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S.C. SUPREME COURT

**THE STATE OF SOUTH CAROLINA
In the Supreme Court**

**APPEAL FROM AIKEN COUNTY
Court of Common Pleas**

Doyet A. Early III, Circuit Court Judge

**Trial Court Case Nos. 2013-CP-02-02849 and 2013-CP-02-02850
Appellate Case No. 2015-002417 (Court of Appeals)
Appellate Case No. 2018-001990 (Supreme Court)**

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

Tommie Rae Brown.....Respondent,

v.

David C. Sojourner, Jr., in his capacity as Limited
Special Administrator and Limited Special Trustee,
Deanna Brown-Thomas, Yamma Brown, Venisha Brown,
Larry Brown, Terry Brown, and Daryl Brown Respondents below,

Of whom Deanna Brown-Thomas, Yamma Brown, and
Venisha Brown are the Appellants.

**TOMMIE RAE BROWN’S MEMORANDUM IN SUPPORT OF MOTION FOR LEAVE
TO SUPPLEMENT PURSUANT TO RULES 212 AND 240, SCACR**

Appellee Tommie Rae Brown (“Mrs. Brown”) moves to obtain the Court’s leave to file this supplemental memorandum and affidavit to clarify and provide a more complete answer to the Court’s question about charitable scholarships at the beginning of the oral argument on October 16, 2019, which had not been briefed. See at 3:24 in the archived video (<http://media.sccourts.org/videos/2018-001990.mp4>).

The points set forth in the motion that accompanies this memorandum are more fully

explained and supported by the following clarification.

1. If Mrs. Brown is not the surviving spouse, the charitable trust will substantially lose the funding to provide scholarships within six years. This is because:

- a. The federal copyright termination rights are controlled solely by federal law.¹ These termination rights are estimated to be worth tens of millions of dollars.² By federal law, these termination rights do not pass to the charitable trust but instead pass to the intestate heirs—half to the surviving spouse and the rest to the children, regardless of a decedent’s intent. The termination rights allow the heirs to obtain ownership of the copyrights previously assigned to publishers/assignees. Virtually all of James Brown’s most popular and valuable songs will be terminable within the next six years.³

- b. However, Mrs. Brown has settled with the Estate (and charitable trust) and has agreed to contribute 65 percent of her share of these extremely valuable termination rights to the charitable trust.⁴

¹ See 17 U.S.C. §§ 203, 304.

² See settlement agreement between Mrs. Brown and the Estate, footnote 4, *infra*; see also the affidavit of Peter Afterman attached as Exhibit B.

³ See affidavit of Peter Afterman attached as Exhibit B. The federal copyright termination rights may be exercised directly by the intestate heirs within specified time periods. *See* 17 U.S.C. §§ 203, 304. After termination rights are exercised, not only may the heirs re-assign the copyrights, which rights are estimated to be worth tens of millions of dollars in this case, but the federal law directs the royalty income from the terminated copyrights to be transferred outside of probate to the intestate heirs, or their re-assignees. When termination rights are exercised, the royalty income stream to the Estate and charitable trust will be concurrently reduced. The rights to income from most of James Brown’s valuable songs can be terminated within six years, which will redirect most of the annual royalty income from the Estate and the charitable trust to the intestate heirs over the next six years.

⁴ See Respondent’s Brief at 3-6. After the Record on Appeal was filed, the Estate and charitable trust settled with Mrs. Brown. That settlement agreement was filed with the court of appeals in this matter. See Limited Special Administrator’s Notice of Withdrawal from Appeal filed August 4, 2017 (attached as Exhibit A), including the settlement agreement between the Estate and Mrs. Brown dated March 8, 2017. The Court may take judicial notice of this settlement agreement and its terms because it has been publicly filed in this appeal with the court

c. If Mrs. Brown is the surviving spouse, federal law entitles her to 50 percent, and control, of these termination rights. Thus, if Mrs. Brown is the surviving spouse, the charitable trust, solely because of her contribution through that settlement, will receive 32.5 percent of the termination rights worth tens of millions of dollars.

d. If Mrs. Brown is not determined to be the surviving spouse, she will receive nothing, and the charitable trust will receive nothing. If she is not determined to be the surviving spouse, Appellants and their siblings (“the children”) will take all of the termination rights. The children, including Appellants, have refused to contribute any of their termination rights to the charitable trust. If Mrs. Brown is not the surviving spouse, the charitable trust will receive none of the valuable termination rights, and will have thus been deprived of any money from the termination rights, available to the charitable trust only because of Mrs. Brown’s contribution in the settlement and not otherwise under state or federal law.

