

THE STATE OF SOUTH CAROLINA
In the Supreme Court

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NOV 14 2019

APPEAL FROM AIKEN COUNTY
Court of Common Pleas

S.C. SUPREME COURT

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 REPLY TO PETITIONER’S RETURN IN OPPOSITION TO
RESPONDENT’S MOTION FOR LEAVE TO SUPPLEMENT PURSUANT TO RULES
212 AND 240, SCACR**

I. Introduction

Petitioners continue to fail to admit and explain, in both state and federal court, that they are trying to take away as much from the charitable trust as they possibly can, while Respondent

(“Mrs. Brown”) is attempting to substantially benefit and maintain the charitable trust.¹ See Petitioners’ Return to Respondent’s Motion for Leave to Supplement Pursuant to Rules 212 and 240, SCACR (“Return”).

It is critically important to more fully explain and clarify the concern expressed by the Court about the prospect of charitable scholarships from the charitable trust by explaining Petitioners’ intended deprivation of a substantial share of an estimated tens of millions of dollars of proceeds from federal termination rights that would, without their actions, pass to the charitable trust only because of Mrs. Brown’s contribution of those federal proceeds — which she would have only if she is the surviving spouse. *Petitioners in their Return do not deny or even address the fact that the charitable trust will lose a substantial share of tens of millions if Petitioners prevail.*

By pointing out the serious damage to the charitable trust wrought by Petitioners, Mrs. Brown is not trying to sway the Court to disregard the law, as Petitioners allege, but rather to answer an important question posed by the Court that was not otherwise fully explained in the Record on Appeal. As fully explained in her appellate brief, Mrs. Brown’s position is supported by the law: for Petitioners to prevail, this Court would have to, inter alia, (1) overturn all case precedent and disregard a statute concerning subject matter jurisdiction; *and* (2) overturn all case precedent and disregard a statute requiring that a bigamous marriage is never valid for any reason; *and* (3) overturn all case precedent regarding standing. Mrs. Brown is not attempting, as Petitioners allege, to have this Court circumvent the law; Mrs. Brown is confident that the law is on her side.

¹ It is important to recognize that the Estate and Trust are aligned with Mrs. Brown against Petitioners and that the Estate and Trust support Mrs. Brown in this appeal because the Estate and Trust understand the devastating impact on scholarships if Petitioners prevail.

While accusing Mrs. Brown of misleading, unsupported, and improper assertions, Petitioners make misleading, unsupported, and improper assertions in their Return. What is egregious is their continued evasion of a basic fact: Petitioners brought their own separate actions to overturn James Brown's will and charitable trust, and Petitioners' will and trust contests were finalized only a few months ago, when the court of appeals issued its opinion in *In re Estate of James Brown*² approving the settlement agreement between Petitioners (and some of their siblings) and the Estate and Trust. In Petitioners' separate settlement agreement with the Estate and Trust, Petitioners did *not* contribute any of the proceeds from their federal termination rights, in contrast to Mrs. Brown, who did so in her settlement agreement.

What is also egregious is Petitioners' continuing evasion of another fact: Petitioners (and other siblings) are suing the Estate, Trust, and Mrs. Brown in federal court to invalidate the settlement agreement in which the Estate and Trust would receive 65 percent of Mrs. Brown's share of the proceeds of the valuable federal termination rights.³ Thus, in both this Court and federal court, Petitioners are attempting to deprive the charitable trust, which is the source of any scholarships, of any proceeds from the valuable termination rights.

Moreover, despite the Estate and Trust's settlement with Mrs. Brown, Petitioners have continued to litigate that separate case for almost three years after the settlement. Thus, by opposing the Estate and Trust in state and federal court, Petitioners are not only attempting to deprive the charitable trust of any valuable federal termination rights proceeds, they are also causing the Estate to expend significant litigation costs and fees.

² 27 S.C. 138, 828 S.E.2d 789 (S.C. App. 2019).

