

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

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SC Court of Appeals

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

Appellate Case No. 2019-000362

Adele J. Pope, Appellant,

v.

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

**AMENDED RECORD ON APPEAL
VOLUME VII of VII
(Pages 2715 – 3098)**

Adam T. Silvernail (Bar No. 80219)
Law Office of Adam T. Silvernail, LLC
1905 Marion Street (29201)
Post Office Box 7995
Columbia, South Carolina 29202-7995
(803) 779-1770
adam@silvernaillawfirm.com

Counsel for Appellant

J. David Black (Bar No. 68499)
Kirsten E. Small (Bar No. 75681)
NEXSEN PRUET, LLC
1230 Main Street, Suite 700
Columbia, South Carolina 29201
(803) 771-8900
dblack@nexsenpruet.com
ksmall@nexsenpruet.com

Counsel for Respondents

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Appellate Case No. 2019-000362

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Adele J. Pope

From: Sonny Jones [AGSJONES@ag.state.sc.us]
Sent: Tuesday, August 12, 2008 10:51 AM
To: dearlyj@sccourts.org
Cc: J. C. Nicholson; Mary Frances Jowers; Matt Bodman; jdbaileylaw@bellsouth.net; ribuchananjr@bellsouth.net; shahidlo@bellsouth.net; weskirland@bellsouth.net; davidbell@davidbelllawfirm.com; Carter@eckb.com; William Barr; jmg@jimgriffinlaw.com; William Toal; Lori Christman; louis@levensonlaw.com; Thomas Lydon; Steve Morrison; adele@popelawfirm.com; mrosen@rosen-lawfirm.com; amedlin@sc.rr.com; Audra Byrd; WByrd@tumerpadget.com; C. Bradley Hutto; d_michel@yahoo.com; robtyoungatty@yahoo.com; Steve Brown
Subject: Fwd: Re: Proposed Email to Judge Early

Dear Judge Early:

We, the Attorney General of South Carolina, and Robert Rosen and Louis Levenson along with our clients are very pleased to announce to the Court that all differences between our clients have been resolved and fully settled in a written agreement which was executed following a mediation all day on Sunday August 10, 2008 on James Brown Boulevard in Augusta, Georgia. The Mediator was Tom Wills.

We believe that most of the issues in contention in the estate and trust matters are resolved by this agreement. There are still some issues that remain outstanding involving persons or attorneys who are not parties to our settlement. As such, we respectfully request that, before the hearing scheduled for Tuesday Aug. 19, 2008 in Aiken, SC. Your Honor please devote some time to a status conference with all counsel to discuss the ramifications of the settlement and how it impacts the future administration of the Estate and the Trust.

Because Louis Levenson had intended to present a proposed consolidated agenda for the hearing on August 19, 2008, and because all parties to the settlement referenced above believe that certain disputes involving non settling parties still remain and require hearings, below is an agreed upon list of issues and motions that can and hopefully will go forward on August 19, 2008:

1. The PR/Trustees' Order Separating claims of Cannon, Dallas and Bradley (Approved by Mr. Byrd).
2. Scheduling hearing on separate Accountings of Dallas and Bradley as PRs and Trustees, and Attorney's fees. Removal/Appointment/Accounting, Case No. 2007-122 (For September, before September 25th please, Estate Tax Return due that day.)
3. Louis Levenson's Motion for Supersedeas and Bond regarding the Appeal by Buddy Dallas and Al Bradley (Evidence of damages will need to be presented.)
4. Remaining evidence and argument on Motion for Contempt as to Buddy Dallas and Al Bradley, filed by Clients of Louis Levenson on March 18, 2008 regarding testimony on March 7, 2008.
5. Rule 59 Motion to Alter or Amend and/or Reconsider Order Approving and Setting Conditions of Interim Payment of Educational Benefits filed by Louis Levenson on July 31, 2008.
6. David Bell/Forlando Brown's Withdrawal of Stipulation (filed on 8-1-08); and
7. David Bell's Motion to be Admitted Pro Hac Vice filed August 7, 2008.
8. Steve Brown's motions regarding M&T Bank.

We request that you stay or defer all other matters until some date after this status conference.

We also request that you let us know in advance if this is acceptable to you.

Thank you.

C. Havird Jones, Jr.
Senior Assistant Attorney General
Office of the South Carolina Attorney General
P.O. Box 11549
Columbia, SC 29211
Phone: 803.734.3654
Fax: 803.734.3677
AGSJONES@ag.state.sc.us

7-8-2009

2715

PLAINTIFF'S
EXHIBIT
Wingate 6
3-6-17

Form 706 (Rev. 10-2008)

Estate of: James Brown

259-32-3801

SCHEDULE F - Other Miscellaneous Property Not Reportable Under Any Other Schedule

(For jointly owned property that must be disclosed on Schedule E, see the instructions for Schedule E.)
(If you elect section 2032A valuation, you must complete Schedule F and Schedule A-1.)

1	Did the decedent at the time of death own any works of art or items with collectible value in excess of \$3,000 or any collections whose artistic or collectible value combined at date of death exceeded \$10,000? If "Yes," submit full details on this schedule and attach appraisals.	Yes	No
2	Has the decedent's estate, spouse, or any other person, received (or will receive) any bonus or award as a result of the decedent's employment or death? If "Yes," submit full details on this schedule.	X	
3	Did the decedent at the time of death have, or have access to, a safe deposit box? If "Yes," state location, and if held in joint names of decedent and another, state name and relationship of joint depositor. See attached If any of the contents of the safe deposit box are omitted from the schedules in this return, explain fully why omitted.		X

Item number	Description. For securities, give CUSIP number. If trust, partnership, or closely held entity, give EIN	CUSIP number or EIN, where applicable	Alternate valuation date	Alternate value	Value at date of death
1	Jewelry and Furs. Value based on former Personal Representatives' Probate Court Inventory and Appraisement balance. Tangible Personal Property.				114,529
2	Residue of assets including those owned by the estate, trust & other James Brown entities including but not limited to royalty interests, reversion rights, image, persona, licenses & other related rights including rights owned by Geronimo, LLC; James Brown DBA The New James Brown Enterprises, Inc. (sic); and James Brown Enterprises, Inc. Also including but not limited to rights and claims against former PRs/Trustees, Seventh Decade and/or others for losses during the period prior to the death of James Brown.				84,000,000
Total from continuation schedules (or additional sheets) attached to this schedule					0
TOTAL (Also enter on Part 5-Recapitulation, page 3, at item 6.)					84,114,529

(If more space is needed, attach the continuation schedule from the end of this package or additional sheets of the same size.)
(See the instructions on the reverse side.)

JSA
6R6012 0.030

SEE PRS' STATEMENT C ATTACHMENT #1

Schedule F - Page 19

2716

JB Estate13

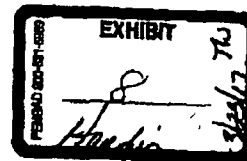
Bob's & Adele's Correct \$84 Million Value for James Brown Assets

I. Evidence of \$84 Million Value Before Bob & Adele Named.

- 2003 -2006 Brown earns \$18 Million between 2003 and 2006 in Road shows (Morris)
- 2000 - 2007 Brown earns \$3 million a year in royalties from copyrights.
- May 2006 Royal Bank of Scotland Appraisal puts major copyrights at \$42 Million.
- At Death Brown has claim against Cannon for \$12+ Million taken since 1999.
- At Death Movie Deal option pending & paying Brown each year, \$750K total.
- At Death Brown has claim against Morgan Stanley for Cannon \$10 MM takings.
- At Death Brown has claim against Katz/GT re: Oct. 18 Ltr., RBS deal, etc.
- Early 2007 Jg. Walter Williams discusses \$250 Million value of James Brown assets with investors & Jg. Bradley, who has knowledge of Brown holdings.
- Jan. 2007 Cannon/Dallas offer Yamma & Deanna \$5 Million, 5% of assets.
[*Cold Sweat*]
- Jan. 2007 Daryl, others report Cannon trustees digging for cash at Beech Island.
[Cannon later confirms boxes of money and buried funds.]
- Early 2007 Pinnacle issues prospectus to raise \$200 Million to buy/manage assets.
- Feb. 2007 R. Peebles reports Brown earning \$1 million per week on European tours.
- Feb. 2007 Hynie's lawyer claims "Book of Music" (copyrights) alone may be worth \$100 million. Confirms Hynie has substantial knowledge of assets.
- March 2007 Jg. Williams' \$100 Million value reported to *Chattanooga* is conservative.

II. More Evidence of \$84 Million Value While Bob & Adele SAs.

- May 2007 Dr. Cox values publicity rights at \$40-\$50 Million; Royalties, \$36-\$45 MM.



Sept. 2007 Wm. Sellars, CPA seeks IRS estate tax extension with \$80 MM value.

Oct. 2007 Cox Group, TJBL, issues first "Letter of Intent" to Dallas for \$100 MM.

2007 Buddy Dallas tells Bob & Adele \$100 Million sale under Oct. 18 Ltr. ok.

Nov. 2007 Dr. Cox reports Industry Standard for Royalties = $12 \frac{1}{2} \times$ revenues.

Nov. 2007 Tax Atty. Wm. Hammond value assets at \$85,663,562.99 on I & A.

Nov. 2007 Bob & Adele propose to value Royalties/Publicity Rights by formula
 $12 \frac{1}{2} - 14$ times Royalties plus $\frac{1}{2}$ annual Gross Road Revenues.

Nov. 2007 Neither AG McMaster nor anyone else opposes valuation proposal.

III. More Evidence of \$84 Million Value While Bob & Adele PR/Trustees.

2007

Dec. 2007 AG Jones Inquires about \$100 Million offer. Oct. 18 Ltr. prevents sale.

Dec. 2007 **Will/Trust Challenges Put Temporary Hold on Consideration of Sales.**

2008

Jan. 2008 Forlando/Powell Goldstein (PG) claim tens of millions in 2000 Trust.

Feb. 2008 Second TJBL \$90 - \$100 Million letter of Intent. First Terry \$2 Million offer for all TPP.

By Mar. 2008 Estate/2000 Trust sue Cannon, MS, GT Now pending. Seeking \$30MM.

Mar. 2008 Cannon takings known to be \$17 Million. (MS + \$5 MM "check to nobody")

March 2008 3rd TJBL \$90 - \$100 Million offer for 2000 Trust assets. 2d Terry offer.

Aug. 2008 McMaster Settlement Reached. Bob & Adele asked to "stand down."

Sept. 2008 AG & Settling parties decline to help w/ preparation of Est. Tax Return.

2008 Prof. Einhorn advises Bob Brown's Copyrights likely $15 - 20 \times$ revenue

Sept. 2008 Bob, Adele, Sellars file Est. Tax Return w/ Value at about \$84 Million.

Sept. 2008 Forlando says under oath that \$150 Million offers still available.

Oct. 2008 AG and all Settling Parties given Estate Tax Return. No objections filed.

2009

Jan. 2009 Bob & Adele invite AG, Hynie, etc. to Corbis/GreenLight meeting, NYC.

Feb. 2009 Jg. Early's order frees Bob and Adele to propose Right of First Offer.

2009 Hynie's lawyers seek *ex parte* Order to stop any sale of Brown assets.

Spring 2009 Bob and Adele warn AG McMaster of Terry/Bell devaluation scheme.

Spring 2009 Harley Ruff, Esq. testifies about Estate/other tax problems of Settlement.

Spring 2009 Bob & Adele propose Corbis/GreenLight Publicity Rights Deal projected to bring in \$2 Million per year. Rejected by Settling Parties.

IV. More Evidence of \$84 Million Value By Filing of Richland 4900

June 2009 Bob & Adele urge F. Kingsmore of Nexsen Pruet (NP) & Russell to begin Corbis/GreenLight 2-year Publicity Rights contract, expected to earn \$2 Million per yr.

June 2009 Kingsmore says it seems a good idea, but must check w/ David Bell.

Aug. 2009 Hynie's lawyer (Medlin) proposes to Nexsen Pruet (NP) and others to devalue Brown's copyright to 6- 8 x revenues & publicity rights at ZERO.

Sept. 2009 NP attorney Wilkins requests lift of stay during McMaster Settlement appeal. States:

THE STAY SHOULD BE LIFTED TO ALLOW BAUKNIGHT TO CONTINUE AND TO EXECUTE THE PLANS THAT HE WAS ALREADY WORKING ON TO ENTER INTO VARIOUS BUSINESS VENTURES FOR THE ESTATE; FOR EXAMPLE, MARKETING JAMES BROWN'S MUSIC, MARKETING HIS IMAGE, HIS PERSONA, DEVELOPING VIDEO GAMES WITH JAMES BROWN AS THE CENTRAL CHARACTER, PRODUCING A DIGITAL REBIRTH OF JAMES BROWN JUST LIKE THE BEATLES ARE DOING TODAY AND NEGOTIATING A MOVIE DEAL. WE'VE HAD NUMEROUS OPPORTUNITIES TO ENTER INTO DOCUMENTARY SERIES ABOUT JAMES BROWN AND ALL OF THESE THINGS ARE JUST SITTING THERE READY TO GO....

2010 Richland 4900 claims Bob & Adele should have accepted \$100 million offer to Dallas in 2007 while telling IRS & Supreme Court no offers made.

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF SOUTH CAROLINA
COLUMBIA DIVISION

Forlando J. Brown

Plaintiff,

vs.

Adele J. Pope, individually and As
Trustee of the Irrevocable Trust
established by James Brown in August 1,
2000, and

Robert L. Buchanan, Jr., individually and
As Trustee of the Irrevocable Trust
established by James Brown in August 1,
2000.

Defendants.

Civil Action No.: 3:08-CV-00014-WOB

RULE 26(a)(2)(B) REPORT OF EXPERT
TESTIMONY OF JAMES C. HARDIN III

PERSONAL BACKGROUND AND QUALIFICATIONS

1. I am an attorney licensed to practice law in the States of South Carolina and North Carolina. I am a certified specialist in estate planning and probate law in the States of South Carolina and North Carolina. I have been practicing law since 1974, with my practice being concentrated in the areas of estate planning, probate and trust law, including drafting wills and trust agreements, serving as attorney for fiduciaries (executors and trustees), as well as service as fiduciary.

2. I am co-author with S. Alan Medlin of the treatise The South Carolina Trust Code (SC Bar Publishers, 2006). I served a Chair of a South Carolina Bar Committee which studied the Uniform Trust Code, and, on behalf of the South Carolina Bar, assisted in the passage in 2005 of the South Carolina Trust Code, based in large

measure on the Uniform Trust Code. The South Carolina Trust Code, like the Uniform Trust Code, covers both charitable and noncharitable trusts. I also served on the South Carolina Probate Code Bar Study Committee in the 1970's and 1980's and assisted in the passage of the South Carolina Probate Code in 1986. I am a Fellow and former South Carolina State Chair of the American College of Trust and Estate Counsel (ACTEC). I am very familiar with the charitable trusts and gifts, and several years ago was engaged by Duke University to draw its series of sample charitable trust and gift forms for use by donors to the University. Please see my resume attached, which includes these and other qualifications, including a list of all publications authored by me within the preceding ten (10) years. Another attachment lists other cases in which I have testified or provided depositions as an expert within the past four (4) years.

NATURE OF OPINION

3. I have been retained by the law firm of Sowell Gray Stepp & Laffitte, LLC, as counsel for Robert L. Buchanan, Jr. and by Daryl L. Williams, Esquire, of the firm of Jeter & Williams, P. A., counsel for Adele J. Pope in connection with the above captioned matter wherein Forlando J. Brown has commenced an action against Buchanan and Pope, individually and as Trustees of the Irrevocable Trust established by James Brown on August 1, 2000 (the "James Brown Trust"). Mr. Forlando Brown alleges that Pope and Buchanan have breached their fiduciary duties and requests that they be removed as Trustees and enjoined from taking any further activities with respect to the Trust.

4. I have been asked to give an opinion as to whether Pope and Buchanan breached their fiduciary duties as Trustees of the James Brown Trust. I am being paid at my regular hourly rate from time to time for legal services rendered as well as being reimbursed for my costs and expenses. My present hourly rate is \$415 per hour. I am

also billing for the services of support personnel who assist me whose rates range from \$180 per hour to \$200 per hour.

**DATA AND OTHER INFORMATION CONSIDERED
BY THE WITNESS IN FORMING THE OPINIONS**

5. Amended Complaint of Forlando Brown, Responsive Pleadings of Pope and Buchanan, including Motion to Dismiss, and Answers to Interrogatories of Pope and Buchanan.

6. The Orders handed down by the Honorable Sue Roe, Probate Judge for Aiken County, South Carolina, the Honorable Doyet A. Early, III, Circuit Court Judge for the Second Judicial Circuit, and the Honorable Jasper Cureton, Judge of the South Carolina Court of Appeals.

7. Selected transcripts of hearings in regard to the aforementioned State Court Orders.

8. Depositions of Adele J. Pope, Robert L. Buchanan and Forlando J. Brown.

9. The legal authorities set forth in the portion of this report captioned "Authorities Consulted."

OPINION

Based on my review of the foregoing information and legal authorities, the following are my opinions arrived at to a reasonable degree of professional certainty.

A. Propriety of Service of Pope and Buchanan as both Personal Representatives of the Estate of James Brown and Trustees of the James Brown Trust

10. Mr. Forlando Brown's allegation that Pope and Buchanan have an inherent conflict of interest because they serve as Personal Representatives of the pour-over Will and Trustees of the James Brown Trust is neither supported by the practicalities of estate and trust administration nor by governing legal authorities. It is

both customary and appropriate for a client to name the same person or entity as Personal Representative of his or her Will and as Trustee of his or her Trust Agreement, whether revocable or irrevocable. In the course of thirty-four years of practice, I have drafted hundreds of wills and trust agreements where the same person or entity is appointed as Personal Representative and as Trustee of a Trust Agreement. That is especially true where, as here, the testator devises (or "Pours Over") some portion or even all of the assets in the estate to the Trustee of a previously created Trust Agreement, or to a Trust Agreement which has been incorporated by reference in the Will. Putting aside the issue of the wisdom of choosing Messrs. Alfred A. Bradley, Albert H. Dallas and David G. Cannon as Personal Representatives and Trustees, the late James Brown's appointment of the same individuals as Personal Representatives and Trustees follows a normal and usual estate planning practice. For example, instructions to the federal estate tax return Form 706 recognize, in Schedules R and R-1, a simplified signing procedure when the Personal Representative and the Trustee are the same person or entity.

11. In my professional judgment and depending upon the facts, failing to name the same persons or entities as Personal Representatives and Trustees in a pour-over Will and Trust Agreement may deviate from established practice in the field. Since the duties of the Personal Representative of the pour-over Will and the Trustee of the Trust Agreement are in many cases overlapping and not sequential, naming separate fiduciaries may cause unnecessary duplication of effort and increased costs. The Personal Representatives may be required to spend considerable extra time and expense in familiarizing a different person or entity as Trustee of the Trust Agreement. Also, percentage fees on distribution of assets from the estate or acceptance fees for assets accepted by the Trust are more easily avoided when the Representatives and Trustees are the same. In my experience, such economies can be achieved regardless

of whether the Trust Agreement has been substantially or only nominally funded during the testator's lifetime. Naming the same persons or entities as Personal Representatives and Trustees is no more unusual than the testator's establishing Trusts under his Will (testamentary trusts) as opposed to trusts established in a separate Trust Agreement, and naming the same person or entity as testamentary Trustee as was named as Personal Representative.

12. Supportive of James Brown's intent in this regard, his Trust Agreement contains in Article X ("Powers for Trustee") several references to the possibility of the Trustee also serving as Personal Representative. The Trustee is empowered:

"(25) to purchase property, real or personal, from the Grantor's General Estate upon such terms and conditions as to price and terms of payment as the Grantor's Personal Representative and the Trustee shall agree... the fact that the Grantor's Personal Representatives and the Trustee are the same shall in no way affect the validity of this provision." and;

"(31) If the Trustee shall act as the Personal Representative of the Grantor's Estate, to elect to allocate any portion of the Grantors' generation-skipping transfer tax exemption provided for in Code Section 2631..." (emphasis supplied)

In his Order dated April 8, 2008, Judge Early expressly approved of the appointment of Pope and Buchanan and of the propriety of their actions:

"Buchanan and Pope, without objection, introduced the affidavit of attorney Rita B. Cullum, a certified specialist in Estate Planning and Probate law. Ms. Cullum's affidavit supports the position of Buchanan and Pope that it is customary and appropriate for the same persons to serve both as PRs and as Trustees in a unified Estate Plan such as Mr. Brown's.

The Will and Trust of Mr. Brown clearly contemplate that the same persons will be both PRs and Trustees. They set out broad powers for the interaction of the two. For example, Article XXI (25) [sic] says "(t)he fact that the Grantor's personal representative and the Trustee are the same shall in no way affect the validity [of a right in the Trustee to purchase or sell to the Estate]."

In summary, the service by Buchanan and Pope as both PRs and Trustees is appropriate, efficient and contemplated by the documents.

The extraordinary twists and turns which this Estate/Trust has taken suggest that there may be a need for a special administrator and/or

special trustee at some time in the future. This Court finds that Buchanan and Pope were properly appointed; have properly performed; and should continue in both capacities. This does not prevent them, or any other Interested Person, from seeking the appointment of a special fiduciary when and as needed."

The South Carolina Trust Code addresses Trustee conflicts in Section 62-7-802 ("Duty of Loyalty"). Although the James Brown Trust was executed on August 1, 2000, prior to the January 1, 2006 effective date of the Code, the Code's retroactivity provisions at Section 62-7-1106 make it applicable to the James Brown Trust.

Section 62-7-802 never suggests that a Trustee has a conflict of interest by virtue of his or her service as both Trustee and as Personal Representative of the estate. In fact, Section 62-7-802 (h)(3) of the South Carolina Trust Code provides that the conflict of interest rules of Code Section 62-7-802 do not apply to "a transaction between a trust and another trust, decedent's estate, or conservatorship of which the trustee is a fiduciary or in which a beneficiary has an interest." The comments to Section 62-7-802 (h)(3) note that, consistent with the Restatement (Second) of Trusts Section 170, cmt. r (1959), subsection (h)(3) "authorizes a Trustee to engage in a transaction with another trust of which the trustee is also trustee or a transaction with a decedent's estate or a conservatorship estate of which the trustee is Personal Representative or Conservator..." (emphasis supplied). This rule is justifiable given the many overlapping duties of the Personal Representatives and Trustees, as will be addressed below.

B. Legality of Pope and Buchanan's Appointment as
Co-Trustees of the James Brown Trust and as Co-Personal Representatives of
the James Brown Estate.

13. After James Brown's Will was admitted to informal probate on January 18, 2007, Aiken County Probate Judge Sue Roe entered her Order dated January 26, 2007, which provided in its entirety as follows:

Pursuant to Code of Laws of South Carolina Section 62-1-302(d), as amended, upon this Court's Motion, this case is hereby transferred to the Court of Common Pleas by Order of this Court.

Section 62-1-302(d)(4) of the Code of Laws of South Carolina permits any party or, as here, the Court on its own motion to remove a matter regarding trusts from Probate Court to the Court of Common Pleas. Upon removal of a matter involving trusts, the Circuit Court has jurisdiction to supervise Trustee appointment, resignation and removal under Sections 62-7-706 and 62-7-201.

14. Pope and Buchanan were not officious intermeddlers into the James Brown Will and Trust Agreement, as Forlando Brown's Amended Complaint alleges. After Mr. Brown's death on December 25, 2006, Probate Judge Roe on January 18, 2007 informally appointed Bradley, Cannon and Dallas as Co-Personal Representatives of his estate. On January 24, 2007 his six acknowledged children and their children petitioned for the removal of James Brown's business associates Bradley, Cannon and Dallas as Co-Representatives and Co-Trustees and for the appointment of a Special Administrator because of the alleged conflicts between Bradley, Cannon and Dallas' personal interests in the estate and trust and their interest as fiduciaries. This is the type of conflict that Section 62-7-802, referenced above, was enacted to address. Among other things the children alleged that Bradley, Cannon and Dallas had claims against the estate and were parties to contracts with the late Mr. Brown. Judge Early entered his Order dated February 19, 2007 denying the beneficiaries' petitions to remove Bradley, Cannon and Dallas, but ruling that a Special Administrator should be appointed under Section 62-3-614 out of "an abundance of caution." Subsequently, Judge Early afforded the beneficiaries the opportunity to nominate candidates for Special Administrators. After interviewing various candidates in a process in which all parties were invited to participate, Pope and Buchanan were chosen as Special Administrators. It was only at

this point that Pope and Buchanan became involved in the estate and the James Brown Trust.

15. In his November 20, 2007 Order appointing Pope and Buchanan as Co-Personal Representatives and Co-Trustees, Judge Early may not have followed the provisions for trustee succession provided in Articles VIII and XIII of the James Brown Trust. Those articles provide that the named Trustees could name their successors, and in the absence of the service of any of the existing Trustees, successors might be appointed by unanimous vote of the Advisory Board provided for in the Trust Agreement. In the appointment, resignation or removal process, the Court is not required to adhere to the succession language in the Trust Agreement. S. C. Code Ann. Section 62-7-105(b)(10) discussed below. By November 20, 2007, the egregious mismanagement and derelictions of Bradley, Cannon and Dallas had become very apparent to the Court. They had begrudgingly provided limited information to Pope and Buchanan despite the latter's continued efforts to secure it, and Judge Early's orders directing them to produce information and provide accountings. For these practical reasons, and in light of these acknowledged derelictions, Judge Early was justified in varying from the literal terms of trustee succession in the Trust Agreement. His approach is supported by a number of statutory provisions.

16. Section 62-7-412(a) of the South Carolina Trust Code allows the Court on its own initiative to

"modify the administrative or dispositive terms of a trust...if because of circumstances not anticipated by the Settlor, modification or termination will further the purposes of the Trust. To the extent practicable, the modification must be in accordance with the Settlor's probable intentions." (emphasis supplied)

Modification by the Court of the administrative terms of a trust can also occur if the Court finds that the existing terms "would be impracticable or wasteful or impair the trust's administration." Here, Judge Early's departure from the trustee succession

provisions of the Trust Agreement was tantamount to a judicial modification of the James Brown Trust Agreement.

17. The South Carolina Trust Code at Section 62-7-105 sets forth certain default and mandatory rules. It provides that unless the terms of the Trust provide otherwise, the Trust Code governs the duties and powers of a Trustee and the rights and interests of the beneficiaries. Section 62-7-105(b) provides that the terms of a Trust including those in respect to the appointment and removal of Trustees, prevail over any provision of this article except "(10) the power of the court to take such action and exercise such jurisdiction as may be necessary in the interests of justice..." (emphasis supplied). Also see Section 62-7-201(b),(c) and (d). The plenary power of the Court over Trusts is similar to the power of the Court over the administration of estates. See Section 62-1-302.

18. Judge Early ruled in his Order dated April 8, 2008 that there was no conflict of interest caused by Pope's and Buchanan's service as Co-Personal Representatives and Co-Trustees. This outcome is consistent with the South Carolina Trust Code and the terms of the James Brown Trust Agreement. Even if the conflicts of interest provisions of Section 62-7-802 might apply to Pope and Buchanan's service as Representatives and Trustees, they would not be exposed to liability by virtue of Section 62-7-802 (b), which provides as follows:

(b) Subject to the rights of persons dealing with or assisting the trustee as provided in Section 62-7-1012, a sale, encumbrance or other transaction ...entered into by the trustee for the trustee's own personal account or which is otherwise affected by a conflict between the trustee's fiduciary and personal interests is voidable...unless:

"(1) the transaction was authorized by the terms of the trust;

(2) the transaction was approved by the court. (emphasis supplied)

19. The Plaintiff's allegations that thereafter Pope and Buchanan engaged in a concerted plan to "strip the Trust" is illogical. The James Brown estate assets are

ultimately bound for the James Brown Trust by virtue of the pour-over Will. As noted later, the compensation of Pope and Buchanan as Co-Personal Representatives and Co-Trustees was reasonable, provided savings to the Trust beneficiaries, and would not be substantially affected by whether an asset is in the estate or trust. In the common scenario where the same person serves as Personal Representative of the estate and Trustee of the Trust Agreement, the assets are under the control of a fiduciary, and, in this case the same fiduciaries, regardless of whether they are held by the estate or Trust. In my experience the Personal Representative may distribute estate assets to the trust gradually, at various points during estate administration, depending on a variety of factors such as the need for Personal Representatives, in cooperation with the Trustees, to deal with claimants and estate and gift tax authorities, and the fiduciary income tax ramifications of distributions. In that context, the safeguarding of assets falls on both the Personal Representative and Trustee, whose duties are overlapping though not identical. For example, in South Carolina the Prudent Investor Rule of S. C. Code Ann. 62-7-933 applies to both Personal Representatives and Trustees. They must take the same care to invest and manage assets regardless of whether those assets are in the estate or Trust.

Though Judge Early departed from the terms of the Trust Agreement regarding how to select successor Trustees, Pope and Buchanan's entry into service as Co-Trustees did not give rise to a breach of fiduciary duty on their part. If the Court grants relief not in accordance with the terms of the Trust, by virtue of the plenary authority granted it, the Trustees' adherence to the Order does not equate to a breach of trust. The Trust Code defines a breach of trust (equivalent to the allegations of breach of fiduciary duty against Pope and Buchanan) as "a violation by a Trustee of a duty the Trustee owes to a beneficiary..." Section 62-7-1001. This is a closely supervised estate and Trust administration, wherein Judge Early held in excess of ten hearings in the first

year after Mr. Brown died. Since Pope and Buchanan have acted in accord with Judge Early's Orders, in contrast to the conduct of Cannon, Bradley and Dallas, it follows that they could not have committed a breach of trust. Remedies for breach of trust are exclusively enforced by the Court. In Judge Early's Order of March 7, 2008, denying the Motions of Messrs. Bradley and Dallas to alter, amend or vacate the Court's November 20th Order, Judge Early catalogues the derelictions of Bradley, Cannon and Dallas to that point.

C. Pope and Buchanan's Maintenance, after their Appointment as Co-Personal
Representatives and Co-Trustees, of Common Bank Accounts for
the Estate, the Trust and the James Brown Entities.

20. Pope and Buchanan, first as Special Administrators and later as Personal Representatives and Trustees, secured only begrudging cooperation from Bradley, Cannon and Dallas. Despite Judge Early's orders and the entreaties of Pope and Buchanan, identifying and marshalling assets in the Estate and the Trust had become a daunting process for Pope and Buchanan. Judge Early recognized the exigent need to accept the resignations of Bradley and Cannon and appoint replacements as Co-Personal Representatives and Co-Trustees in his November 20, 2007 Order. The mismanagement of Bradley, Cannon and Dallas had included the failure to keep separate accounts in respect to transactions regarding James Brown Enterprises, Inc. and the other Brown businesses (collectively the "Brown Entities"), James Brown himself and the James Brown Trust.

As Pope noted in her deposition at page 107:

"The trustees never made even a list of assets. They can't say what was in the trust. They didn't manage it. They didn't do tax returns. They didn't do anything that would normally indicate the appropriate management of a trust for the seven years before it was contested."

Given the mounting evidence of mismanagement in the fall of 2007, Pope and Buchanan, then acting as Special Administrators, acted appropriately in requesting that Judge Early allow the maintenance of common bank accounts under court enforced guidelines. This request was made on or about November 15, 2008 and was granted on November 20, 2008. To do otherwise would in my opinion have caused delay in their continued effort to locate and inventory estate and Trust assets and to make determinations about the valuation and reporting of assets on the inventory and estate tax return.

The Court placed ample safeguards on the maintenance of common accounts. In his Order of November 20, 2007, Judge Early ruled that the accounts could be combined provided that Pope and Buchanan maintained a running record of both expenses and payments, which record would be available to the parties and the office of the Attorneys General of South Carolina and Georgia. Specifically, there would be no combination of charitable and non-charitable funds. The only combination regarding the James Brown Trust would be in respect to the Trust in its present pre-division status, prior to its segregation into its subtrusts, that is, the non-charitable Brown Family Educational Trust Brown and the charitable "I Feel Good" Trust. Such combination of accounts is analogous to Section 62-7-810(d) of the South Carolina Trust Code, which permits a Trustee to "invest as a whole the property of two or more separate trusts."

