

**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**

RECEIVED

MAY 28 2020

SC Court of Appeals

Appellate Case No. 2019-000362

Adele J. Pope, Appellant,

v.

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

**SUPPLEMENT TO RECORD ON APPEAL
(Pages 3042-3198)**

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Counsel for Respondents

**Supplemental Index to Record on Appeal
Appellate Case No. 2019-000652**

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STATE OF SOUTH CAROLINA
COUNTY OF RICHLAND/AIKEN
IN THE COURT OF COMMON PLEAS

FORM 4

JUDGMENT IN A CIVIL CASE

CASE NO. 2010-CP-40-4900/2013-CP-02-1337

Adele J. Pope

v.

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

2010-CP-40-4900.

Adele J. Pope

v.

Estate of James Brown, Deceased, and the James
Brown 2000 Irrevocable Trust.

2013-CP-02-01337

Submitted by:

Attorney for : ☐ Plaintiff ☐ Defendant
or
☐ Self-Represented Litigant

DISPOSITION TYPE (CHECK ONE)

- ☐ **JURY VERDICT.** This action came before the court for a trial by jury. The issues have been tried and a verdict rendered.
- ☒ **DECISION BY THE COURT.** This action came to trial or hearing before the court. The issues have been tried or heard and a decision rendered.
- ☐ **ACTION DISMISSED (CHECK REASON):** ☐ Rule 12(b), SCRPC; ☐ Rule 41(a), SCRPC (Vol. Nonsuit); ☐ Rule 43(k), SCRPC (Settled); ☐ Other .
- ☐ **ACTION STRICKEN (CHECK REASON):** ☐ Rule 40(j), SCRPC; ☐ Bankruptcy; ☐ Binding arbitration, subject to right to restore to confirm, vacate or modify arbitration award; ☐ Other
- ☐ **DISPOSITION OF APPEAL TO THE CIRCUIT COURT (CHECK APPLICABLE BOX):**
☐ Affirmed; ☐ Reversed; ☐ Remanded; ☐ Other

NOTE: ATTORNEYS ARE RESPONSIBLE FOR NOTIFYING LOWER COURT, TRIBUNAL, OR ADMINISTRATIVE AGENCY OF THE CIRCUIT COURT RULING IN THIS APPEAL.

IT IS ORDERED AND ADJUDGED: ☐ See attached order (formal order to follow) ☒ Statement of Judgment by the Court: Based on the facts and arguments presented, the Motion to Consolidate 2010-CP-40-4900 with Adele Pope v. Est. of James Brown, et al., case number 2013-CP-02-1337 is hereby DENIED.

ORDER INFORMATION

This order ☐ ends ☒ does not end the case.

Additional Information for the Clerk :

INFORMATION FOR THE JUDGMENT INDEX

Complete this section below when the judgment affects title to real or personal property or if any amount should be enrolled. If there is no judgment information, indicate "N/A" in one of the boxes below.

Judgment in Favor of (List name(s) below)	Judgment Against (List name(s) below)	Judgment Amount To be Enrolled (List amount(s) below)
		\$ 718.16
		\$ 12.00
		\$ 12.00

If applicable, describe the property, including tax map information and address referenced in the order:

The judgment information above has been provided by the submitting party. Disputes concerning the amounts contained in this form may be addressed by way of motion pursuant to the SC Rules of Civil Procedure. Amounts to be computed such as interest

Tommy
Circuit Court Judge

0136
Judge Code

July 15, 2016
Date

For Clerk of Court Office Use Only

This judgment was entered on the 18 day of July, 2016 and a copy mailed first class or placed in the appropriate attorney's box on this 18 day of July, 2016 to attorneys of record or to parties (when appearing pro se) as follows:

see list

ATTORNEY(S) FOR THE PLAINTIFF(S)

ATTORNEY(S) FOR THE DEFENDANT(S)

[Signature]
CLERK OF COURT

Court Reporter:

STATE OF SOUTH CAROLINA

COUNTY OF AIKEN

ADELE J. POPE,

Plaintiff

VS.

ESTATE OF JAMES BROWN AND THE
JAMES BROWN 2000 IRREVOCABLE
TRUST,

Defendant.

IN THE COURT OF COMMON PLEAS
SECOND JUDICIAL CIRCUIT

CASE NO. 2013-CP-02-1337

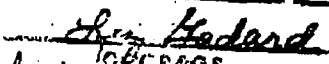
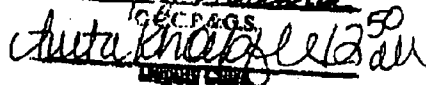
ORDER DENYING PLAINTIFF'S
MOTION TO ALTER OR AMEND THE
ADMINISTRATIVE ORDER
AND CONFIDENTIALITY ORDER

After careful review, I have found no error of law and respectfully deny the Plaintiff's Motion to Alter or Amend the Administrative Order and Confidentiality Order. I hereby stand by the prior Order.

AND IT IS SO ORDERED.


Honorable Doyet A. Early III
Presiding Circuit Court Judge

September 21, 2016
Bamberg, South Carolina

FILED 9.23.16

CLERK OF COURT

DEPUTY CLERK

STATE OF SOUTH CAROLINA

COUNTY OF AIKEN

Adele J. Pope,

Plaintiff,

v.

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

Defendants.

IN THE COURT OF COMMON PLEAS

Case pending in Aiken County
No. 2013-CP-02-1337

**ORDER GRANTING
MOTION FOR PROTECTIVE ORDER
AS TO DEPOSITION AND
DOCUMENTS OF ROBERT COOK**

This Court heard arguments concerning the Motion for Protective Order of Robert Cook in Bamberg on May 1, 2017. After reviewing the memoranda submitted regarding the motion and considering the arguments, this Court grants the Motion for Protective Order of Robert Cook, Solicitor General as to the documents on his privilege log. Deposition objections in the Cook deposition are preserved, but they do not need to be addressed in that none of the questions, objections and responses during the deposition show that Mr. Cook withheld any testimony on the basis of the properly asserted privileges.

The following case law regarding attorney-client privilege and work product privilege is applicable to the documents on the Cook privilege log.

"The attorney-client privilege protects against disclosure of confidential communications by a client to his attorney." *State v. Owens*, 309 S.C. 402, 407, 424 S.E.2d 473, 476 (1992). "This privilege is based upon a wise policy that considers that the interests of society are best promoted by inviting the utmost confidence on the part of the client in disclosing his secrets to this professional advisor...." *Id.* In *State v. Doster*, this Court explained the attorney-client privilege as follows: "(1) Where legal advice of any kind is sought (2) from a professional legal adviser in his capacity as such, (3) the

communications relating to that purpose (4) made in confidence (5) by the client, (6) are at his instance permanently protected (7) from disclosure by himself or by the legal adviser, (8) except the protection be waived."

Tobaccoville USA, Inc. v. McMaster, 692 S.E.2d 526, 529-30, 387 S.C. 287, 293 (2010).

As stated in *In re Grand Jury Proceedings #5 impaneled January 28, 2004*, 401 F.3d 247, 250 (4th Cir., 2005) regarding work-product:

Opinion work product, which does contain the fruit of an attorney's mental processes, is "more scrupulously protected as it represents the actual thoughts and impressions of the attorney." *In re Grand Jury Proceedings*, 33 F.3d at 348. Because the work product privilege protects not just the attorney-client relationship but the interests of attorneys to their own work product, *Hickman*, 329 U.S. at 511, the attorney, as well as the client, hold the privilege. (emphasis added)

See also, *Washington v. Follin*, 2016 WL 1614166, at *15 (D.S.C., 2016).

Emails, notes and other writings that are the subject of this Motion would be exempt under the above authority and as set forth below in *Washington v. Follin*, 2016 WL 1614166, at *12 (D.S.C., 2016):

Having conducted an independent in camera review of these items, the Court agrees with the Magistrate Judge's determination. The documents contain "the mental impressions, conclusions, opinions, or legal theories of" SCAG's attorneys (primarily Burchstead) concerning the criminal prosecution of Plaintiff. Fed. R. Civ. P. 26(b)(3)(B); see generally *Republican Party of N. Carolina v. Martin*, 136 F.R.D. 421, 429 (E.D.N.C. 1991) ("The writing of an attorney is a 'mental impression' of that attorney. An attorney's legal 'impressions' and 'theories' include his tactics, strategy, opinions, and thoughts. Opinion work product doctrine material also includes materials reflecting an attorney's legal strategy, intended lines of proof, and evaluation of the strengths and weaknesses of his case." (internal citations omitted)). Both the Magistrate Judge and the Court "must protect against disclosure of" such opinion work product under Federal Rule of Civil Procedure 26(b)(3)(B).

The Court quoted *Hickman v. Taylor*, 329 U.S. 495, 510-11 (1947), as follows

[I]t is essential that a lawyer work with a certain degree of privacy, free from unnecessary intrusion by opposing parties and their counsel....Were [the attorney's work product] open to opposing counsel on mere demand, much of what is now put down in writing would

remain unwritten. An attorney's thoughts, heretofore inviolate, would not be his own. Inefficiency, unfairness and sharp practices would inevitably develop in the giving of legal advice and in the preparation of cases for trial. The effect on the legal profession would be demoralizing. And the interests of the clients and the cause of justice would be poorly served." The Court finds SCAG met its burden to show the work-product privilege provides protection for the categories of materials containing opinion work product.

2016 WL 1614166, at *15. The Court in *Washington* applied the privilege to handwritten notes, post-it notes, intra-office emails and other writings. *Id.* At *16 and note 42.

Most of these emails concern two periods, the time just before and after case 4900 was filed, and the time when the Petition for Rehearing was prepared and filed in *Wilson v. Dallas*. They involved intra-office communications of counsel on those cases and circulate drafts pertaining to those meetings. Certainly, intra-office communications regarding the initiation of the suit and related events would be confidential communications of counsel for the Attorney General to the extent he is named as a party in this case. The same would be true of emails regarding the Petition for Rehearing and would encompass attachments to both groups of emails including, but not limited to draft Petitions.

Although most emails are intra-office, any emails with Alan Medlin or other counsel for the settling parties, including those emails set forth in strings, would be subject to common interest privileges.¹ As explained in *Tobaccoville USA, Inc. v. McMaster*, 692 S.E.2d 526, 529-30, 387 S.C. 287, 293 (2010):

The common interest doctrine is not a privilege in itself, but is instead an exception to the waiver of an existing privilege. The doctrine "protects the transmission of data to which the attorney-client privilege or work product protection has attached" when it is shared between parties with a common interest in a legal matter. John Freeman, *The Common Interest Rule*, 6 S.C. Law. 12 (May/June 1995). It is an exception to the general rule that disclosure of privileged information waives the applicable privilege. In re Grand Jury

¹ The extent of the common interest privilege was explained by Sonny Jones in Day 3 of his deposition at pages 15 - 25, 84 and 85. Addendum to Memorandum at pp. 64 - 74, 84 & 85.

Subpoenas, 902 F.2d 244, 248 (4th Cir.1990). Thus, information covered by the common interest doctrine cannot be waived without the consent of all parties who share the privilege. *Id.*

Although the Supreme Court accepted the common interest doctrine for the "narrow factual scenario where several states are parties to a settlement agreement," the doctrine clearly applies to discussions among settling parties in the instant case including any such emails included in the log or in the strings associated with the emails listed.

For the foregoing, reasons, IT IS ORDERED that the Motion for Protective Order of Robert Cook be granted as to the documents on his privilege log as set forth above. The privilege objections made in his deposition are preserved, but the transcripts show that he did not withhold any testimony pursuant to the objections.

AND IT IS SO ORDERED.

June 6, 2017
Bamberg, South Carolina


DOYET A. EARLY, III
PRESIDING JUDGE

STATE OF SOUTH CAROLINA

COUNTY OF AIKEN

Adele J. Pope,

Plaintiff,

v.

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

Defendants.

IN THE COURT OF COMMON PLEAS

Case pending in Aiken County
No. 2013-CP-02-1337

**ORDER GRANTING
MOTIONS FOR PROTECTIVE ORDER
AS TO DOCUMENTS OF
OF CREIGHTON WATERS
AND SANDRA MATTHEWS**

This Court heard arguments concerning these motions in Bamberg on May 1, 2017. After reviewing the memoranda submitted regarding the motions and considering the arguments, this Court grants the Motions for Protective Orders of Creighton Waters, Assistant Deputy Attorney General, and Sandra Matthews, Auditor for the Office of the Attorney General, as to the documents on their privilege logs. No privilege objections were made during the depositions of Ms. Matthews and Mr. Waters.

THE WATERS DOCUMENTS ARE PRIVILEGED

Only the following three items are on the Waters log:

1. Memorandum from Creighton Waters to File 3.14.12 Re David Cannon reconsideration Work Product (W/P) and Attorney Client (A/C) Privileged.
2. Email 11.7.11 Cook to McIntosh re Cannon restitution. W/P and A/C privileged
3. Email 2.29.12 Waters to Brian Petrano, Assistant Attorney General, re guilty plea reconsideration. W/P and A/C privileged.

Item 1 would be Mr. Waters' own work product. *In re Grand Jury Proceedings #5*

WME
#1

Empanelled January 28, 2004, 401 F.3d 247, 250 (4th Cir., 2005)(“The work product privilege protects an attorney's work done in preparation for litigation.”). The emails would also be covered under this privilege and attorney-client privilege. *Tobaccoville USA, Inc. v. McMaster*, 692 S.E.2d 526, 529–30, 387 S.C. 287, 293 (2010)(“The attorney-client privilege protects against disclosure of confidential communications by a client to his attorney.”). Communications among staff lawyers of the Office of the Attorney General would certainly be covered by attorney-client privilege.

THE MATTHEWS DOCUMENTS ARE PRIVILEGED

The log references only spreadsheets prepared for Sonny Jones. (Log and list, *infra*, Addendum pages 32 and 33). Ms. Matthews explained in her deposition that she merely scheduled bank records and that she was not investigating anyone's actions. “The work product exemption applies not only to documents generated by the attorney, but to memos, reports, notes, and summaries of interviews prepared by others for an attorney's use.” *In re Bloomfield Mfg. Co.*, 977 S.W.2d 389, 392 (Tex.App. San Antonio, 1998). Clearly, these spreadsheets are subject to work product privileges.

For the foregoing, reasons, IT IS ORDERED that the Motions for Protective Order of Creighton Waters and Sandra Matthews be granted as to the documents on their privilege logs as set forth above.

AND IT IS SO ORDERED.

June 6, 2017
Bamberg, South Carolina


DOYET A. EARLY, III
PRESIDING JUDGE

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	SECOND JUDICIAL CIRCUIT
COUNTY OF AIKEN.	)	
Adele J. Pope,	)	Case No.: 2013-CP-02-1337
Plaintiff,	)	
v.	)	ORDER GRANTING PARTIAL
	)	SUMMARY JUDGMENT
Estate of James Brown and The James	)	
Brown 2000 Irrevocable Trust,	)	
Defendants.	)	

This matter came before the Court on August 15, 2017, on Plaintiff's Motion for Partial Summary Judgment and Defendants' Motion for Summary Judgment.

Based on the arguments of counsel, affidavits and depositions filed with the Court, it is ORDERED, ADJUDGED AND DECREED:

1. Judgment for Plaintiff against Defendants in connection with her claim for Special Administrator fees pursuant to the Probate Code, in the amount of \$47,972, with interest at the rate of 8 3/4% from March 8, 2008, until paid in full in hereby GRANTED.
2. Plaintiff's Motion for Partial Summary Judgment as to her claim for partial Personal Representative/Trustee commissions of \$1,473,550, with interest, under the January 8, 2008, Order, and Defendants' Motion for Summary Judgment are hereby DENIED.

AND IT IS ORDERED.

The Honorable Doyet A. Early, III
Resident Judge, Second Judicial Circuit

Aiken, South Carolina
August , 2017



Aiken Common Pleas

Case Caption: Adele Jeffords Pope VS James Estate Of Brown , defendant, et al

Case Number: 2013CP0201337

Type: Order/Other

So Ordered

s/D.A. Early III 2136

Electronically signed on 2017-08-16 15:08:41 page 2 of 2

STATE OF SOUTH CAROLINA

COUNTY OF AIKEN

HENRY DARGAN McMASTER, in his
capacity as Attorney General of the State of
South Carolina; DARYL J. BROWN, on behalf of
his minor children, LINDSEY DELORES
BROWN and JANISE VANISHA BROWN;
DEANNA J. BROWN THOMAS, on behalf of her
minor children, JASON BROWN LEWIS;
YAMMA N. BROWN, on behalf of her minor
children, SYDNEY LUMAR, CARRINGTON
LUMAR, and TONYA BROWN; VANISHA
BROWN; and LARRY BROWN; TOMMIE RAE
HYNIE BROWN; JAMES JOSEPH
BROWN II, through his Guardian Ad
Litem

Petitioners,

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., individually and
as (purported) 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. PARRIS; LARHONDA PETIT,
JEANETTE MITCHELL and RUSSELL L.
BAUKNIGHT

Respondents.

) IN THE COURT OF COMMON PLEAS
) SECOND JUDICIAL CIRCUIT

Case No.: 08-CP-02-1647

(On removal to Circuit Court from
Probate Court 07-ES-02-0056)

OFFER OF COMPROMISE

FILED

4-6-2009

Lisa L. Leland
C.P. & G.S.

Aneta Knoepfle 830
Deputy Clerk

TO: PLAINTIFFS NAMED ABOVE AND THEIR ATTORNEYS

Pursuant to South Carolina Code §15-35-400, Rule 68 of the South Carolina Rules of
Civil Procedure, and all other applicable law, Defendants Robert L. Buchanan, Jr. and Adele J.
Pope proffer an Offer of Judgment in the above-referenced matter as set out below:

If, pursuant to said rule and law, the Offer is not timely accepted and the judgment

against said Defendants is less than the above proffer, said Defendants shall seek from Plaintiffs all expenses and costs, including attorneys' fees, under South Carolina Code §15-35-400, Rule 68 of the South Carolina Rules of Civil Procedure, and all other applicable law.

CAPTION OF FINAL ORDER OF JUDGEMENT

The Caption as contained in the Order of Judgment shall be corrected to correct misspelled names; to confirm that Daryl Brown and other Brown children are Individual Parties to this action; to designate Defendants Cannon, Dallas and Bradley as "Former", rather than "purported" and to remove the term "purported" as it relates to Defendants Buchanan and Pope.

[The corrected caption is not a requirement of the offer.]

CONTENTS OF ORDER

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

This Order resolves all issues raised in this case:

1. The action to remove Robert L. Buchanan, Jr. and Adele J. Pope as Personal Representatives and Trustees is hereby dismissed.
2. The Last Will and Testament of James Brown dated August 1, 2000 shall be formally admitted to probate, but subject to the modifications set out below:
 - a. The Personal and Household Effects (PHE) to which the 6 children are entitled under Item I of the Will shall consist of the current contents of Beech Island and the assets on loan to museums. Deanna Thomas shall take possession of the Beech Island contents for safekeeping on behalf of the 6 children on or before May 1, and shall immediately deliver a receipt for same.
 - b. The first sentence of Item II of the Will is amended to so that after amendment it shall read:

Subject to subparagraph (3), below, I give and devise the rest, residue and remainder of my property as follows:

(1) Fourteen (14%) percent to be divided equally among Daryl, Terry, Larry, Venisha and James II Brown, Deanna Brown Thomas and Yamma Brown Lumar, all of whom are declared to be acknowledged children of James Brown.

[An additional One (1%) percent to James II upon receipt of official DNA confirmation by May 1, 2009. Provided, however, failure to elect this provision shall not be deemed to create any presumption or inference affecting his status as an acknowledged child for all purposes.]

(2) The Remainder [either 85% or 86% percent] to the James Brown 2000 Irrevocable Trust created on August 1, 2000 prior to the execution of this Will . . .

(3) All amounts otherwise payable to James Brown II shall be paid to a conservator or Trustee nominated by his mother and acceptable to the Court.

3. GAL and attorneys' fees and costs for James II shall be charged to his share as a priority expense of administration, in a reasonable amount to be set by the Court upon presentation of Affidavits and/or other documentation.

4. The permanent resignations of Messrs Cannon, Dallas and Bradley as set out in the August 10, 2007 Order in Case 122 shall remain in full force and effect.

5. Robert L. Buchanan, Jr. and Adele J. Pope shall continue to serve as PRs and Trustees, and their actions to date are ratified and confirmed.

6. Effective upon entry of this Order, Louis Levenson, if his clients consent in writing to such service, shall serve as Special Administrator, to cooperate and assist the PR/Trustees with marshaling and managing assets and litigation, including but not limited to, implementation of the CORBIS settlement; selecting a recipient of the Right of First Offer; due diligence regarding a potential asset sale; and related TIAA and Pullman matters.

7. Except as set out herein, and subject to payment of the claims set out below, the Last Will and Testament of James Brown dated August 1, 2000 shall remain in full force and effect, including its tax apportionment provisions.

8. The Court specifically finds that all challenges to the validity of the James Brown 2000 Irrevocable Trust and its subtrusts, the Brown Family Education Trust and the James Brown "I Feel Good" Trust are barred by applicable statutes of limitation and should be dismissed. All challenges thereto should be dismissed.

9. Upon receipt of the Estate Tax Closing letter, after disclosure to the IRS of the final Order approving this settlement; payment or provision for all debts, taxes and expenses of administration; final resolution of the Forlando Brown Federal Suit, including the counterclaim; and final resolution of the Cannon and Dallas/Bradley appeals, Robert L. Buchanan, Jr. and Adele J. Pope shall resign as Trustees (and PRs if appropriate) and appoint as Successors:

- a. Deanna J. Brown Thomas (to fill a seat to be held by, or permanently reserved for, a member of the Brown family);
- b. A competent, independent South Carolinian appointed by the Attorney General of South Carolina; and
- c. A competent, independent South Carolinian appointed by a majority of the then-existing Advisory Board, which currently consists of Dr. Leonard McIntyre; Dr. Ann Carmichael; Ms. Inez Tenenbaum; Judge Walter Williams; and Coach Larry Campbell.

10. 430 Douglas Drive, Beech Island shall be sold, absolutely as is, to DEANNA BROWN THOMAS for \$925,307, or other(s) if not closed by May 1, 2009, as set out the PR/Trustees' Memorandum dated March 27, 2009.

11. In complete settlement of all claims and rights each may have in and to the Estate and Trust, and paid prior to the final residuary distributions set out above, the following shall be Offered, and paid if timely accepted as part of this Offer:

- a. Seven (7%) percent of the residue to Tommie Rae Hynie in exchange for relinquishment of all claims she may have in, to and/or against the Estate, the Trust and any Brown Entities.
- b. Ten Thousand (\$10,000.00) Dollars and recognition that she is child of James Brown as contemplated under current Federal Copyright Law, to each of Cinnamon N. Parris, Jeanette Mitchell and LaRhonda Pettit, in full settlement of all claims and/or demands each shall have against Estate/Trust.

12. The *In Terrorem* clauses of the 2000 Will and Trust shall not be enforced against

persons who immediately ratify in writing the 2000 Will and 2000 Trust, as modified by this Order.

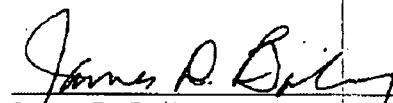
9. All assets other than Beech Island and Geronimo, LLC shall, for accounting purposes, be treated as Estate assets unless objected to by the Attorney General of South Carolina, or if a different ownership is clearly established..

10. A 6-months' Right of First Offer with exclusive due diligence period for a potential sale of the bulk of the Estate/Trust Assets shall be granted as soon as reasonable, but within 30 days, with any one or more person(s) procuring a buyer who actually closes entitled to a finder's fee, up to a total of 2%, as agreed by the PR/Trustees or approved by Probate Court.

11. All parties shall execute such additional documents as are reasonable requested to carry out the terms of this Order.

AND IT IS SO ORDERED.

Respectfully submitted,


James D. Bailey
Law Office of James D. Bailey, PC
100 Park Avenue SW
PO Box 2376
Aiken, South Carolina 29802
Telephone: 803-648-9529
Facsimile: 803-642-6041

Attorneys for Defendants Robert L.
Buchanan, Jr. and Adele J. Pope,
individually and as Personal Representatives
of the Estate of James Brown and Trustees
of the James Brown 2000 Irrevocable Trust

March 31, 2009

STATE OF SOUTH CAROLINA

COUNTY OF AIKEN

HENRY DARGAN McMASTER, in his
capacity as Attorney General of the State of
South Carolina; DARYL J. BROWN, on behalf of
his minor children, LINDSEY DELORES
BROWN and JANISE VANISHA BROWN;
DEANNA J. BROWN THOMAS, on behalf of her
minor children, JASON BROWN LEWIS;
YAMMA N. BROWN, on behalf of her minor
children, SYDNEY LUMAR, CARRINGTON
LUMAR, and TONYA BROWN; VANISHA
BROWN; and LARRY BROWN; TOMMIE RAE
HYNIE BROWN; JAMES JOSEPH
BROWN II, through his Guardian Ad
Litem

Petitioners,

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., individually and
as (purported) 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. PARRIS; LARHONDA PETIT,
JEANETTE MITCHELL and RUSSELL L.
BAUKNIGHT

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

CERTIFICATE OF SERVICE

FILED 4-6-9 2009
Liz G. Gaid
CLERK C.P. & G.S.
Anita Knoepfle 830
Deputy Clerk

I, Kevin F. Rinehart, hereby certify that on the 1st day of April, 2009, I caused a copy of the OFFER OF COMPROMISE to be served on the following parties or their counsel by depositing a copy in the United States mail, first-class postage prepaid, addressed to them as shown below:

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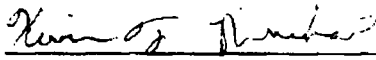
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1st day of April, 2009

 (L.S.)
Notary Public for South Carolina
My Commission Expires: 7/13/16

W. Thomas Ellison - Direct Examination by Mr. Newsome

1 field.

2 MR. NEWSOME: Thank you, Your Honor.

3 BY MR. NEWSOME:

4 Q Let me ask you, Mr. Thomas, have you had the
5 opportunity to review the probate accountings that Ms. Pope
6 filed in this estate?

7 A Yes.

8 Q Okay. And let me ask you, have you prepared any
9 summaries of her accountings?

10 A Yes.

11 Q Okay. And is that what Slide 1 here represents?

12 A Yes, sir.

13 Q Okay. If you will, please explain to the Court
14 what this -- this spreadsheet does?

15 A Sure. This is basically the cash flow --

16 THE COURT: Basically what?

17 THE WITNESS: It's, I'm sorry, I'll try to speak
18 up.

19 THE COURT: Well you've got a problem. You've got
20 a lawyer over there, a judge, Ms. Pope's husband and --
21 well y'all -- we all -- I'm not going to say hearing
22 impaired, but you have to speak up for us.

23 THE WITNESS: Okay. So what I've basically done is
24 taken the first three probate accountings that were filed
25 and I think they were -- and it's on the prior slide, but

W. Thomas Ellison - Direct Examination by Mr. Newsome

1 it was Number 1, 1A. And then one was called final with --
2 I think it had some disclaimer on it as well. But the --
3 the period that is being done is from 11/22 to 11/07 --
4 mean 11/22/07 to 5/22/09. And that was the dates that the
5 -- there were transactions in those three probate
6 accountings.

7 So on the left-hand side you can see a date and
8 then there's a description, a reference number when there
9 was one, a column called receipts, a column called
10 disbursements, and then the running total. So this is to
11 take a look, if you will, at the daily running balance or
12 the running balance per transaction for the items that went
13 through the checking account that, my understanding, that
14 Ms. Pope had.

