

**STATE OF SOUTH CAROLINA
In the Court of Appeals**

**APPEAL FROM AIKEN COUNTY
Court of Common Pleas
The Honorable Doyet A. Early, III Circuit Court Judge**

Appellate Case No. 2019-000362

RECEIVED
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SC Court of Appeals

Adele J. Pope, Appellant,

v.

Estate of James Brown and The James Brown 2000 Irrevocable Trust, Respondents.

**RECORD ON APPEAL
VOLUME VI of VII
(Pages 2427 – 2910)**

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State of South Carolina) Court of Common Pleas
County of Aiken) Case No: 2013-CP-02-1337

Adele J. Pope,)
Plaintiff(s),) Deposition
vs.) of
Estate of James Brown and The) MARY FRANCES JOWERS
James Brown 2000 Irrevocable)
Trust,)
Defendant(s).)
_____)

Deposition of MARY FRANCES JOWERS, taken
before Frances C. Moyd, Verbatim Court Reporter and
Notary Public in and for the State of South
Carolina, scheduled for 10:00 a.m. and commencing
at the hour of 10:07 a.m., Tuesday, May 3, 2016, at
the office of the South Carolina Attorney General,
Rembert Dennis Building, 1000 Assembly Street,
Columbia, South Carolina.

Reported by:
Frances C. Moyd

1 are. Do you --

2 A. That seems reasonable.

3 Q. Yeah.

4 A. I don't know that I independently knew that, but
5 that sounds -- yeah.

6 Q. Because those are people who would take if the
7 Will was set aside --

8 A. Right, right.

9 Q. And I'll just prompt you along. Mr. Levenson had
10 forgotten to do that. And so we asked him to
11 declare who he thought were the heirs. And so the
12 plaintiffs gave notice of their position of who
13 were the heirs of James Brown. And they put the
14 six children named in the Will.

15 Now, on this day, by this day, were there
16 a lot of other people claiming to be heirs of
17 James Brown?

18 A. I think there were -- well, there was: Cinnamon
19 Parris, and LaRhonda Pettit, and Jeanette
20 Mitchell. And I see them in this caption. I
21 remember two names, Peaches and Cinnamon.

22 Q. Right.

23 A. And I know -- there's obviously, Cinnamon, and one
24 that I think, LaRhonda Pettit is Peaches, and I
25 don't know --

1 Q. Do you remember that a lot of people were seeking
2 DNA testing of James B and others?

3 A. Yes, I remember people seeking DNA testing.

4 Q. Right. And they were seeking it through this
5 system that had been developed by Mr. Peeples?

6 A. I don't think I ever realized that or knew that.
7 I knew people were seeking DNA testing.

8 Q. But certainly by March of 2008, this order
9 reflects that there was substantial disagreement
10 about who were the heirs of James Brown, right?

11 MR. NEWSOME: Object to form.

12 A. I don't know that that's true. I mean, in my
13 mind, I mean, I thought this was just something
14 you had to -- I mean, looking at it right now, I
15 thought this was just something you had to do when
16 you filed a challenge contest.

17 Q. Well, let's look at who the plaintiffs say were
18 the lawful heirs of James Brown.

19 A. Do you want me to list them?

20 Q. Yeah.

21 A. Daryl J. Brown, Venisha Brown, Larry Brown, Deanna
22 J. Brown Thomas, Yamma, Y-a-m-m-a, N. Brown, and
23 then Terry Brown.

24 Q. They say that -- and heirs, of course, are the
25 people who would take if there were no Will,

1 Trust. I assume that -- I don't know exactly what
2 that means, administrative intestacy.

3 Q. Well, I was not familiar with the term either, but
4 I believe we'll find it in there. But, anyway,
5 they were seeking to set aside the Will and have
6 the Estate go to the heirs?

7 A. Correct. Right.

8 Q. Right. And this is who they said were the heirs
9 on March 8, 2008.

10 A. Correct.

11 Q. But something else was going on then about, or was
12 there, about the copyrights?

13 A. I mean, I don't know that there was anything going
14 on about the copyrights.

15 Q. Let's look at what the publication required.
16 What's the first sentence about the nature of this
17 action in the publication?

18 A. The purpose of the above action is to determine
19 all lawful heirs at law of James Brown including
20 lawful heirs at law who may be entitled to rights
21 under state and federal laws.

22 Q. And did we know by then that the heirs may be
23 entitled to rights under federal law, even though
24 they're not entitled to rights under state law?

25 MR. SMITH: Object to the form of the

1 question.

2 MR. NEWSOME: Same objection.

3 A. I don't know when that, I mean -- I don't know
4 when that became known to who, so I don't really
5 know.

6 **Q. Well, the only one you'll really know is you.**

7 A. Right.

8 **Q. So when did you become, first become, aware that**
9 **federal copyright act termination rights were an**
10 **issue?**

11 MR. SMITH: Object to the form of the
12 question.

13 MR. NEWSOME: Same objection.

14 A. I don't know. I mean, it was during this case,
15 but I just -- I couldn't pinpoint a time. I just
16 don't know.

17 **Q. Explain to me what you know about federal**
18 **copyright act termination rights?**

19 A. That -- about all I know is that federal copyright
20 law -- well, let me say, I don't know that what I
21 know is correct, but I thought that federal
22 copyright law trumped state law. You got your
23 rights under -- a person that has copyright
24 interests -- the federal law about how that is
25 distributed applies. They can't change that with

1 2008, and it's called, "Supplemental order
2 directing execution, contract and sale."

3 **Q. And this is the second order relating to the**
4 **Christie's sale?**

5 A. As far as I know, it's the second -- I mean, I --
6 yes. The second one we've looked at today, yes.

7 **Q. Right. And it, in fact, discusses the first**
8 **order, doesn't it?**

9 A. Yes.

10 **Q. And can you remember any of the events between**
11 **February 20th and April 1st leading up to this**
12 **April 1st order?**

13 A. I do not. No. I don't remember any events.

14 **Q. Do you recall that Christie's did an appraisal of**
15 **the household goods?**

16 A. No. I really don't remember that. No.

17 **Q. But you don't have any reason to think it didn't**
18 **happen?**

19 A. No. I mean, no. I don't have any reason to think
20 it didn't happen.

21 **Q. That was done for the estate tax -- estate tax**
22 **valuation?**

23 A. I don't know what purpose it was done for, but
24 this order does talk about it.

25 **Q. Do you recall that the Christie's contract allowed**

1 for them to do the estate tax valuation of the
2 household goods?

3 A. I didn't remember that.

4 Q. Do you recall what happened to all the tangible
5 personal property that wasn't put in the
6 Christie's sale?

7 A. I don't know what happened to that.

8 Q. Do you recall anything about museums?

9 A. Yes. I think some things went to museums.

10 Q. Right. Were there four museums?

11 A. I remember, I feel like one was South Carolina
12 State and one was Augusta College or Augusta
13 State. I don't remember -- those are the only
14 ones I remember.

15 Q. And then do you recall that the family members
16 were given an opportunity to ask for certain
17 things to be withheld from the sale? Do you
18 recall that?

19 A. I don't specifically recall it, but I do see it in
20 this order.

21 Q. Right. And do you remember that nobody timely
22 asked for anything to be withheld?

23 A. I don't remember that. I thought I remembered
24 some people asking for things to be withheld, like
25 a ring or a coat, maybe a fur coat.

1	State of South Carolina	)	Court of Common Pleas
2	County of Aiken	)	Case No: 2013-CP-02-1337
3	Adele J. Pope	)	
4		)	
5		)	Plaintiff(s), Deposition
6	vs.	)	of
7	Estate of James Brown and The	)	MARY FRANCES JOWERS
8	James Brown 2000 Irrevocable	)	
9	Trust	)	
10	Defendant(s).	)	

Continuation of the deposition of MARY FRANCES JOWERS, taken before Frances C. Moyd, Verbatim Court Reporter and Notary Public in and for the State of South Carolina, scheduled for 9:30 a.m. and commencing at the hour of 9:30 a.m., Wednesday, May 4, 2016, at the office of the South Carolina Attorney General , Rembert Dennis Building, 1000 Assembly Street, Columbia, South Carolina.

Reported by:
Frances C. Moyd

1 Q. All right. Now, --

2 A. Well, let me finish.

3 Q. Oh, I'm sorry.

4 A. I thought it was only a state court rule when a
5 elected official changed -- when the office
6 changed individual people, that the person could
7 be substituted in. I thought that was a rule of
8 civil procedure. Thirty-six maybe; I'm not sure.

9 Q. In case 4900, there is another case that's been
10 consolidated, but not merged. Do you know about
11 that?

12 A. I know a little bit, but not much. I mean, that
13 sounds familiar and I don't know the details.

14 Q. Well, without knowing the details, do you know
15 that I am the plaintiff and the Attorney General
16 is the defendant?

17 A. Without looking at it, I wouldn't say that for
18 sure. I mean, that may be correct. I wouldn't
19 question it, but I don't know for sure that's
20 correct.

21 Q. Do you know that the Attorney General and I have
22 two Freedom of Information Act cases pending?

23 A. I know there's at least one.

24 Q. And that we are legally on opposite sides of those
25 cases?

1 Q. Let's look in Exhibit 2 and see --

2 A. Okay. Is that the box?

3 Q. Yes.

4 A. Okay. It's right here. Do you want me to look
5 for the inventory and appraisal that makes up this
6 file?

7 Q. Yes, just refresh your recollection.

8 A. Okay.

9 Q. I will tell you it was filed November 15 of 2007.

10 A. That's right. That's right, it was filed
11 November 15th. I mean, this really isn't
12 refreshing my recollection on anything. I mean, I
13 don't question it. But I don't remember this
14 e-mail, I mean, it didn't come to me. I mean, I
15 may have gotten it. I just don't remember it.

16 Q. It doesn't refresh your recollection about the
17 value, any discussion of the value, anything such
18 as that?

19 A. No, ma'am.

20 Q. What did Mr. Hammond tell the Attorney General's
21 office that day?

22 A. Well, the e-mail says, "I prepared this today for
23 Buddy and Al to file. I thought you would like to
24 see the numbers. The inclusion of JBE, Inc. in
25 the Trust is a 20-plus million-dollar issue. If

1 **events that were happening at that time?**

2 A. No. I mean, I remember Terry Cox knowing
3 something about it, but I think maybe I just
4 wasn't in the loop on this. I mean, I remember
5 that was -- something about it, but this is not
6 triggering any detail beyond just, oh, Terry Cox
7 was out there.

8 **Q. Let's look at the next email December 6th, Sonny's**
9 **e-mail to Adele Pope and Bob Buchanan. Does that**
10 **help?**

11 A. Yeah, we may have looked at this yesterday. I
12 feel like yesterday we looked at the email. It
13 says, "I do not want to be the one referenced as
14 the one who sat on an offer and lost it."

15 **Q. Right. This is Sonny's e-mail about the hundred**
16 **million dollar offer?**

17 A. Right.

18 **Q. But does it trigger any memory of the events going**
19 **on at that time?**

20 A. No. Other than -- I mean, I know Terry Cox was
21 out there, there was something about an offer, but
22 I mean, I don't remember details and specifics.

23 **Q. Okay.**

24 A. And it may have just been I wasn't in the loop; I
25 don't know.

1 **Mr. Dallas and Mr. Cannon had been sued by the**
 2 **estate and trust for -- to recover more than**
 3 **\$12 million?**

4 MR. NEWSOME: Object to the form.

5 MR. SMITH: Object also.

6 A. I don't -- I mean, I don't remember what the date
 7 was. I mean, I wouldn't question it, but I don't
 8 remember the date.

9 **Q. So do you know why on March 24th you would be**
 10 **communicating with Buddy Dallas?**

11 A. I don't know. I don't remember the context.

12 **Q. And giving him your e-mail?**

13 A. I don't -- I don't know, and I don't remember.

14 **Q. And then what happened on March 26th?**

15 A. It looks like Mr. Dallas sent an e-mail to me,
 16 someone -- J. Pickett oh two, and A. Davidson at
 17 Fulcher Law. I don't know. It's an article from,
 18 maybe, GQ?

19 **Q. Yeah, yeah it --**

20 A. Maybe he wanted to send me this and I gave him my
 21 e-mail. I just don't remember.

22 **Q. You don't remember why you began communicating**
 23 **with them after the court had said they couldn't**
 24 **return and had become concerned about Mr. Dallas's**
 25 **actions?**

1 A. Not that I know of.

2 **Q. Now, we talked a little bit yesterday I think**
3 **about claims against the Estate. Is that AG27?**

4 A. Yes, ma'am.

5

6 (Whereupon, Order of November
7 13, 2008 was marked Exhibit No.
8 AG27 for identification.)
9

10 BY MS. POPE:

11 **Q. Go ahead.**

12 A. This is an order of Judge Early dated November 13,
13 2008, final order dismissing petition and
14 remanding to probate court.

15 **Q. And in what cases that?**

16 A. Case number one twenty-two.

17 **Q. The title?**

18 A. The plaintiff is The Pullman Group, LLC, versus
19 Robert L. Buchanan, Junior, and Adele J. Pope,
20 Personal Representatives of the Estate of James
21 Brown.

22 **Q. And did that resolve the 21 million-dollar Pullman**
23 **claim?**

24 MR. NEWSOME: Objection to the form.

25 MR. SMITH: Object to the form.

1 remember that order, and that was the order that
2 allowed y'all to get paid on a certain amount.

3 **Q. On a time-plus-cost basis?**

4 A. That sounds right.

5 **Q. Right.**

6 A. I couldn't -- quoted you that, but that sounds --
7 that may be correct.

8 **Q. Right. Right. And you remember Mr. Medlin**
9 **questioning if your time and cost exceeded a full**
10 **fee, would you go beyond a full fee, and I -- the**
11 **answer was no?**

12 MR. NEWSOME: Object to the form.

13 MR. SMITH: Object to the form.

14 **Q. Do you have any recollection of that?**

15 A. I'm sorry. Say it one more time. I don't think
16 so. I mean, say it one more time.

17 **Q. Okay.**

18 A. Just the very last part.

19 **Q. If our work for the Estate and Trust on a time-**
20 **plus-cost -- a time basis exceeded 2.1 million for**
21 **Bob and 2.8 million for Adele, would we seek more**
22 **than that as a commission. Do you remember that**
23 **question being asked?**

24 MR. SMITH: Same objection.

25 MR. NEWSOME: Same objection.

1 resolution.

2 **Q. Anything else?**

3 MR. NEWSOME: Object to the form.

4 MR. SMITH: Same objection.

5 **Q. How about royalty and related clearance request?**

6 MR. NEWSOME: Object to form.

7 MR. SMITH: Same objection.

8 A. What is the question?

9 **Q. Do you know anything about what we did in -- what**
10 **Mr. Buchanan and Mrs. Pope did in relation to the**
11 **royalty and related clearance request?**

12 A. I think clearance request are emails or some sort
13 of request to use Mr. Brown's music or persona. I
14 thought it was typically music on -- and
15 something, you know, it could be: Can we use it
16 in a commercial; can we use in this; can we use
17 it in that; and you had to approve those. And my
18 recollection is it's a fairly routine process.
19 Just checkoff yes, or if you don't respond in a
20 day it's approved, or something like that.

21 **Q. How about the engagement of entertainment and**
22 **exempt organization counsel and other counsel? Do**
23 **you -- I won't ask you to go through that in**
24 **detail. Do you remember having any concerns about**
25 **the attorneys that we engaged?**

1 A. No. And I don't remember that I knew there was
2 exempt organization counsel. I remember this Ray
3 Gonzales.

4 Q. Well, once the estate plan was challenged we
5 weren't going to know whether there'd be an except
6 organization for a few months at least.

7 MR. NEWSOME: Object to the form.

8 MR. SMITH: Joined.

9 A. All right.

10 Q. Page 29, ownership of James Brown Enterprises,
11 Inc.?

12 MR. NEWSOME: Object to the form.

13 MR. SMITH: Same objection.

14 A. I remember there was only a question about the
15 ownership and how that worked.

16 Q. Do you know whether its been resolved?

17 A. I don't know. I mean, I think it -- surely it has
18 been, but I don't know.

19 Q. On page 30, defensive claims against the Estate
20 and Trust.

21 MR. NEWSOME: Object to the form.

22 MR. SMITH: Same objection.

23 A. What you want me to --

24 Q. Well, there are 11 claim cases listed. Do you
25 have any recollection at all about them or any

1 **thing to suggest that we did not carefully and**
2 **efficiently handle the claims cases?**

3 MR. SMITH: Same objection.

4 MR. NEWSOME: Same objection.

5 A. I don't have any information that it wasn't
6 handled correctly, but I don't have any
7 information that was handled correctly. I just --
8 I don't know either way how it was handled.

9 **Q. That information would have been available to you**
10 **as they were being handled.**

11 MR. SMITH: Same objection to form.

12 MR. NEWSOME: Same objection.

13 A. I don't know that it would've been because, I
14 mean, it was either handled properly or it wasn't.
15 I mean, I don't know there was information
16 available. I just can't say whether it was or
17 not. I mean, I just don't know.

18 **Q. The Forlando Brown federal suit?**

19 MR. NEWSOME: Object to the form.

20 MR. SMITH: Same objection.

21 A. Okay. What do you want me to --

22 **Q. Well, I would like for you to tell me if you know**
23 **anything different from what we have represented**
24 **here about the Forlando federal suit.**

25 MR. NEWSOME: Objection to the form.

State of South Carolina) Court of Common Pleas
County of Aiken) Case No: 2013-CP-02-1337

ADELE J. POPE,)
)
 Plaintiff(s),) Deposition
)
 vs.) Of
)
) CLYDE "SONNY" JONES
 The Estate of James Brown and)
 The 2000 Irrevocable Trust,)
)
)
 Defendant(s).)

Continuation of the deposition of CLYDE
"SONNY" JONES, taken before Frances C. Moyd,
Verbatim Court Reporter and Notary Public in and
for the State of South Carolina, scheduled for
9:30 a.m. and commencing at the hour of 9:47 a.m.,
Thursday, May 5, 2016, at the office of the
Attorney General of South Carolina, Rembert Dennis
Building, 1000 Assembly Street, Columbia, South
Carolina.

Reported by:
Frances C. Moyd

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1 This deposition is being taken pursuant to
2 the South Carolina Rules of Civil Procedure.

3 - - -

4 The reading and signing of this deposition
5 is RESERVED by the deponent and counsel for the
6 respective parties.

7 - - - - -

8 RESUMING DIRECT EXAMINATION

9 **Q. Mr. Jones, yesterday you made a number of**
10 **references to the need to look at the record so**
11 **we'll be clear about what happened; is that right?**

12 **A. Yes, ma'am.**

13 **Q. In conjunction with your appearance, and the**
14 **appearance of two others in the Attorney General's**
15 **office, we issued a subpoena and by agreement the**
16 **number of documents to be produced at the**
17 **depositions was limited somewhat. I will**
18 **represent to you that the box of documents I'm**
19 **looking at now was marked yesterday as AG**
20 **Exhibit 2. In preparation for this deposition,**
21 **did you review the documents in AG Exhibit 2?**

22 **A. I went through the documents, each document, and I**
23 **think we put them in three different stacks of**
24 **some sort.**

25 **Q. All right. And so it would be fair to say that**

1 A. Yes, ma'am.

2 Q. I going to ask you to recall the September 24th
3 hearing, that's September 24th of 2007, which we
4 discussed yesterday.

5 A. Yes, ma'am.

6 Q. I'm going to ask you to look at Exhibit AG29, a
7 letter from the Estate of James Brown, Robert
8 Buchanan and Adele Pope, as Personal
9 Representatives, to the Honorable Henry Dargan
10 McMaster dated June 13, 2008. Before we continue
11 our discussion about Mr. Cannon, I would
12 appreciate it if you would review that document to
13 refresh your recollection of the events.

14 A. I don't recall this specific letter, but I do
15 recall in '08 when -- I believe this is after the
16 meeting that you and John Rainey and Mr. Buchanan
17 came to see the AG?

18 Q. That's correct.

19 A. This is correspondence after that.

20 Q. Well, I'm interested in the subject of the
21 correspondence, which is about Mr. Cannon and
22 Mr. Dallas. So, if you would, take all the time
23 you need to refresh your recollection about that
24 subject.

25 A. So what's the question? I got the letter in front

1 again. That if y'all can't resolve this issue,
2 then I'm going to be objecting to taking it
3 over twice.

4 MR. SMITH: And certainly, I will object
5 to taking it twice. If the court can rule on
6 the privilege objections, if he -- and then see
7 what happens there. But you're not entitled to
8 retake the entire deposition.

9 MS. POPE: I think we'll argue that when
10 you file your motion, Mr. Smith.

11 MR. SMITH: Sure.

12 BY MS. POPE:

13 **Q. Mr. Jones, do you believe that communications**
14 **you've had with Alan Medlin since 2007 are**
15 **privileged?**

16 A. I would say the communications we had in a common
17 interest of the Estate and the Trust as far as
18 they involved this office discussing how to
19 protect the charitable assets could be considered
20 privileged.

21 **Q. So you think some of -- so some of the answers**
22 **that you're going to give me are going to be**
23 **limited if you had a discussion with Alan Medlin**
24 **about them?**

25 A. I would say once the settlement is done is

1 A. Five million dollars is a lot of money.

2 Q. Do you know whether David Cannon was ever charged
3 with taking what became known as the
4 5 million-dollar check to nobody?

5 A. No, ma'am.

6 Q. I'm going to show you this. I'm going to hand you
7 AG41.

8
9 THE WITNESS: Do you want me to stack
10 these up?

11 MS. POPE: We're going to be talking about
12 all of them.

13 (Whereupon, Morgan Stanley
14 Balances was marked Exhibit No.
15 AG41 for identification.)
16

17 MS. POPE: I'm going to hand you AG41.

18 BY MS. POPE:

19 Q. I'll represent to you that this is a document
20 filed by David Cannon in the court with
21 handwritten notes by me. Are you familiar with --
22 well, first of all, what is the document AG41?

23 A. This is Exhibit B, this is a brokerage account,
24 Morgan Stanley.

25 Q. Morgan Stanley. And do you have any recollection

1 of what the Morgan Stanley account was?

2 A. I think the Morgan Stanley account was some monies
3 that were used for the Bowie Bond, that's my
4 recollection, it's been a while.

5 Q. Right. And the Bowie Bond we also have sometimes
6 have called the TIAA bond or the TIAA debt, do
7 your remember that?

8 A. I remember that being mentioned, I'm not sure if
9 it's a connection to the two. I knew there was
10 money received for a catalog of songs.

11 Q. Well, Mr. Brown didn't sell his songs, did he?

12 A. No, ma'am. I think he -- it was a -- it was a
13 bond.

14 Q. A financing arrangement?

15 A. Yes, ma'am.

16 Q. And do you recall that after payments to the IRS
17 and other things about \$16 million came into
18 Mr. Brown's hands in 1999?

19 A. I don't recall the number.

20 Q. And if I represented to you that this was filed by
21 Mr. Cannon to explain what he had placed in the
22 Morgan Stanley account, would your recollection be
23 any different?

24 A. No, ma'am.

25 Q. And do you see a line through there and a notation

1 it a relationship.

2 **Q. And you named David Cannon as a witness in a case**
3 **the Attorney General of South Carolina brought on**
4 **May 19, 2010 against Bob Buchanan and Adele Pope?**

5 A. You said Sonny Jones did?

6 **Q. The Attorney General of South Carolina did.**

7 A. The record would reflect what the office did. If
8 you're asking me, do I have any knowledge of that
9 and the designation, I can't recall that. Was it
10 another section of the office, possibly.

11 **Q. And Mr. Cannon was under indictment when you --**
12 **when the office of the Attorney General named him**
13 **as a witness in a civil suit against Bob Buchanan**
14 **and Adele Pope?**

15 A. I can't -- I can't recall that.

16 **Q. And you had knowledge on May 19, 2010 that**
17 **Mr. Cannon had cashed the \$5 million check to**
18 **nobody?**

19 A. As I testified probably the last 15 minutes, I
20 can't recall that.

21 **Q. And Mr. Cannon was never indicted for the**
22 **\$5 million even though you knew about it?**

23 A. You use "you" again, Ms. Pope, are you talking
24 about the office which has different sections of
25 the office, including state grand jury, which I

1 can't even get into the conference room. I don't
2 know what goes on with the state grand jury or
3 whatever. The record will reflect what Mr. Cannon
4 was indicted -- if he was indicted.

5 **Q. Mr. Jones, there was a meeting in your office the**
6 **afternoon of Mr. Cannon's plea at noon on the day**
7 **of Mr. Cannon's plea, wasn't there?**

8 MR. NEWSOME: Object to the form.

9 MR. SMITH: Object to the form.

10 A. A meeting?

11 **Q. That you attended on the day of his plea?**

12 A. I don't recall. I recall a discussion about
13 Mr. Cannon, but I don't recall the day the meeting
14 occurred or what was discussed at the meeting.

15 **Q. Do you recall that Mr. Cannon's lawyer said in the**
16 **public that that was the most vetted plea she had**
17 **ever seen in her career?**

18 MR. SMITH: Object to the form of the
19 question.

20 MR. NEWSOME: Object to the form.

21 A. Who is "she"?

22 **Q. Sherri Lydon.**

23 A. No. I don't recall that.

24 **Q. You don't?**

25 A. No, ma'am. She was in the -- I was in court one

1 A. Well, it would be the charity, it would be
2 possibly the Brown children if the one's named in
3 the Will or if the Will was overturned, it could
4 be them. It could be Tomie Rae. It could be
5 anybody that would be a beneficiary of the money
6 that he took.

7 Q. Well, and didn't the Attorney General of South
8 Carolina undertake to protect that charity when it
9 entered on October 11, 2007? And didn't it take
10 even greater authority to protect the charity on
11 August 10, 2008?

12 A. So what's the question?

13 Q. The question is: Why wasn't the Attorney General
14 there to talk about the victims of David Cannon's
15 theft?

16 MR. SMITH: Object to the form of the
17 question. Object to the extent that it goes
18 into privileged matter. The witness should
19 answer the question to the extent that he can
20 without going into privileged matter.

21 A. Okay. You said "there", which "there" are we
22 talking about? What day?

23 BY MS. POPE:

24 Q. When David Cannon was sentenced.

25 A. Are you talking about -- which time, when Sherri

1 conversations.

2 **Q. Was not -- well, let me stop. The Attorney**
 3 **General is the highest legal officer in the state**
 4 **with respect to prosecutions. Isn't that correct?**

5 A. He's the chief legal officer, yes, ma'am.

6 **Q. And wasn't the Cannon criminal matter assigned to**
 7 **him rather than to a circuit solicitor?**

8 A. Who is "him"?

9 **Q. Attorney General Wilson.**

10 A. I don't know.

11 **Q. You don't know?**

12 A. No, ma'am.

13 **Q. You don't know that --**

14 A. The criminal -- I don't deal with the criminal
 15 part of the cases.

16 **Q. Are you saying today that you are not aware that**
 17 **the Cannon criminal matter remained within the**
 18 **office of the Attorney General rather than being**
 19 **in Barnwell?**

20 A. The AG's office was pursuing that. Mr. McNair, I
 21 think, proceeded on that and was trying to get it
 22 reopened when Mr. Waters, Creighton Waters, in the
 23 criminal section, appeared in Aiken. So we were
 24 aware of it, but I don't deal with the criminal
 25 part.

1 Q. No. I know you don't.

2 A. Yes, ma'am. But you're making statements I don't
3 have any knowledge about outside of the fact that
4 the AG's office was involved in that, I wasn't
5 involved in it.

6 Q. Well, there is a record, isn't there, that the
7 matter was not handled by the Barnwell solicitor,
8 but by the office, first of Henry McMaster in
9 which Mr. Cannon was indicted but never taken to
10 trial, and then Attorney General Wilson in which
11 he was allowed to enter an offered plea?

12 A. That's your statement, not mine.

13 MR. SMITH: Object to the form of the
14 question.

15 A. I don't have any involvement in that.

16 Q. At all times during that period, Mr. Cannon was
17 named as a witness for the Attorney General of
18 South Carolina in a civil suit brought against Bob
19 Buchanan and Adele Pope?

20 A. If your question to me in the last two statements
21 you've made -- you're making a statement. I have
22 no knowledge of those. Outside of the fact that
23 the office was reviewing the Cannon case, I don't
24 review the criminal part. And you're saying the
25 office, are you talking about different sections

1 Wingate firm and -- and that's the
2 relationship, like right now, that we have with
3 Mr. Bauknight pursuing other claims, the same
4 relationship we had with you when you told me
5 basically and I agreed and the Gilreath and Few
6 that you could hire the lawyers. I said yes,
7 ma'am. You can hire them, but we would like a
8 little bit lower fee schedule to protect the
9 charitable money.

10 So back on the 4900 case, we're in the
11 caption. We're third-party beneficiaries.
12 What interest do we have? Common law,
13 statutory 62-7-405, protect the charitable
14 interest. That's the only thing we're there
15 for.

16 **Q. Mr. Jones, when the Attorney General of South**
17 **Carolina sues a private citizen and is named as**
18 **the first plaintiff in the caption, is it the job**
19 **of the citizen to devine what the role is or does**
20 **the law define that role?**

21 MR. NEWSOME: Object to the form.

22 MR. SMITH: Object to the form of the
23 question. Object also that it may go beyond
24 the scope of this deposition in Rule 26.

25 MR. NEWSOME: Same objection.

1 A. Repeat your question.

2 Q. When the Attorney General sued Bob Buchanan and
3 Adele Pope, was it appropriate for them to believe
4 that they were being sued by the Attorney General
5 of South Carolina?

6 MR. SMITH: Same objection.

7 MR. NEWSOME: Same objection.

8 A. I can't tell you what you think.

9 Q. Well, you've just said what you think. And so I
10 want to ask you if looking at the caption, the
11 Attorney General of South Carolina is suing Bob
12 Buchanan and Adele Pope?

13 A. We are named as a party in the caption in the
14 complaint, it says, we are there as a third-party
15 beneficiary.

16 Q. Stop. Let's get the complaint. Let's get the
17 complaint.

18 MS. POPE: Do you have it because I'm
19 going to order it if you don't. Can you get
20 it?

21 MR. NEWSOME: Are we on the record? Are
22 we --

23 MS. POPE: No. I'm going to have it
24 delivered to me.
25

1 BY MS. POPE:

2 Q. Could you get me a copy, please?

3 A. I don't know where the copy would be. That would
4 be something you filed.

5 Q. You can't find a copy of the suit the Attorney
6 General of South Carolina has brought against
7 Adele Pope? Can you find -- can you find that
8 complaint, because you've just stated that the
9 complaint says the Attorney General is a
10 third-party beneficiary and I want us to look at
11 the complaint.

12 A. Are you talking about the caption or the body of
13 the complaint?

14 Q. Caption and the body.

15 A. I don't have one at my fingertips, no, ma'am. We
16 can take a break and get one.

17 MS. POPE: Let's take a break.

18 THE WITNESS: Won't you have your --

19 MS. POPE: Can you get one?

20 THE WITNESS: How soon could you get one?

21 MR. NEWSOME: Are we off -- are we off or
22 on the record?

23 MS. POPE: About 15 minutes.

24 MR. NEWSOME: Off?

25 MS. POPE: On the record.

1 and we will look at what it says.

2 A. Ms. Pope, I could get one over lunch. We're
3 already shortstaffed and I think Mary Frances is
4 going to be out, so I'm not trying to be difficult
5 but ...

6 Q. Sure. I think one will be here in a half hour or
7 so. So we'll just go back to David Cannon and
8 then we'll pick up that at the appropriate time.

9 First of all, I'm going to ask you to look
10 at AG29 which I took from you. I just want to
11 make sure that we confirm that that letter of
12 Buchanan and Pope acting for the Estate dated
13 June 13, 2008, is actually a part of the Aiken
14 County record. And I don't want to make this
15 an exhibit, but I'm just going to ask you to
16 look at the joint affidavit of Bob Buchanan and
17 Adele Pope filed on February 19, '09, in Aiken
18 County case 08-CP-02-1647 and see if Exhibit
19 AG29 is in that filing?

20 MR. SMITH: This is case which?

21 MS. POPE: Sixteen forty-seven.

22 A. First, I see a document, but I don't see a clocked
23 in stamp on it.

24 Q. Here, I'll show you a clocked stamp.

25 A. It looks to be the same first page, yes, ma'am.

1 MS. POPE: Sure.

2 MS. JOWERS: You can call me for any
3 reason. Can everybody see?

4 THE WITNESS: So I'm looking at this,
5 correct?

6 MR. SMITH: Yeah. You can just pull your
7 chair around if you want to sit down.

8 (DVD AG36 is viewed.)

9 BY MS. POPE:

10 **Q. Mr. Jones, we've just looked at --**

11 MR. SMITH: Excuse me. Do you mind her
12 being in while you finish these questions?

13 MS. POPE: No.

14 BY MS. POPE:

15 **Q. We've just looked at AG36 and -- which was also**
16 **used in Ms. Jowers' deposition. And we'll ask the**
17 **court to reseal that. When was the first time you**
18 **saw or became aware of the WIS-TV airing of**
19 **February 7, 2000 -- or of February 2008?**

20 (Ms. Jowers exits the room.)

21 A. Either -- my recollection, either I saw it when it
22 was aired or I saw it later on by going to WIS, I
23 can't recall. I've seen it to before. I saw it
24 also when you sent it to the office for us to
25 review.

1 A. That's a lot of -- lot of questions in there. The
2 letter that he --

3 **Q. Well, I don't want to talk about the letter. I**
4 **want to talk about your memory of the meeting.**

5 A. I'm giving you the memory. The letter that we
6 followed up with the meeting would be an accurate
7 accounting of what went on in the meeting. If
8 there was any discussion about a -- there was
9 always a discussion about a third trustee, because
10 the Will and the Trust required a third trustee,
11 but you could operate with two.

12 So the upshot of my recollection of the
13 meeting with the Attorney General was John
14 Rainey is a fine man, looking straight at me
15 and says why is the AG's office interfering
16 with the Will and the Trust? And so that's the
17 issue we had to answer, was we had a problem
18 with the way you were appointed. And what I
19 recall is going to your office with Mary
20 Frances after that.

21 **Q. Let's stay at the meeting if we could.**

22 A. Okay. Then that was the upshot of the meeting,
23 that the AG had heard your concerns, and it was
24 our instructions to try to move forward with you
25 and Mr. Buchanan.

1 line of questioning on the grounds that this is
2 beyond the scope of Case 1337, is really
3 designed to go into discovery issues in Case
4 4900.

5 MS. POPE: Are you going to stop the
6 deposition?

7 MR. NEWSOME: Let me see what you ask, I
8 may.

9 BY MS. POPE:

10 **Q. On May 19, 2010, did the Attorney General of South**
11 **Carolina allege that Bob Buchanan and Adele Pope**
12 **artificially inflated the reported value of the**
13 **Estate without any substantiation and without any**
14 **consistency for the purpose of justifying their**
15 **claim for approximately \$5 million in fees?**

16 A. Are you referring to a certain paragraph?

17 **Q. Eighteen U.**

18 A. That's what 18U says. As a point of
19 clarification, the settling parties are in the
20 caption. The matter is filed by Mr. Wingate, who
21 was hired by Mr. Bauknight.

22 **Q. Well, how does Mr. Wingate and the firm of Sweeney**
23 **Wingate and Barrow, PA identify himself on the**
24 **complaint?**

25 A. He identifies himself as attorneys for the

1 office agreed, that you could hire them, you were
2 fiduciary, you can hire your own attorneys. We
3 just suggested to get one at maybe a lower fee.

4 So, in this case, Mr. Bauknight was the
5 one who hired Mr. Wingate, and we are a -- we
6 are -- we can't take any additional role in the
7 matter outside of what we have for statutory
8 and common law authority, which is the 1-7-1-30
9 to protect charitable beneficiaries.

10 **Q. Mr. Jones, is the Attorney General of South**
11 **Carolina the plaintiff in any other litigation**
12 **related to the James Brown Estate or Trust?**

13 A. I don't recall. We were a party that you -- you
14 got us involved in the green light in which it was
15 just us and we were a defendant, I think that was
16 one.

17 **Q. You were a defendant?**

18 A. Yes, ma'am.

19 **Q. Let's just stick to --**

20 A. I can't recall any other that we were the
21 plaintiff.

22 **Q. You spoke of exceeding statutory authority. Is it**
23 **unusual if not improper, for an Attorney General**
24 **to be a party in a lawsuit but not also at least**
25 **one of the lawyers?**

1 (Reporter read the record as requested.)

2 A. That's a long question. This affidavit looks like

3 it's in litigation --

4 **Q. Please answer the question.**

5 A. I'm answering the question. I'm answering the

6 question.

7 **Q. Can you answer it with "yes" or "no" and then --**

8 A. No, I can't. I'm going -- because the question is

9 a little bit global.

10 **Q. Well, let me rephrase it until I can get an**

11 **answer.**

12 A. Okay. Okay.

13 **Q. Are the positions of the Attorney General and**

14 **Russell Bauknight identical in Case 4900?**

15 A. As to the charitable beneficiaries, yes.

16 **Q. Does Mr. Bauknight also have obligations to Tomi**

17 **Rae Brown?**

18 MR. SMITH: Object to the form of the

19 question.

20 MR. NEWSOME: Also object to the form of

21 the question.

22 A. That's an issue that -- my understanding is that

23 issue is in flux because of the case below that

24 was sent down not being straightened out yet about

25 the parties and the beneficiaries. Mr. Bauknight

1 MR. NEWSOME: Same objections.

2 A. I can't tell you what your responsibility or what
3 you should do in representing yourself or having
4 your attorneys represent you.

5 **Q. Do you --**

6 A. Well, it's a standard practice, as I finish that,
7 of any time the AG is involved in a case with
8 outside counsel that the fee contract that he
9 signs himself uses that issue.

10 **Q. Do you know when the fee contract was disclosed in**
11 **this case?**

12 MR. NEWSOME: Objection. Beyond the scope
13 of this case.

14 MR. SMITH: Same objection.

15 A. The complete fee contract, I don't think -- I
16 don't know if it's ever been turned over. I
17 understand that maybe in the federal court
18 proceeding that you had a chance to look at it;
19 that's my understanding.

20 **Q. Who told you that?**

21 A. I can't recall, but that's my understanding.

22 **Q. You just understand it?**

23 A. Yes, ma'am. And I think it might've come out in
24 one of these FOI cases that I've not been involved
25 in that you already have a copy of the documents

1 Affidavits was marked Exhibit
2 No. AG47 for identification.)

3 BY MS. POPE:

4 **Q. Hand you AG47. Do you know what AG47 is?**

5 A. Was this in the information we gave you?

6 **Q. Does it matter?**

7 A. No, but I'm asking you because you said this was.
8 Are we back on to --

9 **Q. No, it has a new number.**

10 A. I don't recall this document.

11 **Q. Well, I'd like you to look at it very carefully.**

12 A. Okay. It's proposed adjustments only, it's an
13 explanation of items, Estate of James Brown. It
14 has to do with marital share, and it's got -- it's
15 page 10 of 15. I don't have the first nine pages.
16 There is an appendix to something. And 11 of 15,
17 and then the 12 of 15 there is a letter to
18 Mr. Kingsmore from Bab with the chief of estate
19 and gift tax program with IRS.

20 **Q. Did the Attorney General of South Carolina ask the**
21 **Supreme Court to supplement the record with this**
22 **document in the appeal of the McMaster settlement?**

23 A. As I recall, in the documents that were submitted
24 for supplementation, that would reflect what was
25 there. It was an issue about supplementing your

1 ever was able to come up with a value for the
2 Estate, because no one really knew what the Estate
3 and Trust entailed. So, the hundred million or
4 60 million or 30 million or 200 million numbers
5 you hear going around, they were numbers. This
6 would be a number that a professional fiduciary
7 prepared with the assistance of an expert, as I
8 remember -- I can't remember the person's name --
9 compiled it, submitted it to the IRS for review
10 and ultimate approval.

11 **Q. Did you review the document that would support**
12 **changing the charitable deduction in the James**
13 **Brown matter from 83 million to \$2,827,892?**

14 A. No, ma'am. And if the 83 million was inaccurate,
15 it didn't matter if I reviewed or it was reduced.
16 It was reduced for something that had no support.
17 You could have had a hundred billion dollars and
18 it wouldn't make any difference. If we got
19 something that the IRS approves from the
20 information submitted by the fiduciary, that's
21 accurate for us. And if it loses 82 million, you
22 can't lose something you never have. So, if we're
23 talking about the AG reviewing and costing the
24 charity \$82 million, you can't -- you can't accost
25 a charity money that they never had.

1 Q. And you're saying that on the date of James
2 Brown's death, this charity, the James Brown "I
3 Feel Good" Trust, never had any more than
4 \$2,827,000 and \$892?

5 MR. NEWSOME: Object to the form of the
6 question.

7 MR. SMITH: Same objection.

8 A. I don't know -- I don't know what they had. I
9 recall the numbers here. I haven't reviewed the
10 supporting -- I recall Mr. Bauknight saying when
11 you turned the case over to him, he had 13,000 to
12 work with. Those are the numbers I remember, plus
13 the hundred million dollars that are bouncing in
14 the other inventories.

15 Q. Was 13,000 the money in the bank or the value of
16 the assets turned over to Mr. Bauknight?

17 A. I think that was the money in the bank after
18 paying attorney's fees and so forth.

19 Q. Let's look at actually what was turned over to
20 Mr. Bauknight. What was it?

21 A. What do you mean, "what was it"?

22 Q. Well, look at the ending balance on Mary 20th of
23 2009?

24 MR. NEWSOME: Object to the form of the
25 question.

1 MR. SMITH: Same objection.

2 A. Are you saying that 99 million was turned over to
3 Bauknight?

4 Q. **Absolutely, I am.**

5 A. That's your position. Position of the Internal
6 Revenue Service, per the other exhibit you showed
7 me, was that this figure was inaccurate. And
8 that's the allegation supporting the 4900
9 complaint. You're saying the figure is inaccurate
10 and they submitted something for IRS approval.

11 Q. **I'm sorry, Mr. Jones, I need to find out what
12 figure you think I'm saying is inaccurate.**

13 A. You said in Exhibit 193, this is one that -- what
14 date is it -- May the 20th, 2009, you said this is
15 what was turned over to Mr. Bauknight. This piece
16 of paper may have been turned over to
17 Mr. Bauknight, Mr. Bauknight had a responsibility
18 to make the determination if this was accurate.
19 Okay. I think he's made that determination.

20 Q. **And the Attorney General of South Carolina is
21 satisfied with the determination that James
22 Brown's music empire was worth \$4.7 million at his
23 death?**

24 MR. NEWSOME: Object to the form of the
25 question.

1 MR. SMITH: Object to form, also.

2 A. The Attorney General's office is very satisfied
3 with Mr. Bauknight's work.

4 Q. That's not the question. Is the Attorney General
5 of South Carolina satisfied with the claim that
6 James Brown's worldwide music empire was worth
7 4.7 million or less at his death on December 25,
8 2006?

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

11 MR. SMITH: Same objection.

12 A. The answer is, it's not a matter of the AG being
13 satisfied. He wants an accurate accounting for
14 what the Estate and the Trust had. An accurate
15 accounting would be one that is pulled together
16 and submitted and gotten approval from the
17 Internal Revenue Service. This is just a piece of
18 paper with some numbers on it, the one -- Exhibit
19 193. Not being satisfied or not satisfied, we are
20 comfortable that Mr. Bauknight did his job.
21 That's an accurate reflection of what the IRS
22 approved to be in the Estate and the Trust.

23 Q. And under the five percent rule, how much is the
24 required distribution for annual purposes under
25 the five percent rule of a charity that is worth

1 page, a number four on another page, number five
2 on another page and a sixth signature on another
3 page, and a seven on the other.

4 **Q. Well, let's look at it and see if you can refresh**
5 **your memory.**

6 A. I will tell you, I will address the court if I
7 need be. I would like to see a full document. We
8 played part and parcel with 10 out of 15, 11 out
9 of 15, every other page all through me trying to
10 work through and assist you in this deposition. I
11 need to see the full document. I'd be more than
12 happy to address it.

13 **Q. Well, let's go back to the full document for a**
14 **minute. Exhibit -- let's go back to the summons**
15 **and complaint, AG45.**

16 A. Okay. I've got it.

17 **Q. We've got the whole document and you have -- you**
18 **being the Attorney General of South Carolina, has**
19 **accused Bob Buchanan of artificially inflating the**
20 **reported value of the Estate without any**
21 **substantiation and without any consistency for the**
22 **purpose of justifying their claim for**
23 **approximately \$5 million in fees. Do you have any**
24 **evidence whatsoever of the truth of that claim?**

25 MR. SMITH: Object to the form.

1 MR. NEWSOME: I object to the form of the
2 question, and I object to this as being beyond
3 the scope of Case 1337 and it's in Case 4900.

4 A. And it would also be a privilege statement, but I
5 am somewhat confused when you --

6 **Q. Excuse me, Mr. Jones.**

7 A. Let me -- I got to get a basis here. You said --
8 I asked you on 48 is not a full document, then you
9 say, well, go back to the full document. So am I
10 looking at 45 to look at 48, are we looking at
11 straight 45?

12 **Q. What we're looking at is why the Attorney General**
13 **of South Carolina accused Bob Buchanan and Adele**
14 **Pope of artificially inflating the reported value**
15 **of the Estate without any substantiation and**
16 **without any consistency for the purpose of**
17 **justifying their claim for approximately**
18 **\$5 million in fees, a felony if true.**

19 A. Okay. What paragraph --

20 MR. SMITH: Object to form of the
21 question.

22 MR. NEWSOME: Object to the form of the
23 question.

24 A. What paragraph are we looking at?

25 **Q. Page 9, paragraph U.**

1 A. The document speaks for itself.

2 Q. May I say the question again? Do you, speaking
3 for the Attorney General, know of any evidence
4 whatsoever that supports the claim that Bob
5 Buchanan and Adele Pope artificially inflated the
6 reported value of the Estate of James Brown for
7 the purpose of justifying their claim for
8 approximately 5 million in fees?

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

11 MR. NEWSOME: Objection to form.
12 Objection to the scope.

13 MR. SMITH: Object to scope, also.

14 A. I would just refer to the 4900 complaint. I would
15 refer to two exhibits that you gave me. Let me
16 finish my answer. And also, I think it is on the
17 record that you submitted, along with
18 Mr. Buchanan, a request for \$5 million and you --
19 on the left I have here which is your Exhibit 193,
20 which is not Exhibit 193, but I'm not sure where
21 it is, is the interim accounting for May 20, 2009
22 that says it's \$99 million, that's what you gave
23 Mr. Bauknight. And then have over here AG47 in
24 which the IRS approved and it seemed like these
25 numbers are different. And you can't get 5

1 well.

2 MR. NEWSOME: And I have the same
3 objection. Objection as to form and as to
4 going beyond the scope in Case 1337.

5 BY MS. POPE:

6 **Q. The only evidence you have are the three documents**
7 **you just put your hands on?**

8 A. No, ma'am.

9 **Q. What evidence do you have?**

10 A. I don't have the file in front of me.
11 Mr. Bauknight is in charge of that with
12 Mr. Wingate. There are sufficient allegations to
13 support the summons and complaint. They are in
14 charge of the case. I cannot go through here
15 every paragraph like you want me to do and say
16 thumbs up or thumbs down, okay? I can't do that,
17 okay? It's been what, five years? I can't do
18 that. And if I would give you an answer, it
19 wouldn't be fair to you either way.

20 **Q. Oh, it would be fair to me.**

21 A. Well, that's your thought. I'm just saying you
22 gave me documents that said a hundred million
23 dollars that you came up with, with 5 percent is
24 5 million. You can't get 5 million out of
25 6 million, so this is the evidence. Now, for

1 MR. SMITH: And to the extent that it's
2 reasking the same questions, I believe it's --

3 MS. POPE: Mr. Smith, you have repeatedly
4 interrupted this deposition all day long -- all
5 day long.

6 MR. SMITH: I'm entitled to do that if I
7 have got an objection and that's my --

8 MS. POPE: If you have a legal objection.

9 MR. SMITH: I am entitled to raise an
10 objection and I refer you to the rule on that.

11 MS. POPE: I refer you to the fact that
12 you have repeatedly said you know nothing about
13 Case 1337. You don't know what was the subject
14 of the summary judgment. You don't know what
15 was the subject of the disallowance of the
16 claim. You don't know.

17 MR. SMITH: I refer you to the objections
18 that I have stated, and I would ask that you --
19 directing the witness not to answer, but you've
20 asked this question before and it's badgering
21 this witness to continue to ask him.

22 BY MS. POPE:

23 **Q. You have no evidence of that -- of the allegation**
24 **made in 2010 by the Attorney General of South**
25 **Carolina in paragraph U, page 9 of the Attorney**

1 the case today. And six years -- and I would
2 say that you probably spend a lot of time with
3 this case -- so you're not going to get the
4 answer. The answer is it was filed, it was
5 signed by Mr. Wingate. Mr. Bauknight hired
6 Mr. Wingate for this action to recover funds
7 the same way you did in other actions that you
8 hired outside attorneys, okay? That's the
9 allegations of the case. The case is not over.
10 I pointed to you, your hundred million-dollar
11 document, and I pointed to you the four or five
12 million-dollar document. That's my answer.

13 **Q. Do you have any evidence that Bob Buchanan and**
14 **Adele Pope properly -- improperly failed to accept**
15 **a 2007 offer to buy the Estate for a hundred**
16 **million dollars?**

17 MR. NEWSOME: Objection as to form.
18 Objection as to --

19 **Q. Estate and Trust for a hundred million dollars?**

20 MR. SMITH: Let the attorneys complete
21 their objections, please.

22 MR. NEWSOME: And objection as to being
23 beyond the scope of discovery in Case 1337.

24 MR. SMITH: Objection as to form.
25 Objection as to beyond the scope.

1 A. I refer to the complaint and when the case goes
2 forward, evidence will be presented on that by
3 your part and by the plaintiffs in the case, Mr.
4 Bauknight.

5 Q. Mr. Jones, in Case 1337, Adele Pope is not being
6 paid for services she provided as Special
7 Administrator to James Brown's Estate in 2007
8 because of the allegations of the Attorney General
9 of South Carolina. This is about Case 1337. Will
10 you tell me if you believe that Bob Buchanan and
11 Adele Pope's failure to sell the James Brown
12 Estate and Trust assets for a hundred thousand
13 dollars was in any way improper or either in 2007
14 or 2008?

15 MR. SMITH: Objection as the form of the
16 question. Objection as to the scope, being
17 beyond the scope of discovery in Case 1337.

18 MR. NEWSOME: Same objections.

19 THE WITNESS: Many questions there. The
20 allegations in 4900 have not been resolved.
21 You were in the process of trying to get your
22 hearing on 1337. You mentioned that 4900 could
23 have an impact on 1337. 4900 is not moving
24 forward with any type of evidence or whatever
25 as I remember, so the allegations in the

1 trust. But that was an issue that I think with
2 a trained like you, you would realize it from
3 the beginning that this would have to be
4 retooled little bit down the road if it was
5 necessary.

6 **Q. Let's go back for a little while to what was**
7 **actually going on in 2007 and 2008 if you don't**
8 **mind. I'll just sort of collect these back up.**

9 MR. SMITH: And if I may take just a quick
10 second to make a call about conference room
11 logistics.

12 (Off the record.)

13 BY MS. POPE:

14 **Q. Mr. Jones, I'm going to ask you to look AG37.**
15 **That was actually from your files.**

16 A. May I take the rubber band off?

17 **Q. Sure.**

18 A. Anything I'm specifically looking for?

19 **Q. Well, I'm going to ask you if you reviewed our**
20 **supplemental affidavit supporting commissions when**
21 **we filed it?**

22 MR. SMITH: You said 37?

23 MS. POPE: Yes.

24 A. I am looking for a date.

25 **Q. It might be on page 50.**

1 A. Okay. July 13, 2009. And this was all filed
2 together?

3 Q. Yes.

4 A. Okay.

5 Q. No, it was in -- it was produced by you, and --

6 A. But -- so it's produced by us, but you're handing
7 to me to say it was all included in one package,
8 was it?

9 Q. Well, yes. It was served on the Attorney General
10 back about the 14th of July of 2009.

11 A. I don't independently remember a day or a time I
12 looked at it, but I would think that I reviewed
13 this, yes, ma'am.

14 Q. Do you recall any inadequacies you found with it?

15 A. No, ma'am, nothing that I can recall one way or
16 the other. I think we were kind of at odds at the
17 time, but I reviewed it, but I didn't think the
18 issue was going to be heard -- was going to heard.
19 I would've probably did a little more research or
20 review of it.

21 Q. Well, actually, the very issue in this case is my
22 commissions. So did you realize this was about my
23 commissions?

24 A. That's what it says.

25 Q. Okay. And did you realize that the Attorney

- 1 **General has taken the position that Bob Buchanan**
 2 **and Adele Pope are not entitled to any**
 3 **commissions?**
- 4 A. Yes, ma'am, because that's what the allegations of
 5 4900 are about.
- 6 Q. **Well, that's the position of the Attorney General.**
- 7 A. That's the position of Mr. Wingate through
 8 Mr. Bauknight in which we were a party to, not
 9 only the Attorney General.
- 10 Q. **Well, would it be fair to say that criticism by**
 11 **the Attorney General in connection with your**
 12 **service to a charity is much more troublesome than**
 13 **criticism from heirs?**
- 14 A. Yes, ma'am, that's a fair statement.
- 15 Q. **I'm going to ask you to look at -- you don't**
 16 **recall any -- having voiced --**
- 17 A. No, ma'am.
- 18 Q. **-- or filed any objection to that?**
- 19 A. No, ma'am. I know it was an issue and is going
 20 to be an issue and -- but I can't recall what
 21 happened with my thoughts at that time..
- 22 Q. **Let's look at the order of Judge Early dated**
 23 **November 20, 2007, AG10. Do you remember that**
 24 **order?**
- 25 A. The 20th, that would be the day that they resigned

1 talking to them, would you work for this fee
2 level under Ms. Pope. They agreed, said yes,
3 we'll talk to her and see if we can work that
4 fee arrangement. That's this whole thing --
5 trustee hires this lawyer, we're trying to get
6 a better percent.

7 **Q. And under the Attorney General's agreement, the**
8 **Attorney General's office would have taken**
9 **ten percent of the legal fee?**

10 A. Under the fee contract that the AG signs when he
11 hires outside counsel. He didn't sign a fee
12 contract here. The error in this matter was --
13 for example, when I talk about college football,
14 you're probably thinking Carolina. I think it
15 Clemson. What comes in your mind. I lived fee
16 contracts from 2006 to 2016 probably every day.
17 And I knew what a fee contract was. But me
18 talking about a fee contract and you talking about
19 a fee contract to somebody else -- the
20 communication is a gap, and that's probably my
21 fault. The only thing that we wanted you to do in
22 the Gilreath and Few case is to hire them at the
23 23, 21 and 20 as it goes down in the brackets.
24 Your lawyers. The only thing we wanted
25 Mr. Bauknight to do is get Mr. Wingate to do the

1 Mr. Levenson had with some of the Brown siblings,
2 and it had to do a signature at one time, and it
3 had to do with -- I think that was the main thing,
4 if that's what this is about.

5 **Q. Well, was Mr. Bell accusing Mr. Levenson of a**
6 **forgery?**

7 A. I'm not sure if this is the one, but there was an
8 issue of it looks like this is Georgia attorney
9 David Bell filing a motion to disqualify without
10 Bell having a license to practice in South
11 Carolina with a signature of David Bell.

12 **Q. Do you remember Bell filing six grievances against**
13 **Louis Levenson?**

14 A. I didn't keep up with any grievances. I heard the
15 grievances were filed. But I was aware -- well, I
16 heard that grievances were filed. My issue was I
17 thought grievances was confidential, and so I was
18 somewhat surprised to hear that they have been
19 filed. So I didn't pay much attention to them,
20 because somebody talked about it to me. I didn't
21 want to mess with them because I thought it was
22 confidential.

23 **Q. But Mr. Levenson made rather expansive filings**
24 **objecting to the accusations made by Mr. Bell?**

25 A. The one about the signature, there was actually

1 MR. SMITH: Object to form.

2 BY MS. POPE:

3 Q. Do you recall that?

4 A. I don't recall that being an issue, but we refer
5 to the document, it says blood descendants I would
6 think -- the DNA, was -- it was important.

7 Q. Right, right. So -- and that was pretty
8 well-known before there was any discussion about
9 copyrights, would you agree?

10 A. Yes, ma'am. That was one of the things that --
11 that we heard a lot about was DNA, and when that
12 was going to be taken care of as far as being
13 tested.

14 Q. But do you recall if by March of 2008 the issue of
15 federal copyright termination rights had begun to
16 surface?

17 A. I can't recall. I know it came out. It was an
18 important issue.

19 Q. In the summons in this proceeding and the
20 publication would you read this first sentence of
21 what was to be published in the nature of the
22 action?

23 A. This is still AG19, I'm looking at page 3
24 paragraph 2 and in part it says here, actually,
25 number two, "Plaintiff shall publish the summons

1 received any reports from him.

2 **Q. Have you received any accountings from him?**

3 A. I think there's a publishing, accountings. I'm
4 not sure if we've received them or not. Mary
5 Frances might have. If there's anything filed in
6 an open court, from conversations we might have
7 had with -- of course, I can't really talk about
8 conversations that I had with Mr. Bauknight if he
9 has his attorney and he's representing charitable
10 interest, then it's a privilege.

11 **Q. So you say you still have a privilege with**
12 **Mr. Bauknight?**

13 A. Yes. Mr. Bauknight, as he is representing -- if
14 we discuss with Mr. Bauknight representations of
15 the charitable beneficiaries, we both have the
16 same client. The word "client" that's used in
17 some kind of sliding-scale here. The client of
18 the public interest would be the unknown
19 beneficiaries. Long story short --

20 **Q. Well, could I stick with that just a minute?**

21 A. Yeah.

22 **Q. But if Mr. Bauknight also represents Tomi Rae,**
23 **Tanya, and others who don't have a charitable**
24 **motive, how do you protect the charity by sharing**
25 **confidential information with them?**

1 A. Yes, ma'am, but what it was all about, some things
2 aren't in here. But it did say you want to meet.

3 Q. Right. And it did say that we were disappointed
4 that the birthday special had not material -- that
5 the Attorney General had not agreed to the
6 birthday special until it was too late?

7 A. Well, if the birthday special was on May -- in May
8 of '08, --

9 Q. Right.

10 A. You still had the issue that Judge Cureton hadn't
11 resolved, along with the issue of you being
12 properly appointed so there were a lot of issues
13 floating around about whether you could perform
14 this contract.

15 Q. And that was the specific reason why Mr. Buchanan
16 and Ms. Pope asked the Attorney General to approve
17 that deal.

18 MR. NEWSOME: Object to form.

19 MR. SMITH: Same.

20 A. We were trying to find a way -- and that's what
21 Rainey meeting was about -- to assist you and we
22 weren't unsuccessful.

23 Q. And Exhibit AG60 was approximately a month later,
24 a letter to the Attorney General from Buchanan and
25 Pope asking for a meeting at the Attorney

1 **General's earliest convenience?**

2 A. Yes, ma'am. This is two pages. In response to
3 the enclosed letter we received yesterday --
4 you got a copy of that letter?

5 **Q. I'm sorry. I don't.**

6 A. Because there's apparently a letter that you got
7 from either me or the AG. So this says back to us
8 that you got a letter from us and you still want
9 to meet. I don't have the benefit of seeing what
10 we said. But, you're right, this is the letter
11 dated April the 10th, 2009. It has two pages, it
12 is AG50, and it's signed by you and Mr. Buchanan.

13 **Q. Then we wrote the court on June -- I'm sorry, we**
14 **wrote Attorney General McMaster on June 13th the**
15 **letter that we spent some time with this morning,**
16 **that was just after our meeting with Mr. Rainey**
17 **and Mary Frances and you and the Attorney General?**

18 A. Yes, ma'am. My recollection, there was a letter
19 from us like the letter from here that I don't
20 see.

21 **Q. And then in June of 2008, June 27th of 2008, did**
22 **we continue to be concerned about the Attorney**
23 **General's relationship with -- well, expressed**
24 **neutrality about David Cannon and Albert Dallas?**
25 **And I'll refer you to AG9, a letter dated June 27,**

1 **2008.**

2 A. Are you saying that you and Mr. Buchanan were
3 concerned?

4 **Q. Yes.**

5 A. That's what your letter says. You expressed you
6 neutrality respect -- it appears to be that you
7 are concerned whether it's based on anything or
8 baseless, you --

9 **Q. Well, was the concern about the Attorney General's**
10 **reliance on Cannon and Dallas baseless in June of**
11 **2008?**

12 A. I can't recall the timeframe, but one of these
13 timeframes you already mentioned is when
14 Mr. Dallas admitted in open court he lied.

15 **Q. Well, that was March.**

16 A. That would March of 2008?

17 **Q. Yes. So this was several months after that. It**
18 **was six months after the SLED investigation was**
19 **ordered. It was two -- four months after the**
20 **Estate and Trust had sued Mr. Cannon for more than**
21 **\$12 million. It was long after lots had come out**
22 **about Mr. Cannon and Mr. Dallas, including AG --**
23 **the first page of AG38, which was the claim by**
24 **Mr. Cannon and Dallas that they had not been**
25 **represented by Powell Goldstein, and then Powell**

1 State of South Carolina) In the Court of Common
2) Pleas
3 County of Aiken) Case No: 2013-CP-02-1337
4 Adele J. Pope,)
5)
6 Plaintiff(s),) Deposition of
7 vs.)
8) Creighton Waters
9)
10) February 9, 2017
The Estate of James Brown and)
The James Brown 2000)
Irrevocable Trust,)
Defendant(s).)

Deposition of CREIGHTON WATERS, taken before Frances C. Gray, Verbatim Court Reporter and Notary Public in and for the State of South Carolina, scheduled for 10:00 a.m. and commencing at the hour of 10:07 a.m., Thursday, February 9, 2017, at the Office of the Attorney General , Rembert Dennis Building, 1000 Assembly Street, Columbia, South Carolina.

21	Reported by:
22	Frances C. Gray

1 recourse. But that being said -- I'm sorry. What
2 was your question again? I'm off on a tangent.

3 **Q. That's okay. Just trying to relate this to the**
4 **civil issues. Did you ever see a SLED report that**
5 **showed that more than \$70 million of James Brown's**
6 **money went through David Cannon's hands between**
7 **1999 and -- the end and of 2006?**

8 A. The only factual basis that I recall that we went
9 forward on -- and this was what was presented at
10 the plea and I believe we went through it again at
11 the restitution hearing before Judge McMahon --
12 was that giving David Cannon the benefit of the
13 doubt and giving him the five percent of the
14 period, I think that was an issue, which was maybe
15 '06 -- I can't remember the exact period --

16 **Q. Ninety-nine to oh-six --**

17 A. Ninety-nine to oh-six --

18 **Q. It was.**

19 A. That -- you know, he had received approximately
20 \$7.7 million beyond what he should have received
21 if, in fact, he was entitled to five percent. I
22 mean, that's my general recollection of the facts.
23 And again, from my perspective, I was never
24 required to get into too much more detail other
25 than that.

1 perspective in the criminal realm, the net loss
2 that I'm looking to recover would just be the
3 \$8000, and the lost interest and attorneys'
4 fees and costs and all the rest of it is not
5 typically what we're looking for in the
6 criminal realm. That is for the civil
7 litigation aspects to handle because obviously
8 the remedies -- the standards are different and
9 the remedies that are available are much
10 broader than my perspective. So we're looking
11 at, sort of, that net loss and, you know, if
12 people then want to litigate those gray areas
13 that are beyond our evidentiary standard, then
14 that's obviously what that accompanying civil
15 litigation is for.

16 **Q. Thank you. And by the same token, would the fact**
17 **that James Brown left the bulk of his fortune to**
18 **charity affect your thinking on a criminal plea?**

19 A. No. It would not. I mean, obviously that would
20 be a victim, as well, but we're going to seek the
21 same recovery regardless of the victim.

22 **Q. Good. Then keep going with your documents. Thank**
23 **you.**

24 A. Sure. All right. The next document is just out
25 of abundance of caution, I pulled this one. This

1 whether or not it was still open, although we
2 still wanted the court to tell us about that. So,
3 given that, I then made essentially two arguments
4 that: A. clarifies to whether or not it's still
5 open, and B. if it's open, please -- you know,
6 reconsider --

7 **Q. Reopen.**

8 A. -- and which we filed a timely motion to
9 reconsider based on the fact that the Victims'
10 Rights Act provides that the court needs to hear
11 any victim impact statement prior to finalizing
12 that particular determination.

13 **Q. Let me ask you that. Did you ever see an e-mail**
14 **that to Adele Pope sent to Robbie McNair on the**
15 **morning of the plea hearing?**

16 A. I did not receive that and I think that document
17 is in here. I did not receive that until -- and
18 this is the e-mail in here that's from Sonny Jones
19 to me on July 5, 2012. I forget how this arose,
20 but -- and it may be -- and I forget how it arose.
21 As I recall, maybe there were some article that
22 was written in the Orangeburg newspaper or
23 something like that, but for whatever reason, I
24 was never advised of that and then I guess that
25 you forwarded this on to Sonny, and then he -- he

1 forwarded it onto me, but I was unaware of this
2 until July 5, 2012, so.

3 **Q. So, Mr. McNair -- you didn't discussed it with**
4 **Mr. McNair?**

5 A. No.

6 **Q. That's fine.**

7 A. And, in fact, never discussed it with Robbie to my
8 recollection.

9 **Q. That's fine.**

10 A. Okay. So the next document is the response from
11 Greg Harris and Sherri Lydon related to the motion
12 that I filed, an amendment seeking clarification
13 or restitution. That document is dated -- excuse
14 me -- November 11, 2011.

15 The next document is my reply to their
16 response. Unfortunately, this an unsigned
17 version, but this was in fact filed and this is
18 dated November 17, 2011. And then they did a
19 response to my reply, which was November 22,
20 2011, at which point I think Judge James said
21 I've got enough. No more filings and I'll set
22 a hearing.

23 **Q. All right. Then, keep going. You're helping me.**

24 A. Sure.

25 **Q. Thank you.**

1 A. Obviously, some period of time passed and then
2 Judge James scheduled a hearing on the matter.
3 And that hearing, as you can see from the next
4 document, was on March 12, 2012. On Sunday,
5 March 11, 2012, I received this e-mail that was
6 addressed to me, as well as David Cannon's defense
7 attorneys, Greg Harris and Sherri Lydon, in which
8 he had, sort of, a -- I guess it's two pages --
9 statement of his recollections regarding the --
10 what had occurred on the date of the plea.

11 **Q. Did he state rather clearly that he had advised**
12 **Mr. Bauknight and certain others about the plea**
13 **hearing and that their election not to come was**
14 **their election?**

15 A. I think the document speaks for itself. If
16 there's a particular passage you'd like me to
17 comment on, I'll be glad to. But my general
18 recollection was that Robbie told me that he had
19 advised I believe Freddie Kingsmore and Russell
20 Bauknight of the plea, that he had told them that
21 it was a delicate situation and that if there were
22 a bunch of the civil folks there, that it
23 potentially could blow the plea up, and that --
24 you know, and so he just made them aware of that
25 particular, that it could have a negative effect

1 earlier than that, but it was sometime -- sometime
2 in the months prior to the actual plea taking
3 place. It did not look like the case was going to
4 be resolved by plea and I was asked if I was
5 willing to assist.

6 **Q. Did you learn during 2011 that David Cannon had**
7 **been named as a witness by the Plaintiffs in a**
8 **case pending in -- a civil case pending in**
9 **Richland County in which the Attorney General was**
10 **a plaintiff?**

11 A. No.

12 **Q. Have you ever known that?**

13 A. I -- I am not that familiar with all the civil
14 litigation. I've never been involved in any of
15 the discussions regarding or -- or its conduct and
16 so, again, reading much of this was -- was news to
17 me. And I -- whether I knew that -- I guess I
18 could've -- would've assumed that he may have some
19 relevance in the pending civil litigation, but I
20 knew that there were various -- various actions
21 that have been filed and I couldn't list them all
22 off. I knew that -- I ultimately became aware
23 after the plea that this action -- your action --
24 was one of those out there, but as far as the
25 various actions, I couldn't -- couldn't tell you.

LAST WILL
OF
JAMES BROWN

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Law Offices of H. Dewain Herring, LLC
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**LAST WILL AND TESTAMENT
OF
JAMES BROWN**

Introductory Clause

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Pour-Over Gift to Trustee of Testator's Inter Vivos Trust

ITEM III

Alternate Provision to Incorporate Trust by Reference if Pour-Over is Invalid

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**Naming the Personal Representative, Personal Representative Succession, Personal
Representative's Fees and Other Matters
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ITEM X

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**LAST WILL AND TESTAMENT
OF
JAMES BROWN**

Introductory Clause. I, *James Brown*, also known as "*The Godfather of Soul*", a resident of and domiciled in the Community of Beech Island, County of Aiken and State of South Carolina, do hereby make, publish and declare this to be my Last Will and Testament, hereby revoking all Wills and Codicils at any time heretofore made by me.

I have six living children: *Deanna J. Brown Thomas; Yamma N. Brown; Vanisha Brown; Daryl J. Brown; Larry Brown; and Terry Brown*. These named children and any of their legitimate issue who shall also be lineage issue of mine shall be the entire class that I acknowledge to be my heirs and issue. Except as otherwise provided in this Will and corresponding instruments, I have intentionally failed to provide for any other relatives or other persons, whether claiming, or to claim, to be an heir of mine or not. Such failure is intentional and not occasioned by accident or mistake.

ITEM I

General Bequest of Personal and Household Effects With a Mandatory Memorandum. I give and bequeath all my personal and household effects of every kind including but not limited to furniture, appliances, furnishings, pictures, silverware, china, glass, books, jewelry, wearing apparel, boats, automobiles, and other vehicles, and all policies of fire, burglary, property damage, and other insurance on or in connection with the use of this property, as follows:

(1) I may leave written memoranda disposing of certain items of my tangible personal property. Any such item of tangible personal property shall pass according to the terms of such memoranda in existence at the time of my death. If no such written memoranda is found or identified by my Personal Representative within ninety (90) days after my Personal Representative's qualification, it shall be conclusively presumed that there is no such memoranda and any subsequently discovered memoranda shall be ineffective. Any property given and devised to a beneficiary who is not living at the time of my death and for whom no effective alternate provision has been made shall pass according to the provisions of the following paragraph, and not pursuant to any anti-lapse statute.

(2) In default of such memoranda, or to the extent such memoranda do not completely or effectively dispose of such property, I give and bequeath the rest of my personal and household effects of every kind to my children surviving me in approximately equal shares; provided, however, the issue of a deceased child surviving me shall take per stirpes the share their parent would have taken had he or she survived me. If my issue do not agree to the division of the property among themselves, my Personal Representative shall make such division among

them, the decision of my Personal Representative to be in all respects binding upon my issue. If any beneficiary hereunder is a minor, my Personal Representative may distribute such minor's share to such minor or for such minor's use to any person with whom such minor is residing or who has the care or control of such minor without further responsibility and the receipt of the person to whom it is distributed shall be a complete discharge of my Personal Representative. The cost of packing and shipping such property shall be charged against my estate as an expense of administration.

ITEM II

Pour-Over Gift to Trustee of Testator's Inter Vivos Trust. I give, devise and bequeath all the rest, residue and remainder of my property of every kind and description (including lapsed legacies and devises), wherever situate and whether acquired before or after the execution of this Will, to *Alford A. Bradley, Albert H. Dallas, David G. Cannon* as Trustee(s) under that certain Irrevocable Trust Agreement between me as Grantor and *Alford A. Bradley, Albert H. Dallas, David G. Cannon* as Trustee(s) executed prior to or of even date with the execution of this Will. My Trustees shall add the property bequeathed and devised by this Item to the principal of the above Trust and shall hold, administer and distribute the property in accordance with the provisions of the Irrevocable Trust Agreement including any amendments made solely by the Trustee(s), if any had to be made to carry out the terms of said Trust.

ITEM III

Alternate Provision to Incorporate Trust by Reference if Pour-Over is Invalid. In the event for any reason the bequest and devise above is ineffective and invalid, then I hereby give, devise and bequeath the rest, residue and remainder of my property of every kind and description (including lapsed legacies and devises), wherever situate and whether acquired before or after the execution of this Will, to *Alford A. Bradley, Albert H. Dallas, David G. Cannon* as Trustee(s) to be held, administered and distributed in accordance with the provisions of that certain Trust Agreement between me as Grantor and *Alford A. Bradley, Albert H. Dallas, David G. Cannon* as Trustee(s) executed prior to or of even date with the execution of this Will, which Irrevocable Trust Agreement is hereby incorporated by reference and made a part hereof the same as if the entire Trust Agreement were set forth herein, including any amendments thereto made solely by the Trustee(s), if any had to be made to carry out the terms of said Trust.

ITEM IV

Naming the Personal Representative, Personal Representative Succession, Personal Representative's Fees and Other Matters. The provisions for naming the Personal Representative, Personal Representative succession, Personal Representative's fees and other matters are set forth below:

(1) **Naming Individuals as Personal Representative.** I hereby nominate, constitute and appoint as Personal Representatives of this my Last Will and Testament *Alford A. Bradley, Albert H. Dallas, David G. Cannon*, and direct that they shall serve without bond.

(2) **Individual Personal Representatives Succession.** If any of the three (3) individual Personal Representative should fail to qualify as Personal Representative hereunder, dies, or for any reason should cease to act in such capacity, the remaining Personal Representative(s) shall continue to serve and shall elect and/or appoint another Representative so that at all times there are three (3) individual Personal Representative(s) serving. If the Personal Representatives are unable to come to such agreement as to a successor then they are obligated to seek the advise of the Advisory Board Members set out in that certain Advisory Board document signed and dated of even date with this Will, if there is a then recognized Board in effect. If the Advisory Board is unable to persuade the remaining Personal Representative(s) to reach an election or appointment, then, absent an agreement the court having jurisdiction over this Will shall then appoint the remaining individual Personal Representative who shall also serve without bond.

(3) **Fee Schedule for Individual Personal Representative.** For its services as Personal Representative, the individual Personal Representative shall receive reasonable compensation for the services rendered and reimbursement for reasonable expenses.

(4) **Personal Representative Voting Rights.** If there is more than one Personal Representative serving, then the vote of the Personal Representatives for any action hereunder must be by majority action of the Personal Representatives.

ITEM V

Definition of Personal Representative. Whenever the word "Personal Representative" or any modifying or substituted pronoun therefor is used in this my Will, such words and respective pronouns shall include both the singular and the plural, the masculine, feminine and neuter gender thereof, and shall apply equally to the Personal Representative named herein and to any successor or substitute Personal Representative acting hereunder, and such successor or substitute Personal Representative shall possess all the rights, powers and duties, authority and responsibility conferred upon the Personal Representative originally named herein.

ITEM VI

Powers for Personal Representative. By way of illustration and not of limitation and in addition to any inherent, implied or statutory powers granted to Personal Representatives generally, my Personal Representative is specifically authorized and empowered with respect to any property, real or personal, at any time held under any provision of this my Will: to allot, allocate between principal and income, assign, borrow, buy, care for, collect, compromise claims, contract with respect to, continue any business of mine, convey, convert, deal with, dispose of, enter into, exchange, hold, improve, incorporate any business of mine, invest, lease, loan, manage, mortgage, grant and exercise options with respect to, take possession of, pledge, receive, release, repair, sell, sue for, to make distributions or divisions in cash or in kind or partly in each without regard to the income tax basis of such asset, and in general, to exercise all the powers in the management of my Estate which any individual could exercise in the management of similar property owned in his or her own right, upon such terms and conditions as to my Personal Representative may seem best, and to execute and deliver any and all instruments and to do all acts which my Personal Representative may deem proper or necessary to carry out the purposes of this my Will, without being limited in any way by the specific grants of power made, and without the necessity of a court order.

ITEM VII

Definition of Words Relating to the Internal Revenue Code. As used herein, the words "gross estate," "adjusted gross estate," "taxable estate," "unified credit," "state death tax credit," "maximum marital deduction," "marital deduction," "pass," and any other word or words which from the context in which it or they are used refer to the Internal Revenue Code shall have the same meaning as such words have for the purposes of applying the Internal Revenue Code to my estate. For purposes of this Will, my "available generation-skipping transfer exemption" means the generation-skipping transfer tax exemption provided in section 2631 of the Internal Revenue Code of 1986, as amended, in effect at the time of my death reduced by the aggregate of (1) the amount, if any, of my exemption allocated to lifetime transfers of mine by me or by operation of law, and (2) the amount, if any, I have specifically allocated to other property of my gross estate for federal estate tax purposes. For purposes of this Will if at the time of my death I have made gifts with an inclusion ratio of greater than zero for which the gift tax return due date has not expired (including extensions) and I have not yet filed a return, it shall be deemed that my generation-skipping transfer exemption has been allocated to these transfers to the extent necessary (and possible) to exempt the transfer(s) from generation-skipping transfer tax. Reference to sections of the Internal Revenue Code and to the Internal Revenue Code shall refer to the Internal Revenue Code amended to the date of my death.

ITEM VIII

Statement by Testator of Intent Not to Exercise Power of Appointment. I hereby refrain from exercising any power of appointment that I may have at the time of my death.

ITEM IX

Severability and State Law to Govern. If any part of this Will shall be invalid, illegal or inoperative for any reason, it is my intention that the remaining parts, so far as possible and reasonable, shall be effective and fully operative. Regardless of the situs of execution of this Will, it is acknowledged that it is deemed to have been executed in conformity with and shall be construed, regulated and governed by and in accordance with the laws of the State of South Carolina.

ITEM X

Provisions as to any Contest of My Estate Plan. Should any beneficiary under this Will or my Irrevocable Trust, and as amended, dated prior to or of even date with this Will and as referred to herein, become an adverse party in a proceeding for the probate of my Will or in any manner contest the validity of my Irrevocable Trust, such beneficiary shall forfeit his or her entire interest thereunder and such interest shall pass to such other beneficiaries as would be entitled to take as if such beneficiary predeceased me. Furthermore, any person not provided for in this Will, my Irrevocable Trust or other such instrument, whether or not claiming to be a beneficiary or party in interest, shall not have standing or be qualified to contest, claim an interest in or otherwise dispute the disposition of my estate, as I herewith disclaim and disinherit any such persons. Any such alleged claim shall be considered an affront to my wishes and shall be challenged as such by my fiduciaries.

**END OF PAGE
SEE NEXT PAGE FOR EXECUTION**

Testimonium, Attestation and Self-Proving Affidavit. I, James Brown, the Testator, sign my name to this instrument this 1 day of AUGUST, 2000, and being first duly sworn, do hereby declare to the undersigned authority that I sign and execute this instrument as my Last Will and that I sign it willingly (or willingly direct another to sign for me), that I execute it as my free and voluntary act for the purposes therein expressed, and that I am eighteen years of age or older, of sound mind (with the capacity to understand the nature of my act, to know my property, and to remember and recollect the natural objects of my bounty), and under no constraint or undue influence.

[Signature] (Seal)
James Brown, Testator

We, the witnesses, sign our names to this instrument, being first duly sworn, and do hereby declare to the undersigned authority that the Testator signs and executes this instrument as his last will and that he signs it willingly (or willingly directs another to sign for him), and that each of us, in the presence and hearing of the Testator, and in the presence of each other, hereby signs this will as witness to the Testator's signing, and that to the best of our knowledge the Testator is eighteen years of age or older, of sound mind (with the capacity to understand the nature of his act, to know his property, and to remember and recollect the natural objects of his bounty), and under no constraint or undue influence.

[Signature] (Seal)
(Witness)
[Signature] (Seal)
(Witness)

The State of South Carolina
G. EGARTY
County of Richmond)
Richmond)

Probate

Subscribed, sworn to, and acknowledged before me by James Brown, the Testator, and subscribed and sworn to before me by the above signed witnesses, this 1st day of August, 2000.

[Signature] (Seal)
Notary Public for SC

My Commission Expires: 3/17/2000

**IRREVOCABLE TRUST AGREEMENT
OF
*JAMES BROWN***

H. Dewain Herring, Esquire
Law Offices of H. Dewain Herring, LLC
3612 Landmark Dr., Suite A
Columbia, South Carolina 29204

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IRREVOCABLE TRUST AGREEMENT

Introductory Clause. This Agreement made between *James Brown*, also known as "The Godfather of Soul", hereinafter referred to as the Grantor and *Alford A. Bradley, Albert H. Dallas, David G. Cannon* hereinafter referred to singularly and/or collectively as the Trustee(s). For and in consideration of the mutual covenants and promises set forth herein Grantor and Trustee(s) agree:

ARTICLE I

Grantor transfers and delivers to Trustee(s), in trust, the property described in Schedule A, B and/or C attached and incorporated by this reference. Receipt of the property is acknowledged by Trustee(s). The property, and any other property subject to this trust, shall constitute the trust estate, and shall be held in trust for the uses and purposes expressed in this trust agreement and shall be subject to the conditions provided in this instrument.

ARTICLE II

This trust shall be irrevocable. Grantor waives the right and the power to alter, amend, revoke, or terminate the trust or any of the terms of this trust agreement. Grantor renounces any power to determine or control, by alteration, amendment, revocation, termination, or otherwise, the beneficial enjoyment of the principal or income of the trust. Grantor renounces any interest in the income or principal of the trust estate, whether vested or contingent, including any reversionary interest or possibility of reverter.

ARTICLE III

Grantor and any other person shall have the right at any time to add property acceptable to Trustee(s) to this trust. The property, when received and accepted by Trustee(s), shall become part of the trust estate.

ARTICLE IV

The Trustee(s) shall hold, manage, invest and reinvest the Trust Property, shall collect and receive the income from it and, after deducting all necessary expenses incident and as allowed herein for administration of this Trust, shall dispose of the income and principal as follows:

At anytime and from time to time Trustee(s) may distribute to or for the benefit of any beneficiary so much of the principal and income of the Trust as Trustee(s) shall determine in Trustee(s)'s absolute and sole discretion. The income not so distributed shall be accumulated and added to the principal of the Trust.

Payments made to or for beneficiaries pursuant to this section need not be equal and shall be made in the Trustee(s)'s absolute and sole discretion.

Payments may be made currently and during the life of the Grantor:

- To or for the benefit of the Grantor during his life
- To or for the benefit of the Beneficiaries of the Brown Family Education Trust pursuant to its terms as set out
- To or for the benefit of the Beneficiaries of the James Brown "I Feel Good" Trust pursuant to its terms as set out.

Upon the death of the Grantor all principal and undistributed income of this Trust shall at that time be consolidated, distributed and paid over to the Trustee(s) of the Brown Family Education Trust and the Trustee(s) of The James Brown "I Feel Good" Trust and shall continue to be administered as therein set out.