e. If Mrs. Brown is not the surviving spouse, the charitable trust suffers substantially in another way. The children will have control over all of the termination rights. As the children exercise these rights, and the proceeds and income redirect to them, the annual royalty income stream to the charitable trust will be concomitantly reduced. The charitable trust’s annual royalty income stream is the primary mechanism for funding scholarships. Most of the valuable songs can be terminated over the next six years. Thus, if Mrs. Brown is not the surviving spouse, the charitable trust’s annual royalty income stream—and hence the ability to provide scholarships—will substantially disappear within six years.

f. The charitable trust is funded through the Estate. The case before this Court has nothing to do with determining ownership of probate assets (any assets controlled by

of appeals and shows the significance of the federal termination rights to the charitable trust. See Rule 201, SCRE. See also the affidavit of Peter Afterman, attached as Exhibit B.

the Estate), which are not affected by this Court's decision in this case. The sole property affected by this case is the federal termination rights, which do not belong in any way to the charitable trust unless Mrs. Brown is affirmed as the surviving spouse and then only because of her contribution of the substantial part of her share of those termination rights to the charitable trust. The ownership of the Estate's probate assets (which ultimately would pass to the charitable trust) are not affected by this appeal because, in her settlement with the Estate and charitable trust, Mrs. Brown agreed to dismiss her will and trust contests and, after the confirmation of her spousal status, her elective share and omitted spouse's claim. The children's settlement of their separate will and trust contest with the Estate was only recently approved by the Court of Appeals. See *In re Estate of James Brown*, ___ S.C. ___, 828 S.E.2d 789 (Ct. App. 2019). Thus, no will and trust contests or spousal claims will affect the state probate assets.

g. Mrs. Brown has settled with the Estate and charitable trust and, in accordance with that settlement, has already dismissed her will and trust contests and will dismiss her elective share and omitted spouse's share claims once her status as surviving spouse is affirmed; thus, the validity of her alleged prenuptial agreement is moot. If it were not moot, however, the prenuptial agreement would not be valid for two reasons: (1) For a waiver of an elective share, South Carolina Probate Code section 62-2-204 requires a written fair disclosure by the non-waiving party of his assets; it is undisputed in this case that no such disclosure exists; and (2) Mrs. Brown did not have an attorney, which is a critical factor in determining the validity of a premarital agreement. See *Hardee v. Hardee*, 355 S.C. 382, 585 S.E.2d 501 (2003).

2. The existence of a charitable trust was challenged by Appellants along with two of the other six children named in Mr. Brown's 2000 will. Their will and trust contests were not concluded until this year, which has prevented the payment of any scholarships to date. See *In re*

Estate of James Brown, ___ S.C. ___, 828 S.E.2d 789 (Ct. App. 2019). Since *Wilson v. Dallas*, the children have not agreed to contribute any of their termination rights to the charitable trust.⁵ To the extent the charitable trust had any available funds to provide scholarships, that ability has been deferred until all will and trust contests have been concluded. Until then, there remained the possibility that there was no charitable trust, so no scholarships could have been paid.⁶

CONCLUSION

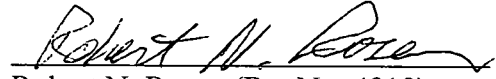
In conclusion, the only way the charitable trust can benefit from these termination rights is for an intestate heir to contribute the intestate heir's proceeds from the termination rights to the charitable trust. Mrs. Brown has agreed to contribute most of her termination rights proceeds to the charitable trust. The children have not contributed any of their termination rights proceeds. If the children prevail in their attempt to annul the marriage of Mr. and Mrs. Brown, this 32.5 percent of potentially millions of dollars of federal termination rights will not be available to the charitable trust because these funds would come only through Mrs. Brown's settlement contribution to the charitable trust. Moreover, if Mrs. Brown is not the surviving spouse, then the termination rights income will shift from the Estate and charitable trust to the children, and the charitable trust will substantially lose the ability to fund scholarships within six years, because the primary source of funding the charitable trust will be substantially depleted.

⁵ The settlement overturned in *Wilson v. Dallas*, 403 S.C. 411, 743 S.E.2d 746 (S.C. 2013), would have ended all will and trust contests as of 2009. It is the children who have primarily caused the delay in the commencement of any charitable trust scholarship distributions, to the extent funds may have been available since 2013.

⁶ Mrs. Brown brought her own separate will and trust contests in 2007, along with her statutory spousal claims under the elective share and the omitted spouse's share, which is the platform in which this summary judgment about her status as surviving spouse appears before this Court. Judge Early held that Mrs. Brown was the surviving spouse in January 2015. It is the children who have been appealing that decision since then, even after Mrs. Brown settled with the Estate and charitable trust, which has again delayed the determination of the very existence and validity of the charitable trust.