³ See Deanna Brown-Thomas, et al. v. Tommie Rae Brown, et al. (Case No. 1:18-cv-02191-JMC) (ECF No. 1) (the "federal case"). The Court may take judicial notice of these pleadings. SCRE Rule 201.

Because Petitioners have not contributed any proceeds from the federal termination rights to the charitable trust and because they will receive all of the federal termination rights if they prevail in their attempt to annul Mrs. Brown's marriage to James Brown, Petitioners attempt not only to prevent the charitable trust from receiving any termination proceeds, but as Petitioners exercise and re-assign their termination rights, there will be a concomitant depletion of the copyright royalty income stream, greatly diminishing within six years the charitable trust's ability to fund scholarships.⁴

II. It Is Petitioners, Not Mrs. Brown, Who Make Misrepresentations or Misleading Statements about Copyright Termination Rights and the Estate and Trust⁵

As explained in her Motion for Leave to Supplement and Memorandum in Support ("Motion and Memorandum"), Mrs. Brown accurately explains the devastating two-fold impact on the charitable trust's ability to provide scholarships because of federal copyright termination rights:

1. If Petitioners prevail, the charitable trust will be deprived of 32.5 percent of tens of millions of dollars. *Notably, Petitioners do not dispute or even address this.*

The federal termination rights pass by federal law to a writer's intestate heirs, regardless of the writer's intentions under a will or trust. The termination rights allow the heirs to terminate, or claw back, a copyright previously assigned to a publisher. Once terminated, the heirs can re-assign these terminated rights to the original publisher or another. This is a valuable opportunity

⁴ Petitioners' Return takes issue with this statement, but as will be discussed more fully below, their assertions are either misleading or mistaken, or both.

⁵ In her Motion for Leave to Supplement and Memorandum in Support, Mrs. Brown does not attempt to provide an exegesis of copyright law. However, her explanation of copyright termination rights is correct and accurate.

that, for James Brown's copyrights, is estimated to be worth tens of millions of dollars.

The charitable trust is of course not an intestate heir and has no termination rights. The *only* way the charitable trust can benefit from these termination rights is because Mrs. Brown assigned 65 percent of her proceeds from these rights to the charitable trust as part of her settlement with the Estate and Trust. If Mrs. Brown is not the surviving spouse, she gets no termination rights, and thus the charitable trust gets nothing. Consequently, the Estate and Trust are aligned with and support Mrs. Brown in this appeal.

In their Return, Petitioners artfully cite federal law for the proposition that termination rights cannot be assigned in advance.⁶ However, Petitioners cannot cite any federal law which prohibits an advance assignment of *proceeds* from termination rights, which is what Mrs. Brown contributed to the charitable trust — not the rights themselves, but the proceeds therefrom, which is permissible. Petitioners themselves have twice assigned the proceeds from their federal termination rights, once in the 2009 settlement overturned by this Court in *Wilson v. Dallas*,⁷ and once,⁸ on information and belief, to secure their pro hoc vice counsel's contingent fee.

Importantly, Petitioners' Return cites to the parallel federal lawsuit they (with other siblings) are pursuing against the Estate, Trust, and Mrs. Brown, in an attempt to invalidate the settlement agreement in which Mrs. Brown contributes 65 percent of her proceeds from the termination rights to the charitable trust.

Thus, both in this Court and in the federal court, Petitioners are attempting to deprive the charitable trust of the opportunity to receive 65 percent of Mrs. Brown's 50 percent share of the

⁶ See Petitioners' Return, at footnote 2.

⁷ 403 S.C. 411, 743 S.E.2d 746 (S.C. 2013).

⁸ See federal case (ECF Nos. 114, 114-4).

termination rights proceeds (32.5% of the total termination rights proceeds worth tens of millions of dollars) that Mrs. Brown will receive, and thus can contribute to the charitable trust, only if she is the surviving spouse. Even if Mrs. Brown were to prevail in this Court, Petitioners are attempting in federal court to prevent her from assigning her proceeds to the charitable trust.

