, as Personal
Representative of the Estate of James Brown,
and on behalf of Henry Dargan McMaster, in
his capacity as Attorney General of the State
of South Carolina; Tommie Rae Brown,
individually and on behalf of her minor child,
James B. II; Daryl J. Brown, individually and
on behalf of his minor child Janise B.;
Lindsey Delores Brown; Deanna J. Brown
Thomas; Jason Brown-Lewis; Yamma N.
Brown, individually and on behalf of her
minor child Sydney L. and Carrington L.;
Tonya Brown; Venisha Brown; Larry Brown;
and Terry Brown

AND

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

Plaintiffs,

vs.

Adele J. Pope and Robert L. Buchanan, Jr.,

Defendants.

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

RICHLAND COUNTY
FILED
2010 SEP 30 PM 1:06
JEANETTE W. HEBRIDE
C.C.P. & G.S.

ANSWER AND COUNTERCLAIM
OF ROBERT L. BUCHANAN, JR. AND
ADELE J. POPE

(Jury Trial Demanded)

Defendants Robert L. Buchanan, Jr. and Adele J. Pope, subject to their Motion to Dismiss
and any Motion filed or to be filed for a change of venue, answer the Complaint of Plaintiffs and
Counterclaim against Plaintiffs, as follows:

FOR A FIRST DEFENSE
(Qualified General Denial)
As to Parties

1. (a) The following general allegations are incorporated by reference in Defendants' responses to each and every allegation contained in the Complaint, including the prayer for relief:

(i) Henry Dargan McMaster ("McMaster"), the Attorney General of South Carolina ("AG") brings this private tort suit on behalf of persons disinherited in James Brown's carefully crafted estate plan. The Attorney General's duty is to serve the public interest, not private interests.

(ii) On August 10, 2008, McMaster and some of the Plaintiffs met to divide what Mr. Brown did not give them. As part of their plan, Plaintiffs agreed that the Defendants, who were dutifully defending Mr. Brown's estate plan, should be removed as PR/Trustees.

(iii) The plan agreed to give Tommie Rae Hynie Brown, who had been disinherited, more than \$20 million. It further provided that five of Mr. Brown's dozen or more children would receive approximately \$4 million each.

(iv) Five months later on January 30, 2009, McMaster entered into an agreement with Mr. Brown's son Terry, who did business with discredited former trustee Dallas and now-indicted former trustee Cannon, in which Terry received a 10-year right to buy all of James Brown's assets. This not only destroyed the value of Mr. Brown's assets, it threatened loss of the IRS qualification of Mr. Brown's "I Feel Good" Trust, which is part of the 2000 Trust (the "Trust").

(v) When the dealing was done, McMaster and the other Plaintiffs had stripped about 65% of Mr. Brown's \$85 million music empire from his estate plan. Upon information and believe, Plaintiffs had placed under McMaster's control not only Mr. Brown's "I Feel Good" private foundation but also Mr. Brown's estate and the Brown Grandchildren's Education Trust, which is also a part of the Trust. Furthermore, the plan gave McMaster the right to remove and replace personal representatives and trustees.

(vi) The circuit court's approval of Plaintiffs' actions is on appeal to the Supreme Court. The Supreme Court will determine if Plaintiffs can do all this. The Supreme Court will determine if after removing Defendants, the lower court, at McMaster's request, may require them, under penalty of contempt, to sign documents which they cannot sign while properly performing their duty to James Brown. The Supreme Court will determine if the lower court, at McMaster's request, will require Defendants to agree to say nothing bad about McMaster's deals or about McMaster himself.

(vii) Upon information and belief, James Brown anticipated trouble with his estate

plan, and he stated what he expected of his fiduciaries:

“... any person not provided for in this Irrevocable Trust, Grantor’s Will or other such instrument...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.” [Tr. Art. XXI; See Will Item X for similar provision. Emphasis Supplied.]

(viii) Mr. Brown’s clear intention was to dedicate his entire music empire solely to the education of certain grandchildren and needy and deserving students:

“Except as otherwise provided...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... It is the Grantor’s intention that the trust estate be available only to the beneficiaries and not to the Grantor’s past or future spouse. The Trustee(s) are directed to enforce this provision.” [Emphasis supplied.] [Will, p1; Tr. Art XVIII, XXII.]

(ix) James Brown intended to establish what may be South Carolina’s largest private foundation dedicated solely to the education of needy students. The Supreme Court will decide whether to uphold Plaintiffs’ contracts to dismantle that foundation. Whatever the Court may decide, Defendants’ record of service proves that Defendants properly managed the 2000 Trust and Mr. Brown’s estate. As directed by Mr. Brown, Defendants vigorously defended his estate plan.

(x) Upon information and belief, \$50 million loss to Mr. Brown’s estate and the 2000 Trust, as well as significant damages to Defendants have been inflicted upon them by Plaintiffs and by others acting in Plaintiffs’ behalf.

(xi) Upon information and belief, Defendants allege that Plaintiffs have combined in their efforts to establish an unrealistically low value of the assets of James Brown as much for the purpose of interfering with Defendants’ commissions, thereby causing them special harm, as for the purpose of enabling a purchasing entity, in which one or more Plaintiffs or their family members will own an interest, to acquire assets worth \$80-to-\$100 million or more for as little as \$12 million.

(b) More specifically with respect to the allegations of paragraph 1 of the Complaint, Defendants allege as follows:

(i) Defendants admit that James Brown was a celebrated entertainer who died on December 25, 2006, a resident of Aiken County, South Carolina.

(ii) Defendants admit that Bauknight serves as court-appointed Trustee of the James Brown 2000 Irrevocable Trust and as Personal Representative of the Estate of James Brown, with the qualification that his service is based only on a settlement between McMaster and some of the Plaintiffs, none beneficiaries of the 2000 Trust; Defendants further admit that the lower court appointed Bauknight and approved the settlement, with the qualification that Defendants were not removed for cause and the order is not final and is on appeal before the Supreme Court.

(iii) Defendants admit, upon information and belief, that Bauknight is the Trustee of the Legacy Trust to which Mr. Brown gave nothing, which was created solely by contract of Plaintiffs Bauknight, McMaster, Hynie Brown and the Brown Family LLC; further, the Defendants allege the Legacy Trust is not a part of Mr. Brown's estate plan, and the lower court order approving the contract and appointing Bauknight is not final and is on appeal before the Supreme Court.

(iv) Except for the qualified admissions above, the allegations of paragraph 1 of the Complaint are denied.

2. With respect to the allegations of paragraph 2 of the Complaint:

(a) Defendants deny having any duty to the Legacy Trust or its beneficiaries.

(b) Defendants admit that Bauknight brings this action as PR/Trustee of the Estate and Trust of James Brown based solely on a settlement approved by the lower court, which is now on appeal to the Supreme Court.

(c) Defendants allege that Bauknight's interests conflict with the interests of the beneficiaries of the Estate and Trust.

(d) All allegations of paragraph 2 of the Complaint that are contrary to or inconsistent with the Defendants' aforesaid allegations are denied.

3. With respect to the allegations of paragraph 3 of the Complaint, Defendants allege as follows:

(a) With respect to McMaster, Defendants deny: (i) that McMaster has standing or is authorized to bring a private tort suit against or concerning a 501(c)(3) private foundation or its agents to benefit the family at the expense of the needy and deserving children

desiring an education for the reasons hereinafter more fully alleged; (ii) that McMaster has standing or is authorized to dismantle the grandchildren's education trust, especially as some grandchildren have expressly objected to the settlement; (iii) that McMaster has standing or is authorized to take over the estate of a decedent; (iv) that McMaster has standing or is authorized to commence an action to recover money damages for private individuals; (v) that Bauknight has standing or is authorized to commence a lawsuit for McMaster under any circumstances, and especially, as here, where McMaster cannot act, and (vi) that private counsel for private parties may simultaneously represent McMaster in this action.

(b) With respect to Tommie Rae Hynie Brown and James Brown II,

(i) Defendants deny Tommie Rae has standing because she was not included in Mr. Brown's estate plan; she is limited by a pre-nuptial agreement she signed before the 2001 marriage ceremony with Mr. Brown; she was married to another man when she conducted the marriage ceremony with Mr. Brown in 2001; after a 2004 annulment of the marriage pursuant to Mr. Brown's claim to void their marriage, she contracted never to claim to be Mr. Brown's common law wife, which was incorporated into an Aiken County Family Court order; she did not marry Mr. Brown after the annulment; she is not listed as Mr. Brown's spouse on his death certificate.

(ii) Defendants deny James II has standing because he is specifically excluded from Mr. Brown's estate plan even if a child; he has refused to undergo the official Estate and Trust DNA protocol to demonstrate paternity; he is a minor and has a guardian ad litem ("GAL") in other court proceedings related to the Estate and Trust, but he has no GAL in this litigation; he cannot be represented by his mother in this case because of her conflict of interest.

(c) With respect to Daryl J. Brown, and his minor child Janise:

(i) Defendants deny that Daryl has standing because he is not a beneficiary of the 2000 Trust, and, on information and belief, his 1/6 interest in personal and household effects under the Will is subject to forfeiture under its *In Terrorem* clause because of his attack on the estate plan.

(ii) Defendants deny that Janise has standing because, as one of the seven beneficiaries of the Brown Family Education Trust (the Grandchildren's Education Trust), she has a potential education fund of about \$285,000.00, and the appointment of a guardian ad litem ("GAL") for her is necessary because her father's settlement eviscerates this educational benefit and his attack on the estate plan as her representative may subject her to forfeiture under the *In Terrorem* clause as well.

(d) With respect to Lindsey Delores Brown: Defendants deny that Lindsey has standing because she is not a beneficiary under the Will, and they are informed and believe her interest under the Trust is subject to forfeiture under its *In Terrorem* clause because of her attack on the estate plan.

(e) With respect to Venisha Brown: Defendants deny that Venisha has standing because she is not a beneficiary of the 2000 Trust, and Defendants are informed and believe that her 1/6 interest in personal and household effects under the Will is subject to forfeiture under its *In Terrorem* clause because of her attack on the estate plan.

(f) With respect to Deanna J. Brown Thomas; Defendants deny that Deanna has standing because she is not a beneficiary of the 2000 Trust, and Defendants are informed and believe that her 1/6 interest in personal and household effects under the Will is subject to forfeiture under its *In Terrorem* clause because of her attack on the estate plan.

(g) As to Jason Brown-Lewis: Defendants deny that Jason has standing because he is not a beneficiary under the Will, and they are informed and believe his interest under the Trust is subject to forfeiture under its *In Terrorem* clause because of his attack on the estate plan.

(h) As to Yamma N. Brown and her minor children, Sydney L. and Carrington L.:

(i) Defendants deny that Yamma has standing because she is not a beneficiary of the 2000 Trust, and Defendants are informed and believe that her 1/6 interest in personal and household effects under the Will is subject to forfeiture under its *In Terrorem* clause because of her attack on the estate plan.

(ii) Defendants deny that Sydney and Carrington have standing because, as two of the seven beneficiaries of the Brown Family Education Trust (the Grandchildren's Education Trust), each has a potential education fund of about \$285,000.00, and each needs a guardian ad litem ("GAL") because their mother's settlement eviscerates this educational benefit and her

attack on the estate plan as their representative may subject them to forfeiture under the *In Terrorem* clause.

(i) As to Larry Brown: Defendants deny that Larry has standing because he is not a beneficiary of the 2000 Trust, and Defendants are informed and believe that his 1/6 interest in personal and household effects under the Will is subject to forfeiture under its *In Terrorem* clause because of his attack on the estate plan.

(j) As to Tonya Brown: Defendants deny that Tonya has standing because she is specifically excluded from the estate plan, she failed to timely commence an action to be declared an heir, and she has filed documents admitting she is not an heir.

(k) As to Terry Brown: Defendants deny that Terry has standing because he is not a beneficiary of the 2000 Trust, and Defendants are informed and believe that his 1/6 interest in personal and household effects under the Will is subject to forfeiture under its *In Terrorem* clause because of his attack on the estate plan.

(l) Defendants deny that the Legacy Trust and its beneficiaries, who to date cannot be ascertained from the filed settlement documents, have standing to bring a suit against Defendants, who owe them no duty.

(m) Defendants deny that Bauknight has standing because:

(i) Bauknight has a conflict of interest under provisions of the 2000 Trust and Mr. Brown's Will and under applicable law because Bauknight has a duty to protect the "I Feel Good" private foundation, part of the 2000 Trust, pending the outcome of the Case 1647 appeal under the November 6, 2009 Court of Appeals Order.

(ii) Bauknight has a conflict of interest in purporting to represent the minor grandchildren beneficiaries while serving Tommie Rae, Terry and other beneficiaries of his Legacy Trust, which dismantles the Grandchildren's Education Trust.

(iii) Bauknight may not serve as an agent for McMaster to achieve a private purpose.

(n) Defendants allege there are other necessary parties who are absent,

namely, grandchildren Romunzo and Forlando, because (i) they have taken the position in the Circuit Court of Aiken County that all Plaintiffs have forfeited any interest under the *in terrorem* clauses, (ii) they have objected to the settlement, and (iii) they are beneficiaries of the Grandchildren's Education Trust, which is being dismantled by the very settlement that is on appeal in the Supreme Court.

(o) All allegations of paragraph 3 that are contrary to or inconsistent with the Defendants' aforesaid allegations are denied.

4. Defendants admit the allegations of paragraph 4 of the Complaint.

As to Jurisdiction and Venue

5. Defendants admit the allegations of paragraph 5 of the Complaint.

6. With respect to paragraph 6 of the Complaint, Defendants lack information or knowledge sufficient to form an opinion or belief as to the location where Bauknight maintains his usual place of business or where he maintains records. Based on unsigned documents related to the Legacy Trust, an Aiken County Circuit Court order dated August 10, 2007, the location of James Brown's home place in Aiken County, which is owned by the trust, and the various Estate and Trust issues that are pending in or on appeal from the courts of Aiken County, the Defendants are informed and believe that Aiken County remains the principal place of the administration of the Trust, not Richland County. All allegations of paragraph 6 of the Complaint that are contrary to or inconsistent with the Defendants' aforesaid allegations are denied.

7. With respect to paragraph 7 of the Complaint, Defendants admit that Pope is a licensed attorney residing in Newberry County; Defendants admit that prior to September 30, 2009, Pope's law office was located in Richland County; that pursuant to orders of the Aiken

("Dallas"), David G. Cannon ("Cannon") and Alfred A. Bradley ("Bradley") as Personal Representatives of his Estate, and that on January 18, 2007, the Will was admitted to probate in Aiken County, and Dallas, Cannon and Bradley were appointed Personal Representatives of the Estate; Defendants further admit that James Brown executed a Trust on August 1, 2000, in which Mr. Brown appointed Dallas, Cannon and Bradley as Trustees. All allegations of paragraph 11 of the Complaint that are inconsistent with or contrary to Defendants' aforesaid allegations are denied.

12. With respect to paragraph 12 of the Complaint, Defendants admit that approximately twenty cases were filed in various courts, with some moved to circuit court. All allegations of paragraph 12 of the Complaint that are inconsistent with or contrary to Defendants' aforesaid allegations are denied.

13. With respect to paragraph 13, Defendants admit the Attorney General of South Carolina ("AG") appeared on or about September 24, 2007, and was allowed to intervene in Civil Action No. 2007-CP-02-0122 ("Case 122"). All other allegations of paragraph 13 of the Complaint that are inconsistent with or contrary to Defendants' aforesaid allegations are denied.

14. Defendants admit the allegations of paragraph 14 of the Complaint and allege the Court conferred upon them all authority as if originally appointed by Mr. Brown.

15. With respect to the allegations of paragraph 15 of the Complaint, Defendants allege that on August 10, 2008, McMaster, through his agents, and some Plaintiffs executed the August 10th contract which they described as a "private binding Agreement" and valid without court approval. Upon information and belief, from August 10 through January 30, 2009, they, Terry Brown and others entered into additional contracts. On May 26, 2009, the lower court approved the contracts and removed Defendants as PRs and Trustees. The order is on appeal in

the Supreme Court. All allegations of paragraph 15 of the Complaint that are inconsistent with or contrary to Defendants' aforesaid allegations are denied.

AS TO THE FIRST CAUSE OF ACTION

16. All allegations made above are incorporated herein where relevant.
17. With respect to paragraph 17 of the Complaint:
 - (a) Defendants deny having a fiduciary duty to Hynie Brown, James II, Tonya, the Brown Family, LLC and Bauknight's Legacy Trust or its beneficiaries.
 - (b) Defendants deny having any duties related to the management and administration of the Estate and Trust from May 26, 2009 to date.
 - (c) Defendants deny having duties other than such duties of care, impartiality and loyalty as are required and limited by the specific terms of the 2000 Trust, the Will, the S. C. Probate Code, the S. C. Trust Code, valid final court orders and other relevant South Carolina law.
 - (d) Subject to the above, Defendants admit they have or have had the following fiduciary duties:
 1. To administer the Estate in accordance with the terms of the Will and applicable law, including defending the Will as directed by Brown.
 2. To enforce the terms of the 2000 Trust, including defending it as directed by Brown.
 3. To uphold the Will, which leaves Brown's entire residuary estate to the 2000 Trust.
 4. As to the Estate, subject to the In terrorem clause, to deliver to each of the named children 1/6 of Brown's personal and household effects, or the net proceeds, reduced by applicable Estate Taxes, and to deliver the remainder, after debts and expenses, to the 2000 Trust.

5. As to Terry, their fiduciary duty, on information and belief, ended on January 30, 2009 when Terry knowingly violated the *In Terrorem* clause after demanding it be enforced.
6. As to the 7 Grandchildren Beneficiaries, subject to the *In Terrorem* and Spendthrift clauses, to defend and create an education trust share of about \$285,000 each for Janise, Lindsey, Jason, Sydney, Carrington, Romunzo and Forlando, as set out in Articles V and VI of the 2000 Trust.
7. To seek court guidance where appropriate, as they have done as evidenced by numerous written Orders.

All allegations of paragraph 17 of the Complaint that are inconsistent with or contrary to the Defendants' aforesaid allegations are denied.

18. Defendants deny the allegations of paragraph 18 of the Complaint.
19. Defendants deny the allegations of paragraph 19 of the Complaint.
20. Defendants deny the allegations of Paragraph 20 of the Complaint.

AS TO THE SECOND CAUSE OF ACTION

21. All allegations made above are incorporated herein where relevant.
22. Defendants deny the allegations of paragraph 22 of the Complaint.
23. Defendants deny the allegations of paragraph 23 of the Complaint.
24. Defendants deny the allegations of Paragraph 24 of the Complaint.

AS TO THE THIRD CAUSE OF ACTION

25. All allegations made above are incorporated herein where relevant.
26. With respect to paragraph 26 of the Complaint, Defendants admit they properly served as court-appointed, non-fiduciary Special Administrators of the Estate ("SAs") from March 7, 2007 until November 20, 2007. The remaining allegations of paragraph 26 of the Complaint are denied.

43. Pursuant to S.C. Code Ann. §§ 15-7-40, 62-1-303, 62-3-201 and 62-7-204, on information and belief, venue with respect to the within-captioned action is exclusively within the Aiken County Circuit Court, and this action should be dismissed.

FOR A SEVENTH DEFENSE AS TO ALL CAUSES OF ACTION
(Absence of Subject Matter Jurisdiction, Rule 12(b)(1), SCRPC)

44. All allegations previously set forth herein are incorporated herein.

45. Pursuant to S.C. Code Ann. §§ 62-1-303, 62-3-201 and 62-7-204, on information and belief, subject matter jurisdiction was exclusively within the Aiken County Court, and this action should be dismissed.

FOR A EIGHTH DEFENSE TO ALL CAUSES OF ACTION
(Joinder of Persons Needed for Just Adjudication, Rule 19, SCRPC)

46. All allegations made above are incorporated herein where relevant.

47. Defendants are informed and believe that certain parties hereinafter identified must be joined in that they are subject to service of process, their joinder will not deprive the Court of jurisdiction, in their absence complete relief cannot be accorded among those already parties, they claim an interest in the subject of the action whose absence may impede their ability to protect that interest, and/or that Defendants are subject to a substantial risk of double, multiple or inconsistent obligations by reason of their absence. The parties include:

(a) Minor Plaintiffs have no GALs, and those speaking for them are giving away their educational benefits under the Grandchildren's Education Trust;

(b) Forlando Brown and Romunzo Brown are adult grandchildren whose interests under the Grandchildren's Education Trust are eviscerated by the settlement, and they have objected to the settlement in the Aiken County Circuit Court;

(c) The Brown Family LLC is an entity with some relationship to the

settlement, and it is not a party to this action.

48. Defendants are informed and believe that in the absence of their joinder, the case should be dismissed.

FOR A NINTH DEFENSE TO ALL CAUSES OF ACTION
(Estoppel)

49. All allegations made above are incorporated herein where relevant.

50. Plaintiffs have engaged in conduct during relevant times which was calculated to convey the impression that the facts were otherwise than and inconsistent with those they now seeking to assert, including at least the following conduct:

A. AS TO AG McMASTER:

(i) On July 30, 2008, AG McMaster, personally, wrote a letter to Defendants supporting their service as PRs and Trustees.

(ii) AG McMaster has ratified the Will and Trust which Defendants seek to uphold.

B. AS TO TOMMIE RAE BROWN:

(i) Prior to her 2001 ceremonial marriage to Mr. Brown, she executed a Pre-Nuptial Agreement in which she waived all rights as a spouse to share in or make any claim against the estate of Mr. Brown; all rights as a spouse in the property of Mr. Brown; any spouse's right of election or claim as an omitted spouse against Mr. Brown's estate under the law of any state; and any right to serve as a fiduciary under Mr. Brown's estate.

(ii) During Mr. Brown's 2004 action against her to void the marriage, Tommie Rae contracted never to claim to be Mr. Brown's common law spouse.

(iii) She admits and has complained that after the 2004 annulment, Mr. Brown would not marry her again.

(iv) She claims to have been a member of the Advisory Board to the Trust that Defendants are seeking to uphold.

(v) She has otherwise ratified the Will and Trust which Defendants seek to uphold.

C. AS TO DEANNA J. BROWN THOMAS AND YAMMA BROWN:

(i) Deanna and Yamma have affirmed under oath their status as beneficiaries under the same Will Defendants are seeking to uphold.

(ii) Deanna accepted a position as Trustee of the Trust, and Yamma accepted a position as Executive Assistant to the Board of the Trust, the same Trust Defendants are seeking to uphold.

(iii) Deanna and Yamma acknowledged in the 2002 lawsuit they filed against their father, James Brown, that they were not a part of his estate plan (though actually they were devised a share of personal and household effects).

(iv) Deanna J. Brown Thomas has acknowledged that the devise of personal and household effects to the named children in the Will was what her father wanted, the same Will Defendants are seeking to uphold.

(v) Deanna and Yamma, with other Plaintiffs, have advised the Court in a Memorandum submitted in this case that James Brown is one of South Carolina's most famous and generous icons and that the establishment of a Trust intended to provide financial assistance to deserving students who seek an education in South Carolina "was the often-stated and well known desire of James Brown." (Plaintiffs' Memorandum dated and filed August 27, 2010, p. 2).

