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S.C. SUPREME COURT

February 12, 2020 Letter to Judge Clifton Newman



SWEENEY WINGATE & BARROW P.A.

February 12, 2020

Reply to: Main Office

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VIA E-MAIL: cnewmansc@sccourts.org

The Honorable Clifton Newman

P. O. Box 516

Kingstree, SC 29556-0516

Re: *Deanna Thomas v. Estate of Venisha Brown, et. al.*
Civil Action No. 2019-CP-02-00320

Dear Judge Newman:

On Friday, January 31, 2020, you presided over a motion in Aiken County Case 2019-CP-02-00320 (“Aiken Case 320”) seeking to find Ms. Adele Pope, Esq. (“Pope”) in contempt of the South Carolina Supreme Court’s Order of June 10, 2015. The motion stems from Pope’s effort to assert a claim against the Estate of Venisha Brown and to be appointed Personal Representative of Venisha’s estate.

At the hearing, I requested permission to provide the court a letter outlining the position of counsel for the plaintiffs in Richland County Case No. 2010-CP-40-4900 (“Case 4900”) concerning Pope’s efforts to assert a creditor claim against the estate of Venisha Brown and become her personal representative. You graciously granted that request, indicating I am to provide this letter to you and that you will forward this letter to the Supreme Court. I am also copying Pope and Ms. Joyce Cheeks, Esq. with this letter.

Venisha Brown passed away approximately one-and-a-half years ago. Venisha has been a Case 4900 plaintiff since its filing in 2010 and a client of my firm, Sweeney, Wingate, and Barrow, PA (“SWB”). SWB represents all current plaintiffs in Case 4900, including Venisha. SWB has no reason to doubt that it will continue to represent Venisha’s estate once her personal representative is appointed. Case 4900 is a breach of fiduciary duty action against Pope, alleging Pope violated her fiduciary duties to the Estate of James Brown, resulting in millions of dollars in damages. Pope is the only defendant in Case 4900.

For the following reasons, counsel for the Plaintiffs in Case 4900 have reasonable basis to believe that Pope’s effort to assert a claim against Venisha Brown **and** become the personal representative of Venisha’s estate may contravene the Supreme Court’s June 2015 Order, because even if Pope has a legitimate creditor’s claim against Venisha’s estate, Pope’s effort to

be appointed personal representative appears to be a significant conflict of interest that raises the question of whether Pope is contriving a method to circumvent the June 2015 Order and insert herself into the affairs of the Estate of James Brown, in which she clearly has no standing, because no reasonable attorney would seek to become both the sole defendant and a personal representative/plaintiff in the same action, which would be the effective result in Case 4900 of Pope's request to be both a creditor and the personal representative of the Estate of Venisha Brown.

I. Pope's Apparent Conflict of Interest

First, Pope's effort to become the personal representative of Venisha's estate appears to be fraught with obvious conflicts. If successful in being named personal representative, Pope would effectively become both the sole defendant and a plaintiff in Case 4900. In Case 4900 Pope has been adverse to Venisha Brown for ten years. In Case 4900 Pope has accused Venisha Brown of abuse of process, intentional interference with contract, civil conspiracy, and fraud. In Case 4900 Pope has demanded, via the terms of an offer of judgment, that:

2. VENISHA dismiss with prejudice all claims against ADELE as set out in the [Case 4900] Complaint,

3. VENISHA agree[] that this Case 4900 was an abuse of process brought for the improper purpose of damaging ADELE,

4. ... brought this suit so that VENISHA could keep \$5 Million her father did not want her to have ...

5. VENISHA acknowledges she did not authorize WINGATE to intervene in her behalf or seek sanctions against ADELE in a FOIA suit.

Offer of Judgment of Adele J. Pope to Venisha Brown, Recitals Section at p. 2, *Bauknight et. al. v. Pope*, No. 2010-CP-40-04900 (S.C. Com. Pl. August 3, 2012)(emphasis in original). (Exhibit 1)

Pope further accuses Venisha of participating in Case 4900 "... so that VENISHA could keep \$5 Million her father did not want her to have" (Id.)

