

STATE OF SOUTH CAROLINA
In the Court of Appeals

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

SC Court of Appeals

Appellate Case No. 2019-000362

Adele J. Pope, Appellant,

v.

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

AMENDED RECORD ON APPEAL
VOLUME VI of VII
(Pages 2329 – 2714)

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Appellate Case No. 2019-000362**

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

Adele J. Pope,)
Plaintiff(s),) Deposition of
vs.) Alan M. Wilson
The Estate of James Brown and)
The James Brown 2000)
Irrevocable Trust,)
Defendant(s).)
March 21, 2017

Deposition of ALAN M. WILSON, taken before Frances C. Gray, Verbatim Court Reporter and Notary Public in and for the State of South Carolina, scheduled for 10:00 a.m. and commencing at the hour of 10:15 a.m., Tuesday, March 21, 2017, at the Office of the Attorney General, Rembert Dennis Building, 1000 Assembly Street, Columbia, South Carolina.

Reported by:
Frances C. Gray

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2 (Deposition of Alan M. Wilson)

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

3 -----
4 The reading and signing of this deposition
5 is reserved by the deponent and counsel for the
6 respective parties.

7 -----
8 Whereupon,

9 ALAN M. WILSON, being duly sworn and
10 cautioned to speak the truth, the whole truth,
11 and nothing but the truth, testified and
12 deposed as follows:

13 Court Reporter: Please state your full
14 name for the record.

15 Witness: Alan McCrory Wilson.

16 -----
17 DIRECT EXAMINATION

18 BY MS. POPE:

19 Q. Attorney General Wilson, I am Adele Pope, and I am
20 the pro se plaintiff in Aiken County case number:
21 2013-CP-02-1337, the case in which we are here
22 today for a deposition. Do you mind if I refer to
23 that case as Aiken 1337?

24 A. Yes, ma'am.

25 Q. I'll also be referring to another case, which is

1 the Richland County case number: 2010-CP-40-4900.

2 Do you mind if I refer to that as the Wingate
3 suit?

4 A. Sure. Yes, ma'am.

5 Q. Now, my duty as the attorney in this case is to
6 advise you of the deposition process, if you would
7 like me to. Would you -- do you need for me to
8 advise you of the deposition process?

9 A. That's up to you. I'm happy for you to or not,
10 whatever you want to do.

11 Q. Well, I'm happy not to, to save us time, if that's
12 okay with you.

13 A. Yes, ma'am. Yes, ma'am.

14 Q. And you do want to read and sign your deposition?

15 A. Yes, ma'am.

16 MR. SMITH: Excuse me. I don't want to
17 interrupt, but may I take up a couple of
18 housekeeping things?

19 MS. POPE: Absolutely.

20 MR. SMITH: Okay. First of all, reading,
21 doing an errata sheet, signing your deposition,
22 you have the right to do that as a deponent.
23 Would you like to exercise that right here?

24 THE WITNESS: Sure.

25 MR. SMITH: Secondly, to make this thing

1 go smoothly and to avoid interrupting the flow,
2 when I have an objection to the form of the
3 question, I'm just going to say, "objection
4 form." If I have an objection that the
5 question goes beyond the scope of 1337, I will
6 say, "objection scope."

7 MS. POPE: That's fine. And I agree that
8 at the end, you make take -- after we release
9 the Attorney General, we may take as long as
10 anybody would like to put more detailed
11 objections on the record; is that all right?

12 MR. SMITH: Uh-huh.

13 RESUMING EXAMINATION

14 BY MS. POPE:

15 Q. Now, Attorney General Wilson, I have prepared a
16 statement which is simply my statement, but of the
17 purpose of this deposition and -- and the
18 statement is in partial response to a motion on
19 your behalf not to be deposed today. Now, I
20 realize that it was not in this case, that it was
21 at the Wingate suit, but nevertheless, to set the
22 record clear why I believe I need your deposition,
23 I have a statement to make and I've handed you
24 that statement in writing. Have you read it?

25 A. I read just a few moments before I walked in here.

1 made that statement. To be respectful of your
2 high office and busy schedule, I have put my
3 questions in writing. I consent to your attorneys
4 making all objections at the end of the deposition
5 or in writing on the copy of these questions I am
6 giving them. I hope both your attorneys and those
7 for the Estate of James Brown and the James Brown
8 2000 Irrevocable Trust will not interrupt this
9 deposition so that it may be concluded
10 efficiently. When I ask you a question, would you
11 kindly answer it yes or no, if possible?

12 MR. BLACK: For the record, Adele, the
13 Estate and Trust objects to your statement.

14 Q. When I ask a question, would you kindly answer it
15 yes or no, if possible? If you do not agree with
16 the statement, kindly explain why you do not.
17 Thank you.

18 MR. BLACK: Ms. Pope, do you have a copy
19 of Exhibit 1 for the Trust and Estate? I don't
20 have a copy.

21 MS. POPE: As soon as I make it an
22 exhibit, I will hand you a copy.

23 MR. BLACK: Thank you.

24 MS. POPE: Now, I want to make that
25 statement exhibit number one to this

1 and truthful with you since you've asked for this
2 time. So, to your question number one, is that I
3 really don't have any knowledge that I had any
4 privileged -- I've never met Ms. Hynie or her
5 counsel and I'm not quite sure how to answer that
6 question beyond I don't know.

7 **Q. Good. That's helpful and perhaps I could ask a**
8 **few questions where we could make all of the**
9 **questions --**

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

11 **Q. -- easy for both of us; how about that?**

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

13 **Q. How many tort suits is the State of South Carolina**
14 **now conducting against South Carolina citizens?**

15 **A. I can't answer that off the top of my head.**

16 **Q. Are you aware of any tort --**

17 **A. I -- I'm sorry.**

18 **Q. Are you aware of any tort suit being conducted by**
19 **the State of South Carolina against a South**
20 **Carolina citizen other than the Wingate suit?**

21 **A. I -- not to my knowledge.**

22 **Q. Are you aware of any lawsuit in which the Attorney**
23 **General is a named plaintiff, in which the**
24 **Attorney General is not a party to the lawsuit --**
25 **not counsel in the lawsuit?**

1 A. Could you say the question again.

2 Q. I'm sorry, that was my fault. Are you aware of
3 any lawsuit being waged by the Attorney General of
4 South Carolina in which the Attorney General is
5 not a lawyer of record in the case?

6 A. There was a case several years ago in which the
7 former treasurer brought a suit against Bank of
8 New York Mellon and the Attorney General was not
9 originally a member, but that the treasurer and
10 the attorney at that time had to sign a litigation
11 retention agreement, but we weren't originally a
12 party of that suit, but that is no longer ongoing.

13 Q. Are you aware that you are a named party in the
14 Wingate suit?

15 A. Yes, ma'am.

16 Q. Have you condoned the continuation of the Wingate
17 suit since January 2011?

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

20 A. I remember in that first year that I was in
21 office -- as I stated earlier, I inherited several
22 thousand -- more than several thousand cases, and
23 as I was being briefed by senior staff and
24 attorneys handling cases, this case was brought to
25 my attention. And while I don't recall

1 specifically what was mentioned in that meeting --
2 those meetings at that time, I do know that I
3 authorized the continuation of that suit in order
4 to maintain the status quo of the office from the
5 previous administration to mine.

6 **Q. Did you -- was it explained to you when you**
7 **authorized the continuation of the lawsuit that**
8 **the Attorney General was a named plaintiff in the**
9 **lawsuit?**

10 A. The issue of whether or not we were -- I would
11 assume we were a named plaintiff because it was a
12 lawsuit in which this office was involved. So it
13 was never been raised -- the issue of whether or
14 not we were or were not named has never been an
15 issue until this year. I've always assumed and
16 thought that we were a named party and that we
17 were in this lawsuit.

18 **Q. So, well, let me ask you this: As a**
19 **constitutional principal, is the Attorney General**
20 **required to control the lawsuits in which he's a**
21 **party on behalf of the state?**

22 A. When the Attorney General and his staff and
23 designees, when we are a party to a lawsuit are
24 involved to the extent we're required by law.
25 This particular lawsuit is a little unique because

1 I do not believe that when it was brought that it
2 required our approval. Because it was brought by
3 the trustee, my understanding, on behalf of the
4 beneficiaries and our permission was not needed to
5 bring the lawsuit. That's my understanding, that
6 we elected to be part of this lawsuit at -- prior
7 to my taking office.

8 **Q. From whom did you understand that?**

9 A. From the numerous meetings that I've had.

10 **Q. So have you heard that Henry McMaster has said he**
11 **did not authorize the lawsuit to be brought in the**
12 **name of the Attorney General?**

13 A. I have read Mr. McMaster's first deposition. I
14 have not read his the second deposition. And in
15 the first deposition -- I brought it with me and I
16 haven't read the whole thing, but I did read -- it
17 would be page 32 -- oh, and by the way, it was a
18 deposition taken on August 18, 2016. And in that,
19 Mr. McMaster was asked the question, as an
20 example, this particular action against Ms. Pope
21 now, would Mr. Jones have consulted you before
22 filing this lawsuit? Mr. McMaster answers, yes.
23 Next question, and he would've had your approval?
24 Mr. McMaster answered, yes. And then the next
25 question, and he wouldn't have been able to file

1 it without your approval; is that correct? Well,
2 he would've have or filed it without your
3 approval, I'll put it to you that way.

4 Mr. McMaster answered, well, it Mr. Bauknight who
5 filed the case. Okay. And then Mr. McMaster
6 answered, and he did not need my approval. He may
7 have wanted it, but he doesn't work for me.

8 That was from Mr. McMaster's deposition in
9 August. So I did not have any direct knowledge
10 of Mr. McMaster's involvement prior to taking
11 office and I only just recently read this
12 deposition of his impressions last August. My
13 understanding, when I took office in 2011, was
14 that senior staff and members of my office
15 staff downstairs brought the case before me. I
16 was under the impression it was ongoing and
17 that I needed to continue it in order to
18 maintain the status quo.

19 **Q. In preparation for this deposition, did you not**
20 **review the sworn testimony of Henry McMaster in**
21 **this case made after the deposition which you just**
22 **read?**

23 **A. I have not.**

24 **Q. Do you dispute that he said in that, that he did**
25 **not authorize the lawsuit to be filed in the name**

1 **of the Attorney General?**

2 A. I can't dispute what he said because I haven't
3 read it.

4 **Q. Do you dispute that he said he did not authorize**
5 **Russell Bauknight to bring the Wingate lawsuit in**
6 **the name of -- on behalf of the Attorney General**
7 **of South Carolina?**

8 A. I would have no way to dispute it because I
9 haven't read it.

10 **Q. Okay. Have you and Tommie Rae Hynie had**
11 **75 percent control of the James Brown Legacy Trust**
12 **since you took office?**

13 MR. BLACK: Object to form.

14 MR. SMITH: Object to the form and scope.

15 A. As I stated earlier, I can't answer specifics
16 about the litigation because I'm personally not
17 aware.

18 **Q. You're unaware that you have had personal control**
19 **of the James Brown Legacy Trust during your**
20 **service as Attorney General?**

21 A. You say my personal control and I will go back to
22 my preamble statement that I supervise probably
23 close to 90 attorneys and over 200 personnel that
24 handle between 7 and 8,000 cases at any given
25 point in a year, and that number fluctuates

1 constantly. I have to rely on what I am told by
2 those attorneys in making decisions. So I don't
3 know the specifics of every case, but when they
4 are brought to my attention, I make decisions
5 based on what I am told. I don't have that
6 detailed a knowledge about what percentage of what
7 -- I just can't answer because I don't have any
8 personal knowledge.

9 **Q. Have you discussed the Wingate suit with Ken**
10 **Wingate?**

11 A. No, ma'am.

12 **Q. Never?**

13 A. I've talked to Mr. Wingate a couple of years ago
14 about this, but I don't recall specifically what
15 we discussed. I haven't talked to him about this
16 case in several years.

17 **Q. Have you ever reviewed a pleading filed by**
18 **Mr. Wingate in the name of the state on your**
19 **behalf?**

20 A. I don't recall reading any pleadings from several
21 years ago. I may have; I may not have. I just
22 don't recall.

23 **Q. Who have you relied on for the decisions that**
24 **you've made or that have been made in your name in**
25 **the Wingate lawsuit?**

1 Q. Should I say the question again?

2 A. Please.

3 Q. At what period between the time you took office in
4 January 2011 and today, March 21, 2017, do you
5 claim you have shared a privilege with Tommie Rae
6 Hynie and her counsel under the Tobaccoville
7 doctrine or otherwise?

8 A. I believe --

9 MR. SMITH: Excuse me. Just for the
10 record, same objections as previously stated,
11 but answer the question to the extent you can.

12 A. I don't know the answer to that question. I'm not
13 aware that I've ever exercised that privilege.

14 Q. Do you claim any privilege with -- do you claim
15 any privilege with Ken Wingate who is currently
16 the attorney for Tommie Rae Hynie?

17 A. Not that I'm aware of. I don't know the answer.

18 Q. Have you been instructed to limit your answer?

19 A. No.

20 Q. Do you believe that stipulating that Tommie Rae is
21 James Brown's spouse when there is strong evidence
22 she is not, has helped protect James "I Feel Good"
23 Charity or its 900 copyrights?

24 MR. BLACK: Object to the form.

25 MR. SMITH: I'm sorry. Could you repeat

1 the question please.

2 MS. POPE: You have a copy of the --

3 THE WITNESS: It's question number two.

4 RESUMING EXAMINATION

5 BY MS. POPE:

6 Q. Do you believe that stipulating that Tommie Rae is
7 James Brown's spouse when there is strong evidence
8 she is not has helped protect James Brown's "I
9 Feel Good" Charity or its 900 copyrights?

10 A. I'm not in a position to answer that question.
11 That's litigating it and I wouldn't have direct
12 knowledge of that.

13 Q. You don't know -- so the answer is, you don't
14 know?

15 A. Again, I'm not involved in the direct litigation
16 of this case so I don't want to -- I don't want to
17 litigate facts or positions in this deposition.

18 Q. I want to know, do you have any opinion about
19 whether stipulating that Tommie Rae is James
20 Brown's spouse when there is strong evidence she
21 is not, would help protect James Brown's "I Feel
22 Good" Charity or its 900 copyrights?

23 MR. SMITH: Object --

24 A. And I don't -- I don't --

25 MR. SMITH: Excuse me. Excuse me. If I

1 may assert a object -- leading. Object to the
2 scope.

3 A. And I -- I understand that the court has already
4 ruled that she is his spouse so I don't know how
5 to answer that question with any specific
6 knowledge myself. I don't know how to answer
7 beyond what the court has already stated.

8 **Q. What court was that?**

9 A. I believe -- didn't Judge Early find that she was
10 his spouse.

11 **Q. Are you aware that the Estate of James Brown**
12 **appealed that finding?**

13 A. Yeah, I am aware.

14 **Q. So do you have any knowledge about whether**
15 **stipulating that Tommie Rae is James Brown's**
16 **spouse when there is strong evidence she is not**
17 **would help her protect James Brown's "I Feel Good"**
18 **Charity --**

19 A. No.

20 **Q. Or its 900 copyrights?**

21 A. No.

22 **Q. In eight years, two attorneys general have been**
23 **involved in the James Brown litigation. During**
24 **that period, has any member of the AG's staff**
25 **developed any expertise in, or understanding of,**

1 **from at least January 2011 until May 8, 2013?**

2 MR. SMITH: Object to form and scope.

3 MR. BLACK: Same objection.

4 A. What question are you reading from; I'm sorry.

5 **Q. Well, I was trying to respond to your response to**
6 **ten to get to 11. But, did you exercise control**
7 **through Russell Bauknight -- question 11 -- and a**
8 **dozen Nexsen Pruet lawyers who have been paid**
9 **millions of dollars from funds James Brown gave**
10 **his "I Feel Good" Charity?**

11 A. I am unaware --

12 MR. BLACK: Object to form and scope.

13 MR. SMITH: Same.

14 A. I am unaware of this office exercising control,
15 personally unaware.

16 **Q. At any time since January 21, 2011?**

17 A. I am unaware.

18 **Q. Do you believe that you had a duty to exercise**
19 **control after you took control of the James Brown**
20 **Legacy Trust?**

21 MR. SMITH: Same form and scope objection.

22 MR. BLACK: Same objection.

23 A. I'm unaware. I don't know.

24 **Q. Have you, personally, with Tommie Rae, had**
25 **75 percent control of the James Brown Legacy Trust**

1 office litigates thousands of cases which you
2 could say "I" am making an allegation, but I am
3 relying on the advice and counsel of attorneys in
4 this office that have involved in this case and
5 more deeply involved in this case than I have ever
6 been or was prior. So I would have to say that
7 this office has the legal position that it was a
8 private suit, but that we were on it for
9 procedural reasons and strategic reasons. That --
10 I can't -- I can't go beyond that because I don't
11 know the answer.

12 **Q. Attorney General Wilson, I'm not talking about a**
13 **suit. I'm talking about a trust, the James Brown**
14 **Legacy Trust created by Henry McMaster. Not a**
15 **lawsuit, a trust created by Henry McMaster.**

16 MR. BLACK: Object to form.

17 MR. SMITH: Object to form and scope.

18 A. Okay.

19 **Q. Why have you told the courts a trust created by**
20 **Henry McMaster is private?**

21 MR. SMITH: Object to form and scope.

22 A. I'm not aware of where I have ever said that.

23 **Q. Do you know whether Mr. McMaster expected to**
24 **receive any private gain from the James Brown**
25 **Legacy Trust?**

1 A. No. I do not know.

2 Q. Do you expect to receive any private gain from the
3 James Brown Legacy Trust?

4 MR. SMITH: Object to scope.

5 A. No.

6 Q. Do you expect to receive any gain for you office
7 from the Wingate law suit?

8 MR. BLACK: Object to scope.

9 A. No.

10 Q. Does the contract that you entered into with the
11 Wingate Firm provide that your office will be paid
12 ten percent of Mr. Wingate's legal fee?

13 MR. BLACK: Object to form and scope.

14 A. I'm not aware of that.

15 Q. Should you be aware of that?

16 MR. BLACK: Object to form and scope.

17 A. I can't be aware of every single thing that
18 happens in this office; it's impossible.

19 Q. Do you and Tommie Rae have the obligation, based
20 on your 75 percent voting control, to assure that
21 the Legacy Trust, which AG McMaster created, was
22 terminated properly because it had charitable
23 beneficiaries?

24 MR. SMITH: Object to form and scope.

25 A. I don't know.

1 16s and I don't know if mine is the only one
2 that has a typo because I have: 15, 16, 14,
3 15, 16.

4 MS. POPE: Thank you.

5 A. And again, I'm not prepared to litigate the merits
6 of this case or agree or disagree with your legal
7 positions. So, and look, I'm not trying to be
8 difficult or evasive, I just don't want to
9 litigate a case that I'm not ultimately involve
10 the day-to-day operation of.

11 **Q. Nor am I seeking to be litigious or evasive --**

12 A. Yes, ma'am.

13 **Q. But I do need to know your opinion, your answers,**
14 **what you know, what you agree to. Do you agree**
15 **that James Brown's fiduciaries have a duty to**
16 **uphold his Will, which leaves the bulk of his**
17 **fortune to his "I Feel Good" Charity to educate**
18 **needy students?**

19 MR. SMITH: Object to form and scope.

20 A. And I don't know how to answer that question.

21 **Q. Has your stated purpose in being involved in the**
22 **James Brown litigation for six years been to**
23 **protect funds James Brown gave his "I Feel Good"**
24 **charity?**

25 MR. SMITH: Object to scope.

1 A. The purpose as I understood was to protect the
2 interest of the charitable beneficiaries.

3 Q. Do you believe that because of your ability to
4 remove and replace Russell Bauknight at will, you
5 had a fiduciary duty under James Brown's estate
6 plan?

7 MR. SMITH: Object to the form and scope.

8 A. I don't know how to answer that question.

9 Q. Do you agree that your public duty applies to
10 James Brown's "I Feel Good" Charity, which is a
11 private foundation?

12 MR. SMITH: Object to form and scope.

13 A. Again, don't know how to answer that question.

14 Q. Do you agree with the South Carolina Supreme Court
15 that the 2008 settlement broken by now Governor
16 Henry McMaster when he was AG, dismembered James
17 Brown's noble estate plan in favor of persons who
18 may have no entitlement to any of his assets?

19 MR. SMITH: Object to form and scope.

20 A. I'm reading the question because it's leading and
21 --

22 MR. BLACK: Ms. Pope, rather than
23 interrupt, I'm going to put a standing
24 object -- I've now had the opportunity to
25 review each one of your questions. For the

1 record, I want to be clear this deposition is
2 being taken in Case 1337 which is your narrow
3 claim case pursuant to Judge Early's order, and
4 every single question I look at here has to do
5 with the case that you described as Case 4900,
6 which is a separate lawsuit, not concerning
7 your claim against the Estate.

8 A. This -- I do not -- to your, I do not agree with
9 the Supreme Court based on my general knowledge of
10 the case.

11 **Q. Are you taking action to go against the Supreme**
12 **Court's ruling?**

13 MR. SMITH: Object to form and scope.

14 A. The only action I've taken since this Supreme
15 Court ruled was to try to remove the Attorney
16 General's office from this case.

17 **Q. Well, haven't members of your staff taken**
18 **substantial and aggressive action other areas?**

19 A. I have can't answer that; I wouldn't know.

20 **Q. Well, haven't you, under FOIA, prevented the**
21 **release of private documents which would've helped**
22 **protect the estate plan -- public documents that**
23 **would've help protect the estate plan?**

24 A. We are one thousand percent supportive of FOIA and
25 have -- would have no objection to any things that

1 Q. Do you know that Tommie Rae's lawyer, Robert
2 Rosen, engaged a second lawyer for Tommie Rae
3 after James Brown sought James B?

4 MR. SMITH: Object to form and scope.

5 A. I did -- did not know.

6 Q. Do you know that shortly after James B sought DNA
7 testing, his lawsuit against Tommie Rae was
8 settled with her contract never to claim to be
9 James Brown's spouse and no provision for her son?

10 MR. SMITH: Object to form and scope.

11 A. Again, no personal knowledge.

12 Q. Do you think you should have known about these
13 things before joining with Tommie Rae to sue Bob
14 Buchanan and Adele Pope?

15 MR. SMITH: Object to the form and scope.

16 A. Again, Ms. Pope, and as I stated at the beginning
17 of the deposition, the questions are applied to
18 me, personally, but this office was managing the
19 litigation prior to me being Attorney General and
20 since I've been elected Attorney General, and I
21 rely on attorneys to be involved heavily in the
22 cases and to make these day-to-day decisions. So
23 I'm not going to have personal knowledge of the
24 merits of every case, only that when it's brought
25 to me and a recommendation is made and I've

1 agreed that we have got for the Attorney
2 General a running objection to all the
3 questions on the basis of form and scope. I'm
4 not directing him not to answer those
5 questions, I'm just noting those for the record
6 and I don't need to restate them for each
7 question. If I've got a privilege objection, I
8 will assert that specially.

9 MS. POPE: That's fine good.

10 RESUMING EXAMINATION

11 BY MS. POPE:

12 **Q. Attorney General, I would suggest maybe if you're**
13 **looking at the document I sent you this morning,**
14 **that you switch with Bob. I corrected a couple of**
15 **typos, but they're not essentially any different.**

16 A. May I ask what number we're on?

17 **Q. As soon as I figure out where we are, I'll be glad**
18 **to tell you. I kind of lost my track also.**

19 A. Yes, ma'am. Yes, ma'am.

20 **Q. Do you know that between the 2000 -- 30, please.**
21 **Do you know that between the 2004 settlement and**
22 **Brown's death on December 25, 2006, Tommie Rae**
23 **begged James Brown to marry her, but he refused?**

24 A. And -- and what question?

25 MS. POPE: Thirty.

1 A. I have no knowledge whatsoever.

2 Q. Are you aware from emails that NP lawyer, Freddie
3 Kingsmore was simultaneously working with Alan
4 Medlin to devalue Brown's music Empire to 4.7
5 million in IRS filings, and sue Bob Buchanan and
6 Adele Pope for not accepting the hundred
7 million-dollar offer for Brown's assets made in
8 2007?

9 A. I just do not recall. I'm not aware.

10 Q. Are you aware that the valid -- among the valid
11 reasons for not accepting the 2007 hundred
12 million-dollar offer, and two additional letters
13 of intent in 2008, included that Greenburg
14 Traurig, Cannon, Dallas, and Frank Copsidas were
15 claiming nearly half of any sale under something
16 known as the October 18th letter?

17 A. I have no knowledge.

18 Q. Do you know anything about the October 18th
19 letter?

20 A. No.

21 Q. Do you agree that --

22 A. To my recollection. Again, when I'm saying "no,"
23 I just don't remember, but I have no knowledge if
24 I have seen a letter, I just don't recall.

25 Q. Thank you. Do you agree that today the Estate and

1 2000 Trust are properly asserting in the lawsuit
2 that Mr. Buchanan and Ms. Pope instituted in
3 February -- excuse me. Do you agree that today
4 the Estate and 2000 Trust are properly asserting
5 in the lawsuit Mr. Buchanan and Ms. Pope.
6 instituted in February 2008 that the October 18th
7 letter was unconscionable and could not be
8 enforced by GT, the Cannon trustees or Copsidas?

9 A. I can't agree or disagree. I just don't know.

10 Q. Do you know anything about the service of Bob
11 Buchanan and Adele Pope at any time between
12 March 7, 2007 and May 26, 2009?

13 A. Are you --

14 Q. That's not a question. Just --

15 A. Would you repeat so I can look at you.

16 Q. Sure. Sorry. I didn't mean to trick you.

17 A. Yes, ma'am.

18 Q. Do you know anything sitting here today about the
19 service of Bob Buchanan and Adele Pope to the
20 Estate and Trust of James Brown between March 7,
21 2007 and May 26, 2009.

22 A. I know nothing firsthand. I know what I was
23 briefed on in 2011 when I authorized the lawsuit.
24 I -- also, but I will say this: I know that
25 senior members of my staff hold you in the highest

1 if I wanted to because I don't remember the
2 contents of those conversations, but I will
3 just give you an idea. When was sworn in
4 January 2011, for the next six months I was
5 drinking from a firehose and I was getting
6 briefed on hundreds and hundreds of civil and
7 criminal cases that were ongoing, not to
8 mention the administration of the office and
9 the personnel, and the finance and the budget.
10 So I know that I had a rather large number of
11 meetings about a number of cases. This is one
12 of those cases I remember getting briefed on a
13 great deal as to the legal posture of the case.
14 I have no direct knowledge of the specifics of
15 the case and the reason it was brought, only
16 the -- the recommendation by the staff at that
17 time to maintain a status quo of the case from
18 Mr. McMaster's term and my term. So I
19 authorized it based on those meetings and those
20 briefings I received.

21 **Q. I'm sorry. Thank you. But based on that, let me**
22 **ask you again, you have not spoken to Governor**
23 **McMaster about this case; is that correct?**

24 **A.** I do not remember talking to him about this
25 specific case in a long time.

1 A. I mean, I don't really recall this because I don't
2 remember reading it.

3 Q. Wouldn't someone in your office have to take
4 responsibility for putting your name on responses
5 to filings in the appellate court?

6 A. Yes, that's why I have 90 attorneys that represent
7 my name every day in court and sometimes I'm not
8 even aware of it.

9 Q. Right, but somebody under the Rules of
10 Professional Responsibility has to take
11 responsibility for acting as a lawyer on your
12 behalf, don't they?

13 A. Yes, ma'am.

14 Q. And wasn't the question squarely before the Court
15 whether it was legal for the Attorney General to
16 be using a private lawyer to sue two South
17 Carolina citizens?

18 A. Again, I just don't -- didn't read it. So you're
19 asking me if I have personal knowledge. If it is
20 what it is, if that's what it is, I don't dispute
21 it.

22 Q. Well, I'd ask you -- I don't want you to spend all
23 day, but I would like you to glance at it because
24 -- you know, somebody's career was involved here.

25 A. I am reading the conclusion and you're seeking to

1 A. I know that members of my staff made the
2 recommendation that I maintain the status quo of
3 this lawsuit, and so based on that recommendation
4 I authorized it. Mr. Wingate was representing all
5 the beneficiary interest at that time, and to the
6 degree that he represented their interests, he was
7 representing the State's interest in that narrow
8 set.

9 Q. All right. Again, specifically as to number two,
10 --

11 A. Yes, ma'am.

12 Q. Did you authorize a filing of the Court of Appeals
13 by a private attorney on your behalf?

14 MR. SMITH: Previously asked and answered.

15 Q. Go ahead.

16 A. I'm trying to remember. Could you ask the
17 question again.

18 (Court reporter reads back previous question.)

19 A. I have no recollection today about what happened
20 in 2011. The only recollection I have is that at
21 that time I was aware Mr. Wingate's firm was
22 representing the beneficiaries of this Trust and
23 that he was engaged by Mr. Bauknight and that he
24 was representing their interest. To the extent he
25 was representing their interest, he was

1 representing the State's interest. This is a
2 lawsuit they could've brought with or without the
3 AG's office being on that pleading. They didn't
4 need our permission to bring the lawsuit. My
5 understanding is we were added to the lawsuit kind
6 of as a prophylactic measure to ensure that the
7 lawsuit was protected in the event that
8 Mr. Bauknight was removed as the Trustee, at least
9 another plaintiff, the State, would remain on
10 there to protect it.

11 **Q. Did Alan Medlin explain that to you?**

12 A. No. I don't remember talking with Mr. Medlin.

13 **Q. Do you agree that -- you said the beneficiaries of**
14 **"this trust." What trust are you referring to?**

15 A. The "I Feel Good" Trust, the charitable
16 beneficiaries.

17 **Q. Well, did you think that Tommie Rae Hynie was a**
18 **beneficiary of the "I Feel Good" Trust?**

19 A. Again, I don't have specific information on the
20 specifics of the case.

21 **Q. Do you know whether Tommie Rae Hynie is a**
22 **beneficiary of the "I Feel Good" Trust or any**
23 **trust created by James Brown?**

24 A. She was -- I know that she was found by a circuit
25 judge to be the spouse of James Brown. So --

1 Verification of Answers was
2 marked Exhibit No. 9 for
3 identification.)
4

5 Q. Let me ask you to look at Plaintiff's 9.

6 A. Okay.

7 Q. On May 9th -- May 3rd, I believe it was, 2011, did
8 you verify the Interrogatory Answers that Henry
9 McMaster had given in the Wingate lawsuit?

10 A. I see my signature here, yes.

11 Q. Do you understand what one's obligation is when
12 they verify interrogatory answers?

13 A. Yes, ma'am.

14 Q. And you understood that you had an obligation to
15 know the truthfulness of the answers you were
16 verifying?

17 A. Yes, ma'am.

18 Q. Individually?

19 A. Well, I verified the answers as I knew them to be
20 based on the briefings from the staff and based on
21 what I had firsthand knowledge of at the time.

22 Q. And you understood your obligations under the
23 rules?

24 A. Yes, ma'am.

25 Q. Is a plaintiff in the lawsuit?

1 A. Well, I understood that I was verifying the
2 answers on behalf of the office that I was briefed
3 on.

4 Q. Let me just see if you have seen Wilson --
5 Plaintiff's four before. Tell me what is.

6
7 (Whereupon, AJP Offer of
8 Judgment was marked Exhibit No.
9 4 for identification.)
10

11 A. Adele Pope's Offer of Judgment to the South
12 Carolina Attorney General and Russell Bauknight as
13 Agent for South Carolina Attorney General.

14 Q. Do you have any memory of that offer --

15 A. No.

16 Q. -- by Ms. Pope -- oh, sorry.

17 A. No, ma'am.

18 Q. Do you know that in 2012, Ms. Pope offered to let
19 the Attorney General out of the Wingate lawsuit?

20 A. I may have known it the time; I just don't recall.

21 Q. Do you know that instead of responding to the
22 offer, the Attorney General filed the offer and
23 moved to strike it?

24 A. I obviously can't speak specifically to it because
25 I have no direct knowledge or don't recall.

1 Brown Estate and Trust, including the charitable
2 interest. Mr. McMaster in his letter also states,
3 "As you know, by law this office has a duty to
4 protect charitable trusts. Also, per your
5 conversation with Senior Assistant Attorney
6 General C.H. Jones, in connection with the
7 charitable trust portion of this matter, you have
8 agreed to use the terms and conditions as outlined
9 in the attached 'Agreement for Legal Services'
10 which references and incorporates the Attorney
11 General's standard Litigation Attention Agreement.
12 Of course, this office has no authority over your
13 agreement with Messrs. Wingate and Kendall
14 concerning the other portions of this matter."
15 And he signed it.

16 **Q. Well, do you believe that this document, Wingate**
17 **12, constitutes the State of South Carolina's**
18 **contract and the contract of others to bring the**
19 **Wingate suit?**

20 **A.** I believe that Mr. McMaster, to the degree that it
21 was representing the charitable interest,
22 authorized Mr. Wingate to bring the suit.

23 **Q. That's not the question. Do you believe as**
24 **Mr. Wingate has represented, that this document**
25 **Wingate 12 and Exhibit 4 -- 6 to your deposition,**

1 relationship we had with them.

2 **Q. Let's look here in -- at the page that's marked**
3 **134.**

4 A. In which document; I'm sorry.

5 **Q. Number six.**

6 A. I don't think I have number six in front of me.

7 Oh, sorry. At what pages?

8 **Q. I think it has a Bates number 134.**

9 MR. BLACK: Adele, do you have an extra
10 copy of number six? We don't have a copy down
11 here.

12 (Ms. Pope passes document.)

13 **Q. Does that agreement provide that the Office of the**
14 **Attorney General will be paid ten percent of**
15 **Mr. Wingate's legal fee?**

16 A. That is what the standard contract says here, yes.

17 **Q. Does this contract provide it?**

18 A. It says here, it's a boilerplate provision, yes.

19 **Q. And do you expect to receive ten percent of**
20 **Mr. Wingate's legal fee if he obtain's one?**

21 A. I do not expect that.

22 **Q. Does the State expect it?**

23 A. Not to my knowledge, no.

24

25 (Whereupon, Motion to Strike was

1 acquire or control the James Brown assets if he
2 could make Tommie Rae appear to be James Brown's
3 spouse?

4 A. I have no knowledge of this.

5 MR. BLACK: Ms. Pope, you're -- for the
6 record, you're saying, "Mick Jagger." I
7 believe you mean, Peter Afterman.

8 Q. Do you agree that since 2009 Peter Afterman has
9 worked with Russell Bauknight and Nexsen Pruet to
10 try to make Tommie Rae Brown's spouse, with
11 Afterman even helping Tommie Rae file defective
12 Termination Rights elections in 2013 in an effort
13 to take a portion of the royalties from 90 of the
14 900 copyrights Brown gave his "I Feel Good"
15 Charity between now and 2023?

16 A. I have no knowledge or even any recollection of
17 that.

18 Q. Do you believe in your oversight of James Brown's
19 charity since May 8, 2013, you had a duty to
20 either stop or the Tommie Rae Terminations or to
21 see that Russell Bauknight took action to stop
22 them?

23 A. I don't know.

24 Q. Do you believe that since May 8, 2013, while your
25 office has continued to oversee the James Brown

STATE OF SOUTH CAROLINA COURT OF COMMON PLEAS
COUNTY OF AIKEN

ADELE J. POPE,	:	
	:	Civil Action No.:
Plaintiff,	:	
	:	2013-CP-02-1337
vs.	:	
	:	
ESTATE OF JAMES BROWN and THE	:	
JAMES BROWN 2000 IRREVOCABLE	:	
TRUST,	:	
	:	
Defendants.	:	

DEPOSITION OF WALLACE K. LIGHTSEY, ESQUIRE

DATE TAKEN: April 10, 2017
TIME BEGAN: 10:00 a.m.
TIME ADJOURNED: 10:50 a.m.
LOCATION: Nexsen Pruet
55 E. Camperdown Way
Greenville, South Carolina
REPORTED BY: Tami I. Watters, RPR, CRR
EveryWord, Inc.
P.O. Box 1459
Columbia, South Carolina 29202
(803) 212-0012

1 I was also interested in the FOIA issues
2 that had come up in the case and was interested in
3 that, because I'd done a lot of litigation on
4 Freedom of Information Act issues.

