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S.C. Supreme Court

THE STATE OF SOUTH CAROLINA
In The Supreme Court

APPEAL FROM AIKEN COUNTY
Court of Common Pleas

The Honorable Doyet A. Early, III, Circuit Court Judge

Case No. 2008-CP-02-1647

Alan Wilson, in his capacity as Attorney General of the State of South Carolina; Daryl J. Brown, on behalf of his minor children, Lindsey B. and Janise B.; Deanna J. Brown Thomas, on behalf of her minor child, Jason L.; Yamma N. Brown, on behalf of her minor children, Sydney L., Carrington L., and Tonya B.; Vanisha Brown; Larry Brown; Tommie Rae Hynie Brown; and James B., through his Guardian ad Litem, Respondents,

v.

Albert H. Dallas, Alfred A. Bradley, and David G. Cannon, Individually and as (purported) Trustees of the James Brown 2000 Irrevocable Trust; Adele J. Pope and Robert L. Buchanan, Jr., Personal Representatives of The Estate of James Brown and Trustees of the James Brown 2000 Irrevocable Trust; Terry Brown; Romunzo Brown; Forlando Brown; Cinnamon N.M. Paris; LaRhonda Petitt; Jeanette Mitchell; and Russell L. Bauknight, as Special Administrator and Special Trustee for The Estate of James Brown and the James Brown 2000 Irrevocable Trust, Defendants,

of whom Robert L. Buchanan, Jr., and Adele J. Pope, as Personal Representatives of the Estate of James Brown and Trustees of the James Brown 2000 Irrevocable Trust are, Appellants,

and Albert H. Dallas, Alfred A. Bradley, and David G. Cannon, Individually and as (purported) Trustees of the James Brown 2000 Irrevocable Trust; Terry Brown; Romunzo Brown; Forlando Brown; Cinnamon N.M. Paris; LaRhonda Petitt; Jeanette Mitchell; and Russell L. Bauknight, as Special Administrator and Special Trustee for The Estate of James Brown and The James Brown 2000 Irrevocable Trust are, Respondents.

In re: The Estate of James Brown and The James Brown 2000 Irrevocable Trust u/a/d August 1, 2000

Appellate Case No. 2009-142286

**MOTION TO SUPPLEMENT THE RECORD PURSUANT TO
RULE 212(b), SCACR, OR IN THE ALTERNATIVE, TO TAKE JUDICIAL
NOTICE OF TRANSCRIPTS AND RECORDS**

TO: THE HONORABLE CHIEF JUSTICE AND ASSOCIATE JUSTICES OF THE
SOUTH CAROLINA SUPREME COURT:

Respondents respectfully request that this Court supplement the Record of this appeal to include the following: (1) Transcript of Record, September 28, 2008, pages 15-16; (2) Transcript of Record, November 25, 2008, pages 10 and 29; (3) Transcript of Record, January 30, 2009, pages 104-105 and 149-152; (4) Transcript of Record, April 6, 2009, pages 186-188 and 196-197; (5) Exhibit G to C/A No. 2008-CP-02-322, *Pope et al v. Cannon et al.*; (6) Interim Accounting #1A, filed May 20, 2009; and (7) Letter dated May 18, 2010. The proposed Supplement is attached as *Exhibit A*. In the alternative, this Court may take judicial notice of these documents as they are transcripts of hearings held in the circuit court, Exhibit G is to a Complaint that is part of the Record, the Interim Accounting is also part of the James Brown matter and has been submitted to this Court in another appeal, and the letter is related to James Brown matters pending in the circuit court.

This is an appeal of a complex matter. There were numerous transcripts and documents included in the Record on Appeal, which consists of over 2,900 pages, seven volumes, and a supplement. To include every word of every transcript was not an appropriate course. Similarly, every exhibit to every pleading was not included. The Attorney General and other parties included only the relevant materials. In the Attorney General's review of this matter following the Court's opinion of February 27, 2013, there are a few transcript pages that are especially relevant to his Petition for Rehearing; the Attorney General believes these transcript pages and

other documents will further show that he diligently pursued the protection of the charitable trust in this case.

As to the transcripts, the Attorney General requests that additional pages of transcripts already in the record be included. As to the November 25, 2008 transcript, pages 4 and 5 are already part of the Record on Appeal. (R. at 1295-1297). In this Motion, the Attorney General requests that two additional pages be added to the Record on Appeal. As to the January 30, 2009, transcript, pages 5-6, 9, 11, 13, 13-17, 19-26, 31-32, 36-39, 46, 55, 62-63, 91-95, 122-138, 140, 145, 148, and 156-186 are already part of the Record on Appeal. (R. 1298-1388). In this Motion, the Attorney General requests that six additional pages be added to the Record on Appeal from the January 30, 2009, transcript. As to the April 6, 2009 transcript, pages 4-7, 12, 14, 18, 21-51, 54-59, 65, 70, 76, 78-86, 95-96, 98-99, 101-173, 183-185, and 197 are already part of the Record on Appeal. (R. 1874-2017). The Attorney General requests that three additional pages from the April 6, 2009 transcript be added to the Record on Appeal. While the September 28, 2008, transcript was not included as part of the Record on Appeal, it involves a hearing before Judge Early in the James Brown matter and was held the month after the parties reached a settlement.

As to Exhibit G, this is an exhibit to a Complaint that is already part of the Record on Appeal. (R. 1194-1229). Exhibit G itself is referenced in the Complaint (R. 1213). The Attorney General asks that Exhibit G also be included as part of the Record on Appeal, as this document provides additional background information to relevant issues. As to the Accounting, it was filed by the Appellants and is a part of the James Brown matter; it has been submitted to the appellate court as Exhibit P attached to the Motion to Dismiss of Stay Appeal, or for Extension of Time to File Respondents' Initial Brief, filed by counsel for Tommie Rae Brown on

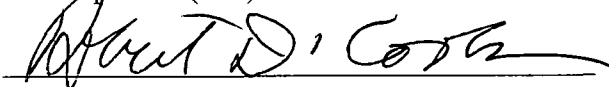
September 13, 2012. As to the letter dated May 18, 2010, this is related to James Brown matters and is relevant to issues before this Court.

Alternatively, in the event that the Court declines to include the documents as part of the Record on Appeal, the Attorney General would respectfully request that this Court take judicial notice of these records, as the transcripts are from hearings which are part of this case, and the Exhibit, Accounting, and letter are relevant to this matter. *See* 31A C.J.S., *Evidence*, § 96 (“A court may take judicial notice of pleadings filed in a case.”); *see also Padgett v. Sun News*, 278 S.C. 26, 32, 292 S.E.2d 30, 33 (1982) (internal citation omitted) (“Traditionally court records have been public records, generally open for public inspection.”).