15 Q Okay. And what is the beginning cash? What is
16 that?

17 A Beginning cash, I've got it in the receipt column
18 because it's -- this is a little bit unusual, but anyway,
19 the beginning cash is what she started with. So it came
20 from the prior PR's and trustees.

21 Q Okay. And let's see, how do you want to walk
22 through this?

23 A Well, if you just go down by slide, the only
24 observation I would have is that you see the running cash,
25 so if you keep going and you get to about March of 2008 --

Bradley Sharp - Direct Examination by Mr. Williams

1 MR. BUNDY: Thank you, Your Honor.

2 BY MR. WILLIAMS:

3 Q Mr. Sharp, I was -- if you can remember or I can
4 restate the question?

5 A I remember.

6 Q Okay.

7 A The value was approximately \$84 million which I
8 understand was derived based on the application of a
9 simplistic formula that reflected an applied multiple of --
10 or an applied range of multiples from 12 and a half to 14
11 times, which were applied to one year of publishing
12 royalties based on five year average, 50 percent of 2006
13 gross known performance contracts less the deduction of an
14 assumed outstanding debt balance of \$15 million.

15 Q Okay. In your entire experience have you ever seen
16 this type of valuation formula utilized?

17 A No, I have not. In my experience this type of
18 valuation formula has not been applied to value
19 intellectual property of this type.

20 Q Okay. And let's talk about what it is about this
21 formula that you've never seen before. Can you start with
22 the first -- there's two parts to it, right? The multiple
23 and then the performance revenue; is that correct?

24 A Yeah. To take it step by step, number one, she has
25 a derived range of valuation multiples of 12 and a half

Louis Levinson - Cross-Examination by Mr. Silvernail

1 If that's the question you're asking me, that's
2 what I understood. And there was some other lawsuit in
3 federal court in South Carolina that sought to enjoin
4 something while Dallas, Cannon -- no, while Dallas and
5 Bradley sought to be reinstated.

6 Q Is that last suit you're referring to the case
7 filed by Forlando Brown in early 2008?

8 A I think so.

9 Q And in addition to those, isn't it correct that
10 there were also pending contests to the validity of
11 Mr. Brown's 2000 will and 2000 Irrevocable Trust by your
12 clients and separately by Ms. Tomi Rae Hynie?

13 A By the end of 2006, yes. Those would have been
14 filed because there was the statute about to run, so in
15 2008 -- am I right? Yes. That's right. In 2008 that
16 would have existed, that's right. By that point the
17 caveats would have been filed, yes.

18 Q And so in early 2008, Ms. Pope and Mr. Buchanan --
19 Judge Buchanan, rather, were operated in a world where the
20 documents under which they served were being contested by a
21 number of people, where their authority was being
22 challenged by a number of people, where the permanence of
23 their appointment was being challenged by at least some
24 people. Is that fair to say?

25 A I didn't write that down. The only people who were

Louis Levinson - Cross-Examination by Mr. Silvernail

1 challenging their authority were Dallas and Bradley, to my
2 knowledge. If that's your question. My clients never
3 challenged their authority pursuant to the appointment of
4 this Court after November 20th, 2007.

5 Q I'm asking generally. We have many people and many
6 lawsuits at this point. This point being --

7 A Well, my clients --

8 Q -- early 2008?

9 A -- never challenged their authority to serve until
10 the settlement agreement was approved by this Court in 2009
11 and it was only pursuant to the statute that said they
12 would have to sign the settlement agreement and be replaced
13 by the named successors.

14 Q But in early 2008, there were challenges to their
15 appointment, generally?

16 A The answer to that question is if you consider the
17 ludicrous claims by Dallas and Bradley to withdraw a
18 voluntary resignation in the face of being removed for
19 cause to be a challenge, yes.

20 Q And Ms. Pope and Mr. -- Judge Buchanan faced
21 opposition from the attorney general, as well, didn't they?

22 A Yes.

23 Q Basically from their appointment forward?

24 A The basis of that was different, but yes, sir, that
25 is correct.

Louis Levinson - Cross-Examination by Mr. Silvernail

1 Q But regardless of the basis, lack of authority to
2 act is lack of authority to act, correct?

3 A Yes, sir. You're correct.

4 Q And the challenges to the documents under which
5 they served called into question who the ultimate
6 beneficiaries of any of this property would have been,
7 didn't they?

8 A Yes, but that's -- yes. But as I've said,
9 Mr. Silvernail, that's really not the province -- I mean
10 this is my opinion, and I understand I defer to the Court.
11 That's --

12 Q Well, I don't --

13 THE COURT: Hold on, he can answer the question.

14 THE WITNESS: But that is not the province of the
15 PR's to -- that is not their fight. They were not the
16 chosen PR's by the deceased and the argument that I
17 understand and I know this is about fees; the argument is
18 they spent X number of hours and X number of millions of
19 dollars of the estate's time. There is a limit in this
20 context of the value of the estate to how much money should
21 be spent defending an estate plan when there are other
22 people out there fighting it for or against my clients.

23 And that's -- that's the grievance that I think
24 troubled me and created the discord in the context also of
25 the settlement agreement.

Louis Levinson - Cross-Examination by Mr. Silvernail

1 This Court approved the settlement agreement. This
2 Court appointed Ms. Pope and Judge Buchanan. It just
3 strikes me as odd that -- and inconsistent with their
4 appointments to challenge the Court that appoints them when
5 this Court decides to approve a settlement.

6 Now, I realize this settlement was reversed under
7 the grounds. I'll grant you that. But that wasn't the
8 issue raised in this Court when we went through the
9 approval process hearings in 2009.

10 BY MR. SILVERNAIL:

11 Q Mr. Levinson, I think in our talk about the
12 Christies sale, I understood you to say that the PR's and
13 trustees at the time, regardless of the mandatory court
14 order, should have done something different from what they
15 did. Is that a fair summary?

16 A No, not they should have. They could have, is what
17 I'm saying. I understand they asked for approval. They
18 got approval and the order is very specific that it's a
19 mandate. So I agree with you... But before doing that,
20 there probably were some turns that could have been taken
21 that would have avoided that.

22 Q But approved is approved?

23 A Yes, sir.

24 Q And so also just to contextualize what we've
25 arrived at a moment ago, and I understood you to take issue

Louis Levinson - Cross-Examination by Mr. Silvernail

1 with the level of defense Judge Buchanan and Ms. Pope gave
2 the estate plan. You have, throughout your involvement in
3 this, represented individuals who contested the estate
4 plan, correct?

5 A Until that issue was settled; that is correct.

6 Q And so you were representing folks who were
7 fighting the documents Ms. Pope and Judge Buchanan were
8 appointed to defend?

9 A We've had this -- you may -- if you're asking it in
10 a slightly different way, I'll answer it the same way. I
11 don't believe that it was Mr. Buchanan and Ms. Pope's duty
12 to defend Mr. Brown's estate plan. Now, I may be wrong,
13 but that is my opinion.

14 I could give you all kinds of chapter and verse on
15 it, but I just don't think that that was their duty and
16 certainly not in some interpretation of that duty to an
17 unlimited financial extent as a charge on the estate.

18 Q Take a look at Tab 28, the April 1st order we were
19 just looking at. Take a look at page 5 with me.

20 A 28, page 5?

21 Q Yes.

22 A Yes, sir, I got it. I'm looking at it. I know
23 what you're going to ask me about, so go ahead and ask me.

24 Q I appreciate that. We still want to get it in the
25 record.

Louis Levinson - Cross-Examination by Mr. Silvernail

1 A Go right ahead.

2 Q Would you publish into the record the last sentence
3 that appears on that page?

4 A Those contesting the estate plan must not be
5 allowed to control the pursestrings of the PR/Trustees.

6 Q This would be another finding of this Court?

7 A Yes. May I also read that the Court finds the
8 PR/Trustees under Franklin versus Chavis have the right to
9 raise all funds necessary for a reasonable defense of the
10 estate plan. That is the pivotal issue when you, one as a
11 fiduciary you're not spending your own money. You're
12 spending someone else's money. Therefore, you must balance
13 the cost of the defense against the benefit to the estate,
14 likelihood of success. It is not an absolute mandate that
15 you spend -- that you defend the estate to its last dollar.

16 And that is, I think -- I think Judge Early's order
17 is a correct interpretation of the duty, which is, it must
18 be evaluated in the context of a lot of circumstances.

19 Q Under James Brown's 2000 will and 2000 Irrevocable
20 Trust --

21 A Yes.

22 Q -- your clients collectively, but maybe differently
23 among them received Mr. Brown's tangible or I believe it
24 was called personal and household effects in that document,
25 correct?

Louis Levinson - Cross-Examination by Mr. Silvernail

1 A Could you say that again? I'm sorry.

2 Q Your clients who were designated as children of
3 James Brown under his 2000 estate plan received his
4 personal and household effects?

5 A Yes, sir, that's correct.

6 Q Your clients who were designated as grandchildren
7 as defined in those documents received an interest in a \$2
8 million education fund?

9 A That is correct again.

10 Q And those two things under that estate plan were
11 collectively all your clients got?

12 A Correct. If that will was admitted to -- accepted
13 as the final will of Mr. Brown, that's correct.

14 Q And then the vast bulk of the estate or trust as
15 pulled together under those documents went to a charitable
16 trust, correct?

17 A That's also correct.

18 Q If your clients were all heirs of James Brown and
19 were successful in voiding those documents and achieving an
20 intestacy, they would have received a substantial portion
21 of his property, wouldn't they.

22 A They would have received their intestate shares.
23 That's right.

24 Q And, of course, exactly what that is would depend
25 on how many total children there are and whether there's a

Louis Levinson - Cross-Examination by Mr. Silvernail

1 spouse?

2 A And the spouse issue was very much also in the mix
3 of that conversation, yes.

4 Q And so, your clients were contesting a plan that
5 left them a minority share to better their on financial
6 position, correct?

7 A That is correct. And I don't apologize for
8 advancing any interests to better their position.

9 Q We all litigated some will contests, Mr. Levinson.
10 But I want to clarify exactly what context your testimony
11 comes in.

12 A Okay.

13 Q Your clients were attacking the estate plan.
14 Ms. Pope and Judge Buchanan were defending the estate plan?

15 A Correct. But there is a difference. My clients
16 knew what the facts were and Ms. Pope and Mr. Buchanan did
17 not. They knew what the factual basis was for attacking
18 the will because they knew intimately that the people who
19 were around their dad exploited him, him Mr. Brown,
20 unmercifully and Mr. Buchanan and Ms. Pope did not know
21 that. And there inlay the -- the nucleus of the
22 disagreement between them. Them meaning my clients and
23 Ms. Pope and Judge Buchanan. And they're not supposed to
24 know what my clients know because they weren't intimately
25 involved in it.

Louis Levinson - Cross-Examination by Mr. Silvernail

1 THE COURT: Talking to Mr. Bundy.

2 MR. WILLIAMS: Yeah.

3 THE COURT: Go ahead.

4 MR. WILLIAMS: We have copies of it and I can enter
5 it into the record.

6 THE COURT: What is it. Tell me first of all.

7 MR. NEWSOME: It's case 322, Your Honor.

8 MR. WILLIAMS: It's the state court 322. It's the
9 Adele Pope and Bob Buchanan against David Cannon, Albert
10 Dallas, Alfred Bradley, Joel Kass, GT, Enterprise Bank, all
11 of those.

12 THE COURT: Do you have a copy over there?

13 MR. WILLIAMS: Yes. I've got my own notes, would
14 you like --

15 THE COURT: Well, just let me look at it and we'll
16 make it a part of the record. I'll make it a Court's
17 record.

18 (Retrieving the document and handing it to the
19 Court.)

20 THE COURT: All right. Let's move along.

21 BY MR. SILVERNAIL:

22 Q Mr. Levinson, all of these actions you were just
23 referring to or all these allegations in case 322, arrived
24 as a place where Cannon, Dallas, and Bradley ended up with
25 James Brown's money, correct?

Louis Levinson - Cross-Examination by Mr. Silvernail

1 A If Dallas, Cannon, and Bradley had willingly
2 abdicated their interest in making that claim, they would
3 have. It's possible, but since I know that Dallas, Cannon,
4 and Bradley continued to claim against, at least
5 Mr. Bauknight, amounts that they claim were due under a
6 number of imaginative theories, I don't think that was
7 likely to happen. That they would abandon their claim up
8 to 50 percent interest for their services as trustees of
9 the charitable trust.

10 Q Wouldn't you agree with me that there is a factual
11 distinction between unduly influencing someone to obtain
12 their money or property and unduly influencing someone to
13 put almost all their property in a charitable trust that
14 you managed?

15 A I would agree. It's a substantive difference, yes.

16 Q And so these were not exactly the same allegations
17 in case 322 as in your lawsuit?

18 A But in fairness, by the time -- by the time of
19 Mr. Brown's death, they had already raped his personal
20 assets to the tune of \$15 or \$20 million.

21 Q I --

22 A And mostly from Mr. Cannon, from what I can tell,
23 through a variety of methodologies, but -- but -- but
24 nonetheless, there were significant payouts to everyone.
25 So -- so that was only done because in my view and from the

Jonas E. Herbsman - Cross-Examination by Mr. Bundy

1 rehabilitated by being shot --

2 A Uh-huh.

3 Q -- et cetera. Okay. Your rate is \$550 an hour,
4 right?

5 A No, it's 500, just increased to 525 or so.

6 Q 525, so you don't get -- you don't command the kind
7 of fees your colleague in Los Angeles gets of 700?

8 A I did realize this morning I should --

9 Q You did?

10 A -- raise my rates, yeah.

11 Q Maybe it's time to raise your rates, don't you
12 think?

13 A Yeah.

14 MR. NEWSOME: We object, Your Honor.

15 THE COURT: To the raising right now?

16 BY MR. BUNDY:

17 Q I think it was Mr. Sharp is that his name?

18 A I'm not sure.

19 Q You're not sure.

20 A Yeah.

21 Q He was -- he couldn't remember how many hours he
22 had worked. Can you?

23 A I can, yes.

24 Q Okay. That lower rate, I guess, it's easier to
25 remember.

Jonas E. Herbsman - Cross-Examination by Mr. Bundy

1 A As of --
2 Q How much have you been paid?
3 A Not including December, I've worked about 50 hours.
4 Q 50 hours?
5 A Yeah, I bill monthly, so I haven't done the
6 December bills yet --
7 Q Okay.
8 A -- so, yeah the time is done, but I haven't added
9 it up yet.
10 Q All right. And I believe you were provided
11 documents to review?
12 A I was.
13 Q Have you looked and reviewed any deposition
14 testimony?
15 A I'm sure I did.
16 Q Can you tell me which depositions?
17 A I reviewed Mr. Bauknight's deposition. I reviewed
18 Bob, I'm sorry I'm forgetting his last name.
19 Q Buchanan?
20 A Buchanan. Thank you. Two depositions of his. I
21 reviewed my own deposition. And I think those may have
22 been -- oh, and Ray Gonzales. I think I reviewed Ray
23 Gonzales's deposition.
24 Q Have you reviewed any trial transcripts? Did you
25 review Ms. Pope's transcript of her testimony at the trial

Jonas E. Herbsman - Cross-Examination by Mr. Bundy

1 of this matter earlier?

2 A I don't recall if I did exactly.

3 Q In the documents that you did review which were
4 provided to you, what was the representation made to you,
5 if anything, about those documents? As a whole?

6 A I don't think any specific representation was made.
7 They were given to me as documents to review in connection
8 with --

9 Q Did you request any --

10 A The record --

11 Q -- additional documents once you reviewed those
12 documents?

13 A I did not.

14 Q Okay. And the decision to decide what documents to
15 send you was made by whom?

16 A I don't know who made the decision. I only know
17 who sent me the documents.

18 Q It wasn't you?

19 A No, I wouldn't have knowledge of what the documents
20 were. I was provided with a printout of a list of
21 documents that accompanied what it was that was sent to me,
22 but I didn't choose what documents were sent to me.

23 Q You had an index?

24 A Right.

25 Q Of documents?

Jonas E. Herbsman - Cross-Examination by Mr. Bundy

1 Q Okay. In the documents you were given, were you
2 given the entire closing documentation for the Pullman or
3 Bowie Bond?
4 A No.
5 Q Okay. So -- and so then you don't know what was in
6 that information?
7 A Correct.
8 Q And you don't know that, in fact, Ms. Pope studied
9 that document from end to end? You can't deny that, can
10 you?
11 A Whether she studied or not wasn't what I was
12 opining on.
13 Q Okay. Okay. Well, you're familiar with Bowie
14 Bonds --
15 A Yes.
16 Q -- right?
17 Have you ever closed one of those?
18 A I haven't, but I have clients who have.
19 Q Okay. And typically that would be a pretty large
20 closing document, would it not?
21 A Correct.
22 Q Okay. Because you've got -- if it's a \$25 million
23 loan and you got twenty New York lawyers working on it,
24 they at least are going to create a lot of paper if nothing
25 else, right?

Jonas E. Herbsman - Cross-Examination by Mr. Bundy

1 A I don't know how many work on it, but --

2 Q Okay. And so part of the things you would expect
3 in that documentation would be a list of all the
4 copyrighted songs that were being put up as collateral,
5 would you not?

6 A I would expect there could be some reference to
7 what the copyrights are, but the songs that are being put
8 up for collateral don't necessarily comprise the entire
9 universe of songs that are available. It depends on what
10 -- it depends on what the terms of the bond are.

11 Q Exactly. And if the terms of the bond are 850
12 copyrights, you'd expect to have each one of them listed in
13 that bond somewhere. With some attachment?

14 A If someone's doing their work.

15 Q Okay. So if, in fact, that was in those documents
16 and you weren't provided them, that would allow you to
17 testify that you saw no evidence that Ms. Pope was aware of
18 how many copyrighted songs there were, right?

19 A I didn't say that Ms. Pope wasn't aware of how many
20 copyrighted songs there were.

21 Q Have you ever -- you're not a litigator, are you?
22 You're not a trial lawyer?

23 A I'm not.

24 Q Okay. Have you ever turned down the representation
25 of a client who had an estate they wanted -- a music estate

Jonas E. Herbsman - Cross-Examination by Mr. Bundy

1 Q Dallas and Bradley resign, Buchanan and Pope
2 appointed.

3 A Understood. But before that date, they were --
4 while they weren't the PR, they were the special
5 administrator, and so my understanding from what you said
6 is their obligations, their duties -- no, their rights to
7 make decisions were limited, but their obligation was to
8 oversee and report. So one would have thought that in that
9 earlier period they should have said, you know, no one's
10 minding the store. You need to go find somebody
11 appropriate.

12 Q Well, why don't we both just refer and rely on what
13 the document says signed by Judge as to what they could and
14 could not do instead of you and I speculating.

15 A Well, I asked you, but you haven't told me what the
16 duties of the special administrators were specifically, so
17 I'm -- I'm at a little bit of -- you know what they were,
18 but I'm at a little bit of a loss because I don't know how
19 they were delineated.

20 Q Right. And you were never provided that document
21 so you weren't able to make that conclusion or look at that
22 when you gave your expert opinion?

23 A My expert opinion was as to once they were
appointed as a PR.

25 Q Okay.



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Jonas E. Herbsman - Cross-Examination by Mr. Bundy

1 BY MR. BUNDY:

2 Q Okay. A total of how many experts in your opinion
3 should have been hired?

4 A I didn't add up a number. Some of the things that
5 I mentioned, the same person could have done multiple of
6 those -- of those things.

7 Q As I recall -- you finished? I'm sorry. You done?

8 A Yeah.

9 Q As I recall direct examination there were at least
10 ten to twelve topics that were discussed, I think. Things
11 that experts should have looked at, correct? That sound
12 about right?

13 A It's possible. I didn't add it up.

14 Q And of those ten to twelve, how many would it take
15 to get those ten to twelve done? One person?

16 A No, there are people who do the financial side of
17 things and there are people that do the legal side of
18 things and there are people who do the marketing and the
19 music side -- you know, this music from a -- when I say
20 music, the --

21 Q Let's do it this way then.

22 A -- exploitation.

23 Q Hypothetically they come to -- they make the right
24 decision and find their way to your office?

25 A Uh-huh.

Jonas E. Herbsman - Cross-Examination by Mr. Bundy

1 Q And since it's James Brown, you would say I'll do
2 it on a contingency, no problem. Don't need to know
3 anything else except it's James Brown?

4 A Right.

5 Q All right. Tell me what roles -- who you -- who
6 you would -- what expertise you would have provided and
7 what additional experts would have been required.

8 A Okay. So the comments about trademark, copyright
9 review, contract review, that would have been within the
10 purview of what I would do.

11 Q Okay.

12 A The issues regarding royalties, making sure that
13 royalties have been being paid and valuation, that would
14 have been an accountant.

15 Q Okay.

16 A It's possible that you need a -- two accountants
17 because the valuation expert is -- is a fairly specialized
18 area. There are people who do both.

19 But there are three. All right?

20 And then a fourth person who understands the
21 marketing of how this all works. The person who's out
22 there doing the exploitation aspect of things.

23 Q What about the memorabilia? Who handles that?

24 A Well, memorabilia, you're engaging a third party to
25 deal with. You talking about the sale that went on?

Jonas E. Herbsman - Cross-Examination by Mr. Bundy

1

1 not do anything else. Did you understand that to be the
2 case?

3 A I actually haven't seen the piece of -- I don't
4 recall seeing the piece of paper. I understand -- when you
5 say stand down and not do anything, is that when she was
6 removed as PR?

7 Q She was told to stand down by the attorney general
8 of the State of South Carolina.

9 A And so I don't -- I'm not quite clear on what the
10 phrase stand down means. What it, don't do anything else,
11 don't manage the estate, don't take care of anything, just
12 let it all sit there and deteriorate?

13 Q Correct. Because we've reached -- we've reached a
14 settlement agreement and I'm the attorney general of the
15 State of South Carolina and now --

16 MR. NEWSOME: Your Honor, he's stating things that
17 aren't in evidence that aren't facts.

18 THE COURT: Sustained. That's -- refer to the
19 order where she was --

20 MR. BUNDY: I'm sorry, Your Honor?

21 THE COURT: -- her status was changed.

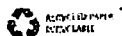
22 MR. BUNDY: I can't hear you.

23 THE COURT: Just refer to the order when her status
was changed. The attorney general didn't --

24
25 ///



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Laura Woolley - Direct Examination by Mr. Williams

1 Brown's Christies auction?

2 A It's pretty -- but it's actually --

3 MR. BUNDY: Objection, Your Honor. I don't know
4 what that means.

5 THE COURT: I don't either.

6 MR. WILLIAMS: All right.

7 BY MR. WILLIAMS:

8 Q What -- Ms. Woolley, what was your professional
9 opinion with respect to the James Brown auction at
10 Christies?

11 A It's actually -- it's --

12 Q The catalog?

13 A Yeah, I remember the day I received it and I
14 remember being kind of blown away at how poorly presented
15 the property was. I thought it was the worse catalog I'd
16 ever seen. Mainly because there's no information with any
17 of the lots to give it any historical context.

18 Q Okay. What do you mean by that? Can you give us
19 an example?

20 A Yes. For instance, if you or I owned anything in
21 this catalog, it wouldn't be worth much. There's not
22 anything in here that's -- I don't know, incredibly
23 intrinsically valuable object. The value of all this
24 property really derives from the fact that it's owned by
25 James Brown. For instance, there's an auction we did for

Laura Woolley - Direct Examination by Mr. Williams

1 Barbara Streisand that had a piece that hung in her
2 apartment in New York that was just a painted wooden letter
3 A and it would have been a \$20 to \$30 item if I owned it.

4 We put it in originally 2- to \$300 until I -- we
5 discovered that it actually was the A that she used to tell
6 her friends she dropped from her name early on in her
7 career. And so because of that cute little story, which we
8 put in to the auction catalog, that piece ended up selling
9 for \$8,750.

10 Q Okay.

11 A So having the story behind it, obviously gives it
12 some kind of interesting context. I always say that we're
13 kind of in the business of selling stories in my field
14 because none of the stuff that we often deal with that
15 sells for the most amount of money is really that valuable
16 outside the context of it.

17 Michael Jackson's Thriller jacket that sold for
18 \$1.8 million is maybe a \$300 jacket. But without those
19 stories, you're losing all the punch behind this stuff.

20 Q Okay.

21 MR. BUNDY: If I may, Your Honor, I would object
22 and move to strike the testimony.

23 This apparently is a criticism of Christies without
24 the appropriate foundation that Ms. Pope or Judge Buchanan
25 prepared this document. I don't see whether -- there's no

Laura Woolley - Direct Examination by Mr. Williams

1 THE WITNESS: Well, from all the documents that
2 I've read through, it appears as though there was some
3 pressure put on Christies to perform in a quick manner
4 because there needed to be an auction rather quickly from
5 Ms. Pope.

6 MR. BUNDY: Move to strike.

7 BY MR. WILLIAMS:

8 Q Is that your opinion to a reasonable degree --

9 MR. BUNDY: Excuse me, move to strike. Pressure
10 from whom? I --

11 THE COURT: You're going to get to cross-examine
12 her.

13 MR. BUNDY: All right, sir. I understand but I'm
14 trying to protect my record.

15 BY MR. WILLIAMS:

16 Q Is that your opinion to a reasonable degree of
17 professional certainty?

18 A Yes.

19 Q Okay. And here's the last piece of this. If the
20 auction -- have you done an analysis of what a properly
21 staged auction could have generated for the estate?

22 MR. BUNDY: Objection.

23 THE COURT: Sustained.

24 BY MR. WILLIAMS:

25 Q I'm going to hand you what's been identified --

Adele Pope - Cross-Examination by Mr. Newsome

1 THE COURT: All right. The question is okay. The
2 answer is what?

3 THE WITNESS: Gosh, I wonder if it's going to be
4 responsive.

5 THE COURT: I don't know.

6 THE WITNESS: Okay.

7 So what we learned, it was something called MFN,
8 Most Favored Nation, which told us that this particular
9 clearance nobody's going to get a better deal than James
10 Brown. And so on a moderate size deal that was going to be
11 over in three months, I mean if somebody says we want to do
12 this for Australia from March to July, I mean you're going
13 to get that deal or you're not going to get that deal. You
14 might be able to negotiate, but we don't have any money to
15 pay Ray, so it's not going to hurt if we get it at best.

16 So we tried to take a practical approach that we
17 needed to. We asked to -- you know, we tried to ask all
18 the right questions and if there was anything that looked
19 like it had a potential long term issue, we would contact
20 Ray, but we tried on a day-to-day basis just to say, do you
21 think this is a good idea? If you do, why. And then do
22 it. Because so many of those clearances were just for
23 short term things.

24 And if I can explain that. If you get --

25 Q Let me ask the next question and then you can

Adele Pope -- Cross-Examination by Mr. Newsome

1 explain.

2 Okay. So you had no music experience prior to this
3 estate, correct?

4 A I had never been involved in something like what I
5 was involved in.

6 Q There --

7 A I had music -- some music experience. I wouldn't
8 say music business experience. I had none of that.

9 Q Okay. And you've never been hired to be a music
10 manager for a worldwide empire like the estate of James
11 Brown, correct?

12 A No.

13 Q Okay. And so how would you know whether you needed
14 to involve somebody with experience --

15 A Well --

16 Q -- if you had none?

17 A -- we got our guidelines. We understood our
18 guidelines from Ray.

19 And what happened, if somebody sent you an e-mail
20 and says we want to do a three month radio commercial in
21 New Zealand that we'll pay you \$30,000 for and they say
22 we'll give you MFN -- and I did not know that term until I
23 got started, but that term did turn out to be important.
24 It means nobody is going to get paid more than James Brown.