This is why the Estate and charitable trust support Mrs. Brown in this appeal.

Respectfully Submitted,



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TOMMIE RAE BROWN

EXHIBIT A

THE STATE OF SOUTH CAROLINA
In The Court of Appeals

APPEAL FROM AIKEN COUNTY
Court of Common Pleas

Doyet A. Early III, Circuit Court Judge

Case Nos. 2013-CP-02-02849, 2013-CP-02-02850

Appellate Case No. 2015-002417

Tommie Rae Brown.....Respondent,

v.

David C. Sojourner, Jr., in his capacity as Limited Special Administrator of the Estate of James Brown, a/k/a James Joseph Brown and Limited Special Trustee of the James Brown Irrevocable Trust, u/a/d August 1, 2000, Deana Brown Thomas, Yamma Brown, Venisha Brown, Larry Brown, Terry Brown, and Daryl Brown,

of whom David C. Sojourner, Jr., in his capacity as Limited Special Administrator of the Estate of James Brown, a/k/a James Joseph Brown and Limited Special Trustee of the James Brown Irrevocable Trust, u/a/d August 1, 2000, is theAppellant.

NOTICE OF SETTLEMENT BETWEEN APPELLANT
DAVID C. SOJOURNER, JR.
AND RESPONDENT TOMMIE RAE BROWN AND
WITHDRAWAL OF APPEAL OF DAVID C. SOJOURNER JR.

TO: THE HONORABLE CHIEF JUDGE AND THE ASSOCIATE JUDGES OF THE
SOUTH CAROLINA COURT OF APPEALS:

Appellant David C. Sojourner, Jr., in his capacity as Limited Special Administrator of the Estate of James Brown, a/k/a James Joseph Brown and Limited Special Trustee of the James Brown Irrevocable Trust, u/a/d August 1, 2000 ("LSA"), and Tommie Rae Brown ("Respondent") jointly provide notice of a settlement between

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the LSA and Respondent, and, pursuant to the terms of the Settlement Agreement attached as **Exhibit 1** (“Settlement Agreement”), the LSA hereby withdraws the LSA’s appeal, filed November 20, 2015 (the “LSA Appeal”).

On January 13, 2015, the Honorable Doyet A. Early, III (the “Lower Court”) filed an order granting Respondent Tommie Rae Brown’s (“Respondent”) Motion for Summary Judgment and denying the LSA’s cross Motion for Summary Judgment. Following the Lower Court’s denial of the LSA’s Motion to Alter, Amend, or Reconsider (collectively, the “Spousal Orders”), the LSA timely appealed on November 20, 2015.

Deanna Brown-Thomas, Yamma Brown, and Venisha Brown filed a Notice of Appeal on November 20, 2015; Terry Brown filed a Notice of Appeal on November 24, 2013; Michael Deon Brown filed a Notice of Appeal on November 24, 2015; and Daryl Brown filed a Notice of Appeal on November 24, 2015. These four appeals, along with the LSA’s appeal, are all part of this appellate proceeding, Case No. 2015-002417.

On March 8, 2017, Respondent, the LSA, and Russell L. Bauknight, as Personal Representative of the Estate of James Brown and Trustee of the James Brown Irrevocable Trust, w/a/d August 1, 2000, entered into the Settlement Agreement (“Settlement Agreement”), attached as **Exhibit 1**. The Settlement Agreement required the settling parties to take certain actions at the Lower Court and this honorable Court.

On March 8, 2017, the LSA and Respondent filed a Joint Motion to Stay Appeal Pending Consummation of Settlement, attached as **Exhibit 2**, and consistent with the obligations in the Settlement Agreement, simultaneously filed a Joint Motion to Dismiss in Lower Court Case No. 2008-CP-02-01647, providing notice of the settlement to all parties of record and seeking dismissal with prejudice Respondent’s claims to set aside

the James Brown 2000 Will and/or Trust, such claims pending in Case No. 2008-CP-02-01647.

The Lower Court heard the parties' Joint Motion to Dismiss on April 26, 2017 and filed an order granting the Joint Motion to Dismiss on May 11, 2017 ("Order of Dismissal"). Since that time, no party has filed for reconsideration or appeal of the Order of Dismissal. Because the time deadlines for reconsideration and appeal have both passed, the Order of Dismissal is now final.

Pursuant to the terms of the parties' Settlement Agreement, the LSA and Respondent jointly notify this Court of their settlement and the LSA hereby withdraws the LSA's appeal and participation as a party in this appellate action. The remaining parties are adequately represented and capable of asserting their appeals in the LSA's absence. The remaining appellants are all beneficiaries of the James Brown 2000 Will and/or Trust, are represented by counsel, have been involved in proceedings before the Lower Court for several years, some more than ten, and are capable of adequately representing their interests in this appeal. Accordingly, the settlement and the LSA's withdrawal of its appeal and participation in the appeal will not conclude this appeal with respect to remaining parties.