(vi) They have otherwise ratified the Will and Trust which Defendants seek to uphold.

D. AS TO DARYL BROWN:

(i) He has affirmed under oath his status as a beneficiary under the same Will the Defendants are seeking to uphold.

(ii) He has otherwise ratified the Will and Trust which Defendants are seeking to uphold.

E. AS TO TERRY BROWN:

(i) He alleged Attorney Levenson, the attorney for Daryl, Deanna and Yamma, had engaged in unethical activity by contesting Mr. Brown's Will and Trust which Defendants are seeking to uphold.

(ii) He has consistently ratified the validity of the Will and Trust which Defendants are seeking to uphold, even claiming after the announced August 10, 2008 settlement, until as late as February 2009, that he was then the devisee of all of Mr. Brown's personal effects, asserting that Daryl, Deanna and Yamma, his co-Plaintiffs, had forfeited their share under the *In Terrorem* clauses of the Will and Trust.

F. AS TO ALL PLAINTIFFS:

(i) All Plaintiffs have acquiesced in, actively supported and/or failed to challenge the material findings of the orders of, as well as the documents presented and representations made by Plaintiffs in, the Aiken County Circuit Court and/or the South Carolina Court of Appeals, approving, after review, many actions taken by Defendants that are the subject of Plaintiffs' Complaint in this case, including at least:

(a) Orders characterizing the condition of the Estate and Trust as deplorable when Defendants began serving as PRs and Trustees;

(b) Orders providing for bank accounts;

(c) Orders providing for accounting;

(d) Orders concerning the protection of Mr. Brown's estate plan;

(e) Orders approving the service of Defendants as PRs of the Estate and as Trustee of the Trust;

(f) Orders characterizing the service of Defendants as excellent;

(g) Orders with respect to the Christie's sale;

(h) Orders with respect to Estate and Trust property not sold at Christie's;

(i) Orders providing for payment of fees, commissions and costs to Defendants and for their staff;

(j) Orders concerning the Grandchildren's Education Trust;

(k) Orders with respect to taxes;

(l) Order addressing mismanagement on or after May 26, 2009;

(m) Orders, as well as the briefs and representations of Plaintiffs to the Court, related to the value of the James Brown assets;

(ii) All Plaintiffs failed to seek a global settlement of all issues by inviting Defendants and others, who were necessary parties to a settlement, to their mediation, but instead conducted a private mediation with no notice to or knowledge of Defendants. All Plaintiffs knew or should have known that Defendants would be left in the position of defending the estate plan as well as other interested parties whose rights were eviscerated as a result of the mediation.

(iii) All Plaintiffs failed to present evidence to the Court that the settlement was reduced to writing; was signed by all parties affected thereby; does not violate the provisions and purposes of the Trust; protects the heirs and devisees not made parties; does not violate the First Amendment and Due Process rights of non-parties; protects all other rights of non-settling parties; protects the beneficiaries of the 2000 Trust; protects the needy and deserving students; and protects all creditors and taxing authorities; but instead, Plaintiffs called (other than Defendants) only Bauknight – who by their agreement now serves, *inter alia*, as PR of the Estate and as Trustee of the Trust – and who admittedly had not investigated material issues regarding the settlement and had no opinion on them, including the tax and federal copyright implications. Plaintiffs knew or should have known that their failure to determine the heirs of James Brown; their failure to honor the desires of James Brown; their grant to Terry Brown of the 10-year right of first refusal; and their efforts to devalue the James Brown assets to the detriment of needy students and for the benefit of disinherited persons left Defendants in the position of having to appeal the order to zealously protect the estate plan and its beneficiaries as directed by the Will and Trust.

51. When Plaintiffs engaged in said conduct, they expected it would be acted upon by others, including Defendants.

52. Defendants are now informed and believe that Plaintiffs well knew they would subsequently engage in inconsistent conduct as circumstances permitted and when necessary or appropriate to advancing their own, personal agendas rather than the estate plan of Mr. Brown.

53. At the time Plaintiffs engaged in the original conduct or took the original positions, Defendants had no knowledge or means of knowing that Plaintiffs would subsequently behave inconsistently or assert inconsistent positions, and Defendants are prejudiced by Plaintiffs' inconsistent conduct and their assertion of inconsistent positions.

54. As a result, Plaintiffs' case should be dismissed with prejudice, with costs taxed to Plaintiffs.

FOR A TENTH DEFENSE TO ALL CAUSES OF ACTION
(Waiver)

55. All allegations made above are incorporated herein where relevant.

56. To the extent Defendants breached any duties in the management and administration of the Estate and Trust, which is denied, Plaintiffs have intentionally relinquished

FOR AN ELEVENTH DEFENSE TO ALL CAUSE OF ACTION
(Unclean Hands)

58. All allegations made above are incorporated herein where relevant.

59. Defendants are informed and believe that in early January 2007, certain Brown family members (all Plaintiffs in this case) met with lawyers in Atlanta, GA and formulated a plan to sabotage Mr. Brown's carefully created estate plan with the objective of acquiring assets he expressly declined to give them; contemporaneously, Tommie Rae assembled a team of at least six lawyers to attempt to take up to half of Mr. Brown's assets, to which she was not entitled.

60. Defendants are further informed and believe that in early January 2007 Dallas and Cannon and others, who had their own pecuniary agenda, began manipulating evidence as to the ownership of assets in an effort to preclude or minimize the opportunities of the family and Tommie Rae.

61. Within those dynamics, the family and Tommie Rae sued in or around January 2007 to remove Dallas, Cannon and Bradley as fiduciaries, many relying on the estate plan they now seek to dismantle for their standing.

62. Defendants are further informed and believe that in approximately March of 2007, Dallas and Cannon successfully solicited Forlando Brown, a grandson of Mr. Brown who plans to own the James Brown assets and had participated in the family meeting in Atlanta in January and February, to abandon the family and join them. His brother, Romunzo Brown, and his father, Terry Brown, joined Forlando in abandoning the family and aligning themselves with Dallas and Cannon.

63. Within these dynamics, in an effort to calm all parties, the Aiken County Circuit Court appointed Defendants as non-fiduciary SAs of the Estate on March 7, 2007, with limited

authority.

64. Almost immediately, the family, Tommie Rae and Dallas and Cannon undertook to promote their own individual interests; and though adverse to one another in other respects, the family and Tommie Rae were united in their opposition to Dallas, Cannon and Bradley. As a result, Dallas and Cannon became defensive and uncooperative, and they began to resist Defendants' scrutiny.

65. Despite the resistance of Dallas and Cannon, on July 17, 2007, Defendants discovered Cannon's \$900,000 misappropriation from the Trust. Nevertheless, Cannon resigned on August 10, 2007 from all positions, fiduciary and otherwise, with the Estate, the Trust and most Brown business entities.

66. Eventually, Dallas and Cannon undertook, individually and through certain agents, to falsely convince the AG that Defendants were bad. The Office of the AG was receptive to the efforts of Dallas and Cannon.

67. As a result of continuing scrutiny and pressure, Dallas and Bradley resigned as Estate and Trust fiduciaries at a hearing on November 20, 2007, rather than defend against the case for their removal.

68. Immediately upon the resignation of all three fiduciaries and with no advance notice, the Court appointed Defendants as substitute PRs and Trustees. All Plaintiffs except for Bauknight and the AG supported and encouraged the appointment.

69. By their appointment, Defendants were charged with the legal duty of upholding Mr. Brown's Will and Trust. Brown's Will and Trust were contrary to the interests of the family and Tommie Rae.

70. By November 21, 2007, Dallas, Cannon and Bradley were experiencing second

thoughts about their resignations, and Assistant AG Jones had communicated with Pope, insisting that Defendants resign immediately as PRs and Trustees or risk removal proceedings. They, and the other Plaintiffs, thereafter engaged in the following activities:

- (a) Accusing Buchanan and Pope of impropriety in November 2007 after having just represented to the Court that Defendants' behavior was extraordinary;
- (b) Threatening Buchanan and Pope with grievances, harm and liability for not agreeing with the settlement;
- (c) Asserting Buchanan and Pope should have obtained appraisals after having reviewed and acquiesced in or adopted Defendants' proposal to value assets without an appraisal;
- (d) Sabotaging the Christies' auction in violation of court orders;
- (e) Falsely accusing Defendants of impropriety with intent to damage their professional standing.

71. Such inequitable conduct touched Defendants personally, touched the subject matter of this litigation and prejudiced or injured Defendants as hereinafter more fully alleged, as a result of which this litigation should be dismissed with prejudice, with costs taxed to Plaintiffs.

FOR A TWELFTH DEFENSE
(Comparative Negligence/Recklessness/Willfulness)

72. All allegations previously set forth herein are incorporated herein.

73. To the extent that Plaintiffs are entitled to anything, and to the extent Defendants were careless, negligent, grossly negligent, willful, wanton or reckless in any particular, which is denied, Plaintiffs were more than fifty percent (50%) negligent, grossly negligent, negligent *per se*, careless, reckless, willful and wanton in the particulars hereinabove alleged, and as to certain Plaintiffs in the following additional particulars, which upon information and belief, include the

following:

(a) AS TO AG McMASTER:

- (i) In failing to determine the heirs of James Brown.
- (ii) In unreasonably attempting to agree with others as to the identity of the heirs of James Brown to the exclusion of real heirs, and with insufficient understanding or inquiry into the negative impact this incorrect finding has on the Estate and Trust's rights under the Federal Copyright Act.
- (iii) In unreasonably executing three different settlement contracts (August 10, 2008, the Legacy Trust and the January 29, 2009 contract), with insufficient understanding that they exposed an estate that would pay no estate taxes under the estate plan to between \$10 and \$40 million of estate taxes.
- (iv) In unreasonably executing the Legacy Trust with insufficient understanding that it would disqualify the "I Feel Good" private foundation under 501(c)(3) of the IRC, exposing the estate and 2000 Trust to millions of dollars of estate and income taxes.
- (v) In unreasonably failing to recover for the Estate and Trust \$12+ million from Dallas and Cannon and others, which Defendants began in Case 322 pending in Aiken County.
- (vi) In failing to timely seek dismissal of the Dallas appeal, and in failing to seek the recovery of costs of Case 122 from Dallas and Cannon.
- (vii) In joining or acquiescing in Terry Brown's and David Cannon's attempt to devalue the James Brown assets for the benefit of their joint venturers and diminishing the charitable gift.
- (viii) In failing to accept the Corbis/GreenLight proposal, causing loss and devaluation of the James Brown assets.
- (ix) In unreasonably interfering with a proposed right of first offer, thereby damaging and devaluing the James Brown assets.
- (x) In failing to properly protect the Federal Copyright Act rights of the Estate and Trust.
- (xii) In unreasonably contracting to give Tommie Rae approximately \$20 million where the overwhelming evidence demonstrated there was no basis in fact or law for such a contract.
- (xiii) In unreasonably substituting his judgment for that of properly performing fiduciaries, then unreasonably exercising such judgment.

(xiv) In unreasonably agreeing to give Dallas/Cannon joint venturer Terry Brown \$4 million and a right of first refusal, destroying Mr. Brown's estate plan and the value of his assets, causing irreparable harm and exposure to millions of additional dollars of taxes.

(xv) In unreasonably attempting to cover up their negligent acts or omissions by attacking properly serving fiduciaries who are entitled to reasonable compensation and reimbursement for the defense of this action.

(xvi) In unreasonably joining in a private tort suit to damage the "I Feel Good" private foundation and its agents for the personal benefit of private individuals.

(xvii) In unreasonably appointing and controlling Bauknight, including his reckless recommendation that the court approve the AG's actions with no due diligence, resulting in a loss to the Estate and Trust, if not overturned, of at least \$50 million.

(xviii) In unreasonably executing the August 10 contract without consulting with, and excluding, the court-appointed accountant and PR/Trustees, and without adequate knowledge of the Estate Tax impact on the Estate and Trust, or the income tax impact on Brown Entities.

(xix) In unreasonably refusing to participate with the court-appointed accountant and PR/ Trustees in preparing the Estate Tax Return, notwithstanding the PR/Trustees' invitation for the AG to participate.

(xxii) In unreasonably contracting on August 10 to defeat the interests of the beneficiaries and fiduciaries of Mr. Brown's estate plan who did not attend the secret mediation.

(b) AS TO BAUKNIGHT:

(i) In unreasonably recommending and ratifying the above actions of the AG.

(ii) In unreasonably failing to approve the GreenLight 2-year Publicity Rights contract which, but for his failure to approve the contract, could have been in place in May 2009 and would have enhanced the value of the James Brown assets.

(iii) In unreasonably making false and unsupported allegations against Defendants after testifying to the contrary.

(iv) In unreasonably failing to disclose to the Court that he had already undertaken a fiduciary duty to Tommie Rae and Terry Brown, while purporting to make an independent recommendation as to whether the settlement should be approved.

(v) In unreasonably failing to complete the claims litigation.

(vi) In unreasonably failing to ascertain, categorize and pay valid debts and claims of

the 2000 Trust and Estate, including the proper expenses for the defense of the estate plan.

(vii) In unreasonably recommending a \$50 million transfer from Brown's assets with insufficient understanding of Brown's estate plan.

(viii) In unreasonably recommending a \$50 million transfer from Brown's assets with insufficient understanding of the tax implications.

(ix) In unreasonably recommending a \$50 million transfer from Brown's assets with insufficient understanding of likely outcomes regarding allegations related to the issues related to spousal claims, capacity and/or undue influence.

(x) In unreasonably recommending the proposed determination of heirs with insufficient understanding of the federal copyright law implications.

(xi) In unreasonably recommending the proposed settlement which Defendants are informed and believe result in more than \$50 million of damage to the Estate and Trust, taking more than 65% of Brown's assets from Brown's estate plan.

(c) AS TO THE REMAINING PLAINTIFFS:

(i) In unreasonably interfering with the Christie's sale, which Defendants are informed and believe would have provided liquidity for the management and administration of the Estate and Trust, and causing financial detriment to the Estate and Trust and to the value of the James Brown assets.

(ii) In unreasonably, purposely chilling the Christie's sale by their individual acts and those of their duly authorized agents for the purpose of rendering the Estate and Trust unable to compensate Defendants, in an attempt to force Defendants to quit or abdicate their duties under the Will and Trust.

(iii) In unreasonably interfering with the Defendants' proposed GreenLight contract, which Defendants are informed and believe would have enhanced the value of all James Brown assets and would have provided liquidity for management and administration purposes.

(iv) On information and belief, in unreasonably forming alliances with Dailas and Cannon, whom they initially opposed for good reason, so they could all get paid at the expense of Mr. Brown's estate plan and at the expense of the Defendants as properly performing fiduciaries.

74. As a direct and proximate of one or more of Plaintiffs' aforesaid negligent, grossly negligent, negligent *per se*, careless, reckless, willful and wanton acts or omissions, which Defendants are informed and believe render Plaintiffs 51% or more at fault, Plaintiffs are

barred from recovery; if, however, Plaintiffs are 50% or less at fault, Defendants are entitled to a setoff against any Plaintiff's verdict, the entitlement to which Defendants deny, equal to the percentage of Plaintiffs' fault.

FOR A THIRTEENTH DEFENSE
(Intervening Acts of Others)

75. All allegations made above are incorporated herein where relevant.

76. Defendants respectfully allege that the intervening negligent, grossly negligent, negligent *per se*, careless, reckless, willful, wanton and intentional acts or omissions of third parties interfered with the management and administration of the Estate and Trust and proximately caused Plaintiffs' damages, if any (which are denied).

FOR A FOURTEENTH DEFENSE AND FIRST COUNTERCLAIM
(Abuse of Process)

77. All allegations made above are incorporated herein where relevant.

78. Defendants are informed and believe that Plaintiffs have maliciously commenced this legal action for an ulterior purpose of forcing Defendants to abandon or dismiss the appeal of the May 26, 2009 order of the Circuit Court of Aiken County approving a settlement desired by Plaintiffs.

79. Plaintiffs' commencement of this action is not a legitimate use of process in that, assuming Plaintiffs succeed in the lawsuit (their entitlement to which is denied), Plaintiffs' improper and collateral objective cannot be accomplished.

80. As a direct and proximate result of Plaintiffs' abuse of process, Defendants have sustained actual damages in such amount as they shall prove at trial, for which they are entitled to judgment against Plaintiffs.

81. Defendants are informed and believe they are entitled to judgment against

Plaintiffs for punitive damages in such amount as a jury shall find to be fair, reasonable and just.

FOR A FIFTEENTH DEFENSE AND SECOND COUNTERCLAIM
(Civil Conspiracy)

82. All allegations made above are incorporated herein where relevant.

83. Defendants are informed and believe that all Plaintiffs agreed and combined with each other and with third parties for the purpose of injuring Defendants, and acted in furtherance of the conspiracy, which has caused Defendants special damages as hereinafter and otherwise alleged in this Answer and Counterclaim.

84. Upon information and belief, Defendants allege that in early January 2007, various family members and/or their agents (Plaintiffs in this case) met with lawyers in Atlanta, GA and formulated a plan to sabotage Mr. Brown's carefully created estate plan with the objective of acquiring assets he expressly declined to give them. (Forlando, Romunzo and Terry Brown later switched their allegiance to Dallas and Cannon.) Relatively contemporaneously with the family's undertaking, Tommie Rae assembled a team of at least six lawyers to attempt to take up to half of Mr. Brown's assets, to which she was not entitled.

85. In furtherance of these schemes, the family and Tommie Rae separately filed lawsuits attacking the validity of the Will and Trust, and, in addition, Tommie Rae asserted she was entitled to relief as a surviving spouse.

86. Upon information and belief, Defendants allege that by not later than November 20, 2007, in light of the resignations of Dallas and Cannon and the court appointment of Defendants as PR/Trustees, Dallas, Cannon, Forlando, and Terry realized that their scheme to sell the James Brown assets at a low value to an entity owned by one or more of themselves, with a kickback to one or more of themselves, and which also included a plan to pay the fiduciary-related claims of Dallas and Cannon from the sale(s) proceeds, was in substantial jeopardy.

agreement which provides, *inter alia*, that they would seek removal of Defendants as fiduciaries and oppose Defendants' request for any commission.

92. Defendants are informed and believe that Bauknight has joined the remaining Plaintiffs in the agreement and is acting in furtherance thereof.

93. As a direct result of Plaintiffs' improper agreement and their many acts and intentional omissions in furtherance of the agreement, Defendants have sustained special damages for which they are entitled to judgment, including, but not limited to (a) the expenditure of Defendants' personal money in fulfilling the duty of protecting, defending and enhancing Mr. Brown's estate plan, (b) the loss of business and income from Defendants' ordinary law practices, both of which are seriously crippled, while dealing with Plaintiffs' attempt to overwhelm Defendants and thereby force a resignation or the abdication of Defendants' responsibility under the Will and Trust; and (c) the further expense and time involved in collecting their claimed commission, which is fair and reasonable and customary for performing the usual and customary duties of fiduciaries in like circumstances, and insufficient for the extraordinary duties performed by Defendants under these circumstances.

94. Defendants are informed and believe they are entitled to recover punitive damages in such amount as a jury shall find to be fair, reasonable and just.

FOR A SIXTEENTH DEFENSE AND THIRD CAUSE OF ACTION
(Intentional Interference with Contract)

95. All allegations made above are incorporated herein where relevant.

96. Pursuant to their authority under the Will/2000 Trust and unappealed Order of the Court dated January 8, 2008, Buchanan and Pope were parties to an approved agreement to be paid as SAs, and for partial payment of their fiduciary commissions as approved by the Court, with interest on unpaid amounts. Plaintiffs were aware of this agreement.

97. Plaintiffs have intentionally interfered with Defendants' contract with the Estate/2000 Trust, causing it to be breached and Defendants to be damaged. As a result, Defendants are entitled to compensation for all damages resulting from Plaintiffs' interference with their contract for SA's fees, partial commissions and costs, with interest.

FOR A SEVENTEENTH DEFENSE AND FOURTH CAUSE OF ACTION
(Violation of §62-1-106)

98. All allegations made above are incorporated herein where relevant.

99. The term "heirs" has been used freely, and at times incorrectly, by Plaintiffs, but by March 28, 2008 all Plaintiffs, on information and belief, had knowledge that the heirs of James Brown should be properly determined, even though most were entitled to nothing under Brown's Estate Plan.

100. On information and belief, Plaintiffs had knowledge that an improper determination of heirs would damage the Estate/2000 Trust under the Federal Copyright Act.

101. The Attorney General's answer in Case 2008-CP-02-0872 did not specifically address the "heirs" issues, leaving to Defendants the protection of the Estate/2000 Trust under the Federal Copyright Act.

102. On August 10, 2008, however, without consulting with Defendants, the Attorney General and some of the Plaintiffs stipulated to what is, upon information and belief, an incorrect determination of heirs.

103. Thereafter, in numerous representations and filings with the Court, said Plaintiffs have been presented to the Court as the sole and correct heirs of James Brown, a determination which upon information and belief is false, material, and known by Plaintiffs to be false.

104. On information and belief, said Plaintiffs intended for this known incorrect determination to be relied on and acted on by the Court and the Court and others have relied on

such representations, proximately causing injury to the Estate, 2000 Trust and Defendants.

105. On information and belief such representations circumvented the provisions and/or purposes of the South Carolina Probate Code, including 62-1-102(b)(2), which purpose is to discover and make effective the intent of the decedent in the distribution of his property and (4) to facilitate use and enforcement of certain Trusts and have benefitted from the statements and filings; having been injured thereby, Defendants, on information and belief, are entitled to appropriate relief.

FOR AN EIGHTEENTH DEFENSE AND FIFTH CAUSE OF ACTION
(Attorneys' Fees)

106. All allegations made above are incorporated herein where relevant.

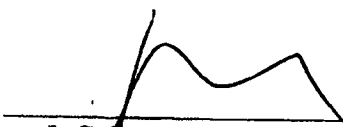
107. On information and belief, Plaintiffs are entitled to recover the costs of this action, including attorneys' fees, under South Carolina Probate Code Section 62-7-1004 and other applicable law.

WHEREFORE, Defendants pray that the Court inquire into the matters set forth herein and (a) dismiss the Complaint in its entirety, with prejudice, and with all costs taxed to Plaintiffs; (b) award actual damages to Defendants in such amount as they shall prove to a jury; and (c) award punitive damages to Defendants in such amount as a jury shall find to be fair, reasonable and just.

DEMAND FOR JURY TRIAL

Defendants demand a jury trial as to all legal defenses and causes of action pursuant to Rule 38, SCRPC; and Defendants request the Court, of its own initiative, try any and all equitable issues by the same jury sitting as an advisory jury pursuant to Rule 39(c), SCRPC.

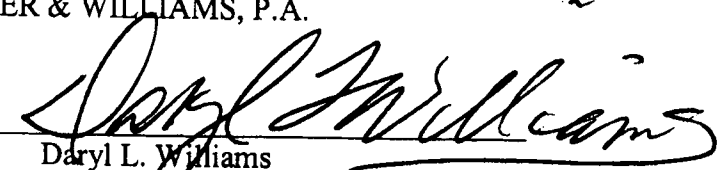
SOWELL GRAY STEPP & LAFFITTE, L.L.C.