25 So what -- so we learned from Ray and from the

Adele Pope - Cross-Examination by Mr. Newsome

1 publishers that if -- if it was a short term, you weren't
2 going to lose anything if you -- if they took it. Then --
3 and they were going to give you higher than they were going
4 to give anybody else, which was also important to James
5 Brown. Then -- that would mean if they're using two or
6 three people, nobody's going to be paid more than James
7 Brown.

8 Then you just accept it. And we regularly chatted
9 with Ray; not about each one because as I said we did about
10 200 clearances during that period and we, as you know,
11 brought in 2.1 million the first semester of 2009, showing
12 that stopping the stealing and managing -- dealing with
13 these clearances the way we did was working out.

14 Q You think that was a good result? 2.1 million?

15 A I think for one semester it was -- considering --
16 considering what else was going on, I think 2.1 -- for the
17 copyrights alone -- now, we should have been bringing in a
18 couple million a year for the publicity rights, but we were
19 stopped from doing that. But I think 2.1 on 50 million is
20 a 4 percent return. And this is not even getting started
21 yet.

22 We certainly did not want to stop there, but it was
23 a fair start considering all the problems.

24 Q But how would you --

25 THE COURT: Who stopped the copyright efforts?

Adele Pope - Cross-Examination by Mr. Newsome

1 THE WITNESS: The attorney general constantly
2 stopped -- stopped -- they didn't interfere too much with
3 the clearances until August 10, 2008. But on August 10,
4 2008, they said stop administering the estate. Stop doing
5 everything. And so we were in peril then. We -- we
6 couldn't -- but we weren't -- and then they filed a lawsuit
7 in November of '08 saying we should not be able to act at
8 all. November of '08. But they had told us to stop
9 administering the estate on August 12, 2008.

10 BY MR. NEWSOME:

11 Q So it's your testimony when you got a phone call
12 saying stop administering, you just stopped administering?

13 A No. It's -- it's been my constant testimony that
14 we did not stop the clearances, but we certainly could not
15 -- we -- it kept us from doing everything else creative.
16 That's why just a month after we were told to stop
17 administering the estate, we said, please, everybody, let's
18 get together just as the letter said yesterday, let's get
19 together and find someone -- let's mutually agree we want
20 this enterprise to grow no matter who gets it and we
21 couldn't get any response. Not from the attorney general,
22 not from the tax lawyers, not from the settling parties,
23 not from anybody.

24 Q So you never considered hiring Ray Gonzales or
25 another qualified music manager on a deferred-pay basis.

Adele Pope - Cross-Examination by Mr. Newsome

1 did you?

2 A As I've just said, Ray was on a deferred basis and
3 if you represent -- if you are a PR. and -- and you in good
4 faith engage a person, you ought to be able to expect that
5 they will be paid. We knew that that was not going to be
6 the case with the attorney general and with Mr. Bauknight.
7 We knew it and they weren't paid. The people we engaged to
8 pay modestly were not paid.

9 So -- so, we did what was appropriate under these
10 very inappropriate circumstances. And the very
11 inappropriate interference of the attorney general.

12 Q You were acting as --

13 THE COURT: Before you ask the next question --

14 MR. NEWSOME: I'm sorry.

15 THE COURT: -- remind me about the November 8 suit
16 that the AG's office filed.

17 THE WITNESS: Okay. Your Honor, they announced the
18 settlement on August 12th of 2008. It was made on August
19 10, 2008 without our knowledge. Then shortly after that,
20 we were contacted and asked to join the attorney general in
21 a lawsuit to get rid of Cannon and Dallas. And we said, of
22 course, we want to get rid of Cannon and Dallas, but they
23 have appeals up in Court of Appeals, so we can't -- we
24 don't think that it would be appropriate to bring a suit in
25 the probate court now. We don't think they would have

Adele Pope - Cross-Examination by Mr. Newsome

1 jurisdiction.

2 So the attorney general went ahead and brought a
3 suit to get rid of Cannon and Dallas and that suit was
4 filed -- I mean I may be a day or two off, but in September
5 20th or something like that, of 2008. And --

6 THE COURT: But I thought your testimony is they --

7 THE WITNESS: They did --

8 THE COURT: -- sued you --

9 THE WITNESS: -- but it takes a minute.

10 THE COURT: Okay, I'm sorry.

11 THE WITNESS: I'm sorry. It's complicated, I
12 apologize.

13 THE COURT: No, ma'am. Go ahead.

14 THE WITNESS: The suit did not ask for approval of
15 the settlement was just was -- with the attorney general
16 against Cannon and Dallas to get rid of them, but it
17 referenced the settlement. So Mr. Buchanan and I moved to
18 intervene because we were the PR's and trustees. And
19 within the 30 days of that suit being filed, which would
20 have been either October or November, I can look and tell
21 Your Honor. But there was an amended complaint, you know
22 how you can amend within the 30 days.

23 And all of a sudden, all the settling parties show
24 up as plaintiffs in addition to the attorney general and
25 we're defendants in addition to Cannon and Dallas and

Adele Pope - Cross-Examination by Mr. Newsome

1 they're asking to enjoin us from doing anything and replace
2 us.

3 THE COURT: Okay. Thank you.

4 BY MR. NEWSOME:

5 Q Tell us -- who was Julia, the intern?

6 A That's Julia foster. She's a lawyer with White --
7 no, she's not now. I don't know exactly -- she is a
8 lawyer, but I don't know where she is. I think when I gave
9 my testimony, she was a lawyer with the White firm. And
10 she was, at the time, a law student at the College of
11 Charleston, and I believe that we found her through
12 Professor Spitz.

13 Q Okay. This was an unpaid intern?

14 A Yes. They called it extern. But she was. She was
15 a law student and she arranged with Professor Spitz to do
16 an externship to help us on termination and copyright
17 issues and she was quite good. She had -- she was very
18 interested in music and I think she had worked for
19 LiveNation. I can't say for sure, but I'm pretty sure she
20 had worked for LiveNation.

21 Q You never went through an RFP process to find a
22 qualified expert to manage the music, did you?

23 A I'm sorry?

24 Q You never went through a request for proposal
25 process to try to find a qualified music manager to manage

Adele Pope - Cross-Examination by Mr. Newsome

1 lifting the stay and to have this heard. And everybody
2 knew that, that my claim was earning \$133,000 a year in
3 interest. And so really what should have happened in 2009,
4 that should have happened. So this never should have been
5 anything more than, we'll determine what you were owed as
6 of May 26, and if we want to we'll wait until the
7 conclusion. And in fact, the record will show that's
8 exactly what Bob Buchanan and I asked the judge to do back
9 in the summer of -- of -- in the Summer of '09. Because in
10 March of '09, James B. had filed a petition to review our
11 compensation.

12 And -- and I would ask the Court to look at this
13 record because our answer was this: Judge, please either
14 look at the record and determine our fee based solely on
15 the record or let's wait until the end because we're too
16 busy saving this charity. But when the estate took over,
17 if they had determined either Bob or I was not owed any
18 portion of the claim we made, all they had to do was
19 disallow it. And it could have been heard in 2009, but let
20 me tell you what happened.

21 That didn't happen. Instead, a year later in a
22 court where they knew that the Court was wholly unfamiliar
23 with the work we had done, a suit was filed against Mr.
24 Buchanan and me, not for the benefit of the estate -- this
25 is very important -- but for the benefit of the James Brown

Adele Pope - Cross-Examination by Mr. Newsome

1 Legacy Trust, the attorney general's new entity. And his
2 new charity, which he didn't even -- hadn't even formed
3 yet.

4 So that suit was brought in another court because
5 they knew Judge Early knew what good work we had done. And
6 they knew -- they being the James Brown Legacy Trust which
7 had a dozen Nexsen Pruet lawyers working for them starting
8 one month after the settlement. They brought it not for
9 the benefit of the estate now, but for the benefit of all
10 of Tomi Rae, the Levinson clients, Terry, and the attorney
11 general's new charity.

12 And then they waited until May 29, of 2013, the
13 very day that Mr. Levinson and Tomi Rae announced to Judge
14 Early, which he had forgotten by 2015, but did announce in
15 open court their intention to reinstate the settlement
16 which had dismembered the "I Feel Good" Charity, May 29,
17 2013, you handed me the disallowance. You once again
18 claimed that I had valued the assets wrong in the
19 disallowance, something you could have cleared up back in
20 2009, but didn't.

21 All right. Then, if -- from there, I asked for
22 summary judgment. And you remember what your summary
23 judgment response was? We can't decide what Ms. Pope is
24 owed until case 4900 is over. Now, back then you said you
25 didn't know what was going on in 4900, but you just knew

Adele Pope - Cross-Examination by Mr. Newsome

1 that you couldn't pay me because the judgment that the
2 estate might have against me could be larger than even my
3 little \$47,000 dollars SA fee.

4 So back in 2014, you told Judge Early she's not
5 entitled to summary judgment not even on her little SA fee
6 and the judge didn't grant anybody any summary judgment.
7 2014, it could have all been resolved back then.

8 So then -- so then, we come up and my lawyer tells
9 me -- and now that -- we got to talk about it, my lawyer
10 tells me they don't want an offer just to settle this case.
11 They want -- you got to -- you got to give up your claim
12 against Tomi Rae.

13 Well, I didn't give up my claim against Tomi Rae.
14 Tomi Rae sued me. I didn't sue her. I never sued her. I
15 don't give up my claim against the James Brown Legacy
16 Trust. I never sued the legacy trust. It sued me.

17 But I was told by my lawyer that he was told that I
18 had -- that there was no use to bother to make an offer
19 unless I was willing to let everybody in this other suit
20 go. I thought that that was not very appropriate because I
21 honestly thought that Mr. Bauknight had told the Court --
22 in fact, he did tell the Court in March of 2013, I can
23 change gears. I can protect the James Brown 2000 Trust
24 now. But he hadn't done it.

25 And so -- so this offer was -- I would -- you and I

Adele Pope - Cross-Examination by Mr. Newsome

1 could have settled my little commission claim on any day of
2 the week since 2009. But you want me to -- you want me to
3 help the attorney general with their announced intention to
4 disregard Wilson versus Dallas. So that's what I have to
5 say about that. I don't want anything in this case except
6 my fair commission and --

7 Q The \$19 million, right?

8 A Not from the estate, no, you're wrong. Huh-huh,
9 you're wrong.

10 I don't want it from the estate. I want it from
11 Tomi Rae and the James Brown Legacy Trust and the attorney
12 general of South Carolina and the other people who sued me.
13 I don't want it from the estate.

14 Q Okay.

15 A I -- if, if --

16 Q It certainly appears like you're trying to get \$19
17 million from this charity. And I don't understand --

18 A Well, it --

19 Q -- how you can save a charity by you getting \$19
20 million?

21 A Well, it may appear that way to you. It may appear
22 that way to you, but it's not. Actually look at it.

23 \$10 million to the Pope Brown Foundation. Poor
24 James Brown. They are going to take his charity again.
25 But not me. If I get some money, I'm going to put 10

Adele Pope - Cross-Examination by Mr. Newsome

1 million in the Pope Brown Foundation and I am going the
2 give out scholarships with James Brown's name on them And
3 it just happens to be named the Pope Brown Foundation
4 It's a good name. That's not -- my own husband -- a
5 foundation that my own husband is involved in.

6 Q But not James Brown's foundation. It would not go
7 to James Brown's foundation, correct?

8 A Neither does that lawsuit. Not a penny of that
9 lawsuit --

10 THE COURT: All right. All right.

11 THE WITNESS: -- against me in 2010 goes to James
12 Brown's 2000 Trust. Not a penny. Not a penny.

13 BY MR. NEWSOME:

14 Q And then just a little ole 9 million to you? Is
15 that correct?

16 A That would not be enough for the plaintiffs in --
17 in that other case, which I thought we weren't talking
18 about to pay me. You know, if I was selfish, I would want
19 Tomi Rae to be the widow now because she's moved to England
20 and I have jurisdiction over her. So I didn't sue her. I
21 didn't have a fight with her. She sued me. So did the
22 James Brown Legacy Trust represented by you and eleven
23 other Nexsen Pruet lawyers and Mr. Wingate, in an illegal
24 lawsuit which the attorney general, if you'll read his
25 deposition, did not authorize.

Adele Pope - Cross-Examination by Mr. Newsome

1 The governor says Ms. Pope, I did not sue you. The
2 record is -- is upsetting to say the least.

3 MR. NEWSOME: Your Honor, that might be a good time
4 to break for lunch, a little after one.

5 THE COURT: All right. We'll start back at 2:40.

6 What was that last exhibit number?

7 THE COURT REPORTER: 87.

8 THE COURT: Okay. All right. Let me see y'all
9 back here just a second so we can talk about the distance.

10 (A recess for lunch was observed.)

11 THE COURT: You may begin.

12 MR. NEWSOME: Thank you, Your Honor.

13 BY MR. NEWSOME:

14 Q Ms. Pope, you -- we were talking about JBE, Inc. I
15 believe you testified it was a C corporation; is that
16 correct?

17 A Yeah, that's my recollection.

18 Q And you served on the board of directors of that
19 corporation; is that correct?

20 A Well, we -- we appointed ourselves directors of
21 that, I think on November 20th of 2007, yes.

22 Q Okay. And you were -- you said you were sure that
23 Bill Sellers filed an extension in time to file that
24 return; is that correct?

25 A I am reasonable -- I am sure that Bill filed

Adele Pope - Cross-Examination by Mr. Newsome

1 whatever he needed to file.

2 Q Okay. When would it have been due with the
3 extension?

4 A Well, I'm not sure. I don't know whether it was
5 three months or four months after it. But, you know, we
6 heard some talk about that through testimony. Bill would
7 know, I didn't. Nobody asked him that question.

8 Q So when the extension ran out, you didn't file a
9 tax return on time, did you?

10 A We didn't, but we were in communication with both
11 the IRS and the South Carolina Department of Revenue and
12 the attorney general and the settling parties and
13 Mr. Sellers had resigned. So there we were.

14 Q So if the return was due March 15th --

15 A Uh-huh.

16 Q -- of '08, when did he resign?

17 A Well, he let us know as soon as the settlement
18 happened that he would do the estate tax return and nothing
19 else. But as of August 12th 2008, the attorney general had
20 said I'm taking over and I've settled it.

21 Q So if your accountant resigns, does that alleviate
22 the personal representative of the duty to file an income
23 tax return?

24 A You know, that's an interesting question, but we
25 have the issue of the attorney general having substituted

Adele Pope - Cross-Examination by Mr. Newsome

1 his judgment for ours.

2 Q Can you answer my question first and then explain
3 your answer?

4 A The answer is under these circumstances, I'm not
5 sure whether the obligation was the attorney general -- I'm
6 pretty sure the obligation was the attorney general's.

7 Q Okay. Can you cite to the Court any case --

8 A Right.

9 Q -- any where, where a PR no longer has a duty to
10 file income tax returns and it shifts to an attorney
11 general?

12 A Well, Wilson versus Dallas, which said he took
13 effective -- he assumed the right to take effective
14 control, not only of the charitable assets, but the non
15 charitable assets. So that's my only citation. There is
16 --- there is a Utah decision under the United Efforts Party
17 where the attorney general of Utah took over the United
18 Efforts Trust, which was a charitable trust run by the
19 Mormon -- I'm sorry, the Mormon Fundamentalists Religion,
20 the FLDS and in that case -- which by the way, ran for
21 years and years and recently was resolved in about 2017 --
22 but in that case, the attorney general of Utah had taken
23 over the FLDS and the -- I believe it was the Utah Supreme
24 Court held that he had to pay a \$5 million payment because
25 he had taken over.

Adele Pope - Cross-Examination by Mr. Newsome

1 I think the issue -- I think it was a property tax
2 issue, but it was definitely a tax issue that the state of
3 Utah was liable. They may have gotten paid back at some
4 point. But there is some precedent, but not much because
5 it's -- I've never known this to happen nationwide except
6 in the FLDS and the attorney general of South Carolina.

7 Q But do either one of those talk specifically about
8 the PR filing tax returns?

9 A Well, the -- not exactly that way, but what they
10 said the obligation transferred to the person who usurped
11 the power of the trustees.

12 Q To file tax returns?

13 A Well, I don't know how -- again, just sitting here,
14 I think the FLDS was a property tax issue, but I'm not
15 sure. I do know that they were required to pay \$5 million
16 for something. The State of Utah. But I don't -- I
17 couldn't say that they specifically said that, but you
18 asked me did I have any precedent for it and the precedent
19 is that -- these small number of cases, Wilson versus
20 Dallas and the FLDS case that say where you -- where an
21 attorney general usurps the power of the trustees, he picks
22 up the liability.

23 And our code does also -- the probate and trust
24 code also have that same concept. If you step in and take
25 over, the executor de son tort concept. So there's some --

Adele Pope - Cross-Examination by Mr. Newsome

1 I have some notion for it. And it's particularly when the
2 PR is saying do something, do something, get an accountant,
3 you know, so I do have some theory to that. It's a very
4 difficult issue and, you know, the attorney general just
5 messed up everything without thinking about these issues.

6 Q So you were the PR until you were removed on May
7 26th of '09, correct?

8 A At least until then.

9 Q Okay. And so the tax return was due at least nine
10 months before that, wasn't it?

11 A Well, again, we had an accountant. He said he was
12 going to resign. He was appointed by Judge Early. Nobody
13 came forward. We -- we -- the record is just chock full of
14 attempts to get the attorney general and the settling
15 parties to deal with these terrible tax issues that were
16 caused by the take over of the attorney general and he
17 wouldn't deal with them. And neither would Heywood Carter,
18 and neither would the five tax lawyers that -- that they
19 told Judge Early they didn't even need an accountant
20 because they had the finest tax minds in America.

21 Q But they weren't the PR, were they? That was you;
22 isn't that true?

23 A That is the issue. That Wilson versus Dallas said
24 no. You stepped in and you then you took over the
25 operation of both the charitable and the non charitable

Adele Pope - Cross-Examination by Mr. Newsome

1 enough to make me feel like I have served James Brown well.
2 I know I have already, but -- and so that had nothing to do
3 with this little claim case.

4 This little claim case could have been settled long
5 ago. You know it. You've wasted millions of dollars
6 wanting to continue to discredit me. It was not necessary.

7 Q That settlement offer you made to try to create
8 another James Brown trust, is that not really you trying to
9 continue to be trustee for James Brown?

10 A Absolutely not. It is for me to honor someone who
11 has been destroyed by the attorney general of South
12 Carolina, twelve lawyers at Nexsen Pruet, the Wingate firm,
13 and misleading one of the most able circuit judges we have.

14 Q If you would, Ms. Pope, I just want you to publish
15 this paragraph that we're talking about, please, in this
16 Supreme Court order --

17 THE COURT: What is she publishing from, please?

18 MR. NEWSOME: I'm sorry, Your Honor. This is a
19 Supreme Court order, June of 2015.

20 THE COURT: Thank you.

21 MR. NEWSOME: That she was testifying about.

22 THE WITNESS: May I put in the report from which
23 this resulted? Because the report is a problem. May I put
24 it -- may I put it into evidence, Your Honor?

25 THE COURT: I don't have any objection.

Adele Pope - Cross-Examination by Mr. Newsome

1 sorry. I'm reading the wrong paragraph. If I could start
2 over.

3 Mr. Buchanan and Ms. Pope were sued in Richland
4 County 2010CP404900. Mr. Buchanan settled the case against
5 him for \$500,000, which resolved all claims either side had
6 against the other in case number 10CP404900 in Richland
7 County and all Aiken County matters. He does go on to
8 enclose the settlement, but that statement makes it sound
9 like Bob Buchanan paid somebody a half million dollars and
10 that was absolutely false. And the only reason
11 Mr. Buchanan accepted that was he was financially desperate
12 and -- and the discredit to that fine man was worse than to
13 discredit to me.

14 And then -- and then the judge -- the Court asked
15 Judge Early, have you heard anything about settlements.
16 That was one of the questions asked of Judge Early. And I
17 don't want to misspeak, so I want to find in here what he
18 said about that. Because there was no transcript of May
19 29th, 2013.

20 He said -- oh, he said in here, I find -- found by
21 far Mr. Bauknight was by far the most qualified, had more
22 knowledge about the estate than anyone, had led the estate
23 from the brink of insolvency to retain over 14 million on
24 the Pullman Bond debt 7 years ahead of schedule.

25 That debt, even before applying the -- the escrow

Adele Pope - Cross-Examination by Mr. Newsome

1 was only 11 million 3 when we left office. Our accounting
2 shows that. But remember, this is -- this is May of 2015
3 and Mr. Buchanan and I have been shut out of all of the
4 hearings. So that was incorrect.

5 And then he praises Mr. Bauknight for all he's
6 doing while Mr. Bauknight is paying \$30,000 a month to
7 Peter Afterman who is helping Tomi Rae siphon off the
8 copyrights from 90 copyrights between 2015 and 2023. He's
9 -- he's working for her. He's soliciting Levinson clients
10 and he's being paid \$30,000 a month by you -- by
11 Mr. Bauknight; \$30,000 a month. But Mr. Bauknight's by far
12 the most qualified. And Mr. Bauknight is spending tens of
13 millions of dollars from a \$6.5 million trust and estate,
14 but he's by far the most qualified.

15 BY MR. NEWSOME:

16 Q Well. And so 30 --

17 A Wait, no, no, I'm not through.

18 Then he finds about Tressa Hayes and Jim Bailey
19 that their fees were reasonable, but you didn't pay them
20 what they were due. You paid them half of what they were
21 due. That little modest fee, you paid them half of it.
22 But I didn't have a voice, a say, in this. This was two
23 years after I lost my voice.

24 And then, as I said, I'm not sure of his -- the
25 judge criticizes me for filing hundreds of pages of

Adele Pope - Cross-Examination by Mr. Newsome

1 attachments to a filing which he required me to file in
2 July of 2013, whereas Ms. -- your expert, criticizes me for
3 not giving adequate documentation to the Court. And then
4 as I said, he says, but she appears to have claimed in
5 excess of \$2 million for SA fees for service through May
6 26, 2007.

7 And then -- okay. The order requesting this status
8 report inquired whether any proposed settlement agreement
9 has been submitted to the Court. The answer is an
10 unequivocal no. No lawyer, party, or anyone else has
11 discussed, mentioned, suggested, or inquired of me anything
12 about a settlement. Neither am I aware of any rumor or
13 courthouse talk of any proposed settlement.

14 Now, this is two years after Mr. Levinson and
15 Mr. Medlin stood up in court and said we want to go
16 in-camera and redo the settlement the Supreme Court had
17 just voided.

18 Now, in light of that -- in light of that, what the
19 Court told the -- what Judge Early, by being misled, told
20 the Supreme Court about me, I'm not surprised at the order.
21 I am heartbroken about it, but I'm not surprised.

22 Q It seems like what's sad is that no scholarships
23 have been paid 9 years after this case was settled; isn't
24 that true?

25 A That's what I'm sad about. Because the day after

Adele Pope - Cross-Examination by Mr. Newsome

1 the remittitur came down, the attorney general of South
2 Carolina began working to undermine James Brown's -- James
3 Brown's estate and trust and paid that dozen Nexsen Pruet
4 lawyers to undermine James Brown's estate and trust.

5 Russell Bauknight told -- told the Supreme Court on
6 March 14 of 2009 -- I'm sorry March 14 of 2013, please give
7 me a chance to be reappointed. If you do, I can defend the
8 estate plan. He did not do it for one day.

9 That's not my business. I'm only here about me.
10 But when you ask me -- when you ask me about this decision,
11 we just got to know the truth, that -- that Mr. Bauknight
12 did not serve well. Mr. Bauknight overstated deductions by
13 -- by \$5 million. And then the attorney general of South
14 Carolina used those deductions to claim -- to claim that
15 there was a legal refund from the IRS and used that refund
16 to prove, prove -- and I put quotes around that -- that the
17 settlement saved taxes.

18 No such thing was true. The -- Judge Early was
19 misled. The Supreme Court was misled. It is a sad day for
20 our state.

21 Q Is there anybody beside you telling the truth in
22 this case?

23 A Yes. Bob Buchanan is telling is truth. And other
24 people too.

25 Q Buddy Dallas sometimes?

Adele Pope - Cross-Examination by Mr. Newsome

1 A Sometimes. I think that's a good way of putting
2 it. Buddy Dallas sometimes. Because Buddy Dallas,
3 interestingly, has been loyal to the estate plan. Almost
4 -- although he wanted a good little piece of it himself.

5 But the attorney general did more damage -- because
6 we stopped the stealing from Cannon. We stopped Buddy
7 Dallas from being paid \$10 million. But what we were --
8 were not able to stop was the attorney general's decimation
9 of what should, today, be the largest ever private
10 foundation for the education of needy students in South
11 Carolina. That's just the way it is. I can't help it.
12 Since June so, 2015, it's not my role.

13 Q Ain't it true that you single-handedly stopped
14 scholarships for the last 9 years, and if you get the 19
15 million, you're asking for -- it will be at least 10 more
16 years before funding any scholarships; is that not true?

17 A That is absolutely false. And if you see this
18 offer that you want to keep talking about, that my lawyer
19 told me that there was no use to make an offer because
20 Nexsen Pruet, the twelve lawyers at Nexsen Pruet aren't
21 speaking for James Brown's 2000 Trust, they're speaking for
22 the plaintiffs in Case 4900. And you just can't make an
23 offer without offering 4900.

24 I said, okay. Let's do it this way. Just tell
25 them 19 million. And here's how the 19 million's going to

Adele Pope - Cross-Examination by Mr. Newsome

1 go: 10 million -- 10 million -- and it doesn't need to be
2 yours. It shouldn't be the estates. It should be the
3 State of South Carolina, the -- the James Brown Legacy
4 Trust, which holds termination rights; Ms. -- the people
5 who sued me to whom I owed no duty whatsoever.

6 And then we're going to take that 10 million and
7 we're going to put it in a little ole trust and give
8 \$500,000 a year in scholarships in the name of James Brown.
9 I didn't want to have a settlement. I kept saying to my
10 lawyer, we're here about my claim. I don't want to -- he
11 said Adele, they insist that an offer be made for a global
12 settlement. I didn't want to do that. I wanted to be here
13 for my little claim. I wanted to finish the other thing.

14 I'll be glad to lift the stay and finish the other
15 thing.

16 Q Sounds like you're trying to skirt around the order
17 that told you to stay out of trying to be a trustee of
18 James Brown's trustees; isn't it?

19 A Oh, that's absurd. That's absurd.

20 Q You're trying to create a trust to administer
21 scholarships in the name of James Brown; aren't you?

22 A I create it had Pope Brown Foundation years ago.
23 And it's given twice as much as you say -- as the \$.8
24 million you say poor James Brown's charity was worth when
25 he died -- to charity.

Adele Pope - Cross-Examination by Mr. Newsome

1 No, the Pope Brown Foundation was created decade
2 ago. It's just to some charity because I don't need \$20
3 million. You don't need \$2 million. I would like my
4 reputation back. I can't -- you know, I can't -- I'm not
5 asking for it here. All I want here is fair compensation.
6 In the other case, we'll talk about everything else. And
7 if you folks would lift the stay, we could talk about it
8 next month.

9 Q You testified you saved the charity a million and a
10 half dollars a year. That's not true; is it?

11 A A year. It's absolutely true. Absolutely true.

12 Q All right.

13 A And we've saved them more since -- since instead of
14 getting 25 percent of everything, Tomi Rae now gets -- now
15 gets 35 percent of the termination rights which never apply
16 to anything but half of the copyrights and has given up her
17 whole interest in the whole estate.

18 So just for one example. Now, the children, we
19 really -- you know, we've done a lot of good, but
20 Mr. Buchanan and I did. You can't tell exactly how much
21 yet, but trust me. Read my article. They just copied my
22 article, but not -- they did it very poorly about how a
23 charity should protect itself.