Furthermore, in Pope's February 10, 2020 affidavit filed in the matter in which she seeks appointment as personal representative for Venisha's estate, Pope continues her acrimonious attack on Venisha Brown:

23. Venisha Brown's 7-year FOIA disruption ... increased the damages to ... me [Pope] substantially.

54. Just some of the damages Venisha Brown has caused me [Pope] in her decade-long pursuit of Richland 4900 are loss of my professional negligence insurance, payment of tens of thousands of dollars for my defense, and costs in the *Wilson v. Dallas* appeal; inability to serve effectively as an expert witness for almost a decade; loss of professional standing

57. Venisha Brown has damaged me [Pope] in numerous ways by Richland 4900

58. ... my [Pope's] counterclaims against Venisha Brown are strong and they have improved since she sued me

Affidavit Opposing Request of Plaintiff Deanna Brown Thomas for Contempt Sanctions Against Defendant Adele J. Pope, *Thomas v. Estate of Venisha Brown*, No. 2019-CP-02-00320 (S.C. Com. Pl. February 10, 2010 (provided by email to the court but not filed)). (Exhibit 2)

Rule 1.7 of The South Carolina Rules of Professional Conduct (Conflict of Interest: Current Clients) prohibits exactly the type of relationship that would exist if Pope were to be appointed Venisha's personal representative. Rule 1:7 states,

(a) Except as provided in paragraph (b), *a lawyer shall not represent a client if the representation involves a concurrent conflict of interest. A concurrent conflict of interest exists if:*

- (1) *the representation of one client will be directly adverse to another client; or*
- (2) *there is a significant risk that the representation of one or more clients will be materially limited by the lawyer's responsibilities to another client, a former client or a third person or by a personal interest of the lawyer.*

(b) Notwithstanding the existence of a concurrent conflict of interest under paragraph (a), a lawyer may represent a client if:

- (1) the lawyer reasonably believes that the lawyer will be able to provide competent and diligent representation to each affected client;
- (2) the representation is not prohibited by law;
- (3) *the representation does not involve the assertion of a claim by one client against another client represented by the lawyer in the same litigation or other proceeding before a tribunal; and*
- (4) each affected client gives informed consent, confirmed in writing.

Rule 1.7, SCRPC, (emphasis added). *See also*, In *Matter of Rogers*, 421 S.C. 292, 805 S.E.2d 763 (2017)(attorney subject to public reprimand for violating the rule prohibiting concurrent conflicts of interests).

That Pope would maintain positions so critical of and contrary to Venisha Brown and then move to be appointed Venisha's personal representative is breathtaking in the scope of its apparent conflict of interest and raises legitimate questions about Pope's motivation to seek the appointment.

II. James Brown Estate Interference Concerns

Second, there is no apparent need for Pope to seek appointment as personal representative of Venisha's estate other than ultimately to involve herself in the affairs of the James Brown Estate. As a creditor, Pope is a lower priority potential personal representative than Deanna Brown-Thomas, Venisha's sister, who is also seeking appointment as Venisha's personal representative. If Pope's only concern is her alleged creditor's claim, she would be adequately protected by asserting the claim. If Pope, in due course, believed that her claim was not properly handled by the personal representative, she would have legal recourse. Thus, since Pope's alleged creditor's claim is protected, and in light of the apparent conflict of interest noted above, why would Pope seek the appointment? Pope's filings, in Aiken 320 and Case 4900 give some insight into that question.

Pope asks for the personal representative appointment, among other things, to, "...void the Wingate ... contract[] as to Venisha." Def.'s Resp. to Pl.'s Mot. for Summ. J. at 9, *Thomas v. Estate of Venisha Brown, et. al.*, 2019-CP-02-00320 (S.C. Com. Pl. November 13, 2019). What Pope calls the "Wingate Contract" is the agreement under which Venisha became a client of SWB and a party in Case 4900, along with the James Brown Estate. That Pope states voiding the agreement to be one of her objectives is evidence that she would take actions as personal representative that Venisha would not *and did not take* during her lifetime. SWB would strongly oppose Pope's effort, and SWB believes it would prevail over Pope's attempt to void Venisha's agreement.