Petitioners do not dispute, nor even address, that if they prevail in this case, they will retain all of the termination rights and the charitable trust will be deprived of 32.5 percent of tens of millions of dollars.

2. If Petitioners prevail, not only will the charitable trust be deprived of 32.5 percent of tens of millions of dollars, but *in addition* the charitable trust will be substantially diminished and depleted within six years.⁹ Although Petitioners do not dispute that, if they prevail, the charitable trust will be deprived of 32.5 percent of tens of millions of dollars, Petitioners do dispute and address this second method of depriving and depleting the charitable trust, but in misleading and/or inaccurate ways, as discussed below.

If Petitioners prevail and thereby own all of the termination rights, they will terminate and re-assign those copyrights without contribution to the charitable trust, as discussed above. But as the copyrights are terminated, the copyright royalty income stream will be concomitantly diminished. Most of the income-producing songs have been assigned to Warner-Chappell Music, a goliath publishing company. The greatest number of these income-producing songs for the charitable trust will terminate over the next six years. When each copyright terminates, the income stream shifts from the charitable trust to the heirs, or their assignees.

On page 3 of their Return, Petitioners incorrectly argue that the “copyrights were never

⁹ See Peter Afterman affidavits: Exhibit A hereto and Exhibit B to the Motion and Memorandum (“Afterman Affidavits”).

part of James Brown's Estate or Charitable Trust" Whether a writer assigns an entire copyright or only part thereof to a publisher is a mere technicality. The practical effect of what happens is that, after a copyright interest is assigned by the writer to a publisher, the publisher receives a share ("publisher's share") of the royalty income stream and the writer receives the rest of the income stream ("writer's share"). The Estate and Trust "inherited" James Brown's writer's share (subject to eventual termination). As a copyright is terminated, so is the writer's share income stream to the Estate and Trust terminated.¹⁰

Petitioners make the unsupported allegation that the Estate maintains that the writer's share is not terminable. Petitioners know that the writer's (now Estate's) share is terminable because Petitioners have participated in and received substantial payment for the sale of writer's shares of five songs in January, 2019 to Warner-Chappell.¹¹ If they really believe that the writer's share cannot be terminated, then they knowingly accepted substantial payment for the sale of an interest that did not belong to them. Obviously, they know the writer's share can be terminated.

Petitioners make the misleading argument that James Brown wrote or co-wrote over 1,100 songs and imply that all of these songs, some of which will terminate after six years, produce income. Of course, that is an absurd proposition. Of the many songs that James Brown wrote, only a relative few are income-producing.¹² Again, most of the income-producing songs will

¹⁰ See Afterman Affidavits. Petitioners do address the writer's share issue on page 7 of their Return. They mistakenly state that the Estate and Trust continue to receive a royalty (writer's share) income stream from songs that have been terminated. Petitioners have participated in and received substantial payment for the sale of writer's shares of five songs in 2019 to Warner-Chappell. They cannot argue in good faith that the writer's share cannot be terminated, or else they knowingly accepted substantial payment for the sale of an interest that did not belong to them.

¹¹ See federal case (ECF No. 171).

¹² See Afterman Affidavit, Exhibit A hereto.

terminate over the next six years. This is established by the affidavits of Peter Afterman, who is the music manager for the Estate since 2009 and has comprehensive knowledge about these issues in the Estate.¹³

Petitioners distort Mrs. Brown's statement about the number of songs that will terminate over the next six years. Petitioners assert that Mrs. Brown stated that "all of James Brown's songs will be terminable within the next 6 years."¹⁴ They artfully delete (with ellipses) a critical word. What Mrs. Brown asserted was that "all of James Brown's *valuable* songs will be terminable within the next 6 years" (emphasis added). Moreover, Petitioners claim that this assertion was made without authority.¹⁵ However, Mrs. Brown cited the affidavit of Peter Afterman, who is the music manager of the Estate and Trust and who, therefore, has meticulous and comprehensive knowledge about any copyright issues, including income, of the Estate and Trust.¹⁶ As Mr. Afterman notes in his affidavit, he is unaware how anyone other than himself and anyone who works at the publisher or for the Estate would have knowledge about Estate copyright income matters. Thus, it is Petitioners who make assertions without authority or knowledge.