By: 

J. Camoun Watson
1310 Gadsden Street
Post Office Box 11449
Columbia, South Carolina 29211
(803) 929-1400

Attorneys for Defendant Robert L. Buchanan, Jr.

JETER & WILLIAMS, P.A.

By: 

Daryl L. Williams
1204 Main Street, Suite 200
Post Office Box 7425
Columbia, South Carolina 29202
Telephone: (803) 765-0600
Facsimile: (803) 765-0619

Attorney for Defendant Adele J. Pope

Columbia, South Carolina
September 30, 2010

Exhibit D

STATE OF SOUTH CAROLINA

COUNTY OF RICHLAND

RUSSELL L. Bauknight, as Trustee,
and others

and
HENRY DARGAN McMASTER and
others

Plaintiffs,

v.

Adele J. Pope,

Defendant.

IN THE COURT OF COMMON PLEAS
FIFTH JUDICIAL CIRCUIT

Case No.: 2010-CP-40-4900

Affidavit of Adele J. Pope
Opposing Striking of Offers of Judgment
and in Support of Sanctions Against
Any Plaintiff(s) Delaying or Not Attending
Court-Ordered Mediation

JEANETTE W. McBRIDE
C.C.P. & G.S.

2012 AUG 21 PM 4:25

RICHLAND COUNTY
FILED

PERSONALLY APPEARED BEFORE ME, Adele J. Pope, who, being duly sworn,

deposes and says:

1. This affidavit is made of my own personal knowledge.
2. In June, refusing a single deposition in this 2-year old case, Tommie Rae Hynie, Russell Bauknight, Attorney General Wilson and other Plaintiffs urged the Court to order a pre-deposition mediation.

3. I believed mediation would be more productive after Mr. Wingate learned from three or four of his clients material facts which will be important at mediation, including:

a. Terry Brown under oath supported James Brown's estate plan; was part of a \$90 - \$100 Million offer to buy Brown's music empire; then - after securing a right to buy the music empire at "fair market value" - lied to the S.C. Supreme Court, telling them: (1) Brown's worldwide music empire was worth less than \$4.7 Million; and (2) there was never an offer to buy the music empire.

b. Tommie Rae Hynie was not Brown's wife and knew it, including having a conversation with trustee Albert Dallas in 2006 confirming they were not married and that she was a guest in Brown's home.

c. Janise Brown did not know when she signed a document in 2009 that the \$285,000 Education Trust Fund her grandfather gave her would be dismantled; may not have known this lawsuit was filed; and did not know she had sought to become part of a S.C. Freedom of Information ("FOIA") Suit and seek sanctions against me.

d. Deanna Brown, either intentionally or through failure to inquire, has repeatedly blamed taking \$52 ½ Million from the "I Feel Good" foundation and giving it to a fabricated "family", with about \$20 Million going to their lawyers, on "greedy" Trustees, where it was James Brown's six acknowledged children who aligned themselves with Brown's non-spouse to destroy Brown's dream and the education funds of their own children.

e. Daryl Brown showed extraordinary bravery by admitting that Brown's acknowledged children made a mistake when they were persuaded by AG Sonny Jones and others to abandon what they knew to be Brown's valid Estate Plan and align themselves with someone they knew was not Brown's wife.

f. Russell Bauknight has repeatedly breached his duty to the Estate and 2000 Trust, including by his outrageous less-than \$4.7 Million valuation of Brown's Music empire and the false "slam dunk" representation to the Supreme Court.

4. Since the Court's Order for Mediation, however, I have done everything possible to schedule mediation and make it as successful as possible while one or more of Plaintiffs has – for more than a month – directly interfered and attempted to prevent its taking place.

5. I ask the Court to sanction anyone who delays the scheduling of, or fails to attend, mediation before October 17, 2012.

6. My Offers of Judgment, also made as settlement offers, reflect my hope that some or all of Brown's acknowledged children will join their brother Daryl in publicly seeking the help of AG Wilson in returning the \$50+ Million of James Brown's private property taken from the "I Feel Good" foundation.

7. I am informed and believe that if the alliance between McMaster and Brown's

acknowledged children had not happened, Bauknight's incorrect "slam dunk" claim to the S. C. Supreme Court about Tommie Rae Hynie would never have happened. Nor would Bauknight's less-than \$4.7 Million valuation of Brown's \$100 Million worldwide music have ever occurred.

8. I am informed and believe that there is no basis to strike the Offers and the facts set out in them will help the parties prepare for the mediation.

9. I am informed and believe that if AG Wilson, Daryl Brown and perhaps Terry – all of whom have publicly stated that Brown's estate plan was valid and conformed to his wishes – accepted their Offers of Judgment it would be a first and important step in restoring \$50 Million of James Brown's private property taken by the State/AG, and honoring one of South Carolina's most talented and generous citizens.

10. If these three, joined by Janise (and with Daryl speaking for Lindsey), asked the Supreme Court to set aside the settlement which destroyed Brown's Estate Plan, I am informed and believe that by December 25, 2012 – the 6th anniversary of Brown's death – the following could be accomplished:

- a. The approximately \$ 52 ½ Million of Brown's private property taken from the "I Feel Good" Foundation could be returned.
- b. The taxpayers of South Carolina would stop paying for 10+ State lawyers at the AG's office to take over private property.
- c. The public could find out why AG Wilson and his appointee Bauknight failed to seek any restitution from David Cannon, who took \$12+ Million from what should have been scholarships for needy students.
- d. The James Brown "I Feel Good" Trust could immediately start paying hundreds of thousands of dollars in scholarships to needy and deserving students each year.

e. Plaintiffs Janise, Jason, Lindsey, Carrington and Sydney would get back their \$285,000 education trusts, and could immediately receive payment or reimbursement of up to \$285,000 for education expenses since Brown died¹.

f. Control of Brown's private Estate/2000 Trust would be returned from the State, which took it over in 2009, to private trustees, as set up by James Brown in his valid will and 2000 Trust.

g. The \$20+ Million claimed by the more than 35 attorneys who worked to destroy James Brown's Estate Plan would not be paid.²

1

Subject to their ratification of the validity of the 2000 Trust, through a GAL or parent for minors. Through Levenson, their parents refused to sign the ratification in 2007 when asked, even though Levenson had brought suit on behalf of the minors to enforce the 2000 Trust, which their parents later sought to set aside.

2

The 35+ attorneys Bauknight proposes to pay and Pope, if returned as PR/Trustee would not pay, and their estimated claims are: (1) - (16) Nexsen Pruet: **Claimed fees unknown**; Actively participated in and/or supported the less-than \$4.7 Million value; the false "slam dunk" claim relating to Hynie's status; and false representations about the heirs under the Copyright Act and the value of their interest; failed to collect anything from David Cannon in Case 322 or by restitution; Refused to resolve the Dallas claim because he will make true statements about Hynie not being Brown's spouse; the \$100 Million value; and other things to help restore Brown's Estate Plan. (17) - (22) Hynie's lawyers and those of her son: Estimated Contingency-Fee claim: **\$12 Million**. Agreed to take the matter on a contingency fee, meaning if she loses, they lose. Facts are clear that she is not Brown's spouse and knows it. Participated in or supported the fabricated less-than \$4.7 Million valuation. (23) - (26) Levenson. Estimated claimed Fees: **\$8 Million**. Used the true beneficiaries of Brown's 2000 Trust - minor grandchildren - to waste the Estate/Trust's time for a year to gather evidence, which never materialized, to help 6 acknowledged children destroy Brown's valid Estate Plan. Unable to support their claim, the Levenson clients agreed - with knowledge of its falsity - to "stipulate" Hynie was Brown's spouse. (27) - (30) Wingate Firm: Estimated Claimed Contingency Fees: **An undisclosed percentage of tens of millions**. With no investigation, sued Buchanan/Pope on behalf of 15+ clients - including purportedly the State/AG - for the improper purpose of destroying their careers so Buchanan/Pope would drop the appeal of the destruction of the valid Estate Plan of James Brown. Admitted in initial and later documents filed on behalf of all Plaintiffs that the "I Feel Good" Trust was James Brown's dream, and important to him. Has spent two years aiding non-spouse Hynie in escaping the deposition she has escaped for 5 ½ years, and in trying to hide Hynie's "diary" and gag the PR/Trustee from disclosing its known contents; (31) - (34) Powell Goldstein (Now Bryan Cave): **Claimed fees unknown**. Provided

h. The AG's/family's error in agreeing to "stipulate" that Brown's companion Hynie was Brown's spouse, when all had knowledge³ that Hynie was not Brown's spouse, could be corrected.

i. Daryl and up to 6 other acknowledged or DNA-tested children, if they chose, could begin to get an immediate 1 % life income stream for contracting to exercise Termination Rights under the Copyright Act.⁴

j. Attorneys' fees would be less than 1/10 the \$20 Million claimed by Plaintiffs' attorneys, and, if settlement is reached soon enough, most could be recovered from Forlando and Cannon.

11. I ask the Court to take all necessary steps to keep Plaintiffs, who delayed this case unreasonably for two years, from using the mediation they requested as another stalling tactic.

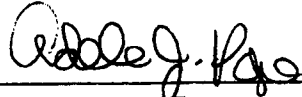
their "good offices" to Terry Brown to help him buy Brown's music empire in the settlement at the same time they told the Federal Court that Brown's valid Estate Plan should be upheld. Allowed client Terry to say to S.C. Supreme Court that Brown's music empire was worth less than \$4.7 Million and there had been no offers to buy, when Terry had been part of 2 \$90-\$100 Million offers for the music empire and client Forlando, under oath, stated offers of \$150 Million were still available in the fall of 2008. (35) David Bell- **Claimed Fee unknown** - filed false affidavit in Federal Court about Buchanan/Pope. Actively participated in Case 1647 without seeking *pro hac vice* status. Simultaneously represented Forlando (Federal Court) and Terry (State Court) in opposing and promoting the same settlement; opposing and attempting to destroy Brown's valid Estate Plan.

(36) A. Camden Lewis: Superlawyer, paid \$600 per hour to defend Brown's valid Estate Plan and reject Hynie's fabricated claim to be Brown's spouse. Firm appropriately paid for work in 2007, then rehired by Bauknight to help AG Wilson fight release under the S.C. Freedom of Information Act ("FOIA") of a copy of **McMaster's Legacy Trust** - created from Brown's private property by McMaster, using his public office, and which Wilson now claims is private.

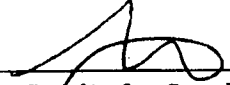
³ See the definition of "knowledge" in the S.C. Trust Code.

⁴ Plaintiffs Tonya and James II, if they take the \$300 DNA test established by the original trustees and pass, could be among the potential seven.

FURTHER DEPONENT SAYETH NOT.


ADELE J. POPE

SWORN TO before me this
21st day of August, 2012

 (L.S.)
Notary Public for South Carolina
My Commission expires: 7/15/2016

STATE OF SOUTH CAROLINA

COUNTY OF RICHLAND

RUSSELL L. BAUKNIGHT, as Trustee of
the James Brown 2000 Irrevocable Trust and
the James Brown Legacy Trust, as Personal
Representative of the Estate of James Brown,
and on behalf of Henry Dargan McMaster, in
his capacity as Attorney General of the State
of South Carolina and others

and

HENRY DARGAN MCMASTER, in his
capacity as Attorney General of the State of
South Carolina; and others,

Plaintiffs.

v.

Adele J. Pope and Robert L. Buchanan, Jr.,
Defendants.

) IN THE COURT OF COMMON PLEAS

)

) Case No.: 2010-CP-40-4900

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AFFIDAVIT OF ADELE J. POPE
SUPPORTING DISMISSAL
OF DARYL BROWN, LINDSAY
BROWN AND JANISE BROWN
AS PLAINTIFFS AND BAUKNIGHT
AS THEIR AGENT
IF DARYL BROWN FAILS TO
APPEAR AT NOTICED DEPOSITION

2012 JUL -5 AM 9:10
C.C.P. 40-4900

PERSONALLY APPEARED BEFORE ME, ADELE J. POPE , who being duly
sworn, deposes and says:

1. This Affidavit is based on my personal knowledge and belief.
2. The Article attached as Exhibit A follows several months of rumors that the
firm of Sweeney, Wingate & Barrow, PC ("Wingate") brought this 2-year-old tort suit
against Robert Buchanan and me – seeking tens of millions of dollars – without the
written authorization of some or all of the Plaintiffs.
3. Wingate's contingency representation, on information and belief, must
be in writing.
4. For 2 years, Wingate, Bauknight and two Attorneys General of South

Carolina have refused to produce the Wingate Contingency-Fee contract, asserting that it was private because Wingate represented former AG McMaster and also Daryl and other private clients.

5. Two Plaintiffs have now said they did not engage Wingate.

6. If Daryl Brown's taped statement is correct, I am informed and believe that his Complaint against Bob Buchanan and me should be dismissed.

7. If Daryl Brown actually signed the contingency-fee engagement with Wingate, I am informed and believe it will be revealed at his deposition.

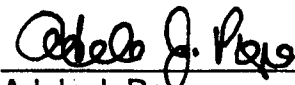
8. I am also informed and believe that whether the Complaint of Daryl Brown's children Lindsay and minor Janise should also be dismissed will be resolved.

9. I am also informed and believe that the deposition will reveal whether Wingate, without authorization, sought to intervene for Daryl in a South Carolina Freedom of Information Act ("FOIA") Case – and sought sanctions against me for Daryl.

10. The Plaintiffs, including Daryl if he is one, have repeatedly abused the discovery process in this case and, on information and belief, dismissal is merited.

11. I am informed and believe that the deposition of Terry Brown is necessary for the same reasons stated as to Daryl's.

FURTHER DEPONENT SAYTEH NOT.


Adele J. Pope

SWORN TO before me this 1st day of
July 2012

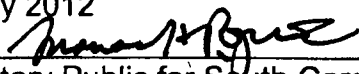
 (L.S.)
Notary Public for South Carolina
My commission expires: 3-28-2022

Exhibit F

STATE OF SOUTH CAROLINA
COUNTY OF RICHLAND

RUSSELL L. Bauknight, as Trustee,
and others

and

HENRY DARGAN McMASTER and
others

Plaintiffs,

v.

Adele J. Pope,

Defendant

) IN THE COURT OF COMMON PLEAS
) FIFTH JUDICIAL CIRCUIT

Case No.: 2010-CP-40-4900

Offer of Judgment of
Adele J. Pope to Jason Brown Lewis

RICHLAND COUNTY
FILED
2012 JUL 31 AM 10:25
JEANETTE W. McBRIDE
Clerk of Court
& G.S.

TO: PLAINTIFF JASON BROWN LEWIS AND SWEENEY, WINGATE AND BARROW,
PA. ("WINGATE") HIS ATTORNEYS :

Pursuant to South Carolina Code §15-35-400, Rule 68 of the South Carolina Rules of Civil Procedure, and all other applicable law, Defendant Adele J. Pope ("ADELE") proffers an Offer of Judgment to Plaintiff/Counterclaim Defendant JASON Brown Lewis ("JASON") and Russell L. Bauknight as purported agent for JASON in the above-referenced matter as set out below:

If pursuant to said rule and law, the Offer is not timely accepted and the judgment against said Defendant Pope is less than the above proffer, said Defendant/Counterclaim Plaintiff shall seek from JASON all expenses and costs, including attorneys' fees, under South Carolina Code §15-35-400, Rule 68 of the South Carolina Rules of Civil Procedure, the South Carolina Trust Code, and all other applicable law, and interest under Rule 68.

RECITALS

1. On May 19, 2010 JASON, through WINGATE, sued ADELE and Robert Buchanan, Jr. ("Bob") in this Case ("Case 4900").

2. JASON and his Co-Plaintiffs seeks tens of millions of dollars from ADELE. JASON asserts ADELE breached her duty to him under a \$285,000.00 Education Trust, part of the James Brown 2000 Irrevocable Trust (the "2000 Trust").

3. JASON's \$285,000.00 Education Trust and one for each of six other designated grandchildren were created by JASON's grandfather, entertainment icon James Brown, as part of his August 1, 2000 Estate Plan.

4. JASON's mother Deanna provided the estate planning attorney who drafted the 2000 Trust with names, dates of birth and other information about the 7 grandchildren.

5. After Brown's death on December 25, 2006 Deanna served briefly as a Trustee of the 2000 Trust, but by January 9, 2007 Deanna had engaged Atlanta attorney Louis Levenson to help Deanna and her siblings, all intentionally disinherited from Brown's music empire, destroy it.

6. Deanna and others contracted to pay Levenson \$150,000 and 30% of what Levenson could get them by destroying Brown's Estate Plan.

7. Deanna knew she was disinherited by Brown from his music empire, and had stated it in her \$1 Million 2002 lawsuit against her father over royalties to about 23 of his more-than 800 published songs.

8. On December 26, 2007 Deanna, through Levenson, filed suit to void Brown's valid Estate Plan. Deanna and Levenson asserted that Deanna could speak for

Manning has ordered ADELE and JASON to appear at mediation on or before October 15, 2012, and before the deposition.

26. Hoping that JASON either did not authorize or ratify -- or now regrets -- the reckless and intentional attacks on his grandfather's noble Estate Plan, ADELE and the right of citizens under FOIA made in his name, ADELE makes the following Offer of Judgment to JASON.

Terms of Settlement

The Parties having resolved their differences in this Case, IT IS HEREBY ORDERED, ADJUDGED AND DECREED:

1. JASON, subject to the terms of the Order, is hereby dismissed as a party to this Case.

2. All claims of JASON against ADELE in this Case are hereby dismissed with prejudice and forever ended.

3. JASON notifies the Court that either:

a. JASON understands, acknowledges and ratifies that the dismantling of his \$285,000.00 Education Trust by Deanna when he was a minor, and releases and relieves ADELE and all other fiduciaries under the 2000 Trust from any and liability for failure to "vigorously defend" or enforce the Estate Plan of James Brown as it applies to JASON, including in the creation, funding and proper management of JASON's \$285,000.00 Education Trust;

OR

b. JASON shall, within 30 days, notify the S.C. Supreme Court that he became an adult before May 26, 2009 but did not fully understand the effect the settlement entered into on his behalf by Deanna and Levenson on his \$285,000.00 Education Trust; that he did not have a Guardian *ad Litem* at any time, even though his mother's position in Case 1647 was patently adverse to his; that neither Levenson nor any attorney advised him when he declared that the settlement was in his best interest; and that he asks the Court to set aside

the May 26, 2009 Order as it relates his \$285,000.00 Education Trust.

4. Notification by JASON:

I elect (by checking ONLY ONE) Paragraph 3a___ OR 3b___.

5. (If 3 b elected) JASON asserts that he did not* [or did] sign a Contingency Fee Contract with WINGATE and did not * [or did] authorize and/or ratify Russell Bauknight to serve as his agent in commencing and/or continuing this Case 4900. In either case JASON directs WINGATE and Bauknight to produce to ADELE any and all documents which he or they assert constitute such contract or authorization. [*Must select truthful answer.]

6. JASON withdraws all attempts to intervene in any FOIA case and/or seek sanctions against ADELE.

7. (If 3b elected) JASON asserts that he did not* [or did, if correct] authorize and/or direct WINGATE or Bauknight to seek to intervene in a FOIA Case on his behalf; does not desire to prevent the release of any public document; and asks AG Wilson to produce any document which will help ADELE protect the "I Feel Good" Trust or his \$285,000.00 Education Trust. [*Must select truthful answer.]

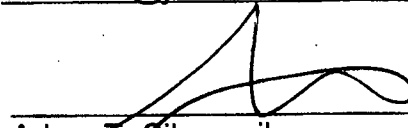
8. (If 3b elected) JASON and ADELE will make every effort to obtain payment and/or reimbursement to JASON of up to the full amount of the \$285,000.00 Education Trust fund upon his filing in Aiken County and the Supreme Court notice that he ratifies the August 1, 2000 Estate Plan of James Brown.

9. A certified copy of this Order may be presented to any Court as evidence of the settlement between JASON and ADELE in this matter and of their respective positions in any other Case or any other matter.

AND IT IS SO ORDERED.

Respectfully submitted,

Daryl L. Williams
Jeter & Williams, P.A.
1204 Main Street, Suite 200
Post Office Box 7425
Columbia, South Carolina 29202
Telephone: (803) 765-0600
Facsimile: (803) 765-0619
dwilliams@jeterandwilliams.com



Adam T. Silvernail
Law Office of Adam T. Silvernail, LLC
1218 Taylor Street
Post Office Box 1898
Columbia, South Carolina 29202-1898
Telephone: (803) 779-1770
Facsimile: (803) 403-8092
Adam@silvernaillawfirm.com

Attorneys for Defendant Adele J. Pope

July 30, 2012

Exhibit 6

STATE OF SOUTH CAROLINA
COUNTY OF RICHLAND

) IN THE COURT OF COMMON PLEAS
) FIFTH JUDICIAL CIRCUIT

RUSSELL L. Bauknight, as Trustee,
and others

Case No.: 2010-CP-40-4900

and

Offer of Judgment
of Adele J. Pope to Daryl Brown

HENRY DARGAN McMASTER and
others

Plaintiffs,

v.
Adele J. Pope,

Defendant

JEANETTE W. NEEDLE
C.C.P. & G.S.

2012 AUG -3 AM 10:24

FILED

RICHLAND COUNTY

TO: PLAINTIFF DARYL BROWN AND SWEENEY, WINGATE AND BARROW, PA.
("WINGATE") HIS ATTORNEYS:

Pursuant to South Carolina Code §15-35-400, Rule 68 of the South Carolina Rules of Civil Procedure, and all other applicable law, Defendant Adele J. Pope ("ADELE") proffers an Offer of Judgment to Plaintiff/Counterclaim Defendant Daryl Brown ("DARYL") in the above-referenced matter as set out below:

If pursuant to said rule and law, the Offer is not timely accepted and the judgment against said Defendant Pope is less than the above proffer, said Defendant/Counterclaim Plaintiff shall seek from DARYL all expenses and costs, including attorneys' fees, under South Carolina Code §15-35-400, Rule 68 of the South Carolina Rules of Civil Procedure, the South Carolina Trust Code, and all other applicable law, and interest under Rule 68.

RECITALS

1. DARYL is a son of entertainment icon James Brown who died on December 25, 2006, leaving his entire music empire to the 2000 Trust for the education of seven designated grandchildren, and - through The James Brown "I Feel Good" private

foundation - to provide scholarships for needy and deserving students.

2. On May 19, 2010 DARYL and others, through Wingate, brought this suit for the improper purpose of damaging the careers of ADELE and Robert Buchanan, Jr., so severely that they would be required to abandon their vigorous defense of Brown's Estate Plan and the "I Feel Good" Trust.

3. DARYL has recently notified Attorney General Alan Wilson of his support for the Estate Plan of his father which he previously sought to destroy.

4. It is the position of ADELE that those who have damaged and sought to destroy the "I Feel Good" Trust - or allowed others to do so - must help restore it or be charged with the costs.

5. In that spirit ADELE makes the Offer set out herein.

SETTLEMENT

The Parties having resolved their differences in this Case, IT IS HEREBY ORDERED, ADJUDGED AND DECREED:

1. Subject to the terms of this Settlement Order, DARYL and ADELE have resolved their differences in this action, and DARYL is hereby dismissed as a party.