Serious questions about Pope's motivation to seek appointment as Venisha's personal representative include: What other steps might Pope take that are contrary to anything Venisha did or did not do during her lifetime? Or what steps might Pope take within Case 4900 to interfere with the Estate of James Brown, another plaintiff in Case 4900, during the pendency of her effort to void Venisha's agreement? And if Pope's effort to avoid Venisha's agreement fails, what efforts might Pope make to interfere with the Estate of James Brown both inside and outside of Case 4900 as Venisha's personal representative? Pope's Offer of Judgment is instructive here also, because in it Pope demands:

4. VENISHA agree[] that Russell Bauknight [the current personal representative and trustee of the James Brown Estate] has breached his fiduciary duty to the Estate of James Brown and the James Brown 2000 Irrevocable Trust in at least the following ways:

- a. By falsely asserting that Tommie Rae Hynie was the wife of Brown;
- b. By valuing James Brown's worldwide music empire at less than \$4.7 million at his death;
- c. By failing to seek restitution for the \$12+ Million taken by David Cannon.
- d. By failing in 3 years to recover anything from David Cannon in Case 322.
- e. By engaging WINGATE to bring this suit for the improper purpose of stopping ADELE's and Robert Buchanan's appeal of the destruction of James Brown's dream – the "I Feel Good" Foundation.
- f. By asserting to the S.C. Supreme Court that there were no offers to purchase Brown's assets while suing ADELE for not accepting a \$100 Million offer to buy his music empire.
- g. By misrepresenting to the S.C. Supreme Court and others the heirs of James Brown under the Federal Copyright Act Termination Provisions and their rights.

Offer of Judgment of Adele J. Pope, Terms of Settlement Section, at p. 4 (*see* Exhibit 1).

Therefore, it is reasonable for counsel in Case 4900 to anticipate that Pope may improperly attempt to use her personal representative powers to try to remove Mr. Bauknight from his position or, at the very least, oppose his administration, thus interfering in the Brown Estate.

III. An Opening for Greater Interference

Finally, in Pope's Offer of Judgment to Venisha, *Bauknight et. al. v. Pope*, No. 2010-CP-40-04900 (S.C. Com. Pl. August 3, 2012), Pope writes,

6. "If the McMaster Settlement is overturned *and ADELE returned as PR/Trustee* [of the Estate of James Brown]"

and

7. "If the McMaster Settlement is overturned *and ADELE returned as PR/Trustee*"

(*Id.*, emphasis added.)

At the time Pope propounded this Offer of Judgment, she had already been removed for cause as personal representative and trustee of the Estate of James Brown, although she was contesting her removal. However, these two statements reveal that at least in 2012, Pope

harbored the idea that she may be returned as personal representative and trustee of the James Brown Estate. Pope has given no indication that she has abandoned the objective of a return to a fiduciary role in the Brown's Estate.

May Pope be seeking to create an opening to return to a fiduciary role in James Brown's Estate? Pope regularly attacks the work of Mr. Russell Bauknight, the current personal representative and trustee. She has attacked Bauknight's reappointment after the 2013 *Wilson v. Dallas* opinion. She has asked Venisha to admit that Bauknight has breached his fiduciary duties to the Estate. Therefore, it is reasonable to be concerned that should Pope gain a position of influence in Mr. Brown's Estate by becoming Venisha's personal representative, she may attempt far greater interference, which foreseeably may include an effort to disrupt Bauknight's administration, which Pope's believes is deficient, an effort to replace Bauknight with someone sympathetic to Pope's positions, or possibly an effort (as misguided as it may be) to mount her own return to the position of personal representative and trustee. Any of these options is clearly interfering in the affairs of the James Brown Estate. Each of these potential scenarios is no more fanciful than the current scenario of Pope seeking to be appointed personal representative of Venisha Brown's estate.

For the foregoing reasons, Case 4900 plaintiffs' counsel believes that Pope's attempt to become the personal representative of Venisha Brown's estate may be a Trojan Horse that contravenes the Supreme Court's Order.

Yours truly,

SWEENEY, WINGATE & BARROW, P.A.



Mark V. Gende

MVG/cgd

cc: Adele Pope, Esquire
Joyce Cheeks, Esquire

Exhibit 1

STATE OF SOUTH CAROLINA

) IN THE COURT OF COMMON PLEAS
) FIFTH JUDICIAL CIRCUIT

COUNTY OF RICHLAND

RUSSELL L. Bauknight, as Trustee,
and others

Case No.: 2010-CP-40-4900

and

Offer of Judgment of
Adele J. Pope to Venisha Brown

HENRY DARGAN McMASTER and
others

Plaintiffs,

v.