Respectfully submitted,

ALAN WILSON
Attorney General
JOHN W. McINTOSH
Chief Deputy Attorney General
ROBERT D. COOK
Deputy Attorney General
C. HAVIRD JONES, JR.
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By: 

By: 

Attorneys for Respondent Alan Wilson.

March 14, 2013.

EXHIBIT A

STATE OF SOUTH CAROLINA)
COUNTY OF AIKEN)

COURT OF COMMON PLEAS
07-CP-02-122

IN RE: ESTATE OF JAMES BROWN)
A/K/A JAMES JOSEPH BROWN)

TRANSCRIPT OF RECORD

SEPTEMBER 28, 2008
AIKEN, SOUTH CAROLINA

B E F O R E:

THE HONORABLE DOYET A. EARLY, III, JUDGE.

A P P E A R A N C E S:

LOUIS LEVENSON, ESQ.
ATTORNEY FOR THE THE HEIRS

ROBERT N. ROSEN, ESQ.
DAVID L. MICHEL, ESQ.
M. JEAN LEE, ESQ.
S. ALAN MEDLIN, SQ.
ATTORNEYS FOR THE TOMI RAE HYNIE BROWN

ADELE J. POPE, ESQ.
ROBERT L. BUCHANAN, JR., ESQ.
SPECIAL ADMINISTRATORS

A. PETER SHAHID, JR., ESQ.
ATTORNEY FOR THE GUARDIAN AD LITEM

STEPHEN M. SLOTCHIVER, ESQ.
GUARDIAN AD LITEM

1 MCMASTER SAT AT ONE TABLE. THE BUDGET AND CONTROL BOARD
2 AND THE TRUSTEE OF THE CHARITABLE TRUST WHICH WAS MENTAL
3 HEALTH -- IT'S A STATE FUND -- SAT AT THE OTHER TABLE AND
4 THE SUPREME COURT SAID IN THAT CASE THAT THE ATTORNEY
5 GENERAL IS THE PROPER PARTY TO PROTECT ADMINISTRATION OF
6 THE CHARITABLE TRUST.

7 SO, IF ANYBODY DISAGREES WITH WHAT THE ATTORNEY
8 GENERAL IS DOING IN THIS CASE, THEY HAVE NO STANDING. THE
9 ATTORNEY GENERAL IS HERE. HE IS PROCEEDING IN GOOD FAITH.
10 WE HAVE A DEAL WHICH WE THINK IS A REMARKABLE DEAL TO GET
11 SCHOLARSHIPS TO THE KIDS.

12 NOW, THE THOUGHT WOULD BE IF --

13 THE COURT: SO, YOU HAVE THE AUTHORITY ON BEHALF OF
14 THE STATE AND THE TRUSTS FOR THE CHILDREN TO TELL THIS
15 COURT YOU THINK IT IS AN EXCELLENT SETTLEMENT ON BEHALF
16 FOR THEIR BENEFIT?

17 MR. JONES: YES, SIR. AND, ALSO, A PRIVATE
18 SETTLEMENT DOESN'T HAVE TO BE APPROVED -- PRESENTED TO THE
19 COURT FOR APPROVAL. THE ATTORNEY GENERAL TAKES A LITTLE
20 DIFFERENT POSITION. MR. MEDLIN AND I HAVE GONE BACK AND
21 FORTH ABOUT THIS, BUT IN A TRUST WE FEEL, YOUR HONOR, THAT
22 THE RESOLUTION THAT WE HAVE MUST BE PRESENTED TO YOU IN
23 WHICH WE'LL DO THAT AT THE APPROPRIATE TIME WHEN THE TAX
24 ISSUES AND A FEW OTHER THINGS THAT'S BEEN WORKED OUT, AND,
25 HOPEFULLY, THAT IS PROBABLY IN JUST A COUPLE WEEKS AWAY.

1 I MIGHT BE OVERSTATING THAT, BUT THE OTHER THOUGHT
2 ABOUT IT IS, YOUR HONOR, SUPPOSE THAT LITIGATION CONTINUES
3 AND WE HAVE SOME RIGHTS THAT THESE INDIVIDUALS -- LOUIS
4 LEVENSON'S CLIENTS AND MR. MEDLIN AND ROSEN'S CLIENT HAVE
5 PUT IN FOR THE ATTORNEY GENERAL THAT WE COULD LOSE. SO,
6 WE HAVE A STAKE IN THIS, BUT SUPPOSE THAT MR. BELL
7 PROCEEDS, AND THEN THAT LIGHTS BACK UP MR. ROSEN AND IT
8 LIGHTS BACK UP LOUIS LEVENSON, AND WE PROCEED ON WITH
9 LITIGATION AND WE GET A GOOSE EGG FOR THE CHARITY. OKAY.
10 WHO IS TRYING TO REPRESENT THE ATTORNEY GENERAL THEN?
11 THEY CAN WALK AWAY AND WE'RE SITTING THERE WITH OUR PALMS
12 TO THE SKY. SO, THERE IS NO QUESTION, YOUR HONOR, THAT IT
13 IS VERY IMPORTANT THAT WE REACH A RESOLUTION THAT WE THINK
14 IS IMPORTANT AND WILL PRESENT TO THE COURT.

15 I THINK MR. BELL HAS DONE A GOOD JOB. YOU'VE SEEN
16 HOW THINGS MOVED THROUGH HERE THAT HE STOOD BY THE
17 CHARITABLE TRUST AND THAT'S WHAT WE'VE DONE, AND WHAT
18 WE'VE DONE IS MAKE A RESOLUTION THAT GOING INTO THE
19 MEDIATION I DIDN'T THINK WE POSSIBLY COULD GET, AND WE'RE
20 VERY SATISFIED WITH IT.

21 THERE IS ANOTHER ISSUE THAT I WANT TO BRING TO THE
22 COURT'S ATTENTION IS THAT BEFORE THE MEDIATION STARTED --
23 AND WE FILED A PLEADING ON THIS TODAY, YOUR HONOR, THAT I
24 UNDERSTAND THAT THE PROBATE JUDGE ROE IS NOT IN, AND, SO,
25 SHE'LL BE SENDING IT UP TO YOU -- IS THAT MR. BELL SAID

STATE OF SOUTH CAROLINA)
COUNTY OF AIKEN)

COURT OF COMMON PLEAS
08-CP-02-1647

HENRY DARGAN MCMASTER, ET)
AL.,)
PLAINTIFFS)
VS.)
ALBERT H. DALLAS, ET AL.,)
DEFENDANTS)

TRANSCRIPT OF RECORD

NOVEMBER 25, 2008
AIKEN, SOUTH CAROLINA

B E F O R E:

THE HONORABLE DOYET A. EARLY, III, JUDGE.