D. Fees and Commissions of Pope and Buchanan as Special Administrators.

Personal Representatives and Trustees.

21. By way of compensation, Mr. Brown's Will provides at Item 4(iii) that for his, her or its service, the Personal Representative "shall receive reasonable compensation for the services rendered and reimbursement for reasonable expenses." In my experience references to "reasonable compensation" in the Will allow Pope and

Buchanan to take the statutory percentage compensation for Personal Representatives. The fee for Personal Representatives under Code Section 62-3-719 is "not to exceed five per cent (5%) of the appraised value of the personal property of the probate estate plus the sales proceeds of real property of the probate estate received on sales directed or authorized by Will or by proper Court Order...." Additionally, the Personal Representative may receive "not more than five per cent (5%) of the income earned by the probate estate in which he acts as fiduciary."

22. The James Brown Trust provides at Article VIII (iii) that "the Trustee shall receive reasonable compensation for the services rendered and reimbursement for reasonable expenses." Pope and Buchanan promulgated bylaws to the Trust which afforded them a collective annual compensation of one-half (1/2) of one per cent (1%) of the Trust principal. In my opinion this is well within the norm for the services of Trustees. The fee schedule of many corporate Trustees is a higher percentage on principal. Further, many corporate Trustees charge in addition to a percentage of principal, a percentage of income earned. Pope and Buchanan are not proposing any compensation on income. Lastly, Pope and Buchanan are splitting the percentage compensation. It is not uncommon for Co-Trustees to be compensated independently of one another. This is especially true when one fiduciary is a corporation and the other is an individual.

23. In his January 8, 2008, Order, Judge Early approved the payment of hourly fees of \$317,000 and unreimbursed costs of \$2,415.38 to Pope and Buchanan for their services as Special Administrators between March 7, 2007 and November 20, 2007. The Court's resort to factors governing compensation of attorneys in scrutinizing the request for Special Administrator compensation was in my experience the proper approach. As Judge Early noted, during this March to November period Pope and Buchanan worked more than 950 hours and their staffs and law clerks worked more than

680 hours. The Court further ordered that commencing November 21, 2007, for their services as Personal Representatives and Trustees of the James Brown Estate and Trust Pope and Buchanan were to be paid on a "time plus cost" basis. Such time and cost payments were to be a deposit toward and without prejudice to their ultimate receipt of percentage commissions as Personal Representatives and Trustees. In my opinion for attorneys of the experience and skill level of Pope and Buchanan to charge in the range of \$300 per hour for their services is reasonable, when attorneys of their experience can command an hourly rate of \$500 or more in a matter of this complexity. Although Pope and Buchanan are attorneys at law in private practice who will perform many legal services to the estate and Trust, it is my understanding that they are not asking to be compensated for services as attorneys as well as services as Personal Representatives and Trustees. Accordingly, Pope and Buchanan's legal skills are available without added expense. Were Pope and Buchanan to be non-lawyers, it would be customary for them as Personal Representatives and Trustees to collect their commissions and also hire estate and trust lawyers paying their fees from estate assets.

24. It is my opinion that the issue of whether the Brown Entities form a part of the Trust or Estate is not significant with respect to the compensation which Pope and Buchanan receive as Personal Representatives and Trustees.

E. Overlapping Duties of Pope and Buchanan
as Co-Personal Representatives and Co-Trustees.

The Plaintiff focuses on the duties of Pope and Buchanan as Trustees of the James Brown Trust. These duties must be examined not in isolation, but in the context of how they overlap with their duties as Personal Representatives of the James Brown Estate. These duties are not inconsistent. If they were, the common practice of naming

the same person as Personal Representative and Trustee would be inherently problematical.

Section 62-3-709 provides that every Personal Representative shall safeguard the decedent's property, and may maintain legal actions to recover property of the decedent.

Trustees have a similar duty. Section 62-7-809 of the South Carolina Trust Code provides that "a trustee shall take reasonable steps to take control of and protect the trust property." The Comment notes that this section is a part of the Trustee's duties as a prudent investor.

Section 62-3-703(a) provides "A Personal Representative is a fiduciary who shall observe the standards of care applicable to Trustees as described by Section 62-7-933 [the Prudent Investor Act]. A Personal Representative has a duty to settle and distribute the Estate of the Decedent in accordance with the terms of a probated and effective Will and this Code, and as expeditiously and efficiently as is consistent with the best interest of the estate."

The primary duties of a Personal Representative are to probate the Will if one exists, to identify the assets of the Decedent and to marshal those assets, to pay the enforceable claims of the Estate including claims of tax authorities, and then to distribute the balance of the Estate to the beneficiaries thereof under the Decedent's Will, if any, or under the laws of intestate succession. See South Carolina Probate Code Article 3, Part 7 (S.C. Code §§ 62-3-701 et seq.) and Albert L. Moses, South Carolina Probate Practice Manual 4th Ed. (S.C. Bar 1990).

Section 62-7-811 of the South Carolina Trust Code requires that "a trustee shall take reasonable steps to enforce claims of the trust and to defend claims against the trust."

The Comments to this Code Section suggest that the term "claims" refers to third party claims such as efforts to collect debts due the Trust or enforce amounts payable to the Trust. In my experience in chairing the South Carolina Trust Code Committee and in participating in the writing of Comments, the term "claims" used in this Section would not include an effort by the Trustees to make a "claim" to secure assets from the Personal Representatives, who under the pour-over Will are bound to distribute those assets to the Trust in any event.

As Bogert notes:

An executor or administrator is an officer of the court issuing letters in a sense that a trustee is not, even if the latter is a testamentary trustee appointed by court decree. The estate of a deceased person is in the hands of the court until it is settled. Bogert, Trusts and Estates, Section 12.

Section 62-3-712 provides in part, "If the exercise of power concerning the Estate is improper, the Personal Representative is liable to the interested persons for damage or loss resulting from breach of his fiduciary duty to the same extent as a Trustee of an express trust." The South Carolina Probate Code defines the term "interested persons" to include, among others, creditors of the Estate. Interested persons also include heirs, devisees and beneficiaries. Section 62-1-201(20).

25. In addition to the Trustee's fiduciary duties referenced above, other duties of Trustees are well addressed in the South Carolina Trust Code. These include, among others, the duty to take action to administer the Trust (Section 62-7-801), the duty of loyalty in administering the Trust solely in the interest of the beneficiaries (Section 62-7-802), the duty of impartiality (Section 62-7-803), the duty of prudent administration (Section 62-7-804), and the duty to exercise control and protection over the Trust property (Section 62-7-809).

F. James Brown Enterprises, Inc. and other Brown Entities as
an Asset of the Estate or the James Brown Trust

In my opinion Pope and Buchanan are acting reasonably and in fulfillment of their fiduciary duties as both Personal Representatives and Trustees of the James Brown Trust in continuing to investigate whether the Brown Entities are presently owned by the estate or the James Brown Trust. As Pope emphasized in her deposition (page 91) on September 23, 2008, their research and review of documents relevant to this issue is ongoing.

"And Mr. Byrd stood up in court, counsel for your former clients Mr. Cannon and Bradley, stood up in and said: No problem, he'd have an accounting in a month. And it is now nine months later, and there is no accounting. And they refuse to even tell us what they believe was in the estate and trust at death. So we don't know what we're doing.

We're trying to save this estate plan for what Mr. Brown intended it, which was the education of needy and deserving children who desire to attend school in Georgia and South Carolina."

In my experience their approach is pragmatic. To this point, and despite Judge Early's Orders, Bradley, Cannon and Dallas have yet to fully account for their activities as Personal Representative and Trustees. Evidence that Mr. Brown sought to place the Brown Entities into the Trust prior to his death is to this point inconclusive. Some evidence suggests that James Brown exerted total control over the Brown Entities both before and after his establishment of the James Brown Trust in 2000.

Forlando Brown alleges that Pope and Buchanan are dogmatically trying to include the Brown entities in the estate. Entirely to the contrary, Pope and Buchanan refused to sign a Stipulation proffered to them in 2007 wherein they, as with various of the James Brown children and Tommie Rae Hynie, would have agreed that the Brown Entities were an asset of the estate. As Pope notes in her deposition (page 100) she and Buchanan presently are taking the position that subject to receiving more

information, the Brown Entities are equitably a part of the Trust, but are legally titled in the name of the Estate.

In my opinion to a reasonable degree of professional certainty, Pope and Buchanan properly have identified the following potential issues among others relevant to the question of whether the Brown Entities are part of the estate or the Trust:

1. If part of the estate, the Brown Entities may be subject to an elective share claim of Tommie Rae Hynie (if such claim has any vitality after the Supreme Court's recent decision in the case of Lukich v. Lukich, (No. 26541) 2008 S.C. Lexis 284 (S.C. S.CA September 8, 2008);

2. If part of the Trust, the estate may lose the federal estate tax charitable deduction due to the fact that the charitable "I Feel Good" subtrust had never been qualified as a 501(c)(3) entity. This issue of the potential loss of the estate tax charitable deduction was first raised by Bill Hammond, once an attorney for Messrs. Cannon, Bradley and Dallas.

3. From an income tax reporting standpoint, the Brown Entities may be owned by the estate since they were reflected as being owned by James Brown in the years after the Trust was established.

4. If the Brown Entities had been or were a part of the Trust, the former Trustees Cannon, Bradley and Dallas may have been successful in their efforts undertaken in 2007, unbeknownst to the Court and the Special Administrators, to transfer the situs of the Trust from South Carolina to Georgia or some other jurisdiction and thus remove the trust assets from the protection of the State of South Carolina, where James Brown died a resident.

Forlando Brown contends that if Pope and Buchanan take a position that the Brown Entities were owned by the Trust as opposed to the Estate, the Brown Entities would be free of the claims of estate creditors. This contention begs several questions, which in my experience are fundamental to the issue of creditors' claims. The first is that irrespective of a position taken by Pope and Buchanan, creditors of the estate are free to assert their claims against the James Brown Trust. Mr. Forlando Brown's contention is also predicated on a notion that if the assets of the Brown Entities were in the Trust prior to Mr. Brown's death, they would be immune from the claims of creditors of his estate. In my experience that issue is far from clear.

G. Pope's and Buchanan's Fulfillment of their Fiduciary Duties
as Co-Trustees

26. My experience suggests that Pope and Buchanan adequately are fulfilling their fiduciary duties as Trustees of the Trust. Judge Early so ruled in his Order dated April 8, 2008. In regard to their status as Trustees, they have sought, and by an Order by Judge Early dated July 25, 2008, procured Court approval allowing interim payments of educational benefits to eligible beneficiaries of the Brown Family Education Trust, established under the James Brown 2000 Trust subject to conditions imposed by the Court. On a Motion to reconsider, Judge Early ruled that in light of the challenges to the Will and the Trust Agreement, no payments for educational benefits could be made to beneficiaries of the Brown Family Trust unless specifically approved by the Court. The Judge noted that Forlando Brown had not yet made any application for scholarship benefits. Irrespective of the Court's reconsideration, Pope and Buchanan undertook efforts as described in this paragraph to afford benefits to James Brown's family beneficiaries.

27. Under an Order entered by the Honorable Jasper Cureton, Judge of the South Carolina Court of Appeals, Pope and Buchanan have been allowed to continue to function as Trustees of the James Brown Trust notwithstanding the pendency of the appeals by Bradley, Cannon and Dallas to Orders of Judge Early appointing Pope and Buchanan as Co-Personal Representatives and Co-Trustees.

28. In contrast to the proper performance by Pope and Buchanan of their fiduciary duties, the former Personal Representatives and Trustees, Cannon, Bradley and Dallas, have made efforts actively to conceal evidence of the following matters which are alleged against one or more of them:

- (a) On December 28, 2006 Personal Representative and Trustee Cannon received \$350,000 from the bank account of the 2000 Trust. Bradley

and Dallas were aware of this payment as well as a \$900,000 misappropriation by Cannon which was only discovered through the efforts of Pope and Buchanan as Special Administrators. The discovery led to the resignation of Cannon in August, 2007.

- (b) At some point after Mr. Brown's death on December 25, 2006 and before January 3, 2007, Dallas created a new post-death document entitled "Schedule B - Irrevocable Trust Agreement of James Brown." The new Schedule B indicated that substantially all of Mr. Brown's assets including his copyright and publishing rights and his image and persona had been transferred to the 2000 Trust prior to Mr. Brown's death.
- (c) Messrs. Cannon, Bradley and Dallas had entered into a letter agreement with James Brown in late 2006 providing for extraordinary contractual benefits to one or more of Cannon, Bradley and Dallas.
- (d) Finally, the former Personal Representatives and Trustees' accountant, Phillip Pharr, whose services were terminated by the Order of Judge Early of August 10, 2007, still caused to be filed in the fall of 2007 amended income tax returns for 2004, 2005, and 2006 for James Brown Enterprises, Inc. Such filings would have supported the proposition that the Brown Entities and other assets formed a part of the Trust prior to Mr. Brown's death. Prior to the amendment of these returns, James Brown himself was reflected as the owner of James Brown Enterprises, Inc.

29. As Pope noted in her September 23, 2008 deposition (page 81):

"...who to recover from for all the bad acts from 1999 to 2007; who is responsible for \$6 million taken missing in 1999, which Bill Hammond freely discussed in June of 2007; the Morgan Stanley account which went from 12 million to zero, and which Mr. Hammond said in June of 2007 was in the name of JBE, Inc., and controlled by Mr. Brown; who to hold accountable for having put approximately \$18 million of Mr. Brown's road revenues into a company wholly owned by David Cannon for three years and not have made Mr. Cannon account for that money."

CONCLUSION

It is my opinion to a reasonable degree of professional certainty that Pope and Buchanan have fulfilled their fiduciary duties as Special Administrators, Co-Personal Representatives of the James Brown Estate, and Co-Trustees of the James Brown Trust. Their compensation arrangements are reasonable and customary. Their service as both Co-Personal Representatives and Co-Trustees does not present a conflict of

interest. Their actions in fulfilling their fiduciary duties are in stark contrast to that of their predecessors, Bradley, Cannon and Dallas.

RIGHTS TO AMEND AND SUPPLEMENT

I specifically reserve the right to express additional opinions and to modify the opinions contained herein as additional information and documentation becomes available.


JAMES C. HARDIN III, ESQUIRE

JAMES C. HARDIN III, PLLC
WACHOVIA CENTER
113 E. MAIN STREET, SUITE 330
ROCK HILL, SOUTH CAROLINA 29730

DATED: November 6, 2008

AUTHORITIES CONSULTED

In addition to the authorities cited in Paragraphs 5 through 13 (including the transcription of the first day of the Burch deposition, exhibits thereto and authorities cited therein), the undersigned consulted the following authorities:

South Carolina Probate Code (Title 62), including South Carolina Trust Code (Chapter 7 of Title 62).

Internal Revenue Sections 643 (Separate Share Rules) and 645 (Single Fiduciary Return for Trust and Estate).

Lukich v. Lukich, (No. 26541) 2008 S.C. Lexis 284 (S.C. S.Ct. September 8, 2008).

Epworth Children's Home v. Beasley, 365 S.C. 157, 616 S.E.2d 710 (2005).

Bowles v. Bradley, 319 S.C. 377, 461 S.E.2d 811 (1995).

Matter of Jenkins, 313 S.C. 376, 438 S.E.2d 226 (1993).

Chiles v. Chiles, 270 S.C. 379, 242 S.E.2d 426 (1978).

Matter of James, 267 S.C. 474, 229 S.E.2d 594 (1976).

Mordecai v. Schirmer, 38 S.C. 294, 16 S.E. 889 (1893).

Boney v. Granger, 292 S.C. 308, 356 S.E.2d 138 (Ct. App. 1987).

Ramage v. Ramage, 283 S.C. 239, 322 S.E.2d 22 (Ct. App. 1984).

Galbreath v. del Valle, 633 N.E.2d 1185 (Ohio App. 10th Dist. 1993).

Hendrix College v. Arkansas Townsite Co., 108 S.W. 514 (Ark 1908).

Uniform Trust Code (National Conference of Commissioners on Uniform State Laws 2005).

Coleman Karesh, Trusts (South Carolina Law Publishers 1977).

Bogert, Trusts & Trustees §§ 12, 543, and 583.

Scott on Trusts, § 6.

Restatement (Second) of Trusts § 170, cmt. R (1959).

Commentaries on the Model Rules of Professional Conduct, American College of Trust and Estate Counsel (3d ed., 1999).

James C. Hardin III and S. Alan Medlin, The South Carolina Trust Code (S.C. Bar Publishers 2006).

Estate Planning in South Carolina, (Albert C. Todd III, ed.), Vols. I-III (S.C. Bar 2002).

Elizabeth Patrick Coleman, South Carolina Personal Representative Handbook (S.C. Bar CLE Div.).

Albert Lawrence Moses, South Carolina Probate Practice Manual 4th Ed. (S.C. Bar 1990).

In addition to the foregoing materials, I have relied on general principles of law and standards of practice within the specialized field on estate planning, probate and trust law, including legal authorities and treatises generally relied on therein, together with approximately thirty-four (34) years of practice experience concentrated in this area.

**CASES IN WHICH THE UNDERSIGNED TESTIFIED AS
AN EXPERT AT TRIAL OR BY DEPOSITION**

The following is a list of cases the undersigned testified as an expert at trial or by deposition in the last four years:

(a) Lisa LeSavoy, as Successor Trustee of the Trust under agreement dated November 9, 1993 f/b/o Craig Mennen Keefer v. John B. Lane et. al. (U. S. District Court for District of South Carolina). Trustee breach of fiduciary duty case. Prepared expert opinion and was deposed with respect thereto.

(b) Eakes v. Legg Mason (North Carolina, 2006) Testimony regarding the fiduciary duties, and standard of care, applicable to Trustee(s) and agents, including investment managers of various charitable trusts and family partnerships. This was an NASD arbitration.

(c) Gordon v. Bushee (Court of Common Pleas, Aiken County, South Carolina, 2007). Testified in attorney malpractice case.

(d) Ronald Self, et al v. Robert W. Yelton (Superior Court, North Carolina, 2008) Gave deposition regarding an attorney's standard of care in representing an estate planning couple as clients.

RESUMÉ

James C. Hardin III
James C. Hardin III, PLLC
Wachovia Center
113 East Main Street, Suite 330
Rock Hill, South Carolina 29730

Telephone: (803) 329-7601
Facsimile: (803) 329-8121

Other firm office where practice conducted:

Charlotte Office
6201 Fairview Road, Suite 200
Charlotte, NC 28210

Admitted to practice in South Carolina and North Carolina.

Native of Rock Hill, South Carolina. Graduate of Wofford College (B.A., magna cum laude, (1969), where he was a member of Phi Beta Kappa. Received his master's degree in history from University of Virginia (M.A., 1970) and law degree with distinction from Duke University (J.D., 1974). Instructor, Winthrop University, 1979 to 1990.

S.C. Bar Certified Specialist, Estate Planning and Probate Law, 1985 – present; Fellow of the American College of Trust and Estate Counsel since 1986; South Carolina State Chair of the College 2001-2006; member, State Laws Committee of the College, 2000 - present; Certified Circuit Court Mediator, 2006 - present; Member Uniform Study Committee, National Conference of Commissioners on Uniform State Laws, 2004 – present; S.C. Commission on Continuing Legal Education and Specialization, 1991-1997. Chair, S.C. Supreme Court Specialization Advisory Board on Estate Planning and Trust Law Specialty, 1988-1989; S.C. Bar House of Delegates, 1984-1986, 1990-1991, 2005-2006; Chair, Estate Planning, Probate and Trust Section, S.C. Bar, 1981-1982, 1989-1990, 2003-2004. Member, Section Council, Estate Planning, Probate and Trust Law Section, S.C. Bar, 1996-present; Vice-Chair, 2002; Chair, Uniform Trust Code Study Committee 2003-2005; Chair (1999-2002) and Member 1999 - present, Legislative Affairs Committee of Estate Planning, Probate and Trust Law Section, S.C. Bar; Chair, Joint Probate-Real Estate Section Study Committee on Probate and Estate Planning Aspects of Title To Real Estate, 1999-2000. Served as one of several S.C. Bar liaisons to the General Assembly during its consideration of adoption of the South Carolina Probate Code (1981-1986), the Uniform Prudent Investor Act (2001), the Uniform Principal and Income Act (2001) and the Uniform Trust Code (2006); preparer of Reporter's comments to a portion of the South Carolina Probate Code.

N.C. Bar Certified Specialist, Estate Planning and Probate Law, 2004 – present; Member, N.C. Fiduciary and Estate Planning Law Section; Member, Legislative Affairs Committee, N.C.

Trust Code Committee; Member, N. C. Fiduciary and Estate Planning Law Section Council 2001-2004; Member, Duke University Estate Planning Council; Member, Charlotte Estate Planning Council; Member, Charlotte Estate Planning Luncheon Group.

Co-Author with S. Alan Medlin, *The South Carolina Trust Code*, S.C. Bar Publishers, 2006; Contributor to *The Transcript* and to *South Carolina Lawyer*. Contributor to North Carolina Bar Association Newsletter, *The Will and the Way*. Speaker at numerous seminars including, among others, the American College of Trust and Estate Counsel Southeast Region, the South Carolina Bar, the North Carolina Bar Association, the Vermont Bar Association, Palmetto Land Title Association, South Carolina Probate Judges' Association, Duke University Estate Planning Council, and seminars sponsored by bank trust departments in both the Carolinas. (See attached list of publications and presentations made in the last 10 years.)

In thirty-four years of practice concentrating in estate planning, probate and trust law, has prepared estate plans for clients with net worths in excess of \$100,000,000 and has administered estates of clients in this asset category. Has served as Personal Representative and Trustee and as attorney for such fiduciaries. Has performed estate planning services for corporate executives, closely-held business owners and farmers. Has established and created private foundations for clients and also assisted clients in charitable giving both with remainder trusts and lead trusts, charitable gift annuities, and gifts of open space easements. Has created new charitable forms for Duke University.

Manager, James C. Hardin III, PLLC since 2005. Joined the Firm of Roddey Carpenter & White upon graduation from law school in 1974 and became partner in 1978. Partner there until joining Kennedy, Covington, Lobdell and Hickman as a Partner in 1986 to establish their South Carolina office. Practiced with and Chaired the Wealth Transfer Department of Kennedy Covington in their Rock Hill, Charlotte and Raleigh offices until 2005 when established own niche firm specializing in estate planning for both Carolinas.

Service as expert witness in cases on probate, estate planning and fiduciary law.

Listed in the *Best Lawyers in America (Trusts & Estates)*, Woodward & White, since 1987. Selected by peers in North Carolina Legal Elite and Top 100 North Carolina Super Lawyers Martindale Hubbell rating of "AV."

Title of Seminar Paper/Article	Publication / Venue	Date Presented /Published
New Directions or the Well Worn Path? Best Practices of Trust and Estate Attorneys	North Carolina Bar Advanced Planning and Drafting Seminar	September, 2007
Drafting Trusts After the Enactment of the South Carolina Trust Code	South Carolina NAELA (Elder Lawyers) Fall Retreat	September, 2007
The Section 643 Regulations: Did the Treasury Throw a Bone or an Anvil?	Al Todd Estate Planning Workshop: South Carolina Bar	July, 2007
A Comparison of the South Carolina and North Carolina Trust Codes	Grand Strand Estate Planning Council	February 22, 2007
The South Carolina Trust Code	Greenville Estate Planning Council	January, 2007
A Comparison of the South Carolina and North Carolina Trust Codes	American College of Trust and Estate Counsel Southeast Regional Meeting	November, 2006
Trust Actions: SCTC Background, Planning Analysis and Comments. James C. Hardin III, Alan M. Tewkesbury, Jr. and Julian W. Walker, Jr.	South Carolina Bar Association 14 th Annual Probate Bench/Bar	September 15, 2006
South Carolina Trust Code Dissecting the Parts: Part 6 Revocable Trusts (presented with Carolyn Rogers)	South Carolina Bar Uniform Trust Code Seminar	May, 2006
Estate Planning 101	York County Legacy Group Inaugural Speaker (multiple nonprofit organizations joining together for charitable giving education)	May, 2006
Moderator: The South Carolina Trust Code	South Carolina Bar Annual Convention: Probate, Estate Planning & Trust/Tax Law/Elder Law Sections Seminar	January, 2006
The Section 643 Regulations and The North Carolina Trust Code	North Carolina Bar Association CLE Seminar	July, 2005
The New South Carolina Trust Code	South Carolina Bar Seminar	December 14, 2005
The Use of Revocable Trusts under the New North Carolina Trust Code	North Carolina Bar Association CLE Seminar	2005
The New South Carolina Trust Code	South Carolina Bar Association Probate Bench/Bar	2005
Hot Topics: The North Carolina Principal and Income Act	North Carolina Bar Association CLE Seminar	September, 2004
Moderator: Probate Litigation	South Carolina Bar Seminar	June, 2004
Charitable Giving Techniques	South Carolina Association of Planned Giving Administrators	February, 2004
The New Principal and Income Act	CPA Association of Wilmington/Wrightsville Beach, NC	January 19, 2004
Income Tax Consequences of Total Return Trusts Clarified by Final Regulations (coauthored with Leslee K. Daugherty and Margaret P. Weeks)	<i>The Will and the Way</i> , North Carolina Bar Assn Probate Section newsletter	2004

The New Prudent Investor Act	<i>South Carolina Lawyer Magazine</i>	Fall, 2003
A New Regime for the Total Return Trust: The 2001 South Carolina Uniform Principal and Income Act (co-authored with Laura Pleicones)	South Carolina Bar Association CLE Seminar (Tax Law and Probate Law Sections)	January 25, 2003
A New Regime for the Total Return Trust: The 2001 South Carolina Uniform Principal and Income Act (co-authored with Laura Pleicones)	Wachovia Wealth Management LMA Carolinas Conference	October 21, 2002
A New Regime for the Total Return Trust: The 2001 South Carolina Uniform Principal and Income Act (co-authored with Laura Pleicones)	<i>South Carolina Lawyer Magazine</i>	July/August 2002
Post-Mortem Estate Planning: Selected Topics (co-authored with Laura Pleicones and Sarah J. Rich)	Wachovia Wealth Management LMA - Carolinas Conference	October 21, 2002
The New Separate Share Regulations Under Section 663(c) (co-authored with Laura Pleicones)	South Carolina Bar Association CLE Seminar	August 16, 2002
Qualified Conservation Contributions	Kennedy Covington Real Estate Department CLE Seminar	August 1, 2002
Total Return Meets the Power to Adjust Mapping the [Estate] Plan	South Carolina Bar Association CLE Seminar Chapter 3, Estate Planning in South Carolina, Vol. 11, ed. Albert C. Todd III; presented at South Carolina Bar CLE Seminar	August, 2002 June, 2002
Tax Consequences of Trusts	Presented to Charlotte, NC. Merrill Lynch investment advisors.	November 19, 2001
Selected Marital Deduction Issues, Together with New Planning Strategies under EGTRRA	Kennedy Covington Wealth Transfer Department CLE Seminar	October 31, 2001
Current Probate Issues Relating to Real Estate	Palmetto Land Title Association Seminar	October 24, 2001
Recent South Carolina Statutory Changes (Proposed and Enacted) Affecting the Probate Bench and Bar	South Carolina Bar Association Probate Judges Seminar	October 8, 2001
Estate Planning for Stock Options (co-authored with James E. Earle)	Kennedy Covington Wealth Transfer / Employee Benefits Department CLE Seminar	August 16, 2001
Post-Mortem Estate Planning: Selected Topics (co-authored with Laura Pleicones and Sarah J. Rich)	North Carolina Bar Association Foundation, 22nd Annual Estate Planning and Fiduciary Law Program	July 20, 2001
The Hubert Regulations	Kennedy Covington Wealth Transfer Department CLE Seminar	June 26, 2001
Transfer of Real Estate at Death -- Do Probate Code Changes Resolve the Issue?	<i>South Carolina Lawyer Magazine</i>	January, 2001
Rest in Peace: Will the Recent Probate Code Changes Finally Resolve the Transfer of Real Estate at Death?	<i>South Carolina Lawyer Magazine</i>	2000
The South Carolina Probate Code Revisited: Its Impact on the Real Estate Practitioner	South Carolina Bar Association CLE Seminar - Mid Year Meeting	1999

Adele J. Pope

Approved
1/23/09

From: Johnson, Tracy [Tracy.Johnson@warnerchappell.com]
Sent: Friday, January 16, 2009 3:06 PM
To: adele@popelawfirm.com; ribuchananjr@bellsouth.net
Subject: RE: "Get Right" / Dance Your Ass Off

Hi Adele,

The Publication date is 2/14/05. This is a new show on cable so the fees are going to be a little low but they are all MFN. We always stamp every request so the client knows the quotes are only good for 90 days and that everything is subject to the terms and conditions of our standard license agreement. The 3rd stamp is if they are asking for any Internet rights. Everything on here is very standard and OK with me.

I have nothing outstanding with you. I have gotten a response on everything I've sent.

Best Regards,

Tracy Johnson
Administrator, Film and TV
Warner/Chappell Music - Licensing Dept.
310-441-8671 phone
310-470-6399 fax
tracy.johnson@warnerchappell.com

From: Adele J. Pope [mailto:adele@popelawfirm.com]
Sent: Friday, January 16, 2009 11:45 AM
To: Johnson, Tracy; ribuchananjr@bellsouth.net
Subject: RE: "Get Right" / Dance Your Ass Off

Tracy,

Can you confirm for us the year of Get Right's first publication to help us not have to look it up.
Thanks.

I don't recall anything from 495 Productions. Could you comment on the stamped notations at the bottom of the Term Sheet to let me know if you perceive any problems. Could you also please give us your recommendations on the basic license term and all three options.

Also, We are completing our year-end summaries for 2008 and organizing for 2009. We would very much appreciate it if you have any summary of 2008 approvals you could send us.

We would also like to check with you to confirm that there are no clearance approvals you have sent us for which you have not received a response.

Thank you very much.

Sincerely,
Adele J. Pope, for
Robert L. Buchanan and myself

2748

From: Johnson, Tracy [mailto:Tracy.Johnson@warnerchappell.com]
Sent: Friday, January 16, 2009 2:29 PM
To: Adele Pope; rlbuchananjr@bellsouth.net
Subject: "Get Right" / Dance Your Ass Off

Hi Adele and Robert,

Please advise regarding the attached usage(s) and fee(s).

Best Regards,

Tracy Johnson
Administrator, Film and TV
Warner/Chappell Music - Licensing Dept.
310-441-8671 phone
310-470-6399 fax
tracy.johnson@warnerchappell.com

STATE OF SOUTH CAROLINA

COUNTY OF AIKEN

HENRY DARGAN McMASTER, in his
capacity as Attorney General of the State of
South Carolina; and others

Petitioners,

ALBERT H. DALLAS and others

Respondents.

IN RE:

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

) IN THE COURT OF COMMON PLEAS
) SECOND JUDICIAL CIRCUIT

)
)
) Case No.: 08-CP-02-1647

)
)
) JOINT AFFIDAVIT OF ROBERT L.
) BUCHANAN AND ADELE J. POPE
) RELATED TO COMMISSIONS AND
) EXPENSES

AND

STATE OF SOUTH CAROLINA

COUNTY OF AIKEN

Robert L. Buchanan, Jr. and Other,
Plaintiffs,

vs.

The Honorable Henry Dargan McMaster,
as Attorney General for the State of South
Carolina,

Defendant.