Adele J. Pope,

Defendant

2012 AUG -3 AM 10:24
JEANETTE W. BRIDGE
C.C.P. & C.S.
RICHLAND COUNTY
FILED

TO: PLAINTIFF VENISHA BROWN AND SWEENEY, WINGATE AND BARROW PA
("WINGATE") HER ATTORNEYS :

Pursuant to South Carolina Code §15-35-400, Rule 68 of the South Carolina
Rules of Civil Procedure, and all other applicable law, Defendant Adele J. Pope
("ADELE") proffers an Offer of Judgment to Plaintiff/Counterclaim Defendant Venisha
Brown ("VENISHA") 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 Defendant Pope is less than the above proffer, said
Defendant/Counterclaim Plaintiff shall seek from VENISHA all expenses and costs,
including attorneys' fees, under South Carolina Code §15-35-400, Rule 68 of the South
Carolina Rules of Civil Procedure, the South Carolina Trust Code, and all other
applicable law, and interest under Rule 68.

RECITALS

1. VENISHA has often honored her famous father James Brown with public

statements and performances, but disgraced him by making a deal with former Attorney General Henry McMaster to take for herself about \$5 Million Brown gave to needy and deserving children through The James Brown "I Feel Good" Trust, Brown's private foundation.

2. McMaster, to accomplish the takeover of Brown's private property for his personal/political use, also appointed VENISHA as an advisor to the "Legacy Trust" McMaster created – using James Brown's name while destroying his dream.

3. On May 19, 2010 Robert Buchanan, Jr. and ADELE were the only two people still vigorously defending James Brown's dream, as directed in his valid Estate Plan, in the S. C. Courts.

4. WINGATE brought this suit so that VENISHA could keep \$5 Million her father did not want her to have and McMaster, through Russell Bauknight who served at his pleasure, could keep control of a \$100 Million music empire James Brown did not want McMaster to have.

5. In November, 2010 VENISHA, through WINGATE defaulted on ADELE's counterclaims for attorneys' fees under the S.C. Trust Code and:

a. Abuse of Process;

b. Interference with Contract – Pope's entitlement to \$1.5 Million, plus interest at the legal rate from 2009, awarded in a 1/8/08 Order which VENISHA approved and did not appeal.

c. Civil Conspiracy; and

d. Fraud under § 62-1-106 of the S.C. Code.

6. Because many acts taken in VENISHA's name have been through an invalid springing Power of Attorney held by VENISHA's sister, Deanna Brown Thomas;

VENISHA has been incarcerated during critical periods of the James Brown proceedings; and WINGATE has refused to allow VENISHA or any other Plaintiff/Counterclaim Defendant to be deposed, ADELE does not know how much VENISHA actually participated, if at all, in the following and other actions taken on her behalf by WINGATE, Bauknight and/or Louis Levenson, Esq.:

a. The August 10, 2008 deal with Henry McMaster to put McMaster in control of James Brown's \$100 Million private fortune and pay VENISHA about \$5 Million – rather than the 1/6 personal effects Brown gave her:

b. The May 2011 false representation to the S.C. Supreme Court that James Brown's worldwide music empire was worth less than \$4.7 Million when James Brown died.

c. The failure to seek recovery in Case 322 or restitution in the criminal proceeding against felon David Cannon.

8. ADELE makes the Offer set out herein to VENISHA.

Terms of Settlement

a. The above recitals will not be made part of the settlement unless agreed by VENISHA

b. VENISHA and ADELE agree that the Court should enter an Order dismissing VENISHA as a party in substantially the following form:

The Parties having resolved their differences in this Case, IT IS HEREBY ORDERED, ADJUDGED AND DECREED:

1. Subject to the terms of this Settlement Order, VENISHA and ADELE have resolved their differences in this action, and VENISHA is hereby dismissed as a party.

2. VENISHA dismisses with prejudice all claims against ADELE as set out in the

Complaint.

3. As to the Counterclaims, VENISHA agrees that this Case 4900 was an abuse of process brought for the improper purpose of damaging ADELE and Robert Buchanan, Jr. and forcing them to abandon their appeal in Case 1647.