24 Q So you're saying that there's a -- your unpublished
25 article was used to come up with a way to structure

**The James Brown Legacy, Inc.
(name pending)
28 East Andrews Dr.
Suite K
Atlanta, GA 30305**

October 12, 2007

**Mr. Buddy Dallas
Judge Alford Bradley
The Irrevocable Trusts of James Brown, dated 8-1-00
The Brown Family Educational Trust
*The James Brown "I Feel Good" Trust***

Dear Mr. Dallas and Judge Bradley:

We are pleased to present this initial presentation of a corporation to be formed, after approval, named "The James Brown Legacy, Inc." (hereinafter "JBL") and letter of intent to begin due diligence involved with the James Brown Trust Estate (Trust Estate) with the objective of a purchase of the Trust Estate in its entirety, image, songbook, etc. of James Brown. We make this presentation as an initial introduction of our intent and with the understanding that any final agreement will be subject to formal documentation and acceptance and approval by the Trust Estate and the Court.

It is our belief that the legacy of James Brown and his noble wishes as set out in the trust documents will be best served by maximizing the value of the non-performing assets of the Trust Estate and transferring the items to a group interested in not only paying a fair price but also interested in continuing the altruism of Mr. Brown. It is our belief that the Trust Estate will have peak value by keeping the items grouped together and selling them as a unit instead of breaking up the items and liquidating them piecemeal. As you surely know, merely selling the items individually will do nothing to perpetuate the good works of James Brown.

Our organization's mission will be to develop a Strategic Plan and infrastructure that will build and promote the legacy of James Brown. We intend to work and partner with government agencies and educational institutions to turn James Brown's home into an experiential setting commiserate with the stated intentions of the I Feel Good Trust. We also envision plans that would include the establishment of the James Brown Museum. The purpose of this museum will be to tell the story of how James Brown persevered against all odds: a true "Horatio Alger" story. We will also work and partner with other interested parties within the Strategic Plan to maximize the brand equity and performance of the idle assets over time. We believe that this approach, coupled with the right structured sales agreement, will provide the most value for all interested parties.

Our intent is to make a formal offer to the Estate of James Brown and the Irrevocable Trust of James Brown dated 8-1-00 and must meet several criteria and approval by certain specific parties. Our intent is to purchase the assets, in their entirety, of the trust estate to include the writer's share of the music, the songbook, all intellectual property, real estate, personal property such as costumes, etc., Mr. Brown's image and persona, individually and as an entertainer to include all indicia, stage names such as "Godfather of soul", "The hardest working man in show business", etc.

Our intent is to make a formal offer, as of the date of this letter, for the above referenced property, for a payment of \$100 million US dollars plus Five percent (5%) of the gross profits of the company to be formed, JBL, to be portioned to the "I Feel Good" Trust over a determined period of time as legacy royalties. Our formal offer shall provide earnest money in the amount of \$100,000.00 to be paid into the Estate/Trust as directed during the initial 90 day period which will begin upon approval of the formal offer by the Court. In order to maximize the value of the Trust Assets, we also anticipate the Trust granting JBL contingent, exclusive rights to maximize Trust Assets during the 90-day period, the contingency being our eventual closing on the transaction. During this period, JBL will have all of the rights and privileges to determine marketability of assets and enter into arrangements to secure cash infusions. Further, inasmuch as the closing of the purchase, if approved by the parties and the Court, will be as of the date of this letter and all income or receipts of the Trust will be part of the assets that we will be purchasing, the \$100,000.00 earnest money may be paid into the Estate/Trust from any source during that 90 day period.

We envision that, upon tentative approval of the formalized offer by the Court, we will begin a brief period of due diligence.

By the end of the first 90 days following tentative approval, if JBL's due diligence warrants proceeding further, JBL will make a payment of \$5 million to be credited toward the purchase price at the closing. That payment will begin an additional 90 day period in which the parties have to finalize and close the transaction. Provided all the conditions set forth in the formal offer are met, the closing will occur on or before the 90th day following the \$5 million dollar payment. Principals of our group have already been in contact with John H. Tiller, Esq. of Haynsworth Sinkler Boyd, P.A., who has tentatively agreed to be the closing attorney, should the Court approve our formal offer.

At the final closing, the remaining balance of the \$100 million offer shall be paid. We anticipate that the Gross Profits Agreement will be executed at that time as well.

As you will certainly understand, this letter of intent is subject to due diligence by us and our agents. We anticipate certain contingencies to be in the formal offer, including a completed inventory and appraisal of all items in the Trust, assurance of control of assets, assurance of full rights to publicity, reasonable financing if necessary, no limitations or conditions that would inhibit the implementation of the JBL Strategic Plan to develop the James Brown Legacy, and no impediments to creating performing assets over time.

We understand and appreciate that this letter of intent and any formal offer shall be subject to evaluation and approval of both the Special Administrators and the final approval of the Court.

As you understand, it is our hope and desire to maintain the legacy and good will of James Brown as so aptly set forth in the Trust agreements. We understand the limitations that the Trust may have at this juncture, however. As a small demonstration of our wish to "keep up the good works" of James Brown, we wish to provide the Trust Estate with funds necessary to continue James Brown's tradition of providing turkeys for the needy this Thanksgiving 2007. We believe that this important tradition is needed to maintain the James Brown Legacy, Mr. Brown's wishes, and are honored to assist.

We appreciate the opportunity to provide this letter of intent and believe it be truly reflective of the valuation of the estate at this time. If the Trust Estate is willing to consider entering into a formal agreement, kindly contact me or my counsel, John T. Sparks, Sr., within the next 30 days.

I look forward to discussing this matter with you further.

Sincerely,

Gray M. Campbell

cc: John T. Sparks, Sr., Esq., Austin & Sparks, P.C.

cc: John H. Tiller, Esq., Haynsworth Sinkler Boyd, P.A.

37

STATE OF SOUTH CAROLINA
COUNTY OF AIKEN
IN THE MATTER OF: JAMES BROWN

IN THE PROBATE COURT
INVENTORY AND APPRAISEMENT

CASE NUMBER: 2007-ES-02-0056

Filed: 11-15-2007

Sue H. Roe
Judge of Probate

By: [Signature]

☒ ORIGINAL
☐ SUPPLEMENTAL #

11-15-2007
[Signature]
Deputy Clerk

Personal Representative (s): ALBERT H. DALLAS, and ALFRED A. BRADLEY

Decedent's Social Security Number: 259-32-3801 Was there a will? ☒ YES ☐ NO
Decedent's Date of Death: December 25, 2006 Domicile at death: Aiken SC
(county) (state)

The undersigned, being sworn, states: That the following schedules contain a complete and accurate inventory and appraisal of all real and personal property of this estate so far as the undersigned is informed; that he/she has estimated and/or appraised all listed property at its fair market value, according to the best of his/her knowledge and ability.

SWORN to me this 15th day of
November 20 07
[Signature]
Notary Public for South Carolina
My Commission Expires: _____

Attorney: Stanley G. Jackson
Address: 321 1/2 Newberry Street SW.
Aiken, SC 29801
E-Mail: jacksonstanley@bellsouth.net
Telephone: 803.643.1003

Signature: [Signature]
Name: Albert H. Dallas
Address: Post Office Box 115 Post Office Box 1150
Thomson, GA 30624
E-Mail: _____
Telephone (O): (706) 595-7170
(H): _____
Signature: [Signature]
Name: Alfred A. Bradley
Address: 1803 Green Pond RD
Aiken, SC 29803
E-Mail: usabell@bellsouth.net
Telephone (O): 803.648.4201
(H): (803) 852-8443.

For estates of decedents, the gross fair market valuation of all assets, regardless of date, should be given as of the date of death. List all out-of-state assets on appropriate schedules. A Supplemental Inventory should be utilized for correcting, adjusting or adding to an original inventory. A qualified and disinterested appraiser may be employed to ascertain the value of any asset, the value of which may be subject to reasonable doubt. If an appraiser is employed, his/her name and address should be included with the item or items he/she appraised.

Within ninety (90) days following appointment, a copy of the inventory and appraisal shall be sent to each interested person who requests it, and the original inventory filed with the Probate Court.

RECAPITULATION

	Non-Probate	Probate
Schedule A - Real Estate	\$	\$
Schedule B - Stocks and Bonds		Unknown
Schedule C - Notes Due Decedent and Cash		James Brown Enterprises, Inc. will be determined by the Court as to whether it is a probate asset
Schedule D - Insurance on Decedent's Life: Part 1 - Payable to Estate		205,218.86
Part 2 - Payable to Beneficiary		138,508.13
Schedule E - Jointly Owned Property		NONE
Schedule F - Other Miscellaneous		NONE
Other Assets Payable to Estate	320,000.00	58,687,048.00
Schedule G - Transfers during Decedent's life	26,332,782.00	
Schedule H - Powers of Appointment		NONE
Schedule I - Annuities and Retirement Accounts		NONE
TOTAL GROSS VALUE	\$ 85,683,562.99	
ENCUMBRANCES	(0)	
TOTAL NET WORTH	\$ 85,683,562.99	



bond indebtedness secured thereby, and multiplying the sum by 88.68512% (the ownership interest of James Brown Enterprises, Inc. in James Brown LLC). The net realizable value of James Brown Enterprises, Inc. upon the sale of its assets and liquidation to the trust will necessarily be less than the value above, since it is a C corporation for federal income tax purposes and obtained no step up in the inside basis of its assets for income tax purposes. These trust assets are includable in the deceased's taxable estate under IRC Section 2036 (a). The value of the persona and other tangible and intangible rights associated with James Brown, his image and likeness, is estimated to be \$50,000,000 and the other one half of the \$100,000,000 offer and is included in Schedule F, net of items listed elsewhere herein. The Schedule F amount may be determined by the Court to be owned by James Brown Enterprises, Inc., which is 100% owned by the Irrevocable Trust of August 1, 2000, and therefore not part of the probate estate. None of this value in Schedule G is payable to the estate, but is includible in the federal gross taxable estate before deductions.

Additional offers are expected for assets owned by the estate and the trust. It is anticipated that this inventory and appraisal will be amended when these offers are received and considered, when appraisals are obtained, and further inquiries made into the circumstances surrounding the acquisition of JTWS property in Schedule E above.

TOTAL SCHEDULE G

(also enter amounts payable to estate under recapitulation, page 1)

\$ 28,332,792.00

(If more space is required, insert tax schedules or additional sheets of same size.)

SCHEDULE H - Powers of Appointment - Property, both real and personal, over which Decedent possessed a Power of Appointment whether Testamentary or otherwise.

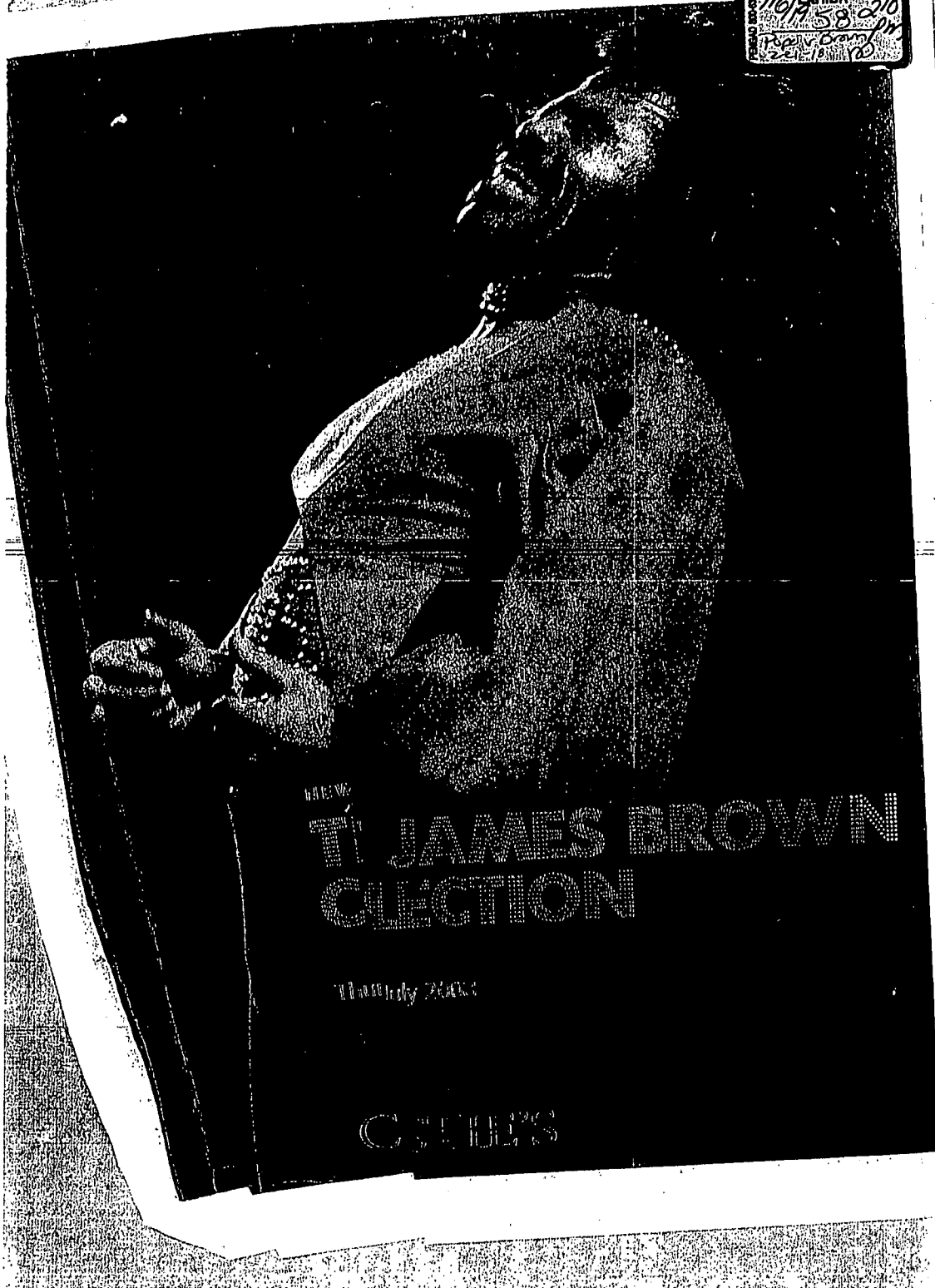
Did Decedent possess a Power of Appointment? ☐ YES ☒ NO

If "yes", did Decedent exercise the power of appointment in favor of estate? ☐ YES ☒ NO

If "yes", please describe and list total amount payable to estate.
(If more space is required, insert additional sheets of same size.)

\$

DEFENDANT'S
EXHIBIT
11/6/95 58 210
Randy Brown
2-21-10 100



THE
T. JAMES BROWN
COLLECTION

THIRTY TWO

COPY

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 Elkie (#865811)
John Hays (#0822982)

AUCTION CODE AND NUMBER

In sending absence 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

FRONT COVER

© Lynn Goldsmith / Corbis

BACK COVER

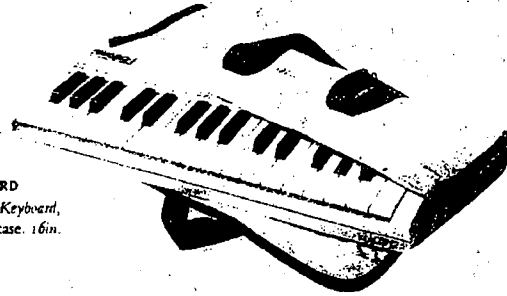
© Christian Simonpietry/Sygma/Corbis

This auction features

CHRISTIE'S LIVE
Bid live in Christie's salerooms worldwide
register at www.christies.com

CHRISTIE'S

View catalogues and leave bids online
at christies.com



6
MINIATURE KEYBOARD
 A Casiotone Miniature Keyboard,
 in its canvas carrying case. 16in.
 \$300-500

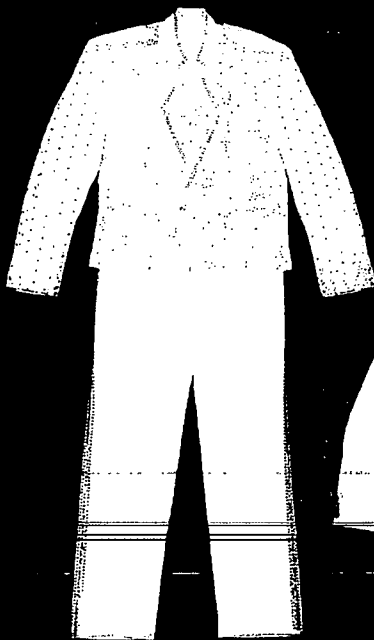
7

7
WHITE SUIT
 A two-piece, white suit
 with rhinestone and sequin
 embellishments.
 \$2,000-3,000

8

8
WHITE COAT
 A full length, white coat with
 rhinestone, silver-star and
 sequin embellishments.
 \$3,000-4,000

14

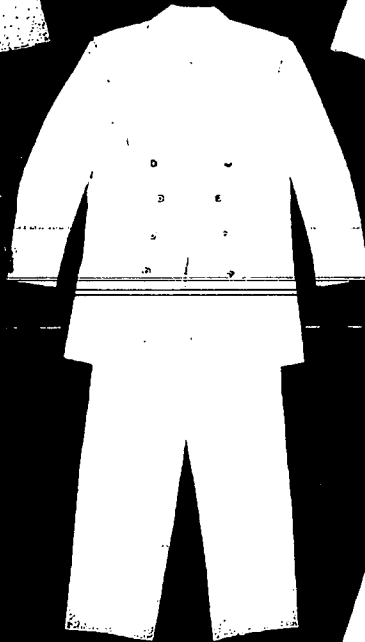


26

•26
WHITE SUIT

A three-piece, white suit with small and dense eye embellishments.

\$2,000-3,000



27

•27
WHITE SUIT

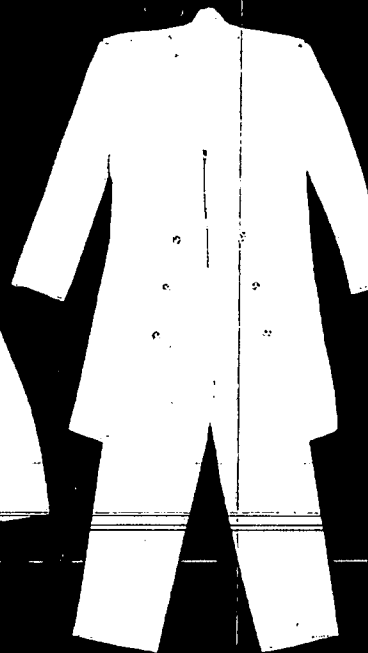
A three-piece, white suit with small embellishments.

\$1,500-2,000

•28
CREAM SUIT

A three-piece, cream-colored suit with small embellishments.

\$1,500-2,000

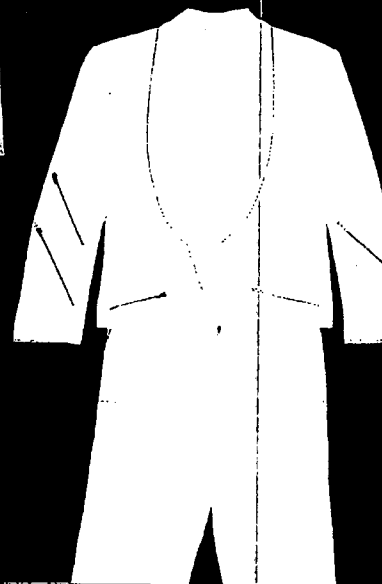


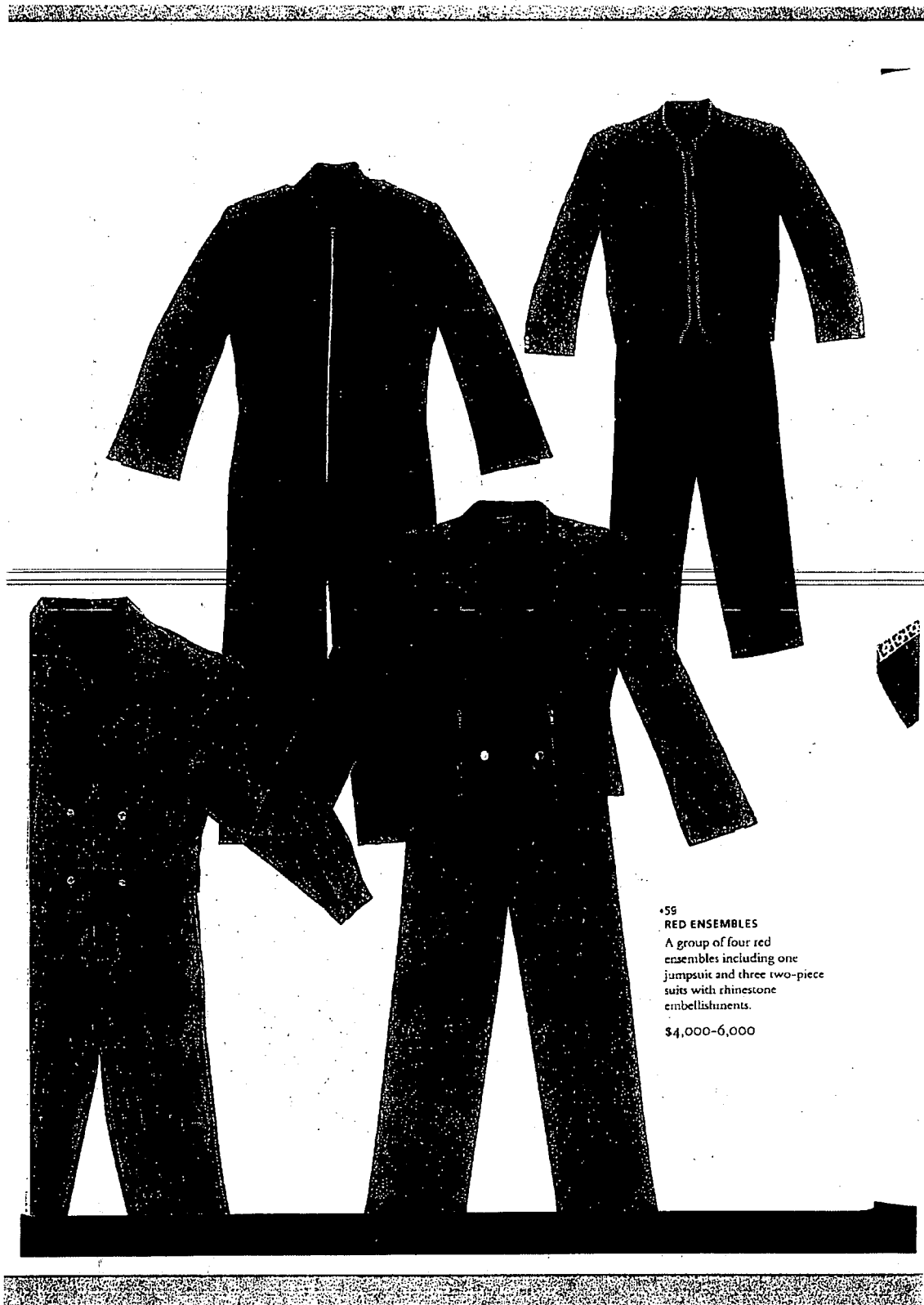
29

•29
ZIPPER SUIT

A two-piece, cream-colored suit with zipper embellishments.

\$1,500-2,000





•59
RED ENSEMBLES
A group of four red
ensembles including one
jumpsuit and three two-piece
suits with rhinestone
embellishments.
\$4,000-6,000



RED "SEX" JUMPSUIT
A red wool jumpsuit with
rhinestone embellishments,
embroidered along the collar
and *SEX* along the mid-section.
\$5,000-7,000

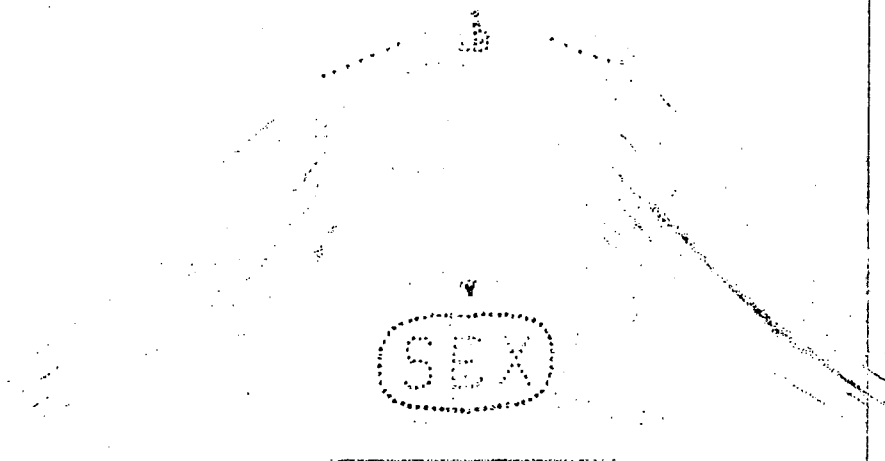


121

RUST "SEX" JUMPSUIT

A rust colored wool jumpsuit with rhinestone embellishments. *JB* along the collar and *SFX* along the mid-section.

\$5,000-7,000



YELLOW "SEX" JUMPSUIT

A yellow wool jumpsuit with rhinestone
embellishments. *JB* along the collar and
SEX along the mid-section.

\$5,000-7,000

NATIONAL ACADEMY OF RECORDING ARTS & SCIENCES

JAMES BROWN

BEST R&B VOCAL PERFORMANCE, MALE-1986

"LIVING IN AMERICA"

(detail)

180

GRAMMY AWARD

A National Academy of Recording Arts and Sciences, Best R&B Vocal Performance, Male 1986 Grammy Award, presented to James Brown for *Living in America*. 7in.

\$15,000-20,000





GFOS JUMPSUIT

A denim jumpsuit with stud embellishments. *GFOS* (Godfather of Soul) across the midsection, *JB* on the collar, worn by James Brown.

\$5,000-7,000



192

GREEN "SEX" JUMPSUIT

A green wool jumpsuit with rhinestone embellishments, J along the collar and SEX along the mid-section.