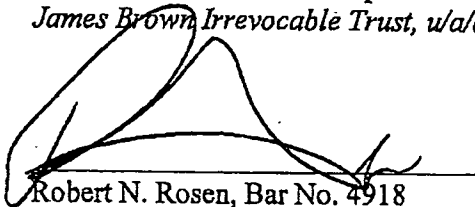
The LSA and Respondent therefore jointly notify this Court of their settlement and the LSA hereby withdraws the LSA's Appeal and ends the LSA's further participation as a party in this appellate action.

[Signature page to follow.]



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SETTLEMENT AGREEMENT

WHEREAS, Decedent James Brown ("Decedent") died on December 25, 2006, a resident of Aiken County, South Carolina;

WHEREAS, a Last Will and Testament dated August 1, 2000 ("2000 Will") was submitted for informal probate in the Aiken County Probate Court on January 18, 2007 and assigned Probate Case No. 2007-ES-02-0056;

WHEREAS, December 19, 2007 Tommie Rae Brown ("TRB") filed petitions to set aside the probate of 2000 Will and to set aside an Irrevocable Trust dated August 1, 2000 ("2000 Trust") based upon allegations of undue influence and fraud (the "Undue Influence Claim");

WHEREAS, after removal from the Probate Court to the Court of Common Pleas, the Undue Influence Claims, probate of the 2000 Will, and other matters were consolidated under the present Case No. 2008-CP-02-1647 and have been litigated under that case number through the present;

WHEREAS, on January 31, 2007, TRB filed a petition asserting she is Decedent's surviving spouse and claiming an omitted spouse's share of the Estate under S.C. Code Ann., Section 62-2-301 ("Omitted Spouse Claim") and a surviving spouse's elective share of the Estate under S.C. Code Ann., Section 62-2-201, et seq. ("Elective Share Claim") (collectively, TRB's "Spousal Claims");

WHEREAS, through orders dated October 1, 2013 and October 10, 2013 (the "Appointment Orders"), the South Carolina Court of Common Pleas and the South Carolina Probate Court appointed Dave C. Sojourner, Jr. as Limited Special Administrator for the Estate of James Brown and as Limited Special Trustee of the James Brown 2000 Irrevocable Trust (the "LSA"), with sole, specific, and exclusive authority to defend the Estate and Trust against, among other claims, TRB's Undue Influence Claims and Spousal Claims;

WHEREAS, on December 16, 2013, the Court severed the Spousal Claims from the Undue Influence Claims, assigning to them Case Nos. 2013-CP-02-02849 and 2013-CP-02-02850;

WHEREAS, on January 13, 2015 and October 26, 2015 the Court issued orders granting partial summary judgment to TRB and finding her to be Decedent's surviving spouse (the "Spousal Orders");

WHEREAS, on November 20, 2015 the LSA appealed the Spousal Orders. The LSA's appeal of the Spousal Orders is currently pending in the South Carolina Court of Appeals and assigned Appellate Case No. 2015-002417 (the "Surviving Spouse Appeal");

WHEREAS, on November 20, 2015 Deanna Brown-Thomas, Yamma Brown, and Venisha Brown, on November 23, 2015, Michael Deon Brown, and on November 24, 2015, Terry Brown



and Daryl Brown (collectively, the "Brown Children") also appealed the Spousal Orders, their appeals being a part of the Surviving Spouse Appeal;

WHEREAS, TRB, the LSA, and Russell L. Bauknight, as Personal Representative of the Estate (the "PR") (together, the "Settling Parties"), have agreed to settle TRB's Undue Influence Claims and Spousal Claims through the terms of this agreement (the "Settlement Agreement");

NOW THEREFORE, the Settling Parties hereby settle TRB's Undue Influence Claims and Spousal Claims as follows:

1. As more fully set forth below, TRB will withdraw her Undue Influence Claims, Case No. 2008-CP-02-1647, ending those claims with respect to the 2000 Will and 2000 Trust with prejudice. TRB's withdrawal will fully and finally terminate her challenge to the validity of the 2000 Will and 2000 Trust and, with that withdrawal, she forever relinquishes her alleged right to challenge the validity of the 2000 Will and 2000 Trust. The parties hereto recognize that the Brown Children, other than Terry Brown, have settled their separate contests of the 2000 Will and 2000 Trust, although the settlement is being appealed by Terry Brown, Appellate Case No. 2016-001373.