4. VENISHA agrees that Russell Bauknight has breached his fiduciary duty to the Estate of James Brown and the James Brown 2000 Irrevocable Trust in at least the following ways:

- a. By falsely asserting the Tommie Rae Hynie was the wife of Brown;
- b. By valuing James Brown's worldwide music empire at less than \$4.7 Million at his death;
- c. By failing to seek restitution for the \$12+ Million taken by David Cannon.
- d. By failing in 3 years to recover anything from David Cannon in Case 322.
- e. By engaging WINGATE to bring this suit for the improper purpose of stopping ADELE's and Robert Buchanan's appeal of the destruction of James Brown's dream – the "I Feel Good" Foundation.
- f. By asserting to the S.C. Supreme Court that there were no offers to purchase Brown's assets while suing ADELE for not accepting a \$100 Million offer to buy his music empire.
- g. By misrepresenting to the S.C. Supreme Court and others the heirs of James Brown under the Federal Copyright Act Termination Provisions and their rights.

5. VENISHA acknowledges she did not authorize WINGATE to intervene in her behalf or seek sanctions against ADELE in a FOIA suit.

6. If the McMaster Settlement is overturned and ADELE returned as PR/Trustee, VENISHA, in full settlement and dismissal of all claims and suits against

the Estate of James Brown and the James Brown 2000 Irrevocable Trust will accept \$230,000.00, being the approximate net value of her 1/6 of the personal and household effects.

7. If the McMaster Settlement is overturned and ADELE returned as PR/Trustee, VENISHA offers to allow, by proper assignment and/or other documentation, the "I Feel Good" Trust to receive all benefits, if any, VENISHA has as an heir of James Brown under the Federal Copyright Act, including Termination Provisions, and ADELE agrees that it is appropriate for the Estate/2000 Trust to pay VENISHA an amount, at least annually, equal to 1% of the net income of Estate/2000 Trust for VENISHA's life, to be calculated and established in a fair manner by VENISHA and ADELE, and paid by Estate/2000 Trust beginning upon ADELE's reinstatement.

8. VENISHA and ADELE agree that a copy of this Settlement and Dismissal Order may be used for any purpose to show the position of the parties.

AND IT IS SO ORDERED.

Respectfully submitted,

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Attorneys for Defendant Adele J. Pope

August 3, 2012

Exhibit 2

STATE OF SOUTH CAROLINA)	IN THE COURT OF COMMON PLEAS
)	
COUNTY OF AIKEN)	CASE NO: 2019-CP-02-00320
DEANNA BROWN THOMAS,)	
)	
PETITIONER/PLAINTIFF)	RESPONSE TO MOTION OF
)	PLAINTIFF FOR SUMMARY JUDGMENT
)	AND MEMORANDU IN SUPPORT OF
v.)	RESPONSE AND MOTION OF
)	DEFENDANT POPE FOR SUMMARY,
ESTATE OF VENISHA ARMAA BROWN)	JUDGMENT; ORDER FOR PUBLICATION
)	AND TO DETERMINE HEIRS; AND FOR
RESPONDENT/DEFENDANT.)	RELATED RELIEF
)	
)	

Responding to the motion for summary judgment and other relief of Plaintiff (“Thomas”), Defendant Adele J. Pope (“Pope”) respectfully requests that the Court conduct a prompt hearing; deny all relief requested by Plaintiff and Louis Levenson, Esq. (“Levenson”); appoint Defendant Pope personal representative (PR) of the Estate of Venisha A. Brown¹ (“Venisha” or “Decedent”); correct the caption of this case to properly identify the Defendants; issue an order for publication and determination of Venisha’s heirs; and retain jurisdiction over this matter until the heirs of Venisha under S.C. law are determined.

The grounds of this motion are that under Rule 56 the actions Plaintiff and Levenson have taken and failed to take on behalf of Venisha since May 2010, especially in Richland County Case 2010-CP-40-4900 (Richland 4900), demonstrate that both are disqualified to serve as PR for Venisha’s Estate. They show that Defendant Pope, a creditor, is qualified and her appointment will

¹ Venisha is the daughter and heir of Yvonne Fair, deceased. Her half-sibling, LeRoy Fair, Jr., is believed to be deceased, and his issue have not yet been identified. As shown on Exhibit A, Order of the Honorable Doyet A. Early, III (“Judge Early”), dtd. March 8, 2008. Venisha, through Levenson, asserted that her siblings through Brown were: Thomas, Terry, Larry, Daryl and Yamma. Some of Venisha’s changes in her 2008 position, through Levenson and Thomas, are discussed herein.

benefit the creditors and heirs of Venisha's Estate, especially since she is familiar with Termination Interests under Sections 304 and 203 of the U.S. Copyright Act, 17 U.S.C. § 101 *et seq.*, and Termination Interests make up the bulk of the assets of Venisha's Estate.