\$5,000-7,000

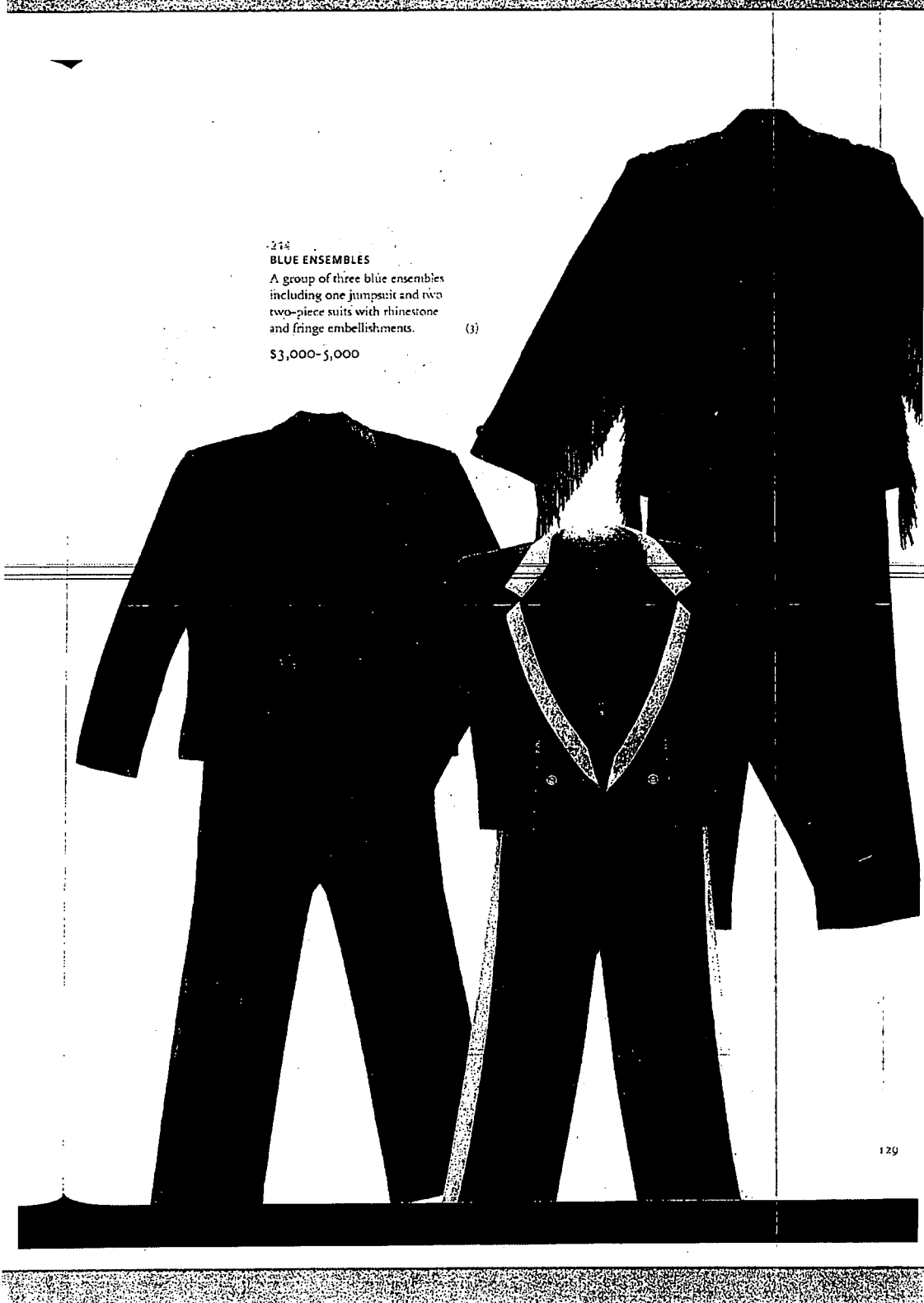
244

BLUE ENSEMBLES

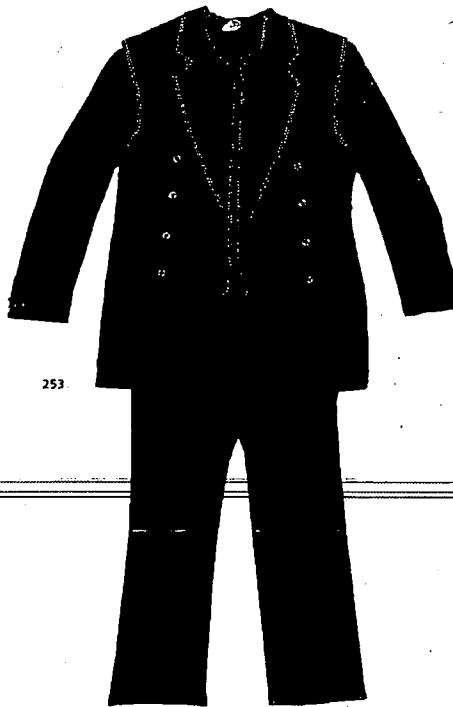
A group of three blue ensembles including one jumpsuit and two two-piece suits with rhinestone and fringe embellishments.

(3)

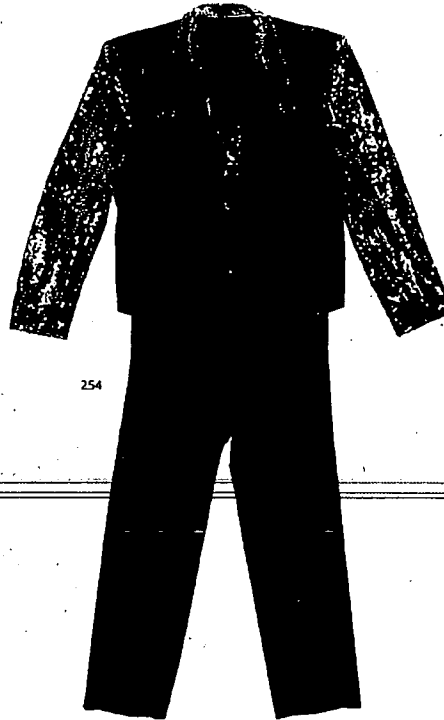
\$3,000-\$5,000



129



253

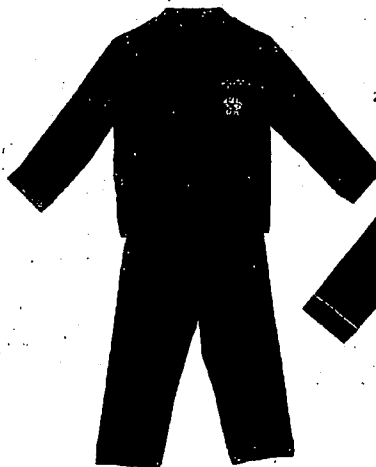


254

•253
PURPLE SUIT
A three-piece, purple suit with
rhinestone embellishments.
\$2,000-3,000

•254
PURPLE SUIT
A three-piece purple suit with
sequin embellishments. (3)
\$2,000-3,000

•255
PAJAMAS AND ROBE
A pair of *James Brown* GPOS purple
silk pajamas, accompanied by a black
robe with gold piping and the
embroidered *JB*. (2)
\$500-700



255



152



306

BLACK "SEX" JUMPSUIT

A black wool jumpsuit with metallic embellishments. *J* embroidered along the collar and *SEX* along the mid-section.

\$5,000-7,000

179

STATE OF SOUTH CAROLINA
COUNTY OF AIKEN

PROBATE COURT

IN THE MATTER OF ESTATE OF JAMES BROWN
CASE NUMBER 2007-ES-02-0056ACCOUNTING
(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			\$ (6,353,310.58)
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

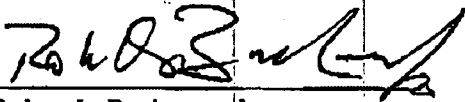
¹ This amends and supplements the accounting that covers November 20, 2007 through June 20, 2008.

Filed: 5-20-2009

Sue H. Roe
Judge of Probate

STATE OF SOUTH CAROLINA
COUNTY OF AIKEN
THIS IS TO CERTIFY THAT I HAVE EXAMINED THE ACCOUNTING AND FIND IT CORRECT COPY OF THE ORIGINAL ACCOUNTING.
WITNESS MY HAND AND SEAL OF THE COUNTY THIS 20th DAY OF MAY A.D. 2009.
Sue H. Roe
JUDGE OF PROBATE FOR AIKEN COUNTY, S.C.

3132

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

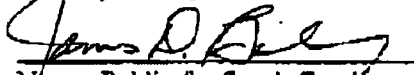
Address: 1218 Taylor Street

P.O. Drawer 7125

Columbia, SC 29202-7125

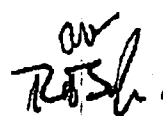
Telephone(O): 803-779-1870

SWORN to before me this
20th day of May, 2009

 (L.S.)
Notary Public for South Carolina
My Commission Expires: 2/12/15

FORM #360PC (7/87)
SCPC 3-704, 3-1003

PAGE 2 OF 2



**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

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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.

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DATE	DESCRIPTION	RECEIPTS	DISBURSEMENTS
12/4/07	Sellars and Cole, LLC. Engaged per Court Order dtd. 8/10/07 (Ck #1043) SFB #5768 10/31 bill, Estate \$2,354.00 11/30 bill, "I Feel Good" Trust \$5,368.00 11/30 bill, Estate \$4,325.29		\$ 12,047.29
12/4/07	D. Washington - w/e 12/1/07 (Ck #1044) SFB #5768		\$ 494.81
12/4/07	Beech Island Water District (for Trust) (Ck #1045) Accis. #01-3940-00 \$68.96 #01-3942-00 \$31.93 SFB #5768		\$ 100.89
12/4/07	Tony M. Pounds - reimbursement, petty cash at guard house (Ck #1046) SFB #5768		\$ 42.19
12/4/07	Sizemore Security - Invoice dtd. 11/25/07; Inv. #143890 (Ck #1047) SFB #5768		\$ 2,462.47
12/5/07	Deposit - SC State Treasurer. Contingencies Account SFB #5768	\$ 876.34	
12/5/07	Deposit - AARC (Alliance of Artists and Recording Companies) Royalty SFB #5768	\$ 2,540.23	
12/5/07	Deposit - Geronimo Music, LLC. 6 mo. ended 9/30/07 (Trust) SFB #5768	\$ 16,856.19	
12/5/07	Deposit - Geronimo Music, LLC. 2 nd and 3 rd Qtr. Artist Fee SFB #5768	\$ 8,938.97	
12/5/07	D. Washington - w/e 12/8/07 (Ck #1048) SFB #5768		\$ 494.81
12/5/07	Sizemore Security (Ck #1049) Inv. #143723, 11/18/07 \$2,189.82 portion, Inv. #143256, 11/11/07 \$1,810.18 NOTE: Begin excess payments to bring down debt of former PR/Trustees SFB #5768		\$ 4,000.00
12/5/07	SCE&G (Ck #1050) SFB #5768		\$ 765.42

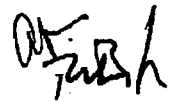
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DATE	DESCRIPTION	RECEIPTS	DISBURSEMENTS
12/11/07	Sizemore Security (Ck #1051) SFB #5768 Inv. #144449, 12/2/07 \$ 2142.00 rem., Inv. #143256, 11/11/07 \$ 448.96 portion, Inv. #142911, 11/4/07 \$1,409.04		\$ 4,000.00
12/11/07	D. Washington - w/e 12/15/07 (Ck #1052) SFB #5768		\$ 494.00
12/11/07	Tony Pounds - petty cash. guard house (Ck #1053) SFB #5768		\$ 200.00
12/13/07	Deposit - AFM New Use (PP) SFB #5768	\$ 489.80	
12/15/07	Royalties received, 2 nd Half, 2007	\$ 2,441,417.38	
12/15/07	Royalties applied to TIAA debt as follows: Principal: \$1,996,452.32 Interest: \$444,965.06		\$ 2,441,417.38
12/18/07 ⁶	D. Washington - w/e 12/22/07 (Ck #1055) SFB #5768		\$ 494.81
12/18/07	Sizemore Security (Ck #1058) SFB #5768 Inv. #145161, 12/2/07 \$ 2,142.00 portion, Inv. #144791, 12/9/07 \$1,858.00		\$ 4,000.00
12/18/07	SC Employment Security Commission (Ck #1062) - 3 rd & 4 th Quarter SFB #5768		\$ 25.00
12/18/07	AT & T (Ck #1065) (Home Estate Security)		\$ 310.28
12/26/07	D. Washington - w/e 12/29/07 (Ck #1056) SFB #5768		\$ 494.81
12/26/07	Sizemore Security (Ck #1059) SFB #5768 Inv. #145457, 12/23/07 \$ 2,142.00 rem., Inv. #144791, 12/9/07 \$ 284.00 rem., Inv. #142911, 11/4/07 \$ 761.66 portion, Inv. #142466, 10/28/07 \$ 812.34		\$ 4,000.00
12/31/07	Interest Deposit SFB #5768	\$ 12.04	

⁶ Checks 1054, 1060, 1063, 1064, 1159, 1160, 1217, 1293, 1294, 1278 Void

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12/13/07

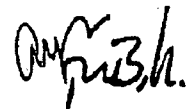
DATE	DESCRIPTION	RECEIPTS	DISBURSEMENTS
1/2/08	D. Washington - w/e 1/5/08 (Ck #1057) SFB #5768		\$ 494.81
1/2/08	Sizemore Security (Ck #1061) SFB #5768 Inv. #145788, 12/30/07 \$ 2,298.31 rem., Inv. #142466, 10/28/07 \$1,329.66 portion, Inv. #142171, 10/21/07 \$ 372.03		\$ 4,000.00
1/2/08	Aiken County Treasurer, Aiken County Taxes (Ck #1066) SFB #5768		\$ 6,791.29
1/9/08	Petty Cash - guard house (Ck #1067) SFB #5768		\$ 100.00
1/9/08	Benjamin Franklin, Plumbing (Ck #1068) SFB #5768		\$ 194.50
1/9/08	D. Washington - w/e 1/12/08 (Ck #1069) SFB #5768		\$ 494.81
1/10/08	Auto-Owners Insurance, Home Insurance Policy #47-412-829-00 (Ck #1070) SFB #5768		\$ 598.17
1/11/08	Deposit - Ab. St. Management, refund (JBE, Inc.) SFB #5768	\$ 270.00	
1/14/08	AT & T, Acct #803-827-2065 (Ck # 1071) SFB #5768		\$ 35.46
1/15/08	IRS - User Fee, Application for Determination - James Brown "I Feel Good" Trust, \$750 of \$870, charitable donations, incorrectly deposited by former PRs into account entitled I Feel Good Trust of James Brown, but used for non- charitable Educational Trust. Note: account was closed and paid to JBE, Inc. by former Trustees Cannon, Bradley and Dallas prior to August 10, 2007. See Exhibit B to Supp Aff. of AJP, dated 1/7/08. (Ck #1072) SFB #5768		\$ 750.00
1/15/08	Benjamin Franklin, Plumbing (Ck #1073) SFB #5768		\$ 684.27
1/17/08	KFR - mileage, miscellaneous, masters transfer (Ck #1074) SFB #5768		\$ 300.00



DATE	DESCRIPTION	RECEIPTS	DISBURSEMENTS
1/17/08	Sizemore Security (Ck #1075) SFB #5768 Inv. #146262, 1/6/08 \$ 2,373.23 portion, Inv. #142171, 10/21/07 \$ 1,626.77		\$ 4,000.00
1/17/08	AT & T, (Ck # 1076) SFB #5768		\$ 65.89
1/17/08	Beech Island Water District (Ck #1077) Accts. #01-3940-00 \$18.17 #01-3942-00 \$13.20 SFB #5768		\$ 31.37
1/18/08	D. Washington - w/e 1/19/08 (Ck #1078) SFB #5768		\$ 494.81
1/18/08	Sound Archives - deposit for transport to archives (Ck #1082) SFB #5768		\$ 1,800.00
1/22/08	SCE & G (Ck #1083)		\$ 1,532.20
1/22/08	Petty Cash (Ck #1085) SFB #5768		\$ 100.00
1/23/08	Sizemore Security (Ck #1084) SFB #5768 Inv. #146724, 1/13/08 \$ 2,499.09 rem., Inv. #142171, 10/21/07 \$ 143.20 portion, Inv. #141634, 10/14/07 \$ 357.71		\$ 3,000.00
1/23/08	Sizemore Security (Ck #1086) SFB #5768 Inv. #147018, 1/20/08 \$ 2,443.30 portion, Inv. #141634, 10/14/07 \$ 556.70		\$ 3,000.00
1/23/08	Security Federal Bank -, Form 941 for 3Q 2007 (Ck #1087) SFB #5768		\$ 1,769.45
1/23/08	SC DOR - 3Q 2007 Form WH1605, Estate (Ck #1088) SFB #5768		\$ 238.28
1/23/08	US Treasury - 4Q 2007 Form 941, Estate (Ck #1089) SFB #5768		\$ 1,691.62
1/23/08	SC DOR - 4Q 2007 Form WH1606, Estate (Ck #1090) SFB #5768		\$ 264.55
1/23/08	Deposit - Wedge Productions (JBE), contract extension SFB #5768	\$ 15,000.00	
1/25/08	D. Washington - w/e 1/26/08 (Ck #1079) SFB #5768		\$ 494.81

DATE	DESCRIPTION	RECEIPTS	DISBURSEMENTS
1/31/08	Interest Deposit SFB #5768	\$ 8.64	
2/1/08	D. Washington - w/e 2/02/08 (Ck #1080) SFB #5768		\$ 494.81
2/5/08	Lisa H. Hicklin - Transcripts for Hearings: 2/9/07; 6/13/07; 8/10/07; 9/24/07; 11/15/07; 11/20/07; 1/4/08; 1/9/08 (Ck #1091) SFB #5768		\$ 1,202.50
2/7/08	Jessie F. Beeher - consultation (Ck #1092) SFB #5768		\$ 1,500.00
2/8/08	D. Washington - w/e 2/09/08 (Ck #1081) SFB #5768		\$ 494.81
2/12/08	Aiken County - filing fee, Motion (Ck #1094) SFB #5768		\$ 25.00
2/12/08	D. Washington - w/c 2/16/08 (Ck #1095) SFB #5768		\$ 494.81
2/12/08	Petty Cash (Ck #1096) SFB #5768		\$ 100.00
2/13/08	Deposit - Wedge Productions House of Blues. Estate i/n/o <u>New</u> JBE SFB #5768 ⁷	\$ 15,000.00	
2/13/08	Deposit - SoundExchange (<u>New</u> JBE, Inc.) SFB #5768	\$ 2,613.03	
2/13/08	SCE & G - all 8 accounts (DRAFT) SFB #5768		\$ 1,999.70
2/13/08	Sizemore Security (Ck #1097) SFB #5768 Inv. #147789, 2/3/08 \$ 2,180.26 portion, Inv. #141634, 10/14/07 \$ 819.74		\$ 3,000.00
2/13/08	Sizemore Security (Ck #1098) SFB #5768 Inv. #147293, 1/27/08 \$ 2,142.00 rem., Inv. #141634, 10/14/07 \$ 407.85 portion, Inv. #141340, 10/07/07 \$ 450.15		\$ 3,000.00

⁷ Followup w/c indicates last payment. See file.



DATE	DESCRIPTION	RECEIPTS	DISBURSEMENTS
2/13/08	Beech Island Water District (Ck #1099) Accts. #01-3940-00 \$85.06: #01-3942-00 \$12.84 SFB #5768		\$ 97.90
2/13/08	AT & T (Ck #1100)		\$ 102.21
2/13/08	Sellars and Cole, LLC (Ck #1101) SFB #5768 1/31 bill, Estate \$ 368.00 1/31 bill, JBE, Inc. \$ 45.00 1/31 bill, James Brown, LLC \$ 45.00 1/31 bill, Irrev Trust \$ 100.00 1/31 bill, "I Feel Good" Trust \$ 670.00		\$ 1,228.00
2/13/08	Auto-Owners Insurance - House Insurance (Ck #1102) SFB #5768		\$ 598.17
2/15/08	Sizemore Security (Ck #1103) SFB #5768 Inv. #148094, 2/10/08 \$ 2,142.00 portion, Inv. #141340, 10/07/07 \$ 858.00		\$ 3,000.00
2/15/08	Kane Office Technologies, Inc. - Cannon Litigation (Ck #1104) SFB #5768		\$ 164.92
2/19/08	Chargeback, Soundexchange as per bank SFB #5768		\$ 2,613.03
2/19/08	Chargeback fee, as per bank SFB #5768		\$ 5.00
2/20/08	Lisa H. Hicklin - 2/7/08 hearing (Ck #1105) SFB #5768		\$ 1,144.00
2/21/08	Sizemore Security (Ck #1108) SFB #5768 Inv. #148433, 2/17/08 \$ 2,142.00 rem., Inv. #141340, 10/07/07 \$ 833.85 portion, Inv. #140759, 9/30/07 \$ 24.15		\$ 3,000.00
2/22/08	D. Washington - w/e 2/23/08 (Ck #1106) SFB #5768		\$ 494.81
2/22/08	To show closing transfer from SFB #6282 to SFB #5768. No change in assets. To show interest earned prior to transfer. SFB #427486282 closed.	\$ 613.78	
2/26/08	Law Office of James D. Bailey, PC - portion, 2/12/08 bill (Ck #1109)		\$ 15,000.00

DATE	DESCRIPTION	RECEIPTS	DISBURSEMENTS
2/26/08	Hogan & Hartson, LLP - portion, legal fees, Pullman Litigation (NY) (Ck #1110)		\$ 15,000.00
2/26/08	Buchanan (Office) - partial payment for costs, etc., as per Court Order dtd 1/8/08 (Ck #1111)		\$ 15,000.00
2/26/08	Pope (Office) - partial payment for costs, etc., as per Court Order dtd 1/8/08 (Ck #1112)		\$ 15,000.00
2/26/08	Sizemore, Inc. (Ck #1115) Inv. #148797, 2/24/08 \$ 2,142.01 portion, Inv. #140759, 9/30/07 \$ 857.99		\$ 3,000.00
2/27/08	SCE & G - all 8 accounts (DRAFT)		\$ 1,286.37
2/28/08	D. Washington - w/e 2/29/08 (Ck #1107)		\$ 494.81
2/29/08	US Treasury - Form 940, JBE, Inc., 2007 (Ck #1118)		\$ 351.83
3/02/08	Interest Deposit	\$ 9.97	
3/7/08	D. Washington - w/e 3/08/08 (Ck #1113)		\$ 494.81
3/10/08	Miscellaneous Deposit, SFB #5768	\$ 33.61	
3/11/08	Cheri L. Young, RPR - Transcript for 12/21/07 Hearing (Ck #1116)		\$ 124.35
3/11/08	Augusta Turf & Specialty Vehicles - golf cart battery, labor, parts and servicing (Ck #1117)		\$ 360.95
3/11/08	Deposit - House Insurance Refund (\$598.17) Entertainment Partners (\$20.13)	\$ 618.30	
3/11/08	Deposit - AFTRA, Grammys 50 th Anniv. Special Residual	\$ 812.56	
3/11/08	Deposit - Warner Music Group (\$144.89) BMI (\$58.08)	\$ 202.97	
3/11/08	Cpt. Pounds - Petty Cash (Ck #1121)		\$ 100.00
3/14/08	D. Washington - w/e 3/15/08 (Ck #1114)		\$ 494.81
3/19/08	Deposit - SoundExchange (New JBE, Inc.)	\$ 2,690.41	
3/19/08	Law Office of James D. Bailey, PC (Ck #1145)		\$ 500.00

DATE	DESCRIPTION	RECEIPTS	DISBURSEMENTS
3/19/08	Beech Island Water District (Ck #1122) Accts. #01-3940-00 \$13.20 #01-3942-00 \$13.20		\$ 26.40
3/19/08	AT & T (Ck #1123)		\$ 65.79
3/19/08	Secure storage- storage, masters, Inv. dtd 2/29/08 (less previous payment of \$1,800.00) (Ck #1124)		\$ 358.32
3/20/08	Sizemore, Inc. (Ck #1125) Inv. #149295, 3/2/08 \$ 2,142.00 rem., Inv. #140759, 9/30/07 \$ 229.61		\$ 2,371.61
3/20/08	Sizemore, Inc. (Ck #1126) Inv. #149783, 3/9/08		\$ 2,521.43
3/20/08	Sellers DuRant - Inv. #2008-08, accounting services (Ck #1127)		\$ 1,999.50
3/21/08	D. Washington - w/e 3/22/08 (Ck #1120)		\$ 494.81
3/21/08	LINK Conference Call, LLC - for 2/19/08 teleconference; Inv dtd 3/1/08 (Ck #1128)		\$ 9.50
3/21/08	AT & T (Ck #1129)		\$ 35.39
3/22/08	First Citizens Visa, reimbursement for transport of Masters (Ck #1132)		\$ 427.08
3/27/08	SC Ct of Appeals - Filing Fee, Mot. (Ck #1136)		\$ 25.00
3/28/08	D. Washington - w/e 3/29/08 (Ck #1133)		\$ 494.81
4/1/08	SCE & G - all 8 accounts (DRAFT) SFB #5768		\$ 916.71
4/2/08	Lisa Hicklin - Transcript, 2/20/08 hearing (Ck #1139)		\$ 409.50
4/4/08	Clarke American, checks - DRAFT (debited on 3/19/08)		\$ 62.25
4/4/08	Interest Deposit	\$ 5.35	
4/4/08	To adjust for bank error. Check of D. Washington cleared at 0.81 cents below actual amount	\$ 0.81	

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DATE	DESCRIPTION	RECEIPTS	DISBURSEMENTS
4/4/08	Richards (Ck #1137) - overdue rental payments for furs. Required for release to Christie's.		\$ 630.00
4/4/08	Aiken County Planning and Development - map of 430 Douglas Dr., Beech Island (Ck #1146)		\$ 25.00
4/5/08	D. Washington - mileage and extra help (Ck #1138)		\$ 200.00
4/7/08	Windsor Jewelers (Ck #1140) - appraisal ordered by Cannon, Dallas and Bradley but not paid. Required for release to Christie's.		\$ 5,700.00
4/7/08	D. Washington - w/e 4/5/08 (Ck #1134)		\$ 494.81
4/7/08	D. Washington - Petty Cash (Ck #1142)		\$ 100.00
4/7/08	Innovative Solutions - outside copies: Corbis Litigation (Ck #1147)		\$ 224.81
4/11/08	D. Washington - w/e 4/12/08 (Ck #1143)		\$ 494.81
4/17/08	National Financial Services, LLC (WAMU) i/n/o James Brown - Deposit	\$ 1,392.87	
4/17/08	Sizemore, Inc. (Ck #1130) Inv. #149977, 3/26/08 \$ 2,314.17 portion.. Inv. #150287, 3/23/08 \$ 685.83		\$ 3,000.00
4/17/08	Sound Archives (Ck #1131)		\$ 1,500.00
4/18/08	D. Washington - w/e 4/19/08 (Ck #1144)		\$ 494.81
4/18/08	Beech Island Water District (Ck #1151) Accrs. #01-3940-00: \$13.20; #01-3942-00 \$13.20		\$ 26.40
4/18/08	AT & T (Ck #1152)		\$ 139.35
4/25/08	D. Washington - w/e 4/26/08 (Ck #1148)		\$ 494.81
4/28/08	Kane Office Technologies, Inc. - Cannon Litigation, #8395 (Ck #1153)		\$ 248.05
4/28/08	LINK Conference Call, LLC - for 3/31/08 teleconference; Inv did 4/1/08 (Ck #1154)		\$ 24.60

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DATE	DESCRIPTION	RECEIPTS	DISBURSEMENTS
4/28/08	Sizemore, Inc. (Ck #1155) portion, Inv. #150287, 3/23/08		\$ 1,000.00
4/28/08	Law Office of James D. Bailey, PC - portion, 2/12/08 bill (Ck #1156)		\$ 3,000.00
4/29/08	Lisa Hicklin - Transcript for 3/07/08 hearing (Ck #1149)		\$ 682.50
4/30/08	Laboratory Corporation of America - DNA Testing of James Brown II (Ck #1157)		\$ 300.00
4/30/08	Interest Deposit	\$ 2.45	
5/1/08	Deposit - Enterprise Bank Acct #151000007 (James Brown Irrev. Trust)	\$ 4,140.74	
5/1/08	Deposit - SoundExchange (New JBE, Inc.)	\$ 22,605.31	
5/1/08	D. Washington - w/e 5/2/08 (Ck #1150)		\$ 494.81
5/1/08	Hatcher, Stubbs, Land, Hollis & Rothschild - retainer fee (Ck #1158)		\$ 1,000.00
5/5/08	SCE & G - all 8 accounts (DRAFT)		\$ 619.08
5/6/08	Beech Island Water District (Ck #1166) Accts. #01-3940-00: \$11.92; #01-3942-00: \$11.00		\$ 22.92
5/6/08	Sound Archives - storage of masters, invoice range LP20856 (Ck #1167)		\$ 490.90
5/6/08	US Treasury - Penalty and Interest for JBE, Inc., Form 940, period 12/31/07 (Ck #1168)		\$ 37.91
5/6/08	AT & T (Ck #1175)		\$ 98.51
5/6/08	Law Office of James D. Bailey, PC - (Ck #1176) remainder, 2/12/08 bill \$ 729.45 portion, 3/13/08 bill \$ 2,270.55		\$ 3,000.00
5/6/08	Buchanan (Office) - partial payment for costs, etc., as per Court Order (Ck #1177)		\$ 3,000.00
5/6/08	Pope (Office) - partial payment for costs, etc., as per Court Order (Ck #1178)		\$ 3,000.00
5/9/08	D. Washington - w/e 5/9/08 (Ck #1163)		\$ 494.81