Petitioners also distort Mrs. Brown's statements in her Motion and Memorandum about the impact on the charitable trust's income stream as the heirs terminate the copyright assignments. Petitioners contend that Mrs. Brown asserted that Petitioners' termination rights will "prevent

¹³ Petitioners deny that Peter Afterman is an expert because he is not a lawyer. To the contrary, he is the music manager for the Estate and has won Grammy and Peabody awards. Other clients include the Rolling Stones and Joan Jett. Importantly, Peter Afterman, the music manager for the Estate since 2009, makes his averments based on his own personal and comprehensive knowledge of Estate business.

¹⁴ Return, at page 5.

¹⁵ *Id.*

¹⁶ See Afterman Affidavits.

Trust scholarships.”¹⁷ The Motion and Memorandum do not say that no scholarship will be awarded. Rather, Mrs. Brown asserts that the charitable trust will be “substantially diminished.” As stated in Peter Afterman’s affidavit accompanying the Motion and Memorandum, the “primary asset” of the charitable trust is the copyright royalty income stream. When that is removed, the ability to provide scholarships will be “substantially diminished” and “substantially disappear.”

III. Petitioners’ Argument About the Settlement Agreement Is Unsupported and Irrelevant

Granted, the settlement agreement between the Estate, Trust, and Mrs. Brown in this case was not formally in the Record on Appeal because it was entered into *after* the Record on Appeal was finalized. In her Motion and Memorandum, however, Mrs. Brown noted that the Court can take judicial notice¹⁸ of the settlement agreement, which was attached to a pleading filed with the Court of Appeals.¹⁹ Mrs. Brown cited the settlement agreement for authority about her contribution of her termination right proceeds to the charitable trust and for the estimated value of the termination rights.²⁰ That is the only part of the settlement agreement that impacts the Motion and Memorandum.

Petitioners ironically chide Mrs. Brown for her “sudden charitable intent.” Mrs. Brown contributed a substantial part of her termination rights proceeds to the charitable trust in the 2009 settlement. She settled again with the charitable trust as shown on the settlement document dated March 8, 2017. The irony, of course, is that Petitioners chide Mrs. Brown’s valuable charitable

¹⁷ Return, at page 7.

¹⁸ See Rule 201, SCRE.

¹⁹ Exhibit A of Limited Special Administrator’s Notice of Withdrawal from Appeal filed August 4, 2017. The settlement agreement was dated March 8, 2017.

²⁰ The Peter Afterman affidavit attached as Exhibit B to the Motion and Memorandum served as similar authority for the termination rights assertions.

contribution as “sudden,” when they are making *no* contribution whatsoever and are attempting in federal and state court to substantially deprive the charitable trust.²¹

What matters for clarifying and completing the answer to the Court’s question about the scholarships is the explanation of the process of Mrs. Brown obtaining those valuable termination rights and her assignment of two-thirds of them to the charitable trust.²²

IV. Mrs. Brown Has a Legal Basis for her Motion and Memorandum

Petitioners assert that there is no legal basis for Mrs. Brown’s Motion for Leave to Supplement. This argument is refuted by Rule 212, SCACR which specifically states that “after argument commences, a party desiring to supplement the Record on Appeal must move the appellate court for leave to do so.” *Id.* Rule 240, SCACR, allows and requires Mrs. Brown to request this relief by way of a written motion supported by affidavits. Mrs. Brown has followed these rules.