2. As additional consideration for the PR to join in this Settlement Agreement, the PR and TRB acknowledge the following:

Termination rights. In the event TRB is determined to be Decedent's "surviving spouse," which will entitle her to 50% of the valuable federal copyright termination rights, TRB will contribute 65% of the proceeds from her federal copyright termination rights to the charitable trust created by the 2000 Trust ("Charitable Trust"). Without contribution by TRB, these federal termination rights proceeds would never belong to the Charitable Trust because, under applicable federal law, these termination rights belong solely to Decedent's surviving spouse and children (or their issue). The Brown Children, other than Terry Brown, have settled their separate contests of the 2000 Will and 2000 Trust, although the settlement is being appealed by Terry Brown, despite his claim that he wants the 2000 Will and Trust to be upheld.¹ Consequently, the real dispute over TRB's status as Decedent's surviving spouse is over the federal termination rights rather than an interest in Decedent's Estate or Trust. The only way the Charitable Trust will receive any proceeds from the federal termination rights is through TRB's contribution thereof and TRB will receive the proceeds she will contribute only if she is Decedent's surviving spouse. The value of the federal termination rights could be worth tens of millions of dollars, a substantial portion of which will inure to the benefit of the Charitable Trust assuming TRB is the surviving spouse.

The Appointment Orders do not place a duty on the LSA with regard to federal copyright termination rights, which are outside of the probate estate and, therefore, not directly subject to TRB's Undue Influence Claims and Spousal Claims. Accordingly, the LSA has not confirmed or expended estate funds to study the information set forth in this paragraph.

¹ Terry Brown is not contesting the 2000 will or 2000 Trust, although he is appealing the settlement with the remaining Brown children that would dismiss their contests of the 2000 Will and Trust. If that settlement is affirmed, then this settlement with TRB will effectively end all litigation over the validity of the 2000 Will and Trust and ensure the existence of a charitable trust.

3. As more fully set forth below, the LSA will withdraw his appeal of the Spousal Orders and end all participation as an appellant to the Surviving Spouse Appeal.

4. TRB will take the following actions with respect to her Spousal Claims:

(a) Within ten (10) days of a final appellate court decision in the Surviving Spouse Appeal establishing that TRB is or is not Decedent's surviving spouse, TRB will withdraw and/or dismiss with prejudice her Spousal Claims and release the LSA from any and all claims she may have, as surviving spouse or otherwise.

(b) if in the Surviving Spouse Appeal, a final appellate court decision *fails to establish* TRB is or is not the Decedent's surviving spouse but, instead, remands the case to the lower court for further proceedings to determine whether TRB is the Decedent's surviving spouse, then, on remand, TRB and the LSA will join in a motion to bifurcate the issues so that the lower court first tries and/or rules upon the sole question whether TRB is the Decedent's surviving spouse. If a final lower court order, or, if appealed, a final appellate court decision, establishes TRB is the Decedent's surviving spouse, then before the lower court addresses and/or rules upon the remainder of TRB's Spousal Claims, TRB will immediately withdraw and/or dismiss with prejudice her Spousal Claims and release the LSA from any and all claims she may have, as surviving spouse or otherwise. An underlying foundation of this Settlement Agreement is that TRB will relinquish her Spousal Claims and will not pursue her Spousal Claims, regardless of how procedural matters ultimately develop in the trial or appellate court.

5. Within ten (10) days of the Settling Parties' execution of this Settlement Agreement, the Settling Parties will jointly seek a status conference with the lower court, at which the Settling Parties will announce this settlement to the Court, place the executed Settlement Agreement into the record, and submit to the lower court a proposed consent order of dismissal, dismissing the Undue Influence Claims with prejudice.

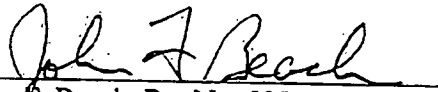
6. Within ten (10) days of a final order dismissing the Undue Influence Claims with prejudice (as described in the immediately preceding paragraph of this Settlement Agreement), the Settling Parties will jointly submit to the South Carolina Court of Appeals a Notice of Settlement and Withdrawal of LSA's Notice of Appeal, informing the Court the Settling Parties have reached a settlement, withdrawing the LSA's appeal of the Spousal Orders, and stating that the Brown Children, as the remaining appellants in the Spousal Appeal, are adequately represented and capable of asserting their appeal of the Spousal Orders in the LSA's absence as an appealing party. The Notice of Settlement and Withdrawal of Appeal will include this executed Settlement Agreement as an Exhibit.

7. Each signatory to this Settlement Agreement hereby warrants that he or she is fully authorized to execute this Settlement Agreement on behalf of his or her client, has explained this

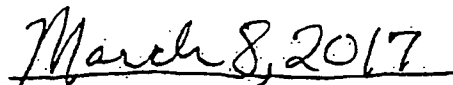
settlement to his or her client, and that his or her client fully understands and agrees, by the respective signature, to be bound by all terms set forth herein.