DATE	DESCRIPTION	RECEIPTS	DISBURSEMENTS
5/12/08	Aiken County Clerk of Court (Ck #1179)		\$ 150.00
5/14/08	SC Department of Revenue - Estate of JB, for 9/30/07 quarter, Former PR/Trustees, 10/31/07 (Ck #1180)		\$ 43.64
5/14/08	Sellars DuRant - Inv. #2008-417 accounting services (Ck #1181)		\$ 999.00
5/14/08	D. Washington (Ck #1182) Extra mileage \$100.00 Petty Cash \$100.00		\$ 200.00
5/16/08	D. Washington - w/e 5/16/08 (Ck #1164)		\$ 494.81
5/22/08	Deposit - Purchase of 2506 Parkway Drive, Augusta, GA (payable to Estate of James Brown)	\$ 6,000.00	
5/22/08	To set up Note, Security Deed, Quitclaim of JJ Brown house and contents as per Court Order did 2/20/08. Note is portion of remaining assets described above. \$54,000.00		
5/22/08	Cordle Law Firm - Costs and Taxes, estimated 2008; closing, sale of Joseph Brown (Ck #1162)		\$ 257.35
5/22/08	Law Office of James D. Bailey, PC - portion, bill \$ 3,000.00 (Ck #1183)		\$ 3,000.00
5/23/08	D. Washington - w/e 5/23/08 (Ck #1165)		\$ 494.81
5/23/08	Deposit - Universal Music Group, Inc. Payable to James Brown DBA Godfather of Soul Music c/o JB Ross & Associates, PC	\$ 47.91	
5/23/08	D. Washington - extra mileage (Ck #1184)		\$ 100.00
5/27/08	Innovative Solutions - outside copies (Ck #1191)		\$ 22.31
5/29/08	Aiken County Clerk of Court - Motion for Approval of Scheduling Order, Will/Trust/Heirs Proceeding (Ck #1161)		\$ 25.00
5/30/08	D. Washington - w/e 5/30/08 (Ck #1185)		\$ 494.81

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DATE	DESCRIPTION	RECEIPTS	DISBURSEMENTS
5/30/08	D. Washington - extra mileage (Ck #1188)		\$ 100.00
5/30/08	Interest Deposit	\$ 3.14	
6/3/08	SCE & G - DRAFT		\$ 100.42
	Acct #4-2100-7444-7824 \$24.86		
	Acct #4-2100-7444-7045 \$67.15		
	Acct #4-2100-7444-6733 \$ 8.41		
6/4/08	D. Washington - petty cash (Ck #1192)		\$ 250.00
6/4/08	Buchanan (Office) - partial payment for costs, etc., as per Court Order (Ck #1193)		\$ 3,000.00
6/4/08	Pope (Office) - partial payment for costs, etc., as per Court Order (Ck #1194)		\$ 3,000.00
6/4/08	Law Office of James D. Bailey, PC - portion, 3/13/08 bill (Ck #1195)		\$ 5,000.00
6/4/08	Hogan & Hartson, LLP - portion, legal fees, Pullman Litigation (NY) (Ck #1196)		\$ 3,000.00
6/6/08	D. Washington - w/c 6/7/08 (Ck #1186)		\$ 494.81
6/6/08	D. Washington - extra mileage (Ck #1189)		\$ 100.00
6/9/08	AT & T (Ck #1197)		\$ 113.08
6/9/08	Beech Island Water District (Ck #1198) Accts. #01-3940-00: \$11.00; #01-3942-00: \$11.00		\$ 22.00
6/13/08	Deposit - Entertainment Partners, payable to James Brown ck #68022373 dtd 1/4/08 \$71.79 ck #68418020 dtd 2/29/08 \$44.33	\$ 116.12	
6/13/08	Sound Archives - storage of masters, invoice range LZ88382 (Ck #1199)		\$ 490.90
6/13/08	D. Washington - Extra Mileage (Ck #1190)		\$ 100.00
6/13/08	D. Washington - w/c 6/14/08 (Ck #1187)		\$ 494.81
6/15/08	Royalties received, 1 st Half, 2008	\$ 1,460,887.94	

DATE	DESCRIPTION	RECEIPTS	DISBURSEMENTS
6/15/08	Royalties applied to TIAA debt as follows: Principal: \$848,003.67 Interest: \$612,884.27		\$ 1,460,887.94
6/18/08	Lisa H. Hicklin - Transcripts for Hearing on 4/25/08 (Ck #1200)		\$ 510.25
6/20/08	Deposit - Entertainment Partners, payable to James Brown, ck #68015973 dtd 1/3/08	\$ 78.64	
6/20/08	D. Washington - extra mileage (Ck #1203)		\$ 100.00
6/20/08	David Washington - w/e 6/21/08 (Ck #1202)		\$ 494.81
6/25/08	Deposit - AFTRA (payable to: ICO:Trust of James Brown)	\$ 565.00	
6/27/08	David Washington - w/e 6/28/08 (Ck #1204)		\$ 494.81
6/27/08	D. Washington - extra mileage (Ck #1205)		\$ 100.00
6/27/08	Deposit - 2506 Parkway Mortgage Payment (Joseph Brown House), Payment #1	\$ 599.51	
7/3/08	D. Washington - extra mileage (Ck #1207)		\$ 100.00
7/8/08	SCE & G - DRAFT		\$ 201.32
7/9/08	Deposit - Auto-Owners Insurance (payable to James Brown Trust)	\$ 393.61	
7/11/08	D. Washington - w/e 7/12/08 (Ck #1208) (E/T)		\$ 494.81
7/11/08	D. Washington - extra mileage (Ck #1209)		\$ 100.00
7/15/08	AT & T (Ck #1201)		\$ 114.49
7/18/08	D. Washington - w/e 7/19/08 (Ck #1210) (E/T)		\$ 494.81
7/18/08	D. Washington - extra mileage (Ck #1211)		\$ 100.00
7/25/08	D. Washington - w/e 7/26/08 (Ck #1212) (E/T)		\$ 494.81
7/25/08	D. Washington - extra mileage (Ck #1213)		\$ 100.00
7/25/08	Deposit - Joseph Brown House, Payment #2	\$ 599.51	
7/28/08	Beech Island Water District (Ck #1219) Accts. #01-3940-00: \$13.20; #01-3942-00: \$13.20 (T)		\$ 16.40

DATE	DESCRIPTION	RECEIPTS	DISBURSEMENTS
7/28/08	Lisa H. Hicklin - Transcript for Hearing on 6/30/08 (Ck #1220)		\$ 354.25
7/28/08	Secure storage - invoice range MG66029 (Ck #1221)		\$ 490.90
7/30/08	Deposit - Loan from Security Federal	\$ 15,000.00	
7/30/08	D. Washington - Petty Cash (Ck #1222)		\$ 200.00
7/30/08	Security Federal - 1 st Qtr 2008 Fed UH & SS/MC tax deposit (Ck #1224)		\$ 1,981.95
7/30/08	SCDOR - 1 st Qtr 2008 SC UH (Ck #1225)		\$ 308.55
7/31/08	Interest Deposit	\$ 0.46	
7/31/08	D. Washington - extra mileage (Ck #1229)		\$ 100.00
7/31/08	SCDOR - 2 nd Qtr 2008 SC IT UH (Ck #1228)		\$ 264.55
7/31/08	US Treasury - 2 nd Qtr 2008 Fed UT & SS/MC UH. Form 941 (Ck #1227)		\$ 1,699.62
7/31/08	Security Federal - 1 st Qtr 2008 FUTA deposit (Ck #1223)		\$ 56.00
7/31/08	SC Employee Security Commission - 1 st Qtr 2008 SUTA (Ck #1226)		\$ 278.00
8/1/08	D. Washington - w/e 8/02/08 (Ck #1214) (E/T)		\$ 494.81
8/1/08	D. Washington - extra mileage (Ck #1215)		\$ 100.00
8/4/08	SCE & G - DRAFT		\$ 211.68
8/6/08	Deposit - Estate Form 940 Refund, 12/07	\$ 115.07	
8/6/08	Counter Check - Sanford Brucker Banks - House Insurance deposit		\$ 3,000.00
8/7/08	Beech Island Water District (Ck #1230) Accts. #01-3940-00: \$11.00; #01-3942-00: \$11.00 (T)		\$ 22.00
8/7/08	AT & T (Ck #1231)		\$ 115.13
8/7/08	Secure storage - invoice range MN36788 (Ck #1232)		\$ 484.84

DATE	DESCRIPTION	RECEIPTS	DISBURSEMENTS
8/8/08	D. Washington - extra mileage (Ck #1218)		\$ 100.00
8/8/08	D. Washington - w/e 8/09/08 (Ck #1216) (E/T)		\$ 494.81
8/15/08	D. Washington - w/c 8/16/08 (Ck #1235) (E/T)		\$ 494.81
8/15/08	D. Washington - extra mileage (Ck #1236)		\$ 100.00
8/22/08	D. Washington - w/e 8/23/08 (Ck #1237) (E/T)		\$ 494.81
8/22/08	D. Washington - extra mileage (Ck #1238)		\$ 100.00
8/25/08	Deposit - proceeds from Christie's sale (notation: total of \$468,326.12, remainder available 9/10/08)	\$ 5,000.00	
8/25/08	Deposit - proceeds from Christie's sale	\$ 463,326.12	
8/29/08	D. Washington - w/e 8/30/08 (Ck #1239) (E/T)		\$ 494.81
8/29/08	D. Washington - extra mileage (Ck #1240)		\$ 100.00
9/01/08	Interest Deposit	\$ 9.86	
9/2/08	Law Office of James D. Bailey, PC - partial payment, fees and costs (Ck #1241)		\$ 50,000.00
9/2/08	Tressa T. H. Hayes, Esquire - Shipley & Hayes, partial payment appellate matters (Ck #1242)		\$ 10,000.00
9/2/08	Law Office of Sherry T. Barnes - payment towards fees/costs, Georgia Farm Bureau suit (Ck #1243)		\$ 5,000.00
9/2/08	Pope (Office) - partial payment for costs, etc., SA pvt. as per Court Order (Ck #1244)		\$ 100,000.00
9/2/08	Buchanan (Office) - partial payment for costs, etc., SA pvt. as per Court Order (Ck #1245)		\$ 100,000.00
9/2/08	Hogan & Harrison, LLP - portion, legal fees, Pullman Litigation. As per Court Order (NY) (Ck #1246)		\$ 50,000.00
9/2/08	Beech Island Water District (Ck #1255) Accts. #01-3940-00 and #01-3942-00 (T)		\$ 33.56

DATE	DESCRIPTION	RECEIPTS	DISBURSEMENTS
9/2/08	D. Washington - full sat. admin. claim against Estate (Ck #1268)		\$ 1,392.79
9/3/08	Deposit - Christie's sale	\$ 4,137.00	
9/5/08	D. Washington - w/e 9/6/08 (Ck #1247) (E/T)		\$ 494.81
9/5/08	D. Washington - extra mileage (Ck #1248)		\$ 100.00
9/8/08	SCE & G - DRAFT		\$ 234.18
9/9/08	SC Court of Appeals, Cannon Appeal (Ck #1256)		\$ 100.00
9/12/08	D. Washington - w/e 9/13/08 (Ck #1249) (E/T)		\$ 494.81
9/12/08	D. Washington - extra mileage (Ck #1250)		\$ 100.00
9/12/08	Cruise Security (Ck #1257) - (E/T)		\$ 276.50
9/12/08	Aiken County Circuit Court-filing fee (Ck #1258)		\$ 100.00
9/15/08	D. Washington - petty cash (Ck #1259)		\$ 100.00
9/15/08	D. Washington - petty cash (Ck #1260)		\$ 100.00
9/16/08	Aiken County - Motion filing (Ck #1262)		\$ 25.00
9/17/08	Premium Financing Specialists, Inc. - insurance on house (Ck #1266)		\$ 7,791.86
9/17/08	Security Federal Bank - DEBIT, payoff on loan		\$ 15,122.50
9/19/08	AT & T (Ck #1233)		\$ 108.06
9/19/08	D. Washington - w/e 9/20/08 (Ck #1251) (E/T)		\$ 494.81
9/19/08	D. Washington - extra mileage (Ck #1252)		\$ 100.00
9/22/08	Deposit - soundexchange, Estate of James Brown	\$ 4,674.15	
9/22/08	Deposit - 20 th Century Fox Film, JBE Inc., FSO James C Brown, The New JBE, Inc.	\$ 2.92	
9/22/08	Deposit - secure storage refund for overpayment	\$ 858.56	

DATE	DESCRIPTION	RECEIPTS	DISBURSEMENTS
9/23/08	US Treasury - payment towards Estate Taxes (Ck #1234)		\$ 10,000.00
9/26/08	D. Washington - w/e 9/27/08 (Ck #1253) (E/T)		\$ 494.81
9/26/08	D. Washington - extra mileage (Ck #1254)		\$ 100.00
9/29/08	Lisa Hicklin, portion of 8/19/08 transcript (Ck #1277)		\$ 40.00
9/30/08	Interest Deposit	\$ 15.36	
10/3/08	D. Washington - w/e 10/4/08 (Ck #1271) (E/T)		\$ 494.81
10/3/08	D. Washington - mileage (Ck #1274)		\$ 100.00
10/3/08	Adjustment for 0.81 cents not paid to Mr. Washington in Ck 1253	\$ 0.81	
10/6/08	Lisa H. Hicklin, remainder for 8/19/08 transcript (Ck #1267)		\$ 77.00
10/6/08	Zumwalt, Almon & Hayes, PLLC - invoice #10689 (Grammy Museum) (Ck #1269)		\$ 557.50
10/7/08	Lisa H. Hicklin, 9/28/08 transcript (Ck #1270)		\$ 331.50
10/8/08	SCE&G - DRAFT		\$ 287.90
10/10/08	D. Washington - w/e 10/11/08 (Ck #1272) (E/T)		\$ 494.81
10/10/08	D. Washington - mileage (Ck #1275)		\$ 100.00
10/10/08	Aiken County Clerk of Court - Motion to Dismiss, Farr Claim (Ck #1279)		\$ 25.00
10/10/08	Sizemore Security - portion, Inv. #150630 (Ck #1280)		\$ 1,000.00
10/10/08	Vann Appraisal Services - appraisal for estate taxes (Ck #1281)		\$ 3,700.00
10/10/08	Law Office of James D. Bailey, PC - partial payment, fees and costs (Ck #1282)		\$ 15,000.00
10/15/08	Difference in 10/15/08. BMI \$65.40 and Ent. Ptrs. \$30.68	\$ 96.08	

DATE	DESCRIPTION	RECEIPTS	DISBURSEMENTS
10/16/08	Ellis Lawhorne & Sims, PA - invoice #94077 (Ck #1283)		\$ 625.00
10/16/08	The Law Office of Leon Friedman - Brown v. AC&R v. Polygram, CA #3:92-1195-0 (Ck #1284)		\$ 350.00
10/16/08	Pope (Office) - partial payment for costs, etc., SA pvt. as per Court Order (Ck #1285)		\$ 15,000.00
10/16/08	Buchanan (Office) - partial payment for costs, etc., SA pvt. as per Court Order (Ck #1286)		\$ 15,000.00
10/16/08	Beech Island Water District (Ck #1287) Accts. #01-3940-00: \$13.20; #01-3942-00: \$13.20 (T)		\$ 26.40
10/16/08	Shipley & Hayes, PC, remainder payment through 10/9/08 appellate matters (Ck #1288)		\$ 7,580.00
10/17/08	D. Washington - w/e 10/18/08 (Ck #1273) (E/T)		\$ 494.81
10/17/08	D. Washington - mileage (Ck #1276)		\$ 100.00
10/18/08	Deposit - Soundexchange (Est. of James Brown)	\$ 3,738.26	
10/08	Deposit - Christie's	\$ 60,922.25	
10/21/08	adjustment on ck #1269		\$ 20.00
10/23/08	D. Washington - w/e 10/25/08 (Ck #1291) (E/T)		\$ 494.81
10/23/08	D. Washington - mileage (Ck #1292)		\$ 100.00
10/23/08	Deposit - (Christie's)	\$ 20,192.50	
10/27/08	AT & T (Ck #1295)		\$ 122.88
10/27/08	Sellars DuRant (Ck #1296)		\$ 9,191.00
	10/15 bill, Estate	\$8,324.00	
	10/15 bill, "I Feel Good" Trust	\$ 394.00	
	10/15 bill, James Brown	\$ 473.00 (E)	
10/28/08	Secure storage - invoice range NB73227 (Ck #1297)		\$ 484.84

DATE	DESCRIPTION	RECEIPTS	DISBURSEMENTS
10/28/08	LOAJP, PC - reimbursement, copies/costs for Cannon and Dallas/Bradley Appeals: 10/14-10/27 (Ck #1299)		\$ 951.24
10/28/08	Beech Island Water District (Ck #1300) Accts. #01-3940-00: \$13.20; #01-3942-00: \$13.20 (T)		\$ 26.40
10/28/08	Aiken County Clerk of Court - motion fee (Ck #1305)		\$ 25.00
10/28/08	Law Office of James D. Bailey, PC - partial payment, fees and costs (Ck #1306)		\$ 5,000.00
10/29/08	US Treasury - Estate of James Brown, Form 941, 3/31/08, EIN 20-7238700 (Ck #1307)		\$ 87.24
10/29/08	SCE&G - DRAFT		\$ 307.93
10/29/08	Hogan & Hartson, LLP - portion, legal fees, NY portion of \$25-\$31 Million claim, Pullman Litigation, as per Court Order (NY); Inv. # 1726701, 1735964, 1743933 (Ck #1298)		\$ 20,079.29
10/30/08	D. Washington - w/e 11/01/08 (Ck #1303) (E/T)		\$ 494.81
10/30/08	D. Washington - mileage (Ck #1304)		\$ 100.00
10/31/08	SC Department of Revenue - Estate of James Brown, WH-1605, 3 rd Qtr (Ck #1309)		\$ 264.55
10/31/08	US Treasury - Estate of James Brown, Form 941, 3 rd Qtr (Ck #1308)		\$ 1,699.62
11/2/08	Interest Deposit	\$ 13.12	
11/5/08	D. Washington - w/e 11/08/08 (Ck #1301) (E/T)		\$ 494.81
11/5/08	D. Washington - mileage (Ck #1302)		\$ 100.00
11/5/08	Beech Island Water District (Ck #1310) Accts. #01-3940-00: \$11.00; #01-3942-00: \$11.00 (T)		\$ 22.00
11/5/08	LOAJP, PC - costs only, 11/4 bill (Ck #1311)		\$ 894.94
11/6/08	AT & T (Ck #1312)		\$ 116.47
11/6/08	Pope (Office) - partial payment for costs, etc., as per Court Order (Ck #1313)		\$ 10,000.00



DATE	DESCRIPTION	RECEIPTS	DISBURSEMENTS
11/6/08	Buchanan (Office) - partial payment for costs, etc., SA pyl., as per Court Order (Ck #1314)		\$ 10,000.00
11/6/08	Deposit - Entertainment Partners	\$ 31.20	
11/13/08	SC Dept. Of Revenue - David Washington (Ck #1321)		\$ 500.00
11/13/08	Deposit - Christie's	\$ 500.00	
11/14/08	D. Washington - w/e 11/15/08 (Ck #1315) (E/T)		\$ 494.81
11/14/08	D. Washington - mileage (Ck #1316)		\$ 100.00
11/15/08	Zumwalt, Almon & Hayes, PLLC - invoice #10739 (Ck #1322)		\$ 481.25
11/15/08	Aiken County Treasurer - 2008 Property Taxes (Ck #1323)		\$ 6,945.15
11/21/08	D. Washington - w/e 11/22/08 (Ck #1317) (E/T)		\$ 494.81
11/21/08	D. Washington - mileage (Ck #1318)		\$ 100.00
11/21/08	Secure storage - storage, invoice range MW56468 (Ck #1325)		\$ 969.68
11/25/08	Law Office of James D. Bailey, PC - partial payment, fees and costs (Ck #1338)		\$ 5,000.00
11/25/08	US Treasury - Notice No. CP171 did 11/10/08; Taxpayer ID 57-0929939 (Ck #1337)		\$ 82.71
11/25/08	Secure storage- storage, masters, Inv. NJ75254 did. 10/31/08 (Ck #1333)		\$ 484.84
11/25/08	Sellers DuRant - Inv. #2008-1987 accounting services (Ck #1332)		\$ 440.00
11/28/08	D. Washington - w/e 11/29/08 (Ck #1319) (E/T)		\$ 494.81
11/28/08	D. Washington - mileage (Ck #1320)		\$ 100.00
11/30/08	Interest Deposit	\$ 5.96	
12/3/08	SCE&G - DRAFT		\$ 279.89
12/5/08	D. Washington - mileage (Ck #1327)		\$ 100.00

DATE	DESCRIPTION	RECEIPTS	DISBURSEMENTS
12/5/08	D. Washington - w/e 12/6/08 (Ck #1326) (E/T)		\$ 494.81
12/10/08	Zumwalt, Almon & Hayes, PLLC - invoice #10771 (Ck #1324)		\$ 192.50
12/10/08	Secure storage - masters, Inv. NT46097 did. 11/30/08 (Ck #1344)		\$ 490.90
12/10/08	AT & T (Ck #1345)		\$ 66.96
12/10/08	AT & T (Ck #1346)		\$ 43.47
12/10/08	Deposit - AARC \$3,116.34; National Fin. \$2.11	\$ 3,118.45	
12/12/08	Security for files: \$683.15 (Ck #1347); shelves/lock \$50.12; labor \$150.00		\$ 883.00
12/12/08	C. Edwards (Ck #1348)		\$ 150.00
12/12/08	D. Washington - mileage (Ck #1329)		\$ 100.00
12/12/08	D. Washington - w/e 12/13/08 (Ck #1328) (E/T)		\$ 494.81
12/15/08	Royalties received, 2 nd Half, 2008	\$ 1,590,412.21	
12/15/08	Royalties applied to TIAA debt as follows: Principal: \$ 1,017,004.94 Interest: \$ 573,407.27		\$ 1,590,412.21
12/19/08	D. Washington - w/e 12/27/08 (Ck #1340) (E/T)		\$ 494.81
12/19/08	D. Washington - mileage (Ck #1331)		\$ 100.00
12/19/08	D. Washington -extra mileage (Ck #1341)		\$ 100.00
12/22/08	Beech Island Water District (Ck #1349) Acct. #01-3940-00		\$ 35.20
12/24/08	D. Washington - w/e 1/3/09 (Ck #1342) (E/T)		\$ 494.81
12/24/08	D. Washington - mileage (Ck #1358)		\$ 100.00
12/31/08	Interest Deposit	\$ 3.55	
	Debt Outstanding (TIAA-CREF): \$13,165,163.25		
1/2/09	SCE & G - DRAFT		\$ 69.61

DATE	DESCRIPTION	RECEIPTS	DISBURSEMENTS
1/2/09	D. Washington - Mileage (extra trips) (Ck #1351)		\$ 100.00
1/2/09	D. Washington - reimbursement, supplies (Ck #1356)		\$ 100.00
1/6/09	Lisa Hicklin, transcript for 11/25/08 hearing (Ck #1339)		\$ 217.75
1/8/09	Cameron Edwards - assistance (Ck #1355)		\$ 75.00
1/8/09	SC Court of Appeals - filing motion (Ck #1141)		\$ 25.00
1/9/09	Robert L. Buchanan, Jr. - Reimbursement for Corbis Travel (Ck #1343)		\$ 739.98
1/9/09	D. Washington - w/e 1/9/09 (Ck #1359)		\$ 494.81
1/9/09	D. Washington - mileage (Ck #1360)		\$ 100.00
1/10/09	Deposit - Soundexchange \$10,685.86; AFTRA \$172.28	\$ 10,858.14	
1/14/09	LINK Conference Call, LLC - Inv dtd 1/1/09 (Ck #1352)		\$ 36.96
1/14/09	AT & T (Ck #1350)		\$ 108.67
1/14/09	Secure Storage - storage, masters, Inv. PA94865 dtd. 12/31/08 (Ck #1353)		\$ 484.84
1/14/09	Beech Island Water District (Ck #1354) Acct. #01-3942-00		\$ 55.00
1/15/09	SC Department of Revenue - D. Washington (Ck #1357)		\$ 500.00
1/15/09	Shipley & Hayes, PC - partial payment, appellate matters (Ck #1370)		\$ 5,000.00
1/15/09	Law Office of James D. Bailey, PC - partial payment, fees and costs (Ck #1371)		\$ 5,000.00
1/15/09	Hogan & Hartson, LLP - portion, legal fees, NY portion of \$25-\$31 Million claim; Pullman Litigation, as per Court Order (Ck #1372)		\$ 2,000.00

DATE	DESCRIPTION	RECEIPTS	DISBURSEMENTS
1/15/09	LOAJP, PC - costs only. 1/15/09 bill (Ck# 1373)		\$ 3,095.43
1/16/09	D. Washington - w/e 1/17/09 (Ck #1361)		\$ 494.81
1/16/09	D. Washington - extra mileage (Ck #1364)		\$ 100.00
1/18/09	Deposit - Entertainment Partners, James Brown	\$ 20.00	
1/20/09	D. Washington - petty cash reimbursement (Ck #1367)		\$ 100.00
1/23/09	D. Washington - w/e 1/24/09 (Ck #1362)		\$ 494.81
1/23/09	D. Washington - extra mileage (Ck #1365)		\$ 100.00
1/27/09	DRAFT - Check Order		\$ 101.25
1/28/09	Lisa Hicklin, transcript for 10/23/08 hearing (Ck #1169)		\$ 523.25
1/29/09	Kane Office Technologies - briefs, Dallas and Bradley Appeal (Ck #1374)		\$ 172.16
1/30/09	D. Washington - w/e 1/31/09 (Ck #1363)		\$ 494.81
1/30/09	D. Washington - extra mileage (Ck #1366)		\$ 100.00
1/30/09	SCE & G - DRAFT		\$ 72.73
2/1/09	Interest Deposit	\$ 3.50	
2/2/09	US Treasury - Fourth Quarter, 2008, Form 941 (Ck #1289)		\$ 1,699.62
2/2/09	SC Department of Revenue - 4 th Quarter, 2008, Form 1606 UH (Ck #1377)		\$ 264.55
2/6/09	Deposit - AFTRA (James Brown)	\$ 36.70	
2/6/09	D. Washington - w/e 2/6/09 (Ck #1170)		\$ 494.81
2/6/09	D. Washington - mileage (Ck #1171)		\$ 100.00
2/9/09	SC Court of Appeals - Bauknigh Appeal Notice \$100; Motion \$25 (Ck #1378)		\$ 125.00
2/9/09	Pope (Office) - partial payment for costs, etc., as per Court Order (Ck #1376)		\$ 5,000.00