A P P E A R A N C E S:

LOUIS LEVENSON, ESQ.
LORI CHRISTMAN, ESQ.
ATTORNEYS FOR THE THE HEIRS

ROBERT N. ROSEN, ESQ.
DAVID L. MICHEL, ESQ.
T. HEYWARD CARTER, ESQ.
S. ALAN MEDLIN, ESQ.
ATTORNEYS FOR THE TOMI RAE HYNIE BROWN

ADELE J. POPE, ESQ.
ROBERT L. BUCHANAN, JR., ESQ.
SPECIAL ADMINISTRATORS

A. PETER SHAHID, JR., ESQ.
ATTORNEY FOR THE GUARDIAN AD LITEM

1 IT'S FRIGHTENING. THE PROBLEM THAT WE SEE IS BY
2 APPOINTING A SPECIAL ADMINISTRATOR, A SPECIAL TRUSTEE, THE
3 SOLE PURPOSE IS TO RAMROD THIS SETTLEMENT THROUGH AND --
4 THE COURT: WELL, MR. BAILEY, I TAKE ISSUE WITH YOUR
5 TERMINOLOGY OF RAMROD THE SETTLEMENT THROUGH. THE
6 SETTLEMENT IS NOT GOING TO BE RAMRODDED THROUGH ANYBODY.
7 WHAT WE'RE TRYING TO DO IS OFFER EVERYBODY AN OPPORTUNITY
8 TO REVIEW THE WRITTEN DOCUMENT AND THEN COME BACK INTO
9 COURT TO SEEK APPROVAL AT WHICH TIME YOU CAN EXPRESS ANY
10 OBJECTIONS TO IT THAT YOU WISH.

11 IT MAY BE THAT WE WOULD HAVE TO SEE WHETHER WE'RE
12 GOING TO HEAR THAT REQUEST TO APPROVE THE SETTLEMENT
13 BEFORE WE HAVE THE EVIDENTIARY DUE PROCESS HEARING ON THE
14 PETITION FOR REMOVAL. IT WOULD CERTAINLY BE AN
15 OPPORTUNITY FOR MR. BELL TO ARGUE AND PRESENT HIS CASE ON
16 THE ISSUES THAT HE RAISED IN CHAMBERS, I.E., WHETHER OR
17 NOT A SETTLEMENT CAN BE APPROVED WITHOUT HIS CLIENTS'
18 INVOLVEMENT.

19 SO, IT WON'T BE RAMRODDED BY ANY STRETCH OF THE
20 IMAGINATION. IT WILL ONLY BE APPROVED OR DISAPPROVED
21 AFTER A VERY THOUGHTFUL DISCUSSION BY EVERYBODY AND
22 EVERYBODY HAVING AN OPPORTUNITY TO PRESENT TO ME THEIR
23 PROS AND CONS. SO, RAMROD -- I TAKE ISSUE WITH THAT
24 DESCRIPTION.

25 MR. BAILEY: WELL, YOUR HONOR, I VIEW IT AS

1 MRS. POPE: THROUGH DECEMBER 8 AND TODAY EXCEPT FOR
2 AN HOUR TOMORROW AND ONE PRESCHEDULED MEETING IS MY LAST
3 DAY IN THE OFFICE AND MY OFFICE WILL BE ESSENTIALLY CLOSED
4 UNTIL THE EIGHTH.

5 THE COURT: I AM CERTAINLY GOING TO GRANT THAT.

6 MRS. POPE: THANK YOU, JUDGE.

7 THE COURT: IT WOULDN'T WANT YOU SHOOTING ME.

8 ASSUMING AFTER DECEMBER 8 -- WE GOT CHRISTMAS. WOULD 30
9 DAYS AFTER THAT DECEMBER 8 BE PALATABLE?

10 MRS. POPE: WELL, JUDGE, I AM RETIRING FROM THE
11 PRACTICE OF LAW ON DECEMBER 31 AND I HAVE A TRIAL
12 SCHEDULED -- A WEEK-LONG SCHEDULE FOR DECEMBER 15 IN
13 ORANGEBURG, AND, SO, I'M CONCERNED THAT WE DON'T HAVE THE
14 PARTIES JOINED, AND, SO, I WOULD THINK 30 DAYS AFTER THE
15 PARTIES ARE JOINED, AND WE AGAIN -- WE HAVE CONCERNS ABOUT
16 THAT WHICH WE MAY HAVE TO RAISE IN SOME OTHER WAY BY
17 RECONSIDERATION OR OTHERWISE, BUT, JUDGE, NOBODY WANTS
18 MORE THAN MR. BUCHANAN AND ME TO SEE THIS CASE PROPERLY
19 SETTLED. WE ARE CONSIDERING WHETHER TO REPRESENT
20 OURSELVES PRO SE SINCE WE'VE BEEN SUED INDIVIDUALLY, BUT
21 WE WANT MORE THAN ANYONE THAT IF IT IS SETTLED THAT IT BE
22 SETTLED WITH PROPER DUE PROCESS AND WE HAVE GRAVE CONCERNS
23 ABOUT THAT.

24 SO, I WOULD SAY 30 DAYS AFTER ALL -- AFTER THE COURT
25 HAS DETERMINED WHO ARE THE NECESSARY PARTIES AND THOSE

STATE OF SOUTH CAROLINA
COUNTY OF AIKEN

COURT OF COMMON PLEAS
2008-CP-02-1647

HENRY DARGAN MCMASTER, ET AL. :

-VS-

RUSSELL L. BAUKNIGHT, ET AL. :

:

:

:

TRANSCRIPT OF RECORD

JANUARY 30, 2009
AIKEN, SOUTH CAROLINA

B E F O R E:

THE HONORABLE DOYET A. EARLY, III, JUDGE.