ARTICLE V

Continuance of *The Brown Family Education Trust* and *The James Brown "I Feel Good" Trust*. Upon the death of the Grantor, the Trustee shall divide the remaining Trust Estate (which shall include any property which may be added from the Grantor's general estate) into Two (2) separate shares, hereinafter designated as "*The Brown Family Education Trust*" and "*The James Brown "I Feel Good" Trust*." The two shares shall be equal, subject only to the limitation imposed on *The Brown Family Education Trust* by the maximum available generation-skipping transfer exemption as computed by the following formula. *The Brown Family Education Trust* shall be a fraction of the Trust Estate (undiminished by estate, inheritance, succession, death or similar taxes), the numerator of which shall be an amount equal to the Grantor's available generation-skipping transfer exemption as hereafter defined and the denominator shall be an amount equal to the value of the Trust Estate. For purposes of establishing such fraction the values as finally determined in the Grantor's federal estate tax proceedings shall be used. The Grantor recognizes that the numerator of such fraction may be zero, in which case no property shall be distributed under this paragraph to *The Brown Family Education Trust*. The Grantor also recognizes that the numerator of such fraction may be equal to or greater than the denominator, in which case the entire Trust Estate shall be distributed to *The Brown Family Education Trust*.

The James Brown "I Feel Good" Trust shall be the balance of the Trust Estate.

The Brown Family Education Trust and *The James Brown "I Feel Good" Trust* shall be administered as hereinafter set forth.

ARTICLE VI

The Brown Family Education Trust Introductory Provision. ***The Brown Family Education Trust*** shall be held, administered and distributed as follows:

(1) **Division Into Shares:** Upon the death of the Grantor, the Trustee shall divide this Trust as then constituted into equal separate shares so as to provide one (1) share for each then living grandchild, who has not reached the age of Thirty-Five (35), of the Grantor. Each share shall be distributed or retained in trust as hereinafter provided.

(2) **Income/Discretionary Invasion of Principal.** Net income from each share so provided for above shall be paid to or applied for the benefit of such grandchild for that grandchild's education and related education expenses until complete distribution of the share as herein provided. Any income not so paid or applied shall be accumulated and added to principal for that share. In addition to income, the Trustee may pay to or apply for the benefit of such grandchild such sums from the principal of his or her share as in its sole discretion shall be necessary or desirable from time to time for his or her education, taking into consideration to the extent the Trustee deems advisable, any other income or resources of such grandchild known to the Trustee. My intent is to provide for any and all primary, secondary and post-secondary education, whether grade school, middle school, high school, vocational training, college or post-graduate education, or professional schooling, for each grandchild as can best encourage and allow each grandchild to reach his or her full potential. This directive shall include, but not necessarily be limited to, public, private, parochial, denominational and/or any government schooling and educational opportunities.

(3) **Distribution of Shares and Termination of Trust.** After division into shares for the Grantor's grandchildren, upon each grandchild of the Grantor attaining the age of Thirty-five (35) years, or death, whichever first occurs, and prior to complete distribution of his or her share, the undistributed balance of such named grandchild's share shall be added to ***The James Brown "I Feel Good" Trust*** and shall thereafter be administered and distributed according to its terms. When no grandchild is living who is under the age of Thirty-five (35) years, ***The Brown Family Education Trust*** shall terminate, and all accumulated income and principal shall be paid over and added to ***The James Brown "I Feel Good" Trust*** and shall thereafter be administered and distributed according to its terms.

ARTICLE VII

The James Brown "I Feel Good" Trust Introductory Provision. ***The James Brown "I Feel Good" Trust*** shall be held, administered and distributed as follows:

(1) **Purpose of *The James Brown "I Feel Good" Trust*.** It is my intent that the net income and such portions of principal of this Trust as determined by my Trustees in their sole and absolute discretion, shall be used solely for the tuition, educational expenses, and financial

assistance of and for poor and financially needy children, youth, or young adults (Who are both qualified and deserving) who seek and have need of such assistance to obtain and further their education at the many educational entities and/or institutions available in the States of South Carolina and Georgia. My Trustee(s) may, upon their discretion, include any of my heirs and issue herein defined for purposes of fulfilling the terms of this Trust.

My Trustee(s) shall exercise their sole and absolute discretion in making the decisions necessary to fulfill the terms and directives of this Trust. The Trustee(s) are however, directed to make payment directly to such educational entities and/or institutions. All entities and/or institutions shall qualify as bodies corporate, politic or educational under IRS Code 501 (C)(3), 115,117, et seq., status and as amended, or such other same or similar IRS Code and/or Section status as shall achieve tax free income and distribution as I desire that the maximum benefit be for education.

(2) My intent is to provide for any and all primary, secondary, and post-secondary education, whether grade school, middle school, high school, vocational training, college or post-graduate education, or professional schooling, for each of the beneficiaries as can best encourage and allow each of the beneficiaries to reach his or her full potential. This directive shall include, but not necessarily be limited to, public, private, parochial, denominational and/or any government schooling and educational opportunities.

(3) **Discretion to Sell Trust Property.** I authorize and empower my Trustee to sell any portion or all of said property at private or public sale at such price as they deem most advantageous, at such time or times as my Trustee may deem advisable in its discretion, and to execute good and sufficient deeds and other instruments necessary or proper to convey and transfer the same to the purchasers, who shall not be bound to see to the application of the purchase money. I direct that my Trustee shall convert the assets of this Trust to income producing assets within such reasonable time as in my Trustee's sole discretion, it shall determine is most advantageous to carry out my intent and the purposes of this Trust.

(4) **Trustee must not Engage in Self-dealing.** My Trustee is prohibited from engaging in any act of self-dealing as defined in Section 4941(d) of the Internal Revenue Code of 1986, from retaining any excess business holding as defined in Section 4943© of the Internal Revenue Code of 1986, from making any investments which would subject the Trust to tax under Section 4944 of the Internal Revenue Code of 1986, and from making any taxable expenditures as defined in Section 4945(d) of the Internal Revenue Code of 1986. My Trustee shall make distributions at such time and in such manner as to not subject the Trust to tax under Section 4942 of the Internal Revenue Code of 1986.

(5) **Trustee must not distribute as to incur taxes upon this Trust.** All principal held and distributions made as described herein shall be for such entities, organizations, funds, as shall qualify under such provisions of the Internal Revenue Code, and as amended so that such principal and distributions are exempt from payment of taxes.

(6) **Power of Amendment.** The Trustee(s) shall have the power to amend the Trust in any manner required for the sole purpose of ensuring that the Trust qualifies and continues to qualify as an exempt entity in compliance with the Internal Revenue Code, and as amended.

ARTICLE VIII

Trustee Succession, Trustee's Fees and Other Matters. The provisions for naming the Trustee, Trustee succession, Trustee's fees and other matters are set forth below:

(1) **Individual Trustees Succession.** If any of the three (3) individual Trustee should fail to qualify as Trustee hereunder, dies, or for any reason should cease to act in such capacity, the remaining Trustee(s) shall continue to serve and shall elect and/or appoint another Trustee so that at all times there are three (3) individual Trustee(s) serving. The notice and election provisions of Article XIII, Powers of Trustee(s) Succession shall be followed.

(2) No Trustee(s) or Successor Trustee(s) shall be required to give any bond or other security.

(3) **Fee Schedule for Individual Trustee.** For its services as Trustee(s), the Trustee(s) shall receive reasonable compensation for the services rendered and reimbursement for reasonable expenses.

(4) **Trustee Voting Rights.** If there is more than one Trustee serving, then the vote of the Trustees for any action hereunder must be by majority action of the Trustees.

(5) **Limitations on Trustees.** No person who at any time is acting as Trustee hereunder shall have any power or obligation to participate in any discretionary authority which has been given to the Trustee so as to pay principal or income to such person, or for his or her benefit or in relief of his or her legal obligations.

(6) **Advisory Board.** There shall exist an Advisory Board of three (3) initial members. This Board shall confer with and advise the Trustee(s) in such a manner as would be consistent with Grantors objectives for this Trust. The Trustee(s) may consider, but are not obligated to follow advisories as propounded by the Advisory Board. The Initial Members shall be designated in/or by a separate writing, reference thereto being craved and to be given effect as if such Advisory Board Members were set forth herein.

ARTICLE IX

Definition of Trustee. Whenever the word "Trustee" or any modifying or substituted pronoun therefor is used in this Trust, such words and respective pronouns shall include both the singular and the plural, the masculine, feminine and neuter gender thereof, and shall apply equally to the Trustee named herein and to any successor or substitute Trustee acting hereunder, and such successor or substitute Trustee shall have all the rights, powers and duties, authority and responsibility conferred upon the Trustee originally named herein.

ARTICLE X

Powers for Trustee. The Trustee is authorized in its fiduciary discretion (which shall be subject to the standard of reasonableness and good faith to all beneficiaries) with respect to any property, real or personal, at any time held under any provision of this Trust Agreement and without authorization by any court and in addition to any other rights, powers, authority and privileges granted by any other provision of this Trust Agreement or by statute or general rules of law:

(1) The Trustee(s) shall have the power to distribute the income or principal or both of the Trust Estate to or for the benefit of all or any one or more of the Beneficiaries as the Trustee(s) may in their sole and absolute discretion think fit, provided that no such power may be exercised to violate any applicable rule against perpetuities.

It is Grantor's intention to hereby create a discretionary trust and, except as otherwise provided herein, no Beneficiary hereunder has any ascertainable right, title, or interest to any portion of the Trust Estate, whether determined actuarially or otherwise; and the Trustee(s) have the discretion to completely withhold distributions from any one Beneficiary.

(2) The stated intent(s) of this Trust Agreement and various Trust(s) established or to be established does not prevent my Trustee(s) from making or directing an allocation of up to 50% of the gross income from this Trust for the payment of administrative and managerial expenses incurred on behalf of this Trust as in the sole discretion of my Trustee may be advisable.

(3) To retain in the form received any property or undivided interests in property donated to, or otherwise acquired as a part of the Trust Estate, including residential property and shares of the Trustee's own stock, regardless of any lack of diversification, risk or non-productivity, as long as it deems advisable, and to exchange any such security or property for other securities or properties and to retain such items received in exchange, although such property represents a large percentage of the total property of the Trust Estate or even the entirety thereof.

(4) To invest and reinvest all or any part of the Trust Estate in any property and undivided interests in property, wherever located, including bonds, debentures, notes, secured or unsecured, stocks of corporations regardless of class, interests in limited partnerships, real estate or any interest in real estate whether or not productive at the time of investment, interests in trusts, investment trusts, whether of the open and/or closed fund types, and participation in common, collective or pooled trust funds of the Trustee's Agents, if any, insurance contracts on the life of any beneficiary or annuity contracts for any beneficiary, without being limited by any statute or rule of law concerning investments by fiduciaries.

(5) To sell or dispose of or grant options to purchase any property, real or personal, constituting a part of the Trust Estate, for cash or upon credit, to exchange any property of the Trust Estate for other property, at such times and upon such terms and conditions as it may deem best, and no person dealing with it shall be bound to see to the application of any monies paid.

(6) To hold any securities or other property in its own name as Trustee, in its own name, in the name of a nominee (with or without disclosure of any fiduciary relationship) or in bearer form.

(7) To keep, at any time and from time to time, all or any portion of the Trust Estate in cash and uninvested for such period or periods of time as it may deem advisable, without liability for any loss in income by reason thereof.

(8) To sell or exercise stock subscription or conversion rights.

(9) To refrain from voting or to vote shares of stock which are a part of the Trust Estate at shareholders' meetings in person or by special, limited, or general proxy and in general to exercise all the rights, powers and privileges of an owner in respect to any securities constituting a part of the Trust Estate.

(10) To participate in any plan of reorganization or consolidation or merger involving any company or companies whose stock or other securities shall be part of the Trust Estate, and to deposit such stock or other securities under any plan of reorganization or with any protective committee and to delegate to such committee discretionary power with relation thereto, to pay a proportionate part of the expenses of such committee and any assessments levied under any such plan, to accept and retain new securities received by the Trustee pursuant to any such plan, to exercise all conversion, subscription, voting and other rights, of whatsoever nature pertaining to such property, and to pay any amount or amounts of money as it may deem advisable in connection therewith.

(11) To borrow money and to encumber, mortgage or pledge any asset of the Trust Estate for a term within or extending beyond the term of the trust, in connection with the exercise of any power vested in the Trustee.

(12) To enter for any purpose into a lease as lessor or lessee with or without option to purchase or renew for a term within or extending beyond the term of the trust.

(13) To subdivide, develop, or dedicate real property to public use or to make or obtain the vacation of plats and adjust boundaries, to adjust differences in valuation on exchange or partition by giving or receiving consideration, and to dedicate easements to public use without consideration.

(14) To make ordinary or extraordinary repairs or alterations in buildings or other structures, to demolish any improvements, to raze existing or erect new party walls or buildings.

(15) To continue and operate any business owned by the Grantor at the Grantor's death and to do any and all things deemed needful or appropriate by the Trustee, including the power to incorporate the business and to put additional capital into the business, for such time as it shall deem advisable, without liability for loss resulting from the continuance or operation of the business except for its own negligence; and to close out, liquidate or sell the business at such time and upon such terms as it shall deem best.

(16) To collect, receive, and receipt for rents, issues, profits, and income of the Trust Estate.

(17) To insure the assets of the Trust Estate against damage or loss and the Trustee against liability with respect to third persons.

(18) In buying and selling assets, in lending and borrowing money, and in all other transactions, irrespective of the occupancy by the same person of dual positions, to deal with itself in its separate, or any fiduciary capacity.

(19) To compromise, adjust, mediate, arbitrate, sue on or defend, abandon, or otherwise deal with and settle claims in favor of or against the Trust Estate as the Trustee shall deem best.

(20) To employ and compensate agents, consultants, accountants, investment advisers, brokers, attorneys-in-fact, attorneys-at-law, tax specialists, realtors, and other assistants and advisors deemed by the Trustee needful for the proper and successful administration and investment of the Trust Estate, and to do so without liability for any neglect, omission, misconduct, or default of any such agent or professional representative provided such person was selected and retained with reasonable care.

(21) To determine what shall be fairly and equitably charged or credited to income and what to principal.

(22) To hold and retain the principal of the Trust Estate undivided until actual division shall become necessary in order to make distributions; to hold, manage, invest, and account for the several shares or parts thereof by appropriate entries on the Trustee's books of account; and to allocate to each share or part of share its proportionate part of all receipts and expenses; provided, however, the carrying of several trusts as one shall not defer the vesting in title or in possession of any share or part of share thereof.

(23) To make payment in cash or in kind, or partly in cash and partly in kind upon any division or distribution of the Trust Estate (including the satisfaction of any pecuniary distribution) without regard to the income tax basis of any specific property allocated to any beneficiary and to value and appraise any asset and to distribute such asset in kind at its appraised value; and when dividing fractional interests in property among several beneficiaries to allocate entire interests in some property to one beneficiary and entire interests in other property to another beneficiary or beneficiaries.

(24) In general, to exercise all powers in the management of the Trust Estate which any individual could exercise in his or her own right, upon such terms and conditions as it may reasonably deem best, and to do all acts which it may deem reasonably necessary or proper to carry out the purposes of this Trust Agreement.

(25) To purchase property, real or personal, from the Grantor's general estate upon such terms and conditions as to price and terms of payment as the Grantor's personal representatives and the Trustee shall agree, to hold the property so purchased as a part of the Trust Estate although it may not qualify as an authorized trust investment except for this provision, and to dispose of such property as and when the Trustee shall deem advisable. The fact that the Grantor's personal representatives and the Trustee are the same shall in no way affect the validity of this provision.

(26) To lend funds to the Grantor's general estate upon such terms and conditions as to interest rates, maturities, and security as the Grantor's personal representatives and the Trustee shall agree, the fact that they may be the same in no way affecting the validity of this provision.

(27) To receive property bequeathed, devised or donated to the Trustee by the Grantor or any other person; to receive the proceeds of any insurance policy which names the Trustee as beneficiary; to execute all necessary receipts and releases to Personal Representatives, donors, insurance companies and other parties adding property to the Trust Estate.

(28) To combine assets of two or more trusts if the provisions and terms of each trust are substantially identical, and to administer them as a single trust, if the Trustee reasonably determines that the administration as a single trust is consistent with the Grantor's intent, and facilitates the trust's administration without defeating or impairing the interests of the beneficiaries.

(29) To divide any trust into separate shares or separate trusts or to create separate trusts if the Trustee reasonably deems it appropriate and the division or creation is consistent with the Grantor's intent, and facilitates the trust's administration without defeating or impairing the interests of the beneficiaries.

(30) To divide property in any trust being held hereunder with an inclusion ratio, as defined in section 2642(a)(1) of the Internal Revenue Code of 1986, as from time to time amended or under similar future legislation, of neither one nor zero into two separate trusts representing two fractional shares of the property being divided, one to have an inclusion ratio of one and the other to have an inclusion ratio of zero, to create trusts to receive property with an inclusion ratio of either one or zero and if this cannot be done to refuse to accept property which does not have a matching inclusion ratio to the receiving trust's ratio, all as the Trustee in its sole discretion deems best.

(31) If the Trustee shall act as the Personal Representative of the Grantor's estate, to elect to allocate any portion or all the Grantor's generation-skipping transfer exemption provided for in Code section 2631 or under similar future legislation, in effect at the time of the Grantor's death, to any portion or all of any other trusts or bequests in the Grantor's Will or any other transfer which the Grantor is the transferor for purposes of the generation-skipping tax. Generally, the Grantor anticipates that the Grantor's Personal Representative will elect to allocate this exemption first to direct skips as defined in Code section 2612, then to *The Brown Family Education Trust*, unless it would be inadvisable based on all the circumstances at the time of making the allocation; and to make the special election under section 2652(a)(3) of the Code to the extent the Grantor's Personal Representative deems in the best interest of the Grantor's estate.

(32) The Trustee(s) may acquire on behalf of the beneficiaries, such public support and government funds for which the beneficiary shall qualify; and if such sources of moneys are obtained, the Trustee(s) shall maintain, spend, and account for such funds separately from other trust funds and not commingle such funds with other funds of the trust.

ARTICLE XI

Provision for Trustee to Act as Trustee for Beneficiary Under Age Twenty-One. In case any share hereunder becomes distributable to a beneficiary who has not attained the age of Twenty-one (21), such share shall immediately vest in the beneficiary, but notwithstanding the provisions herein, the Trustee shall retain possession of the share in trust for the beneficiary until the beneficiary attains the age of Twenty-one (21), using so much of the net income and principal of the share as the Trustee deems necessary to provide for the education of the beneficiary, taking into consideration to the extent the Trustee deems advisable any other income or resources of the beneficiary or his or her parents known to the Trustee. Any income not so paid or applied shall

be accumulated and added to principal. The beneficiary's share shall be paid over and distributed to the beneficiary upon attaining age Twenty-one (21), or if he or she shall sooner die, to his or her personal representatives. The Trustee shall have with respect to each share so retained all the powers and discretions it had with respect to the trusts created herein generally.

ARTICLE XII

Trustee's Discretion in Making Payments to a Person Under Age Twenty-One, Incompetent, or Incapacitated Person. In case the income or principal payment under any trust created hereunder or any share thereof shall become payable to a person under the age of Twenty-one (21), or to a person under legal disability, or to a person not adjudicated incompetent, but who, by reason of illness or mental or physical disability, is, in the opinion of the Trustee unable properly to administer such amounts, then such amounts shall be paid out by the Trustee in such of the following ways as the Trustee deems best: (1) directly to the beneficiary; (2) to the legally appointed guardian of the beneficiary; (3) to some relative or friend for the education of the beneficiary; (4) by the Trustee using such amounts directly for the beneficiary's care, support and education; (5) to a custodian for the beneficiary under the Uniform Gifts or Transfers to Minors Act.

ARTICLE XIII

Power of Trustee(s) Successions. Any Trustee may resign this trusteeship during his lifetime by giving the then remaining Trustee(s) Thirty (30) days notice in writing delivered to the Trustee(s) in person or mailed to the Trustee(s) last known address, the resignation to become effective as hereinafter provided. Upon receipt of such notice, or the death of a Trustee(s), the Trustee(s) shall appoint a successor Trustee. Upon the failure of the Trustee(s) to appoint a successor Trustee who accepts the trust within Sixty (60) days from the time notice was delivered in person or mailed to the Trustee(s), or date of death, the Trustee's successor shall be determined by unanimous vote of the advisory board; as then in existence, if at all. Failing such of either voting requirements then the court having jurisdiction over this Trust shall select the then successor Trustee. Upon the appointment of and acceptance by the successor Trustee, the withdrawing Trustee shall pay over, deliver, assign, transfer or convey to such successor Trustee the Trust Estate and make a full and proper accounting to the Successor Trustee, whereupon his resignation shall become effective. The substitute or successor Trustee upon acceptance of this trust and the Trust Estate shall succeed to and have all the rights, powers and duties, authority and responsibility conferred upon the Trustee originally named herein.

ARTICLE XIV

Discretion in Trustee to Terminate Small Trust and Distribute to Income

Beneficiary. If at any time any trust created hereunder has a fair market value as determined by the Trustee of Fifty Thousand (\$50,000.00) Dollars or less, the Trustee, in its absolute discretion if it determines that it is uneconomical to continue such trust, may terminate such trust and distribute the trust property to the person or persons determined or then entitled to receive or have the benefit of the income therefrom or the legal representative of such person. If there is more than one income beneficiary, the Trustee shall make such distribution to such income beneficiaries in the proportion in which they are beneficiaries or if no proportion is designated in equal shares to such beneficiaries.

ARTICLE XV

Definition of Words Relating to the Internal Revenue Code. As used herein, the words "gross estate," "adjusted gross estate," "taxable estate," "unified credit," "state death tax credit," "maximum marital deduction," "marital deduction," "pass," and any other word or words which from the context in which it or they are used refer to the Internal Revenue Code shall have the same meaning as such words have for the purposes of applying the Internal Revenue Code to the Grantor's estate. For purposes of this Trust Agreement, the Grantor's "available generation-skipping transfer exemption" means the generation-skipping transfer tax exemption provided in section 2631 of the Internal Revenue Code of 1986, as amended, in effect at the time of the Grantor's death reduced by the aggregate of (1) the amount, if any, of the Grantor's exemption allocated to lifetime transfers of the Grantor by the Grantor or by operation of law, and (2) the amount, if any, the Grantor has specifically allocated to other property of the Grantor's gross estate for federal estate tax purposes. For purposes of this Trust Agreement if at the time of the Grantor's death the Grantor has made gifts with an inclusion ratio of greater than zero for which the gift tax return due date has not expired (including extensions) and the Grantor has not yet filed a return, it shall be deemed that the Grantor's generation-skipping transfer exemption has been allocated to these transfers to the extent necessary (and possible) to exempt the transfer(s) from generation-skipping transfer tax. Reference to sections of the Internal Revenue Code and to the Internal Revenue Code shall refer to the Internal Revenue Code amended to the date of the Grantor's death.

ARTICLE XVI

Payment of Funeral Expenses and Expenses of Last Illness of Income Beneficiary.

On the death of any person entitled to income or support from any Trust hereunder, the Trustee is authorized to pay the funeral expenses and the expenses of the last illness of such person from the principal of the Trust from which such person was entitled to income or support.

ARTICLE XVII

Personal Trust. The beneficiary of this trust shall have the right to occupy that certain homeplace, improvements and acreage, more particularly described as 430 Douglas Drive, Beech Island, SC 29841 during his entire lifetime.

The rights described herein are personal to the beneficiary; and those rights may not be sold, pledged, assigned, or otherwise alienated by the beneficiary.

ARTICLE XVIII

Beneficiary's Spouse. The Grantor is now not married. It is the Grantor's intention that the trust estate be available only to the beneficiaries and not to be the Grantor's past or future spouse. The Trustee(s) are directed to enforce this provision.

If a court having jurisdiction over this trust issues a valid, legally enforceable order requiring distribution to a past or future spouse, then Grantor requests that such distribution shall be the minimum amount necessary to provide sustenance to said spouse, it being the Grantor's intention that the trust estate not be used to provide said spouse with funds to support said spouse in the manner to which she may be accustomed.

ARTICLE XIX

Severability and State Law to Govern. If any part of this Trust shall be invalid, illegal or inoperative for any reason, it is the Grantor's intention that the remaining parts, so far as possible and reasonable, shall be effective and fully operative. Regardless of the situs of execution of this Trust Agreement and the trusts created hereby, it is acknowledged that it is deemed to have been executed in conformity with and shall be construed, regulated and governed by and in accordance with the laws of the State of South Carolina.

Notwithstanding the foregoing, the Trustees shall have the power, exercisable in their sole and absolute discretion, to declare, by written instrument that this Trust and any and all trusts derived here from shall from the date of such written instrument take effect in accordance with the law of some other state or country in any part of the world which shall be the forum for the administration hereof (but subject to the power conferred by this paragraph and until any further declaration is made hereunder). In selecting a new Controlling Law the Trustee(s) are urged to give special care and attention to the tax and other laws of the applicable jurisdiction so as to most closely implement the Grantor's intentions, including, without limitation, the intention not to pay any unnecessary taxes and to preserve the Trust Estate.

If the Controlling Law of this Trust changes, then the Trustee(s) may by written instrument amend the Trustee's powers and such other provision of this Trust as the Trustees shall consider necessary or desirable to secure that so far as may be possible such trust's powers and provisions shall be as valid and effective under the applicable law

ARTICLE XX

Spendthrift Provision. Except as otherwise provided herein, neither the principal of this trust (or any trust created hereunder) nor the income therefrom while in the hands of the Trustee(s) shall be subject to assignment, alienation, pledge, attachment, execution, or claims of creditors or any beneficiary or beneficiaries whomsoever through legal process, bankruptcy, operation of law, or otherwise. Any attempted sale, assignment, alienation, pledge, or attachment of the principal or income held in this trust (or any trust created hereunder) shall be null and void and shall not be recognized under any circumstances by Trustee(s).

In the event of any attempted sale, assignment, alienation, pledge, attachment, execution, or claim resulting from an act of a beneficiary or beneficiaries, voluntarily, involuntarily, by operation of law, by bankruptcy, or otherwise with respect to the principal or income of the trust, Trustee(s) are authorized to withhold from such beneficiary or beneficiaries all or part of any distribution otherwise payable hereunder to such beneficiary or beneficiaries until such attempted anticipation, voluntary or involuntary transfer, or lien is completely removed, during which time Trustee(s) may apply such distribution, or any part thereof, for the use and benefit of such beneficiary or beneficiaries in such amount or amounts and in such manner as Trustee(s), in Trustee(s)'s sole discretion, may determine.

ARTICLE XXI

Provisions as to any Contest of Grantor's Estate Plan. Should any beneficiary under this Irrevocable Trust or Grantor's Will dated after or of even date with this Trust and as referred to herein, become an adverse party in a proceeding for the probate of Grantor's Will or in any manner contest the validity of Grantor's Irrevocable Trust, such beneficiary shall forfeit his or her entire interest thereunder and such interest shall pass to such other beneficiaries as would be entitled to take as if such beneficiary predeceased Grantor. Furthermore, any person not provided for in this Irrevocable Trust, Grantor's Will or other such instrument, whether or not claiming to be a beneficiary, party in interest, or otherwise shall not have standing or be qualified to contest, claim an interest in or otherwise dispute the disposition of Grantor's estate as he herewith disclaims and disinherits any such person. Any such alleged claim shall be considered an affront to the Grantor's wishes and shall be vigorously challenged as such by his fiduciaries.

ARTICLE XXII

Declaration of Children. I have six living children: *Deanna J. Brown Thomas; Yamma N. Brown; Vanisha Brown; Daryl J. Brown; Larry Brown; and Terry Brown.* These named children and any of their legitimate issue who shall also be lineage issue of mine shall be the entire class that I acknowledge to be my heirs and issue. Except as otherwise provided in this Trust Agreement and corresponding instruments, I have intentionally failed to provide for any other relatives or other persons, whether claiming, or to claim, to be an heir of mine or not. Such failure is intentional and not occasioned by accident or mistake.

END OF PAGE

SEE FOLLOWING PAGE FOR EXECUTION

Trust Agreement of James Brown
e:\6010.1\Irrev trust agreement - FNL2

IN WITNESS WHEREOF, The Grantor and the Trustees have executed this Trust Agreement this 1 day of AUGUST, 2000. The Grantor understands all of its provisions, including the fact that he has conveyed or transferred his interest in the property described in Schedule A, B and/or C to Trustee(s), and the fact that the Trust Agreement has provisions that will govern his interest in the property currently, in the future and on the death of the Grantor. Grantor approves the Agreement and consents that all property originally or later contributed to the Trust shall be held, administered, and distributed as provided in the Trust Agreement, and Grantor agrees to be bound by it.

WITNESSES:

James Brown (Seal)
James Brown, Grantor
Alford A. Bradley (Seal)
Alford A. Bradley, Trustee
Albert H. Dallas (Seal)
Albert H. Dallas, Trustee
David G. Cannon (Seal)
David G. Cannon, Trustee

STATE OF South Carolina
GEORGETOWN)
COUNTY OF Richmond)

ACKNOWLEDGMENTS

I, a Notary Public, within and for the State and County aforesaid, do hereby certify that the foregoing instrument of written Trust Agreement was this day produced to me in the above State and County by James Brown, Grantor, and Alford A. Bradley, Albert H. Dallas, and David G. Cannon, Trustee(s), all being parties hereto and was executed and acknowledged by them to be their free act and voluntary deed and all have the requisite capacity to execute this Trust Agreement.

WITNESS my signature this 1st day of August, 2000.

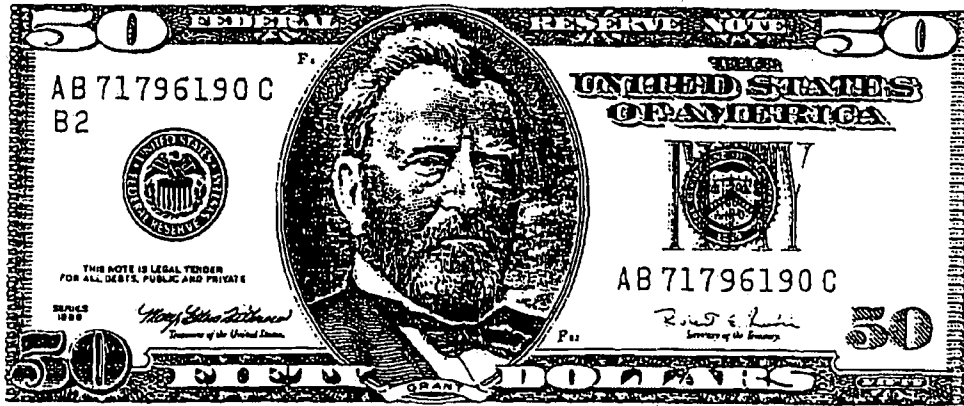
James Brown (Seal)
Signature of Notary Public
HELENE HERRING
Printed Name of Notary Public
Notary Public for: SC

My Commission Expires: 7/17/2010

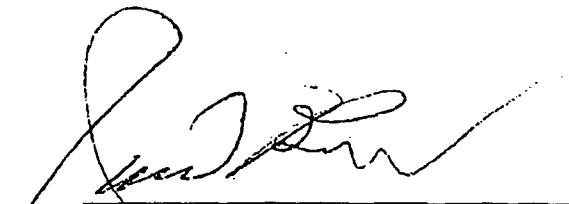
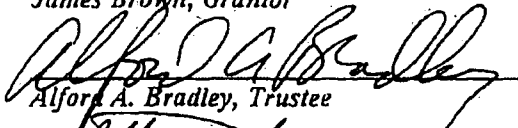
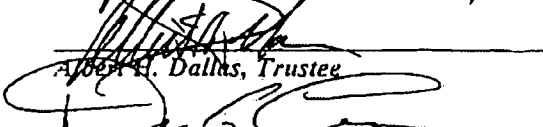
SCHEDULE "A"

Initial Funding

1)



- 2) All ownership interest(s) in James Brown Enterprises, Inc.
- 3) All ownership interest(s) in my primary residence, including all land and improvements located 430 Douglas Drive, Beech Island, SC 29841 together with such other acreage and property within the vicinity. (See Attached Real Estate Description)
- 4) All ownership interest(s) in

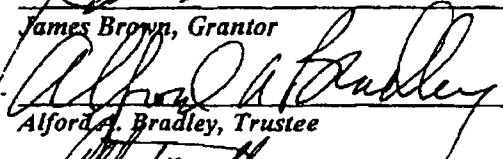

James Brown, Grantor

Alford A. Bradley, Trustee

Albert H. Dallas, Trustee

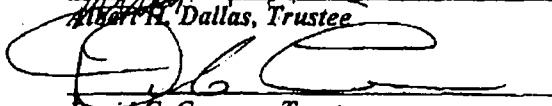
David G. Cannon, Trustee

SCHEDULE "B"

Additional Schedule of Assets
Such assets as may be added (if any)

SCHEDULE "C"
Insurance Policies
(if any)


James Brown, Grantor

Alford A. Bradley, Trustee

Albert H. Dallas, Trustee

David G. Cannon, Trustee

STATE OF SOUTH CAROLINA) AMENDMENTS AND RATIFICATION
) OF AMENDMENTS AND OTHER ACTIONS,
COUNTY OF AIKEN) JAMES BROWN 2000 IRREVOCABLE TRUST

This is an Amendment and Ratification of Amendments and other actions, JAMES BROWN 2000 IRREVOCABLE TRUST, executed on July 28, 2008 by Robert L. Buchanan, Jr. and Adele J. Pope (described herein as the "Trustees").

RECITALS:

WHEREAS, James Brown created an irrevocable Trust dated August 1, 2000 (the "Trust") under which The James Brown "I Feel Good" Trust, a charitable educational Trust, was established at his death; and

WHEREAS, James Brown died on December 25, 2006, leaving a last Will dated August 1, 2000 which devises his residuary estate to the Trust, with the majority to pass, by formula, to the "I Feel Good" Trust; and

WHEREAS, the Will of James Brown also established a new Trust, identical to the Trust, should the devise to the Trust be invalid; and

WHEREAS, the three original Trustees of the Trust, David G. Cannon, Albert H. Dallas and Alfred A. Bradley did not at any time between August 1, 2000 and November 20, 2007 apply for recognition of exemption of the James Brown "I Feel Good" Trust under Section 501(c)(3) of the Internal Revenue Code; and

WHEREAS, on or before November 20, 2007 the original Trustees resigned and the Trustees were duly appointed as Trustees of the Trust and all of its subtrusts, including The James Brown "I Feel Good" Trust, on November 20, 2007; and

WHEREAS, between November 30, 2007 and July 14, 2008 the former Trustees have challenged the authority of the Trustees to act under the Trust, and many Interested Parties have challenged the validity of the Will and the Trust; and

WHEREAS, on July 14, 2008, the Honorable Jasper M. Cureton, Judge, South Carolina Court of Appeals, confirmed the authority of the Trustees to act under the Trust and its subtrusts pending an appeal of two of the former Trustees' unsuccessful attempts to withdraw their resignations; and

WHEREAS, although the Trustees do not believe that the challenges of the former Trustees and others impaired their authority to protect the Trust, including the James Brown "I Feel Good" Trust, during the period, they now desire to take all necessary action to confirm that

the actions they have taken on behalf of the Trust, including The James Brown "I Feel Good" Trust are valid and remain in full force and effect; and

WHEREAS, Paragraph (6) of Article VII of the Trust provides that the Trustees shall have the power to amend The James Brown "I Feel Good" Trust in any manner required for the sole purpose of ensuring that the Trust qualifies and continues to qualify as an exempt entity in compliance with the Internal Revenue Code, and as amended; and

WHEREAS, prior to submission of the Application for Recognition of The James Brown "I Feel Good" Trust on December 5, 2007, the Trustees took certain actions, including the adoption of By-laws and the adoption of an Amendment to Article VII of the Trust, to insure qualification of the Trust; and

WHEREAS, after submission to the Internal Revenue Service, in order to insure qualification, additional amendments were made to the Trust as requested by the Internal Revenue Service for qualification; and

WHEREAS, The James Brown "I Feel Good" Trust had no assets on November 20, 2007 and has had no additions since that time, but does have an expectation of a substantial devise provided it qualifies under Section 501(c)(3) of the Internal Revenue Code; and

WHEREAS, to insure the proper administration, the Trustees now desire to confirm and ratify the actions taken by the Trustees between November 20, 2007 and the date hereof, including the adoption of the By-Laws and Amendments to the Trust referenced herein;

NOW, THEREFORE, IT IS RESOLVED:

FIRST

The James Brown "I Feel Good" Trust is hereby amended by adding a new paragraph 5 (a) of Article VII of the Trust, to be located after paragraph 5 and before paragraph 6, which shall read as follows:

Article VII

...

(5a) The name of the organization is **The James Brown "I Feel Good" Trust.**

The organization is organized exclusively for charitable, religious, educational, and/or scientific purposes under section 501(c)(3) of the Internal Revenue Code.

Upon the dissolution of the organization, assets shall be distributed for one or more exempt purposes within the meaning of section 501(c)(3) of the Internal Revenue Code, or shall be distributed to the Federal government, or to a state or local government, for a public purpose.

The Trustees agree that no part of the net earnings of the organization shall inure to the benefit of, or be distributable to its members, trustees, officers, or other private persons, except that the organization shall be authorized to pay reasonable compensation for services rendered and to make payments and distributions in furtherance of the purposes set forth in the purpose clause hereof. No substantial part of the activities of the organization shall be the carrying on of propaganda, or otherwise attempting to influence legislation, and the organization shall not participate in, or intervene in (including the publishing or distribution of statements) any political campaign on behalf of any candidate for public office. Notwithstanding any other provision of these articles, the organization shall not carry on any other activities not permitted to be carried on (a) by an organization exempt from federal income tax under section 501(c)(3) of the internal Revenue Code, or (b) by a corporation, contributions to which are deductible under section 170(c)(2) of the Internal Revenue Code.

Termination, Dissolution, or Winding Up. Upon the termination, dissolution, or winding up of the Trust, the assets of the Trust remaining after payment, or provision for payment, of all its debts and liabilities shall be distributed to such organization or organizations organized and operated for one or more exempt purposes within the meaning of Section 501(c)(3) of the Internal Revenue Code, or the federal government, or to a state or local government, for a public purpose. Such distribution shall be made in accordance with all applicable provisions of the laws of the State of South Carolina.

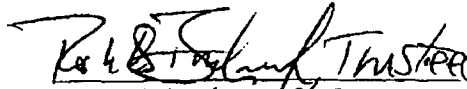
SECOND

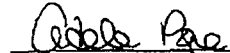
Except as modified above, the Trust shall in all respects remain in full force and effect.

FURTHER RESOLVED, that each action taken by the Trustees between their appointment on November 20, 2007 and July 28, 2008, including but not limited to all actions related to the adoption of By-Laws of The James Brown "I Feel Good" Trust; the Application for Recognition of Exemption submitted to the Internal Revenue Service on behalf of The James Brown "I Feel Good" Trust, and the adoption of the above amendments to the Trust, is hereby ratified, confirmed and/or approved; and

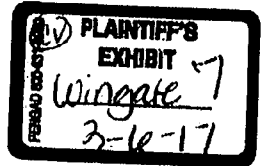
FURTHER RESOLVED, to the extent allowed by law, and necessary under the circumstances, these actions are approved and ratified nunc pro tunc as of the original date of the action.

IN WITNESS WHEREOF, the Trustees have set their hands and affixed their seals as of the day and year above written.

 (SEAL)
Robert L. Buchanan, Jr., Trustee

 (SEAL)
Adele J. Pope, Trustee

June 20, 1997 →



Many times I'm feeling like this
I don't quite know how to feel anymore
I know when something hurts I know
when I am cold or when I am
hot or hungry or tired or lonely
But I don't know how to deal with it
on a daily basis. If I am pregnant
and have to get an abortion I will
be very sad and in a lot of pain.
So now I'm waiting to see if I am
or not in limbo. I'm scared
shaken that I might be. I'm cranky
my back and neck constantly hurts
Now I have to worry about this.
God, Help me please. I'm so afraid
of what will happen. At least I have
Alex and I know I am not alone.
After the fireworks stand I will go
with him to my father's. My Dad
will love him. And Alex is going to
be my Dad. It's not like his parents
arent God. But they just haven't
been through it like my Dad has
and until I get there I won't
feel secure. I won't feel like
we have a real home together.

Unless we go to Florida I don't
think its going to work. I mean
living here that is. I just don't want

To be in Texas Anymore.
my Dads place will be different.
But I plan to Set Up A Group
of Meetings And people in the program
in the area Before I get to Florida
So when we get there we can
still have A Support Group. My
Sponsor will help me with that
I hope.

Exhibit 234

2011

**STATE'S
EXHIBIT**

4

SC V CANNON

PAYMENTS TO DAVID G. CANNON

1999 TO 2006

Year	(A) "James Brown" Sources of Funds (1)	(B) Payments to "Cannon" (2)	(B) / (A) As a %	(A) x 5% = (C) Cannon At 5%	(B) - (C) = (D) Amounts to Cannon in Excess of 5%
1999	\$ 13,783,155	\$ 1,896,573	13.8%	\$ 689,158	\$ 1,207,415
2000	\$ 10,874,227	\$ 1,681,522	15.5%	\$ 543,711	\$ 1,137,811
2001	\$ 9,436,106	\$ 2,284,687	24.2%	\$ 471,805	\$ 1,812,882
2002	\$ 5,187,246	\$ 946,060	18.2%	\$ 259,362	\$ 686,698
2003	\$ 12,919,616	\$ 2,655,717	20.6%	\$ 645,981	\$ 2,009,736
2004	\$ 10,362,448	\$ 415,255	4.0%	\$ 518,122	\$ (102,867)
2005	\$ 8,298,450	\$ 708,895	8.5%	\$ 414,923	\$ 293,973
2006	\$ 9,022,123	\$ 1,183,152	13.1%	\$ 451,106	\$ 732,046
Total	<u>\$ 79,883,371</u>	<u>\$ 11,771,861</u>	<u>14.7%</u>	<u>\$ 3,994,169</u>	<u>\$ 7,777,692</u>

(1) "James Brown" Sources of Funds consists of the following: 1) James Brown Enterprises, Inc. Gross Receipts from the US Corporate Income Tax Return (Form 1120 / 1120X), or (2) Royalties reported by M&T Bank, or (3) Seventh Decade Productions, Inc. Gross Receipts from the US Return of Partnership Income (Form 1065), or (4) Pullman Bond funds disbursed by year, or (5) other documents.

(2) Payments to "Cannon" are evidenced by the following: 1) Checks payable to David Cannon or DGC Associates, or 2) Bank statements of James Brown Enterprises, Inc., DGC Associates, and Seventh Decade Productions, Inc., or 3) Books and records of James Brown Enterprises, Inc. DGC Associates, and Seventh Decade Productions, Inc., or 4) Exhibit 23 marked on November 15, 2007 in the Probate Hearing for the Estate of James Brown, or 5) Email from David Cannon to Phil Farr, CPA dated November 11, 2007 with the Subject Line "Response to Stan Jackson's Lists of Transactions", or 6) David G. & Maragret A. Cannon US Individual Income Tax Returns (Form 1040), or 7) other documents.

Index of Orders

{Corresponding to Notebook Tabs}

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June 22, 2007	Order Related to Access of the Special Administrators	3
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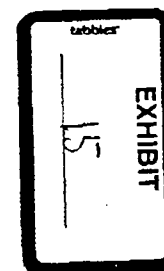
Developing the James Brown Legacy

*...transforming intellectual and real property into sustainable
high capital value*

Presented by:
Terry Bradford Cox, PH.D.
The Graham Windsor Group
3340 Peachtree Road
Suite 1800
Atlanta, GA 30326

June, 2007

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Developing the James Brown Legacy ...a unique opportunity

- Invest in an opportunity to buy, in its entirety, James Brown's intellectual and real property before it goes on the market ...asking price \$100MM
- Start up a brand organization and develop a growth strategy that will transform the James Brown's image, music and property into performing assets
- Generate revenues of over \$50MM annually
- By transforming the non-performing assets into annual revenues of over \$50MM, the brand organization is now positioned for an IPO ...which provides flexible exit strategies for investors

James Brown Assets and Revenue ...Non-performing assets

Image/Likeness	Property	Music Catalogue
Value: \$40-50 MM (est.) To be determined At present there are no plans or infrastructure in place to produce revenues from image and music. World-wide market need to be developed. Minimal revenue	Value: 10-15 MM (est.) Intrinsic value added 7 thousand items have been catalogued, 25 thousand still to be catalogued. Items include: house, 40-60 unpublished songs, hand written notes memorabilia, costumes, body, etc No revenue.	Value: \$36-45 MM Industry is 12-15x Revenues 600 songs with little to no promotion. Present revenue pays interest and some principal on 1999 \$25MM bond deal Annual /Rev: \$3-5MM After debt. 0 revenue

Annual Revenues of Deceased Celebrities

Kurt Cobain \$50MM
Elvis Presley \$45 MM
John Lennon \$22MM

George Harrison \$7MM
Johnny Cash \$7MM
Ray Charles \$6MM

The Need for a Creative Approach ...Unusual circumstances have created a situation that requires "outside the box" thinking to take advantage of the opportunity

"James Brown, the hardest working man in show business"

James Brown was an artist ...earnings supported his life style, not wealth creation

In 1999 bonds were sold on the catalogue for \$25MM, making it a non-performing asset

James Brown Enterprises			
Asset	Value	Activities	Revenue
JB/Image	50MM	Perform	3-5MM
Music	35-50MM	Publish, Catalogue	3-5MM
Property	3-5MM	None	0

Revenues came from performances and the royalties from the music catalogue

There was no infrastructure to promote and create revenues from image and music

Last Will

Irrevocable Trust Agreement

Personal and Household Effects to be equally divided between six children

Estate - Children			
Asset	Value	Activities	Revenue
JB/Image	0	None	0
Music	0	None	0
Property	3-5MM	None	0

Trusts - Grandchildren, IFG			
Asset	Value	Activities	Revenue
JB/Image	50MM	Minimal	500K
Music	35-50MM	Publish, Catalogue	3-5MM
Property	3-5MM	None	0

All intellectual and real property equally divided between the two trusts

Trustees have the authority to sell any or all of the property in the trusts

All Property

Cash

An agreed to percentage of profits will go to the two trusts

As part of the sales agreement, the trustees want options or a "kickback" on the IPO

The industry standard to determine value is 12-15 x revenues

Newco - A Public Company			
Asset	Value	Activities	Revenue
JB/Image	50MM	Plan	500K
Music	35-50MM	Plan	3-5MM
Property	3-5MM	Plan	0

Develop a brand strategy and infrastructure that will transforming non-performing assets

Trustees have the authority to sell any or all of the property in the trusts

Newco ...a high growth brand organization ...design and operate a low cost, virtual organization that generates high sustainable growth

Organizational Role	Deliverable	Activities
Board of Directors and Executives <i>Define the vision</i> <i>Create an innovative culture</i> <i>Provide strategic thinking</i> <i>Manage resources & assets</i> <i>Insure continuous growth and shareowner value</i>	Perspective <i>Creating high sustainable growth organization by maximizing the property of James Brown</i>	Develop Corporate Growth Strategy Define the James Brown Brand Build Brand Equity (Stretch the Brand) Asset & Property Strategies Define Brand Standards
	Positioning <i>Provide actionable insights and leadership for an integrated approach to products and markets</i>	Value Proposition Development- value to constituents Markets – USA, Asia, Europe, Latin America Product Development – Image, Real Property, Music Channels – Internet, electronic devises, CMG, agencies
Executives and Management <i>Design structure</i> <i>Develop capabilities</i> <i>Build partnerships</i> <i>Manage performance</i> <i>Provide feedback and actionable insights</i>	Plan Execution <i>Transform the organizational assets into anticipated revenues</i>	Image Licensing – products, movies, ads Music Publishing & Licensing – CDs, ads, movies Advertising/Promotions/Creative Communication Channel Managememt ~ fan club, web shop Museum Management
	Performance Patterns <i>provides information for assessing the impact of decisions</i>	Cash Flow Annual Earnings Growth Asset Value Corporate Value Shareowner Value

Revenue Projections for a Start Up Growth Company ...Requires a public organization to provide flexible financial strategies for both the corporation and shareowners to manage and increase cash ,capital and credit

Branding & Licensing	90 Days	1 Year	3 years	3 Year Total Revenues
Merchandise Apparel Toys Food	\$2MM	\$5MM	\$20MM	\$25MM
Entertainment Restaurants Hotels & Resorts Gambling Fan Cub - Web Museum		\$5MM	\$150MM	\$155MM
Image Movies TV Commercials	\$1MM	\$20MM	\$140MM	\$160MM
Music Commercials Movies Concerts Elect Devices	\$3MM	\$7MM	\$20MM	\$60MM
Music Publishing CDs		\$25MM	\$125MM	\$150MM
Total Revenues	\$6MM	\$67MM	\$455MM	\$550MM

Next Steps ...Activities Needed to Move Forward

1. Put together a team of innovative thinkers who understand and are committed to achieving the "end game"
2. Create acquisition structure and strategy to acquire intellectual and real property that demonstrate the financial ability to buy the assets
3. Get an exclusive agreement and begin to negotiate with the Trustees
4. Raise initial capital within 30, 60, 90 and 120 days
5. Obtain the assets
6. Create a corporation, growth plans and financial strategies
7. Transfer the assets to the new corporation
8. Generate revenues
9. IPO

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	SECOND JUDICIAL CIRCUIT
COUNTY OF AIKEN	)	
	)	CIVIL ACTION NO. 2007-CP-02-0122
	)	
IN RE:	)	REPORT AND RECOMMENDATION OF
	)	SPECIAL ADMINISTRATORS
THE ESTATE OF JAMES BROWN	)	REGARDING NEW YORK LITIGATION
A/K/A JAMES JOSEPH BROWN	)	
	)	

The Special Administrators of the Estate of James Brown, Robert L. Buchanan, Jr. and Adele J. Pope, respectfully submit the following recommendations with respect to the substitution of the Estate of James Brown as a party plaintiff in the case pending in the State and County of New York, currently captioned James Brown, James Brown Enterprises, Inc., and James Brown, LLC against The Pullman Group, Index No. 602593/06 (the "Pullman Litigation"):

The Special Administrators recommend:

1. That the Estate of James Brown engage independent counsel other than Greenberg Traurig (GT) to represent the interests of the Estate in the Pullman Litigation.
2. That the fees and expenses of such independent counsel be paid as a priority administration expense of the Estate under Code Section 62-3-805(a)(1), and the fee agreement provide proper compensation should any payments be deferred.

These recommendations are based on the Special Administrators' findings that GT's prior representation of James Brown, the Estate of James Brown, and other entities has raised certain issues which cannot reasonably be resolved prior to the projected deadline for substitution of the Estate as a party, now scheduled for approximately June 25, 2007. These issues include:

Filed: 6-12-2007
 S. H. Felt
 Clerk of Court
 By: K. W. Duff

1. The representation by GT in the New York Litigation does not appear to be in the best interest of the Estate or estate plan of James Brown, which, after the devise of his tangible personal property, creates the Brown Family Education Trust (approximately \$2 Millior.) and gives the remainder to the James Brown "I Feel Good" Trust. to provide educational benefits for children of South Carolina and Georgia.

2. On December 26, 2006, one day after the death of James Brown, GT, working with Frank Copsidas and others, created a Delaware entity, the James Brown Music Education Foundation which is in direct conflict with the Estate and estate plan of James Brown, particularly the James Brown "I Feel Good" charitable Trust. Said entity has published materials using the image of James Brown and asserted it will publish a CD.

3. Although GT has agreed that it will cease work for the James Brown Music Education Foundation, it has submitted a bill to the Estate of James Brown for the creation of this Foundation. Further, substantial questions remain about the activities of this conflicting Foundation, which appear to be ongoing.

4. GT has presented to the Estate bills (through 4/07) in excess of Three Hundred Twenty-Seven Thousand (\$327,000.00) dollars which, even if appropriate, should be paid, in substantial part, by persons and entities other than the Estate of James Brown. Neither the Pullman Litigation bill (approximately One Hundred Forty-Seven Thousand [\$149,000.00] Dollars since June of 2006) nor any other bill is allocated among the Estate and other represented parties. GT has asserted that the Estate must ratify the Pullman Litigation bill prior to GT's continued representation in the New York Litigation.

5. The Special Administrators do not believe it is in the best interest of the Estate of James Brown to ratify the GT Pullman Litigation bill until the pending motion to remove GT as

counsel in the New York litigation has been resolved, and the bill properly reviewed and allocated among the parties represented.

6. The Special Administrators have requested, but to date not received, complete detail for all bills for which GT believes the Estate should be responsible. To date, only detail for services rendered after February 1, 2007 have been received. .

7. GT (and apparently the Personal Representative[PR]/Trustees of James Brown) assert that the Estate of James Brown is under obligation to GT and Frank Copisidas to sell certain Royalties owned (either in whole or in part) by the Estate, and to pay (or set aside) a commission of more than Forty (40%) of the net sale, including 12 ½% (escrow) for the Pullman Litigation; 5% for GT; 15% for Frank Copisidas (Intrigue); more than 5% for Albert Dallas; and more than 5% for David Cannon (DGC).

8. The Special Administrators believe that there is substantial evidence that this purported obligation is not binding on the Estate of James Brown, James Brown, LLC or James Brown Enterprises, Inc., and that GT's position is in direct conflict with the Estate and estate plan of Mr. Brown.

9. The Special Administrator believe that the PR/Trustees, in connection with the purported obligation asserted by GT, may be affected by South Carolina Probate Code Section 62-3-713, related to sales, encumbrances and transactions involving conflicts of interest.

10. Neither GT nor the parties who will benefit from the purported obligation have filed formal claims against the Estate of James Brown or otherwise properly justified their entitlement to the amounts asserted in the purported plan of distribution.

11. The purported obligation is based on a letter of GT dated October 18, 2006. The letter refers to an earlier letter dated February 2, 2006. Copies of both letters are being delivered

to the Court and will be available at the hearing. The GT letters were not executed either by James Brown Enterprises, Inc. or James Brown, LLC, the legal titleholder of the royalties pledged to TIAA-CREF which GT asserts are the subject of the obligation.

12. Based on available information, the Special Administrators believe that any sale of the assets pledge for the TIAA-CREF loan would be detrimental the Estate and estate plan of James Brown unless and until many questions, including tax issues and the questions raised in this report, are resolved.

13. It appears that GT asserts it has the right, with Frank Copisidas, to seek a purchaser of the TIAA-CREF pledged assets (being the primary assets of the Estate/Trust), and to pay from the sale between almost \$6 Million and \$16 Million, which have neither been formally asserted nor proved as claims against the Estate of James Brown. If a sale transaction contemplated by the October 18, 2006 GT Letter, at \$25 Million [\$50 Million] were completed, it would result in the following payments (estimated) which are neither filed nor proved claims against the Estate:

AMOUNT	\$26 MM	\$50MM
1. Escrow for David Pullman	\$ 1,125,000.00	\$ 4,125,000.00
2. Frank Copisidas (Intrigue)	\$ 1,350,000.00	\$ 4,950,000.00
3. David Cannon (DGC)	\$ 450,000.00	\$ 1,650,000.00
4. David Cannon (DGC) - additional	\$ 1,459,000.00	\$ 1,459,000.00
5. Albert Dallas	\$ 450,000.00	\$ 1,650,000.00
6. Albert Dallas - additional	\$ 549,000.00	\$ 549,000.00
7. GT	\$ 450,000.00	\$ 1,650,000.00
8. GT Litigation (at least)	<u>\$ 149,000.00</u>	<u>\$ 149,000.00</u>
	\$ 5,982,000.00	\$16,182,000.00

14. The net result of the above contract to the Estate/James Brown "I Feel Good" Trust and James Brown Family Education Trust would be:

AMOUNT	\$26 MM	\$50 MM
Gross Sales Price	\$26,000,000.00	\$50,000,000.00
Satisfaction, TIAA-CREF Note	(\$17,000,000.00)	(\$17,000,000.00)
Above Payments (Escrow)	<u>(\$ 5,982,000.00)</u>	<u>(\$16,182,000.00)</u>
Net to Estate/Trust (BEFORE TAXES)	\$ 3,018,000.00	\$16,818,000.00

resulting in minimal benefit to the Estate/Trust.

15. The Special Administrators have received no projections for the taxes payable on such a sale, which (on the low end) could consume the entire Estate/Trust proceeds – or more.

16. Substantial questions exist as to whether due diligence, including tax planning, was conducted with respect to either GT proposal.

17. On its face, the GT letter asserts that the “New Transaction” may not go forward.

18. The Royalties which would be the subject of the said sale are pledged to a TIAA-CREF Royalty-backed Note, the principal reduction of which has been approximately \$3,000,000.00 since April of 2006.

19. The GT letter, if binding on the Estate and James Brown entities, increases the fees of GT, Copsidas, Dallas and Cannon by more than \$300,000 in the last 6 months, simply because the note balance – which is serviced by an independent Trustee – has been reduced.

20. The Special Administrators believe that no analysis has been made since the death of Mr. Brown to determine:

- a. Whether the October 18, 2006 letter or any of the amounts therein constitute valid claims for which the Estate or a Brown entity should be liable:
- b. Whether a sale, as opposed to continued receipt, of the James Brown Royalties, is in the best interest of the James Brown “I Feel Good” Trust, its primary benefactor.

21. Unless and until such analysis is made and examined, the Special Administrators believe that it is not in the best interest of the Estate of James Brown or the James Brown “I Feel

Good" Trust to pay between \$6 Million and \$16.6 Million to sell Songs belonging to the Estate of James Brown, the James Brown "I Feel Good Trust" or the Brown Family Education Trust.

22. Because there are actions pending to remove the Personal Representatives, the Special Administrators believe that the Court, rather than GT, should determine the validity of their pre-death claims (which exceed \$2 Million), and their entitlement, if any, to commissions on the sale of Estate/Trust assets contemplated in the purported GT agreement.

23. Based on documents available to date, it appears that James Brown, LLC, the actual title-holder of the Royalty assets assigned to the TIAA-CREF Loan (\$26 Million as of June 3, 1999, and now approximately \$17 Million), through its managing member, James Brown Royalty Venture, I, SPC, did not consent to the either GT letter. It appears that, James Brown, LLC cannot now do so until the Estate of James Brown, and others, take appropriate action to reconstitute the boards of James Brown Royalty Venture I, SPC and James Brown, LLC, including the appointment of **independent** board members required in the articles forming these entities.

24. On information and belief, an attempt to impose a commission of approximately 40%, and to pay unfiled and unresolved claims from such sale, puts GT in direct conflict with the interest of the Estate of James Brown in the Pullman Litigation.

25. The Special Administrators acknowledge that some or all of the GT bills may be found to be payable by the estate, or other entities, as may the pre-death claims of Albert Dallas, David Cannon and others.

26. The Special Administrators believe that the GT letter may substantially impair the Estate of James Brown and his estate plan by interfering with the both the procedure for the proper presentation of claims under Section 62- 3-804 of the South Carolina Probate Code and

the right of the Court to determine both the appropriateness of the individual claims of the PR/Trustees against the estate and the appropriateness of their PR/Trustee commissions under South Carolina Trust Code Section 62-7-708, South Carolina Probate Code Section 62-3-719 and other applicable law.

27. The records available to date show a relationship of GT with Frank Copsidas which appears to be in conflict with the best interest of the Estate and estate plan of James Brown.

28. The New York Court, on motion of the Pullman Group, may disqualify GT. If so, new counsel will be necessary in any event.

29. The Special Administrators believe that independent counsel will be in a better position to examine whether the Disqualification Motion now pending in the Pullman Litigation, to remove GT as counsel, is meritorious.

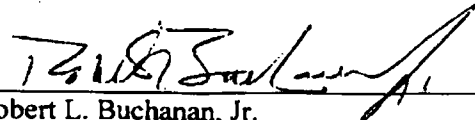
30. GT has made no attempt to allocate its \$149,000 (through 4/07) fee, among the Estate and other plaintiffs, and asserts that the Estate should accept full responsibility for the fee.

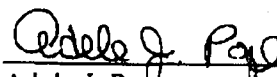
31. The Special Administrators believe that if independent counsel is engaged in the Pullman litigation the Estate will have more time, and, therefore, be in a better position to assess:

- a. Whether GT's bill, now more than \$327,000 is appropriate, and by what entity it should be paid;
- b. Whether the portion of GT's bill related to the Pullman Litigation, approximately \$149,000, should be paid, and, if so, by whom.
- c. Whether GT's assertion that the October 18, 2006 Letter is binding on the Estate, and the Estate is bound to sell certain assets with a commission of approximately 40%, and more than 10% going to the PR/Trustees.

32. Other issues remain which, in the opinion of the Special Administrators, indicate that it is in the best interests of the Estate to seek separate, independent counsel in the New York Pullman Litigation. They will present these issues to the Court or the parties, as appropriate.

Respectfully submitted.


Robert L. Buchanan, Jr.


Adele J. Pope

June 12, 2007

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	SECOND JUDICIAL CIRCUIT
COUNTY OF AIKEN	)	
	)	CIVIL ACTION NO. 2007-CP-02-0122
	)	
	)	RETURN AND RECOMMENDATION
IN RE:	)	OF
	)	SPECIAL ADMINISTRATORS
THE ESTATE OF JAMES BROWN	)	
A/K/A JAMES JOSEPH BROWN	)	
	)	

The Special Administrators of the Estate of James Brown, Robert L. Buchanan, Jr. and Adele J. Pope, make the return to Motions and recommendations set out below:

AS TO THE TANGIBLE PERSONAL PROPERTY

1. They believe that the immediate adoption and seamless implementation of a plan to value the Tangible Personal Property (TPP) including Personal and Household Effects (PHE), is in the best interest of the Estate.
2. They believe that any plan must balance the rights of the beneficiaries of the Will to receive, in kind, the PHE, with the need for appropriate security for the payment of Estate Taxes and expenses, where applicable.
3. They are informed that Tom Wells, engaged by the PRs, with others, has completed an inventory of TPP owned by the Estate, the Trust and James Brown Enterprises, Inc. (JBE).
4. They request that the Court engage Llewellyn M. Dykes at a cost of no more than Thirty Thousand (\$30,000.00) Dollars to value the TPP as of December 25, 2006, on or before December 25, 2007 (whether claimed by the Estate, the Trust, or any Brown Entity).
5. With respect to the TPP, they further recommend the following:
 - a. All TPP, other than cars titled in the name of James Brown Enterprises, Inc., collectively be reported on the Inventory & Appraisement as assets of the Estate,

but without prejudice.

- b. All cars titled in the name of James Brown Enterprises, Inc., be included in the valuation of that entity, but be marketed with other TPP as set out below.
- c. Within 30 days (on or before December 30, 2007) the Personal Representatives (PR) and the children of James Brown designated in the Will be directed to deliver to the SAs a list of all inventoried items which they deem to be PHE as described in the Will. In addition, the children shall deliver, at the same time, their "Request List" as described below.
- d. From the list of articles of PHE, each of the six children of James Brown designated in the Will may select up to Five (5%) Percent in value. (The 4 clients of Mr. Levinson may pick collectively, ~~20%~~ 20%.) These items must be removed by the children, at their expense, on a day designated by the SAs. If there are overlapping selections, the SAs shall choose the taker by lots. If a child designates less than ~~Five (5%)~~ ^{Five (5%)} Percent of the value, his or her share of the net proceeds of sale shall ultimately be adjusted accordingly.
- e. The Special Administrators, within 45 days, shall engage on behalf of the Estate an Auction Company to conduct an auction of the TPP of the Estate, Trust and Brown Entities, upon such terms as they shall deem appropriate. It will be the goal of the Estate to conduct the sale as soon as is reasonable, giving due regard for the unique nature of the property. The contract may include any additional terms and agreements, such as the creation and sale of a catalogue in connection with the auction. The contract shall, however, be subject to the rights of the children of James Brown in the Personal and Household Effects (PHE) as set out above.
- f. A hearing should be held on or about January 21, 2008, for the purpose of resolving disputes, if any, related to the above plan.
- g. The net proceeds from the sale shall be deposited by the SAs into a separate fund, and applied as follows:
 - 1. First, to the payments of Estate Taxes and interest of the Estate of James Brown.
 - 2. Thereafter, pursuant to Order of this Court, to the parties as their interests appear, with the Special Administrators to present to the Court a proposal for distribution, after taking into Account items received by the children, estate taxes, and other factors.

AS TO THE VALUATION OF THE ROYALTIES, IMAGE, NAME AND PERSONA

6. The SAs oppose the motion to engage New York Counsel because resources are available locally to perform the same task at a savings of what is estimated to be at least \$50,000.

7. Because of the crisis caused by the termination one month before the due date of the Estate Tax Return of the primary financial advisor of James Brown and the Brown Entities, the SAs request that the Court approve the following valuation procedure for the Royalties, Image, Name and Persona of James Brown:

- a. A unified valuation of the Royalties, Image, Name and Persona, which appears to be appropriate based on the scant case law and legal commentary.
- b. Use of the following formula for date-of-death valuation of the Royalties, Image, Name and Persona of James Brown, working with Williams Sellars, CPA, M&T Bank and the available records of David Cannon:
 1. 1 year royalties, based on 5 yr. M&T average
 2. PLUS 50% of Gross known Performance Contracts from 2006
 3. X - a figure recommended by accountant within range of 12.5 - 14.
 4. LESS payoff amount due M&T Bank as of date of death
 5. EQUALS date-of-death value of Royalties, Image, Name and Persona
- c. The royalties, image, ^{name}and persona should be returned as Estate assets, with full disclosure that they may be claimed, in whole or in part, by James Brown Enterprises, Inc., which, in turn, may be claimed, in whole or in part, by the Trust.
- d. The PRs should be directed to prepare, with the assistance of the SAs, a detailed report to accompany the above valuation when filed with the Estate Tax Returns in March, 2008, to include:
 1. A complete explanation of the structure of the \$26,000,000, 7.98% Royalty-Backed Pay-through Note, Class A No A-1 (CUSIP No. 470277 AA2) and receipts, payments and misappropriations from said fund. (This would including the structure of James Brown Royalty Venture I SPC, Inc, James Brown, L.L.C., etc.)
 2. A detailed explanation of the filing, and failure to file, tax returns with respect to the various entities.

3. A compilation of all known and available information about Mr. Brown's (and the Estate's) performance and other contracts during 2006 and 2007, including those entered into after death.
4. Complete information about the structure of Brown Entities, including Geronimo Music Ltd., to the extent known.
5. Complete information about any unpublished masters, to the extent known.
6. A complete explanation of the Royal Bank of Scotland 2006 proposed refinancing transaction.
7. A complete explanation of the proposal of Greenberg Traurig to refinance the TIAA note in October of 2006.
8. A complete explanation of Mr. Brown's relationship with David Cannon, 7th Decade, Intrigue and others which may be relevant to the valuation issue.

8. The above valuations (including TPP) should be declared to be reasonable, but without prejudice to any party to assert a different value in proceeding related to the Estate, Trust and Brown Entities.

AS TO COMBINING ACCOUNTS FOR THE ESTATE, TRUST AND BROWN ENTITIES

The SA s request that the Court allow combined funds of the Estate, Trust and Brown Entities (other than the James Brown "I Feel Good Trust" if and when it is funded), with proper documentation. The reasons for such joint funds are:

1. The assets of the Estate, Trust and Brown Entities cannot be segregated with certainty at this time.
2. The James Brown Irrevocable Trust document specifically authorizes loans to the Estate.
3. Administrative costs will be avoided.
4. By Order dated August 10, 2007, the PRs of the Estate were directed to take no

action without the written consent of the SAs, even though the SAs were given authority to pre-approve in writing routine payments and disbursements.

5. In order to fully implement the Court's August 10, 2007 Order, all funds of the Estate of James Brown identified by the PRs to the SAs were placed in two accounts at Security Federal Bank. The first account, originally consisting of \$75,000, and now containing approximately \$54,000, was created pursuant to this Court's Order. It is a portion of the \$350,000 delivered to the Court by David G. Cannon on August 10, 2007. These funds are a loan from TIAA (Teacher's) to the Estate, with such funds to be applied toward investigation and recovery of the \$900,000 as stated in the Court's Order.

6. The second account, also located at Security Federal Bank, Aiken, was created from the following:

- a. \$25,000 loaned by TIAA pursuant to the above Order;
- b. \$90,000 (\$100,000 recoupable from future royalties, less 10% commission) from a Boston Night documentary contract entered into by the Estate in November, 2007 and received in November, 2007; and
- c. Miscellaneous checks payable to James Brown, the Irrevocable Trust and/or one or more Brown Entity.

7. To the best of the knowledge of the SAs, there is no current funded account in the name of the James Brown "I Feel Good Trust", James Brown Enterprises, Inc., and has not been at any time since August 10, 2007.

8. Based on a review of the records, prior to his death, James Brown, or those acting in his behalf, did business, and/or received funds, and/or held bank accounts, in numerous names, including James Brown; The New James Brown Enterprises, Inc. [sic], which was not a

corporation; James Brown Enterprises, Inc.; James Brown Enterprises (d/b/a); Geronimo Music, Ltd.; Godfather of Soul; other Brown Entity names.

9. Questions have been raised by one or more Interested Persons both as to whether certain assets belong to the Estate, the Trust or another Brown Entity, and whether James Brown Enterprises, Inc., is owned by the Estate or the Trust. Ownership of these, and other assets controlled by Mr. Brown and/or his advisors at his death, is so uncertain that maintaining separate accounts for the deposits and expenses of the Estate, the Trust, James Brown Enterprises, Inc., and the Brown Entities would be both extremely costly and virtually impossible to do until issues of ownership are resolved.

10. The SAs are in complete Agreement with the Attorney General of South Carolina that when funds are actually transferred into the James Brown "I Feel Good" Trust, they cannot and should not be combined with any other funds. They are informed and believe, however, that the Estate and Trust, prior to any such funding, must:

- a. Pay or provide for amounts already ordered by this Court as administrative expenses;
- b. Pay or provide for appropriate taxes and expenses of administration of the Estate and Irrevocable Trust;
- c. Pay or provided for such debts and taxes as are appropriate to the Estate, the Irrevocable Trust and each Brown Entity;
- d. Recover such funds as are due to any one or more of the Estate, the Trust and the Brown Entities, as their interests appear.

11. The following are just a few of the payments which have been made; are now due; and are expected to come due within the next year:

- a. Security and protection for Mr. Brown's former home, which is titled in the name of the James Brown Irrevocable Trust;

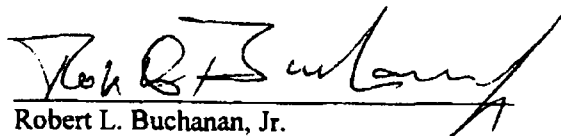
- b. The preservation of Tangible Personal Property (TPP) which belongs to one or more of the following: James Brown Enterprises, Inc; ~~and~~ the James Brown Irrevocable Trust; ^{and} ^{the} ^{Estate}.
- c. Inventory and appraisal of the TPP, with mixed ownership as described above;
- c. Payments to the accountant in connection with compliance related to the Estate Tax Return and income tax returns for the Estate, the Irrevocable Trust and various Brown entities, which work is critical to the Estate, Trust and entities;
- d. Payment for litigation expenses in the New York Litigation to defend against The Pullman claim for more than \$12 Million. This defense is pending on behalf of the Estate of James Brown and James Brown Enterprises, Inc. and on which more than \$50,000 is now due.

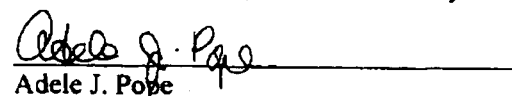
12. The SAs are informed and believe that the maintenance of a loan system, through one or more combined accounts, with full records so that complete reconciliation may be made as soon as there is adequate liquidity and ownership is determined, is in the best interest of both the Estate and Trust, and promotes its preservation.

AS TO THE PAYMENTS BY WEDGE

1. The Wedge contract appears to have been signed by James Brown, individually even though its first page refers to James Brown Enterprises, (d/b/a, not a corporation).
2. The SA s believe that these funds should be deposited in the account of Estate of James Brown as aforesaid, records and receipts retained.

Respectfully submitted,


Robert L. Buchanan, Jr.


Adele J. Pope

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Form **1120X**
(Rev. December 2004)
Department of the Treasury
Internal Revenue Service

**Amended U.S. Corporation
Income Tax Return**

OMB No. 1545-0132

For tax year ending
12-31-2006

(Enter month and year.)

Employer identification number

~~57-0929939~~

Please
Type
or
Print

Name
BROWN, JAMES ENTERPRISES, INC

Number, street, and room or suite no. (If a P.O. box, see instructions.)

P O BOX 691

City or town, state, and ZIP code

BARNWELL SC 29812

Telephone number (optional)

Enter name and address used on original return (If same as above, write "Same.")

SAME

Internal Revenue Service Center
where original return was filed

OGDEN UTAH

Fill in applicable items and use Part II on the back to explain any changes

Part I Income and Deductions (see instructions)		(a) As originally reported or as previously adjusted	(b) Net change— increase or (decrease)— explain in Part II	(c) Correct amount
1	Total income (Form 1120 or 1120-A, line 11)	4,599,277	0	4,599,277
2	Total deductions (total of lines 27 and 29c, Form 1120, or lines 23 and 25c, Form 1120-A)	4,035,477	505,809	4,541,286
3	Taxable income. Subtract line 2 from line 1.	563,800	(505,809)	57,991
4	Tax (Form 1120, line 31, or Form 1120-A, line 27)	191,692	(171,395)	20,297

Payments and Credits (see instructions)

5a	Overpayment in prior year allowed as a credit	5a	0	
b	Estimated tax payments	5b	0	
c	Refund applied for on Form 4466	5c	0	
d	Subtract line 5c from the sum of lines 5a and 5b.	5d	0	0
e	Tax deposited with Form 7004	5e	0	
f	Credit from Form 2439	5f	0	
g	Credit for Federal tax on fuels	5g	0	
6	Tax deposited or paid with (or after) the filing of the original return	FORM 8913	6	1,409
7	Add lines 5d through 6, column (c)		7	1,409
8	Overpayment, if any, as shown on original return or as later adjusted		8	
9	Subtract line 8 from line 7		9	1,409

Tax Due or Overpayment (see instructions) NOTE - ORIGINAL TAX LIABILITY HAS NOT BEEN PAID.

10	Tax due. Subtract line 9 from line 4, column (c). If paying by check, make it payable to the "United States Treasury"	10	18,888
11	Overpayment. Subtract line 4, column (c), from line 9	11	0
12	Enter the amount of line 11 you want: Credited to 20 estimated tax Refunded	12	0

Sign Here	Under penalties of perjury, I declare that I have filed an original return, and that I have examined this amended return, including accompanying schedules and statements, and to the best of my knowledge and belief, this amended return is true, correct, and complete. Declaration of preparer (other than taxpayer) is based on all information of which preparer has any knowledge.			
	Signature of officer PHILLIP G FARR CPA, POA	Date 9-26-07	Title POA FORM 2848 ATTACHED	
Paid Preparer's Use Only	Preparer's signature PHILLIP G FARR CPA	Date 9-26-07	Check if self-employed ☐	Preparer's SSN or PTIN 250-574-6332
	Firm's name (or yours if self-employed), address, and ZIP code PHILLIP G FARR CPA PC 104 COBB ST THOMSON GA 30084	EIN 58-2159865	Phone no. 706-595-7520	

Part II Explanation of Changes to Items in Part I (Enter the line number from page 1 for the items you are changing, and give the reason for each change. Show any computation in detail. Also, see What To Attach on page 3 of the instructions.)

If the change is due to a net operating loss carryback, a capital loss carryback, or a general business credit carryback, see Carryback Claims on page 3, and check here ☐

TAXPAYER'S 2005 FORM 1120 WAS AMENDED, RESULTING IN A CHANGE IN THE NET OPERATING LOSS CARRYFORWARD FROM \$1,330,189 TO \$1,859,955.

SCHEDULE K QUESTION 5 IS CORRECTED TO REPORT THE CORRECT OWNER OF THE CORPORATE STOCK.

SCHEDULES L AND M HAVE BEEN ADJUSTED TO REFLECT THE CORRECT ASSETS AND LIABILITIES, RESULTING FROM CORRECTIONS OF 2003-2005.

THE ORIGINAL RETURN DID NOT REPORT THE 2005 CONTRIBUTION CARRY FORWARD OF \$6,980. THE CURRENT YEAR CONTRIBUTIONS OF \$30,400 IS COMPUTATIONALLY LIMITED TO \$6,443. THUS THE 2007 CONTRIBUTION CARRYFORWARD IS \$30,937. THE NET ADJUSTMENT TO 2006 CHARITABLE CONTRIBUTIONS IS \$23,957.

THUS THE CHANGE IN EXPENSES ON THE AMENDED RETURN RESULTS FROM THE INCREASE IN NOL CARRYFORWARD OF \$529,766, REDUCED BY THE DECREASE IN CONTRIBUTIONS OF \$23,957, RESULTING IN A NET CHANGE OF \$(505,809).

2006 SCHEDULE

ADD THREE COLUMN INDIVIDUALLY SCHEDULE			
DESCRIPTION	COLUMN A	COLUMN B	COLUMN C
SCHEDULE K; QUESTION 5			
JAMES BROWN IRREVOCABLE TRUST			
A GRANTOR-TYPE TRUST UNDER IRC SEC 671-678			
430 DOUGLAS DRIVE			
BEECH ISLAND SC 29841			
EIN 57-8188878			
CONTRIBUTION CARRYFORWARD FROM 12/31/98			
TOTALS			

Adele J. Pope, P.C.

ATTORNEY AT LAW

Certified Specialist in Estate Planning and Probate Law

1218 Taylor Street
PO Drawer 7125
Columbia, SC 29202-7125
Telephone: (803) 779-1870
Telecopier: (803) 779-1673
Email: adele@popelawfirm.com

November 21, 2007

C. Havird Jones, Jr.
Senior Assistant Attorney General
Office of the South Carolina Attorney General
P.O. Box 11549
Columbia, South Carolina 29211
Fax: (803) 734-3677

BY FAX OR MAIL

Re: Estate of James Brown/James Brown 2000 Irrevocable Trust

Dear Sonny:

I am in receipt of your e-mail sent at 11:15 this morning and am responding to it quickly because of the coming holidays. Bob may want to answer this separately.

I do not fully understand your position with respect to the obvious conflict, since Mr. Brown himself designated the same persons to be personal representatives and trustees, and there is incorporation by reference language in the Will. Also, whereas our obligations prior to yesterday were to oversee preservation and protection of assets, I believe, as personal representatives, we now have the obligation to support and uphold the Will and Trust, which are wholly compatible with each other and which, together, constitute Mr. Brown's known estate plan.

You asserted that "you" stated in court "that the trust is NOT an inter vivos trust". Again, Bob may want to answer this separately, but I don't recall such a statement by either of us. If it was made, it was an inadvertent error, and should be corrected on the record.

The James Brown 2000 Irrevocable Trust was clearly an inter vivos trust, into which at a very minimum, the real estate was deeded during Mr. Brown's lifetime. It has received, or by its terms will receive, what we hope will be many millions of dollars. Under the formula clause, we hope the bulk of that will go to the James Brown "I Feel Good" Trust and be dedicated to charitable purposes.

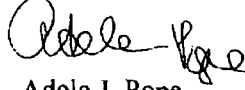
I am concerned about your assertion of a possible ethical conflict, as I take very seriously such a remark. Please let Bob and me know the basis for such an allegation, as we would want that matter fully explored in connection with any motion filed by you, and, if appropriate, ruled on by the Court.

Letter to Mr. Jones
November 21, 2007
Page 2

I look forward to working with you in connection with this project. It presents many challenges, but great educational opportunity for financially needy children, youth, and young adults (who are both qualified and deserving) who seek and have need of help to obtain and further their education.

Bob and I would very much appreciate an opportunity to meet with you and Attorney General McMaster to review what we believe to be both the challenges and the great potential rewards which Mr. Brown provided. We will be glad to come to your office to meet with you and Mr. McMaster at any time that he can schedule us.

Sincerely,



Adele J. Pope

AJP:kfr

cc: (with copy of your e-mail)

The Honorable Henry Dargan McMaster
Robert L. Buchanan, Jr.
Beneficiary Review File

\\Server\data\docs\BROWN, JLTR.JONES.wpd

Adele J. Pope

From: Sonny Jones [AGSJONES@ag.state.sc.us]
Sent: Thursday, December 06, 2007 4:04 PM
To: rbuchananjr@bellsouth.net; adele@popelawfirm.com
Cc: Bob Cook
Subject: James Brown Matter
Attachments: James Brown Legacy initial offer 10-12-07_.doc



James Brown
Legacy initial off...

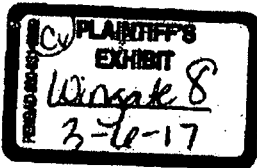
I, like each of you, have been contacted by Dr. Cox and Toby Byron as to the purchase (see attached 10/12/07 letter) of the Trust Estate for \$100 million plus 5% of the gross profits from the company to be formed. I, like each of you, have very little time left to devote to the intellectual property issue. However, I do not want to be the one referenced as the one who sat on an offer of \$100 million and lost it. Therefore, please advise as to the following (and more if you have further insight):

1. Is it that we do not have time to deal w/ this now and if so do we need to consult w/ someone who has the expertise
2. I have heard for the last 3 months that the sky will fall and the offer will go away if we do not accept it now...your thoughts. Also, who else is out there that can make an offer if at all
3. Are there some self serving interest w/ some of the local players in this that is causing this push
4. I was given Joe Katz in Atlanta as a person to call to get a feel if these current offer will in fact decrease in the near future...your thoughts on that contact

I would appreciate your thoughts and your indulgence but I would like to discuss now rather than explain later on...

Please advise. Thanks.

PS: When can we talk about the interesting information you recently discovered in the boxes from Keith Babcock.



JONES DEC. 6, 07 email to
Buchanan/ Pope

Adele J. Pope

From: Sonny Jones [AGSJONES@ag.state.sc.us]
Sent: Thursday, December 06, 2007 4:04 PM
To: dbuchananjr@bellsouth.net; adele@popelawfirm.com
Cc: Bob Cook
Subject: James Brown Matter

Attachments: James Brown Legacy initial offer 10-12-07_.doc

James Brown
Legacy initial off...

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1. Is it that we do not have time to deal w/ this now and if so do we need to consult w/ someone who has the expertise

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I would appreciate your thoughts and your indulgence but I would like to discuss now rather than explain later on...

Please advise. Thanks.

PS: When can we talk about the interesting information you recently discovered in the boxes from Keith Babcock.

Mr. Jones advised of
"October 18 Letter"
And percentages claimed by
Dallas, Bradley, Cannon,
Copsidas, Greenberg Traurig
& others. [See Filings
for details.]

**212 Newberry Street NW
Aiken, South Carolina 29801**

December 11, 2007

Internal Revenue Service
Chamblee, Georgia 39901-0021

Atlanta IRS Center
Taxpayer Advocate
PO Box 48-549
Stop 29A
Doraville, GA 30362

- Re: 1. James Brown, Deceased. Date of Death: December 25, 2006
SS# ~~219-02-0001~~
Form 1040, 12/31/05 Deficiency and Other Income Tax Returns
2. Estate of James Brown
TI # ~~26-0107037~~
3. The James Brown 2000 Irrevocable Trust
TI # ~~16-0107003~~
4. James Brown Enterprises, Inc.
TI #57-0929939
5. James Brown, LLC
TI # ~~50-0107003~~
Our File No. 8377

Gentlemen:

On November 20, 2007, we were appointed by the Court as Personal Representatives of the Estate of James Brown. We were also appointed Trustees of the James Brown 2000 Irrevocable Trust. A copy of the Order appointing us and our Certificate of Appointment as Personal Representatives is enclosed.¹

In the above capacities, on November 20, 2007, we became the officers of James Brown Enterprises, Inc.