This return and request for related relief is supported by the sworn testimony and admissions of Venisha, Levenson, and Thomas; the record of this Case; the record in Richland 4900, in which Venisha has been a Plaintiff since 2010; and the two pre-trial appeals from Richland 4900, Ct. of Appeals Case No. 2017-01899 and 2018-02229. It is also supported by the referenced court filings of the parties of which the Court is asked to take judicial notice under rule 201 SCRE; such additional documentation as this Defendant shall submit to the Court prior to the hearing on this matter; and the memorandum which follows.

Memorandum Supporting Summary Judgment of Defendant Pope and Related Relief

a. Summary of the Case

This case was commenced on November 6, 2018, in the Aiken County Probate Court. Plaintiff seeks formal appointment as PR of the estate of Venisha, who died intestate on September 19, 2019, a resident of Aiken County, South Carolina. The case was removed to the Circuit Court *sua sponte* by the Honorable Tonya Marchant, Probate Judge, for hearing *de novo* by the Circuit Court.

Plaintiff's original counsel, Zachary Moulton, Esq., has been relieved as counsel by Order of the Honorable Clifton Newman, and Plaintiff is now represented by Joyce Farr Cheeks, Esq. and Eddy L. Lane, Esq. Defendants Levenson and Pope, both attorneys, are *pro se*. Leon Green, Esq. is the duly appointed guardian *ad litem* (GAL) for the heirs of LeRoy Fair, Jr., and potential heirs

Michael Deon and James II.2

Creditor/Defendants Levenson and Pope timely filed claims against Venisha's estate under the provisions of SCPC 62-3-804. A third potential creditor, Hope E. Campbell, has also filed a claim, but did not comply with SCPC 62-3-804. [See Exhibit B] No other creditors presented themselves within one year of Decedent's death. Nor has any potential heir of Decedent other than Plaintiff and the potential heirs represented by the GAL sought to be made a party to this proceeding.

A number of motions and counter motions, including motions of Plaintiff and Defendant Pope for summary judgment, have been filed. All leave this Court with the following questions:

1. Is Creditor/Defendant Levenson disqualified to serve as PR of Venisha's Estate based on his actions and inaction on behalf of Venisha in Richland 4900?
2. Do Plaintiff's actions on behalf of Venisha in Richland 4900 and elsewhere disqualify her from serving as PR of Venisha's Estate?
3. Should the PR appointed to manage Venisha's Estate be directed to take action to void the claimed 2010 contract of Venisha with the law firm of Kenneth Wingate, Esq. ("Wingate") to bring Richland 4900 and the claimed contract of Venisha with the law firm of Marc Toberoff, Esq. ("Toberoff"), neither of which has timely presented a claim? [See Exhibit C]
4. Should the Court order publication and a determination of heirs of Venisha under South Carolina law?
5. Is the appointment of an unconflicted PR who has substantial experience with Termination interests under Sections 304 and 203 of the U.S. Copyright Act beneficial and efficient for Venisha's Estate?
6. Should Creditor/Defendant Pope be appointed to serve as PR, with continuing Court oversight, until the three potential pre-death creditors' claims are resolved and the heirs of Venisha under South Carolina law finally determined?

2 James II reached majority in June 2019. To avoid confusion, all claimed heirs of Venisha's father with the last name Brown are referenced by their first names.

The reasons why each of these questions should be answered in the affirmative are set out below.

c. Facts as Shown by Public Record and Admissions of Plaintiff and Levenson

The facts under Rule 56, including admissions of Venisha, Plaintiff and Levenson, show that both Plaintiff and Levenson should be disqualified to serve as PR of Venisha's Estate, and that Pope, because of her understanding of Termination Interests, Venisha's Estate's primary asset, is best qualified to serve as PR. They are summarized below.

In January 2009 Venisha was the owner under Section 304 and 203 of the U.S. Copyright Act of certain U.S. royalty proceeds from approximately 900 copyrights secured by Brown (the "Termination Interests") Venisha's Termination Interests are separate and apart from Brown's estate.