A P P E A R A N C E S:

LOUIS LEVENSON, ESQUIRE
LORI CHRISTMAN, ESQUIRE
ATTORNEYS FOR THE HEIRS

ROBERT N. ROSEN, ESQUIRE
DAVID L. MICHEL, ESQUIRE
T. HEYWARD CARTER, ESQUIRE
S. ALAN MEDLIN, ESQUIRE
ATTORNEYS FOR TOMMIE RAE HYNIE BROWN

ADELE J. POPE, ESQUIRE
ROBERT L. BUCHANAN, JR., ESQUIRE
SPECIAL ADMINISTRATORS

A. PETER SHAHID, JR., ESQUIRE
ATTORNEY FOR THE GUARDIAN AD LITEM

1 TO ENTER INTO THE AGREEMENT.

2 IN ADDITION, THE ATTORNEY GENERAL'S OFFICE WAS
3 CONSIDERING THAT THEY WOULD, ONCE ENTERED INTO THIS
4 AGREEMENT, BECOME A PARTY TO SOME POTENTIAL RIGHTS UNDER THE
5 FEDERAL COPYRIGHT LAW THAT THEY MAY NOT HAVE RECEIVED ANY
6 PORTION OF WITHOUT ENTERING INTO THE AGREEMENT. SO WHEN
7 PUTTING TOGETHER THE LESS THAN 100 PERCENT PORTION FROM THE
8 ESTATE OR TRUST THAT'S THERE NOW PLUS THE FACT THAT THEY
9 WOULD SHARE IN FUTURE RIGHTS CREATED UNDER THE FEDERAL
10 COPYRIGHT LAW, THEY FELT THEY WERE MAKING A FAIR AND
11 REASONABLE SETTLEMENT OF THEIR CASE.

12 Q. AND IN RECEIVING THE INFORMATION FROM THE SOUTH CAROLINA
13 ATTORNEY GENERAL'S OFFICE, YOU PERCEIVED REAL CONCERNS FROM
14 THE REPRESENTATIVES THAT YOU SPOKE TO THAT THEY WERE WORRIED
15 THAT ULTIMATELY THE OUTCOME OF THESE LAWSUITS MIGHT RESULT IN
16 THEM RECEIVING LESS THAN THE AGREED AMOUNT?

17 A. WELL, THE SPECIFIC CONCERNS AND EXAMPLES THAT THEY
18 RAISED WITH RESPECT TO HOW THEY MIGHT NOT RECEIVE 100 PERCENT
19 OF FUNDING FOR THE CHARITABLE TRUSTS WERE IF MR. ROSEN'S
20 CLIENT WERE TO PREVAIL AND THAT HIS CLIENT RECEIVE A 50
21 PERCENT OR ONE-THIRD INTEREST IN THE ASSETS, THEN THE
22 CHARITABLE TRUST WOULD OBVIOUSLY RECEIVE LESS THAN 100
23 PERCENT FUNDING.

24 IF MR. SHAHID'S CLIENT WERE TO PREVAIL AS AN OMITTED
25 CHILD, THE ATTORNEY GENERAL'S OFFICE WOULD END UP WITH A

1 SITUATION WHERE THE CHARITABLE TRUST WAS FUNDED WITH LESS
2 THAN 100 PERCENT.

3 IF THE WILL CONTESTS THAT WERE BEING LITIGATED WERE
4 SUCCESSFUL, THE ATTORNEY GENERAL'S OFFICE WOULD SEE
5 ABSOLUTELY NOTHING GOING INTO THE CHARITABLE TRUST UNLESS
6 ULTIMATELY SOMETHING WAS FOUND TO HAVE ALREADY BEEN FUNDED
7 INTO A TRUST. THERE YOU HAVE TO LOOK AT WHAT -- HOW THAT
8 LITIGATION WITH RESPECT TO THE VALIDITY OF THE TRUST ITSELF
9 TURNED OUT. SO THERE WERE MANY SITUATIONS WHERE I WAS GIVEN
10 EXAMPLES WHERE THE CHARITABLE TRUST WOULD RECEIVE MUCH LESS
11 FUNDING THAN 100 PERCENT.

12 Q. WHAT INFORMATION DID YOU RECEIVE FROM MR. ROSEN'S
13 CLIENT'S REPRESENTATIVE THAT LED TO YOUR RECOMMENDATION?

14 A. WELL, THE COMMON THEME AMONGST THE SETTLING PARTIES WAS
15 SIMILAR TO WHAT THE ATTORNEY GENERAL PUT FORTH, THE RISKS AND
16 HAZARDS ASSOCIATED WITH LITIGATION AS WELL AS THE COPYRIGHT
17 BENEFITS UNDER FEDERAL COPYRIGHT LAW DOWN THE ROAD IN THE
18 FUTURE. MR. ROSEN'S CLIENT CERTAINLY HAD THE SIMILAR RISKS
19 OF LITIGATION. HIS CLIENT POSSIBLY WOULD NOT PREVAIL IN
20 EFFORTS TO SHOW THAT THE MARRIAGE WAS VALID, MAY NOT PREVAIL
21 IN GETTING EITHER THE ONE-THIRD OR 50 PERCENT SHARE SO THAT
22 THE POTENTIAL FOR GETTING NOTHING FOR MR. ROSEN'S CLIENT WAS
23 OUT THERE.

24 IN ADDITION, THAT SAME ISSUE WOULD AFFECT THE BENEFITS
25 RECEIVED UNDER THE FEDERAL COPYRIGHT LAW AND WHETHER OR NOT

1 **MR. MEDLIN:** LOUIS?

2 **THE COURT:** NO, I'M ASKING YOU.

3 **MR. MEDLIN:** WE WOULD LIKE TO CALL MS. POPE TO THE
4 STAND.

5 **THE COURT:** OKAY.

6 ADELE J. POPE, AFTER BEING DULY SWORN, TESTIFIED AS
7 FOLLOWS:

8 **THE CLERK:** PLEASE HAVE A SEAT AND STATE YOUR FULL NAME
9 FOR THE RECORD.

10 **THE WITNESS:** MY NAME IS ADELE JEFFORDS POPE.

11 **THE COURT:** MS. POPE, SPEAK UP A LITTLE BIT LOUDER OR
12 GET CLOSER TO THE MICROPHONE, PLEASE.

13 DIRECT EXAMINATION

14 BY MR. LEVENSON:

15 Q. MRS. POPE, DO YOU RECALL YOU AND I BEING IN THE STREET
16 OUT HERE IN FRONT OF THE COURTHOUSE IN THE SUMMER OF 2008
17 WHERE WE TOLD YOU THAT WE WERE GOING TO A SETTLEMENT MEETING
18 WHERE ALL PARTIES WHO HAVE NOW SETTLED WERE TO ATTEND?

19 A. MR. LEVENSON, WE---

20 Q. MAY I RESPECTFULLY GET A YES OR NO ANSWER?

21 **THE COURT:** WE'RE NOT -- WE'RE BOTH GOING TO BE CIVIL TO
22 EACH OTHER. YOU CAN ANSWER IT YES OR NO AND EXPLAIN.

23 **THE WITNESS:** NOT SPECIFICALLY.