5 So I was just interested in the case, and
6 we talked about it and said if I could help, I'd be
7 glad to help. And then I think last summer is when
8 she communicated to me about acting as an expert in
9 the case.

10 And so some -- at some point over the
11 course of the summer through maybe September she
12 proposed that, and I agreed to do that.

13 Q Okay. Have you been -- did you enter
14 into a signed contract?

15 A No.

16 Q Okay. Have you been paid anything for
17 your services?

18 A I have not.

19 Q Okay. You mentioned that you do
20 copyright work.

21 A Yes.

22 Q Is any of that musical copyright?

23 A Some has been.

24 Q Can you tell me about your experience
25 with musical copyright work?

1 A Well, most of my copyright work has been
2 with litigation; in infringement litigation. There
3 have been several cases that involved alleged
4 infringement of musical compositions.

5 I've also done a fair bit of consulting
6 with a local musician -- talented musician and have
7 assisted him with some of his copyright issues.

8 Q Okay. I know that you've done a lot of
9 architectural copyright work.

10 A Uh-huh.

11 Q Can you generally say this percent of my
12 copyright work was musical? Can you give me a
13 guesstimate?

14 A Less than 10 percent.

15 Q Okay. Have you -- let's start with this.
16 It might be the easy way to do this.

17 I'm gonna mark Defense 1, which is -- the
18 first page is the top page of an expert witness
19 disclosure, just to make clear what it is, but then
20 the second and third pages of it are actually
21 information related to you.

22 A All right.

23 - - -

24 (Expert Witness Disclosure marked Defense
25 Exhibit Number 1, for identification.)

1 A There was an awareness of them. I don't
2 recall any cases in which that issue came up, but
3 the --

4 Termination rights were put in effect
5 with the 1976 Act, which went into effect in 1978,
6 so I had a -- just a general awareness that there
7 was that provision in the Copyright Act.

8 Q Okay. Were there termination rights in
9 the previous Copyright Act?

10 A Not, per se. There was a renewal
11 procedure that was intended to provide an
12 opportunity for the author or his heirs to
13 recapture more value from the copyrighting works,
14 but there wasn't an express termination in the
15 recapture provision like what was put in effect
16 with the '76 Act.

17 Q I'm looking at paragraph 2 of your
18 opinion. By opinion, I mean under the heading of
19 Opinions and then the second paragraph.

20 A Right.

21 Q I'll read it for the record: "Not much
22 was known about Termination Rights in 2008 and
23 2009, even among IP counsel not directly involved
24 in specific matters."

25 Tell me what you mean by that sentence.

1 A Just what it says and just using my own
2 experience and level of awareness at the time.

3 I, by that time, had been doing a
4 substantial copyright practice for 15-plus years,
5 and, like I said, I had a vague awareness of
6 termination rights, that there was this provision
7 in the Act, but I really did not have any awareness
8 of how it worked or anything near the complexity
9 that's involved with that area of the law.

10 Q Okay.

11 A And I'd consider myself, you know, pretty
12 representative of somebody who is a general IP
13 litigation practitioner with significant experience
14 at that time, so just basing it on my own level of
15 awareness and what I read in the literature.

16 I would get, you know, frequent
17 newsletters or electronic newsletters from various
18 intellectual property lawyer associations, and just
19 seeing what people were talking about, what the
20 cases were talking about, I think at that time,
21 even with IP lawyers, there wasn't much awareness
22 of termination rights.

23 Q What about entertainment lawyers? If I
24 were to tell you that entertainment lawyers have
25 known about termination rights for -- you know,

1 issues being out there.

2 When Adele asked me to get involved with
3 this, I tried to learn a little bit more about it.
4 And, in the course of doing that, I feel very
5 strongly that what that sentence says is correct.

6 Q Okay.

7 A But that's been a process of
8 self-education for this case.

9 Q Okay. Do you know whether Mrs. Pope made
10 any inquiry into how to find ways for charities to
11 limit losses from the exercise by heirs of
12 termination rights during her fiduciary service?

13 A I've read the article that she drafted
14 with Jeff -- Smith? Is that right?

15 So I've got -- I've got that
16 understanding of what she did.

17 Q Okay. Do you know whether or not that
18 article was drafted during her fiduciary service?

19 A I'm not sure.

20 Q Okay. So beyond that article, do you
21 know of any other instance in which Mrs. Pope made
22 efforts to limit losses from the exercise by heirs
23 of termination rights during her fiduciary service?

24 A Well, all my communications with Ms. Pope
25 about this have been over the last year plus.

1 legatee, if that's the right word, that cuts out
2 the heirs.

3 Q Uh-huh. The next sentence you have here
4 is paragraph 3: "The Ray Charles Foundation case
5 makes clear that a charity owning copyrights has a
6 right to be part of the Termination Rights process
7 because its royalty stream is at stake."

8 Is that just a -- what are you trying to
9 communicate with that sentence?

10 A Well, just that the Ninth Circuit in that
11 case held that the foundation had standing to
12 contest a notice of termination by the heirs.

13 Q Okay. Do you intend to offer any
14 opinions besides what's written right here?

15 A I haven't been asked to, so ...

16 Q Okay. Can you generally tell me your
17 opinion of what role your opinion has, if I can ask
18 that question?

19 A I really don't know.

20 Q Okay.

21 A I'm not sure exactly how this fits into
22 the whole broader issues in the case.

23 Q Okay. Do you have any -- do you know how
24 much Mrs. Pope is asking the estate to pay for her
25 work?

1 A I've seen a figure of 1.4 million.

2 Q Okay.

3 A I don't know if that -- I'm thinking
4 there may be something more.

5 Q Yes. Okay. So you generally would come
6 to Aiken County and you would testify that
7 termination rights were a new thing and IP
8 lawyers -- even IP lawyers weren't fully familiar
9 with the workings of it?

10 A Well, again, I'd -- you know, I can't say
11 exactly what I'll be asked to testify to or what
12 the judge might consider me an expert on or not an
13 expert. That's up to the court to decide.

14 Q Sure.

15 A As I've said, I do believe, within the
16 general community of lawyers who practice
17 intellectual property, which I do believe I'm
18 representative of -- a good representative of, that
19 there was only a vague awareness of termination
20 rights up until, you know, starting maybe in the
21 mid-2000s; 2006 and later --

22 Q Okay.

23 A -- when some of these cases started
24 coming down and we started hearing more about this.

25 Q Okay. Would you agree that a fiduciary

1 should seek entertainment counsel in trying to
2 learn about these rights?

3 A I wouldn't have an opinion on that.

4 Q Okay. Those are all the questions I
5 have. I may want to make some copies of your file.

6 A Sure. Sure.

7 - - -
8 EXAMINATION
9 - - -

10 BY MS. POPE:

11 Q Mr. Lightsey, can you describe for me how
12 thick your file is?

13 A It's, I guess, about 2 or 3 inches.

14 Q All right. So would you say there are at
15 least a couple of hundred pages in there?

16 A Probably.

17 Q And is it fair to say you've done a good
18 bit of thinking about this issue since we first
19 talked?

20 A Yes.

21 Q Okay. You were asked about the knowledge
22 of entertainment lawyers with respect to
23 termination rights back in 2008 and today.

24 Do you know of any entertainment lawyers
25 within the state of South Carolina?

1 A No.

2 Q Okay. In researching termination rights,
3 have you thought about whether, in certain
4 instances, a knowledge of state probate law is as
5 important as a knowledge of the copyright law?

6 A Yes. I think -- my understanding is
7 that when there are questions about who is a child
8 or who is a spouse for purposes of the termination
9 rights, that that's determined by state law.

10 Q Certainly the spouse, if not the
11 children?

12 A Uh-huh.

13 Q Is that correct?

14 A Yes.

15 Q So does that mean that if a foundation
16 such as the "I Feel Good" Charity wanted to protect
17 itself in the termination rights area, job one
18 would be not to create a spouse if there isn't one?

19 A I think -- if there's a question about
20 whether somebody who claims to be a spouse really
21 is or really qualifies, I think that's an essential
22 question, just because of this whole negotiation
23 process I've touched on.

24 Under the termination provisions of the
25 Copyright Act, if the person is -- does qualify as

1 a spouse, they get -- and there are children, the
2 spouse has a 50 percent vote on whether to
3 terminate. And since a majority is required, if
4 there is a spouse and children, then the spouse has
5 to be part of that majority or you won't be able to
6 get the necessary percentage to terminate.

7 So, yeah, I think that would be
8 absolutely essential.

9 Q And in connection with the determination
10 of heirs under the federal Copyright Act, is it
11 fair to say that even today there has been very
12 little litigation over the issue of how to
13 determine who are children?

14 A Yeah. I'm not aware of any, other than
15 this litigation.

16 Q And if, for example, James Brown had a
17 child who was acknowledged in his divorce but not a
18 biological child, to date, do we have any guidance
19 about whether that child would be considered an
20 heir under the federal Copyright Act?

21 A None that I know of.

22 Q Okay. What if, for example, James Brown
23 had a child who was not born of a marriage and
24 acknowledged only in a will, which the child
25 contested? Do we have any guidance that you're

1 aware of under the federal Copyright Act about that
2 child's entitlement to termination rights?

3 A No.

4 Q What if James Brown, in his documents,
5 intentionally disinherited any child who claimed --
6 who challenged his estate plan? Do we have any
7 court guidance on whether -- the impact of such a
8 provision in the will might affect termination
9 rights?

10 A None that I know of.

11 Q Okay. Now, at least during those early
12 years after the death of a person who owns as many
13 as 900 copyrights, could the probate process be
14 even more important than the entertainment law
15 process?

16 A You'll have to explain that one.

17 Q Well, during the early years after
18 James Brown's death -- let's just use him as the
19 example -- could the proper determination of heirs
20 have been as important to termination rights
21 protection as anything else?

22 A Yeah. I think that would be an essential
23 early step.

24 Q So if Mrs. Pope was replaced in 2009,
25 would there be any reason to stop that process?

1 A No. I mean, I think -- I think anybody
2 who was trying to maximize the income for the trust
3 would have to get to a firm conclusion as to who
4 the people are who are entitled to exercise the
5 termination rights so that you can then decide on
6 the best strategy for dealing with that.

7 Q And so if on August 10, 2008 the attorney
8 general agreed to stipulate that a claimed spouse
9 would be treated as a spouse, despite overwhelming
10 evidence to the contrary, would that be a wise
11 method of protecting the copyrights?

12 A Based just on what you've said, I would
13 say no.

14 I would acknowledge, I think you have to
15 look at all the circumstances in the case,
16 including, as I said, the personalities of the
17 people involved.

18 Q Okay.

19 A You know, if -- for example, if the
20 spouse were very supportive of the trust position
21 and wanted to give full effect to the desires of
22 Mr. Brown, in that circumstance, it might move the
23 trust to try to work something out quickly with
24 her. But I think it just depends on the whole
25 situation.

1 Q Well, that reminds me. Did the Smith and
2 Pope article suggest a mechanism called splitting
3 heirs?

4 A Yeah.

5 Q Can you explain how what you've just said
6 relates to the term "splitting heirs"?

7 A Well, because the -- a termination has to
8 be done by people who have a majority of the rights
9 to terminate.

10 If there are multiple heirs and the --
11 again, I'm not sure if I'm using the right word:
12 I'm not a probate lawyer. The legatee or devisee
13 or whoever -- the recipient under the will has the
14 opportunity to negotiate and try to get the best
15 deal it can for the trust. So if there are
16 multiple heirs, it's possible to split them up.
17 Some may be more cooperative, some may be less.
18 And if you can split them and get a majority and
19 work out a deal that's good for the trust, that's a
20 good strategy.

21 Q And -- back to the attorney general. If
22 on August 10, 2008 the attorney general stopped the
23 DNA testing process which had been in place since
24 shortly after James Brown's death, would that have
25 helped the protection of the "I Feel Good" Trust

1 termination rights?

2 A I don't see how it could. Again, I
3 think -- I think a good strategy for the trust is
4 to try to work out something with the music
5 publishers initially and, if possible, with the
6 heirs.

7 But whatever -- whatever is done, I don't
8 think you'd want to have it subject to a later
9 attack on the grounds that somebody who was part of
10 that didn't really have a termination right.

11 Q You were asked what you knew about
12 Mr. Buchanan and Ms. Pope's service, and I will
13 tell you: It was from November 2007 until May 26,
14 2009 that they served as personal representatives.

15 Have you heard of or were you aware of
16 something known as the Peeples' DNA protocol?

17 A Yes.

18 Q Did you understand that it had been begun
19 by the original -- counsel for the original
20 personal representatives and continued by
21 Mr. Buchanan and Ms. Pope?

22 A I don't know the details of it.

23 Q Okay. Did you understand that it had
24 been stopped on August 10, 2008 by the attorney
25 general?

1 A I understood that it was stopped.

2 Q Did you understand that when he did so,
3 he declared that five -- I'm sorry -- six claimed
4 children would be determined to be James Brown's
5 heirs?

6 A Yeah. I'm sorry. I don't really
7 remember the details.

8 Q Okay. You don't remember that it was
9 fewer than -- half or fewer than the potential
10 heirs?

11 A Yes. I knew it was not the whole group.

12 Q Okay. And did you know that at least
13 three of those were not presumed heirs even under
14 South Carolina law?

15 A I don't remember.

16 Q Okay. All right. Now, tell me just a
17 little bit about the Ray Charles case.

18 A It was a similar situation with a great
19 songwriter and recording artist. Ray Charles
20 bequeathed his -- I guess the residuary of his
21 estate to a foundation, a charitable foundation,
22 like Mr. Brown did here, and then the statutory
23 heirs under the termination provisions sent
24 termination notices to the publishing companies,
25 and the foundation brought a suit to declare those

1 termination notices ineffective.

2 District court held that the foundation
3 did not have standing to challenge the termination,
4 and the Ninth Circuit reversed and held that it did
5 have standing because of its interest in the
6 royalty stream.

7 Q And that case was begun in about 2012?

8 A That sounds right.

9 Q And approximately when was it concluded?

10 A I think the Ninth Circuit decision was in
11 2015.

12 Q Okay. Do you know what's happened since
13 2015?

14 A No. I did check the district court
15 docket on PACER, I don't know, a month or two ago,
16 and I could not see anything that happened since
17 the remand.

18 Q Do you know who represented the heirs in
19 that matter?

20 A No.

21 Q I'm gonna hand you a document -- well,
22 before that, let me ask you this: I would like, if
23 we could, to mark your file as an exhibit, and then
24 if Mr. Williams and I can agree to a CD of the file
25 or something that would be smaller --

1 A That's fine.

2 Q -- may I do that?

3 A Sure.

4 Q We'll mark that, then, as Plaintiff's
5 Exhibit 1, your entire file.

6 - - -

7 (File marked Plaintiff's Exhibit
8 Number 1, for identification.)

9 - - -

10 MS. POPE: I'd like to hand you
11 Plaintiff's Exhibit 2.

12 - - -

13 (Value of Tomirae Federal Copyright Act
14 Termination Rights at Death of James Brown
15 marked Plaintiff's Exhibit Number 2, for
16 identification.)

17 - - -

18 BY MS. POPE:

19 Q I'm gonna give you a moment to look at
20 it, because I think we'll agree, you haven't seen
21 it before today; is that correct?

22 A That's correct.

23 Q If you'll take a moment to glance at it.
24 And I'll represent that it is my work.

25 A Okay.

1 Q When you're ready to chat about it, let
2 me know.

3 A Okay. I'm ready.

4 Q I have attempted in this document to
5 recreate the position of James Brown's estate and
6 trust as it was on November 20th, 2007.

7 If the -- and I have concluded that the
8 value of Tomi Rae's federal Copyright Act
9 termination rights at the death of James Brown was
10 negligible based on the facts that were available
11 between the period 2007 and May 26, 2009.

12 If these facts existed and there was fair
13 proof of them on the part of the estate and trust,
14 should they have taken advantage of those facts to
15 protect the copyrights?

16 A I think certainly, in this type of
17 situation, the trust should challenge -- what's
18 Tomi Rae's last name?

19 Q Hynie-Brown.

20 A I would certainly think the trust would
21 challenge her claim.

22 I don't know -- I don't claim to have any
23 expertise on how you decide if someone was a spouse
24 under state law. I know that the -- or it's my
25 understanding the Copyright Act doesn't speak to

1 that, but I certainly do think it would be
2 appropriate to challenge the claim.

3 Q And before one would settle with or try
4 to split Tomi Rae off from the other heirs to
5 protect the charity, would the estate and trust not
6 need to evaluate the strength of her claim as a
7 spouse?

8 A Say that again.

9 Q Okay. If the -- if the charity is
10 looking to protect itself before it makes a deal
11 with Tomi Rae, should it not evaluate the strength
12 of her ability to be demonstrated to be the spouse?

13 A Yes. Absolutely.

14 Q Okay. Now, even if Tomi Ray had been
15 determined absolutely to be the spouse on the date
16 of James Brown's death, would there still have been
17 impediments to her taking the royalties from the "I
18 Feel Good" Charity?

19 A Well, at the most basic level, she still
20 would have to get at least one of the other heirs
21 to join with her.

22 Q Okay.

23 A And then, as I've said, I think the Milne
24 and Steinbeck cases create a mechanism for someone
25 in the position of the trust to do a deal with the

1 music publishers to cut her off.

2 Q And isn't it fair to say that when
3 James Brown died, if his first famous work was in
4 1956, there were about six years for the estate and
5 trust to be planning to protect the "I Feel Good"
6 Charity?

7 A Yes, if the copyright was secured in
8 1956.

9 Q And, of course, anyone -- when the
10 majority of heirs seeks to make an election, a
11 majority is in fact needed; is that correct?

12 A Majority interest, right.

13 Q Or the spouse plus one.

14 A Right.

15 Q And only half of the heirs are needed to
16 stop an election; is that correct?

17 A If they have 50 percent, correct.

18 Q And there's certain technical and complex
19 election requirements, are there not?

20 A It's very complex.

21 Q And there must be at least a two-year
22 period when the election is made before the
23 termination can be effective; is that correct?

24 A That's right. The notice of termination
25 has to be served at least two years before the

1 effective date of termination.

2 Q And in the case of Tomi Rae, there might
3 have been, to challenge any attempt at termination,
4 a dozen or more children, the charity, and the
5 charity itself; would that be -- would that fairly
6 state the situation back in 2007?

7 A Yes.

8 Q Okay. And does everybody now kind of
9 understand that termination elections apply only to
10 American copyrights?

11 A Yes.

12 Q And James Brown, of course, had worldwide
13 copyrights?

14 A That's right.

15 Q And they do not apply to derivative
16 works?

17 A There's a derivative work exception for
18 derivative works made before the termination.

19 Q Okay.

20 A So if you make a derivative work on the
21 basis of an existing grant and then a termination
22 comes in, you can continue to exploit that
23 derivative work.

24 Q So if there's a derivative work of
25 James Brown and American copyright is terminated,

1 the foundation, his devisee, would continue to
2 enjoy the royalties from the derivative work unless
3 and until it was terminated?

4 A That's correct.

5 Q Okay. Now, is it fair to say -- I don't
6 want to spring too much on you -- but both
7 samplings and joint ownerships create further
8 complexity, do they not?

9 A Yes. That's true.

10 Q And is it fair to say that the
11 sampling -- a sampling could actually be a small
12 part of a subsequent copyright?

13 A Yes.

14 Q And so that that copyright might have a
15 35-year life of its own?

16 A Yes.

17 Q And in that case, in a sampling of a
18 James Brown work, the James Brown rift, let's say,
19 might be a small part of that work?

20 A Correct.

21 Q So if James Brown had, for example, 210
22 copyrights of which he had only a sampling part,
23 would the "I Feel Good" Charity likely be able to
24 have a major part in the termination rights of
25 those works?

1 A Yes.

2 Q And then -- but those works might be --
3 the termination rights issue could be delayed for
4 many years; is that fair to say?

5 A Yes.

6 Q Okay.

7 A Depending on when the work was created.

8 Q Thank you. I'm gonna ask you to take a
9 quick look at Plaintiff's --

10 MS. POPE: Just to be sure, the value of
11 the termination rights was Exhibit 3?

12 THE WITNESS: I think it was
13 Plaintiff's 2.

14 - - -

15 (Value of Levenson 5 Clients' Federal
16 Copyright Act Termination Rights at Death of
17 James Brown marked Plaintiff's Exhibit
18 Number 3 for identification.)

19 - - -

20 THE WITNESS: And before you move on,
21 too, another thing I would say that's
22 interesting, and another level of complexity
23 with music in particular, is that sound
24 recordings made before February of 1972 are
25 not covered by federal copyright. They would

1 be subject to common law-copyright. So they
2 are not subject to the termination rights.

3 BY MS. POPE:

4 Q Okay. Well, let's talk a minute about
5 sound recordings between '72 and '78.

6 If James Brown had a number of sound
7 recordings during that time, those sound recordings
8 are protected for 56 years, if he's properly
9 renewed them, is that correct?

10 A I think it's -- well, it would be the --
11 I think it would be the life of the author plus 70
12 years.

13 Q But -- but my question was -- I'm sorry.
14 I didn't say it correctly.

15 They would not be subject --

16 A Oh, to termination.

17 Q -- to termination --

18 A That's correct.

19 Q -- for more than 56 years.

20 And so it's fair to say that all the
21 works between -- of the sound recordings between
22 '72 and '78 could experience a 56-year life before
23 termination?

24 A That's correct.

25 Q And do you know whether '72 to '78 was a

1 period during which James Brown had an important
2 part in the musical genre?

3 A I can't say specifically, but I would
4 think that's true.

5 Q He actually did for decades, didn't he?

6 A Yes.

7 Q Now, just looking at Plaintiff's 3.
8 Again, this is my work, and it is my evaluation
9 that the termination rights of the five Levenson
10 clients who reached the deal with the attorney
11 general on August 10, 2008 had a value of less than
12 5 percent of the value of James Brown's copyrights
13 on that -- at that time, at James Brown's death.

14 And, again, my reasons that I have set
15 out, you have no specific knowledge about that?

16 A Correct.

17 Q But those reasons were certainly within
18 the purview of a probate lawyer, even if she wasn't
19 an entertainment lawyer; would that be fair to say?

20 A I would think that anybody who is a
21 trustee would want to consider these things.

22 Q Okay. And then again, even if all five
23 of the Levenson clients had been determined to be
24 heirs of James Brown, they would still face many of
25 the same impediments that Tomi Rae would face; is

1 that fair to say?

2 A In general terms?

3 Q Yes.

4 A Yes, as I've talked about.

5 Q And so they would have to meet the
6 election requirements.

7 A Right.

8 Q And have the two-year delay.

9 A Right.

10 Q Even if they were a majority.

11 A Correct.

12 Q And if they weren't a majority, of course
13 they would have to find somebody to work with.

14 A Correct.

15 Q Okay. Could I see your file for just a
16 moment, please? I'd like to just go through, if I
17 could, and see if I can summarize what's contained
18 in your file.

19 A Okay.

20 Q You've reviewed everything in your file;
21 is that correct?

22 A Pretty much.

23 Q Okay. And so you have the Initial
24 Designation of Experts and Disclosure of Opinions
25 of Adele Pope --

1 A Correct.

2 Q -- is that correct; in this case, what we
3 call Aiken 1337?

4 A Yes.

5 Q Did you read about the petition for
6 certiorari of Charles Carpenter?

7 A I read -- not the whole thing. I read
8 the petition itself. I didn't read all the
9 dependencies.

10 Q Find any defects in the petition or you
11 didn't read it for that?

12 A I didn't read it for that. I don't think
13 there were any defects in it.

14 Q Okay. Thank you. All right. And you
15 provided the defendants in this case a PDF copy of
16 most of what is now in this file?

17 A I think it's everything that's in the
18 file, plus a number of e-mails that I didn't print
19 out.

20 Q So if -- if Mr. Williams and I agree that
21 we would substitute the PDF that you provided for
22 Exhibit 1, we would have a fairly good copy of what
23 was in your file?

24 A Yes. There might be a few e-mails that
25 postdated the production of that disc that I've

1 printed out and stuck in there. I can't remember.

2 Q Okay. Now -- oh, in fact, the disc is in
3 here.

4 A Right -- well, no, no, no. That's one
5 you sent me.

6 Q Oh, I'm sorry.

7 A I think that was the oral argument.

8 Q Oh, that's the oral argument in Wilson
9 versus Dallas, and you listened to that?

10 A I did not listen to that. I'm sorry.

11 Q That's okay. Now, you did, however, read
12 Charles Carpenter's petition for certiorari and
13 the exhibits?

14 A I didn't read all the dependencies.

15 Q Okay. But you read --

16 A I read the petition itself.

17 Q And you read Mr. Smith and Ms. Pope's
18 article?

19 A Yes.

20 Q That was part of the petition.

21 A I --

22 Q You don't recall?

23 A I don't recall.

24 Q Okay. Good.

25 A But I had another copy of the article.

STATE OF SOUTH CAROLINA * IN THE COURT OF COMMON PLEAS
*
COUNTY OF AIKEN *
*
ADELE J. POPE * CASE NO. 2013-CP-02-1337
*
Plaintiff, *
*
-vs- *
*
ESTATE OF JAMES BROWN *
and THE JAMES BROWN 2000 *
IRREVOCABLE TRUST, *
*
Defendants.. *
*

THE DEPOSITION OF
WALTER F. WILLIAMS
January 26, 2017

JILL C. SCHEIB, CERTIFIED COURT REPORTER
447 Mauldeth Road
Chattanooga, Tennessee 37415
(423) 544-7886
jillscheib@epbfi.com

1 WALTER F. WILLIAMS, Examination by Ms. Pope
2 called at the instance of the Plaintiff,
3 having been first duly sworn, was examined and testified
4 as follows:

5 DIRECT EXAMINATION

6 BY MS. POPE:

7 Q. Judge Williams, we've spoken prior to this
8 deposition, and you are an attorney, is that correct?

9 A. Yes.

10 Q. And you've advised me that you do not need any
11 explanation about the deposition process.

12 A. No.

13 Q. Okay. And we were going to speak briefly
14 about your health issues; if you will just describe what
15 they are.

16 A. On December the 25th, 2014 I suffered a
17 stroke, and so I retired from the firm, and I just do
18 nothing except I do once a quarter handle the demolition
19 court for the City of Chattanooga. The mayor has told me
20 that he wanted me part-time to handle -- be a hearing
21 officer for the city in demolition cases. And I have
22 agreed to do that, and have applied to the supreme court
23 to have my license reinstated. I don't think I can do
24 anything full-time, but I can certainly do part-time
25 work. But other than that, I just volunteer my services

Jill C. Scheib, LCR

1 to the community.

2 Q. Okay. Now, we also discussed that your speech
3 is somewhat slow, but do you feel that you've been at all
4 mentally impaired by your stroke?

5 A. Don't think I've been impaired mentally. I
6 just speak slowly.

7 Q. Okay.

8 A. But other than that, I've not been impaired.
9 I walk slowly, but I can walk.

10 Q. Good. And you walked here.

11 A. Yes.

12 Q. Good. Thank you. Now, Judge, if you'll tell
13 me just a little bit about your history, both your
14 professional history and your history of involvement in
15 the community.

16 A. Well, I finished high school here in 1970,
17 went to Morehouse College in Atlanta. Finished there in
18 '74 and went to Howard University School of Law and
19 finished in '77. I practiced for the Internal Revenue
20 Service for three years, until 1980, when I returned to
21 Chattanooga to start a law practice with Judge John
22 McClarty. He's on the court of appeals now. But at that
23 time he and I started a partnership, and remained
24 together till '91 when I was elected to the City Court
25 bench in 1991. And I remained there until 2003 when I

Jill C. Scheib, LCR

1 because he knew that James Brown would be the issue --

2 Q. Uh-huh.

3 A. -- so he didn't invite Brown. So Brown
4 decided to show up, and he had a full-length mink coat on
5 with his gun. Judge Bradley took the guns from him, let
6 James stay about five or ten minutes, and then ushered
7 him home.

8 Q. Good. Okay.

9 A. I met him three or four times, but mostly
10 social.

11 Q. Uh-huh. Other than that one conversation --

12 A. Yeah.

13 Q. -- here in Chattanooga?

14 A. Yeah.

15 Q. Did you know he had a reputation for an
16 interest in education?

17 A. Yeah, I knew that.

18 Q. Right.

19 A. He told me that.

20 Q. Uh-huh. Good.

21 A. And he liked to philosophy a lot. But he
22 didn't have any formal education, but he believed in
23 people receiving an education, although he did not have
24 one.

25 Q. Uh-huh. Okay. So then when Mr. Brown died on

1 Q. Oh, good. Good. All right. Now, I want to
2 show you what we've looked at before today, and we'll
3 mark that as Plaintiff's Exhibit 1.

4 (Whereupon, Plaintiff's Exhibit Number 1 was marked.)

5 Q. And this is an article from March 1, 2007.
6 And if you'll just publish the title of the article in
7 the Chattanooga.

8 A. Yes.

9 Q. Right. Is that big enough to read, Judge?

10 A. Walter Williams to Help Distribute James Brown
11 Fortune.

12 Q. All right. And then it says: Named to
13 Panel --

14 A. To Oversee Soul Singer's Educational Fund.

15 Q. Okay. And do you recall -- you've read this
16 article before today.

17 A. Yes.

18 Q. Okay. And I'm interested in a few things.
19 One is the very first sentence. It says: Former
20 Chattanooga City Judge Walter Williams has been named to
21 a board to decide how to distribute over \$100 million
22 from the estate of soul singer James Brown. Do you know
23 how The Chattanooga came up with that figure or that
24 statement?

25 A. I mentioned it to John Wilson, who is the

Jill C. Scheib, LCR

1 signing documents, but it wasn't -- I didn't speak to her
2 that often, I would say four or five times, about the
3 status of the case, that's about it.

4 Q. Okay. And when you say status of the case,
5 are you referring to the lawsuits challenging the will
6 and trust?

7 A. Yeah. I know that it had gone to the Georgia
8 Supreme Court and it had gone to the South Carolina
9 Supreme Court, and I was just curious as to what was
10 going on. But I haven't spoken to Mrs. Pope in some
11 time. That's the reason I thought the matter was
12 resolved. But apparently not.

13 Q. Yes, sir. Can you tell the -- well, strike
14 that. Judge, can you tell the jury how many estates you
15 have valued in your life?

16 A. Oh, thousands of them.

17 Q. Okay.

18 A. I used to have a pretty good practice of
19 estate administration here in Chattanooga. I suspect
20 that 85 percent of all of the estates of
21 African-Americans in Chattanooga I handled.

22 Q. Okay.

23 A. So I have extensive experience in valuing
24 estates.

25 Q. Okay. Can you tell the jury how often those

1	STATE OF SOUTH CAROLINA	COURT OF COMMON PLEAS
2	COUNTY OF AIKEN	C/A. No. 2013-CP-02-1337
3	Adele J. Pope,	)
4	Plaintiff,	)
5	vs.	)
6	Estate of James Brown and	)
7	The James Brown 2000	)
8	Irrevocable Trust,	)
	Defendant.	)

9

10 DEPOSITION OF

11 KENNETH B. WINGATE, ESQ.

12 *****

13 Monday, March 6, 2017

14 2:08 p.m. - 3:51 p.m.

15

16 The deposition of KENNETH B. WINGATE,

17 ESQ., was taken on behalf of the Plaintiff

18 at the law offices of Gertz & Moore, LLP,

19 1416 Laurel Street, Columbia, South

20 Carolina, on the 6th day of March, 2017

21 before Cassandra E. Vance, Court Reporter

22 and Notary Public in and for the State of

23 South Carolina, pursuant to Notice of

24 Deposition.

25

1 MS. POPE: Oh, I'm sorry. Okay.

2 MR. HOWSER: That's why.

3 MS. POPE: Okay. That's fine. All
4 right. Thank you.

5 KENNETH B. WINGATE, ESQ., having been duly sworn,
6 deposes and testifies as follows:

7 DIRECT EXAMINATION

8 BY MS. POPE:

9 Q. All right. Now, Ken, I'm Adele Pope and I'm
10 the Pro Se Plaintiff in Aiken County Case
11 2013-CP-02-1337. If you don't mind, I'll refer
12 to that case in today's deposition as Aiken 1337.

13 A. Sure.

14 Q. Do you need me to explain the deposition
15 procedure to you?

16 A. No.

17 Q. Okay. Would you like to read and sign your
18 deposition?

19 A. Yes.

20 Q. Okay. Thank you. And, Ken, in order to
21 save us time, I have marked my first five
22 exhibits and I'm going to identify them for us.
23 And if I've said anything incorrectly, if you'll
24 correct me, and then I'll give you an opportunity
25 to talk to your lawyer about them, if you wish.

1 (Plaintiff's Exhibit No. 1, as previously
2 marked, was presented for identification.)

3 The first is the Order of Acting Circuit
4 Judge Jean Toal dated March 1, 2017, related to
5 this deposition; is that correct?

6 A. Are you asking me if that's what that is?

7 Q. Yes.

8 A. Jean Toal, March 1; it looks like 2017, yes.

9 Q. Okay. And you're familiar with the Order?

10 A. Yes, I am.

11 (Plaintiff's Exhibit No. 2, as previously
12 marked, was presented for identification.)

13 Q. Okay. And now Plaintiff's 2 you will not be
14 familiar with because it is a list of questions
15 that I intend to ask you today and -- and -- but
16 I want -- if you'd like to have an opportunity to
17 discuss them with your lawyer so we could move
18 faster along in the deposition, I'll be glad for
19 us to after we identify those documents.

20 (Plaintiff's Exhibit No. 3, as previously
21 marked, was presented for identification.)

22 Then Plaintiff's 3 is the Summons of what is
23 now Aiken -- I'm sorry -- what is now Richland
24 County Case 2010-CP-40-4900, that I will refer to
25 today as the Wingate Suit, but some people refer

1 to as Richland 4900. Is that -- is Plaintiff's 3
2 the caption to the Summons of that case?

3 A. I don't know. It doesn't have that civil
4 action number on it.

5 Q. Okay. Can you tell me if you know why it's
6 not that civil action number?

7 A. No, I have no idea.

8 Q. Did you file --

9 A. This says 2010-GC-4000073 and I don't know
10 what that is.

11 Q. Okay. Was the Wingate Suit filed in Probate
12 Court?

13 A. I don't recall.

14 Q. Okay. Can you look at Plaintiff's 3 and see
15 if the Plaintiff and the Defendants as named
16 therein are the original Plaintiffs and
17 Defendants in the Wingate Suit?