IN RE: The Estate of James Brown
and the James Brown 2000 Irrevocable
Trust

) IN THE COURT OF COMMON PLEAS
) SECOND JUDICIAL CIRCUIT

) Case Number: 2009-CP-02-1140

AND

THE STATE OF SOUTH CAROLINA
IN THE CIRCUIT COURT FOR THE
SECOND JUDICIAL CIRCUIT

APPEAL FROM AIKEN COUNTY
PROBATE COURT

THE HONORABLE SUE H. ROE,
PROBATE COURT JUDGE

Case No. 09-CP-02-01341

IN THE MATTER OF: James Brown

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

PERSONALLY APPEARED BEFORE ME, Robert L. Buchanan, Jr. and Adele J. Pope,
who being duly sworn, depose and say:

1. This affidavit describes some of the actions we have taken since the hearing held on April 6, 2009 in Case No. 2008-CP-02-1647 ("Case 1647").
2. We reserve all rights and objections to the May 26, 2009 Order¹ and the qualifications, conflicts, and service of Russell Bauknight.
3. On November 20, 2007, we inherited from former Trustees Dallas and Bradley an Estate and Trust in shambles from years of mismanagement and lack of management.
4. We have fully and faithfully performed our duties as PR/Trustees from November 20, 2007 to the present. As the Court found on January 8, 2008, we fully and faithfully performed our

¹ And the Orders/Decrees of the Probate Court in Case 1647 and other cases.

duties as Special Administrators ("SAs") (March 7, 2007 – November 20, 2007).

5. On May 22, 2009 we filed in the Probate Court Accounting 1A, for our service as Personal Representatives and Trustees ("PR/Trustees") for the 18-month period from November 20, 2007 to May 20, 2009.

6. On June 24, subject to all reservations and objections, we filed a Final Accounting, without prejudice, of our acts since May 21, 2009, including the delivery (without prejudice and reserving all objections) of all assets of the Estate and 2000 Irrevocable Trust to Russell L. Bauknight for (temporary) management. A copy of that Temporary Final Accounting is attached to our Motion for Payment of Commissions and Related Relief dated June 24, 2009 presented with this Affidavit.

7. As shown on the Final (without prejudice) Accounting, the assets of the Estate and James Brown 2000 Irrevocable Trust at the commencement and end of our service were as follows:

A. November 20, 2007

Beginning Assets	\$100,000,000.00
Less TIAA Debts	<u>\$(17,126,624.18)²</u>
Beginning Assets Less TIAA Debt	\$ 82,873,375.82

B. May 27, 2009

Endings Assets	\$ 99,860,509.21
Less TIAA Debts	<u>\$(11,488,280.01)</u>
Ending Assets Less TIAA Debt	\$ 88,372,229.20

C. Reduction of TIAA Royalty-Backed Note Debt During Period:³

November 20, 2007 TIAA Debt	\$ 17,026,624.18
May 27, 2009 TIAA Debt	<u>\$(11,388,280.01)</u>

² Other claims, including debts and disputed claims, were carried on the accounting at a nominal one dollar value but detailed in Interim Accounting 1A.

³ This excludes the \$100,000.00 loan made in August 2007.

**Reduction in TIAA Debt \$ 5,638,344.17
between November 20, 2007
and May 27, 2009**

8. At the request of Russell Bauknight, reserving objections and without prejudice, we delivered temporary control and management of Beech Island, the Bank Accounts, the Royalty clearances and contract, the Publicity Management (including proposed approval of the CORBIS/Greenlight settlement/2-year contract) and all other Estate and Trust assets on May 27, 2009.

9. Between May 29 and June 24, 2009, we delivered 145 boxes of Estate and Trust documents (without prejudice) to Russell Bauknight for management and, at his request, provided a detailed summary of the litigation files, as well as other detailed and pertinent information. A listing of the boxes delivered and explanations is Exhibit 2 to the Final Accounting filed herewith.

10. The documents were delivered to Mr. Bauknight upon his assurance and agreement that all documents which we delivered to him would remain available for inspection and copying by us until the final outcome of Case 1647. Mr. Bauknight also assured us that all parties to the "Legacy Trust", of which he is the Trustee, have ratified this understanding and agreement.

11. Approximately 45 of the boxes of documents reflect our service since November 20, 2007, to May 26, 2009, in the following areas:

- a. Managing and stabilizing the Estate and 2000 Irrevocable Trust.
- b. Defending the Estate Plan of James Brown
- c. Preventing a Fire Sale of Mr. Brown's valuable Royalties and Publicity Rights
- d. Preventing the return of Messrs. Cannon, Dallas and Bradley to any position of trust or confidence with the Estate, 2000 Trust or any Brown Entity.

12. Our delivery of the files did not constitute a waiver of objection to Mr. Bauknight's representation of the Estate/Trust in matters in which he has a direct conflict by being Trustee for Terry Brown and others under the "Legacy Trust". It does reflect our continuing desire to see that Mr. Brown's most valuable assets, his Royalties and Publicity Rights, be protected and enhanced.⁴

13. We have made every effort to support the successful temporary management of the Estate of James Brown and the James Brown 2000 Irrevocable Trust pending the final outcome of the Estate/Trust Litigation. For example, we have expressed to Mr. Bauknight and several of his attorneys our concern for approval of the CORBIS/GreenLight Agreement related to Mr. Brown's Publicity Rights.

14. On June 17, 2009, we agreed to meet weekly with Mr. Bauknight if he needed our help with the administration of the Trust or the with issues related to the more than 20 pending cases (including claims by and against the Estate, 2000 Trust and JBE, Inc.). A copy of our correspondence is attached as Exhibit A.

15. On May 22, 2009 our counsel filed in Probate Court, and served, the Summons and Complaint which is attached hereto as Exhibit B. The case was removed to the Circuit Court as case number 2009-CP-02-1140.

16. Between November 20, 2007 and May 26, 2009, we dedicated at least the following time to our service as PR/Trustees:

⁴ See Complaint dtd. 3/24/09 and Motion for Summary Judgment, prior to May 26, 2009, seeking approval of the CORBIS/Greenlight 2-year Settlement/Agreement to exploit Mr. Brown's Publicity Rights.

	<u>Hours Devoted</u>
Robert L. Buchanan, Jr.	1,475 hours
RLB, Jr., Legal Assistants	279 hours
Adele J. Pope	3,610 hours
AJP Legal Assistants	3,790 hours
AJP Administrative Help	535 hours

17. As the Interim Accounting 1A and Final Accounting, along with the claims status report show, our legal training enabled us to assist our primary lawyers, James D. Bailey and Tressa T. H. Hayes, thereby incurring legal fees substantially less than would have ordinarily been necessary for the Estate and Trust. (See Interim Accounting 1A and priority claim status report attached thereto.)

18. Prior to the hearing on this matter, we will supplement this Affidavit with additional affidavits and supporting documentation.

FURTHER DEPONENTS SAYETH NOT.

ROBERT L. BUCHANAN, JR.

SWORN TO before me this
24th day of June, 2009

(L.S.)

Notary Public for South Carolina
My Commission expires: _____

ADELE J. POPE

SWORN TO before me this
24th day of June, 2009

(L.S.)

Notary Public for South Carolina
My Commission expires: _____

STATE OF SOUTH CAROLINA
COUNTY OF AIKEN

PROBATE COURT

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

ACCOUNTING
(Supplemental and Amended)

[] FINAL
[X] INTERIM #1A

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

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

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

*If a consolidated accounting, use this column.

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

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

PAGE 1 OF 2

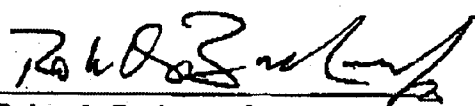
¹ This amends and supplements the accounting that covers November 20, 2007 through June 20, 2008.

Filed: 5-20-2009

Sue H. Roe
Judge of Probate

STATE OF SOUTH CAROLINA
CORRECT COPY OF THE CR
WITNESS MY HAND AND SEAL OF THE COUNTY THIS 20th
DAY OF MAY A.D. 2009
Sue H. Roe
JUDGE OF PROBATE FOR AIKEN COUNTY, S.C.

2756

Signature: 

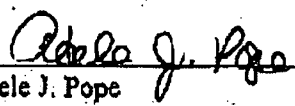
Name: Robert L. Buchanan, Jr.

Address: 212 Newberry Street NW

P.O. Box 463

Aiken, South Carolina 29802-0463

Telephone(O): 803-649-2586

Signature: 

Name: Adele J. Pope

Address: 1218 Taylor Street

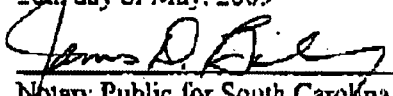
PO Drawer 7125

Columbia, SC 29202-7125

Telephone(O): 803-779-1870

SWORN to before me this

20th day of May, 2009

 (L.S.)

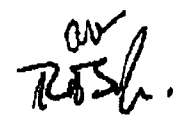
Notary Public for South Carolina

My Commission Expires: 2/12/15

FORM #360PC (7/87)

SCPC 3-704, 3-1003

PAGE 2 OF 2



**ATTACHMENT TO
SUPPLEMENTAL AND AMENDED ACCOUNTING¹
OF ROBERT L. BUCHANAN, JR. AND ADELE J. POPE
PERSONAL REPRESENTATIVES
IN THE MATTER OF THE ESTATE OF JAMES BROWN**

DATE	DESCRIPTION	RECEIPTS	DISBURSEMENTS
11/20/07	To Show Assets at beginning of period. ² Valued as per \$100 Million offer of Terry Cox GWC, dtd. October 12, 2007 and confirmed in sworn statement by Cox on Nov. 20, 2007. See transcript of 11/20/07 hearing, Case 2007-CP-02-122:		
	1. Security Federal Account #408015768 consisting primarily of remainder of original \$25,000 loan from TIAA and Shout! Factory contract. [See Supplemental Order re: Disbursement of Royalty Proceeds dtd 8/19/07.]	\$	87,060.85
	2. Security Federal Acct. #427486282, remainder, loan from TIAA in accordance with 8/19/07 Order.	\$	64,761.91
	3. 430 Douglas Drive, Beech Island, South Carolina Estate [owned by James Brown 2000 Trust but included for control purposes]	\$	1,215,000.00
	4. Personal and Household Effects ("PHE") ³ devised under Item I of Will dtd August 1, 2000.	\$	425,053.00 ⁴
	5. Remaining Tangible Personal Property ("TPP")	\$	1,574,947.00

¹ This accounting amends and supplements the accounting filed earlier, and covers the period for November 20, 2007 through May 20, 2009.

² Assets may be owned within James Brown Enterprises, Inc. (JBE, Inc.), James Brown, LLC or another Brown Entity. JBE, Inc., is equitably owned by the James Brown 2000 Trust.

³ At Estate Tax Value.

⁴ As reported on Estate Tax Return

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DATE	DESCRIPTION	RECEIPTS	DISBURSEMENTS
	6. Remaining assets ⁵	\$ 96,633,177.24	
	Total value, Beginning assets:	\$ 100,000,000.00	
	Less Secured Claims, Etc.:		\$ 17,026,624.18
	1. TIAA Royalty Debt		
	2. Priority loan from TIAA/M&T, Trustee		\$ 100,000.00
	3. Other claims, including Debts and disputed claims at nominal carrying value.		\$ 1.00
	NET VALUE OF BEGINNING ASSETS	\$ 82,873,374.82	
11/20/07	Beginning Assets as shown above: \$100,000,000.00	\$ 100,000,000.00	
11/20/07	Sizemore Security (Ck #1033) SFB #5768		\$ 4,284.00
11/28/07	D. Washington (Ck #1039) SFB #5768		\$ 403.81
11/28/07	Aiken County Probate Court - filing fee, Complaint for DJ (Ck #1040) SFB #5768		\$ 150.00
11/29/07	Cruise Security (Ck #1041) (for Trust) - Installation of Security System, April. Not paid by former Trustees [Advance to 2000 Trust] SFB #5768		\$ 3,976.45
11/30/07	Service Charge SFB #5768		\$ 10.00
12/2/07	Interest Deposit SFB #5768	\$ 8.13	
12/4/07	Hogan and Hartson, LLP - Portion fee. as per Court Order dtd 6/22/07 (Ck #1042) (Estate, JBE and JB, LLC, as per 8/10/07 Order) SFB #5768. Engaged per Court Order		\$ 17,444.27

⁵ Residue of assets including those owned by estate, trust & other James Brown entities including but not limited to royalty interests, image, persona, Publicity Rights, licenses & other related rights including rights owned by Geronimo, LLC; James Brown d/b/a The New James Brown Enterprises, Inc. Also including but not limited to rights and claims against former PRs/Trustees, Seventh Decade and/or others for losses during the period prior to the death of James Brown. Also includes: GG Contract and Soundexchange Contract.

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

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

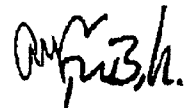
* Checks 1054, 1060, 1063, 1064, 1159, 1160, 1217, 1293, 1294, 1278 Void

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W.B.L.

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

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

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

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


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



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

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

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

AK
5/3/08

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

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

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

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

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

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

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

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

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

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



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

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

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

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

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

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

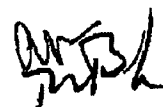
DATE	DESCRIPTION	RECEIPTS	DISBURSEMENTS
3/17/09	James D. Bailey – copies of Herring file (Ck #1433)		\$ 105.42
3/18/09	AT&T – (Ck #1425)		\$ 109.74
3/18/09	Secure storage– Invoice Range PR23539 (Ck #1426)		\$ 484.84
3/18/09	Zumwalt, Almon & Hayes, PLLC – Invoice #10863 (Ck #1427)		\$ 577.50
3/20/09	D.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

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

DATE	DESCRIPTION	RECEIPTS	DISBURSEMENTS
5/1/09	Aiken County Clerk of Court - motion fee. Case #0597 (Ck #1477)		\$ 25.00
5/8/09	D. Washington - w/c 5/9/09 (Ck #1465)		\$ 494.81
5/8/09	D. Washington - mileage (Ck #1412)		\$ 100.00
5/15/09	D. Washington - w/c 5/16/09 (Ck #1413)		\$ 494.81
5/15/09	D. Washington - mileage (Ck #1414)		\$ 100.00
5/20/09	To show assets remaining at end of Period:		
	1. Security Federal Account #408015768		\$ 14,837.78
	2. 430 Douglas Drive, Beech Island, South Carolina Estate [owned by 2000 Trust]		\$ 1,215,000.00
	3. Personal and Household Effects ("PHE") devised under Article I of Will, and/or proceeds		\$ 425,053.00
	4. Remaining Tangible Personal Property ("TPP"); including TPP at I.P. Stanback Museum and Planetarium, S.C. State University; TPP on loan to Lucy Craft Lancy Museum of Black History; TPP on loan to Augusta Museum of History; TPP on loan to South Carolina State Museum; masters, etc. located in secure storage; and automobiles		\$ 1,574,947.00
	5. Note, Security Deed, JJ Brown House sale		\$ 54,000.00
	6. Remaining assets as described above.		\$ 96,579,177.24
	Total value, remaining assets: \$99,863,015.02		
	TOTAL	\$106,196,325.60	\$ 106,196,325.60
	Less Secured Claims, etc.:		
	1. TIAA Royalty Debt	\$ 13,165,163.25	
	2. Priority loan from TIAA/M&T. Trustee	\$ 100,000.00	

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

¹ See Attached list of Status of Claims.



Estate of James Brown - 2007-ES-02-0056

STATUS OF CREDITORS' CLAIMS

November 20, 2007 - May 20, 2009

1: CLAIMS RESOLVED (OR PARTIALLY RESOLVED) IN FAVOR OF ESTATE (BY DISALLOWANCE OR JUDGMENT)

NO.	CREDITOR	EXPLANATION	AMOUNT DISALLOWED
1	Bobby Bennett a.k.a. Famous Flames	Hearing 10/23/08. Disallowed. Form Order dtd. 10/23/08.	\$ 450,000.00
2	Gene Staulcup & Associates, Inc.	Hearing 10/23/08. Disallowed. Form Order dtd. 10/23/08.	\$ 2,508.25
3	Greenberg Traurig, LLP	Withdrawn. See Ltr dtd 3/10/08.	\$ 155,602.85
4	Phillip G. Farr, CPA, PC	Hearing 10/23/08. Disallowed. Form Order dtd. 10/23/08.	\$ 25,977.60
5	Roosevelt Royce Johnson I	Disallowed 8/12/08 and 2/6/09. No timely petition filed.	\$ 2,500,000.00
6	The Pullman Group, LLC	Disallowed as per Judge Early's oral Order on 10/23/08 and written Order of 11/13/08. ¹ See footnote 1.	\$ 31,000,000.00
7	William Murrell (also see Chart 2)	\$8,170 granted; \$1,100 denied. Order of Jg. Early dtd 10/23/08	\$ 1,100.00
8	Dr. Rita Udom, MD	Claim filed on 9/28/07. Disallowed on 8/12/08.	\$ 22,500.00
9	Leon (Lee) Austin	Claim filed on 9/20/07. Disallowed on 8/12/08.	\$ 9,999.99
TOTAL CLAIMS RESOLVED			\$ 34,167,688.69

¹ By the terms of Jg. Early's Order, This Order cannot, and does not, affect the outcome of the claim pending against James Brown in the New York case on December 25, 2006, the date of his death, in which the Estate of James Brown, James Brown Enterprises, Inc. and James Brown, LLC are defending Pullman Group counterclaims.

STATE OF SOUTH CAROLINA
COUNTY OF _____

THIS IS TO CERTIFY
CORRECT COPY OF THE ORDER OF THE COURT
WITH BEB MY HAND AND SEAL OF THE COURT IN THE
20th DAY OF May, 2009
JUDGE OF PROBATE FOR AREN COUNTY, SC
2789-

Handwritten signature/initials

2: VALID CLAIMS/PRIORITY EXPENSES OF ADMINISTRATION (SECTION 62-3-805(a)(1))² BY ALLOWANCE, ACKNOWLEDGMENT OR JUDGMENT/ORDER AND CLAIMS HAVING SPECIAL STATUS

May 20, 2009

No.	CREDITOR	EXPLANATION	CLASS	PAYMENT STATUS
1	M&T Bank, Trustee TIAA	Claim secured by Assignment and terms of indenture. Also see claim file 9/20/07 for \$473,595.46		Current - \$13,165,163.25
2	Hogan and Hartson, LLP	Counsel Pullman NY litigation. Engaged by Ct. Orders dtd. 6/22/07 and 8/10/07, Case 122. Hrly. rate and costs, as per contract	Priority (Admin.)	\$109,523.56 (5/1/09)
3	Law Office of James D. Bailey, PC	Counsel, Probate and Circuit Court matters including claims resolution; Will/Trust Defense; Spousal/Heirs Claims; and other general matters; co-counsel. Appellate matters. Hrly. rate and costs, as per contract	Priority (Admin.) allowed by PRs	\$116,605.42 (5/1/09)
4	Shipley & Hayes, PC	Primary Appellate counsel and co-counsel in certain Circuit Court matters; Hrly rate and costs as per contract	Priority (admin.) allowed by PRs	\$29,580 (5/1/09)
5	Smith, Massey, Brodie & Thurmond	Counsel to former PRs/Trustees. Allowed as per Court Order (Hearing 10/23/08) claim plus interest at Jmt. rate.	Priority (Admin.)	\$33,322.20, plus interest unpaid
6	Art Gold (Gold and Coulson, LLC)	Counsel fee and costs Corbis/Illinois litigation; counsel Hollander vs. Estate/Trust, filed 5/09. Hrly rate plus costs as per contract	Priority (Admin.)	Unpaid
7	Harley Ruff	Tax consultations etc., hrly rate plus costs as per contract		\$1,500 paid; approx. \$1,500 due (5/20/09)

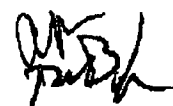
² SECTION 62-3-805. For Classification of claims.

(a) If the applicable assets of the estate are insufficient to pay all claims in full, the personal representative shall make payment in the following order:

(1) costs and expenses of administration, including attorney's fees, and reasonable funeral expenses.

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Na.	CREDITOR	EXPLANATION	CLASS	PAYMENT STATUS
8	Buchanan and Pope	Special Administrators Commissions, pursuant to Jg Early Order, dtd 1/8/08, Case 122. \$317,000 plus unreimbursed costs of \$2,415.38 plus interest per Order	Priority (Admin.) as per jmt	Partial payment
9	Buchanan and Pope	Personal Representative/Trustees' Commissions as per Will Item IV, plus Article VIII, partially allowed to date per Order of Jg. Early, 1/8/08; plus claims for reimbursement, defense of frivolous Federal litigation; indemnity; defense other pending litigation and tax matters; and payment of future expenses	Priority (Admin.) Partial, per judgment	Unpaid
10	Cruise Security	Installation Security system. Claim filed and satisfied.	Priority (Admin.)	\$4,041.45 - paid
11	David Washington	Re: prior service Amount 1,392.79 paid. Claim filed and satisfied.	Priority (Admin.)	\$1,392.79 - paid
12	Lewis & Babcock, LLP	Counsel to former PR/Trustees Cannon, etc. Acknowledged validity of claim, but subject to amount to be determined by Court by stipulation w/Claimant; hearing pending; Claims filed \$246,552.45 and \$348,960.43; AG, Trust and Estate	Priority (Admin.)	Amount/payment pending
13	Rodney A. Peeples	Counsel to former PR/Trustees, Cannon, etc., claim of \$97851.66. Acknowledged validity of claim, but subject to amount to be determined by Court by stipulation w/Claimant.	Priority (Admin.)	Amount/payment pending
14	William Murrell (also see Chart 1)	Portion of claim granted: \$8,170 granted; \$1,100 denied, Order of Jg. Early dtd 10/23/08	General	\$8,170 - unpaid



3: PENDING, UNRESOLVED CLAIMS (PARTIAL)

No.	CREDITOR	EXPLANATION	PAYMENT STATUS
1	Albert H. Dallas	Petition of Former PR/Trustee for approx. 5% of \$90-\$100 MM PLUS \$624,876.00. Disputed in its entirety	Unpaid/disputed
2	Alfred A. Bradley	Makes various claims PLUS \$12,795.76. Disputed in its entirety	Unpaid/disputed
3	Augusta Communications, Inc.	\$800.00. Under review	Unpaid
4	CA Reid, Sr. Memorial	\$17,995.00 Under review	Unpaid
5	Charles A. Bobbitt	Claim for \$200,000.00 Petition for Allowance pending. Disputed	Unpaid
6	David G. Cannon	Former PR/Trustee 5% of \$90-\$100 MM PLUS additional amounts. Disputed in its entirety. Petition for Allowance pending	Unpaid/disputed
7	Georgia Dept of Revenue	\$26,828.35. Claim filed 5/18/07	Unpaid
8	Hull, Towill, Norman, Barrett & Salley	Petition for Allowance pending. Re: disputing claim \$ 124,518.26	Unpaid
9	International Formal Wear	\$ 17,889.00. Under review. Claim filed 10/1/07. May be barred by limitation	Unpaid
10	Intrigue Music Management, Inc.	Petition for Allowance pending. Claim in excess of \$175,000. Disputed in its entirety.	Unpaid/disputed
11	IRS	\$14,366.25 PLUS other unfiled claims and liens, including liens related to Federal Estate taxes remain unpaid	Unpaid
12	Jackson Law Office	Petition for Allowance Pending \$61,273.25. Disputed	Unpaid
13	Kirby Locksmith, Inc.	\$371.47. Under review	Unpaid
14	LaRhonda Pettit	Claim filed on 8/23/07. Disallowed 8/12/08. Disputed in its entirety.	
15	Lewis Lease Equipment Co., Inc. D/B/A Lewis Bus Line	Under review. Holding vehicles. Estate lacks funds to cover, engaged counsel; Georgia; resolved. Claim filed 8/23/07 \$6,335.00	Unpaid
16	Nicole Parris	\$9,999.99	Unpaid
17	Suggs Johnson	Petition for Allowance pending. \$5,747.81	Unpaid

No.	CREDITOR	EXPLANATION	PAYMENT STATUS
18	Tom Wells	Petition for Allowance pending \$39,994.26. Has been paid substantial amounts by PR/Trustees	Claim amount Unpaid

\\server\data\docs\BROWN ADMINISTRATION\ATTACHMENT CLAIM wpd

5

MEL

Exhibit 2
CUSTODY RECEIPT
DOCUMENTS OF ESTATE OF JAMES BROWN AND
THE JAMES BROWN 2000 IRREVOCABLE TRUST

Without prejudice to the position of either party as to rights to ownership or custody on behalf of the Estate of James Brown and/or The James Brown 2000 Irrevocable Trust, the undersigned acknowledge the transfer of custody to Russell L. Bauknight on or before June 22,¹ 2009, of the boxes listed below:

BOX 1 - FORMERLY CANNON BOX 1

This is one of many boxes delivered to 1218 Taylor Street, Columbia, pursuant to Order of the Honorable Doyet A. Early, III, dated August 10, 2007. These documents were maintained until August 2007 by David G. Cannon, who resigned as PR/Trustee on August 10. Custody and control of the boxes remained with Albert H. Dallas and Alfred A. Bradley, the remaining PR/Trustees, until their resignations on November 20, 2007. Since November 20, 2007, the boxes have been, under various Orders, reviewed by interested parties and counsel; counsel for the PR/Trustees; counsel for the former PR/Trustees; and opposing counsel in litigation. 1218 Taylor Street was considered the "Reading Room" in various confidentiality agreements in various cases.

[If requested, we will be glad to discuss this matter at a weekly meeting.]

BOX 2 - FORMERLY CANNON BOX 2

Delivered to 1218 Taylor Street by Mr. Cannon in August, 2007 pursuant to Order dtd. August 10, 2007 in Case 122. Delivered to Mr. Bauknight on May 29, 2009. See Comments to Box 1.

BOX 3 - FORMERLY CANNON BOX 3

Delivered to 1218 Taylor Street by Mr. Cannon in August, 2007 pursuant to Order dtd. August 10, 2007 in Case 122. Delivered to Mr. Bauknight on May 29, 2009. See Comments to Box 1.

BOX 4 - FORMERLY CANNON BOX 4

Delivered to 1218 Taylor Street by Mr. Cannon in August, 2007 pursuant to Order dtd. August 10, 2007 in Case 122. Delivered to Mr. Bauknight on May 29, 2009. See Comments to Box 1.

BOX 5 - FORMERLY CANNON BOX 5

Delivered to 1218 Taylor Street by Mr. Cannon in August, 2007 pursuant to Order dtd. August 10, 2007 in Case 122. Delivered to Mr. Bauknight on May 29, 2009. See Comments to Box 1.

¹ Boxes 1-83 previously delivered. See Receipts dated May 27, 2009 and May 29, 2009.

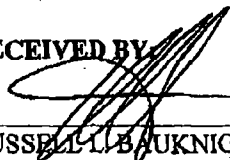
16. James Brown bike Race
 17. James Brown Wedding
 18. James Brown X-Mas 2003
 19. James Brown Video 2003
 20. James Brown Video 2003
 21. James Brown Day 2003
 22. Godfather Homecoming 1st Set
 23. Godfather Homecoming 2d Set
 24. Godfather Printed JB Brochure JB Festival 2006
 25. JB Cycles; JB Hot; JB Show, etc.
 26. James Brown in Greenville
 27. James Brown & Hakim
- Plastic bag containing numerous keys
Silver Album with Wedding Photos

NOTE: These were preserved as returned.

TRANSFERRED FROM:

Adele J. Pope Robert J. Buchanan, Jr.
ROBERT J. BUCHANAN, JR OR
ADELE J. POPE

RECEIVED BY:


RUSSELL L. BAUKNIGHT

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

June 24, 2009

William Y. Klett III, Esquire
Nexsen Pruet, LLC
1230 Main Street
Suite 700
PO Drawer 2426
Columbia, SC 29202
FAX: 727-1452

BY FAX ONLY

Re: Reasons for approval of CORBIS/Greenlight settlement agreement,
May 1, 2009.
See Boxes 81, 94, 140

Dear Mr. Klett:

We were somewhat surprised to receive your letter dated June 22, 2009 this morning (June 24) since Russell Bauknight declined to attend a meeting the afternoon of June 22 as you were writing. We offered to speak with him (and you if you elected to accompany him) about any matters of concern.

By copy of this letter to Russell Bauknight, we offer again, and request, again, that you and others take advantage of our offer to meet weekly. When Russell has possession of the file, such as he had in our June 16 conversation (Box 81), it makes it difficult to discuss a matter.

Rather than waiting until the next offered meeting to discuss questions raised in various correspondence, we will respond quickly because we believe that the CORBIS/GreenLight Settlement Agreement is of tremendous value to the Estate/Trust.

Your letter does not correctly reflect the file or our position. Rather than addressing each point, we will try to make available for your easy reference the information which is of record, and which Russell has.

First we refer you to the pleadings index in Robert L. Buchanan, Jr. and Adele J. Pope, Plaintiffs, vs., Henry Dargan McMaster, Defendant, Aiken County Case Number 2009-CP-02-0597, which you have, especially:

1. 3/24/09 Summons and Complaint for Expedited Approval of Corbis Settlement
[with contract]
3. 4/9/09 Joint Affidavit of Robert L. Buchanan, Jr., and Adele J. Pope

Supporting Summary Judgment

5. 4/27/09 Joint Supplemental Affidavit of Robert L. Buchanan, Jr. and Adele J. Pope Supporting Approval of Contract with Greenlight with COS and Filing Letter
6. 5/4/09 Affidavit of Robert L. Buchanan, Jr. and Adele J. Pope Related to Motion to Dismiss AG and Corbis Settlement
8. 5/5/09 Motion for Summary Judgment W/COS
13. 5/19/09 Return and Opposition to Motion to Intervene W/COS
14. 5/19/09 Memorandum in Opposition to Motion to Intervene W/COS
15. Proposed Final Order Approving Settlement of Corbis Litigation and Contract and Granting Related Relief

A review of the pleadings, which were in Russell's possession when we spoke (and), in particular, our affidavits and motion for summary judgment; the contract itself; and the other affidavits confirm why we attempted as early as March 24, 2009, to have the settlement approved so that we would not lose this valuable two-year right to exploit Mr. Brown's Publicity Rights.

We have spoken with Russell and several of his attorneys, including Freddie Kingsmore and you, about our strong feelings that this opportunity, once missed, cannot be recouped.

Among the many reasons we have discussed and will visit in more detail in a meeting, are:

1. The GreenLight contract was negotiated to be for **only 2 years** - causing no damage to the eventual outcome of the "Settling Parties", or other parties, regardless of the outcome of the reconsideration and appeal of the May 26 Order.¹
2. This is a **"clean" Publicity Rights contract**. As we discussed, a combination of Intrigue (Copsidas); Dallas, Cannon, Bradley, Toby Byron and others have made

¹ We considered this an important component of the settlement, as proposed to be implemented May 1, 2009 and terminated in 2011.

some claim to virtually every deal presented to the Estate/Trust. Further, Forlando Brown, who claims to be a 55% owner of TJBL, LLC, reports that he has been in contact with CMG. [See his September 2008 deposition.] These claims, though unfounded, and the related interference with the Estate/Trust's contracts have been substantial. The GreenLight contacts and contract have been solely through us and Mr. Gold. The fact that it is free of these claims is positive.

3. **GreenLight's confidential presentation** and discussions with Bob Buchanan and me in January 2009² establish the substantial possibilities for the James Brown brand, even during this short two-year period.
4. The contract provides that the Estate/Trust has **substantial control** over, and does not have to accept, proposals.
5. **Anecdotal comments** we have received in connection with our Royalty management, information that the American market is ready for extensive use of James Brown in advertising. [The reports were that before we were appointed the James Brown team was "too difficult to work with".]
6. Terry Cox's **income projections presented to the Attorney General in February 2008** for increased income through "Brand" [Publicity Rights] management.
7. Terry Cox's June, 2007, **valuation of the Publicity Rights** at approximately the value of the Royalties, followed by the October, 2007 \$100 Million offer based on these relative values.
8. The **Royalty earnings** (TIAA) for the **first half** of 2009, reflecting royalties earned in 2008, are more than \$2,215,000, suggesting that a \$1 Million **annual** projection for the equally-important Publicity Rights is conservative.
9. **Virtual Imagery** is now so advanced that, with proper exploitation of the Publicity Rights James Brown, by image, could be dancing with Ellen DeGeneres (and others) to the songs which these shows are already using.
10. A part of the publicity campaign, if appropriately handled, could be **publicity for the future James Brown House Museum**. [Adele had a nice image exploration initial

² To which Russell and all "Settling Parties" were invited.

correspondence with the Tavis Smiley people about the possibility of something related to Beech Island just before the May 26 Order.]