¹ We notify you that certain parties are protesting our appointment.

Mr. Brown's Estate Plan provides for the creation of a non-charitable education trust which provides educational benefits for his designated grandchildren. It also creates a charitable trust, The James Brown "I Feel Good" Trust, which we believe will be funded with the bulk of his assets.

The Application for Recognition of The James Brown "I Feel Good" Trust is now pending, having been filed on December 5, 2007.

From every indication, there are very serious problems associated with the income tax returns of Mr. Brown and the Brown Entities.

Rather than detail each of the problems, we specifically request that we be given transcripts for Mr. Brown, the Estate, the Trust and each of the entities named above. We would then like to see if it is possible to work with a single auditor to try to resolve the issues related to all of the Entities.

David G. Cannon of Barnwell, South Carolina, served as attorney-in-fact and agent for Mr. Brown and one or more of the Brown entities for many years. His resignation as of August 10, 2007 and subsequent discoveries have made it important for us to seek a coordinated plan dealing with these issues. For example, Mr. Cannon asserted that Mr. Brown, for several years prior to his death, was an employee of Mr. Cannon's wholly-owned company, Seventh Decade Productions, Inc. We have been unable to ascertain what Mr. Brown's purported income was for these years because we are unable to find Forms W-2 for Mr. Brown from Seventh Decade or the entities.

We are taking the liberty of enclosing just two items from the Internal Revenue Service which have come to us since our appointment. We are unable to obtain adequate information to respond to these.

We have gained certain information from the former fiduciaries for Mr. Brown. They, and his accountant, apparently filed the following returns:

- A. James Brown, LLC 1999 – no later years
- B. James Brown Enterprises, Inc., 1999 – 2006, and unauthorized amended returns for 2004, 2005 and 2006
- C. James Brown, Individually 1999 – 2005 (We lack adequate information to attempt to file a 2006 return.)
- D. James Brown 2000 Irrevocable Trust – no returns filed.

Letter to the IRS
December 11, 2007
Page 3

We have engaged a new accountant and will file Powers of Attorney shortly. Meanwhile, we would appreciate the opportunity of coordinating these problems with a single agent, if possible.

The implementation of Mr. Brown's Estate Plan will provide a valuable resource to the State of South Carolina and the nation. We hope that you will work with us to try to resolve these problems so that we can proceed with the funding of the Trusts and the implementation of his Estate Plan.

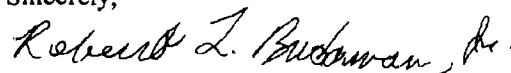
Thank you for your consideration. Our contact information is:

Robert L. Buchanan, Jr.
212 Newberry Street NW
Aiken, South Carolina 29801
Phone: (803) 649-2586, Ext. 203
Fax: (803) 649-1392
Email: rlbuchananjr@bellsouth.net

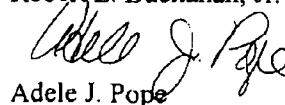
with copy to:

Adele J. Pope
1218 Taylor Street
P.O. Drawer 7125
Columbia, South Carolina 29202-7125
Phone: (803) 779-1870
Fax: (803) 779-1673
Email: adele@popelawfirm.com

Sincerely,



Robert L. Buchanan, Jr.



Adele J. Pope

AJP:lwm

Enclosures:

1. IRS Notice dated 11/13/07, James Brown, 2005 Form 1040
2. Returned James Brown Enterprises, Inc., 2006 Return

cc: William E. Sellars, Jr., CPA

\\Server\docs\BROWN ADMINISTRATION\TAXES\LTR.IRS.wpd

STATE OF SOUTH CAROLINA

COUNTY OF AIKEN

IN RE:

**Estate of James Brown, Deceased a/k/a
James Joseph Brown**

IN THE COURT OF COMMON PLEAS

Civil Action No. 2007-CP-02-0122

**AFFIDAVIT OF
DARREN JULIEN**

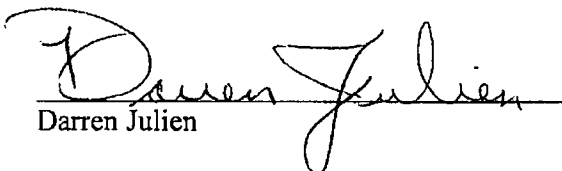
Before me, the undersigned notary public, personally came and appeared: Darren Julien,
who being duly sworn, deposed and said:

1. I am over eighteen (18) years of age and am fully competent to testify as to the matters contained herein.
2. The information contained in this affidavit is based upon my personal knowledge or upon information and belief obtained in review of this matter.
3. As affiant, I believe the information contained in this affidavit to be true, complete and accurate.
4. I am President and Chief Executive Officer of Julien's Auctions, an auction house specializing in celebrity and entertainment auctions.
5. My company has conducted auctions for high profile celebrities including Barbra Streisand, Cher, and the estate of Marilyn Monroe. My company has also partnered with many of the most recognizable names in the auction industry including Sotheby's and Christie's.

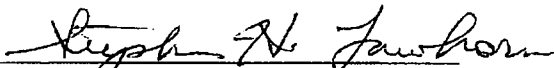
6. In October of 2007, at the request of Mr. Albert "Buddy" Dallas, I toured the Brown estate in order to get a general idea of the inventory. This was my one and only visit to the Brown estate.
7. I did not know Mr. Dallas at the time and this was my first meeting. In my dealings with Mr. Dallas, I believe that he at all times acted in accordance with the best interests of the James Brown estate in a professional manner.
8. After my visit to the Brown estate, I was contacted by a reporter with the Metro Spirit newspaper in Augusta, Georgia.
9. During a brief conversation with the reporter, I learned that she received my name from Mr. Dallas, who told her that my company was one of several companies being considered to conduct the auction.
10. Though I was under no duty to do so, as a matter of professional courtesy, I informed Ms. Adele Pope that I had received a telephone call from the Metro Spirit newspaper. Ms. Pope informed me that it would not be a problem that I spoke with the reporter. Ms. Pope stated that they do not listen to the press so regardless of what they say it will not affect their efforts.
11. When I gave the reporter an interview with my opinions about the Brown estate, and I stand firmly on the veracity of my opinions.
12. At no point in time has Mr. Dallas directed me or encouraged me to talk to the Metro Spirit newspaper or any other media outlet regarding the Brown estate. Mr. Dallas and I never had a conversation about Metro Spirit nor did we talk about anything relating to an interview as I only had this conversation with Ms. Adele Pope.

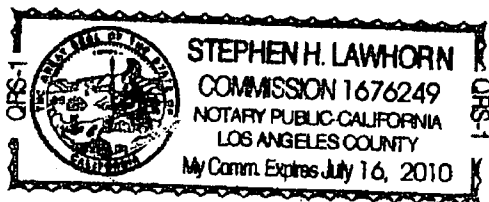
13. Ms. Adele Pope's assertion that Mr. Dallas directed or encouraged me to speak to the press is categorically denied.
14. At this time and because of Ms. Adele Pope's actions and allegations, we no longer desire to work with the estate of James Brown.
15. Attached hereto as Exhibit "A" is an email correspondence that I sent to Ms. Leila Dunbar of Sotheby's, which confirms the preceding statements.

FURTHER AFFIANT SAYETH NOT.


Darren Julien

SWORN to before me this
6th day of January, 2008.


NOTARY PUBLIC FOR STATE OF CALIFORNIA
MY COMMISSION EXPIRES: JULY 16, 2010



Byrd, R. Wayne

From: Dallas Law Firm [dallaslaw@classicsouth.net]
Sent: Thursday, January 10, 2008 10:50 AM
To: Byrd, R. Wayne
Subject: Fw: James Brown Estate

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

From: Darren Julien
To: dallaslaw@classicsouth.net
Sent: Wednesday, January 09, 2008 11:35 PM
Subject: FW: James Brown Estate

From: Darren Julien [mailto:darren@juliansauctions.com]
Sent: Wednesday, January 09, 2008 6:22 PM
To: 'Dunbar, Leila' [leila.dunbar@sothebys.com]
Subject: James Brown Estate

Hey Lee,

Good talking with you today! I wanted to warn you that I believe Adele Pope is trying to stir up trouble for some reason. She informed the judge that you told her in a phone call that I told you Buddy Dallas told me to go to the press and talk about the James Brown estate. After our conversation today I realize that you did not say this but I wanted to make sure you are careful with what you say to her as she is not being ethical nor is she being honest in her representations of the James Brown estate. I informed the attorney's today that what I told you was that the reporter from the Metro called me and when I asked how she got the information to call me, she said that Buddy Dallas told her that we were being considered to conduct the auction. I don't know Buddy Dallas very well at all but I do know he has always dealt with me honestly and with the best interests of the James Brown estate. I am finding the opposite to be true with Adele. Anyhow, onward and upward and if we do not get the sale at this point I am not concerned about it as we have a full schedule the way it is.

Darren

No virus found in this incoming message.

Checked by AVG Free Edition.

Version: 7.5.516 / Virus Database: 269.19.0/1216 - Release Date: 1/9/2008 10:16 AM

CERTIFICATE OF SERVICE

Court of Common Pleas - C/A 2007 CP 02-0122 / Estate/Case No: 2007ES02-0056

I, Wendy H. Hood, an employee of Turner Padgett Graham & Laney P.A., hereby certify that on this 8th day of February, 2008, a copy of the foregoing Affidavit of Darren Julien was (1) mailed to counsel of record, postage prepaid and properly addressed, and (2) e-mailed to the addresses as shown below:

Louis Levenson, Esq.
Levenson and Associates
125 Broad Street, SW
Atlanta, GA 30303

louis@levensonlaw.com

Ronald L. Richter, Jr., Esq.
Bland Richter, LLP
Peoples Building, Mezzanine Level
18 Broad Street
Charleston, SC 29401

ronnie@blandrichter.com

David Bell, Esq.
Bell & Bell Associates
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Augusta, GA 30903-1011

davidbell@davidbelllawfirm.com

Keith M. Babcock, Esq.
Lewis & Babcock, LLP
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Columbia, SC 29211

kmb@lewisbabcock.com

Robert Rosen, Esq.
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Charleston, SC 29402

rrosen@rosen-lawfirm.com

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Columbia, SC 29201

mattbodmanlaw@aol.com

Robert L. Buchanan, Jr., Esq.
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Aiken, SC 29802-0463

rlbuchananjr@bellsouth.net

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Atlanta, GA 30334

glewis@law.ga.gov

C. Havird Jones, Jr. Esq.
Senior Assistant Attorney General
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Columbia, SC 29201

AGSJones@ag.state.sc.us

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adele@popelawfirm.com

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jmg@jimgriffinlaw.com

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robtyoungatty@yahoo.com

James D. Bailey, Esq.
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Aiken, SC 29802

jdbaileylaw@bellsouth.net

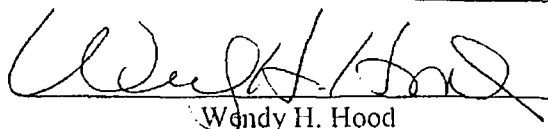
T. Heyward Carter, Jr., Esq.
Evans, Carter, Kunes &
Bennett, PA
P.O. Box 369
Charleston, SC 29402-0369
e-mail: Carter@eckb.com

S. Alan Medlin, Esq.
USC School of Law
1713 Phelps Street
Columbia, SC 29205

e-mail: amedlin@sc.rr.com

David L. Michel, Esq.
15 State Street
Charleston, SC 29401

e-mail: d_michel@yahoo.com


Wendy H. Hood

ZUMWALT, ALMON & HAYES PLLC

Music Row • Established 1983

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RAY GONZALEZ, ESQ.

Ray Gonzalez grew up in New Jersey and received his undergraduate degree from Princeton University, where he was initially exposed to the music industry in the early 1980s as an alternative rock disc jockey and eventually Station Manager of the student-run commercial radio station, WPRB-FM. Upon graduating from Princeton, Ray moved to California and enrolled at Stanford Law School, from where he graduated in 1987. Later that year Ray was admitted to the California Bar and became an associate at the Los Angeles law firm of

Ray Gonzalez
1014 16th Ave South
Nashville, TN 37212
ph: 615-850-2289
fax: 615-256-7106
rgonzalez@zahlaw.com

 [Download V-card](#)

Buchalter, Nemer, Fields & Younger, beginning his practice in the corporate transactional field.

For 16 years beginning in 1990, Ray worked in the Business & Legal Affairs department of Warner Bros. Records in Burbank, where he was a Vice President from 1998 to 2006. During his long tenure at Warner Bros., Ray experienced first-hand how the major labels began the long, difficult transition from the established disc and tape-based distribution model to the new "content-based" distribution model that is now emerging over multiple digital platforms. Ray's department was responsible for adapting the label's exclusive artist deals to the current business model as well as making and reviewing a multitude of unique third party deals addressing opportunities for the label that have arisen in the new digital era.

Ray served for three years as co-instructor for the popular UCLA Extension class "Understanding Contracts Of The Music Business", which was geared to explain typical music business concepts and the evolution of the business not only to lawyers and managers, but to artists and entrepreneurs as well.

As a member of the law firm of Zumwalt, Almon & Hayes, PLLC, Ray will be able to apply his vast business affairs expertise to a diverse array of individual and institutional entertainment industry clients.

Copyright 2004 - Zumwalt, Almon & Hayes, PLLC



Ray Gonzalez

500+
connections

Vice President, Legal, Music at Warner Bros. Entertainment

Burbank, California Entertainment

Current Warner Bros. Entertainment Inc.
Previous Chapman Spingola, LLP, Shackelford, Zumwalt & Hayes, Zumwalt, Almon & Hayes PLLC
Education Stanford University Law School
Websites Company Website

View Ray's full profile. It's free!

[View Ray's Full Profile](#)

Experience

Vice President, Legal Affairs, Music

Warner Bros. Entertainment Inc.

February 2015 – Present (1 year 9 months)

Partner

Chapman Spingola, LLP

June 2012 – January 2015 (2 years 8 months)

Of Counsel

Shackelford, Zumwalt & Hayes

January 2011 – May 2012 (1 year 5 months)

Partner

Zumwalt, Almon & Hayes PLLC

January 2007 – December 2010 (4 years)

Entertainment attorney at boutique entertainment law firm providing strategic business affairs services for companies and individuals in the fields of music, film, television, live performance and digital media.

Business & Legal Affairs

Warner Bros. Records Inc.

1990 – 2006 (16 years)

16 years experience in the Business & Legal Affairs Department at Warner Bros. Records.

[View this profile in another language](#)

Find a different Ray Gonzalez

First Name Last Name

Example: Ray Gonzalez

Ray Gonzalez
Regional Vice President of Purchasing, West Region at Meritage Homes
United States



Ray Gonzalez
Vice President/Branch Manager at Capital Bank
United States



Ray Gonzalez
WELDER
United States



Ray Gonzalez
Multiplatform Media Expert at Univision Communications Inc.
United States



Ray Gonzalez
Plant Manager at DePuy Orthopedic
United States

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People Also Viewed



Dennis McCafferty
Director - Music Business Affairs at nbc universal



Julie Butchko
VP, Music Clearance at DreamWorks SKG

Nicole de la Torriente Nelson

Dean Serletic
Music / Entertainment

Bekki Newton
Director, Music at The CW Television Network

stacy wallen
Music Supervision & Licensing at NBC Universal

**EXHIBITS TO INITIAL DESIGNATION OF EXPERTS AND
DISCLOSURE OF OPINIONS
Case No. 2013-CP-0201337**

- Exhibit 1 Affidavit/Expert Opinion of Richard B. Alexander (w/o exhibits)
- Exhibit 2 CV (current and former) of Ray Gonzalez, Esq., Entertainment Counsel
engaged by Defendants (Buchanan and Pope)
- Exhibit 3 CV (current and former) of Alan F. Rothschild, Jr., Esq., Exempt
Organization Counsel engaged by Defendants (Buchanan and Pope)
- Exhibit 4 Ltr. of Buchanan and Pope to Wm Klett, Esq. dtd. June 24, 2009
re: Corbis/Greenlight 2-year Publicity Rights Contract proposed by
Buchanan & Pope
- Exhibit 5 Carpenter Petition for Writ of Certiorari, In re: THE ESTATE OF JAMES
BROWN, February 17, 2015 with:
- Appendix Table of Contents and
- App. 72a Ltr. from Pope to the Honorable Alan Wilson and Others
 (April 3, 2014)
- App. 78a DNA & DIGNITY
- App. 130a Ltr. to Pope from Anita Knoepfle returning pleadings (May
 30, 2014)
- App. 137a Ltr. of Attorney General McMaster to Pope and Buchanan
 (July 30, 2008)
- App. 139a Ltr. of Pope to the Honorable Alan Wilson (June 26, 2013)
- Appt. 143a Ltr. of Pope to the Honorable Alan Wilson (Sept. 16, 2013)
- Exhibit 6 Affidavit/Expert Opinion of Rita B. Cullum, now Rita B. Caughman, dtd.
March 4, 2008
- Exhibit 7 Affidavit/Expert Opinion of James C. Hardin III
- Exhibit 8 Portion, 990-PF The Graham Foundation (2013)
- Exhibit 9 Portion, 990-PF, The Pope-Brown Foundation (2013)
- Exhibit 10 Affidavit/Expert Opinion of W. Steven Johnson, Esq.
- Exhibit 11 CV, W. Steven Johnson, Esq.

Estate/Trust of James Brown

212 Newberry Street NW
Aiken, South Carolina 29801

Robert L. Buchanan, Jr., Personal Representative

Adele J. Pope, Personal
Representative

February 9, 2009

Johnie Goodlett, Revenue Officer
Internal Revenue Service
1835 Assembly Street
Columbia, SC 29201
FAX: 803-765-5725

BY FAX AND CERTIFIED MAIL

Re: James Brown Enterprises, Inc.
~~TI-482-0928938~~

Dear Mr. Goodlett:

Enclosed please find the Order Appointing us as Personal Representatives of the Estate of James Brown and Trustees of the James Brown 2000 Irrevocable Trust.

We have requested, and undersatnd you are sending, tax transcripts and income transcripts for James Brown Enterprises, Inc. ("JBE, Inc.") for all years which you have available from 1999 through 2007. It is my understanding that you do not have 2008, but we would request it when it is available.

We are enclosing a copy of the Request for a Collection Due Process or Equivalent Hearing.

As I indicated to you, counsel for two of the three former PR/Trustees, Albert Dallas and Alfred Bradley (who assert that JBE, Inc., was owned by the Trust which they were managing), have indicated a willingness, through their counsel, to work with us to resolve these tax issues so that proper 2007 and 2008 income tax returns can be filed, and an appropriate amended 2006 return can be filed if we can obtain adequate information. The transcripts we have ordered should make this process easier.

Letter to Mr. Goodlett
February 9, 2009
Page 2

By copy of this letter, we are providing a copy of this document, and your final Notice of Intent to Levy, to counsel for David G. Cannon, who was responsible for the preparation, signing and filing of the 2003, 2004, 2005 and 2006 returns by Phil Farr, acting on behalf of JBE, Inc.

Thank you .

Sincerely,

Robert L. Buchanan, Jr.

Adele J. Pope

Enclosure

cc: William E. Sellars, Jr., CPA
Jan L. Warner, Esquire - Attorney for Cannon
R. Wayne Byrd, Esquire - Attorney for Dallas/Bradley

STATE OF SOUTH CAROLINA

COUNTY OF AIKEN

IN RE:

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

) IN THE COURT OF COMMON PLEAS
) SECOND JUDICIAL CIRCUIT

) CIVIL ACTION NO. 2007-CP-02-0122

) AFFIDAVIT OF RITA B. CULLUM

PERSONALLY APPEARED BEFORE ME, Rita B. Cullum, who, being duly sworn,
deposes and says:

1. My name is Rita Cullum. I am a Certified Specialist in Estate Planning and Probate Law. I have practiced law for approximately 15 years with the firm of Ellis, Lawhorne & Sims P.A. Prior to that I was a trust officer with C & S Bank, now known as Bank of America.
2. I am a Fellow of the American College of Trust and Estate Counsel.
3. I have served as Chairman of the Specialization Committee of the Estate Planning and Probate Law Trust Section of the Supreme Court of South Carolina Commission on Legal Education and Specialization. I have also served as Chairman of the Probate, Estate Planning and Trust Law Section of the South Carolina Bar.
4. Attached to this affidavit as Exhibit A is my biographical page from my Firm's website as well as information on me derived from Martindale-Hubbell.
5. I am not personally familiar with the Estate Plan of James Brown, but understand that he has a Will and an Irrevocable Trust, executed the same day, which designate that the same persons are to serve as Personal Representatives ("PRs") and Trustees.
6. I am very familiar with Wills and Trusts in general, including both revocable and irrevocable trusts. I have drafted many Wills and Trusts over the last 15 years, and reviewed and

Filed: 3-5-2008
Sue H. Roe
Judge of Probate
By: [Signature] 584

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ORIGINAL FILED
MAR 05 2008
1:03 3:05
AIKEN COUNTY
CLERK OF COURT

supervised the implementation of many more during the years I have served as a lawyer and trust officer.

7. Based on my experience, it is my opinion to a reasonable degree of certainty in my profession that it is entirely appropriate and customary for a Testator/Settlor to name the same person or persons to serve both as PR of the Testator's Estate and as Trustee of his or her Trust or Trusts. This includes Irrevocable Trusts.

8. In my years of experience it is customary for a client to want one person (or one group) to serve as both PRs and Trustees.

9. While serving as a trust officer I saw literally hundreds of examples of the Bank Trust Department serving both as PR and as Trustee for a particular client.

10. If a Testator has an estate plan in which the assets, or the majority of them, ultimately end up in the Trust, or the Trust is incorporated by reference in the Will, it is quite customary for the Testator/Settlor to use the same PR and Trustee.

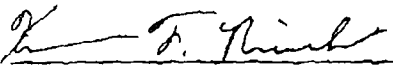
11. If a Will or Trust has at least 2 beneficiaries, there is always potential for conflict.

12. A prudent PR and Trustee have remedies within the law to help resolve conflicts. These include the appointment of a temporary Special Administrator or Special Trustee, or seeking Court guidance.

FURTHER DEPONENT SAYETH NOT.


RITA CULLUM

SWORN TO before me this
4th day of March, 2008


Notary Public for South Carolina
My Commission expires: 3/2/16

(L.S.)

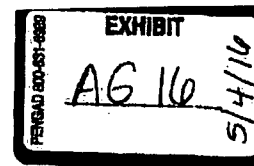


Exhibit E

Form **4768**

**Application for Extension of Time To File a Return
and/or Pay U.S. Estate
(and Generation-Skipping Transfer) Taxes**

OMB No. 1545-0161

(Rev. January 2008)
Department of the Treasury
Internal Revenue Service

Identification		
Decedent's first name and middle initial James	Decedent's last name Brown	Date of death 12/25/2006
Name of executor ADELE J. POPE Robert L. Buchanan, Jr	Name of application filer (if other than the executor)	Decedent's social security number ~~XXXXXXXXXX~~
Address of executor (Number, street, and room or suite no.) 212 Newberry Street, NW		Estate tax return due date 09/25/2007
City, state, and ZIP code Aiken, SC 29801	Domicile of decedent (county, state, and ZIP code) South Carolina	Daytime telephone number

Part III Extension of Time To File Form 706, 706-A, 706-D, 706-NA, or 706-QDT (Section 6081)**Automatic Extension**

If you are applying for an automatic 6-month extension of time to file:

- Form 706, check here ☐
- Form 706-A, 706-D, 706-NA, or 706-QDT, indicate the form by checking the appropriate box below.
☐ Form 706-A ☐ Form 706-D ☐ Form 706-NA ☐ Form 706-QDT

Additional ExtensionIf you are an executor out of the country applying for an extension of time to file in excess of 6 months, check here ☐

Also you must attach a statement explaining in detail why it is impossible or impractical to file Form 706 by the due date. See the instructions.

Enter extension date requested

Part III Extension of Time To Pay (Section 6161)

You must attach your written statement to explain in detail why it is impossible or impractical to pay the full amount of the estate (or GST) tax by the return due date. If the taxes cannot be determined because the size of the gross estate is unascertainable, check here ☐ and enter "-0-" or other appropriate amount on Part IV, line 3. You must attach an explanation.

Enter extension date requested
(Not more than 12 months)

- If this request is for the tax that will be or was due with the filing of Form 706, check here ☐
- If this request is for the tax that will be due as a result of an amended or supplemental Form 706, check here ☐
- If this request is for additional tax due as a result of an examination of your Form 706, check here ☐
- If this request is for a section 6166 installment payment, check here ☐

Part IV Payment To Accompany Extension Request

1	Amount of estate and GST taxes estimated to be due	1	
2	Amount of cash shortage (complete Part III)	2	
3	Balance due (subtract line 2 from line 1) (see instructions)	3	0.00

Signature and Verification

If filed by executor—Under penalties of perjury, I declare that I am an executor of the estate of the above-named decedent and that to the best of my knowledge and belief, the statements made herein and attached are true and correct.

Adele J. Pope Co-Personal Rep. Co-Personal Rep. 3/24/08
Executor's signature Title Date

If filed by someone other than the executor—Under penalties of perjury, I declare that to the best of my knowledge and belief, the statements made herein and attached are true and correct, that I am authorized by an executor to file this application, and that I am (check box(es) that apply(ies)):

- ☐ A member in good standing of the bar of the highest court of (specify jurisdiction) ☐
- ☐ A certified public accountant duly qualified to practice in (specify jurisdiction) ☐
- ☐ A person enrolled to practice before the Internal Revenue Service.
- ☐ A duly authorized agent holding a power of attorney. (The power of attorney need not be submitted unless requested.)

Filer's signature (other than the executor)

Date

For Paperwork Reduction Act Notice, see separate instructions.
DXA

Form 4768 (Rev. 1-2008)

HARDSHIP REQUEST FOR EXTENSION TO PAY ESTATE TAXES

ESTATE OF JAMES BROWN

Social Security Number: ~~258388000~~1

Date of Death: December 25, 2006

Date of Request: March 25, 2008

The undersigned Personal Representatives of the Estate of James Brown request an extension of 1 year, until March 25, 2009 to file and pay Estate Taxes with respect to James Brown, deceased, who died on December 25, 2006.

The Personal Representatives are:

**Robert L. Buchanan, Jr.
212 Newberry Street, NW
Aiken, South Carolina 29801
Phone (803) 649-2586, Ext. 203**

**Adele J. Pope
1218 Taylor Street
P. O. Drawer 7125
Columbia, South Carolina 29202-7125
Phone (803) 779-1870**

The address of the Estate is the address of Robert L. Buchanan, Jr., given above. Decedent died a resident of 930 Douglas Drive, Beech Island, Aiken County, South Carolina 29842.

The Personal Representatives also serve as Trustees of an Irrevocable Trust created by James Brown on August 1, 2000, known as the "2000 Trust".

The PR/Trustees were appointed by Order of the Aiken County Circuit Court on November 20, 2007, to replace three former PR/Trustees who had resigned. They were:

**David G. Cannon
P.O. Box 865
Barnwell, SC 29812
Date of Resignation: August 10, 2007**

**Albert H. Dallas
PO Box 1150
Thomson, GA 30824-1150
Date of Resignation: November 20, 2007**

**Alfred A. Bradley
1803 Green Pond Road
Aiken, SC 29803
Date of Resignation: November 20, 2007 2587**

The above former Trustees Cannon, Dallas and Bradley were named and served as Trustees of the 2000 Trust from August 1, 2000 until the dates of their respective resignations. They were appointed PRs on January 18, 2007. PR/Trustees Dallas and Bradley have tried to withdraw their resignations. They were denied reconsideration of the Order accepting their resignation by Order of the Circuit Court dated March 7, 2008. That Order is being appealed by them.

CASH FLOW:

As of the date of this request, the Estate/Trust has approximately the following cash or equivalents:

Cash in banks	\$20,000
Cash in Savings	4,000
Brokerage MM Account	<u>4,000</u>
	\$ 28,000 ¹

When the former PR/Trustees resigned they had not prepared or filed a date-of-death Inventory & Appraisal of the Estate of James Brown or a date-of-death Statement of Assets and Liabilities of the 2000 Trust. Further, they have not accounted for their actions either as PRs or Trustees. They have been ordered to do so by the Court. Former Trustee Cannon had refused to account, asserting that he believes the delivery of approximately 30 boxes of documents constitutes an accounting.

Former Trustees Bradley and Dallas, as of the date of this request, should deliver an accounting to the Court for their services as PR and separately as Trustees, about June 10, 2008. Their appeal of the court's Order directing them to account is expected to cause further delay and hardship to the Estate in its ability to sort out what are the assets of the Estate and Trust, and their values.

When assets are described in this Request as owned by the Estate or the 2000 Trust, they may be owned by James Brown Enterprises, Inc. [JBE, Inc.]. Because of the failure of the former PR/Trustees to keep adequate records, actual ownership among these entities may not be finally determined for years.

What is known with respect to JBE, Inc. is the following:

1. It is a South Carolina Corporation, wholly owned in 1999 by Mr. Brown.
2. In 1999 JBE, Inc. was determined to own approximately 2/3s of the Artist's share of royalties to approximately 800 of Mr. Brown's songs. (Mr. Brown was designated as the owner of the other approximately 1/3.)

In 1999, prior to the creation of the 2000 Trust, JBE, Inc. and Mr. Brown entered into a complex

¹ \$20,000 of the above amount belongs to M&T Bank, Trustee of the Royalty-backed Note discussed below which TIAA, the Noteholder, has allowed the Estate to retain to pay necessary costs to assist with the recovery of about \$373,000 due from Cannon to M&T in connection with \$900,000.00 he misappropriated about August 1, 2006.

(PRs have recently learned that the person claiming to be the spouse was paid a death benefit of approx \$30,000)

Schedule E - Jointly Owned Property . .	\$
Schedule F - Other Miscellaneous. . . .	\$
Royalties, image, persona, publicity rights, and all rights associated w/ unpublished songs.	\$ 80,000,000
Corbis Claim	\$ Unknown
Tangible Personal Property, as per Christie's valuation	\$ 1,400,000
Claim against Cannon, Dallas, Bradley and others for losses b/ween 1999 and 2008.	\$ 10,000,000
Schedule G - Transfers during Decedent's Life	\$ See F, above
Schedule H - Powers of Appointment. . .	\$
Schedule I - Annuities.	\$
TOTAL GROSS VALUE.	\$ 91,600,000
ENCUMBRANCES	\$
\$26 Million Royalty-Backed Note	\$ (20,000,000)
Expenses of Administration	\$ (4,000,000)
Date-of-death value of defense of approximately \$65,000,000 in claims against the Estate/Trust filed by Pullman, former PR/ Trustees, Bobbitt, Intrigue, GT and others, including administrative claims	<u>\$ (5,000,000)</u>
TOTAL NET WORTH.	\$ 62,600,000

Assuming that the Estate Plan is upheld, the calculation of the Taxes will be as follows:

TOTAL NET WORTH	\$ 62,600,000
Distributed as follows:	
Personal and Household Effects (Approx \$1 Million) to children	
(Brown Family Education Trust non-charitable \$2 Million)	
James Brown "I Feel Good" Trust (charitable)	<u>\$ 59,600,000</u>
Taxable Estate	<u>\$ 3,000,000</u>

Federal and S.C. Estate Taxes

\$ 460,000 plus interest from September 25, 2007

The weekly maintenance cost for the protection of the assets and defense of the Estate Plan is more than \$4,000. The Estate/Trust is expected to have no cash flow in approximately 5 weeks. The Estate has more than \$350,000 in administrative costs that have been approved by the Court, but cannot be paid. There is no money to insure assets, and the Court has been so notified.

By Court Order dated February 20, 2008, a sale of a selection of pieces of Tangible Personal Property was ordered. The items are to be sold by Christie's. The Order required a selection and notification process. As of the date of this Order, the final approval process is not complete.

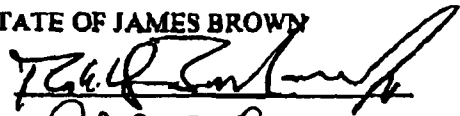
The PR/Trustees intend to make a substantial deposit toward the Estate Taxes when the net proceeds of the Christie's sale are received. This is estimated to be in September or October if the Christie's sale proceeds according to the Court-Ordered schedule.

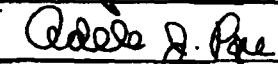
There are numerous contingencies, including a claim by a putative spouse; claims by 5 of 6 children to set aside Will; suit filed in Federal Court by a grandchild to contest the appointment of the PR/Trustees and seek the return of prior PR/Trustees; objection by the Attorney General of the State of South Carolina to the appointment of these PR/Trustees in both capacities (which objection was based primarily on affidavit by former PR/Trustees); claim by former PR/Trustees Dallas and Bradley that William Hammond, former attorney for the Estate/Trust, was named a Successor Trustee on or about July 26, 2007 (This purported designation was not disclosed to any Interested Parties or the Court until March 7, 2008.); claims by former PR/Trustees Dallas and Bradley that these PR/Trustees have no authority to act; and numerous other claims and objections.

In short, this Estate does not have the funds to pay the Estate Taxes; the beneficiaries have refused to pay their apportioned portion of the Estate Taxes as shown on Exhibit A; and, because of the failure of the former PR/Trustees to maintain adequate records, the date-of-death assets of the Estate, Trust and Related entities, and their values, are not known at this time and are not expected to be known for some time. It is, therefore, not possible to prepare an accurate Estate Tax Return at this time.

Respectfully submitted,

ESTATE OF JAMES BROWN

By: 

And: 

Its Personal Representatives

**FIRST SEMI-ANNUAL REPORT
TO DEVISEES, BENEFICIARIES AND ATTORNEY GENERAL**

Robert L. Buchanan, Jr. and Adele J. Pope
PR/Trustees, Estate of James Brown, James Brown 2000 Irrevocable Trust
(November 20, 2007 - May 20, 2008)

The undersigned present the following summary report of their activities as PR/Trustees for the first six months of their service commencing on November 20, 2007.

BACKGROUND

The PR/Trustees were appointed to serve under the Will of James Brown dated August 1, 2000 and the James Brown 2000 Irrevocable Trust dated August 1, 2000. These documents constitute the Estate Plan of James Brown. Pursuant to the appointment Order they have all of the authority and responsibility under the documents other than the obligation to name a third PR/Trustee.

A. Prior Service as Special Administrators (SAs)

The PR/Trustees served as non-fiduciary SAs from March 7, 2007 until November 20, 2007. Their charge was to oversee the actions of David Cannon, Albert Dallas and Alfred Bradley, who served as PR/Trustees until their resignations. **The primary challenges during this period were:**

1. **Obtaining critical information about the Estate, Trust and Brown Entities.**
2. **Preventing Cannon, Dallas and Bradley from selling Estate/Trust Assets and paying themselves between \$5 Million and \$17 Million; exposing the Trust/Estate to excessive claims; and exposing the James Brown "I Feel Good" Trust to disqualification. [See Exhibit 1 - Estimated costs of proposed sales by Cannon, Dallas and Bradley.]**
3. **Discovery of \$900,000.00 misappropriation and other secret dealings of former PR/Trustees Cannon, Dallas, Bradley, with W. Hammond, P. Farr, Powell Goldstein and others.**
4. **Failure of Dallas, Cannon and Bradley to Inventory or account for assets of Estate/Trust, or properly administer Estate/Trust.**
5. **Spousal/Elective Share Claims.**

B. Primary Accomplishments of the Period from March 7, 2007 - November 20, 2007:

With the help of many members of the family of Mr. Brown, the following things were

accomplished between Mr. Brown's death and November 20, 2007:

1. **Central location of many Estate/Trust records.**
2. **Prevention of sale of Estate/Trust Assets** with no study or analysis, and for the primary benefit of Cannon, Dallas, Bradley, Copsidas, and Greenberg Traurig ("GT") under the "October 18/20 Letter".
3. **Immediate and Permanent resignations of Cannon, Dallas & Bradley.**
4. **Return of \$350,000 of the \$900,000 taken from the 2000 Trust in 2006.**

SERVICE OF PR/TRUSTEES FROM NOVEMBER 20, 2007 - MAY 20, 2008

A. Primary Challenges.

Since our appointment as PR/Trustees on November 20, 2007 the Estate Plan of James Brown has faced new and greater challenges. **The major new challenges to the Estate/Trust are:**

1. **Defending Contest of Will and 2000 Trust by 5 of Mr. Brown's 6 acknowledged children and others, further threatening the James Brown "I Feel Good" Trust.**
2. **Federal Lawsuit filed by Forlando Brown seeking return of Dallas, Cannon and Bradley as Trustees of the 2000 Trust and to paralyze the ability of Trustees to act.**
3. **Stabilizing Estate/Trust and preventing "fire sale" of major assets.**
4. **Preventing return of Cannon, Dallas & Bradley as PR/Trustees.**
5. **Preparing to defend more than \$46 Million of claims against Estate.**
6. **Recovery of losses caused by Cannon, Dallas, Bradley and others.**

B. Summary of Actions taken during first Six Months of Service:

PR/Trustee Cannon resigned on August 10, 2007, and PR/Trustees Dallas and Bradley resigned on November 20, 2007 leaving the Estate/Trust in a deplorable financial condition and the Tangible Personal Property unprotected. These problems were exacerbated by the fact that the former PR/Trustees had no accurate records of assets, liabilities and/or income and expenses of the Estate or the 2000 Trust, and have never prepared appropriate accountings of their acts as PR/Trustees.

Six months after their resignation, **Dallas and Bradley have not yet filed an accounting** for the Estate and Trust. (By Court Order, their accountings as both PR and Trustees are due in

the Court on or about June 5, 2008.) Cannon, who resigned 10 months ago, repeatedly asserts his 5th amendment rights, refusing to answer questions about the Trust/Estate's finances.

In the face of these conditions, our primary concern has been to protect the tangible assets of the Estate/Trust and try to stabilize the Estate/Trust's financial condition enough to effectively defend the Estate Plan; begin recovery of losses caused by Cannon, Dallas and Bradley; and prevent a "fire sale" of the masters, royalties, image and persona, which are the primary assets of the Estate/Trust. Those matters are discussed in detail below.

C. Defense of Estate Plan

The PR/Trustees consider the greatest challenges to Mr. Brown's Estate Plan to be:

- a. Contest of the Will and Trust by 5 children and others.
- b. The Elective Share/Spousal Claims.
- c. Attempts by Cannon, Dallas and Bradley to be reinstated as PR/Trustees.

Since November 20, 2007, we have actively sought the assistance of the Attorney General of South Carolina in the defense of the Estate Plan of Mr. Brown and prevention of the return of Cannon, Dallas and Bradley as PR/Trustees. (See letter of AJP to C. Havird Jones dtd. 11/21/07.)

Between November 20, 2007 and the filed challenges to the Will and Trust in late December 2007, the PR/Trustees, through counsel, actively encouraged family members not to contest the Estate Plan of Mr. Brown. They urged that the 2000 Will and 2000 Trust (absent Cannon, Dallas and Bradley) accurately represent Mr. Brown's lifelong stated wishes.

The PR/Trustees' informal attempts to prevent challenges to Mr. Brown's Estate Plan were unsuccessful.

Despite the actions of Cannon, Dallas and Bradley, the PR/Trustees believe that the 2000 Will and 2000 Trust accurately reflect Mr. Brown's desires with respect to the disposition of his property at both the time of their execution and at his death. The PR/Trustees continue to actively defend the Estate Plan.

D. Defense of Spousal/Elective Share Claim

Based on representations of the children of Mr. Brown, his former counsel, the Brown Historical Records and the Public Records, the PR/Trustees believe that Tommie Rae Hynie Brown was not the surviving spouse of James Brown at his death. They will continue to defend against the Elective Share/Spousal claims.

The PR/Trustees have actively sought to coordinate the defense of the Estate Plan and the Elective Share/Spousal claims with the Attorney General of South Carolina.

The PR/Trustees would also like to join with Forlando Brown in the defense of Mr.

Brown's Estate Plan. His relationship with former PR/Trustees Dallas and Bradley and his attempts to return them as Trustees, however, make cooperation difficult at this time.

E. Stabilizing Estate/Trust Administration

Between November 20, 2007 and May 20, 2008 the PR/Trustees have taken a number of steps to stabilize the administration of the Estate/Trust. They include:

1. **Filing of Application for Recognition of James Brown "I Feel Good" Trust.** On December 6, 2007 the PR/Trustees applied for recognition of the James Brown "I Feel Good" Trust. (The former PR/Trustees had failed to take this action for more than 6 years.)
2. **Paying overdue security, insurance, appraisal, and storage fees not paid by the former PR/Trustees.**
3. **Terminating relationships with Intrigue Music Management (Frank Copsidas) and others who worked closely with former PR/Trustees Cannon and Dallas.**

F. Continuing work to prevent the Return of Cannon, Dallas & Bradley as Trustees

G. Protection of Tangible Asset of Estate/Trust

On November 20, 2007, the Tangible Personal Property (TPP) located at Mr. Brown's home estate was at great risk because of the Estate/Trust's financial condition. A sale of some items was required to raise funds to protect the Estate Plan. During the last 6 months, the following has taken place:

1. **Since January, 2008 approximately 70 Boxes of Masters, audio tapes and similar assets were shipped under secure conditions to an audio/film storage facility.**
2. **Approximately 360 lots have been placed with Christie's in New York, for sale at auction.**
3. **Pursuant to the request of the PR/Trustees, agreement of family members and Court Order, more than 3000 items have been placed with South Carolina State University's I.P. Stanback Museum and Planetarium, the South Carolina State Museum, The Lucy Craft Laney Museum of Black History and the Augusta Museum of History. These will be held for safekeeping (on loan) for up to 3 years while final disposition is being determined.**
4. **The PR/Trustees will seek Court approval on June 6, 2008 to Distribute or Sell (as their ultimate interests appear) much of the remaining TPP located at the Home Estate to Mr. Brown's 6 acknowledged children, James Brown II and Tommie Rae Hynie Brown. [The Estate Tax value of this Distribution/Sale is estimated to be less**

than \$250,000, but the property is believed to be of great personal value to his family. See proposal for details.]

5. Mr. Brown's capes and several other TPP issues remain unresolved. The PR/Trustees will continue to investigate, and seek counsel, when funds are received from the Christie's sale.

H. Quitclaim of Joseph Brown Home to certain family members.

With the consent of all acknowledged children of James Brown, and without objection of the Attorney General, the PR/Trustees are quitclaiming the Estate's interest in the home and contents of Mr. Brown's father, Joseph Brown, located in Augusta, Georgia, for \$60,000, taking 10% down and a note with Security Deed for the remainder. Sale is expected to close within 10 days.

I. Home Estate, Beech Island.

The PR/Trustees have determined that retaining the Home Estate is not consistent with the mission of the James Brown "I Feel Good" Trust. Pursuant to Court Order dated February 20, 2008, the PR/Trustees are seeking a museum purchaser for the home.

The museum purchaser may be either for-profit or not-for-profit. The PR/Trustees hope to be able to retain a portion of the acreage for ultimate use by the James Brown "I Feel Good" Trust in conjunction with a museum on the main Estate.

Certain children of Mr. Brown have offered less than \$1 Million for the property.

The PR/Trustees have ordered an appraisal of the property. After the appraisal is received, the PR/Trustees intend to actively pursue a museum-type sale of the property.

J. Proceedings for the Recovery of Losses Caused by Cannon, Dallas, Bradley and others.

1. On January 9, 2008 the Court approved the engagement by the PR/Trustees of Kendall Few, Esquire and James Gilreath, Esquire. With their assistance, the Estate/Trust now has pending the following actions for recovery of losses since 1999:

- a. Action against Cannon, Dallas, Bradley, GT, Enterprise Bank & Phil Farr pending in the Circuit Court for Aiken County, case number 2008-CP-02-322, seeking losses since 1999.
- b. Arbitration and Federal Court actions against Morgan Stanley related to the depletion of the 1999 Royalty-Backed Note proceeds.

2. In addition, the PR/Trustees, with James Bailey as counsel, are defending against the

approximately \$16 Million in claims filed by Cannon, Dallas & Bradley against the Estate. [See Exhibit 2.]

3. The PR/Trustees are defending the Forlando Brown Federal suit seeking the return of Cannon, Dallas & Bradley as Trustees (through voiding our appointment) and injunction to prevent the Trust from taking action.

4. The PRs disallowed GT's \$155,000 claim, and no suit was filed.

5. The PR/Trustees, represented by Matt Ballenger of Hogan & Hartson, were successful in dismissing the counterclaim by Pullman in the New York Litigation. [Details upon request.] An appeal may be taken by Pullman. [The PRs also intend to disallow Pullman's \$31 Million claim against the Estate.]

PROJECTIONS FOR NEXT SIX MONTHS

A. Receipt of Christie's Sale Proceeds:

The PR/Trustees have been severely restrained by the lack of funds. As soon as the Christie's sale proceeds are received, they hope to do the following:

1. Complete Estate Tax Return by September 25, 2008, and pay the approximately \$500,000 of Estate Taxes and Interest due.
2. Proceed with an aggressive search for a museum purchaser of the Home Estate. (Reserving some acreage for the Trust.)
3. Disallow approximately \$33 Million of pending claims, and be prepared for active defense of Petitions for Allowance of Claims. [See Exhibit 3 for claims of former attorneys/advisors of Cannon, Dallas and Bradley.]
4. Continue active defense of the Estate Plan of James Brown.
5. Continue active defense against the Spousal/Elective Share claims.
6. Work with entertainment counsel to enhance royalties, image and persona of Mr. Brown (without paying 50% of the gross, as proposed by Dallas, Cannon & Bradley).

B. Assistance with Possible Settlement.

The PR/Trustees believe that if they are joined by the Attorney General in a vigorous defense of the Estate Plan and rejection of the Spousal/Elective Share claim, the Estate/Trust will, within 6 months, be in a posture to evaluate and perhaps enter into a full settlement.

C. No sale of Royalties, Image and Persona.

Based on available information, the PR/Trustees do not believe that any sale of the royalties, image, or persona of Mr. Brown should be considered for **at least 2 - 5 years**. Mr. Brown's royalties from his approximately 800 published songs exceed \$3 Million annually. These Royalties have substantially reduced the TIAA debt since Mr. Brown's death.

The former PR/Trustees entered into only 1 substantial contract [James Brown - Boston project with David Leaf] between Mr. Brown's death and November 20, 2007 (ab. November 1). The current Trustees have entered into one substantial contract for a Musical Television Tribute to James Brown. [Confidential details available upon request.]

The PR/Trustees, over the next six months, will explore with entertainment counsel future enhancement of Mr. Browns' royalties, image and persona. Challenges to our authority as PR/Trustees by the Attorney General (based on erroneous information), former PR/Trustees Cannon, Dallas and Bradley and Forlando Brown have slowed, but not defeated, progress in these areas. The PR/Trustees are hopeful that these challenges will dissipate, allowing the Estate/Trust to enhance its potential. [Confidential details available upon request.]

REQUEST THAT ATTORNEY GENERAL AND FAMILY EXPLORE SETTLEMENT

The PR/Trustees are currently participating in at least 9 lawsuits for the benefit of the Estate/Trust, including:

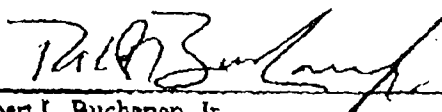
1. **Corbis** (Chicago) Litigation - brought by Mr. Brown in the name of the New James Brown Enterprises, et al, prior to his death.
2. **Pullman** (New York) Litigation - brought on behalf of James Brown Enterprises, Inc. by GT after the 2006 collapse of the Royal Bank of Scotland deal in May, 2006. Resulted in \$8 Million counterclaim by Pullman which our counsel has successfully defended as moot. [Appeal may follow.]
3. **Cannon suit against the Estate** on claim for more than \$6 Million.
4. **Dallas suit against Estate** on claim for more than \$5.5 Million.
5. **Bradley suit against Estate** on claim believed to be more than \$5 Million.
6. Estate/Trust suit/arbitration against **Morgan Stanley (2)**
7. **Estate/Trust suit against Cannon, Dallas, Bradley, Enterprise, Farr, GT**
8. Estate/Trust suit to enjoin Hammond, Dallas, Bradley & Cannon from interference.
9. Defense of Will/Trust contest (Will/Trust/Heirs proceeding)

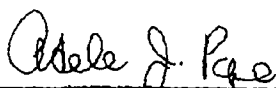
10. Defense of Elective Share/Spousal claims.

In addition, within the next few months we will also be defending a number of claims the PR/Trustees intend to disallow, including the \$31 Million Claim of Pullman and Claims of Attorneys and accountants for Dallas, Cannon and Bradley [See Exhibit 3 for List.]

While the PR/Trustees are occupied with these necessary suits and the defense of Mr. Brown's Estate Plan, they urge the Family Members and the Attorney General to work toward a reasonable resolution of the issues in dispute.

Respectfully submitted,


Robert L. Buchanan, Jr.


Adele J. Pope

May 20, 2008

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EXHIBIT 1
First Semi-annual Report to Devisees, Beneficiaries and Attorney General

Proposed "Gross" of Sale of Assets

	Proposed Gross Sale Price	\$ 26,000,000.00	\$100,000,000.00
	Less Payments from Sale Proposed by Cannon, Dallas and Bradley, TIAA + Pullman:*		
1	TIAA payoff	\$ (15,000,000.00)	\$ (15,000,000.00)
2	Pullman (12.5%) plus claim (\$31MM) ¹	\$ (3,250,000.00)	\$ (12,500,000.00)
3	Copsidas/Intrigue Claims (15%)	\$ (1,650,000.00)	\$ (12,750,000.00)
4	Cannon \$1,459,640 plus (5%) ²	\$ (2,759,640.00)	\$ (6,459,640.00)
5	Bobbitt (\$200,000)	\$ (200,000.00)	\$ (200,000.00)
6	Dallas (\$549,019) plus 5%	\$ (1,849,019.00)	\$ (5,549,019.00)
7	Greenberg Traurig, 5% (after TIAA) plus litigation costs (est'd)	\$ (550,000.00)	\$ (4,250,000.00)
8	P. Farr, W. Hammond, Powell Goldstein, S. Jackson, Hull Towill & other attys/acnts. of former PR/Trustees [at least]	\$ (700,000.00)	\$ (700,000.00)
9	A. Bradley [see claim]	\$ (1,300,000.00)	\$ (5,000,000.00)
10	Loss of Claims against Cannon/Dallas/Bradley/GT		\$ (13,000,000.00) ³
	PAYMENTS PROPOSED BY CANNON, DALLAS & BRADLEY*(At least)	\$ (27,258,659.00)	\$ (75,408,659.00)
	NET TO ESTATE/TRUST FROM SALE	\$-(1,258,659.00)	\$ 24,591,341.00

* Other than Pullman and TIAA, this reflects payments former PR/Trustees Cannon, Dallas and Bradley claim should be paid to themselves and others either from the GT October 18/20, 2006 Letter, their claims or fees incurred. The Pullman figure is based on his claim under 1999 document. Although disputed in its entirety, the Pullman amount would likely have to be escrowed at closing. TIAA is estimated payoff.

During 2007 a sale of all assets at \$45 Million was also proposed, from which Cannon, Dallas and Bradley proposed to pay the same percentage amounts stated above.

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¹ Both totals plus alleged damages.

² Both totals plus claim for commissions

³ At least

EXHIBIT 2
First Semi-annual Report to Devises, Beneficiaries and Attorney General

CLAIMS BY FORMER PR/TRUSTEES

A. CLAIM OF CANNON: Five percent (5%) of all revenue generated by gross bookings, royalties and any other funds generated by James Brown Enterprises, Inc. from whatever source and two and one-half percent (2.5%) for the handling of vintage revenue... This contractual claim is an ongoing claim for all revenue earned and not paid prior to death **and all revenue earned since date of death and all future revenues of James Brown Enterprises, Inc.** [Emphasis supplied.]

[Claim of David Cannon filed 9/26/07]

B. CLAIM OF BRADLEY: **Compensation as personal representative of the Estate of James Brown and Trustee plus** Celebrity Duck 10% of Revenues; Doll Deal 5% of 300,000; Georgia-Lina record 6%; Godfather of Soul Publishing now Geronimo Music, L.L.C. 6% of revenues; 10% of any revenues earned due to blank tapes sold by Alliance of Artists and Recording Companies for Brown recordings; **10% of any revenues earned due to the marketing and/or exploitation of master recordings; 5% of the royalties received from the "James Brown Doll"** [Emphasis supplied.]

[Claim of Al Bradley filed 9/7/07]

C: CLAIM OF DALLAS: **Compensation as personal representative of the Estate of James Brown and trustee of the James Brown Irrevocable Trust plus \$624,876** based on purported oral contract by which Mr. Dallas would receive **"5% of Mr. Brown's and his enterprises' gross revenue;** 5% of revenues from Teddy Bear Productions as agent for Hakuho Advertising Agency; 25% of royalties received from the "James Brown Doll"; 10% of revenues from God Father of Soul Publishing, **5% of Global Gaming revenue, 5% of revenues from the sale of Mr. Brown's writer's share music, and 5% revenues from the 1991 pay-per-view recording.** [Emphasis supplied.]

[Claim of Albert H. Dallas filed 9/7/07]

EXHIBIT 3
First Semi-annual Report to Devisees, Beneficiaries and Attorney General

**PAYMENTS, BILLS AND CLAIMS PRESENTED BY ATTORNEYS AND
ACCOUNTANTS FOR FORMER PR/TRUSTEES
FOR SERVICES FROM DEATH – NOVEMBER 20, 2007**

ATTORNEY/ACCOUNTANT	BILL OR CLAIM AMOUNT
Powell Goldstein (bill)	\$ 48,225.00
Rodney A. Peebles (payment and claim)	\$ 137,851.66
Smith, Massey, Brodie & Thurmond (claim)	\$ 33,322.20
Phillip G. Farr, CPA (claim)	\$ 25,977.60
Hull, Towill, Norman, Barrett & Salley (bill, firm of William Hammond)	\$ 124,518.26
Suggs Johnson (claim for \$5,747.81; now \$6,069.43)	\$ 6,069.43
Greenberg Traurig*	\$ 155,602.85
Lewis & Babcock (payment, claim, bill)	\$ 348,960.43
Jackson Law Office (claim filed)	\$ 61,273.25
TOTAL	\$ 941,800.68

* GT originally sought payments of approximately \$327,089.67. Claim filed was \$155,602.85. Withdrawn after PR/Trustees disallowed claim. (See ltr. of GT dtd. 3/10/08.)

LEVENSON & ASSOCIATES

Attorneys At Law

REC'D JUN 20 2008

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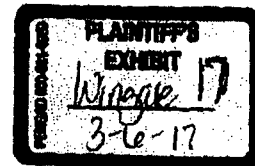
Louis Levenson
Lori J. Christman
Dylan Littlejohn

Office: (404) 659-5000
Facsimile: (404) 659-1355

June 20, 2008

VIA HAND DELIVERY

Jonathan Hewett
Senior Assistant General Counsel
State Bar of Georgia
Office of General Counsel
104 Marietta Street, N.W.
Suite 100
Atlanta, Georgia 30303



Re: Bar Grievance filed by Romunzo Brown, Eastanollee, GA
In re: Estate of James Brown
Aiken County Court of Common Pleas, South Carolina
Probate Case No.: 2007-ES-02-0056
Civil Action No.: 2007-CP-02-0122

Dear Mr. Hewett:

I am in receipt of your letter to me dated June 10, 2008. This letter and the associated attachments constitute my written response to David Bell's most recent letter dated May 23, 2008, along with his letter from Arthur Anthony, a Certified Forensic Handwriting and Document Examiner.

First and foremost, I do not have direct personal knowledge of how the signatures of Forlando Brown and Romunzo Brown were obtained and made part of the January 8, 2007 Levenson & Associates fee agreement titled "Memorandum And Representation Agreement". I sent the fee agreement out to all clients to be signed and what you have seen is what I got back in its final and signed form. What I do know for certain is that I did not sign or forge Romunzo Brown's signature as Mr. Bell's letter implied nor do I have any knowledge, until this ridiculous, insulting and untimely accusation was made, that anyone claimed the signature of Romunzo Brown was anything other than just that.

Initially I met with a majority of the Brown family in Aiken, South Carolina at the home of Deanna Brown-Thomas on January 8, 2007 (following the death of Mr. James Brown on Dec. 25, 2006) to discuss representation of all clients/children of James Brown relative to the Estate of James Brown. At this meeting, I had brought with me multiple copies of the unsigned Fee Agreement. The Fee Agreement dated 1/08/07 was signed and executed in my presence on 1/8/07 by Yamma Brown-Lumar, Deanna Brown-Thomas, Vanisha Brown, Larry Brown and Darryl Brown. They communicated with all other clients who were not present.

On that particular day, January 8, 2007, Tonya Brown, Terry Brown, Forlando Brown and Romunzo Brown were not physically present in Aiken due to scheduling conflicts. However, Mr. Terry Brown was present via telephone conference and he spoke with me and with all of his siblings (Terry Brown is the father of Forlando and Romunzo Brown). An unsigned Fee Agreement was then given to one of my clients for delivery to and signature by Ms. Tonya Brown and to Mr. Terry Brown and his two adult children, Forlando and Romunzo Brown (who were either living with or living in close proximity to Mr. Terry Brown in Eastanollee, Georgia) for review and signing.

Somewhere between January 15, 2007 and January 18, 2007, the signed and executed Fee Contract or contracts signed in multiple copies were delivered to my law office in Atlanta, Georgia. I cannot recall by what form of delivery because my staff and I did not save the envelopes or packaging. I can confirm they were received by my office but I can not confirm from whom I received each original signed version.

Louis Levenson and the law firm Levenson and Associates were hired by Terry Brown, Larry Brown, Daryl J. Brown, Vanish Brown, Deanna J. Brown Thomas, Yamma N. Brown Lumar, Tonya Brown, Romunzo Brown and Forlando Brown (a/k/a "Flip" and "William Brown") to represent their interests as beneficiaries of James Brown in the above referenced Estate and/or Trust matter.

On January 24, 2007, my office, after consultation with all clients, filed an Emergency Petition for Termination of Appointment and Removal of Personal Representatives and for Emergency Order Restraining All Personal Representatives on behalf of Romunzo Brown, Larry Brown, Daryl J. Brown, Vanish Brown, Deanna J. Brown Thomas, Yamma N. Brown Lumar, Tonya Brown, Terry Brown and Forlando Brown. The Emergency Petition was supported by all clients, including Forlando Brown, Terry Brown and Romunzo Brown (whether for those who benefited from the alleged Will or for those who might have benefited from the alleged Trust), because it was believed that those persons nominated to serve as fiduciaries (Mr. David Cannon, Mr. Albert H. Dallas, and Mr. Alfred A. Bradley) had grossly breached all of their duties of fair dealing both with James Brown during his life and with the corpus and the beneficiaries of the purported Trust.

At the first hearing on this above Petition held in Aiken, South Carolina on February 9, 2007, Terry Brown, Romunzo Brown and Forlando Brown were present, including all other clients, and heard me indicate to the Court on the record ([REDACTED]) who I represented, including Terry Brown, Romunzo Brown and Forlando Brown. NO ONE indicated to me that I did not represent Forlando or Romunzo Brown.

Many of the claims of breach of fiduciary duty have been substantiated and all three former co-personal representatives and former co-trustees have either been removed as of August 10, 2007 Order of the SC Court or have resigned as of November 20, 2007 Order of the SC Court. [REDACTED]

Furthermore, based primarily on this offices' diligent work for all of the clients, including the persons filing grievances against me with the Bars of Georgia and South Carolina, Mr. David Cannon is under investigation by the Internal Revenue Service and also by the South Carolina Law Enforcement Division [SLED] for his actions involving the Estate and/or Trust of James Brown.

On February 5, 2008 a lawsuit was filed by the Estate of James Brown against Mr. Dallas, Mr. Cannon, Mr. Bradley, and others, alleging conspiracy and various breaches of fiduciary duty. (See Complaint previously submitted).

Following the filing of the Emergency Petition on January 24, 2007 which resulted favorably with the appointment by the Court of Special Administrators to oversee the actions of the Personal Representatives and Trustees (Cannon, Dallas, and Bradley), Mr. Terry Brown, Mr. Romunzo Brown and Mr. Forlando Brown, individually, fired the undersigned and then, collectively, engaged new legal counsel, Mr. David B. Bell.

On or about March 24, 2007, my office received three separate faxed letters terminating my services, one from each of Terry, Romunzo and Forlando Brown. I also received a voicemail message from Terry Brown on the morning of 3/24/07 terminating me and my firm. For approximately eleven (11) weeks (January 18th – March 23rd) I represented these three individuals along with others. These three men received copies of legal documents filed by me on their behalf *and* attended various court hearings with me *and* with my other clients (their immediate family) *and* knowingly allowed me to represent to the Court ON THE RECORD THAT I WAS THEIR COUNSEL. If any one of them believed I did not represent them or have authority to speak or file legal documents for them, no one said it to me either orally or in writing. In fact, the opposite, as shown below, is true. None were unclear or unsure as to my legal representation of them. Why did they not bring it to my or to the Court's attention then? Why was it not brought to anyone's attention until a year later?

As to Mr. Romunzo Brown's disingenuous claim (as per David Bell's letter dated 3/18/08) that he did not sign the engagement letter of 1/8/2007 which essentially hired me and my office to represent him and others in the Estate of James Brown, this is ludicrous. Please note, the expert opinion of Arthur Anthony, the Forensic Handwriting expert, who finds that Romunzo G. Brown did not sign the 1/8/07 Fee Agreement. I don't know if this is correct, however neither Mr. Anthony nor Mr. Bell conclude *who did* sign Romunzo Brown's name to the agreement or whether or not Romunzo Brown's father, Mr. Terry Brown, may have executed the fee agreement on behalf of his two children. Furthermore, neither Mr. Anthony nor Mr. Bell has excluded the very great possibility that Forlando Brown or Terry Brown may have taken liberty of signing Romunzo Brown's name to the agreement themselves, with or without Romunzo Brown's permission. Nor has anyone (that I am aware of OR been disclosed to me) asked that question of them. Mr. Anthony was not engaged, I conclude, to make such determinations or opine beyond stating that the signature of Romunzo is not that of Romunzo.

It is quite apparent to me as it is to others involved in the Estate litigation in South Carolina that this is another desperate attempt by attorney David Bell, who was already found by the South Carolina Court to have failed to follow rules of Court (please refer to the 3/4/2008 Order denying Mr. Bell's motion to disqualify me as counsel for all of the other remaining clients, attached as **Exhibit 4**), and his client Forlando Brown to have me removed from this case entirely and to gain control or leverage in the Estate of James Brown in order to pursue their own personal interests, one of which is for Mr. Forlando Brown to attempt to purchase assets of the Estate and Trust for himself and others. Though Mr. Forlando Brown denied this role as purchaser of his grandfather's estate or any knowledge of this role under oath at his deposition, lawyers at Powell Goldstein in Atlanta have recently deposed otherwise on this very issue which, we expect, will shortly be a subject of criminal investigation by SLED.

Another example of how desperate David Bell and his client Forlando Brown are can be witnessed by their actions in November 2007:

On the morning of November 7, 2007, Attorney David B. Bell filed unbelievably frivolous pleadings in the Aiken County Courts on behalf of his (then) new client Ms. Velma Warren Brown claiming to be the surviving spouse of James Brown (Velma Brown is the mother of Mr. Bell's client Terry Brown and paternal grandmother of his other 2 clients, Romunzo and Forlando Brown) claiming Velma Warren Brown and James Brown never divorced and that Velma Brown "never signed divorce papers". This has a familiar sound similar to the accusations made against me. Attorney Bell on behalf of his client filed the Verified Petition of Velma Warren Brown's Election by Surviving Spouse to Take Elective Share in connection to the Estate of James Brown in the Probate Court of Aiken County. Forlando Brown even submitted and filed an Affidavit swearing to have diligently searched the official Court Records and found no record of a divorce being filed or finalized. (b)(6), (b)(7)(C)). By the VERY early afternoon of November 7, 2007, it was discovered by the Associated Press and all other counsel in this case that Velma Warren Brown and James Brown had indeed divorced in Richmond County, Georgia on August 26, 1969. (b)(6), (b)(7)(C)). Needless to say but it took Attorney David Bell approximately one week to file his withdrawal of Velma Warren Brown's Petition for Election By Surviving Spouse with the Aiken County Probate Court (b)(6), (b)(7)(C)).

Unfortunately no court has yet to sanction Mr. Bell or his clients for patently and knowingly false pleadings (which, by the way, if successful, would have usurped all or most of his previous clients' claims to interests in the Estate and Trust, a matter of conflict which does not concern Mr. Bell's duties of loyalties to his clients Forlando and Terry and Romunzo Brown).

One might question why my office or any other lawyer in the Estate case who has been prejudiced by the actions of Mr. Bell has not filed a grievance against Mr. Bell in Georgia for his actions. The answer is simple: I believe the Georgia Bar would consider such action during the pendency of the case to be an effort to gain some strategic advantage over Mr. Bell and his clients and that such grievance should wait until the conclusion of the case or the conclusion of Mr. Bell's representation of his clients in that case. Mr. Bell obviously does not subscribe to this approach.

To give the State Bar further insight into Attorney Bell's character and the behavior of his clients, please review the attached Joint Affidavit of Robert L. Buchanan and Adele J. Pope filed on May 15, 2008 in support of their Motion to Revoke David Bell's Pro Hac Vice in South Carolina (b)(6), (b)(7)(C)). In this Joint Affidavit is a laundry list of events which have occurred from the onset of David Bell's representation of Forlando, Romunzo and Terry Brown in the estate litigation in South Carolina.

Please allow me to bring to the State Bar's attention (in highlighted detail) the following historical documents submitted to the State Bar of Georgia in this very grievance wherein Romunzo Brown or his attorney of record David B. Bell assert repeatedly that I represented Romunzo Brown. Mr. Bell has never asserted that I did NOT represent them or have authority to act for them in the South Carolina courts owing to some defect in the fee agreement or the signature thereon:

1. Romunzo Brown's termination letter to Louis Levenson dated 3/24/2007 wherein he writes "I would like to end my involvement of the lawsuit of my grandfather's estate." He further writes "At the meeting at crispy cream you encouraged me to stay in this fight to help my family. It seems that you were always helping only one side of my family while the rest of us were being kept quite. Please take me out of this lawsuit and have my aunts put back all of the stuff they stole from my granddaddy's house." (b)(6), (b)(7)(C))

2. Romunzo Brown's follow-up letter to Louis Levenson dated 2/6/2008 to his termination letter dated 3/24/2007, approximately 11 months later: Mr. Romunzo Brown writes "You and your office represented me from January 2007 until I terminated you. Please send me a copy of the file you compiled on my behalf when you served as my attorney. This request includes all emails and correspondence you received or generated when you acted as my attorney." [REDACTED]

3. Romunzo Brown's GA Bar Grievance filed against Louis Levenson on 2/14/2008 which clearly states therein: "After December 25, 2006, and prior to January 24, 2007, I, along with my father, aunts, uncles, and cousins, hired Louis Levenson, Esq. to represent my interest in a Trust created by my late grandfather, James Brown. As a grandson of James Brown, I am a beneficiary under a Trust created by my grandfather to pay educational expenses of James Brown's grandchildren. I retained Louis Levenson to help me obtain payments from the Trust to pay educational costs....." [REDACTED]. If Mr. Romunzo Brown asserts in his grievance to your office that I *did* represent him, what does he rely on, other than the same document everyone else signed along with him, to evidence such representation? It is a rhetorical question please. (If Romunzo Brown hired me by his own admission, where is the basis, other than Mr. Bell manipulating Romunzo Brown, for this grievance?)

4. In the Affidavit of Romunzo Brown executed on 2/7/2008, Romunzo Brown swears and attests to the following: "2. He initially contacted Louis Levenson, attorney at law, in January 2007 when Yamma Brown Lumar's then husband, Darren Lumar, put them in touch with one another. 3. He contacted Louis Levenson to represent him in the James Brown matter for the sole purpose of obtaining a detailed accounting of the James Brown trust and James Brown estate....." and "6. His sole purpose for retaining Louis Levenson to serve as his attorney was to make sure that there had been no mismanagement of James Brown's assets prior to the death of James Brown or mismanagement of the James Brown trust." [REDACTED]

{He acknowledges in this very grievance that he "hired Louis Levenson, Esq." If he did not sign a Fee Contract, then how did he hire Louis Levenson? How was Louis Levenson retained by Romunzo Brown?}

I also want to provide you with the following historical background of facts relating to Mr. Romunzo Brown's claim that my actions since being terminated by him in March 2007 have violated Rule 1.9(a) of the Rules of Ethical Conduct for Georgia lawyers:

1/9/08 - On or around January 9, 2008 Forlando Brown (Romunzo Brown's brother) and their Georgia attorney David Bell filed a Motion to Disqualify Louis Levenson in the Probate Court of Aiken County, South Carolina.

3/3/08 - Judge Doyet A. Early denied their Motion to Disqualify me on March 3, 2008.

3/18/08 - On March 18, 2008, Attorney David Bell writes a letter to the State Bar of Georgia where Attorney Bell takes the liberty (somehow on his own without the signature of Romunzo Brown who was the person filing the grievance) to amend Romunzo Brown's bar grievance against me by adding a second cause of action and that is "for relying upon a forged document". It is Mr. Bell who raised this issue of forgery, not Mr. Romunzo Brown. See 3/18/08 Bell letter to Georgia Bar, [REDACTED].

Mr. Brown's second grievance against Louis Levenson is that his signature was forged on the document referenced as "Memorandum and Representation Agreement" dated January 8, 2007. Again, as in the Velma Brown situation discussed above, Mr. Bell's lack of diligence in reading prior documentation (i.e., his own clients' grievances contradicting what he files with the Bar himself) in the file becomes his undoing. No one, as yet, has taken Mr. Bell to task for this, though this matter will again be brought to the attention of the South Carolina Courts where Mr. Bell's position as counsel is subject currently to a motion to remove him from practice in that Court.

3/19/08 - The Order denying my Disqualification was appealed on March 19, 2008 by Attorney David B. Bell.

5/14/08 - The Appeal was dismissed by the SC Court of Appeals as interlocutory and not immediately appealable on May 14, 2008.

5/23/08 - Subsequently after the Appeal was dismissed, Mr. David B. Bell notifies the Georgia Bar of a handwriting expert opinion regarding Romunzo Brown's signature on Levenson's Fee Contract dated 1/8/07.

With respect to Romunzo Brown's second grievance against Louis Levenson where he says his signature was forged on the document referenced as "Memorandum and Representation Agreement" dated January 8, 2007 and that I knowingly relied upon a forged document with fabricated and false testimony, neither Louis Levenson nor any of his other Brown family clients signed Romunzo Brown's name or Forlando Brown's name to the Agreement. Nor were we aware that anyone contended it was forged (until about a year later when Mr. Bell had strategic reasons for wanting Louis Levenson removed from the case in South Carolina). Attached hereto please find copies of the Affidavits of Daryl J. Brown, Vanisha Brown, Larry Brown, Deanna J. Brown Thomas, Yamma N. Brown, and Tonya Brown (the children and a grandchild of Mr. James Brown who are Romunzo and Forlando Brown's aunts, uncles, and cousin), who all attest and affirm that each and every one of the Brown family/clients signed the Memorandum and Representation Agreement dated January 8, 2007 voluntarily and without influence. They further attest and affirmed having no responsibility for signing the name to the Agreement dated January 8, 2007. (The original Affidavits were previously filed on or about March 10, 2008 with the Supreme Court of South Carolina's Office of the Disciplinary Counsel in response to Forlando Brown's claim in South Carolina, [REDACTED])

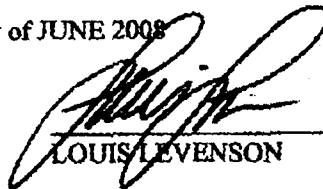
Also, please find attached hereto [REDACTED], the Affidavits of Adele J. Pope and Robert L. Buchanan, Jr., the Estate Personal Representatives, as to their experiences relative me as counsel for the remaining Brown heirs in the litigation in South Carolina. These Affidavits were previously submitted to the State Bar of Georgia in April 2008 by the Estate Personal Representatives.

Again, as I have stated previously, it was Terry Brown, Romunzo Brown and Forlando Brown who fired me and took legal action directly contrary to their previous legal positions asserted in Court together with the children of James Brown and the other grandchildren of James Brown. The State Bar of Georgia should dismiss this grievance and all related grievances filed by Terry Brown and Forlando Brown.

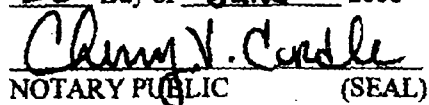


Furthermore, I'd like the State Bar to incorporate the undersigned's previous responses and exhibits to all related grievances previously submitted by me.

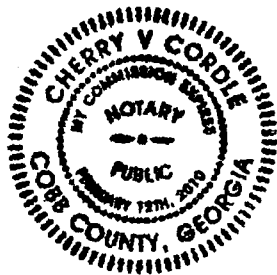
Respectfully submitted this 20th day of JUNE 2008


LOUIS LEVENSON

Sworn to and subscribed this
20 Day of JUNE 2008


NOTARY PUBLIC (SEAL)

Enclosures



STATE OF SOUTH CAROLINA)

COUNTY OF AIKEN)

IN RE:)

THE IRREVOCABLE TRUST)
AGREEMENT OF JAMES BROWN,)
A/K/A JAMES JOSEPH BROWN)

Court of Common Pleas
IN THE PROBATE COURT

2008-CP-02-1153
C/A No.:

C O P Y
ORIGINAL FILED

JUL 02 2008

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ash
AIKEN COUNTY
CLERK OF COURT

Emergency Petition for Appointment of Special Trustee(s)

This matter comes before the Court based on the Petition for Appointment of Special Trustee(s) filed on behalf of the Attorney General of South Carolina, by and through his undersigned counsel, who would allege as follows:

1. James Brown, a/k/a James Joseph Brown, executed an Irrevocable Trust Agreement dated August 1, 2000 ("Trust"). The "Trust" contained both a private trust, "The Brown Family Education Trust," and a charitable trust, The James Brown "I Feel Good Trust." Provisions in the "Trust" provided that upon termination of the private trust, a transfer of any remaining principal and accumulated income to the charitable trust.
2. The Attorney General of South Carolina, pursuant to his statutory, S.C. Code § 1-7-130, and common law authority, files this action in that he is "the proper party to protect the interest of the public at large in the matter of administering or enforcing charitable trusts." See Epworth Children's Home v. Beasley, 365 S.C. 157, 164, 616 S.E.2d 710, 714 (2005). See also S.C. Code § 62-7-405.

3. That Alfred A. Bradley, Albert H. Dallas, and David G. Cannon were named and served as Co-Trustees of the "Trust."
4. On or before August 10, 2008, David G. Cannon resigned as Co-Trustee of the "Trust." (See August 10, 2007, Order In Re: The Estate of James Brown, a/k/a James Joseph Brown, C/A No. 2007-CP-02-0122).
5. At a hearing on November 20, 2008, the remaining Co-Trustees, Alfred A. Bradley and Albert J. Dallas, resigned as Co-Trustees. Also on November 20, 2008, the Court appointed Adele J. Pope and Robert L. Buchanan as Co-Trustees of the "Trust." (See November 20, 2007, Order In Re: The Estate of James Brown, a/k/a James Joseph Brown, C/A No. 2007-CP-02-0122).
6. On November 30, 2007, Albert H. Dallas and Alfred A. Bradley filed a Motion to Vacate, Amend, and Reconsider the Order of November 20, 2007, as to their resignation and the appointment of Pope and Buchanan. The Court filed its Order denying the Motion on March 7, 2008. Dallas and Bradley subsequently filed a Notice of Appeal on March 19, 2008, with the South Carolina Court of Appeals. Pope and Buchanan filed a Motion to Dismiss or Stay the Appeal.
7. On or about May 28, 2008, the Court of Appeals issued an Order denying the Motion to Dismiss or Stay the Appeal. The Court stated as follows in its Order: "We further note that because this appeal does not implicate the Estate, the Estate litigation will be able to go forward while this appeal is pending. See Jackson v. Speed, 326 S.C. 289, 486 S.E.2d 750 (1997) (explaining the trial court retains jurisdiction over matters not affected by an appeal)."

8. The Circuit Court, in its November 20, 2007, Order (see above) granted the Attorney General time to file an objection to the appointment of Pope and Buchanan as Trustees if he desired. The Attorney General timely filed an objection on December 17, 2007. On March 7, 2008, the Court heard the Attorney General's objection to the appointment. The Court filed an Order on April 10, 2008, in connection with the Attorney General's objection, entitled "Order Denying Motion to Reconsider Appointment of Successor Personal Representatives and Trustees and Granting Related Relief." On April 24, 2007, the Attorney General filed a Motion to Alter or Amend Judgment and/or for Reconsideration pursuant to South Carolina Rule of Civil Procedure 59(e). Based upon the May 28, 2008, Order of the Court of Appeals, the Attorney General filed a Motion on June 18, 2008, to have his Motion for Reconsideration held in abeyance pending the outcome of the above-referenced appeal.
9. The Court of Appeals Order has the effect of staying any actions of the current or former Trustees as to fulfilling their duties in connection with the "Trust." See South Carolina Appellate Court Rules 205 and 225.
10. Based upon the above-referenced Court of Appeals ruling, there is currently no Trustee to administer and protect the assets of the "Trust." With no Trustee, the assets of the "Trust" are in danger of possible dissipation or loss. "The principle that a trust will never be allowed to fail for want of a proper trustee is one of the foundation principles – one of the 'mud-sills' – of chancery. This universal rule requires no citations." Leaphart, et al. v. Harmon, et al., 186 S.C. 362, 195 S.E. 628

(1838). The need for a Trustee is immediate and the request for the appointment of a

Trustee under the circumstances is appropriate. See S.C. Code Ann. § 62-7-704.

Based upon the foregoing, the appointment of a Special Trustee(s) pursuant to S.C. Code Ann. § 62-7-704 is necessary to preserve the "Trust" and secure its proper administration.

WHEREFORE, the Petitioners pray as follows:

- (a) That the Court hear their Petition at the next scheduled hearing, Petition being an Emergency Petition for Appointment of a Special Trustee(s);
- (b) That the Court appoint a Special Trustee(s) pursuant to S.C. Code Ann. § 62-7-704 and that the Special Trustee(s) be given the power to preserve the "Trust" and secure its proper administration and to conduct the administration unless and until otherwise restricted by the Court;
- (c) That the Court restrain and enjoin all current and former Trustees from exercising any power or authority related to the "Trust" for such a period of time the Court deems proper or unless and until otherwise ordered by the Court; and
- (d) That the Court grant such other and further relief that the Court deems just and proper.

Respectfully submitted,

HENRY D. McMASTER
Attorney General

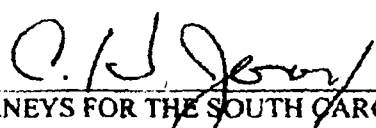
ROBERT D. COOK
Assistant Deputy Attorney General

C. HAVIRD JONES, JR.
Senior Assistant Attorney General

MARY FRANCES JOWERS
Assistant Attorney General

P. O. Box 11549
Columbia, South Carolina 29211
(803) 734-3680

BY:


ATTORNEYS FOR THE SOUTH CAROLINA
ATTORNEY GENERAL

June 26, 2008

STATE OF SOUTH CAROLINA
COUNTY OF AIKEN

)
) IN THE PROBATE COURT
)

IN RE:

) C/A No.:
)

THE IRREVOCABLE TRUST
AGREEMENT OF JAMES BROWN,
A/K/A JAMES JOSEPH BROWN
_____)

Summons

TO: JAMES D. BAILEY, ESQUIRE, ATTORNEY FOR ADELE J. POPE AND ROBERT L.
BUCHANAN, JR., AND R. WAYNE BYRD, ESQUIRE, ATTORNEY FOR ALBERT
H. DALLAS AND ALFRED A. BRADLEY:

YOU ARE HEREBY SUMMONED and required to answer the Petition within, a copy of
which is served upon you, and to serve a copy of your written response to the said Petition on the
subscribers at the Office of the South Carolina Attorney General, P. O. Box 11549, 1000
Assembly Street, Columbia, South Carolina, 29211-1549, within twenty (20) days after the date
of service hereof, exclusive of the day of service, and if you fail to answer the Petition within the
time aforesaid, the South Carolina Attorney General will apply to the Court for the relief
demanded in the Petition.

Respectfully submitted,

HENRY D. McMASTER
Attorney General

ROBERT D. COOK
Assistant Deputy Attorney General

Filed: 6-27-2008
Sue H. Roe
Judge of Probate
By: R. Truffi

1

C. HAVIRD JONES, JR.
Senior Assistant Attorney General

MARY FRANCES JOWERS
Assistant Attorney General

P. O. Box 11549
Columbia, SC 29211
(803) 734-3680

BY:


ATTORNEYS FOR THE SOUTH CAROLINA
ATTORNEY GENERAL

June 26, 2008.

Adele J. Pope

From: Sonny Jones [AGSJONES@ag.state.sc.us]
Sent: Monday, June 30, 2008 6:10 PM
To: Matt Bodman; jdbaileylaw@bellsouth.net; rlbuchananjr@bellsouth.net; shahidlo@bellsouth.net; weskirkland@bellsouth.net; davidbell@davidbelllawfirm.com; Carter@eckb.com; William Barr; jmg@jimgriffinlaw.com; William Toal; Lori Christman; louis@levensonlaw.com; Thomas Lydon; Steve Morrison; adele@popelawfirm.com; rnrrosen@rosen-lawfirm.com; amedlin@sc.rr.com; Audra Byrd; WByrd@turnerpadget.com; C. Bradley Hutto; d_michel@yahoo.com; robtyoungatty@yahoo.com; Steve Brown
Cc: Mary Frances Jowers
Subject: James Brown Matter- Special Trustee

Per the court's instruction today I will provide by next Tuesday(7/08/08) for the court's consideration names of suggested special trustee(s) for emergency appointment pending resolution of the appeal before the COA.

Please advise me as to any names you would like to offer for consideration by Wednesday, July 2.

Thanks.

C. Havird Jones, Jr.
Senior Assistant Attorney General
Office of the South Carolina Attorney General P.O. Box 11549 Columbia, SC 29211
Phone: 803.734.3654
Fax: 803.734.3677
AGSJONES@ag.state.sc.us

Estate of James Brown
212 Newberry Street NW
Aiken, South Carolina 29801

Robert L. Buchanan, Jr., Personal Representative

Adele J. Pope, Personal Representative

July 8, 2008

C. Havird Jones, Jr., Esquire
Senior Assistant Attorney General
Office of the Attorney General
State of South Carolina
P.O. Box 11549
Columbia, SC 29211-1549

BY FAX ONLY

Re: South Carolina Attorney General vs. Pope, Buchanan, Dallas and Bradley
Removed to Aiken County Circuit Court July 2, 2008
Case No. 2008-CP-02-1153
(On Motion to Dismiss)

Dear Sonny:

We have just returned from vacation and are responding to your June 30 email because our lawyer is still ill.