[Signature pages to follow]

By signing below, I hereby bind my client to this Settlement Agreement:



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By signing below, I hereby bind my client to this Settlement Agreement:



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Freddie L. Kingsmore, Jr.

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*Attorneys for Russell L. Bauknight, Personal Representative
of the Estate of James Brown and Trustee of the
James Brown Irrevocable Trust, w/a/d August 1, 2000*

By signing below, I hereby bind my client to this Settlement Agreement:



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David C. Sojourner, Jr., in his capacity as Limited Special Administrator of the Estate of James Brown, a/k/a James Joseph Brown and Limited Special Trustee of the James Brown Irrevocable Trust, u/a/d August 1, 2000, Deanna Brown Thomas, Yamma Brown, Venisha Brown, Larry Brown, Terry Brown, and Daryl Brown,

of whom David C. Sojourner, Jr., in his capacity as Limited Special Administrator of the Estate of James Brown, a/k/a James Joseph Brown and Limited Special Trustee of the James Brown Irrevocable Trust, u/a/d August 1, 2000, is the Appellant

APPELLANT DAVID C. SOJOURNER, JR.'S AND
RESPONDENT TOMMIE RAE BROWN'S
MOTION TO STAY APPEAL PENDING CONSUMMATION OF SETTLEMENT

David C. Sojourner, Jr., Esquire, in his capacity as Limited Special Administrator of the Estate of James Brown, a/k/a James Joseph Brown, and Limited Special Trustee of the James Brown Irrevocable Trust, u/a/d August 1, 2000 ("Appellant"), and Tommie Rae Brown ("Respondent"); hereby move for an order staying the above-captioned appeal pending establishment of Appellant's settlement with Respondent.

This appeal arises out of an order from the lower court, dated January 13, 2015,



concluding Respondent is Decedent's surviving spouse as a matter of law. The lower court's order granted Respondent's motion for partial summary judgment and denied Appellant LSA's and others' cross motions for summary judgment which requested the court conclude Respondent was not Decedent's surviving spouse. Appellant LSA and other appellants to this appeal timely filed notices of appeal with this Court. Since that time, the appeal has been pending before this Court and is not yet fully briefed.¹

On March 8, 2017, Appellant LSA, Respondent, and Russell L. Bauknight, as Personal Representative of the Estate of James Brown ("PR") entered into the Settlement Agreement attached as **Exhibit A** ("Settlement Agreement"). The Settlement Agreement requires the settling parties to take certain actions at the lower court and the appellate court. Consistent with those obligations, simultaneous with the filing of this Motion, the parties filed a joint motion in the lower court providing notice of the settlement and moving for dismissal of Respondent's petitions and amended petitions to set aside the probate of Decedent's 2000 Will and to set aside Decedent's Irrevocable Trust dated August 1, 2000 based upon claims of undue influence and fraud ("Respondent's Undue Influence Claims").

Upon issuance of the lower court's final order dismissing Respondent's Undue Influence Claims, the LSA and Respondent will notify the Court that the LSA withdraws his participation as an appellant in this matter and state that the remaining parties are adequately represented and capable of asserting their appeal in the LSA's absence as an appealing party. Accordingly, the settlement will not conclude this appeal with respect to

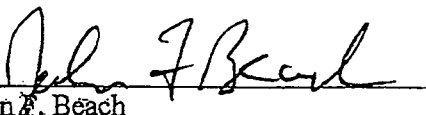
¹ On February 9, 2017, the Court granted a consent order resolving Appellant LSA's Motion to Exclude Irrelevant Documents from the Record on Appeal and a Motion to Strike Irrelevant and Prejudicial Statements from the Initial Brief. The Consent Order permitted Respondent to file a revised initial brief on or before March 10, 2017.

remaining parties.

CONCLUSION

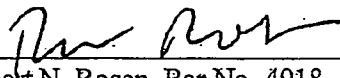
For the reasons stated, LSA and Respondent respectfully request the Court stay the above-captioned appeal until the lower court issues a final order on their joint motion to dismiss Respondent's Undue Influence Claims. The parties intend to advise this Court as soon as a final order is issued with respect to the pending joint motion before the lower court.

Respectfully submitted,


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March 8, 2017.


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THE STATE OF SOUTH CAROLINA
In the Court of Appeals

APPEAL FROM AIKEN COUNTY
Court of Common Pleas

Doyet A. Early III, Circuit Court Judge

Appellate Case No. 2015-002417

Tommie Rae Brown,.....Respondent,

v.