11. GreenLight could be ready for **the Masters** next year (2010), where huge numbers of international visitors have tremendous interest in James Brown.

12. Art Gold's reduced contingency percentage of settlement approved.

Just this morning, public radio played an article on the resurgence and popularity of three-dimension in movies. As mentioned above, the ability to display Mr. Brown in 3-D is limitless, and just one aspect of his Publicity Rights waiting to be exploited.

Out of respect for our having tendered (temporarily and without prejudice) management of the Estate and Trust to Russell Bauknight pending the final outcome in the McMaster v. Dallas case, we request again that you reserve questions and inquiries for a scheduled meeting, which we are willing to have.

As we advised Russell, we will not respond to additional inquiries (or you and his other counsel) except at the meetings where the relevant documentation from the 145 boxes now in Russell's possession are brought to the meeting so that we can discuss, with documents in hand, whatever matters are of importance.

Adele will be on vacation next week, but we will be happy to speak with you about this further at a scheduled meeting as early as the second week in July. Please have Russell advise if he would like to have such a meeting.

Again, please do not consider our failure to respond to any future correspondence as agreement with your statements. Because of the complexity of issues related to Mr. Brown's Estate and Trust, and the fact that Russell is in temporary possession of the 145 boxes, more than 45 of which we referred to regularly, we simply consider those necessary to any reasonable discussion.

Sincerely,

Robert L. Buchanan, Jr.

Adele J. Pope

cc: Russell L Bauknight, CPA (Fax: 803-771-8958)

Exhibit A

STATE OF SOUTH CAROLINA
COUNTY OF AIKEN

PROBATE COURT

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

ACCOUNTING

☒ FINAL (RESERVING ALL RIGHTS)¹
☐ INTERIM #

The undersigned Personal Representatives submit this Final Accounting, which covers the period from May 21, 2009, through May 27, 2009, and relates to the assets of the Estate of James Brown and the James Brown 2000 Irrevocable Trust.

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

	Income	Principal	Total*
Beginning Balance			\$ 99,863,015.02
Plus: Receipts			\$ 2,338,393.75
Subtotal			\$ 102,201,408.77
Less: Disbursements			\$(102,201,408.77)
Ending Balance in hands of Buchanan and Pope			\$ 0*

*If a consolidated accounting, use this column.

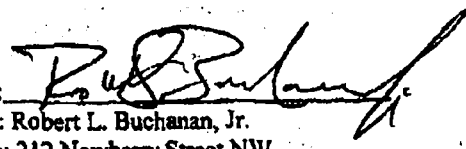
The Personal Representatives declare that this account has been examined and that its contents represent a correct statement of all receipts and disbursements and are true to the best knowledge and belief of the Personal Representatives.

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

PAGE 1 OF 2

¹ \$99,860,509.21 was delivered to Russell L. Bauknight, reserving all rights pursuant to the appeal of this Court's Termination of Appointment dated May 26, 2009 and all objections and reservations to the Order of the Honorable Doyet A. Early, III, dated May 26, 2009.

Filed: 6-24-2009
Sue H. Roe
Judge of Probate
By: S. Ready

Signature: 

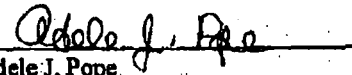
Name: Robert L. Buchanan, Jr.

Address: 212 Newberry Street NW

P.O. Box 463

Aiken, South Carolina 29802-0463

Telephone(O): 803-649-2586

Signature: 

Name: Adele J. Pope

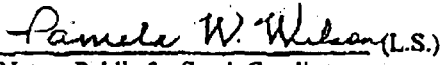
Address: 1218 Taylor Street

PO Drawer 7125

Columbia, SC 29202-7125

Telephone(O): 803-779-1870

SWORN to before me this
24th day of June, 2009

 (L.S.)

Notary Public for South Carolina

My Commission Expires: 04-08-2012

**ATTACHMENT TO FINAL ACCOUNTING
ROBERT L. BUCHANAN, JR. AND ADELE J. POPE, AS PERSONAL
REPRESENTATIVES OF THE ESTATE OF JAMES BROWN AND TRUSTEES OF
THE JAMES BROWN 2000 IRREVOCABLE TRUST**

DATE	DESCRIPTION	RECEIPTS	DISBURSEMENTS
5/21/09	To Show Assets at beginning of period:		
	1. Security Federal Account #408015768	\$ 14,837.78	
	2. 430 Douglas Drive, Beech Island, South Carolina Estate [owned by 2000 Trust]	\$ 1,215,000.00	
	3. Personal and Household Effects ("PHE") devised under Article I of Will, and/or proceeds	\$ 425,053.00	
	4. Remaining Tangible Personal Property ("TPP"); including TPP on loan to S.C. State University, Lucy Craft Laney Museum of Black History, Augusta Museum of History, SC State Museum; masters, etc. located in secure storage; and automobiles	\$ 1,574,947.00	
	5. Note, Security Deed, JJ Brown House sale	\$ 54,000.00	
	6. Remaining assets ¹	\$ 96,579,177.24	
	Total Value, Beginning Assets	\$ 99,863,015.02	
	Less Secured Claims, etc.:		
	1. TIAA Royalty Debt		\$ 13,165,163.25
	2. Priority loan from TIAA/M&T, Trustee		\$ 100,000.00
	3. Other claims, including Debts and disputed claims at nominal carrying value. ²		\$ 1.00
	Total Debts listed above		\$ 13,265,164.25
	NET VALUE OF BEGINNING ASSETS	\$ 86,597,850.77	

¹ Residue of assets including those owned by estate, trust & other James Brown entities including but not limited to royalty interests, image, persona, Publicity Rights, licenses & other related rights including rights owned by Geronimo, LLC; James Brown d/b/a The New James Brown Enterprises, Inc. Also including but not limited to rights and claims against former PRs/Trustees, Seventh Decade and/or others for losses during the period prior to the death of James Brown. Also includes: GG Contract and Soundexchange Contract. Assets may be owned within James Brown Enterprises, Inc. (JBE, Inc.), James Brown, LLC or another Brown Entity.

² See list of Status of Claims attached to Interim Accounting 1A covering the period through May 20, 2009.

DATE	DESCRIPTION	RECEIPTS	DISBURSEMENTS
	Beginning Assets as shown above: \$99,863,015.02	\$ 99,863,015.02	
5/22/09	D. Washington - w/e 5/23/09 (Ck #1436)		\$ 494.81
5/22/09	David Washington - mileage (Ck #1437)		\$ 100.00
5/22/09	Lisa Hicklin - transcripts for hearings: 3/4-3/6/09 (Ck #1438)		\$ 1,911.00
5/22/09	Royalties received through May 26, 2009 inclusive of earnings	\$ 2,338,393.75	
5/22/09	Royalties applied to TIAA debt as follows: Principal: \$1,776,883.24 Interest: \$ 561,510.51		\$ 2,338,393.75
5/27/09	To show assets transferred (RESERVING ALL RIGHTS) to Russell L. Bauknight on May 27, 2009:		
	1. Security Federal Account #408015768		\$ 12,331.97
	2. 430 Douglas Drive, Beech Island, South Carolina Estate [owned by 2000 Trust]		\$ 1,215,000.00
	3. Personal and Household Effects ("PHE") devised under Article I of Will, and/or proceeds		\$ 425,053.00
	4. Remaining Tangible Personal Property ("TPP"); including TPP at I.P. Stanback Museum and Planetarium, S.C. State University; TPP on loan to Lucy Craft Laney Museum of Black History; TPP on loan to Augusta Museum of History; TPP on loan to South Carolina State Museum; masters, etc. located in secure storage; and automobiles		\$ 1,574,947.00
	5. Note, Security Deed, JJ Brown House sale		\$ 54,000.00
	6. Remaining assets as described above.		\$ 96,579,177.24
	Total value, assets transferred: \$99,860,509.21		
5/27/09	To show assets remaining in hands of Buchanan and Pope as PR/Trustees	\$ 0.00	\$ 0.00

DATE	DESCRIPTION	RECEIPTS	DISBURSEMENTS
	TOTAL	\$102,201,408.77	\$ 102,201,408.77
	Less Secured Claims, etc.:		
	1. TIAA Royalty Debt	\$ 11,388,280.01	
	2. Priority loan from TIAA/M&T, Trustee	\$ 100,000.00	
	3. Other claims, including Debts and disputed claims at nominal carrying value. ³	\$ 1.00	
	Total Debts listed above	\$ 11,488,281.01	
	NET VALUE OF TRANSFERRED ASSETS	\$ 88,372,228.20	

*Also see the following exhibits:

Exhibit 1 - Summary of Accountings of Buchanan and Pope

Exhibit 2 - Custody Receipt for books and records transferred (without prejudice) to Russell L. Bauknight in connection with (temporary) management of Estate and Trust on or before June 23, 2009

³ See list of Status of Claims attached to Interim Accounting 1A covering the period through May 20, 2009.

EXHIBIT 1
SUMMARY OF ACCOUNTINGS OF BUCHANAN AND POPE, ESTATE OF JAMES
BROWN AND JAMES BROWN 2000 IRREVOCABLE TRUST

Assets at Beginning of Period (11/20/07)	\$	100,000,000.00
Less Secured Claims, Etc.:	\$	(17,026,624.18)
1. TIAA Royalty Debt		
2. Priority loan from TIAA/M&T, Trustee	\$	(100,000.00)
3. Other claims, including Debts and disputed claims at nominal carrying value.	\$	(1.00)
Net Value of Beginning Assets	\$	82,873,374.82
Assets at End of Period (5/26/09)	\$	99,860,509.21
Less Secured Claims, etc.:		
1. TIAA Royalty Debt	\$	(11,388,280.01)
2. Priority loan from TIAA/M&T, Trustee	\$	(100,000.00)
3. Other claims, including Debts and disputed claims at nominal carrying value.	\$	(1.00)
Net Value of Ending Assets	\$	88,372,228.20

ZUMWALT, ALMON & HAYES PLLC

1014 16th Avenue South • Nashville, Tennessee 37212

Music Row

Established 1983

EXHIBIT I

Ray Gonzalez

Direct: (615) 850-2280

E-Mail: rgonzalez@zuhlaw.com

Also admitted in CA

July 14, 2009

Via Fax (803) 779-1673

Adele J. Pope, Esq.

Law Office of Adele J. Pope, P.C.

1218 Taylor Street,

PO Drawer 7125

Columbia, SC 29202-7125

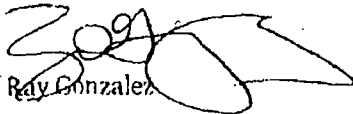
RE: James Brown

Dear Adele:

Attached please find a copy of a statement and invoice totaling \$6,493.75, relating to legal services rendered by this law firm in 2008 during your tenure (with Robert L. Buchanan, Jr.) as Personal Representatives of the James Brown Estate and Trust. Please note that the majority of the fees incurred (\$5,005.00) reflected services rendered in connection with the License Agreement dated as of March 27, 2008 with Double i Entertainment, The Dick Clark Company, and Jeff Margolis Productions relating to a possible television special based on the music of James Brown (the "License Agreement"). The License Agreement provided for a fee to be paid to our firm upon funding of the TV special, but as you are aware, to date that special has not been funded.

Please feel free to contact me with any questions you may have concerning the attached documents.

Sincerely,


Ray Gonzalez

Zumwalt, Almon & Hayes, PLLC
1014 16th Avenue South
Nashville, TN 37212

Invoice

Date	Invoice #
7/14/2009	5668

Bill To
Adele Jeffords Pope Law Office of Adele J. Pope, P.C. 1218 Taylor Street, 29201 Columbia, SC 29202-7125

Description	Amount
TRIBUTE SPECIAL AGREEMENT: 01/07 - Telephone conversation w/ Adele Pope re James Brown estate intellectual property issues, general background and master tape storage/rehabilitation. 01/09 - Telephone conversation w/ Adele Pope re storage of James Brown master tapes. 02/13 - Review/analysis of deal proposal re James Brown 75th Birthday TV special. 02/14 - Telephone conversation w/ Adele Pope and Bob Buchanan re proposed James Brown 75th birthday special. 02/14 - Prepared e-mail response to deal proposal for James Brown 75th Birthday special, transmitted response to Jeff Springer. 02/14 - Telephone conversation w/ Jeff Springer informing him of representation of estate/trust re James Brown 75th Birthday TV special. 02/19 - Telephone conversation w/ Jeff Springer re response to counterproposal for James Brown 75th Birthday Tribute Special. 02/19 - Telephone conversation w/ Adele Pope re conversation w/ Jeff Springer and open deal points re James Brown 75th birthday tribute special. 02/20 - Telephone conversation w/ Adele Pope re James Brown 75th Birthday TV Special. 02/21 - Telephone conversation w/ Jeff Springer responding to payment proposal for James Brown 75th birthday TV special. 02/26 - Telephone conversation w/ Jeff Springer re James Brown television special agreement. 02/26 - E-mail correspondence with Adele Pope transmitting draft agreement between production entities and Estate/Trust of James Brown re TV special. 02/26 - Review/analysis of draft agreement re James Brown 75th birthday television special. 02/27 - Telephone conversation w/ Adele Pope and Bob Buchanan re TV special license agreement, review of Adele Pope mark-up of draft agreement. 02/28 - Telephone conversation w/ Jeff Springer re status of comments to draft agreement for James Brown TV special; e-mail to Adele Pope and Bob Buchanan summarizing call. 02/29 - Prepared mark-up of initial draft of agreement re James Brown TV special, transmitted markup to Jeff Springer for review/comment.	
	Total

Zumwalt, Almon & Hayes, PLLC
1014 16th Avenue South
Nashville, TN 37212

Invoice

Date	Invoice #
7/14/2009	5668

Bill To
Adele Jeffords Pope Law Office of Adele J. Pope, P.C. 1218 Taylor Street, 29201 Columbia, SC 29202-7125

Description	Amount
03/03 - Telephone conversation w/ Jeff Springer re comments to James Brown TV tribute agreement and revised draft. 03/03 - Review/analysis or revised draft agreement re James Brown 75th birthday special; e-mail correspondence to Adele Pope and Bob Buchanan summarizing open points. 03/04 - Telephone conversation w/ Bob Buchanan re open issues of payment timing and representations and warranties re 75th birthday TV special. 03/04 - Telephone conversation w/ Jeff Springer re proposed agreement re James Brown birthday TV special. 03/07 - Telephone conversation w/ Adele Pope and Bob Buchanan re TV special agreement. 03/12 - Telephone conversation w/ Adele Pope re James Brown television special. 03/12 - Telephone conversations w/ Adele Pope re James Brown TV special and AG approval. 03/13 - Telephone conference w/ Jeff Springer re James Brown tribute TV special, attorney general approval and court order; transmitted docs to Springer via e-mail. 03/18 - Telephone conversation w/ Jeff Springer re review of court order and Attorney General approval of TV special opportunity; e-mail summary of call transmitted to Adele Pope and Bob Buchanan. 03/20 - Telephone conversation w/ Adele Pope re TV special open issues. 03/21 - Review/analysis of redraft to agreement re James Brown TV special. 03/24 - Telephone conversation w/ Adele Pope re comments to draft agreement re James Brown TV special. 03/25 - Telephone conversation w/ Jeff Springer re comments to agreement re James Brown TV special. 03/26 - Telephone conversation w/ Jeff Springer re termination of license agreement for failure to pay estate/trust for TV special. 03/26 - Review/analysis of revised agreement re James Brown TV special; forwarded agreement via e-mail to Adele Pope and Bob Buchanan for review and comment. 03/27 - Revised James Brown TV special agreement to include date and transmitted revised document via e-mail to Adele Pope and Bob Buchanan for signature. 04/14 - Telephone conversation w/ Adele Pope re proposed commercial license agreement and possible conflict w/ TV special deal; discussion re W-9 for Estate/Trust. 04/14 - E-mail correspondence w/ Jeff Springer re W-9 for Estate/Trust and status of payment. 04/18 - Telephone conversation w/ Adele Pope re status of TV special and other developments re James Brown estate/trust. 04/21 - Telephone conversation w/ Jeff Springer re status of signed agreements re James Brown TV special. 04/21 - Telephone conversation w/ Adele Pope re James Brown TV special and status of signed agreements. 04/28 - Telephone conversation w/ Adele Pope re approval of fully-executed agreement re James Brown TV special; sent confirming e-mail to Jeff Springer. TOTAL ATTORNEYS' FEES—RAY GONZALEZ	5,005.00
	Total

Zumwalt, Almon & Hayes, PLLC
1014 16th Avenue South
Nashville, TN 37212

Invoice

Date	Invoice #
7/14/2009	5668

Bill To
Adele Jeffords Pope Law Office of Adele J. Pope, P.C. 1218 Taylor Street, 29201 Columbia, SC 29202-7125

Description	Amount
OTHER MATTERS: 05/20 - Conference call w/ Adele Pope, Bob Buchanan and Jim Zumwalt re various matters for James Brown Estate/Trust, including film option, play/musical and PPV special. 06/05 - Drafted tolling agreements re Universal Music and Warner/Chappell royalty audits re James Brown estate. 08/11 - Review/analysis of DVD license opportunity (AVO Session); e-mail correspondence w/ client summarizing analysis. 08/26 - E-mail correspondence w/ Kadijah Sharif-Drinkard at BET re 1991 James Brown PPV special. TOTAL ATTORNEYS' FEES--RAY GONZALEZ	866.25
05/06-Phone conference w/ Adele Pope, Bob Buchanan and Ray - 4-4:30PM 05/20-Telephone conference w/ Adele Pope, Bob Buchanan and Ray Gonzalez re: various topics TOTAL ATTORNEYS' FEES--JIM ZUMWALT	622.50
Total	16,493.75

**1014 16th Avenue South
Nashville, TN 37212**

Date
7/14/2009

Adole Jeffords Pope
Law Office of Adole J. Pope, P.C.
1218 Taylor Street, 20201
Columbia, SC 29202-7125

[illegible]

STATE OF SOUTH CAROLINA	) IN THE COURT OF COMMON PLEAS
	) SECOND JUDICIAL CIRCUIT
COUNTY OF AIKEN	)
	) Case No.: 08-CP-02-1647 (Original)
	) Case No.: 07-CP-02-0122 (Copy)
HENRY DARGAN McMASTER, in his	) Case No.: 08-CP-02-0872 (Copy)
capacity as Attorney General of the State of	)
South Carolina; and others	)
Petitioners,	)
	)
ALBERT H. DALLAS and others	)
Respondents.	)
	)
IN RE:	)
The Estate of James Brown and the James	)
Brown 2000 Irrevocable Trust u/a/d August	)
1, 2000	)
_____	)

**AFFIDAVIT OF
W. STEVEN JOHNSON**

AND

STATE OF SOUTH CAROLINA	) IN THE COURT OF COMMON PLEAS
	) SECOND JUDICIAL CIRCUIT
COUNTY OF AIKEN	) Case Number: 2009-CP-02-1140
	)
Robert L. Buchanan, Jr. and Other,	)
Plaintiffs,	)
vs.	)
	)
The Honorable Henry Dargan McMaster,	)
as Attorney General for the State of South	)
Carolina,	)
Defendant.	)
	)
IN RE: The Estate of James Brown	)
and the James Brown 2000 Irrevocable	)
Trust	)
_____	)

AND

THE STATE OF SOUTH CAROLINA
IN THE CIRCUIT COURT FOR THE
SECOND JUDICIAL CIRCUIT

APPEAL FROM AIKEN COUNTY
PROBATE COURT

wy

THE HONORABLE SUE H. ROE,
PROBATE COURT JUDGE

Case No. 09-CP-02-01341

IN THE MATTER OF: James Brown

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

PERSONALLY APPEARED BEFORE ME, W. Steven Johnson, who being duly sworn, deposes
and says:

- (1) This affidavit is being given at the request of Robert L. Buchanan, Jr. and Adele
J. Pope relative to the above captioned cases.
- (2) I am an attorney licensed to practice law in the State of South Carolina having
received such license in 1973.
- (3) Since 1980 I have practiced law with the firm of Todd and Johnson in Columbia,
South Carolina and my practice has been concentrated in the areas of estate planning and probate
administration.
- (4) I am certified as a specialist by the South Carolina Supreme Court in estate
planning and probate. I currently serve as chairman of the specialization committee for Estate
Planning and Trust Law for South Carolina. I am a member of the American College of Trust and
Estate Counsel where I serve as State Chair. I have frequently lectured at the University of South
Carolina Law School in the "Bridge the Gap" program as well as other programs produced by the
South Carolina Bar Association. I am a former Chairman of the Estate Planning and Trust
Section of the South Carolina Bar Association.

WS

- (5) In preparation of this affidavit, I have reviewed the following Court filings:
- (a) Brief of Trustees and Co-Personal Representatives BUCHANAN AND POPE SUPPORTING VALIDITY AND INCONTESTABILITY OF THE 2000 TRUST; LACK OF PROBABLE CAUSE TO CHALLENGE THE WILL OR TRUST; LACK OF CAUSE TO REMOVE BUCHANAN AND POPE; REJECTION BY COURT OF MARCH 26 DOCUMENT AND RELATED RELIEF signed by Tressa T. H. Hayes dated April 23, 2009.
 - (b) Order Approving Settlement Agreement dated May 26, 2009 signed by the Honorable Doyet A. Early, III relative to cases 08-CP-02-1647, 07-CP-02-0122 and 08-CP-02-0872 filed on May 26, 2009.
 - (c) Motion to ALTER OR AMEND AND/OR RECONSIDER AND VACATE MAY 26, 2009 ORDER APPROVING SETTLEMENT AND REPLACING CO-PERSONAL REPRESENTATIVES AND TRUSTEES BUCHANAN AND POPE signed by James D. Bailey, Esquire and dated June 1, 2009.
 - (d) Motion for payment of commissions and related relief and various attachments of James D. Bailey, dated June 24, 2009 relative to Cases 08-CP-02-1647 and 09-CP-02-1140.
 - (e) Joint Affidavit of Robert L. Buchanan, Jr. and Adele J. Pope related to commissions and Expenses dated June 24, 2009 in support of the Motion above referenced.
 - (f) Supplemental Affidavit (and attachments) of Robert J. Buchanan, Jr. and

Adele J. Pope in support of commissions and payment of certain priority expenses of administration, dated July 13, 2009 relative to cases 08-CP-02-1647, 07-CP-02-0122 and 08-CP-02-0872.

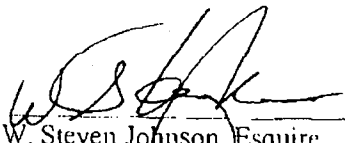
(6) Based on my review of the above, it is my opinion that this estate is the most complicated estate I have ever reviewed or been associated with in my career. The issues such as elective share, omitted child, alleged fiduciary misconduct, lack of liquidity, sale of estate assets, lack of clarity as to ownership of estate and or trust assets, claims by and against the estate, image/persona rights, litigation for and against the estate, will's contest, appointment of special administrators, replacement and appointment of successor personal representatives and trustees, estate tax liability, income tax liability, and valuation (which list is not to be inclusive of all issues) created tremendous problems for the estate. When you mix these issues with the size of the estate, the result was a quagmire. In my further opinion it took extraordinary effort on the part of the Pope and Buchanan to bring a measure of stability to this estate and the estate/trust and resulting recipients of the estate have benefitted from the co-fiduciaries substantial experience and due diligence.

(7) South Carolina Probate Code, Section 63-3-719 sets forth the compensation of a personal representative. Subsection (a) allows the Court the discretion to award additional compensation over and above the 5% of the appraised value and 5% of the income earned upon a showing of extraordinary services. Based on my review of the above pleadings, the successor co-personal representatives and co-trustees, Robert L. Buchanan, Jr. and Adele J. Pope have contributed extraordinary services to this estate benefitting the ultimate recipients of the assets of this estate.

Further Deponent Sayeth Not.

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

Notary Public for South Carolina
My Commission Expires: 7/13/16


W. Steven Johnson, Esquire
Todd and Johnson, LLP
609 Sims Avenue
Columbia, SC 29205
803-252-1500

WSJ

STATE OF SOUTH CAROLINA	) IN THE COURT OF COMMON PLEAS
	) SECOND JUDICIAL CIRCUIT
COUNTY OF AIKEN	)
	) Case No.: 08-CP-02-1647 (Original)
	) Case No.: 07-CP-02-0122 (Copy)
HENRY DARGAN McMASTER, in his	) Case No.: 08-CP-02-0872 (Copy)
capacity as Attorney General of the State of	)
South Carolina; and others	) SUPPLEMENTAL AFFIDAVIT
Petitioners,	) OF ROBERT L. BUCHANAN, JR.
	) AND ADELE J. POPE IN
ALBERT H. DALLAS and others	) SUPPORT OF COMMISSIONS AND
Respondents.	) PAYMENT OF CERTAIN PRIORITY
	) EXPENSES OF ADMINISTRATION
IN RE:	)
The Estate of James Brown and the James	)
Brown 2000 Irrevocable Trust u/a/d August	)
1, 2000	)
_____	)

AND

STATE OF SOUTH CAROLINA	) IN THE COURT OF COMMON PLEAS
	) SECOND JUDICIAL CIRCUIT
COUNTY OF AIKEN	) Case Number: 2009-CP-02-1140
	)
Robert L. Buchanan, Jr. and Other,	)
Plaintiffs,	)
vs.	)
	)
The Honorable Henry Dargan McMaster,	)
as Attorney General for the State of South	)
Carolina,	)
Defendant.	)
	)
IN RE: The Estate of James Brown	)
and the James Brown 2000 Irrevocable	)
Trust	)
_____	)

AND

THE STATE OF SOUTH CAROLINA
IN THE CIRCUIT COURT FOR THE
SECOND JUDICIAL CIRCUIT

APPEAL FROM AIKEN COUNTY
PROBATE COURT

THE HONORABLE SUE H. ROE,
PROBATE COURT JUDGE

Case No. 09-CP-02-01341

IN THE MATTER OF: James Brown

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

PERSONALLY APPEARED BEFORE ME, Robert L. Buchanan, Jr. ("Bob") and Adele
J. Pope ("Adele"), who being duly sworn, depose and say:

I. AFFIDAVIT BASED ON PERSONAL KNOWLEDGE

1. This affidavit is made from our personal knowledge, including knowledge gained
from the books and records of the Estate of James Brown (the "Estate"), the James Brown
2000 Irrevocable Trust (the "2000 Trust") and records reviewed during our service as
Special Administrators (SAs) of the Estate of James Brown from March 7 to November 20,
2007 and as Personal Representatives (PRs) of the Estate and Trustees of the 2000 Trust
from November 20, 2007.¹

2. In 2000 James Brown created what appears to have been² the largest South
Carolina Private Foundation created by one individual solely to provide scholarships for

¹ (a) Subject to subsection (b), a person has knowledge of a fact if the person: (1) has actual knowledge of
it; (2) has received a notice or notification of it; or (3) from all the facts and circumstances known to the
person at the time in question, has reason to know it. S.C. Code Ann. Sec. 62-7-104

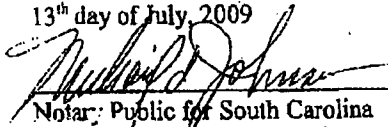
² If fully implemented as James Brown mandated in 2000, the Brown Family Education Trust will provide 7
designated grandchildren with adequate funding for a full education, including pre-college, college and
professional and/or post-graduate work (about \$300,000 each). Within 5 years The James Brown "I Feel
Good" Trust, a private foundation, will have a fund of at least \$100 Million, providing, in perpetuity, \$5
Million of scholarships to needy and deserving students desiring to attend schools in South Carolina and
Georgia. [See Trust]

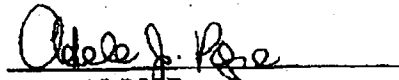
the Estate of James Brown and the James Brown 2000 Irrevocable Trust.

FURTHER DEPONENTS SAYETH NOT.

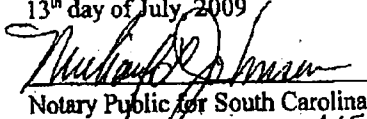

ROBERT L. BUCHANAN, JR.

SWORN TO before me this
13th day of July, 2009

 (L.S.)
Notary Public for South Carolina
My Commission expires: 24 FEB 14


ADELE J. POVE

SWORN TO before me this
13th day of July, 2009

 (L.S.)
Notary Public for South Carolina
My Commission expires: 24 FEB 14

**Exhibits to
Joint Affidavit of AJP and RLB dtd. July 13, 2009**

- Exhibit 1 Complaint in the Declaratory Judgment (part of Case 122).
- Exhibit 2 January 8, 2008 Order
- Exhibit 3 February 20, 2008 Order
- Exhibit 4 April 1, 2008 Order
- Exhibit 5 Commission Calculations
- Exhibit 6 Resumé, Robert L. Buchanan, Jr.
- Exhibit 7 Resumé, Adele J. Pope
- Exhibit 8 Time Records, Adele J. Pope
- Exhibit 9 Time Records, Robert L. Buchanan, Jr.
- Exhibit 10 Copy, Letter to Mr. Jones from Mrs. Pope, dtd. 11/21/07
- Exhibit 11 Summary of Charges, James D. Bailey, Esquire
- Exhibit 12 Summary of Charges, Tressa T. H. Hayes, Esquire
- Exhibit 13 Copies, correspondence between PR/Trustees Buchanan and Pope and Office of Attorney General
- Exhibit 14 Letter of Mr. Rosen to Judge Early dtd 8/12/08
- Exhibit 15 Letter of Mr. Jones dtd 8/12/08
- Exhibit 16 Letter of the Honorable Henry D. McMaster dtd 7/30/08
- Exhibit 17 Emergency Petition dtd 6/26/08 and Letter of Mr. Jones dtd 7/7/08
- Exhibit 18 Email of Terry Cox to Marion Heflin dtd. 11/26/07

EXHIBIT 5

ESTATE/TRUST OF JAMES BROWN

1. MINIMUM PR/TRUSTEE COMMISSIONS CALCULATIONS AS PER ORDER DATED 1/8/08 (November 21, 2007 - May 26, 2009)

[Note: Does not include Post-May 26, 2009 Fees and Costs due under the January 8, 2008 Order.]

DESCRIPTION	TOTAL HOURS	RATE	TOTAL
RLB, JR.	1475	\$ 325.00	\$ 479,375.00
AJP	3610	\$ 325.00	\$ 1,173,250.00
RLB, JR. LEGAL ASSISTANTS	279	\$ 75.00	\$ 20,925.00
AJP LEGAL ASSISTANTS/CLERKS	3790	\$ 75.00	\$ 284,250.00
AJP ADMIN	535	\$ 30.00	\$ 16,050.00
TOTAL	9,689.00		\$ 1,973,850.00

SA and PR/TRUSTEES DEPOSIT TOWARDS COMMISSIONS as per Court Order:

RLB, JR.: \$ 500,300*

AJP: \$ 1,473,550

\$ 1,973,850 Plus interest at legal rate as per Order

* rounded to whole dollars

PR/Trustee Commission through May 26, 2009:

\$ 1,973,850

Unpaid interest on above amount¹ to Sept. 1, 2009:

\$ 109,251

SA Commissions unpaid:

\$ 47,972

Interest on above to Sept. 1, 2009:

\$ 22,910

SA and PR/Trustee Commission Deposit ordered and payable as of Sept. 1, 2009:

\$ 2,153,983

Plus: interest on above amount after Sept. 1, 2009²

¹ Calculated from 12/31/07; 6/30/08; 12/31/08 and 5/26/09

² Through January 14, 2010 at legal rate. Interest at legal rate to be compounded annually (10/09).