We do not believe that the Circuit Court gave you any instructions in the above matter on June 30, 2008, because the Court had no jurisdiction over this case at the time and no parties had been served. The matter was still pending in the Probate Court. It was not removed to Circuit Court until 2 days after the June 30 hearing. We believe our Motion to Dismiss served yesterday deals with the impropriety and violation of due process rights in your attempt to present any names to the Court.

We strongly dispute the suggestion in your email that Joel Katz, Stanley Jackson, David Cannon, Albert Dallas, Alfred Bradley and their counsel Steve Morrison, Thomas Lydon, Bradley Hutto and others, have any right whatsoever, at any time, to select any fiduciary for Mr. Brown's Estate or Trust.

Sincerely,

Robert L. Buchanan, Jr.

Robert L. Buchanan, Jr.

Adele J. Pope

Adele J. Pope

RLB,JR/AJP:ats

cc: (w/ copy of your email)

Interested Parties or Counsel

\\Server\docs\BROWN ADMINISTRATION\TR.JONES.08.07.wpd

THE JAMES BROWN COLLECTION

Thursday 17 July 2008

AUCTION

Thursday 17 July 2008
at 10.00 am (Lots 1-168)
and at 2.00 pm (Lots 169-329)
20 Rockefeller Plaza
New York, NY 10020

AUCTIONEER

Catherine Elkies (#866811)
John Hays (#0822982)

AUCTION CODE AND NUMBER

In sending absentee bids or making
enquiries, this sale should be referred
to as **MR. WASHINGTON-2116**

VIEWING

Saturday	12 July	10.00 am - 5.00 pm
Sunday	13 July	1.00 pm - 5.00 pm
Monday	14 July	10.00 am - 5.00 pm
Tuesday	15 July	10.00 am - 5.00 pm
Wednesday	16 July	10.00 am - 2.00 pm

This auction features

CHRISTIE'S  LIVE

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register at www.christies.com

smith / Corbis

sonnetry/Sigma/Corbis

CHRISTIE'S

View catalogues and leave bids online
at christies.com

EXHIBIT 16

EXHIBIT A



HENRY McMASTER
ATTORNEY GENERAL

July 30, 2008

Adele J. Pope, Esquire
Robert L. Buchanan, Jr., Esquire
212 Newberry Street NW
Aiken, South Carolina 29801

Re: James Brown Litigation

Dear Mrs. Pope and Mr. Buchanan:

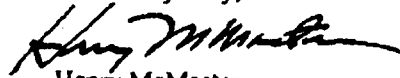
I am writing in response to your letter dated July 25, 2008. I am pleased that we may be able to work together towards our shared goals in connection with the Estate Plan of James Brown. As I mentioned in my last letter, Mr. Brown's Charitable Trust is a wonderful opportunity to further the education of needy children at institutions in South Carolina and Georgia. I hope that we will be able to work together to ensure that scholarships are funded as soon as possible.

While I have no objection to returning to our previous discussions about securing your proper appointment, I have concerns about whether this is possible given your unwillingness to consider the Special Trustee position. On several occasions you have indicated that you do not want to be appointed Special Trustee. I do not believe that you can be properly appointed permanent Trustee if you are not willing to resign and ask to be appointed Special Trustee, which I would support. Once you are appointed Special Trustee, we can ask the Advisory Board for a vote on the Trustee position, as required by Article XIII of the Trust document. If there is not a unanimous vote for you to be Trustee, then we can go to the Probate Court, have the matter removed to the Circuit Court, and have you properly appointed by the Circuit Court.

I am hopeful that as we go through this process, a third Trustee can be put in place along with both of you as required by Article VIII of the Trust. I appreciate your report in connection with my suggestions as to a suitable individual to serve as the third Trustee.

If you are willing to work together, I believe we can secure your proper appointment without further litigation, which would give us all more time to devote to the charitable intentions of Mr. Brown.

Yours very truly,



Henry McMaster

HMCM/mfj

FROM: ROBERT ROSEN (mailto:rnrosen@rosen-lawfirm.com)

Sent: Thursday, July 31, 2008 5:45 PM

To: amedlin@sc.rr.com; Andrew W. Chandler; david@michellawoffice.com; T Heyward Carter; M Jean Lee

Subject: RE: DNA ORDER Rosen, Robert, 8037791698 - 2:02 min. for x107

Can one of you revise DNA order?

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

From: Alan Medlin (mailto:amedlin@sc.rr.com)

Sent: Thursday, July 31, 2008 5:15 PM

To: Marcia Jones; Chandler@eckb.com; david@michellawoffice.com; Carter@eckb.com; jlee@eckb.com; Robert Rosen

Subject: Re: DNA ORDER Rosen, Robert, 8037791698 - 2:02 min. for x107

She's right about the grandchildren. I thought we were skirting that because we really didn't have standing so it suited me not to focus on the trust, but if she's for it and thinks that's how the judge ruled, then let's tweak the language per her suggestion. I had a 3.5 hour meeting this morning with AG and Terry Cox. Cox is no longer interested in buying the estate assets. He now wants to be part of a "team" to build back the brand, after which time his group might be interested in buying again. He claims the value of the estate has been significantly diminished because of Adolph. He said they were going to offer in the range of 65-70 M in November. Now he thinks we would get offers for 35-40M. Don't know what I think of him, but that part was interesting. Sonny of course was all over that so he can attack Adolph.

Terry, who clearly gets much of his info from Dallas, thinks the kids want to settle because they're afraid of DNA. He says they want to fire Louis but don't want to have to

1

pay him.

I could be wrong, but he strikes me as a desperate snake oil salesman.

He said that, based on much due diligence he's conducted, that James was in charge of his "family business" (the family being JB and the 3As) and that they did only what he told them. Seifert gets stronger and stronger.

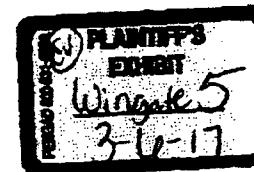
----- Original Message -----

From: "Marcia Jones" <mjones@rosen-lawfirm.com>

To: <amedlin@sc.rr.com>; <Chandler@eckb.com>; <david@michellawoffice.com>; <Carter@eckb.com>; <jlee@eckb.com>; <rnrosen@rosen-lawfirm.com>

Sent: Thursday, July 31, 2008 12:55 PM

Subject: DNA ORDER Rosen, Robert, 8037791698 - 2:02 min. for x107



03/24/2010 10:08 PM

AUETE PURE

ROBERT ROSEN
03/24/2010

2621

This agreement made this 10th day of August, 2008, by and among the Attorney General of South Carolina, Larry Brown (natural child of the deceased), Daryl J. Brown (natural child of the deceased), individually and on behalf of his minor children Lindsey Delores Brown (age 17) and Janise Vanisha Brown (age 12), Venisha Brown (natural child of the deceased), Deanna J. Brown Thomas (natural child of the deceased), individually and on behalf of her minor child Jason Brown-Lewis (age 17), Yamma N. Brown Lumar (natural child of the deceased), individually and on behalf of her minor children Sydney Lumar (age 8) and Carrington Lumar (age 6), Tonya Brown (grandchild of James Brown) individually, and Tommie Rae Brown (hereinafter "Tommie Rae") individually and on behalf of her minor child James Brown II.

The purpose of this agreement is to settle any and all differences among the parties above whose signatures appear below concerning the disposition, whether by will or otherwise, and/or transfer of any assets owned or controlled by James Brown, whether by will, intestacy, trust, or nonprobate means, state or federal law, and based on this, the parties hereto agree as follows:

1. All parties who sign below hereby recognize and stipulate, for all purposes and matters, that Tommie Rae was the legal wife of James Brown, during his lifetime and at the time of his death, and qualifies as his surviving spouse, and agree not to contest any claim by Tommie Rae by virtue of her status as surviving spouse and to file any and all appropriate pleadings and documents recognizing and stipulating said status as spouse.

2. All parties who sign below hereby recognize and stipulate, for all purposes and matters, that the children and grandchildren who sign below were and are the lawful and/or legitimate biological issue and heirs of James Brown during his lifetime and were in life at the time of his death, and qualify as his surviving issue, and all parties agree not to contest any claim by any child or grandchild by virtue of his or her status as lawful and/or legitimate issue or as an heir of James Brown and agree to file any and all appropriate pleadings recognizing and stipulating said status of the children and grandchildren named as lawful and/or legitimate issue.

3. All parties agree to say nothing negative in public or to any representative of the media about any of the parties hereto or about the terms of any settlement reached herein, whether about their roles in this litigation or their relative positions or status as an heir, child, issue, spouse, or as a grandchild and will further speak only through counsel or in Court about any matters relative to this case affecting or pertaining to each other or to this settlement. This agreement does not prevent any parties from publicly discussing events in court or Orders issued by the Court, so long as the parties are not critical of each other, nor does this agreement prevent any party from giving interviews or publishing books or articles about their lives, so long as they are not critical of each other nor commenting upon the terms of the settlement or the negotiations that lead thereto. The parties consent to an Order of the Aiken County Court of Common Pleas or to any appropriate Court to require the parties to comply with the terms of this paragraph of this agreement.

4. Tommie Rae, all children, and all grandchildren (if possible as to the grandchildren) agree to meet in person at a convenient time as soon as reasonably possible to reaffirm in person their mutual support and cooperation as a united group in support of the legacy of James Brown and in

further support of the agreements made herein

5. It is noted that all parties to this agreement have filed, at separate times, pleadings objecting to the validity of the August 1, 2000 Will of James Brown and the August 1, 2000 Irrevocable Trust. Tommie Rae, the children and grandchildren and the Attorney General of South Carolina (hereinafter the parties) have additionally agreed as follows:
- a) that a joint motion or other pleading will be filed seeking the removal of Mr. Robert Buchanan and Ms Adele Pope as Personal Representatives of the Estate of James Brown and as Trustees of the the August 1, 2000 Irrevocable Trust of James Brown, deceased and will mutually agree upon persons to appoint as successor representatives of the estate and trust pursuant to the provisions of applicable law
 - b) that a charitable trust substantially similar to the August 1, 2000 Irrevocable Trust (hereinafter the "Charitable Trust") shall be created and/or maintained and shall be valid and enforceable, including but not limited to the possibility of amendment to the August 1, 2000 Irrevocable Trust by agreement of all the parties hereto. The trustees of the trust shall include at all times one representative selected by the parties hereto who are clients of Levenson and one representative selected by Tommie Rae. The trust shall also include an advisory board that shall include some member(s) selected by the parties hereto who are clients of Levenson and one representative selected by Tommie Rae.
 - c) that there shall be no DNA testing of any children or grandchildren (or their issue) who are parties to this agreement and all such motions for same will be withdrawn or dismissed by consent of all parties hereto.
 - d) that the parties hereto will create an entity (the "settlement entity") that will receive any and all assets and or proceeds payable to any of the parties, now or in the future, by virtue of any rights of James Brown, any of the entities of James Brown, the Estate of James Brown, the August 1, 2000 James Brown Irrevocable Trust, the Charitable Trust, and/or any rights the parties hereto have as heirs, devisees, and/or successors to James Brown for any purpose, including not limited to copyright, royalty, persona, image, likeness, etc. The parties will divide any and all such assets and or proceeds in the following proportions for as long as such assets and proceeds are paid into said entity or any successor entity thereto: (1) 50% to Charitable Trust; (2) 25% to Tommie Rae Brown, which includes any share attributable to James Brown II; and (3) 25% to all parties hereto represented by Louis Levenson as they agree among themselves. Tommie Rae hereby waives any spousal right she may have to such assets to the extent that they might otherwise exceed 25% thereof. The parties hereto represented by Levenson waive any right they may have to such assets to the extent that they might otherwise exceed 25% thereof
 - e) All parties hereto waive any claim or right to seek forfeiture against any party pursuant to any in terrorem and/or no-contest clause under any will or trust of James Brown, and specifically agree that any and all contests that were brought were brought in good faith

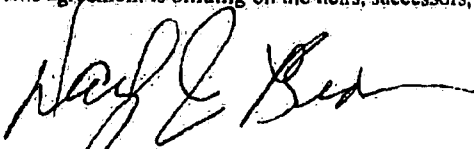
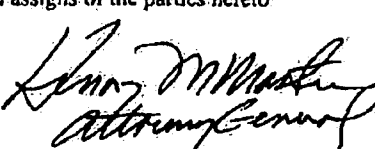
and with probable cause

- RB
- f) The promissory note and security deed currently due from the parties hereto represented by Levenson to the Estate of James Brown (with respect to the property known as Pops house, which is the home of the father of James Brown) will be marked satisfied and paid in full by the settlement entity for no additional payment being due.
 - g) In the event that any party brings to the settlement entity any offer culminating in a contract to purchase property and/or rights from the settlement entity, if such party's efforts are disclosed to the estate or trust or the settlement entity acting for said estate or trust, then such party shall be entitled to a finder's or broker's fee as shall be negotiated to the extent reasonable and appropriate under applicable law.
 - h) In the event that the property at 430 Douglas Drive, Beech Island, SC, is sold by the settlement entity, the parties hereto who are clients of Levenson shall have the right of first refusal to purchase said property at the Aiken County Tax Assessor's appraised value therefor as of the most recent assessment before the purchase. In the event the parties hereto who are clients of Levenson shall decline to exercise such right and close the sale within 120 days of the giving of the notice of the right of first refusal, then Tommie Rne shall have a right of next refusal for the next 120 days on the same terms as set forth above after she receives notice thereof.
 - i) The parties agree that a trust similar to the Brown Educational Trust under the 2000 Irrevocable Trust will be established for the grandchildren of James Brown, and their issue, for as long as allowed under the applicable Rule Against Perpetuities, but in no event lasting for a period longer than 90 years from December 25, 2006. This Brown family educational trust shall be funded with a principal amount of \$2 million, which shall be carved out from the share of assets and proceeds payable to the Charitable Trust. Upon the termination of this Brown family educational trust, the remaining principal and any undistributed income shall be distributed to the charitable trust.
 - j) The parties agree that any and all will and trust contests will be dismissed
 - k) The parties agree to use their best efforts to extinguish any other outstanding interests or claims by any potential heir, devisee, or successor and to the extent the termination of such interest or claim requires payment, for such payment to be made from the settlement entity, which of necessity would be allocated among the parties to the settlement entity pro-rata in aliquot shares
 - l) The parties agree that the settlement entity and/or the parties will endeavor to create an appropriate and respectful museum or other memorial burial place acceptable to the settlement entity in which to maintain the remains of James Brown, preferably at 430 Douglas Drive, Beech Island, if feasible. If such is not accomplished within 7 years from date, then in that event the remains will be interred in the cemetery where the parents of James Brown currently are located in Augusta, GA, with the settlement entity paying
- Tom
- HJB DBT JNUB
DBT JH + B JB

expenses of relocation. Parties hereto represented by Levenson, Tommie Rae, and James Brown II shall all have reasonable opportunities to visit privately the gravesite upon reasonable notice. The parties hereby waive any right to otherwise direct the location of the gravesite as a result of their status under law. The parties consent to an Order of the Aiken County Court of Common Pleas or to any appropriate Court to require the parties to comply with the terms of this paragraph of this agreement.

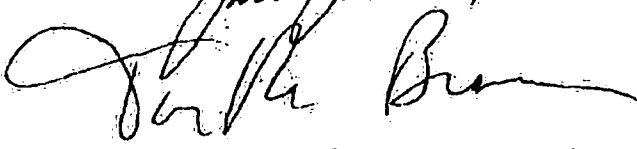
6 This agreement is a private binding agreement among the parties hereto. Although the parties hereto may agree to ask the Court to approve this agreement, this agreement remains binding among the parties and applies to personal representatives and trustees even if not approved by the Court.

7 This agreement is binding on the heirs, successors, and assigns of the parties hereto.

Feb  
David E. Brown

Launa Brown Thomas
Deanna Brown Thomas for
Venesta Brown
Deanne Brown Thomas for
Yanna Brown

Tommy 
Tommy Brown

 8/10/08
Paula Brown 8/10/08
Paula Brown 8/10/08

Adele J. Pope

From: Sonny Jones [AGSJONES@ag.state.sc.us]
Sent: Tuesday, August 12, 2008 10:51 AM
To: dearlyj@sccourts.org
Cc: J. C. Nicholson; Mary Frances Jowers; Matt Bodman; jdbaileylaw@bellsouth.net; rtbucananjr@bellsouth.net; shahidlo@bellsouth.net; weskirland@bellsouth.net; davidbell@davidbelllawfirm.com; Carter@eckb.com; William Barr; jmg@jimgriffinlaw.com; William Toal; Lori Christman; louis@levensonlaw.com; Thomas Lydon; Steve Morrison; adele@popelawfirm.com; mrosen@rosen-lawfirm.com; amedlin@sc.rr.com; Audra Byrd; WByrd@turnerpadget.com; C. Bradley Hutto; d_michel@yahoo.com; robtyoungatty@yahoo.com; Steve Brown
Subject: Fwd: Re: Proposed Email to Judge Early

Dear Judge Early:

We, the Attorney General of South Carolina, and Robert Rosen and Louis Levenson along with our clients are very pleased to announce to the Court that all differences between our clients have been resolved and fully settled in a written agreement which was executed following a mediation all day on Sunday August 10, 2008 on James Brown Boulevard in Augusta, Georgia. The Mediator was Tom Wills.

We believe that most of the issues in contention in the estate and trust matters are resolved by this agreement. There are still some issues that remain outstanding involving persons or attorneys who are not parties to our settlement. As such, we respectfully request that, before the hearing scheduled for Tuesday Aug. 19, 2008 in Aiken, SC, Your Honor please devote some time to a status conference with all counsel to discuss the ramifications of the settlement and how it impacts the future administration of the Estate and the Trust.

Because Louis Levenson had intended to present a proposed consolidated agenda for the hearing on August 19, 2008, and because all parties to the settlement referenced above believe that certain disputes involving non settling parties still remain and require hearings, below is an agreed upon list of issues and motions that can and hopefully will go forward on August 19, 2008:

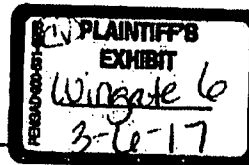
1. The PR/Trustees' Order Separating claims of Cannon, Dallas and Bradley (Approved by Mr. Byrd).
2. Scheduling hearing on separate Accountings of Dallas and Bradley as PRs and Trustees, and Attorney's fees. Removal/Appointment/Accounting, Case No. 2007-122 (For September, before September 25th please, Estate Tax Return due that day.)
3. Louis Levenson's Motion for Supersedeas and Bond regarding the Appeal by Buddy Dallas and Al Bradley (Evidence of damages will need to be presented.)
4. Remaining evidence and argument on Motion for Contempt as to Buddy Dallas and Al Bradley, filed by Clients of Louis Levenson on March 18, 2008 regarding testimony on March 7, 2008.
5. Rule 59 Motion to Alter or Amend and/or Reconsider Order Approving and Setting Conditions of Interim Payment of Educational Benefits filed by Louis Levenson on July 31, 2008.
6. David Bell/Forlando Brown's Withdrawal of Stipulation (filed on 8-1-08); and
7. David Bell's Motion to be Admitted Pro Hac Vice filed August 7, 2008.
8. Steve Brown's motions regarding M&T Bank.

We request that you stay or defer all other matters until some date after this status conference.

We also request that you let us know in advance if this is acceptable to you.

Thank you.

C. Havird Jones, Jr.
Senior Assistant Attorney General
Office of the South Carolina Attorney General
P.O. Box 11549
Columbia, SC 29211
Phone: 803.734.3654
Fax: 803.734.3677
AGSJONES@ag.state.sc.us



Form 706 (Rev. 10-2008)

Estate of: James Brown

259-32-3801

SCHEDULE F - Other Miscellaneous Property Not Reportable Under Any Other Schedule

(For jointly owned property that must be disclosed on Schedule E, see the instructions for Schedule E.)

(If you elect section 2032A valuation, you must complete Schedule F and Schedule A-1.)

1	Did the decedent at the time of death own any works of art or items with collectible value in excess of \$3,000 or any collections whose artistic or collectible value combined at date of death exceeded \$10,000? If "Yes," submit full details on this schedule and attach appraisals.	Yes	No
2	Has the decedent's estate, spouse, or any other person, received (or will receive) any bonus or award as a result of the decedent's employment or death? If "Yes," submit full details on this schedule.		X
3	Did the decedent at the time of death have, or have access to, a safe deposit box? If "Yes," state location, and if held in joint names of decedent and another, state name and relationship of joint depositor. See attached If any of the contents of the safe deposit box are omitted from the schedules in this return, explain fully why omitted.		

Item number	Description. For securities, give CUSIP number. If trust, partnership, or closely held entity, give EIN	CUSIP number or EIN, where applicable	Alternate valuation date	Alternate value	Value at date of death
1	Jewelry and Furs. Value based on former Personal Representatives' Probate Court Inventory and Appraisement balance. Tangible Personal Property.				114,529
2	Residue of assets including those owned by the estate, trust & other James Brown entities including but not limited to royalty interests, reversion rights, image, persona, licenses & other related rights including rights owned by Geronimo, LLC; James Brown DBA The New James Brown Enterprises, Inc. (sic); and James Brown Enterprises, Inc. Also including but not limited to rights and claims against former PRs/Trustees, Seventh Decade and/or others for losses during the period prior to the death of James Brown.				84,000,000
Total from continuation schedules (or additional sheets) attached to this schedule					0
TOTAL (Also enter on Part 5-Recapitulation, page 3, at item 6.)					84,114,529

(If more space is needed, attach the continuation schedule from the end of this package or additional sheets of the same size.)
(See the instructions on the reverse side.)JSA
6R0212 0.030

SEE PRS' STATEMENT C ATTACHMENT #1

Schedule F - Page 10

2627

JB Estate13

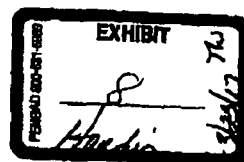
Bob's & Adele's Correct \$84 Million Value for James Brown Assets

I. Evidence of \$84 Million Value Before Bob & Adele Named.

- 2003 -2006 Brown earns \$18 Million between 2003 and 2006 in Road shows (Morris)
- 2000 - 2007 Brown earns \$3 million a year in royalties from copyrights.
- May 2006 Royal Bank of Scotland Appraisal puts major copyrights at \$42 Million.
- At Death Brown has claim against Cannon for \$12+ Million taken since 1999.
- At Death Movie Deal option pending & paying Brown each year, \$750K total.
- At Death Brown has claim against Morgan Stanley for Cannon \$10 MM takings.
- At Death Brown has claim against Katz/GT re: Oct. 18 Ltr., RBS deal, etc.
- Early 2007 Jg. Walter Williams discusses \$250 Million value of James Brown assets with investors & Jg. Bradley, who has knowledge of Brown holdings.
- Jan. 2007 Cannon/Dallas offer Yamma & Deanna \$5 Million, 5% of assets.
[*Cold Sweat*]
- Jan. 2007 Daryl, others report Cannon trustees digging for cash at Beech Island.
[Cannon later confirms boxes of money and buried funds.]
- Early 2007 Pinnacle issues prospectus to raise \$200 Million to buy/manage assets.
- Feb. 2007 R. Peebles reports Brown earning \$1 million per week on European tours.
- Feb. 2007 Hynle's lawyer claims "Book of Music" (copyrights) alone may be worth \$100 million. Confirms Hynle has substantial knowledge of assets.
- March 2007 Jg. Williams' \$100 Million value reported to *Chattanooga* is conservative.

II. More Evidence of \$84 Million Value While Bob & Adele SAs.

- May 2007 Dr. Cox values publicity rights at \$40-\$50 Million; Royalties, \$36-\$45 MM.



Sept. 2007 Wm. Sellars, CPA seeks IRS estate tax extension with \$80 MM value.

Oct. 2007 Cox Group, TJBL, issues first "Letter of Intent" to Dallas for \$100 MM.

2007 Buddy Dallas tells Bob & Adele \$100 Million sale under Oct. 18 Ltr. ok.

Nov. 2007 Dr. Cox reports Industry Standard for Royalties = $12 \frac{1}{2}$ x revenues.

Nov. 2007 Tax Atty. Wm. Hammond value assets at \$85,663,562.99 on I & A.

Nov. 2007 Bob & Adele propose to value Royalties/Publicity Rights by formula
 $12 \frac{1}{2}$ - 14 times Royalties plus $\frac{1}{2}$ annual Gross Road Revenues.

Nov. 2007 Neither AG McMaster nor anyone else opposes valuation proposal.

III. More Evidence of \$84 Million Value While Bob & Adele PR/Trustees.

2007

Dec. 2007 AG Jones Inquires about \$100 Million offer. Oct. 18 Ltr. prevents sale.

Dec. 2007 **Will/Trust Challenges Put Temporary Hold on Consideration of Sales.**

2008

Jan. 2008 Forlando/Powell Goldstein (PG) claim tens of millions in 2000 Trust.

Feb. 2008 Second TJBL \$90 - \$100 Million letter of Intent. First Terry \$2 Million offer for all TPP.

By Mar. 2008 Estate/2000 Trust sue Cannon, MS, GT Now pending. Seeking \$30MM.

Mar. 2008 Cannon takings known to be \$17 Million. (MS + \$5 MM "check to nobody")

March 2008 3rd TJBL \$90 - \$100 Million offer for 2000 Trust assets. 2d Terry offer.

Aug. 2008 McMaster Settlement Reached. Bob & Adele asked to "stand down."

Sept. 2008 AG & Settling parties decline to help w/ preparation of Est. Tax Return.

2008 Prof. Einhorn advises Bob Brown's Copyrights likely 15 - 20 x revenue

Sept. 2008 Bob, Adele, Sellars file Est. Tax Return w/ Value at about \$84 Million.

Sept. 2008 Forlando says under oath that \$150 Million offers still available.

Oct. 2008 AG and all Settling Parties given Estate Tax Return. No objections filed.

2009

Jan. 2009 Bob & Adele invite AG, Hynie, etc. to Corbis/GreenLight meeting, NYC.

Feb. 2009 Jg. Early's order frees Bob and Adele to propose Right of First Offer.

2009 Hynie's lawyers seek *ex parte* Order to stop any sale of Brown assets.

Spring 2009 Bob and Adele warn AG McMaster of Terry/Bell devaluation scheme.

Spring 2009 Harley Ruff, Esq. testifies about Estate/other tax problems of Settlement.

Spring 2009 Bob & Adele propose Corbis/GreenLight Publicity Rights Deal projected to bring in \$2 Million per year. Rejected by Settling Parties.

IV. More Evidence of \$84 Million Value By Filing of Richland 4900

June 2009 Bob & Adele urge F. Kingsmore of Nexsen Pruet (NP) & Russell to begin Corbis/GreenLight 2-year Publicity Rights contract, expected to earn \$2 Million per yr.

June 2009 Kingsmore says it seems a good idea, but must check w/ David Bell.

Aug. 2009 Hynie's lawyer (Medlin) proposes to Nexsen Pruet (NP) and others to devalue Brown's copyright to 6- 8 x revenues & publicity rights at ZERO.

Sept. 2009 NP attorney Wilkins requests lift of stay during McMaster Settlement appeal. States:

THE STAY SHOULD BE LIFTED TO ALLOW BAUKNIGHT TO CONTINUE AND TO EXECUTE THE PLANS THAT HE WAS ALREADY WORKING ON TO ENTER INTO VARIOUS BUSINESS VENTURES FOR THE ESTATE; FOR EXAMPLE, MARKETING JAMES BROWN'S MUSIC, MARKETING HIS IMAGE, HIS PERSONA, DEVELOPING VIDEO GAMES WITH JAMES BROWN AS THE CENTRAL CHARACTER, PRODUCING A DIGITAL REBIRTH OF JAMES BROWN JUST LIKE THE BEATLES ARE DOING TODAY AND NEGOTIATING A MOVIE DEAL. WE'VE HAD NUMEROUS OPPORTUNITIES TO ENTER INTO DOCUMENTARY SERIES ABOUT JAMES BROWN AND ALL OF THESE THINGS ARE JUST SITTING THERE READY TO GO....

2010 Richland 4900 claims Bob & Adele should have accepted \$100 million offer to Dallas in 2007 while telling IRS & Supreme Court no offers made.

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF SOUTH CAROLINA
COLUMBIA DIVISION

Forlando J. Brown	)	Civil Action No.:3:08-CV-00014-WOB
	)	
Plaintiff,	)	
	)	
vs.	)	
	)	
Adele J. Pope, individually and As	)	
Trustee of the Irrevocable Trust	)	
established by James Brown in August 1,	)	
2000, and	)	
	)	
Robert L. Buchanan, Jr., individually and	)	
As Trustee of the Irrevocable Trust	)	
established by James Brown in August 1,	)	
2000.	)	
	)	
Defendants.	)	

RULE 26(a)(2)(B) REPORT OF EXPERT
TESTIMONY OF JAMES C. HARDIN III

PERSONAL BACKGROUND AND QUALIFICATIONS

1. I am an attorney licensed to practice law in the States of South Carolina and North Carolina. I am a certified specialist in estate planning and probate law in the States of South Carolina and North Carolina. I have been practicing law since 1974, with my practice being concentrated in the areas of estate planning, probate and trust law, including drafting wills and trust agreements, serving as attorney for fiduciaries (executors and trustees), as well as service as fiduciary.

2. I am co-author with S. Alan Medlin of the treatise The South Carolina Trust Code (SC Bar Publishers, 2006). I served a Chair of a South Carolina Bar Committee which studied the Uniform Trust Code, and, on behalf of the South Carolina Bar, assisted in the passage in 2005 of the South Carolina Trust Code, based in large

measure on the Uniform Trust Code. The South Carolina Trust Code, like the Uniform Trust Code, covers both charitable and noncharitable trusts. I also served on the South Carolina Probate Code Bar Study Committee in the 1970's and 1980's and assisted in the passage of the South Carolina Probate Code in 1986. I am a Fellow and former South Carolina State Chair of the American College of Trust and Estate Counsel (ACTEC). I am very familiar with the charitable trusts and gifts, and several years ago was engaged by Duke University to draw its series of sample charitable trust and gift forms for use by donors to the University. Please see my resume attached, which includes these and other qualifications, including a list of all publications authored by me within the preceding ten (10) years. Another attachment lists other cases in which I have testified or provided depositions as an expert within the past four (4) years.

NATURE OF OPINION

3. I have been retained by the law firm of Sowell Gray Stepp & Laffitte, LLC, as counsel for Robert L. Buchanan, Jr. and by Daryl L. Williams, Esquire, of the firm of Jeter & Williams, P. A., counsel for Adele J. Pope in connection with the above captioned matter wherein Forlando J. Brown has commenced an action against Buchanan and Pope, individually and as Trustees of the Irrevocable Trust established by James Brown on August 1, 2000 (the "James Brown Trust"). Mr. Forlando Brown alleges that Pope and Buchanan have breached their fiduciary duties and requests that they be removed as Trustees and enjoined from taking any further activities with respect to the Trust.

4. I have been asked to give an opinion as to whether Pope and Buchanan breached their fiduciary duties as Trustees of the James Brown Trust. I am being paid at my regular hourly rate from time to time for legal services rendered as well as being reimbursed for my costs and expenses. My present hourly rate is \$415 per hour. I am

also billing for the services of support personnel who assist me whose rates range from \$180 per hour to \$200 per hour.

**DATA AND OTHER INFORMATION CONSIDERED
BY THE WITNESS IN FORMING THE OPINIONS**

5. Amended Complaint of Forlando Brown, Responsive Pleadings of Pope and Buchanan, including Motion to Dismiss, and Answers to Interrogatories of Pope and Buchanan.

6. The Orders handed down by the Honorable Sue Roe, Probate Judge for Aiken County, South Carolina, the Honorable Doyet A. Early, III, Circuit Court Judge for the Second Judicial Circuit, and the Honorable Jasper Cureton, Judge of the South Carolina Court of Appeals.

7. Selected transcripts of hearings in regard to the aforementioned State Court Orders.

8. Depositions of Adele J. Pope, Robert L. Buchanan and Forlando J. Brown.

9. The legal authorities set forth in the portion of this report captioned "Authorities Consulted."

OPINION

Based on my review of the foregoing information and legal authorities, the following are my opinions arrived at to a reasonable degree of professional certainty.

A. Propriety of Service of Pope and Buchanan as both Personal Representatives of the Estate of James Brown and Trustees of the James Brown Trust

10. Mr. Forlando Brown's allegation that Pope and Buchanan have an inherent conflict of interest because they serve as Personal Representatives of the pour-over Will and Trustees of the James Brown Trust is neither supported by the practicalities of estate and trust administration nor by governing legal authorities. It is

both customary and appropriate for a client to name the same person or entity as Personal Representative of his or her Will and as Trustee of his or her Trust Agreement, whether revocable or irrevocable. In the course of thirty-four years of practice, I have drafted hundreds of wills and trust agreements where the same person or entity is appointed as Personal Representative and as Trustee of a Trust Agreement. That is especially true where, as here, the testator devises (or "Pours Over") some portion or even all of the assets in the estate to the Trustee of a previously created Trust Agreement, or to a Trust Agreement which has been incorporated by reference in the Will. Putting aside the issue of the wisdom of choosing Messrs. Alfred A. Bradley, Albert H. Dallas and David G. Cannon as Personal Representatives and Trustees, the late James Brown's appointment of the same individuals as Personal Representatives and Trustees follows a normal and usual estate planning practice. For example, instructions to the federal estate tax return Form 706 recognize, in Schedules R and R-1, a simplified signing procedure when the Personal Representative and the Trustee are the same person or entity.

11. In my professional judgment and depending upon the facts, failing to name the same persons or entities as Personal Representatives and Trustees in a pour-over Will and Trust Agreement may deviate from established practice in the field. Since the duties of the Personal Representative of the pour-over Will and the Trustee of the Trust Agreement are in many cases overlapping and not sequential, naming separate fiduciaries may cause unnecessary duplication of effort and increased costs. The Personal Representatives may be required to spend considerable extra time and expense in familiarizing a different person or entity as Trustee of the Trust Agreement. Also, percentage fees on distribution of assets from the estate or acceptance fees for assets accepted by the Trust are more easily avoided when the Representatives and Trustees are the same. In my experience, such economies can be achieved regardless

of whether the Trust Agreement has been substantially or only nominally funded during the testator's lifetime. Naming the same persons or entities as Personal Representatives and Trustees is no more unusual than the testator's establishing Trusts under his Will (testamentary trusts) as opposed to trusts established in a separate Trust Agreement, and naming the same person or entity as testamentary Trustee as was named as Personal Representative.

12. Supportive of James Brown's intent in this regard, his Trust Agreement contains in Article X ("Powers for Trustee") several references to the possibility of the Trustee also serving as Personal Representative. The Trustee is empowered:

"(25) to purchase property, real or personal, from the Grantor's General Estate upon such terms and conditions as to price and terms of payment as the Grantor's Personal Representative and the Trustee shall agree... the fact that the Grantor's Personal Representatives and the Trustee are the same shall in no way affect the validity of this provision." and;

"(31) If the Trustee shall act as the Personal Representative of the Grantor's Estate, to elect to allocate any portion of the Grantors' generation-skipping transfer tax exemption provided for in Code Section 2631..." (emphasis supplied)

In his Order dated April 8, 2008, Judge Early expressly approved of the appointment of Pope and Buchanan and of the propriety of their actions:

"Buchanan and Pope, without objection, introduced the affidavit of attorney Rita B. Cullum, a certified specialist in Estate Planning and Probate law. Ms. Cullum's affidavit supports the position of Buchanan and Pope that it is customary and appropriate for the same persons to serve both as PRs and as Trustees in a unified Estate Plan such as Mr. Brown's.

The Will and Trust of Mr. Brown clearly contemplate that the same persons will be both PRs and Trustees. They set out broad powers for the interaction of the two. For example, Article XXI (25) [sic] says "(t)he fact that the Grantor's personal representative and the Trustee are the same shall in no way affect the validity [of a right in the Trustee to purchase or sell to the Estate]."

In summary, the service by Buchanan and Pope as both PRs and Trustees is appropriate, efficient and contemplated by the documents.

The extraordinary twists and turns which this Estate/Trust has taken suggest that there may be a need for a special administrator and/or

special trustee at some time in the future. This Court finds that Buchanan and Pope were properly appointed; have properly performed; and should continue in both capacities. This does not prevent them, or any other Interested Person, from seeking the appointment of a special fiduciary when and as needed."

The South Carolina Trust Code addresses Trustee conflicts in Section 62-7-802 ("Duty of Loyalty"). Although the James Brown Trust was executed on August 1, 2000, prior to the January 1, 2006 effective date of the Code, the Code's retroactively provisions at Section 62-7-1106 make it applicable to the James Brown Trust.

Section 62-7-802 never suggests that a Trustee has a conflict of interest by virtue of his or her service as both Trustee and as Personal Representative of the estate. In fact, Section 62-7-802 (h)(3) of the South Carolina Trust Code provides that the conflict of interest rules of Code Section 62-7-802 do not apply to "a transaction between a trust and another trust, decedent's estate, or conservatorship of which the trustee is a fiduciary or in which a beneficiary has an interest." The comments to Section 62-7-802 (h)(3) note that, consistent with the Restatement (Second) of Trusts Section 170, cmt. r (1959), subsection (h)(3) "authorizes a Trustee to engage in a transaction with another trust of which the trustee is also trustee or a transaction with a decedent's estate or a conservatorship estate of which the trustee is Personal Representative or Conservator..." (emphasis supplied). This rule is justifiable given the many overlapping duties of the Personal Representatives and Trustees, as will be addressed below.

B. Legality of Pope and Buchanan's Appointment as
Co-Trustees of the James Brown Trust and as Co-Personal Representatives of
the James Brown Estate.

13. After James Brown's Will was admitted to informal probate on January 18, 2007, Aiken County Probate Judge Sue Roe entered her Order dated January 26, 2007, which provided in its entirety as follows:

Pursuant to Code of Laws of South Carolina Section 62-1-302(d), as amended, upon this Court's Motion, this case is hereby transferred to the Court of Common Pleas by Order of this Court.

Section 62-1-302(d)(4) of the Code of Laws of South Carolina permits any party or, as here, the Court on its on motion to remove a matter regarding trusts from Probate Court to the Court of Common Pleas. Upon removal of a matter involving trusts, the Circuit Court has jurisdiction to supervise Trustee appointment, resignation and removal under Sections 62-7-706 and 62-7-201.

14. Pope and Buchanan were not officious intermeddlers into the James Brown Will and Trust Agreement, as Forlando Brown's Amended Complaint alleges. After Mr. Brown's death on December 25, 2006, Probate Judge Roe on January 18, 2007 informally appointed Bradley, Cannon and Dallas as Co-Personal Representatives of his estate. On January 24, 2007 his six acknowledged children and their children petitioned for the removal of James Brown's business associates Bradley, Cannon and Dallas as Co-Representatives and Co-Trustees and for the appointment of a Special Administrator because of the alleged conflicts between Bradley, Cannon and Dallas' personal interests in the estate and trust and their interest as fiduciaries. This is the type of conflict that Section 62-7-802, referenced above, was enacted to address. Among other things the children alleged that Bradley, Cannon and Dallas had claims against the estate and were parties to contracts with the late Mr. Brown. Judge Early entered his Order dated February 19, 2007 denying the beneficiaries' petitions to remove Bradley, Cannon and Dallas, but ruling that a Special Administrator should be appointed under Section 62-3-614 out of "an abundance of caution." Subsequently, Judge Early afforded the beneficiaries the opportunity to nominate candidates for Special Administrators. After interviewing various candidates in a process in which all parties were invited to participate, Pope and Buchanan were chosen as Special Administrators. It was only at

this point that Pope and Buchanan became involved in the estate and the James Brown Trust.

15. In his November 20, 2007 Order appointing Pope and Buchanan as Co-Personal Representatives and Co-Trustees, Judge Early may not have followed the provisions for trustee succession provided in Articles VIII and XIII of the James Brown Trust. Those articles provide that the named Trustees could name their successors, and in the absence of the service of any of the existing Trustees, successors might be appointed by unanimous vote of the Advisory Board provided for in the Trust Agreement. In the appointment, resignation or removal process, the Court is not required to adhere to the succession language in the Trust Agreement. S. C. Code Ann. Section 62-7-105(b)(10) discussed below. By November 20, 2007, the egregious mismanagement and derelictions of Bradley, Cannon and Dallas had become very apparent to the Court. They had begrudgingly provided limited information to Pope and Buchanan despite the latter's continued efforts to secure it, and Judge Early's orders directing them to produce information and provide accountings. For these practical reasons, and in light of these acknowledged derelictions, Judge Early was justified in varying from the literal terms of trustee succession in the Trust Agreement. His approach is supported by a number of statutory provisions.

16. Section 62-7-412(a) of the South Carolina Trust Code allows the Court on its own initiative to

"modify the administrative or dispositive terms of a trust...if because of circumstances not anticipated by the Settlor, modification or termination will further the purposes of the Trust. To the extent practicable, the modification must be in accordance with the Settlor's probable intentions." (emphasis supplied)

Modification by the Court of the administrative terms of a trust can also occur if the Court finds that the existing terms "would be impracticable or wasteful or impair the trust's administration." Here, Judge Early's departure from the trustee succession

provisions of the Trust Agreement was tantamount to a judicial modification of the James Brown Trust Agreement.

17. The South Carolina Trust Code at Section 62-7-105 sets forth certain default and mandatory rules. It provides that unless the terms of the Trust provide otherwise, the Trust Code governs the duties and powers of a Trustee and the rights and interests of the beneficiaries. Section 62-7-105(b) provides that the terms of a Trust including those in respect to the appointment and removal of Trustees, prevail over any provision of this article except "(10) the power of the court to take such action and exercise such jurisdiction as may be necessary in the interests of justice..." (emphasis supplied). Also see Section 62-7-201(b),(c) and (d). The plenary power of the Court over Trusts is similar to the power of the Court over the administration of estates. See Section 62-1-302.

18. Judge Early ruled in his Order dated April 8, 2008 that there was no conflict of interest caused by Pope's and Buchanan's service as Co-Personal Representatives and Co-Trustees. This outcome is consistent with the South Carolina Trust Code and the terms of the James Brown Trust Agreement. Even if the conflicts of interest provisions of Section 62-7-802 might apply to Pope and Buchanan's service as Representatives and Trustees, they would not be exposed to liability by virtue of Section 62-7-802 (b), which provides as follows:

(b) Subject to the rights of persons dealing with or assisting the trustee as provided in Section 62-7-1012, a sale, encumbrance or other transaction ...entered into by the trustee for the trustee's own personal account or which is otherwise affected by a conflict between the trustee's fiduciary and personal interests is voidable...unless:

"(1) the transaction was authorized by the terms of the trust;

(2) the transaction was approved by the court. (emphasis supplied)

19. The Plaintiff's allegations that thereafter Pope and Buchanan engaged in a concerted plan to "strip the Trust" is illogical. The James Brown estate assets are

ultimately bound for the James Brown Trust by virtue of the pour-over Will. As noted later, the compensation of Pope and Buchanan as Co-Personal Representatives and Co-Trustees was reasonable, provided savings to the Trust beneficiaries, and would not be substantially affected by whether an asset is in the estate or trust. In the common scenario where the same person serves as Personal Representative of the estate and Trustee of the Trust Agreement, the assets are under the control of a fiduciary, and, in this case the same fiduciaries, regardless of whether they are held by the estate or Trust. In my experience the Personal Representative may distribute estate assets to the trust gradually, at various points during estate administration, depending on a variety of factors such as the need for Personal Representatives, in cooperation with the Trustees, to deal with claimants and estate and gift tax authorities, and the fiduciary income tax ramifications of distributions. In that context, the safeguarding of assets falls on both the Personal Representative and Trustee, whose duties are overlapping though not identical. For example, in South Carolina the Prudent Investor Rule of S. C. Code Ann. 62-7-933 applies to both Personal Representatives and Trustees. They must take the same care to invest and manage assets regardless of whether those assets are in the estate or Trust.

Though Judge Early departed from the terms of the Trust Agreement regarding how to select successor Trustees, Pope and Buchanan's entry into service as Co-Trustees did not give rise to a breach of fiduciary duty on their part. If the Court grants relief not in accordance with the terms of the Trust, by virtue of the plenary authority granted it, the Trustees' adherence to the Order does not equate to a breach of trust. The Trust Code defines a breach of trust (equivalent to the allegations of breach of fiduciary duty against Pope and Buchanan) as "a violation by a Trustee of a duty the Trustee owes to a beneficiary..." Section 62-7-1001. This is a closely supervised estate and Trust administration, wherein Judge Early held in excess of ten hearings in the first

year after Mr. Brown died. Since Pope and Buchanan have acted in accord with Judge Early's Orders, in contrast to the conduct of Cannon, Bradley and Dallas, it follows that they could not have committed a breach of trust. Remedies for breach of trust are exclusively enforced by the Court. In Judge Early's Order of March 7, 2008, denying the Motions of Messrs. Bradley and Dallas to alter, amend or vacate the Court's November 20th Order, Judge Early catalogues the derelictions of Bradley, Cannon and Dallas to that point.

C. Pope and Buchanan's Maintenance, after their Appointment as Co-Personal
Representatives and Co-Trustees, of Common Bank Accounts for
the Estate, the Trust and the James Brown Entities.

20. Pope and Buchanan, first as Special Administrators and later as Personal Representatives and Trustees, secured only begrudging cooperation from Bradley, Cannon and Dallas. Despite Judge Early's orders and the entreaties of Pope and Buchanan, identifying and marshalling assets in the Estate and the Trust had become a daunting process for Pope and Buchanan. Judge Early recognized the exigent need to accept the resignations of Bradley and Cannon and appoint replacements as Co-Personal Representatives and Co-Trustees in his November 20, 2007 Order. The mismanagement of Bradley, Cannon and Dallas had included the failure to keep separate accounts in respect to transactions regarding James Brown Enterprises, Inc. and the other Brown businesses (collectively the "Brown Entities"), James Brown himself and the James Brown Trust.

As Pope noted in her deposition at page 107:

"The trustees never made even a list of assets. They can't say what was in the trust. They didn't manage it. They didn't do tax returns. They didn't do anything that would normally indicate the appropriate management of a trust for the seven years before it was contested."

Given the mounting evidence of mismanagement in the fall of 2007, Pope and Buchanan, then acting as Special Administrators, acted appropriately in requesting that Judge Early allow the maintenance of common bank accounts under court enforced guidelines. This request was made on or about November 15, 2008 and was granted on November 20, 2008. To do otherwise would in my opinion have caused delay in their continued effort to locate and inventory estate and Trust assets and to make determinations about the valuation and reporting of assets on the inventory and estate tax return.

The Court placed ample safeguards on the maintenance of common accounts. In his Order of November 20, 2007, Judge Early ruled that the accounts could be combined provided that Pope and Buchanan maintained a running record of both expenses and payments, which record would be available to the parties and the office of the Attorneys General of South Carolina and Georgia. Specifically, there would be no combination of charitable and non-charitable funds. The only combination regarding the James Brown Trust would be in respect to the Trust in its present pre-division status, prior to its segregation into its subtrusts, that is, the non-charitable Brown Family Educational Trust Brown and the charitable "I Feel Good" Trust. Such combination of accounts is analogous to Section 62-7-810(d) of the South Carolina Trust Code, which permits a Trustee to "invest as a whole the property of two or more separate trusts."

D. Fees and Commissions of Pope and Buchanan as Special Administrators,
Personal Representatives and Trustees.

21. By way of compensation, Mr. Brown's Will provides at Item 4(iii) that for his, her or its service, the Personal Representative "shall receive reasonable compensation for the services rendered and reimbursement for reasonable expenses." In my experience references to "reasonable compensation" in the Will allow Pope and

Buchanan to take the statutory percentage compensation for Personal Representatives. The fee for Personal Representatives under Code Section 62-3-719 is "not to exceed five per cent (5%) of the appraised value of the personal property of the probate estate plus the sales proceeds of real property of the probate estate received on sales directed or authorized by Will or by proper Court Order...." Additionally, the Personal Representative may receive "not more than five per cent (5%) of the income earned by the probate estate in which he acts as fiduciary."

22. The James Brown Trust provides at Article VIII (iii) that "the Trustee shall receive reasonable compensation for the services rendered and reimbursement for reasonable expenses." Pope and Buchanan promulgated bylaws to the Trust which afforded them a collective annual compensation of one-half (1/2) of one per cent (1%) of the Trust principal. In my opinion this is well within the norm for the services of Trustees. The fee schedule of many corporate Trustees is a higher percentage on principal. Further, many corporate Trustees charge in addition to a percentage of principal, a percentage of income earned. Pope and Buchanan are not proposing any compensation on income. Lastly, Pope and Buchanan are splitting the percentage compensation. It is not uncommon for Co-Trustees to be compensated independently of one another. This is especially true when one fiduciary is a corporation and the other is an individual.

23. In his January 8, 2008 Order, Judge Early approved the payment of hourly fees of \$317,000 and unreimbursed costs of \$2,415.38 to Pope and Buchanan for their services as Special Administrators between March 7, 2007 and November 20, 2007. The Court's resort to factors governing compensation of attorneys in scrutinizing the request for Special Administrator compensation was in my experience the proper approach. As Judge Early noted, during this March to November period Pope and Buchanan worked more than 950 hours and their staffs and law clerks worked more than

680 hours. The Court further ordered that commencing November 21, 2007, for their services as Personal Representatives and Trustees of the James Brown Estate and Trust Pope and Buchanan were to be paid on a "time plus cost" basis. Such time and cost payments were to be a deposit toward and without prejudice to their ultimate receipt of percentage commissions as Personal Representatives and Trustees. In my opinion for attorneys of the experience and skill level of Pope and Buchanan to charge in the range of \$300 per hour for their services is reasonable, when attorneys of their experience can command an hourly rate of \$500 or more in a matter of this complexity. Although Pope and Buchanan are attorneys at law in private practice who will perform many legal services to the estate and Trust, it is my understanding that they are not asking to be compensated for services as attorneys as well as services as Personal Representatives and Trustees. Accordingly, Pope and Buchanan's legal skills are available without added expense. Were Pope and Buchanan to be non-lawyers, it would be customary for them as Personal Representatives and Trustees to collect their commissions and also hire estate and trust lawyers paying their fees from estate assets.

24. It is my opinion that the issue of whether the Brown Entities form a part of the Trust or Estate is not significant with respect to the compensation which Pope and Buchanan receive as Personal Representatives and Trustees.

E. Overlapping Duties of Pope and Buchanan
as Co-Personal Representatives and Co-Trustees.

The Plaintiff focuses on the duties of Pope and Buchanan as Trustees of the James Brown Trust. These duties must be examined not in isolation, but in the context of how they overlap with their duties as Personal Representatives of the James Brown Estate. These duties are not inconsistent. If they were, the common practice of naming

the same person as Personal Representative and Trustee would be inherently problematical.

Section 62-3-709 provides that every Personal Representative shall safeguard the decedent's property, and may maintain legal actions to recover property of the decedent.

Trustees have a similar duty. Section 62-7-809 of the South Carolina Trust Code provides that "a trustee shall take reasonable steps to take control of and protect the trust property." The Comment notes that this section is a part of the Trustee's duties as a prudent investor.

Section 62-3-703(a) provides "A Personal Representative is a fiduciary who shall observe the standards of care applicable to Trustees as described by Section 62-7-933 [the Prudent Investor Act]. A Personal Representative has a duty to settle and distribute the Estate of the Decedent in accordance with the terms of a probated and effective Will and this Code, and as expeditiously and efficiently as is consistent with the best interest of the estate."

The primary duties of a Personal Representative are to probate the Will if one exists, to identify the assets of the Decedent and to marshal those assets, to pay the enforceable claims of the Estate including claims of tax authorities, and then to distribute the balance of the Estate to the beneficiaries thereof under the Decedent's Will, if any, or under the laws of intestate succession. See South Carolina Probate Code Article 3, Part 7 (S.C. Code §§ 62-3-701 et seq.) and Albert L. Moses, South Carolina Probate Practice Manual 4th Ed. (S.C. Bar 1990).

Section 62-7-811 of the South Carolina Trust Code requires that "a trustee shall take reasonable steps to enforce claims of the trust and to defend claims against the trust."

The Comments to this Code Section suggest that the term "claims" refers to third party claims such as efforts to collect debts due the Trust or enforce amounts payable to the Trust. In my experience in chairing the South Carolina Trust Code Committee and in participating in the writing of Comments, the term "claims" used in this Section would not include an effort by the Trustees to make a "claim" to secure assets from the Personal Representatives, who under the pour-over Will are bound to distribute those assets to the Trust in any event.

As Bogert notes:

An executor or administrator is an officer of the court issuing letters in a sense that a trustee is not, even if the latter is a testamentary trustee appointed by court decree. The estate of a deceased person is in the hands of the court until it is settled. Bogert, Trusts and Estates, Section 12.

Section 62-3-712 provides in part, "If the exercise of power concerning the Estate is improper, the Personal Representative is liable to the interested persons for damage or loss resulting from breach of his fiduciary duty to the same extent as a Trustee of an express trust." The South Carolina Probate Code defines the term "interested persons" to include, among others, creditors of the Estate. Interested persons also include heirs, devisees and beneficiaries. Section 62-1-201(20).

25. In addition to the Trustee's fiduciary duties referenced above, other duties of Trustees are well addressed in the South Carolina Trust Code. These include, among others, the duty to take action to administer the Trust (Section 62-7-801), the duty of loyalty in administering the Trust solely in the interest of the beneficiaries (Section 62-7-802), the duty of impartiality (Section 62-7-803), the duty of prudent administration (Section 62-7-804), and the duty to exercise control and protection over the Trust property (Section 62-7-809).

F. James Brown Enterprises, Inc. and other Brown Entities as
an Asset of the Estate or the James Brown Trust

In my opinion Pope and Buchanan are acting reasonably and in fulfillment of their fiduciary duties as both Personal Representatives and Trustees of the James Brown Trust in continuing to investigate whether the Brown Entities are presently owned by the estate or the James Brown Trust. As Pope emphasized in her deposition (page 91) on September 23, 2008, their research and review of documents relevant to this issue is ongoing.

"And Mr. Byrd stood up in court, counsel for your former clients Mr. Cannon and Bradley, stood up in and said: No problem, he'd have an accounting in a month. And it is now nine months later, and there is no accounting. And they refuse to even tell us what they believe was in the estate and trust at death. So we don't know what we're doing.

We're trying to save this estate plan for what Mr. Brown intended it, which was the education of needy and deserving children who desire to attend school in Georgia and South Carolina."

In my experience their approach is pragmatic. To this point, and despite Judge Early's Orders, Bradley, Cannon and Dallas have yet to fully account for their activities as Personal Representative and Trustees. Evidence that Mr. Brown sought to place the Brown Entities into the Trust prior to his death is to this point inconclusive. Some evidence suggests that James Brown exerted total control over the Brown Entities both before and after his establishment of the James Brown Trust in 2000.

Forlando Brown alleges that Pope and Buchanan are dogmatically trying to include the Brown entities in the estate. Entirely to the contrary, Pope and Buchanan refused to sign a Stipulation proffered to them in 2007 wherein they, as with various of the James Brown children and Tommie Rae Hynie, would have agreed that the Brown Entities were an asset of the estate. As Pope notes in her deposition (page 100) she and Buchanan presently are taking the position that subject to receiving more

Information, the Brown Entities are equitably a part of the Trust, but are legally titled in the name of the Estate.

In my opinion to a reasonable degree of professional certainty, Pope and Buchanan properly have identified the following potential issues among others relevant to the question of whether the Brown Entities are part of the estate or the Trust:

1. If part of the estate, the Brown Entities may be subject to an elective share claim of Tommie Rae Hynie (if such claim has any vitality after the Supreme Court's recent decision in the case of Lukich v. Lukich, (No. 26541) 2008 S.C. Lexis 284 (S.C. S.CA September 8, 2008);
2. If part of the Trust, the estate may lose the federal estate tax charitable deduction due to the fact that the charitable "I Feel Good" subtrust had never been qualified as a 501(c)(3) entity. This issue of the potential loss of the estate tax charitable deduction was first raised by Bill Hammond, once an attorney for Messrs. Cannon, Bradley and Dallas.
3. From an income tax reporting standpoint, the Brown Entities may be owned by the estate since they were reflected as being owned by James Brown in the years after the Trust was established.
4. If the Brown Entities had been or were a part of the Trust, the former Trustees Cannon, Bradley and Dallas may have been successful in their efforts undertaken in 2007, unbeknownst to the Court and the Special Administrators, to transfer the situs of the Trust from South Carolina to Georgia or some other jurisdiction and thus remove the trust assets from the protection of the State of South Carolina, where James Brown died a resident.

Forlando Brown contends that if Pope and Buchanan take a position that the Brown Entities were owned by the Trust as opposed to the Estate, the Brown Entities would be free of the claims of estate creditors. This contention begs several questions, which in my experience are fundamental to the issue of creditors' claims. The first is that irrespective of a position taken by Pope and Buchanan, creditors of the estate are free to assert their claims against the James Brown Trust. Mr. Forlando Brown's contention is also predicated on a notion that if the assets of the Brown Entities were in the Trust prior to Mr. Brown's death, they would be immune from the claims of creditors of his estate. In my experience that issue is far from clear.

G. Pope's and Buchanan's Fulfillment of their Fiduciary Duties
as Co-Trustees

26. My experience suggests that Pope and Buchanan adequately are fulfilling their fiduciary duties as Trustees of the Trust. Judge Early so ruled in his Order dated April 8, 2008. In regard to their status as Trustees, they have sought, and by an Order by Judge Early dated July 25, 2008, procured Court approval allowing interim payments of educational benefits to eligible beneficiaries of the Brown Family Education Trust, established under the James Brown 2000 Trust subject to conditions imposed by the Court. On a Motion to reconsider, Judge Early ruled that in light of the challenges to the Will and the Trust Agreement, no payments for educational benefits could be made to beneficiaries of the Brown Family Trust unless specifically approved by the Court. The Judge noted that Forlando Brown had not yet made any application for scholarship benefits. Irrespective of the Court's reconsideration, Pope and Buchanan undertook efforts as described in this paragraph to afford benefits to James Brown's family beneficiaries.

27. Under an Order entered by the Honorable Jasper Cureton, Judge of the South Carolina Court of Appeals, Pope and Buchanan have been allowed to continue to function as Trustees of the James Brown Trust notwithstanding the pendency of the appeals by Bradley, Cannon and Dallas to Orders of Judge Early appointing Pope and Buchanan as Co-Personal Representatives and Co-Trustees.

28. In contrast to the proper performance by Pope and Buchanan of their fiduciary duties, the former Personal Representatives and Trustees, Cannon, Bradley and Dallas, have made efforts actively to conceal evidence of the following matters which are alleged against one or more of them:

- (a) On December 28, 2006 Personal Representative and Trustee Cannon received \$350,000 from the bank account of the 2000 Trust. Bradley

and Dallas were aware of this payment as well as a \$900,000 misappropriation by Cannon which was only discovered through the efforts of Pope and Buchanan as Special Administrators. The discovery led to the resignation of Cannon in August, 2007.

- (b) At some point after Mr. Brown's death on December 25, 2006 and before January 3, 2007, Dallas created a new post-death document entitled "Schedule B - Irrevocable Trust Agreement of James Brown." The new Schedule B indicated that substantially all of Mr. Brown's assets including his copyright and publishing rights and his image and persona had been transferred to the 2000 Trust prior to Mr. Brown's death.
- (c) Messrs. Cannon, Bradley and Dallas had entered into a letter agreement with James Brown in late 2006 providing for extraordinary contractual benefits to one or more of Cannon, Bradley and Dallas.
- (d) Finally, the former Personal Representatives and Trustees' accountant, Phillip Pharr, whose services were terminated by the Order of Judge Early of August 10, 2007, still caused to be filed in the fall of 2007 amended income tax returns for 2004, 2005, and 2006 for James Brown Enterprises, Inc. Such filings would have supported the proposition that the Brown Entities and other assets formed a part of the Trust prior to Mr. Brown's death. Prior to the amendment of these returns, James Brown himself was reflected as the owner of James Brown Enterprises, Inc.

29. As Pope noted in her September 23, 2008 deposition (page 81):

"...who to recover from for all the bad acts from 1999 to 2007; who is responsible for \$6 million taken missing in 1999, which Bill Hammond freely discussed in June of 2007; the Morgan Stanley account which went from 12 million to zero, and which Mr. Hammond said in June of 2007 was in the name of JBE, Inc., and controlled by Mr. Brown; who to hold accountable for having put approximately \$18 million of Mr. Brown's road revenues into a company wholly owned by David Cannon for three years and not have made Mr. Cannon account for that money."

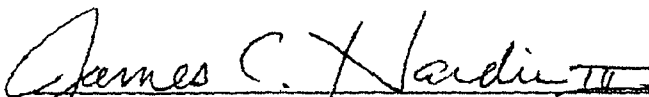
CONCLUSION

It is my opinion to a reasonable degree of professional certainty that Pope and Buchanan have fulfilled their fiduciary duties as Special Administrators, Co-Personal Representatives of the James Brown Estate, and Co-Trustees of the James Brown Trust. Their compensation arrangements are reasonable and customary. Their service as both Co-Personal Representatives and Co-Trustees does not present a conflict of

interest. Their actions in fulfilling their fiduciary duties are in stark contrast to that of their predecessors, Bradley, Cannon and Dallas.

RIGHTS TO AMEND AND SUPPLEMENT

I specifically reserve the right to express additional opinions and to modify the opinions contained herein as additional information and documentation becomes available.



JAMES C. HARDIN III, ESQUIRE

JAMES C. HARDIN III, PLLC
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113 E. MAIN STREET, SUITE 330
ROCK HILL, SOUTH CAROLINA 29730

DATED: November 6, 2008

AUTHORITIES CONSULTED

In addition to the authorities cited in Paragraphs 5 through 13 (including the transcription of the first day of the Burch deposition, exhibits thereto and authorities cited therein), the undersigned consulted the following authorities:

South Carolina Probate Code (Title 62), including South Carolina Trust Code (Chapter 7 of Title 62).

Internal Revenue Sections 643 (Separate Share Rules) and 645 (Single Fiduciary Return for Trust and Estate).

Lukich v. Lukich, (No. 26541) 2008 S.C. Lexis 284 (S.C. S.Ct. September 8, 2008).

Epworth Children's Home v. Beasley, 365 S.C. 157, 616 S.E.2d 710 (2005).

Bowles v. Bradley, 319 S.C. 377, 461 S.E.2d 811 (1995).

Matter of Jenkins, 313 S.C. 376, 438 S.E.2d 226 (1993).

Chiles v. Chiles, 270 S.C. 379, 242 S.E.2d 426 (1978).

Matter of James, 267 S.C. 474, 229 S.E.2d 594 (1976).

Mordecai v. Schirmer, 38 S.C. 294, 16 S.E. 889 (1893).

Boney v. Granger, 292 S.C. 308, 356 S.E.2d 138 (Ct. App. 1987).

Ramage v. Ramage, 283 S.C. 239, 322 S.E.2d 22 (Ct. App. 1984).

Galbreath v. del Valle, 633 N.E.2d 1185 (Ohio App. 10th Dist. 1993).

Hendrix College v. Arkansas Townsite Co., 108 S.W. 514 (Ark 1908).

Uniform Trust Code (National Conference of Commissioners on Uniform State Laws 2005).

Coleman Karesh, Trusts (South Carolina Law Publishers 1977).

Bogert, Trusts & Trustees §§ 12, 543, and 583.

Scott on Trusts, § 6.

Restatement (Second) of Trusts § 170, cmt. R (1959).

Commentaries on the Model Rules of Professional Conduct, American College of Trust and Estate Counsel (3d ed., 1999).

James C. Hardin III and S. Alan Medlin, The South Carolina Trust Code (S.C. Bar Publishers 2006).

Estate Planning in South Carolina, (Albert C. Todd III, ed.), Vols. I-III (S.C. Bar 2002).

Elizabeth Patrick Coleman, South Carolina Personal Representative Handbook (S.C. Bar CLE Div.).

Albert Lawrence Moses, South Carolina Probate Practice Manual 4th Ed. (S.C. Bar 1990).

In addition to the foregoing materials, I have relied on general principles of law and standards of practice within the specialized field on estate planning, probate and trust law, including legal authorities and treatises generally relied on therein, together with approximately thirty-four (34) years of practice experience concentrated in this area.

**CASES IN WHICH THE UNDERSIGNED TESTIFIED AS
AN EXPERT AT TRIAL OR BY DEPOSITION**

The following is a list of cases the undersigned testified as an expert at trial or by deposition in the last four years:

(a) Lisa LeSavoy, as Successor Trustee of the Trust under agreement dated November 9, 1993 f/b/o Craig Mennen Keefer v. John B. Lane et. al. (U. S. District Court for District of South Carolina). Trustee breach of fiduciary duty case. Prepared expert opinion and was deposed with respect thereto.

(b) Eakes v. Legg Mason (North Carolina, 2006) Testimony regarding the fiduciary duties, and standard of care, applicable to Trustee(s) and agents, including investment managers of various charitable trusts and family partnerships. This was an NASD arbitration.

(c) Gordon v. Busbee (Court of Common Pleas, Aiken County, South Carolina, 2007). Testified in attorney malpractice case.

(d) Ronald Self, et al v. Robert W. Yelton (Superior Court, North Carolina, 2008) Gave deposition regarding an attorney's standard of care in representing an estate planning couple as clients.

RESUMÉ

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Admitted to practice in South Carolina and North Carolina.

Native of Rock Hill, South Carolina. Graduate of Wofford College (B.A., magna cum laude, (1969), where he was a member of Phi Beta Kappa. Received his master's degree in history from University of Virginia (M.A., 1970) and law degree with distinction from Duke University (J.D., 1974). Instructor, Winthrop University, 1979 to 1990.

S.C. Bar Certified Specialist, Estate Planning and Probate Law, 1985 – present; Fellow of the American College of Trust and Estate Counsel since 1986; South Carolina State Chair of the College 2001-2006; member, State Laws Committee of the College, 2000 - present; Certified Circuit Court Mediator, 2006 - present; Member Uniform Study Committee, National Conference of Commissioners on Uniform State Laws, 2004 – present; S.C. Commission on Continuing Legal Education and Specialization, 1991-1997. Chair, S.C. Supreme Court Specialization Advisory Board on Estate Planning and Trust Law Specialty, 1988-1989; S.C. Bar House of Delegates, 1984-1986, 1990-1991, 2005-2006. Chair, Estate Planning, Probate and Trust Section, S.C. Bar, 1981-1982, 1989-1990, 2003-2004. Member, Section Council, Estate Planning, Probate and Trust Law Section, S.C. Bar, 1996-present; Vice-Chair, 2002; Chair, Uniform Trust Code Study Committee 2003-2005; Chair (1999-2002) and Member 1999 - present, Legislative Affairs Committee of Estate Planning, Probate and Trust Law Section, S.C. Bar. Chair, Joint Probate-Real Estate Section Study Committee on Probate and Estate Planning Aspects of Title To Real Estate, 1999-2000. Served as one of several S.C. Bar liaisons to the General Assembly during its consideration of adoption of the South Carolina Probate Code (1981-1986), the Uniform Prudent Investor Act (2001), the Uniform Principal and Income Act (2001) and the Uniform Trust Code (2006); preparer of Reporter's comments to a portion of the South Carolina Probate Code.

N.C. Bar Certified Specialist, Estate Planning and Probate Law, 2004 – present; Member, N.C. Fiduciary and Estate Planning Law Section; Member, Legislative Affairs Committee, N.C.

Trust Code Committee; Member, N. C. Fiduciary and Estate Planning Law Section Council 2001-2004; Member, Duke University Estate Planning Council; Member, Charlotte Estate Planning Council; Member, Charlotte Estate Planning Luncheon Group.

Co-Author with S. Alan Medlin, *The South Carolina Trust Code*, S.C. Bar Publishers, 2006; Contributor to *The Transcript* and to *South Carolina Lawyer*. Contributor to North Carolina Bar Association Newsletter, *The Will and the Way*. Speaker at numerous seminars including, among others, the American College of Trust and Estate Counsel Southeast Region, the South Carolina Bar, the North Carolina Bar Association, the Vermont Bar Association, Palmetto Land Title Association, South Carolina Probate Judges' Association, Duke University Estate Planning Council, and seminars sponsored by bank trust departments in both the Carolinas. (See attached list of publications and presentations made in the last 10 years.)

In thirty-four years of practice concentrating in estate planning, probate and trust law, has prepared estate plans for clients with net worths in excess of \$100,000,000 and has administered estates of clients in this asset category. Has served as Personal Representative and Trustee and as attorney for such fiduciaries. Has performed estate planning services for corporate executives, closely-held business owners and farmers. Has established and created private foundations for clients and also assisted clients in charitable giving both with remainder trusts and lead trusts, charitable gift annuities, and gifts of open space easements. Has created new charitable forms for Duke University.

Manager, James C. Hardin III, PLLC since 2005. Joined the Firm of Roddey Carpenter & White upon graduation from law school in 1974 and became partner in 1978. Partner there until joining Kennedy, Covington, Lobdell and Hickman as a Partner in 1986 to establish their South Carolina office. Practiced with and Chaired the Wealth Transfer Department of Kennedy Covington in their Rock Hill, Charlotte and Raleigh offices until 2005 when established own niche firm specializing in estate planning for both Carolinas.

Service as expert witness in cases on probate, estate planning and fiduciary law.

Listed in the *Best Lawyers in America (Trusts & Estates)*, Woodward & White, since 1987. Selected by peers in North Carolina Legal Elite and Top 100 North Carolina Super Lawyers Martindale Hubbell rating of "AV."

Title of Seminar Paper/Article	Publication / Venue	Date Presented /Published
New Directions or the Well Worn Path? Best Practices of Trust and Estate Attorneys	North Carolina Bar Advanced Planning and Drafting Seminar	September, 2007
Drafting Trusts After the Enactment of the South Carolina Trust Code	South Carolina NAELA (Elder Lawyers) Fall Retreat	September, 2007
The Section 643 Regulations: Did the Treasury Throw a Bone or an Anvil?	Al Todd Estate Planning Workshop: South Carolina Bar	July, 2007
A Comparison of the South Carolina and North Carolina Trust Codes	Grand Strand Estate Planning Council	February 22, 2007
The South Carolina Trust Code	Greenville Estate Planning Council	January, 2007
A Comparison of the South Carolina and North Carolina Trust Codes	American College of Trust and Estate Counsel Southeast Regional Meeting	November, 2006
Trust Actions: SCTC Background, Planning Analysis and Comments. James C. Hardin III, Alan M. Tewkesbury, Jr. and Julian W. Walker, Jr.	South Carolina Bar Association 14 th Annual Probate Bench/Bar	September 15, 2006
South Carolina Trust Code Dissecting the Parts: Part 6 Revocable Trusts (presented with Carolyn Rogers)	South Carolina Bar Uniform Trust Code Seminar	May, 2006
Estate Planning 101	York County Legacy Group Inaugural Speaker (multiple nonprofit organizations joining together for charitable giving education)	May, 2006
Moderator: The South Carolina Trust Code	South Carolina Bar Annual Convention: Probate, Estate Planning & Trust/Tax Law/Elder Law Sections Seminar	January, 2006
The Section 643 Regulations and The North Carolina Trust Code	North Carolina Bar Association CLE Seminar	July, 2005
The New South Carolina Trust Code	South Carolina Bar Seminar	December 14, 2005
The Use of Revocable Trusts under the New North Carolina Trust Code	North Carolina Bar Association CLE Seminar	2005
The New South Carolina Trust Code	South Carolina Bar Association Probate Bench/Bar	2005
Hot Topics: The North Carolina Principal and Income Act	North Carolina Bar Association CLE Seminar	September, 2004
Moderator: Probate Litigation	South Carolina Bar Seminar	June, 2004
Charitable Giving Techniques	South Carolina Association of Planned Giving Administrators	February, 2004
The New Principal and Income Act	CPA Association of Wilmington/Wrightsville Beach, NC	January 19, 2004
Income Tax Consequences of Total Return Trusts Clarified by Final Regulations (coauthored with Leslee K. Daugherty and Margaret P. Weeks)	<i>The Will and the Way</i> , North Carolina Bar Assn Probate Section newsletter	2004

The New Prudent Investor Act	<i>South Carolina Lawyer Magazine</i>	Fall, 2003
A New Regime for the Total Return Trust: The 2001 South Carolina Uniform Principal and Income Act (co-authored with Laura Pleicones)	South Carolina Bar Association CLE Seminar (Tax Law and Probate Law Sections)	January 25, 2003
A New Regime for the Total Return Trust: The 2001 South Carolina Uniform Principal and Income Act (co-authored with Laura Pleicones)	Wachovia Wealth Management LMA Carolinas Conference	October 21, 2002
A New Regime for the Total Return Trust: The 2001 South Carolina Uniform Principal and Income Act (co-authored with Laura Pleicones)	<i>South Carolina Lawyer Magazine</i>	July/August 2002
Post-Mortem Estate Planning: Selected Topics (co-authored with Laura Pleicones and Sarah J. Rich)	Wachovia Wealth Management LMA - Carolinas Conference	October 21, 2002
The New Separate Share Regulations Under Section 663(c) (co-authored with Laura Pleicones)	South Carolina Bar Association CLE Seminar	August 16, 2002
Qualified Conservation Contributions	Kennedy Covington Real Estate Department CLE Seminar	August 1, 2002
Total Return Meets the Power to Adjust Mapping the [Estate] Plan	South Carolina Bar Association CLE Seminar Chapter 3, Estate Planning in South Carolina, Vol. 11, ed. Albert C. Todd III; presented at South Carolina Bar CLE Seminar	August, 2002 June, 2002
Tax Consequences of Trusts	Presented to Charlotte, NC. Merrill Lynch investment advisors	November 19, 2001
Selected Marital Deduction Issues, Together with New Planning Strategies under EGTRRA	Kennedy Covington Wealth Transfer Department CLE Seminar	October 31, 2001
Current Probate Issues Relating to Real Estate	Palmetto Land Title Association Seminar	October 24, 2001
Recent South Carolina Statutory Changes (Proposed and Enacted) Affecting the Probate Bench and Bar	South Carolina Bar Association Probate Judges Seminar	October 8, 2001
Estate Planning for Stock Options (co-authored with James E. Earle)	Kennedy Covington Wealth Transfer / Employee Benefits Department CLE Seminar	August 16, 2001
Post-Mortem Estate Planning: Selected Topics (co-authored with Laura Pleicones and Sarah J. Rich)	North Carolina Bar Association Foundation, 22nd Annual Estate Planning and Fiduciary Law Program	July 20, 2001
The Hubert Regulations	Kennedy Covington Wealth Transfer Department CLE Seminar	June 26, 2001
Transfer of Real Estate at Death -- Do Probate Code Changes Resolve the Issue?	<i>South Carolina Lawyer Magazine</i>	January, 2001
Rest in Peace: Will the Recent Probate Code Changes Finally Resolve the Transfer of Real Estate at Death?	<i>South Carolina Lawyer Magazine</i>	2000
The South Carolina Probate Code Revisited: Its Impact on the Real Estate Practitioner	South Carolina Bar Association CLE Seminar - Mid Year Meeting	1999

Adele J. Pope

Approved
1/23/09

From: Johnson, Tracy [Tracy.Johnson@warnerchappell.com]
Sent: Friday, January 16, 2009 3:06 PM
To: adele@popelawfirm.com; rlbuchananjr@bellsouth.net
Subject: RE: "Get Right" / Dance Your Ass Off

Hi Adele,

The Publication date is 2/14/05. This is a new show on cable so the fees are going to be a little low but they are all MFN. We always stamp every request so the client knows the quotes are only good for 90 days and that everything is subject to the terms and conditions of our standard license agreement. The 3rd stamp is if they are asking for any Internet rights. Everything on here is very standard and OK with me.

I have nothing outstanding with you. I have gotten a response on everything I've sent.

Best Regards,

Tracy Johnson
Administrator, Film and TV
Warner/Chappell Music - Licensing Dept.
310-441-8671 phone
310-470-6399 fax
tracy.johnson@warnerchappell.com

From: Adele J. Pope [mailto:adele@popelawfirm.com]
Sent: Friday, January 16, 2009 11:45 AM
To: Johnson, Tracy; rlbuchananjr@bellsouth.net
Subject: RE: "Get Right" / Dance Your Ass Off

Tracy,

Can you confirm for us the year of Get Right's first publication to help us not have to look it up.
Thanks.

I don't recall anything from 495 Productions. Could you comment on the stamped notations at the bottom of the Term Sheet to let me know if you perceive any problems. Could you also please give us your recommendations on the basic license term and all three options.

Also, We are completing our year-end summaries for 2008 and organizing for 2009. We would very much appreciate it if you have any summary of 2008 approvals you could send us.

We would also like to check with you to confirm that there are no clearance approvals you have sent us for which you have not received a response.

Thank you very much.

Sincerely,
Adele J. Pope, for
Robert L. Buchanan and myself

2659

From: Johnson, Tracy [mailto:Tracy.Johnson@warnerchappell.com]
Sent: Friday, January 16, 2009 2:29 PM
To: Adele Pope; rlbuchananjr@bellsouth.net
Subject: "Get Right" / Dance Your Ass Off

Hi Adele and Robert,

Please advise regarding the attached usage(s) and fee(s).

Best Regards,

Tracy Johnson
Administrator, Film and TV
Warner/Chappell Music - Licensing Dept.
310-441-8671 phone
310-470-6399 fax
tracy.johnson@warnerchappell.com

Adele J. Pope

From: Johnson, Tracy [Tracy.Johnson@warnerchappell.com]
Sent: Friday, January 16, 2009 2:29 PM
To: Adele Pope; rlbuchananjr@bellsouth.net
Subject: "Get Right" / Dance Your Ass Off
Attachments: GetRight.pdf

Hi Adele and Robert,

Please advise regarding the attached usage(s) and fee(s).

Best Regards,

Tracy Johnson
Administrator, Film and TV
Warner/Chappell Music - Licensing Dept.
310-441-8671 phone
310-470-6399 fax
tracy.johnson@warnerchappell.com

495 Productions

4222 Burbank Blvd., Burbank, CA 91505

Date: January 13, 2009

Tracy Johnson
Warner Chappell

Phone: (310) 441-8600
E-Mail: tracy.johnson@warnerchappell.com
Fax no: (310) 470-7101

Re: SYNCHRONIZATION REQUEST for DANCE YOUR ASS OFF (Oxygen Network)

Dear Tracy;

Dance Your Ass Off is an entertaining and empowering hybrid Dance/Weight Loss Competition reality show where overweight contestants are paired with professional dancers for high scores and dramatic weight loss. The judge's scores are combined with that week's weight loss totals to determine who will stay and who will be eliminated. This is the first season of this show which will air on Oxygen in June, 2009. Please consider the fees, rights and terms noted below. All fees are based on 100% ownership and are on a most favored nations basis for like timing and uses. All quotes/approvals apply season-wide.

*Warner Chappell Music, Inc. obo
Dynatone Publishing Company*

Composition: "Get Right"
Composer(s): James Brown (BMI) / Richard Harrison (BMI) / Usher Raymond (ASCAP)
Publisher: Dynatone Publishing Co c/o Warner Chappell Music Inc. %controlled: 50%
EMI (ASCAP)

Media: Basic Cable Television (including *licensed* in-context advertising and promotion) *trailers*
Type of Use: Background Vocals (including multiple use within the initial episode only, auditions, performances, rehearsals, interruptions, etc.)

Territory: U.S. and Canada *up to 3:30*
Timing: TBD - accrued timing on a per episode basis (including in-context re-caps limited to :30 or less within the applicable episode only) *Additional fees for use of re-caps in subsequent episodes as noted below.

License Term: Two (2) years
Fees: 1. \$1,000 per episode
2. \$500 up to :30 Re-caps used in subsequent episodes

OPTIONS: *To be exercised within 24 months of the initial airing of the first episode. *trailer*
*All options to include in-context advertising and promotion rights.
Option #1: Basic Cable Television Renewal / U.S. & Canada / 3 Years: \$1,000
(Recaps in subsequent eps: : \$500 up to :30
Option #2: All Forms of TV (Including Wireless)/World Excl. U.S. & Canada / Five Years: \$3,500
(Recaps in subsequent eps: \$1,750 up to :30
Option #3: Internet (Streaming/Non-Permanent Download)/In-Context Performances/World/10 Weeks: \$250

Please don't hesitate to contact either of us if you have any questions. Otherwise, if you are in agreement with our proposed terms, kindly indicate your approval by signing below and faxing to (818) 301-2127 or emailing to dyamusic@yahoo.com. Thank you in advance. As usual, time is of the essence.

Best regards,

Agreed and Accepted:

Robin Kaye and Steven Gizicki
Music Supervisors DYAO
OBO 495 Productions
(323) 850-7775 Steve Tel
(818) 985-2555 Robin Tel
(818) 301-2127 Fax
gtzicki@mac.com
robinjk@sbcglobal.net

(Authorized Signatory)

Date: _____

QUOTES ARE GOOD FOR 90 DAYS.

**SUBJECT TO SITE HAVING A VALID
U.S. PERFORMING RIGHTS LICENSE
AND SUBJECT TO THE FEES, RULES
AND REGULATIONS OF THE FOREIGN
PERFORMING RIGHTS SOCIETIES.**

**SUBJECT TO THE TERMS AND CONDITIONS
OF OUR STANDARD LICENSE AGREEMENT.**

Adele J. Pope

From: Kane, Timothy [Timothy.Kane@warnerchappell.com]
Sent: Friday, January 23, 2009 9:04 PM
To: adele@popelawfirm.com
Subject: RE: "Soul Power" / Various James Brown Songs
Attachments: soulpower.PDF

*Approved
1/26/09
AK*

Hi Adele,

I am just following up on this request. Do we have any updates on this? Thank you.

Best regards,
Tim Kane

From: Kane, Timothy **On Behalf Of** Woods, Pat
Sent: Wednesday, December 17, 2008 2:32 PM
To: 'adele@popelawfirm.com'
Subject: RE: "Soul Power" / Various James Brown Songs

Hi Adele,

I just spoke with Marjorie Scheker and she advised me to resend Pat's outstanding requests. Please advise regarding the attached usage(s) and fee(s).

Best regards,
Tim Kane
OBO Pat Woods

P.S. Please approve fee range of \$5,000 - \$7,500 per song, MFN.

From: Adele J. Pope [mailto:adele@popelawfirm.com]
Sent: Thursday, December 11, 2008 5:20 AM
To: Kane, Timothy
Subject: RE: "It Takes Two" / Trailers For "The Proposal" & "Soul Power" / Various James Brown Songs

We are simply unable to deal with this until January. Bob and I will meet and discuss it then.

Adele J. Pope
December 11, 2008

From: Kane, Timothy [mailto:Timothy.Kane@warnerchappell.com]
Sent: Wednesday, December 10, 2008 7:29 PM
To: adele@popelawfirm.com
Subject: FW: "It Takes Two" / Trailers For "The Proposal" & "Soul Power" / Various James Brown Songs

Hi Adele,

Pat requested that I follow up with you on these requests. They are becoming quite urgent. They are as follows: "Soul Power" / Various James Brown Songs (step deal) and "It Takes Two" / Trailers for "The Proposal". Thank

1/26/2009

2663

you very much for your time.