While ordinarily the Record on Appeal consists of matters presented to the lower court or tribunal, the Estate and Charitable Trust settled with Mrs. Brown during the pendency of the appeal. *See* Limited Special Administrator’s Notice of Withdrawal from Appeal filed August 4, 2017 (attached as Exhibit A to Respondent’s Memorandum in Support of Motion for Leave to Supplement). This is a matter of public record of which this Court can take judicial notice. More

²¹ Petitioners also inaccurately assert that the settlement agreement provides her “no discernible consideration.” The settlement agreement expressly provides a discernible consideration: the Estate and Trust agreed to discontinue their contest of her status as surviving spouse, thereby (importantly to her) recognizing their marriage, assuring that their son is legitimate, and assuring social security and health insurance benefits. It is important to note that she does intend to keep 35 percent of the termination rights proceeds for herself, which she cannot receive if she is not the surviving spouse. Thus, there are plenty of discernible reasons for her settlement, not the least of which is her intent to honor her late husband’s charitable intent, as she has demonstrated since 2009 with the first settlement agreement.

²² See Motion and Memorandum.

importantly, this Court asked a number of questions at oral argument which clearly indicate that the Court was concerned, inter alia, about the funding of scholarships as envisioned in Mr. Brown's will and trust, that funds were being spent on litigation instead of the charitable purposes Mr. Brown had in mind, whether the settlement was contingent on Mrs. Brown being the wife, and who would receive money from the estate.

Obviously, there are issues related to the funding of scholarships that are of grave concern to the Court and, if the purpose of the appellate process is to give necessary and relevant information to the Court, the Court should have the information it needs.

Williamsburg Rural Water and Sewer Co., Inc. v. Williamsburg Cnty. Water and Sewer Auth., 367 S.C. 566, 627 S.E.2d 690 (2006), cited by Petitioners is inapposite. In that case, the respondent attached an affidavit to a petition for rehearing filed after the first Court of Appeals decision. The respondent did not move to supplement the record or file the affidavit in response to questions from the judges of the Court of Appeals.

Here, Mrs. Brown has filed such a motion.

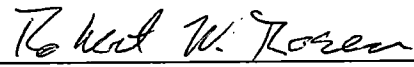
Likewise, *Jones v. Builders Inv. Group, LLC*, 415 S.C. 321, 781 S.E.2d 737 (Ct. App. 2015), stands for the proposition that an affidavit filed too late in the lower court (and therefore not considered by the Circuit Court) cannot be added to the appellate record. Again, this Court has, at oral arguments, clearly expressed its concern about the disposition of funds and a charitable trust as a consequence of its decision.

V. Conclusion

Mrs. Brown was justified in her attempt to complete and clarify the question about scholarships asked by the Court at oral argument — an obviously important question. As the Motion and Memorandum and this Reply demonstrate, the complete answer is not simple and

requires a rather lengthy and detailed explanation and clarification. However, the bottom line is simple: (1) if Mrs. Brown is not the surviving spouse, the charitable trust — the source for the scholarships — will not receive the 32.5 percent of the total termination rights proceeds²³ that it will if she is, because of her contribution of those proceeds to the charitable trust — *again*, *Petitioners do not deny nor even address this critical point*, and (2) the charitable trust will be substantially diminished in six years, critically depleting its ability to provide scholarships.

Respectfully Submitted,



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²³ The charitable trust will get nothing because it will receive those proceeds only because of Mrs. Brown's settlement agreement and only if she is the surviving spouse; Petitioners are not contributing to the charitable trust but are trying to deplete it.