2. DARYL dismisses with prejudice all claims against ADELE as set out in the Complaint.

3. As to the Counterclaims, DARYL agrees that this Case 4900 was an abuse of process brought for the improper purpose of damaging ADELE and Robert Buchanan, Jr. and forcing them to abandon their appeal in Case 1647.

4. DARYL also agrees ADELE is entitled to the full amount awarded her under the January 8, 2008 Order in Case 122, with interest until paid, and that Plaintiffs intentionally

interfered with this entitlement.

5. DARYL agrees that ADELE is entitled to see any contract DARYL has with WINGATE to bring this suit, and directs WINGATE to produce it.

6. DARYL withdraws all requests to intervene in the FOIA suit, and withdraws his request for sanctions against ADELE.

7. DARYL agrees that he and the other five named children in the valid last Will of James Brown, along with Cinnamon Parris, LaRhonda Pettit and Jeanette Mitchell are the only heirs determined to date, and that Brown died without a surviving spouse.

8. DARYL asserts that Russell L. Bauknight's support of Tommie Rae creates an irreconcilable conflict, making him unable to serve the Estate and Trust of James Brown.

9. DARYL agrees that those fiduciaries, attorneys and advisors who have opposed the Estate Plan of James Brown or declared Tommie Rae to be Brown's spouse should not be paid from the Estate/2000 Trust.

10. DARYL agrees that it would be appropriate for the Estate/2000 Trust to pay up to seven acknowledged heirs of James Brown one (1%) of the annual income of the "I Feel Good" Trust for life to secure their relinquishment or vote in favor of the "I Feel Good" Trust of all rights under the Federal Copyright Act, including Termination Rights.

11. DARYL agrees that except for the 6 acknowledged children and their children, the only method of determination of an heir should be the official DNA testing set up by the Estate in 2007.

12. In consideration of ADELE's agreement if reinstated not to enforce the *In Terrorem* clause for his acts prior to today, DARYL has agreed that he will immediately notify the S. C. Supreme Court of South Carolina of his support of James Brown's Estate

Plan, and desire that it be followed.

13. DARYL will continue his requests to AG Wilson to reverse the actions of his predecessor which, if not reversed, will destroy the "I Feel Good" Trust.

13. DARYL agrees that a copy of this Settlement and Dismissal Order may be used for any purpose to show the position of the parties.

AND IT IS SO ORDERED.

Respectfully submitted,

Daryl L. Williams
Jeter & Williams, P.A.
1204 Main Street, Suite 200
Post Office Box 7425
Columbia, South Carolina 29202
Telephone: (803) 765-0600
Facsimile: (803) 765-0619
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Facsimile: (803) 403-8092
adam@silvernaillawfirm.com

July 26, 2012

Attorneys for Defendant Adele J. Pope

Exhibit H

STATE OF SOUTH CAROLINA

COUNTY OF RICHLAND

RUSSELL L. Bauknight, as Trustee,
and others

and

HENRY DARGAN McMASTER and
others

Plaintiffs,

v.

Adele J. Pope,

Defendant

) IN THE COURT OF COMMON PLEAS
) FIFTH JUDICIAL CIRCUIT
)
)
)

Case No.: 2010-CP-40-4900

) Offer of Judgment of Adele J. Pope
) to the Estate of James Brown
)
)
)

JEANETTE W. HEBRIDE
C.C.P. & G.S.

2012 AUG -3 AM 10:24

FILED
RICHLAND COUNTY

TO: PLAINTIFF ESTATE BROWN AND SWEENEY, WINGATE AND BARROW, PA.
("WINGATE") HIS ATTORNEYS OF RECORD:

Pursuant to South Carolina Code §15-35-400, Rule 68 of the South Carolina Rules of Civil Procedure, and all other applicable law, Defendant Adele J. Pope ("ADELE") proffers an Offer of Judgment to Plaintiff/Counterclaim Defendant ESTATE of James Brown, whose current Personal Representative ("PR") is Russell L. Bauknight ("ESTATE") in the above-referenced matter as set out below:

If pursuant to said rule and law, the Offer is not timely accepted and the judgment against said Defendant is less than the above proffer, ADELE shall seek from ESTATE all expenses and costs, including attorneys' fees, under South Carolina Code §15-35-400, Rule 68 of the South Carolina Rules of Civil Procedure, the South Carolina Trust Code, and all other applicable law, and interest under Rule 68.

RECITALS

1. In 2008 Russell Bauknight's lawyer, Freddie Kingsmore of Nexsen Pruet, a

Senior Assistant to AG Henry McMaster and an agent for Brown's companion Tommie Rae began planning McMaster's takeover of entertainment icon James Brown's private property, a \$100 Million music empire, through use of McMaster's public office.¹

2. Over the next two years McMaster, Tommie Rae and Nexsen Pruet -- working both for Bauknight and to aid their managing partner who aspired to be the next Attorney General -- carried out the takeover and had it approved by a circuit court.

3. If not reversed in the pending appeal, McMaster's action will be the only scheme of its kind in the nation in which an Attorney General takes control of a properly run private foundation and -- in derogation of the documents -- gives himself the right to change the foundation in any way he chooses and hire and fire a single trustee who serves at his whim.

3. The McMaster Plan was:

a. Takeover Brown's \$100 Million music empire, the bulk of which Brown's valid Estate Plan placed in the "I Feel Good" private foundation, to be used solely for scholarships for needy and deserving students;

b. Give a big piece to Brown's disinherited companion, Hynie, represented by a professor and friend of the AG's Senior Assistant.

c. Give Brown's disinherited family whatever was necessary, so long as McMaster -- and hopefully Kingsmore's partner-- retained control of the \$100 Million purse strings and political capital to be amassed from grateful lawyers and other advisors in pay-to-play deals with the AG's trustee.

4. McMaster was already aware how lucrative pay-to-play deals were to his political campaign from having brought a half dozen or so cases enforcement suits

¹ The takeover can be traced to **before** Kingsmore took a trip to Memphis in 2008, but Bauknight, for the ESTATE, has refused to give a deposition which would reveal the exact date.

SETTLEMENT

ADELE proposes:

1. The above Recitals will not be a part of the Settlement unless approved by the Personal Representative of the ESTATE.
2. A Final Order in substantially the following form will dismiss the ESTATE as a party to this Case:

The parties having resolved their differences in this Case ("Case 4900"), it is
ORDERED, ADJUDGED AND DECREED:

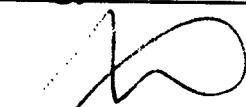
- a. The claims by the ESTATE against ADELE in this Case are hereby dismissed with prejudice and forever ended;
- b. ADELE asserts that she is willing to assert her claims, briefly described below, against the ESTATE, in Aiken County and/or elsewhere, where many are now pending:
 1. To set aside the McMaster Settlement and all Bauknight fiduciary appointments related to the Estate/2000 Trust.
 2. To be paid under the January 8, 2008 in Aiken County Case 2007-CP-02-0122.
 3. For a commission as filed in the Aiken County Probate Court.
 4. For the costs of Case 122 and the Forlando Case, including fees for those she and Robert Buchanan engaged.

As a result it is appropriate, and this Court hereby dismisses the ESTATE as as party to this action and directs that its name be removed from the caption

AND IT IS SO ORDERED.

Respectfully submitted,

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Attorneys for Defendant Adele J. Pope

August 2, 2012

Exhibit I

STATE OF SOUTH CAROLINA
COUNTY OF RICHLAND

) IN THE COURT OF COMMON PLEAS
) FIFTH JUDICIAL CIRCUIT
)
)
)

RUSSELL L. Bauknight, as Trustee,
and others

Case No.: 2010-CP-40-4900

and

Offer of Judgment of
Adele J. Pope to Venisha Brown

HENRY DARGAN McMASTER and
others

Plaintiffs,

v.

Adele J. Pope,

Defendant

TO: PLAINTIFF VENISHA BROWN AND SWEENEY, WINGATE AND BARKOVIC PA
("WINGATE") HER ATTORNEYS:

Pursuant to South Carolina Code §15-35-400, Rule 68 of the South Carolina
Rules of Civil Procedure, and all other applicable law, Defendant Adele J. Pope
("ADELE") proffers an Offer of Judgment to Plaintiff/Counterclaim Defendant Venisha
Brown ("VENISHA") in the above-referenced matter as set out below:

If pursuant to said rule and law, the Offer is not timely accepted and the
judgment against said Defendant Pope is less than the above proffer, said
Defendant/Counterclaim Plaintiff shall seek from VENISHA all expenses and costs,
including attorneys' fees, under South Carolina Code §15-35-400, Rule 68 of the South
Carolina Rules of Civil Procedure, the South Carolina Trust Code, and all other
applicable law, and interest under Rule 68.

RECITALS

1. VENISHA has often honored her famous father James Brown with public

VENISHA has been incarcerated during critical periods of the James Brown proceedings; and WINGATE has refused to allow VENISHA or any other Plaintiff/Counterclaim Defendant to be deposed, ADELE does not know how much VENISHA actually participated, if at all, in the following and other actions taken on her behalf by WINGATE, Bauknight and/or Louis Levenson, Esq.:

a. The August 10, 2008 deal with Henry McMaster to put McMaster in control of James Brown's \$100 Million private fortune and pay VENISHA about \$5 Million – rather than the 1/6 personal effects Brown gave her:

b. The May 2011 false representation to the S.C. Supreme Court that James Brown's worldwide music empire was worth less than \$4.7 Million when James Brown died.

c. The failure to seek recovery in Case 322 or restitution in the criminal proceeding against felon David Cannon.

8. ADELE makes the Offer set out herein to VENISHA.

Terms of Settlement

a. The above recitals will not be made part of the settlement unless agreed by VENISHA

b. VENISHA and ADELE agree that the Court should enter an Order dismissing VENISHA as a party in substantially the following form:

The Parties having resolved their differences in this Case, IT IS HEREBY ORDERED, ADJUDGED AND DECREED:

1. Subject to the terms of this Settlement Order, VENISHA and ADELE have resolved their differences in this action, and VENISHA is hereby dismissed as a party.
2. VENISHA dismisses with prejudice all claims against ADELE as set out in the

Complaint.

3. As to the Counterclaims, VENISHA agrees that this Case 4900 was an abuse of process brought for the improper purpose of damaging ADELE and Robert Buchanan, Jr. and forcing them to abandon their appeal in Case 1647.

4. VENISHA agrees that Russell Bauknight has breached his fiduciary duty to the Estate of James Brown and the James Brown 2000 Irrevocable Trust in at least the following ways:

- a. By falsely asserting the Tommie Rae Hynie was the wife of Brown;
 - b. By valuing James Brown's worldwide music empire at less than \$4.7 Million at his death;
 - c. By failing to seek restitution for the \$12+ Million taken by David Cannon.
 - d. By failing in 3 years to recover anything from David Cannon in Case 322.
 - e. By engaging WINGATE to bring this suit for the improper purpose of stopping ADELE's and Robert Buchanan's appeal of the destruction of James Brown's dream – the "I Feel Good" Foundation.
 - f. By asserting to the S.C. Supreme Court that there were no offers to purchase Brown's assets while suing ADELE for not accepting a \$100 Million offer to buy his music empire.
 - g. By misrepresenting to the S.C. Supreme Court and others the heirs of James Brown under the Federal Copyright Act Termination Provisions and their rights.
5. VENISHA acknowledges she did not authorize WINGATE to intervene in her behalf or seek sanctions against ADELE in a FOIA suit.
6. If the McMaster Settlement is overturned and ADELE returned as PR/Trustee, VENISHA, in full settlement and dismissal of all claims and suits against

the Estate of James Brown and the James Brown 2000 Irrevocable Trust will accept \$230,000.00, being the approximate net value of her 1/6 of the personal and household effects.

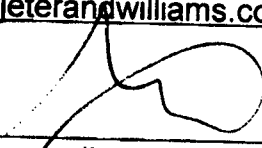
7. If the McMaster Settlement is overturned and ADELE returned as PR/Trustee, VENISHA offers to allow, by proper assignment and/or other documentation, the "I Feel Good" Trust to receive all benefits, if any, VENISHA has as an heir of James Brown under the Federal Copyright Act, including Termination Provisions, and ADELE agrees that it is appropriate for the Estate/2000 Trust to pay VENISHA an amount, at least annually, equal to 1% of the net income of Estate/2000 Trust for VENISHA's life, to be calculated and established in a fair manner by VENISHA and ADELE, and paid by Estate/2000 Trust beginning upon ADELE's reinstatement.

8. VENISHA and ADELE agree that a copy of this Settlement and Dismissal Order may be used for any purpose to show the position of the parties.

AND IT IS SO ORDERED.

Respectfully submitted,

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Adam@silvernaillawfirm.com

Attorneys for Defendant Adele J. Pope

August 3, 2012

2. As to the counterclaims of ADELE against CARRINGTON, ADELE, is entitled to judgment against CARRINGTON on all causes of action in the aggregate amount of \$1.00.

AND IT IS SO ORDERED.

Respectfully submitted,

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Adam@silvernaillawfirm.com

Attorneys for Defendant Adele J. Pope

August 6, 2012

their grandfather, entertainment icon James Brown on August 1, 2000 (the "2000 Trust").

2. James Brown died on December 25, 2006.

3. The 2000 Trust created a separate \$285,000 education fund for each of Lindsey and Janise.

4. On January 24, 2007, when Lindsey was 16 and Janise was 11, their father Daryl J. Brown ("Daryl"), filed Aiken County Case 2007-CP-02-0122 ("Case 122") on their behalf.

5. When Brown's original trustees resigned, at the request of Lindsey and Janise, Adele and Robert Buchanan, Jr. ("Bob") were appointed by the Court as trustees of the 2000 Trust, with all authority and duty as if originally appointed by James Brown.

6. On December 26, 2007, Daryl filed suit to challenge the 2000 Trust, placing in jeopardy Lindsey's and Janise's education funds.

7. On August 10, 2008 Daryl, with others, agreed to substantially reduce, and commingle Lindsey's and Janise's education funds.

8. In an Order dated May 26, 2009 in Case 2008-CP-02-1647 ("Case 1647") the dismantling was approved, and Russell Bauknight became Trustee.

9. Bob and Adele appealed the Case 1647 Order, which is now before the S.C. Supreme Court.

10. On May 19, 2010 Lindsey and Janise (by Daryl) sued Bob and Adele in this Case 2010-CP-40-4900 ("Case 4900"), asserting, among other things, that their appeal in Case 1647 was improper.

11. Janise does not have a guardian *ad Litem* and, on information and belief,

Lindsey has not been informed of the conflict of interest she has with Daryl, her father and Co-Plaintiff.

12. Adele counterclaimed for abuse of process and other causes of action, including attorneys' fees.

13. Adele, Lindsey and Janise, through her parent(s), all now want to resolve their respective claims; confirm the validity of the 2000 Trust; and dismiss Lindsey and Janise as parties to Case 4900.

CONTENTS OF ORDER

The above statements will be included in the Order Granting Final Judgment only if approved by Lindsey and Janise.

The Order Granting Final Judgment shall be in the following form:

This Order Granting Final Judgment resolves all disputes between Lindsey Delores Brown ("Lindsey") and Janise B., a minor, against Adele J. Pope ("Adele") in this Case 2007-CP-40-4900 ("Case 4900"), and Adele's counterclaims against them.

Adele, Lindsey and Janise agree that James Brown believed education was important and provided a \$285,000 education fund for each of Lindsey and Janise under the James Brown 2000 Irrevocable Trust.

The claims of Lindsey and Janise against Adele in this action, and hers against them, are dismissed with prejudice and forever ended.

Adele, Lindsey and Janise agree that no attorneys' fees should be paid from Lindsey's or Janise's education funds.

Adele will take immediate and continuing steps to support Lindsey and Janise in

securing Court approval and immediate payment and/or reimbursement from the Estate/2000 Trust for all reasonable education expenses of Lindsey and Janise from and after the death of James Brown, up to \$285,000.00 each.

Because Lindsey and Janise have ratified the 2000 Trust and Brown's worldwide music empire earned almost \$10 Million last year, Lindsey, Janise and Adele stipulate such payments will not impair the rights of creditors.

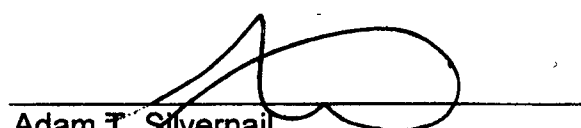
Adele will not at any time, regardless of the outcome of the Case 1647 appeal, seek to enforce the *In Terrorem* clause of the 2000 Trust against Lindsey or Janise.

A Certified Copy of this Judgment may be filed in any Court as evidence of the positions of Lindsey, Janise and Adele.

AND IT IS SO ORDERED.

Respectfully submitted,

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July 18, 2012

Attorneys for Defendant Adele J. Pope

Exhibit L

STATE OF SOUTH CAROLINA

COUNTY OF RICHLAND

RUSSELL L. BAUKNIGHT, as Trustee of the James Brown 2000 Irrevocable Trust and the James Brown Legacy Trust, as Personal Representative of the Estate of James Brown, and on behalf of Alan Wilson, in his capacity as Attorney General of the State of South Carolina; Tommie Rae Brown, individually and on behalf of her minor child, James Brown II; Daryl J. Brown, individually and on behalf of his minor child Janise Vanisha Brown; Lindsey Delores Brown; Deanna J. Brown Thomas; Jason Brown-Lewis; Yamma N. Brown, individually and on behalf of her minor children Sydney Lumar and Carrington Lumar; Tonya Brown; Venisha Brown Larry Brown; and Terry Brown

and

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

Plaintiffs

v.

Adele J. Pope

Defendant

IN THE COURT OF COMMON PLEAS

FOR THE FIFTH CIRCUIT

Civil Action No. 2010-CP-40-4900

2012 AUG 13 PM 3:48
C.C.P. 5000

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

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

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

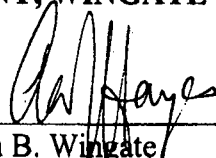
1. Defendant Pope's Offer of Judgment to Lindsey Delores Brown and Janise B. (attached hereto as Exhibit A).
2. Defendant Pope's Offer of Judgment to the South Carolina Attorney General and Russell Bauknight as Agent for the South Carolina Attorney General (attached hereto as Exhibit B).
3. Defendant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

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

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

Respectfully submitted,

SWEENEY, WINGATE & BARROW, P.A.



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

ATTORNEYS FOR THE PLAINTIFFS

Columbia, South Carolina

August 13, 2012

RUSSELL L. BAUKNIGHT, ET AL. V. ADELE J. POPE AND ROBERT L. BUCHANAN, JR.

DOCKET NUMBER 2010-CP-40-4900

PROOF OF ADR

1. Alternative Dispute Resolution (ADR) was conducted in the form of: **Mediation.**

2. The neutral was: **Karl A. Folkens.**

3. The ADR was conducted on **October 12, 2012.**

4. As a result of ADR, this case should be considered (please check one):

_____ Fully Settled by Consent Judgment or a Voluntary Dismissal to be filed by the parties.

_____ Partially Settled, with agreement of the parties on the following issues:

 X At an impasse.

_____ In need of further ADR. I _____ am / _____ am not willing to mediate this case further. I recommend that ADR resume as of:

_____ Continued to (Date):

5. Plaintiffs X were/ _____ were not present.
Defendants X were/ _____ were not present.

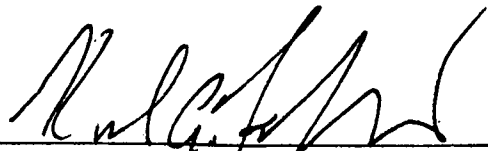
6. Other participants were:

 X Lawyers for Plaintiffs: Mark V. Gende, Esq., Kenneth B. Wingate, Esq., Fred L. Kingsmore, Jr., Esq., Aaron J. Hayes, Esq., J. David Black, Esq. & Louis Levenson, Esq., S. Alan Medlin, Esq., Matthew D. Bodman, Esq. & David B. Bell, Esq.
 X Lawyers for Defendants: Adam T. Silvermail, Esq. & Daryl L. Williams, Esq.
 X Others: John W. McIntosh, Esq., C. H. Jones, Jr., Esq. & Mary Frances Jowers, Esq., representatives from the office of the Attorney General of South Carolina; Matt Williams, Defendant's counsel's law clerk; Dahlia Brown, Defendant Terry Brown's wife; Tonya Brown, family member of James Brown; Dr. Yamma Brown & Deanna Brown Thomas, daughters of James Brown; Shawn Thomas, son-in-law of James Brown

7. Choice of the mediator was by:
 X Stipulation

8. The total number of hours spent in ADR was: **12.25** hours, plus travel time and expense.

9. Further comments of the neutral: *None.*


KARL A. FOLKENS, Mediator
P. O. Box 6139, Florence, SC 29502-6139
(843) 665-0100; FAX (843) 665-0500

82

- a. By refusing to present Daryl Brown for a deposition for more than a year.
 - b. By allowing Louis Levenson to appear for Daryl Brown at a mediation Wingate requested on Daryl's behalf at a time when Wingate had reason to know that Levenson had been fired by Daryl Brown.
 - c. By concealing from Defendants and the Court that Wingate was never hired by Daryl Brown, but, instead by Levenson – purportedly acting as Daryl's agent – for the improper purpose of securing for Levenson a legal fee between \$7.6 Million and \$9.1 Million, or more, in an Aiken County case.
 - d. By concealing from this Court that Daryl never authorized Wingate to move to intervene in a S. C. Freedom of Information Acts ("FOIA") suit, and that such authorization, if made, was made by Levenson for the same improper purpose.
 - e. By concealing that Daryl never asked Wingate to seek sanctions against me in the FOIA suit, and the authorization, if any, was made by Levenson for the same improper purpose.
 - f. By Wingate's assertion for more than a year and a half that his Litigation Retention Agreement to represent the State of South Carolina/Attorney General was "private" when, according to a January 2013 statement of the Attorney General, no such contract existed.
5. I am informed and believe that these facts support not only this Court's injunction against Wingate and Bauknight, as requested, but also the following:
- a. Sua sponte dismissal of the State/AG as a party to this action on the jurisdictional grounds that they were illegally named as parties Plaintiff;
 - b. Addition of Henry McMaster, individually, as a party, so that he may be held accountable, if appropriate, for the misrepresentation that this Case was properly authorized to be brought on behalf of the AG/ State of South Carolina;
 - c. An Order that the deceptive Caption be amended to make clear that Wingate does not represent the State of South Carolina/Attorney General, and Bauknight does not speak as agent for the State/Attorney General.
 - d. An Order charging Wingate and Bauknight with the costs of their actions.
6. Many of the recently revealed and/or clarified facts became clear at the

deposition of Daryl J. Brown, the first Plaintiff to submit to a deposition in this 2 1/2-year-old case; media statements made by Attorney General Alan Wilson; and a televised interview with Plaintiff Daryl Brown aired in January 2013 and other media statements by Plaintiffs.

7. I ask the Court to consider the Wilson statements, some of which are attached as Exhibits A and B, as well as the deposition of Daryl J. Brown and his televised interview on Will: Family Secrets, aired nationwide in January 2013.