Best regards,
Tim Kane
OBO Pat Woods

From: Kane, Timothy **On Behalf Of** Woods, Pat
Sent: Tuesday, December 09, 2008 9:46 AM
To: 'jennifergood@gmail.com'; Fulton, Angus
Cc: 'adele@popelawfirm.com'
Subject: "It Takes Two" / Trailers For "The Proposal"

Hi Jennifer and Angus,

Please advise regarding the attached usage(s) and fee(s).

Best regards,
Tim Kane
OBO Pat Woods

Estate/Trust of James Brown
212 Newberry Street NW
Aiken, South Carolina 29801

Robert L. Buchanan, Jr., Personal Representative

Adele J. Pope, Personal Representative

February 2, 2009

Warner/Chappell Music, Inc.
10585 Santa Monica Blvd
Los Angeles, CA 90025
Attn: Butch Berganza
Karen Askin
Fax: 310-470-4634

BY FAX AND MAIL.

Re: Royalty Payments/M&T Royalty-Backed Note (1999); James Brown;
James Brown LLC James Brown Enterprises, Inc.; James Brown
Irrevocable Trust; Godfather of Soul.

Ladies and Gentlemen:

We originally wrote Warner Chappell (att: Rodrigo Ramos) on December 7, 2007 to advise you of our appointment as Personal Representatives of the Estate of James Brown and Trustees of the James Brown 2000 Trust. That letter confirmed that no further correspondence should be sent to David G. Cannon of Barnwell, South Carolina. We further advised you on December 7, 2007 that all correspondence to Mr. Brown, the Estate, the Trust, James Brown, LLC and any Brown Entity other than those assigned to M&T Bank were to be directed to the following address:

Estate/Trust of James Brown
212 Newberry Street NW
P.O. Box 463
Aiken, South Carolina 29802-0463

We advised that we could be reached by phone, fax and email as follows:

Robert L. Buchanan, Jr., Esquire
Office: 803-649-2586, Ext. 203
Facsimile: 803-649-1392
Email: rlbuchananjr@bellsouth.net

Adele J. Pope
Office: 803-779-1870
Facsimile: 803-779-1673
Email: adele@popelawfirm.com

Ltr. to Warner Chappell

February 2, 2009

Page 2

Thereafter, on November 25, 2008 certain persons inquired as to payments they understood to have been made directly from Warner Chappell to Mr. Brown each year, rather than to M&T Bank (James Brown LLC Collection Account), as assignee.

In response to this inquiry, we wrote Warner Chappell on November 25, 2008 and received a response from you assuring us that all funds were being sent to M&T Bank.

We spoke again last Friday January 30, 2009 with counsel for the inquiring parties. They assured us that certain persons in close contact with Mr. Brown remember certain payments coming directly to Mr. Brown each year in the latter part of the year, even after the assignments to the M&T Royalty-Backed Note (1999).

While the inquiring parties are seeking additional documentary support for their recollections, we have researched the June, 1999 M&T Royalty-Backed Note closing documents and find that Mr. Brown withheld from the definition of "Capital Assets" "Assets" and "Creative Assets" which were assigned to James Brown, LLC, and thereafter to M&T Bank, the following "Excluded Assets":

6% due Brown, pursuant to ltr Warner/Chappell Music, Inc dtd 1/30/95
3% due Brown, ltr Warner Chappel Music, Inc., dtd 11/11/95
6% due Brown pursuant to ltr of direction to Polygram Records, Inc., Dtd 1/30/95. Provided, however, shall no longer constitute Excluded Assets to the extent that any or all such interests revert back to Brown or JBE, as applicable, to the Issuer.

We believe these "Excluded Assets" referenced in the 1999 Indenture could be the source of the payments in question.

To the extent that any payments related to these "Excluded assets", or other payments, have been made to M&T Bank, and such payments can be confirmed by proper documentation to have been intended for Mr. Brown or another Brown Entity, we will look forward to working with M&T Bank to make the proper adjustments. To the extent, however, that funds were sent directly to Mr. Brown or anyone acting on his behalf, or to a Brown Entity, since 1999, it is critical that we determine the existence and amount of such payments, and recover them as appropriate.

Further, to the extent that any such payments are due to the Estate of James Brown for the years 2007 and 2008, or to Mr. Brown for the year 2006, the year of his death, we make demand for their immediate payment and an accounting of same.

By copy of this letter we are asking M&T Bank, TIAA, the South Carolina Attorney General, counsel for the former PR/Trustees and others who may have information, to give us

Ltr. to Warner Chappell
February 2, 2009
Page 3

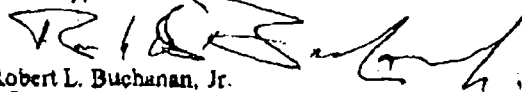
their written input into the history of payments from 1999 - 2008 related to these "Excluded Assets", or any other direct payments from Warner Chappell to or on behalf of Mr. Brown. We need this information to report to the appropriate Court complete findings related to any Warner Chappell funds paid directly to Mr. Brown, the Estate, the Trust, or any Brown Entity during the period from 1999 to the present.

We would like to speak personally with your legal counsel about this matter as soon as you have had an opportunity to review this matter and collect the applicable data. We would also appreciate a copy of the 1995 letters referenced in the Indenture.

Kindly contact us at your earliest convenience so that this matter can be resolved.

We thank you and any others with information and documentation in advance for providing it to us at your earliest convenience.

Sincerely,


Robert L. Buchanan, Jr.


Adele J. Pope

AJP:kfr

cc: By Fax or Mail

Michelle M. Wojciechowicz,

Stephen L. Brown, Esquire

The Honorable Henry Dargan McMaster, Attorney General of South Carolina

Jan L. Warner, Esquire, counsel for former PR/Trustee David G. Cannon

R. Wayne Byrd, Esquire counsel for former PR/Trustees Albert H. Dallas, Alfred A. Bradley

Other counsel of record in McMaster vs. Dallas, Aiken County, S.C. Case No.08-CP-02-1647

\\Server\\dms\\docs\\BROWN ADMINISTRATION\\LTR WARNER CHAPPELL 09.02.2.wpd

STATE OF SOUTH CAROLINA

COUNTY OF AIKEN

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

Petitioners,

ALBERT H. DALLAS and others

Respondents.

IN RE:

The Estate of James Brown and the James Brown
2000 Irrevocable Trust u/a/d August 1, 2000

) IN THE COURT OF COMMON PLEAS
) SECOND JUDICIAL CIRCUIT

)
)
) Case No.: 08-CP-02-1647

)
)
) JOINT AFFIDAVIT OF ROBERT L.
) BUCHANAN AND ADELE J. POPE
) RELATED TO COMMISSIONS AND
) EXPENSES

AND

STATE OF SOUTH CAROLINA

COUNTY OF AIKEN

Robert L. Buchanan, Jr. and Other,
Plaintiffs,

vs.

The Honorable Henry Dargan McMaster,
as Attorney General for the State of South
Carolina,

Defendant.

IN RE: The Estate of James Brown
and the James Brown 2000 Irrevocable
Trust

) IN THE COURT OF COMMON PLEAS
) SECOND JUDICIAL CIRCUIT

) Case Number: 2009-CP-02-1140

AND

THE STATE OF SOUTH CAROLINA
IN THE CIRCUIT COURT FOR THE
SECOND JUDICIAL CIRCUIT

APPEAL FROM AIKEN COUNTY
PROBATE COURT

THE HONORABLE SUE H. ROE,
PROBATE COURT JUDGE

Case No. 09-CP-02-01341

IN THE MATTER OF: James Brown

Robert L. Buchanan, Jr. and Adele J. Pope, as Personal Representatives of the Estate of James
Brown and Trustees of the James Brown 2000 Irrevocable Trust.....
.....Appellants

PERSONALLY APPEARED BEFORE ME, Robert L. Buchanan, Jr. and Adele J. Pope,
who being duly sworn, depose and say:

1. This affidavit describes some of the actions we have taken since the hearing held on April 6, 2009 in Case No. 2008-CP-02-1647 ("Case 1647").
2. We reserve all rights and objections to the May 26, 2009 Order¹ and the qualifications, conflicts, and service of Russell Bauknight.
3. On November 20, 2007, we inherited from former Trustees Dallas and Bradley an Estate and Trust in shambles from years of mismanagement and lack of management.
4. We have fully and faithfully performed our duties as PR/Trustees from November 20, 2007 to the present. As the Court found on January 8, 2008, we fully and faithfully performed our

¹ And the Orders/Decrees of the Probate Court in Case 1647 and other cases.

duties as Special Administrators ("SAs") (March 7, 2007 – November 20, 2007).

5. On May 22, 2009 we filed in the Probate Court Accounting 1A, for our service as Personal Representatives and Trustees ("PR/Trustees") for the 18-month period from November 20, 2007 to May 20, 2009.

6. On June 24, subject to all reservations and objections, we filed a Final Accounting, without prejudice, of our acts since May 21, 2009, including the delivery (without prejudice and reserving all objections) of all assets of the Estate and 2000 Irrevocable Trust to Russell L. Bauknight for (temporary) management. A copy of that Temporary Final Accounting is attached to our Motion for Payment of Commissions and Related Relief dated June 24, 2009 presented with this Affidavit.

7. As shown on the Final (without prejudice) Accounting, the assets of the Estate and James Brown 2000 Irrevocable Trust at the commencement and end of our service were as follows:

A. November 20, 2007

Beginning Assets	\$100,000,000.00
Less TIAA Debts	<u>\$(17,126,624.18)²</u>
Beginning Assets Less TIAA Debt	\$ 82,873,375.82

B. May 27, 2009

Endings Assets	\$ 99,860,509.21
Less TIAA Debts	<u>\$(11,488,280.01)</u>
Ending Assets Less TIAA Debt	\$ 88,372,229.20

C. Reduction of TIAA Royalty-Backed Note Debt During Period:³

November 20, 2007 TIAA Debt	\$ 17,026,624.18
May 27, 2009 TIAA Debt	<u>\$(11,388,280.01)</u>

² Other claims, including debts and disputed claims, were carried on the accounting at a nominal one dollar value but detailed in Interim Accounting 1A.

³ This excludes the \$100,000.00 loan made in August 2007.

**Reduction in TIAA Debt \$ 5,638,344.17
between November 20, 2007
and May 27, 2009**

8. At the request of Russell Bauknight, reserving objections and without prejudice, we delivered temporary control and management of Beech Island, the Bank Accounts, the Royalty clearances and contract, the Publicity Management (including proposed approval of the CORBIS/Greenlight settlement/2-year contract) and all other Estate and Trust assets on May 27, 2009.

9. Between May 29 and June 24, 2009, we delivered 145 boxes of Estate and Trust documents (without prejudice) to Russell Bauknight for management and, at his request, provided a detailed summary of the litigation files, as well as other detailed and pertinent information. A listing of the boxes delivered and explanations is Exhibit 2 to the Final Accounting filed herewith.

10. The documents were delivered to Mr. Bauknight upon his assurance and agreement that all documents which we delivered to him would remain available for inspection and copying by us until the final outcome of Case 1647. Mr. Bauknight also assured us that all parties to the "Legacy Trust", of which he is the Trustee, have ratified this understanding and agreement.

11. Approximately 45 of the boxes of documents reflect our service since November 20, 2007, to May 26, 2009, in the following areas:

- a. Managing and stabilizing the Estate and 2000 Irrevocable Trust.
- b. Defending the Estate Plan of James Brown
- c. Preventing a Fire Sale of Mr. Brown's valuable Royalties and Publicity Rights
- d. Preventing the return of Messrs. Cannon, Dallas and Bradley to any position of trust or confidence with the Estate, 2000 Trust or any Brown Entity.

12. Our delivery of the files did not constitute a waiver of objection to Mr. Bauknight's representation of the Estate/Trust in matters in which he has a direct conflict by being Trustee for Terry Brown and others under the "Legacy Trust". It does reflect our continuing desire to see that Mr. Brown's most valuable assets, his Royalties and Publicity Rights, be protected and enhanced.⁴

13. We have made every effort to support the successful temporary management of the Estate of James Brown and the James Brown 2000 Irrevocable Trust pending the final outcome of the Estate/Trust Litigation. For example, we have expressed to Mr. Bauknight and several of his attorneys our concern for approval of the CORBIS/GreenLight Agreement related to Mr. Brown's Publicity Rights.

14. On June 17, 2009, we agreed to meet weekly with Mr. Bauknight if he needed our help with the administration of the Trust or the with issues related to the more than 20 pending cases (including claims by and against the Estate, 2000 Trust and JBE, Inc.). A copy of our correspondence is attached as Exhibit A.

15. On May 22, 2009 our counsel filed in Probate Court, and served, the Summons and Complaint which is attached hereto as Exhibit B. The case was removed to the Circuit Court as case number 2009-CP-02-1140.

16. Between November 20, 2007 and May 26, 2009, we dedicated at least the following time to our service as PR/Trustees:

⁴ See Complaint dtd. 3/24/09 and Motion for Summary Judgment, prior to May 26, 2009, seeking approval of the CORBIS/Greenlight 2-year Settlement/Agreement to exploit Mr. Brown's Publicity Rights.

	<u>Hours Devoted</u>
Robert L. Buchanan, Jr.	1,475 hours
RLB, Jr., Legal Assistants	279 hours
Adele J. Pope	3,610 hours
AJP Legal Assistants	3,790 hours
AJP Administrative Help	535 hours

17. As the Interim Accounting 1A and Final Accounting, along with the claims status report show, our legal training enabled us to assist our primary lawyers, James D. Bailey and Tressa T. H. Hayes, thereby incurring legal fees substantially less than would have ordinarily been necessary for the Estate and Trust. (See Interim Accounting 1A and priority claim status report attached thereto.)

18. Prior to the hearing on this matter, we will supplement this Affidavit with additional affidavits and supporting documentation.

FURTHER DEPONENTS SAYETH NOT.

ROBERT L. BUCHANAN, JR.

SWORN TO before me this
24th day of June, 2009

(L.S.)
Notary Public for South Carolina
My Commission expires: _____

ADELE J. POPE

SWORN TO before me this
24th day of June, 2009

(L.S.)
Notary Public for South Carolina
My Commission expires: _____

MAY 22 2009

STATE OF SOUTH CAROLINA
COUNTY OF AIKEN

PROBATE COURT

IN THE MATTER OF ESTATE OF JAMES BROWN
CASE NUMBER 2007-ES-02-0056

ACCOUNTING
(Supplemental and Amended)

☐ FINAL
☒ INTERIM #1A

The undersigned Personal Representatives submit this Supplemental and Amended Accounting, which covers the period from November 20, 2007, through May 20, 2009.¹

The attached documentation sets forth a complete accounting for the period specified, which is summarized as follows:

	Income	Principal	Total*
Beginning Balance			\$100,000,000.00
Plus: Receipts			\$ 6,196,325.60
Subtotal			\$106,196,325.60
Less: Disbursements			\$ (6,333,310.58)
Ending Balance			\$ 99,863,015.02

*If a consolidated accounting, use this column.

The Personal Representatives declare that this account has been examined and that its contents represent a correct statement of all receipts and disbursements and are true to the best knowledge and belief of the Personal Representatives.

FORM #360PC (7/87)
SCPC 3-704, 3-1003

PAGE 1 OF 2

¹ This amends and supplements the accounting that covers November 20, 2007 through June 20, 2008.

Filed:

Sue H. Roe
Judge of Probate

By:

[Signature]

MAY 22 2009

Signature: Robert L. Buchanan, Jr.

Name: Robert L. Buchanan, Jr.

Address: 212 Newberry Street NW

P.O. Box 463

Aiken, South Carolina 29802-0463

Telephone(O): 803-649-2586

Signature: Adele J. Pope

Name: Adele J. Pope

Address: 1218 Taylor Street

PO Drawer 7125

Columbia, SC 29202-7125

Telephone(O): 803-779-1870

SWORN to before me this

20th day of May, 2009

James A. F. C. (L.S.)

Notary Public for South Carolina

My Commission Expires: 2/18/15

aw
KRS

MAY 22 2009

**ATTACHMENT TO
SUPPLEMENTAL AND AMENDED ACCOUNTING¹
OF ROBERT L. BUCHANAN, JR. AND ADELE J. POPE
PERSONAL REPRESENTATIVES
IN THE MATTER OF THE ESTATE OF JAMES BROWN**

DATE	DESCRIPTION	RECEIPTS	DISBURSEMENTS
11/20/07	To Show Assets at beginning of period. ² Valued as per \$100 Million offer of Terry Cox GWC, dtd. October 12, 2007 and confirmed in sworn statement by Cox on Nov. 20, 2007. See transcript of 11/20/07 hearing, Case 2007-CP-02-122:		
	1. Security Federal Account #408015768 consisting primarily of remainder of original \$25,000 loan from TIAA and Shout! Factory contract. [See Supplemental Order re: Disbursement of Royalty Proceeds dtd 8/19/07.]	\$	87,060.85
	2. Security Federal Acct. #427486282, remainder, loan from TIAA in accordance with 8/19/07 Order.	\$	64,761.91
	3. 430 Douglas Drive, Beech Island, South Carolina Estate [owned by James Brown 2000 Trust but included for control purposes]	\$	1,215,000.00
	4. Personal and Household Effects ("PHE") ³ devised under Item I of Will dtd August 1, 2000.	\$	425,053.00 ⁴
	5. Remaining Tangible Personal Property ("TPP")	\$	1,574,947.00

¹ This accounting amends and supplements the accounting filed earlier, and covers the period for November 20, 2007 through May 20, 2009.

² Assets may be owned within James Brown Enterprises, Inc. (JBE, Inc.), James Brown, LLC or another Brown Entity. JBE, Inc., is equitably owned by the James Brown 2000 Trust.

³ At Estate Tax Value.

⁴ As reported on Estate Tax Return

ATP
218.1

MAY 22 2008

DATE	DESCRIPTION	RECEIPTS	DISBURSEMENTS
	6. Remaining assets ⁵	\$ 96,633,177.24	
	Total value, Beginning assets:	\$ 100,000,000.00	
	Less Secured Claims, Etc.:		\$ 17,026,624.18
	1. TIAA Royalty Debt		
	2. Priority loan from TIAA/M&T, Trustee		\$ 100,000.00
	3. Other claims, including Debts and disputed claims at nominal carrying value.		\$ 1.00
	NET VALUE OF BEGINNING ASSETS	\$ 82,873,374.82	
11/20/07	Beginning Assets as shown above: \$100,000,000.00	\$ 100,000,000.00	
11/20/07	Sizemore Security (Ck #1033) SFB #5768		\$ 4,284.00
11/28/07	D. Washington (Ck #1039) SFB #5768		\$ 403.81
11/28/07	Aiken County Probate Court - filing fee, Complaint for DJ (Ck #1040) SFB #5768		\$ 150.00
11/29/07	Cruise Security (Ck #1041) (for Trust) - Installation of Security System, April. Not paid by former Trustees [Advance to 2000 Trust] SFB #5768		\$ 3,976.45
11/30/07	Service Charge SFB #5768		\$ 10.00
12/2/07	Interest Deposit SFB #5768	\$ 8.13	
12/4/07	Hogan and Hartson, LLP - Portion fee, as per Court Order dtd 6/22/07 (Ck #1042) (Estate, JBE and JB, LLC, as per 8/10/07 Order) SFB #5768 . Engaged per Court Order		\$ 17,444.27

⁵ Residue of assets including those owned by estate, trust & other James Brown entities including but not limited to royalty interests, image, persona, Publicity Rights, licenses & other related rights including rights owned by Geronimo, LLC; James Brown d/b/a The New James Brown Enterprises, Inc. Also including but not limited to rights and claims against former PRs/Trustees, Seventh Decade and/or others for losses during the period prior to the death of James Brown. Also includes: GG Contract and Soundexchange Contract.

MAY 22 2009

Estate of James Brown - 2007-ES-02-0056

STATUS OF CREDITORS' CLAIMS

November 20, 2007 - May 20, 2009

1: CLAIMS RESOLVED (OR PARTIALLY RESOLVED) IN FAVOR OF ESTATE (BY DISALLOWANCE OR JUDGMENT)

NO.	CREDITOR	EXPLANATION	AMOUNT DISALLOWED
1	Bobby Bennett a.k.a. Famous Flames	Hearing 10/23/08. Disallowed. Form Order dtd. 10/23/08.	\$ 450,000.00
2	Gene Staulcup & Associates, Inc.	Hearing 10/23/08. Disallowed. Form Order dtd. 10/23/08.	\$ 2,508.25
3	Greenberg Traurig, LLP	Withdrawn. See Ltr dtd 3/10/08.	\$ 155,602.85
4	Phillip G. Farr, CPA, PC	Hearing 10/23/08. Disallowed. Form Order dtd. 10/23/08.	\$ 25,977.60
5	Roosevelt Royce Johnson I	Disallowed 8/12/08 and 2/6/09. No timely petition filed.	\$ 2,500,000.00
6	The Pullman Group, LLC	Disallowed as per Judge Early's oral Order on 10/23/08 and written Order of 11/13/08. ¹ See footnote 1.	\$ 31,000,000.00
7	William Murrell (also see Chart 2)	\$8,170 granted; \$1,100 denied, Order of Jg. Early dtd 10/23/08	\$ 1,100.00
8	Dr. Rita Udom. MD	Claim filed on 9/28/07. Disallowed on 8/12/08.	\$ 22,500.00
9	Leon (Lee) Austin	Claim filed on 9/20/07. Disallowed on 8/12/08.	\$ 9,999.99
TOTAL CLAIMS RESOLVED			\$ 34,167,688.69

¹ By the terms of Jug. Early's Order, This Order cannot, and does not, affect the outcome of the claim pending against James Brown in the New York case on December 25, 2006, the date of his death, in which the Estate of James Brown, James Brown Enterprises, Inc. and James Brown, LLC are defending Pullman Group counterclaims.

May 22 2009

2: VALID CLAIMS/PRIORITY EXPENSES OF ADMINISTRATION (SECTION 62-3-805(a)(1))² BY ALLOWANCE, ACKNOWLEDGMENT OR JUDGMENT/ORDER AND CLAIMS HAVING SPECIAL STATUS

May 20, 2009

No.	CREDITOR	EXPLANATION	CLASS	PAYMENT STATUS
1	M&T Bank, Trustee TIAA	Claim secured by Assignment and terms of indenture. Also see claim file 9/20/07 for \$473,595.46		Current - \$13,165,163.25
2	Hogan and Hartson, LLP	Counsel Pullman NY litigation. Engaged by Ct. Orders dtd. 6/22/07 and 8/10/07, Case 122. Hrly. rate and costs, as per contract	Priority (Admin.)	\$109,523.56 (5/1/09)
3	Law Office of James D. Bailey, PC	Counsel, Probate and Circuit Court matters including claims resolution; Will/Trust Defense; Spousal/Heirs Claims; and other general matters; co-counsel, Appellate matters. Hrly. rate and costs, as per contract	Priority (Admin.) allowed by PRs	\$116,605.42 (5/1/09)
4	Shipley & Hayes, PC	Primary Appellate counsel and co-counsel in certain Circuit Court matters; Hrly rate and costs as per contract	Priority (admin.) allowed by PRs	\$29,580 (5/1/09)
5	Smith, Massey, Brodie & Thurmond	Counsel to former PRs/Trustees. Allowed as per Court Order (Hearing 10/23/08) claim plus interest at Jmt. rate.	Priority (Admin.)	\$33,322.20, plus interest unpaid
6	Art Gold (Gold and Coulson, LLC)	Counsel fee and costs Corbis/Illinois litigation; counsel Hollander vs. Estate/Trust, filed 5/09. Hrly rate plus costs as per contract	Priority (Admin.)	Unpaid
7	Harley Ruff	Tax consultations etc., hrly rate plus costs as per contract		\$1,500 paid; approx. \$1,500 due (5/20/09)

² SECTION 62-3-805. For Classification of claims.

(a) If the applicable assets of the estate are insufficient to pay all claims in full, the personal representative shall make payment in the following order:

(1) costs and expenses of administration, including attorney's fees, and reasonable funeral expenses.

[Handwritten signature]

No.	CREDITOR	EXPLANATION	CLASS	PAYMENT STATUS
8	Buchanan and Pope	Special Administrators Commissions, pursuant to Jg Early Order, dtd 1/8/08, Case 122. \$317,000 plus unreimbursed costs of \$2,415.38 plus interest per Order	Priority (Admin.) as per jmt	Partial payment
9	Buchanan and Pope	Personal Representative/Trustees' Commissions as per Will Item IV, plus Article VIII, partially allowed to date per Order of Jg. Early, 1/8/08; plus claims for reimbursement, defense of frivolous Federal litigation: indemnity; defense other pending litigation and tax matters; and payment of future expenses	Priority (Admin.) Partial, per judgment	Unpaid
10	Cruise Security	Installation Security system. Claim filed and satisfied.	Priority (Admin.)	\$4,041.45 - paid
11	David Washington	Re: prior service Amount 1,392.79 paid. Claim filed and satisfied.	Priority (Admin.)	\$1,392.79 - paid
12	Lewis & Babcock, LLP	Counsel to former PR/Trustees Cannon, etc. Acknowledged validity of claim, but subject to amount to be determined by Court by stipulation w/Claimant; hearing pending; Claims filed \$246,552.45 and \$348,960.43; AG, Trust and Estate	Priority (Admin.)	Amount/payment pending
13	Rodney A. Peebles	Counsel to former PR/Trustees, Cannon, etc., claim of \$97851.66. Acknowledged validity of claim, but subject to amount to be determined by Court by stipulation w/Claimant.	Priority (Admin.)	Amount/payment pending
14	William Murrell (also see Chart 1)	Portion of claim granted: \$8,170 granted; \$1,100 denied, Order of Jg. Early dtd 10/23/08	General	\$8,170 - unpaid

3: PENDING, UNRESOLVED CLAIMS (PARTIAL)

No.	CREDITOR	EXPLANATION	PAYMENT STATUS
1	Albert H. Dallas	Petition of Former PR/Trustee for approx. 5% of \$90-\$100 MM PLUS \$624,876.00. Disputed in its entirety	Unpaid/disputed
2	Alfred A. Bradley	Makes various claims PLUS \$12,795.76. Disputed in its entirety	Unpaid/disputed
3	Augusta Communications, Inc.	\$800.00. Under review	Unpaid
4	CA Reid, Sr. Memorial	\$17,995.00 Under review	Unpaid
5	Charles A. Bobbitt	Claim for \$200,000.00 Petition for Allowance pending. Disputed	Unpaid
6	David G. Cannon	Former PR/Trustee 5% of \$90-\$100 MM PLUS additional amounts. Disputed in its entirety. Petition for Allowance pending	Unpaid/disputed
7	Georgia Dept of Revenue	\$26,828.35. Claim filed 5/18/07	Unpaid
8	Hull, Towill, Norman, Barrett & Salley	Petition for Allowance pending. Re: disputing claim \$ 124,518.26	Unpaid
9	International Formal Wear	\$ 17,889.00. Under review. Claim filed 10/1/07. May be barred by limitation	Unpaid
10	Intrigue Music Management, Inc.	Petition for Allowance pending. Claim in excess of \$175,000. Disputed in its entirety.	Unpaid/disputed
11	IRS	\$14,366.25 PLUS other unfilled claims and liens, including liens related to Federal Estate taxes remain unpaid	Unpaid
12	Jackson Law Office	Petition for Allowance Pending \$61,273.25. Disputed	Unpaid
13	Kirby Locksmith, Inc.	\$371.47. Under review	Unpaid
14	LaRhonda Pettit	Claim filed on 8/23/07. Disallowed 8/12/08. Disputed in its entirety.	
15	Lewis Lease Equipment Co., Inc. D/B/A Lewis Bus Line	Under review. Holding vehicles. Estate lacks funds to cover; engaged counsel; Georgia; resolved. Claim filed 8/23/07 \$6,335.00	Unpaid
16	Nicole Parris	\$9,999.99	Unpaid
17	Suggs Johnson	Petition for Allowance pending. \$5,747.81	Unpaid

[Handwritten signature]

No.	CREDITOR	EXPLANATION	PAYMENT STATUS
18	Tom Wells	Petition for Allowance pending \$39,994.26. Has been paid substantial amounts by PR/Trustees	Claim amount Unpaid

[Handwritten signature]

DATE	TIME	MONTHLY TOTAL	SUBTOTAL	BREIF DESCRIPTION
11.21.07	7.75			
11.24.07	6.5			
11.25.07	4.25			
11.26.07	6.75			
11.27.07	10.5			
11.28.07	7.25			
11.29.07	8.3			
11.30.07	7.1			
12.01.07	3.6			
12.02.07	3.7			
12.03.07	3.3			
12.4.07	9.75			
12.5.07	9.2			
12.06.07	8.3			
12.07.07	8.2			
12.08.07	2			
12.09.07	2.5			
12.10.07	8.2			
12.11.07	10.5			
12.12.07	6.7			
12.13.07	6.35			
12.14.07	8.5			
12.15.07	1.1			
12.16.07	3.25			
12.17.07	8.8			
12.18.07	9.7			
12.19.07	10.2			
12.20.07	8.5			
12.21.07	10.1			
12.24.07	5.6			
12.28.07	2			
12.31.07	3.3	211.75	211.75	DECEMBER 2007 TOTAL
01.01.08	7.2			
01.02.08	9.9			
01.03.08	10.3			
01.04.08	11			
01.05.08	4.5			
01.06.08	8.5			
01.07.08	7.25			
01.08.08	9.75			
01.09.08	13.5			
01.10.08	9.5			

01.11.08	3.5			
01.12.08	9			
01.13.08	11			
01.14.08	8.9			
01.15.08	6.5			
01.16.08	8.5			
01.17.08	11.1			
01.18.08	11			
01.19.08	2.8			
01.20.08	3.7			
01.21.08	4			
01.22.08	8.7	180.1	391.85	JANUARY 2008 TOTAL
01.23.08-02.02.08	2.3			
02.03.08	7.2			
02.04.08	8.4			
02.05.08	11			
02.06.08	8.4			
02.07.08	11.5			
02.08.08	8.5			
02.09.08	8.1			
02.11.08	10			
02.12.08	11			
02.13.08	8.75			
02.16.08	9.1			
02.17.08	8.25			
02.18.08	11			
02.19.08	11			
02.20.08	11.2			
02.21.08	6.3			
02.22.08	8.15			
02.23.08	6.25			
02.24.08	2.35			
02.25.08	10.25			
02.26.08	11.1			
02.27.08	10			
02.28.08	11			
02.29.08	10.1	221.2	613.05	FEBRUARY 2008 TOTAL
03.01.08	3.5			
03.02.08	4			
03.03.08	8.8			
03.04.08	1.3			
03.05.08	2			
03.06.08	1.8			
03.07.08	11			

03.08.08	6.1			
03.09.08	14.5			
03.10.08	8.95			
03.11.08	10.5			
03.13.08	10.1			
03.14.08	3.5			
03.15.08	6.2			
03.16.08	5.8			
03.17.08	11.1			
03.18.08	11.5			
03.19.08	10.75			
03.20.08	10.1			
03.21.08	10.5			
03.22.08	3.5			
03.23.08	7.5			
03.24.08	11			
03.25.08	8.7			
03.26.08	10.75			
03.27.08	11			
03.28.08	10.1			
03.29.08	9.5			
03.30.08	4.75			
03.31.08	13	241.8	854.85	MARCH 2008 TOTAL
04.01.08	10.5			
04.02.08	10.1			
04.03.08-04.04.08	11.45			
04.04.08	12			
04.05.08	12.75			
04.06.08	2.85			
04.07.08	4.5			
04.08.08	4.85			
04.09.08	4.55			
04.10.08	7.35			
04.11.08	6.75			
04.12.08	5.5			
04.13.08	8.2			
04.14.08	11			
04.15.08	11			
04.16.08	10			
04.17.08	7.85			
04.18.08	11			
04.19.08	6.5			
04.20.08	3.2			
04.21.08	10.25			

04.22.08	9.25			
04.23.08	10.1			
04.24.08	9			
04.25.08	11			
04.26.08	2.3			
04.27.08	6.5			
04.28.08	8.5			
04.29.08	9			
04.30.08	8.2	246	1100.85	APRIL 2008 TOTAL
05.01.08	9.5			
05.02.08	8.2			
05.04.08	1.85			
05.05.08	9.7			
05.06.08	9.2			
05.07.08	10.2			
05.08.08	8.9			
05.09.08	9.5			
05.11.08 (Time Not Entered)	0			
05.12.08	9.5			
05.13.08	10.1			
05.14.08	9.5			
05.15.08	10			
05.16.08	10.2			
05.18.08	5.7			
05.19.08	11			
05.20.08	10.45			
05.21.08	11			
05.22.08	3.2			
05.23.08	7.25			
05.24.08	4.1			
05.25.08	1			
05.26.08	3.45			
05.27.08	11			
05.28.08	6.75			
05.29.08	11			
05.30.08	4.75			
05.31.08	9.25	216.25	1317.1	MAY 2008 TOTAL
06.01.08	8.25			
06.02.08	8.75			
06.03.08	4.25			
06.04.08	11			
06.05.08	10			
06.06.08	9.5			
06.07.08	8.1			

2686

06.08.08	7.2			
06.09.08	8.2			
06.10.08	12			
06.11.08	9.3			
06.12.08	9.2			
06.13.08	8.1			
06.14.08	1.25			
06.15.08	6.75			
06.16.08	8.5			
06.17.08	11			
06.18.08	8.1			
06.19.08	8.5			
06.20.08	9.2			
06.22.08	6.25			
06.23.08	10.2			
06.24.08	9.7			
06.25.08	6.25			
06.26.08	7.25			
06.27.08	8.35			
06.28.08	3.25			
06.29.08	2.5			
06.30.08	11	231.9	1549	JUNE 2008 TOTAL
07.01.08	2.1			
07.02.08	3.5			
07.03.08	2.5			
07.05.08	2.75			
07.06.08	4.5			
07.07.08	7.5			
07.08.08	9.3			
07.09.08	9.2			
07.10.08	12			
07.11.08	9.1			
07.12.08	6.26			
07.13.08	7.1			
07.14.08	10.5			
07.15.08	10.25			
07.16.08	6.5			
07.17.08	9			
07.20.08	7.25			
07.21.08	7.4			
07.22.08	8.25			
07.23.08	7.75			
07.24.08	3.7			
07.25.08	6.5			

07.26.08	7			
07.27.08	6.25			
07.28.08	8.25			
07.29.08	6.5			
07.30.08	7.25			
07.31.08	9.75	197.91	1746.91	JULY 2008 TOTAL
08.01.08	4.6			
08.02.08	5.1			
08.03.08	3.25			
08.04.08	5.75			
08.05.08	11			
08.06.08	5.2			
08.07.08	5.7			
08.08.08	1.25			
08.09.08	1.6			
08.10.08	6.25			
08.11.08	10.75			
08.12.08	8.25			
08.13.08	1.25			
08.14.08	9.75			
08.15.08	7.4			
08.16.08	6.25			
08.17.08	8.25			
08.18.08	6.6			
09.19.08	10			
08.20.08	6.45			
08.21.08	5.25			
08.22.08	3.25			
08.23.08	7.25			
08.24.08	6.25			
08.25.08	8.25			
08.26.08	9.1			
08.27.08	9.6			
08.28.08	9.5			
08.29.08	10.5	193.6	1940.51	AUGUST 2008 TOTAL
09.01.08	3.25			
09.02.08	10			
09.03.08	5.25			
09.07.08	3.25			
09.08.08	8.4			
09.09.08	8.25			
09.10.08	8.5			
09.11.08	7.75			
09.12.08	2.75			

09.14.08	2			
09.15.08	2.85			
09.16.08	3.5			
09.17.08	7.1			
09.18.08	7.8			
09.19.08	8.75			
09.20.08	2.5			
09.21.08	2.75			
09.22.08	8.25			
09.23.08	8.3			
09.24.08	6.5			
09.25.08	7.2			
09.26.08	3.1			
09.27.08	7			
09.28.08	2.1			
09.29.08	10			
09.30.08	0.85	147.95	2088.46	SEPTEMBER 2008 TOTAL
10.01.08	6.75			
10.02.08	6.25			
10.03.08	3.8			
10.06.08	2.95			
10.07.08	3.7			
10.08.08	9.1			
10.09.08	9.7			
10.10.08	7.85			
10.12.08	1.75			
10.13.08	5.75			
10.14.08	6.25			
10.15.08	6.5			
10.16.08	5.85			
10.18.08	3.1			
10.19.08	2.85			
10.20.08	4.1			
10.21.08	6.8			
10.22.08	7.5			
10.23.08	12			
10.24.08	9.3			
10.25.08	3.75			
10.27.08	7.8			
10.28.08	10.4			
10.29.08	8.9			
10.30.08	6.8			
10.31.08	5.25	164.75	2253.21	OCTOBER 2008 TOTAL
11.01.08	5.5			

11.02.08	4.85			
11.03.08	3.25			
11.04.08	11			
11.05.08	9.5			
11.06.08	9.25			
11.07.08	10.25			
11.08.08	4.5			
11.09.08	3.25			
11.10.08	7.25			
11.11.08	9			
11.12.08	7.75			
11.13.08	8.5			
11.14.08	9.5			
11.15.08	5.25			
11.16.08	6.5			
11.17.08	7.5			
11.18.08	8			
11.19.08	10			
11.20.08	10			
11.21.08	4.2			
11.23.08	4.5			
11.24.08	11			
11.25.08	9.75			
11.26.08	5.25	185.3	2438.51	NOVEMBER 2008 TOTAL
12.01.08-12.04.08	4.25			
12.07.08	2.25			
12.08.08	8.25			
12.09.08	9.75			
12.10.08	2.25			
12.11.08	4.5			
12.12.08	1.1			
12.13.08	0.7			
12.14.08	0.6			
12.16.08	0.25			
12.17.08	2.7			
12.18.08	4.5			
12.19.08	3.25			
12.20.08	7.85			
12.21.08	6.5			
12.22.08	7.2			
12.23.08	8.1			
12.24.08	8.6			
12.25.08-12.26.08	7			
12.27.08	2.75			

12.29.08-12.31.08	5	97.35	2535.86	DECEMBER 2008 TOTAL
01.01.09	5			
01.02.09	9.5			
01.03.09	4.5			
01.04.09	6.75			
01.05.09	8.1			
01.06.09	8.5			
01.07.09	8.25			
01.08.09	7.25			
01.09.09	10			
01.10.09	3.25			
01.11.09	7.25			
01.12.09	6.2			
01.13.09	8.75			
01.14.09	10.3			
01.15.09	9.25			
01.16.09	9.5			
01.17.09	1.5			
01.18.09	9			
01.19.09	9			
01.20.09	8.1			
01.21.09 (Only small amount of work)	0			
01.22.09	6.25			
01.23.09	9.5			
01.24.09 (Not time entered)	0			
01.25.09	3.25			
01.26.09	6.5			
01.27.09	10.5			
01.28.09	8.1			
01.29.09	11			
01.30.09	11			
01.31.09	4.25	220.3	2756.16	JANUARY 2009 TOTAL
02.01.09	4.75			
02.02.09	11			
02.03.09	11			
02.04.09	8.25			
02.05.09	8.5			
02.06.09	7.8			
02.07.09	3.25			
02.08.09	6.85			
02.09.09	11			
02.10.09	9.5			
02.11.09	8.5			

02.12.09	11			
02.13.09	8.2			
02.14.09	8.75			
02.15.09	5.85			
02.16.09	10.5			
02.17.09	11			
02.18.09	10.1			
02.19.09	10.6			
02.20.09	10.1			
02.21.09	7.25			
02.22.09	6.75			
02.23.09	9.1			
02.24.09	8.9			
02.25.09	11			
02.26.09	0.5			
02.27.09	10			
02.28.09	4.25	234.25	2990.41	FEBRUARY 2009 TOTAL
03.02.09	10			
03.03.09	9.5			
03.04.09	11			
03.05.09	11			
03.06.09	11			
03.07.09	4.85			
03.08.09	1.75			
03.09.09	9.1			
03.10.09	10			
03.11.09	8.9			
03.12.09	9.6			
03.13.09	9.5			
03.14.09	2.8			
03.15.09	5.3			
03.16.09	10.5			
03.17.09	11			
03.18.09	11			
03.19.09	10.5			
03.20.09	10			
03.21.09	8.25			
03.22.09	1.25			
03.23.09	10			
03.24.09	10.5			
03.25.09	11			
03.26.09	11			
03.27.09	8.5			
03.28.09	8.75			

03.29.09	1.75			
03.30.09	8.25			
03.31.09	10	256.55	3246.96	MARCH 2009 TOTAL
04.01.09	9.1			
04.02.09	9.25			
04.03.09	7.25			
04.04.09	4.75			
04.05.09	3.5			
04.06.09	12			
04.07.09	9.5			
04.08.09	10.5			
04.09.09	7.25			
04.10.09	9.5			
04.11.09	7.8			
04.12.09	4.5			
04.13.09	10			
04.14.09	9			
04.15.09	8.5			
04.16.09	8.5			
04.17.09	0.5			
04.18.09	0.85			
04.19.09	5			
04.20.09	9.5			
04.21.09	10			
04.22.09	10			
04.23.09	11			
04.24.09	10.5			
04.25.09	5.5			
04.26.09	4.25			
04.27.09	9.75			
04.28.09	9.5			
04.29.09	2.85	220.1	3467.06	APRIL 2009 TOTAL
05.01.09	4.5			
05.02.09	2.15			
05.03.09	5.5			
05.04.09	10.1			
05.05.09	5.25			
05.06.09	4.75			
05.07.09	7.1			
05.08.09	5.5			
05.11.09	6.75			
05.12.09	5.5			
05.13.09	4.1			
05.14.09	3.5			

05.15.09	4.5			
05.16.09	1.1			
05.17.09	1.25			
05.18.09	7.8			
05.19.09	5.75			
05.20.09	7.2			
05.21.09	8.7			
05.22.09	9.1			
05.23.09	3.25			
05.26.09	9.75			
05.27.09	6.25	129.35	3596.41	MAY 2009 TOTAL
06.03.09	4			
06.04.09	5.25			
06.05.09	7.25			
06.06.09	1.25			
06.08.09	2.1			
06.09.09	7.5			
06.10.09	6.25			
06.11.09	7.25			
06.12.09	1.25			
06.13.09	0.75			
06.14.09	0.75			
06.16.09	5.5			
06.17.09	9.6			
06.19.09	11			
06.22.09	6.25			
06.23.09	2.6			
06.24.09	5	83.55	3679.96	JUNE 2009 TOTAL
TOTAL HOURS		3679.96		

MEMORANDUM

To: Russell L. Bauknight
From: Adele J. Pope
Date: May 27, 2009
Re: Documents delivered May 27, 2009

I am hand-delivering to you the Estate's original files of certain information, including the following:

1. Voluminous transcripts of James Brown, LLC; JBE, Inc. and James Brown recently delivered to us by the Internal Revenue Service.
2. IRS Cover letter to me dtd March 20, 2007, re: transcripts.
3. Copy, Estate Tax Return.
4. Taxes box, including other IRS and tax materials, including back tax returns for all entities.
5. CORBIS Illinois litigation, 1 box containing 3 red ropes and one pleadings notebook.
6. Checkbook and checks
7. Administration box with following sub-files:
 - 2008 and 2009 SF Statements
 - David Washington
 - Enterprise Bank
 - Old Unpaid Bills
 - WAMU Investments
 - Bank of America
 - Sizemore Visitor Log
 - Miscellaneous
 - Sizemore Security
 - Cruise Security
 - State Farm Auto
 - IRS Documents
 - Estate Tax Return
 - Probate Docs
 - Hogan and Hartson bills
 - Miscellaneous Checks
 - Iron Mountain

May 27, 2009

House Maintenance
Sellars and Cole
Attorneys' fees paid
Beech Island Water
SCE & G
AT & T
Deposits

8. Clearances/Proposals, etc. box with following sub-files:

YoHa Technology - Kenneth Chin
Carlin International - Conlin
Ray Gonzalez/TV Special
Contract Authorization
Compulsory Licenses Notice
Slackers, Inc. Proposals
Global Gaming
Llewellynn M. Dykes - Master Appraiser
Warner/Chappell-Marjorie Schecker
Warner/Chappell- Laura Masseria
Warner/Chappell- Brian Cherchiglia
Jennifer Lamping/Gonzalez Agreement
Warner/Chappell- Timothy Kane
Warner/Chappell- Cecilia Harvey
Warner/Chappell- Winifred Jow
Warner/Chappell- Pat Woods
Warner/Chappell- Deborah Keegan
Warner/Chappell- Claudia Lyon
Warner/Chappell- Dave Pettigrew
Warner/Chappell- Steve Barton
Carlin International - Rogoff
Warner/Chappell- Paulette

Please sign this receipt confirming you have received the documents listed above.

I will place in the conference room tomorrow certain additional files that you may want to inventory and take tomorrow. For all of our protection, we will need you and your assistants to list each file and sub-file you take, and for both of us to sign.

Memorandum - Bauknight
Page 3
May 27, 2009

You are welcome to copy anything at anytime. We will simply begin a separate tab for the Estate/Trust.

The information to pay SCE & G bills is as follows:

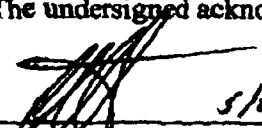
username: ~~est@ib~~
password: ~~godfather~~
secret question: what is your pet's name?
Answer: Spring

The draft is not automatic. You will need to change the email for notice.

We look forward to seeing you on Tuesday.

Please Note: If we have inadvertently printed drafts on discarded paper from another file, kindly copy and destroy!

The undersigned acknowledges receipt of items 1-8 listed above.


5/21/09

RUSSELL BAUKNIGHT

cc: Robert L. Buchanan, Jr., Esquire

CUSTODY RECEIPT

To: Russell L. Bauknight
From: Robert L. Buchanan, Jr. and Adele J. Pope BY FAX ONLY
Date: May 29, 2009
Re: Transfer of custody of Brown Files

Without prejudice to the position of either party as to rights to ownership or custody on behalf of the Estate of James Brown and/or the James Brown 2000 Trust, the undersigned acknowledge the transfer of custody to Russell L. Bauknight of the following:

CANNON BOXES

1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27
(Small Box), 28, 29, 30, and 31 *B*

7TH DECADE BOXES

15a, 15b, 15c *B*

LEWIS & BABCOCK BOXES

1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27,
28, 29, 30, 31, 32, and 33 *B*

DALLAS BOXES

1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11 *B*

MORGAN STANLEY BOXES

13a *B*

TRANSFERRED FROM:

Adele J. Pope

ROBERT L. BUCHANAN, JR OR
ADELE J. POPE

RECEIVED BY:

Russell L. Bauknight

RUSSELL L. BAUKNIGHT

Exhibit 2
CUSTODY RECEIPT
DOCUMENTS OF ESTATE OF JAMES BROWN AND
THE JAMES BROWN 2000 IRREVOCABLE TRUST

Without prejudice to the position of either party as to rights to ownership or custody on behalf of the Estate of James Brown and/or The James Brown 2000 Irrevocable Trust, the undersigned acknowledge the transfer of custody to Russell L. Bauknight on or before June 22,¹ 2009, of the boxes listed below:

BOX 1 - FORMERLY CANNON BOX 1

This is one of many boxes delivered to 1218 Taylor Street, Columbia, pursuant to Order of the Honorable Doyet A. Early, III, dated August 10, 2007. These documents were maintained until August 2007 by David G. Cannon, who resigned as PR/Trustee on August 10. Custody and control of the boxes remained with Albert H. Dallas and Alfred A. Bradley, the remaining PR/Trustees, until their resignations on November 20, 2007. Since November 20, 2007, the boxes have been, under various Orders, reviewed by interested parties and counsel; counsel for the PR/Trustees; counsel for the former PR/Trustees; and opposing counsel in litigation. 1218 Taylor Street was considered the "Reading Room" in various confidentiality agreements in various cases.

[If requested, we will be glad to discuss this matter at a weekly meeting.]

BOX 2 - FORMERLY CANNON BOX 2

Delivered to 1218 Taylor Street by Mr. Cannon in August, 2007 pursuant to Order dtd. August 10, 2007 in Case 122. Delivered to Mr. Bauknight on May 29, 2009. See Comments to Box 1.

BOX 3 - FORMERLY CANNON BOX 3

Delivered to 1218 Taylor Street by Mr. Cannon in August, 2007 pursuant to Order dtd. August 10, 2007 in Case 122. Delivered to Mr. Bauknight on May 29, 2009. See Comments to Box 1.

BOX 4 - FORMERLY CANNON BOX 4

Delivered to 1218 Taylor Street by Mr. Cannon in August, 2007 pursuant to Order dtd. August 10, 2007 in Case 122. Delivered to Mr. Bauknight on May 29, 2009. See Comments to Box 1.

BOX 5 - FORMERLY CANNON BOX 5

Delivered to 1218 Taylor Street by Mr. Cannon in August, 2007 pursuant to Order dtd. August 10, 2007 in Case 122. Delivered to Mr. Bauknight on May 29, 2009. See Comments to Box 1.

¹ Boxes 1-83 previously delivered. See Receipts dated May 27, 2009 and May 29, 2009.

16. James Brown bike Race
 17. James Brown Wedding
 18. James Brown X-Mas 2003
 19. James Brown Video 2003
 20. James Brown Video 2003
 21. James Brown Day 2003
 22. Godfather Homecoming 1st Set
 23. Godfather Homecoming 2d Set
 24. Godfather Printed JB Brochure JB Festival 2006
 25. JB Cycles; JB Hot; JB Show, etc.
 26. James Brown in Greenville
 27. James Brown & Hakim
- Plastic bag containing numerous keys
Silver Album with Wedding Photos

NOTE: These were preserved as returned.

TRANSFERRED FROM:

Adele J. Pope *Robert J. Buchanan, Jr.*
ROBERT L. BUCHANAN, JR OR
ADELE J. POPE

RECEIVED BY:

[Signature]
RUSSELL L. BAUKNIGHT

**212 Newberry Street NW
Aiken, South Carolina 29801**

June 24, 2009

William Y. Klett III, Esquire
Nexsen Pruet, LLC
1230 Main Street
Suite 700
PO Drawer 2426
Columbia, SC 29202
FAX: 727-1452

BY FAX ONLY

Re: Reasons for approval of CORBIS/Greenlight settlement agreement,
May 1, 2009.
See Boxes 81, 94, 140

Dear Mr. Klett:

We were somewhat surprised to receive your letter dated June 22, 2009 this morning (June 24) since Russell Bauknight declined to attend a meeting the afternoon of June 22 as you were writing. We offered to speak with him (and you if you elected to accompany him) about any matters of concern.

By copy of this letter to Russell Bauknight, we offer again, and request, again, that you and others take advantage of our offer to meet weekly. When Russell has possession of the file, such as he had in our June 16 conversation (Box 81), it makes it difficult to discuss a matter.

Rather than waiting until the next offered meeting to discuss questions raised in various correspondence, we will respond quickly because we believe that the CORBIS/GreenLight Settlement Agreement is of tremendous value to the Estate/Trust.

Your letter does not correctly reflect the file or our position. Rather than addressing each point, we will try to make available for your easy reference the information which is of record, and which Russell has.

First we refer you to the pleadings index in Robert L. Buchanan, Jr. and Adele J. Pope, Plaintiffs, vs., Henry Dargan McMaster, Defendant, Aiken County Case Number 2009-CP-02-0597, which you have, especially:

1. 3/24/09 Summons and Complaint for Expedited Approval of Corbis Settlement
[with contract]
3. 4/9/09 Joint Affidavit of Robert L. Buchanan, Jr., and Adele J. Pope

Supporting Summary Judgment

- 5. 4/27/09 Joint Supplemental Affidavit of Robert L. Buchanan, Jr. and Adele J. Pope Supporting Approval of Contract with Greenlight with COS and Filing Letter
- 6. 5/4/09 Affidavit of Robert L. Buchanan, Jr. and Adele J. Pope Related to Motion to Dismiss AG and Corbis Settlement
- 8. 5/5/09 Motion for Summary Judgment W/COS
- 13. 5/19/09 Return and Opposition to Motion to Intervene W/COS
- 14. 5/19/09 Memorandum in Opposition to Motion to Intervene W/COS
- 15. Proposed Final Order Approving Settlement of Corbis Litigation and Contract and Granting Related Relief

A review of the pleadings, which were in Russell's possession when we spoke (and), in particular, our affidavits and motion for summary judgment; the contract itself; and the other affidavits confirm why we attempted as early as March 24, 2009, to have the settlement approved so that we would not lose this valuable two-year right to exploit Mr. Brown's Publicity Rights.

We have spoken with Russell and several of his attorneys, including Freddie Kingsmore and you, about our strong feelings that this opportunity, once missed, cannot be recouped.

Among the many reasons we have discussed and will visit in more detail in a meeting, are:

- 1. The GreenLight contract was negotiated to be for **only 2 years** - causing no damage to the eventual outcome of the "Settling Parties", or other parties, regardless of the outcome of the reconsideration and appeal of the May 26 Order.¹
- 2. This is a "**clean**" **Publicity Rights contract**. As we discussed, a combination of Intrigue (Copsidas); Dallas, Cannon, Bradley, Toby Byron and others have made

¹ We considered this an important component of the settlement, as proposed to be implemented May 1, 2009 and terminated in 2011.

some claim to virtually every deal presented to the Estate/Trust. Further, Forlando Brown, who claims to be a 55% owner of TJBL, LLC, reports that he has been in contact with CMG. [See his September 2008 deposition.] These claims, though unfounded, and the related interference with the Estate/Trust's contracts have been substantial. The GreenLight contacts and contract have been solely through us and Mr. Gold. The fact that it is free of these claims is positive.

3. **GreenLight's confidential presentation** and discussions with Bob Buchanan and me in January 2009² establish the substantial possibilities for the James Brown brand, even during this short two-year period.
4. The contract provides that the Estate/Trust has **substantial control** over, and does not have to accept, proposals.
5. **Anecdotal comments** we have received in connection with our Royalty management, information that the American market is ready for extensive use of James Brown in advertising. [The reports were that before we were appointed the James Brown team was "too difficult to work with".]
6. Terry Cox's **income projections presented to the Attorney General in February 2008** for increased income through "Brand" [Publicity Rights] management.
7. Terry Cox's June, 2007, **valuation of the Publicity Rights** at approximately the value of the Royalties, followed by the October, 2007 \$100 Million offer based on these relative values.
8. The **Royalty earnings** (TIAA) for the first half of 2009, reflecting royalties earned in 2008, are more than \$2,215,000, suggesting that a \$1 Million annual projection for the equally-important Publicity Rights is conservative.
9. **Virtual Imagery** is now so advanced that, with proper exploitation of the Publicity Rights James Brown, by image, could be dancing with Ellen DeGeneres (and others) to the songs which these shows are already using.
10. A part of the publicity campaign, if appropriately handled, could be **publicity for the future James Brown House Museum**. [Adele had a nice image exploration initial

² To which Russell and all "Settling Parties" were invited.

correspondence with the Tavis Smiley people about the possibility of something related to Beech Island just before the May 26 Order.]

11. GreenLight could be ready for **the Masters** next year (2010), where huge numbers of international visitors have tremendous interest in James Brown.

12. Art Gold's reduced contingency percentage of settlement approved.

Just this morning, public radio played an article on the resurgence and popularity of three-dimension in movies. As mentioned above, the ability to display Mr. Brown in 3-D is limitless, and just one aspect of his Publicity Rights waiting to be exploited.

Out of respect for our having tendered (temporarily and without prejudice) management of the Estate and Trust to Russell Bauknight pending the final outcome in the McMaster v. Dallas case, we request again that you reserve questions and inquiries for a scheduled meeting, which we are willing to have.

As we advised Russell, we will not respond to additional inquiries (or you and his other counsel) except at the meetings where the relevant documentation from the 145 boxes now in Russell's possession are brought to the meeting so that we can discuss, with documents in hand, whatever matters are of importance.

Adele will be on vacation next week, but we will be happy to speak with you about this further at a scheduled meeting as early as the second week in July. Please have Russell advise if he would like to have such a meeting.

Again, please do not consider our failure to respond to any future correspondence as agreement with your statements. Because of the complexity of issues related to Mr. Brown's Estate and Trust, and the fact that Russell is in temporary possession of the 145 boxes, more than 45 of which we referred to regularly, we simply consider those necessary to any reasonable discussion.

Sincerely,

Robert L. Buchanan, Jr.

Adele J. Pope

cc: Russell L Bauknight, CPA (Fax: 803-771-8958)

Exhibit A

STATE OF SOUTH CAROLINA
COUNTY OF AIKEN

PROBATE COURT

IN THE MATTER OF ESTATE OF JAMES BROWN
CASE NUMBER 2007-ES-02-0056

ACCOUNTING

☒ FINAL (RESERVING ALL RIGHTS)¹
☐ INTERIM #

The undersigned Personal Representatives submit this Final Accounting, which covers the period from May 21, 2009, through May 27, 2009, and relates to the assets of the Estate of James Brown and the James Brown 2000 Irrevocable Trust.

The attached documentation sets forth a complete accounting for the period specified, which is summarized as follows:

	Income	Principal	Total*
Beginning Balance			\$ 99,863,015.02
Plus: Receipts			\$ 2,338,393.75
Subtotal			\$ 102,201,408.77
Less: Disbursements			\$(102,201,408.77)
Ending Balance in hands of Buchanan and Pope			\$ 0*

*If a consolidated accounting, use this column.

The Personal Representatives declare that this account has been examined and that its contents represent a correct statement of all receipts and disbursements and are true to the best knowledge and belief of the Personal Representatives.

FORM #360PC (7/87)
SCPC 3-704, 3-1003

PAGE 1 OF 2

¹ \$99,860,509.21 was delivered to Russell L. Banknight, reserving all rights pursuant to the appeal of this Court's Termination of Appointment dated May 26, 2009 and all objections and reservations to the Order of the Honorable Doyet A. Early, III, dated May 26, 2009.

Filed: 6-24-2009

Sue H. Roe
Judge of Probate

By: S. Ready

Signature: 

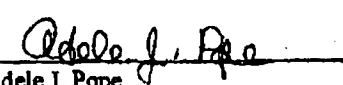
Name: Robert L. Buchanan, Jr.

Address: 212 Newberry Street NW

P.O. Box 463

Aiken, South Carolina 29802-0463

Telephone(O): 803-649-2586

Signature: 

Name: Adele J. Pope

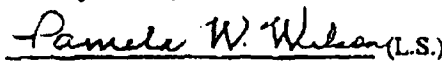
Address: 1218 Taylor Street

PO Drawer 7125

Columbia, SC 29202-7125

Telephone(O): 803-779-1870

SWORN to before me this
24th day of June, 2009

 (L.S.)

Notary Public for South Carolina

My Commission Expires: 04-08-2012

**ATTACHMENT TO FINAL ACCOUNTING
ROBERT L. BUCHANAN, JR. AND ADELE J. POPE, AS PERSONAL
REPRESENTATIVES OF THE ESTATE OF JAMES BROWN AND TRUSTEES OF
THE JAMES BROWN 2000 IRREVOCABLE TRUST**

DATE	DESCRIPTION	RECEIPTS	DISBURSEMENTS
5/21/09	To Show Assets at beginning of period:		
	1. Security Federal Account #408015768	\$ 14,837.78	
	2. 430 Douglas Drive, Beech Island, South Carolina Estate [owned by 2000 Trust]	\$ 1,215,000.00	
	3. Personal and Household Effects ("PHE") devised under Article I of Will, and/or proceeds	\$ 425,053.00	
	4. Remaining Tangible Personal Property ("TPP"); including TPP on loan to S.C. State University, Lucy Craft Laney Museum of Black History, Augusta Museum of History, SC State Museum; masters, etc. located in secure storage; and automobiles	\$ 1,574,947.00	
	5. Note, Security Deed, JJ Brown House sale	\$ 54,000.00	
	6. Remaining assets ¹	\$ 96,579,177.24	
	Total Value, Beginning Assets	\$ 99,863,015.02	
	Less Secured Claims, etc.:		
	1. TIAA Royalty Debt		\$ 13,165,163.25
	2. Priority loan from TIAA/M&T, Trustee		\$ 100,000.00
	3. Other claims, including Debts and disputed claims at nominal carrying value. ²		\$ 1.00
	Total Debts listed above		\$ 13,265,164.25
	NET VALUE OF BEGINNING ASSETS	\$ 86,597,850.77	

¹ Residue of assets including those owned by estate, trust & other James Brown entities including but not limited to royalty interests, image, persona, Publicity Rights, licenses & other related rights including rights owned by Geronimo, LLC; James Brown d/b/a The New James Brown Enterprises, Inc. Also including but not limited to rights and claims against former PRs/Trustees, Seventh Decade and/or others for losses during the period prior to the death of James Brown. Also includes: GG Contract and Soundexchange Contract. Assets may be owned within James Brown Enterprises, Inc. (JBE, Inc.), James Brown, LLC or another Brown Entity.

² See list of Status of Claims attached to Interim Accounting I/A covering the period through May 20, 2009.

DATE	DESCRIPTION	RECEIPTS	DISBURSEMENTS
	Beginning Assets as shown above: \$99,863,015.02	\$ 99,863,015.02	
5/22/09	D. Washington - w/e 5/23/09 (Ck #1436)		\$ 494.81
5/22/09	David Washington -- mileage (Ck #1437)		\$ 100.00
5/22/09	Lisa Hicklin -- transcripts for hearings: 3/4-3/6/09 (Ck #1438)		\$ 1,911.00
5/22/09	Royalties received through May 26, 2009 inclusive of earnings	\$ 2,338,393.75	
5/22/09	Royalties applied to TIAA debt as follows: Principal: \$1,776,883.24 Interest: \$ 561,510.51		\$ 2,338,393.75
5/27/09	To show assets transferred (RESERVING ALL RIGHTS) to Russell L. Bauknight on May 27, 2009:		
	1. Security Federal Account #408015768		\$ 12,331.97
	2. 430 Douglas Drive, Beech Island, South Carolina Estate [owned by 2000 Trust]		\$ 1,215,000.00
	3. Personal and Household Effects ("PHE") devised under Article I of Will, and/or proceeds		\$ 425,053.00
	4. Remaining Tangible Personal Property ("TPP"); including TPP at I.P. Stanback Museum and Planetarium, S.C. State University; TPP on loan to Lucy Craft Laney Museum of Black History; TPP on loan to Augusta Museum of History; TPP on loan to South Carolina State Museum; masters, etc. located in secure storage; and automobiles		\$ 1,574,947.00
	5. Note, Security Deed, JJ Brown House sale		\$ 54,000.00
	6. Remaining assets as described above.		\$ 96,579,177.24
	Total value, assets transferred: \$99,860,509.21		
5/27/09	To show assets remaining in hands of Buchanan and Pope as PR/Trustees	\$ 0.00	\$ 0.00

DATE	DESCRIPTION	RECEIPTS	DISBURSEMENTS
	TOTAL	\$102,201,408.77	\$ 102,201,408.77
	Less Secured Claims, etc.:		
	1. TIAA Royalty Debt	\$ 11,388,280.01	
	2. Priority loan from TIAA/M&T, Trustee	\$ 100,000.00	
	3. Other claims, including Debts and disputed claims at nominal carrying value. ¹	\$ 1.00	
	Total Debts listed above	\$ 11,488,281.01	
	NET VALUE OF TRANSFERRED ASSETS	\$ 88,372,228.20	

*Also see the following exhibits:

Exhibit 1 - Summary of Accountings of Buchanan and Pope

Exhibit 2 - Custody Receipt for books and records transferred (**without prejudice**) to Russell L. Bauknight in connection with (temporary) management of Estate and Trust on or before June 23, 2009

¹ See list of Status of Claims attached to Interim Accounting 1A covering the period through May 20, 2009.

EXHIBIT I
SUMMARY OF ACCOUNTINGS OF BUCHANAN AND POPE, ESTATE OF JAMES
BROWN AND JAMES BROWN 2000 IRREVOCABLE TRUST

Assets at Beginning of Period (11/20/07)	\$	100,000,000.00
Less Secured Claims, Etc.:	\$	(17,026,624.18)
1. TIAA Royalty Debt		
2. Priority loan from TIAA/M&T, Trustee	\$	(100,000.00)
3. Other claims, including Debts and disputed claims at nominal carrying value.	\$	(1.00)
Net Value of Beginning Assets	\$	82,873,374.82
Assets at End of Period (5/26/09)	\$	99,860,509.21
Less Secured Claims, etc.:		
1. TIAA Royalty Debt	\$	(11,388,280.01)
2. Priority loan from TIAA/M&T, Trustee	\$	(100,000.00)
3. Other claims, including Debts and disputed claims at nominal carrying value.	\$	(1.00)
Net Value of Ending Assets	\$	88,372,228.20

ZUMWALT, ALMON & HAYES PLLC

1014 16th Avenue South • Nashville, Tennessee 37212

Music Row

Established 1983

EXHIBIT I

Ray Gonzalez
Direct: (615) 850-2280
E-Mail: rgonzalez@zahlaw.com

Also admitted in CA

July 14, 2009

Via Fax (803) 779-1673

Adele J. Pope, Esq.

Law Office of Adele J. Pope, P.C.

1218 Taylor Street,

PO Drawer 7125

Columbia, SC 29202-7125

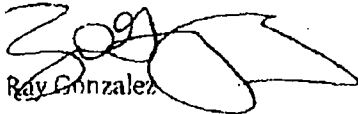
RE: James Brown

Dear Adele:

Attached please find a copy of a statement and invoice totaling \$6,493.75, relating to legal services rendered by this law firm in 2008 during your tenure (with Robert L. Buchanan, Jr.) as Personal Representatives of the James Brown Estate and Trust. Please note that the majority of the fees incurred (\$5,005.00) reflected services rendered in connection with the License Agreement dated as of March 27, 2008 with Double i Entertainment, The Dick Clark Company, and Jeff Margolis Productions relating to a possible television special based on the music of James Brown (the "License Agreement"). The License Agreement provided for a fee to be paid to our firm upon funding of the TV special, but as you are aware, to date that special has not been funded.

Please feel free to contact me with any questions you may have concerning the attached documents.

Sincerely,


Ray Gonzalez

Zumwalt, Almon & Hayes, PLLC
1014 16th Avenue South
Nashville, TN 37212

Invoice

Date	Invoice #
7/14/2008	5668

Bill To
Adele Jeffords Pope Law Office of Adele J. Pope, P.C. 1218 Taylor Street, 29201 Columbia, SC 29202-7125

Description	Amount
TRIBUTE SPECIAL AGREEMENT: 01/07 - Telephone conversation w/ Adele Pope re James Brown estate intellectual property issues, general background and master tape storage/rehabilitation. 01/09 - Telephone conversation w/ Adele Pope re storage of James Brown master tapes. 02/13 - Review/analysis of deal proposal re James Brown 75th Birthday TV special. 02/14 - Telephone conversation w/ Adele Pope and Bob Buchanan re proposed James Brown 75th birthday special. 02/14 - Prepared e-mail response to deal proposal for James Brown 75th Birthday special, transmitted response to Jeff Springer. 02/14 - Telephone conversation w/ Jeff Springer informing him of representation of estate/trust re James Brown 75th Birthday TV special. 02/19 - Telephone conversation w/ Jeff Springer re response to counterproposal for James Brown 75th Birthday Tribute Special. 02/19 - Telephone conversation w/ Adele Pope re conversation w/ Jeff Springer and open deal points re James Brown 75th birthday tribute special. 02/20 - Telephone conversation w/ Adele Pope re James Brown 75th Birthday TV Special. 02/21 - Telephone conversation w/ Jeff Springer responding to payment proposal for James Brown 75th birthday TV special. 02/26 - Telephone conversation w/ Jeff Springer re James Brown television special agreement. 02/26 - E-mail correspondence with Adele Pope transmitting draft agreement between production entities and Estate/Trust of James Brown re TV special. 02/26 - Review/analysis of draft agreement re James Brown 75th birthday television special. 02/27 - Telephone conversation w/ Adele Pope and Bob Buchanan re TV special license agreement, review of Adele Pope mark-up of draft agreement. 02/28 - Telephone conversation w/ Jeff Springer re status of commitments to draft agreement for James Brown TV special; e-mail to Adele Pope and Bob Buchanan summarizing call. 02/29 - Prepared mark-up of initial draft of agreement re James Brown TV special, transmitted markup to Jeff Springer for review/comment.	
Total	

Zumwalt, Almon & Hayes, PLLC
1014 16th Avenue South
Nashville, TN 37212

Invoice

Date	Invoice #
7/14/2009	5668

Bill To
Adele Jeffords Pope Law Office of Adele J. Pope, P.C. 1218 Taylor Street, 29201 Columbia, SC 29202-7125

Description	Amount
03/03 - Telephone conversation w/ Jeff Springer re comments to James Brown TV tribute agreement and revised draft. 03/03 - Review/analysis of revised draft agreement re James Brown 75th birthday special; e-mail correspondence to Adele Pope and Bob Buchanan summarizing open points. 03/04 - Telephone conversation w/ Bob Buchanan re open issues of payment timing and representations and warranties re 75th birthday TV special. 03/04 - Telephone conversation w/ Jeff Springer re proposed agreement re James Brown birthday TV special. 03/07 - Telephone conversation w/ Adele Pope and Bob Buchanan re TV special agreement. 03/12 - Telephone conversation w/ Adele Pope re James Brown television special. 03/12 - Telephone conversations w/ Adele Pope re James Brown TV special and AG approval. 03/13 - Telephone conference w/ Jeff Springer re James Brown tribute TV special, attorney general approval and court order; transmitted docs to Springer via e-mail. 03/18 - Telephone conversation w/ Jeff Springer re review of court order and Attorney General approval of TV special opportunity; e-mail summary of call transmitted to Adele Pope and Bob Buchanan. 03/20 - Telephone conversation w/ Adele Pope re TV special open issues. 03/21 - Review/analysis of redraft to agreement re James Brown TV special. 03/24 - Telephone conversation w/ Adele Pope re comments to draft agreement re James Brown TV special. 03/25 - Telephone conversation w/ Jeff Springer re comments to agreement re James Brown TV special. 03/26 - Telephone conversation w/ Jeff Springer re termination of license agreement for failure to pay estate/trust for TV special. 03/26 - Review/analysis of revised agreement re James Brown TV special; forwarded agreement via e-mail to Adele Pope and Bob Buchanan for review and comment. 03/27 - Revised James Brown TV special agreement to include date and transmitted revised document via e-mail to Adele Pope and Bob Buchanan for signature. 04/14 - Telephone conversation w/ Adele Pope re proposed commercial license agreement and possible conflict w/ TV special deal; discussion re W-9 for Estate/Trust. 04/14 - E-mail correspondence w/ Jeff Springer re W-9 for Estate/Trust and status of payment. 04/18 - Telephone conversation w/ Adele Pope re status of TV special and other developments re James Brown estate/trust. 04/21 - Telephone conversation w/ Jeff Springer re status of signed agreements re James Brown TV special. 04/21 - Telephone conversation w/ Adele Pope re James Brown TV special and status of signed agreements. 04/28 - Telephone conversation w/ Adele Pope re approval of fully-executed agreement re James Brown TV special; sent confirming e-mail to Jeff Springer. TOTAL ATTORNEYS' FEES-RAY GONZALEZ	5,005.00
	Total

Zumwalt, Almon & Hayes, PLLC
1014 16th Avenue South
Nashville, TN 37212

Invoice

Date	Invoice #
7/14/2009	5658

Bill To
Adele Jeffords Pope Law Office of Adele J. Pope, P.C. 1218 Taylor Street, 29201 Columbia, SC 29202-7125

Description	Amount
OTHER MATTERS: 05/20 - Conference call w/ Adele Pope, Bob Buchanan and Jim Zumwalt re various matters for James Brown Estate/Trust, including film option, play/musical and PPV special. 06/05 - Drafted tolling agreements re Universal Music and Warner/Chappell royalty audits re James Brown estate. 08/11 - Review/analysis of DVD license opportunity (AVO Session); e-mail correspondence w/ client summarizing analysis. 08/26 - E-mail correspondence w/ Kadijah Sharif-Drinkard at BET re 1991 James Brown PPV special. TOTAL ATTORNEYS' FEES—RAY GONZALEZ	868.25
05/06-Phone conference w/ Adele Pope, Bob Buchanan and Ray - 4-4:30PM 05/20-Telephone conference w/ Adele Pope, Bob Buchanan and Ray Gonzalez re: various topics TOTAL ATTORNEYS' FEES—JIM ZUMWALT	622.50
Total	16,493.75

Zumwalt, Almon & Hayes, PLLC
1014 16th Avenue South
Nashville, TN 37212

Statement

Date
7/14/2009

To.
Adele Jeffords Pope Law Office of Adele J. Pope, P.C. 1218 Taylor Street, 20201 Columbia, SC 29202-7125

		Amount Due	Amount Enc.
		\$6,512.99	
Date	Transaction	Amount	Balance
06/13/2008	Balance forward		18.24
07/14/2009	INV #5566	6,493.75	6,512.99
		Amount Due	
		\$6,512.99	

STATE OF SOUTH CAROLINA	) IN THE COURT OF COMMON PLEAS
	) SECOND JUDICIAL CIRCUIT
COUNTY OF AIKEN	)
	) Case No.: 08-CP-02-1647 (Original)
	) Case No.: 07-CP-02-0122 (Copy)
HENRY DARGAN McMASTER, in his	) Case No.: 08-CP-02-0872 (Copy)
capacity as Attorney General of the State of	)
South Carolina; and others	)
Petitioners,	)
	)
ALBERT H. DALLAS and others	)
Respondents.	)
	)
IN RE:	)
The Estate of James Brown and the James	)
Brown 2000 Irrevocable Trust w/a/d August	)
1, 2000	)
_____	)

**AFFIDAVIT OF
W. STEVEN JOHNSON**

AND

STATE OF SOUTH CAROLINA	) IN THE COURT OF COMMON PLEAS
	) SECOND JUDICIAL CIRCUIT
COUNTY OF AIKEN	) Case Number: 2009-CP-02-1140
	)
Robert L. Buchanan, Jr. and Other,	)
Plaintiffs,	)
vs.	)
	)
The Honorable Henry Dargan McMaster,	)
as Attorney General for the State of South	)
Carolina,	)
Defendant.	)
	)
IN RE: The Estate of James Brown	)
and the James Brown 2000 Irrevocable	)
Trust	)
_____	)

AND

THE STATE OF SOUTH CAROLINA
IN THE CIRCUIT COURT FOR THE
SECOND JUDICIAL CIRCUIT

APPEAL FROM AIKEN COUNTY
PROBATE COURT

wy

THE HONORABLE SUE H. ROE,
PROBATE COURT JUDGE

Case No. 09-CP-02-01341

IN THE MATTER OF: James Brown

Robert J. Buchanan, Jr. and Adele J. Pope, as Personal Representatives of the Estate
of James Brown and Trustees of the James Brown 2000 Irrevocable
Trust.....Appellants

PERSONALLY APPEARED BEFORE ME, W. Steven Johnson, who being duly sworn, deposes
and says:

- (1) This affidavit is being given at the request of Robert L. Buchanan, Jr. and Adele
J. Pope relative to the above captioned cases.
- (2) I am an attorney licensed to practice law in the State of South Carolina having
received such license in 1973.
- (3) Since 1980 I have practiced law with the firm of Todd and Johnson in Columbia,
South Carolina and my practice has been concentrated in the areas of estate planning and probate
administration.
- (4) I am certified as a specialist by the South Carolina Supreme Court in estate
planning and probate. I currently serve as chairman of the specialization committee for Estate
Planning and Trust Law for South Carolina. I am a member of the American College of Trust and
Estate Counsel where I serve as State Chair. I have frequently lectured at the University of South
Carolina Law School in the "Bridge the Gap" program as well as other programs produced by the
South Carolina Bar Association. I am a former Chairman of the Estate Planning and Trust
Section of the South Carolina Bar Association.

- (5) In preparation of this affidavit, I have reviewed the following Court filings:
- (a) Brief of Trustees and Co-Personal Representatives BUCHANAN AND POPE SUPPORTING VALIDITY AND INCONTESTABILITY OF THE 2000 TRUST; LACK OF PROBABLE CAUSE TO CHALLENGE THE WILL OR TRUST; LACK OF CAUSE TO REMOVE BUCHANAN AND POPE; REJECTION BY COURT OF MARCH 26 DOCUMENT AND RELATED RELIEF signed by Tressa T. H. Hayes dated April 23, 2009.
 - (b) Order Approving Settlement Agreement dated May 26, 2009 signed by the Honorable Doyet A. Early, III relative to cases 08-CP-02-1647, 07-CP-02-0122 and 08-CP-02-0872 filed on May 26, 2009.
 - (c) Motion to ALTER OR AMEND AND/OR RECONSIDER AND VACATE MAY 26, 2009 ORDER APPROVING SETTLEMENT AND REPLACING CO-PERSONAL REPRESENTATIVES AND TRUSTEES BUCHANAN AND POPE signed by James D. Bailey, Esquire and dated June 1, 2009.
 - (d) Motion for payment of commissions and related relief and various attachments of James D. Bailey, dated June 24, 2009 relative to Cases 08-CP-02-1647 and 09-CP-02-1140.
 - (e) Joint Affidavit of Robert L. Buchanan, Jr. and Adele J. Pope related to commissions and Expenses dated June 24, 2009 in support of the Motion above referenced.
 - (f) Supplemental Affidavit (and attachments) of Robert J. Buchanan, Jr. and

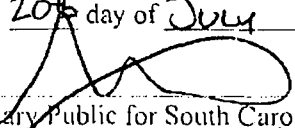
Adele J. Pope in support of commissions and payment of certain priority expenses of administration dated July 13, 2009 relative to cases 08-CP-02-1647, 07-CP-02-0122 and 08-CP-02-0872.

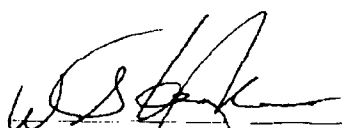
(6) Based on my review of the above, it is my opinion that this estate is the most complicated estate I have ever reviewed or been associated with in my career. The issues such as elective share, omitted child, alleged fiduciary misconduct, lack of liquidity, sale of estate assets, lack of clarity as to ownership of estate and or trust assets, claims by and against the estate, image/persona rights, litigation for and against the estate, will's contest, appointment of special administrators, replacement and appointment of successor personal representatives and trustees, estate tax liability, income tax liability, and valuation (which list is not to be inclusive of all issues) created tremendous problems for the estate. When you mix these issues with the size of the estate, the result was a quagmire. In my further opinion it took extraordinary effort on the part of the Pope and Buchanan to bring a measure of stability to this estate and the estate/trust and resulting recipients of the estate have benefitted from the co-fiduciaries substantial experience and due diligence.

(7) South Carolina Probate Code, Section 63-3-719 sets forth the compensation of a personal representative. Subsection (a) allows the Court the discretion to award additional compensation over and above the 5% of the appraised value and 5% of the income earned upon a showing of extraordinary services. Based on my review of the above pleadings, the successor co-personal representatives and co-trustees, Robert L. Buchanan, Jr. and Adele J. Pope have contributed extraordinary services to this estate benefitting the ultimate recipients of the assets of this estate.

Further Deponent Sayeth Not.

SWORN to before me
this 20th day of July, 2009


Notary Public for South Carolina
My Commission Expires: 7/13/16


W. Steven Johnson, Esquire
Todd and Johnson, LLP
609 Sims Avenue
Columbia, SC 29205
803-252-1500

WSJ

THE HONORABLE SUE H. ROE,
PROBATE COURT JUDGE

Case No. 09-CP-02-01341

IN THE MATTER OF: James Brown

Robert L. Buchanan, Jr. and Adele J. Pope, as Personal Representatives of the Estate of
James Brown and Trustees of the James Brown 2000 Irrevocable
Trust.....Appellants

PERSONALLY APPEARED BEFORE ME, Robert L. Buchanan, Jr. ("Bob") and Adele
J. Pope ("Adele"), who being duly sworn, depose and say:

I. AFFIDAVIT BASED ON PERSONAL KNOWLEDGE

1. This affidavit is made from our personal knowledge, including knowledge gained
from the books and records of the Estate of James Brown (the "Estate"), the James Brown
2000 Irrevocable Trust (the "2000 Trust") and records reviewed during our service as
Special Administrators (SAs) of the Estate of James Brown from March 7 to November 20,
2007 and as Personal Representatives (PRs) of the Estate and Trustees of the 2000 Trust
from November 20, 2007.¹

2. In 2000 James Brown created what appears to have been² the largest South
Carolina Private Foundation created by one individual solely to provide scholarships for

¹ (a) Subject to subsection (b), a person has knowledge of a fact if the person: (1) has actual knowledge of
it; (2) has received a notice or notification of it; or (3) from all the facts and circumstances known to the
person at the time in question, has reason to know it. S.C. Code Ann. Sec. 62-7-104

² If fully implemented as James Brown mandated in 2000, the Brown Family Education Trust will provide 7
designated grandchildren with adequate funding for a full education, including pre-college, college and
professional and/or post-graduate work (about \$300,000 each). Within 5 years The James Brown "I Feel
Good" Trust, a private foundation, will have a fund of at least \$100 Million, providing, in perpetuity, \$5
Million of scholarships to needy and deserving students desiring to attend schools in South Carolina and
Georgia. [See Trust]

STATE OF SOUTH CAROLINA	) IN THE COURT OF COMMON PLEAS
	) SECOND JUDICIAL CIRCUIT
COUNTY OF AIKEN	)
	) Case No.: 08-CP-02-1647 (Original)
	) Case No.: 07-CP-02-0122 (Copy)
HENRY DARGAN McMASTER, in his	) Case No.: 08-CP-02-0872 (Copy)
capacity as Attorney General of the State of	)
South Carolina; and others	) SUPPLEMENTAL AFFIDAVIT
Petitioners,	) OF ROBERT L. BUCHANAN, JR.
	) AND ADELE J. POPE IN
ALBERT H. DALLAS and others	) SUPPORT OF COMMISSIONS AND
Respondents.	) PAYMENT OF CERTAIN PRIORITY
	) EXPENSES OF ADMINISTRATION
IN RE:	)
The Estate of James Brown and the James	)
Brown 2000 Irrevocable Trust u/a/d August	)
1, 2000	)
_____	)

AND

STATE OF SOUTH CAROLINA	) IN THE COURT OF COMMON PLEAS
	) SECOND JUDICIAL CIRCUIT
COUNTY OF AIKEN	) Case Number: 2009-CP-02-1140
	)
Robert L. Buchanan, Jr. and Other,	)
Plaintiffs,	)
vs.	)
	)
The Honorable Henry Dargan McMaster,	)
as Attorney General for the State of South	)
Carolina,	)
Defendant.	)
	)
IN RE: The Estate of James Brown	)
and the James Brown 2000 Irrevocable	)
Trust	)
_____	)

AND

THE STATE OF SOUTH CAROLINA
IN THE CIRCUIT COURT FOR THE
SECOND JUDICIAL CIRCUIT

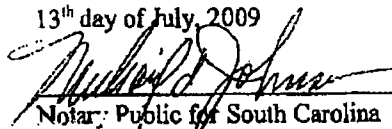
APPEAL FROM AIKEN COUNTY
PROBATE COURT

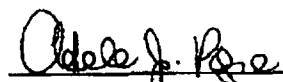
the Estate of James Brown and the James Brown 2000 Irrevocable Trust.

FURTHER DEONENTS SAYETH NOT.