II. FULL PR/TRUSTEE COMMISSION: BASED 1/3 ON TIME AND 2/3 EQUALLY:
TOTAL COMMISSION: (\$ 99,863,015 [Total Value] x 5%) \$ 4,993,151

1/3 based on time:

RLB, JR.	29.01 %: 1,664,383.66 x .2901 =	\$ 482,837.70
AJP	70.99 %: 1,664,383.66 x .7099 =	<u>\$ 1,181,545.96</u>
TOTAL		\$ 1,664,383.66

2/3 Commission Equally

4,993,151 x (2/3) = 3,328,767.34

RLB	\$1,664,383.67
AJP	<u>\$1,664,383.67</u>
TOTAL	\$3,328,767.34

TOTAL COMMISSIONS REQUESTED:

RLB:	482,837.70 + 1,664,383.67 =	\$ 2,147,221.37
AJP:	1,181,545.96 + 1,664,383.67 =	<u>\$ 2,845,929.63</u>
		\$ 4,993,151.00 ³

³ Plus interest at the legal rate from May 26, 2009.

AGREEMENT FOR LEGAL SERVICES

This Agreement this 18th of May, 2010 between Sweeny, Wingate & Barrow, P.A. ("Firm") and Russell L. Banknight as Personal Representative of the Estate of James Brown and as Trustee of the James Brown 2000 Irrevocable Trust and the James Brown Legacy Trust ("Trustee"). This agreement shall remain in effect until such time as it is terminated, in writing, by either of the parties.

The Trustee hereby retains the Firm to represent its interest and pursue claims on its behalf against Robert Buchanan and Adele Pope. The Firm hereby agrees to accept such representation.

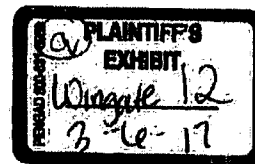
The parties hereto specifically acknowledge that the following persons, parties, and entities are third-party beneficiaries to this Agreement: Henry Dargan McMaster, in his capacity as Attorney General of the State of South Carolina; Tommy Rae Brown, individually and on behalf of her minor child, James Brown II; Daryl Brown, individually and on behalf of his minor child Janise Vanisha Brown; Lindsay Delores Brown; Deanna J. Brown Thomas; Jason Brown-Lewis; Yamma N. Brown, individually and on behalf of her minor children Sydney Lumar and Carriagton Lumar; Tonya Brown; Vanisha Brown; Larry Brown and Terry Brown (hereinafter collectively "Third-Party Beneficiaries").

The Third-Party Beneficiaries are signatories to a Settlement Agreement dated August 10, 2008 with Addendum dated March 25, 2009. This Settlement Agreement was approved by the Circuit Court of South Carolina by Order dated May 26, 2009. In the event that this Order should be overturned, vacated or in any manner set aside, this Agreement shall continue with the Third-Party Beneficiaries becoming the principal parties.

ATTORNEY FEES

The Firm will be compensated on a contingency fee basis. The fee for professional services will be based upon the gross proceeds of any money collected as result of actions initiated or pursued by the Firm, in the following percentages:

a. Pursuant to the Settlement Agreement dated August 10, 2008, as amended by Addendum dated March 25, 2009, 47.5% of the gross proceeds will be attributed to the charitable portion of the James Brown Estate, the James Brown 2000 Irrevocable Trust, and/or the James Brown Legacy Trust for fee calculation purposes only. The Litigation Retention Agreement which is attached hereto as Exhibit A and which is incorporated herein shall govern the terms of representation and the payment of fees to the Firm with respect to the 47.5% of the gross proceeds attributed to the charitable portion of the James Brown Estate, the James Brown 2000 Irrevocable Trust, and/or the James Brown Legacy Trust. For example, fees will be paid to the Firm from these proceeds based on the following schedule:



BAUK00126_CONFIDENTIAL

Amount of net proceeds of judgment or settlement (not including exemplary or punitive damages) (in millions)	Contingent percentage
First \$0 to \$5	23%
Excess over \$5 up to \$10	19%
Excess over \$10 up to \$25	15%
Excess over \$25 up to \$50	11%
Excess over \$50 up to \$100	7%
Excess over \$100	4%

Amount of punitive or exemplary proceeds (in millions)	Contingent percentage
First \$0 to \$10	10%
Excess over \$10 to \$100	5%
Excess over \$100	3%

b. The remaining proceeds collected will be attributed to the non-charitable portion of the James Brown Estate, the James Brown 2000 Irrevocable Trust, and/or the James Brown Legacy Trust for fee calculation purposes only. A fee of 40% will be paid to the Firm from these proceeds.

c. In the event the parties reach an agreement that results in a settlement expressed in non-monetary consideration, the Firm shall be compensated pursuant to Article VI(B) of the Litigation Retention Agreement with respect to the 47.5% attributed to the charitable portion of the James Brown Estate, the James Brown 2000 Irrevocable Trust, and/or the James Brown Legacy Trust and based on the cash-equivalent of such consideration or an hourly fee, whichever is greater, for the balance. The hourly fees shall be calculated as follows:

(a) Partners	\$300.00
(b) Associates	\$225.00
(c) Paralegal	\$125.00

d. In the event that no value is recovered by the Firm on behalf of the Trustee, no fee will be paid to the Firm.

EXPENSE REIMBURSEMENT

Trustee shall reimburse all expenses incurred by the Firm as a result of this representation in accordance with Article V(B) of the Litigation Retention Agreement. Firm will submit invoices to the Trustee on a monthly basis. These expenses will be reimbursed as soon as practicable given the available funds held by the Trust.

It is understood and agreed that the Estate is reimbursing expenses for the benefit of the Estate, the James Brown 2000 Irrevocable Trust and the James Brown Legacy Trust. It is

understood that the Estate will be reimbursed 47.5% of these expenses by the Trust upon the distribution of the proceeds from any recovery.

SWENY, WINGATE & BARROW, P.A.

By: Ernest A. Kendall, Jr.

ESTATE OF JAMES BROWN

By: [Signature]
Its: Personal Representative

JAMES BROWN 2000 IRREVOCABLE TRUST

By: [Signature]
Its: Trustee

JAMES BROWN LEGACY TRUST

By: [Signature]
Its: Trustee

EXHIBIT A

LITIGATION RETENTION AGREEMENT FOR SPECIAL COUNSEL APPOINTED BY THE SOUTH CAROLINA ATTORNEY GENERAL

This litigation retention agreement ("Agreement") is by and between South Carolina Attorney General Henry McMaster ("Attorney General") and the below-signed attorney(s) ("Special Counsel").

RECITALS

WHEREAS, the Attorney General has concluded that it is in the best interest of the State of South Carolina to retain Special Counsel specifically for this litigation matter; and

WHEREAS, the Attorney General hereby engages Special Counsel to provide legal representation including, but not limited to, all preparation for, settlement of and/or actual litigation arising from [matter]; and

WHEREAS, Special Counsel specifically represents that he has the skill, experience, expertise, and competence necessary for the meaningful prosecution of this matter;

NOW THEREFORE, in consideration for the mutual promises and covenants set forth herein, and for other valuable consideration, the Attorney General and Special Counsel hereby agree to the following terms and conditions:

Article I. TERM

This Agreement, which shall serve as the appointment of the attorneys whose signatures are affixed below as Special Counsel to the Attorney General, commences on _____, and terminates on _____, unless this work is concluded earlier or the Attorney General or Special Counsel terminates the appointment earlier pursuant to Article VI of this Agreement. If the work for which this appointment is made is not completed by the date above, then the Attorney General may re-appoint Special Counsel for an additional term or terms to be determined at that time. The Attorney General shall not be liable to compensate Special Counsel for any services rendered after termination of the Agreement.

Exhibit A

Article II. SERVICES

A. Scope of Appointment

Special Counsel shall provide legal services, advice, and consultation to the Attorney General for this litigation in a manner consistent with accepted standards of practice in the legal profession. In view of the personal nature of the services to be rendered under this appointment, the Attorney General shall be the sole judge of the adequacy of those services. The parties agree:

1. The Attorney General shall have final authority over all aspects of this litigation. The litigation may be commenced, conducted, settled, approved, and ended only with the express approval and signature of the Attorney General. The Attorney General at his sole discretion has the right to appoint a designated assistant ("designated assistant") to oversee the litigation, which appointment the Attorney General may modify at will.
2. Special Counsel shall provide legal services to the Attorney General subject to the approval of the Attorney General for the purposes of seeking injunctive relief, monetary relief, and other relief against all entities in this litigation.
3. The Attorney General may provide attorneys and other staff members to assist Special Counsel with this litigation. The identity and responsibilities of such personnel so assigned shall be determined solely by the Attorney General. All pleadings, motions, briefs, formal documents, and agreements must bear the signature of the Attorney General or his designated assistant.
4. Special Counsel shall coordinate the provision of the legal services with the Attorney General or his designated assistant, other personnel of the Office of the Attorney General, and such others as the Attorney General may appoint as Special Counsel. All pleadings, motions, briefs, and other material which may be filed with the court shall first be approved by the Attorney General and provided to his office in draft form in a reasonable and timely manner for review. Regular status meetings may be held as requested by the Attorney General.
5. Special Counsel shall communicate with state entities through the Office of the Attorney General unless otherwise authorized by the Attorney General.
6. Special Counsel shall provide sufficient resources, including attorney time, to prosecute this litigation in accordance with Rule 407, Rules of Professional Conduct, South Carolina Appellate Court Rules.

B. Delegation of Work

Special Counsel may delegate work to other attorneys or paralegals within the firm with which the Special Counsel is affiliated but may not, without express approval of the Attorney General,

Exhibit A

delegate any work whatsoever to any attorney in any other firm. Special Counsel agrees to accept full responsibility and liability for the work of any delegate.

C. Attorney-Client Relationship

Special Counsel will render services pursuant to this Agreement as an independent contractor. Neither Special Counsel nor any employee of Special Counsel shall be regarded as employed by, or as an employee of, the Attorney General or the State of South Carolina.

An attorney-client relationship shall exist between the Attorney General and Special Counsel.

Article III. CASE MANAGEMENT

A. Status Reports, Time Records

The Attorney General may at any time request status reports from Special Counsel regarding any aspect of this litigation. Within twenty days after the request is received, Special Counsel shall submit such status reports to the Attorney General. Failure to timely provide such status reports may result in forfeiture of a portion of Special Counsel's compensation at the sole discretion of the Attorney General.

At a minimum, status reports must include a description of the current status of the matter, any significant events that have occurred since the previous status report, and a prospective analysis of any significant future events.

B. Notices and Correspondence

All notices, demands, requests, consents, approvals, and other instruments required to be given pursuant to the terms of this Agreement shall be in writing and shall be deemed to have been properly given when: (1) hand delivered; (2) sent by U.S. Registered or Certified mail, return receipt requested, postage prepaid; (3) if certified or registered mail is either refused or unclaimed, then by regular U.S. Mail; (4) by overnight delivery service with receipt (Airborne, FedEx, UPS, etc.); (5) by email; or (6) by fax, followed by one of the other methods of delivery described herein. Fax delivery shall be deemed to be on the date of receipt of the fax, and the parties hereto agree that a fax with confirmation shall be adequate proof of receipt of the fax.

Both Special Counsel and the Attorney General may designate a representative to receive such instruments and correspondence as described herein. While both parties recognize this designation may be changed at any time, and without consent of the other party by giving written notice of the new designated representative, until further notice, such instruments and/or correspondence should be addressed to:

Name: Henry McMaster
Attorney General
Address: P. O. Box 11549

Exhibit A

Columbia, SC 29211
Phone: 803-734-3970
Fax: 803-253-6283

Name: C. Havird Jones, Jr.
Senior Assistant Attorney General
Address: P. O. Box 11549
Columbia, SC 29211
Phone: 803-734-3970
Fax: 803-734-3677
Email: ccjones@scag.gov

[Special Counsel's Information]

C. Communication

Special Counsel agrees to consult in advance, by telephone, fax machine, or in writing, with the Attorney General promptly on all matters that may be precedential, controversial, of particular public interest, or otherwise noteworthy or important, and to keep the Attorney General fully informed at all times.

Special Counsel shall give timely written notice to the Attorney General of any and all of the following legal events in this litigation:

1. Pleadings
2. Dispositive motions
3. Hearings
4. Rulings
5. Trials
6. Settlement negotiations
7. Appeals or Notice of Appeals
8. Briefs filed by any party or entity
9. Appellate arguments or decisions
10. Enforcement efforts

Special Counsel agrees to meet with Attorney General's Office personnel when and where requested by the Attorney General in furtherance of this litigation.

D. Settlement

The Attorney General must approve in advance all aspects of this litigation and shall be included in any settlement discussions. Special Counsel agrees that any settlement in this case must

Exhibit A

receive the Attorney General's express prior approval in writing. Special Counsel shall confer with the Attorney General as early as practicable in any settlement negotiation process.

E. Appeals

It is important that the Attorney General receives early notice of any potential appellate litigation in any way affecting the State. Therefore, Special Counsel agrees to give prompt oral and written notice to the Attorney General when receiving: (1) any dispositive decision by any appellate court affecting the litigation in any way; or (2) a Notice of Appeal from a court's decision filed by any party to this litigation.

F. Public Records

Any material, data, files, discs, or documents created, produced, or gathered by Special Counsel, or in Special Counsel's possession in furtherance of this litigation, or which fulfill an obligation of this appointment, shall be considered the exclusive property of the State of South Carolina. Special Counsel agrees to adhere to South Carolina's Freedom of Information Act, South Carolina Code of Laws §30-4-10 *et. seq.*, and maintain all public records in accordance with State law; provided, however, that Special Counsel shall consult with, and obtain the approval of, the Attorney General before responding to any public records request. Special Counsel agrees to comply with the Attorney General's policy on document retention and to refrain from destroying documents unless otherwise permitted under this policy. Special Counsel agrees to comply with Rule 417 of the South Carolina Appellate Court Rules. Special Counsel agrees to request written confirmation from the Attorney General's Office prior to destroying any documents. This Agreement shall be considered a public document.

Article IV. COMPENSATION

A. Fee Schedule

This is a contingent fee case. Special Counsel shall receive no compensation for any services rendered unless the State of South Carolina receives a settlement or damage award in connection with this litigation. If the State receives such an award, Special Counsel will be compensated for his services pursuant to this Article, as follows:

1. Special Counsel shall be reimbursed all reasonable, normal, and verified "out of pocket" costs and expenses as specified in Article V below.

These costs and expenses necessary for conducting this litigation, as defined in Article V of this Agreement, shall initially be advanced by Special Counsel and shall be deducted from the litigation's gross or total recovery, if any, before any further distribution is made.

Provided, however, that civil penalties shall not be included in calculating the gross or total recovery, and Special Counsel shall not receive any fees or costs from awards of

Exhibit A

civil penalties with such penalty payments to be made to the Office of the Attorney General for the State of South Carolina.

Provided, further, that as to any federal Medicaid portion of a settlement or award, no reimbursable cost may be deducted, and no settlement or award amount shall be included in calculating the gross or total recovery for the purposes of fees to the Special Counsel, without the additional approval by the Center for Medicaid and Medicare Services (CMS); and

2. At least 77% of the remaining or net settlement or judgment proceeds (but not including punitive or exemplary damages, if any) shall be paid or applied to or for the State or the people of South Carolina or the victims in a manner to be determined by the Attorney General in his sole discretion; and

3. Special Counsel shall be paid the remaining 23% or less in fees of said remaining or net settlement or judgment proceeds (but not including punitive or exemplary damages), as follows:

Amount of net proceeds of judgment or settlement (in millions)	Contingent percentage
First \$0 to \$5	23%
Excess over \$5 up to \$10	19%
Excess over \$10 up to \$25	15%
Excess over \$25 up to \$50	11%
Excess over \$50 up to \$100	7%
Excess over \$100	4%

Provided, however, that the Attorney General shall retain 10% of Special Counsel's fees awarded under this section 3.

4. Special Counsel shall be paid 10% or less of any punitive or exemplary damage proceeds as follows, with the remaining 90% or more to be paid or applied to or for the State or the people of South Carolina or the victims in a manner to be determined by the Attorney General at his sole discretion:

Amount of punitive or exemplary proceeds (in millions)	Contingent percentage
First \$0 to \$10	10%
Excess over \$10 to \$100	5%
Excess over \$100	3%

Provided, however, the Attorney General shall retain 10% of Special Counsel's fees awarded under this section 4.

Exhibit A

5. All settlement or judgment proceeds shall be paid by or on behalf of the defendant(s) to the Attorney General's office, which shall distribute them or have them distributed.

6. It is strictly agreed and understood by Special Counsel that if the proposed or actual defendants in this matter agree to a settlement or resolution prior to or upon commencement of the action or shortly thereafter, upon negotiation or consultation or upon only initial responses, then Special Counsel's compensation shall be one-half of that specified in sections 3 and 4 above.

7. This distribution and compensation calculation shall be included in a final order in the case.

B. Settlement or Judgment

The above Fee Schedule applies to any settlement or judgment, whether the settlement or judgment is entirely monetary in nature or is combined with non-monetary relief. Should the litigation be resolved by settlement or judgment involving a combination of monetary and non-monetary relief (such as injunctive relief, non-monetary payment, the provision of goods and/or services or any other "in kind" terms, or any combination of those), the Attorney General shall determine the monetary value to the State.

C. Payment of Fees, Costs and Expenses

Neither the State of South Carolina nor the Attorney General shall be required under this Agreement, or otherwise, to compensate or reimburse Special Counsel for his work in this matter, other than as set forth in Articles IV (A), and IV(B), and V herein. Accordingly, except for the fee schedule, expenses, and costs enumerated and outlined herein, Special Counsel shall not be entitled to and shall not accept compensation or reimbursement from any other source.

Article V. EXPENSES AND COSTS

A. Advancement of Expenses and Costs

Special Counsel shall advance all costs, expenses, and disbursements, including expert witness fees and costs, deposition costs, and costs of document production. Special Counsel's agreement to advance all litigation expenses and costs, as well as its agreement to defer fees while any and all litigation (including appeals and enforcement actions) is pending has been taken into consideration in establishing the fee schedule above.

B. Expenses and Cost Reimbursement

Special Counsel shall be reimbursed solely from the litigation's gross recovery as approved by the Attorney General for certain reasonable expenses and costs enumerated below. Proper documentation by receipts or otherwise shall be submitted with all invoices and all

Exhibit A

documentation shall be retained by Special Counsel for at least one full year following this Agreement's termination. All expenses must be itemized and no reimbursement may be applied for or requested for "miscellaneous" listings. The Attorney General in his sole discretion may decline to reimburse Special Counsel for improperly documented, unnecessary, or unreasonable costs or expenses.

1. Experts

Special Counsel shall be reimbursed for retention of experts, including fees and other reasonable costs, only when expressly authorized by the Attorney General.

2. Lodging

Receipts are required. In-state overnight lodging shall be reimbursed at actual cost up to a maximum of \$75.00 plus tax per day. Any expenses incurred due to out-of-state lodging greater than \$75.00 plus tax per day shall be approved in advance by the Attorney General. If circumstances render Special Counsel unable to obtain the prior approval of the Attorney General in this situation, as soon as thereafter practicable, Special Counsel shall notify the Attorney General of the location, the hotel, the daily rate, and the reasons for not obtaining prior approval. Failure to follow these procedures shall result in such lodging costs being borne by Special Counsel.

3. Meals

There is no reimbursement for meals.

4. Travel

Receipts are required. Airfare shall be reimbursed at actual cost based on coach fares.

5. Mileage

Automobile travel shall be reimbursed at the maximum state mileage rate of the State of South Carolina in effect at the time. Travel by car shall not exceed coach fares on commercial airlines. Mileage is to be itemized on the invoice as "Mileage" (number of miles @ rate per mile).

6. Photocopying

In-house photocopying (including color copies) shall be reimbursed at the Special Counsel's actual expense, not to exceed 15 cents (\$0.15) per copy and is to be itemized on the invoice as "Photocopies" (number of copies @ rate

Exhibit A

per copy). Reasonable amounts for outside photocopying shall be reimbursed at actual cost if receipts are provided.

7. Priority/Overnight Mail

Charges for priority or overnight mail services shall be reimbursed only if a justifiable basis exists for using the service. In no event shall the Special Counsel be reimbursed for the cost of sending invoices or status reports to the Attorney General by overnight or priority mail services.

8. Secretarial or Staff Overtime

There shall be no reimbursement for secretarial or staff overtime unless expressly authorized in writing by the Attorney General prior to invoicing.

9. Other Expenses

Actual costs shall be reimbursed for certain routine expenses including transcripts, deposition costs, witness fees, subpoena service, postage, printing, cab and bus fares, parking, and long-distance telephone calls when itemized and receipts are provided. Expenses for office space, word processing, secretarial, and paralegal costs are not reimbursable. Westlaw expenses shall be reimbursed only when authorized in advance by the Attorney General.

C. One Invoice

At the conclusion of the litigation, Special Counsel agrees to submit one original invoice to the Attorney General for expenses and costs.

Article VI. TERMINATION

A. Termination by the Parties

The Attorney General reserves the right to terminate this Agreement at any time, in his sole discretion, and without cause or duty of explanation. Special Counsel may terminate its duties and obligations under the Appointment and this Agreement upon thirty (30) days written notice to the Attorney General. Termination on the part of the Special Counsel shall not be effective if the Attorney General finds in his sole discretion that such termination prejudices or has a material adverse effect on the State of South Carolina. Upon termination, all material, data, files, discs, or documents created, produced, or gathered by Special Counsel, or in Special Counsel's possession in furtherance of this litigation, or which fulfills an obligation of this appointment shall be immediately delivered to the Attorney General as directed by him, and without encumbrance or lien or any cost or charge to the Attorney General.

B. Compensation Upon Termination

Exhibit A

In the event this Agreement is terminated by Special Counsel, Special Counsel shall be reimbursed only from the litigation's gross recovery and only for all properly documented expenses and costs, as defined in Article V of this Agreement, rendered prior to termination; there shall be no payment of any attorneys' fees unless the Attorney General agrees in writing to the payment of fees for work performed under such terms and conditions as may be set by him in his sole reasonable discretion. In the event the Attorney General terminates this Agreement without cause, Special Counsel shall be reimbursed only from the litigation's gross recovery for all properly documented expenses and costs, as defined in Article V of this Agreement, rendered prior to termination, and Special Counsel shall be awarded appropriate attorneys fees on a quantum meruit basis as determined by the Attorney General. If this Agreement is terminated for cause, Special Counsel will not be reimbursed for any expenses and costs or paid any fees or other compensation for any services relating to the litigation.

Article VII. OTHER TERMS AND CONDITIONS

A. Media Statements

The parties agree that neither Special Counsel nor any partner, associate, employee, or any other person assisting with the legal work contemplated by this Agreement shall speak to any representative of a television station, radio station, newspaper, magazine, or any other media outlet concerning the work outlined or contemplated by this Agreement without first obtaining approval of the Attorney General. This Agreement specifically prohibits Special Counsel from speaking on behalf of the Attorney General or the State of South Carolina to any representative of the news media.

B. Jurisdiction and Choice of Law

This Agreement shall be administered in the State of South Carolina and shall be interpreted under the laws of the State of South Carolina. Special Counsel consents to complete jurisdiction in the appropriate courts of the State of South Carolina. This Agreement and any claims arising in any way out of it shall be governed by the laws of the State of South Carolina. Any litigation arising out of or relating in any way to this Agreement or the performance thereunder shall be brought in state courts of appropriate jurisdiction in the State of South Carolina, and Special Counsel hereby irrevocably consents to such exclusive jurisdiction.

C. Code of Professional Responsibility

If, during the appointment as Special Counsel, a complaint is filed against Special Counsel or Special Counsel's firm, alleging a violation of Rule 407, Rules of Professional Conduct, South Carolina Appellate Court Rules, or the applicable rules governing the state bar in which Special Counsel has been admitted, or the Code of Professional Responsibility, Special Counsel shall give prompt written notice of such complaint to the Attorney General. The Attorney General retains the right, in his sole discretion, to immediately terminate this Agreement if he deems the

Exhibit A

complaint to adversely affect in any way Special Counsel's ability to perform his duties required herein, or to adversely affect this litigation, the Attorney General, or the State of South Carolina.

D. Insurance

Special Counsel agrees to carry adequate professional liability insurance and to provide proof of same to the Attorney General promptly upon request.

E. Conflict of Interest

Special Counsel represents that neither he nor his firm has any conflict of interest with the State of South Carolina, its agencies, or subdivisions at this time. Special Counsel agrees that if a conflict of interest, potential or otherwise, arises, as defined by Rule 407, Rules of Professional Conduct, South Carolina Appellate Court Rules, during the term of this litigation, then Special Counsel will give timely written notice to the Attorney General. Special Counsel must request and obtain a written authorization from the Attorney General prior to undertaking any representation against or adverse to the State of South Carolina, its offices, boards, departments, or institutions during the term of this appointment.

F. Equal Opportunity

Special Counsel hereby represents that neither he nor his law firm discriminates on the basis of race, religion, color, sex, age, national origin, or disability against any person in the employment of personnel in their offices.

G. Entire Agreement/Integration

This Agreement constitutes the entire understanding of the parties. Both parties agree that there is no other understanding or agreement other than the terms expressly stated herein.

H. Severability of Terms and Conditions

If any provision of this Agreement shall be held invalid, illegal, or unenforceable in any respect, said provision shall be severed. The validity, legality, and enforceability of all other provisions of this Agreement shall not in any way be affected or impaired unless such severance would cause this Agreement to fail of its essential purpose.

I. Amendment or Modification

No amendment or modification of this Agreement shall be effective against either party unless such amendment or modification is set forth in writing and signed by both parties.

J. Headings

Exhibit A

The headings herein are for reference and convenience only. They are not intended and shall not be construed to be a substantive part of this Agreement or in any other way to affect the validity, construction, interpretation, or effect of any of the provisions of this Agreement.

K. Counterparts

This Agreement may be executed in one or more counterparts, each of which shall be an original and all of which constitute one and the same instrument.

(Signatures follow on the next page.)

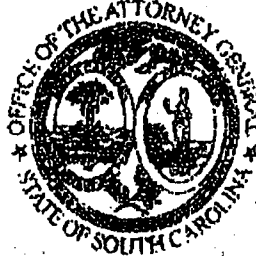
Attorney General of South Carolina

Henry McMaster

Date: _____, 2010

Special Counsel

[Special Counsel's signature(s)]



HENRY McMASTER
ATTORNEY GENERAL

May 18, 2010

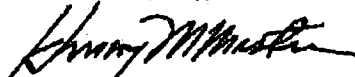
Mr. Russell Bauknight
Bauknight, Pietras & Stormer, P.A.
1517 Gervais Street
Post Office Box 1330
Columbia, South Carolina 29202

Re: James Brown Litigation

Dear Mr. Bauknight:

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

Yours very truly,



Henry McMaster

Enclosures

HMcM/mfj

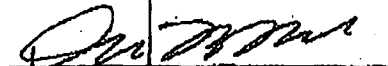
RAIMOND C. DEANES BUILDING • POST OFFICE BOX 11549 • COLUMBIA, S.C. 29211-1549 • TELEPHONE 803-734-3970 • FACSIMILE 803-253-6283

BAUK00141_CONFIDENTIAL

CONFIRMATION, APPROVAL AND ACKNOWLEDGMENT

The undersigned confirms and approves the retention of Sweeney, Wingate & Barrow, P.A. on its behalf by Russell Bauknight, as Personal representative of the Estate of James Brown, Trustee of the James Brown 2000 Revocable Trust, and Trustee of the James Brown Legacy Trust, and hereby acknowledges that Sweeney, Wingate & Barrow, P.A. is representing the "Third-Party Beneficiaries" as defined in the attached Agreement For Legal Services dated May __, 2010 (the "Retention Letter") through Russell Bauknight as fiduciary. The undersigned further confirms and approves the filing on its behalf of the lawsuit (evidenced by the attached draft complaint (the "Complaint")) by Sweeney, Wingate & Barrow, P.A. and the inclusion of the undersigned's client(s) as party(ies) to the action.

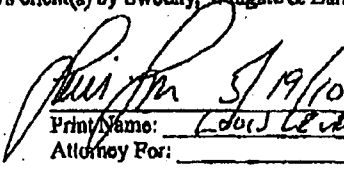
The undersigned acknowledges and confirms that the undersigned has reviewed the attached Retention Letter along with exhibits thereto, agrees to all terms contained therein, and directs Russell Bauknight as fiduciary to sign the Retention Agreement on its behalf, or otherwise ratifies the Retention Agreement. The undersigned further acknowledges and confirms that the undersigned has reviewed the attached Complaint and that there is good ground to support it. The undersigned confirms the allegations contained therein, and the undersigned approves the filing of the same on behalf of the undersigned's client(s) by Sweeney, Wingate & Barrow, P.A.


Print Name: David B. Bell
Attorney For: Forty Brown

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 5/19/10
Print Name: LOUIS LEVENSON

Attorney For: _____

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Print Name: E. Alan Martin
Attorney For: Jamie Rae Brown

#6
STATE OF SOUTH CAROLINA) IN THE COURT OF COMMON PLEAS
COUNTY OF RICHLAND) 2010-CP-40-4900

Russell Bauknight, et al.,)
Plaintiffs,)
vs.) TRANSCRIPT OF RECORD
Henry Dargan McMaster, et al.,)
Defendants.)

August 30, 2010
Columbia, South Carolina

B E F O R E:

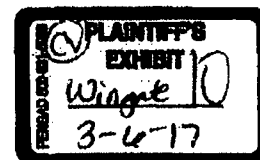
HONORABLE L. CASEY MANNING, JUDGE.

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

KENNETH B. WINGATE, ESQUIRE
EVERETT A. KENDALL, II, ESQUIRE
Attorneys for Plaintiffs

DARYL L. WILLIAMS, ESQUIRE
J. CALHOUN WATSON, ESQUIRE
Attorneys for the Defendants

Crystal Holmes



1 MR. WINGATE: May it please the Court, Your
2 Honor. Ken Wingate along with my partner, Rhett
3 Kendall.

4 THE COURT: Yes, sir.

5 MR. WINGATE: And we are before you today in
6 connection with the Irrevocable Charitable Trust
7 established by the entertainer James Brown.

8 As Your Honor is aware from the pleadings,
9 our firm represents the 15 or so Plaintiffs listed on
10 the caption of the case which include globally all of
11 the beneficiaries of this Irrevocable Trust, both the
12 charitable and private individuals.

13 I would ask that Your Honor -- well, first,
14 let me introduce -- we're here representing, as you're
15 aware from the caption, an array of folks. I believe
16 Your Honor knows Sonny Jones ---

17 THE COURT: Yes.

18 MR. WINGATE: --- an attorney with the South
19 Carolina Attorney General's office, one of our
20 clients. Also we represent Russell Bauknight who is
21 very critically, Your Honor, the professional Trustee
22 of this Trust. I'll just come back and address that
23 in a moment. His counsel, Freddie Kingsmore is here
24 with us today. And then one of the family members,
25

1 Deanna Brown Thomas, daughter of James Brown, with her
2 husband ---

3 THE COURT: Let help me you all out. It
4 might be logistical. We all work, we come to work
5 early, we stay late sometimes. But we all eat in the
6 middle of the day. And about 1:00 I'm going to eat.
7 So this is the problem, it's a real one. You want to
8 stop now and come back after lunch?

9 MR. WINGATE: Let's stop now and come back ---
10

11 THE COURT: Okay. Well, you know, I just --
12 it's just practical. It's a practical problem.

13 MR. WINGATE: Sure.

14 THE COURT: I'm going to eat, y'all need to
15 eat regardless of this case or anything else. Let's
16 stop now. I start back at 2 anyway, so.