David C. Sojourner, Jr., in his capacity as Limited Special Administrator and Limited Special Trustee, Deanna Brown-Thomas, Yamma Brown, Venisha Brown, Larry Brown, Terry Brown, and Daryl Brown, Respondents below,

of whom David C. Sojourner, Jr., in his capacity as Limited Special Administrator and Limited Special Trustee, Deanna Brown-Thomas, Yamma Brown, Venisha Brown, Terry Brown, Michael Deon Brown and Daryl Brown are the Appellants.

PROOF OF SERVICE

The undersigned hereby certifies that he has served the Notice of Settlement Between Appellant David C. Sojourner, Jr. and Respondent Tommie Rae Brown and Withdrawal of Appeal of David C. Sojourner, Jr. and this Proof of Service by depositing a copy of same in the United States Mail, postage prepaid on August 4, 2017 and addressed as follows:

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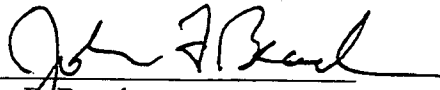
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Trustee of the James Brown Irrevocable
Trust, w/a/d August 1, 2000*

August 4, 2017

RECEIVED

AUG 04 2017

SC Court of Appeals

EXHIBIT B

THE STATE OF SOUTH CAROLINA

In the Supreme Court

APPEAL FROM AIKEN COUNTY

Court of Common Pleas

Doyet A. Early III, Circuit Court Judge

Trial Court Case Nos. 2013-CP-02-02849 and 2013-CP-02-02850

Appellate Case No. 2015-002417 (Court of Appeals)

Appellate Case No. 2018-001990 (Supreme Court)

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

Tommie Rae Brown Respondent,

v.

David C. Sojourner, Jr., in his capacity as Limited

Special Administrator and Limited Special Trustee;

Deanna Brown-Thomas, Yamma Brown, Venisha Brown,

Larry Brown, Terry Brown, and Daryl Brown Respondents below,

Of whom Deanna Brown-Thomas, Yamma Brown, and

Venisha Brown are the Appellants.

Affidavit of Peter Afterman

PERSONALLY APPEARED BEFORE ME, PETER ATERMAN, who being duly sworn, deposes and says:

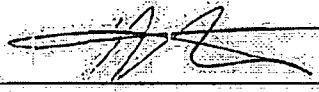
1. My name is Peter Aterman. I am a resident of Los Angeles, California. I have been the music manager for the James Brown Estate since 2009. I am a multi Grammy and Peabody Award winning music manager. I am an expert in music copyright law. I have worked in the music business for over 40 years.
2. If Tommie Rae Brown is not James Brown's surviving spouse, the Charitable Trust will substantially lose its funding within the next six years because the ownership of James Brown's songs will revert to the heirs per U.S. Copyright Law. Copyright law provides that 50% of termination rights, and control, passes to the surviving spouse, and the rest passes to the children (or children of a deceased child). If Mrs. Brown is not the surviving spouse, all of the termination rights will pass to the children.
3. The primary asset of the Estate and Charitable Trust is the income stream the Charitable Trust currently receives from the exploitation of James Brown's songs, whose copyrights he assigned to music publishers, as is typical in the industry. Other than these copyright royalties, the Estate does not own significant other assets. As I understand it, it is this copyright income stream that would serve as the primary source for the funding of any scholarships.
4. Federal law allows, after a certain time, for the owners of copyright termination rights (the intestate heirs) to claw back the copyright assignments *from* publishers. The song termination rights are not part of the Estate or Trust, nor can they be, according to federal law. Federal law requires that these termination rights are owned by the writer's intestate heirs, regardless of the writer's intent.
5. The only way the Charitable Trust can benefit from these termination rights is for an intestate heir to contribute the proceeds from her termination rights to the Charitable Trust. Mrs. Brown has agreed (in accordance with the Settlement Agreement attached to the Limited Special Administrator's Notice of Withdrawal in the Court of Appeals) to contribute 65% of her proceeds from the song terminations to the Charitable Trust. Because Mrs. Brown as the surviving spouse would be entitled to a 50%, and controlling share, of the termination rights, the Charitable Trust will receive 32.5% of the total song termination proceeds, but only if she is the surviving spouse. If Tommie Rae Brown is not the surviving spouse, 100% of the song termination proceeds will go to the children. While Mrs. Brown has agreed to contribute 65% of her share of the termination rights proceeds to the Charitable Trust, the children have not agreed to contribute anything. If Mrs. Brown is not the surviving spouse, the Charitable Trust will receive nothing.
6. I agree with the projection in the Settlement Agreement that the termination rights for James Brown are worth tens of millions of dollars. The proceeds from these terminated copyrights will arise when the heirs sell (re-assign) these rights to a publisher, with the

primary valuable sales opportunities arising over the next six years. If Mrs. Brown is not the surviving spouse, the Charitable Trust will lose out on receiving 32.5 percent of the expected tens of millions of dollars.