18 A. I don't recall.

19 Q. You don't recall who the Plaintiffs and
20 Defendants in the Wingate Suit were?

21 A. You would have to show me, Adele, the
22 Summons including its entirety in the 4900 case
23 to compare to this Document 3 that you've shown
24 me. It appears to relate to some of the same
25 parties, but without the 4900 caption, I do not

1 A. To my knowledge, yes.

2 Q. Is Larry Brown your client?

3 A. To my knowledge, yes.

4 Q. Is Terry Brown your client?

5 A. To my knowledge, yes.

6 Q. Is Alan Wilson, in his capacity as Attorney
7 General of the State of South Carolina, your
8 client?

9 A. Yes.

10 Q. Is Tommie Rae Brown, individually and on
11 behalf of her minor child, your client?

12 A. Yes.

13 Q. Is Daryl J. Brown your client?

14 A. I'm going to give the same answer, again,
15 Adele, to the best of my knowledge, yes, yes,
16 yes, yes, yes.

17 Q. Is Janice Vanisha Brown your client?

18 A. Yes, to the best of my knowledge.

19 Q. Do you know whether she's a minor or an
20 adult?

21 A. I do not know.

22 Q. Is Lindsey Delores Brown your client?

23 A. To my knowledge, yes.

24 Q. Is Deanna J. Brown Thomas your client?

25 A. To the best of my knowledge, yes.

1 Q. Is Jason Brown-Lewis your client?

2 A. To the best of my knowledge, yes.

3 Q. Is Yamma N. Brown, individually and on
4 behalf of her minor children, Sydney Lumar and
5 Carrington Lumar, your client?

6 A. To the best of my knowledge, yes.

7 Q. Is Tonya Brown your client?

8 A. To the best of my knowledge, yes.

9 Q. And Venisha Brown?

10 A. Same answer.

11 Q. Is Larry Brown your client?

12 A. Same answer.

13 Q. Is Terry Brown your client?

14 A. Same answer.

15 Q. Has there been any change in your clients
16 since the commencement of this Wingate Suit on
17 May 19th, 2010?

18 A. To my knowledge, no.

19 Q. Was there a change of Attorneys General?

20 A. Yes. Henry McMaster was the Attorney
21 General. Alan Wilson is now the Attorney
22 General.

23 Q. Do you believe that Henry McMaster
24 authorized you to bring the Wingate Suit?

25 A. Yes, I know that he did.

1 Q. Okay. Would those have been with Mary
2 Francis and Sonny or Sonny or Sonny and Alan or
3 do you recall?

4 A. I can't recall those details.

5 Q. Okay. Do you recall whether you had the
6 complaint drafted when you had the meeting, which
7 you've just described with the Attorney General,
8 your first meeting?

9 A. I do not recall.

10 Q. Okay. Do you recall showing him the
11 complaint?

12 A. I do not recall that.

13 Q. Okay. Now, there was a second meeting. Was
14 the second meeting closer to the time of the
15 filing of the complaint?

16 A. They were in close proximity to one another,
17 so I don't recall the specific date, time, place.
18 There were conversations and meetings going on.

19 Q. Okay. Did you have any conversation with
20 Henry McMaster other than the two meetings you've
21 described?

22 A. Not that I recall. Most of my communication
23 at that point in time was with the Deputy
24 Attorney General, Sonny Jones, and with Mary
25 Francis Jowers.

1 Q. Okay.

2 A. Most of the communication.

3 Q. And did Sonny and Mary Francis approve the
4 complaint?

5 A. I don't know what you mean by "approve."
6 They were involved in the drafting of the
7 complaint.

8 Q. Sonny and Mary Francis were?

9 A. Yes.

10 Q. Was Alan Medlin involved in the drafting of
11 the complaint?

12 A. As I recall, he was.

13 Q. Okay. Do you recall who was concerned about
14 the one-year statute of limitations?

15 A. No, I do not.

16 Q. Okay. Do you recall any issues related to
17 the statute of limitations?

18 A. I do.

19 Q. Okay. Tell me what you recall, please.

20 A. Just that --

21 MR. NEWSOME: I'm going to object real
22 quick to the extent that you're seeking any
23 information that is protected by the
24 attorney/client privilege.

25 There's been a common interest

1 MR. HOWSER: Wait a minute. You
2 misstated.

3 MS. POPE: I'm sorry. Thank you.

4 MR. HOWSER: You used --

5 MS. POPE: I'll restate it. Thank you.

6 MR. HOWSER: You used his name twice.

7 MS. POPE: I -- thank you.

8 BY MS. POPE:

9 **Q. Did you at first draft a contract for Henry**
10 **McMaster to sign as Attorney General and he did**
11 **not sign it?**

12 A. No, I did not draft such a document.

13 **Q. Did you at first propose that Henry**
14 **McMaster, as Attorney General, would be a**
15 **signatory on the contract with your firm?**

16 A. I did not propose that.

17 **Q. Do you know if anyone else did?**

18 A. No, I do not know if anyone else did.

19 **Q. Okay. Do you know whether or not that**
20 **proposal was rejected?**

21 A. No, I do not know.

22 **Q. Okay. All right. Do you have a joint -- an**
23 **attorney/client relationship or a joint defense**
24 **privilege with David Bell, Esquire?**

25 A. Those would be details that others in the

1 signature of Alan's.

2 **Q. He actually verified Attorney General**
3 **McMaster's interrogatory answers, didn't he?**

4 A. I don't know. I didn't handle that, I told
5 you.

6 **Q. So you -- you've seen his signature. You**
7 **don't know the circumstances; is that correct?**

8 A. Correct.

9 **Q. Okay. All right. Let me ask you about your**
10 **client, the James Brown Legacy Trust. Does it**
11 **exist?**

12 A. I'm not handling that part of the
13 litigation. I'm not going to parse with you the
14 kind of question you're angling toward. I have
15 no idea.

16 **Q. Mr. Wingate, I'm here to get your answers,**
17 **not to parse with you. Do you know whether the**
18 **Wingate -- whether the James Brown Legacy Trust**
19 **exists at this time?**

20 A. I'm not handling that part of the
21 litigation.

22 **Q. You're not responding to my answer (sic).**

23 MR. HOWSER: The answer is: He doesn't
24 know. Isn't that what you --

25 MS. POPE: Mr. Howser, this is ...

1 MR. HOWSER: Okay. Go ahead.

2 BY MS. POPE:

3 Q. Does the James -- to your knowledge, does
4 the James Brown Legacy Trust exist at this time?

5 A. I do not know.

6 Q. Okay. Do you know who the -- who the
7 principals of the James Brown Legacy Trust are?

8 A. Do not know.

9 Q. Do you know who the principals of the James
10 Brown Legacy Trust were when you brought the
11 Wingate Suit?

12 A. I do not know.

13 Q. Okay. Do you know whether Bob Buchanan and
14 Adele Pope ever owed any duty to the
15 Wingate -- to the James Brown Legacy Trust?

16 A. Again, those are things that I have not been
17 directly involved in, so my answer is: I do not
18 know.

19 Q. Did you have any change in the
20 attorney/client relationship with Daryl Brown
21 after Daryl Brown fired Louis Levenson?

22 A. I do not know.

23 Q. Did you allow three lawyers to sign the
24 Wingate litigation agreement on behalf of
25 approximately a dozen clients whom you had never

1 met?

2 A. I don't know what you're talking about.

3 Q. Do you know who signed the agreement to
4 engage your law firm to bring the Wingate
5 lawsuit?

6 A. Which agreement are you talking about?

7 Q. Your Wingate litigation fee agreement to
8 bring the Wingate Suit, which you filed on
9 May 19th of 2010. Do you know who filed the
10 contract with your law firm?

11 A. No, I do not know. Put a document in front
12 of me and we can talk about it.

13 Q. Today, you don't remember who signed that
14 agreement?

15 A. Put it in front of us and we'll talk about
16 it.

17 Q. Answer my question, please. Do you --

18 A. I said --

19 Q. -- recall today who signed that agreement?

20 A. I do not.

21 Q. Do you recall that more than a dozen of your
22 clients didn't sign the agreement?

23 A. I don't handle. I didn't handle. I haven't
24 handled. I don't know.

25 Q. We'll get to it in a minute. Do you know

1 A. Those who have appeared at the hearings that
2 you have seen.

3 Q. No, no, I --

4 A. Rett Kendall and Mark Gende.

5 Q. So, in your opinion, the -- the conduct of
6 the Wingate Suit has been the responsibility of
7 Rett Kendall and Mark Gende?

8 A. Yes.

9 Q. You do not accept responsibility for the
10 conduct of the Wingate Suit?

11 A. I don't know what you mean by accepting
12 responsibility. I'm telling you, Rett Kendall
13 and Mark Gende are the attorneys in our firm who
14 take care of the day-to-day handling of all
15 aspects of this case.

16 Q. I'm not interested in the day-to-day. I'm
17 interested in who authorized it, who has
18 continued it, who thinks they're representing the
19 Attorney General, who -- who keeps making motions
20 for Summary Judgment. I want to know who is
21 responsible for this suit. I think you know what
22 that means as a lawyer.

23 A. And I have answered the question.

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

1 limitations had passed as to many of the
2 allegations in the complaint?

3 A. I think we're here today to talk about the
4 authorization to proceed with the lawsuit. I'm
5 not going to go into what did we think about and
6 how did we analyze all of the issues.

7 Q. Do you refuse to answer my question?

8 A. Repeat it.

9 Q. Were you aware that the statute of
10 limitations had passed as to many of the
11 allegations you made in your complaint?

12 A. I do not --

13 MR. NEWSOME: Object to the form.

14 A. I do not intend to answer that question.
15 That does not relate to the authorization to
16 proceed with this lawsuit.

17 Q. You refuse to answer that question?

18 A. Yes, I do.

19 Q. Okay. I'll expect you to file a motion.

20 (Pleading's Exhibit No. 5, as previously
21 marked, was presented for identification.)

22 Hand you Wingate 5 and ask you if you've
23 seen that before.

24 A. No, I've never seen this before.

25 Q. Were you aware prior to the commencement of

1 Q. Do you recall that one of the allegations of
2 the complaint was that Bob Buchanan and Adele
3 Pope should have accepted a
4 hundred-million-dollar offer made for James
5 Brown's assets in 2007?

6 A. Put the complaint in front of me and we'll
7 be glad to look at it paragraph by paragraph.

8 Q. Do you refuse to answer?

9 A. I'm saying I don't recall those details.
10 That's a lengthy document. --

11 Q. Do you think --

12 A. -- from six years ago.

13 Q. It's a lengthy document in a pending
14 lawsuit, isn't it, Mr. Wingate?

15 A. I've already answered your question.

16 Q. Have you made any effort to determine
17 whether the allegation that Bob Buchanan and
18 Adele Pope should have accepted a
19 hundred-million-dollar offer was correct or
20 appropriate?

21 MR. HOWSER: I object and instruct him
22 not to answer; that goes beyond the Order of
23 Justice -- of Judge Toal.

24 MR. NEWSOME: Same objection.

25 BY MS. POPE:

1 MR. HOWSER: Object --

2 MR. NEWSOME: -- to the form.

3 MR. HOWSER: So do I.

4 A. Again, put the complaint in front of me and
5 if it's within the scope of this deposition,
6 we'll talk about it.

7 **Q. Do you refuse to answer without the**
8 **complaint?**

9 A. Yes. I'm not going to let you just put
10 words in my mouth. If you've got a document,
11 let's -- put it in front of me and we'll talk
12 about it.

13 **Q. Were you aware at the time that this**
14 **complaint was being prepared that Alan Medlin was**
15 **proposing a devaluation of James Brown's assets?**

16 MR. NEWSOME: Object to the form.

17 A. I don't know what you're talking about.

18 **Q. Okay. All right. Let's look at Wingate 6.**
19 **Do you recognize that form?**

20 A. I recognize this as to the form being one
21 portion of a federal estate tax return, a Form
22 706.

23 **Q. In what estate?**

24 A. What this document says -- and I did not
25 prepare this document -- it says "Estate of James

1 Brown."

2 Q. All right. Okay. But you don't know any
3 more than that?

4 A. I -- correct. I do not know more than that.

5 Q. All right.

6 A. I did not generate this document.

7 (Plaintiff's Exhibit No. 7 was marked for
8 identification purposes.)

9 Q. Let's look at Wingate 7. Do you know
10 anything about Wingate 7?

11 A. Do not.

12 Q. Okay. Do you know what it is?

13 A. No, I do not.

14 Q. Okay. Do you know anything about the Hynie
15 notes, sometimes called the "Hynie diary"?

16 A. No, I do not.

17 Q. Do you know who Alan Wingate -- I'm sorry.
18 Do you know who Alan Medlin represented when this
19 lawsuit was filed?

20 A. My understanding is that he represented
21 Tommie Rae Hynie.

22 Q. Do you know who he represents today?

23 A. I do not.

24 Q. Do you know what the position of the Estate
25 speaking through Bob Buchanan and Adele Pope was

1 MR. HOWSER: And object to the
2 statement.

3 MR. NEWSOME: -- also beyond the scope
4 of this deposition.

5 BY MS. POPE:

6 Q. But you're not aware?

7 A. I don't know.

8 Q. Okay. Do you know anything about the
9 marital status of Tommie Rae Hynie and James
10 Brown?

11 A. I do not.

12 Q. Do you think that was an important inquiry
13 before you took her on as a client, along with
14 those who have said she's not the wife?

15 MR. HOWSER: I object to the question.

16 MR. NEWSOME: Same objection.

17 A. As it relates to the authorization to
18 proceed with this suit, I was contacted by the
19 Plaintiffs group, which included her counsel,
20 asking us to undertake the lawsuit against Adele
21 Pope and Bob Buchanan.

22 Q. Okay. And you -- you made no -- well, you
23 made no inquiry into the conflict issues related
24 to that?

25 A. I am not going to answer what inquiries I

1 made into those things.

2 Q. Okay. Well, didn't you, in fact, tell the
3 Court at some point before 2013 that if you could
4 not represent the Attorney General, you could not
5 represent anyone?

6 A. I don't know --

7 MR. NEWSOME: Object to the form.

8 A. -- what you're referring to.

9 Q. Did you -- did you make -- not make such a
10 representation to the Court?

11 A. Not that I'm aware of.

12 Q. Do you know whether --

13 A. I don't know what --

14 Q. -- your firm did?

15 A. -- you're referring to. I do not know.

16 Q. You don't know what representations your
17 firm made to the Court about its potential
18 conflicts?

19 A. If you've got a document, put it in front of
20 me and I'll be glad to answer questions or try
21 to.

22 Q. Okay. Well, I want to know what you know.
23 Today, I want to know what you know.

24 A. I've already answered the question.

25 (Plaintiff's Exhibit No. 8 was marked for

1 identification purposes.)

2 Q. All right. Let's look at -- let me get you
3 another one, Wingate 8.

4 A. That's No. 8, if that's what you're --

5 Q. Yes, uh-huh (affirmative response). Yeah, I
6 was just looking for copies. Thank you.

7 A. (Reading.) Do you have a better copy?

8 Q. I'm sorry, I don't. If I can help you with
9 the words, I'll be glad to.

10 A. I've scanned over it. I don't know what the
11 question is.

12 THE WITNESS: Have you got a copy of
13 it, Bill?

14 MR. NEWSOME: I do not.

15 MS. POPE: Just one second. I'm sorry.

16 (Tendering.)

17 MR. HOWSER: Thank you.

18 BY MS. POPE:

19 Q. Do you know anything about the subject of
20 Exhibit 8 which --

21 A. I do not.

22 Q. All right. I'm just going to make a little
23 bit of a record here. This is an email from
24 Sonny Jones to Bob Buchanan dated December 6,
25 2007, regarding a hundred-million-dollar plus

1 **five percent of the gross profits offer to**
2 **purchase James Brown's assets. Do you know**
3 **anything about that?**

4 A. This is two or three years prior to my
5 having any involvement. No, I know nothing about
6 this.

7 **Q. Right. Do you know anything about the**
8 **October 18th letter that is referred to in --**

9 A. I do not.

10 **Q. -- in Mrs. Pope's handwriting? You do not.**

11 **Do you think that might have been important**
12 **to determine whether this case that you brought**
13 **would be barred by the statute of limitations?**

14 MR. HOWSER: Object to the form.

15 MR. NEWSOME: Same objection.

16 A. And I'm not going to answer questions about
17 what was considered or what was reviewed. This
18 is a deposition about the authorization to
19 proceed with the litigation.

20 (Pleading's Exhibit No. 9 was marked for
21 identification purposes.)

22 **Q. Let's look at Wingate No. 9.**

23 A. Okay.

24 **Q. Wingate No. 9 being a letter from Henry**
25 **McMaster to Adele Pope and Bob Buchanan dated**

1 BY MS. POPE:

2 Q. Okay. And Wingate 10 is a portion of a
3 transcript of record in the Wingate Suit,
4 August 30th, 2010. If you'll just glance at that
5 a minute.

6 A. I think you just said to me that this is a
7 portion of a transcript?

8 Q. It is.

9 A. Okay. I've glanced at it. I haven't read
10 it.

11 Q. Okay. Well, take the time you need, please.

12 A. (Reading.) Still reading. Just give me
13 another moment.

14 Q. Sure.

15 A. (Reading.) Okay. I've read it.

16 Q. Okay. Does this refresh your recollection
17 about your participation in the Wingate Suit?

18 A. No, it does not, really. I do remember that
19 I appeared at several hearings at different times
20 with either Rett Kendall, my partner, or Mark
21 Gende, and that there would be occasions, as
22 appears in this partial transcript that you've
23 given me, where I'm indicating to the Court that
24 we represent, among others in the court that day,
25 Sonny Jones, an attorney with the South Carolina

1 that says 7 in the ...

2 A. (Reading.) Okay. I've looked at the
3 partial transcript you've given me.

4 **Q. Is it fair to say that you were responsible**
5 **for arguing to the Court that Judge Early should**
6 **not be responsible for this case, that it should**
7 **remain in Richland County?**

8 A. The portion of the transcript that you've
9 given me from the August 30, 2010 hearing does
10 describe or discuss the question of venue.

11 **Q. Okay. And you were responsible for the**
12 **argument that you were making to the Court that**
13 **day, were you not?**

14 A. I was the person addressing the Court.
15 There are questions or statements by the Court,
16 which means Judge Manning, and there are
17 questions, arguments, what have you, made by me
18 according to this partial transcript. And there
19 were a lot of other people at the hearing that
20 day, too.

21 **Q. Who do you recall?**

22 A. Well, I've just -- reading the partial
23 transcript that you've given me, Adele, it says
24 that I'm introducing to the Court a group of my
25 clients, which included Sonny Jones of the South

1 Carolina Attorney General's Office -- which is
2 why he was sitting behind the -- not at counsel
3 table, but in the back of the courtroom -- along
4 with some of the others that are referenced here.

5 **Q. Does anything in there refresh your**
6 **recollection about your responsibility for the**
7 **case?**

8 A. We can play this game all day long, Adele.
9 You keep trying to put the word "responsibility"
10 in my mouth. I was one of the attorneys of
11 record representing the Plaintiffs who sued you.

12 (Plaintiff's Exhibit No. 12 was marked for
13 identification purposes.)

14 **Q. All right. Let's look at --**

15 A. With the direct and specific authorization
16 of the South Carolina Attorney General, who was
17 our client and remains our client.

18 **Q. Let's look at Wingate 13, is it?**

19 A. 12.

20 **Q. 12. Thank you. Let's look at Wingate 12.**
21 **Is that your -- the Wingate Litigation Retention**
22 **Agreement?**

23 A. I will say that I think that this is it.
24 You'll notice, at least according to the copy I'm
25 looking at, that it's signed on behalf of our

1 Estate of James Brown by -- that looks like
2 Russell Bauknight's signature as PR, and the
3 James Brown 2000 Irrevocable Trust. Again, it
4 looks like it's signed by Russell Bauknight, as
5 Trustee, and the James Brown Legacy Trust, again,
6 looks like it's signed by Russell Bauknight, as
7 its Trustee.

8 **Q. Did any of approximately a dozen of your**
9 **clients sign the Wingate agreement?**

10 A. The agreement is the package that it appears
11 you've put together here. It's got various parts
12 and components.

13 There's the initial three pages. There's
14 the attachment, which is called Exhibit A.
15 There's the letter of Attorney General Henry
16 McMaster. And then there are separate
17 confirmations, approvals, and acknowledgments all
18 attached.

19 **Q. Well, what is -- what is the Wingate**
20 **contract, Mr. Wingate?**

21 A. This packet.

22 **Q. Okay. So the entire packet is the Wingate**
23 **contract?**

24 A. The Agreement for Legal Services is the
25 first three pages and it incorporates, I believe

1 handling and has handled things such as this
2 agreement.

3 **Q. I understand.**

4 A. And, no, I am -- I do not know all the
5 details of what all is in this packet that you're
6 calling Exhibit 12.

7 **Q. Well, I want you to take all the time you**
8 **need because this is what we're here about,**
9 **Mr. Wingate. I want to know everything you knew**
10 **and know. So all the time it takes you to**
11 **refresh your memory, please do --**

12 A. And I've just answered the question.

13 **Q. Well, I'm not through. So I want -- I want**
14 **you to take all the time to refresh your memory**
15 **about anything you can refresh your about,**
16 **because I have some questions about the contract.**

17 A. I've already answered you that I'm not the
18 one who negotiated, so there's not a memory to be
19 refreshed. I don't understand why you have a
20 hard time understanding that answer.

21 **Q. Okay. So you never understood the contract?**

22 A. It's not what I said. I said I did not
23 negotiate the contract.

24 **Q. Well, Mr. Wingate, I didn't actually get a**
25 **"yes" or "no" answer from you about that. You're**

1 **often bound by a contract that you don't**
2 **negotiate, aren't -- aren't you?**

3 MR. HOWSER: Object to the form.

4 MR. NEWSOME: Same objection.

5 A. The scope of this deposition is: Was this
6 law firm authorized to sue you? And I'm telling
7 you that I'm not the attorney within the firm who
8 dealt with these matters. I have no firsthand
9 knowledge to be refreshed.

10 **Q. Do you know whether this is the Wingate**
11 **firm's contract with the Plaintiffs in the**
12 **Wingate lawsuit? Do you know that, "yes" or**
13 **"no"? And then any explanation you want to give.**

14 A. I have already told you, I'm not the one who
15 negotiated all those details. I do not know.

16 **Q. You do not know whether this is the**
17 **contract?**

18 A. It's what I just said.

19 **Q. Okay. Do you know from looking at this or**
20 **from any other source which of the Wingate Suit**
21 **clients filed -- executed the contract with the**
22 **Wingate firm?**

23 A. I didn't handle those. No, I do not know.

24 **Q. You do not know. Do you know whether the**
25 **Attorney General of South Carolina understood**

1 for identification purposes.)

2 BY MS. POPE:

3 **Q. Plaintiff's 13.**

4 A. (Reading.) Okay.

5 **Q. If you'll just take a moment to see if you**
6 **can familiarize yourself with Wingate 13.**

7 A. I'm not familiar with this document.

8 **Q. Okay. Well, if you can familiarize yourself**
9 **with the facts surrounding the document.**

10 A. Are you saying you want me to read the
11 document?

12 **Q. Yeah, please.**

13 A. It's nine pages long.

14 MR. HOWSER: Take your time.

15 A. (Reading.) I glanced over it.

16 **Q. Do you know when Alan Medlin and Sonny Jones**
17 **and others began telling the Appellate Courts**
18 **that James Brown's music empire was worth only**
19 **\$4.7 million when he died?**

20 A. I have no --

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

23 A. I have no knowledge of that.

24 **Q. Okay. Do you think it would have been**
25 **important to know when you were suing Bob**

1 A. That has nothing to do with the
2 authorization to proceed with the lawsuit.

3 Q. I understand that, but that's not my
4 question, Mr. Wingate. Do you recall anything
5 about Bob Buchanan's and Adele Pope's seeking an
6 early answer from the Appellate Court about the
7 legality of the Wingate lawsuit?

8 A. I don't know what you're talking about.
9 (Plaintiff's Exhibit No. 15 was marked for
10 identification purposes.)

11 THE WITNESS: What was that? Is that
12 just some loose, extra copy of something?

13 BY MS. POPE:

14 Q. Before you look at the document, let me ask
15 you this. Do you remember ever the opportunity
16 for the Attorney General to be dismissed as a
17 party to the Wingate Suit?

18 A. I'm sorry, ask the question again.

19 Q. Yeah. Do you remember Adele Pope ever
20 giving the Attorney General an opportunity to be
21 dismissed as a party to the Wingate Suit?

22 A. I don't know what you're referring to.

23 Q. Okay. Now, take a look at Wingate --

24 A. 15?

25 Q. -- 15, please, and tell me if you know

1 Q. Thank you.

2 A. I have no knowledge of this document.

3 Q. Thank you. That helps. Okay.

4 (Plaintiff's Exhibit No. 16 was marked for
5 identification purposes.)

6 A. (Perusing.)

7 Q. And I'm sorry, I did not mark Wingate 16
8 along with Wingate 13, but I'm going to ask you
9 to just glance at Wingate 16 and Wingate 13
10 together --

11 A. Yes.

12 Q. -- and see if you have any knowledge,
13 memory, recollection of anything related to the
14 Motion to Supplement the Record filed in May of
15 2011.

16 A. No, I do not. And, again, would note that
17 these are -- Exhibit 16 is a selection of pages,
18 it appears, out of some document; page one of 15,
19 page four of 15 --

20 Q. Right.

21 A. -- page nine of 15, et cetera. But there's
22 nothing of the few pages that are included in
23 this exhibit that I recognize at all.

24 Q. Okay. Are you -- are you just generally
25 unfamiliar with the claim by all of the Wingate

1 **Suit Plaintiffs to the Supreme Court in 2011 that**
2 **James Brown's assets were worth less than**
3 **\$7 million and his music empire worth less than**
4 **\$5 million?**

5 A. I'm not familiar with those things.

6 **Q. Okay. And if you were suing someone for not**
7 **accepting a hundred-million-dollar offer, would**
8 **you have wanted to be familiar with those things?**

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

11 MR. NEWSOME: Same objection. Also
12 beyond the scope of the deposition.

13 A. I was going to say, this is -- we're here
14 today to talk about the authorization to sue you
15 and all the nuances of what was done later and
16 who did what and who said what, et cetera, no, I
17 do not know.

18 **Q. I don't know whether I got an answer for**
19 **that.**

20 MS. POPE: Could you reread it?

21 THE COURT REPORTER: Which part?

22 MS. POPE: The question.

23 THE COURT REPORTER: "And if you were
24 suing someone for not accepting a
25 hundred-million-dollar offer, would you have

1 wanted to be familiar with those things?"

2 MR. NEWSOME: Same objection.

3 MR. HOWSER: Same objection.

4 A. And my answer is: This is about the
5 authorization to proceed in the suit.

6 **Q. So you refuse to answer?**

7 A. I was authorized to proceed in filing a suit
8 against you and I'm not going to discuss the
9 nuances of different facts and who handled what
10 and who knew what when and how you can interpret
11 those things. That's not within the scope of
12 this; that's priveleged information.

13 **Q. So you have refused to answer, so I will**
14 **expect you to file a motion.**

15 (Plaintiff's Exhibit No. 17 was marked for
16 identification purposes.)

17 **Q. Are you familiar with what has generally**
18 **been called "dirty tricks" in which David Bell**
19 **has engaged over the course of the James Brown**
20 **litigation?**

21 A. I've never heard that phrase "dirty tricks."

22 **Q. Are you familiar with anything inappropriate**
23 **alleged by anyone that David Bell has done during**
24 **the course of the James Brown litigation?**

25 A. I have no idea what you're talking about.

1 Q. Do you know who David Bell is?

2 A. He's an attorney.

3 Q. Okay. Is he one of the signatories to the
4 Wingate contract?

5 A. I don't know.

6 Q. Well, let's look and see.

7 A. Show it to me.

8 Q. You have it.

9 A. (Tendering.) You have it.

10 Q. We're looking at Plaintiff's 12.

11 A. (Reading.) And the question is?

12 Q. Is David Bell a signatory to the Wingate
13 contract, Plaintiff Wingate 12?

14 A. In Exhibit 12, the third page from the end
15 is a document signed by David Bell that is tiled
16 "Confirmation Approval and Acknowledgment."

17 Q. Did you consider that to be part of the
18 contract?

19 A. I've already answered the question
20 previously, that Rett Kendall and my firm was the
21 person dealing with these matters, these
22 attorneys, and this document. I do not know.

23 Q. You do not know whether David Bell's
24 signature was part of the contract?

25 A. I've already told you that the third from

1 the last page of Exhibit 12 is a document signed
2 by David Bell -- well, it's a copy of one; I
3 assume he signed it.-- that confirms, approves,
4 and acknowledges, and you have attached it to the
5 Agreement for Legal Services between my firm and
6 Russell Bauknight.

7 **Q. Well, Mr. Wingate, when it was released by**
8 **Mr. Bauknight pursuant to federal court order,**
9 **this is what he released, isn't it?**

10 A. Is that what you're representing to me?

11 **Q. Today is your day to answer questions.**

12 MR. HOWSER: That's right. And that
13 was a statement and I object to the
14 statement.

15 MS. POPE: Which was --

16 MR. NEWSOME: Same objection.

17 BY MS. POPE:

18 **Q. Do you know what Mr. Bauknight presented to**
19 **the federal court when he was directed to release**
20 **the Wingate contract?**

21 A. No, I do not.

22 **Q. Okay. And -- okay. You don't know.**

23 A. I do not know.

24 **Q. Did you know that he was required by the**
25 **federal court to release the Wingate contract?**

1 and/or any of his clients in that posting?

2 A. No.

3 Q. Thank you.. Do you agree that Henry McMaster
4 has waived any attorney/client privilege as to
5 who authorized the bringing and the conduct of
6 the Wingate Suit in his name as A.G. or the
7 authorization for Russell Bauknight to act on
8 behalf of the A.G.?

9 A. What I know is that Judge Toal signed an
10 Order saying that we should talk about the
11 authorization to serve. I have no idea of the
12 scope of comments that Henry or any representing
13 him may have made.

14 Q. Okay. And let me be clear. You do not know
15 who made the decision for Wingate not to sign the
16 Litigation Retention Agreement?

17 A. Repeat that question.

18 Q. Do you know who made the decision for Henry
19 McMaster not to sign the Wingate Litigation
20 Retention Agreement?

21 A. I don't understand the question and, no, I
22 do not know.

23 Q. Okay. Do you know who made the decision for
24 most of the Wingate Suit Plaintiffs not to sue
25 the -- sign the Wingate Litigation Agreement?

1 A. I do not know what you're talking about.

2 Q. Okay. Did you appear at a FOIA hearing
3 seeking to intervene in a FOIA suit?

4 A. I do not know.

5 Q. You don't know whether you attended a FOIA
6 hearing?

7 A. No, I don't know.

8 Q. Do you know anything about the efforts of
9 the Wingate Suit Plaintiffs to intervene in FOIA
10 lawsuits?

11 A. No, I was not handling those kinds of
12 things.

13 Q. I'm sorry, I don't mean to cut you off, but
14 I understand that you've said repeatedly that you
15 weren't handling those things, so we have that on
16 the record. I'm, again, trying to just make sure
17 that you're not the person to ask about certain
18 things, okay?

19 Do you know anything about the Wingate
20 Plaintiffs' attempts to intervene in Freedom of
21 Information Act lawsuits?

22 A. No.

23 Q. Okay. Did you ever attend, that you can
24 recall, a hearing related to the -- to the
25 attempts by Wingate Suit Plaintiffs to intervene

1 **General in a FOIA lawsuit?**

2 A. I'm neither denying it nor confirming it. I
3 do not have independent recollection of that.

4 **Q. Do you have --**

5 A. No, I do not.

6 **Q. Do you have any recollection of the Attorney**
7 **General urging you or authorizing you to try to**
8 **participate in FOIA lawsuits?**

9 A. I do not have specific recollection of that.
10 We had frequent and have had frequent interaction
11 with any number of people at the Attorney
12 General's Office and I've already named all those
13 people.

14 **Q. Specifically now I want to talk only about**
15 **the Attorneys General and about FOIA suits. Have**
16 **you had interaction with the Attorney General to**
17 **participate in FOIA lawsuits?**

18 A. I do not recall.

19 MS. POPE: I think that's all the
20 questions I have. Thank you, Ken.

21 THE WITNESS: You're quite welcome.

22 MR. NEWSOME: No questions for this
23 witness.

24 MR. HOWSER: We would just ask that
25 Defendant's Exhibit 1 be --

STATE OF SOUTH CAROLINA COURT OF COMMON PLEAS
COUNTY OF AIKEN

ADELE J. POPE,	:	
	:	Civil Action No.:
Plaintiff,	:	
	:	2013-CP-02-1337
vs.	:	
	:	
ESTATE OF JAMES BROWN and THE	:	
JAMES BROWN 2000 IRREVOCABLE	:	
TRUST,	:	
	:	
Defendants.	:	

DEPOSITION OF JAMES HARDIN, III

DATE TAKEN: March 23, 2017

TIME BEGAN: 10:03 a.m.

TIME ADJOURNED: 1:48 p.m.

LOCATION: Office of James C. Hardin, III
113 East Main, Suite 330
Rock Hill, South Carolina

REPORTED BY: Tami I. Watters, RPR, CRR
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Signature of Deponent	144
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E X H I B I T S

DEFENSE	DESCRIPTION	MARKED
1	Expert Report	4
2	Notebook (Creditor's Claim)	4
3	Petition for Allowance of Claim	4
4	May 8, 2013 Order	4
5	February 19, 2015 Order	4
6	Summary of Opinions of Julian Walker	56
7	Form 706 of United States Estate (And Generation-Skipping Transfer) Tax Return with Attachment (MARKED AS CONFIDENTIAL)	79
8	Bob's and Adele's Correct \$84 Million Value for James Brown Assets	82

1 (It is hereby stipulated and agreed by
2 and between counsel for the respective parties
3 that this deposition is being taken in
4 accordance with the South Carolina Rules of
5 Civil Procedure, and that the deponent does
6 not waive reading and signing of this
7 deposition transcript.)

8 - - -
9 (Expert Report marked Defense Exhibit
10 Number 1, for identification.)

11 - - -
12 (Notebook marked Defense Exhibit
13 Number 2, for identification.)

14 - - -
15 (Petition for Allowance of Claim marked
16 Defense Exhibit Number 3 for identification.)

17 - - -
18 (May 8, 2013 Order marked Defense Exhibit
19 Number 4 for identification.)

20 - - -
21 (February 19, 2015 Order marked Defense
22 Exhibit Number 5 for identification.)

1 - - -
2 JAMES HARDIN, III, after having been
3 first duly sworn, was examined and testified
4 as follows:
5 - - -

6 EXAMINATION
7 - - -

8 BY MR. NEWSOME:

9 Q Good morning, Jim. How are you?

10 A Fine, Billy. How are you?

11 Q Do you mind if I call you Jim?

12 A No, no. That's fine.

13 Q Please call me Billy. And you're
14 familiar with the deposition process, is that --

15 A I am.

16 Q Okay. And do you need me to explain
17 anything to you?

18 A I don't believe so.

19 Q Good, because you could probably explain
20 it to me better.

21 But I -- you know, obviously if I ask you
22 a question and you don't understand it, because
23 sometimes I don't make sense, please ask me to
24 restate it; or if you nod your head instead of
25 saying yes or no, I'll try to remind you, but

1 please try to answer verbally. We all need
2 reminding of that sometimes.

3 A Certainly.

4 Q Let's see. I'm gonna go ahead and hand
5 you a copy of what we have pre-marked as Exhibit 1
6 and ask you if you recognize that.

7 A I do.

8 Q Okay. What is that document?

9 A This is a Rule 26(a)(2)(B) Report of
10 Expert Testimony of James C. Hardin, III, and it's
11 in connection with the legal action of Forlando
12 Brown, Plaintiff, versus Adele Pope, individually
13 and As Trustee of the Irrevocable Trust established
14 by James Brown in August 1, 2000, and Robert L.
15 Buchanan, Jr., individually and As Trustee of the
16 Irrevocable Trust established by James Brown in
17 August 1 of 2000.