17 MR. WINGATE: Perfect.

18 THE COURT: I've got other things scheduled
19 but we'll pick up with you guys at 2. That will be
20 the best way to do it, in my opinion. We'll break for
21 lunch, come back at 2.

22 All right, thank you all.

23 MR. WINGATE: Thank you, Your Honor.

24 (The Court was in recess.)

25 THE COURT: All right, Mr. Wingate.

1 MR. WINGATE: Thank you, Your Honor, please
2 the Court. I'll just sort of briefly start over. My
3 name is Ken Wingate. I'm here with my partner, Rhett
4 Kendall. And together we represent the 15 or so
5 Plaintiffs, Your Honor, in this Charitable Irrevocable
6 Trust action.

7 THE COURT: Yes, sir.

8 MR. WINGATE: I was starting to say before
9 the lunch break that some of the clients are here. Of
10 course Russell Bauknight, the Trustee, is the
11 principal Plaintiff. His separate counsel, Freddie
12 Kingsmore is with us today. I believe Your Honor
13 knows Sonny Jones with the South Carolina Attorney
14 General's office.

15 THE COURT: Clemson class of '70? Was it
16 '70?

17 MR. JONES: 70, yes, sir.

18 MR. WINGATE: That's why he's behind ---

19 THE COURT: I understand.

20 MR. WINGATE: --- Your Honor. And also
21 Deanna Brown Thomas, the daughter of James Brown is
22 with us with her husband ---

23 THE COURT: I noticed she smiled when I said
24 Bewildered, The Apollo 1963 Live. Go ahead.
25

1 MR. WINGATE: Well noted. Your Honor, we knew
2 that exactly what did happen right before the lunch
3 break would nappen.

4 THE COURT: Yes, sir.

5 MR. WINGATE: And that is there'd be a whole
6 big bowl of spaghetti, all these lawsuits that have
7 been filed, whip them up, stir them up, mix them up,
8 throw out a quote, throw out a pleading, throw out a
9 caption and try to confuse the matter and say only
10 Jack Early could possibly sort through this mess.

11 This is real simple, Your Honor. There are
12 two different things. There is the Last Will and
13 Testament of James Brown. This is in Aiken County in
14 the Probate Court -- well actually it's in Circuit
15 Court in Jack Early's hands.

16 This, Your Honor, is the 2000 Irrevocable
17 Charitable Trust of James Brown which was created as a
18 separate entity prior to his death which was 2000, he
19 died December of '06. Was funded prior to his death
20 and is an entirely separate entity. And what we're
21 here for, Your Honor, we're going to sort of split
22 things. As you heard before lunch, counsel has been
23 arguing both on their Motion to Dismiss the
24 Plaintiffs' Complaint ---
25

1 THE COURT: And venue, right.

2 MR. WINGATE: --- and the transfer of venue
3 and have said that they all sort of tie together.
4 Well, that's again part of this stirring up a bowl of
5 spaghetti, just trying to make it all sound too
6 complex. It really is a pretty straightforward
7 analysis.

8 We submitted, Your Honor, on Friday, a brief
9 -- and I would just point out that at the bottom of
10 page 2 and at the bottom of page 3 are two different
11 diagrams of the estate plan of James Brown. And it
12 really helps to show the flow of things.

13 THE COURT: I don't know whether it's made it
14 to the file, let me double check. Do you have an extra
15 copy?
16

17 MR. WINGATE: I don't -- I have one that's
18 got a highlight on it if you don't mind that.

19 THE COURT: If they don't mind. Y'all have a
20 copy of this, don't you?

21 MR. WATSON: Yes, Your Honor.

22 THE COURT: And at the bottom of page 2, Your
23 Honor, is the estate plan which shows the Will, the
24 document I showed you just a second ago, that's over
25 there in Aiken, which pours over or gives the assets

1 upon James Browns' death to his Irrevocable Trust.
2 And then that Irrevocable Trust splits into two parts,
3 fifty percent of it was the I Feel Good Trust, a
4 Charitable Trust for the education of students in
5 South Carolina and Georgia, and then the other fifty
6 percent for his family.

7 During the course of the last several years
8 of litigation which has gotten so much attention,
9 there was a settlement that was achieved, Your Honor,
10 and this global settlement that brought all 15 of
11 these people together on this caption into one group,
12 rewrote the estate plan, rewrote the terms of the
13 Trust. And the revised Trust is what Your Honor sees
14 on page 3, the second diagram that's at the top of
15 that chart.

16
17 THE COURT: All right.

18 MR. WINGATE: And again, Your Honor, you see
19 that will just sit over there in Aiken. The Estate
20 administration is over in Aiken. But the Settlement
21 Trust, the Charitable Trust that receives the
22 royalties, the intangible assets, the intellectual
23 property of James Brown, is then administered in
24 Richland County, South Carolina by Russell Bauknight,
25 the Trustee, for the purpose of, as you see on that

1 chart, a Charitable Trust that remains for education
2 purposes, why the South Carolina Attorney General is
3 in this case as one of our client Plaintiffs, and is
4 about ---

5 THE COURT: The AG, they came in by agreement
6 by everybody, the AG ---

7 MR. WINGATE: That is correct, Your Honor.

8 THE COURT: As it says here, sole authority
9 to remove and replace Trustees, is that fair enough?
10

11 MR. WINGATE: (Affirmative response.)

12 THE COURT: Everybody?

13 MR. WILLIAMS: That is, as I ---

14 THE COURT: That's what it says.

15 MR. WILLIAMS: As I understand it, that is
16 what the --- what is provided in the Settlement
17 Agreement. That is not what was provided in the
18 original estate plan ---

19 THE COURT: Okay.

20 MR. WILLIAMS: -- of Mr. Brown.

21 THE COURT: That's good enough. That's good
22 enough.

23 MR. WILLIAMS: Just so you know.

24 THE COURT: Okay.

25 MR. WILLIAMS: It's not completely accurate.

STATE OF SOUTH CAROLINA

COUNTY OF RICHLAND

RUSSELL L. BAUKNIGHT, as Trustee of the James Brown 2000 Irrevocable Trust and the James Brown Legacy Trust, as Personal Representative of the Estate of James Brown, and on behalf of Alan Wilson, in his capacity as Attorney General of the State of South Carolina; Tommie Rae Brown, individually and on behalf of her minor child, James Brown II; Daryl J. Brown, individually and on behalf of his minor child Janise Vanisha Brown; Lindsey Delores Brown; Deanna J. Brown Thomas; Jason Brown-Lewis; Yamma N. Brown, individually and on behalf of her minor children Sydney Lumar and Carrington Lumar; Tonya Brown; Venisha Brown Larry Brown; and Terry Brown

and

ALAN WILSON, in his capacity as Attorney General of the State of South Carolina; TOMMIE RAE BROWN, individually and on behalf of her minor child, JAMES BROWN II; DARYL J. BROWN, individually and on behalf of his minor child JANISE VANISHA BROWN; LINDSEY DELORES BROWN; DEANNA J. BROWN THOMAS; JASON BROWN-LEWIS; YAMMA N. BROWN, individually and on behalf of her minor children SYDNEY LUMAR and CARRINGTON LUMAR; TONYA BROWN; VENISHA BROWN; LARRY BROWN; and TERRY BROWN,

Plaintiffs

v.

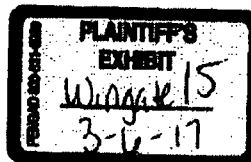
Adele J. Pope

Defendant

IN THE COURT OF COMMON PLEAS
FOR THE FIFTH CIRCUIT

Civil Action No. 2010-CP-40-4900

**PLAINTIFFS' MOTION TO STRIKE
DEFENDANT POPE'S OFFERS OF
JUDGMENT**



**TO: ADAM SILVERNAIL, ESQUIRE, AND DARYL WILLIAMS, ESQUIRE,
ATTORNEYS FOR DEFENDANT POPE, AND TO THE DEFENDANT ABOVE-
NAMED:**

YOU WILL PLEASE TAKE NOTICE that Plaintiffs intend to move, and do hereby so move, for an Order from the Court striking the following "Offers of Judgment" filed by Defendant Pope in this matter:

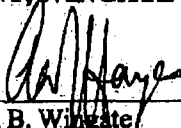
1. Defendant Pope's Offer of Judgment to Lindsey Delores Brown and Janise B. (attached hereto as Exhibit A).
2. Defendant Pope's Offer of Judgment to the South Carolina Attorney General and Russell Bauknight as Agent for the South Carolina Attorney General (attached hereto as Exhibit B).
3. Defendant Pope's Corrected Offer of Judgment to Lindsey Delores Brown and Janise B. (attached hereto as Exhibit C).
4. Defendant Pope's Offer of Judgment to Tonya Brown (attached hereto as Exhibit D).
5. Defendant Pope's Offer of Judgment to Daryl Brown (attached hereto as Exhibit E).
6. Defendant Pope's Offer of Judgment to Russell Bauknight (attached hereto as Exhibit F).
7. Defendant Pope's Offer of Judgment to Terry Brown (attached hereto as Exhibit G).
8. Defendant Pope's Offer of Judgment to Jason Brown-Lewis (attached hereto as Exhibit H).
9. Defendant Pope's Offer of Judgment to Tommie Rae Hynie Brown (attached hereto as Exhibit I).
10. Defendant Pope's Offer of Judgment to Venisha Brown (attached hereto as Exhibit J), and
11. Defendant Pope's Offer of Judgment to Carrington L. (attached hereto as Exhibit K).
12. Defendant Pope's Offer of Judgment to Sydney L. (attached hereto as Exhibit L).

13. Defendant Pope's Offer of Judgment to Deanna Brown Thomas (attached hereto as Exhibit M).
14. Defendant Pope's Offer of Judgment to the Estate of James Brown (attached hereto as Exhibit N).
15. Any other offers that have been served - or may soon be served - on any Plaintiff in this matter.

This Motion is made pursuant to Rule 12(f) of the South Carolina Rules of Civil Procedure, and is based upon the fact that these offers contain material that is "redundant, immaterial, impertinent or scandalous". These offers are also improper and do not comport with the requirements of Rule 68 of the South Carolina Rules of Civil Procedure. Plaintiffs requests that the Court strike these offers from the record in this matter, and that the Court award Plaintiffs the fees and costs associated with responding to these offers and making this Motion, as well as any other relief the Court deems just and proper. Plaintiffs reserve the right to supplement with Memorandum of Law.

Respectfully submitted,

SWEENEY, WINGATE & BARROW, P.A.


Kenneth B. Wingate
Mark V. Gende
Aaron J. Hayes
1515 Lady Street
Post Office Box 12129
Columbia, South Carolina 29211
(803) 256-2233

ATTORNEYS FOR THE PLAINTIFFS

Columbia, South Carolina

August 13, 2012

RECITALS

1. On or about May 19, 2010 Wingate commenced this action naming as two of the Plaintiffs former AG Henry McMaster and Bauknight as agent for AG McMaster.

2. Pope has repeatedly and consistently asserted, and asked the Court to rule, that Wingate has no authority to serve as sole counsel for the AG while serving the interest of private Co-Plaintiffs in this Case, and that Bauknight has no authority to serve as Agent for the AG.

3. In January 2011 AG Alan Wilson succeeded AG McMaster as Attorney General of South Carolina.

4. Since then Wingate and Bauknight have asserted that Wingate serves as sole counsel to, and Bauknight agent for, AG Wilson, to which Pope has objected.

5. Pope's request to enjoin Wingate from serving as sole counsel to the AG while serving the interests of private non-residents of SC, and to enjoin Bauknight from asserting he is the AG's agent, has been denied by Order dated July 5, 2012 (received on July 17, 2012).

6. By Order dated November 22, 2011, at the request of AG Wilson, a Newberry Case in which Pope sought documents under the S.C. Freedom of Information Act ("FOIA") was consolidated but not merged with this Case by direction of The Hon. Frank R. Addy, stating, in part:

1. The Defendant (AG Wilson) . . . will answer Plaintiff's complaint.

2. At the conclusion of the pleadings phase . . . this matter will be consolidated with *Bauknight v. Pope*, 2010-CP-40-04900 (Richland 2010);

3. Any motions. . . including an oral motion to intervene by an arguably

Interested party, will be taken up by Richland County.

4. Any claim to attorney's fees, as permitted under the [FOIA], will be preserved for resolution by the Richland County Court.

7. The oral motion referenced by Jg. Addy was Wingate, for Tommie Rae Hynie and certain others to intervene in the FOIA Case and prevent release of the McMaster/Wingate contingency fee contract for Wingate to sue Pope in this Case.

8. Since November 2011 various issues and potential issues have arisen which make the action sought herein prudent.

Terms of Settlement

Attorney General Alan Wilson and Russell L. Bauknight in his capacity as agent for Attorney General Wilson and former Attorney General Henry McMaster, with Adele J. Pope, shall submit a Consent Order of Dismissal of Parties which states the following, or any similar language requested by Attorney General Wilson and approved by Pope.

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

1. Case #2011-CP-36-379 in which Pope seeks documents under the South Carolina Freedom of Information Act ("FOIA"), which was consolidated but not merged with this case, is hereby severed.
2. The Dismissal herein shall not apply to the FOIA Case.
3. The Attorney General of South Carolina is hereby dismissed, without prejudice, as a party to this Case.
4. Russell L. Bauknight as agent for the Attorney General of South Carolina, is hereby dismissed, with prejudice, as a party to this Case.
5. The caption of this Case is hereby amended to delete dismissed parties as shown above. [Caption in the Order will remove McMaster, Wilson and all

references to the AG or Bauknight as his agent.

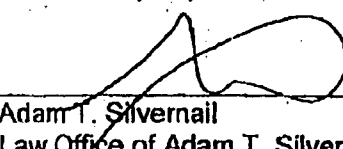
6. The parties are directed to use the above caption in all future filings in this Case.

7. This Order shall not be construed to impair or limit the right of The Honorable Alan Wilson to protect The James Brown "I Feel Good" Trust, including but not limited to seeking to intervene in this Case.

AND IT IS SO ORDERED.

Respectfully submitted,

Daryl L. Williams
Jeter & Williams, P.A.
1204 Main Street, Suite 200
Post Office Box 7425
Columbia, South Carolina 29202
Telephone: (803) 765-0600
Facsimile: (803) 765-0619



Adam T. Silvernail
Law Office of Adam T. Silvernail, LLC
1218 Taylor Street
Post Office Box 1898
Columbia, South Carolina 29202-1898
Telephone: (803) 779-1770
Facsimile: (803) 403-8092
adam@silvernaillawfirm.com

July 18, 2012

Attorneys for Defendant Adele J. Pope

S·W·B

SWEENY WINGATE & BARROW P.A.

February 28, 2011

Reply to: Main Office

Everett A. Kendall, II
(803) 256-2233 x 130
eak@swblaw.com

Via Hand Delivery
The Honorable Tanya Gee
Clerk, South Carolina Court of Appeals
1015 Sumter Street
Columbia, SC 29201

RE: Russell L. Bauknight, et al. v. Adele J. Pope and Robert L. Buchanan, Jr.
Civil Action No. 2010-GC-40-00073
Civil Action No. 2010-CP-40-4900 – SC Court of Appeals
Our File 4077-7389

Dear Ms. Gee:

Enclosed for filing are the original and seven (7) copies of *Plaintiffs' Motion to Dismiss Petition for Writ of Prohibition* in the above-referenced case, along with a Certificate of Service in two copies. This firm's check for twenty-five Dollars (\$25.00) is enclosed as well.

Please return with the courier who delivers these documents one stamped copy of each. Thank you very much.

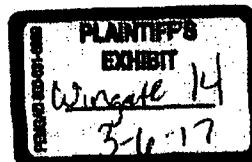
I remain,

Yours truly,

SWEENY, WINGATE & BARROW, P.A.

Everett A. Kendall, II
Everett A. Kendall, II

EAK/smd
Enclosures
cc/enc: Daryl L. Williams, Esquire
J. Calhoun Watson, Esquire



MAIN OFFICE: T • 803-256-2233 F • 803-256-9177 1515 LADY ST. (29201) • POST OFFICE BOX 12129 • COLUMBIA, SC 29211
PEE DEE OFFICE: T • 843-383-2146 F • 843-383-6150 323 WEST HOME AVE. • POST OFFICE BOX 88 • HARTSVILLE, SC 29551

STATE OF SOUTH CAROLINA
In the Court of Appeals

FROM RICHLAND COUNTY
Court of Common Pleas
The Honorable L. Casey Manning, Circuit Court Judge

Case No. 2010-CP-40-4900

RUSSELL L. BAUKNIGHT, as Trustee of the James Brown 2000 Irrevocable Trust and the James Brown Legacy Trust, as Personal Representative of the Estate of James Brown, and on behalf of Henry Dargan McMaster, in his capacity as Attorney General of the State of South Carolina; Tommie Rae Brown, individually and on behalf of her minor child, James Brown II; Daryl J. Brown, individually and on behalf of his minor child Janise Vanisha Brown; Lindsey Delores Brown; Deanna J. Brown Thomas; Jason Brown-Lewis; Yamma N. Brown, individually and on behalf of her minor children Sydney Lumar and Carrington Lumar; Tonya Brown; Venisha Brown Larry Brown; and Terry Brown

and

ALAN WILSON, in his capacity as Attorney General of the State of South Carolina; TOMMIE RAE BROWN, individually and on behalf of her minor child, JAMES BROWN II; DARYL J. BROWN, individually and on behalf of his minor child JANISE VANISHA BROWN; LINDSEY DELORES BROWN; DEANNA J. BROWN THOMAS; JASON BROWN-LEWIS; YAMMA N. BROWN, individually and on behalf of her minor children SYDNEY LUMAR and CARRINGTON LUMAR; TONYA BROWN; VENISHA BROWN; LARRY BROWN; and TERRY BROWN.....Plaintiffs,

v.

Adele J. Pope and Robert L. Buchanan, Jr. Defendants.

OF WHOM:

Adele J. Pope is the Petitioner.

PLAINTIFFS' MOTION TO DISMISS NOTICE OF APPEAL
AND PETITION FOR WRIT OF PROHIBITION

NPCOL1:2258280.1

Pursuant to the provisions of Rule 240(e), SCACR, the Plaintiffs respectfully request that this Honorable Court dismiss¹ Petitioner's Writ of Prohibition and notice of appeal.

INTRODUCTION & PROCEDURAL HISTORY

As this Court is aware from the Dallas and Cannon appeals wherein Adele Pope and Bob Buchanan (Pope and Buchanan) filed numerous contentious motions objecting to Mr. Bauknight's substitution, Pope and Buchanan were removed from their prior fiduciary positions on May 26, 2009, pursuant to the global settlement agreement and court order resolving the James Brown Estate and Trust litigation.

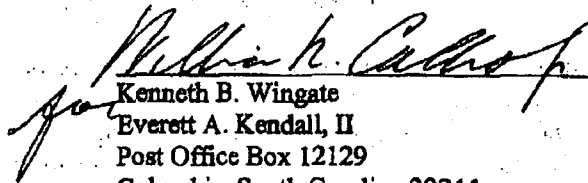
The underlying lawsuit concerns several serious breach of fiduciary duty claims filed by Plaintiffs—Tommy Rae Brown (James Brown's surviving spouse), the Brown children, the James Brown's Estate and Trust, and the South Carolina Attorney General—on behalf of the charitable beneficiaries against former Personal Representatives and Trustees Pope and Buchanan. When the James Brown Estate and Trust was turned over to Mr. Bauknight, it was unfortunately in a state of ruin. It had been mismanaged and was on the brink of insolvency. The mismanagement of the James Brown Estate and Trust included, but was not limited to, Pope and Buchanan's failure to conduct and obtain an estate valuation in order to properly ascertain the taxable estate, improperly paying themselves fiduciary fees, and failing to file required estate, trust, and other income tax returns. As a result of Pope and Buchanan's actions, the Estate and Trust have incurred significant damages for which the underlying lawsuit in this matter seeks redress.

Pursuant to the South Carolina Probate Code, the underlying lawsuit was filed in Richland County Probate Court. Later, the case was removed to the circuit court pursuant to

¹ Plaintiffs respectfully reserve the right to file a Return and a motion to dismiss on the merits.

of settled South Carolina law. Filed with the notice of appeal is a petition for a writ of prohibition seeking to prevent Plaintiffs from lawfully pursuing civil damages the Estate and Trust incurred from the previous negligent management of Petitioner (and Mr. Buchanan). Petitioner's request should be denied. Based on the foregoing reasons, the Court should dismiss the writ of prohibition and the appeal.

SWEENEY, WINGATE & BARROW, P.A.


Kenneth B. Wingate
Everett A. Kendall, II
Post Office Box 12129
Columbia, South Carolina 29211
(803) 256-2233

ATTORNEYS FOR THE PLAINTIFFS

Columbia, South Carolina
February 28, 2011

**Private Foundations, Copyright Heirs and Musical Millionaires:
or
Why The James Brown "I Feel Good" Trust doesn't...**

By Adele J. Pope and W. Jeffrey Smith¹

©²
2011

God has Smiled on Me³

Entertainment icon James Brown died on Christmas Day 2006. Although he was a grammar school dropout, he left the bulk of his \$100 million music empire to The James Brown "I Feel Good" private foundation. The "I Feel Good" Trust was restricted solely to providing scholarships for needy and deserving students.

Over his long career, Brown had earned the reputation as "the hardest working man in show business." Through hard work, tenacity—and years of litigation with publishers, family and others—he had amassed and held onto his fortune, mostly rights in more than 850 copyrights, unpublished works and his publicity rights.

Don't Be a Dropout

About 20 years before his death, Brown decided to create the "I Feel Good" Trust as a monument to his personal philosophy: the way to escape poverty was with education and hard work. Brown's songs such as "Don't be a dropout" underscored this belief.

After four years of work with an estate planning specialist, Brown's final estate plan was completed in 2000. It included a Will that left Brown's residuary estate to his 2000 Irrevocable Trust, which was dedicated solely to education. At Brown's death the 2000 Trust created a \$285,000 education fund for each of seven grandchildren. Everything else went to the "I Feel Good" Trust.

Anticipating trouble from relatives who knew about Brown's estate plan but did

¹ Ms. Pope received a JD degree from the University of South Carolina and an LLM in Estate Planning from the University of Miami. Mr. Smith received a JD degree from Georgetown Law Center and is a former patent examiner with the U. S. Patent Office.

² While the © symbol is not required, it was placed in this article to remind estate planners, fiduciaries and advisors to consider copyrights in all philanthropic estate planning and administration involving authors.

³ The copyright to "God has smiled on me" by James Brown and Al Sharpton was issued in 1981. The earliest date this copyright could be terminated by heirs under the Copyright Act is 2016.

not complain during his lifetime, Brown directed his fiduciaries to defend "vigorously" all attacks on the approximately \$80 million he gave to the "I Feel Good" Foundation as "an affront to my wishes." He armed his fiduciaries with *In Terrorem* forfeiture clauses and other means to defend the 2000 Trust.

Brown also named and then specifically excluded from his music empire some of his 14 or more claimed children, as he did all other claimed heirs and past and future spouses.

Damn Right, I'm Somebody⁴

At Brown's death his philanthropic legacy was poised to be as impressive as his musical legacy. The \$80 million "I Feel Good" Foundation promised to be his home state's largest-ever private foundation dedicated solely to scholarships for needy and deserving students, as well as one of its largest private foundations.

Then in the fall of 2007 an attorney general with gubernatorial aspirations stepped in to "help" the "I Feel Good" Trust.⁵

Bewildered

Three months later, in February 2008, the AG announced before a television camera that the trustees of the "I Feel Good" Foundation must serve only the interest of the "poor kids," and that any failure to do so went "far past the stop sign of conflict of interest."⁶

He was right about that, but sadly, he did not heed his own advice.

On August 10 of the same year, a mere six months later, the AG signed an agreement that in only two years would destroy the "I Feel Good" Foundation – reducing it to \$2 million or less.

Much of the explanation for this bewildering turn of events lies in the failure of

⁴ The Copyright to sound recording "Damn right, I'm somebody," by James Brown and his famous sideman Fred Wesley, was issued in 1974 and renewed in 2002. The earliest possible date it could be subject to termination under the Copyright Act is 2030.

⁵ AG Henry D. McMaster, with the AG of Georgia *pro hac vice* under him, entered Aiken County, SC Case 2007-CP-02-0122 ("Case 122") in October 2007 to help protect the interest of the "I Feel Good" Foundation's charitable beneficiaries.

⁶ WIS TV interview, 2/7/08. Henry D. McMaster. McMaster's conclusion that Brown's then-fiduciaries were simultaneously working for the family and the "poor kids" was incorrect. At the time, Brown's fiduciaries were actively seeking dismissal of newly filed – and unfounded – challenges to Brown's 2000 Trust and Will; claims of Brown's companion; and other claims. [See Ans. Interrogs. Pls., Case 4900; See Mot. Dismiss, TRHB's filing, Case 122.]

the AG's staff, and later the AG's appointee, to understand and apply basic principles necessary for a private foundation to protect its copyright interests, namely:

1. A precipitous and incorrect determination of heirs can cause decades of damage to the copyright interests, resulting in loss and unnecessary litigation.
2. Fiduciaries and advisors to private foundations with copyrights cannot simultaneously serve the interests of the foundation and claimed heirs.

Brown's interest in 850+ copyrights and unpublished songs made these errors fatal to the "I Feel Good" Foundation.

Termination Rights under the Copyright Act -(Give it Up) Turn it Aloose ⁷

Termination rights under Section 203 and 304 of the Copyright Act are designed to help authors who assigned the rights to their creative works before these works were tested in the marketplace: authors are given a chance to take back *some* of the interests they gave up. Depending on the date of publication, the earliest opportunity to terminate a copyright (already in its renewal term for older copyrights) comes either 35 or 56 years after the copyright.

In the case of a deceased author *who has not previously exercised his rights*, the author's statutory heirs, as determined at the relevant time, may exercise the author's termination right. [For a good explanation of termination rights and limitations, see "Copyright Reversions, Protecting Your Musical Copyrights" by Lisa Alter, 2008.]

When an author's statutory heirs are not the beneficiaries of copyrights under his estate plan (this is always the case for copyrights held by a private foundation or charity), then the statutory heirs--in limited instances--may be able to "bump" the author's estate plan and retake some of the copyright benefits themselves. ⁸

Emerging case law makes it clear that it is not easy to terminate assigned interests in copyrights.

Where, as with James Brown, valuable interests are at stake, private

foundations, advised by *their unconflicted* IP/Entertainment counsel, must dance a delicate dance with publishers, claimed heirs and others. The foundations' primary concern, of course, is to protect and enhance the benefits of *each* copyright for the longest reasonable time.

⁷ (Give it up) Turn it Aloose was published in 1969.

⁸ The term "estate bumping" was coined by Professor Lee-Ford Tritt to describe this phenomenon. See Lee-Ford Tritt, "Liberating Estates from the Constraints of Copyright, 38 Rutgers L.J. 109 (2006)

By omitting his heirs from any interest in his copyrights, Brown made it easier for his fiduciaries to protect them from actual and claimed heirs, because in questions related to Brown's copyrights the fiduciaries' duty of loyalty is only to the 2000 Trust — and not to any heir.

For private foundations to be ready to protect copyright benefits given to them, their fiduciaries and advisors⁹ must take at least take the following basic steps, all of which were in progress for James Brown's estate:

1. Learn the basics about the Settlor's copyright interests, including earliest publication dates and other readily-available facts.
 2. Promptly and properly identify the "heirs-at-death"¹⁰ to create a baseline.
 3. Where appropriate and available, rely on DNA testing for disputed heirs.
 4. Acknowledge heirs only if they are legally established or DNA tested.
 5. Identify documents such as the Settlor's will, prenuptial agreements, lawsuit settlements and waivers, which may void, limit or delay an heir's claim to copyright termination rights.
 5. Update the baseline heirs data until all copyrights expire.
 6. Select IP/Entertainment counsel with no commitment to claimed heirs, publishers or other assignees.
-
7. As and when helpful, "split heirs"¹¹ to maximize benefits for the foundation.

For James Brown, with copyrights issued over the six decades from 1956 until

⁹ Where, as with James Brown, the AG and his appointee undertook to step into the shoes of Brown's fiduciaries, rendering the fiduciaries unable to protect the charity, they should have had, and applied, the same knowledge required of the Foundation's fiduciaries.

¹⁰ The terms "heirs-at-death" is used by the authors to emphasize the timing difference between a traditional determination of heirs (death) and the statutory heirs under the Copyright Act, who cannot be determined until the window to terminate assignments as to a particular copyright opens. Statutory heirs under the Copyright Act may be different with respect to each copyright termination.

¹¹ The heirs must act by majority. This allows foundations to "split heirs" – finding the most cooperative majority of heirs to work with on termination issues related to a specific copyright assignment at the particular time.

his death, the earliest any termination could have occurred was 2012. There was adequate time to prepare, and in August 2008 Brown's fiduciaries were doing just that.

James Brown's Copyrights

A 2007 circuit court order made available to the AG and others interested in Brown's estate about 90 boxes of "Brown Historical Documents." These documents contained virtually everything to be known about Brown's copyrights and related contracts. The documents were placed at a central location that allowed easy access to all.¹²

The available documents, with information from the Copyright Office and other readily available sources, showed that if Brown's copyrights were properly protected any attempt by claimed heirs to take them from the "I Feel Good" Trust was both weak and remote in time.¹³

The known facts included:

1. Brown's royalties continued to earn about least \$3 million per year, as they had for years.
2. Brown's publicity rights – about \$50 million of his music empire – were not subject to any claimed termination rights of heirs.
3. Brown's as-yet-unpublished works would not be subject to termination for decades, perhaps not at all.
4. Copyrights to the many derivative works in which Brown has an interest are not subject to termination right of heirs. [More than 50 CDs, with notes, have been released since Brown's death.]
5. Brown's Will leaves all of his copyrights, most of which are held in his individual or joint name, to the 2000 Trust.
6. Brown's fiduciaries were directed to vigorously protect his estate plan against heirs and claimed heirs.

¹² Order dtd. 08/10/07, Aiken County, S.C. Case No. 2007-CP-02-0122. Reflecting Brown's understanding of his place in musical history, in addition to Brown Historical Documents, Brown kept more than 60 boxes of his personal musical collection, unpublished works, and masters under lock and key in the bedroom suite and office of his home estate. In February 2008 these were placed in a secure sound storage facility to await review.

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7. Only 15% or fewer of Brown's many copyright interests faced possible termination before 2016 -- ten years after Brown's death. [See Compilation, Brown copyrights, 1956 - 60 and 1978 - 81.]
8. Co-authorship of some of Brown's works could make terminations more complex and heirs' rights, if any, less certain. See Geoffrey P. Hull, "Termination Rights and the *Real* Songwriters", Vanderbilt J. of Ent. Law & Practice, Spring 2005.
9. Brown holds an interest in some of his publishers.
10. Between 1968-1978, one of Brown's most prolific periods, about 250 copyrights were issued, none of which faces possible termination before 2024, with others as late as 2033, including:
 - a. Nearly 40 songs from 1968.
 - b. More than 50 songs from 1969, including "Ain't it funky now," "Mashed potato" and "Popcorn."
 - c. "Funky Drummer," 1970, one of the world's most sampled records; "(Get up) I feel like being a sex machine"; and about 25 other songs.
 - d. "Hot pants", "Soul power" and others from 1971.
 - e. More than 35 copyrights from 1972, including "Get on the Good Foot (with new matter)" and other sound recordings for which copyrights became available that year. [Polydor, Inc. and/or UMG Recordings, Inc. are listed on some post-1971 copyrights]
11. In the 1990s Brown and his company JBE, Inc., reached important agreements with Warner/Chappell, Warner-Tamberlane Publishing Corp. and other publishers.
12. Documents related to Brown's 1999 \$26 million loan from TIAA, secured by a pledge of his major royalties, prohibit assignments until the loan is paid in full -- 5 or more years after Brown's death.
13. Brown settled a 2002 suit over copyrights with daughters Deanna and Yamma.
14. Brown did not file a termination notice for 2016 for the famous 1956 song, "Please, please, please," which he co-authored, although the window for filing a termination notice was open in 2006. Nor did he do so for certain post-1977 copyrights. [This indicates an understanding that the TIAA Debt (at least) prevents the current exercise of termination

rights.]