8. The most startling new and/or confirmed facts include that the State of South Carolina/Attorney General recently asserted the State/AG never contracted with Wingate to bring this suit against Robert Buchanan, Jr. and me on behalf of the State, despite the following:

a. for nearly 2 years Wingate has referred to his Litigation Retention Agreement with the State and asserted that it was a sacred, "private" agreement.

b. A Sr. Assistant AG, in September 2011, told this Court [Jg. Manning] that Attorney General Wilson's Office was "ready and more than willing" to release the Wingate contract which, it now appears, never existed.

9. Daryl Brown, named by Wingate as one of the Plaintiffs in this action, at his deposition on December 21, 2012, and in earlier statements which he does not refute, has stated:

a. He never met Wingate before this lawsuit was filed; never met him during the first two years the suit was pending; and did not even know this Case 4900 was being filed.

b. Wingate was hired by attorney Levenson to bring this suit in Daryl's name. Levenson expects to get between \$7.6 Million and \$9.1 Million, or more, of the money James Brown left to educate needy and deserving students in the "I Feel Good" Trust if Bob Buchanan and I can be made to abandon our appeal of a settlement in Aiken Case 2008-CP-02-1647 ("Case 1647").

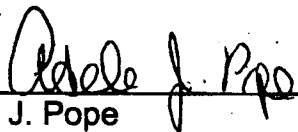
- c. Daryl did not know that Wingate moved to intervene in a FOIA suit on Daryl's behalf, and Wingate's request for sanctions in the FOIA suit against me for Daryl was either not authorized, or authorized by Levenson for the same improper purpose.
- d. Wingate allowed Levenson to attend the 2012 mediation which Wingate sought in Daryl's name, at a time when both Levenson and Wingate had actual knowledge that Daryl had fired Levenson, and apparently without Wingate's attempting to find out whether Daryl himself could come to the mediation.
- e. Wingate and Bauknight – both purporting to speak for the State – falsely accused me of revealing the contents of the Hynie "diary" to the media and making improper contact with Daryl, without ever contacting Daryl, Hynie and others who would know the claims to be false.
- f. Daryl has not read a single of the more than 50 Orders issued in Aiken County Cases 2007-CP-02-0122 ("Case 122"), 2008-CP-02-872 (Case 872"); and Case 1647 although he was a Plaintiff in all three cases; is bound by the Orders; and such Orders virtually exonerate Bob Buchanan and me from all of the false claims made by Wingate/Levenson in Daryl's name in this suit.
- g. Daryl recently stated in a televised interview that nobody told James Brown what to do, confirming that Brown's Will and the 2000 Trust which created The James Brown "I Feel Good" private foundation are valid; Daryl was entitled only to 1/6 of Brown's Tangible Personal Property; and Levenson is not entitled to any of the \$9.1 Million he brought this suit and others suits in Daryl's name to secure. Further, Daryl knew this when he engaged Levenson.
- h. Daryl does not refute that he correctly told a journalist that Hynie was not Brown's spouse and he and family member knew it when they made a deal with her from which he hopes to get \$5 Million.
- i. Daryl and 5 siblings signed a January 2007 contract to pay Levenson \$150,000 plus 30% of what he could get them by destroying James Brown's Estate Plan, and Levenson – now hoping to get \$9.1 Million or more – has acted unchecked as Daryl's agent since early 2007.
- j. By letter dated September 2010 and widely circulated by Daryl himself, Daryl terminated Levenson and apparently had no contact with Levenson from the termination until some time after the October 2012 mediation when– under undisclosed circumstances – they "kissed and made up."
- k. Levenson/Wingate continued to act for Daryl throughout the time Levenson was terminated, resisting Daryl's deposition and taking other action, concealing

the termination.

7. Wingate and Bauknight, purporting to speak for the State/AG, and using the mighty name and power of the State of South Carolina, have violated my First Amendment Free Speech rights, and those of others; and my Due Process rights by falsely accusing Bob Buchanan and me of a federal crime then denying us even the basic rights to information and documents which show these career-threatening claims are false.

8. I am informed and believe that Wingate and Bauknight cannot serve the public interest while supporting Levenson's secret commencement and continuation of this action in Daryl's name for the purpose of securing \$9.1 Million or more which James Brown gave to scholarships for needy and deserving South Carolina and Georgia students.

FURTHER DEPONENT SAYETH NOT.


Adele J. Pope

SWORN TO BEFORE ME this 12th day
of January, 2013.

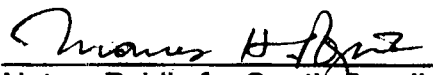
 (L.S.)
Notary Public for South Carolina
My commission expires: -3-28-2022

Exhibit 0

STATE OF SOUTH CAROLINA
COUNTY OF RICHLAND

RUSSELL L. BAUKNIGHT, as Trustee of
the James Brown 2000 Irrevocable Trust and
the James Brown Legacy Trust and
and on behalf of Henry Dargan McMaster, in
his capacity as Attorney General of the State
of South Carolina and others,

and

HENRY DARGAN MCMASTER, in his
capacity as Attorney General of the State of
South Carolina;

Plaintiffs:

v.

Adele J. Pope,

Defendant.

) IN THE COURT OF COMMON PLEAS

) CASE NO. 2010-CP-40-4900

) MOTION OF DEFENDANT FOR
) SUMMARY JUDGMENT AS TO
) TERRY BROWN

) AND

) RUSSELL L. BAUKNIGHT AS AGENT
) FOR TERRY BROWN

2013 MAR -7 PM 12:45
FILED
C.P. & G.S.

TO: PLAINTIFF TERRY BROWN AND RUSSELL L. BAUKNIGHT AS HIS AGENT, AND THEIR
COUNSEL, SWEENEY, WINGATE AND BARROW, P.C.:

YOU WILL PLEASE TAKE NOTICE that ten days after service hereof, or as soon
thereafter as she may be heard, Defendant Adele J. Pope will move before the Honorable L.

Casey Manning for an order of Summary Judgment against Terry Brown and Russell L.

Bauknight as his Agent ("Agent") as follows:

1. Dismissing or Granting Summary Judgment as to Terry and Agent's Complaint;
2. Granting Summary Judgment to Pope against Terry and Agent on the causes of
action for fraud; abuse of process; civil conspiracy; and interference with contract;
3. Awarding actual damages against Terry and Agent, jointly and severally,
in the amount of \$4,230,000.00, with prejudgment interest as to \$2.1 Million.

4. Awarding Attorneys' fees and costs in the amount of \$320,000.00, plus all additional attorneys' fees and costs incurred after May 19, 2013.
5. Directing that a jury be impaneled to determine punitive damages; and
6. Equitably charging any interest held by Terry or Agent related to assets of James Brown, the Estate of James Brown and/or the James Brown 2000 Irrevocable Trust with the judgment as set out above.

The Grounds of this motion are:

1. The undisputed material facts contained in the Counterclaim, which are summarized below, with additional developments since its filing, show:

- a. Entertainment icon James Brown stated his clear intention to dedicate his entire musical empire solely to the education of certain grandchildren and needy and deserving students as follows:

Except as otherwise provided. . . 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. . . . 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. [Emphasis supplied.] [Will, p. 1; Tr. Art. XVIII, XXII]

- b. In 2008 Terry gave sworn testimony of his knowledge and support of Brown's Estate Plan and insisted that Brown's *In Terrorem* clauses be enforced against those who interfered with the Estate Plan.

- c. With such knowledge, Terry, with others, hired attorney Levenson to destroy Brown's estate plan, and agreed to pay him \$150,000.00 plus 30% of what Levenson could get for them from Brown's "I Feel Good" private foundation for needy and deserving students.

- d. By 2008 Terry and his son Forlando had teamed up with felon David Cannon to become part of TJBL, which made three offers to buy Brown's music empire for \$90 Million - \$100 Million.

- e. On January 30, 2009 Terry further violated Brown's Estate Plan and the *In Terrorem* clauses by entering a void contract to acquire 4.79% of the "I Feel Good" Trust and a Right of First Refusal to buy Brown's \$100 Million music empire.

f. On May 18, 2010 Terry and Agent brought this case without cause for improper purposes, including forcing Robert Buchanan and Pope to abandon the appeal of the Aiken County Case 2008-CP-02-1647 Order which approved the void deal.

g. Terry had actual knowledge when he commenced this suit that Buchanan and Pope have owed him no duty since January 30, 2009 when he violated the valid Estate Plan, invoking the *In Terrorem* clauses of Brown's Will and Trust.

h. In 2012 Terry and Agent extracted from Defendant Buchanan an unconscionable "agreement," which should be declared void, purporting to limit Buchanan's ability to defend the Estate Plan of James Brown.

i. Terry and Agent participated in falsely accusing Buchanan of the Federal Crime of overstating Brown's music empire by \$79 Million for the improper purpose of obtaining a large commission, where both knew the allegation to be false, material and damaging.

j. Terry and Agent conspired with Forlando Brown and others to cause other material and special damages to Buchanan and Pope.

k. Terry and Agent have committed fraud under Section 62-1-106, damaging Defendant and Buchanan in numerous ways, including:

1. Fabricating and presenting to the IRS, the Supreme Court and the Probate Court the outrageous claim that Brown's worldwide music empire was worth less than \$4.7 Million, where Terry has actual knowledge that Brown's worldwide music empire is worth \$100 Million or more.

2. Fabricating and presenting to the S. C. Supreme Court James Brown's heirs and their alleged rights under the Federal Copyright Act, with actual knowledge that the representation was both material and false.

3. Telling the S. C. Supreme Court that there have been no offers to buy the James Brown's assets at the same time Terry and Agent alleged losses by Buchanan and Pope for failure to accept a 2007 \$100 Million offer, and Terry participated in two \$90 - \$100 Million offers.

4. Representing that Tommie Rae Hynie was Brown's surviving spouse, and asserting that Jg. Early had so declared her to be, where Terry has actual knowledge Hynie was not Brown's spouse and Jg. Early made no such finding.

5. Terry's attempting to transfer his rights in the Estate of James Brown

(in a document prepared by Agent's counsel) in violation of the Statute of Elizabeth while seeking relief from default as to the counterclaims of Buchanan and Pope.

6. Falsely accusing Buchanan of impropriety for seeking a \$2.1 Million commission for more than six years of valuable service to the Estate, 2000 Trust and Estate Plan of James Brown, and Pope a \$2.8 Million corresponding commission, while concealing their plan to pay \$20 Million or more to Levenson, Rosen and Agent's attorneys from Brown's "I Feel Good" Trust, which Brown intended for scholarships for needy students.

2. Terry and Agent have refused to participate properly in discovery and Terry has refused to present himself at noticed and/or scheduled depositions for more than two years. Terry has further concealed material documents requested in discovery.

3. The evidence shows that Terry and Agent have concealed their collusion with felon David Cannon, Terry's joint venturer, and damaged Brown's Estate and 2000 Trust by \$12 Million or more including:

a. Agent's engaging Powell Goldstein (now "Bryan Cave"), counsel to Terry, Cannon and TJBL, to assist with Terry's Right of First Refusal ("ROFR")

b. Terry's participation in soliciting a book about James Brown with the intention of vindicating David Cannon and vilifying Buchanan and Pope, even though Cannon took \$12+ Million from Brown and Buchanan and Pope put the Estate/2000 Trust in a position to recover substantial amounts, including Cannon's million-dollar home in Honduras.

c. Failing for four years to recover a single dime from Cannon in Case 322.

d. Failing to seek either jail time or restitution for Cannon, thereby rehabilitating him at the expense of Buchanan and Pope.

e. Naming Cannon as a witness against Buchanan and Pope in this Case, instead of seeking millions from him.

f. Interfering with Pope's attempts in Aiken County to proceed with recovery of the missing millions.

g. Agent's failure to recover more than \$400,000 of damages caused by Terry's son Forlando in the frivolous Federal Suit brought by Forlando on January 2, 2008 and abandoned by him in 2012.

4. Terry and Agent, for Terry's benefit, have interfered with the valid contracts of Buchanan and Pope, including but not limited to the contracts to make all payments approved in the January 8 and February 20, 2008 Orders in Case 122; the contract with James D. Bailey, Esq.; the contract with Tressa Hayes; the defense of the fabricated Forlando Federal Suit; and other valid obligations entered into by Buchanan and Pope for the protection of the Estate, 2000 Trust and Estate Plan of James Brown.

5. The facts contained in the counterclaims against Terry, which are incorporated herein by reference, are fully supported by the record in this case and matters of which the Court is asked to take judicial notice.

6. As a result of the actions of Terry and Agent, Pope has been damaged in at least the following amounts:

a. Liquidated damages under the January 8, 2008 Order of Jg. Early of no less than \$2,100,000.00, with daily, pre-judgment interest at the legal rate.

b. Additional damages in the amount of no less than \$2,130,000.00, including loss of ability to complete her service as PR/Trustee; costs of the Forlando Suit; increased costs, and loss of professional negligence insurance; defense of the Cincinnati lawsuit, prosecution of the Case 1647 appeal; and resulting limitations to her practice as a result of failure to obtain appropriate insurance.

7. Based on the undisputed material facts, including those set out herein, there is no support for Terry's request for relief from default.

8. The actions of Terry and Agent described herein, and more fully set forth in the sworn testimony, depositions interrogatory answers and admissions on in this Case and in the Record on Appeal ("ROA") in Case 1647 and in the ROAs in Cannon and Dallas appeals from Case 122, were taken maliciously and recklessly, and with intention to destroy the careers, reputations and livelihood of Buchanan and Pope and have been effective in doing so.

9. The reckless and intentional nature of Terry's actions, and those of Agent, merit both the punitive damages and equitable relief sought against Terry and Agent herein.

10. Terry and Agent have advised the S. C. Supreme Court that Terry's Federal Copyright Act Termination Rights, which should be equitably charged with the damages to Pope hereunder, are a "valuable right" which Agent is holding in his fiduciary capacity.

11. As a result of the actions of Terry and Agent, including their intransigence in discovery matters, counsel for Pope has performed valuable and necessary services and incurred costs in this case over almost three years, which should be awarded against Terry and Agent under Section 62-7-1004 of the S.C. Trust Code in amount of \$320,000.00 for this case, plus such additional attorneys' fees as are earned and costs incurred after May 19, 2013.

This motion is supported by all Affidavits of Adele J. Pope on file in this Case; the deposition of Robert L. Buchanan, Jr. and the Affidavits of Buchanan, Pope and others made a part thereof; the testimony of Terry Brown in Case 122; the decision of the S. C. Supreme Court dated February 27, 2013 in Case 1647; the decision of the S.C. Court of Appeals dated

November 6, 2009 in Case 122 (Cannon appeal); the sworn testimony of Albert Dallas; the deposition of Daryl J. Brown; the deposition of Terry Brown; the deposition of Tonya Brown; and such additional affidavits, admissions and other filings which shall be properly presented to the Court prior to the hearing.

Respectfully submitted,

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Adam T. Silvernail
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adam@silvernaillawfirm.com

March 5, 2013

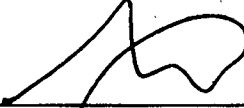
By: 
Attorneys for Defendant Adele J. Pope

Exhibit P

STATE OF SOUTH CAROLINA

COUNTY OF RICHLAND

RUSSELL L. BAUKNIGHT, as Trustee of
the James Brown 2000 Irrevocable Trust and
the James Brown Legacy Trust, as Personal
Representative of the Estate of James Brown,
and on behalf of Henry Dargan McMaster, in
his capacity as Attorney General of the State
of South Carolina and others

and

HENRY DARGAN MCMASTER, in his
capacity as Attorney General of the State of
South Carolina; and others,

Plaintiffs,

v.

Adele J. Pope,

Defendant.

) IN THE COURT OF COMMON PLEAS

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) Case No.: 2010-CP-40-4900

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RETURN AND OPPOSITION
TO MOTION FOR PROTECTIVE
ORDER; REQUEST FOR
EXPEDITED DEPOSITIONS OF
TOMMIE RAE HYNIE BROWN, TERRY
BROWN AND RUSSELL L.
BAUKNIGHT; REQUEST FOR
DAY-CERTAIN TRIAL; AND
SUPPLEMENT TO MOTION TO
ALTER OR AMEND ORDER DENYING
INJUNCTION AND/OR
DISQUALIFICATION

FILED
CLERK OF COURT
S.C.P. & G.S.

2013 MAR -8 AM 11:04

FILED

Defendant Adele J. Pope ("Pope") opposes the motion of Sweeney, Wingate and Barrow. P.C. ("Wingate") for a protective Order as to the deposition of Deanna Brown Thomas served March 4, 2013, after the February 27, 2013 decision of the S.C. Supreme Court in Aiken County Case 2008-CP-02-1647 (the "Case 1647 Decision"), and respectfully requests that the Court conduct an *expedited* hearing on this matter; revisit Pope's requested injunction against Wingate and Bauknight in light of the Case 1647 Decision; hear Pope's summary judgment motion as to Plaintiff Terry Brown and issue its Order as follows:

1. Enjoining Wingate from acting on behalf of the State/AG because he represents Tommie Rae Hynie Brown ("Tommie Rae"), Terry Brown ("Terry") and other private interests in this matter.
2. Enjoining Russell L. Bauknight ("Bauknight") from asserting that he is the agent of the State/AG.
3. Correcting the caption to remove the name of the Attorney General and Bauknight as Agent for the Attorney General so that the might and power of the State will not appear to be placed in the service for Tommie Rae and Wingate's other private clients.
4. Directing Tommie Rae, Terry and Deanna Brown Thomas to appear, along with Bauknight, at depositions scheduled not later than May 19, 2013 - 3 years after they commenced this frivolous suit seeking tens of millions of dollars from Pope.
5. Granting Pope Summary Judgment against Terry as to his complaint and her counterclaims for:
 - a. Abuse of Process;
 - b. Fraud under § 62-1-106 of the S. C. Probate Code;
 - c. Intentional Interference with Contract;
 - d. Civil Conspiracy
6. Scheduling motions and a day-certain trial to be held as soon after the conclusion of the above depositions as possible.

This Return and Request for an *expedited* hearing; *expedited*, court-directed depositions and a speedy trial is based on the following facts:

1. The Case 1647 Decision makes clear that Wingate may not serve the interest of his private clients Tommie Rae, Terry and others, and purport to serve the public interest or the interest of the State/AG.
2. Bauknight's fiduciary duty to Terry and Tommie Rae conflicts with public interest, requiring that he be enjoined from representing himself as the AG/State's agent.
3. A corrected caption will confirm the State/AG is not working for Tommie Rae and Terry.

4. Hynie, Deanna and Terry have evaded depositions since 2011.
5. In light of the Case 1647 Decision, allowing Hynie, Terry and others to continue to evade discovery while perpetrating fraud on this and other courts will not serve the cause of justice, and will continue to cause irreparable harm to Defendants Buchanan and Pope.
6. The false and scurrilous allegations of Terry, Tommie Rae and Bauknight about the value of James Brown's assets, Buchanan and Pope appear to have been a material factor in the Supreme Court's decision not to restore Buchanan and Pope to their rightful position as PR/Trustees under the Will and 2000 Irrevocable Trust of James Brown, with full authority and responsibility as if appointed by James Brown himself - as ordered by Judge Early on November 20, 2007.
7. The Court declined to reinstate Buchanan and Pope even though Attorney General McMaster approved their permanent appointment just 11 days before his settlement; Buchanan and Pope served properly; and Buchanan and Pope, in their vigorous defense of Brown's Estate Plan, restored to The James Brown "I Feel Good" Trust for scholarships for needy students \$50+ Million the McMaster settlement would taken from the "I Feel Good" Trust.
8. The Case 1647 Decision makes it unnecessary to add former AG McMaster as a party to this case for the following reasons:
 - a. Wingate was never properly authorized to bring this suit in the name of the State/AG;
 - b. The Case 1647 Decision prevents any damage that might have been caused by McMaster, individually, to the "I Feel Good" Trust; and
 - c. The current Attorney General, Alan Wilson, has the power and authority to take steps necessary to protect the public interest by aiding in the correction of Bauknight's \$4.7 Million under-valuation of Brown's assets; the false criminal allegations lodged against Buchanan and Pope; the damage to Buchanan and Pope's reputations; and other incidental damages resulting from the now-overturned McMaster settlement.
9. On information and belief, the depositions of Hynie and Deanna will confirm:
 - a. Hynie has evaded giving a deposition for the six years since Brown's death because she was not Brown's spouse, and knew it.

b. Deanna and Brown's acknowledged children knew Hynie was not Brown's spouse when they reached a settlement with her;

c. This case was commenced by attorney Louis Levenson for Daryl Brown and certain others who did not review the pleadings or know it was being filed, in part so that Levenson could hold onto the approximately \$9 Million fee he would have gotten under the McMaster settlement.

d. Buchanan and Pope – and only Buchanan and Pope – have worked without stop since 2007 to make sure that the \$285,000 Education Trust funds Brown provided to then-minors Jason, Lindsey, Janice, Sydney and Carrington by their Grandfather *not* be taken away or diluted by anyone.

e. Buchanan and Pope – and only Buchanan and Pope – have worked tirelessly since 2007 to maintain James Brown's Estate and the 2000 Trust in private hands as his documents directs; appoint a third trustee acceptable to the Attorney General; create a rotating family trustee seat; begin immediate distribution for scholarships for needy students; and begin immediate payments to the grandchildren.

f. Buchanan and Pope, an expert in the area, have demonstrated to Deanna and others their desire for the Estate/2000 Trust to deal at arm's length – but fairly – with Deanna; Brown's other acknowledged children; Brown's three DNA-proven children; and others who demonstrate they are Brown's heirs under the federal copyright act, to reach a win/win solution related to Brown's royalties.

g. Deanna and other family members believe that Bauknight's \$5 Million valuation of Brown's music empire does not reflect the true value of his worldwide music empire, which is \$100 Million or more.

h. Tommie Rae and Bauknight's unsupported claims that Tommie Rae was Brown's wife have damaged not only the Estate/2000 Trust but Brown's real heirs under the Federal Copyright Act.

i. Before her void marriage ceremony, Tommie Rae entered into a valid pre-nuptial agreement with Brown, precluding her receiving any rights to his assets, or under state or federal law.

j. Hynie claims to be Brown's spouse were untimely and filed in the wrong court.

k. Buchanan and Pope never owed Tommie Rae a duty.

l. Buchanan and Pope had the duty under the Will and 2000 Trust of James Brown to vigorously defend against her claims.

6. On information and belief, the depositions of Terry and Bauknight will confirm:

a. Bauknight, Terry and others sued Buchanan/Pope for not accepting a \$100 Million offer to buy James Brown's music empire *at the same time* Bauknight and Terry told the Supreme Court there was no such offer.

b. With knowledge of three \$90 - \$100 Million offers for Brown's music empire, Bauknight filed an I&A in Aiken County alleging that the music empire was worth less than \$4.7 Million when Brown died.

c. Brown earned more than \$6 Million per year in the three years before his death, and the estate earned \$10 million in 2010, making Bauknight's claimed value outrageous.

d. When Bauknight made the false representations, both he and Terry knew that Terry was part of the "TJBL" \$90 - \$100 Million offers.

e. Bauknight has improperly secreted public documents showing the true value of Brown's assets, including the Greenberg Traurig file made public by Order of Jg. Early dated August 10, 2007.

f. Bauknight used the media to widely disseminate his fabricated less-than \$4.7 Million value and scurrilous false statements about Buchanan and Pope the day before the Supreme Court oral arguments in Case 1647.

g. With knowledge of its falsity (and bolstered by the AG's support) Bauknight accused Buchanan and Pope to the IRS of the federal crime of overstating Brown's assets by \$79 Million for an improper purpose.

h. Terry is a joint venturer with felon David Cannon.

i. Bauknight's fiduciary duty to Terry, was a material factor in Bauknight's failure to seek restitution from Cannon or collect from Cannon any of the \$17 Million Cannon took from James Brown.

j. Buchanan and Pope's \$83+ Million valuation on Brown's Estate

Tax Return was correct, and Bauknight's less-than \$4.7 Million valuation of the same assets outrageous.

k. Bauknight, and Terry and Tommie Rae, through him, have abused the power of the high office of the Attorney General of South Carolina.