24 BY MR. LEVENSON:

25 Q. OKAY. DO YOU HAVE AN EXPLANATION YOU'D LIKE TO GIVE

1 THEN NOW?

2 A. RIGHT. YOU'VE MENTIONED THAT MEETING TO ME. I'VE HAD
3 ACTUALLY STREET-CORNER DISCUSSIONS WITH YOU, WITH MR. ROSEN,
4 AND WITH OTHERS, THE STREET CORNER JUST OUTSIDE OF THE
5 COURTHOUSE. IT SEEMS TO BE A GATHERING PLACE AFTER THE
6 HEARINGS. I'VE ALSO HAD CONFERENCES WITH YOU IN THE NOOK OUT
7 THERE. SO I -- WE COULD TALK ABOUT THE SUBSTANCE OF IT, BUT
8 I CAN'T SAY THAT I ABSOLUTELY REMEMBER A PARTICULAR
9 CONVERSATION ON A PARTICULAR---

10 Q. IT'S THE VENUE THAT YOU'RE CONFUSED ABOUT. ALL RIGHT.
11 LET ME TRY TO HELP REFRESH YOU. CIGARS WERE INVOLVED.

12 **THE COURT:** WHOA, WHOA, WHOA.

13 BY MR. LEVENSON:

14 Q. AND YOU REMEMBER SAYING, "DOESN'T ANYONE SMOKE
15 CIGARETTES ANYMORE?"

16 A. YOU KNOW, CIGARS HAVE BEEN INVOLVED EVERY TIME I'VE SEEN
17 YOU AND MR. JONES---

18 Q. OKAY.

19 A. ---AND MR. MEDLIN TOGETHER IN MONTHS.

20 Q. AND DO YOU REMEMBER ME ASKING YOU IF YOU AND BOB
21 BUCHANAN WANTED TO ATTEND THE MEDIATION THAT WE WERE
22 SCHEDULING SHORTLY AFTER THAT CORNER CONVERSATION?

23 A. I ABSOLUTELY DO NOT.

24 Q. OKAY.

25 A. I WON'T SAY IT DIDN'T HAPPEN. I WON'T SAY IT DIDN'T

1 HAPPEN, BUT I ABSOLUTELY HAVE NO MEMORY OF THAT.

2 Q. DO YOU REMEMBER THAT PROFESSOR MEDLIN, MR. ROSEN, AND
3 GENE LEE WERE PRESENT WHEN WE HAD THE CONVERSATION EVEN IF
4 YOU DON'T REMEMBER WHAT THE SUBSTANCE WAS?

5 A. WELL, EXCUSE ME, MR. LEVENSON. CERTAINLY I REMEMBER YOU
6 TELLING ME MORE THAN ONE TIME THAT I'M GOING TO TRY TO GET
7 TOGETHER WITH ROBERT AND HIS PEOPLE, BUT I MEAN, DO I
8 REMEMBER IT THAT PARTICULAR DAY? DOES IT RELATE TO A
9 SCHEDULED MEDIATION OR ANYTHING LIKE THAT? NO. I MEAN, I
10 CERTAINLY KNEW THAT THROUGHOUT THE PERIOD BEGINNING I GUESS
11 WHEN ALL -- ALL OF YOU BEGAN TO CONTEST THE WILL THAT YOU
12 WERE TRYING TO FIGURE OUT A WAY TO GET TOGETHER. I'VE HAD
13 MANY, MANY CONVERSATIONS.

14 Q. WELL, AGAIN FORGETTING THE VENUE AND THE SPECIFICS, DO
15 YOU RECALL TELLING ME YOU WOULD NOT ATTEND SUCH A MEDIATION
16 BUT WE SHOULD BRING SUCH AN AGREEMENT TO YOU AFTERWARDS?

17 A. THAT WAS NOT MY INTENTION TO SAY. I THINK WHAT I SAID
18 -- AND I DID SAY SOMETHING TO THIS EFFECT: LOOK, WHY DON'T
19 YOU AND ROBERT GO TRY TO -- AND I SEE MR. ROSEN NODDING
20 BECAUSE I HAD SAID THE SUBSTANCE OF THE SAME THING TO HIM.
21 WHY DON'T YOU GUYS GO TRY TO MAKE YOUR PEACE AND THEN COME TO
22 US? THAT WAS CERTAINLY MY INTENTION. I'VE PROBABLY SAID IT
23 A HUNDRED TIMES IN A HUNDRED DIFFERENT VENUES. I AM GOOD AT
24 HELPING WITH SETTLEMENTS.

25 Q. AND DO YOU RECALL ME TELLING YOU OR SAYING WORDS TO THE

1 EFFECT THAT MR. BELL WAS NOT GOING TO BE IN ATTENDANCE AND
2 THAT IF WE SETTLED WITHOUT MR. BELL YOU WOULD, QUOTE, GET MR.
3 BELL TO AGREE, UNQUOTE?

4 A. HUH-UH. NO. I'LL TELL YOU THE SUBSTANCE OF A
5 CONVERSATION THAT I'VE HAD WITH A NUMBER OF PEOPLE. I DEEPLY
6 REGRET, MR. LEVENSON, IF YOU MISUNDERSTOOD MY INTENTION AT
7 THAT OR ANY OTHER CONVERSATION, BUT I WILL TELL YOU THE
8 REPEATED SUBSTANCE IS THIS: WHEN YOU TRY TO REACH A FAIR
9 SETTLEMENT, IT WOULD BE WONDERFUL TO GET EVERYBODY TOGETHER.
10 IF YOU CAN'T GET EVERYBODY TOGETHER, DON'T GIVE UP. PUT
11 GROUPS OF PEOPLE TOGETHER AND SEE WHAT YOU CAN FIND IN
12 COMMON.

13 MY INTENTION WAS -- AND I THOUGHT I EXPRESSED IT
14 CORRECTLY IS -- NOT MR. BELL BECAUSE I DON'T CONSIDER THIS
15 PERSONAL TO MR. BELL. MR. BELL'S CLIENTS MAY OR MAY NOT BE
16 ESSENTIAL TO A SETTLEMENT, DEPENDING ON THE OUTCOME, AND I
17 WILL TELL YOU THAT I NEVER THOUGHT FOR A MINUTE THAT THAT
18 OUTCOME WOULD NOT INCLUDE A RECOMMENDATION FROM ME AND FROM
19 MR. BUCHANAN TO THE COURT THAT THAT SETTLEMENT WAS IN THE
20 VERY BEST INTEREST OF A MAJORITY OF THE PARTIES. SO, YES, I
21 HAVE CERTAINLY INDICATED THAT IF YOU COULDN'T GET EVERYBODY,
22 TRY FOR WHAT YOU COULD GET AND THEN KEEP WORKING AT IT
23 BECAUSE I BELIEVE IN SETTLEMENTS.