On advice of Levenson, in January 2009 Venisha and Thomas irrevocably assigned their Termination Interests to the Legacy Trust³, as did Thomas, Tonya, Yamma, Daryl and Larry. In exchange, each (except Tonya) received a 4.79% ownership of the Legacy Trust. Further, each agreed that Russell Bauknight, trustee of the Legacy Trust, could not take any major action on behalf of the Legacy Trust without the agreement of the Attorney General of South Carolina (AG). Further, Venisha, Thomas and other Levenson clients agreed that Tommie Rae and the AG would have 75% management control of the Legacy Trust.

On May 18, 2010 Levenson signed a 40% contingency fee contract with Wingate (the "Wingate contract") on behalf of Venisha, Thomas and others to sue Robert Buchanan, Jr. and Defendant Pope in Richland 4900. The Wingate contingency fee contract violated ethical provisions

³ Although named the "James Brown Legacy Trust," the Legacy Trust was not created by

because it was not signed by any of the many Levenson clients. Many did not know they were parties to Richland 4900 until long after the suit was commenced. Thomas, however, ratified the actions of Levenson in a 2016 deposition.

On May 19, 2010 Wingate filed the Richland 4900 complaint against Buchanan and Pope, naming Venisha, and Bauknight "on behalf of" Venisha as Plaintiffs. Buchanan and Pope counterclaimed. Wingate failed to timely respond to the counterclaims, and issues related to his failure to timely respond are now pending in Ct. Appeals Case No. 2017-01899.

From 2010 until her death, Venisha was either incarcerated or unable to be found by Wingate and Thomas, but Levenson and Thomas acted for her during the entire time. Thomas acted under an invalid power of attorney (POA) which was prepared by Levenson.

In 2011 Thomas and Levenson supported Bauknight as he made false claims on their behalf to the South Carolina Supreme Court, including:

1. That Brown's music empire, valued by alleged "expert" Peter Afterman, was worth less than \$4.7 million when Brown died, and his tangible personal property worth zero, or near zero;
2. That Termination Interests were all Brown's estate was about;
3. That Tommie Rae and James II control the Termination Interests;
4. That if the Supreme Court did not approve a settlement giving Tommie Rae about \$1 million a year and a quarter of the assets of Brown's "I Feel Good" Charity, as a result of the exercise of Termination Rights, there would be nothing left in the "I Feel Good" Charity by 2023.
5. That Brown's estate and 2000 Trust had no corpus to speak of, and nobody was trying to buy Brown's assets.
6. That Tommie Rae's elective share claim was a "slamdunk."

James Brown.

In 2012 Venisha, through Levenson and Wingate, “settled” with Buchanan, agreeing to pay him \$500,000 to release Venisha, the Legacy Trust and others from his counterclaims in Richland 4900. An order of the Honorable L. Casey Manning directed the parties to pay their own attorneys’ fees. With Bauknight’s acquiescence, Venisha, Thomas and other Levenson clients never paid their approximately \$140,000 share of the Buchanan “settlement” or any portion of their attorneys’ fees, which Bauknight advanced from funds Brown left his “I Feel Good” Charity.

In 2012, and again in 2015, Levenson and Wingate persuaded Judge Manning not to appoint a GAL for Venisha, even though she was incarcerated. A generous offer made to Venisha by Pope in 2012 was filed by Wingate with a motion to strike. There is no evidence that Venisha ever knew of the offer. Levenson and Thomas appeared at the mediation for Venisha, claiming they had full authority to act for her.

On May 8, 2013, the Supreme Court voided Bauknight’s appointments as PR/Trustee under Brown’s estate plan, giving Venisha and others a clean slate to present Tommie Rae’s handwritten admissions that she was married, living with her husband, and possibly pregnant before leaving her husband and conducting a marriage ceremony with Brown.

On May 29, 2013, however, Levenson and counsel for Tommie Rae announced to Judge Early in open court their intention to defy the Supreme Court’s *Wilson v. Dallas* decision and reinstate a 2008 agreement which “stipulated” that Tommie Rae and James II were heirs of Venisha’s biological father.

By July 25, 2013, as shown on Exhibit C, Levenson had made contact with Toberoff, who had presented a contract to Thomas, Tommie Rae, Venisha, and certain others Venisha had previously asserted were not her half-siblings.