7. Expedited action, including depositions scheduled by the Court, will:

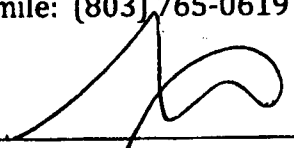
- a. Promote judicial economy by bringing to an end this nearly 3-year-old case;
- b. Allow Pope to obtain professional insurance coverage and restore her reputation;
- c. Make clear to the Courts that the *sole* source of the false claim that Brown's music empire was worth less than \$5 Million was Bauknight, and that the *true* widely estimated value of Brown's assets is \$80 - \$120 Million.
- d. Make clear to the Courts that Buchanan and Pope faithfully and vigorously served under the Will and 2000 Trust of James Brown.
- e. Make clear to the Courts that the false criminal and other allegations against Buchanan and Pope are just that - false - and that Buchanan and Pope should be reinstated.

This motion is supported by the Motion for Summary Judgment as to Terry Brown; the Case 1647 Decision; the depositions of Daryl Brown, Larry Brown, Tonya Brown and Robert L. Buchanan, Jr. and the Exhibits thereto; and such additional affidavits and filings as shall be properly presented to the Court prior to the hearing.

An expedited hearing is requested.

Respectfully submitted,

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adam@silvernaillawfirm.com

March 8, 2013

Attorneys for Defendant Adele J. Pope

Q

STATE OF SOUTH CAROLINA)
COUNTY OF RICHLAND)

IN THE COURT OF COMMON PLEAS

Adele J. Pope,)
Plaintiff,)
v.)

Case No. 2010-CP-40-4900
[formerly Newberry Co. Case No.
2011-CP-36-379]

Alan Wilson, in his capacity as)
Attorney General of South Carolina,)
Defendant.)

MOTION TO AMEND ANSWER OF
DEFENDANT ATTORNEY GENERAL

Russell L. Bauknight, etc., Henry Dargan)
McMaster, in his capacity as Attorney)
General, etc, et al,)
Plaintiffs,)

POPE V. WILSON [former case 36-379]

v.)
Adele J. Pope and Robert L. Buchanan, Jr.,)
Defendants.)

Case No. 2010-CP-40-4900

2013 MAR - 8 AM 11:27
CLERK OF COURT
C.C.P. & G.S.

Pursuant to Rule 15 (a), SCRCP, and without waiving his pending Motions to Strike, his Motion for Judgment on the Pleadings, any defenses raised in his Motion to Dismiss, and the response of his Office to the Freedom of Information Act (FOIA) request at issue, the Defendant Attorney General moves for leave to amend his answer to the Complaint in this action so as to make the following changes which are included in the attached draft proposed Amended Answer including responses to the FOIA at issue at pages 4-10 and 20 to the Answer:

1. Striking the introductory paragraph and adding the following updated paragraph to reflect a motion filed since the original Answer and the attachment of documents that could be

considered responsive to the FOIA at issue:

The Defendant Attorney General, answering the Complaint herein subject to, and without waiving his pending Motions to Strike, his Motion for Judgment on the Pleadings, any defenses raised in his Motion to Dismiss, and the response of his Office to the Freedom of Information Act (FOIA) request at issue, alleges the following, including, subject to all of his motions and defenses, that he has no documents that could be considered responsive to the Freedom of Information Act request at issue other than as set forth below in the Fourth Defense and attached hereto as exhibits except for a three page document currently under judicial review which he will release if authorized by the Court:

2. Dropping the former second defense regarding improper venue because it is now moot, and incorporating the former third, fifth and sixth defenses into a new second defense that is consistent with the Motion for Judgment on the Pleadings and the earlier defenses:

The Court lacks subject matter jurisdiction of this action because the matters at issue are governed by the Rules of Civil Procedure regarding civil discovery in the pending main action of Bauknight v. Pope (case 4900), with which this case has been consolidated. FOIA is an important statute, but it cannot be used to bypass the rules regarding discovery or motions or review pending in the main action of case 4900. The items demanded in the FOIA request at issue in this proceeding are exempt from disclosure under FOIA §30-4-40(a)(4) because they are subject to the rules regarding discovery in the Rules of Civil Procedure.

3. Renumbering the former Fourth Defense as the Third Defense and adding a new Fourth Defense as follows:

Subject to and without waiving any defenses raised as to this complaint by this Answer or by Motion, including all grounds for lack of subject matter jurisdiction, the Attorney General responds herein that the Freedom of Information Act is very important to his Office and that his Office has no documents that could be considered responsive to the FOIA at issue other than as set forth below and attached hereto as an exhibit except for a three page document currently under judicial review which he will release if authorized by the Court.

A. The Office of the Attorney General responded to essentially the same FOIA request in another matter as Plaintiff's request 3 for "[t]he contract of then-AG Henry McMaster and / or the State engaging Kenneth B. Wingate and Everett Kendall, II to commence Civil Action 2010-GC-4000073 in the Probate Court for Richland County on behalf of the AG ." That other request was made by Plaintiff Summer who later brought the case *Summer v. Wilson*, 2012-CP-36-0688. The Defendant craves reference to his Office's response to the Summer FOIA which are at Exhibits pp. 1-10, *infra* and of public record in *Summer*. These responses make clear that the only document not of record that could be considered responsive to Plaintiff's request and provided herewith to Plaintiff is the three page document under judicial review in the main part of the instant case 4900. The Attorney General has no objection to disclosing this document if the Court rules that it may be released.

B. As to Plaintiff's FOIA requests 1 and 2. [Published policies of the Office of the Attorney General regarding engagement of private attorneys including contingency fee counsel in effect in May, 2010 and in effect on July 19, 2011], the Defendant attaches the policy from his Office manual: Exs. p 11 *infra* [Other parts of the page of the Office

manual on which the policy appears are redacted only because they are not related to the FOIA request]

C. As for Plaintiff's FOIA request 4 [Any contract and / or other document authorizing Russell Bauknight to commence case 400000073 on behalf of the AG and/ or the State], the Office of the Attorney General does not have such documents.

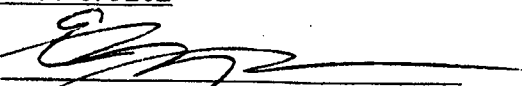
Rule 15 provides that leave to amend "... shall be freely given when justice so requires and does not prejudice any other party." Plaintiff is not prejudiced because the changes in the subject matter jurisdiction paragraph are consistent with defenses already included in the Defendant's Motion for Judgment on the Pleadings and an earlier memorandum, and lack of subject matter jurisdiction can be raised at any time. The new Fourth Defense serves to bring all issues and responses before the Court subject to the existing defense motions and defenses and should be considered under the Defendant's pending Motion for Judgment on the Pleadings along with the other defenses in the original and proposed amended answer.

For the foregoing reasons, the Defendant Attorney General respectfully requests that this Motion to Amend his Answer be granted.

Respectfully submitted,

ALAN WILSON
Attorney General

J. EMORY SMITH, JR.
Assistant Deputy Attorney General
Office of the Attorney General
Post Office Box 11549
Columbia, South Carolina 29211
(803) 734-3680
Email: ESmith@scag.gov
SC Bar No. 5262

By: 

ATTORNEYS FOR THE DEFENDANTS

March 7, 2013

R

STATE OF SOUTH CAROLINA

COUNTY OF RICHLAND

RUSSELL L. BAUKNIGHT, as Trustee of
the James Brown 2000 Irrevocable Trust and
the James Brown Legacy Trust, as Personal
Representative of the Estate of James Brown,
and on behalf of Henry Dargan McMaster, in
his capacity as Attorney General of the State
of South Carolina and others

and
HENRY DARGAN MCMASTER, in his
capacity as Attorney General of the State of
South Carolina; and others,

Plaintiffs,

v.

Adele J. Pope,

Defendant.

) IN THE COURT OF COMMON PLEAS

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) Case No.: 2010-CP-40-4900

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MOTION FOR SUMMARY

JUDGMENT as to Russell

L. Bauknight, as Trustee of the

the James Brown 2000 Irrevocable Trust

and Personal Representative of the

Estate of James Brown, and the

Attorney General of the State of

South Carolina and Russell L.

Bauknight as its purported Agent

JEANETTE W. MANNING
C.C.P. & G.S.

2013 MAR 15 PM 3:06

FILED

TO: RUSSELL L. BAUKNIGHT, AS PERSONAL REPRESENTATIVE OF THE ESTATE OF JAMES BROWN AND TRUSTEE OF THE JAMES BROWN 2000 TRUST; THE ATTORNEY GENERAL OF SOUTH CAROLINA; AND RUSSELL L. BAUKNIGHT AS AGENT FOR THE ATTORNEY GENERAL OF SOUTH CAROLINA ("Agent") AND THEIR COUNSEL SWEENEY, WINGATE AND BARROW, P.C. ("Wingate")

YOU WILL PLEASE TAKE NOTICE that ten days after service hereof, or as soon thereafter as she may be heard, Defendant Adele J. Pope will move before the Honorable L. Casey Manning at the Richland County Courthouse, for an Order granting her Summary Judgement as to the above Plaintiffs as follows:

1. Judgment in favor of Pope as to all claims of said Plaintiffs in the Complaint;
2. Judgment in favor of Pope as to all Counterclaims against said Plaintiffs;

3. A joint and several award of actual damages against said Plaintiffs in the amount of \$3.7 Million representing only actual damages caused by the Estate and 2000 Trust, acting through Bauknight, and the State/AG acting through its former AG and Sr. Assistant C. Havird Jones to damage the Estate/2000 Trust, Buchanan and Pope.

4. Attorneys' fees and costs in the amount of \$315,500 in this action.

The grounds of this motion are that the undisputed material facts of this Case show:

1. Each fact contained in the Motions for Summary Judgment as to Terry Brown and the Plaintiff Grandchildren of James Brown, which are incorporated herein.

2. The Office of the Attorney General, and the Estate of James Brown and 2000 Trust, through Bauknight have damaged the Estate/2000 Trust, Robert L. Buchanan, Jr., and Pope in actual damages of at least the amount set out above, including by:

A. Failing to support the 2000 Trust in the Frivolous Forlando Brown Federal suit.

B. Refusing to pay Buchanan and Pope as directed by the January 8, 2008 Order in Case 122, causing Pope and Buchanan to suffer and the Estate/2000 Trust to incur additional interest.

C. Colluding with felon David Cannon and his counsel, and failing to seek any restitution or recovery from Cannon;

D. Slandering Buchanan and Pope, including falsely accusing them of a federal felony;

E. Fabricating and generating a less-than \$4.7 Million value for the worldwide music empire of James Brown, then using it to deprive Buchanan and Pope of their return as PR/Trustees.

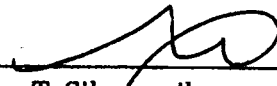
F. Commencing and continuing this case for the improper purpose of forcing Buchanan and Pope to abandon their appeal in Case 1647.

G. Colluding with and aiding the companion of James Brown, and making false representations about her civil status.

This motion is based on the depositions of Robert L. Buchanan, Jr., Daryl J. Brown and Larry Brown and the Exhibits thereto; the affidavits of Adele J. Pope on file herein; the South Carolina Rules of Civil Procedure, especially Rule 56; and such additional affidavits and documents matters as shall properly come before the Court prior to the hearing on this matter.

Respectfully submitted,

Daryl L. Williams
Jeter & Williams, P.A.
1204 Main Street, Suite 200
Post Office Box 7425
Columbia, South Carolina 29202
Telephone: (803) 765-0600
Facsimile: (803) 765-0619



Adam T. Silvernail
Law Office of Adam T. Silvernail, LLC
1901 Hampton Street
Post Office Box 1898
Columbia, South Carolina 29202-1898
Telephone: (803) 779-1770
Facsimile: (803) 403-8092
adam@silvernaillawfirm

March 11, 2013

Attorneys for Defendant Adele J. Pope

EXHIBIT S
S·W·B

SWEENEY WINGATE & BARROW P.A.

March 27, 2013

Reply to: Main Office

Mark V. Gende
(803) 256-2233 x121
mvg@swblaw.com

VIA EMAIL AND U.S. MAIL

Honorable L. Casey Manning, Jr.
Circuit Court Judge
Richland Judicial Center
1701 Main Street, Room 214 (2nd Floor)
Post Office Box 192
Columbia, SC 29202-0192

RE: Russell L. Bauknight, et al. v. Adele J. Pope
Civil Action No.: 2010-CP-40-04900
Our File: 4077-7389

Dear Judge Manning:

This letter is in response to your recent request for a written status report on Case 4900 and the related FOIA matters.

As to Case 4900, it is the Plaintiffs' position that the recent South Carolina Supreme Court ruling concerning the James Brown Estate Settlement Agreement and the removal of Ms. Adele Pope as Personal Representative and Trustee has created significant uncertainty among the Plaintiffs' group.

This uncertainty does not alter the fact that the Plaintiffs still have active and substantial claims against Ms. Pope, but does raise issues as to the capacity in which the Plaintiffs will continue Case 4900 and whether Sweeny, Wingate & Barrow, P.A. will be able to continue their representation as a group. These significant matters will not be resolved at the earliest until the cycle of Petitions for Rehearing in the Supreme Court are either denied or heard and decided and remittitur issues and possibly not until the will contests are re-litigated in Aiken County.

Therefore, the Plaintiffs would respectfully request that all matters in Case 4900 be stayed until these important issues are resolved.

As to the FOIA issues, the Plaintiffs' position is that each of the groups of documents at issue, the Sweeny, Wingate & Barrow, P.A. Fee Agreement and the Legacy Trusts documents,

March 27, 2013

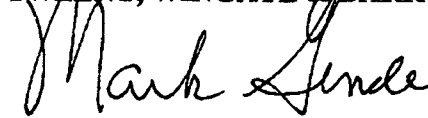
Page 2 of 2

are subject to pending discovery disputes in Case 4900. We do not believe that any decision can be made in the FOIA matters until the discoverability of these documents has first been determined in Case 4900, because if these documents are deemed privileged or otherwise protected then they are exempt from discovery under FOIA. As we have stated many times, it is our position that the Defendant is seeking to use FOIA simply as a means to do an end run around of the Rules of Civil Procedure governing Case 4900.

Should the Court have any questions concerning this update, I am available to answer those questions at the Court's convenience.

Yours truly,

SWEENEY, WINGATE & BARROW, P.A.



Mark V. Gende

MVG/lda

cc: J. Emory Smith, Jr., Esquire
Adam T. Silvernail, Esquire
Daryl L. Williams, Esquire

Exhibit T

**LAW OFFICE OF
ADAM T. SILVERNAIL, LLC**

PLEASE NOTE NEW ADDRESS:
POST OFFICE BOX 1898
1901 HAMPTON STREET
COLUMBIA, SOUTH CAROLINA 29202

April 16, 2013

By E-mail and U.S. Mail:
The Honorable L. Casey Manning
Post Office Box 192
1701 Main Street, Room 214
Columbia, South Carolina 29202-0192

Re: *Bauknight et al vs. Pope* ("Case 4900")
Case No. 2010-CP-40-4900

Dear Judge Manning:

Enclosed please find a copy of our Motion to Add William James Brown a/k/a Forlando Jamal Brown as a Party in the above-referenced action.

We respectfully ask that the Court proceed with a hearing on this matter at its earliest convenience and ask that it be heard when the FOIA cases are scheduled.

In reviewing Mr. Smith's email of March 28th and my own schedule, we are both available on April 24th, 25th, 29th and 30th, as well May 1st, 2nd, and the entire week of the 6th.

Thank you for your consideration in scheduling these matters.

Sincerely,


Adam T. Silvernail
Attorney for Defendant Adele J. Pope
(Case 4900) and Plaintiff Pope (FOIA)

cc: Kenneth B. Wingate, Esquire
Mark V. Gende, Esquire
Aaron J. Hayes, Esquire
John W. McIntosh, Esquire
Robert D. Cook, Esquire
J. Emory Smith, Esquire
Mr. William James Brown
Daryl L. Williams, Esquire
Adele J. Pope, Esquire

SC Attorney General
RECEIVED

APR 17 2013

Referred to S. Jones / Cook / McIntosh

Answered: _____

STATE OF SOUTH CAROLINA
COUNTY OF RICHLAND

RUSSELL L. BAUKNIGHT, and others
and

HENRY DARGAN MCMASTER, in his
capacity as Attorney General of the State
of South Carolina and Others,

Plaintiffs.

v.

Adele J. Pope and Robert L. Buchanan, Jr.,

Defendants.

) IN THE COURT OF COMMON PLEAS

) Civil Action No.: 2010-CP-40-4900

) MOTION TO ADD
) WILLIAM FORLANDO JAMES BROWN
) a/k/a FORLANDO JAMAL BROWN
) AS A PARTY

TO: ALL PLAINTIFFS AND THEIR ATTORNEYS:

YOU WILL PLEASE TAKE NOTICE that ten days after service hereof or as soon thereafter as she may be heard, Defendant, through her undersigned counsel, will move before the Honorable L. Casey Manning at the Richland County Court House, located at 1701 Main Street, Columbia, South Carolina pursuant to Rules 17 and 19, *SCRCP*, and other applicable law, for an Order for an Order adding William Forlando James Brown, a/k/a Forlando Jamal Brown ("William"), as a party to this action.

The grounds of this motion are:

1. William is the real party in interest as to the claims of Plaintiff Terry Brown ("Terry") against Plaintiffs in this case by virtue of:
 - a. An amendment to Plaintiff Legacy Trust dated December 31, 2010, executed by Terry others in December 2010. [Exhibit A]
 - b. The immediate assignment by Terry to William of all of Terry's interest in assets of the Estate of James Brown (the "Assignment"). [Exhibit B].
2. As a result, William is a necessary party under Rule 17(a) *SCRCP*.
3. Defendant made this motion promptly after she learned of the Assignment in 2013, and confirmed its breadth and import in William's April 10, 2013 deposition in a Federal Suit William brought in 2008 against Defendant and Robert Buchanan, Jr.

4. William has stated under oath in the deposition, and/or provided documents to show:

- a. He owns all claims of Terry in this matter, including the right to control this litigation for Terry; and
- b. The Assignment has been presented to the Wingate Firm and its termination as Terry's counsel confirmed in writing;
- c. Neither William nor Terry has sought a stay of this Case since the February 27, 2013 decision of the Supreme Court.
- d. William, for himself and Terry, has voiced his support for the Court's voiding of the McMaster Settlement.

5. The addition of William will not delay the litigation, and may promote settlement, as William has voluntarily withdrawn all claims against Defendant and Buchanan in the Federal Suit, and their counterclaims are proceeding expeditiously.

This motion is based on the South Carolina Rules of Civil Procedure, especially Rules 17 and 19, and statements in the deposition of William in the Federal suit, as well as such other proper documentation as shall come before the Court prior to the hearing on this matter.

Respectfully submitted,

Daryl L. Williams
Jeter & Williams, P.A.
1204 Main Street, Suite 200
Post Office Box 7425
Columbia, South Carolina 29202
Telephone: (803) 765-0600
Facsimile: (803) 765-0619

Adam T. Silvernail
Law Office of Adam T. Silvernail, LLC
1901 Hampton Street
Post Office Box 1898
Columbia, South Carolina 29202
Tel: 803/779-1770
Fax: 803/403-8092
adam@silvernaillawfirm.com

April 16, 2013

Attorneys for Defendant Adele J. Pope

Exhibit U

**LAW OFFICE OF
ADAM T. SILVERNAIL, LLC**

POST OFFICE BOX 1898
1901 HAMPTON STREET
COLUMBIA, SOUTH CAROLINA 29202

May 14, 2014

By U.S. Mail:

The Honorable L. Casey Manning
Post Office Box 192
1701 Main Street, Room 214
Columbia, South Carolina 29202-0192

Re: *Bauknight et al vs. Pope* ("Case 4900")
Case No. 2010-CP-40-4900

Dear Judge Manning:

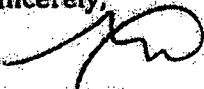
On April 22nd, Mark Gende, Esquire, moved for a stay of this action. As described in his motion, the stay would be indefinite, but likely last for years. We have filed a Return and Opposition to that motion which sets out the ways in which my client would be unjustly prejudiced by such a stay.

As your Honor may recall, Mr. Gende made an informal request for such a stay more than a year ago. During the time since, the Court has held no hearings. Mr. Gende's request - made on behalf of a crowd of people and entities he admits the Wingate firm may not be able to represent - has resulted in an effective stay, as no action has been taken in this matter since early 2013.

The coming Monday will mark the 4th anniversary of the filing of Plaintiffs' baseless complaint, and my client continues to suffer the effects of scurrilous allegations made on behalf of the Attorney General and others. We respectfully urge the Court to set a hearing on the Motion for Stay and other pending motions so that this case may move toward a conclusion.

Thank you for your consideration.

Sincerely,


Adam T. Silvernail

cc: Adele J. Pope, Esquire
Daryl L. Williams, Esquire
Matthew D. Bodman, Esquire (Courtesy Copy)
David B. Bell, Esquire (Courtesy Copy)
Counsel of Record

RECEIVED

MAY 15 2014

Referred to Jones/Cook
Answered _____

Exhibit V

Adele Pope

From: Adam T. Silvernail <asilvernail@mkb-law.com>
Sent: Monday, January 26, 2015 3:40 PM
To: Sonny Jones; Early, Doyet A. Law Clerk (Alicia Bores); Early, Doyet A.
Cc: Manning, L. Casey; <cmanninglc@sccourt.org>;
<BNewsome@nexsenpruet.com>;
<FCrawford@RichardsonPlowden.com>;
<SBias@RichardsonPlowden.com>; <kbw@swblaw.com>;
<MVG@swblaw.com>; John McIntosh; Mary Frances Jowers;
<jdonsbach@donsbachking.com>; <rlbuchananjr@atlanticbbn.net>;
Adele Pope (adele@popelawfirm.com)
Subject: RE: JOINT MEDIATION CASE 1337 AND CASE 4900

Because Mr. Jones's email below suggests that his only role at mediation will be a 'monitoring' role, I need to correct certain statements made by Mr. Jones as to Case 4900. The Attorney General is both a Plaintiff and a counterclaim Defendant in that case, and his office must participate in the mediation of Case 4900 as a party.