7. With that basic background about termination rights, here is why the Charitable Trust will substantially lose its funding over the next six years if Mrs. Brown is not the surviving spouse:
 - a. As noted above, the Charitable Trust will never receive any proceeds from the valuable termination rights.
 - b. Also, as the copyrights are terminated, the royalty income stream to the Charitable Trust will substantially terminate as well.
 - c. Thus, if Mrs. Brown is not the surviving spouse, the Charitable Trust will suffer a two-fold financial blow: the Charitable Trust will not receive a penny of termination proceeds and the Charitable Trust income stream will lose a substantial portion of its income as the termination rights are exercised.

8. I am over the age of twenty-one (21) years and am competent to testify to the matters stated herein. I have read the foregoing paragraphs, and all matters stated therein are correct and true and based on my personal knowledge and belief, except as to those matters stated on information and belief and as to those matters I believe them to be true.

FURTHER AFFIANT SAYETH NOT:



10/27/19

Peter Afterman

Sworn to before me this
27 day of October, 2019



(L.S.)

Notary Public for California

My commission expires: Dec 18, 2021

max sajah (notary public)

#The certificate Attached#

CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California }

County of Los Angeles }

On 10/27/2019 before me, Max Sayah (Notary Public)
(Here insert name and title of the officer)

personally appeared Peter A. Herman

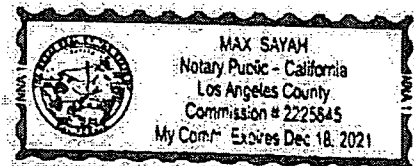
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Ali Sayah
Notary Public Signature

(Notary Public Seal)



ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT
Affidavite of Peter
(Title or description of attached document)
A. Herman
(Title or description of attached document continued)
Number of Pages 5 Document Date 10/27/19

CAPACITY CLAIMED BY THE SIGNER

- Individual (s)
- Corporate Officer
- _____
(Title)
- Partner(s)
- Attorney-in-Fact
- Trustee(s)
- Other _____

INSTRUCTIONS FOR COMPLETING THIS FORM

This form complies with current California statutes regarding notary words. If needed, should be completed and attached to the document. Acknowledgments from other states may be completed for documents being sent to that state so as the wording does not require the California notary to violate California law.

- State and County information must be the State and County where the do signer(s) personally appeared before the notary public for acknowledgment
- Date of notarization must be the date that the signer(s) personally appeared must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the notarization.
- Indicate the correct singular or plural forms by crossing off incorrect form he/she/they- is /are) or circling the correct forms. Failure to correctly indicate information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-sufficient area permits, otherwise complete a different acknowledgment for
- Signature of the notary public must match the signature on file with the county clerk.
 - Additional information is not required but could help to ensure acknowledgment is not misused or attached to a different document
 - Indicate title or type of attached document, number of pages and date
 - Indicate the capacity claimed by the signer. If the claimed capacity corporate officer, indicate the title (i.e. CEO, CFO, Secretary)

THE STATE OF SOUTH CAROLINA
In The Supreme Court

RECEIVED
OCT 28 2019
S.C. SUPREME COURT

APPEAL FROM AIKEN COUNTY
Court of Common Pleas

Doyet A. Early, III, Circuit Court Judge

Trial Court Case Nos. 2013-CP-02-02849 and 2013-CP-02-02850
Appellate Case No. 2015-002417 (Court of Appeals)
Appellate Case No. 2018-001990 (Supreme Court)

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

Tommie Rae Brown.....Respondent,

v.

David C. Sojourner, Jr., in his capacity as Limited Special Administrator of the Estate of James Brown, a/k/a James Joseph Brown and Limited Special Trustee of the James Brown Irrevocable Trust, u/a/d August 1, 2000, Deana Brown Thomas, Yamma Brown, Venisha Brown, Larry Brown, Terry Brown, and Daryl Brown,

of whom Deana Brown Thomas, Yamma Brown and Venisha Brown
are the.....Appellant.

PROOF OF SERVICE

The undersigned hereby certifies that a copy of TOMMIE RAE BROWN'S MOTION FOR LEAVE TO SUPPLEMENT, together with her Memorandum in Support and Affidavit of Peter Afterman have been served on all counsel of record by depositing

a copy of same in the United States Mail, postage prepaid on October 28, 2019, and
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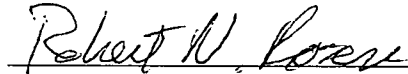
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October 28, 2019