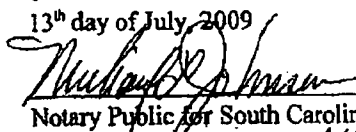

ROBERT L. BUCHANAN, JR.

SWORN TO before me this
13th day of July, 2009

 (L.S.)
Notary Public for South Carolina
My Commission expires: 24 FEB 14


ADELE J. PORE

SWORN TO before me this
13th day of July, 2009

 (L.S.)
Notary Public for South Carolina
My Commission expires: 24 FEB 14

**Exhibits to
Joint Affidavit of AJP and RLB dtd. July 13, 2009**

Exhibit 1	Complaint in the Declaratory Judgment (part of Case 122)
Exhibit 2	January 8, 2008 Order
Exhibit 3	February 20, 2008 Order
Exhibit 4	April 1, 2008 Order
Exhibit 5	Commission Calculations
Exhibit 6	Resumé, Robert L. Buchanan, Jr.
Exhibit 7	Resumé, Adele J. Pope
Exhibit 8	Time Records, Adele J. Pope
Exhibit 9	Time Records, Robert L. Buchanan, Jr.
Exhibit 10	Copy, Letter to Mr. Jones from Mrs. Pope, dtd. 11/21/07
Exhibit 11	Summary of Charges, James D. Bailey, Esquire
Exhibit 12	Summary of Charges, Tressa T. H. Hayes, Esquire
Exhibit 13	Copies, correspondence between PR/Trustees Buchanan and Pope and Office of Attorney General
Exhibit 14	Letter of Mr. Rosen to Judge Early dtd 8/12/08
Exhibit 15	Letter of Mr. Jones dtd 8/12/08
Exhibit 16	Letter of the Honorable Henry D. McMaster dtd 7/30/08
Exhibit 17	Emergency Petition dtd 6/26/08 and Letter of Mr. Jones dtd 7/7/08
Exhibit 18	Email of Terry Cox to Marion Heflin dtd. 11/26/07

EXHIBIT 5

ESTATE/TRUST OF JAMES BROWN

1. MINIMUM PR/TRUSTEE COMMISSIONS CALCULATIONS AS PER ORDER DATED 1/8/08 (November 21, 2007 - May 26, 2009)

[Note: Does not include Post-May 26, 2009 Fees and Costs due under the January 8, 2008 Order.]

DESCRIPTION	TOTAL HOURS	RATE	TOTAL
RLB, JR.	1475	\$ 325.00	\$ 479,375.00
AJP	3610	\$ 325.00	\$ 1,173,250.00
RLB, JR. LEGAL ASSISTANTS	279	\$ 75.00	\$ 20,925.00
AJP LEGAL ASSISTANTS/CLERKS	3790	\$ 75.00	\$ 284,250.00
AJP ADMIN	535	\$ 30.00	\$ 16,050.00
TOTAL	9,689.00		\$ 1,973,850.00

SA and PR/TRUSTEES DEPOSIT TOWARDS COMMISSIONS as per Court Order:

RLB, JR.: \$ 500,300*

AJP: \$ 1,473,550

\$ 1,973,850 Plus interest at legal rate as per Order

* rounded to whole dollars

PR/Trustee Commission through May 26, 2009:

\$ 1,973,850

Unpaid interest on above amount¹ to Sept. 1, 2009:

\$ 109,251

SA Commissions unpaid:

\$ 47,972

Interest on above to Sept. 1, 2009:

\$ 22,910

SA and PR/Trustee Commission Deposit ordered and payable as of Sept. 1, 2009:

\$ 2,153,983

Plus: interest on above amount after Sept. 1, 2009²

¹ Calculated from 12/31/07; 6/30/08; 12/31/08 and 5/26/09

² Through January 14, 2010 at legal rate. Interest at legal rate to be compounded annually (10/09).

II. FULL PR/TRUSTEE COMMISSION: BASED 1/3 ON TIME AND 2/3 EQUALLY:
TOTAL COMMISSION: (\$ 99,863,015 [Total Value] x 5%) **\$ 4,993,151**

1/3 based on time:

RLB, JR.	29.01 %:	1,664,383.66 x .2901 =	\$ 482,837.70
AJP	70.99 %:	1,664,383.66 x .7099 =	<u>\$ 1,181,545.96</u>
TOTAL			\$ 1,664,383.66

2/3 Commission Equally

$4,993,151 \times (2/3) = 3,328,767.34$

RLB	\$1,664,383.67
AJP	<u>\$1,664,383.67</u>
TOTAL	\$3,328,767.34

TOTAL COMMISSIONS REQUESTED:

RLB :	$482,837.70 + 1,664,383.67 =$	\$ 2,147,221.37
AJP:	$1,181,545.96 + 1,664,383.67 =$	<u>\$ 2,845,929.63</u>
		\$ 4,993,151.00 ³

³ Plus interest at the legal rate from May 26, 2009.

Exhibit 

From: Alan Medlin <amedlin@scrr.com>
Sent: Sunday, August 30, 2009 4:11 PM
To: Kingsmore, Fred L; Carter@eckb.com; Chandler@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
Cc: rbauknight@BPSCPAS.COM
Subject: Tax valuation
Attachments: tax valuation.rtf

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) name 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 a... separate valuation of that should be discounted accordingly.

1983

AGREEMENT FOR LEGAL SERVICES

This Agreement this 18th of May, 2010 between Sweeny, Wingate & Barrow, P.A. ("Firm") and Russell L. Banknight as Personal Representative of the Estate of James Brown and as Trustee of the James Brown 2000 Irrevocable Trust and the James Brown Legacy Trust ("Trustee"). This agreement shall remain in effect until such time as it is terminated, in writing, by either of the parties.

The Trustee hereby retains the Firm to represent its interest and pursue claims on its behalf against Robert Buchanan and Adele Pope. The Firm hereby agrees to accept such representation.

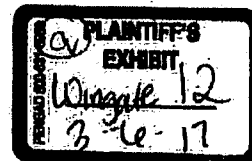
The parties hereto specifically acknowledge that the following persons, parties, and entities are third-party beneficiaries to this Agreement: Henry Dargan McMaster, in his capacity as Attorney General of the State of South Carolina; Tommy Rae Brown, individually and on behalf of her minor child, James Brown II; Daryl 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 Carriagton Lumar; Tonya Brown; Venisha Brown; Larry Brown and Terry Brown (hereinafter collectively "Third-Party Beneficiaries").

The Third-Party Beneficiaries are signatories to a Settlement Agreement dated August 10, 2008 with Addendum dated March 25, 2009. This Settlement Agreement was approved by the Circuit Court of South Carolina by Order dated May 26, 2009. In the event that this Order should be overturned, vacated or in any manner set aside, this Agreement shall continue with the Third-Party Beneficiaries becoming the principal parties.

ATTORNEY FEES

The Firm will be compensated on a contingency fee basis. The fee for professional services will be based upon the gross proceeds of any money collected as result of actions initiated or pursued by the Firm, in the following percentages.

a. Pursuant to the Settlement Agreement dated August 10, 2008, as amended by Addendum dated March 25, 2009, 47.5% of the gross proceeds will be attributed to the charitable portion of the James Brown Estate, the James Brown 2000 Irrevocable Trust, and/or the James Brown Legacy Trust for fee calculation purposes only. The Litigation Retention Agreement which is attached hereto as Exhibit A and which is incorporated herein shall govern the terms of representation and the payment of fees to the Firm with respect to the 47.5% of the gross proceeds attributed to the charitable portion of the James Brown Estate, the James Brown 2000 Irrevocable Trust, and/or the James Brown Legacy Trust. For example, fees will be paid to the Firm from these proceeds based on the following schedule:



BAUK00126_CONFIDENTIAL

Amount of net proceeds of judgment or settlement (not including exemplary or punitive damages) (in millions)	Contingent percentage
First \$0 to \$3	23%
Excess over \$3 up to \$10	19%
Excess over \$10 up to \$25	15%
Excess over \$25 up to \$50	11%
Excess over \$50 up to \$100	7%
Excess over \$100	4%

Amount of punitive or exemplary proceeds (in millions)	Contingent percentage
First \$0 to \$10	10%
Excess over \$10 to \$100	5%
Excess over \$100	3%

b. The remaining proceeds collected will be attributed to the non-charitable portion of the James Brown Estate, the James Brown 2000 Irrevocable Trust, and/or the James Brown Legacy Trust for fee calculation purposes only. A fee of 40% will be paid to the Firm from these proceeds.

c. In the event the parties reach an agreement that results in a settlement expressed in non-monetary consideration, the Firm shall be compensated pursuant to Article VI(B) of the Litigation Retention Agreement with respect to the 47.5% attributed to the charitable portion of the James Brown Estate, the James Brown 2000 Irrevocable Trust, and/or the James Brown Legacy Trust and based on the cash-equivalent of such consideration or an hourly fee, whichever is greater, for the balance. The hourly fees shall be calculated as follows:

- (a) Partners \$300.00
- (b) Associates \$225.00
- (c) Paralegal \$125.00

d. In the event that no value is recovered by the Firm on behalf of the Trustee, no fee will be paid to the Firm.

EXPENSE REIMBURSEMENT

Trustee shall reimburse all expenses incurred by the Firm as a result of this representation in accordance with Article V(B) of the Litigation Retention Agreement. Firm will submit invoices to the Trustee on a monthly basis. These expenses will be reimbursed as soon as practicable given the available funds held by the Trust.

It is understood and agreed that the Estate is reimbursing expenses for the benefit of the Estate, the James Brown 2000 Irrevocable Trust and the James Brown Legacy Trust. It is

understood that the Estate will be reimbursed 47.5% of these expenses by the Trust upon the distribution of the proceeds from any recovery.

SWEENEY, WINGATE & BARROW, P.A.

By: Ernest A. Kendall, Jr.

ESTATE OF JAMES BROWN

By: [Signature]
Its: Personal Representative

JAMES BROWN 2000 IRREVOCABLE TRUST

By: [Signature]
Its: Trustee

JAMES BROWN LEGACY TRUST

By: [Signature]
Its: Trustee

EXHIBIT A

LITIGATION RETENTION AGREEMENT FOR SPECIAL COUNSEL APPOINTED BY THE SOUTH CAROLINA ATTORNEY GENERAL

This litigation retention agreement ("Agreement") is by and between South Carolina Attorney General Henry McMaster ("Attorney General") and the below-signed attorney(s) ("Special Counsel").

RECITALS

WHEREAS, the Attorney General has concluded that it is in the best interest of the State of South Carolina to retain Special Counsel specifically for this litigation matter; and

WHEREAS, the Attorney General hereby engages Special Counsel to provide legal representation including, but not limited to, all preparation for, settlement of and/or actual litigation arising from [matter]; and

WHEREAS, Special Counsel specifically represents that he has the skill, experience, expertise, and competence necessary for the meaningful prosecution of this matter;

NOW THEREFORE, in consideration for the mutual promises and covenants set forth herein, and for other valuable consideration, the Attorney General and Special Counsel hereby agree to the following terms and conditions:

Article I. TERM

This Agreement, which shall serve as the appointment of the attorneys whose signatures are affixed below as Special Counsel to the Attorney General, commences on _____, and terminates on _____, unless this work is concluded earlier or the Attorney General or Special Counsel terminates the appointment earlier pursuant to Article VI of this Agreement. If the work for which this appointment is made is not completed by the date above, then the Attorney General may re-appoint Special Counsel for an additional term or terms to be determined at that time. The Attorney General shall not be liable to compensate Special Counsel for any services rendered after termination of the Agreement.

Exhibit A

Article II. SERVICES

A. Scope of Appointment

Special Counsel shall provide legal services, advice, and consultation to the Attorney General for this litigation in a manner consistent with accepted standards of practice in the legal profession. In view of the personal nature of the services to be rendered under this appointment, the Attorney General shall be the sole judge of the adequacy of those services. The parties agree:

1. The Attorney General shall have final authority over all aspects of this litigation. The litigation may be commenced, conducted, settled, approved, and ended only with the express approval and signature of the Attorney General. The Attorney General at his sole discretion has the right to appoint a designated assistant ("designated assistant") to oversee the litigation, which appointment the Attorney General may modify at will.
2. Special Counsel shall provide legal services to the Attorney General subject to the approval of the Attorney General for the purposes of seeking injunctive relief, monetary relief, and other relief against all entities in this litigation.
3. The Attorney General may provide attorneys and other staff members to assist Special Counsel with this litigation. The identity and responsibilities of such personnel so assigned shall be determined solely by the Attorney General. All pleadings, motions, briefs, formal documents, and agreements must bear the signature of the Attorney General or his designated assistant.
4. Special Counsel shall coordinate the provision of the legal services with the Attorney General or his designated assistant, other personnel of the Office of the Attorney General, and such others as the Attorney General may appoint as Special Counsel. All pleadings, motions, briefs, and other material which may be filed with the court shall first be approved by the Attorney General and provided to his office in draft form in a reasonable and timely manner for review. Regular status meetings may be held as requested by the Attorney General.
5. Special Counsel shall communicate with state entities through the Office of the Attorney General unless otherwise authorized by the Attorney General.
6. Special Counsel shall provide sufficient resources, including attorney time, to prosecute this litigation in accordance with Rule 407, Rules of Professional Conduct, South Carolina Appellate Court Rules.

B. Delegation of Work

Special Counsel may delegate work to other attorneys or paralegals within the firm with which the Special Counsel is affiliated but may not, without express approval of the Attorney General,

Exhibit A

delegate any work whatsoever to any attorney in any other firm. Special Counsel agrees to accept full responsibility and liability for the work of any delegate.

C. Attorney-Client Relationship

Special Counsel will render services pursuant to this Agreement as an independent contractor. Neither Special Counsel nor any employee of Special Counsel shall be regarded as employed by, or as an employee of, the Attorney General or the State of South Carolina.

An attorney-client relationship shall exist between the Attorney General and Special Counsel.

Article III. CASE MANAGEMENT

A. Status Reports, Time Records

The Attorney General may at any time request status reports from Special Counsel regarding any aspect of this litigation. Within twenty days after the request is received, Special Counsel shall submit such status reports to the Attorney General. Failure to timely provide such status reports may result in forfeiture of a portion of Special Counsel's compensation at the sole discretion of the Attorney General.

At a minimum, status reports must include a description of the current status of the matter, any significant events that have occurred since the previous status report, and a prospective analysis of any significant future events.

B. Notices and Correspondence

All notices, demands, requests, consents, approvals, and other instruments required to be given pursuant to the terms of this Agreement shall be in writing and shall be deemed to have been properly given when: (1) hand delivered; (2) sent by U.S. Registered or Certified mail, return receipt requested, postage prepaid; (3) if certified or registered mail is either refused or unclaimed, then by regular U.S. Mail; (4) by overnight delivery service with receipt (Airborne, FedEx, UPS, etc.); (5) by email; or (6) by fax, followed by one of the other methods of delivery described herein. Fax delivery shall be deemed to be on the date of receipt of the fax, and the parties hereto agree that a fax with confirmation shall be adequate proof of receipt of the fax.

Both Special Counsel and the Attorney General may designate a representative to receive such instruments and correspondence as described herein. While both parties recognize this designation may be changed at any time, and without consent of the other party by giving written notice of the new designated representative, until further notice, such instruments and/or correspondence should be addressed to:

Name: Henry McMaster
Attorney General
Address: P. O. Box 11549

Exhibit A

Columbia, SC 29211
Phone: 803-734-3970
Fax: 803-253-6283

Name: C. Havird Jones, Jr.
Senior Assistant Attorney General
Address: P. O. Box 11549
Columbia, SC 29211
Phone: 803-734-3970
Fax: 803-734-3677
Email: cjones@scag.gov

[Special Counsel's Information]

C. Communication

Special Counsel agrees to consult in advance, by telephone, fax machine, or in writing, with the Attorney General promptly on all matters that may be precedential, controversial, of particular public interest, or otherwise noteworthy or important, and to keep the Attorney General fully informed at all times.

Special Counsel shall give timely written notice to the Attorney General of any and all of the following legal events in this litigation:

1. Pleadings
2. Dispositive motions
3. Hearings
4. Rulings
5. Trials
6. Settlement negotiations
7. Appeals or Notice of Appeals
8. Briefs filed by any party or entity
9. Appellate arguments or decisions
10. Enforcement efforts

Special Counsel agrees to meet with Attorney General's Office personnel when and where requested by the Attorney General in furtherance of this litigation.

D. Settlement

The Attorney General must approve in advance all aspects of this litigation and shall be included in any settlement discussions. Special Counsel agrees that any settlement in this case must

Exhibit A

receive the Attorney General's express prior approval in writing. Special Counsel shall confer with the Attorney General as early as practicable in any settlement negotiation process.

E. Appeals

It is important that the Attorney General receives early notice of any potential appellate litigation in any way affecting the State. Therefore, Special Counsel agrees to give prompt oral and written notice to the Attorney General when receiving: (1) any dispositive decision by any appellate court affecting the litigation in any way; or (2) a Notice of Appeal from a court's decision filed by any party to this litigation.

F. Public Records

Any material, data, files, discs, or documents created, produced, or gathered by Special Counsel, or in Special Counsel's possession in furtherance of this litigation, or which fulfill an obligation of this appointment, shall be considered the exclusive property of the State of South Carolina. Special Counsel agrees to adhere to South Carolina's Freedom of Information Act, South Carolina Code of Laws §30-4-10 *et. seq.*, and maintain all public records in accordance with State law; provided, however, that Special Counsel shall consult with, and obtain the approval of, the Attorney General before responding to any public records request. Special Counsel agrees to comply with the Attorney General's policy on document retention and to refrain from destroying documents unless otherwise permitted under this policy. Special Counsel agrees to comply with Rule 417 of the South Carolina Appellate Court Rules. Special Counsel agrees to request written confirmation from the Attorney General's Office prior to destroying any documents. This Agreement shall be considered a public document.

Article IV. COMPENSATION

A. Fee Schedule

This is a contingent fee case. Special Counsel shall receive no compensation for any services rendered unless the State of South Carolina receives a settlement or damage award in connection with this litigation. If the State receives such an award, Special Counsel will be compensated for his services pursuant to this Article, as follows:

1. Special Counsel shall be reimbursed all reasonable, normal, and verified "out of pocket" costs and expenses as specified in Article V below.

These costs and expenses necessary for conducting this litigation, as defined in Article V of this Agreement, shall initially be advanced by Special Counsel and shall be deducted from the litigation's gross or total recovery, if any, before any further distribution is made.

Provided, however, that civil penalties shall not be included in calculating the gross or total recovery, and Special Counsel shall not receive any fees or costs from awards of

Exhibit A

civil penalties with such penalty payments to be made to the Office of the Attorney General for the State of South Carolina.

Provided, further, that as to any federal Medicaid portion of a settlement or award, no reimbursable cost may be deducted, and no settlement or award amount shall be included in calculating the gross or total recovery for the purposes of fees to the Special Counsel, without the additional approval by the Center for Medicaid and Medicare Services (CMS); and

2. At least 77% of the remaining or net settlement or judgment proceeds (but not including punitive or exemplary damages, if any) shall be paid or applied to or for the State or the people of South Carolina or the victims in a manner to be determined by the Attorney General in his sole discretion; and

3. Special Counsel shall be paid the remaining 23% or less in fees of said remaining or net settlement or judgment proceeds (but not including punitive or exemplary damages), as follows:

Amount of net proceeds of judgment or settlement (in millions)	Contingent percentage
First \$0 to \$5	23%
Excess over \$5 up to \$10	19%
Excess over \$10 up to \$25	15%
Excess over \$25 up to \$50	11%
Excess over \$50 up to \$100	7%
Excess over \$100	4%

Provided, however, that the Attorney General shall retain 10% of Special Counsel's fees awarded under this section 3.

4. Special Counsel shall be paid 10% or less of any punitive or exemplary damage proceeds as follows, with the remaining 90% or more to be paid or applied to or for the State or the people of South Carolina or the victims in a manner to be determined by the Attorney General at his sole discretion:

Amount of punitive or exemplary proceeds (in millions)	Contingent percentage
First \$0 to \$10	10%
Excess over \$10 to \$100	5%
Excess over \$100	3%

Provided, however, the Attorney General shall retain 10% of Special Counsel's fees awarded under this section 4.

Exhibit A

5. All settlement or judgment proceeds shall be paid by or on behalf of the defendant(s) to the Attorney General's office, which shall distribute them or have them distributed.

6. It is strictly agreed and understood by Special Counsel that if the proposed or actual defendants in this matter agree to a settlement or resolution prior to or upon commencement of the action or shortly thereafter, upon negotiation or consultation or upon only initial responses, then Special Counsel's compensation shall be one-half of that specified in sections 3 and 4 above.

7. This distribution and compensation calculation shall be included in a final order in the case.

B. Settlement or Judgment

The above Fee Schedule applies to any settlement or judgment, whether the settlement or judgment is entirely monetary in nature or is combined with non-monetary relief. Should the litigation be resolved by settlement or judgment involving a combination of monetary and non-monetary relief (such as injunctive relief, non-monetary payment, the provision of goods and/or services or any other "in kind" terms, or any combination of those), the Attorney General shall determine the monetary value to the State.

C. Payment of Fees, Costs and Expenses

Neither the State of South Carolina nor the Attorney General shall be required under this Agreement, or otherwise, to compensate or reimburse Special Counsel for his work in this matter, other than as set forth in Articles IV (A), and IV(B), and V herein. Accordingly, except for the fee schedule, expenses, and costs enumerated and outlined herein, Special Counsel shall not be entitled to and shall not accept compensation or reimbursement from any other source.

Article V: EXPENSES AND COSTS

A. Advancement of Expenses and Costs

Special Counsel shall advance all costs, expenses, and disbursements, including expert witness fees and costs, deposition costs, and costs of document production. Special Counsel's agreement to advance all litigation expenses and costs, as well as its agreement to defer fees while any and all litigation (including appeals and enforcement actions) is pending has been taken into consideration in establishing the fee schedule above.

B. Expenses and Cost Reimbursement

Special Counsel shall be reimbursed solely from the litigation's gross recovery as approved by the Attorney General for certain reasonable expenses and costs enumerated below. Proper documentation by receipts or otherwise shall be submitted with all invoices and all

Exhibit A

documentation shall be retained by Special Counsel for at least one full year following this Agreement's termination. All expenses must be itemized and no reimbursement may be applied for or requested for "miscellaneous" listings. The Attorney General in his sole discretion may decline to reimburse Special Counsel for improperly documented, unnecessary, or unreasonable costs or expenses.

1. Experts

Special Counsel shall be reimbursed for retention of experts, including fees and other reasonable costs, only when expressly authorized by the Attorney General.

2. Lodging

Receipts are required. In-state overnight lodging shall be reimbursed at actual cost up to a maximum of \$75.00 plus tax per day. Any expenses incurred due to out-of-state lodging greater than \$75.00 plus tax per day shall be approved in advance by the Attorney General. If circumstances render Special Counsel unable to obtain the prior approval of the Attorney General in this situation, as soon as thereafter practicable, Special Counsel shall notify the Attorney General of the location, the hotel, the daily rate, and the reasons for not obtaining prior approval. Failure to follow these procedures shall result in such lodging costs being borne by Special Counsel.

3. Meals

There is no reimbursement for meals.

4. Travel

Receipts are required. Airfare shall be reimbursed at actual cost based on coach fares.

5. Mileage

Automobile travel shall be reimbursed at the maximum state mileage rate of the State of South Carolina in effect at the time. Travel by car shall not exceed coach fares on commercial airlines. Mileage is to be itemized on the invoice as "Mileage" (number of miles @ rate per mile).

6. Photocopying

In-house photocopying (including color copies) shall be reimbursed at the Special Counsel's actual expense, not to exceed 15 cents (\$0.15) per copy and is to be itemized on the invoice as "Photocopies" (number of copies @ rate

Exhibit A

per copy). Reasonable amounts for outside photocopying shall be reimbursed at actual cost if receipts are provided.

7. Priority/Overnight Mail

Charges for priority or overnight mail services shall be reimbursed only if a justifiable basis exists for using the service. In no event shall the Special Counsel be reimbursed for the cost of sending invoices or status reports to the Attorney General by overnight or priority mail services.

8. Secretarial or Staff Overtime

There shall be no reimbursement for secretarial or staff overtime unless expressly authorized in writing by the Attorney General prior to invoicing.

9. Other Expenses

Actual costs shall be reimbursed for certain routine expenses including transcripts, deposition costs, witness fees, subpoena service, postage, printing, cab and bus fares, parking, and long-distance telephone calls when itemized and receipts are provided. Expenses for office space, word processing, secretarial, and paralegal costs are not reimbursable. Westlaw expenses shall be reimbursed only when authorized in advance by the Attorney General.

C. One Invoice

At the conclusion of the litigation, Special Counsel agrees to submit one original invoice to the Attorney General for expenses and costs.

Article VI. TERMINATION

A. Termination by the Parties

The Attorney General reserves the right to terminate this Agreement at any time, in his sole discretion, and without cause or duty of explanation. Special Counsel may terminate its duties and obligations under the Appointment and this Agreement upon thirty (30) days written notice to the Attorney General. Termination on the part of the Special Counsel shall not be effective if the Attorney General finds in his sole discretion that such termination prejudices or has a material adverse effect on the State of South Carolina. Upon termination, all material, data, files, discs, or documents created, produced, or gathered by Special Counsel, or in Special Counsel's possession in furtherance of this litigation, or which fulfill an obligation of this appointment shall be immediately delivered to the Attorney General as directed by him, and without encumbrance or lien or any cost or charge to the Attorney General.

B. Compensation Upon Termination

Exhibit A

In the event this Agreement is terminated by Special Counsel, Special Counsel shall be reimbursed only from the litigation's gross recovery and only for all properly documented expenses and costs, as defined in Article V of this Agreement, rendered prior to termination; there shall be no payment of any attorneys' fees unless the Attorney General agrees in writing to the payment of fees for work performed under such terms and conditions as may be set by him in his sole reasonable discretion. In the event the Attorney General terminates this Agreement without cause, Special Counsel shall be reimbursed only from the litigation's gross recovery for all properly documented expenses and costs, as defined in Article V of this Agreement, rendered prior to termination, and Special Counsel shall be awarded appropriate attorneys fees on a quantum meruit basis as determined by the Attorney General. If this Agreement is terminated for cause, Special Counsel will not be reimbursed for any expenses and costs or paid any fees or other compensation for any services relating to the litigation.

Article VII. OTHER TERMS AND CONDITIONS

A. Media Statements

The parties agree that neither Special Counsel nor any partner, associate, employee, or any other person assisting with the legal work contemplated by this Agreement shall speak to any representative of a television station, radio station, newspaper, magazine, or any other media outlet concerning the work outlined or contemplated by this Agreement without first obtaining approval of the Attorney General. This Agreement specifically prohibits Special Counsel from speaking on behalf of the Attorney General or the State of South Carolina to any representative of the news media.

B. Jurisdiction and Choice of Law

This Agreement shall be administered in the State of South Carolina and shall be interpreted under the laws of the State of South Carolina. Special Counsel consents to complete jurisdiction in the appropriate courts of the State of South Carolina. This Agreement and any claims arising in any way out of it shall be governed by the laws of the State of South Carolina. Any litigation arising out of or relating in any way to this Agreement or the performance thereunder shall be brought in state courts of appropriate jurisdiction in the State of South Carolina, and Special Counsel hereby irrevocably consents to such exclusive jurisdiction.

C. Code of Professional Responsibility

If, during the appointment as Special Counsel, a complaint is filed against Special Counsel or Special Counsel's firm, alleging a violation of Rule 407, Rules of Professional Conduct, South Carolina Appellate Court Rules, or the applicable rules governing the state bar in which Special Counsel has been admitted, or the Code of Professional Responsibility, Special Counsel shall give prompt written notice of such complaint to the Attorney General. The Attorney General retains the right, in his sole discretion, to immediately terminate this Agreement if he deems the

Exhibit A

complaint to adversely affect in any way Special Counsel's ability to perform his duties required herein, or to adversely affect this litigation, the Attorney General, or the State of South Carolina.

D. Insurance

Special Counsel agrees to carry adequate professional liability insurance and to provide proof of same to the Attorney General promptly upon request.

E. Conflict of Interest

Special Counsel represents that neither he nor his firm has any conflict of interest with the State of South Carolina, its agencies, or subdivisions at this time. Special Counsel agrees that if a conflict of interest, potential or otherwise, arises, as defined by Rule 407, Rules of Professional Conduct, South Carolina Appellate Court Rules, during the term of this litigation, then Special Counsel will give timely written notice to the Attorney General. Special Counsel must request and obtain a written authorization from the Attorney General prior to undertaking any representation against or adverse to the State of South Carolina, its offices, boards, departments, or institutions during the term of this appointment.

F. Equal Opportunity

Special Counsel hereby represents that neither he nor his law firm discriminates on the basis of race, religion, color, sex, age, national origin, or disability against any person in the employment of personnel in their offices.

G. Entire Agreement/Integration

This Agreement constitutes the entire understanding of the parties. Both parties agree that there is no other understanding or agreement other than the terms expressly stated herein.

H. Severability of Terms and Conditions

If any provision of this Agreement shall be held invalid, illegal, or unenforceable in any respect, said provision shall be severed. The validity, legality, and enforceability of all other provisions of this Agreement shall not in any way be affected or impaired unless such severance would cause this Agreement to fail of its essential purpose.

I. Amendment or Modification

No amendment or modification of this Agreement shall be effective against either party unless such amendment or modification is set forth in writing and signed by both parties.

J. Headings

Exhibit A

The headings herein are for reference and convenience only. They are not intended and shall not be construed to be a substantive part of this Agreement or in any other way to affect the validity, construction, interpretation, or effect of any of the provisions of this Agreement.

K. Counterparts

This Agreement may be executed in one or more counterparts, each of which shall be an original and all of which constitute one and the same instrument.

(Signatures follow on the next page.)

Attorney General of South Carolina

Henry McMaster

Date: _____, 2010

Special Counsel

[Special Counsel's signature(s)]



HENRY McMASTER
ATTORNEY GENERAL

May 18, 2010

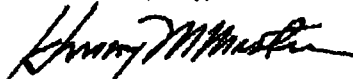
Mr. Russell Bauknight
Bauknight, Pietras & Stormer, P.A.
1517 Gervais Street
Post Office Box 1330
Columbia, South Carolina 29202

Re: James Brown Litigation

Dear Mr. Bauknight:

I have met with Ken Wingate and Everett Kendall of Sweeney Wingate & Barrow of Columbia, South Carolina, regarding the action to be filed against Adele J. Pope and Robert L. Buchanan, Jr., in the Richland County Probate Court in connection with the James Brown Estate and Trust. I am writing to confirm our understanding that you will be retaining Mr. Wingate and Mr. Kendall to file this action on behalf of the beneficiaries of the James Brown Estate and Trust, including the charitable interests. As you know, by law this office has a duty to protect charitable trusts. Also, per your conversation with Senior Assistant Attorney General C.H. Jones, Jr., in connection with the charitable trust portion of this matter, you have agreed to use the terms and conditions as outlined in the attached "Agreement for Legal Services" which references and incorporates the Attorney General's standard Litigation Retention Agreement. Of course, this office has no authority over your agreement with Messrs. Wingate and Kendall concerning the other portions of this matter.

Yours very truly,


Henry McMaster

Enclosures

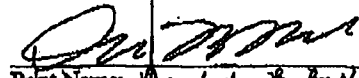
HMCM/mfj

ARMIST C. DENNIS BUILDING • POST OFFICE BOX 11549 • COLUMBIA, S.C. 29211 • 1549 • TELEPHONE 803-734-3970 • FACSIMILE 803-253-6283

CONFIRMATION, APPROVAL AND ACKNOWLEDGMENT

The undersigned confirms and approves the retention of Sweeney, Wingate & Barrow, P.A. on its behalf by Russell Bauknight, as Personal representative of the Estate of James Brown, Trustee of the James Brown 2000 Revocable Trust, and Trustee of the James Brown Legacy Trust, and hereby acknowledges that Sweeney, Wingate & Barrow, P.A. is representing the "Third-Party Beneficiaries" as defined in the attached Agreement For Legal Services dated May __, 2010 (the "Retention Letter") through Russell Bauknight as fiduciary. The undersigned further confirms and approves the filing on its behalf of the lawsuit (evidenced by the attached draft complaint (the "Complaint")) by Sweeney, Wingate & Barrow, P.A. and the inclusion of the undersigned's client(s) as party(ies) to the action.

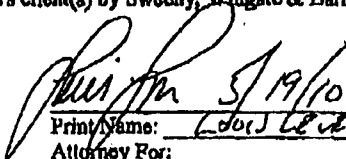
The undersigned acknowledges and confirms that the undersigned has reviewed the attached Retention Letter along with exhibits thereto, agrees to all terms contained therein, and directs Russell Bauknight as fiduciary to sign the Retention Agreement on its behalf, or otherwise ratifies the Retention Agreement. The undersigned further acknowledges and confirms that the undersigned has reviewed the attached Complaint and that there is good ground to support it. The undersigned confirms the allegations contained therein, and the undersigned approves the filing of the same on behalf of the undersigned's client(s) by Sweeney, Wingate & Barrow, P.A.


Print Name: David B. BHL
Attorney For: Terry Brown

CONFIRMATION, APPROVAL AND ACKNOWLEDGMENT

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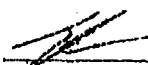
 5/19/10
Print Name: LOUIS LEVENSON

Attorney For: _____

CONFIRMATION, APPROVAL AND ACKNOWLEDGMENT

The undersigned confirms and approves the retention of Sweeny, Wingate & Barrow, P.A. on its behalf by Russell Bauknight, as Personal representative of the Estate of James Brown, Trustee of the James Brown 2000 Revocable Trust, and Trustee of the James Brown Legacy Trust, and hereby acknowledges that Sweeny, Wingate & Barrow, P.A. is representing the "Third-Party Beneficiaries" as defined in the attached Agreement For Legal Services dated May __, 2010 (the "Retention Letter") through Russell Bauknight as fiduciary. The undersigned further confirms and approves the filing on its behalf of the lawsuit (evidenced by the attached draft complaint (the "Complaint")) by Sweeny, Wingate & Barrow, P.A. and the inclusion of the undersigned's client(s) as party(ies) to the action.

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Print Name: E. Alan Martin
Attorney For: Juanita Rae Brown

#6
STATE OF SOUTH CAROLINA) IN THE COURT OF COMMON PLEAS
COUNTY OF RICHLAND) 2010-CP-40-4900

Russell Bauknight, et al.,)
Plaintiffs,)
vs.) TRANSCRIPT OF RECORD
Henry Dargan McMaster, et al.,)
Defendants.)

August 30, 2010
Columbia, South Carolina

B E F O R E:

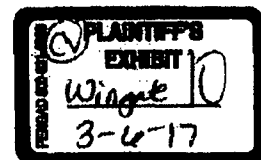
HONORABLE L. CASEY MANNING, JUDGE.

A P P E A R A N C E S:

KENNETH B. WINGATE, ESQUIRE
EVERETT A. KENDALL, II, ESQUIRE
Attorneys for Plaintiffs

DARYL L. WILLIAMS, ESQUIRE
J. CALHOUN WATSON, ESQUIRE
Attorneys for the Defendants

Crystal Holmes



1 MR. WINGATE: May it please the Court, Your
2 Honor. Ken Wingate along with my partner, Rhett
3 Kendall.

4 THE COURT: Yes, sir.

5 MR. WINGATE: And we are before you today in
6 connection with the Irrevocable Charitable Trust
7 established by the entertainer James Brown.

8 As Your Honor is aware from the pleadings,
9 our firm represents the 15 or so Plaintiffs listed on
10 the caption of the case which include globally all of
11 the beneficiaries of this Irrevocable Trust, both the
12 charitable and private individuals.

13 I would ask that Your Honor -- well, first,
14 let me introduce -- we're here representing, as you're
15 aware from the caption, an array of folks. I believe
16 Your Honor knows Sonny Jones ---

17 THE COURT: Yes.

18 MR. WINGATE: --- an attorney with the South
19 Carolina Attorney General's office, one of our
20 clients. Also we represent Russell Bauknight who is
21 very critically, Your Honor, the professional Trustee
22 of this Trust. I'll just come back and address that
23 in a moment. His counsel, Freddie Kingsmore is here
24 with us today. And then one of the family members,
25

1 Deanna Brown Thomas, daughter of James Brown, with her
2 husband ---

3 THE COURT: Let help me you all out. It
4 might be logistical. We all work, we come to work
5 early, we stay late sometimes. But we all eat in the
6 middle of the day. And about 1:00 I'm going to eat.
7 So this is the problem, it's a real one. You want to
8 stop now and come back after lunch?

9 MR. WINGATE: Let's stop now and come back ---
10

11 THE COURT: Okay. Well, you know, I just --
12 it's just practical. It's a practical problem.

13 MR. WINGATE: Sure.

14 THE COURT: I'm going to eat, y'all need to
15 eat regardless of this case or anything else. Let's
16 stop now. I start back at 2 anyway, so.

17 MR. WINGATE: Perfect.

18 THE COURT: I've got other things scheduled
19 but we'll pick up with you guys at 2. That will be
20 the best way to do it, in my opinion. We'll break for
21 lunch, come back at 2.

22 All right, thank you all.

23 MR. WINGATE: Thank you, Your Honor.

24 (The Court was in recess.)

25 THE COURT: All right, Mr. Wingate.

1 MR. WINGATE: Thank you, Your Honor, please
2 the Court. I'll just sort of briefly start over. My
3 name is Ken Wingate. I'm here with my partner, Rhett
4 Kendall. And together we represent the 15 or so
5 Plaintiffs, Your Honor, in this Charitable Irrevocable
6 Trust action.

7 THE COURT: Yes, sir.

8 MR. WINGATE: I was starting to say before
9 the lunch break that some of the clients are here. Of
10 course Russell Bauknight, the Trustee, is the
11 principal Plaintiff. His separate counsel, Freddie
12 Kingsmore is with us today. I believe Your Honor
13 knows Sonny Jones with the South Carolina Attorney
14 General's office.

15 THE COURT: Clemson class of '70? Was it
16 '70?

17 MR. JONES: 70, yes, sir.

18 MR. WINGATE: That's why he's behind ---

19 THE COURT: I understand.

20 MR. WINGATE: --- Your Honor. And also
21 Deanna Brown Thomas, the daughter of James Brown is
22 with us with her husband ---

23 THE COURT: I noticed she smiled when I said
24 Bewildered, The Apollo 1963 Live. Go ahead.
25

1 MR. WINGATE: Well noted. Your Honor, we knew
2 that exactly what did happen right before the lunch
3 break would nappen.

4 THE COURT: Yes, sir.

5 MR. WINGATE: And that is there'd be a whole
6 big bowl of spaghetti, all these lawsuits that have
7 been filed, whip them up, stir them up, mix them up,
8 throw out a quote, throw out a pleading, throw out a
9 caption and try to confuse the matter and say only
10 Jack Early could possibly sort through this mess.

11 This is real simple, Your Honor. There are
12 two different things. There is the Last Will and
13 Testament of James Brown. This is in Aiken County in
14 the Probate Court -- well actually it's in Circuit
15 Court in Jack Early's hands.

16 This, Your Honor, is the 2000 Irrevocable
17 Charitable Trust of James Brown which was created as a
18 separate entity prior to his death which was 2000, he
19 died December of '06. Was funded prior to his death
20 and is an entirely separate entity. And what we're
21 here for, Your Honor, we're going to sort of split
22 things. As you heard before lunch, counsel has been
23 arguing both on their Motion to Dismiss the
24 Plaintiffs' Complaint ---
25

1 THE COURT: And venue, right.

2 MR. WINGATE: --- and the transfer of venue
3 and have said that they all sort of tie together.
4 Well, that's again part of this stirring up a bowl of
5 spaghetti, just trying to make it all sound too
6 complex. It really is a pretty straightforward
7 analysis.

8 We submitted, Your Honor, on Friday, a brief
9 -- and I would just point out that at the bottom of
10 page 2 and at the bottom of page 3 are two different
11 diagrams of the estate plan of James Brown. And it
12 really helps to show the flow of things.

13 THE COURT: I don't know whether it's made it
14 to the file, let me double check. Do you have an extra
15 copy?
16

17 MR. WINGATE: I don't -- I have one that's
18 got a highlight on it if you don't mind that.

19 THE COURT: If they don't mind. Y'all have a
20 copy of this, don't you?

21 MR. WATSON: Yes, Your Honor.

22 THE COURT: And at the bottom of page 2, Your
23 Honor, is the estate plan which shows the Will, the
24 document I showed you just a second ago, that's over
25 there in Aiken, which pours over or gives the assets

1 upon James Browns' death to his Irrevocable Trust.
2 And then that Irrevocable Trust splits into two parts,
3 fifty percent of it was the I Feel Good Trust, a
4 Charitable Trust for the education of students in
5 South Carolina and Georgia, and then the other fifty
6 percent for his family.

7 During the course of the last several years
8 of litigation which has gotten so much attention,
9 there was a settlement that was achieved, Your Honor,
10 and this global settlement that brought all 15 of
11 these people together on this caption into one group,
12 rewrote the estate plan, rewrote the terms of the
13 Trust. And the revised Trust is what Your Honor sees
14 on page 3, the second diagram that's at the top of
15 that chart.

16 THE COURT: All right.

17 MR. WINGATE: And again, Your Honor, you see
18 that Will just sits over there in Aiken. The Estate
19 administration is over in Aiken. But the Settlement
20 Trust, the Charitable Trust that receives the
21 royalties, the intangible assets, the intellectual
22 property of James Brown, is then administered in
23 Richland County, South Carolina by Russell Bauknight,
24 the Trustee, for the purpose of, as you see on that
25

1 chart, a Charitable Trust that remains for education
2 purposes, why the South Carolina Attorney General is
3 in this case as one of our client Plaintiffs, and is
4 about ---

5 THE COURT: The AG, they came in by agreement
6 by everybody, the AG ---

7 MR. WINGATE: That is correct, Your Honor.

8 THE COURT: As it says here, sole authority
9 to remove and replace Trustees, is that fair enough?
10

11 MR. WINGATE: (Affirmative response.)

12 THE COURT: Everybody?

13 MR. WILLIAMS: That is, as I ---

14 THE COURT: That's what it says.

15 MR. WILLIAMS: As I understand it, that is
16 what the -- what is provided in the Settlement
17 Agreement. That is not what was provided in the
18 original estate plan ---

19 THE COURT: Okay.

20 MR. WILLIAMS: -- of Mr. Brown.

21 THE COURT: That's good enough. That's good
22 enough.

23 MR. WILLIAMS: Just so you know.

24 THE COURT: Okay.

25 MR. WILLIAMS: It's not completely accurate.

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

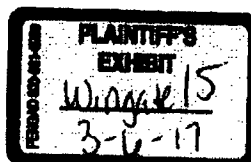
Defendant

IN THE COURT OF COMMON PLEAS

FOR THE FIFTH CIRCUIT

Civil Action No. 2010-CP-40-4900

**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).

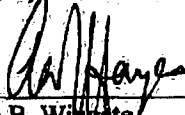
14. Defendant Pope's Offer of Judgment to the Estate of James Brown (attached hereto as Exhibit N).

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

RECITALS

1. On or about May 19, 2010 Wingate commenced this action naming as two of the Plaintiffs former AG Henry McMaster and Bauknight as agent for AG McMaster.

2. Pope has repeatedly and consistently asserted, and asked the Court to rule, that Wingate has no authority to serve as sole counsel for the AG while serving the interest of private Co-Plaintiffs in this Case, and that Bauknight has no authority to serve as Agent for the AG.

3. In January 2011 AG Alan Wilson succeeded AG McMaster as Attorney General of South Carolina.

4. Since then Wingate and Bauknight have asserted that Wingate serves as sole counsel to, and Bauknight agent for, AG Wilson, to which Pope has objected.

5. Pope's request to enjoin Wingate from serving as sole counsel to the AG while serving the interests of private non-residents of SC, and to enjoin Bauknight from asserting he is the AG's agent, has been denied by Order dated July 5, 2012 (received on July 17, 2012).

6. By Order dated November 22, 2011, at the request of AG Wilson, a Newberry Case in which Pope sought documents under the S.C. Freedom of Information Act ("FOIA") was consolidated but not merged with this Case by direction of The Hon. Frank R. Addy, stating, in part:

1. The Defendant (AG Wilson) . . . will answer Plaintiff's complaint.
2. At the conclusion of the pleadings phase . . . this matter will be consolidated with *Bauknight v. Pope*, 2010-CP-40-04900 (Richland 2010);
3. Any motions. . . including an oral motion to intervene by an arguably

interested party, will be taken up by Richland County.

4. Any claim to attorney's fees, as permitted under the [FOIA], will be preserved for resolution by the Richland County Court.

7. The oral motion referenced by Jg. Addy was Wingate, for Tommie Rae Hynie and certain others to intervene in the FOIA Case and prevent release of the McMaster/Wingate contingency fee contract for Wingate to sue Pope in this Case.

8. Since November 2011 various issues and potential issues have arisen which make the action sought herein prudent.

Terms of Settlement

Attorney General Alan Wilson and Russell L. Bauknight in has capacity as agent for Attorney General Wilson and former Attorney General Henry McMaster, with Adele J. Pope, shall submit a Consent Order of Dismissal of Parties which states the following, or any similar language requested by Attorney General Wilson and approved by Pope.

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

1. Case #2011-CP-36-379 in which Pope seeks documents under the South Carolina Freedom of Information Act ("FOIA"), which was consolidated but not merged with this case, is hereby severed.
2. The Dismissal herein shall not apply to the FOIA Case.
3. The Attorney General of South Carolina is hereby dismissed, without prejudice, as a party to this Case.
4. Russell L. Bauknight as agent for the Attorney General of South Carolina, is hereby dismissed, with prejudice, as a party to this Case.
5. The caption of this Case is hereby amended to delete dismissed parties as shown above. [Caption in the Order will remove McMaster, Wilson and all

references to the AG or Bauknight as his agent]

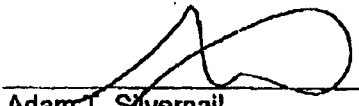
6. The parties are directed to use the above caption in all future filings in this Case.

7. This Order shall not be construed to impair or limit the right of The Honorable Alan Wilson to protect The James Brown "I Feel Good" Trust, including but not limited to seeking to intervene in this Case.

AND IT IS SO ORDERED.

Respectfully submitted,

Daryl L. Williams
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July 18, 2012

Attorneys for Defendant Adele J. Pope

S·W·B

SWEENY WINGATE & BARROW P.A.

February 28, 2011

Reply to: Main Office

Everett A. Kendall, II
(803) 256-2233 x 130
eak@swblaw.com

Via Hand Delivery
The Honorable Tanya Gee
Clerk, South Carolina Court of Appeals
1015 Sumter Street
Columbia, SC 29201

RE: Russell L. Bauknight, et al. v. Adele J. Pope and Robert L. Buchanan, Jr.
Civil Action No. 2010-GC-40-00073
Civil Action No. 2010-CP-40-4900 – SC Court of Appeals
Our File 4077-7389

Dear Ms. Gee:

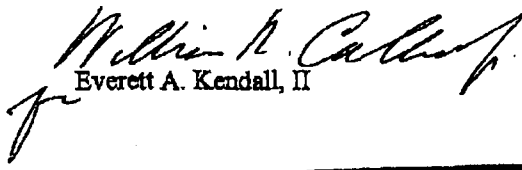
Enclosed for filing are the original and seven (7) copies of *Plaintiffs' Motion to Dismiss Petition for Writ of Prohibition* in the above-referenced case, along with a Certificate of Service in two copies. This firm's check for twenty-five Dollars (\$25.00) is enclosed as well.

Please return with the courier who delivers these documents one stamped copy of each. Thank you very much.

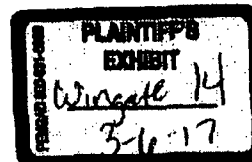
I remain,

Yours truly,

SWEENY, WINGATE & BARROW, P.A.


Everett A. Kendall, II

EAK/smd
Enclosures
cc/enc: Daryl L. Williams, Esquire
J. Calhoun Watson, Esquire



MAIN OFFICE: T•803-256-2233 F•803-256-9177 1515 LADY ST. (29201) • POST OFFICE BOX 12120 • COLUMBIA, SC 29211
PEE DEE OFFICE: T•843-383-2146 F•843-383-6150 323 WEST HOME AVE. • POST OFFICE BOX 88 • HARTSVILLE, SC 29551

STATE OF SOUTH CAROLINA
In the Court of Appeals

FROM RICHLAND COUNTY
Court of Common Pleas
The Honorable L. Casey Manning, Circuit Court Judge

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; 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 and Robert L. Buchanan, Jr. Defendants.

OF WHOM:

Adele J. Pope is the Petitioner.

PLAINTIFFS' MOTION TO DISMISS NOTICE OF APPEAL
AND PETITION FOR WRIT OF PROHIBITION

NPCOL1:2258280.1

Pursuant to the provisions of Rule 240(e), SCACR, the Plaintiffs respectfully request that this Honorable Court dismiss¹ Petitioner's Writ of Prohibition and notice of appeal.

INTRODUCTION & PROCEDURAL HISTORY

As this Court is aware from the Dallas and Cannon appeals wherein Adele Pope and Bob Buchanan (Pope and Buchanan) filed numerous contentious motions objecting to Mr. Bauknight's substitution, Pope and Buchanan were removed from their prior fiduciary positions on May 26, 2009, pursuant to the global settlement agreement and court order resolving the James Brown Estate and Trust litigation.

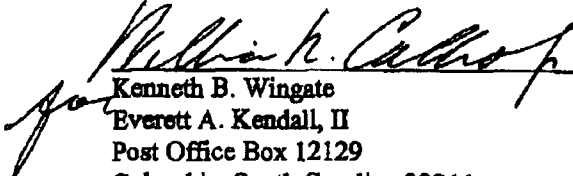
The underlying lawsuit concerns several serious breach of fiduciary duty claims filed by Plaintiffs—Tommy Rae Brown (James Brown's surviving spouse), the Brown children, the James Brown's Estate and Trust, and the South Carolina Attorney General—on behalf of the charitable beneficiaries against former Personal Representatives and Trustees Pope and Buchanan. When the James Brown Estate and Trust was turned over to Mr. Bauknight, it was unfortunately in a state of ruin. It had been mismanaged and was on the brink of insolvency. The mismanagement of the James Brown Estate and Trust included, but was not limited to, Pope and Buchanan's failure to conduct and obtain an estate valuation in order to properly ascertain the taxable estate, improperly paying themselves fiduciary fees, and failing to file required estate, trust, and other income tax returns. As a result of Pope and Buchanan's actions, the Estate and Trust have incurred significant damages for which the underlying lawsuit in this matter seeks redress.

Pursuant to the South Carolina Probate Code, the underlying lawsuit was filed in Richland County Probate Court. Later, the case was removed to the circuit court pursuant to

¹ Plaintiffs respectfully reserve the right to file a Return and a motion to dismiss on the merits.

of settled South Carolina law. Filed with the notice of appeal is a petition for a writ of prohibition seeking to prevent Plaintiffs from lawfully pursuing civil damages the Estate and Trust incurred from the previous negligent management of Petitioner (and Mr. Buchanan). Petitioner's request should be denied. Based on the foregoing reasons, the Court should dismiss the writ of prohibition and the appeal.

SWEENEY, WINGATE & BARROW, P.A.


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

ATTORNEYS FOR THE PLAINTIFFS

Columbia, South Carolina
February 28, 2011

**Private Foundations, Copyright Heirs and Musical Millionaires:
or
Why The James Brown "I Feel Good" Trust doesn't...**

By Adele J. Pope and W. Jeffrey Smith¹

©²
2011

God has Smiled on Me³

Entertainment icon James Brown died on Christmas Day 2006. Although he was a grammar school dropout, he left the bulk of his \$100 million music empire to The James Brown "I Feel Good" private foundation. The "I Feel Good" Trust was restricted solely to providing scholarships for needy and deserving students.

Over his long career, Brown had earned the reputation as "the hardest working man in show business." Through hard work, tenacity—and years of litigation with publishers, family and others—he had amassed and held onto his fortune, mostly rights in more than 850 copyrights, unpublished works and his publicity rights.

Don't Be a Dropout

About 20 years before his death, Brown decided to create the "I Feel Good" Trust as a monument to his personal philosophy: the way to escape poverty was with education and hard work. Brown's songs such as "Don't be a dropout" underscored this belief.

After four years of work with an estate planning specialist, Brown's final estate plan was completed in 2000. It included a Will that left Brown's residuary estate to his 2000 Irrevocable Trust, which was dedicated solely to education. At Brown's death the 2000 Trust created a \$285,000 education fund for each of seven grandchildren. Everything else went to the "I Feel Good" Trust.

Anticipating trouble from relatives who knew about Brown's estate plan but did

¹ Ms. Pope received a JD degree from the University of South Carolina and an LLM in Estate Planning from the University of Miami. Mr. Smith received a JD degree from Georgetown Law Center and is a former patent examiner with the U. S. Patent Office.

² While the © symbol is not required, it was placed in this article to remind estate planners, fiduciaries and advisors to consider copyrights in all philanthropic estate planning and administration involving authors.

³ The copyright to "God has smiled on me" by James Brown and Al Sharpton was issued in 1981. The earliest date this copyright could be terminated by heirs under the Copyright Act is 2016.

not complain during his lifetime, Brown directed his fiduciaries to defend "vigorously" all attacks on the approximately \$80 million he gave to the "I Feel Good" Foundation as "an affront to my wishes." He armed his fiduciaries with *In Terrorem* forfeiture clauses and other means to defend the 2000 Trust.

Brown also named and then specifically excluded from his music empire some of his 14 or more claimed children, as he did all other claimed heirs and past and future spouses.

Damn Right, I'm Somebody⁴

At Brown's death his philanthropic legacy was poised to be as impressive as his musical legacy. The \$80 million "I Feel Good" Foundation promised to be his home state's largest-ever private foundation dedicated solely to scholarships for needy and deserving students, as well as one of its largest private foundations.

Then in the fall of 2007 an attorney general with gubernatorial aspirations stepped in to "help" the "I Feel Good" Trust.⁵

Bewildered

Three months later, in February 2008, the AG announced before a television camera that the trustees of the "I Feel Good" Foundation must serve only the interest of the "poor kids," and that any failure to do so went "far past the stop sign of conflict of interest."⁶

He was right about that, but sadly, he did not heed his own advice.

On August 10 of the same year, a mere six months later, the AG signed an agreement that in only two years would destroy the "I Feel Good" Foundation – reducing it to \$2 million or less.

Much of the explanation for this bewildering turn of events lies in the failure of

⁴ The Copyright to sound recording "Damn right, I'm somebody," by James Brown and his famous sideman Fred Wesley, was issued in 1974 and renewed in 2002. The earliest possible date it could be subject to termination under the Copyright Act is 2030.

⁵ AG Henry D. McMaster, with the AG of Georgia *pro hac vice* under him, entered Aiken County, SC Case 2007-CP-02-0122 ("Case 122") in October 2007 to help protect the interest of the "I Feel Good" Foundation's charitable beneficiaries.

⁶ WIS TV interview, 2/7/08. Henry D. McMaster. McMaster's conclusion that Brown's then-fiduciaries were simultaneously working for the family and the "poor kids" was incorrect. At the time, Brown's fiduciaries were actively seeking dismissal of newly filed – and unfounded – challenges to Brown's 2000 Trust and Will; claims of Brown's companion; and other claims. [See Ans. Interrogs. Pls., Case 4900; See Mot. Dismiss, TRHB's filing, Case 122.]

the AG's staff, and later the AG's appointee, to understand and apply basic principles necessary for a private foundation to protect its copyright interests, namely:

1. A precipitous and incorrect determination of heirs can cause decades of damage to the copyright interests, resulting in loss and unnecessary litigation.
2. Fiduciaries and advisors to private foundations with copyrights cannot simultaneously serve the interests of the foundation and claimed heirs.

Brown's interest in 850+ copyrights and unpublished songs made these errors fatal to the "I Feel Good" Foundation.

Termination Rights under the Copyright Act -(Give it Up) Turn it Alosee⁷

Termination rights under Section 203 and 304 of the Copyright Act are designed to help authors who assigned the rights to their creative works before these works were tested in the marketplace: authors are given a chance to take back some of the interests they gave up. Depending on the date of publication, the earliest opportunity to terminate a copyright (already in its renewal term for older copyrights) comes either 35 or 56 years after the copyright.

In the case of a deceased author *who has not previously exercised his rights*, the author's statutory heirs, as determined at the relevant time, may exercise the author's termination right. [For a good explanation of termination rights and limitations, see "Copyright Reversions, Protecting Your Musical Copyrights" by Lisa Alter, 2008.]

When an author's statutory heirs are not the beneficiaries of copyrights under his estate plan (this is always the case for copyrights held by a private foundation or charity), then the statutory heirs--in limited instances--may be able to "bump" the author's estate plan and retake some of the copyright benefits themselves.⁸

Emerging case law makes it clear that it is not easy to terminate assigned interests in copyrights.

Where, as with James Brown, valuable interests are at stake, private

foundations, advised by *their unconflicted* IP/Entertainment counsel, must dance a delicate dance with publishers, claimed heirs and others. The foundations' primary concern, of course, is to protect and enhance the benefits of *each* copyright for the longest reasonable time.

⁷ (Give it up) Turn it Alosee was published in 1969.

⁸ The term "estate bumping" was coined by Professor Lec-Ford Tritt to describe this phenomenon. See Lec-Ford Tritt, "Liberating Estates from the Constraints of Copyright, 38 Rutgers L.J. 109 (2006)

By omitting his heirs from any interest in his copyrights, Brown made it easier for his fiduciaries to protect them from actual and claimed heirs, because in questions related to Brown's copyrights the fiduciaries' duty of loyalty is only to the 2000 Trust — and not to any heir.

For private foundations to be ready to protect copyright benefits given to them, their fiduciaries and advisors⁹ must take at least take the following basic steps, all of which were in progress for James Brown's estate:

1. Learn the basics about the Settlor's copyright interests, including earliest publication dates and other readily-available facts.
 2. Promptly and properly identify the "heirs-at-death"¹⁰ to create a baseline.
 3. Where appropriate and available, rely on DNA testing for disputed heirs.
 4. Acknowledge heirs only if they are legally established or DNA tested.
 5. Identify documents such as the Settlor's will, prenuptial agreements, lawsuit settlements and waivers, which may void, limit or delay an heir's claim to copyright termination rights.
 5. Update the baseline heirs data until all copyrights expire.
 6. Select IP/Entertainment counsel with no commitment to claimed heirs, publishers or other assignees.
-
7. As and when helpful, "split heirs"¹¹ to maximize benefits for the foundation.

For James Brown, with copyrights issued over the six decades from 1956 until

⁹ Where, as with James Brown, the AG and his appointee undertook to step into the shoes of Brown's fiduciaries, rendering the fiduciaries unable to protect the charity, they should have had, and applied, the same knowledge required of the Foundation's fiduciaries.

¹⁰ The terms "heirs-at-death" is used by the authors to emphasize the timing difference between a traditional determination of heirs (death) and the statutory heirs under the Copyright Act, who cannot be determined until the window to terminate assignments as to a particular copyright opens. Statutory heirs under the Copyright Act may be different with respect to each copyright termination.

¹¹ The heirs must act by majority. This allows foundations to "split heirs" – finding the most cooperative majority of heirs to work with on termination issues related to a specific copyright assignment at the particular time.

his death, the earliest any termination could have occurred was 2012. There was adequate time to prepare, and in August 2008 Brown's fiduciaries were doing just that.

James Brown's Copyrights

A 2007 circuit court order made available to the AG and others interested in Brown's estate about 90 boxes of "Brown Historical Documents." These documents contained virtually everything to be known about Brown's copyrights and related contracts. The documents were placed at a central location that allowed easy access to all.¹²

The available documents, with information from the Copyright Office and other readily available sources, showed that if Brown's copyrights were properly protected any attempt by claimed heirs to take them from the "I Feel Good" Trust was both weak and remote in time.¹³

The known facts included:

1. Brown's royalties continued to earn about least \$3 million per year, as they had for years.
2. Brown's publicity rights – about \$50 million of his music empire – were not subject to any claimed termination rights of heirs.
3. Brown's as-yet-unpublished works would not be subject to termination for decades, perhaps not at all.
4. Copyrights to the many derivative works in which Brown has an interest are not subject to termination right of heirs. [More than 50 CDs, with notes, have been released since Brown's death.]
5. Brown's Will leaves all of his copyrights, most of which are held in his individual or joint name, to the 2000 Trust.
6. Brown's fiduciaries were directed to vigorously protect his estate plan against heirs and claimed heirs.

¹² Order dtd. 08/10/07, Aiken County, S.C. Case No. 2007-CP-02-0122. Reflecting Brown's understanding of his place in musical history, in addition to Brown Historical Documents, Brown kept more than 60 boxes of his personal musical collection, unpublished works, and masters under lock and key in the bedroom suite and office of his home estate. In February 2008 these were placed in a secure sound storage facility to await review.

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7. Only 15% or fewer of Brown's many copyright interests faced possible termination before 2016 -- ten years after Brown's death. [See Compilation, Brown copyrights, 1956 - 60 and 1978 - 81.]
8. Co-authorship of some of Brown's works could make terminations more complex and heirs' rights, if any, less certain. See Geoffrey P. Hull, "Termination Rights and the *Real* Songwriters", Vanderbilt J. of Ent. Law & Practice, Spring 2005.
9. Brown holds an interest in some of his publishers.
10. Between 1968-1978, one of Brown's most prolific periods, about 250 copyrights were issued, none of which faces possible termination before 2024, with others as late as 2033, including:
 - a. Nearly 40 songs from 1968.
 - b. More than 50 songs from 1969, including "Ain't it funky now," "Mashed potato" and "Popcorn."
 - c. "Funky Drummer," 1970, one of the world's most sampled records; "(Get up) I feel like being a sex machine"; and about 25 other songs.
 - d. "Hot pants", "Soul power" and others from 1971.
 - e. More than 35 copyrights from 1972, including "Get on the Good Foot (with new matter)" and other sound recordings for which copyrights became available that year. [Polydor, Inc. and/or UMG Recordings, Inc. are listed on some post-1971 copyrights]
11. In the 1990s Brown and his company JBE, Inc., reached important agreements with Warner/Chappell, Warner-Tamberlane Publishing Corp. and other publishers.
12. Documents related to Brown's 1999 \$26 million loan from TIAA, secured by a pledge of his major royalties, prohibit assignments until the loan is paid in full -- 5 or more years after Brown's death.
13. Brown settled a 2002 suit over copyrights with daughters Deanna and Yamma.
14. Brown did not file a termination notice for 2016 for the famous 1956 song, "Please, please, please," which he co-authored, although the window for filing a termination notice was open in 2006. Nor did he do so for certain post-1977 copyrights. [This indicates an understanding that the TIAA Debt (at least) prevents the current exercise of termination

rights.]

A host of additional impediments existed to prevent any heirs from substantially damaging the "I Feel Good" Foundation's royalty interests. These efforts included motions to dismiss all claims of Brown's companion as invalid, a waiver signed by one of Brown's Heirs for the TIAA Debt, and others.

In order to protect the "I Feel Good" Foundation's copyrights, the estate first had to root out non-heirs and those who had waived any claim to Brown's assets. Then negotiation with heirs could begin.

The Estate's Heirs Protocol

In August 2008 Brown's fiduciaries were nearing the completion of a proper heirs-at-death determination begun just after Brown's death. When concluded, it would have provided the "I Feel Good" Foundation with both a sword and a shield to protect its copyrights for decades.¹⁴

Knowing the importance of this heirs determination, shortly after Brown's death estate attorneys established a brilliant and widely-publicized self-identification protocol to find Brown's claimed heirs. Anyone claiming to be a child of Brown was invited to step forward; pay \$300 for controlled, official DNA testing; and find out the biological truth.

Brown's well-publicized vasectomy about 20 years earlier meant that most requests for DNA testing were made by consenting adults who understood and submitted to the media frenzy surrounding the process.¹⁵

The significance of the heirs procedure was bolstered by the increased acceptance of the accuracy of properly controlled DNA testing.

By August 2008, the DNA protocol resulted in the rejection of a number of claimants and the identification of three biological children of Brown: Jeanette Mitchell

¹⁴ Brown acknowledged as his "heirs" four of the five children born of his three marriages, Terry, Larry, Deanna and Yamma. He excluded daughter Lisa, acknowledged in his divorce from first wife Velma Warren. [Will. Trust. Div. Decree.Agreement]. He also acknowledged two children not born of his marriages. *In Terrorem* forfeiture clauses threatened termination of the grandchildren's education benefits and the personal effects he gave to the six. A prenuptial agreement, executed by Brown's (married) companion, waived all of her rights under state and federal law. After discovering that companion was married when she married Brown, he brought an action to void the marriage. It was settled with her agreement and a court order by which she waived any claim to be Brown's common law spouse.

¹⁵ Only one minor claimed to be a child of Brown. Through a GAL he refused official testing.

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(1), LaRhonda Pettit (2) and Cinnamon Mernickle (3).

Brown's fiduciaries rewarded each proven biological child with a public announcement and acknowledgment of her status as an heir. [Like all of Brown's other heirs, they were excluded from the 2000 Trust and Brown's musical empire.]

Brown's other possible but challenged heirs, none of whom had been DNA tested, included:

- a. 5 presumed children: Terry (4) Lisa (5), Larry (6), Deanna (7) and Yamma (8).
Teddy is deceased. (9);¹⁶
- b. A minor ordered to take official DNA testing, but who had refused (10);
- c. An incarcerated adult whom Brown supported under court order during minority (11);
- d. Brown's companion who:
 1. Waived all state and federal rights in a 2001 pre-nuptial agreement;
 2. Then had a marriage ceremony with Brown although she was already married;
 3. Separated from Brown in 2003 when he discovered she was married;
 4. Obtained an annulment of her previous marriage in March 2004;
 5. Thereafter settled Brown's suit to void his marriage by Court order, finding they were living together and attaching her agreement never to claim to be Brown's common-law spouse (12);
- e. Two other claimed-but-not-presumed children (13), and (14);
- f. A claimed grandchild, claimed child of deceased son (9).

Considering other turmoil surrounding Brown's assets ¹⁷ and the long-term importance of a correct determination of heirs-at-death, the heirs protocol had progressed at lightning speed. It was close to providing a court-sanctioned heirs-at-

¹⁶ On August 10, 2008 Brown's grandsons, beneficiaries of the 2000 Trust, or others, were seeking DNA testing of some or all of these, as well as of the minor claimant.

¹⁷ Brown's original fiduciaries all resigned in 2007 under a substantial cloud after more than \$12 million secretly misappropriated since 1999 was discovered. One is now deceased. David Cannon was indicted for felony breach of trust for all years 1999 - 2006 and for uttering a forged compensation agreement in 2008. To date he had not been tried. In 2010 Dallas, Brown's longtime attorney, filed bankruptcy. Schedules related to Dallas' filing show that his largest asset is a \$6 million claim he asserts against Brown's Estate and the 2000 Trust.

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death baseline which the "I Feel Good" Trust could use and modify in order to help protect the foundation for the duration of the copyrights.

That changed on August 10, 2008.

"No, no, no, no (don't leave me this way)"¹⁸

On August 10, 2008 the AG's staff and some of the claimed heirs¹⁹ met privately and reached the following private agreement:

1. Some of Brown's claimed heirs, including Brown's companion and excluding Brown's proven heirs, were declared to be Brown's heirs "for all purposes."
2. The AG proposed to give more than half of Brown's assets to these persons, *all of whom had been specifically disinherited by Brown from his copyrights.*
3. The AG agreed to prevent DNA testing of the parties to his agreement.
4. The AG agreed to replace Brown's fiduciaries with ones of their mutual choosing.
5. The AG and parties all agreed not to say anything bad about each other or the Agreement they had reached.

After signing the August 10 Agreement, with no apparent knowledge of the devastation he was causing the "I Feel Good" Trust's copyrights, the AG moved on to other matters and left the rest of the destruction of the "I Feel Good" Foundation to his staff and the appointee/fiduciary the AG selected.²⁰

Within months, an AG staffer promised Brown's son an exclusive right to buy the

¹⁸ "No, no, no, no (don't leave me this way)" was published in 1964. The earliest possible year it might be subject to termination is 2020.

¹⁹ The AG did not notify any of Brown's fiduciaries or the three known biological heirs of James Brown of the meeting until after he had signed the August 10, 2008 agreement. [Exhibit B]

²⁰ According to the AG's senior assistant, beginning in the fall of 2007 six attorneys and six staff members worked on James Brown matters, but none undertook to inquire about or understand Brown's copyrights, even though the copyrights were generally known to make up about half the value of Brown's music empire. Beginning August 10, 2008, the AG relied on advice of counsel for the companion and other "settling parties" whose interest in Brown's copyrights was directly adverse to that of the "I Feel Good" Foundation, but who advised that they now "spoke as one" with the AG.

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James Brown assets – including his 850+ copyrights. [Ltrs. dtd. 2/39/09 and 2/30/09.]

Certain that Brown's fiduciaries could not support the August 10 deal, the AG's staff sought and obtained an "independent" person to evaluate the secret agreement for the Court.

On January 30, 2009, three weeks after his appointment--with no knowledge of the Federal Copyright Act, Brown's es

tate plan, or the tax impact of the AG's deal--
the AG's appointee recommended it to the court.

Amazingly, appointee had not reviewed a single copyright or contract -- considering it beyond the scope of his assignment.

After the recommendation, the AG announced that he had selected appointee -- already trustee for Brown's companion and the disinherited settling relatives -- to be the fiduciary for Brown's estate plan, including the "I Feel Good" Foundation.

On the strength of appointee's recommendation an overworked circuit court judge approved the AG's deal.

A last glimmer of hope existed for the copyrights given to the "I Feel Good" Foundation — the circuit court did not specifically determine that the parties to the AG's deal were Brown's heirs.

The AG's appointee would try to fix that.

"Everybody's doing the hustle and dead on the double bump"²¹

At first the AG appears to have been oblivious to the destruction his August 10 Agreement would cause Brown's copyrights and the "I Feel Good" Foundation. On the other hand, Brown's disinherited claimed heirs and companion knew exactly how important their newly-invented status as Brown's sole heirs was. It was this status—a gift not from Brown but from the AG--that would enable them to execute their plan for the destruction of the "I Feel Good" Foundation.

The monster that the AG had inadvertently created was raising its head. And his appointee knew which side to take.

By early 2009 AG's appointee--now trustee for the disinherited claimants--approved language added to the AG's deal after August 10 asserting that the termination rights of the newly-but-incorrectly determined "heirs"-at-death was of

²¹ This copyright to "Everybody's doing the hustle and dead on the double bump" was issued in 1975 and renewed in 2003.

enormous value.

These "heirs" asserted that the termination rights belonging to them – not all properly-determined heirs over the duration of the copyrights – were likely worth as much or more than Brown's publicity rights, 850+ copyrights and other assets. This sleight of hand became their justification for the AG's giving them about 65% of the "I Feel Good" Foundation *plus* the right to buy it all.

In March 2009 Brown's fiduciaries used a compromise procedure to try to salvage Brown's copyrights for the "I Feel Good" Foundation by continuing with a correct heirs-at death determination.²² The AG's appointee, now committed to his role as trustee for Brown's companion, purchaser/son and some of the disinherited family rather than for the "I Feel Good" Foundation, declined.

And the AG never complained.

"Almost nothing"²³

When it seemed things could not get worse for the "I Feel Good" Foundation, they did.

Soon after son obtained a right to buy all of Brown's assets and the appointee became his trustee, they began to question the \$100-million value of Brown's assets. This was surprising, since in 2008 son himself was involved in two separate letters of intent to purchase the same James Brown assets he was now devaluing for \$90-\$102 million.

The scheme to dismantle the Foundation proceeded, full steam ahead.

In August 2010, appointee announced he had secured an appraisal which would show that Brown's assets at death were worth less than \$12 million.

A sale to son at \$12 million would drive the final nail into the "I Feel Good"

²² In an "offer of compromise" not normally published – but filed in James Brown Case No. 2008-CP-02-1647 – Brown's fiduciaries agreed for the Estate and 2000 Trust to acknowledge 4 of Brown's presumed children, proven children Cinnamon, LaRhonda, and Jeanette, and 3 others as Brown's heirs. Brown's companion, consistent with known facts, was rejected as an heir, but offered a payment to resolve her claim. With ten (10) children acknowledged as a non-exclusive group of Brown's heirs-at-death, Brown's estate and the "I Feel Good" Foundation would have been free to continue the heirs-at-death proceeding as to all others. In the future the "I Feel Good" foundation would have been free to "split heirs" as appropriate to a particular copyright.

²³ The copyright to James Brown's "Almost nothing" was issued in 1979. It will not be subject to possible termination before 2014.

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Foundation's coffin – reducing it from \$80 million to \$2 million or less.²⁴

James Brown would have been rolling over in his. Between 2003 and 2006 he had earned about \$9 million each year.²⁵

Think (about it)²⁶

James Brown left two legacies – a musical legacy and a charitable legacy. Whoever benefits from it, Brown's musical legacy will live on. Brown's charitable legacy, the "I Feel Good" Foundation, cannot be recovered once it is lost. The dismantling of that legacy by the AG, his appointee and Brown's disinherited claimed relatives could have easily been avoided.

Unfortunately, it was not.

But it should serve as cautionary tale to other "needy and deserving" foundations holding valuable copyrights. It should also raise an alarm for all philanthropists and their estate planning advisors in states where the government, through activist attorneys general, is moving to take over the private property and operation of the private charitable foundations these private individuals.

COMPILATION
Registered Copyrights of James Brown
1956 - 60 and 1978 - 81

²⁴ Son/prospective purchaser Terry, poised to buy James Brown's assets for as little as \$12 million, was part of two 2008 letters of intent by TJBL, LLC to purchase Brown's assets for \$90 - \$102 million. [Brown's original PR/Trustees sought about \$5 million each from the proposal, as well as options or a "kickback" from the purchaser. [Hg. 11/20/07, Case 122]. In early 2007 Terry's son and some family members issued a prospectus in early 2007 to raise \$200 million for the purchase of the James Brown assets.

²⁵ In 2009 AG and appointee, at the behest of purchaser/son, rejected a 2-year publicity rights contract with GreenLight. Among other deceased celebrities, GreenLight has successfully exploited the publicity rights of Steve McQueen and Einstein. According to a May 2011 New York Times Article, Einstein, whose publicity rights are claimed by Yeshiva University in Israel, earned more than \$60 million in 2010.

²⁶ The copyright to "Think (about it)" was issued in 1973.

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<u>Date of Publication/ Copyright</u>	<u>Description of Works</u>	<u>Earliest Possible Termination</u>
1956	About a dozen works, including "Please, please, please"	2012
1957	About six songs, including "Fine old foxy self"	2013
1978	About 30 songs	2013
1958	About 12 songs, including "Try me"	2014
1979	About 15 songs, including "Mother popcorn"	2014
1959	About 5 songs, including "Good good lovin' "	2015
1980	About 35 songs, including "Get up offa that thing"	2015
1960	About 8 songs, including "And I do what I want"	2016
1981	About 16 songs, including "God has Smiled on me"	2016

STATE OF SOUTH CAROLINA COURT OF COMMON PLEAS
COUNTY OF AIKEN

ADELE J. POPE,	:	
	:	Civil Action No.:
Plaintiff,	:	
	:	2013-CP-02-1337
vs.	:	
	:	
ESTATE OF JAMES BROWN and THE	:	
JAMES BROWN 2000 IRREVOCABLE	:	
TRUST,	:	
	:	
Defendants.	:	

DEPOSITION OF WILLIAM JEFFREY SMITH

DATE TAKEN: March 14, 2017

TIME BEGAN: 10:00 a.m.

TIME ADJOURNED: 1:20 p.m.

LOCATION: Pope & Hudgens
1508 College Street
Newberry, South Carolina

REPORTED BY: Tami I. Watters, RPR, CRR
EveryWord, Inc.
P.O. Box 1459
Columbia, South Carolina 29202
(803) 212-0012

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

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

**Doyet A. Early, III, Circuit Court Judge
Case No. 2008-CP-2-1647**

Alan Wilson, in his capacity as Attorney General of the State of South Carolina; Daryl J. Brown, on behalf of his minor children, Lindsey B. and Janise B.; Deanna J. Brown Thomas, on behalf of her minor child, Jason L.; Yamma N. Brown, on behalf of her minor children, Sydney L., Carrington L., and Tonya B.; Vanisha Brown; Larry Brown; Tommie Rae Hynie Brown; and James B., through his Guardian ad Litem Respondents,

v.

Albert H. Dallas, Alfred A. Bradley, and David G. Cannon, Individually and as (purported) Trustees of the James Brown 2000 Irrevocable Trust; Adele J. Pope and Robert L. Buchanan, Jr., Personal Representatives of the Estate of James Brown and Trustees of the James Brown 2000 Irrevocable Trust; Terry Brown; Romunzo Brown; Forlando Brown; Cinnamon N.M. Paris; LaRhonda Pettitt; Jeanette Mitchell; and Russell L. Bauknight, as Special Administrator and Special Trustee for the Estate of James Brown and the James Brown 2000 Irrevocable Trust,

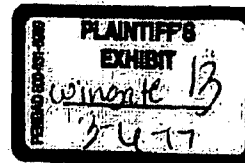
of whom Robert L. Buchanan, Jr. and Adele J. Pope, as Personal Representatives of the Estate of James Brown and Trustees of the James Brown 2000 Irrevocable Trust are Appellants,

And Albert H. Dallas, Alfred A. Bradley, and David G. Cannon, Individually and as (purported) Trustees of the James Brown 2000 Irrevocable Trust; Terry Brown; Romunzo Brown; Forlando Brown; Cinnamon N.M. Paris; LaRhonda Pettitt; Jeanette Mitchell; and Russell L. Bauknight, as Special Administrator and Special Trustee for the Estate of James Brown and the James Brown 2000 Irrevocable Trust are Respondents.

In re: The Estate of James Brown and The James Brown 2000 Irrevocable Trust u/a/d/ August 1, 2000.

**MOTION TO SUPPLEMENT THE RECORD PURSUANT TO
RULE 212(b), SCACR, OR IN THE ALTERNATIVE, TO TAKE JUDICIAL
NOTICE OF RECORDS FILED IN A RELATED PROCEEDING**

TO: THE HONORABLE CHIEF JUSTICE AND ASSOCIATE JUSTICES OF THE
SOUTH CAROLINA SUPREME COURT:



Respondents respectfully request that this Court supplement the record of this appeal to include (1) Internal Revenue Service ("IRS") Federal Estate tax records that were received by Respondents after filing their initial brief on December 22, 2010, and that are related to the date of death valuation of the estate and the tax consequences of the settlement agreement and (2) the Supplemental Inventory and Appraisal of the James Brown Estate ("Estate") related to the date of death valuation and appraisal of assets for the Estate. In the alternative, this Court may take judicial notice of these documents as they were filed in the probate court or issued by the IRS in related proceedings.

FACTUAL BACKGROUND

This appeal presents a unique situation: it concerns an ongoing estate and trust that are continuing to be administered in the normal course of estate and trust administration, and matters relating to their ongoing administration are relevant to this appeal. Although the documents that Respondents seek to include in the record had not been prepared and were thus not available when the circuit court issued its May 26, 2009 Order approving the Settlement Agreement, the Supplemental Inventory and Appraisal should properly be considered in this appeal as it was filed as required by the South Carolina Probate Code in the ongoing probate proceeding, and the IRS tax records should properly be considered because they were created as a result of an independent IRS audit of the Estate.

The Supplemental Inventory and Appraisal and IRS tax records refute factual assertions that the Appellants make to support their legal positions before this Court. Because these documents provide *support* to the circuit court's decision to approve the settlement agreement, their inclusion in the record would neither undercut the circuit court's decision, nor hamper appellate review of it. *Cf. Queen's Grant II Horizontal Prop. Regime v. Greenwood Dev. Corp.*,

rule when "injustice might otherwise result." (citing and quoting *Singleton v. Wulff*, 428 U.S. 106, 121 (1976)). Here it would appear unjust for this Court to rely on Appellants' assertion that the Settlement Agreement will cause additional tax liability to the Estate when the IRS has clearly rejected that contention. Accordingly, these documents are relevant to the current appeal, as they are official records of the Estate that contradict Appellants' misleading valuation and tax assertions contained within their brief.

CONCLUSION

As the IRS has independently concluded, the Settlement Agreement does not create additional tax liability to the James Brown Estate. In fact, the Settlement Agreement has reduced the tax liability to the James Brown Estate. Due to the nature of the underlying proceedings, the ongoing probate record on which Appellants' base their appeal must be considered. Absent a complete record, this Court does not have an accurate picture of the underlying probate proceeding. As a result, Appellants may inequitably benefit through their own fiduciary inaction in failing to properly value the Estate and in turn claiming a right to receive a \$5 Million dollar commission⁴ based upon their prior unsubstantiated position that the Estate was worth \$80-120 Million.

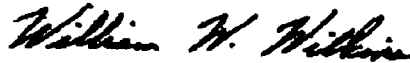
Alternatively, Respondents would respectfully request that this Court take judicial notice of these records for they were filed in a lower court or issued by the IRS in a related proceeding. *See Ins. Comm'n of S.C. v. New S. Life Ins. Co.*, 270 S.C. 612, 635-36, 244 S.E.2d 289, 301 (1978). Furthermore, pursuant to Rule 208(b)(7), SCACR, because the IRS Audit and Closing Letter were received after Respondents filed their initial brief, it would appear appropriate for this Court to recognize the IRS records as supplemental authority to Respondents' brief.

⁴ Appellants are presently pursuing a \$5 Million dollar fee petition against the Estate and Trust based upon their incorrect representation that the Estate and Trust was worth approximately \$80-120 Million. (R. pp. 2879-80).

Respectfully submitted,



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Senior Assistant Attorney General
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Assistant Deputy Attorney General
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*Attorneys for Respondent Russell L. Bauknight, as
the Court-Appointed Trustee of the James Brown
2000 Irrevocable Trust and Personal
Representative for the Estate of James Brown and
as the Special Administrator and Special Trustee
for the Estate of James Brown and the James Brown
2000 Irrevocable Trust*

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Attorneys for James Brown Children and Grandchildren Daryl J. Brown, Individually and on Behalf of His Minor Children, Lindsey Delores Brown and Janise Vanisha Brown; Deanna J. Brown Thomas, Individually and on Behalf of her Minor Child, Jason Brown Lewis; Yamma N. Brown, Individually and on Behalf of Her Minor Children, Sydney Lumar, Carrington Lumar, and Tonya Brown; Vanisha Brown; Larry Brown.

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(843) 853-4500
Attorney for Stephen M. Slotchiver, Guardian ad Litem for James Brown II

May 6, 2011

Columbia, South Carolina

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF SOUTH CAROLINA
COLUMBIA DIVISION
C/A NO. 3:08-cv-00014-WOB

William F. James Brown f/k/a	)
Forlando J. Brown,	)
	)
Plaintiff,	)
	)
v.	)
	)
Adele J. Pope, individually and	)
As Trustee of the Irrevocable Trust	)
established by James Brown in	)
August 1, 2000, and	)
	)
	)
Robert J. Buchanan, Jr.,	)
individually and As Trustee of the	)
Irrevocable Trust established by	)
James Brown in August 1, 2000,	)
	)
Defendants.	)
	)

DEPOSITION OF

RUSSELL L. BAUKNIGHT

Tuesday, August 20, 2013
11:18 a.m. - 3:49 p.m.