Mr. Jones makes reference to the AG's "motion to be dropped as a party" to Case 4900. That motion has neither been heard nor decided in the nearly two years since it was filed. We oppose that motion, both because the AG is not entitled to the requested relief and because it was filed by Mr. Jones, who has not been substituted as counsel of record for the AG in Case 4900. Mark Gende, Esquire, stated in correspondence to the Court on November 3, 2014 that Sweeny, Wingate & Barrow, PC remains sole counsel of record for the Plaintiffs/counterclaim Defendants in Case 4900.

Because the AG remains a party to Case 4900 and is subject to my client's counterclaims therein, and because Mr. Jones's correspondence is copied to Judge Manning and Case 4900 counsel, I believe it is necessary to correct the implication that the AG's sole role at mediation will be to monitor.

Adam Silvernail

Adam T. Silvernail
Moses & Brackett, PC
1333 Main St., Suite 260
Post Office Box 100261
Columbia, SC 29202-3261
803-461-2328 (direct dial)
803-461-2309 (fax)

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and may be unlawful. Please notify the sender immediately by return email and delete all copies of this message.

IRS Circular 230 Notice: To ensure compliance with requirements imposed by the IRS, please note that any federal tax advice contained in this communication (including any attachments) is not intended or written to be used, and cannot be used, for the purpose of (i) avoiding penalties under the Internal Revenue Code or (ii) promoting, marketing or recommending to another party any transaction or matter addressed herein.

-----Original Message-----

From: Sonny Jones [mailto:SJones@scag.gov]

Sent: Monday, January 26, 2015 3:12 PM

To: Early, Doyet A. Law Clerk (Aliecia Bores); Early, Doyet A.

Cc: Manning, L. Casey; <cmanninglc@sccourt.org>; <BNewsome@nexsenpruet.com>;

<FCrawford@RichardsonPlowden.com>; <SBias@RichardsonPlowden.com>; <kbw@swblaw.com>;

<MVG@swbiaw.com>; John McIntosh; Mary Frances Jowers; <jdonsbach@donsbachking.com>; Adam T.

Silvernail; <rlbuchananjr@atlanticbbn.net>; Adele Pope (adele@popelawfirm.com)

Subject: RE: JOINT MEDIATION CASE 1337 AND CASE 4900

Dear Ms. Bores,

In response to your email below, the Attorney General's Office will be present at the mediation ordered by the Court. The Office views our role in the Brown matters as guided by your Order of October 30, 2013, attached, which allowed the Office to withdraw from the Brown cases pending at the time before your Honor. The Attorney General desires, as stated in the Order, to have a monitoring role in the Brown matters, including case 1337. The Court explained that "allowing the Attorney General to withdraw is appropriate, in light of the Supreme Court's opinion in *Wilson v. Dallas*, Op. No. 27227 (SC: Sup. Ct. refilled may 8, 2013); the appointment of Russell Bauknight as Special Trustee by Order dated June 13, 2013; the appointment of Russell Bauknight as Special Administrator dated June 13, 2013; and the Attorney General's desire, pursuant to his statutory and common law authority, to have a monitoring role in this matter." The mediation also covers case 4900, and the Attorney General filed a Motion to be Dropped as Party to that case in March 2013.

Based on this, the Attorney General plans to be present at the mediation in a monitoring role. The Attorney General does not plan to be present at the hearing on February 2nd in Aiken, if a hearing is necessary. However, please advise if the Court would like the Office to attend on February 2nd, and we will be there.

Thank you.

Sonny Jones

C. Havird Jones, Jr.

Senior Assistant Deputy Attorney General Consumer Protection/Antitrust Section Office of the South Carolina Attorney General

(803) 734-3654

-----Original Message-----

From: Early, Doyet A. Law Clerk (Alicia Bores) [mailto:dearlylc@sccourts.org]

Sent: Thursday, January 22, 2015 11:32 AM

To: Adele Pope

Cc: Early, Doyet A. Law Clerk (Alicia Bores); Early, Doyet A.; Manning, L. Casey;
<cmanninglc@sccourt.org>; <BNewsome@nexsenpruet.com>; <FCrawford@RichardsonPlowden.com>;
<SBias@RichardsonPlowden.com>; <kbw@swblaw.com>; <MVG@swblaw.com>; John McIntosh; Sonny
Jones; Mary Frances Jowers; <jdonsbach@donsbachking.com>; <asilvernail@mkb-law.com>;
<rlbuchananjr@atlanticbbn.net>

Subject: Re: JOINT MEDIATION CASE 1337 AND CASE 4900

Counsel:

Judge Early has asked that you please look at the relief requested in the motion and see if it can be consented to in order to avoid the necessity of the hearing. Thank you.

Sincerely,

Alicia M. Bores

Law Clerk to the Honorable D.A. Early, III The Circuit Court of the 2nd Judicial Circuit PO Box 90 Bamberg,
SC 29003

Telephone: 803.245.4004

Fax: 803.245.2983

dearlylc@sccourts.org<mailto:dearlylc@sccourts.org>

On Jan 22, 2015, at 11:11 AM, Adele Pope wrote:

Ms. Bores,

Thank you. I will be there. If Adam Silvernail, my counsel in Case 4900, is able to be there, he will also attend.

Best,

Adele Pope

January 22, 2015

<-----Original Message----->

>From: Early, Doyet A. Law Clerk \ (Alicia Bores\)

>[dearlylc@sccourts.org<mailto:dearlylc@sccourts.org>]

>Sent: 1/22/2015 10:25:53 AM

>To: adele@popelawfirm.com<mailto:adele@popelawfirm.com>

>Cc:

>dearlyj@sccourts.org<mailto:dearlyj@sccourts.org>;dearlyj@sccourts.org<

>mailto:dearlyj@sccourts.org>;CManningJ@sccourts.org<mailto:CManningJ@sc
>courts.org>;CManningJ@sccourt
>s.org;dearlylc@sccourts.org<mailto:dearlylc@sccourts.org>;dearlylc@scco
>urts.org<mailto:dearlylc@sccourts.org>;cmanninglc@sccourt.org<mailto:cm
>anninglc@sccourt.org>;BNewsome@
>nexsenpruet.com;FCrawford@RichardsonPlowden.com<mailto:FCrawford@Richar
>dsonPlowden.com>;SBias@RichardsonPlowden.com<mailto:SBias@RichardsonPlo
>wden.com>;kbw@sw
>blaw.com;MVG@swblaw.com<mailto:MVG@swblaw.com>;JMcIntosh@scag.gov<mailt
>o:JMcIntosh@scag.gov>;agsjones@scag.gov<mailto:agsjones@scag.gov>;mfjow
>ers@scag.gov<mailto:mfjowers@scag.gov>;jdo
>nsbach@donsbachking.com<mailto:nsbach@donsbachking.com>;asilvernail@mkb
>-
>law.com;rlbuchananjr@atlanticbbn.net<mailto:rlbuchananjr@atlanticbbn.ne
>t>;dearlylc@sccourts.org<mailto:dearlylc@sccourts.org>;dearlylc@sccourt
>s.org<mailto:dearlylc@sccourts.org>
>Subject: Re: JOINT MEDIATION CASE 1337 AND CASE 4900
>
>Counsel:
>
>Judge Early has asked that I set a hearing regarding Ms. Pope's Motion
>to Compel the Principals and Successors to the Legacy Trust to attend
>the mediation in the above referenced case. He has scheduled this
>hearing for Monday, February 2nd at
>1:30 in Aiken. Please let me know if you have any questions. Thank you.
>
>Best,
>
>Alicia M. Bores
>Law Clerk to the Honorable D.A. Early, III The Circuit Court of the 2nd
>Judicial Circuit PO Box 90 Bamberg, SC 29003
>Telephone: 803.245.4004
>Fax: 803.245.2983
>dearlylc@sccourts.org<mailto:dearlylc@sccourts.org><mailto:dearlylc@scc
>ourts.org>
>
>
>
>
>On Jan 13, 2015, at 6:09 PM, Adele Pope wrote:
>
>Dear Judge Early and Judge Manning:
>
>Enclosed please find a copy of a Motion which I have served and mailed
>for filing in Aiken County today.
>
>As the motion states, the office of Camden Lewis, Esq., informed me by

>letter dated January 6, 2015 of his position that the James Brown
>Legacy Trust no longer exists, and has not existed since May 8, 2013.
>This is at odds with the position taken by Mr. Wingate's firm in recent Case 4900 filings.
>
>The Legacy Trust has played a central role in Case 4900 since 2010. It
>is one of three entities and three people who signed the Wingate
>Litigation Agreement on behalf of all of the Case 4900 Plaintiffs.
>
>It is important for me to conclude this mediation because the
>Estate/2000 Trust asserts it cannot pay its liquidated, allowed,
>court-approved debt to me which the Estate/2000 Trust has owed me since
>2009 until Case 4900 is concluded.
>
>I would very much appreciate Judge Early's scheduling a hearing as soon
>as possible to determine who, in addition to Mr. Bauknight, is required
>to be present at the mediation to address the claims the Legacy Trust
>has made against me, and the counterclaims which have been made against the Legacy Trust.
>
>Thank you for your consideration,
>
>Adele Pope
>January 13, 2015
>cc: All counsel of Record in Case 1337 and Case 4900; Attorney General
>Wilson; John Donsbach, Esq., <Motion .pdf>
>
>~~~ CONFIDENTIALITY NOTICE ~~~ This message is intended only for the
>addressee and may contain information that is confidential. If you are
>not the intended recipient, do not read, copy, retain, or disseminate
>this message or any attachment. If you have received this message in
>error, please contact the sender immediately and delete all copies of the message and any
attachments.
>
>

Exhibit W

Adele Pope

From: Early, Doyet A. Law Clerk (Alicia Bores) <dearlylc@sccourts.org>
Sent: Tuesday, February 03, 2015 3:26 PM
To: William G. Newsome
Cc: adele@popelawfirm.com Pope; Early, Doyet A.; Early, Doyet A. Law Clerk (Alicia Bores)
Subject: Estate of James Brown

Dear Mr. Newsome,

Judge Early has asked that you prepare an order in regard to yesterdays ruling. Please let me know if you have any questions. Thank you.

Best,

Alicia M. Bores
Law Clerk to the Honorable D.A. Early, III The Circuit Court of the 2nd Judicial Circuit PO Box 90 Bamberg, SC 29003
Telephone: 803.245.4004
Fax: 803.245.2983
dearlylc@sccourts.org<mailto:dearlylc@sccourts.org>

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Exhibit X

The Supreme Court of South Carolina

Alan Wilson, et al.

v.

Albert H. Dallas, et al.

Appellate Case No. 2009-142286

**RECEIVED**

MAY 13 2015

S.C. Supreme Court

COMES NOW, Darryl Brown, et al., by and through counsel, and responds to the Status Report filed with the Court on May 8, 2015.

### **DISCOVERY**

Despite a strong desire to take depositions, to serve interrogatories and to obtain documents pursuant to subpoena and requests to produce, all discovery in and for all of the issues surrounding the James Brown Estate have been stayed. Since the Supreme Court rendered its decision in 2013, no depositions have been taken nor has any discovery been allowed. Discovery for all issues has been stayed by the Court. There are contested issues that need to be resolved by discovery. Furthermore, the power to conduct an investigation with subpoenas, depositions and other discovery tools is required to fully flush out the facts and issues involved in various James Brown Estate matters.

### **TOMMIE RAE HYNIE OMITTED SPOUSAL CLAIM**

Despite the strong urging of the opponent of Tommie Rae Hynie, no discovery has been permitted or allowed in the Tommie Rae Hynie marital status case. The trial court required the parties to agree on as many facts as could be agreed upon. A joint stipulation of facts was entered. However, this joint stipulation did not address the disputed facts. Furthermore, there are disputed facts known and unknown. To date, no discovery has been permitted or allowed as to the issue of

Tommie Rae Hynie's marital status. The court ruled (on summary judgment) without allowing any depositions, subpoenas, interrogatories or notice to produce. The summary judgment ruling of the trial court is fatally flawed because it ignored known facts, no discovery was allowed or permitted.

### **MEDIATION**

The parties to certain issues have been directed to mediation. However, the parties did not agree to the mediation. There is no chance that the mediation will resolve any issues. Furthermore, the trial court ordered the Estate to pay all costs of mediation. Therefore, the parties will attend mediation without responsibility to pay the mediator.

The parties did not select the mediator. The mediator was selected by the Court. The parties were ordered to be present at the mediation despite the belief that it is a futile and wasted effort.

### **WILL CONTEST**

To date, there has been no discovery order entered in and for the Will contest. Despite, assertion to the contrary in the status report, the parties have not agreed to a discovery order nor has a consent scheduling order been circulated. No discovery has been allowed despite a representation to the contrary in the status report.

### **THREE TRUSTEES**

Instead of following the dictates of the Will to appoint three trustees to oversee the James Brown legacy trust, the Court only appointed one special administrator. This was done when an existing special administrator represented to the trial court that following the directions contained in the Will would be cumbersome and inefficient. Therefore, to avoid the dictates and directives

of the Will, the trial court appointed a special administrator rather than three trustees as directed by the Will.

This 13<sup>th</sup> day of May, 2015.

Respectfully submitted,



MATT BODMAN  
SOUTH CAROLINA BAR NO. 11143  
1500 CALHOUN STREET  
COLUMBIA, SC 29201  
(803)806-8605



DAVID B. BELL  
Georgia State Bar No. 047750  
619 Greene St.  
Augusta, GA 30901  
(706) 724-1882

ATTORNEYS FOR DARYL BROWN, ET AL.

Exhibit 9

STATE OF SOUTH CAROLINA

COUNTY OF RICHLAND

RUSSELL L. BAUKNIGHT, as Trustee of the James Brown 2000 Irrevocable Trust and the James Brown Legacy Trust, as Personal Representative of the Estate of James Brown, and on behalf of Alan Wilson, in his capacity as Attorney General of the State of South Carolina; Tommie Rae Brown, individually and on behalf of her minor child, James Brown II; Daryl J. Brown, individually and on behalf of his minor child Janise Vanisha Brown; Lindsey Delores Brown; Deanna J. Brown Thomas; Jason Brown-Lewis; Yamma N. Brown, individually and on behalf of her minor children Sydney Lumar and Carrington Lumar; Tonya Brown; Venisha Brown Larry Brown; and Terry Brown

and

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

Plaintiffs

v.

Adele J. Pope,

Defendant

IN THE COURT OF COMMON PLEAS  
FOR THE FIFTH CIRCUIT

Civil Action No. 2010-CP-40-4900

2016 MAY 19 AM 9:37

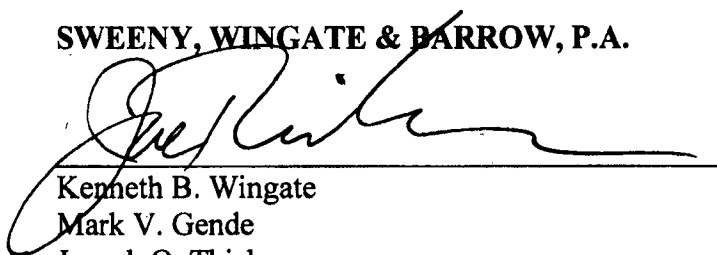
MOTION FOR SUMMARY JUDGMENT  
AS TO ALL OF THE  
COUNTERCLAIMS OF DEFENDANT  
POPE

**TO: BILL BUNDY, ESQUIRE, ADAM T. SILVERNAIL, ESQUIRE AND DARYL L. WILLIAMS, ESQUIRE, ATTORNEYS FOR DEFENDANT POPE, AND TO THE DEFENDANT ABOVE-NAMED:**

**YOU WILL PLEASE TAKE NOTICE** that Plaintiffs intend to move, and do hereby so move, for an Order from the Court granting Plaintiffs summary judgment in their favor on all of Defendant Pope's Counterclaims. The grounds for this motion are that Defendant Pope's claims are precluded as a matter of law by the doctrine of collateral estoppel by the decision of the South Carolina Supreme Court in Wilson v. Dallas, 403 S.C. 411, 743 S.E.2d 746 (2013). Specifically, the Court in Wilson v. Dallas affirmed the removal for cause of Defendant Pope as PR/Trustee and found that notice and a hearing were provided on that issue. Based on the Court's decision, and as set forth in the attached Memorandum of Law, Plaintiffs request that this Court enter an Order granting summary judgment as to all of Defendant Pope's Counterclaims. This Motion is supported by the attached Memorandum of Law, which is hereby incorporated by reference in its entirety, and may be further supplemented by memoranda, affidavits, or by any other such information as may be fit and proper.

Respectfully submitted,

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



Kenneth B. Wingate  
Mark V. Gende  
Joseph O. Thickens  
Sweeney, Wingate, & Barrow, P.A.  
Post Office Box 12129  
Columbia SC 29211  
(803) 256-2233

**ATTORNEYS FOR PLAINTIFFS**

Columbia, South Carolina  
May 17, 2016

Exhibit 2

STATE OF SOUTH CAROLINA

COUNTY OF RICHLAND

RUSSELL L. BAUKNIGHT, as Trustee of the James Brown 2000 Irrevocable Trust and the James Brown Legacy Trust, as Personal Representative of the Estate of James Brown, and on behalf of Alan Wilson, in his capacity as Attorney General of the State of South Carolina; Tommie Rae Brown, individually and on behalf of her minor child, James Brown II; Daryl J. Brown, individually and on behalf of his minor child Janise Vanisha Brown; Lindsey Delores Brown; Deanna J. Brown Thomas; Jason Brown-Lewis; Yamma N. Brown, individually and on behalf of her minor children Sydney Lumar and Carrington Lumar; Tonya Brown; Venisha Brown Larry Brown; and Terry Brown

and

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

Plaintiffs

v.

Adele J. Pope,

Defendant

IN THE COURT OF COMMON PLEAS

FOR THE FIFTH CIRCUIT

Civil Action No. 2010-CP-40-4900

PLAINTIFF'S MEMORANDUM IN  
SUPPORT OF MOTION FOR  
SUMMARY JUDGMENT AS TO  
DEFENDANT'S COUNTERCLAIMS

action; (2) directly determined in the prior action; and (3) necessary to support the prior judgment.” Id. “While the traditional use of collateral estoppel required mutuality of parties to bar relitigation, modern courts recognize the mutuality requirement is not necessary for the application of collateral estoppel where the party against whom estoppel is asserted had a full and fair opportunity to previously litigate the issues.” Id. (citing Snavelly v. AMISUB of S.C., Inc., 379 S.C. 386, 398, 665 S.E.2d 222, 228 (Ct.App.2008)).

In dispensing with the mutuality requirement, our courts have applied collateral estoppel only when the party against whom estoppel is asserted had a full and fair opportunity to previously litigate the issue. Carolina Renewal, 385 S.C. at 555, 684 S.E.2d at 782. Under the doctrine of issue preclusion, if an issue of fact or law was actually litigated and determined and necessary to a valid and final judgment, the determination is conclusive in a subsequent action on that claim or a different claim. Laughon v. O'Braitis, 360 S.C. 520, 526, 602 S.E.2d 108, 111 (Ct. App. 2004).

### ARGUMENT

Summary judgment is appropriate in this matter because each of the counterclaims alleged by Defendant Pope fails as a matter of law as a result of the South Carolina Supreme Court’s decision in Wilson v. Dallas, 403 S.C. 411, 743 S.E.2d 746 (2013). To emphasize, the grounds for this motion are found solely in the Wilson v. Dallas opinion, and are based on the contention that Wilson v. Dallas conclusively establishes facts which preclude Defendant Pope’s counterclaims as a matter of law. Thus, summary judgment is ripe in this matter and there is no legal or equitable need for discovery prior to the Court ruling on the Plaintiffs’ Motion for Summary Judgment as to Defendant Pope’s Counterclaims. This Memorandum will first set

EXHIBIT AA

STATE OF SOUTH CAROLINA  
COUNTY OF RICHLAND

) IN THE COURT OF COMMON PLEAS

) Case No. 2010-CP-40-4900

RUSSELL L. BAUKNIGHT, as Trustee of  
the James Brown 2000 Irrevocable Trust and  
the James Brown Legacy Trust, as Personal  
Representative of the Estate of James Brown,  
and on behalf of Henry Dargan McMaster, in  
his capacity as Attorney General of the State  
of South Carolina' and others,

**AFFIDAVIT OF ADELE J. POPE  
SUPPORTING DEPOSITION OF  
JANISE VANISHA BROWN  
AND RELATED RELIEF**

and

ALAN WILSON, in his capacity as Attorney  
General of the State of South Carolina; and  
others,

Plaintiffs.

v.

Adele J. Pope,

Defendant.

RICHLAND CO.  
FILED  
2016 AUG 23 AM 8:38  
JEANETTE W. MCBRIDE  
C.C.P. & G.S.

PERSONALLY APPEARED BEFORE ME, ADELE J. POPE, who being duly  
sworn, deposes and says:

1. I am informed and believe that for Janise Vanisha Brown's [JANISE's] refusal  
to appear at a properly and courteously noticed video deposition scheduled for August  
19, 2016 the Court should direct JANISE to do the following:

- a. Pay my counsel \$7,500 for the legal fees and costs spent in scheduling the  
video deposition at which she refused to appear, payable within 30 days.
- b. Appear at a deposition scheduled before October 1, 2016.

2. If JANISE had appeared at her noticed deposition, I am informed and believe  
that she would have admitted the facts set out below; authenticated the documents  
referenced; and provided important testimony as to my defense and counterclaims in

4

this lawsuit filed against me 6 years and 3 months ago by the law firm of Kenneth Wingate, Esq. ("WINGATE") for JANISE when she was a minor.

3. The facts related to JANISE's bringing this frivolous suit against me, and continuing it for 6 years are:

- a. JANISE was 11 when she, through her father Daryl Brown ("DARYL") became involved in James Brown litigation in Aiken County on January 24, 2007.
- b. This Case, "Richland 4900," is the ONLY James Brown case she has been a party to since she became an adult.
- c. The facts set out in the Pope Affidavit dated today related to her sister Lindsey Delores Brown ("LINDSEY") are, but for her age, the same as for JANISE, and are incorporated herein.
- d. JANISE and LINDSEY did not sign the contingency fee agreement to hire WINGATE; nor did their father, DARYL. The agreement was signed by LEVENSON, who expected to be paid about \$9MM if the if the appeal of the McMaster Settlement Deal could have been stopped.
- e. JANISE was never asked by WINGATE, BAUKNIGHT or LEVENSON if she wanted a GAL, even when her father fired LEVENSON in 2010 or 2011.
- f. JANISE was not invited to the October 2012 Mediation in Richland 4900.
- g. JANICE has knowledge of the visit by LEVENSON and BAUKNIGHT in 2012 to convince JANISE, LINDSEY and their mother to support the McMaster Settlement Deal and Richland 4900.
- h. JANICE did not know she had moved to intervene in a FOIA suit, or seek sanctions against Adele Pope.
- i. JANICE was not told about the offers made to her or the Offer of Judgment which WINGATE moved to strike in the Summer of 2012.

4. If JANISE had appeared at the deposition, she could have testified about her position as to following things:

- a. Jg. Early's exclusion of JANISE and others whose Federal Copyright

Act Termination Rights are damaged by a finding that Tomirae was Brown's spouse from the Tomirae spousal proceeding.