DATE	DESCRIPTION	RECEIPTS	DISBURSEMENTS
2/9/09	Buchanan (Office) - partial payment for costs, etc., as per Court Order (Ck #1379)		\$ 5,000.00
2/9/09	Law Office of James D. Bailey, PC - partial payment, fees and costs (Ck #1380)		\$ 5,000.00
2/9/09	Shipley & Hayes, PC - partial payment, appellate matters (Ck #1381)		\$ 5,000.00
2/12/09	D. Washington - w/e 2/12/09 (Ck #1172)		\$ 494.81
2/12/09	D. Washington - mileage (Ck #1173)		\$ 100.00
2/12/09	D. Washington - petty cash (Ck #1174)		\$ 100.00
2/12/09	Chargeback of \$36.70; fee of \$5.00		\$ 41.70
2/20/09	D. Washington - w/e 2/20/09 (Ck #1382)		\$ 494.81
2/20/09	D. Washington - mileage (Ck #1383)		\$ 100.00
2/23/09	Secure Storage - storage, masters, Inv. PG31370 dtd. 1/31/09 (Ck #1386)		\$ 484.84
2/25/09	Lisa Hicklin - transcript of 10/23/08 hearing, for appeal (Ck #1393)		\$ 40.00
2/25/09	Daphne H. Helms - transcript of 1/30/09 hearing (Ck #1390)		\$ 667.75
2/25/09	Ben Franklin plumbing - repairs/ maintenance, Beech Island House (Check #1387)		\$ 300.00
2/27/09	D. Washington - w/e 2/27/09 (Ck #1384)		\$ 494.81
2/27/09	D. Washington - mileage (Ck #1385)		\$ 100.00
2/27/09	Aiken County Clerk (Ck #1398)		\$ 25.00
2/27/09	Ben Franklin - plumbing repairs/maintenance, Beech Island Home (Ck #1394)		\$ 1,863.50
2/27/09	Aiken County Probate Court (Ck #1397)		\$ 33.75
2/27/09	D. Washington - miscellaneous expense, plumbing (Ck #1403)		\$ 100.00
3/01/09	Interest Deposit	\$ 2.05	

DATE	DESCRIPTION	RECEIPTS	DISBURSEMENTS
3/2/09	Zumwalt, Almon & Hayes PLLC - Inv. #10834 - (Ck #1395)		\$ 770.00
3/2/09	Sellars, Cole & Bachkosky, LLC - Inv. 2009-29 (Ck #1396)		\$ 500.00
3/2/09	First Citizens Visa - reimbursement for AJP's trip to NY re: Corbis Litigation (Ck #1400)		\$ 637.30
3/2/09	AT&T - (Ck #1401)		\$ 111.14
3/2/09	Hogan & Hartson - Pullman matter, partial payment (Ck #1402)		\$ 2,000.00
3/2/09	Shipley & Hayes, PC - partial payment, appellate matters (Ck #1415)		\$ 2,000.00
3/2/09	Law Office of James D. Bailey, PC - partial payment, fees and costs (Ck #1416)		\$ 2,000.00
3/2/09	LOAJP, PC - costs only, 3/2/09 bill (Ck# 1417)		\$ 1,497.20
3/2/09	Kane Office Technologies - final brief, Cannon Appeal (Ck #1389)		\$ 226.08
3/2/09	SCE&G - DRAFT		\$ 87.27
3/3/09	Deposit - Sony BMG	\$ 34.77	
3/3/09	Kane Office Technologies - Julia/Royalties Project (Ck #1418)		\$ 21.40
3/3/09	Kinko's (Ck #1388)		\$ 28.09
3/6/09	SC Dept. of Rev. - D. Washington (Ck #1419)		\$ 400.00
3/6/09	D. Washington - w/e 3/7/09 (Ck #1404)		\$ 494.81
3/6/09	David Washington - mileage (Ck #1405)		\$ 100.00
3/12/09	Aiken County Circuit Court, Motion 59(e), McMaster Case, March 4 Order (Ck #1420)		\$ 25.00
3/13/09	D. Washington - w/e 3/14/09 (Ck #1406)		\$ 494.81
3/13/09	David Washington - mileage (Ck #1407)		\$ 100.00

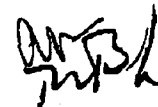
DATE	DESCRIPTION	RECEIPTS	DISBURSEMENTS
3/17/09	James D. Bailey - copies of Herring file (Ck #1433)		\$ 105.42
3/18/09	AT&T - (Ck #1425)		\$ 109.74
3/18/09	Secure storage- Invoice Range PR23539 (Ck #1426)		\$ 484.84
3/18/09	Zumwalt, Almon & Hayes, PLLC - Invoice #10863 (Ck #1427)		\$ 577.50
3/20/09	D. Washington - w/e 3/21/09 (Ck #1421)		\$ 494.81
3/20/09	David Washington - mileage (Ck #1422)		\$ 100.00
3/24/09	Aiken County Clerk of Court - file summons and complaint (Ck #1409)		\$ 150.00
3/24/09	Aiken County Clerk of Court - file summons and complaint (Ck #1408)		\$ 150.00
3/27/09	D. Washington - w/e 3/28/09 (Ck #1423)		\$ 494.81
3/27/09	David Washington - mileage (Ck #1424)		\$ 100.00
3/30/09	SCE&G - DRAFT		\$ 88.75
3/30/09	Deposit - Entertainment Partners (James Brown)	\$ 32.96	
3/31/09	Interest Deposit	\$ 1.26	
4/3/09	D. Washington - w/e 4/4/09 (Ck #1410)		\$ 494.81
4/3/09	David Washington - mileage (Ck #1411)		\$ 100.00
4/6/09	Deposit - Entertainment Partners (James Brown)	\$ 4.22	
4/8/09	Harley Ruff, Esquire- deposit for services (Ck #1428)		\$ 1,500.00
4/8/09	Buchanan (Office) - partial payment for costs, etc., as per Court Order (Ck #1429)		\$ 2,000.00
4/8/09	Pope (Office) - partial payment for costs, etc., as per Court Order (Ck #1430)		\$ 2,000.00
4/9/09	D. Washington - w/e 4/11/09 (Ck #1457)		\$ 494.81
4/9/09	David Washington - mileage (Ck #1458)		\$ 100.00

DATE	DESCRIPTION	RECEIPTS	DISBURSEMENTS
4/10/09	Deposit - soundexchange (Estate)	\$ 6,705.80	
4/16/09	SC Dept. Of Rev - D Washington (Ck #1432)		\$ 300.00
4/16/09	AT&T - (Ck #1466)		\$ 118.80
4/16/09	Secure storage - Invoice Range PY48727 (Ck #1467)		\$ 484.84
4/17/09	D. Washington - w/e 4/18/09 (Ck #1459)		\$ 494.81
4/17/09	David Washington - mileage (Ck #1460)		\$ 100.00
4/20/09	Beech Island Water District (Ck #1468) Accts. #01-3942-00 and #01-3940-00 (\$50.00 each)		\$ 100.00
4/23/09	Zumwalt, Almon & Hayes PLLC - Inv. #10904 (Ck #1469)		\$ 1,058.75
4/24/09	D. Washington - w/e 4/25/09 (Ck #1461)		\$ 494.81
4/24/09	David Washington - mileage (Ck #1462)		\$ 100.00
4/28/09	Aiken County Clerk of Court - Motion Fee, case #1647 (Ck #1470)		\$ 25.00
4/29/09	SC Department of Revenue - Form WH-1605. 1Qtr, 2009 (Ck #1472)		\$ 342.80
4/29/09	SC Employment Security Commission - Form UCE-120, 1Qtr, 2009 (Ck #1473)		\$ 85.35
4/29/09	Security Federal Bank - Form 940 Deposit. 1Qtr, 2009 (Ck #1474)		\$ 56.00
4/29/09	US Treasury - Form 941. 1Qtr, 2009 (Ck #1475)		\$ 1,884.92
4/30/09	Interest Deposit	\$ 1.05	
5/1/09	SCE&G - DRAFT		\$ 105.72
5/1/09	D. Washington - w/e 5/2/09 (Ck #1463)		\$ 494.81
5/1/09	D. Washington - mileage (Ck #1464)		\$ 100.00
5/1/09	SC Dept. Of Revenue - David Washington (Ck #1476)		\$ 523.97

DATE	DESCRIPTION	RECEIPTS	DISBURSEMENTS
5/1/09	Aiken County Clerk of Court - motion fee. Case #0597 (Ck #1477)		\$ 25.00
5/8/09	D. Washington - w/c 5/9/09 (Ck #1465)		\$ 494.81
5/8/09	D. Washington - mileage (Ck #1412)		\$ 100.00
5/15/09	D. Washington - w/c 5/16/09 (Ck #1413)		\$ 494.81
5/15/09	D. Washington - mileage (Ck #1414)		\$ 100.00
5/20/09	To show assets remaining at end 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 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, remaining assets: \$99,863,015.02		
	TOTAL	\$106,196,325.60	\$ 106,196,325.60
	Less Secured Claims, etc.:		
	1. TIAA Royalty Debt	\$ 13,165,163.25	
	2. Priority loan from TIAA/M&T. Trustee	\$ 100,000.00	

DATE	DESCRIPTION	RECEIPTS	DISBURSEMENTS
	3. Other claims, including Debts and disputed claims at nominal carrying value. ¹	\$ 1.00	
	Total Debts listed above	\$ 13,265,164.25	
	NET VALUE OF ENDING ASSETS	\$ 86,597,850.77	

¹ See Attached list of Status of Claims.



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.

STATE OF SOUTH CAROLINA
COUNTY OF Aiken

THIS IS TO CERTIFY
CORRECT COPY OF THE ORDER OF THE COURT
WITHBES MY HAND AND SEAL OF THE COURT THIS
20th DAY OF MAY A.D. 2009

JUDGE OF PROBATE FOR Aiken County, SC

3165

Handwritten signature

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 Indemnure. 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]

Na	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 unfiled 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

No. CREDITOR

EXPLANATION

PAYMENT
STATUS

18 Tom Wells

Petition for Allowance pending \$39,994.26. Has
been paid substantial amounts by PR/TrusteesClaim amount
Unpaid

overhead doc ISBROWN ADMINISTRATION ATTACHMENT CLAIM wpd

5

MEL

STATE OF SOUTH CAROLINA
COUNTY OF: AIKEN
IN THE MATTER OF: JAMES BROWN

IN THE PROBATE COURT
INVENTORY AND APPRAISEMENT
CASE NUMBER: 2007-ES02-0056

☐ ORIGINAL
☒ SUPPLEMENTAL # 1

Personal Representative(s): Russell L. Bauknight

Decedent's Social Security Number: 22-1-1111 Was there a will? ☒ YES ☐ NO
Decedent's Date of Death: 12/25/2006 Domicile at Death: Aiken SC
(county) (state)

The undersigned, being sworn, states: That the following schedules contain a complete and accurate inventory and appraisement of all real and personal property of this estate so far as the undersigned is informed: that he/she has estimated and/or appraised all listed property at its fair market value, according to the best of his/her knowledge and ability.

SWORN to before me this 3rd day of May, 2011.
[Signature]
Notary Public for South Carolina
My Commission Expires: 5/22/12

Attorney: Fred L. Kingsmore, Jr.
Address: PO Drawer 2428
Columbia, SC 29202
E-Mail:
Telephone: 803.253.8264

Signature: [Signature]
Name: Russell L. Bauknight
Address: PO Box 1330
Columbia, SC 29202
E-mail:
Telephone (O): 803.771.8943
(H):
Signature:
Name:
Address:
E-mail:
Telephone (O):
(H):

STATE OF SOUTH CAROLINA
COUNTY OF AIKEN
I, La. Godard, Clerk of Court of Common Pleas and General Sessions for Aiken County, South Carolina, do hereby certify that the foregoing constitutes a true and correct copy of the original documents which have been filed in my office this

MAY - 4 2011

[Signature]
Deputy Clerk

For estates of decedents, the gross fair market valuation of all assets, regardless of situs, should be given as of the date of death. List all out-of-state assets on appropriate schedules. A Supplemental Inventory should be utilized for correcting, adjusting or adding to an original inventory. A qualified and disinterested appraiser may be employed to ascertain the value of any asset, the value of which may be subject to reasonable doubt. If an appraiser is employed, his/her name and address should be indicated with the item or items he/she appraised.

Within ninety (90) days following appointment, a copy of the inventory and appraisement shall be sent to each interested person who requests it, and the original inventory filed with the Probate Court.

RECAPITULATION

	Non-Probate	Probate
Schedule A - Real Estate	\$ 60,000.00	\$ 0
Schedule B - Stocks and Bonds	0	202,000.00
Schedule C - Notes Due Decedent and Cash	0	138,565.00
Schedule D - Insurance on Person's Life:		
Part 1 - Payable to Estate	0	0
Part 2 - Payable to Beneficiary	0	0
Schedule E - Jointly Owned Property	115,000.00	0
Schedule F - Other Miscellaneous	0	4,812,285.00
Other Assets Payable to Estate	0	0
Schedule G - Transfers during Decedent's life	0	0
Schedule H - Powers of Appointment	0	0
Schedule I - Annuities and Retirement Accounts	0	0
TOTAL GROSS VALUE	\$ 5,327,830.00	\$ 5,327,830.00
ENCUMBRANCES	(0.00)	
TOTAL NET WORTH	\$ 5,327,830.00	

Filed: May 4, 2011 FILED: May 4, 2011 1:40 PM
Sue H. Roe @ 1:40 PM
Judge of Probate
By: [Signature] [Signature]
Deputy Clerk
3170

NOTE: WHEN COMPLETING THE FOLLOWING SCHEDULES, PLEASE REMEMBER TO LIST ALL ASSETS, REGARDLESS OF SITUS. ALL OUT-OF-STATE ASSETS MUST BE DISCLOSED.

SCHEDULE A – Real Estate (All interest in real property except those held with right of survivorship) (If none, so state.) (For jointly owned property with right of survivorship, see schedule E)

Item No.	Description (include county and state)	Tax Assessor's Fair Market Value for year of Decedent's Death	Appraised Value	Appraised Value of Decedent's Interest
1	House and lot in Richmond County, GA		60,000.00	60,000.00

TOTAL SCHEDULE A

(also enter under recapitulation, page 1)

\$ 60,000.00

SCHEDULE B – Stocks and Bonds (If none, so state.) (For jointly owned property with right of survivorship, see schedule E)

Item No.	Description	Face Value	Appraised Value
1	Smith Barney		202,000.00

TOTAL SCHEDULE B

(also enter under recapitulation, page 1)

\$ 202,000.00

SCHEDULE C – Notes due to Decedent, and Money on hand and in banks. (If none, so state.) (For jointly owned property with right of survivorship, see schedule E)

Item No.	Description	Value
1	Credit Mutual	440.00
2	First Bank of Georgia	10,415.00
3	SunTrust	1,371.00
4	SunTrust	322.00
5	Smith Barney	9,169.00
6	Enterprise Bank	95,700.00
7	Regions Bank	6,000.00
8	CitiGroup	15,148.00

TOTAL SCHEDULE C

(also enter under recapitulation, page 1)

\$ 138,665.00

SCHEDULE D – Insurance. (If none, so state.)
Part 1 – Life Insurance Payable to the Estate

Item No.	Description	Value
	None	

TOTAL PART 1 \$ 0.00
(also enter under recapitulation, page 1)

Part 2 – Life Insurance Payable to Beneficiaries

Item No.	Description	Beneficiary	Value
	None		

TOTAL PART 2 \$ 0.00
(also enter under recapitulation, page 1)

SCHEDULE E – Jointly owned Property (with right of survivorship) (If none, so state.)

NOTE: You must complete Schedule E if the Decedent owned any property jointly with right of survivorship at the time of death, whether or not the decedent's interest is included in the gross estate.

Percentage includible:

1 – Joint interest held by decedent and spouse – the amount included is one-half (50%) of the value in all cases.

2 – Other joint interest – Generally you must include the full value of the jointly owned property in the gross estate. However, the full value should not be included if you can show that a part of the property originally belonged to the other tenant(s). The amount included is the amount of the decedent's contribution to the joint account(s).

Item No.	Description	Joint Owner(s)	Percentage Includible	Appraised Value of Decedent's Interest
1	Acreage in Aiken County, SC	Yamma N. Brown	100	115,000.00

TOTAL SCHEDULE E \$ 115,000.00
(also enter under recapitulation, page 1)

SCHEDULE F --Miscellaneous Personal Property -- tangible personal property, employment bonus or award, interest in a partnership or unincorporated business, articles of collections having either artistic or intrinsic value, etc. (If none, so state.) (For jointly owned property with right of survivorship, see Schedule E.)

Item No.	Description	Value
1	Jewelry and Furs (reported as item 5 on originally filed Inventory and Appraisalment)	114,529.00
2	Royalty interests, persona, image, likeness, and other intangible rights, etc.*	4,697,736.00
	* Item 2 reported above is based on valuation accepted in final audit settlement with the Internal Revenue Service and encompasses items previously reported on originally filed Inventory and Appraisalment as items 1, 2, 3, 4, and 6 of Schedule F as well as certain assets previously reported on Schedule G, net of all related debt.	

TOTAL SCHEDULE F \$ 4,812,265.00
(also enter under recapitulation, page 1)

NOTE: FOR SCHEDULES G, H, AND I, LIST VALUES ONLY IF PAYABLE TO ESTATE.

SCHEDULE G --Transfers During Decedent's Life -- Transfers intended to take effect at death. United States Government Bonds "Payable on Death", Trust created by Decedent in which income for life was retained, power to revoke or other incidents of ownership retained, life insurance transfers. Lifetime transfers of real property in which decedent retains a life estate or other incidents of ownership.

Did Decedent make any transfer during lifetime as described above? ☒ YES ☐ NO

(If "yes" please give date and type of transfer and list total amount payable to estate:
(If more space is required, insert additional sheet of same size.)

Decedent created and funded a trust during his lifetime. No trust assets are payable to the Estate and therefore are not reported here.

TOTAL SCHEDULE G \$ 0.00
(also enter under recapitulation, page 1)

ENCUMBRANCES – (e.g., mortgages, liens, judgments, etc., but not general debts of the estate) – List specific assets encumbered.

Item No.	Schedule & Item Number Encumbered Thereby	Description & Amount
	None	
	Debt reported on originally filed Inventory and Appraisalment is included in the valuation reported on Schedule F, item 2.	

TOTAL ENCUMBRANCES

(also enter under recapitulation, page 1)

\$ 0.00

MANIFESTLY NON-TAXABLE

(To be executed by the Probate Court Judge in those cases where it appears that the estate is NOT RESPONSIBLE to the South Carolina Tax Commission under the provisions of the Estate Tax Laws of the State of South Carolina, i.e., the total gross value is indicated to be less than prescribed limits.)

It appears from the foregoing record of the above captioned estate on file in the Probate Court of this county, such estate is not reportable to the South Carolina Department of Revenue.

Executed this _____ day of _____, 20____

_____, Probate Court Judge

STATE OF SOUTH CAROLINA
COUNTY OF AIKEN
Adele J. Pope,
Plaintiff,
v.
Estate of James, Brown and The
James Brown 2000 Irrevocable Trust,
Defendants.

) IN THE COURT OF COMMON PLEAS
)
) Case No. 2013-CP-02-1337
)
)

) AFFIDAVIT OF ADELE J. POPE
) RELATED TO DEFENDANTS'
) DESIGNATED EXPERTS'
) AND PLAINTIFFS' EXPERTS
) THE WINGATE SUIT
)
)
)

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

1. I am over 21 years of age, and submit this affidavit based on my personal knowledge and belief.
2. On May 26, 2009 Defendants owed me approximately \$1.4 million, with interest at the legal rate. Under my valid contract with defendants, approved by Order of Judge Doyet A. Early, III ("Jg. Early"), almost a million dollars in interest over the 7 ½ years defendant has accrued while Defendants, acting through Russell L. Bauknight ("Russell") refuse to pay me.
3. The primary reason stated by Russell for allowing \$120,000 of interest to accrue on a valid debt of Defendants to me is Russell's claim, and that of his Nexsen Pruet ("NP") lawyers, that Defendants will be entitled to an offset equal or greater than what I am owed from the claims against me in Richland County Case 2010-CP-40-4900 (the "Wingate Suit").
4. On May 19, 2010 Tommie Rae Hynie ("Hynie") , Will contestants represented

FILED

1.19.17

Robert L. Harte
Clerk of Court

Anita Knoepfle
Deputy Clerk

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by Louis Levenson, Esq. ("Levenson"), clients of David Bell, Esq. ("Bell") and Russell in numerous capacities sued Robert Buchanan, Jr. ("Bob") and me in the Wingate Suit.

5. By 2011 Bell and his client had planted a false story about the Grammy © which Russell/NP would endorse and Russell/NP had told the IRS and the Supreme Court that Brown's worldwide music empire was worth \$4.7 Million.

6. In 2012 Russell paid the Wingate Firm \$563,000 in addition to its 23% - 40% contingency. \$500,000 was for expert witness fees, and was returned without interest in 2013.

7. In 2013, over Russell's objection, the Wingate contract was made public by a federal judge. It was signed by Russell and lawyers expecting to hold onto \$20 million in undeserved contingency legal fees if they could stop the *Wilson v. Dallas* appeal - Levenson, Bell and Alan Medlin ("Medlin").

8. By 2014 Russell/NP watched as Bell, Levenson and Hynie started siphoning off Federal Copyright Act Termination Rights contracts that should have been secured by Russell to protect the 900 copyrights James Brown gave his "I Feel Good" Charity.

9. In 2015 public documents Hynie's lawyers have been trying to hide for 9 years (Feb. 2, 2008) confirmed that Hynie was married, living in Texas and thought she might be pregnant before she met James Brown and began concealing her marriage.

10. In 2016 Lt. Governor Henry McMaster – Attorney General ("AG") when the Wingate Suit was filed – stated under oath that he had no personal information about James Brown matters; relied on his staff; didn't recall having read James Brown's will; and did NOT sue Bob and me in the Wingate Suit.

11. Lt. Governor McMaster testified in his deposition that he did not authorize

the 2010 Wingate Suit to be brought in the name of the State/AG and did not know until after he left office that his name was on the Wingate Suit as a Plaintiff. McMaster said he never authorized Russell to claim in the Wingate Suit that he is acting "on behalf of the Attorney General of South Carolina," as Russell has done for 6 1/2 years.

12. Now, in January 2017, Russell/NP and Wingate are trying to spend \$500,000.00 for experts for Hynie, Levenson and Bell, as it has become clear that the Wingate Suit was fabricated

13. On November 28, 2016 Russell/NP disclosed (with no opinions) the experts in this case under Jg. Early's Scheduling Order which case provides in relevant part:

2. Respondents shall identify all expert witnesses by full name and address and serve expert(s) reports containing a complete statement of all opinions to be expressed by each expert and the basis and reasons therefor or make said experts available and prepared to testify regarding all opinions by deposition, on or before **November 25, 2016**

... 5. All depositions shall be completed no later than **April 14, 2017**.

... 8. This case is set for trial on or after **July 1, 2017**.

14. Since November 29, 2016 Russell/NP have refused to make said experts available and prepared to testify regarding all opinions.

15. On January 4, 2017, Russell/NP told Jg. Early they intended to conclude all expert depositions by April 14 (except 2 scheduled for later in April). The same day, Russell/NP and Wingate served me with a motion to stop all expert depositions until expert discovery could be consolidated with the Wingate Suit.

16. On January 13, 2017 the files of 8 of the 9 experts for the Wingate Suit Plaintiffs, now designated Defendants' experts in this case, disclosed that not a single expert had concluded by November 25 – or has concluded today – there was anything

improper in Bob's and my services as Sas, as PR/Trustees or in the conduct of the appeal which resulted in the *Wilson v. Dallas* decision.

17. Substantial portions of Defendants' Experts' files are filed herewith, and each is described below.

1. Defendants' Designated Expert Mark Hobbs, CPA

18. On November 28, 2016 Russell/NP said in Defendants' Designation:

Mr. Hobbs' testimony is expected to include but not be limited to the propriety of Plaintiff's income tax preparation and filing, estate tax return preparation and filing, and other accounting and tax related matters in this case, and any damages suffered by the estate or trust as a result of actions Plaintiff took or failed to take in this case. Mr. Hobbs had not produced a written report.

19. Mr. Hobbs' file contains only 437 pages, significant parts of which are attached hereto as Exhibit A, and which show the following:

a. Mr. Hobbs hand delivered a fee contract to Kenneth Wingate and his firm ("Wingate"), who, among others, represent Hynie and claim to represent AG Wilson, on July 16, 2010. Mr. Hobbs and four others proposed to work for \$250 an hour or less, with a \$10,000 retainer, to:

review various legal documents, tax records,...in sufficient detail so we can determine the damages incurred by the Estate of James Brown as a result of various actions by the defendants or their failure to take advantage of financial opportunities during their period of responsibilities [sic] **the plaintiffs**. [Emphasis supplied. Hobbs 313.]

b. Wingate signed the contract with the Wingate firm on Sept. 8, 2010.

c. In response to a subpoena from my counsel in the Wingate Suit dated May 3, 2011 [Hobbs 315 - 318] Mr. Hobbs produced no opinions or drafts.

d. At the time, the file appears to have contained the Wingate Suit complaint [Hobbs 391 - 403] and Bob's and my Answer and Counterclaim in the Wingate Suit (Hobbs 319 - 352), It may have also contained the James Brown Estate Tax Return and Exhibits dated Sept., 24, 2008.

[Hobbs 97 - 312]

e. On November 23, 2016 Mr. Hobbs sent NP a proposal to:

...assist you with financial consultation, investigation and inquiry with respect to the financial issues related to the Estate Administration and Estate Tax Return as filed on behalf of the Estate by the personal representative. Our work will be that of a testifying expert.

f. On December 1, 2016 NP lawyer William Newsome, Esq. ("Billy") accepted the contract for NP, agreeing to pay Hobbs \$300 per hour and a \$5,000 retainer. [Hobbs 369 - 372]

g. Mr. Hobbs' file contains my letter, Notice of Deposition and Subpoena for Mr. Hobbs to appear at deposition and bring his entire file and opinions in Richland County on December 30, 2016. Mr. Hobbs did not comply. [Hobbs 404 - 412]

g. The file contains the history of attempts to have Russell/NP make Mr. Hobbs available and to obtain his file. [Hobbs 413 - 437]

20. In the 6 ½ years since Mr. Hobbs was engaged, none of Russell/Wingate, Russell/NP or Mr. Hobbs asked for, nor was Mr. Hobbs given, the file of Court-appointed CPA, William Sellars, Jr, who prepared the estate tax return. Nor has Mr. Hobbs been given the \$4.7 Million Philpott Ball appraisal which was generated the month he was hired, and had already been reviewed in draft form by AG Sonny Jones and others.

21. When engaged for the second time, Mr. Hobbs was apparently not told the the Estate/2000 Trust was claiming in the S.C. Court of Appeals that Hynie was not Brown's spouse, an element essential to the analysis of the estate tax return. Nor was he told that Russell/NP had claimed to the IRS that Brown's music empire was worth only \$4.7 Million; Brown's TPP worth \$.5 million; and that Russell/NP had declined to

correct with the IRS the marital deduction they claimed for Hynie.

22. I am informed that there is nothing in the Hobbs file which supports withholding a \$1.4 million payment due in 2009 and accruing interest at about \$120,000 a year from me.

2. Defendants' Designated Expert Tiffany Provence, Esq.

23. On November 28, 2016 Defendants/NP said of Ms. Provence in Defendants' Expert Designations:

Ms. Provence's testimony is expected to include but not be limited to the duties of a personal representative and trustee under the South Carolina Probate Code and the South Carolina Trust Code and the execution of those duties, including ethics issues; the propriety of Plaintiff's execution of those duties in this case, including any breach of those duties by Plaintiff; any damages suffered by the estate or trust as a result of actions Plaintiff took or failed to take; and a review of the reasonableness of the compensation requested by Plaintiff. Ms. Provence has not produced a written report.