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TOMMIE RAE BROWN

November 14, 2019

EXHIBIT A

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

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

Doyet A. Early III, Circuit Court Judge

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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 AFTERMAN, who being duly sworn, deposes and says:

- 1. My name is Peter Afterman. I am a resident of Los Angeles, California. I have been the music manager for the James Brown Estate ("Estate") since 2009. I am a multi Grammy and Peabody Award winning music manager. Other representative clients include the Rolling Stones and Joan Jett. I am an expert in music copyrights and music copyright law. I have worked in the music business for over 40 years.**
- 2. As the music manager for the Estate for approximately 10 years, I have detailed and comprehensive knowledge of Estate matters, including matters involving copyright issues and the income streams from copyrights as well as the impact of terminations on the Estate..**
- 3. As I previously stated in my prior affidavit, 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. As I also previously stated in my prior affidavit, if Tommie Rae Brown is not James Brown's surviving spouse, the Charitable Trust will be virtually destroyed within the next six years because the ownership of James Brown's songs will revert to the heirs as per the US Copyright Law. The children would own 100 percent of the copyright termination rights. As the copyrights are terminated, the royalty income stream to the Charitable Trust will terminate as well, depleting the Charitable Trust, which would also not receive 32.5 percent of the termination proceeds (worth tens of millions of dollars) contributed by Mrs. Brown.**
- 5. The substantial majority of the significant income-producing copyrights terminate by 2026. "Get Up (I Feel Like Being A) Sex Machine" is a major Warner-Chappell income producing song and is terminable in 2026. ("Get Up" and "Sex Machine" are the same song.) In addition to "Get Up (I Feel Like Being A) Sex Machine," the other major income producing Warner Chappell James Brown songs are "Papa's Got a Brand New Bag" terminable in 2021, "It's a Mans Mans Mans World" (the highest income producing song) terminable in 2022, "Cold Sweat" terminable in 2023, Say It Loud-I'm Black and I'm Proud" terminable in 2024, "Funky Drummer" (the most sampled song in the history of hip hop with over 800 samples) terminable in 2025, and "Superbad" terminable in 2026. These songs account for the substantial majority of the Warner Chappell song income on a yearly basis to the estate.**
- 6. "Make It Funky" is not a major income producing James Brown song and it was published in 1971, so it would be terminable in 2027. "Soul Power" is not a major income producing James Brown song and it was published in 1971, so it would be terminable in 2027.**

7. Master recordings, foreign revenues, and any derivative works constitute a small contribution to the income of the Charitable Trust, compared to the copyright income stream.
8. I am not aware of how anyone other than the publisher, the Estate and Charitable Trust, and those working with the publisher or the Estate and Charitable Trust, including myself, would have access to music-related income information of the Estate and Charitable Trust.
9. Whether a writer assigns an entire copyright or only part thereof to a publisher is a mere technicality. Simply put, the practical effect of what happens is that, after a copyright interest is assigned by the writer to a publisher, the publisher receives a share ("publisher's share") of the royalty income stream and the writer receives the rest of the income stream ("writer's share") except in the case where the writer is a co-writer, as was the case with many of James Brown's songs, in which the income stream is divided among the co-writers. As the copyrights are terminated, the income stream therefore diminishes accordingly.
10. I am over the age of twenty-one (21) and competent to testify to the matters stated herein. I have read the foregoing paragraphs, and all matters contained therein are correct and true and based on my own 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 AFFLIANT SAYETH NOT:


Peter Afterman

Sworn to before me this
13 day of November, 2019

Notary Public for California (L.S.)

My commission expires: _____

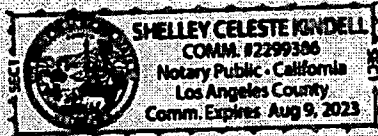
See attached

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

Subscribed and sworn to (or affirmed) before me on this 13
day of November, 2019, by Peter Afterman

proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.



(Seal)

Signature Shelley Celeste Kindell

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APPEAL FROM AIKEN COUNTY S.C. SUPREME COURT
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Doyet A. Early, III, Circuit Court Judge

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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 Reply to Petitioner's Return in Opposition to Respondent's Motion for Leave to Supplement Pursuant to Rules 212 and 240, SACCR, and the Affidavit of Peter Afterman have been

served on all counsel of record by depositing a copy of same in the United States Mail,
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November 13, 2019