24 Q. THE POINT I'M SIMPLY TRYING TO GET AT, MRS. POPE, IS YOU
25 WERE NOT UNAWARE THAT THE PARTIES WHO HAVE NOW MADE A

1 PROPOSAL TO SETTLE WITH THIS COURT WERE IN THE PROCESS OF
2 SETTLING THIS CASE AND INVITED YOU TO PARTICIPATE WHICH YOU
3 CHOSE NOT TO DO.

4 A. NO. I WAS NOT AWARE IN THE SENSE FOR STARTERS THIS CASE
5 HADN'T BEGUN. YOU HAD NEVER ASKED TO REMOVE ME FOR CAUSE
6 UNTIL NOVEMBER OF LAST YEAR. THIS CASE DIDN'T EXIST.

7 Q. I'LL WITHDRAW THE QUESTION. THIS CASE BEING A MOTION
8 BEFORE THE COURT TODAY, THE MATTER BEFORE THE COURT TODAY IS
9 THE MOTION FOR THE APPROVAL OF THE SETTLEMENT. NOW, THE
10 QUESTION: YOU WERE AWARE THAT THE PARTIES WERE ATTEMPTING TO
11 REACH A SETTLEMENT AND THAT YOU AND MR. BUCHANAN WERE INVITED
12 TO PARTICIPATE AND YOU REJECTED THAT INVITATION.

13 A. I ABSOLUTELY DENY THAT.

14 Q. OKAY.

15 A. IF I COULD EXPLAIN.

16 **THE COURT:** YOU MAY. AND HOW IS THIS RELEVANT TO ME
17 TRYING TO DETERMINE WHETHER IT'S JUST AND REASONABLE?

18 **MR. LEVENSON:** WELL, LET ME ASK YOU ANOTHER -- THE
19 ANSWER WILL COME IN MY NEXT QUESTION.

20 **THE WITNESS:** IF I COULD EXPLAIN.

21 **THE COURT:** YOU MAY EXPLAIN. MR. LEVENSON.

22 **MR. LEVENSON:** ALL RIGHT, SIR. VERY WELL, YOUR HONOR.
23 THE POSITION TAKEN BY MS. POPE AND MR. BUCHANAN IS THAT THEY
24 ARE NOT PARTIES TO THE SETTLEMENT AGREEMENT.

25 **THE COURT:** I'M WELL AWARE OF THEIR POSITION.

State of South Carolina)
County of Aiken)

Court of Common Pleas
08-CP-02-1647

Henry McMaster,)
Plaintiff,)
v.)
Russell Bauknight, et al.,)
Defendants.)

Transcript of Record

April 6, 2009
Aiken, South Carolina

B E F O R E:

The Honorable Doyet A. Early, III, Judge.

A P P E A R A N C E S:

Louis Levenson, Esq.
Attorney for the the Heirs

Robert N. Rosen, Esq.
David L. Michel, Esq.
T. Heyward Carter, Esq.
S. Alan Medlin, Esq.
Attorneys for Tomi Rae Hynie Brown

Adele J. Pope, Esq.
Robert L. Buchanan, Jr., Esq.
Special Administrators/Personal Representatives

1 What I am trying to figure out is how to reconcile your
2 position with what the statute says.

3 MR. BAILEY: Well, the court -- I would request the
4 court to consider the fact that what the attorney general
5 is asking involves an estate charitable and non-charitable
6 trust and the attorney general doesn't have the authority
7 to act for a non-charitable trust which will be affected
8 by this because the approval of the agreement calls for a
9 change in the grandchildren's trust from the \$2 million as
10 provided in that trust for a specified period of time and
11 then the balance to pour over into the charitable trust.

12 Here they're asking for that trust to be changed to
13 not infinitum but to comply with the rule against
14 perpetuities and would apply not only to the grandchildren
15 but their issue on down the line. So, it changes the
16 entire scope of the Brown Education Family Trust.

17 We were not asked, Your Honor, to provide any input,
18 of course, into the settlement, and, although, Mr. Bell
19 speaks to the offer of judgment that was filed Friday, the
20 offer of judgment is not to be construed.

21 THE COURT: It is actually called an offer of
22 compromise is what your pleadings say.

23 MR. BAILEY: Offer of compromise is intended to
24 demonstrate two things -- that Mr. Buchanan and Mrs. Pope
25 aren't opposed to settlement. They're opposed to an

1 improper settlement.

2 THE COURT: And you define improper by the alleged
3 diminutions of the amount going into the charitable trust?
4 Is that --

5 MR. BAILEY: Well, and it doesn't include all of the
6 necessary parties and we don't know what the tax results
7 are. Some of the grandchildren are not parties to the
8 settling documents. I think it's Jeanette Mitchell. She
9 -- Nicole Paris, Romunzo, Forlando -- they're all not
10 parties to this settlement agreement. The position which
11 was stated many times by both Mr. Buchanan and Mrs. Pope
12 this is not a fair and reasonable division, if you want to
13 say it that way, of Mr. Brown's estate.

14 The issue of due diligence. Mr. Buchanan was on the
15 witness stand for probably a third of the time, if not
16 less, than Mrs. Pope was on the stand, but the settling
17 parties' attorneys made sure they grilled them
18 relentlessly about their due diligence. We have no idea
19 what due diligence the settling parties have engaged in.
20 We have attorneys making statements to the court that we
21 have done due diligence, but they haven't put anybody up
22 to testify as to what is that due diligence that you did.
23 You've made all of these statements, but those are parts
24 of your oral arguments. We believe that the question of
25 due diligence is extremely important in the court's

1 consideration of whether this is reasonable or not.

2 One thing that Mr. Jones said and I agree with him is
3 you can't override the intent that's expressed in the four
4 corners of a document, especially in light of the rules of
5 statutory construction. Under their interpretation of the
6 document it's a valid will. They have no choice but to
7 defend the estate, the will and the trust. If we've
8 called it the estate plan, fine, but that's -- that's
9 where we are required to go. We are to -- We are required
10 to uphold the intent of James Brown as expressed to
11 multiple people before and after the execution of the
12 will, the tape that he left.

13 He did just about the same kinds of things that Judge
14 Russell did in his case to make sure that there was no
15 frivolous lawsuits brought against his estate plan and he
16 had the no contest -- they didn't call it an in terrorem,
17 but they called it a no contest clause. Mr. Brown did the
18 same basic thing.

19 THE COURT: Mr. Bailey, if the court determined that
20 Tomi Rae Hynie Brown was, in fact, his wife and did not
21 find there was any undue influence and upheld the will and
22 trust, how would that affect the distribution? Won't that
23 diminish what goes into that trust?