18 The report is dated --

19 Q It's on page 21. There you go.

20 A -- November the 6th, 2008.

21 Q Thank you. Since November 6, 2008, have
22 you done any other work for Ms. Pope?

23 A No.

24 Q Okay. So you did no other work in the
25 Forlando case?

1 and I believe -- again, just summarizing that --
2 was at the time there was some confusion as to the
3 titling of certain assets and whether the funds
4 belonged to the estate or the trust or one of the
5 entities, and I don't -- that's not an issue in our
6 case either.

7 A Yes. That was my opinion. Yes.

8 Q Okay. Paragraph 12. This really gets to
9 the crux of what case 1337 is about.

10 Can you sort of tell me generally what
11 your opinion was at the time with regard to the
12 fees and commissions of Ms. Pope and Mr. Buchanan
13 as special administrators, personal
14 representatives, and trustees?

15 A All right. I should note that at the
16 time of my rendition of this opinion in 2008, it
17 was at a time that, as I recall, predated any
18 compensation to Adele and Bob Buchanan for anything
19 other than their service as special administrators
20 through a period of 2007, which I believe resulted
21 in payment to them pursuant to an order approving
22 it by Judge Early of about three hundred and maybe
23 eleven thousand dollars, as I recall, exclusive of
24 costs advanced.

25 Judge Early's order of early 2008, as I

1 her duty to act prudently in administering the
2 estate.

3 A Okay. I think if she did not engage an
4 appraiser, that that would not be in keeping with
5 her duty.

6 Q Okay.

7 MR. NEWSOME: This is Exhibit 8.

8 - - -

9 (Bob's and Adele's Correct \$84 Million
10 Value for James Brown Assets marked Defense
11 Exhibit Number 8 for identification.)

12 - - -

13 BY MR. NEWSOME:

14 Q I'll hand you this document. This is a
15 document that was prepared by Ms. Pope. Take a
16 second, if you would, and just look over it,
17 please.

18 MS. POPE: What number was this?

19 MR. NEWSOME: 8.

20 THE WITNESS: Okay. I've read it.

21 BY MR. NEWSOME:

22 Q Have you ever seen anything like this as
23 the basis for a business valuation?

24 A I have, including from business
25 appraisers. While, admittedly, it may not be

1 precisely in this format, if you've read one good
2 business appraiser's report, you know that the
3 contents of it, in many respects, two-thirds of it
4 are canned.

5 And I don't impugn any of that. Those
6 are appropriate valuation approaches they take, and
7 whether it's, you know, initial public offerings or
8 comparables or this, that, and the other.

9 But, no. In the essence of most of their
10 appraisals, they do look at factors such as some of
11 these, I think.

12 But I've never seen a business appraisal
13 exactly in this format, no.

14 Q Okay. And does this change your opinion
15 about Ms. Pope's duty of prudence with regard to
16 valuing the business of James Brown?

17 A I think it is a factor in changing it,
18 yes. The multiplicity of things that are cited
19 here, parties with many different interests, would
20 certainly seem to me to be relevant.

21 Example: Those that really jumped out at
22 me were the -- find the one about the inventory.
23 Tax Attorney William Hammond.

24 As I recall it, Hammond was the CPA for
25 Dallas, Bradley, and Cannon, or one or more of

1 have a piece of paper, so we can sort of work
2 against a timeline here.

3 A Sure. I have one over here.

4 Q James Brown died on December 25th, 2006;
5 is that correct?

6 A Yes, it is.

7 Q And Bob Buchanan and Adele Pope became
8 special administrators on March 7th --

9 A Uh-huh.

10 Q -- and that service lasted until
11 November 20th of 2007; is that correct?

12 A That is correct.

13 Q Okay. From then, November 20th, 2007,
14 until August 10, 2008, the attorney general of
15 South Carolina was challenging their appointment;
16 not their service, but their appointment.

17 Do you recall that?

18 A I do know that the attorney general did
19 challenge their appointment. I don't know the
20 parameters of the challenge, but --

21 Q Right.

22 A -- but yes.

23 Q And then on July 14th, 2008, there was an
24 order from the court of appeals that clarified the
25 ability of Bob Buchanan and Adele Pope to act fully

1 because Tomi Rae had reached a settlement with the
2 attorney general, would you think that would impair
3 their ability to do their duty as PR and trustee?

4 A Yes, I think it would.

5 Q Well, not solely if she said it, but if
6 the attorney general supported it --

7 A Yes.

8 Q -- would you --

9 A Yes, I would.

10 Q Right. And if by September of 2008 the
11 attorney general were representing his right to
12 control the James Brown assets, would that cause
13 serious problems for any fiduciary?

14 A Yes. And I would state, I believe, my
15 recollection of Wilson versus Dallas where the
16 court found fault not only with the attorney
17 general asserting such direct control over the
18 charitable components, but even over the
19 non-charitable components of the plan; in other
20 words, I think that was ... yeah.

21 Q Then, I've asked you in the break to
22 glance at Exhibit 2, tab C, which is the
23 supplemental affidavit of Robert L. Buchanan, Jr.
24 and Adele J. Pope in support of permissions and
25 payment of certain priority expenses of

1 administration, which was signed on July 13, 2009.

2 Have you had a chance just to glance at
3 that affidavit which is 56 pages long and has 18
4 exhibits?

5 A I have glanced at the affidavit. I have
6 not yet looked at the exhibits.

7 Q If Julian Walker made an opinion which is
8 contrary to a statement made by Bob Buchanan and
9 Adele Pope in that affidavit and the accompanying
10 schedules, would you have any reason to believe
11 Bob Buchanan and Adele Pope were not telling the
12 truth?

13 A No, I wouldn't.

14 Q Okay. And if you knew in addition that
15 Julian Walker had never looked at any James Brown
16 assets until late 2016, would you think he might
17 not have looked at everything he needed to look at?

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

20 THE WITNESS: Let me ask, for
21 clarification: Does your question assume that
22 he had not looked at this subject affidavit
23 or --

24 BY MS. POPE:

25 Q Well -- well -- let me ask more

1 generally.

2 Would a person reviewing what
3 Bob Buchanan and Adele Pope did between 2007 and
4 2009 have a lot to look at?

5 A Yes.

6 Q Is it possible that such a person might
7 have missed some of the facts or nuances of the
8 situation?

9 A Yes.

10 Q Okay. Is it possible that Mr. Walker
11 could have missed some of the facts or nuances of
12 the situation?

13 A Yes.

14 Q And is it also true that, so far as you
15 know, where there are two fiduciaries, they must
16 act jointly?

17 A That's correct.

18 Q Okay. And would it color any of the
19 answers you've given this morning to know that
20 Judge Early has approved all of Bob Buchanan's
21 actions as both PR/trustee and special
22 administrator?

23 MR. NEWSOME: Objection to the form.

24 THE WITNESS: It would.

25

1 BY MS. POPE:

2 Q Would it affect your statements to know
3 in addition Judge Early left room open for Bob in
4 case there is some upset in a case that's generally
5 known as the Wingate case?

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

8 THE WITNESS: I'm not familiar with the
9 Wingate case, but, yes, it would color my
10 opinion..

11 BY MS. POPE:

12 Q Let's look at footnote 30 in the
13 conclusion of the supreme court's opinion.

14 A All right.

15 Q This is Exhibit 4 as presented to you.

16 A Okay. I'm still trying to find it. Just
17 a second. I got it. What was the --

18 Q Footnote 30 in the page where the
19 conclusion is stated.

20 A Okay. So it's footnote 4. All right.
21 Did you say 4, Adele?

22 Q 30.

23 A 30. Excuse me. Okay.

24 Q Would you just publish that statement?

25 A Sure. "We note the AG and/or Bauknight

1 have allegedly entered into contingency-fee
2 agreements with outside counsel, Kenneth Wingate,
3 for Wingate to serve Appellants on behalf of the
4 State, Bauknight, and others while also
5 representing private plaintiffs in the suit. We
6 are aware that a suit has been filed in
7 Richland County seeking damages to Brown's estate
8 allegedly arising during Appellants' service as
9 fiduciaries. Despite FOIA requests, the AG has
10 refused to publicly release all of the documents
11 pertaining to this reported arrangement. However,
12 the AG has recently informed this Court, in
13 petitions filed after this Court's initial opinion,
14 that he is now withdrawing as a party in that
15 lawsuit and his office will maintain a monitoring
16 role.

17 Q Do you know anything about that lawsuit?

18 A All I know is that I was served with a
19 subpoena duces tecum by an associate in Ken
20 Wingate's firm, and it sought the production of
21 essentially the same documents that I have produced
22 here in this -- this case.

23 And so I did produce to that gentleman in
24 Mr. Wingate's firm the documents relevant --
25 essentially the same ones, if not exactly the same

1 ones here, but I have not read any pleadings. I
2 know nothing else about it.

3 Q Would you agree that in litigation
4 related to charities, the attorney general has a
5 special status even though he is not entitled to
6 control the charity?

7 A Yes.

8 Q Okay. And would you expect the supreme
9 court to pay serious attentions to allegations made
10 by the attorney general?

11 A Yes.

12 Q Okay. And would you agree that -- that
13 fiduciaries advising and managing charitable trusts
14 want to get along with the attorney general
15 whenever appropriate?

16 A Yes.

17 Q Okay. And I'm gonna just ask you to look
18 at the supplemental affidavit we've referred to.
19 And on page 40, this is Roman Numeral XIII.

20 A I see it.

21 Q Are the statements in Roman Numeral XIII
22 by Bob Buchanan and Adele Pope about their efforts
23 to work with the attorney general whenever
24 possible -- are those consistent with your memory
25 from 2008 with what was going on?

1 A Okay. So it's just here at XIII?

2 Q Right.

3 A I am familiar with the fact, in the
4 depositions of yourself and Bob Buchanan, that one
5 or both of you stated that the attorney general was
6 not cooperating. And, as I recall it, it was like
7 Buddy Dallas got to him or colored his opinion
8 strongly against us, thus leading him to oppose our
9 appointment or continued service.

10 I'm not familiar with the Cannon appeal.
11 I can infer what that's about. I'm not familiar
12 with it.

13 So those statements would appear, based
14 on my reading, in paragraph 130 and 131, to be --
15 to be correct.

16 Q And did you recall that Mr. Buchanan and
17 Ms. Pope had even gone with John Rainey, an
18 important philanthropist, to Attorney General
19 McMaster to urge him not to allow Sonny Jones to,
20 in essence, interfere with the charity by aligning
21 himself with Mr. Cannon and Mr. Dallas?

22 MR. NEWSOME: Object to the form.

23 THE WITNESS: I do recall reading
24 Mr. Rainey's name in the deposition, and so
25 that does ring a bell.

1 BY MS. POPE:

2 Q Okay. Now, if the attorney general of
3 South Carolina had told the South Carolina Supreme
4 Court that Bob Buchanan and Adele Pope were seeking
5 a \$5 million commission on a \$5 million estate,
6 would you expect the supreme court to be disturbed?

7 A Yes.

8 Q And if the attorney general had told the
9 supreme court --

10 Well, let me ask you this: When the
11 attorney general assumed the right to take over the
12 James Brown assets, did the attorney general
13 himself then assume fiduciary responsibility with
14 respect to James Brown's estate and trust?

15 A I would think that he would.

16 Q And so to the extent the attorney general
17 supplanted the trustees and placed himself in the
18 decision-making role, whose fault was it if things
19 didn't get done?

20 A I would think it would be the attorney
21 general's.

22 Q Okay. And looking at the decision just
23 above the conclusion, we've agreed that the supreme
24 court found, have we not, that -- that the attorney
25 general had obtained virtual control over the

1 James Brown assets?

2 A Yes. We would have agreed.

3 Q Now, let's look at paragraph 175, page 54
4 of the Buchanan and Pope affidavit.

5 Do you agree -- well, let's just publish
6 paragraph 175, what Mr. Buchanan and Ms. Pope had
7 to say in July of 2009.

8 A "We believe that it is our duty to defend
9 James Brown's Succession Plan for the fiduciaries
10 of his Estate, the Grandchildren's Trust and the 'I
11 Feel Good' Trust. We do not believe, as has been
12 asserted in Court, that the 'I Feel Good' Trust is,
13 or will be, 'the Attorney General's money,' quote
14 unquote. We do not believe, as has been asserted
15 in Court, that the Attorney General has the right
16 to take a private estate, a private trust and a
17 private charitable foundation; change their terms
18 and succession plan; and place them under his
19 personal control."

20 Q And the supreme court four years later
21 agreed with Mr. Buchanan and Ms. Pope?

22 A Yes. Wilson v. Dallas, yes.

23 Q But by then they had been sullied by
24 allegations made by the attorney general?

25 A I don't know that I --

1 I mean, I've read the Wilson v. Dallas
2 decision as chastising the attorney general to such
3 an extent that they would doubt his credibility as
4 opposed to believing any allegations he would make.

5 But, again, that -- I mean, I've not read
6 the briefs or the oral arguments or anything.

7 Q That's true. It's fair to say that
8 you're learning a lot of new information today,
9 right?

10 A Right.

11 Q Okay. Good. Well, but in footnote 30
12 that we've looked at, there is a reference to
13 either the attorney general or Mr. Bauknight
14 entering -- allegedly entering into a contingency
15 fee agreement with Ken Wingate to sue Mr. Buchanan
16 and Ms. Pope?

17 A Yes.

18 Q And if I tell you that, in fact, the
19 attorney general did sue Mr. Buchanan and Ms. Pope
20 on May 19, 2010, could that -- the allegations made
21 in that suit, of which the court was aware, have
22 colored the opinion of the court?

23 A I suppose that would be true, yes, if the
24 court was aware of that or read the pleadings.
25 Yes.

1 Q Okay. And -- and if in those pleadings
2 the attorney general had made scurrilous
3 allegations against Mr. Buchanan and Ms. Pope which
4 he had not investigated, would you think it could
5 have colored the supreme court?

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

8 THE WITNESS: I would think that it
9 would, even if they had been investigated.
10 Whether they had or had not, I would think it
11 would.

12 BY MS. POPE:

13 Q And if I told you in the later half of
14 2016, former Attorney General Henry McMaster said
15 he did not authorize that lawsuit to be brought by
16 Mr. Wingate in the name of the estate or the
17 attorney general, he did not authorize
18 Mr. Bauknight to bring that suit on behalf of the
19 attorney general of South Carolina, and he did not
20 know that the lawsuit was filed until after he left
21 office as attorney general, would that affect your
22 thinking?

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

25 THE WITNESS: It would. One issue there

1 would be if that's just in casual conversation
2 by the former attorney general or if it was in
3 some hearing or formal setting.

4 BY MS. POPE:

5 Q If it were in a sworn deposition in this
6 case, would it affect your thinking?

7 A It would.

8 Q Okay. Would you be concerned that a case
9 had been brought in the name of the attorney
10 general by a private lawyer against trustees of a
11 charitable trust without the permission of the
12 attorney general?

13 A It would.

14 Q Okay. If you knew that one of the
15 settling parties had planted the Grammy story that
16 made it to the South Carolina Supreme Court
17 somehow, would that affect your coloring?

18 MR. NEWSOME: Object to the form.

19 THE WITNESS: It would.

20 BY MS. POPE:

21 Q If you knew that the story had been
22 planted by David Bell, Forlando's lawyer, or
23 Forlando himself, would it surprise you?

24 A No, it wouldn't.

25 Q Forlando and David Bell were closely

1 associated with the Cannon trustees, weren't they?

2 A They were.

3 Q And the Cannon trustees stole money --
4 well, not all of them, for sure, but Mr. Cannon
5 did?

6 A Mr. Cannon.

7 Q Right.

8 A Yes.

9 Q Right. And Mr. Bell was involved in some
10 fairly dirty tricks even during your period, wasn't
11 he?

12 A He was.

13 MR. NEWSOME: Object to the form.

14 BY MS. POPE:

15 Q And if the attorney general had then
16 aligned himself with David Bell in allegations to
17 the supreme court that James Brown's music empire
18 was worth only \$4.7 million at his death, would
19 that change some of your opinions?

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

22 THE WITNESS: Yes.

23 BY MS. POPE:

24 Q And were not Mr. Bell and -- I'm sorry.

25 Were not Mr. Bell and Forlando alleging

1 in the federal suit that James Brown's assets were
2 worth, at a minimum, \$100 million?

3 A That's true. They did so allege.

4 Q So is it fair to say there's just a lot
5 of facts that you had no reason to know before
6 today?

7 A Right. I had no reason to know them.

8 Q Right. Right. All right. Now, I want
9 to just go through --

10 Let's look at number 6. Again, you
11 consider it a positive factor where personal
12 representatives and trustees are able to provide
13 the equivalent of legal services without a double
14 charge?

15 A Yes, I did. I did say that in my
16 affidavit.

17 Q Right. Okay. Let's look at F on the
18 last page.

19 Mr. Walker alleges that: Ms. Pope -- and
20 I assume he means Mr. Buchanan and Ms. Pope --
21 failed to hire a professional to advise them about
22 the copyright and termination rights.

23 Do you -- did you, as an estate planner,
24 know in 2008 anything much about termination
25 rights?

1 A No, I did not.

2 Q Do you today as an estate planner know
3 anything much about termination rights?

4 A No, I don't.

5 Q Okay. If I told you that in the context
6 of James Brown, the termination rights issue is
7 deeply integrated with the issue of an heirs
8 determination in the probate court, would you have
9 any reason to doubt that?

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

12 THE WITNESS: No.

13 BY MS. POPE:

14 Q Okay. Do you know of any person in the
15 state of South Carolina who understands the
16 relationship between Federal Copyright Act
17 termination rights and the South Carolina probate
18 process?

19 A The only person -- any professional that
20 would know that would be someone in an intellectual
21 property firm, perhaps in Columbia. But I don't
22 know of such a person.

23 Q Okay. Have you read a draft article by
24 Adele Pope and Jeff Smith entitled: Private
25 Foundations, Copyright Heirs and Musical

1 Millionaires: Why the James Brown "I Feel Good"
2 Trust Doesn't?

3 A No, I've not read it.

4 Q Do you think if you are put to work on a
5 project such as James Brown, one way to acquire
6 expertise is to study?

7 A Yes.

8 Q Do you have any reason to know --

9 Well, let me ask you this: Has anyone
10 told you that just weeks before being told to stand
11 down, Mrs. Pope and Mr. Buchanan had hired Jeff
12 Smith to assist with matters related to copyrights
13 and termination rights?

14 A I was not aware of that.

15 Q And are you aware that Mr. Smith is a
16 graduate of the Georgetown Law School and formerly
17 worked in the patent office?

18 A No, I'm not.

19 Q And that Mr. Smith, in addition, has had
20 a lifelong interest in music?

21 MR. NEWSOME: Object to the form.

22 THE WITNESS: I did not know that.

23 BY MS. POPE:

24 Q Okay. All right. Mr. Walker has
25 asserted in paragraph E certain things about the

1 failure of Mr. Buchanan and Ms. Pope to evaluate
2 the terms of the settlement.

3 Do you recall that the settlement was
4 actually announced on August 10, 2007 and -- but
5 that its terms were not disclosed?

6 MR. NEWSOME: Object to the form.

7 BY MS. POPE:

8 Q For some time?

9 A I was not aware of that. If I was, I
10 don't recall it.

11 Q Okay. And were you aware --

12 Well, then, you would not have been aware
13 that Mr. Buchanan and Ms. Pope did not fail to
14 learn the terms. They were concerned about the
15 secrecy issues related to the settlement.

16 Do you know that?

17 A No, I don't know that.

18 Q If you did, would it have affected your
19 opinion about what Mr. Walker said?

20 A Yes, it would.

21 Q All right. And do you think, based on
22 your recollection, that Ms. Pope and Mr. Buchanan
23 failed to set aside a cash reserve related to the
24 house or do you simply just not know enough about
25 that?

1 MR. NEWSOME: Object to the form.

2 THE WITNESS: I don't know enough about
3 it.

4 BY MS. POPE:

5 Q Do you recall, in fact, that there were
6 no assets in the trust and that the estate was
7 lending funds to the trust for security and such?

8 MR. NEWSOME: Object to the form.

9 THE WITNESS: I do recall that now based
10 on your question, Adele, and the review of the
11 depositions.

12 BY MS. POPE:

13 Q And if Mr. Buchanan and Ms. Pope, looking
14 at C, had failed to file any income tax returns,
15 should they have been immediately corrected rather
16 than perhaps in 2012?

17 A Sure. That is, the returns that should
18 have been?

19 Q Right. Right. If Mr. Walker alleges
20 that Mr. Buchanan and Ms. Pope failed to file tax
21 returns -- if that were true, should there have
22 been an immediate contact made by the attorney
23 general or his new fiduciary to see what the -- why
24 the accountant had not done that?

25 MR. NEWSOME: Object to the form.

1 THE WITNESS: Yes. I think so.

2 BY MS. POPE:

3 Q Okay. And if that new fiduciary failed
4 to even contact Mr. Sellars, the court-appointed
5 fiduciary, would that change your opinion?

6 MR. NEWSOME: Object to the form.

7 THE WITNESS: It would.

8 BY MS. POPE:

9 Q And if you knew, looking at paragraph B
10 where Mr. Walker asserts that Ms. Pope failed to
11 retain a valuation expert -- if you knew that,
12 prior to becoming fiduciaries, Mr. Buchanan and
13 Ms. Pope had asked the court to value the
14 intellectual property according to a formula set
15 out on Exhibit 8 on page 2 where it says: Bob and
16 Adele proposed --

17 November 2007: Bob & Adele propose to
18 value Royalties/Publicity Rights by formula,
19 12 1/2 - 14 times Royalties plus 1/2 annual Gross
20 Road Revenues.

21 If prior to becoming fiduciaries they had
22 proposed that to the court and neither the attorney
23 general nor anyone had objected to that valuation
24 criteria, would you think that they needed to have
25 a professional appraisal?

1 publico, had a desire as a citizen to try to save
2 the James Brown "I Feel Good" Trust?

3 A Are you saying before this order?

4 Q Yes.

5 A Did you --

6 Q Between the Wilson v. Dallas decision and
7 the order dated June 10, 2015.

8 A That you have an interest as a citizen?

9 Q As a citizen to work pro bono publico to
10 try to save the James Brown "I Feel Good" Trust.

11 A I would think that would be appropriate
12 action since it's a charitable trust.

13 Q Would you understand that if on May 29,
14 2009 -- I'm sorry.

15 Would you understand that if on May 29,
16 2013, Tomi Rae and Louis Levinson had announced
17 their decision to try to reinstate the settlement
18 which had just been voided by the supreme court?

19 A I would, yes.

20 Q As a citizen and an estate planning
21 lawyer, would you like to see the full value of
22 James Brown's charity used for needy and deserving
23 students in the states of Georgia and
24 South Carolina?

25 A I would.

1 Q Are there circumstances under which
2 citizens have a right to seek to enforce a
3 charitable trust?

4 A Yes, there are.

5 Q All right. And if Mrs. Pope sought to do
6 that until July 10, 2015 but the court felt that
7 she had no standing, would that be the appropriate
8 time to stop that?

9 A It would.

10 Q Okay. And -- did you know anything about
11 those circumstances before today?

12 A About this order, June 10?

13 Q Yes.

14 A I did not.

15 Q Did you know that on June 10th, 2013
16 Judge Early issued an order that said that
17 Bob Buchanan and Adele Pope, having been replaced,
18 could not participate in any way in the
19 James Brown's Aiken matters?

20 MR. NEWSOME: Object to the form.

21 THE WITNESS: And that was June 10, 2013?

22 BY MS. POPE:

23 Q Yes.

24 A Not the June 10 --

25 Q Yeah.

1 A I don't believe I knew any of that.

2 Q So, essentially -- oh, I'm sorry.

3 So, essentially, number 5, you just don't
4 have much information about?

5 A I don't.

6 Q But you do agree that citizens who
7 believe that a charitable trust is -- is going to
8 be dismembered a second time, at a minimum, have a
9 right to see if they could do something to save it?

10 A I do.

11 Q Yeah. Okay. Now, you had reviewed the
12 estate tax return of James Brown before you issued
13 your opinion, had you not?

14 A I can't remember, Adele. I could
15 review --

16 Q Well, it's -- I don't know for sure, but
17 it was dated November 24th -- I mean,
18 September 24th, 2008 and your opinion was in
19 November.

20 A It was. I just can't remember. But I
21 can seek to determine that.

22 Q That's all right. Do --

23 And my only question is: Do you recall
24 that the estate tax return was freely discussed and
25 that no questions were raised about value in the

1 hearings in the Forlando matter, or do you not
2 know?

3 A Well, I just know that they were freely
4 discussed in the depositions --

5 Q Right.

6 A -- of the Forlando matter.

7 Q Right.

8 A And I otherwise don't know about the
9 hearings.

10 Q Okay. That's fine. All right. The
11 Christie sale, Forlando -- Forlando testified that
12 he and family members got together to interfere
13 with the Christie sale.

14 Do you recall that?

15 MR. NEWSOME: Object to the form.

16 THE WITNESS: His deposition so stated.

17 BY MS. POPE:

18 Q Right. Even though they were not getting
19 along about most things, they got together to
20 interfere with the Christie sale?

21 A That was my understanding from his
22 deposition, yes.

23 Q Right. And Mr. Dallas also interfered
24 with the Christie sale.

25 Do you recall that?

1 A I do recall that.

2 Q And do you recall the Christie sale took
3 place on July 17, 2008?

4 A I do recall that, yes.

5 Q And the direction to --

6 Well, Mr. Buchanan and Ms. Pope, on
7 July 27th, 2008, filed a motion, did they not, to
8 charge Mr. Dallas and whoever might have caused
9 problems with the Christie sale with the cost of
10 the sale?

11 MR. NEWSOME: Object to the form.

12 THE WITNESS: I don't recall that
13 specifically off the top of my head, but I
14 probably did see that in my study in 2008.

15 BY MS. POPE:

16 Q And then just two weeks later, the
17 attorney general assumed the right to control the
18 James Brown assets --

19 MR. NEWSOME: Object.

20 BY MS. POPE:

21 Q -- on August 10, 2008?

22 A That's right.

23 MR. NEWSOME: Object to the form.

24 BY MS. POPE:

25 Q Now, we talked for some time about who

1 should submit the settlement to the court.

2 You don't have any information that
3 Mr. Buchanan and Ms. Pope submitted that
4 settlement, do you?

5 A I don't.

6 Q Okay. It was in fact submitted by the
7 settling party sometime after August 10, 2007?

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

10 THE WITNESS: That's my understanding,
11 yes.

12 BY MS. POPE:

13 Q Okay. Good. Now, do you believe that
14 the attorney general, before justifying a
15 settlement, had a duty to inquire into whether his
16 statements made about termination rights were
17 correct?

18 MR. NEWSOME: Object to the form.

19 THE WITNESS: Yes.

20 BY MS. POPE:

21 Q Again, if he assumes the right to take
22 over the assets, he does assume the same
23 responsibility of a fiduciary?

24 A I believe he does, yes.

25 Q Okay. Are you aware that the May 26,

1 2009 order of Judge Early specifically said that he
2 had not ruled on the removal for cause of
3 Mr. Buchanan and Ms. Pope?

4 A I think I'm aware of that if it came to
5 my attention today, but it was not entered at the
6 time when I was otherwise addressing these points.

7 Q Do you know anything about the
8 James Brown Legacy Trust?

9 A All I know from reading the Wilson versus
10 Dallas opinion is that that was an entity that was
11 a product of the attorney general's brokering of
12 the settlement that was undone.

13 Q Okay. And if the attorney general
14 represented that the Legacy Trust held termination
15 rights, should he be responsible for seeing that
16 they be held properly?

17 MR. NEWSOME: Object to the form.

18 THE WITNESS: Yes.

19 BY MS. POPE:

20 Q Would that be even more true if the
21 attorney general had the right to remove and
22 replace the trustee of the Legacy Trust at will?

23 A Yes.

24 Q Okay. And if the Legacy Trust was a part
25 charitable trust, which was a party to a lawsuit

1 and being managed by a trustee, what -- what action
2 would it be required to take to go away after the
3 Wilson versus Dallas decision?

4 MR. NEWSOME: Object to the form.

5 THE WITNESS: I would say the trustee
6 would need to terminate it and distribute the
7 assets in accordance with either the result of
8 the supreme court's order or perhaps, if they
9 remanded the matter, then in accordance with
10 the lower court order. And I don't recall
11 what happened at the end there.

12 BY MS. POPE:

13 Q And are there specific statutory
14 provisions for the termination of a charitable
15 trust --

16 A Yes.

17 Q -- that must be complied with?

18 A Yes.

19 Q Does the size of an estate --

20 Well, you have testified that the size of
21 an estate and trust are relevant factors in
22 determining the size of a commission.

23 A Yes.

24 Q Okay. If a trustee has represented both
25 to the IRS and to the court that a trust is only --

1 I'm sorry. Let me start over.

2 If a trustee has represented to both the
3 Internal Revenue Service and the supreme court that
4 a trust is only worth 6.5 million or less, should
5 that trustee be allowed to charge a commission
6 based on a larger size?

7 MR. NEWSOME: Object to the form.

8 THE WITNESS: No, I don't think so.

9 BY MS. POPE:

10 Q Okay. In general, under Forms 990, are
11 charities required to disclose annually all of
12 their assets and the fair market value of those
13 assets?

14 A Yes.

15 Q If a trustee fails to do that or secrets
16 assets, is that a breach of fiduciary duty?

17 A Yes.

18 Q You were asked if it was appropriate to
19 fully disallow a claim.

20 Did -- did the Wilson versus Dallas not
21 provide a mechanism for return of the issue to the
22 lower court for review?

23 A I believe that it did, yes.

24 Q And are you aware that Mr. Buchanan's
25 claim was resolved without a disallowance?

1 A I'm not aware of that.

2 Q Okay.

3 A Was not aware of that.

4 Q Right. And if one is served with a
5 notice of disallowance, one must file a lawsuit in
6 order to not lose the claim?

7 A Yes.

8 Q Okay. And -- oh. You have -- you were
9 asked if Ms. Pope were entitled to any compensation
10 for work after May 26, 2009.

11 Is Mrs. Pope entitled to expenses and
12 time for the -- for the extraordinary --

13 Or is it possible that Mrs. Pope would be
14 entitled to costs or compensation for extraordinary
15 efforts from May 26, 2009 until May 8th, 2013 in
16 the defense of the trust and the estate plan?

17 A I suppose that is possible.

18 Q Okay. You wouldn't rule that out?

19 A I wouldn't rule it out.

20 Q Okay. Okay. And there are certainly
21 cases where, at a minimum, fiduciaries are paid for
22 cost in defense of a trust or estate?

23 A Yes.

24 Q All right. And the same thing with
25 charitable --

1 professional investment banking firm?

2 A Certainly to the extent that the
3 investment banking firm had or consulted with or
4 secured specialists in the music industry, business
5 appraisers in that regard, since that's quite
6 common for a business appraiser to say, "Well,
7 look. I can't value these intangibles. I'm gonna
8 have to get another appraiser," you know, if those
9 pieces were in the midst of that, then I think it
10 would be more credible potentially.

11 Q And if the IRS division that reviewed
12 copyrights reviewed that valuation and accepted it,
13 would that affect your opinion as to the
14 credibility of that valuation?

15 MS. POPE: Object to the form.

16 THE WITNESS: It would.

17 BY MR. NEWSOME:

18 Q And if I tell you that the \$4.7 million
19 valuation Ms. Pope keeps referring to is really a
20 \$23-plus million valuation less \$18 million of debt
21 on the date of death approximately, does that make
22 a little more sense based on what we're talking
23 about?

24 A I see. So the 23 million, is that the
25 Philpott outcome?

1 facts that were critical to the valuation, would
2 that -- would that make the appraisal no good?

3 A It certainly would color it -- its
4 voracity, yes.

5 Q If, for example, Philpott Ball were told
6 that the TIAA bond were \$19 million at death and it
7 was only 16 or less, would that alone be a problem?

8 A It would.

9 Q If persons represented themselves to be
10 music industry experts and, in fact, were not
11 experts, would that affect the opinion?

12 A I believe it would.

13 Q And if that opinion were used to --

14 Well, and let me start off: A closing
15 letter is not an audit, is it?

16 A No, it's not.

17 Q So when people say there was an audit and
18 all they got was a closing letter, that's not --

19 A That's not an audit.

20 Q That's not an audit, is it?

21 A Right.

22 Q Right. And a closing letter says clearly
23 on its face, if there's been any fraud or even a
24 mistake, it's no good?

25 A That's correct.

1 Q Right. Right. And do you think if the
2 attorney general were standing by a person making
3 incorrect representations to the IRS, that the IRS
4 might be less likely to bother with it?

5 A That's correct. I would think so.

6 Q Because of the Bosch issue?

7 A That's right.

8 Q Yeah. Yeah. Okay. And if a fiduciary
9 claimed a \$3 million charitable deduction for
10 James Brown's charity with knowledge that 2 million
11 of that was allocated to private individuals, that
12 wouldn't be right, would it?

13 A It would not.

14 Q And if it slipped through an audit, that
15 wouldn't mean that it was right?

16 A No.

17 Q And if the attorney falsely accused
18 Bob Buchanan and Adele Pope of overstating the
19 value of James Brown's assets by \$79 million for
20 the improper purpose of securing a \$5 million
21 commission, that was an accusation that they had
22 committed a felony?

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

25 THE WITNESS: It would certainly sound

1 that way, yes.

2 BY MS. POPE:

3 Q Right. And if he did that without even
4 looking at an appraisal that he said supported a
5 \$4.7 million claim, that would be reckless?

6 A I would think it would be.

7 Q Yes.

8 MR. NEWSOME: Thank you.

9 MS. WATTERS: Would you like a copy of
10 the transcript?

11 MR. NEWSOME: Please.

12 MS. POPE: I want an e-tran but no
13 exhibits.

14 THE WITNESS: I do want to read and sign.

15 - - -

16 (Witness excused.)

17 - - -

18 (Deposition concluded at 1:48 p.m.)

19 - - -

20

21

22

23

24

25

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

3 - - - - -

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

7 - - - - -

8 Whereupon,

9 SANDRA MATTHEWS, being duly sworn and
10 cautioned to speak the truth, the whole truth,
11 and nothing but the truth, testified and
12 deposed as follows:

13 Court Reporter: State your full name for
14 the record, please.

15 Witness: Sandra M. Matthews.

16
17 (Whereupon, Portion of Affidavit
18 was marked Exhibit No. 1 for
19 identification.)

20
21 MR. SMITH: And, Sandra, you've got the
22 right under the Rules of Civil Procedure to
23 read, do an errata sheet, if necessary, and
24 sign your deposition. Would you like to
25 exercise that right?

1 THE WITNESS: Yes, I would.

2 MR. SMITH: Okay. Now, you brought some
3 documents with you --

4 THE WITNESS: Yes.

5 MR. SMITH: -- in response to the
6 subpoena, and is this the set right here?

7 THE WITNESS: Yes.

8 MR. SMITH: Do you want to hand those over
9 to Ms. Pope right there?

10 THE WITNESS: Oh, okay.

11 MR. SMITH: Sorry. I forgot about that.

12
13 (Whereupon, Various
14 Witness-Provided Documents was
15 marked Exhibit No. 2 for
16 identification.)
17

18 MS. POPE: Ms. Matthews, I've already
19 marked Plaintiff's Exhibit 1, so I'm going to
20 mark -- can go off the record just a minute.

21 (Off the record.)

22 DIRECT EXAMINATION

23 BY MS. POPE:

24 Q. Ms. Matthews, would you tell me your position with
25 the Attorney General.

1 A. I'm a securities examiner.

2 **Q. Can you explain what that is.**

3 A. I investigate complaints or conduct investigations
4 into whether or not there have been violations of
5 South Carolina Uniform Securities Act.