24. By December 2 Ms. Provence's office had given a tentative date for her deposition in January 2017, but Russell/NP were going to extraordinary length to stop both the deposition and the release of Ms. Provence's file.

25. Ms Provence was disclosed as an expert against Bob and me in the Wingate Suit in 2010.

26. When Ms. Provence's file was sought in May 2011 by my carrier's counsel, Ms. Provence wrote saying she had nothing to produce. [Prov. 19 - 22]

27. When released in January 2013, the Provence file, the entirety of which is attached as Exhibit B, is only 30 pages and still she has issued no opinions or been given documents to review.

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28. It appears Ms. Provence has not been told the difference between the 2010 suit filed by Ms. Hynie and Russell claiming to act on behalf of the Attorney General of South Carolina, with others, against Bob and me, and my 2013 claims suit.

29. Between the time she was hired in the Wingate Suit in 2010 and her being designated by Russell/NP in November 2016, Ms. Provence was not given the documents to show the devaluation of Brown's music empire from \$84 million to \$4.7 million initiated by Alan Medlin, Esq. ("Medlin") counsel for Hynie, with NP and others in 2009; the "appraisal" secured in 2010 to support the Medlin devaluation; the Greenberg Traurig claim which was reported at ZERO on the estate tax return; the Corbis Publicity Rights contract which was rejected by Bauknight/NP, who valued Brown's Publicity Rights at ZERO in IRS and Supreme Court filings; or Jg. Early's October 8, 2013 hearing in which he "double approved" Bob's service and found, based on his personal observation, that there was no basis for any disgorgement by Bob.

3. Defendants' Designated Expert Jones E. Herbsman, Esquire

30. In Defendants' Designation of Mr. Herbsman, he was stated to be a New York lawyer and member of the firm Shukat Arrow Hafer Weber & Herbsman, LLP and:

Mr. Herbsman's testimony is expected to include but not be limited to Music industry standards and the prudent management of a celebrity entertainer's estate, including business opportunities, **termination rights, and other transactional matters**, the propriety of Plaintiff's actions in this case, and any damages suffered by the estate or trust as a result of actions Plaintiff took or failed to take **in this case**. [Emphasis Supplied]

31. Significant portions of Mr. Herbsman's 261-page file as of January 13, 2017, are attached to this Affidavit as Exhibit C.

32. The file, viewed in relation to Defendants' and NP's actions during the

period, shows:

a. Counsel for Defendants in this case appear not to have even spoken to or been in any contact with Mr. Herbsman at any time before he was disclosed by Defendants as an expert in this suit on November 28, 2016.

b. The first contact was made by a Wingate Suit lawyer at 4:38 -4:40 p.m. November 21, 2016. Mark Gende ("Gende") emailed:

Scott Pascucci has given me you [sic] name on a matter, which I would like to contact you about today, if possible. [Herb. 13]

c. At 7:19 pm the same day, Nov. 21, Mr. Herbsman emailed, in part :

Nice to speak...

I am also checking with my insurance carrier to make sure Expert testimony is covered under my policy...
My billing rate is \$500 an hour...

d. At 9:54 p.m. Gende sent Mr. Herbsman an email that said:

Attached are some documents for your review. These relate to termination rights issues. [Herb. 16]

e. Attached were the McMaster Settlement documents signed by AG McMaster, Hynie and others in the 2008 settlement which were voided by *Wilson v. Dallas*. The *Wilson* decision was not attached or referenced. [Herb. 17 - 81]

f. At 10:00 p.m. the same night, November 21, Gende email again:

Attached are additional documents for you [sic] review.

g. The attachment, entitled "Pope's Summary of Activities.pdf," was Exhibit 8 to the Joint Affidavit Bob and I filed in July 2009 to support our claim [Herb. 83 - 182]

h. At 10:02 pm the same night Gende emailed " Buchanan Summary of Activities.pdf," which contained Exhibit 9, Bob's Activities between November 20, 2007 and May 26, 2009. [Herb. 184 - 229] Mr. Herbsman was not told Jg. Early had approved all of Bob's work on October 8, 2013.

i. On November 22 Mr. Herbsman acknowledged receipt of the documents and began arranging a phone meeting for the following day. At 2:39 pm. Mr.

Herbsman emailed:

...I won't have had a chance to review everything you sent by then so if next week is better, that's fine.

j. At 2:40 pm on November 22, 2016 Gende emailed

I need to clear with some others. I'll get back to you.

k. At 5:06 pm November 22 Gende emailed Herbsman

I will contact you tomorrow about what time works for everyone who needs to be on the call...

l. Mr. Herbsman's file contains no notes or other evidence of who was on the conversation or what was discussed, but bnewsome@nexsenpruet.com was copied on an email from Gende to Mr. Herbsman at 9:52 am November 23.

m. On November 28, 2016 Defendants, through NP, disclosed Mr. Herbsman as an expert in this case.

n. On December 2, 2016 I properly noticed Mr. Herbsman's deposition in this case for January 10, 2017. [Herb. 248- 251]

o. On Dec. 7 at 1:36 p.m. Mr. Herbsman emailed Gende, with attachment, and said:

I have received the attached. Do I respond? [Herb. 247]

p. Attached to the email were my letter to Billy Newsome with copy to Mr. Billy, w/ copy to Mr. Herbsman dated December 2, 2016 and the Notice of Mr. Herbsman's deposition for January 10, 2017 with a copy of Judge Early's Scheduling Order in this case. [Herb. 248 -251]

q. The same day, December 7, at 1:44 p.m. Gende emailed:

Jonas:

No. We will handle. Thanks. [Herb.252]

r. According to the file, the next contact between Gende and Mr. Herbsman was December 20, 2016.

s. Between the contacts, my Wingate Suit counsel requested the file of Mr. Herbsman[Herb 1 - 8]

t. On December 20, 2016 a series of Gende/Herbsman emails arrange a "brief

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phone conference." [H. 253 -257]

u. By 5:29 p.m. the meeting had been set for December 21 at 2. [H259 -260]

v. At 4:21 p.m. on December 21 Jeanine Denzer emailed to Gende a link to download the emails "between you and Jonas regarding the Estate of James Brown." The download by WeTransfer contained "JEH and MG Emails 11 -21-2016 through 12-20-16.zip and stated **Will be deleted on 28 December, 2016.** [Herb.10]

w. By January 2017, Mr. Herbsman had no opinions. He had not appeared at deposition; NP and Defendants were trying to stop the deposition they told Jg. Early they agreed to; and NP/Defendants were refusing to make Mr. Herbsman's opinions, if any, available in proper discovery.

x. Between January 8 and 12, NP/Defendants stalled, then called off Plaintiff's scheduled plan to review documents on January 12 based on an alleged defect in the Confidentiality Order NP had procured in 2016.

y. On the afternoon of Friday, January 13, 2017 NP withdrew Defendants' objection to the document review and agreed to reschedule.

z. On Friday, January 13, 2017 I received a copy of the Herbsman file.

33. For most of the 3 years and 7 months since I was forced to file this lawsuit by Bauknight/NP's Notice of Disallowance with Impending Bar Mr. Herbsman had apparently not even been hired by Defendants, and has never been sent any documents which would allow him to form a reasonable opinion related to any James Brown matter, especially Federal Copyright Act Termination Rights issues in the James Brown litigation, or my service.

34. Mr. Herbsman was apparently unaware of my 2011 draft article with Plaintiff's expert Wm. Jeffrey Smith, *Private Foundation, Copyright Heirs, and Musical Millionaires: Why the James Brown "I Feel Good" Trust doesn't...*, or of the Petition for

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Certiorari filed with the United States Supreme Court by Plaintiff's expert Charles Carpenter, Jr., Esq., related to the damage caused by an incorrect, collusive finding that Hynie was Brown's spouse where all evidence – including her own handwritten admissions – is to the contrary.

4. Defendants' Designated Expert Julian Walker, Esquire

35. Julian Walker, Esquire ("Julian"), like all 9 experts of Defendants, was not disclosed in response to Plaintiff's first Interrogatories in this case issued more than two years ago.

36. Julian had, however, issued what was purported to be an expert "opinion" for the settling parties in the McMaster settlement deal, the thrust of which was that Bob and I were opposing the McMaster settlement which dismembered James Brown's "I Feel Good" Trust solely for purposes of delay.

37. Julian's file, attached hereto as Exhibit D, was certified on January 12, 2017 to be complete, is just over 20 pages.

38. With the known facts surrounding Judge Early's scheduling Order, Julian's file shows:

a. On November 22, 2016 at 5:55 pm, Gende emailed Julian with a copy to Billy, referencing a phone conversation "concerning your work as an expert witness in the James Brown beach [sic] of fiduciary action brought by the Estate, et al against Adele Pope." A copy of the summons in the Wingate file appears in Julian's file.

b. On November 28, 2016 Defendants/NP disclosed Julian as an expert on a broad number of estate and 2000 Trust issues.

c. On November 30, 2016 at 9:45 am Julian sent Gende an email with the Subject: "Sweeny, Wingate & Barrow – M. V. Gende - Engagement Letter – 11-29-16. The email cites Julian's BOI and the Engagement Letter, and said:
Mark, Please see attachments. Thanks, Julian

d. In the proposed engagement letter Julian was to be engaged by the Wingate Firm; receive a \$1,500 non-refundable retainer; and bill at the rate of \$600 per hour.

e. The file shows that Gende sent the retainer fee to Julian on November 30, after securing his W-9.

f. The file shows that on December 15, 2016 my lawyer in the Wingate suit sent a certified letter seeking Julian's file.

g. The file does not contain the letter; notice of deposition; or subpoena which I sent to Julian on December 2, 2016, noticing his deposition for December 29, 2016. Nor does it explain why Julian failed to appear.

39. In December 2016 when Billy began suggesting that expert discovery in this case should be consolidated with Hynie's and AG Wilson's Wingate Suit, I suggested that it would be too expensive for me and for the needy students.

40. I proposed that if Defendants complied with their obligation to make Julian available under the Scheduling Order, finding out what his opinions are would be inexpensive.

41. Julian simply failed to appear for his December 28, 2016, even though he made no objection to the subpoena.

42. I do not know the reason why Julian's notice and his bill referenced within the file were not in the file, as to which Julian asserts nothing has been withheld.

5. Defendants' Expert Laura Woolley, AAA

43. Other than the existence of the Wingate Suit in which Russell is a Co-Plaintiff with Hynie and the Levenson Will contestants – and purports to speak for the AG – Defendants asserted in opposition to my partial Summary Judgment motion for the approximately \$1.4 million which has been earning interest since May 2009, that

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there were problems with the July 17, 2008 Christie's sale. This is not the case.

44. According to Defendants' November 28, 2016 Designation of Ms. Woolley as an expert:

Ms. Woolley's testimony is expected to included but not be limited to a review of the reasonableness and propriety of Plaintiff's management of the auction of estate assets and any damages suffered by the estate as a result of such auction. Ms. Woolley has not produced a written report.

45. The Christie's sale of approximately 350 of Brown's thousands of items of Tangible Personal Property ("TPP") was necessary and appropriate, and was approved by three court orders. One directed Bob and me to sign the Christie's agreement.

46. The Christie's sale took in over \$700,000.00 of the \$2 Million value Bob and I reported on the estate tax return for TPP. [Russell later told the IRS all TPP, including Mr. Brown's fleet of autos, the Christie's sale, and thousands of other items was worth only \$.5 million when he died.]

47. The Supreme Court picked up a false claim about the Grammy © withdrawal, which was entirely appropriate, which was planted at Kilpatrick Stockton ("KS") by Bell and/or his client(s), who were working with KS.

48. Prior to December 2, 2016, I made the same efforts with Billy and Ms. Woolley's office to try to schedule her "expert" deposition. When that failed, I noticed her deposition for January 2017.

49. From early December until today, Defendants have repeatedly tried to block Ms. Woolley's deposition, including by claiming (incorrectly) that I did not properly consult before noticing it, and that she is available, but that later would be more convenient.

50. On January 13, 2013, I received Laura Woolley's file, which consists of 31 pages.

51. With other known facts, the Woolley file shows:

- a. In January 2007 Ms. Woolley left Julien's auction house. Mr. Julien had worked with Albert "Buddy" Dallas in 2007 on a proposed sale of Brown's TPP, but became embroiled in controversy when he spoke to the *Metro Spirit* newspaper and some family members, represented by Levenson, objected.
- b. Because of the *Metro Spirit* article and dissatisfaction of some family members, Bob and I decided not to consider Julien's as the agent for the sale which took place at Christie's in July 2008.
- c. Ms. Woolley's file, which is attached as Exhibit E, does not indicate that she was told of the Julien's controversy; of AG McMaster's endorsement of the Christie's sale in Court of Appeals filings; or of the 3 court orders approving the sale.
- d. Even though the Wingate Suit was filed almost seven years ago, it appears that Gende's first contract with Laura Woolley was November 10, 2016.
- e. In an email sent at 7:58 am November 11, Gende said:

Thank you for speaking with me yesterday about this matter. I look forward to receiving your rate sheet and CV and speaking with you in more detail about this matter.
- f. By email dated November 12 at 3:10 pm Ms Woolley sent Gende her CV and said her charge was \$225 per hour for appraisal work and \$450 an hour for expert witness work. [W10]
- g. Gende appears to have sent Ms. Woolley only 1 document, on November 22. It is a copy of a March 27, 2008 letter to Bob and me from The James Brown Legacy, Inc., Atlanta Georgia.
- h. The TJBL Letter of Intent dated March 27 proposes to purchase all of the assets in the Christie's Estate Tax Appraisal for \$2 million on behalf of Terry Brown, referred to as "sole heir to the Estate of James Brown and TJBL.
- i. On November 27 at 4:08 pm Gende asked Ms. Woolley if she would "Have a few minutes for a phone call on Monday..."
- j. On November 28, 2016 Gende wrote Billy, with a copy to Ms. Woolley, stating:

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Please forward Laura Woolley an email with your contact information, as he will be working with us on both Case 1337 (your fee claim case) And Case 4900 (my breach of fiduciary duty case). [W 16]

i. On November 28 at 2:22 Billy send this contact information to Ms. Woolley. [W. 17]

k. On December 2, after being unable to get an agreed date, I noticed Ms. Woolley's deposition for January 2017.

l. On December 20 at 11:22 Gende asked Ms. Woolley if that day would be convenient for a brief telephone conference.

m. On January 4, 2017 Gende emailed Woolley saying he was "following up on "some document matters in this case, " and said his associate Paul Kent ("Kent") would be getting in touch.

n. On January 11, when asked by Kent in an email for her emails, Woolley said:

I can send you every email I have, they are simply logistic messages that express interest in setting up phone calls as well as my forwarding of the message received from Pope regarding depositions scheduling...

o. On Friday, January 13, 2017, I received Ms. Woolley's file.

52. Forty five days after Ms. Woolley was required to be made available and prepared to testify about her opinions she had none. Nor has she been given even basic documents to help her form one. Ms. Woolley was not even told, for example that Russell/NP told both the IRS and the S.C. Supreme Court that ALL of Brown's TPP, including what was sold at Christie's was worth only \$.5 Million when he died. This includes his fleet of cars and thousands of items placed by Bob and me at four museums for safekeeping in 2008.

Defendants' Designated Expert Roger Miller

53. On November 28, 2013 Defendants designated Roger Miller, CFA, as an expert and said:

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Mr. Miller's testimony is expected to include but not be limited to **termination rights valuation, music catalog issues, royalties and rights issues, and other issues concerning the valuing, acquiring or selling, and managing an artist's intellectual property.** Mr. Miller has not produced a written report. [Emphasis supp.]

54. Defendants did not comply with the Scheduling Order by either giving Mr. Miller's opinions or making him available and prepared to testify about them.

55. I received what purports to be Mr. Miller's entire file, only 60 pages, on January 13, 2017. [See Exhibit F]

56. With what is otherwise known, Mr. Miller's file shows:

- a. On November 28 Mr. Miller was designated by Defendants as an expert.
- b. On December 2 I noticed Mr. Miller's deposition for January 9, 2017. [The letter, but not actual notice, appears in the Miller file.]
- c. When Mr. Miller was designated he had not been engaged.
- d. Gende began to contact with Mr. Miller on November 25. [M. 45]
- e. Mr. Miller sent a bio to Gende and advised that h would "be happy to provide you with valuation and expert witness services (should they be needed) at a arate of \$300 per hour, plus reimbursement ...")
- f. On December 7 Mr. Miller sent my December 2 Deposition Notice and cover letter to Billy and Gende.
- g. In emails of December , Mr. Miller and Gende Discuss whether one or two engagements letters are necessary.
- h. On December 16, 2016 both Gender and Billy signed a contract for James Brown's Estate to pay Miller \$300 per hour (by half hours); \$2,400 per day of testimony; and for expenses. The unpaid ballance bears interest at 1 ½% if not paid within 30 days. A \$1,500 non-refundable retainer of \$1,500 was paid.
- i. The clients in the Retention Agreements, returned to Gende on

December 23, 2016, appear to be the Estate of James Brown, through Wingate, and Nexsen Nexsen Pruet.[M 18-24, 36]

j. Among Mr. Miller's obligations was to be available on reasonable notice to testify, and there is not evidence in the file he was not available on the date his deposition was noticed. [M. 20]

kj. Among the duties of the Clients in the Agreement is to notify Expert of all parties and attorneys in the case so that Expert can check for conflicts of interest., but there is no evidence Wingate or NP has done so. [M 19]

l Paragraph 9 of the Agreement, entitled "Scope of Services," states that the objectives of the engagement are:

a. Provide an independent estimate of value of the portion or portions of the Estate of James Brown as specified by Client.

b. Provide expert analysis, reports, and testimony related to the Valuation provided in paragraph 9a, and to the areas of Expert's expertise as requested by client

m. The next contact is emails regarding a December 20 phone meeting.
n On January 10, 2017 at 2:29 Kent follows up on subpoena compliance. [K 32]

o. By email of January 10, 2:36 p.m. Mr. Miller advises Kent that providing the documents is on his to do list. He says:

All we have by way of documents are a few brief
Emails and my service agreement ..

57. Among the duties of Client (Brown's Estate) in the December 18 agreement are 6d, to provide Expert with originals (copies if originals not available or access to all non -privileged documents, evidence and other materials in the underlying legal matter and 6d, notifying the Expert of all parties and attorneys in the case so that Expert can check for conflicts.

58. Six weeks after Judge Early's Scheduling Order required Miller to be prepared to testify as to his opinions, it does not even appear that he was told that the

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Defendants (Sojourner) are pursuing an appeal in which they claim Hynie is not Brown's spouse; that Bauknight/NP are claiming the James Brown Legacy Trust does not exist, and other basic facts.

Defendants' Expert Brad Sharp

59. Much of Defendants' Expert Brad Sharp's 323-page file is attached as Exhibit G.

60. Defendants' Designation of November 28, 2016 said of Mr. Sharp, in part:

Mr. Sharp's testimony is expected to include...valuation issues related to tangible and intangible assets, music catalog matters, **music and entertainment opportunities, royalty and rights issues, and lost, unrealized and under-realized opportunities for the estate and trust assets of Mr. Brown.** Mr. Sharp has not produced a written report. [Emphasis supplied.]

61. The record is clear that contact with Sharp's firm did not begin until July 2016, six years after the Wingate Suit was filed, and that it was made by Gende. [Sh. 9 through 31.]

62. Without requiring anyone at Sharp's firm FTI Consulting to file a Confidentiality Document, as required by the Confidentiality Order in this case, Gende, Ken Wingate, Esq, Russell, David Black (NP) and others attended a video conference with members of Sharp's office, apparently discussing confidential matters Defendants have refused to disclose to Plaintiff in proper discovery.

63. By November 11, 2016 Gende was informed that "Dorothy's" rate was "650."

64. From December 2 until today Russell/NP have made the same efforts to evade a deposition of Mr. Sharp.

65. Based on his file, it appears that Mr. Sharp may not even have been

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engaged by anyone; was given the Wingate Suit Summons and Complaint without being told of the *Wilson* decision; was not told Defendants (Sojourner) are contesting Jg. Early's Order finding Hynie to be Brown's spouse; was not told of the contents of the so-called Hynie "diary;" was not told of Russell/NP's \$47 Million value for Brown's \$84 Million assets at death; was not told of Russell/NP's \$.5 Million value for Brown's approximately \$2 million fleet of automobiles, 45 boxes of music personal property, band costumes; and thousands of other items; and knew nothing of Buchanan's and Pope's DNA & DIGNITY plan to protect the "I Feel Good" Charity's 900 copyrights from Hynie, Levenson and Bell.

Defendants' Expert Ellison Thomas, CPA

66. On November 28, 2016 Defendants/NP said of Mr. Thomas:

Mr. Thomas's testimony is expected to include...a review of Plaintiff's management of the estate's cash position, the appropriateness of Plaintiff's expenditures and any damages suffered by the estate as a result of Plaintiff's actions. Mr. Thomas has not produced a written report.

67. When his file, attached a Exhibit H, was produced in the Wingate Suit, Thomas did not include affidavits and opinions he has issued related to Albert Dallas, David Cannon, Greenberg Traurig and other which would support the good work Bob Buchanan and I did in uncovering the \$17 Million misappropriated by Cannon; making certain that a sale or refinance under the October 18-20 Greenberg Traurig Letter which would have dismembered the "I Feel Good" Charity did not take place; or what the attempted transfer of Brown's 2000 Trust to Georgia would have done to damage the "I Feel Good" Charity.

OK
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Defendants' Expert Nathan Crystal, Esq.

68. Defendants have refused to release the opinions of designated expert Nathan Crystal, Esq. or to make him available for deposition.

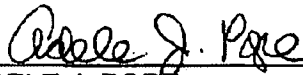
69. In addition, Defendants have refused to produce an *ex parte* "ethics" opinion delivered to Jg. Early by Russell/NP on or about July 8, 2013 purporting to opine that it was appropriate for Russell to now defend the estate plan he had been seeking to dismember since 2008.

70. I am informed and believe that the actions of Bauknight/NP related to experts and their depositions and opinions have been made in bad faith to benefit Wingate in his pursuit of an illegal lawsuit and Hynie, Levenson and Bell in their attempt to obtain nearly a quarter of Brown's copyrights for Hynie and \$20 million in inappropriate contingency legal fees for Hynie's lawyers, Bell and Levenson.

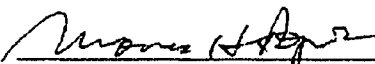
71. To the extent that AG Wilson is helping cover up these activities and thwarting their investigation, I am informed and believe that he is doing a disservice to the State and to James Brown's "I Feel Good" Charity.

72. I personally spoke with AG Wilson and two high staff members about Bauknight/NP's actions on March 6, 2013, and he has done nothing to protect the "I Feel Good" Charity since.

FURTHER DEPONENT SAYETH NOT.


ADELE J. POPE

SWORN TO before me this
17th day of January, 2018 


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

Alt
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Why the Attorney General Should have Accepted the

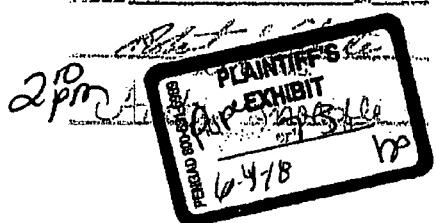
\$19 Million Offer to settle

Richland 4900 and Aiken 1337.

1. \$500,000 Scholarships each year for 10 years Honoring James Brown, starting in 2018.
2. \$10 Million immediately placed in a South Carolina charity to provide Education benefits.
- ~~3. Governor/Attorney General get credit for settlement.~~
4. AG could use to stop paying Nexsen Pruet \$800,000 per year.
5. AG could use to stop paying Dave Sojourner \$.5 Million per year.
6. AG could have used to avoid California Federal Suit.
7. AG could have used to prevent some of \$700,000 payment to James B's attorney and GAL.
8. AG could use to avoid future suits against Wingate, Levenson, etc. by minors whose Trusts were damaged by them.
9. Alleviates much of the Multi-Million Dollar Income Tax Problem caused by the Afterman/Bauknight \$4.7 Million IRS closing letter.
- ~~10. Restores Scholarship Funds for 7 Grands as Brown provided.~~

FILED

1-16-19



How is the \$19 Million Settlement funded?

With Estate Assets based on the following current values:

1. Cash, Roatan Island & Claims	\$10 Million
2. Beech Island, Personal & Household Effects (PHE) & Vehicles	\$ 5 Million
3. Active Copyrights	\$50 Million
4. Publicity Rights (Image & Persona)	\$20 Million
5. All other assets, including unpublished works & Tangible Personal Property (TPP)	<u>\$15 Million</u>
	<u>\$100 Million</u>

Step 1:

Using above values, and IRS funding guidelines, approximately 31% is placed into Trust for 7 Grands, based on Fractional Share Formula in James Brown's 2000 Trust, including at least \$6 Million cash and 15 Million in Copyrights.

This fully funds the taxable education Trust for 7 Grandchildren.

Step 2:

\$19 Million in cash and copyrights transferred to fund settlement in 2018, as follows:

- | | |
|--|----------------------|
| 1. To Pope-Brown Foundation or other private foundation selected by Pope which will guarantee \$500,000 per year in James Brown scholarships for 10 yrs. | \$10 Million |
| 2. To Robert Buchanan, Jr. | \$ 1 Million |
| 3. To James Bailey & Tressa Hayes | \$.1 Million |
| 4. Costs of Defense of Estate Plan for 4 yrs. & Richland 4900 8 years | \$.9 Million |
| 5. Interest on Amount due Pope 5/26/09 | \$1 Million |
| 6. Legal Fees, Pope, 8 yrs of Richland 4900 | \$2.5 Million |
| 7. Adele Pope, SA & PR/Trustee fees | \$2.2 Million |
| 8. Adele Pope, lost wages, 8 years; damage to career of 7 years of false felony claims, etc. | <u>\$1.3 Million</u> |
| | \$19 Million |

**Step 3: (Discretionary With Attorney General), Trust for 7 Grands:
[Pope has no involvement with this.]**

1. Divide Remaining \$12 Million into 7 Shares:
2. Immediately place Share of Romunzo (\$1.5+ Million) into "I Feel Good" Trust based on Romunzo's Age (35+)
3. Begin Immediate Scholarship/Reimbursement program for Remaining Grandchildren, to carry out income.
4. Require Deanna, others to abandon their challenges to Heir status of Lindsey, Janise.

**Step 4: AG can assure "I Feel Good" Charity funded with remaining \$69 Million in assets, less PHE and settlements of less than \$200,000: [Children's claim of zero or near zero value helps.]
[Pope has no involvement with this]**

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

RECEIVED

Appellate Case No. 2019-000362

MAY 21 2020

SC Court of Appeals

Adele J. Pope, Appellant,

v.

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

CERTIFICATE OF COUNSEL

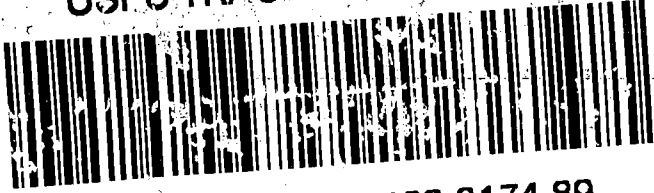
The undersigned counsel for Appellant certifies pursuant to Rule 210(g), SCACR, that the Supplement to Record on Appeal filed herewith contains all material designated by any party which was not included in the original Record on Appeal and no other material.

s/Adam T. Silvernail

Adam T. Silvernail

May 18, 2020

Law Office of Adam T. Silvernail, LLC
Post Office Box 7995
Columbia, S.C. 29202-7995

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