A host of additional impediments existed to prevent any heirs from substantially damaging the "I Feel Good" Foundation's royalty interests. These efforts included motions to dismiss all claims of Brown's companion as invalid, a waiver signed by one of Brown's Heirs for the TIAA Debt, and others.

In order to protect the "I Feel Good" Foundation's copyrights, the estate first had to root out non-heirs and those who had waived any claim to Brown's assets. Then negotiation with heirs could begin.

The Estate's Heirs Protocol

In August 2008 Brown's fiduciaries were nearing the completion of a proper heirs-at-death determination begun just after Brown's death. When concluded, it would have provided the "I Feel Good" Foundation with both a sword and a shield to protect its copyrights for decades.¹⁴

Knowing the importance of this heirs determination, shortly after Brown's death estate attorneys established a brilliant and widely-publicized self-identification protocol to find Brown's claimed heirs. Anyone claiming to be a child of Brown was invited to step forward; pay \$300 for controlled, official DNA testing; and find out the biological truth.

Brown's well-publicized vasectomy about 20 years earlier meant that most requests for DNA testing were made by consenting adults who understood and submitted to the media frenzy surrounding the process.¹⁵

The significance of the heirs procedure was bolstered by the increased acceptance of the accuracy of properly controlled DNA testing.

By August 2008, the DNA protocol resulted in the rejection of a number of claimants and the identification of three biological children of Brown: Jeanette Mitchell

¹⁴ Brown acknowledged as his "heirs" four of the five children born of his three marriages, Terry, Larry, Deanna and Yamma. He excluded daughter Lisa, acknowledged in his divorce from first wife Velma Warren. [Will. Trust. Div. Decree. Agreement]. He also acknowledged two children not born of his marriages. *In Terrorem* forfeiture clauses threatened termination of the grandchildren's education benefits and the personal effects he gave to the six. A prenuptial agreement, executed by Brown's (married) companion, waived all of her rights under state and federal law. After discovering that companion was married when she married Brown, he brought an action to void the marriage. It was settled with her agreement and a court order by which she waived any claim to be Brown's common law spouse.

¹⁵ Only one minor claimed to be a child of Brown. Through a GAL he refused official testing.

(1), LaRhonda Pettit (2) and Cinnamon Mernickle (3).

Brown's fiduciaries rewarded each proven biological child with a public announcement and acknowledgment of her status as an heir. [Like all of Brown's other heirs, they were excluded from the 2000 Trust and Brown's musical empire.]

Brown's other possible but challenged heirs, none of whom had been DNA tested, included:

- a. 5 presumed children: Terry (4) Lisa (5), Larry (6), Deanna (7) and Yamma (8). Teddy is deceased. (9);¹⁶
- b. A minor ordered to take official DNA testing, but who had refused (10);
- c. An incarcerated adult whom Brown supported under court order during minority (11);
- d. Brown's companion who:
 1. Waived all state and federal rights in a 2001 pre-nuptial agreement;
 2. Then had a marriage ceremony with Brown although she was already married;
 3. Separated from Brown in 2003 when he discovered she was married;
 4. Obtained an annulment of her previous marriage in March 2004;
 5. Thereafter settled Brown's suit to void his marriage by Court order, finding they were living together and attaching her agreement never to claim to be Brown's common law spouse (12);
- e. Two other claimed-but-not-presumed children (13), and (14);
- f. A claimed grandchild, claimed child of deceased son (9).

Considering other turmoil surrounding Brown's assets ¹⁷ and the long-term importance of a correct determination of heirs-at-death, the heirs protocol had progressed at lightning speed. It was close to providing a court-sanctioned heirs-at-

¹⁶ On August 10, 2008 Brown's grandsons, beneficiaries of the 2000 Trust, or others, were seeking DNA testing of some or all of these, as well as of the minor claimant.

¹⁷ Brown's original fiduciaries all resigned in 2007 under a substantial cloud after more than \$12 million secretly misappropriated since 1999 was discovered. One is now deceased. David Cannon was indicted for felony breach of trust for all years 1999 - 2006 and for uttering a forged compensation agreement in 2008. To date he had not been tried. In 2010 Dallas, Brown's longtime attorney, filed bankruptcy. Schedules related to Dallas' filing show that his largest asset is a \$6 million claim he asserts against Brown's Estate and the 2000 Trust.

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death baseline which the "I Feel Good" Trust could use and modify in order to help protect the foundation for the duration of the copyrights.

That changed on August 10, 2008.

"No, no, no, no (don't leave me this way)"¹⁸

On August 10, 2008 the AG's staff and some of the claimed heirs¹⁹ met privately and reached the following private agreement:

1. Some of Brown's claimed heirs, including Brown's companion and excluding Brown's proven heirs, were declared to be Brown's heirs "for all purposes."
2. The AG proposed to give more than half of Brown's assets to these persons, all of whom had been specifically disinherited by Brown from his copyrights.
3. The AG agreed to prevent DNA testing of the parties to his agreement.
4. The AG agreed to replace Brown's fiduciaries with ones of their mutual choosing.
5. The AG and parties all agreed not to say anything bad about each other or the Agreement they had reached.

After signing the August 10 Agreement, with no apparent knowledge of the devastation he was causing the "I Feel Good" Trust's copyrights, the AG moved on to other matters and left the rest of the destruction of the "I Feel Good" Foundation to his staff and the appointee/fiduciary the AG selected.²⁰

Within months, an AG staffer promised Brown's son an exclusive right to buy the

¹⁸ "No, no, no, no (don't leave me this way)" was published in 1964. The earliest possible year it might be subject to termination is 2020.

¹⁹ The AG did not notify any of Brown's fiduciaries or the three known biological heirs of James Brown of the meeting until after he had signed the August 10, 2008 agreement. [Exhibit B]

²⁰ According to the AG's senior assistant, beginning in the fall of 2007 six attorneys and six staff members worked on James Brown matters, but none undertook to inquire about or understand Brown's copyrights, even though the copyrights were generally known to make up about half the value of Brown's music empire. Beginning August 10, 2008, the AG relied on advice of counsel for the companion and other "settling parties" whose interest in Brown's copyrights was directly adverse to that of the "I Feel Good" Foundation, but who advised that they now "spoke as one" with the AG.

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James Brown assets -- including his 850+ copyrights. [Ltrs. dtd. 2/39/09 and 2/30/09.]

Certain that Brown's fiduciaries could not support the August 10 deal, the AG's staff sought and obtained an "independent" person to evaluate the secret agreement for the Court.

On January 30, 2009, three weeks after his appointment--with no knowledge of the Federal Copyright Act, Brown's es

tate plan, or the tax impact of the AG's deal--
the AG's appointee recommended it to the court.

Amazingly, appointee had not reviewed a single copyright or contract -- considering it beyond the scope of his assignment.

After the recommendation, the AG announced that he had selected appointee -- already trustee for Brown's companion and the disinherited settling relatives -- to be the fiduciary for Brown's estate plan, including the "I Feel Good" Foundation.

On the strength of appointee's recommendation an overworked circuit court judge approved the AG's deal.

A last glimmer of hope existed for the copyrights given to the "I Feel Good" Foundation -- the circuit court did not specifically determine that the parties to the AG's deal were Brown's heirs.

The AG's appointee would try to fix that.

"Everybody's doing the hustle and dead on the double bump"²¹

At first the AG appears to have been oblivious to the destruction his August 10 Agreement would cause Brown's copyrights and the "I Feel Good" Foundation. On the other hand, Brown's disinherited claimed heirs and companion knew exactly how important their newly-invented status as Brown's sole heirs was. It was this status--a gift not from Brown but from the AG--that would enable them to execute their plan for the destruction of the "I Feel Good" Foundation.

The monster that the AG had inadvertently created was raising its head. And his appointee knew which side to take.

By early 2009 AG's appointee--now trustee for the disinherited claimants--approved language added to the AG's deal after August 10 asserting that the termination rights of the newly-but-incorrectly determined "heirs"-at-death was of

²¹ This copyright to "Everybody's doing the hustle and dead on the double bump" was issued in 1975 and renewed in 2003.

enormous value.

These "heirs" asserted that the termination rights belonging to them – not all properly-determined heirs over the duration of the copyrights – were likely worth as much or more than Brown's publicity rights, 850+ copyrights and other assets. This sleight of hand became their justification for the AG's giving them about 65% of the "I Feel Good" Foundation *plus* the right to buy it all.

In March 2009 Brown's fiduciaries used a compromise procedure to try to salvage Brown's copyrights for the "I Feel Good" Foundation by continuing with a correct heirs-at death determination.²² The AG's appointee, now committed to his role as trustee for Brown's companion, purchaser/son and some of the disinherited family rather than for the "I Feel Good" Foundation, declined.

And the AG never complained.

"Almost nothing"²³

When it seemed things could not get worse for the "I Feel Good" Foundation, they did.

Soon after son obtained a right to buy all of Brown's assets and the appointee became his trustee, they began to question the \$100-million value of Brown's assets. This was surprising, since in 2008 son himself was involved in two separate letters of intent to purchase the same James Brown assets he was now devaluing for \$90-\$102 million.

The scheme to dismantle the Foundation proceeded, full steam ahead.

In August 2010, appointee announced he had secured an appraisal which would show that Brown's assets at death were worth less than \$12 million.

A sale to son at \$12 million would drive the final nail into the "I Feel Good"

²² In an "offer of compromise" not normally published – but filed in James Brown Case No. 2008-CP-02-1647 – Brown's fiduciaries agreed for the Estate and 2000 Trust to acknowledge 4 of Brown's presumed children, proven children Cinnamon, LaRhonda, and Jeanette, and 3 others as Brown's heirs. Brown's companion, consistent with known facts, was rejected as an heir, but offered a payment to resolve her claim. With ten (10) children acknowledged as a non-exclusive group of Brown's heirs-at-death, Brown's estate and the "I Feel Good" Foundation would have been free to continue the heirs-at-death proceeding as to all others. In the future the "I Feel Good" foundation would have been free to "split heirs" as appropriate to a particular copyright.

²³ The copyright to James Brown's "Almost nothing" was issued in 1979. It will not be subject to possible termination before 2014.

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Foundation's coffin – reducing it from \$80 million to \$2 million or less.²⁴

James Brown would have been rolling over in his. Between 2003 and 2006 he had earned about \$9 million each year.²⁵

Think (about it)²⁶

James Brown left two legacies – a musical legacy and a charitable legacy. Whoever benefits from it, Brown's musical legacy will live on. Brown's charitable legacy, the "I Feel Good" Foundation, cannot be recovered once it is lost. The dismantling of that legacy by the AG, his appointee and Brown's disinherited claimed relatives could have easily been avoided.

Unfortunately, it was not.

But it should serve as cautionary tale to other "needy and deserving" foundations holding valuable copyrights. It should also raise an alarm for all philanthropists and their estate planning advisors in states where the government, through activist attorneys general, is moving to take over the private property and operation of the private charitable foundations these private individuals.

COMPILATION

Registered Copyrights of James Brown
1956 - 60 and 1978 - 81

²⁴ Son/prospective purchaser Terry, poised to buy James Brown's assets for as little as \$12 million, was part of two 2008 letters of intent by TJBL, LLC to purchase Brown's assets for \$90 - \$102 million. [Brown's original PR/Trustees sought about \$5 million each from the proposal, as well as options or a "kickback" from the purchaser. [Hg. 11/20/07, Case 122]. In early 2007 Terry's son and some family members issued a prospectus in early 2007 to raise \$200 million for the purchase of the James Brown assets.

²⁵ In 2009 AG and appointee, at the behest of purchaser/son, rejected a 2-year publicity rights contract with GreenLight. Among other deceased celebrities, GreenLight has successfully exploited the publicity rights of Steve McQueen and Einstein. According to a May 2011 New York times Article, Einstein, whose publicity rights are claimed by Yeshiva University in Israel, earned more than \$60 million in 2010.

²⁶ The copyright to "Think (about it)" was issued in 1973.

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<u>Date of Publication/ Copyright</u>	<u>Description of Works</u>	<u>Earliest Possible Termination</u>
1956	About a dozen works, including "Please, please, please"	2012
1957	About six songs, including "Fine old foxy self"	2013
1978	About 30 songs	2013
1958	About 12 songs, including "Try me"	2014
1979	About 15 songs, including "Mother popcorn"	2014
1959	About 5 songs, including "Good good lovin' "	2015
1980	About 35 songs, including "Get up offa that thing"	2015
1960	About 8 songs, including "And I do what I want"	2016
1981	About 16 songs, including "God has Smiled on me"	2016

STATE OF SOUTH CAROLINA COURT OF COMMON PLEAS
COUNTY OF AIKEN

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

DEPOSITION OF WILLIAM JEFFREY SMITH

DATE TAKEN: March 14, 2017
TIME BEGAN: 10:00 a.m.
TIME ADJOURNED: 1:20 p.m.
LOCATION: Pope & Hudgens
1508 College Street
Newberry, South Carolina
REPORTED BY: Tami I. Watters, RPR, CRR
EveryWord, Inc.
P.O. Box 1459
Columbia, South Carolina 29202.
(803) 212-0012

STATE OF SOUTH CAROLINA

COUNTY OF: AIKEN

IN THE MATTER OF: JAMES BROWN

IN THE PROBATE COURT

INVENTORY AND APPRAISEMENT

CASE NUMBER: 2007-ES02-0056

☐ ORIGINAL☒ SUPPLEMENTAL # 1

Personal Representative(s): Russell L. Bauknight

Decedent's Social Security Number: Was there a will? ☒ YES ☐ NODecedent's Date of Death: 12/25/2008Domicile at Death: Aiken

SC

(county)

(state)

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

SWORN to before me this 3rd day ofMay, 2011.

Notary Public for South Carolina

My Commission Expires: 5/22/12Signature: [Signature]Name: Russell L. BauknightAddress: PO Box 1330Columbia, SC 29202E-mail: Telephone (O): 803.771.8943(H): Signature: Name: Address: E-mail: Telephone (O): (H): Attorney: Fred L. Kingsmore, Jr.Address: PO Drawer 2428Columbia, SC 29202E-Mail: Telephone: 803.253.8264

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

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

RECAPITULATION

	Non-Probate	Probate
Schedule A - Real Estate.....	\$ 60,000.00	\$ 0
Schedule B - Stocks and Bonds.....	0	202,000.00
Schedule C - Notes Due Decedent and Cash.....	0	138,565.00
Schedule D - Insurance on Person's Life:		
Part 1 - Payable to Estate.....	0	0
Part 2 - Payable to Beneficiary.....	0	0
Schedule E - Jointly Owned Property.....	115,000.00	0
Schedule F - Other Miscellaneous.....	0	4,812,295.00
Other Assets Payable to Estate.....	0	0
Schedule G - Transfers during Decedent's life.....	0	0
Schedule H - Powers of Appointment.....	0	0
Schedule I - Annuities and Retirement Accounts.....	0	0
TOTAL GROSS VALUE.....	\$ 5,327,830.00	
ENCUMBRANCES.....	(0.00)	
TOTAL NET WORTH.....	\$ 5,327,830.00	

FORM #350PC (2/2004)

62-3-704, 62-3-706, 62-3-707, 62-3-708, 62-3-1203

Filed: May 4, 2011FILED May 4 2011

Sue H. Roe

Judge of Probate

By: [Signature]

2874

Deputy Clerk

Page 1 of 6

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

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

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

TOTAL SCHEDULE A (also enter under recapitulation, page 1) \$ 60,000.00

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

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

TOTAL SCHEDULE B (also enter under recapitulation, page 1) \$ 202,000.00

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

Item No.	Description	Value
1	Credit Mutual	440.00
2	First Bank of Georgia	10,415.00
3	SunTrust	1,371.00
4	SunTrust	322.00
5	Smith Barney	9,189.00
6	Enterprise Bank	95,700.00
7	Regions Bank	6,000.00
8	CitiGroup	15,148.00

TOTAL SCHEDULE C (also enter under recapitulation, page 1) \$ 138,585.00

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

Item No.	Description	Value
	None	

TOTAL PART 1

(also enter under recapitulation, page 1)

\$ 0.00

Part 2 – Life Insurance Payable to Beneficiaries

Item No.	Description	Beneficiary	Value
	None		

TOTAL PART 2

(also enter under recapitulation, page 1)

\$ 0.00

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

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

Percentage includible:

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

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

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

TOTAL SCHEDULE E

(also enter under recapitulation, page 1)

\$ 115,000.00

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

Item No.	Description	Value
1	Jewelry and Furs (reported as item 5 on originally filed Inventory and Appraisal)	114,528.00
2	Royalty interests, persona, image, likeness, and other intangible rights, etc.*	4,687,736.00
	* Item 2 reported above is based on valuation accepted in final audit settlement with the Internal Revenue Service and encompasses items previously reported on originally filed Inventory and Appraisal as items 1, 2, 3, 4, and 6 of Schedule F as well as certain assets previously reported on Schedule G, net of all related debt.	

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

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

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

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

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

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

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

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 sheet of same size.)

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

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 sheet of same size.)

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

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

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

TOTAL ENCUMBRANCES

(also enter under recapitulation, page 1)

\$ 0.00

MANIFESTLY NON-TAXABLE

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

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

Executed this _____ day of _____, 20____

_____, Probate Court Judge

**THE STATE OF SOUTH CAROLINA
In The Supreme Court**

**APPEAL FROM AIKEN COUNTY
Court of Common Pleas**

**Doyet A. Early, III, Circuit Court Judge
Case No. 2008-CP-2-1647**

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

v.

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

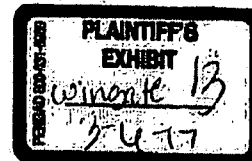
of whom Robert L. Buchanan, Jr. and Adele J. Pope, as Personal Representatives of the Estate of James Brown and Trustees of the James Brown 2000 Irrevocable Trust are Appellants,

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

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

**MOTION TO SUPPLEMENT THE RECORD PURSUANT TO
RULE 212(b), SCACR, OR IN THE ALTERNATIVE, TO TAKE JUDICIAL
NOTICE OF RECORDS FILED IN A RELATED PROCEEDING**

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



Respondents respectfully request that this Court supplement the record of this appeal to include (1) Internal Revenue Service ("IRS") Federal Estate tax records that were received by Respondents after filing their initial brief on December 22, 2010, and that are related to the date of death valuation of the estate and the tax consequences of the settlement agreement and (2) the Supplemental Inventory and Appraisal of the James Brown Estate ("Estate") related to the date of death valuation and appraisal of assets for the Estate. In the alternative, this Court may take judicial notice of these documents as they were filed in the probate court or issued by the IRS in related proceedings.

FACTUAL BACKGROUND

This appeal presents a unique situation: it concerns an ongoing estate and trust that are continuing to be administered in the normal course of estate and trust administration, and matters relating to their ongoing administration are relevant to this appeal. Although the documents that Respondents seek to include in the record had not been prepared and were thus not available when the circuit court issued its May 26, 2009 Order approving the Settlement Agreement, the Supplemental Inventory and Appraisal should properly be considered in this appeal as it was filed as required by the South Carolina Probate Code in the ongoing probate proceeding, and the IRS tax records should properly be considered because they were created as a result of an independent IRS audit of the Estate.

The Supplemental Inventory and Appraisal and IRS tax records refute factual assertions that the Appellants make to support their legal positions before this Court. Because these documents provide *support* to the circuit court's decision to approve the settlement agreement, their inclusion in the record would neither undercut the circuit court's decision, nor hamper appellate review of it. *Cf. Queen's Grant II Horizontal Prop. Regime v. Greenwood Dev. Corp.*,

rule when 'injustice might otherwise result.'" (citing and quoting *Singleton v. Wulff*, 428 U.S. 106, 121 (1976)). Here it would appear unjust for this Court to rely on Appellants' assertion that the Settlement Agreement will cause additional tax liability to the Estate when the IRS has clearly rejected that contention. Accordingly, these documents are relevant to the current appeal, as they are official records of the Estate that contradict Appellants' misleading valuation and tax assertions contained within their brief.

CONCLUSION

As the IRS has independently concluded, the Settlement Agreement does not create additional tax liability to the James Brown Estate. In fact, the Settlement Agreement has reduced the tax liability to the James Brown Estate. Due to the nature of the underlying proceedings, the ongoing probate record on which Appellants' base their appeal must be considered. Absent a complete record, this Court does not have an accurate picture of the underlying probate proceeding. As a result, Appellants may inequitably benefit through their own fiduciary inaction in failing to properly value the Estate and in turn claiming a right to receive a \$5 Million dollar commission⁴ based upon their prior unsubstantiated position that the Estate was worth \$80-120 Million.

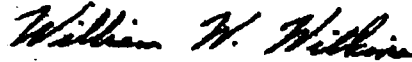
Alternatively, Respondents would respectfully request that this Court take judicial notice of these records for they were filed in a lower court or issued by the IRS in a related proceeding. See *Ins. Comm'n of S.C. v. New S. Life Ins. Co.*, 270 S.C. 612, 635-36, 244 S.E.2d 289, 301 (1978). Furthermore, pursuant to Rule 208(b)(7), SCACR, because the IRS Audit and Closing Letter were received after Respondents filed their initial brief, it would appear appropriate for this Court to recognize the IRS records as supplemental authority to Respondents' brief.

⁴ Appellants are presently pursuing a \$5 Million dollar fee petition against the Estate and Trust based upon their incorrect representation that the Estate and Trust was worth approximately \$80-120 Million. (R. pp. 2879-80).

Respectfully submitted,



Alan Wilson
Attorney General, State of South Carolina
C. Havird Jones, Jr.
Senior Assistant Attorney General
Robert D. Cook
Assistant Deputy Attorney General
J.C. Nicholson, III
Assistant Attorney General
Mary Frances Jowers
Assistant Attorney General
Office of the Attorney General
State of South Carolina 29211-1549
Post Office Box 11549
Columbia, South Carolina 29211-1549
(803) 734-3970



William W. Wilkins
J. David Black
Fred L. Kingamore, Jr.
NEXSEN PRUET, LLC
55 East Camperdown Way (29601)
Post Office Drawer 10648
Greenville, South Carolina 29603-0648
(864) 370-2211
*Attorneys for Respondent Russell L. Bauknight, as
the Court-Appointed Trustee of the James Brown
2000 Irrevocable Trust and Personal
Representative for the Estate of James Brown and
as the Special Administrator and Special Trustee
for the Estate of James Brown and the James Brown
2000 Irrevocable Trust*

Louis D. Levenson
LEVENSON & ASSOCIATES
125 Broad Street
Atlanta, Georgia 30303
(404) 659-5000

Attorneys for James Brown Children and Grandchildren Daryl J. Brown, Individually and on Behalf of His Minor Children, Lindsey Delores Brown and Janise Vanisha Brown; Deanna J. Brown Thomas, Individually and on Behalf of her Minor Child, Jason Brown Lewis; Yamma N. Brown, Individually and on Behalf of Her Minor Children, Sydney Lumar, Carrington Lumar, and Tonya Brown; Vanisha Brown; Larry Brown

Robert N. Rosen
T. Heyward Carter, Jr.
S. Alan Medlin
David L. Michel
Post Office Box 1510
Charleston, South Carolina 29402
(843) 377-1700
Attorneys for Tommie Rae Hynle Brown

Matt Bodman
MATT BODMAN P.A.
1500 Calhoun Street
Columbia, South Carolina 29201
(803) 806-8605
Attorney for Terry Brown

Albert P. Shahid, Jr.
SHAHID LAW OFFICE, LLC
89 Broad Street
Charleston, South Carolina 29401
(843) 853-4500
Attorney for Stephen M. Slotchiver, Guardian ad Litem for James Brown II

May 6, 2011

Columbia, South Carolina

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF SOUTH CAROLINA
COLUMBIA DIVISION
C/A NO. 3:08-cv-00014-WOB

William F. James Brown f/k/a)
Forlando J. Brown,)

Plaintiff,)

v.)

Adele J. Pope, individually and)
As Trustee of the Irrevocable Trust)
established by James Brown in)
August 1, 2000, and)

Robert J. Buchanan, Jr.,)
individually and As Trustee of the)
Irrevocable Trust established by)
James Brown in August 1, 2000,)

Defendants.)

DEPOSITION OF

RUSSELL L. BAUKNIGHT

Tuesday, August 20, 2013

11:18 a.m. - 3:49 p.m.

The deposition of RUSSELL L. BAUKNIGHT, taken on behalf of the Defendants at the law offices of Nexsen and Pruet, 1230 Main Street, Suite 700, Columbia, South Carolina, on the 20th day of August, 2013 before Jennifer L. Cash, Court Reporter and Notary Public in and for the State of South Carolina, pursuant to Notice of Deposition and/or agreement of counsel.

1230 Richland Street / Columbia, SC 29201
(803) 252-3445 / (800) 822-0896

1 from somebody else to peak the interest so that
2 they could get in and do due diligence. They
3 then wanted to go out and market the assets of
4 the estate. Well, if your clients are so naive
5 and inexperienced as they are in this industry
6 and trying to do this job that they believe
7 that, they're foolish. And to this day she
8 spouts that off like it's a fact. She's
9 showing her total lack of business experience
10 in dealing with a letter of interest. It's
11 simply something designed to peak interest so
12 you can get your foot in the door to look at
13 documents to see what's really there. And
14 that's all Terry Cox ever intended. And
15 frankly, when he got in the door and he did see
16 what was here, he agreed. There's no way to
17 sell these assets. And frankly, your client
18 doesn't even understand enough to know that
19 there's no way to sell these assets. She
20 hadn't done any due diligence herself. That
21 was 2009, as the testimony shows.

22 Q: What about the Terry Brown letter of interest,
23 slash, offer in the spring of 2008, prior to
24 the Christie's auction? An offer ---

25 A: You'll have to show it to me to understand what

1 you're talking about.

2 Q: That doesn't ring a bell to you?

3 A: No. I wasn't aware that anybody else had ever
4 offered to buy any assets, not that anybody has
5 ever offered to buy assets. But the only one
6 I've ever heard referred to by Pope is this
7 supposed offer from Terry Cox which never was
8 an offer. She put \$100 million out there so
9 she could collect a \$5 million claim which
10 she's filed. Purely self-serving. Purely self-
11 serving. Selling assets of the estate to take
12 money for herself and leave it insolvent.
13 Purely self-serving. I'm sorry. I get carried
14 away. I get passionate about something I'm
15 working on when I see such wrong doing.

16 Q: So would you give serious consideration to a \$5
17 million cash offer for the estate and trust
18 today?

19 A: I'll tell you, I give serious consideration to
20 anything put in front of me. It's my job to
21 consider anything that's put in front of me, as
22 long as it doesn't waste my time, which is paid
23 for by this estate and trust, because that's my
24 job. I have to consider it. As I've told
25 Forlando Brown when he brings Oprah Winfrey

1 A: I think that's his -- I believe that's his
2 motivation.

3 Q: Has that motivation been consistent from the
4 time you've known Forlando Brown?

5 A: That's the way I would describe it from the
6 time I've known him.

7 Q: Okay. Now, since May of 2009 and the time that
8 Forlando Brown dismissed the complaint and the
9 amended complaint, he never substituted you in
10 this lawsuit, did he?

11 A: I don't know the answer to that.

12 Q: Are you a party to this lawsuit?

13 A: I don't believe I'm a proper party to this
14 lawsuit for the reasons, number one, Forlando
15 Brown has dropped his claims against the trust.
16 Number two, in reviewing counterclaims as set
17 forth by Pope and Buchanan against Forlando
18 Brown, I found them, in my view and
19 consultation with my attorneys, to be meritless
20 and frivolous and I wasn't going to be a party,
21 so the trust dropped its counterclaims against
22 Forlando Brown. And number three, there are no
23 other claims against the trust. Therefore, I
24 don't believe the trust is a proper party to
25 this litigation.

TOBEROFF & ASSOCIATES, P.C.

A PROFESSIONAL CORPORATION

22337 PACIFIC COAST HIGHWAY #348

MALIBU, CALIFORNIA 90265

Tel: (310) 246-3333; Fax: (310) 246-3101

mtoberoff@toberoffandassociates.com

September 23, 2013

Via E-mail and U.S. Mail

Scott McDowell
Senior Vice President and
Head of Legal & Business Affairs
Warner/Chappell Music, Inc.
10585 Santa Monica Blvd.
Los Angeles, CA 90025

Re: James Brown/Terminations under the Copyright Act

Dear Mr. McDowell:

We represent James Brown's children, Terry L. Brown, Larhonda Waller, Deanna Brown Thomas, Yamma Brown, Venisha Brown, Jeanette Mitchell Bellinger and Cinnamon Nicole Parris, and James Brown's grandchild, Sarah LaTonya Fegan a.k.a. Tonya Brown (collectively, the "Heirs"), who are believed to constitute all or a super-majority of James Brown's statutory heirs entitled to exercise termination rights under 17 U.S.C. §304. On the Heirs' behalf, we will be serving Warner/Chappell Music and others, in the near future, with statutory notices of termination regarding Mr. Brown's music.

The Heirs are informed and believe that Tomi Rae Hynie and James Brown, Jr., acting as James Brown's putative surviving spouse and child, respectively, have served purported notices of termination regarding his musical compositions (the "Tomi Rae Termination"). The Heirs are further informed and believe that the Tomi Rae Termination is being handled by a representative of the Estate of James Brown, despite the glaring conflicts of interest that this would appear to entail.

This letter is to notify Warner/Chappell Music that the Heirs vigorously contest the validity of the Tomi Rae Termination and the standing of Tomi Rae Hynie and James Brown, Jr. to serve any notices of termination under the Copyright Act regarding James Brown's music.

September 23, 2013
Warner/Chappell Music, Inc.
Page: 2 of 2

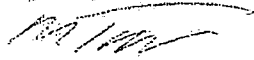
The Heirs' claim is based, without limitation, on the well-known fact that when Ms. Hynie purported to marry James Brown in December 2001 she was already married to Javed Ahmed (since 1997). The Heirs contend that this rendered her 2001 marriage void, and that the 2004 default judgment thereafter obtained by Ms. Hynie from a South Carolina family court, annulling her marriage to Mr. Ahmed, did not resuscitate Ms. Hynie's 2001 marriage to Mr. Brown pursuant to the recent on-point decision of the South Carolina Supreme Court in *Lukich v. Lukich*, 379 S.C. 589, 592 (2008) ("The question is whether the [2003 annulment order declaring Wife's first marriage void *ab initio* relates back so as to validate her purported 1985 marriage." "While an annulment order relates back in most senses, it does not have the ability to validate the bigamous second [1985] 'marriage.'").

Furthermore, Ms. Hynie's default judgment in *Tomi Rae Hynie v. Javed Ahmed* has no claim or issue preclusion effect on the Heirs as they were not parties to that action, and, in any event, the purported findings of fact and conclusions of law in that default judgment have no issue preclusion effect because such issues do not appear to have been "actually litigated" on the merits. See *State v. Bacote*, 331 S.C. 328, 330-31 (1998) ("In the context of a default judgment, collateral estoppel or issue preclusion does not apply because an essential element of that doctrine requires that the claim sought to be precluded actually have been litigated in the earlier litigation."). The Heirs' challenge to James Brown, Jr. is based, among other things, on his refusal to take a simple Court-supervised DNA test verifying that he is James Brown's child.

Please be further advised that these essential legal matters will be the subject of pending litigation in the South Carolina courts or in an alternative forum.

We hope to keep you well advised as this process marches towards a resolution. In the meantime, the Heirs and I look forward to an amicable relationship with Warner/Chappell Music regarding their statutory termination interests, and the future of James Brown's music.

Very truly yours,



Marc Toberoff

cc: Kelly Burnett via E-mail, Senior Director, Legal & Business Affairs
Warner/Chappell Music, Inc.