6 **Q. Do you investigate complaints other than the**
7 **Securities Act?**

8 A. No, ma'am.

9 **Q. How long have you been doing this?**

10 A. Eleven years.

11 **Q. So that was your same position in 2007?**

12 A. The title was different, but it was the same job
13 function.

14 **Q. And what is your general training?**

15 A. I've got 40-years' experience in banking,
16 primarily in data processing, internal auditing,
17 management.

18 **Q. So you were in the private sector until about 11-**
19 **years ago?**

20 A. Yes.

21 **Q. Now, tell me how you became involved in the James**
22 **Brown matters.**

23 A. Sonny Jones requested of my supervisor that I be
24 allowed to assist him with analyzing financial
25 records that came into his possession or that were

1 involved in the charitable trust.

2 **Q. And you brought with you certain documents that**
3 **have now been marked as Matthews Exhibit 2. Can**
4 **you explain what those documents are to me.**

5 A. The subpoena asked that I produce any documents
6 that were relative to -- as I read it -- your
7 involvement as administrator with the trust. So I
8 went through the documents that I had available
9 and pulled ones that, to me, were pertinent to
10 that request. The first one is a draft and a
11 scanned version of a letter that I wrote to you
12 asking when I would be able to pick up the bank
13 statements and the federal tax returns that
14 Mr. Jones had requested I picked up.

15 **Q. And, if you don't mind, would you get for me --**
16 **say for the record the date of each document --**

17 A. I'm sorry, sure. This is November 10, 2008.

18 MR. SMITH: Adele, if I may just put on
19 the record, too, that there're just a few
20 documents that we're withholding on the basis
21 of privilege and I will do privilege log on
22 them, as with the other depositions we've
23 taken.

24 MS. POPE: Thank you.

25 A. Okay. The second one is a letter from me to James

1 D. Bailey, Esquire, dated November 19, 2008, where
2 I am asking for his assistance in being able to
3 schedule a time for me to pick up the records
4 because I had been unable to schedule that through
5 you.

6 This is a letter dated November 14th from
7 Sonny Jones to Mr. Bailey, deals with a
8 confidentiality order and references the fact
9 that Judge Early had already granted access to
10 the documents, and particularly the monthly
11 expenses kept at your office. And I think the
12 attachment to that is excerpts from the
13 transcript on November 15th and November 20,
14 2007 in Bamberg. And I think this is what he
15 attached to evidence that the judge had agreed
16 that we could have those records.

17 The next document is an affidavit of yours
18 that I had in my possession, whereby you were
19 discussing your performance as the
20 administrator.

21 **Q. Could you give me the date of that affidavit,**
22 **please?**

23 A. Well, the notarized date is 7/16/2012, but -- no,
24 that's in the expiration. Sixth day of
25 January 2008. Then I received a copy of an email

1 to schedule where money in the trust and estate
2 accounts went.

3 **Q. Did you understand that you were looking into my**
4 **actions and the actions of Bob Buchanan or the**
5 **actions of others?**

6 A. No. The actions of nobody. I was merely
7 scheduling financial records. I wasn't looking
8 into anybody's actions.

9 **Q. And did you, in fact, do that?**

10 A. Yes, I did.

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

13 **Q. And tell me about what you did.**

14 A. I would receive -- receive a copy of the bank
15 statements from Security Federal from your
16 assistant, and I would come back and I would go
17 through them and enter the data that was reflected
18 on those statements into a Excel spreadsheet.

19 **Q. And my assistant was Laura Mangum?**

20 A. I don't recall her name.

21 **Q. Do you remember that her name was Laura?**

22 A. No, ma'am. I don't remember her name at all. I
23 know she was from Newberry.

24 **Q. It was Laura.**

25 A. Okay.

1 Q. Did Sonny ask you to investigate any action taken
2 by David Cannon, Buddy Dallas or Al Bradley?

3 A. No.

4 Q. Only Adele Pope and Bob Buchanan?

5 A. No. He didn't ask me to investigate anybody's
6 actions. I merely scheduled bank records.

7 Q. What was the purpose of that?

8 A. To see where the money was being spent.

9 Q. I've asked you to look at Waters Exhibit 1 and to
10 see if it refreshes your recollection about the
11 circumstances covering the period of my service
12 and the service of Bob Buchanan as Special
13 Administrators and Personal Representatives. Have
14 you had an opportunity to review that supplemental
15 affidavit of Robert Buchanan and Adele Pope in
16 support of commissions and payment of certain
17 priority expenses of administration?

18 A. I scanned it.

19 Q. Do you need more time because I want to know at
20 today's deposition whether it refreshes your
21 recollection about any action of Bob Buchanan or
22 Adele Pope at any time between March 7, 2007 and
23 May 26, 2009?

24 A. The only knowledge I ever had of actions of yours
25 or Mr. Buchanan's was when I dealt with you,

1 personally, in your office or when I observed you
2 in court. I knew nothing else of actions on your
3 behalf.

4 **Q. Did you --**

5 A. I was not, in fact, involved in that aspect of the
6 case at all.

7 **Q. The case being the investigation of what Adele
8 Pope or Bob Buchanan were doing?**

9 A. No. The case being who was going to get what from
10 the Trust. That's the only thing I attended court
11 hearings regarding, who was going to get what.
12 Were the kids going to get something? The kids
13 had representatives, Dallas and Bradley and Cannon
14 had attorneys, there was all this to-do about
15 who's getting what and who's going to administer
16 it. That's all I knew was what I heard in the
17 court room.

18 **Q. Well, let's --**

19 A. So there's nothing else to refresh. I mean, I --
20 there's no memory to refresh other than what
21 transpired in those particular situations. I was
22 not involved in any behind-the-scenes activities
23 other than scheduling bank records.

24 **Q. Well, let's go -- let's see what those particular
25 activities were. Tell me what you remember about**

1 **those particular activities.**

2 MR. SMITH: Object to the form of the
3 question.

4 A. I don't understand the question.

5 **Q. Well, you said you only know what you learned in**
6 **hearings and what you learned by coming to my**
7 **office. What did you learn?**

8 A. Coming to your office, I dealt mostly with Laura
9 and getting copies of the statements. The next
10 document covers one aspect. If you recall, the
11 brokerage statements for the account that Cannon
12 opened, the large majority of those were sealed.
13 They had never been opened by anyone. We had an
14 agreement that I would be allowed to open those
15 and go through those to see what transpired with
16 that money, and that we would put labels on each
17 one to indicate that I was the one that opened
18 them. When I arrived at your office to perform
19 that activity, you had changed your mind and we
20 never did that. So I never opened any of those
21 statements.

22 **Q. Now, when was this?**

23 A. I couldn't tell you the date. Well, yes I can
24 because it's on the label. January 17, 2008.

25 **Q. So on January --**

1 A. So that would be an observation of your behavior
2 that I made in-person, and it was dealings between
3 you and me, individually, only with regard to
4 opening brokerage statements.

5 **Q. And did you report that concern that you are**
6 **unable to open brokerage statements to someone?**

7 A. I am sure I came back and told Sonny I didn't open
8 the brokerage statements because Ms. Pope has
9 changed her mind.

10 **Q. And did you know whose brokerage statements these**
11 **were?**

12 A. They were -- I think the name of the account was
13 Seventh Decade.

14 **Q. And did you know -- did you know who owned Seventh**
15 **Decade?**

16 A. David Cannon.

17 **Q. Do you recall when the criminal investigation of**
18 **David Cannon was begun?**

19 A. No. I wasn't involved in that.

20 **Q. And if I told you that it was on -- it was ordered**
21 **in November of 2007, would that have overlapped**
22 **with your request?**

23 MR. NEWSOME: Object to the form.

24 A. I don't know.

25 **Q. Well, let me -- I'm going to hand you what I've**

1 marked as Matthews exhibit three.

2 A. What is Matthews 1?

3 Q. Good question.

4 MS. POPE: Can I go off the record a
5 minute.

6 (Off the record.)

7
8 RESUMING EXAMINATION

9 BY MS. POPE:

10 Q. I'm sorry, Mrs. Matthews. Let me hand you
11 Matthews 1, please. I will represent to you that
12 that is a portion of the exhibits to the affidavit
13 which you've just had an opportunity to review,
14 and -- and it's a part of Exhibit 8, which are my
15 timesheets. And the first entry that I show that
16 may relate to you is December 17, 2007, in which
17 is noted "Initial conference with SC Department --
18 Dept Rev auditor." Do you recall that
19 December 17th was approximately the first time
20 that we met?

21 A. I would have no recollection.

22 Q. Did you have the charge of going through
23 Mr. Cannon's brokerage statements or the
24 statements that Bob Buchanan and Adele Pope were
25 handling?

1 A. I went through boxes of records in the back room
2 of your office that were from the James Brown
3 people and I went through boxes of records that
4 had come from Cannon that were in the back of your
5 office.

6 **Q. But you have a recollection that you weren't**
7 **allowed to open brokerage statements?**

8 A. Correct.

9 **Q. But everything else you -- was made available to**
10 **you?**

11 A. Right. Because everything else was already open.
12 Those were the only things that were -- some of
13 the brokerage statements were already open, and
14 those were made available to me.

15 **Q. So it was --**

16 A. So it was only the ones that had never been
17 opened, the sealed envelopes that we had agreed I
18 would be allowed to open, and then when I arrived
19 to open them, I got no explanation other than you
20 had changed your mind.

21 **Q. And you never understood that the SLED**
22 **investigation had been ordered --**

23 A. No.

24 **Q. -- and that it was running on a parallel time**
25 **course with what you were doing?**

1 A. I don't recall that that was explained to me at
2 the time that you changed your mind.

3 Q. And nobody in the Office of the Attorney General

4 --

5 A. No.

6 Q. -- explained it to you?

7 A. No. The criminal prosecution section of the
8 office is very separate and apart from the rest of
9 the office, so we rarely know what they're working
10 on.

11 Q. Well, Mr. Jones was working on besides, wasn't he?

12 A. Okay. I don't know.

13 MR. SMITH: Object to the form.

14 A. You'd have to ask him that.

15 Q. Well, if the record shows that Mr. Jones was
16 involved in both the criminal and civil matters,
17 that might help explain things?

18 MR. SMITH: Object to the form.

19 MR. NEWSOME: Same objection.

20 A. (No response.)

21 Q. So, all right. So other than not being allowed to
22 open Seventh Decade files that had not previously
23 been opened, did you encounter any other problems
24 with Adele Pope, her staff, or Bob Buchanan and
25 his staff?

1 A. Not with what I was charged to do, no, ma'am.

2 Q. All right. And did you have free and complete
3 access to the books and records of James Brown,
4 and the books and records of the Estate of James
5 Brown, except for the one exception you've told me
6 about?

7 A. I don't know what all the books and records might
8 have been. I had access to the bank statements.
9 I don't know if there were other books and records
10 that I did not have access to or not.

11 Q. Did you not at one point seek tax returns?

12 A. As I recall, yes.

13 Q. And did you get them?

14 A. As far as I recall.

15 Q. Did you, in fact, not get the estate tax return?

16 A. I don't know.

17 Q. Do you recall whether you analyzed the estate tax
18 return?

19 A. I don't recall.

20 Q. But you might have?

21 A. I might not have, I might have. I don't know. I
22 have no recollection.

23 Q. Now, so, did you even set up a procedure at the
24 Office of Adele Pope so that you could freely copy
25 whatever you wanted to copy?

1 A. Laura copied everything as I recall..

2 Q. Right. But you --

3 A. I don't recall that I did the copying. I think
4 she did the copying.

5 Q. Right, but you were able to obtain copies of
6 anything you wanted?

7 A. Well, the only thing I obtained copies of where
8 the bank statements. So I can't say whether I
9 would have been given access to anything else or
10 not because I didn't request anything other than
11 the tax returns and the bank records. So I think
12 your question was far broader than that, and I'd
13 like to be sure that we're just focused on those
14 two kinds of records.

15 Q. Well, is it fair to say that the office gave you
16 everything you asked for, other than the sealed
17 bank statement --

18 A. Up until the time that access to all the boxes was
19 restricted.

20 Q. Tell me about that.

21 A. I don't -- I just recall that for some period of
22 time we were able to look at what was in all the
23 boxes in the back room, and then at some point in
24 time that access was denied.

25 Q. Was that during a period of Stay imposed by --

1 A. I have no idea --

2 Q. Well, let me -- please let me --

3 A. Oh, I'm sorry.

4 Q. Please let me finish my question and then --

5 A. Okay.

6 Q. Do you have any reason to doubt that that was
7 during a Stay ordered by Judge Early, which lasted
8 for a period of months in the fall of 2008?

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

11 MR. NEWSOME: Same objection.

12 A. I don't have any opinion either way. I don't
13 know. I recall that at some point in time we were
14 told we were no longer allowed to access those
15 records. I don't know the reason.

16 Q. Who is we?

17 A. The office. Our office.

18 Q. And you can't recall when that was or whether it
19 was only a temporary period because there --

20 A. We're talking ten years --

21 Q. -- was a Stay?

22 A. -- ago, no, ma'am. I don't recall that.

23 Q. Good.

24 A. My age, I'm doing good to recall last week.

25 Q. I know how you feel. You're a spring chicken

1 compared to me. Let me ask you this: What
2 period, if you recall or if anything has refreshed
3 your recollection, did you work on James Brown
4 matters?

5 A. 2008 and 2009, as I recall.

6 Q. And perhaps 2007, if my record -- the latter part
7 --

8 A. Right.

9 Q. -- of 2007?

10 A. Right. Yeah.

11 Q. Now, sitting here today, do you have any knowledge
12 about the propriety of the actions of Bob Buchanan
13 and Adele Pope at any point between 2007 and May
14 26, 2009?

15 A. I have no personal knowledge. The other records
16 that are brought are records that were created by
17 others that were in my possession that pertained
18 to the topic you wanted to discuss, but I have no
19 personal knowledge.

20 Q. And today, sitting here today, do you have any
21 specific recollection of complaints of anyone,
22 other than the complaint of Mr. Julian that we've
23 discussed and what is shown in the documents,
24 about the service of Adele Pope and Bob Buchanan
25 as Special Administrators or Personal

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

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

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

Reported by:
Frances C. Moyd

1 are. Do you --

2 A. That seems reasonable.

3 Q. Yeah.

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

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

8 A. Right, right.

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

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

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

22 Q. Right.

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

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

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

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

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

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

11 MR. NEWSOME: Object to form.

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

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

19 A. Do you want me to list them?

20 Q. Yeah.

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

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

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

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

7 A. Correct. Right.

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

10 A. Correct.

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

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

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

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

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

25 MR. SMITH: Object to the form of the

1 question.

2 MR. NEWSOME: Same objection.

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

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

7 A. Right.

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

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

13 MR. NEWSOME: Same objection.

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

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

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

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

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

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

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

9 A. Yes.

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

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

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

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

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

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

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

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

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

- 1 for them to do the estate tax valuation of the
- 2 household goods?
- 3 A. I didn't remember that.
- 4 Q. Do you recall what happened to all the tangible
- 5 personal property that wasn't put in the
- 6 Christie's sale?
- 7 A. I don't know what happened to that.
- 8 Q. Do you recall anything about museums?
- 9 A. Yes. I think some things went to museums.
- 10 Q. Right. Were there four museums?
- 11 A. I remember, I feel like one was South Carolina
- 12 State and one was Augusta College or Augusta
- 13 State. I don't remember -- those are the only
- 14 ones I remember.
- 15 Q. And then do you recall that the family members
- 16 were given an opportunity to ask for certain
- 17 things to be withheld from the sale? Do you
- 18 recall that?
- 19 A. I don't specifically recall it, but I do see it in
- 20 this order.
- 21 Q. Right. And do you remember that nobody timely
- 22 asked for anything to be withheld?
- 23 A. I don't remember that. I thought I remembered
- 24 some people asking for things to be withheld, like
- 25 a ring or a coat, maybe a fur coat.

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

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

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

Reported by:
Frances C. Moyd

1 Q. All right. Now, --

2 A. Well, let me finish.

3 Q. Oh, I'm sorry.

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

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

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

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

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

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

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

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

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

2 A. Okay. Is that the box?

3 Q. Yes.

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

7 Q. Yes, just refresh your recollection.

8 A. Okay.

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

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

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

19 A. No, ma'am.

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

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

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

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

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

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

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

17 A. Right.

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

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

23 **Q. Okay.**

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

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

4 MR. NEWSOME: Object to the form.

5 MR. SMITH: Object also.

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

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

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

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

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

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

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

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

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

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

1 A. Not that I know of.

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

4 A. Yes, ma'am.

5

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

10 BY MS. POPE:

11 Q. Go ahead.

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

15 Q. And in what cases that?

16 A. Case number one twenty-two.

17 Q. The title?

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

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

24 MR. NEWSOME: Objection to the form.

25 MR. SMITH: Object to the form.

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

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

4 A. That sounds right.

5 **Q. Right.**

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

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

12 MR. NEWSOME: Object to the form.

13 MR. SMITH: Object to the form.

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

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

17 **Q. Okay.**

18 A. Just the very last part.

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

24 MR. SMITH: Same objection.

25 MR. NEWSOME: Same objection.

1 resolution.

2 **Q. Anything else?**

3 MR. NEWSOME: Object to the form.

4 MR. SMITH: Same objection.

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

6 MR. NEWSOME: Object to form.

7 MR. SMITH: Same objection.

8 A. What is the question?

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

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

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

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

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

7 MR. NEWSOME: Object to the form.

8 MR. SMITH: Joined.

9 A. All right.

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

12 MR. NEWSOME: Object to the form.

13 MR. SMITH: Same objection.

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

16 Q. Do you know whether its been resolved?

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

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

21 MR. NEWSOME: Object to the form.

22 MR. SMITH: Same objection.

23 A. What you want me to --

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

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

3 MR. SMITH: Same objection.

4 MR. NEWSOME: Same objection.

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

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

11 MR. SMITH: Same objection to form.

12 MR. NEWSOME: Same objection.

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

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

19 MR. NEWSOME: Object to the form.

20 MR. SMITH: Same objection.

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

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

25 MR. NEWSOME: Objection to the form.

1 State of South Carolina) Court of Common Pleas
2 County of Aiken) Case No: 2013-CP-02-1337
3 ADELE J. POPE,)
4)
5 Plaintiff(s),) Deposition
6 vs.) Of
7) CLYDE "SONNY" JONES
8 The Estate of James Brown and)
9 The 2000 Irrevocable Trust,)
10 Defendant(s).)

11 Continuation of the deposition of CLYDE
12 "SONNY" JONES, taken before Frances C. Moyd,
13 Verbatim Court Reporter and Notary Public in and
14 for the State of South Carolina, scheduled for
15 9:30 a.m. and commencing at the hour of 9:47 a.m.,
16 Thursday, May 5, 2016, at the office of the
17 Attorney General of South Carolina, Rembert Dennis
18 Building, 1000 Assembly Street, Columbia, South
19 Carolina.

20
21 Reported by:
22 Frances C. Moyd
23
24
25

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

3
4 The reading and signing of this deposition
5 is RESERVED by the deponent and counsel for the
6 respective parties.

7
8 RESUMING DIRECT EXAMINATION

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

12 A. Yes, ma'am.

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

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

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

1 A. Yes, ma'am.

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

5 A. Yes, ma'am.

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

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

18 Q. That's correct.

19 A. This is correspondence after that.

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

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

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

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

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

11 MR. SMITH: Sure.

12 BY MS. POPE:

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

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

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

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

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

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

5 A. No, ma'am.

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

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

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

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

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

18 BY MS. POPE:

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

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

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

1 of what the Morgan Stanley account was?

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

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

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

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

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

14 Q. A financing arrangement?

15 A. Yes, ma'am.

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

19 A. I don't recall the number.

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

24 A. No, ma'am.

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

1 it a relationship.

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

5 A. You said Sonny Jones did?

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

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

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

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

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

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

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

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

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

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

8 MR. NEWSOME: Object to the form.

9 MR. SMITH: Object to the form.

10 A. A meeting?

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

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

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

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

20 MR. NEWSOME: Object to the form.

21 A. Who is "she"?

22 **Q. Sherri Lydon.**

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

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

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

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

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

12 A. So what's the question?

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

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

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

23 BY MS. POPE:

24 Q. When David Cannon was sentenced.

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

1 conversations.

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

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

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

8 A. Who is "him"?

9 **Q. Attorney General Wilson.**

10 A. I don't know.

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

12 A. No, ma'am.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

21 MR. NEWSOME: Object to the form.

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

25 MR. NEWSOME: Same objection.

1 A. Repeat your question.

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

6 MR. SMITH: Same objection.

7 MR. NEWSOME: Same objection.

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

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

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

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

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

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

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

25

1 BY MS. POPE:

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

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

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

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

14 Q. Caption and the body.

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

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

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

19 MS. POPE: Can you get one?

20 THE WITNESS: How soon could you get one?

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

23 MS. POPE: About 15 minutes.

24 MR. NEWSOME: Off?

25 MS. POPE: On the record.

1 and we will look at what it says.

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

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

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

20 MR. SMITH: This is case which?

21 MS. POPE: Sixteen forty-seven.

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

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

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

1 MS. POPE: Sure.

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

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

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

8 (DVD AG36 is viewed.)

9 BY MS. POPE:

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

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

13 MS. POPE: No.

14 BY MS. POPE:

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

20 (Ms. Jowers exits the room.)

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

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

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

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

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

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

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

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

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

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

9 BY MS. POPE:

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

16 A. Are you referring to a certain paragraph?

17 **Q. Eighteen U.**

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

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

25 A. He identifies himself as attorneys for the

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

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

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

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

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

18 A. Yes, ma'am.

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

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

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

1 (Reporter read the record as requested.)

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

3 it's in litigation --

4 Q. Please answer the question.

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

6 question.

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

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

9 a little bit global.

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

11 answer.

12 A. Okay. Okay.

13 Q. Are the positions of the Attorney General and

14 Russell Bauknight identical in Case 4900?

15 A. As to the charitable beneficiaries, yes.

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

17 Rae Brown?

18 MR. SMITH: Object to the form of the

19 question.

20 MR. NEWSOME: Also object to the form of

21 the question.

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

23 issue is in flux because of the case below that

24 was sent down not being straightened out yet about

25 the parties and the beneficiaries. Mr. Bauknight

1 MR. NEWSOME: Same objections.

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

5 **Q. Do you --**

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

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

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

14 MR. SMITH: Same objection.

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

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

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

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

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

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

3 BY MS. POPE:

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

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

6 **Q. Does it matter?**

7 A. No, but I'm asking you because you said this was.

8 Are we back on to --

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

10 A. I don't recall this document.

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

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

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

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

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

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

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

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

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

7 MR. SMITH: Same objection.

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

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

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

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

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

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

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

1 MR. SMITH: Same objection.

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

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

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

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

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

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

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

1 MR. SMITH: Object to form, also.

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

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

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

11 MR. SMITH: Same objection.

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

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

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

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

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

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

16 A. Okay. I've got it.

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

25 MR. SMITH: Object to the form.

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

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

6 Q. Excuse me, Mr. Jones.

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

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

19 A. Okay. What paragraph --

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

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

24 A. What paragraph are we looking at?

25 Q. Page 9, paragraph U.

1 A. The document speaks for itself.

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

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

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

13 MR. SMITH: Object to scope, also.

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

1 well.

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

5 BY MS. POPE:

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

8 A. No, ma'am.

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

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

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

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

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

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

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

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

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

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

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

22 BY MS. POPE:

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

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

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

17 MR. NEWSOME: Objection as to form.

18 Objection as to --

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

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

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

24 MR. SMITH: Objection as to form.

25 Objection as to beyond the scope.

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

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

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

18 MR. NEWSOME: Same objections.

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

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

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

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

12 (Off the record.)

13 BY MS. POPE:

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

16 A. May I take the rubber band off?

17 Q. Sure.

18 A. Anything I'm specifically looking for?

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

22 MR. SMITH: You said 37?

23 MS. POPE: Yes.

24 A. I am looking for a date.

25 Q. It might be on page 50.

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

3 Q. Yes.

4 A. Okay.

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

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

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

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

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

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

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

24 A. That's what it says.

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

1 General has taken the position that Bob Buchanan
2 and Adele Pope are not entitled to any
3 commissions?

4 A. Yes, ma'am, because that's what the allegations of
5 4900 are about.

6 Q. Well, that's the position of the Attorney General.

7 A. That's the position of Mr. Wingate through
8 Mr. Bauknight in which we were a party to, not
9 only the Attorney General.

10 Q. Well, would it be fair to say that criticism by
11 the Attorney General in connection with your
12 service to a charity is much more troublesome than
13 criticism from heirs?

14 A. Yes, ma'am, that's a fair statement.

15 Q. I'm going to ask you to look at -- you don't
16 recall any -- having voiced --

17 A. No, ma'am.

18 Q. -- or filed any objection to that?

19 A. No, ma'am. I know it was an issue and is going
20 to be an issue and -- but I can't recall what
21 happened with my thoughts at that time.

22 Q. Let's look at the order of Judge Early dated
23 November 20, 2007, AG10. Do you remember that
24 order?

25 A. The 20th, that would be the day that they resigned

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

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

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

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

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

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

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

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

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

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

1 MR. SMITH: Object to form.

2 BY MS. POPE:

3 Q. Do you recall that?

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

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

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

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

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

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

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

1 received any reports from him.

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

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

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

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

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

21 A. Yeah.

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

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

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

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

9 Q. Right.

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

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

18 MR. NEWSOME: Object to form.

19 MR. SMITH: Same.

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

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

1 **General's earliest convenience?**

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

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

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

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

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

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

1 **2008.**

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

4 **Q. Yes.**

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

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

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

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

16 A. That would March of 2008?

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

1 State of South Carolina) In the Court of Common
2 County of Aiken) Pleas
3) Case No: 2013-CP-02-1337

4 Adele J. Pope,)

5 Plaintiff(s),)

6 vs.)

Deposition of

Creighton Waters

February 9, 2017

7 The Estate of James Brown and)
8 The James Brown 2000)
9 Irrevocable Trust,)

10 Defendant(s).)
11

12 Deposition of CREIGHTON WATERS, taken before
13 Frances C. Gray, Verbatim Court Reporter and
14 Notary Public in and for the State of South
15 Carolina, scheduled for 10:00 a.m. and commencing
16 at the hour of 10:07 a.m., Thursday, February 9,
17 2017, at the Office of the Attorney General ,
18 Rembert Dennis Building, 1000 Assembly Street,
19 Columbia, South Carolina.

20
21 Reported by:

22 Frances C. Gray
23
24
25

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

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

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

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

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

18 **Q. It was.**

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

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

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

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

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

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

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

7 **Q. Reopen.**

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

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

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

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

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

5 A. No.

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

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

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

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

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

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

24 A. Sure.

25 **Q. Thank you.**

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

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

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

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

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

11 **A. No.**

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

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

LAST WILL
OF
JAMES BROWN

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

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**LAST WILL AND TESTAMENT
OF
JAMES BROWN**

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

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

ITEM I

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

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

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

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

ITEM II

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

ITEM III

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

ITEM IV

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

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

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

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

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

ITEM V

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

ITEM VI

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

ITEM VII

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

ITEM VIII

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

ITEM IX

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

ITEM X

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

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

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

James Brown (Seal)
James Brown, Testator

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

William Herring (Seal)
(Witness)

Ray D. Fuller (Seal)
(Witness)

The State of South Carolina

County of Richmond

Probate

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

August, 2000.

William Herring (Seal)
Notary Public for SC

My Commission Expires: 3/17/2000

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

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

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IRREVOCABLE TRUST AGREEMENT

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

ARTICLE I

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

ARTICLE II

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

ARTICLE III

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

ARTICLE IV

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

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

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

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

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

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

ARTICLE V

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

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

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

ARTICLE VI

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

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

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

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

ARTICLE VII

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

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

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

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

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

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

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

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

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

ARTICLE VIII

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

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

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

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

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

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

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

ARTICLE IX

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

ARTICLE X

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE XI

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

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

ARTICLE XII

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

ARTICLE XIII

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

ARTICLE XIV

Discretion in Trustee to Terminate Small Trust and Distribute to Income

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

ARTICLE XV

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

ARTICLE XVI

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

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

ARTICLE XVII

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

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

ARTICLE XVIII

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

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

ARTICLE XIX

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

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

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

ARTICLE XX

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

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

ARTICLE XXI

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

ARTICLE XXII

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

END OF PAGE

SEE FOLLOWING PAGE FOR EXECUTION

Trust Agreement of James Brown
c:\6010.1\irrev trust agreement - FNL2

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

WITNESSES:

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

STATE OF South Carolina
GEORGETA)
COUNTY OF Cherokee)
RELMOND)

ACKNOWLEDGMENTS

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

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

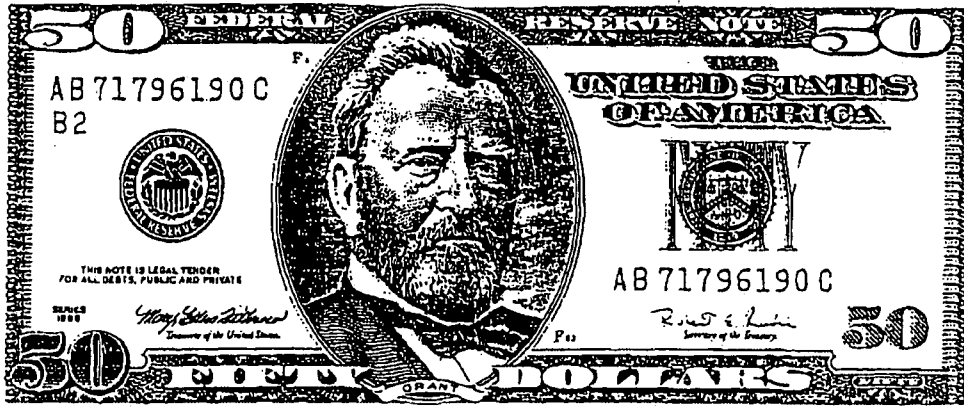
William Herring (Seal)
Signature of Notary Public
WILLIAM HERRING
Printed Name of Notary Public
Notary Public for: SC

My Commission Expires: 7/17/2010

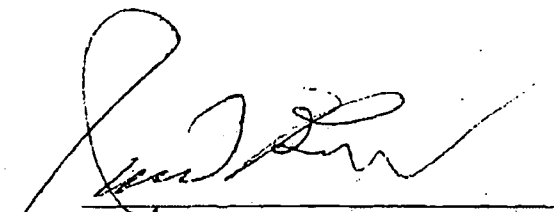
SCHEDULE "A"

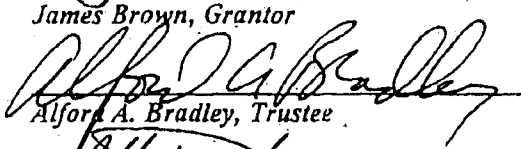
Initial Funding

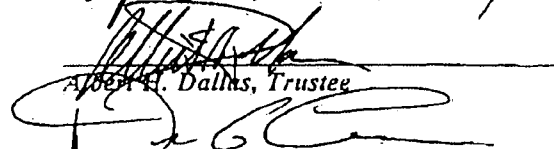
1)

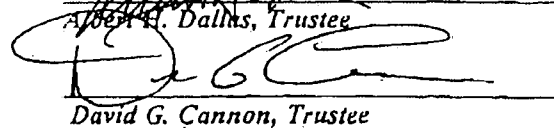


- 2) All ownership interest(s) in James Brown Enterprises, Inc.
- 3) All ownership interest(s) in my primary residence, including all land and improvements located 430 Douglas Drive, Beech Island, SC 29841 together with such other acreage and property within the vicinity. (See Attached Real Estate Description)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


James Brown, Grantor


Alford A. Bradley, Trustee


Albert H. Dallas, Trustee


David G. Cannon, Trustee

SCHEDULE "B"

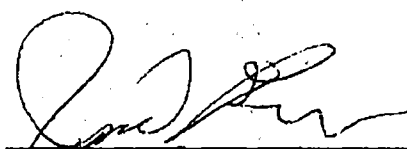
Additional Schedule of Assets

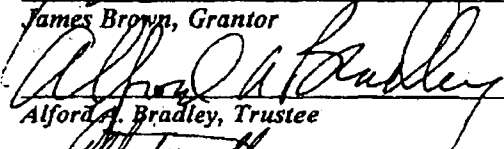
Such assets as may be added (if any)

SCHEDULE "C"

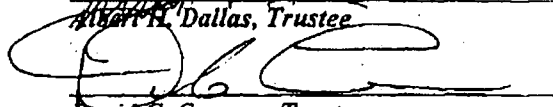
Insurance Policies

(if any)


James Brown, Grantor


Alford A. Bradley, Trustee


Albert H. Dallas, Trustee


David G. Cannon, Trustee

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

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

RECITALS:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

NOW, THEREFORE, IT IS RESOLVED:

FIRST

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

Article VII

...

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

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

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

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

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

SECOND

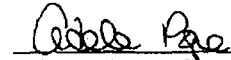
Except as modified above, the Trust shall in all respects remain in full force and effect.

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

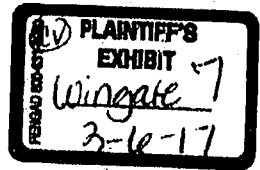
FURTHER RESOLVED, to the extent allowed by law, and necessary under the circumstances, these actions are approved and ratified nunc pro tunc as of the original date of the action.

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

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

 (SEAL)
Adele J. Pope, Trustee

June 20, 1987 →



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

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

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

Index of Orders

(Corresponding to Notebook Tabs)

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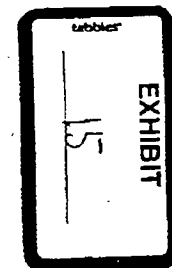
Developing the James Brown Legacy

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

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

June, 2007

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Developing the James Brown Legacy ...a unique opportunity

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

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

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

Annual Revenues of Deceased Celebrities

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

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

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

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

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

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

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

Revenues came from performances and the royalties from the music catalogue

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

Last Will

Irrevocable Trust Agreement

Personal and Household Effects to be equally divided between six children

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

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

All intellectual and real property equally divided between the two trusts

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

All Property

Cash

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

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

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

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

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

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

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

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

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

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

Next Steps ...Activities Needed to Move Forward

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

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

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

The Special Administrators recommend:

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

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

Filed: 6-12-2007
 S. H. F. 100
 J. J. F. 100
 By: *K. W. Duff*

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

resulting in minimal benefit to the Estate/Trust.

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

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

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

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

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

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

a. Whether the October 18, 2006 letter or any of the amounts therein constitute valid claims for which the Estate or a Brown entity should be liable:

b. Whether a sale, as opposed to continued receipt, of the James Brown Royalties, is in the best interest of the James Brown “I Feel Good” Trust, its primary benefactor.

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

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

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

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

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

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

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

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

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

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

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

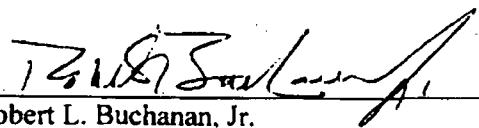
30. GT has made no attempt to allocate its \$149,000 (through 4/07) fee, among the Estate and other plaintiffs, and asserts that the Estate should accept full responsibility for the fee.

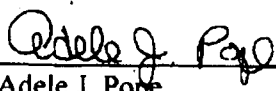
31. The Special Administrators believe that if independent counsel is engaged in the Pullman litigation the Estate will have more time, and, therefore, be in a better position to assess:

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

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

Respectfully submitted,


Robert L. Buchanan, Jr.


Adele J. Pope

June 12, 2007

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

October 12, 2007

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

Dear Mr. Dallas and Judge Bradley:

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

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

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

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

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

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

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

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

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

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

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

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

I look forward to discussing this matter with you further.

Sincerely,

Gray M. Campbell

cc: John T. Sparks, Sr., Esq., Austin & Sparks, P.C.
cc: John H. Tiller, Esq., Haynsworth Sinkler Boyd, P.A.