The deposition of RUSSELL L. BAUKNIGHT, taken on behalf of the Defendants at the law offices of Nexsen and Pruet, 1230 Main Street, Suite 700, Columbia, South Carolina, on the 20th day of August, 2013 before Jennifer L. Cash, Court Reporter and Notary Public in and for the State of South Carolina, pursuant to Notice of Deposition and/or agreement of counsel.

1230 Richland Street / Columbia, SC 29201
(803) 252-3445 / (800) 822-0896

1 from somebody else to peak the interest so that
2 they could get in and do due diligence. They
3 then wanted to go out and market the assets of
4 the estate. Well, if your clients are so naive
5 and inexperienced as they are in this industry
6 and trying to do this job that they believe
7 that, they're foolish. And to this day she
8 spouts that off like it's a fact. She's
9 showing her total lack of business experience
10 in dealing with a letter of interest. It's
11 simply something designed to peak interest so
12 you can get your foot in the door to look at
13 documents to see what's really there. And
14 that's all Terry Cox ever intended. And
15 frankly, when he got in the door and he did see
16 what was here, he agreed. There's no way to
17 sell these assets. And frankly, your client
18 doesn't even understand enough to know that
19 there's no way to sell these assets. She
20 hadn't done any due diligence herself. That
21 was 2009, as the testimony shows.

22 Q: What about the Terry Brown letter of interest,
23 slash, offer in the spring of 2008, prior to
24 the Christie's auction? An offer ---

25 A: You'll have to show it to me to understand what

1 you're talking about.

2 Q: That doesn't ring a bell to you?

3 A: No. I wasn't aware that anybody else had ever
4 offered to buy any assets, not that anybody has
5 ever offered to buy assets. But the only one
6 I've ever heard referred to by Pope is this
7 supposed offer from Terry Cox which never was
8 an offer. She put \$100 million out there so
9 she could collect a \$5 million claim which
10 she's filed. Purely self-serving. Purely self-
11 serving. Selling assets of the estate to take
12 money for herself and leave it insolvent.
13 Purely self-serving. I'm sorry. I get carried
14 away. I get passionate about something I'm
15 working on when I see such wrong doing.

16 Q: So would you give serious consideration to a \$5
17 million cash offer for the estate and trust
18 today?

19 A: I'll tell you, I give serious consideration to
20 anything put in front of me. It's my job to
21 consider anything that's put in front of me, as
22 long as it doesn't waste my time, which is paid
23 for by this estate and trust, because that's my
24 job. I have to consider it. As I've told
25 Forlando Brown when he brings Oprah Winfrey

1 A: I think that's his -- I believe that's his
2 motivation.

3 Q: Has that motivation been consistent from the
4 time you've known Forlando Brown?

5 A: That's the way I would describe it from the
6 time I've known him.

7 Q: Okay. Now, since May of 2009 and the time that
8 Forlando Brown dismissed the complaint and the
9 amended complaint, he never substituted you in
10 this lawsuit, did he?

11 A: I don't know the answer to that.

12 Q: Are you a party to this lawsuit?

13 A: I don't believe I'm a proper party to this
14 lawsuit for the reasons, number one, Forlando
15 Brown has dropped his claims against the trust.
16 Number two, in reviewing counterclaims as set
17 forth by Pope and Buchanan against Forlando
18 Brown, I found them, in my view and
19 consultation with my attorneys, to be meritless
20 and frivolous and I wasn't going to be a party,
21 so the trust dropped its counterclaims against
22 Forlando Brown. And number three, there are no
23 other claims against the trust. Therefore, I
24 don't believe the trust is a proper party to
25 this litigation.

TOBEROFF & ASSOCIATES, P.C.

A PROFESSIONAL CORPORATION

22337 PACIFIC COAST HIGHWAY #348

MALIBU, CALIFORNIA 90265

Tel: (310) 246-3333; Fax: (310) 246-3101

mtoberoft@toberoffandassociates.com

September 23, 2013

Via E-mail and U.S. Mail

Scott McDowell
Senior Vice President and
Head of Legal & Business Affairs
Warner/Chappell Music, Inc.
10585 Santa Monica Blvd.
Los Angeles, CA 90025

Re: James Brown/Terminations under the Copyright Act

Dear Mr. McDowell:

We represent James Brown's children, Terry L. Brown, Larhonda Waller, Deanna Brown Thomas, Yamma Brown, Venisha Brown, Jeanette Mitchell Bellinger and Cinnamon Nicole Parris, and James Brown's grandchild, Sarah LaTonya Fegan a.k.a. Tonya Brown (collectively, the "Heirs"), who are believed to constitute all or a super-majority of James Brown's statutory heirs entitled to exercise termination rights under 17 U.S.C. §304. On the Heirs' behalf, we will be serving Warner/Chappell Music and others, in the near future, with statutory notices of termination regarding Mr. Brown's music.

The Heirs are informed and believe that Tomi Rae Hynie and James Brown, Jr., acting as James Brown's putative surviving spouse and child, respectively, have served purported notices of termination regarding his musical compositions (the "Tomi Rae Termination"). The Heirs are further informed and believe that the Tomi Rae Termination is being handled by a representative of the Estate of James Brown, despite the glaring conflicts of interest that this would appear to entail.

This letter is to notify Warner/Chappell Music that the Heirs vigorously contest the validity of the Tomi Rae Termination and the standing of Tomi Rae Hynie and James Brown, Jr. to serve any notices of termination under the Copyright Act regarding James Brown's music.

September 23, 2013
Warner/Chappell Music, Inc.
Page: 2 of 2

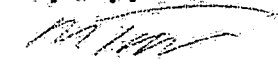
The Heirs' claim is based, without limitation, on the well-known fact that when Ms. Hynie purported to marry James Brown in December 2001 she was already married to Javed Ahmed (since 1997). The Heirs contend that this rendered her 2001 marriage void, and that the 2004 default judgment thereafter obtained by Ms. Hynie from a South Carolina family court, annulling her marriage to Mr. Ahmed, did not resuscitate Ms. Hynie's 2001 marriage to Mr. Brown pursuant to the recent on-point decision of the South Carolina Supreme Court in *Lukich v. Lukich*, 379 S.C. 589, 592 (2008) ("The question is whether the [2003 annulment order declaring Wife's first marriage void *ab initio* relates back so as to validate her purported 1985 marriage." "While an annulment order relates back in most senses, it does not have the ability to validate the bigamous second [1985] 'marriage.'").

Furthermore, Ms. Hynie's default judgment in *Tomi Rae Hynie v. Javed Ahmed* has no claim or issue preclusion effect on the Heirs as they were not parties to that action, and, in any event, the purported findings of fact and conclusions of law in that default judgment have no issue preclusion effect because such issues do not appear to have been "actually litigated" on the merits. See *State v. Bacote*, 331 S.C. 328, 330-31 (1998) ("In the context of a default judgment, collateral estoppel or issue preclusion does not apply because an essential element of that doctrine requires that the claim sought to be precluded actually have been litigated in the earlier litigation."). The Heirs' challenge to James Brown, Jr. is based, among other things, on his refusal to take a simple Court-supervised DNA test verifying that he is James Brown's child.

Please be further advised that these essential legal matters will be the subject of pending litigation in the South Carolina courts or in an alternative forum.

We hope to keep you well advised as this process marches towards a resolution. In the meantime, the Heirs and I look forward to an amicable relationship with Warner/Chappell Music regarding their statutory termination interests, and the future of James Brown's music.

Very truly yours,



Marc Toberoff

cc: Kelly Burnett via E-mail, Senior Director, Legal & Business Affairs
Warner/Chappell Music, Inc.

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF SOUTH CAROLINA
COLUMBIA DIVISION

Forlando J. Brown,

Plaintiff,

vs.

Adele J. Pope, individually and As Trustee of the Irrevocable Trust established by James Brown in August 1, 2000, and

Robert J. Buchanan, Jr., individually and As Trustee of the Irrevocable Trust established by James Brown in August 1, 2000,

Defendants.

) Civil Action No.: 3:08-cv-00014-WOB-JGW

**AFFIDAVIT OF
RICHARD B. ALEXANDER**

PERSONALLY APPEARED BEFORE ME, Richard B. Alexander, who being duly sworn, deposes and says:

1. This Affidavit is based on my personal knowledge and belief. My professional opinions stated herein are given to a reasonable degree of professional certainty within my areas of expertise.
2. I am the president and CEO of R.B. Alexander & Co, Ltd., which provides strategic business and advisory services to retailers, manufacturing groups, attorneys, real estate developers and others.
3. I have more than 40 years experience in retailing, turnaround management, crisis and renewal management, debt/equity restructures and liquidations.
4. My clients have included The Brown Group; Nations Bank, predecessor of Bank of America; Belk Stores Services; The Cato Corporation; LandCraft Properties, Inc. and the Kingo Group, Hong Kong.

5. I have been engaged by counsel for Adele J. Pope in connection with Richland County Case 2010-CP-40-4900 (known as ACase 4900") in which the complaint, a portion of which is attached as Exhibit A, alleges that defendants Robert L. Buchanan, Jr. and Adele J. Pope, committed various breaches of fiduciary duty, including:

- a. a claim that Mr. Buchanan and Ms. Pope breached their duty by not accepting a 2007 \$100 million offer to sell the assets of entertainer James Brown; and
- b. a claim that Mr. Buchanan and Ms. Pope improperly valued the assets of James Brown on the estate tax return where they claimed the value was approximately \$100 million less a debt to the New York Teachers (ATIAA@) of about \$15 million.

6. Specifically, I have been asked to explore, among other issues:

- a. Whether Mr. Buchanan and Ms. Pope were sound in their conclusion that the Estate/2000 Trust was not in a financial or practical position to accept either the 2007 offer or similar proposals in February and March of 2008.
- b. Whether the valuation methods and results of Mr. Buchanan, Mrs. Pope and their predecessors Alfred Bradley and Albert Dallas -- all placing the value of the James Brown assets at approximately \$85 million -- were reasonable.
- c. The damage, if any, of a less than \$4.7 million valuation to Ms. Pope, The James Brown "I Feel Good" Trust and certain of James Brown's grandchildren.
- d. The damage, if any, caused to Ms. Pope and the "I Feel Good" Trust by an incomplete and/or inaccurate heirs determination under the Federal Copyright Act, including a claim that Brown's companion Tommie Rae Hynie was his wife.

7. I have also been asked to address any of the above issues, and related issues, which arise in this case.

8. In preparing for Case 4900 and this case, I have had access to thousands of pages of public documents, and/or have discussed with Mrs. Pope -- who, with Mr. Buchanan, was immersed in management issues of the James Brown Estate and 2000 Trust from March 7, 2007 until May 26, 2009 -- the following public information:

- a. Facts, figures and filings in the public record in more than 20 Aiken County Cases;
- b. The record on appeal ("ROA") and filings in the recently-decided case of *Wilson v. Dallas*, and appellate cases involving former Trustees David G. Cannon and Albert Dallas.
- c. Financial documents from the SLED investigation of former Trustee David Cannon, including the summaries filed with his 2011 *Alford Plea*.
- d. The historical documents and payment history of the TIAA debt.
- e. The tax returns, estate tax return, inventories, accountings, and James Brown Historical documents, as well as documents related to his Royalties, publicity rights, assets, liabilities, which, as I understand, were available for inspection and copying at some or all times between August 10, 2008 and May 26, 2009.
- f. The reports of James Brown's major royalties for the 6 years before his death which -- after adding back \$900,000 taken in 2006 -- show a consistent royalty stream of approximately \$3 million per year. [Exhibit B.]
- g. The William Morris Agency summary report delivered in 2007 confirming that Brown's revenues from Road performances from 2003 - 2006 grossed \$18 million. [Exhibit C]
- h. Information regarding the Global Gaming contract entered into just prior to the death of James Brown; the James Brown Saves Boston deal; and other actions taken and thwarted during the period from November 2007 through May 26, 2009.
- i. Detailed historical information about Brown's assets, operation and entities and continuing information for the two years after his death, including:
 - 1. Performance Contracts and detailed IP information;
 - 2. Detailed Royalty reports provided by the Publishing Companies through TIAA;
 - 3. The reports of Geronimo, LLC.
 - 4. The Tax Returns, which apparently all agree were wrong and could not be relied on for a complete picture of the assets or income.

5. The Estate Tax Appraisal by Christie's
 6. The jewelry appraisal
 7. The Real Estate Appraisals attached to the Estate Tax Return;
 8. The Letters of Intent of October 2007 and March 2008.
 9. The Movie Option in place for years before his death;
 10. The sampling issue;
 11. The suit filed against David Cannon and others to recover \$13+ million;
 12. The offers of TJBL, LLC and the proposed 2009 Right of First Offer
 13. The structure of Brown's operation, including the Estate, the 2000 Trust, Geronimo, JBE, Inc. and other entities.
- j. The draft article "Private Foundations, Copyright Heirs and Music Millionaires: Why the James Brown "I Feel Good" Trust doesn't....." by Wm. Jeffrey Smith and Adele J. Pope.
- k. Articles regarding the less-than \$4.7 million valuation contained on the James Brown "I Feel Good" Trust FOIA concerns blog, and in other media.
- l. Documents and records from the Library of Congress gathered by Mrs. Pope.
- m. Other professional writings related to Copyright Termination issues, including strategies to avoid termination when faced with uncooperative heirs.
- n. The opinions of W. Steven Johnson, Esq. and James C. Hardin, III in which both concluded that Mr. Buchanan and Mrs. Pope properly performed their duties as personal representative and trustees.
- o. The Orders of The Honorable Doyet A. Early, III dated August 10, 2007, Nov. 20, 2007, January 8, 2008, February 20, 2008, March 7, 2008,

April 1, 2008 and April 8, 2008; the decisions in the Cannon appeal and *Wilson v. Dallas*; and other orders and decisions.

p. Media articles and other public information about the music catalogue, earnings, and projections of earnings for James Brown, including the *Forbes* list of top-earning dead celebrities on which James Brown appeared in 2007.

q. Representations in the record of former trustees and their counsel, especially representations in early 2007 that James Brown earned \$1 million per week on 3-week tours to Asia (counsel for trustees); that his Royalties alone may be worth \$100 million (counsel for Ms. Hynie); that an offer of \$100 million was made in October 2012 (Mr. Dallas, Plaintiff and others); and that offers of \$150 million remained available in the fall of 2008.

r. Other documents from what I understand to be more than a million pages of public documents which relate to the operation of James Brown=s music empire for more than a decade before his death and the 2 2 years after.

10. I have also reviewed the September 14, 2007 proposal to the Honorable Doyet A. Early, III in which, I understand, Mr. Buchanan and Ms. Pope asked that the Court to approve the following valuation criteria for the Royalties, Image and Persona of James Brown on the estate tax return:

- a. A single valuation of the Royalties, Image, Name and Persona, which appears to be appropriate based on the scant case law and legal commentary.
- b. Use of the following formula for date-of-death valuation of the Royalties, Name, Image and Persona of James Brown, working with William Sellars, CPA, M&T Bank and the available records of David Cannon:
 1. 1 year royalties, based on 5 yr. M&T average
 2. PLUS 50% of Gross known Performance Contracts from 2006

3. X - a figure recommended by accountant within range of 12.5 - 14.
 4. LESS payoff amount due M&T Bank as of date of death
 5. EQUALS date-of-death value of royalties, Image, Name and Persona
- c. The royalties, image and persona should be returned as Estate assets, with full disclosure that they may be claimed, in whole or in part, by James Brown Enterprises, Inc., which, in turn, may be claimed, in whole or in part, by the Trust.
- d. The PRs [Mr. Dallas and Mr. Bradley] should be directed to prepare... a compilation of a detailed report to accompany the above valuation when filed with the Estate Tax Returns in March, 2008, to include:
1. A complete explanation of the structure of the \$26,000,000, 7.98% Royalty-Backed Pay-through Note, Class A No. A-1 (CUSIP No. 470277 AA2) and receipts, payments and misappropriations from said fund. (This would include the structure of James Brown Royalty Venture I SPC, Inc, James Brown, L.L.C., etc.)
 2. A detailed explanation of the filing and failure to file, tax returns with respect to the various entities.
 3. A compilation of all known and available information about Mr. Brown=s performance and other contracts during 2006 and 2007, including those entered into after death.
 4. Complete information about the structure of Brown Entities, including Geronimo Music Ltd., to the extent known.
 5. Complete information about any unpublished masters, to the extent known.
 6. A complete explanation of the Royal Bank of Scotland 2006 proposed refinancing transaction.
 7. A complete explanation of the proposal of Greenberg Traurig to refinance the TIAA note in October of 2006.

8. A complete explanation of Mr. Brown's relationship with David Cannon, 7th Decade, Intrigue and others which may be relevant to the valuation issue

11. It is my understanding that neither the S.C. Attorney General nor any person interested in the estate B all of whom had access to the relevant documents B objected to the above valuation criteria for the Royalties and Publicity Rights on the estate tax return during the period the Court gave them to object.

12. It is my understanding, also, that Plaintiff Forlando Brown and Daryl Brown, a son who worked with James Brown in his band for years, have -- with others -- confirmed the value placed on Mr. Brown's assets by Messrs. Dallas and Bradley and Mr. Buchanan/Mrs. Pope.

13. I have reviewed documents by which Russell L. Bauknight and others asked the S.C. Supreme Court in May 2011 to accept a less-than \$4.7 million appraisal as the at-death value of James Brown's music empire.

14. A simple Google search, including the Forbes List of Top-Earning Dead Celebrities for 2007, with Brown's available public records, reveals the following about the at-death potential for Brown's Royalties and Publicity Rights:

- a. James Brown was No. 11 on the 2007 list of top-earning dead celebrities with a reported \$5 million. [In 2011 he generated \$10+ million.]
- b. Tupac Shakur was listed as earning \$9 million in the 2007 list. Forbes later reported his empire earned \$3.5 million in 2010.
- c. Bob Marley earned \$4 million, as No. 12 on the 2007 list. He continues to earn despite 20 years of litigation.
- d. Steve McQueen, No. 10 on the list, earned \$6 million. ~~_____~~ CBA

e. Elvis Presley's earnings were much higher than those of Brown, but James Brown's potential, especially in Asia, Africa and Europe, compared favorably with Presley's.

15. I have not reviewed or discussed the contents of the appraisal which purports to support the less-than \$4.7 million value, although I have recently heard the name of the appraisers.

16. Based on all of the above, it is my opinion to a reasonable degree of professional certainty in my field that:

a. Virtually all of the information to place an at-death value on the James Brown assets had been made publicly available by Orders of Judge Early and otherwise on or before May 26, 2009.

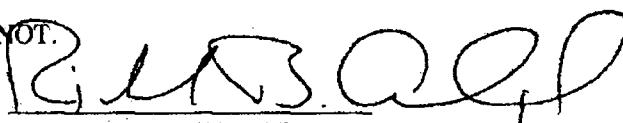
b. To date, given the stream of royalty income, branding opportunities at the time of his death and assets of James Brown, I am not aware of any facts which make the approximately \$85 million valuation placed on James Brown's music empire at death by Mr. Buchanan and Ms. Pope, or by their predecessors, unreasonable, and I believe the \$85 million to be reasonable.

c. To date, I am not aware of any facts which could support a willing buyer and a willing seller, each with knowledge of the relevant facts and circumstances, to place a less-than \$4.7 million value on James Brown's music empire his death.

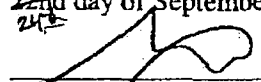
16. It is my understanding that James Brown's "I Feel Good" Foundation, although it is a private foundation, has a public duty to commit its assets solely to providing scholarships for needy and deserving students.

17. Because of the "I Feel Good" Trust's public obligations and the secret, pre-death misappropriation of millions of dollars which should have gone to the "I Feel Good" Foundation, I am informed and believe that Mr. Buchanan and Mrs. Pope acted reasonably in continuing to conduct the operations of the Estate and 2000 Trust in an open manner for at least a reasonable period after more-than \$12 million was found missing and Messrs. Cannon and Dallas resigned.

FURTHER DEPONENT SAYETH NOT.


RICHARD B. ALEXANDER

SWORN TO before me this
22nd day of September, 2013


(L.S.)

Notary Public for North Carolina

My Commission expires: 7/13/2016

STATE OF SOUTH CAROLINA

COUNTY OF AIKEN

Adele J. Pope,

Plaintiff,

v.

Estate of James Brown, Deceased; The
James Brown 2000 Irrevocable Trust; Russell
L. Bauknight, Individually, as former
Executor de son tort, and in every current
and former fiduciary status claimed or held as
to the Estate of James Brown and the James
Brown 2000 Irrevocable Trust,

Defendants.

AND:

Robert L. Buchanan, Jr.,
Interested Party.

) IN THE COURT OF COMMON PLEAS

) Case No. 2013-CP-02-1337

) MEMORANDUM IN SUPPORT
) OF PARTIAL SUMMARY JUDGMENT
) ADELE J. POPE

7-2-14
[Signature]
D.C.P. Clerk
[Signature]
Deputy Clerk

Summary of Relief Requested

In the small portion of this case which remains under the jurisdiction of this Honorable Court, Plaintiff seeks partial summary judgment directing that she be paid from the Estate of James Brown (the "Estate") and the James Brown 2000 Irrevocable Trust (the "2000 Trust"):

- a. The \$47,972, with interest for 6 years at the annual rate of \$4,198, and daily interest after March 8, 2014 of \$11.50 for her 2007 SA service to the Estate, which is an allowed claim approved by order of the Honorable Doyet A. Early, III ("Jg. Early") dated January 8, 2008 [the "Jan. 8 Order"], and bearing interest at the legal rate as provided in the Jan. 8 Order.
- b. The \$1, 473,550, with interest for 5 years at \$128,936 per year, and a daily rate of \$353.25 since May 16, 2014, being the allowed claim for the PR/Trustee

March 7, 2007 until August 2012 was joint.

Where other claims of equal or lower standing have been paid, it would be punitive and manifestly unjust to further withhold payments or legal interest at 8 3/4 % on amounts due Plaintiff since 2008 and 2009.

The record is clear that the Estate/2000 Trust has been in a financial position to pay the amount due Plaintiff since at least 2011, but elected not to do so, while paying out the following, and other, amounts:

- a. In 2011, approximately \$300,000 to Lewis & Babcock, who served as litigation counsel to the Estate/2000 Trust 8 months in 2007.
- b. In 2011 about \$90,000 to the law firm of William Hammond, who served as Tax Attorney to the Estate/2000 Trust under the Cannon Group.
- c. In 2012, approximately \$90,000 to Rodney Peeples, who established the Peeples DNA Protocol in 2007 to identify and acknowledge Brown's real heirs/children..
- d. In 2012 \$500,000 to Robert Buchanan, Jr. in the Wingate Suit to secure releases from Buchanan's counterclaims for Tommie Rae and others.
- e. In 2012, \$563,000 to the law firm of Kenneth Wingate, Sweeny, Wingate and Barrown ("Wingate"), in addition to the 40% contingency.
- f. In 2013 \$773,000 to Nexsen Pruet which represented the Estate/2000 Trust during Bauknight's 4-year void appointment.
- e. In 2013 \$250,000+ to the law firm of David Sojourner, Esq., for less than 3-months work, mostly dedicated to attempting to undo the heir status of four of Brown's DNA-proven heirs – 2/3 of the HALF (or half + 1) necessary to secure the "I Feel Good" Trust's Royalties to more than 800 songs for decades with inexpensive termination rights agreement under the Federal Copyright Act.

The material facts related to the joint service of Buchanan and Pope are largely undisputed, and viewing those few in dispute in the light most favorable to the Estate/2000 Trust – which is bound by all Orders of Judge Early issued before May 8,

2013 as the law of the case – Plaintiff is entitled to the relief requested.

Because the Court is required to take mandatory judicial notice of these orders and all James Brown case files as requested by Plaintiff under Rule 201, SCRE, and more than 75 Orders issued before May 8, 2013 confirm that there was no basis to delay or require disgorgement of any portion of the SA or PR/Trustee payment ordered to be paid to Buchanan or Pope under the Jan 8 Order, the Court should direct that Plaintiff be paid, with applicable interest, forthwith.

Based on a review of the facts under the above standard, even within the constrained parameters imposed by the pending appeals and the Wingate Suit, Plaintiff is entitled to the partial summary judgment as requested.

The Undisputed Material Facts Supporting Partial Summary Judgment

The following are just some of the undisputed material facts which support Plaintiff's claim for partial summary judgment and immediate payment.

Background Facts, Estate plan, and James Brown Assets

- a. Entertainment icon James Brown died on December 25, 2006.
- b. Brown left a 2000 Will and Trust and a backup 1999 Will, both providing as follows:

1. Personal and Household ("PHE") effects to 6 of his more-than-a-dozen claimed children;
2. Everything else not already in the 2000 Trust to the 2000 Trust to be held and managed as follows:

(A) \$285,000 education trusts for 7 designated grandchildren.

(B) Everything else to The James Brown "I Feel Good" Trust, Brown's private foundation, to be used solely for

scholarships for needy students.

3. The Estate Plan specifically excluded all heirs, claimed heirs and past and future spouses from Brown's music empire.

4. *In Terrorem* forfeiture clauses and a direction that his PR/Trustees vigorously defend all challenges to the estate plan were included.

c. Tommie Rae and Brown's claimed daughter Venisha were present.

when the Estate Plan was signed, and witnessed the Advisory Board Document.

d. According to a professional appraisal conducted by the Royal Bank of Scotland ("RBS") in 2006, Brown's major royalties, consisting of rights to 800 + songs (the "Royalties") had a value of at least \$42 million. The RBS appraisal did not include Brown's right to exploit his image and persona (the "Publicity Rights").

d. Between December 25, 2006 and January 3, 2007 Cannon and Dallas fabricated a 2d "Schedule B" to Brown's Trust to make it appear that Brown's Publicity Rights and other assets Brown had not transferred to the 2000 Trust had been transferred to the 2000 Trust during Brown's lifetime.

e. Dallas and Cannon also claimed Bradley had not accepted his trustee position, and appointed daughters Deanna and Yamma as Trustee and Executive Assistant to the Board, respectively.

f. By January 9, 2007 Bradley had appeared; the alliance between Deanna and Yamma had terminated; and Deanna, Yamma and others had hired Louis Levenson, Esq. ("Levenson") and agreed to pay him \$150,000 and a 30% contingency to get the "I Feel Good" Foundation assets for them.

- a. To void the claim of James B., a non-presumed child, if he failed to submit and pass.
- b. To exclude any of the 7 grandchildren who challenged the Estate Plan because the 2000 Trust provided that the \$285,000 scholarships go only to designated blood descendants.
- p. The Peoples DNA Protocol had a third, critical purpose: to identify all of Brown's children/heirs so that after confirming Brown died without a surviving spouse the Estate/"I Feel Good" Foundation could protect for decades the "I Feel Good" Trust's \$3+ million annual income stream from the Royalties with termination rights cooperation agreements under the Federal Copyright Act with the least expensive HALF (or half +1) of Brown's children.
- q. By June 2007 Cannon, Dallas and grandson Forlando Brown were all working with an investment group put together by Dr. Terry Cox, also represented by PG, on a proposed sale of Brown's music empire for \$100 million and the creation of an initial public offering ("IPO").
- r. From the sale Cannon expected a commission of \$5 million; Dallas about \$6 million; and Bradley about \$5 million. Dallas and Cannon also sought options or a "kickback" from the IPO.
- q. On July 17 Buchanan and Pope discovered the first \$900,000.00 of about \$17 million David Cannon took from Brown between 1999 and 2007.
- r. On July 27 Buchanan and Pope moved to remove one or more PR/ Trustees, with the motion to be heard on August 10, 2007.
- s. In the last days of July, 2007 Cannon and Dallas, secretly signed

to file the false stipulation. This was not true. Buchanan and Plaintiff did not even sign the stipulation themselves.

g. On or about September 25, 2007 Cannon, Dallas and Bradley filed claims totaling \$15+ million for commissions. Others filed more than \$20 million in claims. While all had to be taken seriously and processed, most had little merit.

h. In September and October 2007 accountant Phil Farr prepared, signed and filed unauthorized income tax returns for JBE, Inc. and Brown which purported to change ownership of certain assets.

i. By Order dated October 11, 2007 the SC AG, without objection, was made a party to Aiken County Case 2007-CP-02-122 ("Case 122"), and the Georgia AG was admitted under AG McMaster's supervision.

j. Sr. Assistant AG Havird "Sonny" Jones immediately became involved in every aspect of the James Brown matters, and remained so until after the May 8, 2013 decision in *Wilson v. Dallas*.

k. From October 2007 until January 8, 2008 AG Jones tried to convince

Jg. Early that the Estate/2000 Trust should hire counsel selected by AG McMaster to recover the millions taken by Cannon. He said the Estate/2000 Trust should use AG McMaster's Litigation Retention Agreement, placing the AG in control of the Cannon litigation.

l. On October 12, 2007 Cox, speaking for TJBL, an entity to be formed, sent a letter of intent to Dallas and Bradley to buy Brown's music empire for \$90 million to \$100 million.

m. On October 31, Brown's daughter Deanna was deposed. She admitted

the validity of the estate plan, but was opposed to the Cannon Group trustees.

n. On October 31 Forlano was also deposed. He claimed to know nothing of the proposed \$100 million offer made by TJBL earlier that month.

o. By November 2007 Cannon's takings had been shown to exceed \$7 million, including the 1999 "\$5 Million check to nobody" Cannon had cashed in the summer of 1999 just after the TIAA closing.

p. In early November both AGs and others learned that the proceeds from the \$18 million Brown earned from road shows between 2003 and 2006 was deposited into a company owned by Cannon.

q. On November 14, 2014, because of the unreliability of Brown's tax returns and information from traditional valuation sources, Buchanan and Pope filed a Motion asking Judge Early to approve the following formula for valuing the Royalties and Publicity on the already-due estate tax return without an official appraisal.

Value of Royalties + Publicity Rights = $12 \frac{1}{2} - 14 \times (\text{Royalties} + \frac{1}{2} \text{ Road Revenues}) \text{ LESS TIAA Debt}$

r. At the November 15, 2007 hearing Jg. Early asked AG McMaster and anyone else who objected to the valuation method to advise him within 10 days. Nobody did so.

s. On November 15, 2007 Dallas and Bradley filed a detailed Inventory and Appraisement ("I&A") prepared by Hammond. The I&A valued the music empire at about \$83 million, based on the TJBL offer after taking into account the at-death \$15 million value of the TIAA Debt. The I&A was under seal for some time, but made public in 2008.

-
- t. Prior to filing the I&A, the then-attorney for the Estate/2000 Trust, Stan Jackson, Esq. wrote Levenson – who represented 5 of the 6 children who were given PHE under the Will – to ask Levenson to confirm the \$2 million value the Estate was placing on Brown's TPP in the I&A. Levenson refused to participate. In 2010 he would join Bauknight in claiming to the S. C. Supreme Court that ALL of Brown's TPP –including the items sold at Christie's, the automobiles, the items in sound storage, the items in the Beech Island Home Estate and the items in four museums, were worth only \$.5 Million.
- u. At the hearing on November 15 - 20, 2008 Cannon's \$900,000 wire to Honduras and the changed JBE, Inc. and Brown tax returns were disclosed. It became apparent that Dallas was covering up for Cannon while pretending to be investigating him. At the November 2007 hearing, and since, Cannon has exercised his 5th Amendment rights not to testify about various Brown matters.
- v. On November 16, 2007 AG Jones said he would ask AG McMaster to request a SLED investigation of Cannon. AG McMaster did so a few days later.
- w. On November 16, 2007 Jg. Early contacted L&B and asked them to discuss with Dallas and Bradley the possibility of resigning.
- x. On November 20, 2007 Dallas and Bradley resigned. Without warning, Jg. Early appointed Buchanan and Plaintiff, who were approved by all Interested Persons (no will contest having been filed) other than the AGs of Georgia and SC.

Service of Buchanan and Pope prior to Forlano Federal Suit

Jg. Early's order appointing Plaintiff and Buchanan exempted them from the requirement of having a third trustee (but did not prohibit it). It otherwise conferred on Buchanan and Plaintiff all of the authority and responsibility as if they had been appointed by Brown himself in the Will and 2000 Trust.

Under the law and under Brown's Will and Trust Buchanan and Pope were required to vigorously defend Brown's Estate Plan against all challenges as "an affront to my wishes."

By November 20, 2007 Buchanan and Pope had reviewed enough of the million pages of documents to feel confident that:

1. Tommie Rae was not Brown's spouse;
2. The 1999 backup Will; a disposition consistent with Brown's often-stated wishes; and a tape in Brown's own voice made in 1999 made Brown's estate plan virtually ironclad.

One of the biggest initial problems was that Cannon and Dallas had not applied for 501 (c) (3) recognition of the "I Feel Good" Trust which would inherit Brown's music empire.

Buchanan and Pope immediately began to work with William Sellars, the Court-appointed CPA, to complete the 501(c) (3) approval process.

Buchanan and Pope asked Dr. Leonard McIntyre and Inez Tenenbaum, Esq., former State Superintendent of Education, to serve on an advisory committee to help write the Grant Application forms which would be submitted to the IRS. Both agreed.

Dr. McIntyre and Ms. Tenenbaum would later be joined by Judge (Ret'd)

Walter Williams and Dr. Ann Carmichael as members of the Advisory Board to the 2000 Trust.

As provided in the 2000 Trust, minor amendments were made to the 2000 Trust solely to insure IRS qualification of the "I Feel Good" Trust.

Among the amendments was the setting of the payment of ALL Trustees, once the "I Feel Good" Foundation was established, at $\frac{1}{2}$ of 1% of the fair market value of the Foundation.

While both Brown's Will and 2000 Trust provided for "reasonable" compensation, the Cannon Group's claim for \$15 million in commissions had created a cloud in the interpretation of "reasonable."

Buchanan and Pope reasoned that once it was funded, the management of the \$100 Million Foundation by three Trustees would, and should, require three Trustees to work nearly full time. They believed an annual commission of about \$165,000, together with the pleasure and responsibility of helping run South Carolina's largest-ever private foundation dedicated solely to providing education scholarships for needy students, would be fair but not excessive to attract a strong set of trustee when they resigned.

The 501 (c) (3) application was filed within a few weeks of Buchanan and Pope's appointment and the 501 (c) (3) recognition was obtained by mid 2008.

Buchanan and Plaintiff, with Mr. Sellers, made immediate contract with both the IRS and the South Carolina Tax Commission to explain in detail the huge number of problems associated with Brown's income tax returns and the income tax returns of JBE, Inc., including the unauthorized returns which had been filed by Farr in the fall of 2007.

Buchanan and Plaintiff reasoned that because the entire residue of Brown's estate was paid or permanently set aside for charity – and so much had been taken between 1999 and 2006, the best approach was to ask for a single person to be assigned by the South Carolina Tax Commission and a single person to be assigned by the IRS, who could look at the whole picture and work with Buchanan and Plaintiff to mitigate the damage caused by Cannon and Farr. That procedure was in progress when Buchanan and Plaintiff were told to "stand down" on August 12, 2008, and continued until their replacement in May 2009.

Fearing that a Will challenge was brewing, Buchanan and Pope urged Levenson's client Deanna to serve on the Advisory Committee, and to help create a permanent, rotating family seat on the Board. Levenson declined.

On November 30, 2007 Dallas and Bradley began a nearly 3-year attempt to take back their resignations.

By early December 2007 Buchanan and Plaintiff had made the following Petitions and filings:

1. They withdrew the false Dallas/Bradley stipulation that the only assets in the 2000 Trust were Beech Island and a small amount of cash.
2. They sought a sale of some of Brown's Tangible Personal Property ("TPP") to pay the estate taxes which were already overdue on the PHE devised to 6 claimed children and deal with the liquidity crisis caused by the millions taken by Cannon.
3. They asked for permission to seek a museum purchaser, preferably part of a family group, to purchase Brown's Beech Island mansion and Estate, holding back some acreage for the future home of the "I Feel Good" Foundation.
4. They asked for a declaration that no probable cause existed to

challenge the Will and 2000 Trust.

5. They asked Jg. Early to approve a sale of the house of Brown's father, Joe Brown, to a family member.

6. They asked Jg. Early to approve their SA fees and costs on a time + costs basis for themselves and their staffs, and to approve ongoing PR/Trustee partial payments to them, also on a time + costs basis.

At all times from March 2007 until May 26, 2009, based on time + costs,

Buchanan's charge was approximately 30% and Plaintiff's approximately 70%.

While the actions and responsibility of Buchanan and Pope were always equal and joint, both as SAs and as PR/Trustees, the manner in which they carried out the work explains the difference:

1. Buchanan's office received mail and maintained original documents.
2. Buchanan had a full and part-time staff of 1 - 1 ½ persons, while Plaintiff had a full and part-time staff of 6 - 10 persons during the period.
3. Plaintiff's office handled the large number of Royalty clearances, after always consulting with Buchanan, and their consulting with counsel where appropriate.
4. Plaintiff's office handled matters related to the 80 boxes located in the back of Plaintiff's office, which grew between August 2007 and May 26, 2009 to approximately 150 boxes.
5. Plaintiff's office prepared the draft accountings and provided all information requested by the AG.
6. Plaintiff and Buchanan met by phone several times each day, and in person weekly.
7. When Buchanan traveled to Columbia, Florence and elsewhere to conduct his part-time Federal Magistrate duties, Buchanan and Plaintiff often met by telephone for much of Buchanan's travel.
8. A majority of the documents were generated by Plaintiff's office (or office of counsel after he was engaged as to litigation matters); reviewed by Buchanan (and counsel where applicable), then mailed or otherwise

sent by Plaintiff's office.

9. Where hand-filing or direct contact with the Probate or Circuit Court was involved, Buchanan's office took the lead.

10. Plaintiff's time was approximately twice that of Buchanan, and her staff hours several multiples of Buchanan's staff.

On December 5, 2007 the Cox Group formed TJBL, LLC as a Georgia limited liability company. Without any monetary contribution, Forlando, was given 39% of TJBL.

On December 8, 2007 AG Jones contacted Buchanan and Plaintiff about the \$100 million offer, expressing fear it would evaporate if not accepted quickly. Buchanan and Plaintiff explained why it was premature to consider a sale.

In December 2007 Buchanan and Plaintiff contacted Bertis Downs, a law professor and manager for REM, about possible engagement as entertainment counsel. Downs was unable to accept the assignment, but suggested attorney and former Warner Music executive Ray Gonzalez of Nashville.

Ray Gonzalez accepted the position, and worked with Buchanan and Plaintiff on entertainment matters which were hampered by the AG's alliance with Cannon and Dallas until June 2008; and Tommie Rae and later Terry Brown beginning August 10, 2008.

In December Buchanan and Pope also engaged Exempt Org. counsel Alan Rothschild of Hatcher Stubbs, an American College of Trust and Estate Counsel colleague of Pope's.

On December 19, 2007 Tommie Rae filed two defective petitions to set aside the Will and to set aside the 2000 Trust. The Estate/2000 Trust filed Motions to

Dismiss in early 2008. The dismissal was based both on substantive and procedural grounds. Other dismissal motions by the Estate/Trust followed.

None of the Estate's motions to dismiss has been heard.

On December 21, Jg. Early held a hearing at which the SA fee and partial, ongoing PR/Trustee commission was addressed, as was the Estate/2000 Trust's request that Jg. Early proceed with the engagement of Messrs. Kendall Few and James Gilreath to recover losses from Cannon and others between 1998 and 2006.

Counsel for Tommie Rae praised Buchanan and Pope for asking Court permission for what they could have paid themselves under the Will and Trust without seeking Court permission. AG McMaster did not oppose the fee and commission proposal, but the Georgia AG launched a vitriolic attack on both, especially Buchanan.

Assistant Georgia AG Grace Lewis, Esq., made the following claim:

MS. LEWIS: If Adele Pope and Bob Buchanan have the right to control litigation over breaches of fiduciary duty of the charitable trust, they have a conflict of interest because one of the greatest breaches of all may be the breach of Adele Pope and Bob Buchanan.

Citing their appointment order as dispositive of the AG's right to control the hiring of counsel to protect the "I Feel Good" Trust, AG Lewis said:

The attorney generals objected to [the Estate's] hiring counsel to represent the I Feel Good Trust and the Court in its order said that the Attorney Generals of Georgia and South Carolina would represent and protect the interest of the I Feel good Trust. That's a final order.

Buchanan and Pope spent the afternoon of December 21st and worked through Christmas Eve to complete the effort they started on December 6 to make

available to all parties Brown's 1999 Will and Revocable Trust and other documents which had been placed in a privilege box by L&B.

Buchanan's and Plaintiffs efforts to avoid a Will/Trust challenge were not successful.

On December 26, 2007 Levenson filed two complaints, to set aside the Will and 2000 Trust, in Probate Court. They were removed *sua sponte* by the Probate Court to the Circuit Court; and filed in Case 122 (the "Levenson Suit") By subsequent Order of Jg. Early, however, the Levenson Suit was segregated from Case 122 and assigned Case No. 2008-CP-02 0872 ("Case 872"). The August 12, 2008 announcement of the AG's Settlement essentially brought to a halt:

- a. The proposed backup admission of the 1999 Will;
- b. The proper heirs determination which as ongoing in the Levenson Suit;
- c. The defense of Brown's ironclad estate plan.

While all litigation must be taken seriously, the record of the validity of Brown's estate plan, including his own voice tape, was sound. His backup 1999 Will made it ironclad. This has been confirmed by numerous admissions by Brown's family and Tommie Rae which, under Rule 801, SCRE, are admissible. As just one example, in August 2010 all admitted in the Wingate Suit:

... the establishment of a Charitable Trust intended to provide financial assistance to deserving students who seek education in South Carolina and Georgia. **This objective was the often stated and well-known desire of James Brown.** [Emphasis supplied. Mem. dtd. 8/27/10].

By early January 2008 the Estate/2000 Trust engaged James Bailey, Esquire, an experienced and careful attorney, for assistance with general litigation

matters, including defense of the four suits filed to challenge the estate plan in December.

The Forlando Federal Suit January 2008 - Present (June 30, 2014)

Forlando, who had said in his October 31 deposition that he was satisfied with Buchanan and Plaintiff, and had joined all other Interested Persons except the AGs in support for their PR/Trustee appointment. His verified a complaint asserted that Buchanan and Plaintiff would not protect Brown's noble estate plan.

On January 2, 2008 the Forlando Federal Suit was filed. Forlando, claiming to be an impoverished student wanting only to protect his grandfather's wishes and his \$285,000 education trust, was represented by three PG attorneys, former Chief Justice Finney and his son, and Bell.

Forlando's Suit sought to enjoin the 2000 Trust from taking any action until the Cannon Trustees were reinstated. The Complaint was amended to seek damages from Buchanan and Plaintiff, claiming they were illegally appointed and would not protect Brown's estate plan.

Between December 26, 2007 and January 2, 2008, Jennifer Dempsey of PG was helping Dallas with a brief supporting his Motion to Recuse Jg. Early while also working on the Forlando Federal Suit Complaint which Forlando verified on December 31, 2007.

The Forlando Federal Suit has Lasted Six years. Briefly, Forlando's 7-year quest to destroy James Brown's estate plan is set out below:

- a. Forlando, first hired Levenson in January 2007.
- b. By May 2007 Forlando left Levenson and hired Bell, Esq., a close

In March 2008 Judge Early found that the Levenson contract Forlando had signed contemplated the Will/Trust challenges Levenson filed later in 2007. Jg. Early had also declined the motion of Dallas and Bradley that he recuse himself.

Throughout 2008 and 2009 Buchanan and Pope stabilized the clearance process, which had been at a stalemate when they became PR/Trustees.

Hearings were held by Judge Early on February 7 and March 7 2008 related to various James Brown matters.

In early 2008 Wayne Byrd, Esq., new counsel for Dallas and Bradley, made and sent copies the handwritten notes of Tommie Rae and a typed transcript of same to more than a dozen people, including the AGs of Georgia and South Carolina.

The so-called Hynie "diary" consisted of papers abandoned by Tommie Rae when she and Brown separated for the last time in the summer of 2006. They had been subject to copying and review by any Interested Person or counsel without limit since the August 10, 2007 Order of Jg. Early.

Without any supporting affidavit or a hearing, Jg. Early issued three Gag Orders in February and March 2008 which purported to enjoin not only the dissemination of the Hynie writing, but to prevent all persons from discussing their contents.

The 2008 Gag Orders were largely ignored by everyone except Buchanan and Plaintiff.

On February 20, 2008, after a hearing, Judge Early authorized the sale of certain items of Brown's TPP at Christie's. Since the six children who had been given PHE had challenged the estate plan, their special status with respect

to the PHE no longer applied. Terry Brown, who was not challenging the Will, asserted he was the sole owner of not just the items to be placed at Christie's, but all TPP.

The February 20, 2008 Order, which was not appealed by anyone, also:

1. Authorized the placement of items not sold at museums for safekeeping during the Will/Trust challenge litigation.
2. Authorized the sale of the Joseph Brown house to family members.
3. Authorized the sale of Beech Island, preferable to a museum purchaser, with possible acreage retained for the future home of the "I Feel Good" Foundation.
4. Found that the Forlando Sult was preventing traditional financing.
5. Contained generous provisions for family members and Tommie Rae to hold back items from the sale.
6. Directed that the Christie's sale take place, if possible by August 1 because of the illiquidity problem.

Family members were given a period of time after the Christie's estate tax appraisal of the household goods to select items they wished to withhold from the sale.

Plaintiff met with family members for a full day at the Beech Island home, and a member of her staff met another day, to give family members a full opportunity to select what they wished to withdraw from the sale.

No children named or grandchildren designated in the Will asked to withhold anything from the Christie's sale.

In March 2008 Levenson, with knowledge that the Estate/2000 Trust was facing a liquidity crises, moved to delay the sale.

By Order dated April 1, 2008 Judge Early directed Buchanan and Plaintiff

to sign the Christie's consignment contract, with the Grammy and about 375 additional items specifically listed.

The April 1 Order found that the Levenson clients had interfered with the sale in violation of the February 20 Order, but had not caused any damage to date.

After the April 1 Order – and long past the period for withholding items – Tommie Rae threatened to stop the sale if some furs and a Rolex watch were not withheld from the sale. After negotiations with Christies, and confirmation with the furrier that none of the furs ever belonged to Tommie Rae, Buchanan and Plaintiff withdrew certain furs and the watch from the sale.

Forlando later testified that the family – warring over other things, got together to sabotage the Christie's sale. He said that all had funds to buy anything they wanted at the sale, but were instructed by their lawyers not to buy anything.

From January through July 2008 Buchanan and Plaintiff expressed respectful and careful concern to AG McMaster about the damage the alliance of AG Jones with Cannon, Dallas and Forlando was causing.

On March 5, 2008 Messrs. Few/Gilreath amended the Complaint of the Estate/2000 Trust and JBE, Inc. against Cannon and others to increase the loss from \$12+ million to \$13 + million.

On March 7, 2008 Jg. Early issued a detailed Order declining to allow Dallas and Bradley to withdraw their resignations of November 20. For the next two years Dallas/Bradley appealed, and Cannon appealed a contempt sentence

for filing unauthorized tax returns and other actions.

In March 2008 Jg. Early issued an Order resolving the motions to dismiss the Levenson Will/Trust challenges; requiring service by publication on unknown DOE Defendants; and directing that an Heirs determination be completed even though the Estate/2000 Trust's position was that Brown had both a valid estate plan and a valid backup 1999 Will. [Ord. dtd. 3/08]

Under the Probate Code Levenson was required to name and serve all heirs and claimed heirs, including those who had been acknowledged in 2007 after passing the Peeples DNA Protocol.

By then it was known that, subject to confirming that Brown died without a spouse, which was generally known, proper determination of ALL heirs-at-death (children, plus possibly Tonya) was important to create an heirs baseline for the protection of the Copyrights to more than 800 songs Brown had given to the "I Feel Good" Trust against termination rights claims under the Federal Copyright Act.

The "I Feel Good" Trust's copyrights can be protected by termination rights cooperation agreements with only HALF of Brown's heirs, and enhanced with half +1.

On the day Jg. Early ordered that the heirs determination could proceed the status of the heirs was as follows:

1. The Estate/Trust's motions to confirm Tommie Rae was not an heir were pending.
2. Three DNA-proved heirs had been identified and acknowledged by the Estate in 2007: (1) La Rhonda, (2) Jeanette, and (3) Nicole.
3. Brown's Presumed children, by recognition in divorce proceedings, were: (4) Terry, (5) Larry, (6) Lisa, (7) Deanna, and (8) Yamma.

Brown's incarcerated son (9) Michael, was awaiting DNA testing which he had requested from prison.

In addition to the above, the following today claim to be heirs of James Brown, but either have not been allowed to take – or have refused – the Peoples DNA Protocol:

1. (10) James Curtis, a DOE Defendant in the Levenson Suit, who identified himself in 2012 and is seeking DNA testing;
2. (11) Daryl and (12) Venisha, who are recognized only in the Estate Plan they are contesting;
3. (13) Tonya, (14) James B.

In 2008 Buchanan and Pope had an appraisal of the Beech Island real estate owned by James Brown and the property which passed by survivorship to daughter Yamma.

Numerous issues arose over the Beech Island home estate, including security and maintenance issues. Buchanan and Plaintiff personally oversaw many, and worked with caretaker David Washing almost daily on security issues.

As soon as the Christie's selection for sale was complete – approximately 375 items – Buchanan and Pope began working to secure the TPP for the duration of the Will/Trust challenges, as ordered by Jg. Early.

Dr. Leonard McIntyre, a member of the Advisory Board and then Interim President of South Carolina State, traveled with Plaintiff to Aiken to meet Buchanan and to Beech Island to consider issues related to the TPP.

As a result of Dr. McIntyre's intervention, and the work of Ellen Zisholtz, director of the I. P. Stanback Museum and Planetarium, the Museum organized

volunteers to help catalogue, remove and protect numerous items of TPP and memorabilia. [A fine exhibit was also held at the Museum.]

In addition, certain items were placed on loan to the Lucy Craft Laney Museum in Augusta.

Buchanan and Plaintiff also worked with Nancy Glazer of the Augusta Museum of History, which received additional items for safekeeping under Judge Early's February 20, 2008 Order.

The South Carolina State Museum was also instrumental in the housing and protections of thousands of pages of memorabilia and items, including the Grammy which was withdrawn from the Christie's sale.

Pursuant to Jg. Early's Order, between March 2008 and May 26, 2009 when Buchanan and Plaintiff were replaced, these four institutions provided valuable protection for the James Brown items. Mr. Washington drove the automobiles on the estate to preserve them.

In March 2008 Plaintiff and Buchanan contacted a sound storage facility near Nashville, Tennessee, where entertainment counsel was located, regarding safeguarding of Brown's masters, his personal tape collection and other items.

Following instructions from the storage facility, Plaintiff oversaw the proper packaging to more than 45 boxes of property which was transported by secure transport to the sound storage facility, to be secure and available for restoration and study.

The property arrived safely and was preserved until Buchanan's and Plaintiff's replacement on May 26, 2009.

On April 8, 2008, in a 50-page Order issued after the March 7 hearing, Jg. Early reviewed in detail the positions of the parties and actions of Buchanan and Plaintiff. He found all SA and PR/Trustee service of Buchanan and Pope from their appointment to that date both ethical and appropriate.

In addition to other rulings, Judge Early directed that Cannon, Dallas and Bradley were required to pay all of the legal costs associated with Case 122. He directed that it would be paid through filings, without a hearing, in May 2008. az. The Dallas/Bradley appeal delayed the hearing, but Bradley died in 2010 and the Dallas appeal was dismissed as moot because Dallas failed to appeal the May 26, 2009 Order. The legal fees of Hayes and some of Bailey, as well as the SA fees, although obligations of the Estate/2000 Trust, should have been paid by Cannon and Dallas.

Six years after Jg. Early directed that Cannon and Dallas be required to pay all costs of their removal in Case 122; the successful briefing of Hayes in both the Cannon and Dallas appeals; and the dismissal of the Dallas appeal four years ago, the motion to charge Dallas and Cannon with these costs has not been heard.

Meeting With Attorney General and Subsequent Events

On about May 28, 2008 with the assistance of John Rainey, Buchanan and Plaintiff secured a meeting with AG McMaster which they had been seeking since January.

Buchanan and Plaintiff asked for AG McMaster's suggestion for a third PR/Trustee. AG McMaster asked AG Jones how long it would take to identify one. AG Jones said six days.

On May 28, 2008 Judge Cureton issued an order in the Dallas appeal which AG

Jones and Bell claimed left the 2000 Trust paralyzed.

In June and July 2008 AG Jones filed a petition saying that the Order of Jg. Cureton had left the 2000 Trust without a trustee. He sought the appointment of an ST. AG Jones did not criticize any work of Buchanan or Plaintiff, and the AG had never challenged either Buchanan/Plaintiff's appointment or service as Pres.

As Forlando later reported, although they were fighting over many other things, Forlando and some family members – and Dallas – worked together and with PG to damage the Christie's sale, even though nobody had appealed or even sought reconsideration of the two orders of Jg. Early which found the Christie's sale necessary to protect the Estate Plan and protect the Estate and 2000 Trust.

Dallas, PG, Forlando and William Hammond, the tax attorney terminated by the August 10, 2007 Order of Jg. Early, worked, along with former James Brown publicist Jacquelyn Hollander, to sabotage the Christie's sale.

Hammond gave a media interview questioning the Estate/2000 Trust's title and making other troubling remarks. Hollander wrote Christie's claiming a turquoise bracelet being sold was hers, and was worn on the night she claimed to have been raped by Brown. PG. questioned the provenance of certain items and wrote a threatening letter to chill the sale.

On July 8, 2009, nine days before the Christie's sale, the interference by PG, Forlando, and Dallas came to a head. Dallas and Bradley filed documents in the S.C. Court of Appeals to stop the Christie's sale.

AG McMaster, who has been fully informed of every aspect of the Christie's sale because AG Jones attended most hearings; the AG and others had access to the public "Beneficiary File" kept by Buchanan and Pope; and AG Jowers was invited to all trustee meeting of Buchanan and Plaintiff, moved to intervene.

AG McMaster, the Estate/2000 Trust and Christie's all asked the Court of Appeals to direct that the Christie's sale proceed. In briefings with the Court the catalogue was presented. The Grammy © which would later become a topic of interest, was listed in the Catalogue as No. 168.

The Estate/2000 Trust had enjoyed a cooperative relationship with the National Academy of Recording Arts & Sciences, which issues Grammys, allowing them to use Brown's image for the opening of the museum.

The sale was necessary to save the music empire, and James Brown himself had given away many of the items – not making any attempt to keep them as part of the music empire. Further, under the S.C. Tax apportionment statute the six recipients – five of whom were now challenging the estate plan – were required to pay all taxes associated with the PHE given to them.

If funds had not been raised to provide some of the funding to meet the challenges of Cannon and Dallas, the Forlano Suit and the challenges to the Estate Plan, the entire "I Feel Good" Trust might now be gone.

Dallas and Other Interference With Christie's Sale

Nine days before the sale, a challenge to the sale was filed in the S.C. Court of Appeals by Dallas and Bradley. After days of briefing, etc., and with the support of the S.C. Attorney General, the Court of Appeals directed on July 14 that the Christie's sale,

The selection for sale, including the Grammy ©, had been approved by Jg. Early in his April 1 Order, The Court of Appeals also had the catalogue in the filings.

After three days of briefing, in which the Estate/2000 Trust was assisted by Tressa T. H Hayes, Esquire, the Court of Appeals directed that the Christie's sale proceed.

AG McMaster specifically asked the Court of Appeals to approve the Christie's sale. Nearly two years later – on May 19, 2010, and long after the statute of limitations had passed, the same Attorney General – speaking through Wingate, who lacked legal authority to sue on behalf of the State/AG – would claim the Christie's sale was improper. And that false allegation would be heard and repeated by the Supreme Court in May 2013.

A few days before the sale Levenson called and asked the Estate/2000 Trust to pay for his clients to attend the sale. The unspoken suggestion was that they would not cause problems if the Estate paid their way.

Buchanan and Pope advised that they could not agree to pay for the Levenson clients' attendance, but that they would not oppose a request by them for reimbursement after the sale.

About two days before the Christie's sale Kraig Fox called and offered to give the Estate a 90-day, 2 million loan – secured by the Christie's assets – to stop the sale. He said he had been working with Brown's daughters for months.

Buchanan and Pope declined because stopping the sale would have cost

\$150,000 or more; no terms were provided; no funds would have been available to pay the loan; the Estate was already almost out of money to secure the Beech Island Home and pay insurance; and Deanna's and Yamma's challenges to the Will/Trust had removed their special status with respect to the TPP.

On the day of the sale, or perhaps a day or so earlier, Buchanan and Appellant were advised by Christie's that a challenge had been filed to the sale of the Grammy©.

With Levenson present, Buchanan, Plaintiff and Christie's counsel discussed the challenge. Christie's counsel, who urged that the sale was legal and appropriate, and the Academy used threats with no legal basis to try to stop sales which were perfectly legal. [Publicity over a Stevie Wonder Grammy suggests Christie's counsel was correct.]

Plaintiff has recently inquired [See Ltr. to Robert Potter, Esq.], but believes that Christie's – not the Estate – was named on the pleadings.

The estimate for the item (#168 in the catalog) was \$15,000 - \$20,000. Buchanan and Plaintiff were told that counsel could be secured to defend the sale while the item/proceeds were held in escrow. They were told the legal defense cost was estimated to be \$5,000. Perhaps more.

Because the existence of the challenge allowed the Estate/2000 Trust to withdraw the Grammy © without penalty, Buchanan and Plaintiff made the decision to withdraw the Grammy © without further analysis.

Under Jg. Early's Order, the Grammy was returned for safekeeping to the South Carolina State Museum.

On July 27, 2008 the Estate/2000 Trust filed a motion under Jg. Early's April 1, 2008 Order to charge Dallas with the attorneys' fees to defend the filings in the Court of Appeals which the Estate/2000 Trust was successful in defeating. In June 2013 that motion has not been heard.

The Attorney General's August 10, 2008 Settlement

On July 30, 2008 AG McMaster wrote Buchanan and Plaintiff approving them as permanent trustees of the 2000 Trust.

On August 10, 2008 AG Jones, Levenson and some clients and Tommie Rae and her attorneys reached the first version of the settlement which was would be voided nearly five years later in the *Wilson v. Dallas* decision.

On August 12, 2008 AG Jones and Tommie Rae's counsel advised Jg. Early of the settlement, and Tommie Rae's counsel directed Buchanan and Plaintiff to "stand down" and stop administering the Estate. This was, of course, not possible, as clearances and transactions necessarily took place every day.

The AG's Settlement as originally conceived – which we did not see for some time:

- a. Made no mention of Copyright Termination Rights issues;
- b. Gave 25 % of Brown/ the "I Feel Good" Trust's assets to Tommie Rae;
- c. Gave 25% of Brown's/ the "I Feel Good" Trust's assets to the "Levenson clients as they may agree among themselves."
- d. Exempted all settling parties, including James B. – who was given nothing – from DNA testing.
- e. "Stipulated" that Tommie Rae would be considered Brown's spouse for all purposes, and James B. a son; and the settling children heirs. All were exempted from DNA testing.

f. The Settling Parties contracted to replace Buchanan and Plaintiff with a fiduciary they chose.

g. The Settling Parties agreed to work together to defeat the Claims of all other heirs and others.

n. Family members were given the right to purchase Brown's Besch Island Home Estate for the County tax value?

i. Levenson clients did not have to pay for the Joe Brown house they bought months earlier for \$60,000 from the Estate/2000 Trust.

At a hearing later in August 2008 the AG and others refused to release the terms of the Agreement, which they said was almost concluded.

By the end of August, Tommie Rae's counsel informed Buchanan and Plaintiff that Tommie Rae, the Attorney General and the other Settling Parties now "speak as one." Private counsel began to make representations to the Court on behalf of the AG.

The Settling Parties all steadfastly claimed that James Brown's assets were "the Attorney General's money" and that AG McMaster, because there was a challenge to the estate plan, had a right simply by entering the proceeding, to control the litigation.

The Levenson clients stopped paying on their \$60,000 loan to purchase the Joseph Brown house, which had been sold to them pursuant to Order of Jg. Early dated February 2008. It appears they have never resumed payment, even though the settlement was declared void more than a year ago.

In the summer of 2008 the Estate/Trust, through counsel Matthew

Kenneth Wingate, Esq. ("Wingate") who would sue Buchanan and Appellant if they did not drop the *Wilson v. Dallas* appeal.

A similar threat was made through Bauknight's counsel to appellate counsel.

In response Buchanan and Pope prepared and sent to Bauknight's counsel a detailed, complete Agreement Among Successors to Decedent which gave the Settling Parties virtually everything they had in the AG's Settlement except:

- a. GALs were appointed for the Minor Grandchildren; and
- b. The South Carolina Supreme Court had to approve the Settlement.

The Settling parties declined to even respond to the proposal. Instead they filed suit the Wingate Suit on May 19, 2010.

The Wingate Suit

On May 19, 2010 Attorney General Henry McMaster, Russell Bauknight "on behalf of" Henry McMaster as Attorney General of South Carolina, the McMaster Legacy Trust created by AG McMaster to hold James Brown's private property, and others sued Buchanan and Plaintiff for tens of millions of dollars in Richland County.

When a challenge was made to the Suit's not being in Richland County, Bauknight, the Plaintiffs declared that all matters in Aiken County had been concluded. Bauknight filed an affidavit asserting that both the 2000 Trust, and the AG's Legacy Trust had their situs in Richland County.

While AG Wilson told the S.C. Supreme Court in March 2013 that AG McMaster never authorized Wingate to sue Buchanan and Pope in the name of the State/AG, the apparent authority for State Action through

private lawyer Wingate is less clear.

At a hearing on August 30, 2010 in the Wingate Suit, of which the Court is requested to take mandatory judicial notice under Rule 201 (d) SCRE the position of the Estate/2000 Trust (through Bauknight) and the position of other Plaintiffs was set out by Mr. Wingate to Judge Manning:

MR. WINGATE: And we are here today in connection with the Irrevocable Charitable Trust established by entertainer James Brown.

As Your Honor is aware from the pleadings, our firm represents the 15 or so Plaintiffs listed on the caption of the case... I believe Your Honor knows Sonny Jones —

THE COURT: Yes.

MR. WINGATE — an attorney with the South Carolina Attorney General's office, one of our clients.
[AG Jones was introduced again after the lunch break.]

Wingate's partner spoke of some of the allegations, including the claimed wrongdoing associated with the Estate/2000 Trust's not accepting a \$100 million offer for the music empire made by TJBL in 2007. [The offer was actually made to Dallas and Bradley before the Buchanan/Pope appointment.] :

MR. KENDALL: Your Honor, the — they talk about a failure to — our allegations of their failure to accept a hundred million dollar offer. They may have lots of good reasons they want to put to the Court for not Having accepted that. We have lots of good reasons we're going to argue but that's a fact question.

Of the claim that the Wingate Suit should be dismissed because Aiken was the proper venue, Wingate said:

MR. WINGATE: ... Your Honor, we knew that exactly what did happen right before the lunch break would happen.

THE COURT: Yes, sir.

MR. WINGATE: And that is there'd be a whole big bowl of spaghetti, all these lawsuits that have been filed, whip them up, stir them up, mix them up, and throw out a quote, throw out a pleading, throw out a caption and try to confuse the matter and say only Jack Early could possibly sort through this mess.

This is real simple, Your Honor. There are two different things. There is the Last Will and Testament of James Brown. This is in Aiken County in the Probate Court – well actually it's in the Circuit Court in Jack Early's hands.

This, Your Honor, is the 2000 Irrevocable Charitable Trust of James Brown which was created as a separate entity prior to his death which was 2000, he died December of '06. Was funded prior to his death and is an entirely separate entity....

And later:

MR. WINGATE: ... And so clearly, jurisdiction and venue both lie squarely within this Court.

... This was filed by Russell Bauknight and the Attorney General and all of the family members globally in Richland County Probate Court as a Trust lawsuit.

About the Christie's sale which the Attorney General has asked the Court of Appeals to approve two years earlier:

MR. KENDALL ...

And, Your Honor, the mishandling of the auction. The only thing they give you in reference to that is Orders that authorize the Christie's Auction and you'll find that there's No order that ever says they did it right. In other words, just because the Court has handed the the keys to the car doesn't mean the Court has authorized them to run into a brick wall. [P. 41]

And later, referring to the AG's Legacy Trust:

MR WINGATE: And again, Your Honor, you see that Will just sits over there in Aiken. The Estate administration is over in Aiken. But the Settlement Trust, the Charitable Trust that receives the royalties,

the intangible assets, the intellectual property of James Brown,
is then administered in Richland County, South Carolina by
Russell Bauknight, the Trustee.....

Conclusion

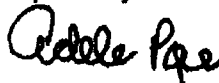
Without asking for offset in its Answer, the Defendant Estate/2000 Trust now
asks this Court to further damage Plaintiff by not paying her even funds earned in 2007.

This is manifestly unjust under the facts.

The Court should, on its face, declare the Wingate Suit Complaint void.

Plaintiff should be paid all amount sought in her Motion for Partial Summary
Judgment.

Respectfully submitted,



Adele J. Pope

Pro Se

June 30, 2014..

TOBEROFF & ASSOCIATES, P.C. Exhibit A

A PROFESSIONAL CORPORATION

22337 PACIFIC COAST HIGHWAY 4348

MALIBU, CALIFORNIA 90265

Tel: (310) 246-3339; Fax: (310) 246-3101

mtoberoff@toberoffandassociates.com

September 23, 2013

Via E-mail and U.S. Mail

Scott McDowell
Senior Vice President and
Head of Legal & Business Affairs
Warner/Chappell Music, Inc.
10585 Santa Monica Blvd.
Los Angeles, CA 90025

Re: James Brown Terminations under the Copyright Act

Dear Mr. McDowell:

We represent James Brown's children, Terry L. Brown, Larhonda Waller, Deanna Brown Thomas, Yamma Brown, Venisha Brown, Jeanette Mitchell Ballinger and Cinnamon Nicole Parria, and James Brown's grandchild, Sarah LaTonya Fegan a.k.a. Tonya Brown (collectively, the "Heirs"), who are believed to constitute all or a super-majority of James Brown's statutory heirs entitled to exercise termination rights under 17 U.S.C. §304. On the Heirs' behalf, we will be serving Warner/Chappell Music and others, in the near future, with statutory notices of termination regarding Mr. Brown's music.

The Heirs are informed and believe that Tomi Rae Hynie and James Brown, Jr., acting as James Brown's putative surviving spouse and child, respectively, have served purported notices of termination regarding his musical compositions (the "Tomi Rae Termination"). The Heirs are further informed and believe that the Tomi Rae Termination is being handled by a representative of the Estate of James Brown, despite the glaring conflicts of interest that this would appear to entail.

This letter is to notify Warner/Chappell Music that the Heirs vigorously contest the validity of the Tomi Rae Termination and the standing of Tomi Rae Hynie and James Brown, Jr. to serve any notices of termination under the Copyright Act regarding James Brown's music.

The Heirs' claim is based, without limitation, on the well-known fact that when Ms. Hynle purported to marry James Brown in December 2001 she was already married to Javed Ahmed (since 1997). The Heirs contend that this rendered her 2001 marriage void, and that the 2004 default judgment thereafter obtained by Ms. Hynle from a South Carolina family court, annulling her marriage to Mr. Ahmed, did not resuscitate Ms. Hynle's 2001 marriage to Mr. Brown pursuant to the recent on-point decision of the South Carolina Supreme Court in *Lukich v. Lukich*, 379 S.C. 589, 592 (2008) ("The question is whether the [2003] annulment order declaring Wife's first marriage void *ab initio* relates back so as to validate her purported 1985 marriage." "While an annulment order relates back in most senses, it does not have the ability to validate the bigamous second (1985) 'marriage.'").

Furthermore, Ms. Hynle's default judgment in *Toml Rae Hynle v. Javed Ahmed* has no claim or issue preclusion effect on the Heirs as they were not parties to that action, and, in any event, the purported findings of fact and conclusions of law in that default judgment have no issue preclusion effect because such issues do not appear to have been "actually litigated" on the merits. See *State v. Bacote*, 331 S.C. 328, 330-31 (1998) ("In the context of a default judgment, collateral estoppel or issue preclusion does not apply because an essential element of that doctrine requires that the claim sought to be precluded actually have been litigated in the earlier litigation."). The Heirs' challenge to James Brown, Jr. is based, among other things, on his refusal to take a simple Court-supervised DNA test verifying that he is James Brown's child.

Please be further advised that these essential legal matters will be the subject of pending litigation in the South Carolina courts or in an alternative forum.

We hope to keep you well advised as this process marches towards a resolution. In the meantime, the Heirs and I look forward to an amicable relationship with Warner/Chappell Music regarding their statutory termination interests, and the future of James Brown's music.

Very truly yours,


Marc Tobéroff

cc: Kelly Burnett via E-mail, Senior Director, Legal & Business Affairs
Warner/Chappell Music, Inc.

Exhibit B

STATE OF SOUTH CAROLINA
COUNTY OF SPARTANBURG

IN THE COURT OF COMMON PLEAS
FOR THE
SEVENTH JUDICIAL CIRCUIT

AstraZeneca Pharmaceutical, LP,

Plaintiff

vs.

Alan Wilson, in his capacity as Attorney
General for the State of South Carolina,

Defendant

Affidavit of Nathan M. Crystal on
behalf of the Plaintiff

The undersigned, Nathan M. Crystal, provides the following affidavit under oath:

ROLE AND EXPERT QUALIFICATIONS

1. I am providing this affidavit with regard to the propriety of the contingent fee agreements between the defendant, Attorney General Wilson, and special counsel in the case of *State v. AstraZeneca Pharmaceuticals, LP*.

2. My qualifications to give expert testimony include the following: I am a Distinguished Visiting Professor of Law at the Charleston Law School and Class of 1969 Professor of Professional Responsibility and Contract Law Emeritus at the University of South Carolina School of Law. I have taught professional responsibility and related subjects for more than 30 years. I am the author or coauthor of three books on Professional Responsibility and Legal Ethics, along with numerous articles in this field. One of my books is THE ANNOTATED SOUTH CAROLINA RULES OF PROFESSIONAL CONDUCT (2010 ed.) (with Professor Robert Wilcox), a comprehensive treatment of professional ethics in this state. I write a bimonthly column on legal ethics for the *South Carolina Lawyer* entitled "Ethics Watch." I was a member of the South Carolina Bar's Ethics Advisory Committee for more than 15 years and have authored a

FILED
CLERK OF COURT
SPARTANBURG COUNTY
JUL 18 2011
M. HOPE BLANKENHORN

The United States Attorney is the representative not of an ordinary party to a controversy, but of a sovereignty whose obligation to govern impartially is as compelling as its obligation to govern at all; and whose interest, therefore, in a criminal prosecution is not that it shall win a case, but that justice shall be done. As such, he is in a peculiar and very definite sense the servant of the law, the twofold aim of which is that guilt shall not escape or innocence suffer. He may prosecute with earnestness and vigor—indeed, he should do so. But, while he may strike hard blows, he is not at liberty to strike foul ones. It is as much his duty to refrain from improper methods calculated to produce a wrongful conviction as it is to use every legitimate means to bring about a just one. *United States v. Rosenberg*, 206 U.S. 72, 22 (1935).

This obligation of the prosecutor to seek justice has been incorporated into the South Carolina Rules of Professional Conduct. Comment 1 to SCRPC 3.8 provides: "A prosecutor has the responsibility of a minister of justice and not simply that of an advocate." The Standards for the Prosecution Function of the American Bar Association state: "The duty of the prosecutor is to seek justice, not merely to convict." Standard 3-1.2(c).

16. The obligation to seek justice applies to governmental attorneys in civil cases as well as criminal prosecutions. As the Supreme Court of Rhode Island stated in *State of Rhode Island v. Lead Paint Industries Assn., Inc.*, 951 A.2d 428 (R.I. 2008), one of the main cases relied on by the State in opposing Lilly's motion for disqualification:

While the just-quoted passage from the Supreme Court's unanimous opinion in the *Berger* case related to a federal criminal prosecution, it is our conviction that the same philosophy should guide each and every undertaking of the Attorney General of this state. It is the duty of the Attorney General to see to it that "justice shall be done" not only in the context of criminal prosecutions but also while he or she carries out all the functions of that high office—including engagement in litigation in the civil arena. *Id.* at 472-473.

The court went on to say: "However, due to the special duty of attorneys general to seek justice and their wide discretion with respect to same, such contractual relationships must be accompanied by exacting limitations." *Id.* at 474-475. Accord *County of Santa Clara v. Superior Court*, 235 P.3d 31 (Cal. 2010) where the court throughout the opinion

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SPARTANBURG COUNTY

STATE OF SOUTH CAROLINA

COUNTY OF AIKEN

Adele J. Pope,

Plaintiff,

v.

Estate of James Brown, Deceased; The
James Brown 2000 Irrevocable Trust; Russell
L. Bauknight, Individually, as former
Executor de son tort, and in every current
and former fiduciary status claimed or held as
to the Estate of James Brown and the James
Brown 2000 Irrevocable Trust,

Defendants.

AND:

Robert L. Buchanan, Jr.,
Interested Party.

) IN THE COURT OF COMMON PLEAS

) Case No. 2013-CP-02-1337

) AFFIDAVIT OF
) ADELE J. POPE

7-2-14
Liz Hodges
C.C.P. & C.S.
Deann J. [unclear]
Deputy Clerk

PERSONALLY APPEARED BEFORE ME, Adele J. Pope, who, being duly
sworn, deposes and says:

1. I am over 18 years of age.
2. This affidavit is based on my own knowledge.
3. As additional support for my Motion for Partial Summary Judgment, I
incorporate each fact stated in the Memorandum of Partial Summary Judgment
dated June 30, 2013, which I prepared, as fully as if set out herein.
4. I ask the Court to take mandatory judicial notice under Rule 201(d) SCRE of
facts contained in all orders and documents reference therein, to show the actions
taken on behalf of the Courts, the Estate/2000 Trust, Robert L. Buchanan, Jr., others,

and myself since March 7, 2007.

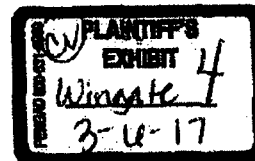
FURTHER DEPONENT SAYETH NOT.

Adele J. Pope
ADELE J. POPE

SWORN TO before me this
30th day of June, 2014

Charles H. Pope (L.S.)
Notary Public for South Carolina
My Commission expires: 3-28-2022

01 STATE OF SOUTH CAROLINA)
 02) IN THE COURT OF COMMON PLEAS
 03 COUNTY OF RICHLAND) FIFTH JUDICIAL CIRCUIT
 04 Russell L. Bauknight, as Trustee)
 05 of the James Brown 2000 Irrevocable)
 06 Trust and the James Brown Legacy)
 07 Trust, as Personal Representative) Civil Action No.:
 08 of the Estate of James Brown, and) 2010-CP-40-4900
 09 on behalf of Henry Dargan McMaster,)
 10 in his capacity as Attorney General)
 11 of the State of South Carolina;)
 12 Tommie Rae Brown, individually and on)
 13 behalf of her minor child Janise B.;)
 14 Lindsey Delores Brown; Deanna J.)
 15 Brown Thomas; Jason Brown-Lewis;)
 16 Yamma N. Brown, individually and on)
 17 behalf of her minor child Sidney L.)
 18 and Carrington L.; Tonya Brown;)
 19 Venisha Brown; Larry Brown; and)
 20 Terry Brown,)
 21) AND)
 22)
 23 Henry Dargan McMaster, in his)
 24 capacity as Attorney General of the)
 25 State of South Carolina; Tommie Rae)
 26 Brown, individually and on behalf of)
 27 her minor child, James B. II; Daryl)
 28 J. Brown, individually and on behalf)
 29 of his minor child Janise B.; Lindsey)
 30 Delores Brown; Deanna J. Brown Thomas;)
 31 Jason Brown-Lewis, Yamma N. Brown,)
 32 individually and on behalf of her)
 33 minor child Sydney L. and Carrington)
 34 L.; Tonya Brown; Venisha Brown;)
 35 Larry Brown; and Terry Brown,)
 36)
 37 Plaintiffs,)
 38 vs.)
 39)
 40 Adele J. Pope and Robert L. Buchanan,)
 41 Jr.,)
 42 Defendants.)
 43 - - - - -)



01	- - - - -		
02	EXHIBITS		
03	PLAINTIFF'S		
04	1	RECAPITULATION	12
05	2	SUMMARY OF ACTIVITIES OF ROBERT L.	77
06		BUCHANAN, JR.	
07	3	CUSTODY RECEIPT FOR DOCUMENTS OF THE	84
08		ESTATE	
09	4	ACCOUNTING COVERING 11/20/07 - 6/20/08	84
10	5	ACCOUNTING COVERING 11/20/07 - 5/20/09	94
11	- - - - -		
12	STIPULATIONS		
13	IT IS STIPULATED AND AGREED BY and between counsel		
14	appearing for the respective parties that: the		
15	deposition of ROBERT L. BUCHANAN, JR. shall be taken		
16	pursuant to agreement of the parties, for purposes of		
17	discovery, cross-examination and all other purposes		
18	permitted by the South Carolina Rules of Civil		
19	Procedure.		
20	The deposition is taken by agreement as to the time		
21	and place, and all formalities respecting the taking,		
22	transcribing and filing of the deposition are waived.		
23	All objections are reserved until the time of trial		
24	or other use of the deposition, except objections as to		
25	the form of the question and the responsiveness of the		
26	answer.		
27	The reading and signing of the deposition by the		
28	deponent is not waived.		

01 <IT SHOULD BE NOTED that Russell Bauknight is also
02 present for this deposition.>

03 - - - - -

04 MR. KENDALL: This is a continuation of a
05 deposition that was started in February of 2013 and
06 we are going to conclude it today.

07 - - - - -

08 ROBERT L. BUCHANAN, JR.

09 having been first duly sworn, was examined
10 and testified as follows:

11 - - - - -

12 EXAMINATION

13 BY MR. KENDALL:

14 Q. And Mr. Buchanan, I'm Rhett Kendall and I
15 represent Russell Bauknight and other defendants in what
16 we call the 4900 case. I think you're aware of that. I
17 think you're well familiar with our rules that govern
18 depositions. Are you familiar with the rules of --
19 well, South Carolina Rule 30(j) and it's requirements?

20 A. Yes.

21 Q. All right. I want to -- I know you spent two
22 days in depositions but there are just a few background
23 things I want to go through and then we'll move on to
24 this case. Your involvement in the James Brown Estate,
25 when did it first begin? What was your first contact

Questions
Depositions of Kenneth Wingate, Esq., and Everett Kendall, Esq.
Aiken County Case No. 2013-CP-02-1337
March 6, 2017

1. Conduct of the Deposition

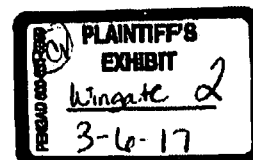
- a. Order of the Honorable Jean H. Toal, Setting Depositions
- b. Motion to Quash Subpoenas
- c. Representations of Mr. Kendall and Mr. Wingate re: knowledge

2. Who are Considered Clients of Wingate Firm Today?

- a. Plaintiffs listed on 2017 Deposition of Robert Buchanan, Jr.
- b. Attorney General Alan Wilson?
- c. Bauknight "on behalf of" Attorney General Alan Wilson?
- d. Bauknight "on behalf of" Tomirae and James B?
- e. The James Brown Legacy Trust?
- f. Plaintiffs listed on Complaint on May 19, 2010?
- g. Signatories to Wingate Litigation Retention Agreement?
- h. Joint Interest and/or Attorney/Client Relationship with David Bell, Esq. ? Louis Levenson, Esq.? Freddie Kingsmore, Esq.? Other Nexsen Pruet? Alan Medlin Esq.? Other Hynie lawyers? Other lawyers for 2010-CP-40-4900 ("Wingate Suit") Plaintiffs in other cases?
- i. Any documents to confirm any claimed joint interest ?

3. Changed Attorney/Client Relationships Since Wingate Suit Filed ?

- a. Did AG Wilson become Client on January 11, 2011? Any confirmation?
- b. Has Bauknight had authority to act "on behalf of" AG Wilson since January 2011?
- c. Who has authorized, voted on, participation of Legacy Trust in Wingate Suit since



January 2011? Since May 8, 2013?

- d. Did any Attorney/Client relationship with Levenson change as to **Daryl Brown** when Daryl fired Levenson?
 - e. Did Wingate Firm establish or re-establish Attorney/Client Relationship with Daryl or Bell when Daryl denounced McMaster settlement; fired Levenson and hired Bell?
 - f. Did Wingate Firm modify Attorney/Client relationship as to **Terry Brown** with **Matt Bodman** and/or **David Bell** when Terry assigned his rights under **James Brown's Estate** to **Forlando** in 2011 and **Forlando** fired the Wingate Firm in 2012?
 - g. Did Wingate Firm establish/re-establish Attorney/Client relationship with **Terry** and/or **John Donsbach** and/or **Scott Kenily** when Terry hired them?
 - h. Did Attorney/Client relationship as to **Deanna, Yamma, Jason Lewis, Yamma, Yamma's minor children and Venisha** change when they terminated Levenson and engaged **Toberoff and Parker Poe**?
 - i. Does the Wingate Firm claim today an Attorney/Client Relationship and/or joint defense privilege with any of **Parker Poe, Bell, Levenson, Bodman, Donsbach, or Kenily**?
 - j. Does the Wingate Firm claim today any Attorney/Client relationship and/or joint defense privilege with the **Estate/2000 Trust of James Brown**, through **David Sojourner, Esq.**, and/or through **Russell Bauknight**? If so, which?
 - k. Does the Wingate Firm's representation of **Tomirae and Bauknight** as agent for **Tomirae** and her minor son create an irreconcilable conflict with claiming the Attorney/Client or joint interest privilege with most **Wingate Suit Plaintiffs** and their lawyers?
 - l. Has **Venisha's** being incarcerated throughout been a problem with either the **Levenson** claim to speak for her, or **Deanna's** problematic **POA**?
- 4. Non-Privileged Background Reviewed by Wingate Firm Before May 19, 2010?**
- a. **Hynie** handwritten admissions that she was married, living in Texas and possibly pregnant before meeting and conducting ceremony with **Brown ("Hynie Notes")**?
 - b. Orders of Judge **Early** dated **March 7, August 10 and November 20, 2007**?