- b. Jg. Early's allowing James B. up to \$700,000 in GAL and legal fees, when WINGATE, BAUKNIGHT and LEVENSON refused a GAL in Richland 4900 for her minor sister Janise Vanisha Brown.
- c. AG Wilson's failure to protect the "I Feel Good" Charity when Tomirae and James B. filed Termination Rights elections.
- d. What part, if any, she received from the \$2 MM distributed to Tomirae and other in the recent sale of "Please, Please, Please" and 2 other copyrights, reputed to have been for \$6 MM.
- e. How she, AG Wilson and Bauknight as her agent reconcile suing Pope and Buchanan for not selling Brown's music empire for \$100MM with their claim to the Supreme Court – and BAUKNIGHT's claim to the IRS- that Brown's music empire was worth \$4.7MM at his death, and there have been no offer.
- f. Whether she believe Brown's Image and Persona is still known worldwide 10 years after his death.
- g. Whether she has evidence to support the ZERO value place on Brown's Publicity Rights in IRS and Supreme Court filings by AG Wilson, BAUKNIGHT, Nexsen Pruet, and others, which she, through LEVENSON, endorsed.
- h. Whether she has evidence to refute the approximately \$50MM value placed on Brown's Publicity Rights by Dr. Cox, Wm. Hammond, the original trustees, Buchanan and Pope.

5. AG Wilson, JANISE and others have multiplied the damage to me by continuing this case for four years after DARYL repudiated the McMaster Settlement deal; fired LEVENSON; and urged AG Wilson to save James Brown's "I Feel Good" Charity.

6. If JANISE has benefitted from the reputed \$6MM sale, or otherwise, by continuing this frivolous suit, I am informed and believe that I am entitled to know.

# Exhibit A

---

**From:** Lacey Musgrove [Lacey@LevensonLaw.com]  
**Sent:** Monday, March 26, 2007 1:37 PM  
**To:** David Yount; Cherry V. Cordle; Louis Levenson  
**Cc:** drylumar@yahoo.com; dsweetied@aol.com; labigbrown@yahoo.com; funktitudrop@comcast.net; bro71ar@aol.com; sarahdeanbrown@yahoo.com; ferrarl.production@yahoo.com  
**Subject:** memorandum / meeting 3/19/07  
**Attachments:** 20070326113641193.pdf

FB005877

6/24/2008

130

FB05946

Exhibit A

**From:** Alan Medlin <amedlin@sc.rr.com>  
**Sent:** Sunday, August 30, 2009 4:11 PM  
**To:** Kingsmore, Fred L.; Carter@eckb.com; JLee@eckb.com; mrosen@rosen-lawfirm.com; AGSJONES@scag.gov; MFJowers@scag.gov; JCNicholson@scag.gov; David Michel; louis@levensonlaw.com; lori@levensonlaw.com; rbauknight@BPSCPAS.COM  
**Cc:** Tax valuation  
**Subject:** tax valuation.rtf  
**Attachments:**  
**Follow Up Flag:** Follow up  
**Flag Status:** Completed

Attached please find a case hot off the press dealing with tax valuation issues of the second greatest country music songwriter (after Hank Williams) who wrote what is arguable the best country song ever: Patsy Cline's "I Fall to Pieces." It is a treasure trove of information for us, including: (1) the method of valuation for songwriter royalties includes an average of some prior years royalty stream multiplied by a multiple (somewhere between 5 and 8 seems reasonable based on the opinion); (2) names of some experts; (3) the Service accepted the multiple of 8. Based on the info in the opinion, Bobadele has grossly overvalued the estate for 706 purposes. The opinion deals only with royalties and not image and likeness, which apparently was inapplicable to the decedent songwriter. Of course, among ourselves, we are not sure we have the right to image and likeness under SC law, so any separate valuation of that should be discounted accordingly.

JB-41\_000322

(3)

# Exhibit 297 S

**Sonny Jones**

**From:** Adele Pope <adele@popelawfirm.com>  
**Sent:** Monday, November 05, 2012 4:32 PM  
**To:** louis@Levensonlaw.com  
**Cc:** Sonny Jones; Alan Wilson; dwilliams@jeterandwilliams.com; dblack@nexsenpruet.com; fkingsmore@nexsenpruet.com; MFJowers@scag.gov; adam@silvermaillawfirm.com  
**Subject:** JAMES BROWN MATTERS - Daryl, Lindsey and Janise

1228 Walnut Street  
Newberry, South Carolina  
November 5, 2012

Louis Levenson, Esquire -- By EMAIL and Ordinary First Class Mail

Dear Louis:

I received this morning your email of November 2, 2010 which you make as the agent for Daryl Brown, Lindsey Brown and Janise B. (a minor). I make the following response to Daryl, Lindsey, Janice and you, and to the many people you elected to copy on your letter to me:

**AS TO INNUENDO, THREATS AND FALSE ALLEGATIONS OF IMPROPRIETY ON MY PART AND THAT OF BOB BUCHANAN:**

1. I do not believe that the continued false allegations and veiled (and unveiled) threats by Daryl, Lindsey and you, which began nearly three years ago in January 2009, are helpful.
2. The first threat by you, for Lindsey, Daryl and others, to ruin Bob Buchanan and me with Rule 11 sanctions, etc., if we did not resign and go along with the McMaster settlement deal, was by telephone on January 30, 2009 to Bob Buchanan. His telephone notes showing his response to you suggest that the threat was not effective.
3. I respectfully submit that after I learned in May 2011 that you, Daryl, AG Wilson and Lindsey, with others had falsely accused Bob Buchanan, a part-time Federal Magistrate Judge, and me of a Federal Felony which, if true, could permanently ruin our careers and reputations, all threats short of that became ineffective for any purpose.
4. If you, Daryl and Lindsey really believe I made an improper contact with anyone why didn't you, Daryl, Lindsey and Janise take advantage of the hearing scheduled before Judge Doyet A. Early, III on July 12, 2012 to determine who was lying about improper contacts, direct and indirect, and also who was lying about the following critical issues:
  - a. Was James Brown's worldwide music empire worth \$100 Million less the TIAA debt at Brown's death, or less than \$4.7 Million?
  - b. Isn't the "longtime friend" of James Brown who discussed the widely-know contents of the Hynie "diary" with a Newberry journalist really someone who actually knew James Brown?

c. Why did Hynie's lawyers and Bauknight meet with Buddy Dallas after they falsely accused me of being the "longtime friend" -- then not even ask Dallas if he was the "longtime friend" or knew who the "longtime friend" was?

5. Your letter makes me wonder why you, Daryl, Lindsey and Janise fought so hard NOT to have the July 12, 2012 hearing where Daryl, Lindsey and Janise's mother could have testified or presented affidavits about who had made contacts with them.

#### THE REAL FACTS:

1. I believe that you, Daryl, Lindsey and Janise's mother all know that I have never made any inappropriate contact with them or any of your clients, either direct or indirect.
2. I hope each of Daryl, Lindsey and Janise will consider, and accept, the Offers I made to them -- appropriately through my counsel -- in Case 4900. I believe their accepting the Offers would be a significant first step in undoing the wrong they have done to James Brown's dignity and private property through the McMaster deal and AG/State takeover of Brown's private property.
3. It is my earnest hope that Daryl and the five other named children in Brown's Will will NOT get \$30 Million or more of Brown's music empire, nor pay you the approximately \$8.7 Million or more you claim from that under a contingency fee of 30% plus \$150,000.
4. It is my earnest hope that Tommie Rae Hynie will not get any of the approximately \$25 Million Henry McMaster, without cause in my opinion, agreed to take from needy and deserving student beneficiaries of The James Brown "I Feel Good" Trust and give to Hynie, and that Hynie's attorneys will not get the \$9.7 Million or more they want from what Hynie is claiming.
5. It is my earnest hope that Bauknight's less-than \$4.7 Million valuation of Brown's worldwide music empire; scurrilous false allegations about Bob Buchanan and me; false claims to our Supreme Court, including that Hynie's Elective Share claim was a "slam dunk;" recommendation and support of a settlement which made false findings of who were the heirs of James Brown under the Federal Copyright Act; false claim both to the IRS and the S.C. Supreme Court that Bob Buchanan and I committed a Federal Felony by overvaluing Brown's music empire by \$79 Million for the improper purpose of obtaining a large commission; alliance with David Cannon's counsel; work to defeat our claims against David Cannon; refusal to seek either jail time or restitution from David Cannon; failure to have the most minimal understanding of what happened between November 20, 2007 and May 26, 2009; inappropriate loyalty to and alliance with Tommie Rae Hynie to the continuing detriment of The James Brown "I Feel Good" Trust and its needy and deserving student beneficiaries; along with his other shortcomings and conflicts will result in his removal by the Court or the Attorney General as Trustee of the James Brown 2000 Irrevocable Trust and PR under Brown's Will.
6. If your clients tell the truth, they will confirm I am not the "longtime friend" who revealed to a journalist the contents of the Hynie "diary" which you, Daryl, Lindsey, scores of others and I all know about.
7. I have made clear to you, Daryl, Lindsey and Janise in open Court before Judge Early that I believe the Hynie "diary" Gag Orders were unconstitutional when issued, but have not spoken of their contents since the 2008 Hynie "diary" Gag Orders out of respect for the Court.
8. Since Daryl has now given a taped media statement -- which I applaud even though I had nothing to do with it -- supporting my position that Daryl and others who settled with Hynie in August 2008 knew at the time she was not Brown's spouse, I certainly wish you, Daryl, Janise and Lindsey would join me in the Hynie "diary"

Exhibit T

**SCOTT KENILEY**

---

**From:** William James Brown <williamjames.brown@yahoo.com>  
**Sent:** Friday, September 27, 2013 12:39 PM  
**To:** SCOTT KENILEY  
**Subject:** Fw: Notice to the Court - The Estate of James Brown A/K/A: James Joseph Brown  
**Attachments:** Brown - Terminations - MT Letter to Warner-Chappell 9.23.2013.pdf

----- Forwarded Message -----

**From:** William James Brown <williamjames.brown@yahoo.com>  
**To:** "dearlylc@scccourts.org" <dearlylc@scccourts.org>  
**Sent:** Friday, September 27, 2013 12:37 PM  
**Subject:** Notice to the Court - The Estate of James Brown A/K/A: James Joseph Brown

Dear Judge Early,

I hope you are well. Out of an abundance of caution and in respect to this court, I am submitting this letter written on behalf of certain interested parties by their counsel, to the court. The letter contains pertinent information I believe the court is entitled to as your Honor continues to oversee these Estate of James Brown matters.

The letter outlines knowledge of actions, taken on behalf of certain interested parties under the courts jurisdiction, that are intended to strip the "I Feel Good" Trust of James Brown of revenues. The letter points to certain representatives of the Estate of James Brown assisting in filing notice of termination rights, on behalf of Tommie Rae Hynie, pursuant to the copyright act, that will do harm to this courts jurisdiction in such legal matters. It is my assumption that all the actions taken by Estate representatives, that deal specifically with the Estate of James Brown, under this courts jurisdiction, be noticed to the court for guidance and approval.

Very Respectfully,

William Forlando Brown

Exhibit BB

STATE OF SOUTH CAROLINA  
COUNTY OF RICHLAND

THE COURT OF COMMON PLEAS  
FOR THE FIFTH JUDICIAL CIRCUIT

Civil Action No. 2010-CP-40-04900

RUSSELL L. BAUKNIGHT, as Trustee of the James Brown 2000 Irrevocable Trust and the James Brown Legacy Trust, as Personal Representative of the Estate of James Brown, and on behalf Alan Wilson, in his capacity as Attorney General of the State of South Carolina; Tommie Rae Brown, individually and on behalf of her minor child, James Brown II; Daryl J. Brown, individually and on behalf of his minor child Janise Vanisha Brown; Lindsey Delores Brown; Deanna J. Brown Thomas; Jason Brown-Lewis; Yamma N. Brown, individually and on behalf of her minor children Sydney Lumar and Carrington Lumar; Tonya Brown; Venisha Brown Larry Brown; and Terry Brown

and

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

Plaintiff

v.

Adele J. Hope and Robert L. Buchanan,  
Jr.,

Defendants

ORDER OF DISMISSAL

JEANETTE W. McBRIDE  
C.C.P. & G.S.

2012 JUL 13 AM 11:19

FILED

RICHLAND COUNTY

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**ORDER of DISMISSAL**

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1. This Court is informed that Plaintiffs and Defendant Robert L. Buchanan, Jr., have reached a final settlement in this matter that resolves all claims between them;
2. The above-styled causes of action as well as any claim, cross claim, or counterclaim between the Plaintiffs and Defendant Buchanan are hereby dismissed with prejudice, waiving all rights of appeal;
3. Each party shall pay its own court costs and expenses associated with the above-referenced litigation.

NOW, THEREFORE, in consideration of the above and with the consent of Plaintiffs and Defendant Buchanan, this matter is dismissed with prejudice.

SO ORDERED, this, the 13 day of July, 2012.

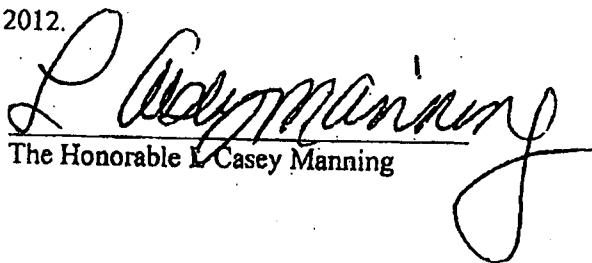
  
The Honorable L. Casey Manning

Exhibit CC

The Supreme Court of South Carolina

Alan Wilson, et al

v.

Albert H. Dallas, et al

Appellate Case No. 2009-142286

Status Report

RECEIVED

MAY - 8 2015

S.C. Supreme Court

I conducted a status conference on May 29, 2013 concerning the remand of the Wilson v. Dallas appeal. All parties through their attorneys and some claimants were present. The paramount theme of the meeting was to insure that all remanded matters were to be moved forward in an expeditious manner concomitantly with a structured and efficient administration of the estate and trust. An administrative order was issued on June 13, 2013 which addressed all mandates of the remand and segregated all of the various matters, claims and challenges to the will and trust and identified the proper parties to each respective case. (I will make reference to many orders in my status report. I am not making them exhibits. I believe copies to all orders have been provided to the Court pursuant to previous order. If the Court requires any of the mentioned orders, they are readily available. Please let me know.)

I will first update the status of the litigation. At the time of the remand, the will and trust litigation involved claims challenging the validity of the will and trust, spousal claims and an omitted child claim. By order dated December 16, 2013 Tommie Rae Brown's claims for an omitted spouse's share of the estate, her claim for an elective share and James Brown II's claim for a pretermitted child share of the estate were all severed so each case could move forward, without interference from other cases and to facilitate efficiency. By order dated February 7, 2014 the parties were identified for each respective case. Tommie Rae Brown and James Brown, II were designated as petitioners in their respective actions. The respondents were David C. Sojourner, Jr. in his capacity as Limited

days of the order with supporting documentation. Five individuals sought appointment as Personal Representative of the Estate and Trustee of the Trust. Also an application was received for the appointment of Limited Special Administrator of the Estate and Limited Special Trustee of the Trust. In the interim, Russell L. Bauknight was ordered to continue to oversee the orderly administration and fiduciary duties of the Estate and Trust as Special Administrator and Special Trustee. At that time he had continuously served in a fiduciary capacity for the Estate and Trust since May 26, 2009 with no lapse in his authority. Hearings were held on September 4 and 11, 2013 to receive testimony from all applicants and answer questions posed by the Court. I found that Mr. Bauknight was by far the most qualified, had more knowledge about the Estate than anyone, had led the Estate from the brink of insolvency to repaying over \$14,000,000.00 on the Pullman bond debt seven years ahead of schedule, secured a deal for a movie on the life of Mr. Brown, resolved most of the creditor claims against the Estate and claims by the IRS and filed all income tax returns for all periods for Mr. Brown and the Estate and Trust, resolved IRS audits, plus performed many more services that have been beneficial to the Estate and Trust. Because Mr. Bauknight had also served under the Wilson v. Dallas settlement agreement, an issue arose whether a conflict of interest existed with respect to Mr. Bauknight's continued role as fiduciary of the Estate and Trust in the ongoing spousal elective share, the omitted spouse matter, the omitted child matter, and the legal challenges to the validity of the Will and Trust. I found no conflict of interest existed, but out of an abundance of caution and to avoid any appearance of impropriety I felt it was prudent to appoint an independent person to serve as Limited Special Trustee and as Limited Special Administrator solely and exclusively for the purpose of defending the Estate and Trust against these claims and challenges. I appointed David C. Sojourner, Jr. in this role and Mr. Bauknight was left to continue to oversee all other aspects of the administration of the Estate and Trust. These factual determinations are set out in detail in my order of October 1, 2013.

My Administrative Order of June 13, 2013 addressed the remand mandate for a review of the propriety of fees paid in relation to the Brown Estate. To

accomplish this, the Clerk of Court was directed to open a new civil action entitled "In Re: James Brown : Review of fees paid in Case 1647 appeal of May 26, 2009 settlement agreement". The Clerk was directed to send notice of the new civil action to all the current parties of record in Case 1647 and ten other individuals as identified in the order and directed that each submit a statement of the attorney's fees and trustee fees paid by the Estate in Case 1647.

A review of this file shows I received statements from Tressa T. H. Hayes after being retained by Pope and Buchanan to render legal services to the Estate. These were settled by the Estate and approved by the Probate Court. I did not find any impropriety. The amount was for \$105,546.75 less payments of \$29,580.00 for a balance of \$75,966.75 which was paid. A statement was received from James D. Bailey who also provided legal services to Pope and Buchanan. The total amount of fees and costs were \$201,465.00 less payments of \$116,605.42 with a balance due of \$84,859.58. This claim has been paid. I did not find any impropriety.

Robert L. Buchanan was appointed as one of two Special Administrators of the Estate of James Brown in March 2007. On November 20, 2007 he was appointed as a Co-Personal Representative of the Estate of James Brown and 2000 Irrevocable Trust along with Adele J. Pope. He responded to my order advising he had been paid \$153,000.00 during the period of time from February 27, 2008 through April 21, 2009. If I calculated right, he submitted an itemized statement for time he expended through March 31, 2012 totaling \$746,598.00

\* Mr. Buchanan and Mrs. Pope were sued in Richland County 2010-CP-40-4900. Mr. Buchanan settled the case against him for \$500,000.00 which resolved all claims either side had against the other in case number 10-CP-40-4900 in Richland County and all Aiken County matters. I enclose a copy of the settlement agreement and Order of Dismissal signed by Judge Manning.

Mr. Bauknight also filed an affidavit reporting this payment on July 29, 2013 in the review of fees case. I had also issued a previous order restricting personal representative and trustee distributions being paid in Case 1647 until the appeal

*Buchanan was paid, not those suing him.*

concluded. Accordingly, Mr. Bauknight had not paid personal representative or trustee distributions in that matter.

In response to the administrative order of June 13, 2013, Mrs. Pope filed a twelve (12) page "Statement of Fees". She filed hundreds of pages of attachments with her statement. I include the statement, but not the attachments. I am not sure if my interpretation of her statement is correct, but she appears to claim in excess of \$2,000,000.00 for SA fees for service through May 26, 2007. Claim less than \$48,000 with interest

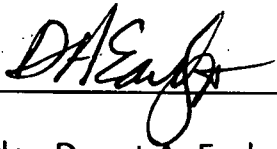
She claims since May 26, 2007 she has spent more than 4000 hours in connection with the Wilson v. Dallas appeal and other matters which protect the 2000 Estate Plan of James Brown. She stated her hourly rate was \$325-\$350. She states the amount exceeds the request she made for a full commission of \$2,845,930.00. Her claim remains unresolved. It appears that she claims approximately \$5,000,000.00 in fees. The Richland County suit with her counterclaims is still pending. She moved for summary judgment on the fees owed to her in the Aiken matters. I heard the motion and denied it because of the existence of factual issues in dispute.

Judge Manning and I signed a joint order requiring that the parties in both cases participate in mediation. One attempt at mediation had been unsuccessful, but all parties were agreeable and seemed to me to be motivated to once again try to reach a global resolution of the issues. All agreed to let Karl Folkens mediate. He had issued a mediation plan that addressed the concerns of all parties and had a date scheduled when the stay was ordered. Judge Manning and I are hopeful that this mediation will be productive.

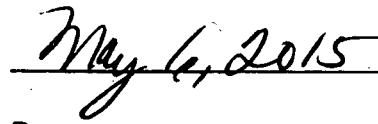
The Order requesting this status report inquired whether any proposed settlement agreement has been submitted for court approval. The answer is an unequivocal no. No lawyer, party or anyone else has discussed, mentioned, suggested or inquired of me anything about settlement. Neither am I aware of any rumor or "courthouse talk" of any proposed settlement.

This case has been and continues to be very complicated, challenging, diverse, contested, interesting, and time consuming as any matter I have presided

over. There are scores of legal issues which have and must be decided with over fifty (50) lawyers having appeared, each having been an outstanding advocate for his client, which has made this case very confrontational. Notwithstanding all the "bumps in the road", I am confident my management of this case has now put it in a posture for the final resolution of all issues which will now allow the complete administration of Mr. Brown's Estate.



Judge Doyet A. Early, III



Date

STATE OF SOUTH CAROLINA  
In the Court of Appeals

APPEAL FROM RICHLAND COUNTY

Court of Common Pleas

The Honorable Doyet A. Early, III Circuit Court Judge  
The Honorable L. Casey Manning, Circuit Court Judge

RECEIVED

MAY 31 2019

SC Court of Appeals

Appellate Case No. 2018-002229

RUSSELL L. BAUKNIGHT, as Trustee of The James Brown 2000 Irrevocable Trust and the James Brown Legacy Trust, as Personal Representative of the Estate of James Brown, and on behalf of Alan Wilson, in his capacity as Attorney General of the State of South Carolina; Tommie Rae Brown, individually and on behalf of her minor child, James B. II; Daryl J. Brown, individually and on behalf of his minor child, Janise B.; Lindsey Delores Brown; Deanna J. Brown Thomas; Jason Brown-Lewis; Yamma N. Brown, individually and on behalf of her minor child Sydney L. and Carrington L.; Tonya Brown; Venisha Brown; Larry Brown; and Terry Brown

And

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

v.

Adele J. Pope, and Robert L. Buchanan, Jr., Defendants,

Of whom Adele J. Pope is Appellant.

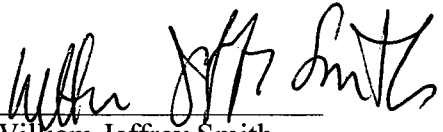
**CERTIFICATE OF SERVICE OF AFFIDAVIT OF ADELE L.  
POPE IN SUPPORT OF MOTIONS TO STRIKE AND FOR  
RELATED RELIEF AND IN OPPOSITION TO MOTION TO  
STRIKE OF RESPONDENTS AND THE ATTORNEY GENERAL**

I certify that on May 31, 2019 I have served AFFIDAVIT OF ADELE L. POPE IN SUPPORT OF MOTIONS TO STRIKE AND FOR RELATED RELIEF AND IN OPPOSITION TO MOTION TO STRIKE OF RESPONDENTS AND THE ATTORNEY GENERAL by hand delivery on counsel listed below:

|                                                                                                                                                                                                                                |                                                                                                                                      |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------|
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|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------|

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