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

IN THE PROBATE COURT
INVENTORY AND APPRAISEMENT

CASE NUMBER: 2007-ES-02-0056

Filed: 11-15-2007

Sue H. Roe
Judge of Probate

By: [Signature]

☒ ORIGINAL

☐ SUPPLEMENTAL #

11-15-2007
[Signature]
Deputy Clerk
5.30

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

Decedent's Social Security Number: 259-32-3801

Was there a will? ☒ YES ☐ NO

Decedent's Date of Death: December 25, 2006

Domicile at death:

Aiken

SC

(county)

(state)

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

SWORN to me this 15th day of
November 20 07

[Signature]
Notary Public for South Carolina
My Commission Expires: _____

Signature: [Signature]

Name: Albert H. Dallas

Address: Post Office Box 115 Post Office Box 1150
Thomson, GA 30824

E-Mail:

Telephone (O): (706) 595-7170

(H):

Signature: [Signature]

Name: Alfred A. Bradley

Address: 1803 Green Pond RD
Aiken, SC 29803

E-Mail: usabell@bellsouth.net

Telephone (O): 803.648.4201

(H): (803) 652-8443

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

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

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

RECAPITULATION

	Non-Probate	Probate
Schedule A - Real Estate		Unknown
Schedule B - Stocks and Bonds		
Schedule C - Notes Due Decedent and Cash		
Schedule D - Insurance on Person's Life: Part 1 - Payable to Estate		
Part 2 - Payable to Beneficiary		
Schedule E - Jointly Owned Property		
Schedule F - Other Miscellaneous		
Other Assets Payable to Estate		
Schedule G - Transfers during Decedent's life		
Schedule H - Powers of Appointment		NONE
Schedule I - Annuities and Retirement Accounts		NONE
TOTAL GROSS VALUE	\$ 65,683,582.99	
ENCUMBRANCES	(0)	
TOTAL NET WORTH	\$ 65,683,582.99	



2636

bond indebtedness secured thereby, and multiplying the sum by 66.66512% (the ownership interest of James Brown Enterprises, Inc. in James Brown LLC). The net realizable value of James Brown Enterprises, Inc. upon the sale of its assets and liquidation to the trust will necessarily be less than the value above, since it is a C corporation for federal income tax purposes and obtained no step up in the inside basis of its assets for income tax purposes. These trust assets are includable in the deceased's taxable estate under IRC Section 2036 (a). The value of the persona and other tangible and intangible rights associated with James Brown, his image and likeness, is estimated to be \$50,000,000 and the other one half of the \$100,000,000 offer and is included in Schedule F, net of items listed elsewhere herein. The Schedule F amount may be determined by the Court to be owned by James Brown Enterprises, Inc., which is 100% owned by the Irrevocable Trust of August 1, 2000, and therefore not part of the probate estate. None of this value in Schedule G is payable to the estate, but is includible in the federal gross taxable estate before deductions.

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

TOTAL SCHEDULE G

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

\$ 28,332,792.00

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

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

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

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

If "yes", please describe and list total amount payable to estate.

\$

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

S _____ **None**

None

SCHEDULE I - Annuities and retirement (IRA's, 401(k), Etc.)

Did Decedent own any accounts as described above? ☐ YES ☒ NO

If "yes", is the estate designated as the beneficiary of these accounts? ☐ YES ☐ NO

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

\$ None

None

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

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

[illegible]

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

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

AS TO THE TANGIBLE PERSONAL PROPERTY

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

but without prejudice.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

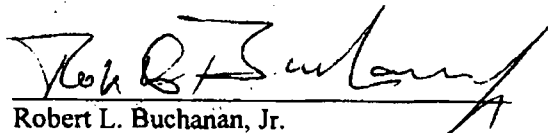
- b. The preservation of Tangible Personal Property (TPP) which belongs to one or more of the following: James Brown Enterprises, Inc; ~~and~~ the James Brown Irrevocable Trust; ^{and the Estate}
- c. Inventory and appraisal of the TPP, with mixed ownership as described above;
- c. Payments to the accountant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

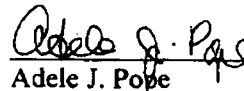
12. The SAs are informed and believe that the maintenance of a loan system, through one or more combined accounts, with full records so that complete reconciliation may be made as soon as there is adequate liquidity and ownership is determined, is in the best interest of both the Estate and Trust, and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

AS TO THE PAYMENTS BY WEDGE

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

Respectfully submitted,


Robert L. Bucharian, Jr.


Adele J. Pope

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

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

OMB No. 1545-0132

For tax year ending
12-31-2006

(Enter month and year.)

Employer identification number

Please
Type
or
Print

Name
BROWN, JAMES ENTERPRISES, INC

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

P O BOX 691

City or town, state, and ZIP code

BARNWELL SC 29812

Telephone number (optional)

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

SAME

Internal Revenue Service Center
where original return was filed

OGDEN UTAH

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

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

Payments and Credits (see instructions)

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

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

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

Sign
Here

Under penalties of perjury, I declare that I have filed an original return and that I have examined this amended return, including accompanying schedules and statements, and to the best of my knowledge and belief, this amended return is true, correct, and complete. Declaration of preparer (other than taxpayer) is based on all information of which preparer has any knowledge.

Signature of officer
Phillip G. Farr CPA, POA

Date
9-26-07

Title
POA FORM 2848 ATTACHED

Paid
Preparer's
Use Only

Preparer's signature
Phillip G. Farr CPA

Date
9-26-07

Check if self-employed ☐

Preparer's SSN or PTIN
260-598-312

Firm's name (or yours if self-employed), address, and ZIP code
PHILLIP G FARR CPA PC
104 COBB ST THORNHILL GA 30068

EIN 582-598-312
Phone no. 706-595-7520

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

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

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

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

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

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

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

2006 SCHEDULE

ADD THREE COLUMN INDIVIDUALLY SCHEDULE			
DESCRIPTION	COLUMN A	COLUMN B	COLUMN C
SCHEDULE K; QUESTION 5			
JAMES BROWN IRREVOCABLE TRUST			
A GRANTOR-TYPE TRUST UNDER IRC SEC 671-678			
430 DOUGLAS DRIVE			
BEECH ISLAND SC 29841			
EIN 57-8188878			
CONTRIBUTION CARRYFORWARD FROM 12/31/96			
TOTALS			

Adele J. Pope, P.C.

ATTORNEY AT LAW

Certified Specialist in Estate Planning and Probate Law

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

November 21, 2007

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

BY FAX OR MAIL

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

Dear Sonny:

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

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

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

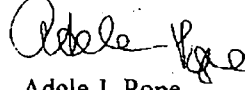
The James Brown 2000 Irrevocable Trust was clearly an inter vivos trust, into which at a very minimum, the real estate was deeded during Mr. Brown's lifetime. It has received, or by its terms will receive, what we hope will be many millions of dollars. Under the formula clause, we hope the bulk of that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

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

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

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

Sincerely,



Adele J. Pope

AJP:kfr

cc: (with copy of your e-mail)

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

Adele J. Pope

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



James Brown
Legacy initial off...

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

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

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

Please advise. Thanks.

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



JONES DEC. 6, 07 email to
Buchanan/ Pope

Adele J. Pope

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


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

Please advise. Thanks.

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

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

STATE OF SOUTH CAROLINA

COUNTY OF AIKEN

IN RE:

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

IN THE COURT OF COMMON PLEAS

Civil Action No. 2007-CP-02-0122

**AFFIDAVIT OF
DARREN JULIEN**

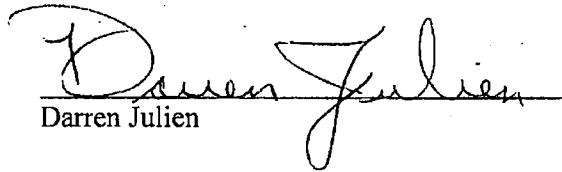
Before me, the undersigned notary public, personally came and appeared: Darren Julien,
who being duly sworn, deposed and said:

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

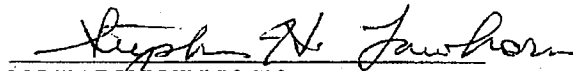
6. In October of 2007, at the request of Mr. Albert "Buddy" Dallas, I toured the Brown estate in order to get a general idea of the inventory. This was my one and only visit to the Brown estate.
7. I did not know Mr. Dallas at the time and this was my first meeting. In my dealings with Mr. Dallas, I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

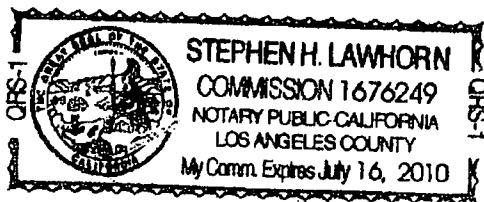
13. Ms. Adele Pope's assertion that Mr. Dallas directed or encouraged me to speak to the press is categorically denied.
14. At this time and because of Ms. Adele Pope's actions and allegations, we no longer desire to work with the estate of James Brown.
15. Attached hereto as Exhibit "A" is an email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

FURTHER AFFIANT SAYETH NOT.


Darren Julien

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


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



Byrd, R. Wayne

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

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

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

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

Hey Lee,

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

Darren

No virus found in this incoming message.

Checked by AVG Free Edition.

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

CERTIFICATE OF SERVICE

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

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

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

louis@levensonlaw.com

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Lewis & Babcock, LLP
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kmb@lewisbabcock.com

Robert L. Buchanan, Jr., Esq.
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rlbuchananjr@bellsouth.net

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Robert Rosen, Esq.
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David Bell, Esq.
Bell & Bell Associates
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Augusta, GA 30903-1011
davidbell@davidbelllawfirm.com

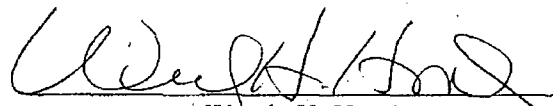
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mattbodmanlaw@aol.com

C. Havird Jones, Jr. Esq.
Senior Assistant Attorney General
P.O. Box 11549
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AGSJones@ag.state.sc.us

A. Peter Shahid, Jr., Esq.
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shahidlo@bellsouth.net

James D. Bailey, Esq.
P.O. Box 2376
Aiken, SC 29802
jdbaileylaw@bellsouth.net

David L. Michel, Esq.
15 State Street
Charleston, SC 29401
e-mail: d_michel@yahoo.com


Wendy H. Hood

ZUMWALT, ALMON & HAYES PLLC

Music Row • Established 1983

[About the Firm](#) [Our Attorneys](#) [Links](#) [Contact Info](#) [Home](#)
RAY GONZALEZ, ESQ.

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

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

 [Download V-card](#)

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

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

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

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

Copyright 2004 - Zumwalt, Almon & Hayes, PLLC



Ray Gonzalez

500+
connections

Vice President, Legal, Music at Warner Bros. Entertainment

Burbank, California Entertainment

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

View Ray's full profile to see his full experience, education, and more.

[View Ray's Full Profile](#)

Experience

Vice President, Legal Affairs, Music

Warner Bros. Entertainment Inc.

February 2015 – Present (1 year 9 months)

Partner

Chapman Spingola, LLP

June 2012 – January 2015 (2 years 8 months)

Of Counsel

Shackelford, Zumwalt & Hayes

January 2011 – May 2012 (1 year 5 months)

Partner

Zumwalt, Almon & Hayes PLLC

January 2007 – December 2010 (4 years)

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

Business & Legal Affairs

Warner Bros. Records Inc.

1990 – 2006 (16 years)

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

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Music / Entertainment

Bekki Newton
Director, Music at The CW Television Network

stacy wallen
Music Supervision & Licensing at NBC Universal

**EXHIBITS TO INITIAL DESIGNATION OF EXPERTS AND
DISCLOSURE OF OPINIONS
Case No. 2013-CP-0201337**

- Exhibit 1 Affidavit/Expert Opinion of Richard B. Alexander (w/o exhibits)
- Exhibit 2 CV (current and former) of Ray Gonzalez, Esq., Entertainment Counsel engaged by Defendants (Buchanan and Pope)
- Exhibit 3 CV (current and former) of Alan F. Rothschild, Jr., Esq., Exempt Organization Counsel engaged by Defendants (Buchanan and Pope)
- Exhibit 4 Ltr. of Buchanan and Pope to Wm Klett, Esq. dtd. June 24, 2009 re: Corbis/Greenlight 2-year Publicity Rights Contract proposed by Buchanan & Pope
- Exhibit 5 Carpenter Petition for Writ of Certiorari, In re: THE ESTATE OF JAMES BROWN, February 17, 2015 with:
- Appendix Table of Contents and
- App. 72a Ltr. from Pope to the Honorable Alan Wilson and Others (April 3, 2014)
- App. 78a DNA & DIGNITY
- App. 130a Ltr. to Pope from Anita Knoepfle returning pleadings (May 30, 2014)
- App. 137a Ltr. of Attorney General McMaster to Pope and Buchanan (July 30, 2008)
- App. 139a Ltr. of Pope to the Honorable Alan Wilson (June 26, 2013)
- Appt. 143a Ltr. of Pope to the Honorable Alan Wilson (Sept. 16, 2013)
- Exhibit 6 Affidavit/Expert Opinion of Rita B. Cullum, now Rita B. Caughman, dtd. March 4, 2008
- Exhibit 7 Affidavit/Expert Opinion of James C. Hardin III
- Exhibit 8 Portion, 990-PF The Graham Foundation (2013)
- Exhibit 9 Portion, 990-PF, The Pope-Brown Foundation (2013)
- Exhibit 10 Affidavit/Expert Opinion of W. Steven Johnson, Esq.
- Exhibit 11 CV, W. Steven Johnson, Esq.

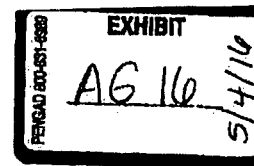


Exhibit E

HARDSHIP REQUEST

Application for Extension of Time To File a Return
and/or Pay U.S. Estate
(and Generation-Skipping Transfer) Taxes

OMB No. 1545-0181

Form

4768

(Rev. January 2008)
Department of the Treasury
Internal Revenue Service

Identification		
Decedent's first name and middle initial James	Decedent's last name Brown	Date of death 12/25/2006
Name of executor ROBERT L. BUCHANAN, JR.	Name of application filer (if other than the executor)	Decedent's social security number XXXX-XX-XXXX
Address of executor (Number, street, and room or suite no.) 212 Newberry Street, NW		Estate tax return due date 09/25/2007
City, state, and ZIP code Aiken, SC 29801	Domicile of decedent (county, state, and ZIP code) South Carolina	Daytime telephone number

Part III Extension of Time To File Form 706, 706-A, 706-D, 706-NA, or 706-QDT (Section 6081)**Automatic Extension**

If you are applying for an automatic 6-month extension of time to file:

- Form 706, check here ☐
- Form 706-A, 706-D, 706-NA, or 706-QDT, indicate the form by checking the appropriate box below.
☐ Form 706-A ☐ Form 706-D ☐ Form 706-NA ☐ Form 706-QDT

Additional ExtensionIf you are an executor out of the country applying for an extension of time to file in excess of 6 months, check here ☐

Also you must attach a statement explaining in detail why it is impossible or impractical to file Form 706 by the due date. See the instructions.

Enter extension date requested

Part III Extension of Time To Pay (Section 6161)You must attach your written statement to explain in detail why it is impossible or impractical to pay the full amount of the estate (or GST) tax by the return due date. If the taxes cannot be determined because the size of the gross estate is unascertainable, check here ☐ and enter "-0-" or other appropriate amount on Part IV, line 3. You must attach an explanation.Enter extension date requested
(Not more than 12 months)

- If this request is for the tax that will be or was due with the filing of Form 706, check here ☐
- If this request is for the tax that will be due as a result of an amended or supplemental Form 706, check here ☐
- If this request is for additional tax due as a result of an examination of your Form 706, check here ☐
- If this request is for a section 6166 installment payment, check here ☐

Part IV Payment To Accompany Extension Request

1	Amount of estate and GST taxes estimated to be due	1	
2	Amount of cash shortage (complete Part III)	2	
3	Balance due (subtract line 2 from line 1) (see instructions)	3	0 00

Signature and Verification

If filed by executor—Under penalties of perjury, I declare that I am an executor of the estate of the above-named decedent and that to the best of my knowledge and belief, the statements made herein and attached are true and correct.

Robert L. Buchanan, Jr. Co-Personal Rep. *3/24/08*
Executor's signature Title Date

If filed by someone other than the executor—Under penalties of perjury, I declare that to the best of my knowledge and belief, the statements made herein and attached are true and correct, that I am authorized by an executor to file this application, and that I am (check box(es) that apply(ies)):

- ☐ A member in good standing of the bar of the highest court of (specify jurisdiction) ▶
- ☐ A certified public accountant duly qualified to practice in (specify jurisdiction) ▶
- ☐ A person enrolled to practice before the Internal Revenue Service.
- ☐ A duly authorized agent holding a power of attorney. (The power of attorney need not be submitted unless requested.)

Filer's signature (other than the executor)

Date

For Paperwork Reduction Act Notice, see separate instructions.
DXA

Form 4768 (Rev. 1-2008)

HARDSHIP REQUEST FOR EXTENSION TO PAY ESTATE TAXES

ESTATE OF JAMES BROWN

Social Security Number: ~~266637006~~

Date of Death: December 25, 2006

Date of Request: March 25, 2008

The undersigned Personal Representatives of the Estate of James Brown request an extension of 1 year, until March 25, 2009 to file and pay Estate Taxes with respect to James Brown, deceased, who died on December 25, 2006.

The Personal Representatives are:

Robert L. Buchanan, Jr.
212 Newberry Street, NW
Aiken, South Carolina 29801
Phone (803) 649-2586, Ext. 203

Adele J. Pope
1218 Taylor Street
P. O. Drawer 7125
Columbia, South Carolina 29202-7125
Phone (803) 779-1870

The address of the Estate is the address of Robert L. Buchanan, Jr., given above. Decedent died a resident of 930 Douglas Drive, Beech Island, Aiken County, South Carolina 29842.

The Personal Representatives also serve as Trustees of an Irrevocable Trust created by James Brown on August 1, 2000, known as the "2000 Trust".

The PR/Trustees were appointed by Order of the Aiken County Circuit Court on November 20, 2007, to replace three former PR/Trustees who had resigned. They were:

David G. Cannon
P.O. Box 865
Barnwell, SC 29812
Date of Resignation: August 10, 2007

Albert H. Dallas
PO Box 1150
Thomson, GA 30824-1150
Date of Resignation: November 20, 2007

Alfred A. Bradley
1803 Green Pond Road
Aiken, SC 29803
Date of Resignation: November 20, 2007

2663

The above former Trustees Cannon, Dallas and Bradley were named and served as Trustees of the 2000 Trust from August 1, 2000 until the dates of their respective resignations. They were appointed PRs on January 18, 2007. PR/Trustees Dallas and Bradley have tried to withdraw their resignations. They were denied reconsideration of the Order accepting their resignation by Order of the Circuit Court dated March 7, 2008. That Order is being appealed by them.

CASH FLOW:

As of the date of this request, the Estate/Trust has approximately the following cash or equivalents:

Cash in banks	\$20,000
Cash in Savings	4,000
Brokerage MM Account	<u>4,000</u>
	\$ 28,000 ¹

When the former PR/Trustees resigned they had not prepared or filed a date-of-death Inventory & Appraisal of the Estate of James Brown or a date-of-death Statement of Assets and Liabilities of the 2000 Trust. Further, they have not accounted for their actions either as PRs or Trustees. They have been ordered to do so by the Court. Former Trustee Cannon had refused to account, asserting that he believes the delivery of approximately 30 boxes of documents constitutes an accounting.

Former Trustees Bradley and Dallas, as of the date of this request, should deliver an accounting to the Court for their services as PR and separately as Trustees, about June 10, 2008. Their appeal of the court's Order directing them to account is expected to cause further delay and hardship to the Estate in its ability to sort out what are the asset of the Estate and Trust, and their values.

When assets are described in this Request as owned by the Estate or the 2000 Trust, they may be owned by James Brown Enterprises, Inc. [JBE, Inc.]. Because of the failure of the former PR/Trustees to keep adequate records, actual ownership among these entities may not be finally determined for years.

What is known with respect to JBE, Inc. is the following:

1. It is a South Carolina Corporation, wholly owned in 1999 by Mr. Brown.
2. In 1999 JBE, Inc. was determined to own approximately 2/3s of the Artist's share of royalties to approximately 800 of Mr. Brown's songs. (Mr. Brown was designated as the owner of the other approximately 1/3.)

In 1999, prior to the creation of the 2000 Trust, JBE, Inc. and Mr. Brown entered into a complex

¹ \$20,000 of the above amount belongs to M&T Bank, Trustee of the Royalty-backed Note discussed below which TIAA, the Noteholder, has allowed the Estate to retain to pay necessary costs to assist with the recovery of about \$373,000 due from Cannon to M&T in connection with \$900,000.00 he misappropriated about August 1, 2006.

(PRs have recently learned that the person claiming to be the spouse was paid a death benefit of approx \$30,000)

Schedule E - Jointly Owned Property ..	\$
Schedule F - Other Miscellaneous. . .	\$
Royalties, image, persona, publicity rights, and all rights associated w/ unpublished songs.	\$ 80,000,000
Corbis Claim	\$ Unknown
Tangible Personal Property, as per Christie's valuation	\$ 1,400,000
Claim against Cannon, Dallas, Bradley and others for losses b/w 1999 and 2008.	\$ 10,000,000
Schedule G - Transfers during Decedent's Life	\$ See F, above
Schedule H - Powers of Appointment. . .	\$
Schedule I - Annuities.	\$
TOTAL GROSS VALUE.	\$ 91,600,000
ENCUMBRANCES	\$
\$26 Million Royalty-Backed Note	\$ (20,000,000)
Expenses of Administration	\$ (4,000,000)
Date-of-death value of defense of approximately \$65,000,000 in claims against the Estate/Trust filed by Pullman, former PR/ Trustees, Bobbitt, Intrigue, GT and others, including administrative claims.	\$ (5,000,000)
TOTAL NET WORTH.	\$ 62,600,000

Assuming that the Estate Plan is upheld, the calculation of the Taxes will be as follows:

TOTAL NET WORTH	\$ 62,600,000
Distributed as follows:	
Personal and Household Effects (Approx \$1 Million) to children	
(Brown Family Education Trust non-charitable \$2 Million)	
James Brown "I Feel Good" Trust (charitable)	\$ 59,600,000
Taxable Estate	\$ 3,000,000

Federal and S.C. Estate Taxes

\$ 460,000 plus interest from September 25, 2007

The weekly maintenance cost for the protection of the assets and defense of the Estate Plan is more than \$4,000. The Estate/Trust is expected to have no cash flow in approximately 5 weeks. The Estate has more than \$350,000 in administrative costs that have been approved by the Court, but cannot be paid. There is no money to insure assets, and the Court has been so notified.

By Court Order dated February 20, 2008, a sale of a selection of pieces of Tangible Personal Property was ordered. The items are to be sold by Christie's. The Order required a selection and notification process. As of the date of this Order, the final approval process is not complete.

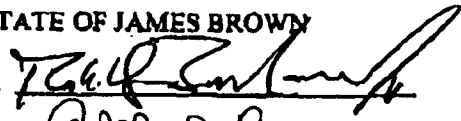
The PR/Trustees intend to make a substantial deposit toward the Estate Taxes when the net proceeds of the Christie's sale are received. This is estimated to be in September or October if the Christie's sale proceeds according to the Court-Ordered schedule.

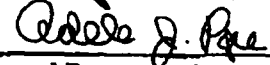
There are numerous contingencies, including a claim by a putative spouse; claims by 5 of 6 children to set aside Will; suit filed in Federal Court by a grandchild to contest the appointment of the PR/Trustees and seek the return of prior PR/Trustees; objection by the Attorney General of the State of South Carolina to the appointment of these PR/Trustees in both capacities (which objection was based primarily on affidavit by former PR/Trustees); claim by former PR/Trustees Dallas and Bradley that William Hammond, former attorney for the Estate/Trust, was named a Successor Trustee on or about July 26, 2007 (This purported designation was not disclosed to any Interested Parties or the Court until March 7, 2008.); claims by former PR/Trustees Dallas and Bradley that these PR/Trustees have no authority to act; and numerous other claims and objections.

In short, this Estate does not have the funds to pay the Estate Taxes; the beneficiaries have refused to pay their apportioned portion of the Estate Taxes as shown on Exhibit A; and, because of the failure of the former PR/Trustees to maintain adequate records, the date-of-death assets of the Estate, Trust and Related entities, and their values, are not known at this time and are not expected to be known for some time. It is, therefore, not possible to prepare an accurate Estate Tax Return at this time.

Respectfully submitted,

ESTATE OF JAMES BROWN

By: 

And: 

Its Personal Representatives

**FIRST SEMI-ANNUAL REPORT
TO DEVISEES, BENEFICIARIES AND ATTORNEY GENERAL**

Robert L. Buchanan, Jr. and Adele J. Pope
PR/Trustees, Estate of James Brown, James Brown 2000 Irrevocable Trust
(November 20, 2007 - May 20, 2008)

The undersigned present the following summary report of their activities as PR/Trustees for the first six months of their service commencing on November 20, 2007.

BACKGROUND

The PR/Trustees were appointed to serve under the Will of James Brown dated August 1, 2000 and the James Brown 2000 Irrevocable Trust dated August 1, 2000. These documents constitute the Estate Plan of James Brown. Pursuant to the appointment Order they have all of the authority and responsibility under the documents other than the obligation to name a third PR/Trustee.

A. Prior Service as Special Administrators (SAs)

The PR/Trustees served as non-fiduciary SAs from March 7, 2007 until November 20, 2007. Their charge was to oversee the actions of David Cannon, Albert Dallas and Alfred Bradley, who served as PR/Trustees until their resignations. **The primary challenges during this period were:**

1. **Obtaining critical information about the Estate, Trust and Brown Entities.**
 2. **Preventing Cannon, Dallas and Bradley from selling Estate/Trust Assets and paying themselves between \$5 Million and \$17 Million; exposing the Trust/Estate to excessive claims; and exposing the James Brown "I Feel Good" Trust to disqualification. [See Exhibit 1 - Estimated costs of proposed sales by Cannon, Dallas and Bradley.]**
 3. **Discovery of \$900,000.00 misappropriation and other secret dealings of former PR/Trustees Cannon, Dallas, Bradley, with W. Hammond, P. Farr, Powell Goldstein and others.**
 4. **Failure of Dallas, Cannon and Bradley to Inventory or account for assets of Estate/Trust, or properly administer Estate/Trust.**
 5. **Spousal/Elective Share Claims.**
- B. Primary Accomplishments of the Period from March 7, 2007 - November 20, 2007:**

With the help of many members of the family of Mr. Brown, the following things were

accomplished between Mr. Brown's death and November 20, 2007:

1. **Central location of many Estate/Trust records.**
2. **Prevention of sale of Estate/Trust Assets** with no study or analysis, and for the primary benefit of Cannon, Dallas, Bradley, Copsidas, and Greenberg Traurig ("GT") under the "October 18/20 Letter".
3. **Immediate and Permanent resignations of Cannon, Dallas & Bradley.**
4. **Return of \$350,000 of the \$900,000 taken from the 2000 Trust in 2006.**

SERVICE OF PR/TRUSTEES FROM NOVEMBER 20, 2007 - MAY 20, 2008

A. Primary Challenges.

Since our appointment as PR/Trustees on November 20, 2007 the Estate Plan of James Brown has faced new and greater challenges. **The major new challenges to the Estate/Trust are:**

1. **Defending Contest of Will and 2000 Trust by 5 of Mr. Brown's 6 acknowledged children and others, further threatening the James Brown "I Feel Good" Trust.**
2. **Federal Lawsuit filed by Forlando Brown seeking return of Dallas, Cannon and Bradley as Trustees of the 2000 Trust and to paralyze the ability of Trustees to act.**
3. **Stabilizing Estate/Trust and preventing "fire sale" of major assets.**
4. **Preventing return of Cannon, Dallas & Bradley as PR/Trustees.**
5. **Preparing to defend more than \$46 Million of claims against Estate.**
6. **Recovery of losses caused by Cannon, Dallas, Bradley and others.**

B. Summary of Actions taken during first Six Months of Service:

PR/Trustee Cannon resigned on August 10, 2007, and PR/Trustees Dallas and Bradley resigned on November 20, 2007 leaving the Estate/Trust in a deplorable financial condition and the Tangible Personal Property unprotected. These problems were exacerbated by the fact that the former PR/Trustees had no accurate records of assets, liabilities and/or income and expenses of the Estate or the 2000 Trust, and have never prepared appropriate accountings of their acts as PR/Trustees.

Six months after their resignation, **Dallas and Bradley have not yet filed an accounting** for the Estate and Trust. (By Court Order, their accountings as both PR and Trustees are due in

the Court on or about June 5, 2008.) Cannon, who resigned 10 months ago, repeatedly asserts his 5th amendment rights, refusing to answer questions about the Trust/Estate's finances.

In the face of these conditions, our primary concern has been to protect the tangible assets of the Estate/Trust and try to stabilize the Estate/Trust's financial condition enough to effectively defend the Estate Plan; begin recovery of losses caused by Cannon, Dallas and Bradley; and prevent a "fire sale" of the masters, royalties, image and persona, which are the primary assets of the Estate/Trust. Those matters are discussed in detail below.

C. Defense of Estate Plan

The PR/Trustees consider the greatest challenges to Mr. Brown's Estate Plan to be:

- a. Contest of the Will and Trust by 5 children and others.
- b. The Elective Share/Spousal Claims.
- c. Attempts by Cannon, Dallas and Bradley to be reinstated as PR/Trustees.

Since November 20, 2007, we have actively sought the assistance of the Attorney General of South Carolina in the defense of the Estate Plan of Mr. Brown and prevention of the return of Cannon, Dallas and Bradley as PR/Trustees. (See letter of AJP to C. Havird Jones dtd. 11/21/07.)

Between November 20, 2007 and the filed challenges to the Will and Trust in late December 2007, the PR/Trustees, through counsel, actively encouraged family members not to contest the Estate Plan of Mr. Brown. They urged that the 2000 Will and 2000 Trust (absent Cannon, Dallas and Bradley) accurately represent Mr. Brown's lifelong stated wishes.

The PR/Trustees' informal attempts to prevent challenges to Mr. Brown's Estate Plan were unsuccessful.

Despite the actions of Cannon, Dallas and Bradley, the PR/Trustees believe that the 2000 Will and 2000 Trust accurately reflect Mr. Brown's desires with respect to the disposition of his property at both the time of their execution and at his death. The PR/Trustees continue to actively defend the Estate Plan.

D. Defense of Spousal/Elective Share Claim

Based on representations of the children of Mr. Brown, his former counsel, the Brown Historical Records and the Public Records, the PR/Trustees believe that Tommie Rae Hynie Brown was not the surviving spouse of James Brown at his death. They will continue to defend against the Elective Share/Spousal claims.

The PR/Trustees have actively sought to coordinate the defense of the Estate Plan and the Elective Share/Spousal claims with the Attorney General of South Carolina.

The PR/Trustees would also like to join with Forlando Brown in the defense of Mr.

Brown's Estate Plan. His relationship with former PR/Trustees Dallas and Bradley and his attempts to return them as Trustees, however, make cooperation difficult at this time.

E. Stabilizing Estate/Trust Administration

Between November 20, 2007 and May 20, 2008 the PR/Trustees have taken a number of steps to stabilize the administration of the Estate/Trust. They include:

1. **Filing of Application for Recognition of James Brown "I Feel Good" Trust.**
On December 6, 2007 the PR/Trustees applied for recognition of the James Brown "I Feel Good" Trust. (The former PR/Trustees had failed to take this action for more than 6 years.)
2. **Paying overdue security, insurance, appraisal, and storage fees not paid by the former PR/Trustees.**
3. **Terminating relationships with Intrigue Music Management (Frank Copsidas) and others who worked closely with former PR/Trustees Cannon and Dallas.**

F. Continuing work to prevent the Return of Cannon, Dallas & Bradley as Trustees

G. Protection of Tangible Asset of Estate/Trust

On November 20, 2007, the Tangible Personal Property (TPP) located at Mr. Brown's home estate was at great risk because of the Estate/Trust's financial condition. A sale of some items was required to raise funds to protect the Estate Plan. During the last 6 months, the following has taken place:

1. **Since January, 2008 approximately 70 Boxes of Masters, audio tapes and similar assets were shipped under secure conditions to an audio/film storage facility.**
2. **Approximately 360 lots have been placed with Christie's in New York, for sale at auction.**
3. **Pursuant to the request of the PR/Trustees, agreement of family members and Court Order, more than 3000 items have been placed with South Carolina State University's I.P. Stanback Museum and Planetarium, the South Carolina State Museum, The Lucy Craft Laney Museum of Black History and the Augusta Museum of History. These will be held for safekeeping (on loan) for up to 3 years while final disposition is being determined.**
4. **The PR/Trustees will seek Court approval on June 6, 2008 to Distribute or Sell (as their ultimate interests appear) much of the remaining TPP located at the Home Estate to Mr. Brown's 6 acknowledged children, James Brown II and Tommie Rae Hynie Brown. [The Estate Tax value of this Distribution/Sale is estimated to be less**

than \$250,000, but the property is believed to be of great personal value to his family. See proposal for details.]

5. Mr. Brown's capes and several other TPP issues remain unresolved. The PR/Trustees will continue to investigate, and seek counsel, when funds are received from the Christie's sale.

H. Quitclaim of Joseph Brown Home to certain family members.

With the consent of all acknowledged children of James Brown, and without objection of the Attorney General, the PR/Trustees are quitclaiming the Estate's interest in the home and contents of Mr. Brown's father, Joseph Brown, located in Augusta, Georgia, for \$60,000, taking 10% down and a note with Security Deed for the remainder. Sale is expected to close within 10 days.

I. Home Estate, Beech Island.

The PR/Trustees have determined that retaining the Home Estate is not consistent with the mission of the James Brown "I Feel Good" Trust. Pursuant to Court Order dated February 20, 2008, the PR/Trustees are seeking a museum purchaser for the home.

The museum purchaser may be either for-profit or not-for-profit. The PR/Trustees hope to be able to retain a portion of the acreage for ultimate use by the James Brown "I Feel Good" Trust in conjunction with a museum on the main Estate.

Certain children of Mr. Brown have offered less than \$1 Million for the property.

The PR/Trustees have ordered an appraisal of the property. After the appraisal is received, the PR/Trustees intend to actively pursue a museum-type sale of the property.

J. Proceedings for the Recovery of Losses Caused by Cannon, Dallas, Bradley and others.

1. On January 9, 2008 the Court approved the engagement by the PR/Trustees of Kendall Few, Esquire and James Gilreath, Esquire. With their assistance, the Estate/Trust now has pending the following actions for recovery of losses since 1999:

- a. Action against Cannon, Dallas, Bradley, GT, Enterprise Bank & Phil Farr pending in the Circuit Court for Aiken County, case number 2008-CP-02-322, seeking losses since 1999.
- b. Arbitration and Federal Court actions against Morgan Stanley related to the depletion of the 1999 Royalty-Backed Note proceeds.

2. In addition, the PR/Trustees, with James Bailey as counsel, are defending against the

approximately \$16 Million in claims filed by Cannon, Dallas & Bradley against the Estate. [See Exhibit 2.]

3. The PR/Trustees are defending the Forlando Brown Federal suit seeking the return of Cannon, Dallas & Bradley as Trustees (through voiding our appointment) and injunction to prevent the Trust from taking action.

4. The PRs disallowed GT's \$155,000 claim, and no suit was filed.

5. The PR/Trustees, represented by Matt Ballenger of Hogan & Hartson, were successful in dismissing the counterclaim by Pullman in the New York Litigation. [Details upon request.] An appeal may be taken by Pullman. [The PRs also intend to disallow Pullman's \$31 Million claim against the Estate.]