24 MR. BAILEY: Yes, it would.

25 THE COURT: And if it found that James Brown, II was,

1 of deduction. Yet, under the terms of the settlement they
2 don't take are not subject to that liability and that's
3 where the liability comes from. It's shared by the
4 charitable trust.

5 So, Your Honor, I just don't see how the court can
6 conclude that this is a just and reasonable settlement for
7 that reason.

8 THE COURT: Do I have the authority or the right to
9 modify it to make it just and reasonable or do I have to
10 approve it or just not approve it?

11 MR. BYRD: I don't think, Your Honor. If you reach
12 the point -- and this really may go to what we lawyers
13 sometime talk as arm-twisting, but if you reach the
14 conclusion that you can't approve the settlement as just
15 and reasonable, then that may send the parties back to the
16 negotiating table to work out something that Your Honor
17 could find just and reasonable, but I don't see how in the
18 world that under these circumstances you can get past that
19 point. Thank you, Your Honor.

20 THE COURT: Mr. Byrd, what you're telling me is you
21 think that the controversy is genuine and that there needs
22 to be some adjustment as to the percentage going to the
23 the charitable trust.

24 MR. BYRD: I do, Your Honor.

25 THE COURT: And that's sort of what the offer of

1 compromise suggests, too. They suggest a different amount
2 going to the family members.

3 MR. BYRD: That's true, Your Honor.

4 THE COURT: Thank you. Anybody else? Anything in
5 response, Professor?

6 MR. MEDLIN: Briefly, Your Honor.

7 THE COURT: Briefly.

8 MR. MEDLIN: The Moran case simply proves our point
9 that the trustee can bind the beneficiaries, but, again,
10 it's an apposite because it involves a trustee who did
11 consent and the beneficiary tried to override. It doesn't
12 overturn section 3-1102. In response to your question
13 about 3-1102 and your authority to direct the trustees to
14 respond, Mr. Bailey's response was, well, there is a
15 private educational trust. The attorney general is not
16 trying to represent the grandchildren. He is just trying
17 to represent the charity. So, I don't see how how that's
18 responsive at all. 3-1102 says what it says. The Moran
19 case doesn't overturn it, and the fact that there is a
20 non-charitable trust involved doesn't overturn it. In
21 fact, there is is an impact on the charitable trust in
22 that it lengthens the grandchildren's trust. They do
23 better under the settlement than they do without the
24 settlement, but the attorney general on behalf of the
25 charitable has approved that impact.

STATE OF SOUTH CAROLINA)
)
COUNTY OF AIKEN)

IN THE COURT OF COMMON PLEAS
SECOND JUDICIAL CIRCUIT

Adele J. Pope and Robert L. Buchanan, Jr.,)
as Personal Representatives of the Estate)
of James Brown, Deceased, and as)
Trustees of the James Brown 2000)
Irrevocable Trust,)
and)
James Brown Enterprises, Inc.)
Plaintiffs,)

C/A #: 2008-CP-02-322

COMPLAINT
(Jury Trial Demanded)

vs.)

David G. Cannon, Albert H. Dallas,)
Judge Alford A. Bradley, Joel A. Katz,)
Greenberg Traurig, LLP and)
Enterprise Bank of South Carolina,)
Defendants.)

COPY
ORIGINAL FILED 830
FEB 05 2008
AIKEN COUNTY
CLERK OF COURT

RESIDENCE OF THE PARTIES

1. Adele J. Pope and Robert L. Buchanan, Jr. are Personal Representatives of the Estate of James Brown, Deceased, and Trustees of the James Brown 2000 Irrevocable Trust appointed by Orders of this Court dated March 7, 2007 and November 20, 2007.

2. Prior to his death on December 25, 2006, James Brown was a resident of Aiken County. His Estate is currently being administered in Aiken County where the beneficiaries and relative interests of the beneficiaries of his Estate and Trust and the ownership of James Brown Enterprises, Inc. are in the process of determination.

3. James Brown Enterprises, Inc. is a South Carolina corporation.

4. David G. Cannon is a resident of Barnwell County, South Carolina, and is, on information and belief, the sole owner of DGC Associates.

Exhibit G

Calculation of Potential Costs, Fees and Expenses Deductible from the Proceeds of Greenberg Traurig's Proposed Pullman Group Bond Refinancing Transaction

Proposed Royal Bank of Scotland Loan	\$25,200,000.00
Less Pullman Group Bond Repayment	<u>20,100,000.00</u>
Net Proceeds	\$ 5,100,000.00

Less Potential Fees and Commissions as Per Exhibits C and D

(a) Pullman Group [Exhibit D, pp. 1-2, ¶ 2]	\$ 637,500.00
(b) Greenberg Traurig [Exhibit C, p. 2, ¶ 6]	265,000.00
(c) David G. Cannon [Exhibit D, p. 2, ¶ 7]	1,459,640.00
[Exhibit D, p. 2, ¶ 4]	255,000.00
(d) Albert H. Dallas [Exhibit D, p. 2, ¶ 6]	549,019.00
[Exhibit D, p. 2, ¶ 9]	255,000.00
(e) Intrigue Music [Exhibit D, p. 2, ¶ 3]	165,000.00
(f) Charles Bobbitt [Exhibit D, p. 2, ¶ 5]	<u>200,000.00</u>
Total Potential Fees and Commissions	<u>\$4,386,159.00</u>
Net Proceeds After Fees and Commissions	\$ 713,841.00

Less Estimated Expenses and Reserve Fund Based on 1999 Pullman Group Bond Transaction [Exhibit F]

(a) Legal Fees	\$ 250,000.00
(b) Copyright & Due Diligence	48,000.00
(c) Audit & Valuation	20,000.00
(d) Retainer for Royalty Audit	5,000.00
(e) Retainer for Trust Audit	2,500.00
(f) Rating Agency Fees	150,000.00
(g) Trustee's Commitment Fee & Legal	13,500.00
(h) Trustee's Counsel	8,000.00
(i) Investors Counsel	40,000.00
(j) Bowne Printing	10,000.00
(k) Soundscan	5,000.00
(l) KPMG	10,000.00
(m) Expenses, including overnight, messenger, fax, travel, phone	10,000.00
(n) Reserve Fund	1,260,000.00
Total Fees, Expenses and Reserve Fund	<u>\$1,832,000.00</u>

Negative Net Proceeds After Fees, Commissions and Expenses

minus \$1,118,159.00

EXHIBIT G

MAY 22 2009

STATE OF SOUTH CAROLINA
COUNTY OF AIKEN

PROBATE COURT

IN THE MATTER OF ESTATE OF JAMES BROWN
CASE NUMBER 2007-ES-02-0056

ACCOUNTING
(Supplemental and Amended)

FINAL
 INTERIM #1A

The undersigned Personal Representatives submit this Supplemental and Amended Accounting, which covers the period from November 20, 2007, through May 20, 2009.¹

The attached documentation sets forth a complete accounting for the period specified, which is summarized as follows:

	Income	Principal	Total*
Beginning Balance			\$100,000,000.00
Plus: Receipts			\$ 6,196,325.60
Subtotal			\$106,196,325.60
Less: Disbursements			\$ (6,333,310.58)
Ending Balance			\$ 99,863,015.02

*If a consolidated accounting, use this column.