- c. Motion of Buchanan/Pope re: formula for valuation of Brown's Copyrights and Publicity Rights filed November 2007, and hearing transcript Nov. 15, 2007?
- d. Inventory & Appraisement ("I&A") prepared by Tax Specialist William Hammond and filed November 15, 2007, valuing assets based on \$100 million TJBL offer?
- e. Orders of Jg. Early dated February 20 and April 1, 2007 approving and directing conduct of the Christie's sale and other actions; Dallas filings, AG's response and Order of Judge Cureton dated July 14, 2008 denying Dallas attempts to stop July 17 Christie's sale.?
- f. Motion of Estate/2000 Trust for costs of interference with Christie's sale dated July 27, 2008, and return of Levenson clients to Motion?
- g. Petition of Wingate Suit Plaintiff James B. for Review of Compensation of Buchanan and Pope filed March 2009, and response of Buchanan and Pope?.
- h. Orders of Judge Early dated January 8, March 7, and April 8, 2008 re: conduct and compensation of Buchanan and Pope?
- i. Estate Tax Return and attachments filed by William Sellars, CPA?
- j. Email of Alan Medlin re: DNA Order and meeting of July 31, 2008, with Sr. Asst. AG Sonny Jones and Dr. Cox, after which Medlin reported:

"He [Dr. Cox] claims the value of the estate has been significantly diminished because of Adolph. He said they were going to offer in the range of 65-70 M in November. Now he thinks we would get offers for 35 - 40 M. Don't know what I think of him, but that part was interesting. **Sonny of course was all over that so he can attack Adolph.**" [Emphasis supplied.]

- k. Do you know who Mr. Medlin meant by "Adolph"?
 - l. Email of Medlin, August 2009 proposing valuing James Brown assets like Estate of Harlan Howard and valuing the Publicity Rights at ZERO.
- 5. The Wingate Suit Parties and Complaint - 2010**
- a. Do you agree that McMaster has waived any Attorney/Client privilege as to who authorized the bringing and conduct of the Wingate Suit in his name as AG and/or Bauknight to act "on behalf of" the AG?
 - b. Who made the decision for McMaster not to sign the Wingate Litigation

Retention Agreement? When?

- c. Who made the decision not to tell McMaster that he was a named Plaintiff, or that Russell was a named Plaintiff "on behalf of the Attorney General..." ?
 - d. What interactions with Bob Cook? John McIntosh? Sonny? Mary Frances? Others?
 - e. Who, other than Henry McMaster, was in the meeting with Kendall and Wingate?
 - f. Did McMaster make clear that he did not want to sue Buchanan and Pope?
 - g. At what point was the decision made to put/leave the AG as a Plaintiff in the Wingate Suit and allow Russell Bauknight to be a Plaintiff "on behalf of" the AG ?
 - h. Who made the decision for most clients not to sign the Wingate Agreement?
 - i. Are all claims based on representations by Medlin, Levenson, Bell and Bauknight, rather than record?
 - j. Were you the one who advised AG Henry McMaster he would breach his fiduciary as AG if he did not sue Bob Buchanan and Adele Pope on May 19, 2010?
 - k. If not, do you know who was?
 - l. If you were, what investigation did you make to determine this?
 - m. Did your inquiry not show that any 1-year statute of limitations had expired as to every claim except the claim that Bob and Adele should not be conducting the appeal of the McMaster settlement?
 - n. Do you agree that Gov. McMaster did not know he was a Plaintiff until after he left office? Do you agree he did not know he authorized Russell Bauknight to act "on behalf of the Attorney General..." in the Wingate Suit?
 - o. First Wingate Suit Hearing – Sonny Jones introduced as one of clients.
 - p. Did Sonny tell you that all matters were completed in Aiken County?
6. 2011 - AG Wilson, Bauknight's FOIA Intervention/Consolidation Efforts; \$4.7 Million Value; Wingate Litigation Retention Agreement; Legacy Trust

- a. In January 2011, did AG Wilson, through anyone other than Sonny Jones and/or Russell Bauknight, take action to ratify the continuation of the Wingate Suit by the AG and by Bauknight on behalf of the AG?
- b. Did AG Wilson and/or Russell on behalf of AG Wilson or Terry Brown suggest any action to amend the Wingate Suit Complaint after AG McMaster, Levenson, Medlin and Bell amended the Legacy Trust at the end of 2010?
- c. Did AG Wilson or Bauknight on behalf of the AG make any effort to amend the Complaint after AG Wilson and Bauknight told the Appellate Court that James Brown's music empire was worth only \$4.7 Million, not the \$84 Million reported by Buchanan and Pope in sworn IRS documents?
- d. Did AG Wilson or Bauknight on behalf of the AG make any effort to amend the Wingate Suit Complaint when the AG and Bauknight began claiming that Bob Buchanan and Adele Pope had intentionally overstated the at-death value on the James Brown estate tax return for the improper purpose of obtaining a \$5 Million commission on a \$5 Million estate?
- e. Do you believe such an amendment was necessary?
- f. Did AG Wilson and/or a member of his staff other than Sonny Jones,, to your knowledge, review or specifically ratify the Wingate Firm's Motion to Dismiss the Appeal and Writ of Prohibition which addressed the question of the legality of a private law firm suing in the name of the AG?
- g. Did AG Wilson specifically authorize you to move for the AG, Bauknight, acting on behalf of the AG and also Tomirae; other Wingate Suit Plaintiffs, to try to intervene in, and stop, the release of the Wingate Litigation Retention Agreement?
- h. Did AG Wilson authorize you, or Bauknight on behalf of the AG, to try to intervene in the August 3, 2011, FOIA Suit to try to prevent release of the \$4.7 Million appraisal? the 2011 Legacy Trust Amendment?
- i. Did you see the claimed \$4.7 Million appraisal of the music empire? If not, do you think you needed to see it if you were suing Bob and Adele for not accepting a \$100 million offer?
- j. Did you attend the oral argument in *Wilson v. Dallas* appeal on November 1, 2011? Did you understand the serious potential conflict between Tomirae and James Brown's "I Feel Good" Charity in relation for Federal Copyright Act Termination Rights if she's not the spouse?
- k. Did you assess whether claiming Tomirae is the wife despite overwhelming

- v. Did you coordinate your work with David Bell?

9. 2014 - 2016 Continued FOIA Action by Wingate Firm and Bauknight

- a. Who authorized continued action by the Wingate Firm with the AG during the period from 2013 to 2016 to prevent FOIA compliance as to the Hynie Notes; the \$4.7 Million appraisal; the Wingate Litigation Retention Agreement; and the Legacy Trust 2011 amendment?
- b. Did someone in the AG's office authorize the continued action by the Wingate Firm on behalf of the AG as a Plaintiff; Bauknight as the AG's agent; and the Legacy Trust?
- c. Who authorized the AG's Motion to Consolidate Discovery in this Suit and the Wingate Suit?
- d. Who at the AG's office determined that the issues in the Wingate Suit, two FOIA suits and this case, Aiken 1337, were appropriately consolidated?
- e. Did Russell Bauknight, acting on behalf of the AG, make the determination?
- f. Did AG Wilson specifically withdraw the termination of the Wingate Firm in 2016, or did the Wingate Firm withdraw its motion to be relieved as counsel without specific authorization?
- g. Who at the AG's office authorized you to engage 9 experts to testify on behalf of the Wingate Suit Plaintiffs against Adele Pope?
- h. Do you now have a clear, irreconcilable, conflict with most Plaintiffs including Brown's Estate and 2000 Trust, asserting Tomirae is not Brown's spouse?
- i. What action have you taken since former AG McMaster announced under oath in the Wingate Suit that he did not authorize the Wingate Firm to name him as a Plaintiff?
- j. What action have you taken since October 18, 2016 when former AG McMaster testified for the second time under oath that he did not authorize the Wingate Suit to be filed in his name as AG, and confirmed that he did not authorize Russell Bauknight to act as his agent in the Wingate Suit and did not know that he was a Plaintiff until after he left office?

10. 2017 Did Attorney General Wilson Authorize the Buchanan Deposition, Etc.?

Search emails

Inbox

To me

Sent

Drafts

Trash

Spam

DOMINICK ESTATE

DUNCAN

GRAHAM FOUNDA

GRANT McDONAL

Junk E-mail

SPAM

FWD: CASE 1337



Adam Silvernail ▾ ⤴

adele pope

3/17/2020 7:57 AM

From Adam Silvernail ✉
adam@silvernaillawfirm.com

To adele pope

Here is the 9/6/17 email.

----- Forwarded message -----

From: **Adam Silvernail** <adam@silvernaillawfirm.com>

Date: Wed, Sep 6, 2017 at 5:38 AM

Subject: Case 1337

To: Burl F. Williams <BWilliams@nexsenpruet.com>, William G. Newsome <BNewsome@nexsenpruet.com>

Cc: Walter Bundy <walter@bundymcdonald.com>

Dear Burl and Billy:

In line with Judge Early's request that the parties consider global settlement if this matter and case 490

1337 Defendants/4900 Plaintiffs pay \$10 million to the Pope-Brown Foundation or such other charity as:

1337 Defendants/4900 Plaintiffs pay \$9 million to Adele Pope.

All amounts payable within 30 days.

Adam

Sent from my iPhone

--
--**Law Office of Adam T. Silvernail, LLC**
1905 Marion Street (29201)
Post Office Box 7995
Columbia, South Carolina 29202-7995
803/779-1770

More

COMMISSION DUE POPE

Order 01/08/200⁸

\$1,473,550.00 + 8 ¾ simple interest from 05/26/2009

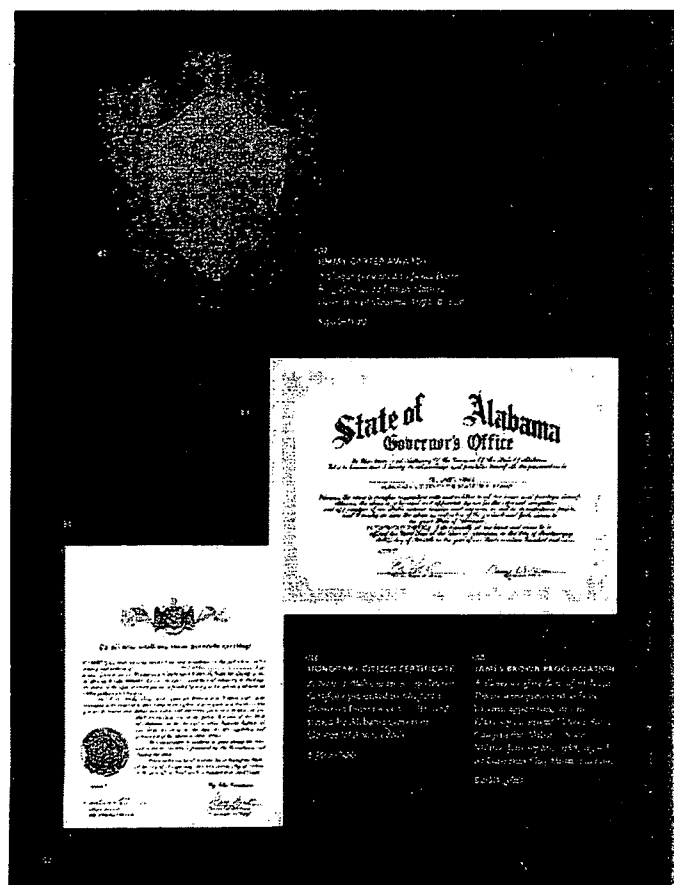
Discretionary Commission

\$1,372,380.00

Attorney Fees and Costs

T.B.D

2850



Lot 86 as presented by Christie's sold for \$1,000 in 2008

41
CELEBRITY SIGNED 50TH ANNUAL
GRAMMY AWARDS ART

This poster was autographed by celebrity participants and guests backstage during rehearsals and show day of the 50th Annual GRAMMY Awards ceremony held on February 10, 2008, at Staples Center in Los Angeles. Only two such posters were created. Each was mounted on canvas and beautifully framed. One was autographed by celebrity participants of the Musical Person of the Year Tribute to Aretha Franklin held during GRAMMY Week 2008. This is the only one in its kind autographed at the 50th GRAMMY Awards. Celebrity autographs include: Lenny Kravitz, Beyoncé, Ringo Starr, Tracy Bonham, Cheri Bonner, Alicia Keys, Carlos King, George Lopez, John Mayer, Natalie Cole, Anthony Bonfili, Keith Urban, Rick Ross, Nelly, Farrel Future, Kanye West, Jay-Z, John Legend, Justin Guarini, The Roots, Robert Rodriguez, John Legend, Robert Williams, Ken Jebsen, Peter Onorati, The Roots, Mavis Staples, The Roots, Joe Manganiello, Howard Stern, and Steve Forcell. Items from, Terry Lewis, Jimmy Kimmel, and Randy Kishimoto. Items from and member The GRAMMY Foundation.

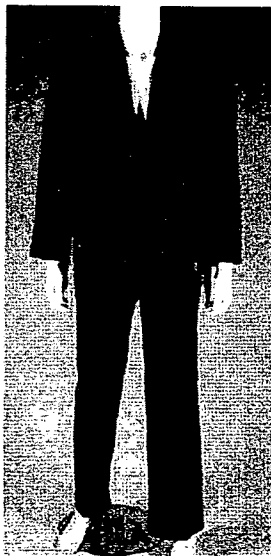
54 cm x 41 cm (21 in x 16 in)
\$2,100 - 4,100



42
JAMES BROWN PERFORMANCE YOGI B RED SUIT

A red wool suit worn by James Brown including a red silk shirt, matching satin pants, cuff links, and eye, and zipper single-breasted suit jacket featuring sequin lapels and epaulettes, bow-tie fringe collar, and at shoulders and underarms. Brown wore this suit in performance often and can be seen in photographs from The Olympic Torch Concert in 2004. The suit is from the 1970s concert where Brown performed with Sly & the Family Stone in 1970. In Edinburgh, the 47th annual GRAMMY Awards where he performed with U2, the 2009 GRAMMY Awards concert and in concert at The Museum of Modern Art, Chicago.

PROVENANCE: Lot 41, The James Brown Collection, Christie's, New York, Sale number 2119, July 17, 2008.
\$1,500 - 3,000



The same lot presented by Julien's sold for \$6,875 in 2011

2852



112

LEATHER VEST
A dark leather vest with two large, light-colored rectangular patches on the front. The vest is made of leather and has a collar.

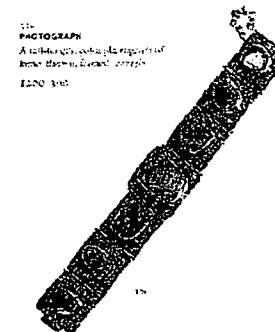
RED SUIT
A dark red suit with a matching vest and trousers. The suit is made of a dark red fabric and has a collar.



113



114



115

PHOTOGRAPH
A black and white photograph of a man standing in a doorway. The man is wearing a dark suit and a white shirt. The photograph is mounted on a dark background.



116

SMALL WHITE BOX
A small, white, rectangular box with a handle. The box is made of a light-colored material and has a handle on top.

BLACK BOX
A small, black, rectangular box with a handle. The box is made of a dark material and has a handle on top.

Lot 113 as presented by Christie's sold for \$500 in 2008

195

196

197

198

725
JAMES BROWN STAGE WORN SUIT
 A two-piece suit worn on stage by James Brown, consisting of a dark jacket and dark trousers made for him by Saville. Adapted by three tails. Made in Birmingham by the Saville. (1960s) (1960s) (1960s)

199

726
JAMES BROWN SIGNED AND INSCRIBED GUITAR
 A white electric guitar signed and inscribed by James Brown. The guitar is a Fender Telecaster. (1960s) (1960s) (1960s)

200

727
JAMES BROWN SIGNED CONTRACT
 A signed and inscribed contract for James Brown's Fania Soul Train. The contract is a two-page document. (1960s) (1960s) (1960s)

201

728
JAMES BROWN OWNED AND WEARED SHOES
 A pair of black shoes worn by James Brown. The shoes are made of black leather. (1960s) (1960s) (1960s)

202

729
JAY AND THE AMERICANS TEST PRESSING
 A 45 rpm test pressing of the single "Freaky Rhythmic" by Jay and the Americans. (1960s) (1960s) (1960s)

203

204

205

206

1900's. *Am. Mus.* 212

2854



137
GOLD SUIT
A two-piece gold suit with wide lapels and large buttons.
\$2,000-3,000

138
GOLD SUIT
A two-piece gold suit with wide lapels and large buttons.
\$2,000-3,000

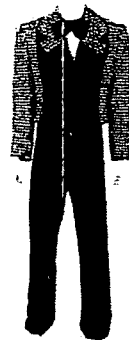
139
GOLD SUIT
A two-piece gold suit with wide lapels and large buttons.
\$2,000-3,000



140
GOLD JUMPSUIT
A two-piece gold jumpsuit with wide lapels and large buttons.
\$2,000-3,000

141
TAN JUMPSUIT
A two-piece tan jumpsuit with wide lapels and large buttons.
\$2,000-3,000

Lot 138 as presented by Christie's sold for \$625 in 2008



95 JAMES BROWN CHECKED SUIT
A multi brown checked 1970s suit owned and worn by James Brown. The suit comprises a pair of trousers or cropped jacket with wide lapels and a bowtie and white checked pattern, and a brown velvet bowtie embroidered with acrylonitrile. Brown wore similar suits in a variety of colors on the 1978 tour. Brown's own label in the waist of the jacket. Size 38-40.

PROVENANCE lot 241, "The James Brown Collection," Christie's, Rockefeller Plaza, New York, Sale number 2116, July 17, 2009.

\$500-700

96 JAMES BROWN CUSTOM GOLD SATEEN SUIT
A custom gold sateen suit owned by James Brown. The suit comprises a pair of trousers and matching single-breasted jacket with decorative embroidered lapels and epaulettes, decorative draw-stroke buttons and piping in the shoulders, back, side and down. No labels or sizes present. Brown is seen in a very similar jacket with David Bowie at the 2000 Vegas Fashion Awards.

PROVENANCE lot 158, "The James Brown Collection," Christie's, Rockefeller Plaza, New York, Sale number 2116, July 17, 2009.

\$800-1,200

97 JAMES BROWN DOCTORAL ROBE
A black doctoral robe owned by James Brown. The robe has a center front slit, leather fringe velvet trim, and velvet bands to the wide sleeves. A label reads "The C.E. Ward Company New London Ohio." Size 2.

PROVENANCE lot 259, "The James Brown Collection," Christie's, Rockefeller Plaza, New York, Sale number 2116, July 17, 2009.

\$300-500

98 JAMES BROWN CUSTOM THREE-PIECE WHITE SUIT
A white full custom-made three-piece suit owned by James Brown. The suit comprises a tunic with a front zip and a scale board collar, a double-breasted waistcoat with scale trim and gilt buttons with round crests, and a pair of matching trousers. No labels or sizes present.

PROVENANCE lot 27, "The James Brown Collection," Christie's, Rockefeller Plaza, New York, Sale number 2116, July 17, 2009.

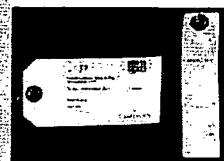
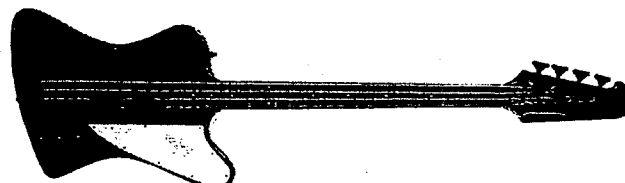
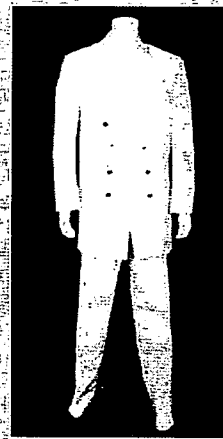
\$600-1,200

99 JAMES BROWN BASS GUITAR
A James Brown owned 2005 Epiphone Thunderbird IV bass guitar, serial number 100505050. Solid mahogany body, rose maple neck, dot inlays on frets, two humbucker pickups, white pickguard bearing the Thunderbird logo. Accompanied by a brown leather guitar strap with green and blue, three peg-top types of guitar strings, and numerous guitar picks. In a hardshell Epiphone case.

PROVENANCE lot 102, "The James Brown Collection," Christie's, New York, Sale number 2116, July 17, 2009.

\$2,000-4,000

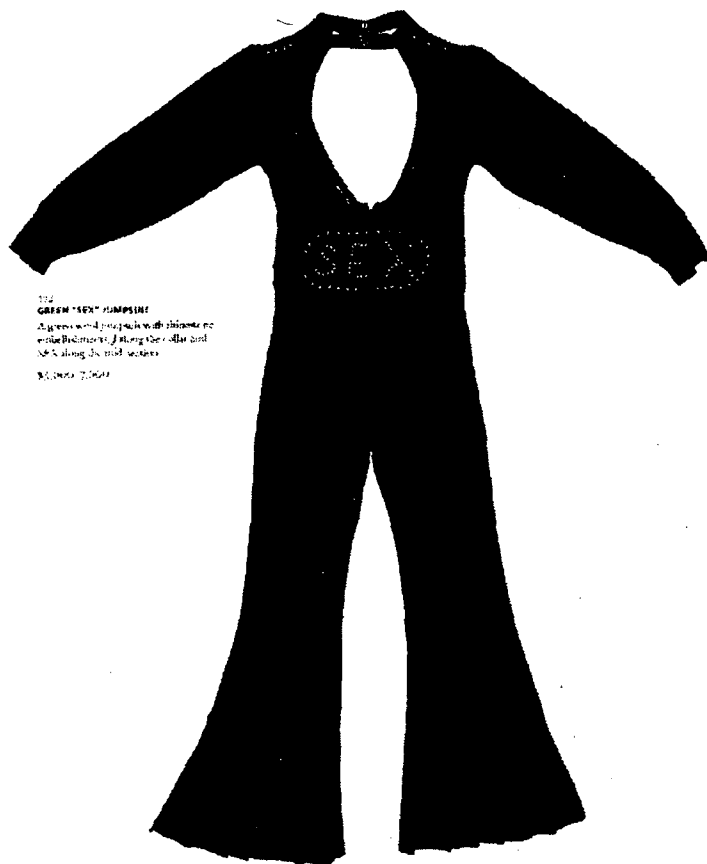
Set 1 Music Icons



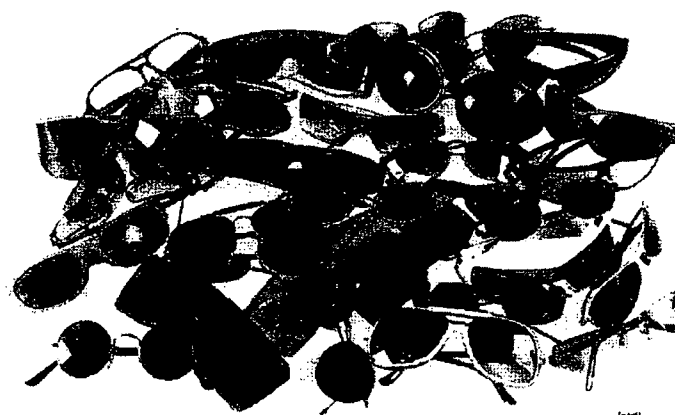
Julien's Auctions | 57

The same lot presented by Julien's sold for \$5,000 in 2013

2856



192
GREEN "SEX" JUMPSUIT
A green wool jumpsuit with rhinestones on
entire bodice, along the collar and
down the mid section.
\$2,000-3,000



192
SUNGLASSES
A group of 8 pairs of James Brown's sunglasses.
\$1,000-4,500

Lot 192 as presented by Christie's sold for \$6,875 in 2008

THE HONORABLE AND MARGARET KENNEDY
A black and white portrait of a woman, likely a socialite or performer, in a dramatic pose.

THE HONORABLE AND MARGARET KENNEDY
A black and white portrait of a woman, likely a socialite or performer, in a dramatic pose.

THE HONORABLE AND MARGARET KENNEDY
A black and white portrait of a woman, likely a socialite or performer, in a dramatic pose.

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THE HONORABLE AND MARGARET KENNEDY
A black and white portrait of a woman, likely a socialite or performer, in a dramatic pose.

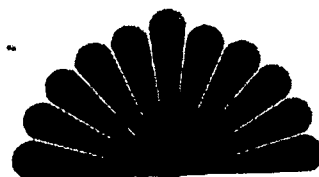
THE HONORABLE AND MARGARET KENNEDY
A black and white portrait of a woman, likely a socialite or performer, in a dramatic pose.

THE HONORABLE AND MARGARET KENNEDY
A black and white portrait of a woman, likely a socialite or performer, in a dramatic pose.

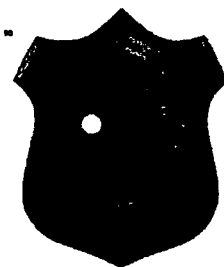
01 | Auction House 2014

Julien's Auctions | 109

The same lot presented by Julien's sold for \$10,000 in 2014



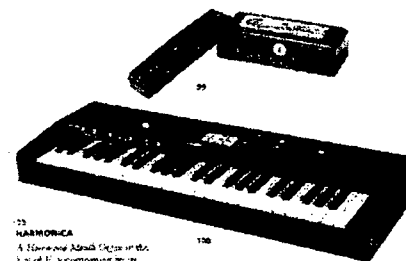
101
PEACOCK WALL PLAQUE
A new wall plaque
Covered in a peacock pattern
\$175-\$200



102
ARMCHAIR AND OTTOMAN
A new upholstered armchair and ottoman
Set in a new upholstered ottoman
\$1,200-\$1,500

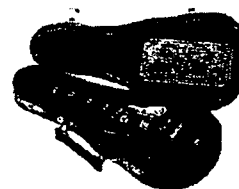


103
VIETNAM AWARDS
A plaque awarded to a person
"The Old Soldier's" plaque
Awarded by a person from the
US Army in the Vietnam War
\$1,200-\$1,500



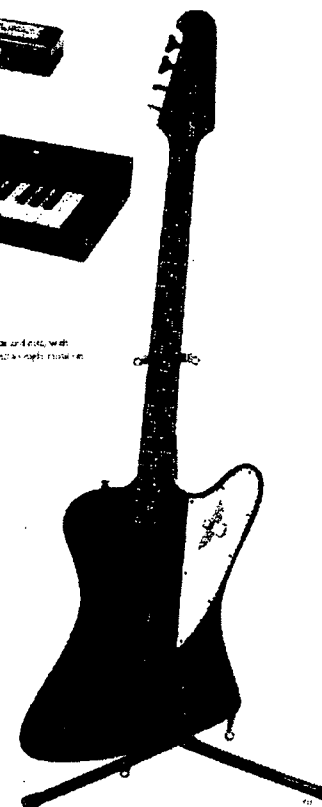
104
HARMONICA
A harmonica with a case
Set of 12 accompaniment
\$120-\$150

105
EXPRESSO
A new espresso machine
Set of 12 accompaniment
\$1,200-\$1,500



106
MINIATURE GUITAR
A miniature guitar with a case
Set of 12 accompaniment
\$1,200-\$1,500

107
BASS GUITAR
A new bass guitar with a case
Set of 12 accompaniment
\$1,200-\$1,500



Not all re-offers are clothing.

This bass guitar, lot 102 in the Christie's sale, realized \$1,250 in 2008



95 JAMES BROWN CHECKED SUIT
A custom brown checked 1970s suit owned and worn by James Brown. The suit comprises a pair of trousers, a checked jacket with wide lapels and a brown and white checked patterned brown velvet blouse embroidered with jerry cordons. Brown wore similar suits in a variety of colors in his 1970s era. (Items were kept in the store of Walter's).

PROVENANCE lot 241, "The James Brown Collection," Christie's, Rockefeller Plaza, New York, Sale number 2116, July 17, 2008.

\$150-200

96 JAMES BROWN CUSTOM GOLD BATHING SUIT
A custom gold suit owned by James Brown. The suit consists of a pair of trousers and a matching single-breasted jacket with decorative embroidered lapels and shoulders, decorative buttoned buttons and straps to the pockets. (Items were kept in the store of Walter's).

PROVENANCE lot 134, "The James Brown Collection," Christie's, Rockefeller Plaza, New York, Sale number 2116, July 17, 2008.

\$200-1,200

97 JAMES BROWN DOCTORAL ROBE
A black doctoral robe owned by James Brown. The robe has a center front zip, cuffs, front velvet lined, and velvet bands to the wide sleeves. A label reads "The C.E. Ward Company New York dot Okla." Size 2.

PROVENANCE lot 234, "The James Brown Collection," Christie's, Rockefeller Plaza, New York, Sale number 2116, July 17, 2008.

\$300-500

98 JAMES BROWN CUSTOM THREE-PIECE BROWN SUIT
A custom full custom-made brown three-piece suit owned by James Brown. The suit comprises a three-piece suit with a front zip and a three-piece collar, a double-breasted waistcoat with wide lapels and a buttoned waist, and a pair of matching trousers. (Items were kept in the store of Walter's).

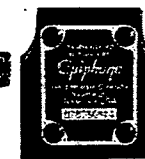
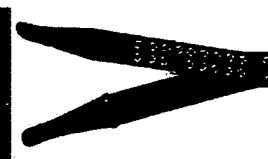
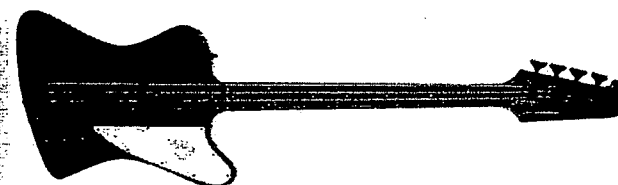
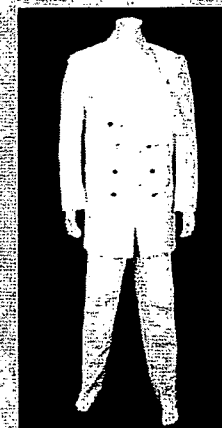
PROVENANCE lot 27, "The James Brown Collection," Christie's, Rockefeller Plaza, New York, Sale number 2116, July 17, 2008.

\$100-1,200

99 JAMES BROWN BASS GUITAR
A James Brown owned 2005 Epiphone Thunderbird IV bass guitar, serial number 100507670. Solid mahogany body, four single coils, six strings on four "cup" humbucker pickups, white pickguard, having the Thunderbird logo. Accompanied by a brown leather guitar strap with green and black, three pieces of guitar strings, and vintage guitar picks. In a hardshell case.

PROVENANCE lot 122, "The James Brown Collection," Christie's, New York, Sale number 2116, July 17, 2008.

\$2,000-4,000



The same lot presented by Julien's with more information
sold for \$8,960 in 2013

2860



GROUP OF SUITS
A group of seven jackets and suits including a mustard yellow two-piece suit, blue jacket, mustard-colored jacket, blue jacket, brown two-piece suit, brown two-piece suit and red two-piece suit.

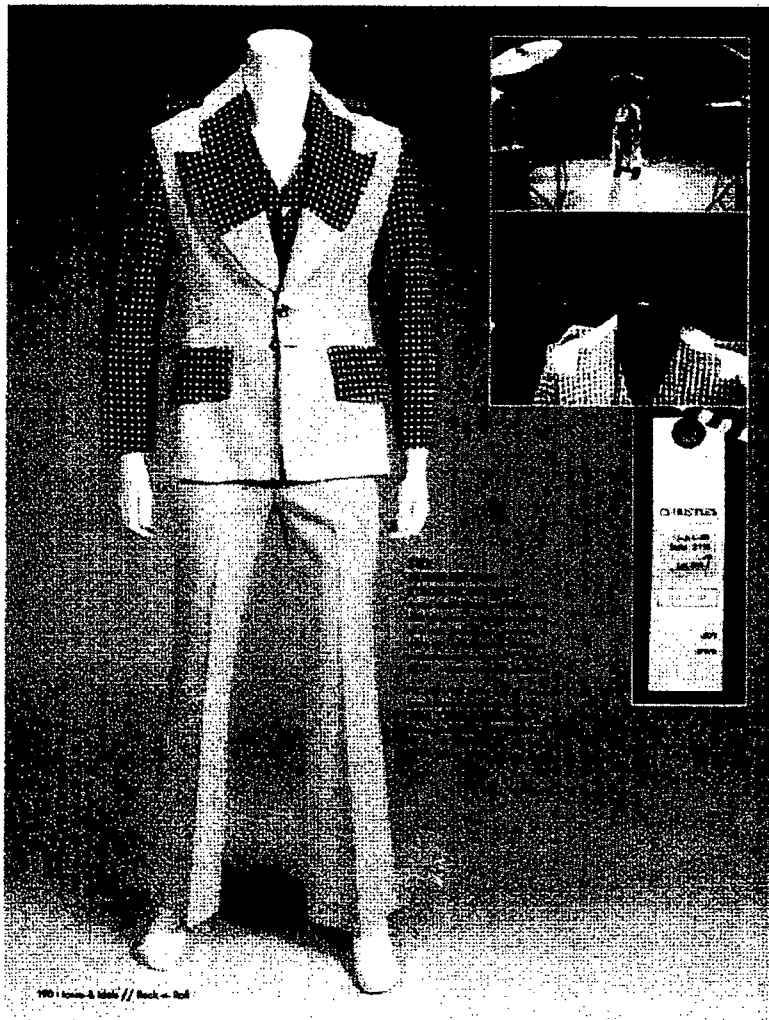
Lot 241 in the Christie's sale was a group of seven jackets and suits.

The Christie's lot sold for: \$1,375 (for all seven)

A dealer bought this lot, found photos of Brown wearing a few of the suits and sold each piece off individually through various auctions for a total of:

\$20,645

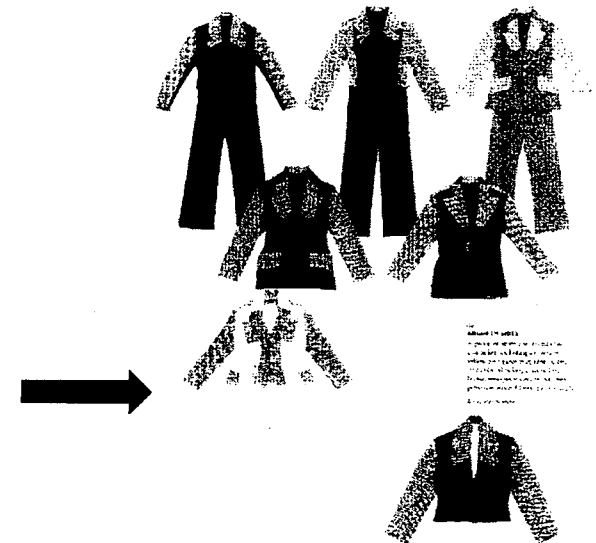
2861



The red and white suit was presented by Julien's on it's own in 2012, with photos of Brown wearing it during a performance.

Price
Realized:
\$4,375

Christie's original group lot





5200-4

1. **TRUSSARDI**
 2. **TRUSSARDI**
 3. **TRUSSARDI**
 4. **TRUSSARDI**
 5. **TRUSSARDI**
 6. **TRUSSARDI**
 7. **TRUSSARDI**



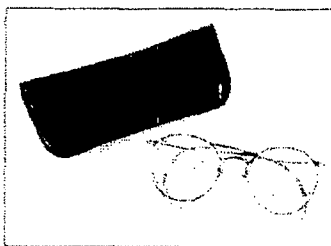
460 JAMES BROWN JACKET
A blue and white checked jacket, formerly owned and worn by James Brown. Brown wore similar suits in various colors during his 1978 tour. Accompanied by a certificate of authenticity from Tracis Ltd.

PROVENANCE lot 241, "The James Brown Collection," Christie's, New York, Sale number 2116, July 28, 2008
\$500,700



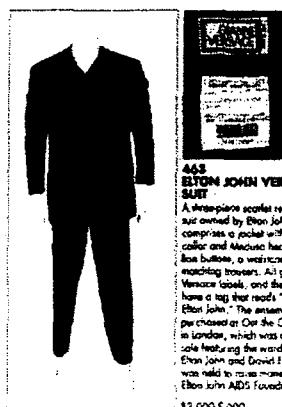
461 JAMES BROWN JUMPSUIT
A white overcoat jumpsuit, formerly owned and worn by James Brown. Accompanied by a certificate of authenticity from Tracis Ltd.

PROVENANCE lot 20, "The James Brown Collection," Christie's, New York, Sale number 2116, July 28, 2008
\$750,000



462 ELTON JOHN SIGNED GLASSES
A pair of glasses worn by Elton John and signed on each of the lenses. Gold tone wire rim prescription glasses made by Art Craft with cable temples and single bridge. "Contained in a brown leather case also signed" by John.

\$600,800



463 ELTON JOHN VERSACE SUIT

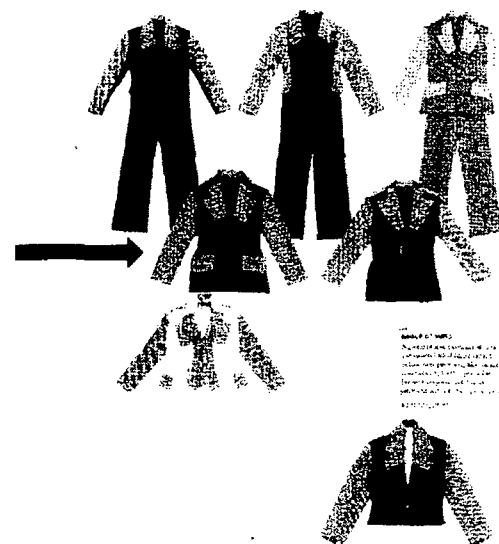
A three-piece scarlet red Versace suit owned by Elton John. The suit comprises a jacket with a band collar and Medusa head medallion buttons, a vest, and matching trousers. All pieces have Versace labels, and the trousers have a tag that reads "Dallier, Elton John." The ensemble was purchased at Car the Closet 2009 in London, which was a pop up sale featuring the wardrobes of Elton John and David Furnish and was held to raise money for the Elton John AIDS Foundation.

\$2,000,500

The dark blue jacket was presented by Julien's on its own in 2013 with information regarding what era it was worn.

Price
Realized:
\$1,152

Christie's original group lot



Item 553 - James Brown Catalog 425 (Mar 2014)

[Back To Previous Page](#)

(we are no longer accepting bids on this item)

Minimum Bid: \$200.00

Sold Price: \$2,971.85 (includes buyer's premium)

Description

Brown's personally-owned and -worn jacket with a brown and white checkered pattern on the collar and sleeves, no size or maker indicated. This jacket was sold as part of Lot 241 in the Christie's auction of the James Brown Collection. In fine condition, with the Christie's tag still affixed to one cuff. Provenance: The James Brown Collection, Christie's, July 2008. Brown wore this style jacket in various colors during his 1978 tour. RR Auction COA.

Terms and abbreviations used in our descriptions.

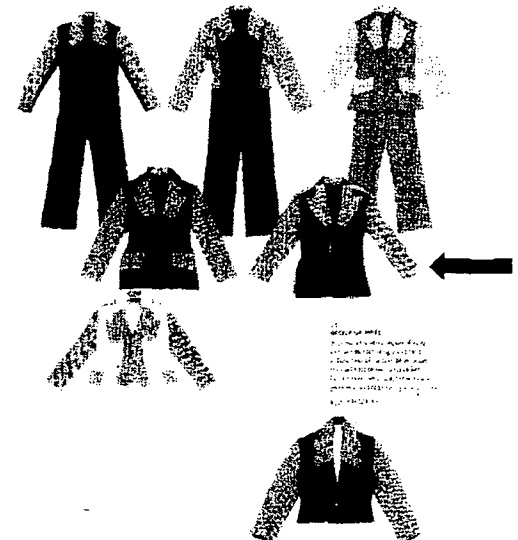
Images



The rust jacket was presented by RR Auction on its own in 2014 with information regarding what era it was worn.

Price
Realized:
\$2,971

Christie's original group lot



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The Current Auction

Ends December 14th

Featured Items (53)

The Brad Delp Collection (33)

Globe Photos Archive (52)

Vintage Guitars (43)

Beatles (81)

Elvis Presley (5)

Bob Dylan (11)

Jimi Hendrix (11)

Rolling Stones (11)

The Doors (6)

Grateful Dead (14)

Led Zepplin (15)

Pink Floyd (15)

Prince (26)

Michael Jackson (12)

The Ramones (3)

The Monte A. Melnick

Ramones Collection (50)

Punk Rock (71)

Jazz/Blues/Standards (16)

Country (4)

80s (5)

60s (32)

70s (25)

80s (28)

90s and Beyond (21)

All Auction Items (501)

Item 373 - James Brown Catalog 415 (Sep 2013)

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(we are no longer accepting bids on this item)

Minimum Bid: \$200.00

Sold Price: \$1,354.80 (Includes buyer's premium)

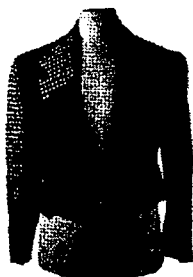
Description

Brown's personally-owned and -worn jacket with a green and white checkered pattern, no size or maker indicated. In fine condition, with inner lining detached at left wrist and some scattered staining inside. Accompanied by a photo of Brown in a similar jacket.

Provenance: The James Brown Collection, Christies, July 2008. Brown wore this style jacket in various colors during his 1976 tour. RR Auction COA.

Terms and abbreviations used in our descriptions.

Images

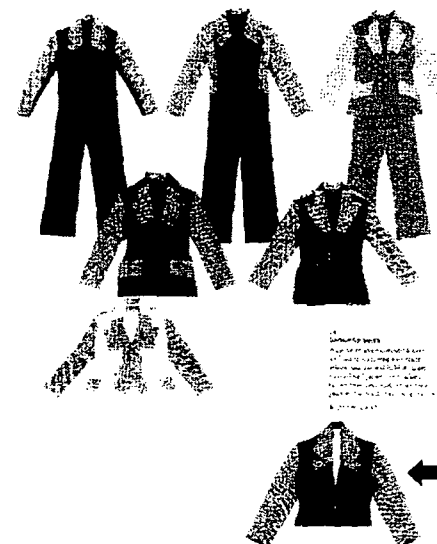


Important Information

The blue jacket was presented by RR Auction on its own in 2013 with information regarding what era it was worn.

Price
Realized:
\$1,354

Christie's original group lot



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The Current Auction
Ends December 14th

- 2007
- Featured Items (63)
 - The Brad Delp Collection (38)
 - Globe Photos Archive (62)
 - Vintage Guitars (14)
 - Beatles (31)
 - Elvis Presley (5)
 - Bob Dylan (11)
 - Jimi Hendrix (11)
 - Hollings Starnes (21)
 - The Doors (4)
 - Grateful Dead (14)
 - Led Zeppelin (15)
 - Pink Floyd (19)
 - Prince (28)
 - Michael Jackson (12)
 - The Ramones (3)
 - The Monte A. Melnick Ramones Collection (50)
 - Punk Rock (1)
 - Jazz/Blues/Standards (16)
 - Country (4)
 - 50s (5)
 - 60s (32)
 - 70s (26)
 - 80s (28)
 - 90s and beyond (21)
 - All Auction Items (501)

Item 581 - James Brown Catalog 403 (Feb 2013)

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(we are no longer accepting bids on this item)

Minimum Bid: \$200.00

Sold Price: \$3,202.80 (includes buyer's premium)

Description

One of Brown's personally owned and worn suits. Custom-made two-piece orange checkered suit consists of a single breasted jacket with two buttons and a matching pair of orange slacks with a checkered waistline. In fine condition. Accompanied by a certificate of authenticity from Tracks. Provenance: Christies, The James Brown Collection, July, 2008. RR Auction COA.

Terms and abbreviations used in our descriptions.

Images

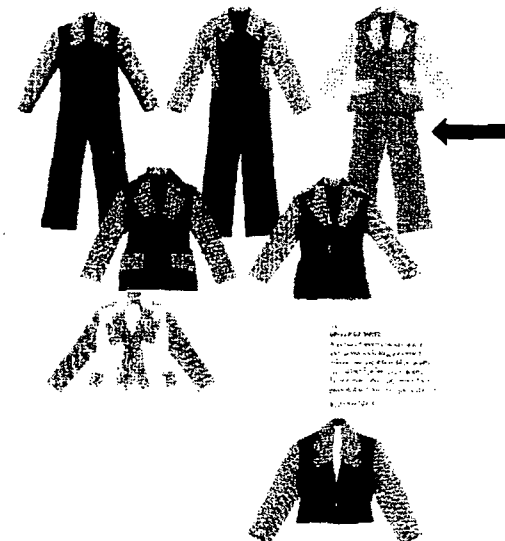


Important Information

The orange suit was presented by RR Auction on its own in 2013.

Price
Realized:
\$3,203

Christie's original group lot



Title	Description	Auction Company	Sale Date	Lot #	Price Realized	Christie's Lot #	Christie's Price Realized
JAMES BROWN CHECKED SUIT	A mocha brown checked 1970s suit owned and worn by James Brown. The suit comprises a pair of trousers, a chopped jacket with wide lapels and a brown and white checked pattern, and a brown velvet bowtie embroidered with ivory airplanes. Brown wore similar suits in a variety of colors on his 1978 tour. Brown is seen here in the same or similar suit.	Julien's Auctions	5/18/13	Lot 95	\$ 3,750	Christie's Partial Lot 241	Full Lot sold for 1,375
JAMES BROWN STAGE WORN SUIT	A red and white three-piece suit with gingham pattern, consisting of a vest, jacket, and trousers, worn by James Brown during a performance in Mexico City in 1978. No size or maker labels. Julien's also provided a video link of Brown performing in the suit with their online listing.	Julien's Auctions	12/1/12	Lot 382	\$ 4,375	Christie's Partial Lot 241	Full Lot sold for 1,375
JAMES BROWN NAVY CHECKERED SUIT JACKET	A blue and white checked jacket, formerly owned and worn by James Brown. Brown wore similar suits in various colors during his 1978 tour. Accompanied by a certificate of authenticity from Tracks Ltd.	Julien's Auctions	12/6/13	Lot 460	\$ 1,152	Christie's Partial Lot 241	Full Lot sold for 1,375
JAMES BROWN MOCHA CHECKED SUIT	A mocha brown checked 1970s suit owned and worn by James Brown. The suit comprises a pair of trousers and a cropped jacket with wide lapels and a brown and white checked pattern. Brown wore similar suits in a variety of colors on his 1978 tour. Accompanied by a certificate of authenticity from Tracks Ltd. and original Christie's lot tag.	Julien's Auctions	5/17/14	Lot 344	\$ 3,840	Christie's Partial Lot 241	Full Lot sold for 1,375
JAMES BROWN BROWN CHECKERED SUIT JACKET	Brown's personally-owned and -worn jacket with a brown and white checkered pattern on the collar and sleeves, no size or maker indicated. This jacket was sold as part of Lot 241 in the Christie's auction of the James Brown Collection. In fine condition, with the Christie's tag still affixed to one cuff.	R & R Auction Company	03/2014	Item 553 - Catalog 425	\$ 2,971	Christie's Partial Lot 241	Full Lot sold for 1,375
JAMES BROWN GREEN CHECKERED SUIT JACKET	Brown's personally-owned and -worn jacket with a green and white checkered pattern, no size or maker indicated. In fine condition, with inner lining detached at left wrist and some scattered staining inside. Accompanied by a photo of Brown in a similar jacket.	R & R Auction Company	09/2013	Item 373 - Catalog 415	\$ 1,354	Christie's Partial Lot 241	Full Lot sold for 1,375
JAMES BROWN ORANGE CHECKERED SUIT JACKET	One of Brown's personally owned and worn suits. Custom-made two-piece orange checkered suit consists of a single breasted jacket with two buttons and a matching pair of orange slacks with a checkered waistline. In fine condition. Accompanied by a certificate of authenticity from Tracks.	R & R Auction Company	02/ 2013	Item 581 - Catalog 403	\$ 3,203	Christie's Partial Lot 241	Full Lot sold for 1,375
Totals:					\$20,645		\$1,375

2868

The above former Trustees Cannon, Dallas and Bradley were named and served as Trustees of the 2000 Trust from August 1, 2000 until the dates of their respective resignations. They were appointed PRs on January 18, 2007. PR/Trustees Dallas and Bradley have tried to withdraw their resignations. They were denied reconsideration of the Order accepting their resignation by Order of the Circuit Court dated March 7, 2008. That Order is being appealed by them.

CASH FLOW:

As of the date of this request, the Estate/Trust has approximately the following cash or equivalents:

Cash in banks	\$20,000
Cash in Savings	7,000
Brokerage MM Account	7,000
	\$34,000

When the former PR/Trustees resigned they had not prepared or filed a date-of-death Inventory & Appraisement of the Estate of James Brown or a date-of-death Statement of Assets and Liabilities of the 2000 Trust. Further, they have not accounted for their actions either as PRs or Trustees. They have been ordered to do so by the Court. Former Trustee Cannon had refused to account, asserting that he believes the delivery of approximately 30 boxes of documents constitutes an accounting.

Former Trustees Bradley and Dallas, as of the date of this request, should deliver an accounting to the Court for their services as PR and separately as Trustees, about June 10, 2008. Their appeal of the court's Order directing them to account is expected to cause further delay and hardship to the Estate in its ability to sort out what are the assets of the Estate and Trust, and their values.

When assets are described in this Request as owned by the Estate or the 2000 Trust, they may be owned by James Brown Enterprises, Inc. (JBE, Inc.). Because of the failure of the former PR/Trustees to keep adequate records, actual ownership among these entities may not be finally determined for years.

What is known with respect to JBE, Inc. is the following:

1. It is a South Carolina Corporation, wholly owned in 1999 by Mr. Brown.
2. In 1999 JBE, Inc. was determined to own approximately 2/3s of the Artist's share of royalties to approximately 800 of Mr. Brown's songs. (Mr. Brown was designated as the owner of the other approximately 1/3.)

In 1999, prior to the creation of the 2000 Trust, JBE, Inc. and Mr. Brown entered into a complex

¹ \$20,000 of the above amount belongs to M&T Bank, Trustee of the Royalty-backed Note discussed below which TLAA, the Noteholder, has allowed the Estate to retain to pay necessary costs to assist with the recovery of about \$373,000 due from Cannon to M&T in connection with \$900,000.00 he misappropriated about August 1, 2006.

Federal and S.C. Estate Taxes

\$ 460,000 plus interest from September 25,
2007

The weekly maintenance cost for the protection of the assets and defense of the Estate Plan is more than \$4,000. The Estate/Trust is expected to have no cash flow in approximately 6 weeks. The Court-Ordered schedule.

The PR/Trustees intend to make a substantial deposit toward the Estate Taxes when the net proceeds of the Christie's sale are received. This is estimated to be in September or October if the Christie's sale proceeds according to the Court-Ordered schedule.

The PR/Trustees intend to make a substantial deposit toward the Estate Taxes when the net proceeds of the Christie's sale are received. This is estimated to be in September or October if the Christie's sale proceeds according to the Court-Ordered schedule.

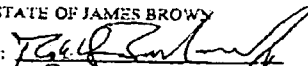
There are numerous contingencies, including a claim by a putative spouse; claims by 3 of 6 children to set aside Will; suit filed in Federal Court by a grandchild to contest the appointment of the PR/Trustees and seek the return of prior PR/Trustees; objection by the Attorney General of the State of South Carolina to the appointment of these PR/Trustees in both capacities (which objection was based primarily on affidavit by former PR/Trustees); claim by former PR/Trustees Dallas and Bradley that William Hammond, former attorney for the Estate/Trust, was named a Successor Trustee on or about July 26, 2007 (This purported designation was not disclosed to any Interested Parties or the Court until March 7, 2008.); claims by former PR/Trustees Dallas and Bradley that these PR/Trustees have no authority to act; and numerous other claims and objections.

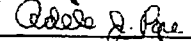
In short, this Estate does not have the funds to pay the Estate Taxes; the beneficiaries have refused to pay their apportioned portion of the Estate Taxes as shown on Exhibit A; and, because of the failure of the former PR/Trustees to maintain adequate records, the date-of-death assets of the Estate, Trust and Related entities, and their values, are not known at this time and are not expected to be known for some time. It is, therefore, not possible to prepare an accurate Estate Tax Return at this time.

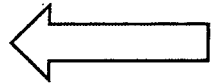
Respectfully submitted,

03/24/08

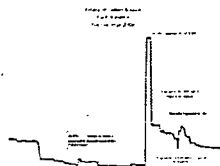
ESTATE OF JAMES BROWN

By: 

And: 
Its Personal Representative

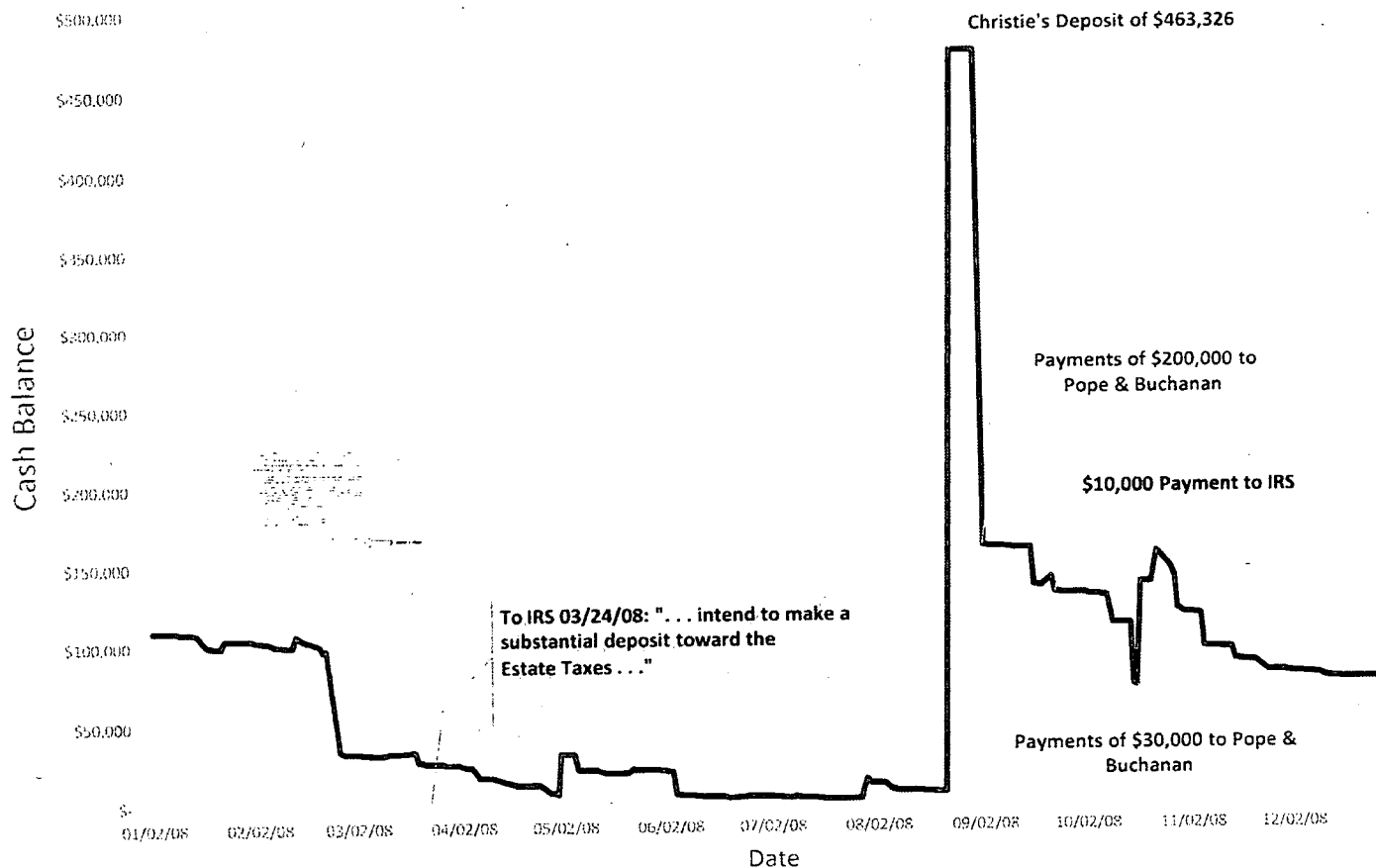
 Adele J. Pope

2870



2871

Estate of James Brown
Cash Balance
For the Year 2008



STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	
COUNTY OF AIKEN	)	Case No. 2013-CP-02-1337
	)	
Adele J. Pope,	)	
	)	
Plaintiff,	)	
	)	
v.	)	
	)	
Estate of James Brown, Deceased et al.	)	
	)	
Defendants.	)	
	)	

DEPOSITION DESIGNATIONS

Aiken Case No. 2013-CP-02-1337
Plaintiff's Final (Amended) Reply Designations
(As of May 1, 2018)
Deposition of Robert Cook
February 8, 2017

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p. 79, L 1-13; L 23

p. 80, L 19-20; L 24-25

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Move to Admit Exhibit 2

1 – 10 premarked various documents

Aiken Case No. 2013-CP-02-1337
Plaintiff's Reply Designations
Deposition of James Hardin, III
March 23, 2017

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p. 136, L 1-2; L 20-23

p. 139, L 18-25

p. 141, L 5-25

p. 142, L 1-22; L 25

p. 143, L 1; L 3-6

Move for Introduction of the following Exhibits:

Defense 1 – Expert Report of Mr. Hardin

Defense 2 – Notebook (Creditor's Claim)

Defense 8 – Bob's and Adele's Correct \$84 Million Value for James Brown Assets

Aiken Case No. 2013-CP-02-1337
Plaintiff's Reply Designations
Deposition of Kenneth B. Wingate, Esq.
March 6, 2017

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Move for Admission of the following Plaintiff's Exhibits, Pl. Exhibits 1 - 17 1.

- P1 Order of the Hon. J. H. Toal dtd. 3/1/2017
- P2 Questions for Mr. Wingate & Mr. Kendall
- P3. Summons, Richland 4900 (formerly Probate Ct. No. 2010-GC-4000073)
- P4. Partial Transcript, Richland 4900 Hearing dtd. 2/20/2017
- P5. Email 7/31/08, Rosen, etc.
- P6. Schedule F - Other Misc. Property . . . , Form 706, Estate of James Brown
- P7. Handwritten Notes
- P8 Email dtd. 12/6/07 from Mr. Jones
- P9 Ltr. Dtd. 7/30/08 from Mr. McMaster
- P. 10 Partial Transcript of Hearing dtd. 8/30/10
- P11 Appendix to Record on Appeal, C/A No. 08-CP-2-1647
- P12. AGREEMENT FOR LEGAL SERVICES, Sweeny, Wingate & Barrow, P.A. dtd. 5/18/2010
- P13. Motion of Alan Wilson, AG and Others to Supplement Record dtd. 5/6/2011, *Wilson v. Dallas*
- P15 Plaintiffs' Motion to Strike Dft. Pope's Offers of Judgment
- P16. Proposed Appendix to ROA, *Wilson v. Dallas* (partial)
- P17. Ltr., Lewis Levenson, Esq to State Bar of Georgia dtd. 6/20/2008

Aiken County Case No. 2013-CP-02-1337
Plaintiff's Reply Designations
Deposition of RITA B. CAUGHMAN
July 12, 2016

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Move for Admission of Exhibits 1 – 6

Exhibit 1 – Curriculum Vitae

Exhibit 2 - Affidavit & Attachments

Exhibit 3- 2014 Form 990-PF

Exhibit 4 – 4/29/11 email

Exhibit 5 – 26 U.S. Code 7206

Exhibit 6 - What Adele Wants

Aiken Case No. 2013-CP-02-1337
Plaintiff's Reply Designations

Deposition of Mary Frances Jowers
May 3, 2016

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p. 4, L 1-21

p. 5, L 9-15

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p. 13, L 10–22

p. 14, L 15-17

p. 15, L 2 – p.16, L 1

p. 18, L 1–11

p. 24, L 10-14

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p. 31, L 21 – p. 32, L 1-16

p. 34, L 17–24

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p. 36, L 3-16

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Plaintiff Moves for Admission of Exhibits AG1, AG2, AG31, AG32

Aiken Case No. 2013-CP-02-1337
Plaintiff's Reply Designations

Deposition of Mary Frances Jowers
May 4, 2016

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Plaintiff Moves for Admission of Exhibits AG 4, 5, 8, 9, 24, 29, 33, 34, 36

Aiken County Case No. 2013-CP-02-1337
Plaintiff's Final (Amended) Reply Designations
Deposition of Alan M. Wilson
March 21, 2017

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Move for Admission of Exhibits 1 – 6, 8 and 9

Exhibit 1 – Written Statement

Exhibit 2 - Motion to Dismiss

Exhibit 3- Motion to Supplement the Record

Exhibit 4 - Adele J. Pope Offer of Judgment

Exhibit 5 - Motion to Strike

Exhibit 6 - SWB Litigation Agreement

Exhibit 8 – 2/16/11 Petition for Writ

Exhibit 9 - AG Wilson's verification of answers

Aiken Case No. 2013-CP-02-1337
Plaintiff's Reply Designations

Deposition of Sonny Jones
May 5, 2016

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**Move for Admissions of
AG 45, Complaint; AG 46 Supp. Affidavit of Baknight; Ex. AG 49 NYT
Spitzer Article;**

Deposition of Sonny Jones
May 5, 2016

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Stopped on pg. 214

Plaintiff Moves for Admission of Exhibits AG 11, 19, 45, 46, 47, , 48, 49, 50

Aiken Case No. 2013-CP-02-1337
Plaintiff's Reply Designations
Deposition of Sonny Jones
May 19, 2016

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P. 180, L. 11 – 17
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P. 183, L. 3 – 10 P. 183, L. 23 – P. 184, L. 22
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Move for admission of all Exhibits to Deposition, AG 51 – AG 70

**Move for Admissions of
AG 45, Complaint; AG 46 Supp. Affidavit of Baknight; Ex. AG 49 NYT
Spitzer Article;**

**Aiken Case No. 2013-CP-02-1337
Plaintiff's Reply Designations**

**Deposition of Judge (Ret.) Walter F. Williams
January 26, 2017
Rebuttal to Testimony of Provence, Bauknight, Sharp, Herbsman**

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p. 13, L 5 – p. 24, L 6

p. 26, L13 – p. 27, L 18

Move for Admission of the following:

Williams Exhibit 1 – Article - Walter Williams To Help Distribute James Brown Fortune

Williams Exhibit 2 – CONFIRMATION OF REQUEST TO SERVE dtd. 9/11/08

Aiken Case No. 2013-CP-02-1337
Plaintiff's Reply Designations
Deposition of Sandra Matthews
February 9, 2017

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p. 12, L 1-3; L 19-25

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Move to Introduce Jones Email with Darren Julien Affidavit (Portion of Exhibit 2]

**Alken Case No. 2013-CP-02-1337
Plaintiff's Reply Designations
Deposition of Henry McMaster
October 19, 2016**

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Move for Admission of ALL EXHIBITS

Move to Introduce Jones Email with Darren Julien Affidavit (Portion of Exhibit 2]

Aiken Case No. 2013-CP-02-1337
Plaintiff's Final Reply Designations
Deposition of Creighton Waters
February 9, 2017

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p. 17, L 16 – P 18, L 5

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P. 24, L. 8 - P. 25, L 15

p. 28, L 13 – P. 29, L 2

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p. 32, L 14 – P 33, L 20

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P. 37, L 21- P. 38, L 7

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Move for Introductions of Exhibits 1 and 2

Exhibit 1 – Supplemental Affidavit (Buchanan and Pope)

Exhibit 2 – Various Documents

**Aiken Case No. 2013-CP-02-1337
Plaintiff's Reply Designations**

**Deposition of Everett A. Kendall, II, Esq.
March 6, 2017**

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Move for Admission of the following Plaintiff's Exhibits 1-17

**Aiken Case No. 2013-CP-02-1337
Plaintiff's Reply Designations**

**Deposition of David C. Sojourner, Jr.
May 20, 2016**

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p. 12, L 1-11

p. 13, L 19-25

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p. 22, L 6-10; L 17-19

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p. 55, L 6-11; L 20-22

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p. 60, L 19-24; L 24-25

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p. 62, L 1-14

Move for Admission of the following Plaintiff's Exhibits 73, 76, 78, 79, 80

Move for Qualification of Tax and Estate Planning Expert

**Aiken Case No. 2013-CP-02-1337
Plaintiff's Reply Designations (Final)
Deposition of Stephen J. Lambert
January 24, 2017**

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Move for admission of the following Exhibits:

Lambert Exhibit 1, Nonprofit Articles of Amendment

Lambert Exhibit 2, Adele Jeffords Pope's Resume

Lambert Exhibit 3, Return of Private Foundation; 2014 The Graham Foundation

Lambert Exhibit 4, Return of Private Foundation 204; The Ray Charles Foundation

Lambert Exhibit 5, Return of Private Foundation, 2015, The James Brown "I Feel Good" Trust

Lambert Exhibit 6, The Graham Foundation History Document

Lambert Exhibit 7, The Graham Foundation Schedule

**Aiken Case No. 2013-CP-02-1337
Plaintiff's Reply Designations**

**Deposition of Wallace K. Lightsey
April 10, 2017**

Rebuttal to Testimony of Herbsman, Sharp, Bauknight, Provence

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p. 19, L 3 – L 12

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p. 27, L 15 - 17

p. 27, L 23 – p. 28, L 1

p. 28, L 16 – p. 29, L 17

p. 30, L 4 – L 16 and L 23 – L 25

p. 31, L 4 - p. 32, L 2

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p. 36, L 20 p. 37, L 2

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p. 38, L 8 - p. 39, L 4

p. 39, L 15 - 22

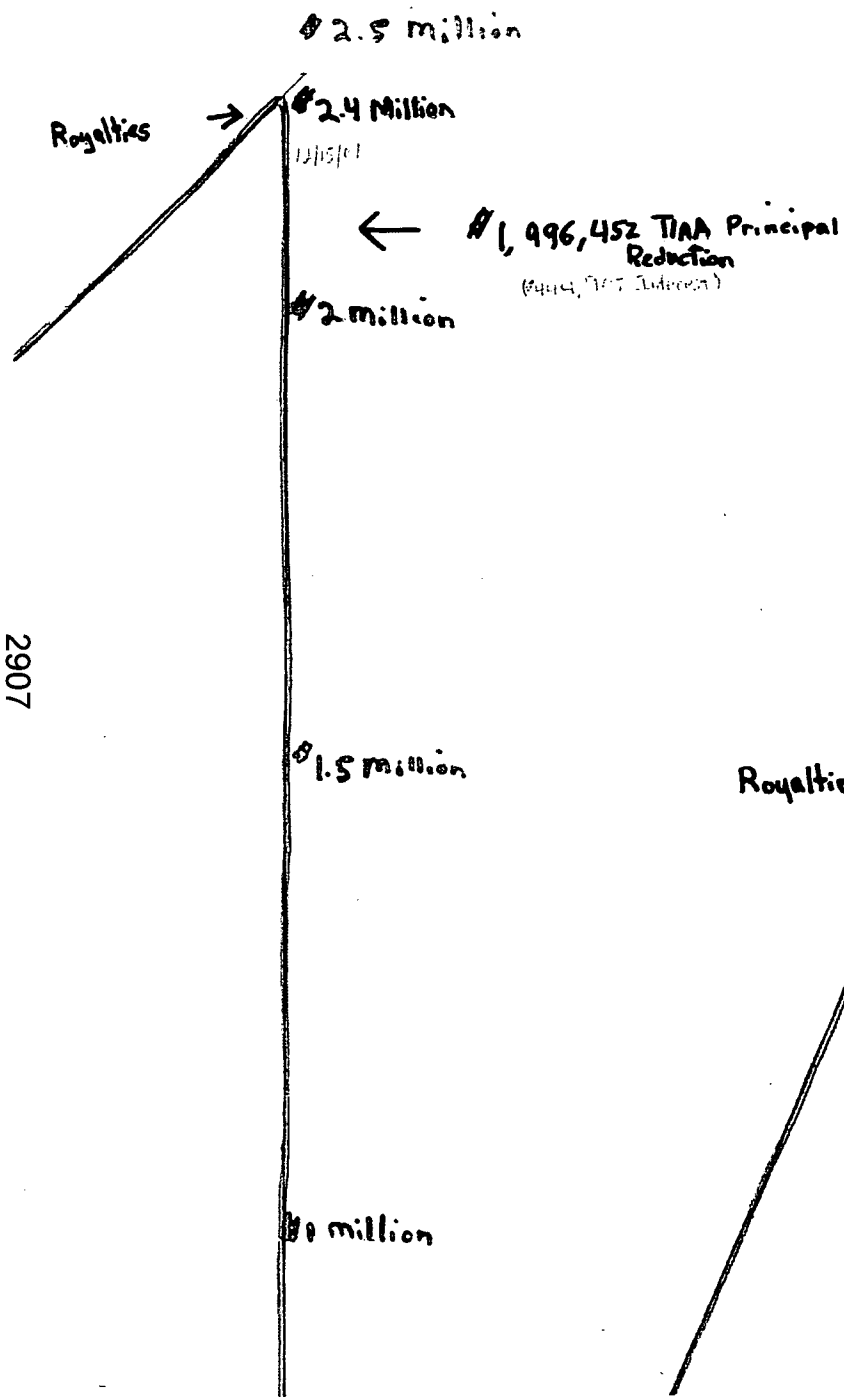
p. 40, L 24 - p. 41, L 1

Move for Admission of the following:

Defendants' Exhibit 1

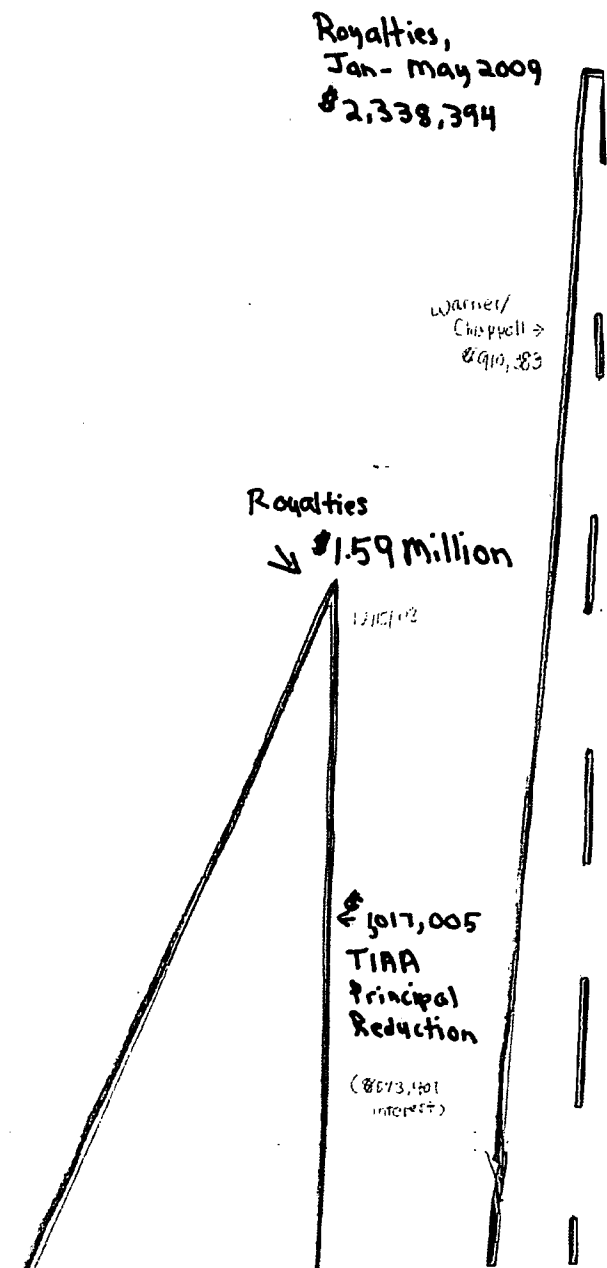
Plaintiff's Exhibits 1-3

2907

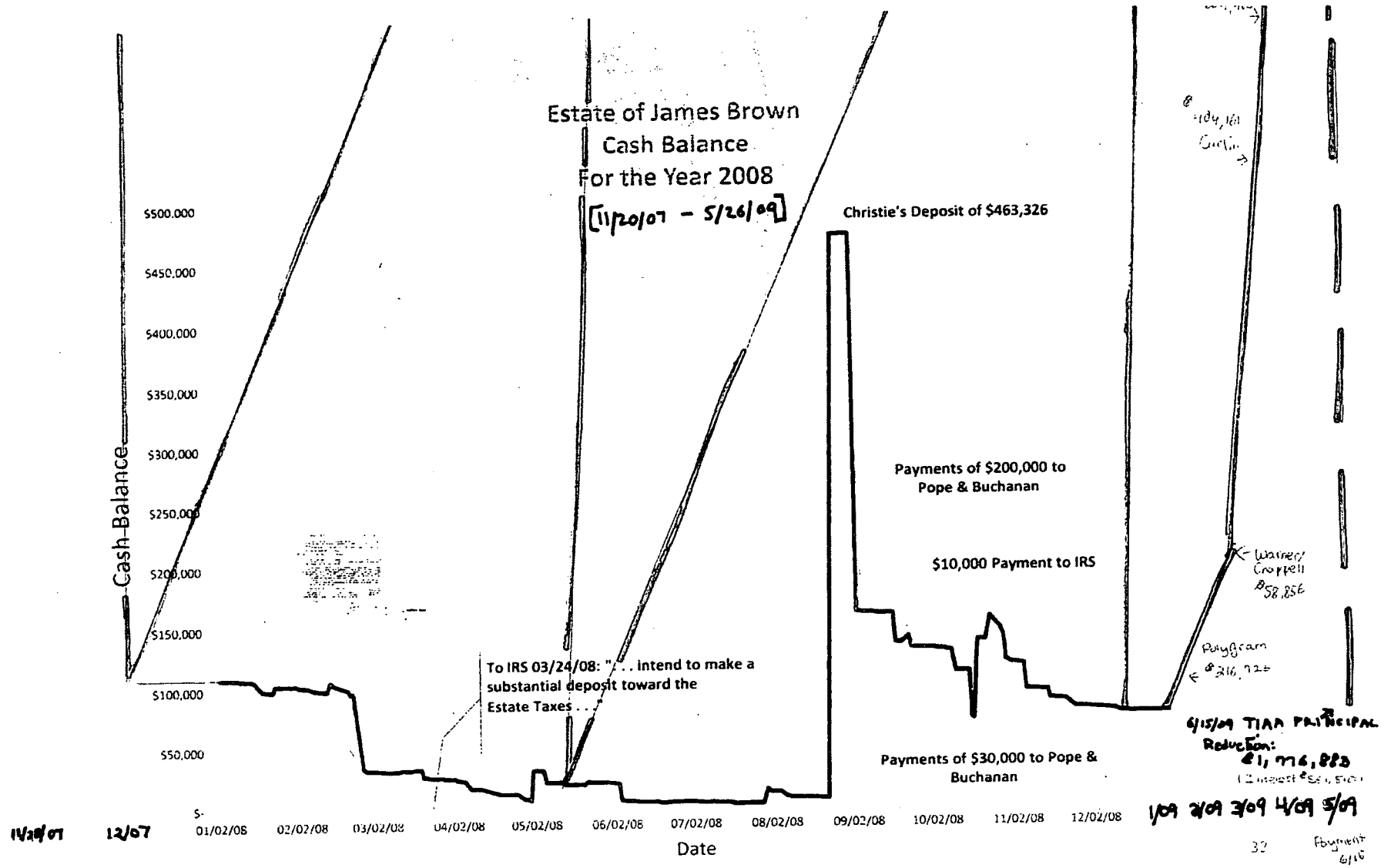


Royalties → \$1.46 Million
4/15/08

← \$848,004
TIAA Principal Reduction
(\$612,884 Interest)



2908



Beginning TIAA Principal \$17,246,024 (Before Escrow)
Ending TIAA Principal \$11,388,280 (Before Escrow)
(after 6/15 pmt.)

**Royalties During Period Nov. 2007 - May 2009
\$7.83 Million**

ROWN

and Benefits and Breaches of Others Under

Last Will of James Brown

No PR/Trustees as per <i>Wilson v Dallas</i> Fiduciary Appointments of Bauknight declared void in <i>Wilson v Dallas</i> May 2009-May 2013			Bauknight With "Monitoring" by AG		
1. Buchanan/Pope, with Pro Bono Public Counsel Richardson & Hayes, at Modest Cost, Secure <i>Wilson v Dallas</i> Decision Voiding AG's Settlement Which Disembled James Brown Estate Plan May 29, 2013 Tommie Rae Levenson Announces Intent to Reinstatement AG's Settlement \$2					
2. Private Foundations Copyright Heirs & Musical Millionaires: Why the James Brown "I Feel Good" Trust Doesn't... Published by Wm. Jeffrey Smith, Pope May 8, 2013 Wilson v Dallas Decision 30			1. Bauknight Asserts Tens of Millions of Dollars in Legal Fees from James Brown's Charity Spent Since 2007 2. Bauknight Asserts Millions Spent Related to Pope's \$2.8 Million Claim 3. Peter Afterman Paid \$300,000+ per Year While Helping Tommie Rae & James B. Siphon Off James Brown "I Feel Good" Copyright Royalties 4. Sojourner Paid \$1.5 Million, But Claims No Duty to Protect Copyrights 5. Deanna, Yamma, Others Provide Additional Evidence Tommie Rae Not Spouse 6. Bauknight/Sojourner/Tommie Rae Sued Over Alleged Backroom Copyright Deals (2018)		
3. AG Jones Claims 5-Year Common Interest with Tommie Rae 4. AG Tommie Rae & Others File Richland 4900 for Benefit of AG's Legacy Trust 5. Bauknight/AG Use FOIA Suits to Prevent Release of Information Showing Tommie Rae Not Spouse Information About Legacy Trust, Wingate Contract 6. AG Fails to Oversee Richland 4900 FOIA Cases & Legacy Trust 7. AG Supports \$4.7 Million Value Without Reviewing Valuation 8. \$4.7 Million Reduces Benefits to Needy Students 9. \$4.7 Million Creates Income/Tax Problems Without Estate/Tax Benefit 10. AG Prevents Implementation of DNA & Dignity Plan to Protect "I Feel Good" Charity's Copyrights AG Requires Buchanan not to File Wilson Petition for Rehearing May 26, 2009 Judge Early Approves AG's Settlement 33 May 19, 2010 Bauknight, Levenson, Bell, Mendillo Sign, Withdraw AG's Settlement 34			Disallowance Requires Pope to File Aiken 1337. Bauknight Claims \$99 Million Less \$15 Million TIAA Debt is Overinflated and Self-Serving (May 29, 2013-2018)		
1. Bauknight/Afterman Value Copyrights at \$23.7 Million; Publicity Rights at Zero Claims Against Cannon/Dallas/GT at Zero; Tangible Personal Property at Zero & TIAA Debt at \$19 Million. (2010) 2. Bauknight Claims to IRS & Supreme Court that Tommie Rae's Elective Share Claim A "Slam Dunk"; Buchanan/Pope want \$5 Million Commission for \$5 Million Estate; AG's Settlement Served Estate Taxes 3. Bauknight Fails to File Amended Tax Returns in 2009 & 2011, When 1/3 of Assets Become Taxable After IRS Closing Letter (2007-2013) 4. Bauknight Pays Wingate Firm \$500,000 (Returned in 2013) & Buchanan \$500,000 to Obtain Releases for Tommie Rae, Himself & AG May 2009 Judge Early Approves AG's Settlement 33 May 19, 2010 Bauknight, Levenson, Bell, Mendillo Sign, Withdraw AG's Settlement 34			AG Helps Reinstate Bauknight - Continues to Pursue Richland 4900 with Tommie Rae May 29, 2013 Tommie Rae Levenson Announces Intent to Reinstatement AG's Settlement \$2		
5. Judge Early Approves Buchanan Service 6. Ray, Charles, 9th Circuit Decision 7. Roger Miller, Smith, Lightsey, Pope Confirm 15, 20X Royalties Reasonable for Copyrights May 29, 2013 Tommie Rae Levenson Announces Intent to Reinstatement AG's Settlement \$2					
8. Journalist Releases Tommie Rae Admission: "She Was Married & Possibly Pregnant Before Ceremony With Brown" 9. Termination Rights Apply Only to U.S. Copyright About 1/2 May 29, 2013 Tommie Rae Levenson Announces Intent to Reinstatement AG's Settlement \$2					
10. 2009 2010 2011 2012 2013 2014 2015 2016 2017 2018					

Standard of Care of PR/Trustees of

The James Brown 2000 Irrevocable Trust and

JAMES B

Official PR and/or Trustees	Cannon & Dallas Trustees - 2000 Trust Beneficiaries: James Brown 7 Grandchildren & Needy Students Aug 2000 - Nov 2007							PR/ Trustees Jan - Nov 2007	Buchanan/Pope PR/Trustees Nov 2007 - May 2009
Others							New 2007 Hearing SA's Proposed IRS Valuation Formula Presented AG Early Rejects Hiring of NY Attorney and Appraiser	Buchanan/Pope SA's Mar - Nov 2007	1. Sue GT/Cannon/Dallas for \$17 Million Missing 2. Sue Morgan Stanley 3. Sue Others 4. Resolve \$300 Million of Claims 5. Obtain Order to Determine Heirs, State & Fed for Protection of Copyrights Estate Plan 6. Hire Ray Gonzalez, Alan Rothschild, Jeff Smith, Treva Hayes 7. Income \$7.5 Million 8. Buchanan & Pope Deceased Forfeiture 9. Suit Attempt to Return Cannon & Dallas 10. Martin Cribbs GreenLight 11. Publicity Rights Contract
Benefits & Breaches		Cash Received \$9,436,106	Cash Received \$5,187,246	Cash Received \$12,919,616	Cash Received \$10,362,448	Cash Received \$8,298,450	Cash Received \$9,022,123	PeoplesDNA Protocol	
		Pre-Nup before Ceremony with Tommie Rae	Assist Defense Suit by Deanna/Yamma	Tommie Rae Marriage Discovered	Suit Against Tommie Rae/She Waives Claim to be Spouse		GT Oct 18 Letter Posing 10% of Sale for Cannon/Dallas More for GT Copied	Farr Files 2006 Amended Returns/Income \$4.6 Million	
		Cannon Paid \$2,284,687	Cannon Paid \$946,060	Cannon Paid \$2,635,717	Cannon Paid \$415,255	Cannon Paid \$708,895	Cannon Paid \$1,183,152	Byrd/Dallas Release Tommie Rae Handwritten Admissions She Was Married Before 2001 Ceremony	Dallas, Deanna, TK Forlondo Interfere w/ Christie's Sale AG Claims Right to Declare Heirs Distribute James Brown Assets (Aug 10, 2008)
		Phil Farr Understates Income on Tax Returns by \$3 million per Year (2003-2006)							
Buchanan/Pope Attorney General								\$5 Million Check to Nobody Discovered Sept 2007 AG Enters To Protect Needy Students	AG Opposes Filing New Cheaters Appraisal on WS-TV, with Record of Delays 120-90 Tuesday Special Aug 12, 2008 AG Assumes Control Stand Down Email Appoints Bauknight Jan 2009 Bauknight Recommends AG's Settlement
Bauknight			Deanna/Yamma Sue James Brown					James Brown Dies Dec 25, 2006	Brown #11 Forbes Top Earning - \$5 Million Dead Celebrities - \$5 Million Elvis #12 Bob Marley #12 Brown Discusses Estate Plan with Tommie Rae & 6 Named Children Ray Charles Foundation \$49,462,261
Cannon & Dallas		James B. Born	Brown/Hynie Ceremony	Harland Howard Dies	Ray Charles Dies				Forlondo/Bell Sue to Reinstates Cannon/Dallas Settling Parties Refuse Tax Meeting with Sellers Michael D. IRS \$434.4 Harland Howard
Other Events									Forlondo & Bell Grievances and
* Ellison Thomas Chart									
	2000	2001	2002	2003	2004	2005	2006	2007	2008 21