PROJECTIONS FOR NEXT SIX MONTHS

A. Receipt of Christie's Sale Proceeds:

The PR/Trustees have been severely restrained by the lack of funds. As soon as the Christie's sale proceeds are received, they hope to do the following:

1. Complete Estate Tax Return by September 25, 2008, and pay the approximately \$500,000 of Estate Taxes and Interest due.
2. Proceed with an aggressive search for a museum purchaser of the Home Estate. (Reserving some acreage for the Trust.)
3. Disallow approximately \$33 Million of pending claims, and be prepared for active defense of Petitions for Allowance of Claims. [See Exhibit 3 for claims of former attorneys/advisors of Cannon, Dallas and Bradley.]
4. Continue active defense of the Estate Plan of James Brown.
5. Continue active defense against the Spousal/Elective Share claims.
6. Work with entertainment counsel to enhance royalties, image and persona of Mr. Brown (without paying 50% of the gross, as proposed by Dallas, Cannon & Bradley).

B. Assistance with Possible Settlement.

The PR/Trustees believe that if they are joined by the Attorney General in a vigorous defense of the Estate Plan and rejection of the Spousal/Elective Share claim, the Estate/Trust will, within 6 months, be in a posture to evaluate and perhaps enter into a full settlement.

C. No sale of Royalties, Image and Persona.

Based on available information, the PR/Trustees do not believe that any sale of the royalties, image, or persona of Mr. Brown should be considered for **at least 2 - 5 years**. Mr. Brown's royalties from his approximately 800 published songs exceed \$3 Million annually. These Royalties have substantially reduced the TIAA debt since Mr. Brown's death.

The former PR/Trustees entered into only 1 substantial contract [James Brown - Boston project with David Leaf] between Mr. Brown's death and November 20, 2007 (ab. November 1). The current Trustees have entered into one substantial contract for a Musical Television Tribute to James Brown. [Confidential details available upon request.]

The PR/Trustees, over the next six months, will explore with entertainment counsel future enhancement of Mr. Browns' royalties, image and persona. Challenges to our authority as PR/Trustees by the Attorney General (based on erroneous information), former PR/Trustees Cannon, Dallas and Bradley and Forlando Brown have slowed, but not defeated, progress in these areas. The PR/Trustees are hopeful that these challenges will dissipate, allowing the Estate/Trust to enhance its potential. [Confidential details available upon request.]

REQUEST THAT ATTORNEY GENERAL AND FAMILY EXPLORE SETTLEMENT

The PR/Trustees are currently participating in at least 9 lawsuits for the benefit of the Estate/Trust, including:

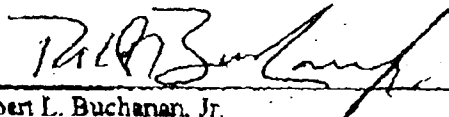
1. **Corbis** (Chicago) Litigation - brought by Mr. Brown in the name of the New James Brown Enterprises, et al, prior to his death.
2. **Pullman** (New York) Litigation - brought on behalf of James Brown Enterprises, Inc. by GT after the 2006 collapse of the Royal Bank of Scotland deal in May, 2006. Resulted in \$8 Million counterclaim by Pullman which our counsel has successfully defended as moot. [Appeal may follow.]
3. **Cannon suit against the Estate** on claim for more than \$6 Million.
4. **Dallas suit against Estate** on claim for more than \$5.5 Million.
5. **Bradley suit against Estate** on claim believed to be more than \$5 Million.
6. Estate/Trust suit/arbitration against **Morgan Stanley (2)**
7. **Estate/Trust suit against Cannon, Dallas, Bradley, Enterprise, Farr, GT**
8. Estate/Trust suit to enjoin Hammond, Dallas, Bradley & Cannon from interference.
9. Defense of Will/Trust contest (Will/Trust/Heirs proceeding)

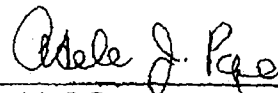
10. Defense of Elective Share/Spousal claims.

In addition, within the next few months we will also be defending a number of claims the PR/Trustees intend to disallow, including the \$31 Million Claim of Pullman and Claims of Attorneys and accountants for Dallas, Cannon and Bradley [See Exhibit 3 for List.]

While the PR/Trustees are occupied with these necessary suits and the defense of Mr. Brown's Estate Plan, they urge the Family Members and the Attorney General to work toward a reasonable resolution of the issues in dispute.

Respectfully submitted,


Robert L. Buchanan, Jr.


Adele J. Pope

May 20, 2008

EXHIBIT I

First Semi-annual Report to Devisees, Beneficiaries and Attorney General

Proposed "Gross" of Sale of Assets

Proposed Gross Sale Price		\$ 26,000,000.00	\$ 100,000,000.00
Less Payments from Sale Proposed by Cannon, Dallas and Bradley, TIAA + Pullman:*			
1	TIAA payoff	\$ (15,000,000.00)	\$ (15,000,000.00)
2	Pullman (12.5%) plus claim (\$31MM) ¹	\$ (3,250,000.00)	\$ (12,500,000.00)
3	Copsidas/Intrigue Claims (15%)	\$ (1,650,000.00)	\$ (12,750,000.00)
4	Cannon \$1,459,640 plus (5%) ²	\$ (2,759,640.00)	\$ (6,459,640.00)
5	Bobbitt (\$200,000)	\$ (200,000.00)	\$ (200,000.00)
6	Dallas (\$549,019) plus 5%	\$ (1,849,019.00)	\$ (5,549,019.00)
7	Greenberg Traurig, 5% (after TIAA) plus litigation costs (est'd)	\$ (550,000.00)	\$ (4,250,000.00)
8	P. Farr, W. Hammond, Powell Goldstein, S. Jackson, Hull Towill & other attys/acnts. of former PR/Trustees [at least]	\$ (700,000.00)	\$ (700,000.00)
9	A. Bradley [see claim]	\$ (1,300,000.00)	\$ (5,000,000.00)
10	Loss of Claims against Cannon/Dallas/Bradley/GT		\$ (13,000,000.00) ³
PAYMENTS PROPOSED BY CANNON, DALLAS & BRADLEY*(At least)		\$ (27,258,659.00)	\$ (75,408,659.00)
NET TO ESTATE/TRUST FROM SALE		\$ (1,258,659.00)	\$ 24,591,341.00

* Other than Pullman and TIAA, this reflects payments former PR/Trustees Cannon, Dallas and Bradley claim should be paid to themselves and others either from the GT October 18/20, 2006 Letter, their claims or fees incurred. The Pullman figure is based on his claim under 1999 document. Although disputed in it entirety, the Pullman amount would likely have to be escrowed at closing. TIAA is estimated payoff. During 2007 a sale of all assets at \$45 Million was also proposed, from which Cannon, Dallas and Bradley proposed to pay the same percentage amounts stated above.

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¹ Both totals plus alleged damages.

² Both totals plus claim for commissions

³ At least

EXHIBIT 2
First Semi-annual Report to Devisees, Beneficiaries and Attorney General

CLAIMS BY FORMER PR/TRUSTEES

A. CLAIM OF CANNON: Five percent (5%) of all revenue generated by gross bookings, royalties and any other funds generated by James Brown Enterprises, Inc. from whatever source and two and one-half percent (2.5%) for the handling of vintage revenue... This contractual claim is an ongoing claim for all revenue earned and not paid prior to death **and all revenue earned since date of death and all future revenues of James Brown Enterprises, Inc.** [Emphasis supplied.]

[Claim of David Cannon filed 9/26/07]

B. CLAIM OF BRADLEY: **Compensation as personal representative of the Estate of James Brown and Trustee plus** Celebrity Duck 10% of Revenues; Doll Deal 5% of 300,000; Georgia-Lina record 6%; Godfather of Soul Publishing now Geronimo Music, L.L.C. 6% of revenues; 10% of any revenues earned due to blank tapes sold by Alliance of Artists and Recording Companies for Brown recordings; **10% of any revenues earned due to the marketing and/or exploitation of master recordings; 5% of the royalties received from the "James Brown Doll"** [Emphasis supplied.]

[Claim of Al Bradley filed 9/7/07]

C. CLAIM OF DALLAS: **Compensation as personal representative of the Estate of James Brown and trustee of the James Brown Irrevocable Trust plus \$624,876** based on purported oral contract by which Mr. Dallas would receive **"5% of Mr. Brown's and his enterprises' gross revenue;** 5% of revenues from Teddy Bear Productions as agent for Hakuho Advertising Agency; 25% of royalties received from the "James Brown Doll"; 10% of revenues from God Father of Soul Publishing, **5% of Global Gaming revenue, 5% of revenues from the sale of Mr. Brown's writer's share music, and 5% revenues from the 1991 pay-per-view recording.** [Emphasis supplied.]

[Claim of Albert H. Dallas filed 9/7/07]

EXHIBIT 3
First Semi-annual Report to Devisees, Beneficiaries and Attorney General

**PAYMENTS, BILLS AND CLAIMS PRESENTED BY ATTORNEYS AND
ACCOUNTANTS FOR FORMER PR/TRUSTEES
FOR SERVICES FROM DEATH – NOVEMBER 20, 2007**

ATTORNEY/ACCOUNTANT	BILL OR CLAIM AMOUNT
Powell Goldstein (bill)	\$ 48,225.00
Rodney A. Peebles (payment and claim)	\$ 137,851.66
Smith, Massey, Brodie & Thurmond (claim)	\$ 33,322.20
Phillip G. Farr, CPA (claim)	\$ 25,977.60
Hull, Towill, Norman, Barrett & Salley (bill, firm of William Hammond)	\$ 124,518.26
Suggs Johnson (claim for \$5,747.81; now \$6,069.43)	\$ 6,069.43
Greenberg Traurig*	\$ 155,602.85
Lewis & Babcock (payment, claim, bill)	\$ 348,960.43
Jackson Law Office (claim filed)	\$ 61,273.25
TOTAL	\$ 941,800.68

* GT originally sought payments of approximately \$327,089.67. Claim filed was \$155,602.85. Withdrawn after PR/Trustees disallowed claim. (See ltr. of GT dtd. 3/10/08.)

LEVENSON & ASSOCIATES

Attorneys At Law

REC'D JUN 20 2008

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Atlanta, Georgia 30303
www.levensonlaw.com**

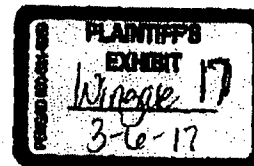
**Louis Levenson
Lori J. Christman
Dylan Littlejohn**

**Office: (404) 659-5000
Facsimile: (404) 659-1355**

June 20, 2008

VIA HAND DELIVERY

**Jonathan Hewett
Senior Assistant General Counsel
State Bar of Georgia
Office of General Counsel
104 Marietta Street, N.W.
Suite 100
Atlanta, Georgia 30303**



**Re: Bar Grievance filed by Romunzo Brown, Eastanollee, GA
In re: Estate of James Brown
Aiken County Court of Common Pleas, South Carolina
Probate Case No.: 2007-ES-02-0056
Civil Action No.: 2007-CP-02-0122**

Dear Mr. Hewett:

I am in receipt of your letter to me dated June 10, 2008. This letter and the associated attachments constitute my written response to David Bell's most recent letter dated May 23, 2008, along with his letter from Arthur Anthony, a Certified Forensic Handwriting and Document Examiner.

First and foremost, I do not have direct personal knowledge of how the signatures of Forlando Brown and Romunzo Brown were obtained and made part of the January 8, 2007 Levenson & Associates fee agreement titled "Memorandum And Representation Agreement". I sent the fee agreement out to all clients to be signed and what you have seen is what I got back in its final and signed form. What I do know for certain is that I did not sign or forge Romunzo Brown's signature as Mr. Bell's letter implied nor do I have any knowledge, until this ridiculous, insulting and untimely accusation was made, that anyone claimed the signature of Romunzo Brown was anything other than just that.

Initially I met with a majority of the Brown family in Aiken, South Carolina at the home of Deanna Brown-Thomas on January 8, 2007 (following the death of Mr. James Brown on Dec. 25, 2006) to discuss representation of all clients/children of James Brown relative to the Estate of James Brown. At this meeting, I had brought with me multiple copies of the unsigned Fee Agreement. The Fee Agreement dated 1/08/07 was signed and executed in my presence on 1/8/07 by Yamma Brown-Lumar, Deanna Brown-Thomas, Vanisha Brown, Larry Brown and Darryl Brown. They communicated with all other clients who were not present.

On that particular day, January 8, 2007, Tonya Brown, Terry Brown, Forlando Brown and Romunzo Brown were not physically present in Aiken due to scheduling conflicts. However, Mr. Terry Brown was present via telephone conference and he spoke with me and with all of his siblings (Terry Brown is the father of Forlando and Romunzo Brown). An unsigned Fee Agreement was then given to one of my clients for delivery to and signature by Ms. Tonya Brown and to Mr. Terry Brown and his two adult children, Forlando and Romunzo Brown (who were either living with or living in close proximity to Mr. Terry Brown in Eastanollee, Georgia) for review and signing.

Somewhere between January 15, 2007 and January 18, 2007, the signed and executed Fee Contract or contracts signed in multiple copies were delivered to my law office in Atlanta, Georgia. I cannot recall by what form of delivery because my staff and I did not save the envelopes or packaging. I can confirm they were received by my office but I can not confirm from whom I received each original signed version.

Louis Levenson and the law firm Levenson and Associates were hired by Terry Brown, Larry Brown, Daryl J. Brown, Vanish Brown, Deanna J. Brown Thomas, Yamma N. Brown Lumar, Tonya Brown, Romunzo Brown and Forlando Brown (a/k/a "Flip" and "William Brown") to represent their interests as beneficiaries of James Brown in the above referenced Estate and/or Trust matter.

On January 24, 2007, my office, after consultation with all clients, filed an Emergency Petition for Termination of Appointment and Removal of Personal Representatives and for Emergency Order Restraining All Personal Representatives on behalf of Romunzo Brown, Larry Brown, Daryl J. Brown, Vanish Brown, Deanna J. Brown Thomas, Yamma N. Brown Lumar, Tonya Brown, Terry Brown and Forlando Brown. The Emergency Petition was supported by all clients, including Forlando Brown, Terry Brown and Romunzo Brown (whether for those who benefited from the alleged Will or for those who might have benefited from the alleged Trust), because it was believed that those persons nominated to serve as fiduciaries (Mr. David Cannon, Mr. Albert H. Dallas, and Mr. Alfred A. Bradley) had grossly breached all of their duties of fair dealing both with James Brown during his life and with the corpus and the beneficiaries of the purported Trust.

At the first hearing on this above Petition held in Aiken, South Carolina on February 9, 2007, Terry Brown, Romunzo Brown and Forlando Brown were present, including all other clients, and heard me indicate to the Court on the record ([REDACTED]) who I represented, including Terry Brown, Romunzo Brown and Forlando Brown. NO ONE indicated to me that I did not represent Forlando or Romunzo Brown.

Many of the claims of breach of fiduciary duty have been substantiated and all three former co-personal representatives and former co-trustees have either been removed as of August 10, 2007 Order of the SC Court or have resigned as of November 20, 2007 Order of the SC Court. [REDACTED]

Furthermore, based primarily on this offices' diligent work for all of the clients, including the persons filing grievances against me with the Bars of Georgia and South Carolina, Mr. David Cannon is under investigation by the Internal Revenue Service and also by the South Carolina Law Enforcement Division [SLED] for his actions involving the Estate and/or Trust of James Brown.

On February 5, 2008 a lawsuit was filed by the Estate of James Brown against Mr. Dallas, Mr. Cannon, Mr. Bradley, and others, alleging conspiracy and various breaches of fiduciary duty. (See Complaint previously submitted).

Following the filing of the Emergency Petition on January 24, 2007 which resulted favorably with the appointment by the Court of Special Administrators to oversee the actions of the Personal Representatives and Trustees (Cannon, Dallas, and Bradley), Mr. Terry Brown, Mr. Romunzo Brown and Mr. Forlando Brown, individually, fired the undersigned and then, collectively, engaged new legal counsel, Mr. David B. Bell.

On or about March 24, 2007, my office received three separate faxed letters terminating my services, one from each of Terry, Romunzo and Forlando Brown. I also received a voicemail message from Terry Brown on the morning of 3/24/07 terminating me and my firm. For approximately eleven (11) weeks (January 18th - March 23rd) I represented these three individuals along with others. These three men received copies of legal documents filed by me on their behalf *and* attended various court hearings with me *and* with my other clients (their immediate family) *and* knowingly allowed me to represent to the Court ON THE RECORD THAT I WAS THEIR COUNSEL. If any one of them believed I did not represent them or have authority to speak or file legal documents for them, no one said it to me either orally or in writing. In fact, the opposite, as shown below, is true. None were unclear or unsure as to my legal representation of them. Why did they not bring it to my or to the Court's attention then? Why was it not brought to anyone's attention until a year later?

As to Mr. Romunzo Brown's disingenuous claim (as per David Bell's letter dated 3/18/08) that he did not sign the engagement letter of 1/8/2007 which essentially hired me and my office to represent him and others in the Estate of James Brown, this is ludicrous. Please note, the expert opinion of Arthur Anthony, the Forensic Handwriting expert, who finds that Romunzo G. Brown did not sign the 1/8/07 Fee Agreement. I don't know if this is correct, however neither Mr. Anthony nor Mr. Bell conclude *who did* sign Romunzo Brown's name to the agreement or whether or not Romunzo Brown's father, Mr. Terry Brown, may have executed the fee agreement on behalf of his two children. Furthermore, neither Mr. Anthony nor Mr. Bell has excluded the very great possibility that Forlando Brown or Terry Brown may have taken liberty of signing Romunzo Brown's name to the agreement themselves, with or without Romunzo Brown's permission. Nor has anyone (that I am aware of OR been disclosed to me) asked that question of them. Mr. Anthony was not engaged, I conclude, to make such determinations or opine beyond stating that the signature of Romunzo is not that of Romunzo.

It is quite apparent to me as it is to others involved in the Estate litigation in South Carolina that this is another desperate attempt by attorney David Bell, who was already found by the South Carolina Court to have failed to follow rules of Court (please refer to the 3/4/2008 Order denying Mr. Bell's motion to disqualify me as counsel for all of the other remaining clients, attached as ~~Exhibit 4~~), and his client Forlando Brown to have me removed from this case entirely and to gain control or leverage in the Estate of James Brown in order to pursue their own personal interests, one of which is for Mr. Forlando Brown to attempt to purchase assets of the Estate and Trust for himself and others. Though Mr. Forlando Brown denied this role as purchaser of his grandfather's estate or any knowledge of this role under oath at his deposition, lawyers at Powell Goldstein in Atlanta have recently deposed otherwise on this very issue which, we expect, will shortly be a subject of criminal investigation by SLED.

Another example of how desperate David Bell and his client Forlando Brown are can be witnessed by their actions in November 2007:

On the morning of November 7, 2007, Attorney David B. Bell filed unbelievably frivolous pleadings in the Aiken County Courts on behalf of his (then) new client Ms. Velma Warren Brown claiming to be the surviving spouse of James Brown (Velma Brown is the mother of Mr. Bell's client Terry Brown and paternal grandmother of his other 2 clients, Romunzo and Forlando Brown) claiming Velma Warren Brown and James Brown never divorced and that Velma Brown "never signed divorce papers". This has a familiar sound similar to the accusations made against me. Attorney Bell on behalf of his client filed the Verified Petition of Velma Warren Brown's Election by Surviving Spouse to Take Elective Share in connection to the Estate of James Brown in the Probate Court of Aiken County. Forlando Brown even submitted and filed an Affidavit swearing to have diligently searched the official Court Records and found no record of a divorce being filed or finalized. (REDACTED). By the VERY early afternoon of November 7, 2007, it was discovered by the Associated Press and all other counsel in this case that Velma Warren Brown and James Brown had indeed divorced in Richmond County, Georgia on August 26, 1969. (REDACTED). Needless to say but it took Attorney David Bell approximately one week to file his withdrawal of Velma Warren Brown's Petition for Election By Surviving Spouse with the Aiken County Probate Court (REDACTED).

Unfortunately no court has yet to sanction Mr. Bell or his clients for patently and knowingly false pleadings (which, by the way, if successful, would have usurped all or most of his previous clients' claims to interests in the Estate and Trust, a matter of conflict which does not concern Mr. Bell's duties of loyalties to his clients Forlando and Terry and Romunzo Brown).

One might question why my office or any other lawyer in the Estate case who has been prejudiced by the actions of Mr. Bell has not filed a grievance against Mr. Bell in Georgia for his actions. The answer is simple: I believe the Georgia Bar would consider such action during the pendency of the case to be an effort to gain some strategic advantage over Mr. Bell and his clients and that such grievance should wait until the conclusion of the case or the conclusion of Mr. Bell's representation of his clients in that case. Mr. Bell obviously does not subscribe to this approach.

To give the State Bar further insight into Attorney Bell's character and the behavior of his clients, please review the attached Joint Affidavit of Robert L. Buchanan and Adele J. Pope filed on May 15, 2008 in support of their Motion to Revoke David Bell's Pro Hac Vice in South Carolina (REDACTED). In this Joint Affidavit is a laundry list of events which have occurred from the onset of David Bell's representation of Forlando, Romunzo and Terry Brown in the estate litigation in South Carolina.

Please allow me to bring to the State Bar's attention (in highlighted detail) the following historical documents submitted to the State Bar of Georgia in this very grievance wherein Romunzo Brown or his attorney of record David B. Bell assert repeatedly that I represented Romunzo Brown. Mr. Bell has never asserted that I did NOT represent them or have authority to act for them in the South Carolina courts owing to some defect in the fee agreement or the signature thereon:

1. Romunzo Brown's termination letter to Louis Levenson dated 3/24/2007 wherein he writes "I would like to end my involvement of the lawsuit of my grandfather's estate." He further writes "At the meeting at crispy cream you encouraged me to stay in this fight to help my family. It seems that you were always helping only one side of my family while the rest of us were being kept quite. Please take me out of this lawsuit and have my aunts put back all of the stuff they stole from my granddaddy's house." (REDACTED)

2. Romunzo Brown's follow-up letter to Louis Levenson dated 2/6/2008 to his termination letter dated 3/24/2007, approximately 11 months later: Mr. Romunzo Brown writes "You and your office represented me from January 2007 until I terminated you. Please send me a copy of the file you compiled on my behalf when you served as my attorney. This request includes all emails and correspondence you received or generated when you acted as my attorney." [REDACTED]

3. Romunzo Brown's GA Bar Grievance filed against Louis Levenson on 2/14/2008 which clearly states therein: "After December 25, 2006, and prior to January 24, 2007, I, along with my father, aunts, uncles, and cousins, hired Louis Levenson, Esq. to represent my interest in a Trust created by my late grandfather, James Brown. As a grandson of James Brown, I am a beneficiary under a Trust created by my grandfather to pay educational expenses of James Brown's grandchildren. I retained Louis Levenson to help me obtain payments from the Trust to pay educational costs....." [REDACTED]. If Mr. Romunzo Brown asserts in his grievance to your office that I *did* represent him, what does he rely on, other than the same document everyone else signed along with him, to evidence such representation? It is a rhetorical question please. (If Romunzo Brown hired me by his own admission, where is the basis, other than Mr. Bell manipulating Romunzo Brown, for this grievance?)

4. In the Affidavit of Romunzo Brown executed on 2/7/2008, Romunzo Brown swears and attests to the following: "2. He initially contacted Louis Levenson, attorney at law, in January 2007 when Yamma Brown Lumar's then husband, Darren Lumar, put them in touch with one another. 3. He contacted Louis Levenson to represent him in the James Brown matter for the sole purpose of obtaining a detailed accounting of the James Brown trust and James Brown estate....." and "6. His sole purpose for retaining Louis Levenson to serve as his attorney was to make sure that there had been no mismanagement of James Brown's assets prior to the death of James Brown or mismanagement of the James Brown trust." [REDACTED]

{He acknowledges in this very grievance that he "hired Louis Levenson, Esq." If he did not sign a Fee Contract, then how did he hire Louis Levenson? How was Louis Levenson retained by Romunzo Brown?}

I also want to provide you with the following historical background of facts relating to Mr. Romunzo Brown's claim that my actions since being terminated by him in March 2007 have violated Rule 1.9(a) of the Rules of Ethical Conduct for Georgia lawyers:

1/9/08 - On or around January 9, 2008 Forlando Brown (Romunzo Brown's brother) and their Georgia attorney David Bell filed a Motion to Disqualify Louis Levenson in the Probate Court of Aiken County, South Carolina.

3/3/08 - Judge Doyet A. Early denied their Motion to Disqualify me on March 3, 2008.

3/18/08 - On March 18, 2008, Attorney David Bell writes a letter to the State Bar of Georgia where Attorney Bell takes the liberty (somehow on his own without the signature of Romunzo Brown who was the person filing the grievance) to amend Romunzo Brown's bar grievance against me by adding a second cause of action and that is "for relying upon a forged document". It is Mr. Bell who raised this issue of forgery, not Mr. Romunzo Brown. See 3/18/08 Bell letter to Georgia Bar, [REDACTED].

Mr. Brown's second grievance against Louis Levenson is that his signature was forged on the document referenced as "Memorandum and Representation Agreement" dated January 8, 2007. Again, as in the Velma Brown situation discussed above, Mr. Bell's lack of diligence in reading prior documentation (i.e., his own clients' grievances contradicting what he files with the Bar himself) in the file becomes his undoing. No one, as yet, has taken Mr. Bell to task for this, though this matter will again be brought to the attention of the South Carolina Courts where Mr. Bell's position as counsel is subject currently to a motion to remove him from practice in that Court.

3/19/08 - The Order denying my Disqualification was appealed on March 19, 2008 by Attorney David B. Bell.

5/14/08 - The Appeal was dismissed by the SC Court of Appeals as interlocutory and not immediately appealable on May 14, 2008.

5/23/08 - Subsequently after the Appeal was dismissed, Mr. David B. Bell notifies the Georgia Bar of a handwriting expert opinion regarding Romunzo Brown's signature on Levenson's Fee Contract dated 1/8/07.

With respect to Romunzo Brown's second grievance against Louis Levenson where he says his signature was forged on the document referenced as "Memorandum and Representation Agreement" dated January 8, 2007 and that I knowingly relied upon a forged document with fabricated and false testimony, neither Louis Levenson nor any of his other Brown family clients signed Romunzo Brown's name or Forlando Brown's name to the Agreement. Nor were we aware that anyone contended it was forged (until about a year later when Mr. Bell had strategic reasons for wanting Louis Levenson removed from the case in South Carolina). Attached hereto please find copies of the Affidavits of Daryl J. Brown, Vanisha Brown, Larry Brown, Deanna J. Brown Thomas, Yamma N. Brown, and Tonya Brown (the children and a grandchild of Mr. James Brown who are Romunzo and Forlando Brown's aunts, uncles, and cousin), who all attest and affirm that each and every one of the Brown family/clients signed the Memorandum and Representation Agreement dated January 8, 2007 voluntarily and without influence. They further attest and affirmed having no responsibility for signing the name to the Agreement dated January 8, 2007. (The original Affidavits were previously filed on or about March 10, 2008 with the Supreme Court of South Carolina's Office of the Disciplinary Counsel in response to Forlando Brown's claim in South Carolina, [REDACTED])

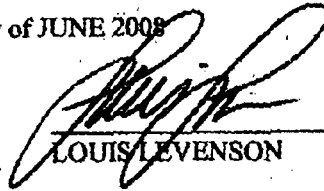
Also, please find attached hereto [REDACTED], the Affidavits of Adele J. Pope and Robert L. Buchanan, Jr., the Estate Personal Representatives, as to their experiences relative me as counsel for the remaining Brown heirs in the litigation in South Carolina. These Affidavits were previously submitted to the State Bar of Georgia in April 2008 by the Estate Personal Representatives.

Again, as I have stated previously, it was Terry Brown, Romunzo Brown and Forlando Brown who fired me and took legal action directly contrary to their previous legal positions asserted in Court together with the children of James Brown and the other grandchildren of James Brown. The State Bar of Georgia should dismiss this grievance and all related grievances filed by Terry Brown and Forlando Brown.



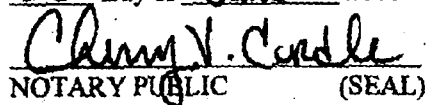
Furthermore, I'd like the State Bar to incorporate the undersigned's previous responses and exhibits to all related grievances previously submitted by me.

Respectfully submitted this 20th day of JUNE 2008

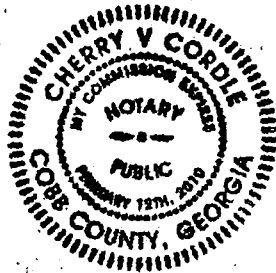


LOUIS LEVENSON

Sworn to and subscribed this
20 Day of JUNE 2008


NOTARY PUBLIC (SEAL)

Enclosures



STATE OF SOUTH CAROLINA
COUNTY OF AIKEN

Court of Common Pleas
IN THE PROBATE COURT

2008-CP-02-1153

IN RE:
THE IRREVOCABLE TRUST
AGREEMENT OF JAMES BROWN,
A/K/A JAMES JOSEPH BROWN

C/A No.:

COPY
ORIGINAL FILED

JUL 02 2008

330 ash

AIKEN COUNTY
CLERK OF COURT

Emergency Petition for Appointment of Special Trustee(s)

This matter comes before the Court based on the Petition for Appointment of Special Trustee(s) filed on behalf of the Attorney General of South Carolina, by and through his undersigned counsel, who would allege as follows:

1. James Brown, a/k/a James Joseph Brown, executed an Irrevocable Trust Agreement dated August 1, 2000 ("Trust"). The "Trust" contained both a private trust, "The Brown Family Education Trust," and a charitable trust, The James Brown "I Feel Good Trust." Provisions in the "Trust" provided that upon termination of the private trust, a transfer of any remaining principal and accumulated income to the charitable trust.
2. The Attorney General of South Carolina, pursuant to his statutory, S.C. Code § 1-7-130, and common law authority, files this action in that he is "the proper party to protect the interest of the public at large in the matter of administering or enforcing charitable trusts." See Epworth Children's Home v. Beasley, 365 S.C. 157, 164, 616 S.E.2d 710, 714 (2005). See also S.C. Code § 62-7-405.

3. That Alfred A. Bradley, Albert H. Dallas, and David G. Cannon were named and served as Co-Trustees of the "Trust."
4. On or before August 10, 2008, David G. Cannon resigned as Co-Trustee of the "Trust." (See August 10, 2007, Order In Re: The Estate of James Brown, a/k/a James Joseph Brown, C/A No. 2007-CP-02-0122).
5. At a hearing on November 20, 2008, the remaining Co-Trustees, Alfred A. Bradley and Albert J. Dallas, resigned as Co-Trustees. Also on November 20, 2008, the Court appointed Adele J. Pope and Robert L. Buchanan as Co-Trustees of the "Trust." (See November 20, 2007, Order In Re: The Estate of James Brown, a/k/a James Joseph Brown, C/A No. 2007-CP-02-0122).
6. On November 30, 2007, Albert H. Dallas and Alfred A. Bradley filed a Motion to Vacate, Amend, and Reconsider the Order of November 20, 2007, as to their resignation and the appointment of Pope and Buchanan. The Court filed its Order denying the Motion on March 7, 2008. Dallas and Bradley subsequently filed a Notice of Appeal on March 19, 2008, with the South Carolina Court of Appeals. Pope and Buchanan filed a Motion to Dismiss or Stay the Appeal.
7. On or about May 28, 2008, the Court of Appeals issued an Order denying the Motion to Dismiss or Stay the Appeal. The Court stated as follows in its Order: "We further note that because this appeal does not implicate the Estate, the Estate litigation will be able to go forward while this appeal is pending. See Jackson v. Speed, 326 S.C. 289, 486 S.E.2d 750 (1997) (explaining the trial court retains jurisdiction over matters not affected by an appeal)."

8. The Circuit Court, in its November 20, 2007, Order (see above) granted the Attorney General time to file an objection to the appointment of Pope and Buchanan as Trustees if he desired. The Attorney General timely filed an objection on December 17, 2007. On March 7, 2008, the Court heard the Attorney General's objection to the appointment. The Court filed an Order on April 10, 2008, in connection with the Attorney General's objection, entitled "Order Denying Motion to Reconsider Appointment of Successor Personal Representatives and Trustees and Granting Related Relief." On April 24, 2007, the Attorney General filed a Motion to Alter or Amend Judgment and/or for Reconsideration pursuant to South Carolina Rule of Civil Procedure 59(e). Based upon the May 28, 2008, Order of the Court of Appeals, the Attorney General filed a Motion on June 18, 2008, to have his Motion for Reconsideration held in abeyance pending the outcome of the above-referenced appeal.
9. The Court of Appeals Order has the effect of staying any actions of the current or former Trustees as to fulfilling their duties in connection with the "Trust." See South Carolina Appellate Court Rules 205 and 225.
10. Based upon the above-referenced Court of Appeals ruling, there is currently no Trustee to administer and protect the assets of the "Trust." With no Trustee, the assets of the "Trust" are in danger of possible dissipation or loss. "The principle that a trust will never be allowed to fail for want of a proper trustee is one of the foundation principles -- one of the 'mud-sills' -- of chancery. This universal rule requires no citations." Leaphart, et al. v. Harmon, et al., 186 S.C. 362, 195 S.E. 628

(1838). The need for a Trustee is immediate and the request for the appointment of a Trustee under the circumstances is appropriate. See S.C. Code Ann. § 62-7-704.

Based upon the foregoing, the appointment of a Special Trustee(s) pursuant to S.C. Code Ann. § 62-7-704 is necessary to preserve the "Trust" and secure its proper administration.

WHEREFORE, the Petitioners pray as follows:

- (a) That the Court hear their Petition at the next scheduled hearing, Petition being an Emergency Petition for Appointment of a Special Trustee(s);
- (b) That the Court appoint a Special Trustee(s) pursuant to S.C. Code Ann. § 62-7-704 and that the Special Trustee(s) be given the power to preserve the "Trust" and secure its proper administration and to conduct the administration unless and until otherwise restricted by the Court;
- (c) That the Court restrain and enjoin all current and former Trustees from exercising any power or authority related to the "Trust" for such a period of time the Court deems proper or unless and until otherwise ordered by the Court; and
- (d) That the Court grant such other and further relief that the Court deems just and proper.

Respectfully submitted,

HENRY D. McMASTER
Attorney General

ROBERT D. COOK
Assistant Deputy Attorney General

C. HAVIRD JONES, JR.
Senior Assistant Attorney General

MARY FRANCES JOWERS
Assistant Attorney General

P. O. Box 11549
Columbia, South Carolina 29211
(803) 734-3680

BY: 
ATTORNEYS FOR THE SOUTH CAROLINA
ATTORNEY GENERAL

June 26, 2008

STATE OF SOUTH CAROLINA

COUNTY OF AIKEN

IN THE PROBATE COURT

IN RE:

C/A No.:

THE IRREVOCABLE TRUST
AGREEMENT OF JAMES BROWN,
A/K/A JAMES JOSEPH BROWN

Summons

TO: JAMES D. BAILEY, ESQUIRE, ATTORNEY FOR ADELE J. POPE AND ROBERT L. BUCHANAN, JR., AND R. WAYNE BYRD, ESQUIRE, ATTORNEY FOR ALBERT H. DALLAS AND ALFRED A. BRADLEY:

YOU ARE HEREBY SUMMONED and required to answer the Petition within, a copy of which is served upon you, and to serve a copy of your written response to the said Petition on the subscribers at the Office of the South Carolina Attorney General, P. O. Box 11549, 1000 Assembly Street, Columbia, South Carolina, 29211-1549, within twenty (20) days after the date of service hereof, exclusive of the day of service, and if you fail to answer the Petition within the time aforesaid, the South Carolina Attorney General will apply to the Court for the relief demanded in the Petition.