The Personal Representatives declare that this account has been examined and that its contents represent a correct statement of all receipts and disbursements and are true to the best knowledge and belief of the Personal Representatives.

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

PAGE 1 OF 2

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

Filed: 5-20-2009
Sue H. Roe
Jud 274 Probate
By: [Signature]

[Signature]

MAY 22 2009

Signature: Robert L. Buchanan, Jr.

Name: Robert L. Buchanan, Jr.
Address: 212 Newberry Street NW
P.O. Box 463
Aiken, South Carolina 29802-0463
Telephone(O): 803-649-2586

Signature: Adele J. Pope

Name: Adele J. Pope
Address: 1218 Taylor Street
PO Drawer 7125
Columbia, SC 29202-7125
Telephone(O): 803-779-1870

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

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

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

PAGE 2 OF 2

2742

OR
RSL

MAY-28-2008

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

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MAY 22 2008

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

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MAY 22 2008

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/e 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/e 6/14/08 (Ck #1187)		\$ 494.81
6/15/08	Royalties received, 1 st Half, 2008	\$ 1,460,887.94	

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2755

MAY 22 2008

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/e 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 pyt. as per Court Order (Ck #1244)		\$ 100,000.00
9/2/08	Buchanan (Office) - partial payment for costs, etc., SA pyt. as per Court Order (Ck #1245)		\$ 100,000.00
9/2/08	Hogan & Hartson, 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

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2758

MAY 22 2008

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	

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ATB/h

2759

MAY 22 2008

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. Ptrns. \$30.68	\$ 96.08	

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MAY 22 2009

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 pyt., as per Court Order (Ck #1285)		\$ 15,000.00
10/16/08	Buchanan (Office) - partial payment for costs, etc., SA pyt. 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

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10/1/2009

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/c 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/c 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

Nov 26, 2009

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 dtd 11/10/08; Taxpayer ID 57-0929939 (Ck #1337)		\$ 82.71
11/25/08	Secure storage - storage, masters, Inv. NJ75254 dtd. 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

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MAY 22 2009

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 - Bauknight 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

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MAY 22 2009

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

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M J 2 8 2009

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/c 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/c 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

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HENRY McMASTER
ATTORNEY GENERAL

May 18, 2010

Mr. Russell Bauknight
Bauknight, Pietras & Stormer, P.A.
1517 Gervais Street
Post Office Box 1330
Columbia, South Carolina 29202

Re: James Brown Litigation

Dear Mr. Bauknight:

I have met with Ken Wingate and Everett Kendall of Sweeney Wingate & Barrow of Columbia, South Carolina, regarding the action to be filed against Adele J. Pope and Robert L. Buchanan, Jr., in the Richland County Probate Court in connection with the James Brown Estate and Trust. I am writing to confirm our understanding that you will be retaining Mr. Wingate and Mr. Kendall to file this action on behalf of the beneficiaries of the James Brown Estate and Trust, including the charitable interests. As you know, by law this office has a duty to protect charitable trusts. Also, per your conversation with Senior Assistant Attorney General C.H. Jones, Jr., in connection with the charitable trust portion of this matter, you have agreed to use the terms and conditions as outlined in the attached "Agreement for Legal Services" which references and incorporates the Attorney General's standard Litigation Retention Agreement. Of course, this office has no authority over your agreement with Messrs. Wingate and Kendall concerning the other portions of this matter.

Yours very truly,

Henry McMaster

Enclosures

HMcM/mfj

THE STATE OF SOUTH CAROLINA
In The Supreme Court

RECEIVED

MAR 14 2013

APPEAL FROM AIKEN COUNTY
Court of Common Pleas

S.C. Supreme Court

The Honorable Doyet A. Early, III, Circuit Court Judge

Case No. 2008-CP-02-1647

Alan Wilson, in his capacity as Attorney General of the State of South Carolina; Daryl J. Brown, on behalf of his minor children, Lindsey B. and Janise B.; Deanna J. Brown Thomas, on behalf of her minor child, Jason L.; Yamma N. Brown, on behalf of her minor children, Sydney L., Carrington L., and Tonya B.; Vanisha Brown; Larry Brown; Tommie Rae Hynie Brown; and James B., through his Guardian ad Litem, Respondents,

v.

Albert H. Dallas, Alfred A. Bradley, and David G. Cannon, Individually and as (purported) Trustees of the James Brown 2000 Irrevocable Trust; Adele J. Pope and Robert L. Buchanan, Jr., Personal Representatives of The Estate of James Brown and Trustees of the James Brown 2000 Irrevocable Trust; Terry Brown; Romunzo Brown; Forlando Brown; Cinnamon N.M. Paris; LaRhonda Petitt; Jeanette Mitchell; and Russell L. Bauknight, as Special Administrator and Special Trustee for The Estate of James Brown and the James Brown 2000 Irrevocable Trust, Defendants,

of whom Robert L. Buchanan, Jr., and Adele J. Pope, as Personal Representatives of the Estate of James Brown and Trustees of the James Brown 2000 Irrevocable Trust are, Appellants,

and Albert H. Dallas, Alfred A. Bradley, and David G. Cannon, Individually and as (purported) Trustees of the James Brown 2000 Irrevocable Trust; Terry Brown; Romunzo Brown; Forlando Brown; Cinnamon N.M. Paris; LaRhonda Petitt; Jeanette Mitchell; and Russell L. Bauknight, as Special Administrator and Special Trustee for The Estate of James Brown and The James Brown 2000 Irrevocable Trust are, Respondents.

In re: The Estate of James Brown and The James Brown 2000 Irrevocable Trust u/a/d August 1, 2000

Appellate Case No. 2009-142286

Certificate of Service

I hereby certify that this 14th day of March, 2013, I served a copy of the within **Petition for Hearing and Motion to Supplement the Record Pursuant to Rule 212(b), SCACR, or in the Alternative, to Take Judicial Notice of Transcripts and Records** on all counsel of record by depositing a copy in the U.S. Mail and addressed as follows:

James B. Richardson, Esquire
1229 Lincoln Street
Columbia, South Carolina 29201

Tressa T.H. Hayes, Esquire
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Asheville, North Carolina 28802

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