By September 2013 Toberoff had written to assert that Bauknight and Peter Afterman were helping Tommie Rae and James II siphon off copyright royalties with improper Termination Rights claims, but Levenson and Thomas continued to be aligned with Bauknight and Tommie Rae in Richland 4900, despite knowledge of these improper acts, and knowledge that the Termination Interests Afterman was helping Tommie Rae and James siphon off belonged to the Legacy Trust.

In October 2013 Thomas nominated Bauknight as PR, and Bauknight, in turn, asked the Court to appoint Sojourner as special administrator/special trustee (SA/ST), even though he knew nothing about Termination Interests. Levenson and Thomas made no objection when Judge Early appointed Bauknight and praised both Bauknight and Peter Afterman.

In January 2014 Levenson and Thomas allowed Tommie Rae to be determined to be Brown's spouse on motion for summary judgment without proffering her handwritten admissions that she was married prior to the ceremony with Brown.

In January 2015 Thomas and Venisha began protesting the spousal status of Tommie Rae, but continued Richland 4900 with Tommie Rae and James II despite the appeal. That year Tommie Rae, Thomas, Venisha and others received, without objection by Bauknight, distributions of more than \$2 million from Termination Interests owned by the Legacy Trust. Thomas and Levenson have never accounted for the approximately \$70,000 that went to Venisha.

In May 2015 Judge Early provided the Supreme Court with a status report in which he praised Bauknight; praised Afterman; defended his decision to make Tommie Rae Brown's spouse; and failed to advise the Supreme Court of the May 29, 2013 announced intention of Levenson and Tommie Rae to ignore *Wilson v. Dallas*.

By 2016 Levenson and Thomas had failed to object to a \$700,000 legal and GAL fee for

James II.

For the 9 years between the filing of Richland 4900 and her death, Venisha, according to Wingate, was either incarcerated or could not be found by family members. Yet Wingate joined Levenson and Thomas in preventing the appointment of a GAL for Venisha.

In 2016 Thomas and others made a Termination Rights election as to approximately 246 copyrights, which would reap substantial assets for the Legacy Trust between 2018 and 2026. Even though she died in 2018, Venisha, through her 4.79% interest in the Legacy Trust, continues to have an interest in these vested rights, as well as future U.S. royalties from future Termination Rights elections of the Beneficiary/Owners of the Legacy Trust. Bauknight has, however, claimed that the Legacy Trust no longer exists.

In 2017 and 2018 Roger Miller and Brad Sharp, Venisha's experts engaged by Wingate in Richland 4900, confirmed that the Termination Interests of all Brown' heirs were worth \$8.8 million, but the details and assumptions in that valuation are not public.

In 2018 Toberoff, naming Thomas and Venisha as Plaintiffs, sued Bauknight, Tommie Rae and James in Federal Court. [See Exhibit D] Exhibit C, filed in that proceeding, suggests that Levenson and Thomas planned to pay Toberoff 40% of the Termination Interests Venisha had placed in the Legacy Trust in 2009, with 25% of the contract going to Levenson. This was in addition to the \$150,000 and 30% contingency Levenson had already had with Venisha as to the Legacy Trust.

As shown in Exhibit E, by 2019 Thomas, and purportedly Venisha's Estate, were claiming to the Supreme Court that the representations being made to the Court by Tommie Rae were incorrect and improper. These were the same claims Levenson and Thomas had authorized Bauknight to

make to the Supreme Court in 2011.

With knowledge of Venisha’s valuable assets, Thomas has represented to this Court that Venisha has little or no assets; has named as heirs persons rejected by Venisha; and has acted for Venisha under the Wingate and Toberoff contracts, even though both were detrimental to Venisha and her Estate.

The errors in Plaintiff’s Petition were material in that the public record shows that Decedent and her biological father, or both, have not acknowledged many of the persons designated by Plaintiff as heirs of her biological father, indicating she would not consider them her own heirs. In addition, Plaintiff is now claiming, incorrectly, that Venisha’s Termination Interests are related to Brown’s Estate, while she told the Federal Court this was not the case.

Conclusion

As a result of their actions, including in Richland 4900, Levenson and Plaintiff should be found to be disqualified to serve as Personal Representative of Venisha’s Estate. Defendant Pope should be appointed and directed to take the actions described above to void the Wingate and Toberoff contracts as to Venisha; determine heirs; and resolve the three potential claims. This Court should retain jurisdiction until these matters are resolved.

Respectfully submitted,
s/Adele J. Pope _____
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