Respectfully submitted,

HENRY D. McMASTER
Attorney General

ROBERT D. COOK
Assistant Deputy Attorney General

Filed: 6-27-2008
Sue H. Roe

Judge of Probate

By: K. Truffi

C. HAVIRD JONES, JR.
Senior Assistant Attorney General

MARY FRANCES JOWERS
Assistant Attorney General

P. O. Box 11549
Columbia, SC 29211
(803) 734-3680

BY:


ATTORNEYS FOR THE SOUTH CAROLINA
ATTORNEY GENERAL

June 26, 2008.

Estate of James Brown

212 Newberry Street NW
Aiken, South Carolina 29801

Robert L. Buchanan, Jr., Personal Representative

Adele J. Pope, Personal Representative

July 8, 2008

C. Havird Jones, Jr., Esquire
Senior Assistant Attorney General
Office of the Attorney General
State of South Carolina
P.O. Box 11549
Columbia, SC 29211-1549

BY FAX ONLY

Re: South Carolina Attorney General vs. Pope, Buchanan, Dallas and Bradley
Removed to Aiken County Circuit Court July 2, 2008
Case No. 2008-CP-02-1153
(On Motion to Dismiss)

Dear Sonny:

We have just returned from vacation and are responding to your June 30 email because our lawyer is still ill.

We do not believe that the Circuit Court gave you any instructions in the above matter on June 30, 2008, because the Court had no jurisdiction over this case at the time and no parties had been served. The matter was still pending in the Probate Court. It was not removed to Circuit Court until 2 days after the June 30 hearing. We believe our Motion to Dismiss served yesterday deals with the impropriety and violation of due process rights in your attempt to present any names to the Court.

We strongly dispute the suggestion in your email that Joel Katz, Stanley Jackson, David Cannon, Albert Dallas, Alfred Bradley and their counsel Steve Morrison, Thomas Lydon, Bradley Hutto and others, have any right whatsoever, at any time, to select any fiduciary for Mr. Brown's Estate or Trust.

Sincerely,

Robert L. Buchanan, Jr.

Robert L. Buchanan, Jr.

Adele J. Pope

Adele J. Pope

RLB,JR/AJP:ats

cc: (w/ copy of your email)

Interested Parties or Counsel

\\Server\docs\BROWN ADMINISTRATION\LTR.JONES.08.07.wpd

THE JAMES BROWN COLLECTION

Thursday 17 July 2008

AUCTION

Thursday 17 July 2008
at 10.00 am (Lots 1-168)
and at 2.00 pm (Lots 169-329)
20 Rockefeller Plaza
New York, NY 10020

AUCTIONEER

Catherine Elkies (#866811)
John Hays (#0822982)

AUCTION CODE AND NUMBER

In sending absentee bids or making
enquiries, this sale should be referred
to as **MR. WASHINGTON-2116**.

VIEWING

Saturday	12 July	10.00 am - 5.00 pm
Sunday	13 July	1.00 pm - 5.00 pm
Monday	14 July	10.00 am - 5.00 pm
Tuesday	15 July	10.00 am - 5.00 pm
Wednesday	16 July	10.00 am - 2.00 pm

This auction features

CHRISTIE'S  **LIVE**

Bid live in Christie's salerooms worldwide

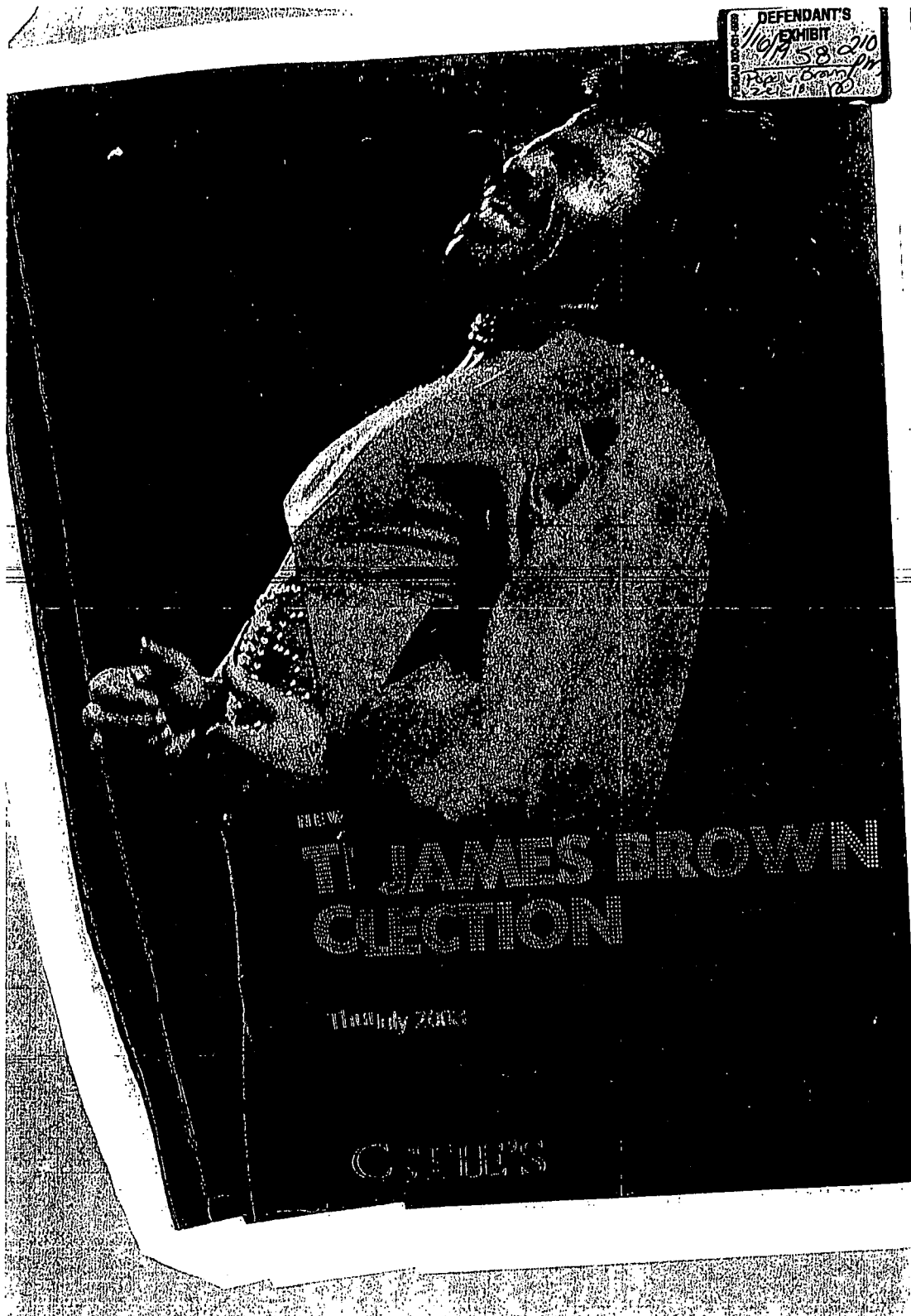
register at www.christies.com

smith / Corbis

tonpietry/Sigma/Corbis

CHRISTIE'S

View catalogues and leave bids online
at christies.com



DEFENDANT'S
EXHIBIT
11/19/58
17-2-10
2-1-10

THE JAMES BROWN COLLECTION

Thursday 17 July 2008

AUCTION

Thursday 17 July 2008
at 10.00 am (Lots 1-168)
and at 2.00 pm (Lots 169-339)
20 Rockefeller Plaza
New York, NY 10020

AUCTIONEER

Catherine Elkie (#866811)
John Hays (#0822982)

AUCTION CODE AND NUMBER

In sending absentee bids or making
enquiries, this sale should be referred
to as MA. WASHINGTON-2116

VIEWING

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FRONT COVER

© Lynn Goldsmith / Corbis

BACK COVER

© Christian Simonpietry/Sygma/Corbis

This auction features

CHRISTIE'S LIVE

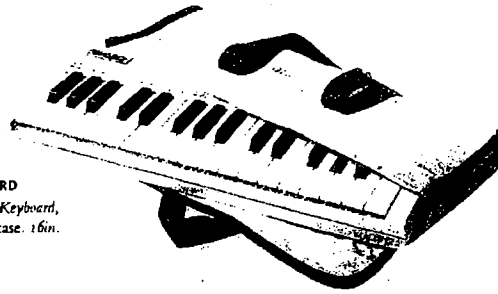
Bid live in Christie's salerooms worldwide

register at www.christies.com

CHRISTIE'S

View catalogues and leave bids online
at christies.com

5
MINIATURE KEYBOARD
 A Casiotone Miniature Keyboard,
 in its canvas carrying case. 16in.
 \$300-500



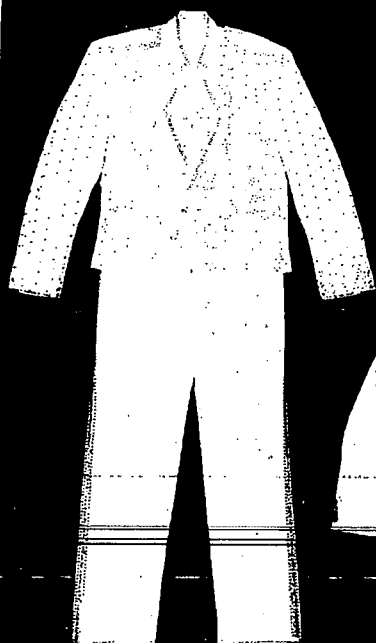
7

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

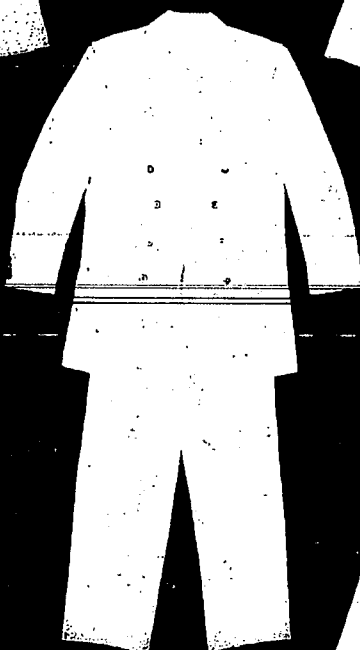
8
WHITE COAT
 A full length, white coat with
 rhinestone, silver-star and
 sequin embellishments.
 \$3,000-4,000

8

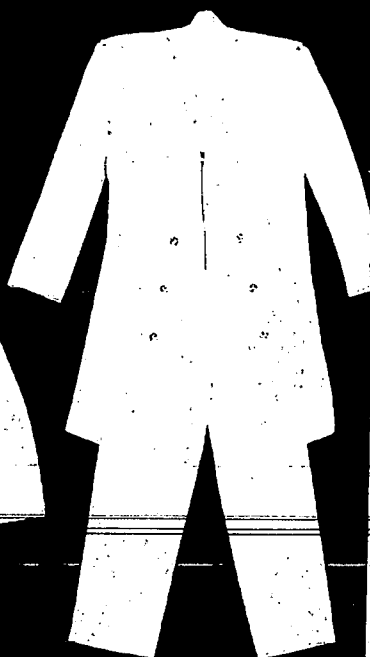
14



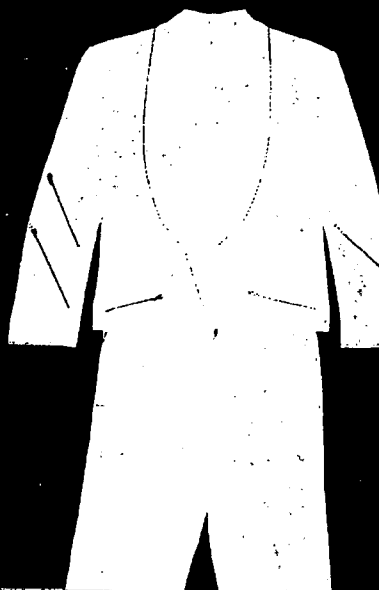
26



27



28



•26
WHITE SUIT
A three-piece, white suit
with wide lapels and wide
cuffs, featuring subtle
embroidery.

\$2,000-3,000

•27
WHITE SUIT
A three-piece, white suit
with wide lapels and wide
cuffs, featuring subtle
embroidery.

\$1,500-2,000

•28
CREAM SUIT
A three-piece, cream-
colored suit with wide
lapels and wide cuffs,
featuring subtle
embroidery.

\$1,500-2,000

•29
ZIPPER SUIT
A two-piece, cream-
colored suit with zipper
embellishments.

\$1,500-2,000



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



68
RED "SEX" JUMPSUIT
A red wool jumpsuit with
rhinestone embellishments,
J embroidered along the collar
and SEX along the mid-section.
\$5,000-7,000

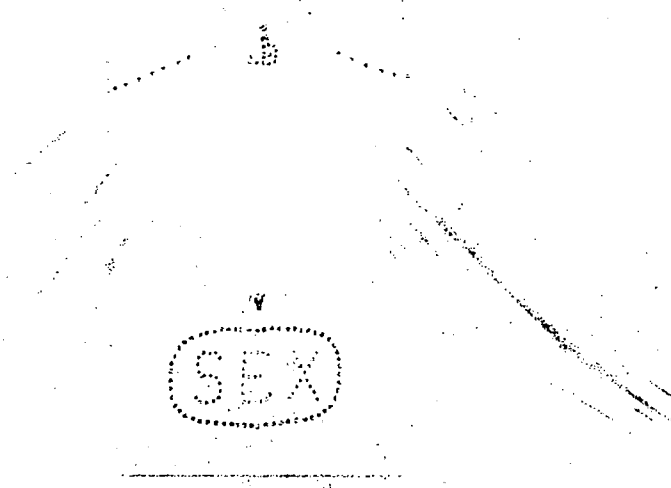


121

RUST "SEX" JUMPSUIT

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

\$5,000-7,000



SEX

YELLOW "SEX" JUMPSUIT
A yellow wool jumpsuit with rhinestone
embellishments, JB along the collar and
SEX along the mid-section.
\$5,000-7,000

NATIONAL ACADEMY OF RECORDING ARTS & SCIENCES

JAMES BROWN

BEST R&B VOCAL PERFORMANCE, MALE-1986

"LIVING IN AMERICA"

(detail)

1986

GRAMMY AWARD

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

\$15,000-20,000





GFOS JUMPSUIT

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

\$3,000-7,000



192

GREEN "SEX" JUMPSUIT

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

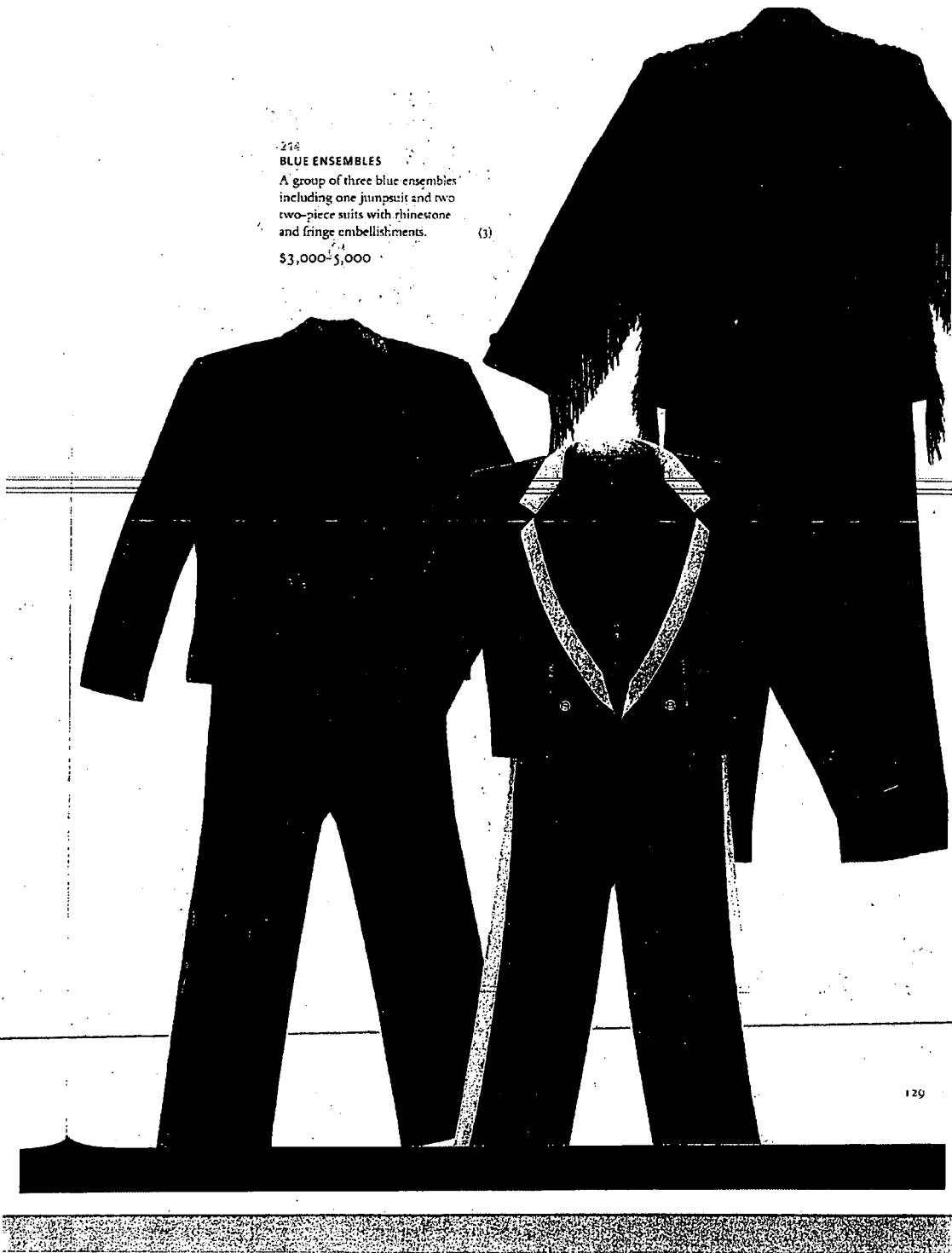
\$5,000-7,000

274
BLUE ENSEMBLES

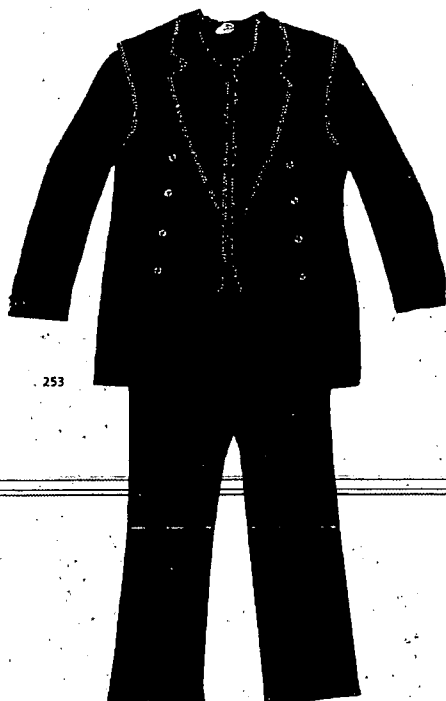
A group of three blue ensembles including one jumpsuit and two two-piece suits with rhinestone and fringe embellishments.

(3)

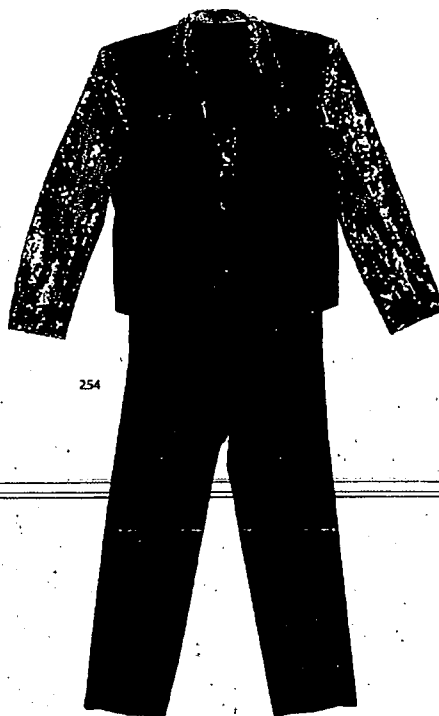
\$3,000-\$5,000



129



253



254

253

PURPLE SUIT

A three-piece, purple suit with rhinestone embellishments.

\$2,000-3,000

254

PURPLE SUIT

A three-piece purple suit with sequin embellishments.

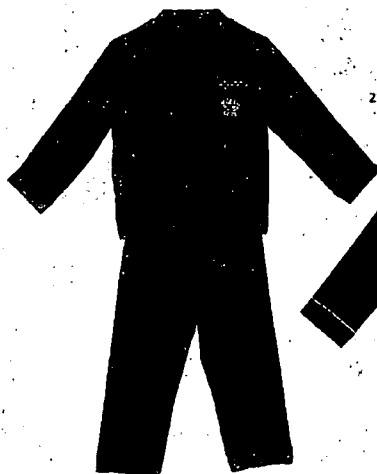
\$2,000-3,000

255

PAJAMAS AND ROBE

A pair of *James Brown* GPOS purple silk pajamas, accompanied by a black robe with gold piping and the embroidered JB.

\$500-700



255



152



305

BLACK "SEX" JUMPSUIT

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

\$5,000-7,000

179

2707

EXHIBIT 16

EXHIBIT A



HENRY McMASTER
ATTORNEY GENERAL

July 30, 2008

Adele J. Pope, Esquire
Robert L. Buchanan, Jr., Esquire
212 Newberry Street NW
Aiken, South Carolina 29801

Re: James Brown Litigation

Dear Mrs. Pope and Mr. Buchanan:

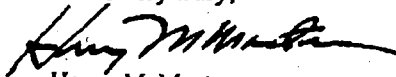
I am writing in response to your letter dated July 25, 2008. I am pleased that we may be able to work together towards our shared goals in connection with the Estate Plan of James Brown. As I mentioned in my last letter, Mr. Brown's Charitable Trust is a wonderful opportunity to further the education of needy children at institutions in South Carolina and Georgia. I hope that we will be able to work together to ensure that scholarships are funded as soon as possible.

While I have no objection to returning to our previous discussions about securing your proper appointment, I have concerns about whether this is possible given your unwillingness to consider the Special Trustee position. On several occasions you have indicated that you do not want to be appointed Special Trustee. I do not believe that you can be properly appointed permanent Trustee if you are not willing to resign and ask to be appointed Special Trustee, which I would support. Once you are appointed Special Trustee, we can ask the Advisory Board for a vote on the Trustee position, as required by Article XIII of the Trust document. If there is not a unanimous vote for you to be Trustee, then we can go to the Probate Court, have the matter removed to the Circuit Court, and have you properly appointed by the Circuit Court.

I am hopeful that as we go through this process, a third Trustee can be put in place along with both of you as required by Article VIII of the Trust. I appreciate your report in connection with my suggestions as to a suitable individual to serve as the third Trustee.

If you are willing to work together, I believe we can secure your proper appointment without further litigation, which would give us all more time to devote to the charitable intentions of Mr. Brown.

Yours very truly,

A handwritten signature in dark ink, appearing to read "Henry McMaster", with a stylized, flowing script.

Henry McMaster

HMCM/mfj

FROM: Robert Rosen [mailto:rrrosen@rosen-lawfirm.com]

Sent: Thursday, July 31, 2008 5:45 PM

To: amedlin@sc.rr.com; Andrew W. Chandler; david@michellawoffice.com; T Heyward Carter; M Jean Lee

Subject: RE: DNA ORDER Rosen, Robert, 8037791698 - 2:02 min. for x107

Can one of you revise DNA order?

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

From: Alan Medlin [mailto:amedlin@sc.rr.com]

Sent: Thursday, July 31, 2008 5:15 PM

To: Marcia Jones; Chandler@eckb.com; david@michellawoffice.com; Carter@eckb.com; jlee@eckb.com; Robert Rosen

Subject: Re: DNA ORDER Rosen, Robert, 8037791698 - 2:02 min. for x107

She's right about the grandchildren. I thought we were skirting that because we really didn't have standing so it suited me not to focus on the trust, but if she's for it and thinks that's how the judge ruled, then let's tweak the language per her suggestion. I had a 3.5 hour meeting this morning with AG and Terry Cox. Cox is no longer interested in buying the estate assets. He now wants to be part of a "team" to build back the brand, after which time his group might be interested in buying again. He claims the value of the estate has been significantly diminished because of Adolph. He said they were going to offer in the range of 65-70 M in November. Now he thinks we would get offers for 35-40M. Don't know what I think of him, but that part was interesting. Sonny of course was all over that so he can attack Adolph.

Terry, who clearly gets much of his info from Dallas, thinks the kids want to settle because they're afraid of DNA. He says they want to fire Louis but don't want to have to

1

pay him.

I could be wrong, but he strikes me as a desperate snake oil salesman. He said that, based on much due diligence he's conducted, that James was in charge of his "family business" (the family being JB and the 3As) and that they did only what he told them. Seifert gets stronger and stronger.

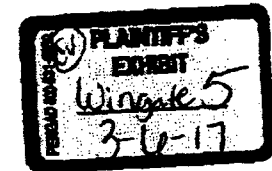
----- Original Message -----

From: "Marcia Jones" <mjones@rosen-lawfirm.com>

To: <amedlin@sc.rr.com>; <Chandler@eckb.com>; <david@michellawoffice.com>; <Carter@eckb.com>; <jlee@eckb.com>; <rrrosen@rosen-lawfirm.com>

Sent: Thursday, July 31, 2008 12:55 PM

Subject: DNA ORDER Rosen, Robert, 8037791698 - 2:02 min. for x107



03/24/2010 10:08 PM

AUFILE COPY

* RUBENI BURNHAM 00000000

2710

This agreement made this 10th day of August, 2008, by and among the Attorney General of South Carolina, Larry Brown (natural child of the deceased), Daryl J. Brown (natural child of the deceased), individually and on behalf of his minor children Lindsey Delores Brown (age 17), and Janise Vanisha Brown (age 12), Venisha Brown (natural child of the deceased), Deanna J Brown Thomas (natural child of the deceased), individually and on behalf of her minor child Jason Brown-Lewis (age 17), Yamma N Brown Lumar (natural child of the deceased), individually and on behalf of her minor children Sydney Lumar (age 8) and Cartington Lumar (age 6), Tonya Brown (grandchild of James Brown) individually, and Tommie Rae Brown (hereinafter "Tommie Rae") individually and on behalf of her minor child James Brown II.

The purpose of this agreement is to settle any and all differences among the parties above whose signatures appear below concerning the disposition, whether by will or otherwise, and/or transfer of any assets owned or controlled by James Brown, whether by will, intestacy, trust, or nonprobate means, state or federal law, and based on this, the parties hereto agree as follows:

1. All parties who sign below hereby recognize and stipulate, for all purposes and matters, that Tommie Rae was the legal wife of James Brown, during his lifetime and at the time of his death, and qualifies as his surviving spouse, and agree not to contest any claim by Tommie Rae by virtue of her status as surviving spouse and to file any and all appropriate pleadings and documents recognizing and stipulating said status as spouse.

2. All parties who sign below hereby recognize and stipulate, for all purposes and matters, that the children and grandchildren who sign below were and are the lawful and/or legitimate biological issue and heirs of James Brown during his lifetime and were in life at the time of his death, and qualify as his surviving issue, and all parties agree not to contest any claim by any child or grandchild by virtue of his or her status as lawful and/or legitimate issue or as an heir of James Brown and agree to file any and all appropriate pleadings recognizing and stipulating said status of the children and grandchildren named as lawful and/or legitimate issue.

3. All parties agree to say nothing negative in public or to any representative of the media about any of the parties hereto or about the terms of any settlement reached herein, whether about their roles in this litigation or their relative positions or status as an heir, child, issue, spouse, or as a grandchild and will further speak only through counsel or in Court about any matters relative to this case affecting or pertaining to each other or to this settlement. This agreement does not prevent any parties from publicly discussing events in court or Orders issued by the Court, so long as the parties are not critical of each other, nor does this agreement prevent any party from giving interviews or publishing books or articles about their lives, so long as they are not critical of each other nor commenting upon the terms of the settlement or the negotiations that lead thereto. The parties consent to an Order of the Aiken County Court of Common Pleas or to any appropriate Court to require the parties to comply with the terms of this paragraph of this agreement.

4. Tommie Rae, all children, and all grandchildren (if possible as to the grandchildren) agree to meet in person at a convenient time as soon as reasonably possible to reaffirm in person their mutual support and cooperation as a united group in support of the legacy of James Brown and in

further support of the agreements made herein

5. It is noted that all parties to this agreement have filed, at separate times, pleadings objecting to the validity of the August 1, 2000 Will of James Brown and the August 1, 2000 Irrevocable Trust. Tommie Rae, the children and grandchildren and the Attorney General of South Carolina (hereinafter the parties) have additionally agreed as follows:

- APB
- a) that a joint motion or other pleading will be filed seeking the removal of Mr. Robert Buchanan and Ms. Adele Pope as Personal Representatives of the Estate of James Brown and as Trustees of the the August 1, 2000 Irrevocable Trust of James Brown, deceased and will mutually agree upon persons to appoint as successor representatives of the estate and trust pursuant to the provisions of applicable law
- b) that a charitable trust substantially similar to the August 1, 2000 Irrevocable Trust (hereinafter the "Charitable Trust") shall be created and/or maintained and shall be valid and enforceable, including but not limited to the possibility of amendment to the August 1, 2000 Irrevocable Trust by agreement of all the parties hereto. The trustees of the trust shall include at all times one representative selected by the parties hereto who are clients of Levenson and one representative selected by Tommie Rae. The trust shall also include an advisory board that shall include some member(s) selected by the parties hereto who are clients of Levenson and one representative selected by Tommie Rae.
- c) that there shall be no DNA testing of any children or grandchildren (or their issue) who are parties to this agreement and all such motions for same will be withdrawn or dismissed by consent of all parties hereto.
- d) that the parties hereto will create an entity (the "settlement entity") that will receive any and all assets and or proceeds payable to any of the parties, now or in the future, by virtue of any rights of James Brown, any of the entities of James Brown, the Estate of James Brown, the August 1, 2000 James Brown Irrevocable Trust, the Charitable Trust, and/or any rights the parties hereto have as heirs, devisees, and/or successors to James Brown for any purpose, including not limited to copyright, royalty, persona, image, likeness, etc. The parties will divide any and all such assets and or proceeds in the following proportions for as long as such assets and proceeds are paid into said entity or any successor entity thereto: (1) 50% to Charitable Trust; (2) 25% to Tommie Rae Brown, which includes any share attributable to James Brown II; and (3) 25% to all parties hereto represented by Louis Levenson as they agree among themselves. Tommie Rae hereby waives any spousal right she may have to such assets to the extent that they might otherwise exceed 25% thereof. The parties hereto represented by Levenson waive any right they may have to such assets to the extent that they might otherwise exceed 25% thereof.
- LB
- e) All parties hereto waive any claim or right to seek forfeiture against any party pursuant to any in terrorem and/or no-contest clause under any will or trust of James Brown, and specifically agree that any and all contests that were brought were brought in good faith

LJB

JBT
JBT
JBT
JBT

LJB
J.B.

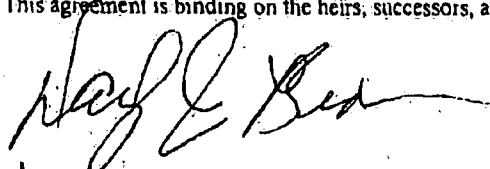
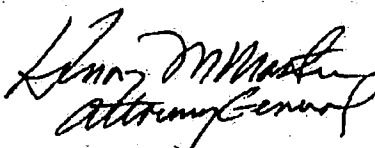
and with probable cause

- f) The promissory note and security deed currently due from the parties hereto represented by Levenson to the Estate of James Brown (with respect to the property known as Pops house, which is the home of the father of James Brown) will be marked satisfied and paid in full by the settlement entity for no additional payment being due.
- g) In the event that any party brings to the settlement entity any offer culminating in a contract to purchase property and/or rights from the settlement entity, if such party's efforts are disclosed to the estate or trust or the settlement entity acting for said estate or trust, then such party shall be entitled to a finder's or broker's fee as shall be negotiated to the extent reasonable and appropriate under applicable law.
- h) In the event that the property at 430 Douglas Drive, Beech Island, SC, is sold by the settlement entity, the parties hereto who are clients of Levenson shall have the right of first refusal to purchase said property at the Aiken County Tax Assessor's appraised value therefor as of the most recent assessment before the purchase. In the event the parties hereto who are clients of Levenson shall decline to exercise such right and close the sale within 120 days of the giving of the notice of the right of first refusal, then Tommie Rae shall have a right of next refusal for the next 120 days on the same terms as set forth above after she receives notice thereof.
- i) The parties agree that a trust similar to the Brown Educational Trust under the 2000 Irrevocable Trust will be established for the grandchildren of James Brown, and their issue, for as long as allowed under the applicable Rule Against Perpetuities, but in no event lasting for a period longer than 90 years from December 25, 2006. This Brown family educational trust shall be funded with a principal amount of \$2 million, which shall be carved out from the share of assets and proceeds payable to the Charitable Trust. Upon the termination of this Brown family educational trust, the remaining principal and any undistributed income shall be distributed to the charitable trust.
- j) The parties agree that any and all will and trust contests will be dismissed
- k) The parties agree to use their best efforts to extinguish any other outstanding interests or claims by any potential heir, devisee, or successor and to the extent the termination of such interest or claim requires payment, for such payment to be made from the settlement entity, which of necessity would be allocated among the parties to the settlement entity pro-rata in aliquot shares
- l) The parties agree that the settlement entity and/or the parties will endeavor to create an appropriate and respectful museum or other memorial burial place acceptable to the settlement entity in which to maintain the remains of James Brown, preferably at 430 Douglas Drive, Beech Island, if feasible. If such is not accomplished within 7 years from date, then in that event the remains will be interred in the cemetery where the parents of James Brown currently are located in Augusta, GA, with the settlement entity paying

expenses of relocation. Parties hereto represented by Levenson, Tommie Rae, and James Brown II shall all have reasonable opportunities to visit privately the gravesite upon reasonable notice. The parties hereby waive any right to otherwise direct the location of the gravesite as a result of their status under law. The parties consent to an Order of the Aiken County Court of Common Pleas or to any appropriate Court to require the parties to comply with the terms of this paragraph of this agreement.

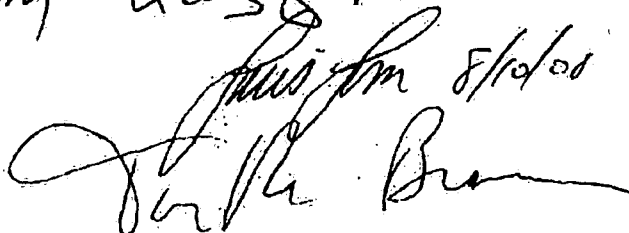
6 This agreement is a private binding agreement among the parties hereto. Although the parties hereto may agree to ask the Court to approve this agreement, this agreement remains binding among the parties and applies to personal representatives and trustees even if not approved by the Court.

7 This agreement is binding on the heirs, successors, and assigns of the parties hereto.

Feb  

Loysa Brown
Alana Brown Thomas
Deanna Brown Thomas for
Veneta Brown
Deanna Brown Thomas for
Yanna Brown

tom Larry Brown

 8/10/08
John H. Brown 8/10/08
Tom Rae 8/10/08