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF SOUTH CAROLINA
COLUMBIA DIVISION

Forlando J. Brown,

Plaintiff,

vs.

Adele J. Pope, individually and As Trustee of the Irrevocable Trust established by James Brown in August 1, 2000, and

Robert J. Buchanan, Jr., individually and As
Trustee of the Irrevocable Trust established by
James Brown in August 1, 2000,

Defendants.

Civil Action No.: 3:08-cv-00014-WOB-JGW

**AFFIDAVIT OF
RICHARD B. ALEXANDER**

PERSONALLY APPEARED BEFORE ME, Richard B. Alexander, who being duly sworn, deposes and says:

1. This Affidavit is based on my personal knowledge and belief. My professional opinions stated herein are given to a reasonable degree of professional certainty within my areas of expertise.
2. I am the president and CEO of R.B. Alexander & Co, Ltd., which provides strategic business and advisory services to retailers, manufacturing groups, attorneys, real estate developers and others.
3. I have more than 40 years experience in retailing, turnaround management, crisis and renewal management, debt/equity restructures and liquidations.
4. My clients have included The Brown Group; Nations Bank, predecessor of Bank of America; Belk Stores Services; The Cato Corporation; LandCraft Properties, Inc. and the Kingo Group, Hong Kong.

5. I have been engaged by counsel for Adele J. Pope in connection with Richland County Case 2010-CP-40-4900 (known as ACase 4900") in which the complaint, a portion of which is attached as Exhibit A, alleges that defendants Robert L. Buchanan, Jr. and Adele J. Pope, committed various breaches of fiduciary duty, including:

- a. a claim that Mr. Buchanan and Ms. Pope breached their duty by not accepting a 2007 \$100 million offer to sell the assets of entertainer James Brown; and
- b. a claim that Mr. Buchanan and Ms. Pope improperly valued the assets of James Brown on the estate tax return where they claimed the value was approximately \$100 million less a debt to the New York Teachers (ATIAA@) of about \$15 million.

6. Specifically, I have been asked to explore, among other issues:

- a. Whether Mr. Buchanan and Ms. Pope were sound in their conclusion that the Estate/2000 Trust was not in a financial or practical position to accept either the 2007 offer or similar proposals in February and March of 2008.
- b. Whether the valuation methods and results of Mr. Buchanan, Mrs. Pope and their predecessors Alfred Bradley and Albert Dallas -- all placing the value of the James Brown assets at approximately \$85 million -- were reasonable.
- c. The damage, if any, of a less than \$4.7 million valuation to Ms. Pope, The James Brown "I Feel Good" Trust and certain of James Brown's grandchildren.
- d. The damage, if any, caused to Ms. Pope and the "I Feel Good" Trust by an incomplete and/or inaccurate heirs determination under the Federal Copyright Act, including a claim that Brown's companion Tommie Rae Hynie was his wife.

7. I have also been asked to address any of the above issues, and related issues, which arise in this case.

8. In preparing for Case 4900 and this case, I have had access to thousands of pages of public documents, and/or have discussed with Mrs. Pope -- who, with Mr. Buchanan, was immersed in management issues of the James Brown Estate and 2000 Trust from March 7, 2007 until May 26, 2009 -- the following public information:

- a. Facts, figures and filings in the public record in more than 20 Aiken County Cases;
- b. The record on appeal ("ROA") and filings in the recently-decided case of *Wilson v. Dallas*, and appellate cases involving former Trustees David G. Cannon and Albert Dallas.
- c. Financial documents from the SLED investigation of former Trustee David Cannon, including the summaries filed with his 2011 *Alford Plea*.
- d. The historical documents and payment history of the TIAA debt.
- e. The tax returns, estate tax return, inventories, accountings, and James Brown Historical documents, as well as documents related to his Royalties, publicity rights, assets, liabilities, which, as I understand, were available for inspection and copying at some or all times between August 10, 2008 and May 26, 2009.
- f. The reports of James Brown's major royalties for the 6 years before his death which -- after adding back \$900,000 taken in 2006 -- show a consistent royalty stream of approximately \$3 million per year. [Exhibit B.]
- g. The William Morris Agency summary report delivered in 2007 confirming that Brown's revenues from Road performances from 2003 - 2006 grossed \$18 million. [Exhibit C]
- h. Information regarding the Global Gaming contract entered into just prior to the death of James Brown; the James Brown Saves Boston deal; and other actions taken and thwarted during the period from November 2007 through May 26, 2009.
- i. Detailed historical information about Brown's assets, operation and entities and continuing information for the two years after his death, including:
 - 1. Performance Contracts and detailed IP information;
 - 2. Detailed Royalty reports provided by the Publishing Companies through TIAA;
 - 3. The reports of Geronimo, LLC.
 - 4. The Tax Returns, which apparently all agree were wrong and could not be relied on for a complete picture of the assets or income.

5. The Estate Tax Appraisal by Christie's
6. The jewelry appraisal
7. The Real Estate Appraisals attached to the Estate Tax Return;
8. The Letters of Intent of October 2007 and March 2008.
9. The Movie Option in place for years before his death;
10. The sampling issue;
11. The suit filed against David Cannon and others to recover \$13+ million;
12. The offers of TJBL, LLC and the proposed 2009 Right of First Offer
13. The structure of Brown's operation, including the Estate, the 2000 Trust, Geronimo, JBE, Inc. and other entities.
- j. The draft article "Private Foundations, Copyright Heirs and Music Millionaires: Why the James Brown "I Feel Good" Trust doesn't....." by Wm. Jeffrey Smith and Adeie J. Pope.
- k. Articles regarding the less-than \$4.7 million valuation contained on the James Brown "I Feel Good" Trust FOIA concerns blog, and in other media.
- l. Documents and records from the Library of Congress gathered by Mrs. Pope.
- m. Other professional writings related to Copyright Termination issues, including strategies to avoid termination when faced with uncooperative heirs.
- n. The opinions of W. Steven Johnson, Esq. and James C. Hardin, III in which both concluded that Mr. Buchanan and Mrs. Pope properly performed their duties as personal representative and trustees.
- o. The Orders of The Honorable Doyet A. Early, III dated August 10, 2007, Nov. 20, 2007, January 8, 2008, February 20, 2008, March 7, 2008,

April 1, 2008 and April 8, 2008; the decisions in the Cannon appeal and *Wilson v. Dallas*; and other orders and decisions.

p. Media articles and other public information about the music catalogue, earnings, and projections of earnings for James Brown, including the *Forbes* list of top-earning dead celebrities on which James Brown appeared in 2007.

q. Representations in the record of former trustees and their counsel, especially representations in early 2007 that James Brown earned \$1 million per week on 3-week tours to Asia (counsel for trustees); that his Royalties alone may be worth \$100 million (counsel for Ms. Hynie); that an offer of \$100 million was made in October 2012 (Mr. Dallas, Plaintiff and others); and that offers of \$150 million remained available in the fall of 2008.

r. Other documents from what I understand to be more than a million pages of public documents which relate to the operation of James Brown=s music empire for more than a decade before his death and the 2 2 years after.

10. I have also reviewed the September 14, 2007 proposal to the Honorable Doyet A.

Early, III in which, I understand, Mr. Buchanan and Ms. Pope asked that the Court to approve the following valuation criteria for the Royalties, Image and Persona of James Brown on the estate tax return:

- a. A single valuation of the Royalties, Image, Name and Persona, which appears to be appropriate based on the scant case law and legal commentary.
- b. Use of the following formula for date-of-death valuation of the Royalties, Name, Image and Persona of James Brown, working with William Sellars, CPA, M&T Bank and the available records of David Cannon:
 1. 1 year royalties, based on 5 yr. M&T average
 2. PLUS 50% of Gross known Performance Contracts from 2006

3. X - a figure recommended by accountant within range of 12.5 - 14.
 4. LESS payoff amount due M&T Bank as of date of death
 5. EQUALS date-of-death value of royalties, Image, Name and Persona
- c. The royalties, image and persona should be returned as Estate assets, with full disclosure that they may be claimed, in whole or in part, by James Brown Enterprises, Inc., which, in turn, may be claimed, in whole or in part, by the Trust.
- d. The PRs [Mr. Dallas and Mr. Bradley] should be directed to prepare... a compilation of a detailed report to accompany the above valuation when filed with the Estate Tax Returns in March, 2008, to include:
1. A complete explanation of the structure of the \$26,000,000, 7.98% Royalty-Backed Pay-through Note, Class A No A-1 (CUSIP No. 470277 AA2) and receipts, payments and misappropriations from said fund. (This would include the structure of James Brown Royalty Venture I SPC, Inc, James Brown, L.L.C., etc.)
 2. A detailed explanation of the filing and failure to file, tax returns with respect to the various entities.
 3. A compilation of all known and available information about Mr. Brown=s performance and other contracts during 2006 and 2007, including those entered into after death.
 4. Complete information about the structure of Brown Entities, including Geronimo Music Ltd., to the extent known.
 5. Complete information about any unpublished masters, to the extent known.
 6. A complete explanation of the Royal Bank of Scotland 2006 proposed refinancing transaction.
 7. A complete explanation of the proposal of Greenberg Traurig to refinance the TIAA note in October of 2006.

8. A complete explanation of Mr. Brown's relationship with David Cannon, 7th Decade, Intrigue and others which may be relevant to the valuation issue

11. It is my understanding that neither the S.C. Attorney General nor any person interested in the estate B all of whom had access to the relevant documents B objected to the above valuation criteria for the Royalties and Publicity Rights on the estate tax return during the period the Court gave them to object.

12. It is my understanding, also, that Plaintiff Forlando Brown and Daryl Brown, a son who worked with James Brown in his band for years, have -- with others -- confirmed the value placed on Mr. Brown's assets by Messrs. Dallas and Bradley and Mr. Buchanan/Mrs. Pope.

13. I have reviewed documents by which Russell L. Bauknight and others asked the S.C. Supreme Court in May 2011 to accept a less-than \$4.7 million appraisal as the at-death value of James Brown's music empire.

14. A simple Google search, including the Forbes List of Top-Earning Dead Celebrities for 2007, with Brown's available public records, reveals the following about the at-death potential for Brown's Royalties and Publicity Rights:

- a. James Brown was No. 11 on the 2007 list of top-earning dead celebrities with a reported \$5 million. [In 2011 he generated \$10+ million.]
- b. Tupac Shakur was listed as earning \$9 million in the 2007 list. Forbes later reported his empire earned \$3.5 million in 2010.
- c. Bob Marley earned \$4 million, as No. 12 on the 2007 list. He continues to earn despite 20 years of litigation.
- d. Steve McQueen, No. 10 on the list, earned \$6 million. ~~_____~~ 289A

e. Elvis Presley's earnings were much higher than those of Brown, but James Brown's potential, especially in Asia, Africa and Europe, compared favorably with Presley's.

15. I have not reviewed or discussed the contents of the appraisal which purports to support the less-than \$4.7 million value, although I have recently heard the name of the appraisers.

16. Based on all of the above, it is my opinion to a reasonable degree of professional certainty in my field that:

a. Virtually all of the information to place an at-death value on the James Brown assets had been made publicly available by Orders of Judge Early and otherwise on or before May 26, 2009.

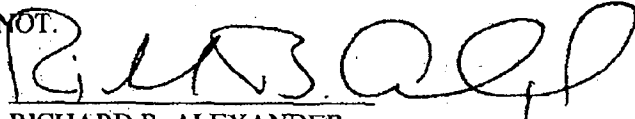
b. To date, given the stream of royalty income, branding opportunities at the time of his death and assets of James Brown, I am not aware of any facts which make the approximately \$85 million valuation placed on James Brown's music empire at death by Mr. Buchanan and Ms. Pope, or by their predecessors, unreasonable, and I believe the \$85 million to be reasonable.

c. To date, I am not aware of any facts which could support a willing buyer and a willing seller, each with knowledge of the relevant facts and circumstances, to place a less-than \$4.7 million value on James Brown's music empire his death.

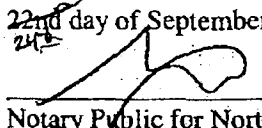
16. It is my understanding that James Brown's "I Feel Good" Foundation, although it is a private foundation, has a public duty to commit its assets solely to providing scholarships for needy and deserving students.

17. Because of the "I Feel Good" Trust's public obligations and the secret, pre-death misappropriation of millions of dollars which should have gone to the "I Feel Good" Foundation, I am informed and believe that Mr. Buchanan and Mrs. Pope acted reasonably in continuing to conduct the operations of the Estate and 2000 Trust in an open manner for at least a reasonable period after more-than \$12 million was found missing and Messrs. Cannon and Dallas resigned.

FURTHER DEPONENT SAYETH NOT.


RICHARD B. ALEXANDER

SWORN TO before me this
22nd day of September, 2013
24th

 (L.S.)
Notary Public for North Carolina
My Commission expires: 7/13/2014

STATE OF SOUTH CAROLINA

COUNTY OF AIKEN

Adele J. Pope,

Plaintiff,

v.

Estate of James Brown, Deceased; The
James Brown 2000 Irrevocable Trust; Russell
L. Bauknight, individually, as former
Executor de son tort, and in every current
and former fiduciary status claimed or held as
to the Estate of James Brown and the James
Brown 2000 Irrevocable Trust,

Defendants.

AND:

Robert L. Buchanan, Jr.,

Interested Party.

) IN THE COURT OF COMMON PLEAS

) Case No. 2013-CP-02-1337

) MEMORANDUM IN SUPPORT
) OF PARTIAL SUMMARY JUDGMENT
) ADELE J. POPE

7.2.14
[Signature]
C.C.P. Judge
[Signature]
Deputy Clerk

Summary of Relief Requested

In the small portion of this case which remains under the jurisdiction of this Honorable Court, Plaintiff seeks partial summary judgment directing that she be paid from the Estate of James Brown (the "Estate") and the James Brown 2000 Irrevocable Trust (the "2000 Trust"):

- a. The \$47,972, with interest for 6 years at the annual rate of \$4,198, and daily interest after March 8, 2014 of \$11.50 for her 2007 SA service to the Estate, which is an allowed claim approved by order of the Honorable Doyet A. Early, III ("Jg. Early") dated January 8, 2008 [the "Jan. 8 Order"], and bearing interest at the legal rate as provided in the Jan. 8 Order.
- b. The \$1, 473,550, with interest for 5 years at \$128,936 per year, and a daily rate of \$353.25 since May 16, 2014, being the allowed claim for the PR/Trustee

March 7, 2007 until August 2012 was joint.

Where other claims of equal or lower standing have been paid, it would be punitive and manifestly unjust to further withhold payments or legal interest at 8 3/4 % on amounts due Plaintiff since 2008 and 2009.

The record is clear that the Estate/2000 Trust has been in a financial position to pay the amount due Plaintiff since at least 2011, but elected not to do so, while paying out the following, and other, amounts:

- a. In 2011, approximately \$300,000 to Lewis & Babcock, who served as litigation counsel to the Estate/2000 Trust 8 months in 2007.
- b. In 2011 about \$90,000 to the law firm of William Hammond, who served as Tax Attorney to the Estate/2000 Trust under the Cannon Group.
- c. In 2012, approximately \$90,000 to Rodney Peeples, who established the Peeples DNA Protocol in 2007 to identify and acknowledge Brown's real heirs/children..
- d. In 2012 \$500,000 to Robert Buchanan, Jr. in the Wingate Suit to secure releases from Buchanan's counterclaims for Tommie Rae and others.
- e. In 2012, \$563,000 to the law firm of Kenneth Wingate, Sweeny, Wingate and Barrown ("Wingate"), in addition to the 40% contingency.
- f. In 2013 \$773,000 to Nexsen Pruet which represented the Estate/2000 Trust during Bauknight's 4-year void appointment.
- g. In 2013 \$250,000+ to the law firm of David Sojourner, Esq., for less than 3-months work, mostly dedicated to attempting to undo the heir status of four of Brown's DNA-proven heirs – 2/3 of the HALF (or half + 1) necessary to secure the "I Feel Good" Trust's Royalties to more than 800 songs for decades with inexpensive termination rights agreement under the Federal Copyright Act.

The material facts related to the joint service of Buchanan and Pope are largely undisputed, and viewing those few in dispute in the light most favorable to the Estate/2000 Trust – which is bound by all Orders of Judge Early issued before May 8,

2013 as the law of the case – Plaintiff is entitled to the relief requested.

Because the Court is required to take mandatory judicial notice of these orders and all James Brown case files as requested by Plaintiff under Rule 201, SCRE, and more than 75 Orders issued before May 8, 2013 confirm that there was no basis to delay or require disgorgement of any portion of the SA or PR/Trustee payment ordered to be paid to Buchanan or Pope under the Jan 8 Order, the Court should direct that Plaintiff be paid, with applicable interest, forthwith.

Based on a review of the facts under the above standard, even within the constrained parameters imposed by the pending appeals and the Wingate Suit, Plaintiff is entitled to the partial summary judgment as requested.

The Undisputed Material Facts Supporting Partial Summary Judgment

The following are just some of the undisputed material facts which support Plaintiff's claim for partial summary judgment and immediate payment.

Background Facts, Estate plan, and James Brown Assets

- a. Entertainment Icon James Brown died on December 25, 2006.
- b. Brown left a 2000 Will and Trust and a backup 1999 Will, both providing as follows:

- 1. Personal and Household ("PHE") effects to 6 of his more-than-a-dozen claimed children;

- 2. Everything else not already in the 2000 Trust to the 2000 Trust to be held and managed as follows:

- (A) \$285,000 education trusts for 7 designated grandchildren.

- (B) Everything else to The James Brown "I Feel Good" Trust, Brown's private foundation, to be used solely for

scholarships for needy students.

3. The Estate Plan specifically excluded all heirs, claimed heirs and past and future spouses from Brown's music empire.

4. *In Terrorem* forfeiture clauses and a direction that his PR/Trustees vigorously defend all challenges to the estate plan were included.

c. Tommie Rae and Brown's claimed daughter Venisha were present

when the Estate Plan was signed, and witnessed the Advisory Board Document.

d. According to a professional appraisal conducted by the Royal Bank of Scotland ("RBS") in 2006, Brown's major royalties, consisting of rights to 800 + songs (the "Royalties") had a value of at least \$42 million. The RBS appraisal did not include Brown's right to exploit his image and persona (the "Publicity Rights").

d. Between December 25, 2006 and January 3, 2007 Cannon and Dallas fabricated a 2d "Schedule B" to Brown's Trust to make it appear that Brown's Publicity Rights and other assets Brown had not transferred to the 2000 Trust had been transferred to the 2000 Trust during Brown's lifetime.

e. Dallas and Cannon also claimed Bradley had not accepted his trustee position, and appointed daughters Deanna and Yamma as Trustee and Executive Assistant to the Board, respectively.

f. By January 9, 2007 Bradley had appeared; the alliance between Deanna and Yamma had terminated; and Deanna, Yamma and others had hired Louis Levenson, Esq. ("Levenson") and agreed to pay him \$150,000 and a 30% contingency to get the "I Feel Good" Foundation assets for them.

- a. To void the claim of James B., a non-presumed child, if he failed to submit and pass.
- b. To exclude any of the 7 grandchildren who challenged the Estate Plan because the 2000 Trust provided that the \$285,000 scholarships go only to designated blood descendants.
- p. The Peoples DNA Protocol had a third, critical purpose: to identify all of Brown's children/heirs so that after confirming Brown died without a surviving spouse the Estate/"I Feel Good" Foundation could protect for decades the "I Feel Good" Trust's \$3+ million annual income stream from the Royalties with termination rights cooperation agreements under the Federal Copyright Act with the least expensive HALF (or half +1) of Brown's children.
- q. By June 2007 Cannon, Dallas and grandson Forlando Brown were all working with an investment group put together by Dr. Terry Cox, also represented by PG, on a proposed sale of Brown's music empire for \$100 million and the creation of an initial public offering ("IPO").
- r. From the sale Cannon expected a commission of \$5 million; Dallas about \$6 million; and Bradley about \$5 million. Dallas and Cannon also sought options or a "kickback" from the IPO.
- q. On July 17 Buchanan and Pope discovered the first \$900,000.00 of about \$17 million David Cannon took from Brown between 1999 and 2007.
- r. On July 27 Buchanan and Pope moved to remove one or more PR/ Trustees, with the motion to be heard on August 10, 2007.
- s. In the last days of July, 2007 Cannon and Dallas, secretly signed

to file the false stipulation. This was not true. Buchanan and Plaintiff did not even sign the stipulation themselves.

g. On or about September 25, 2007 Cannon, Dallas and Bradley filed claims totaling \$15+ million for commissions. Others filed more than \$20 million in claims. While all had to be taken seriously and processed, most had little merit.

h. In September and October 2007 accountant Phil Farr prepared, signed and filed unauthorized income tax returns for JBE, Inc. and Brown which purported to change ownership of certain assets.

i. By Order dated October 11, 2007 the SC AG, without objection, was made a party to Aiken County Case 2007-CP-02-122 ("Case 122"), and the Georgia AG was admitted under AG McMaster's supervision.

j. Sr. Assistant AG Havird "Sonny" Jones immediately became involved in every aspect of the James Brown matters, and remained so until after the May 8, 2013 decision in *Wilson v. Dallas*.

k. From October 2007 until January 8, 2008 AG Jones tried to convince

Jg. Early that the Estate/2000 Trust should hire counsel selected by AG McMaster to recover the millions taken by Cannon. He said the Estate/2000 Trust should use AG McMaster's Litigation Retention Agreement, placing the AG in control of the Cannon litigation.

l. On October 12, 2007 Cox, speaking for TJBL, an entity to be formed, sent a letter of intent to Dallas and Bradley to buy Brown's music empire for \$90 million to \$100 million.

m. On October 31, Brown's daughter Deanna was deposed. She admitted

the validity of the estate plan, but was opposed to the Cannon Group trustees.

n. On October 31 Forlano was also deposed. He claimed to know nothing of the proposed \$100 million offer made by TJBL earlier that month.

o. By November 2007 Cannon's takings had been shown to exceed \$7 million, including the 1999 "\$5 Million check to nobody" Cannon had cashed in the summer of 1999 just after the TIAA closing.

p. In early November both AGs and others learned that the proceeds from the \$18 million Brown earned from road shows between 2003 and 2006 was deposited into a company owned by Cannon.

q. On November 14, 2014, because of the unreliability of Brown's tax returns and information from traditional valuation sources, Buchanan and Pope filed a Motion asking Judge Early to approve the following formula for valuing the Royalties and Publicity on the already-due estate tax return without an official appraisal.

Value of Royalties + Publicity Rights = $12 \frac{1}{2} - 14 \times (\text{Royalties} + \frac{1}{2} \text{ Road Revenues}) \text{ LESS TIAA Debt}$

r. At the November 15, 2007 hearing Jg. Early asked AG McMaster and anyone else who objected to the valuation method to advise him within 10 days. Nobody did so.

s. On November 15, 2007 Dallas and Bradley filed a detailed Inventory and Appraisement ("I&A") prepared by Hammond. The I&A valued the music empire at about \$83 million, based on the TJBL offer after taking into account the at-death \$15 million value of the TIAA Debt. The I&A was under seal for some time, but made public in 2008.

- t. Prior to filing the I&A, the then-attorney for the Estate/2000 Trust, Stan Jackson, Esq. wrote Levenson – who represented 5 of the 6 children who were given PHE under the Will – to ask Levenson to confirm the \$2 million value the Estate was placing on Brown's TPP in the I&A. Levenson refused to participate. In 2010 he would join Bauknight in claiming to the S. C. Supreme Court that ALL of Brown's TPP –including the items sold at Christie's, the automobiles, the items in sound storage, the items in the Beech Island Home Estate and the items in four museums, were worth only \$.5 Million.
- u. At the hearing on November 15 - 20, 2008 Cannon's \$900,000 wire to Honduras and the changed JBE, Inc. and Brown tax returns were disclosed. It became apparent that Dallas was covering up for Cannon while pretending to be investigating him. At the November 2007 hearing, and since, Cannon has exercised his 5th Amendment rights not to testify about various Brown matters.
- v. On November 16, 2007 AG Jones said he would ask AG McMaster to request a SLED investigation of Cannon. AG McMaster did so a few days later.
- w. On November 16, 2007 Jg. Early contacted L&B and asked them to discuss with Dallas and Bradley the possibility of resigning.
- x. On November 20, 2007 Dallas and Bradley resigned. Without warning, Jg. Early appointed Buchanan and Plaintiff, who were approved by all Interested Persons (no will contest having been filed) other than the AGs of Georgia and SC.

Service of Buchanan and Pope prior to Forlando Federal Suit

Jg. Early's order appointing Plaintiff and Buchanan exempted them from the requirement of having a third trustee (but did not prohibit it). It otherwise conferred on Buchanan and Plaintiff all of the authority and responsibility as if they had been appointed by Brown himself in the Will and 2000 Trust.

Under the law and under Brown's Will and Trust Buchanan and Pope were required to vigorously defend Brown's Estate Plan against all challenges as "an affront to my wishes."

By November 20, 2007 Buchanan and Pope had reviewed enough of the million pages of documents to feel confident that:

1. Tommie Rae was not Brown's spouse;
2. The 1999 backup Will; a disposition consistent with Brown's often-stated wishes; and a tape in Brown's own voice made in 1999 made Brown's estate plan virtually ironclad.

One of the biggest initial problems was that Cannon and Dallas had not applied for 501 (c) (3) recognition of the "I Feel Good" Trust which would inherit Brown's music empire.

Buchanan and Pope immediately began to work with William Sellars, the Court-appointed CPA, to complete the 501(c) (3) approval process.

Buchanan and Pope asked Dr. Leonard McIntyre and Inez Tenenbaum, Esq., former State Superintendent of Education, to serve on an advisory committee to help write the Grant Application forms which would be submitted to the IRS. Both agreed.

Dr. McIntyre and Ms. Tenenbaum would later be joined by Judge (Ret'd)

Walter Williams and Dr. Ann Carmichael as members of the Advisory Board to the 2000 Trust.

As provided in the 2000 Trust, minor amendments were made to the 2000 Trust solely to insure IRS qualification of the "I Feel Good" Trust.

Among the amendments was the setting of the payment of ALL Trustees, once the "I Feel Good" Foundation was established, at $\frac{1}{2}$ of 1% of the fair market value of the Foundation.

While both Brown's Will and 2000 Trust provided for "reasonable" compensation, the Cannon Group's claim for \$15 million in commissions had created a cloud in the interpretation of "reasonable."

Buchanan and Pope reasoned that once it was funded, the management of the \$100 Million Foundation by three Trustees would, and should, require three Trustees to work nearly full time. They believed an annual commission of about \$165,000, together with the pleasure and responsibility of helping run South Carolina's largest-ever private foundation dedicated solely to providing education scholarships for needy students, would be fair but not excessive to attract a strong set of trustee when they resigned.

The 501 (c) (3) application was filed within a few weeks of Buchanan and Pope's appointment and the 501 (c) (3) recognition was obtained by mid 2008.

Buchanan and Plaintiff, with Mr. Sellers, made immediate contract with both the IRS and the South Carolina Tax Commission to explain in detail the huge number of problems associated with Brown's income tax returns and the income tax returns of JBE, Inc., including the unauthorized returns which had been filed by Farr in the fall of 2007.

Buchanan and Plaintiff reasoned that because the entire residue of Brown's estate was paid or permanently set aside for charity – and so much had been taken between 1999 and 2006, the best approach was to ask for a single person to be assigned by the South Carolina Tax Commission and a single person to be assigned by the IRS, who could look at the whole picture and work with Buchanan and Plaintiff to mitigate the damage caused by Cannon and Farr. That procedure was in progress when Buchanan and Plaintiff were told to "stand down" on August 12, 2008, and continued until their replacement in May 2009.

Fearing that a Will challenge was brewing, Buchanan and Pope urged Levenson's client Deanna to serve on the Advisory Committee, and to help create a permanent, rotating family seat on the Board. Levenson declined.

On November 30, 2007 Dallas and Bradley began a nearly 3-year attempt to take back their resignations.

By early December 2007 Buchanan and Plaintiff had made the following Petitions and filings:

1. They withdrew the false Dallas/Bradley stipulation that the only assets in the 2000 Trust were Beech Island and a small amount of cash.
2. They sought a sale of some of Brown's Tangible Personal Property ("TPP") to pay the estate taxes which were already overdue on the PHE devised to 6 claimed children and deal with the liquidity crisis caused by the millions taken by Cannon.
3. They asked for permission to seek a museum purchaser, preferably part of a family group, to purchase Brown's Beech Island mansion and Estate, holding back some acreage for the future home of the "I Feel Good" Foundation.
4. They asked for a declaration that no probable cause existed to

challenge the Will and 2000 Trust.

5. They asked Jg. Early to approve a sale of the house of Brown's father, Joe Brown, to a family member.

6. They asked Jg. Early to approve their SA fees and costs on a time + costs basis for themselves and their staffs, and to approve ongoing PR/Trustee partial payments to them, also on a time + costs basis.

At all times from March 2007 until May 26, 2009, based on time + costs,

Buchanan's charge was approximately 30% and Plaintiff's approximately 70%.

While the actions and responsibility of Buchanan and Pope were always equal and joint, both as SAs and as PR/Trustees, the manner in which they carried out the work explains the difference:

1. Buchanan's office received mail and maintained original documents.
2. Buchanan had a full and part-time staff of 1 - 1 ½ persons, while Plaintiff had a full and part-time staff of 6 - 10 persons during the period.
3. Plaintiff's office handled the large number of Royalty clearances, after always consulting with Buchanan, and their consulting with counsel where appropriate.
4. Plaintiff's office handled matters related to the 80 boxes located in the back of Plaintiff's office, which grew between August 2007 and May 26, 2009 to approximately 150 boxes.
5. Plaintiff's office prepared the draft accountings and provided all information requested by the AG.
6. Plaintiff and Buchanan met by phone several times each day, and in person weekly.
7. When Buchanan traveled to Columbia, Florence and elsewhere to conduct his part-time Federal Magistrate duties, Buchanan and Plaintiff often met by telephone for much of Buchanan's travel.
8. A majority of the documents were generated by Plaintiff's office (or office of counsel after he was engaged as to litigation matters); reviewed by Buchanan (and counsel where applicable), then mailed or otherwise

sent by Plaintiff's office.

9. Where hand-filing or direct contact with the Probate or Circuit Court was involved, Buchanan's office took the lead.

10. Plaintiff's time was approximately twice that of Buchanan, and her staff hours several multiples of Buchanan's staff.

On December 5, 2007 the Cox Group formed TJBL, LLC as a Georgia limited liability company. Without any monetary contribution, Forlando, was given 39% of TJBL.

On December 6, 2007 AG Jones contacted Buchanan and Plaintiff about the \$100 million offer, expressing fear it would evaporate if not accepted quickly. Buchanan and Plaintiff explained why it was premature to consider a sale.

In December 2007 Buchanan and Plaintiff contacted Bertis Downs, a law professor and manager for REM, about possible engagement as entertainment counsel. Downs was unable to accept the assignment, but suggested attorney and former Warner Music executive Ray Gonzalez of Nashville.

Ray Gonzalez accepted the position, and worked with Buchanan and Plaintiff on entertainment matters which were hampered by the AG's alliance with Cannon and Dallas until June 2008; and Tommie Rae and later Terry Brown beginning August 10, 2008.

In December Buchanan and Pope also engaged Exempt Org. counsel Alan Rothschild of Hatcher Stubbs, an American College of Trust and Estate Counsel colleague of Pope's.

On December 19, 2007 Tommie Rae filed two defective petitions to set aside the Will and to set aside the 2000 Trust. The Estate/2000 Trust filed Motions to

Dismiss in early 2008. The dismissal was based both on substantive and procedural grounds. Other dismissal motions by the Estate/Trust followed.

None of the Estate's motions to dismiss has been heard.

On December 21, Jg. Early held a hearing at which the SA fee and partial, ongoing PR/Trustee commission was addressed, as was the Estate/2000 Trust's request that Jg. Early proceed with the engagement of Messrs. Kendall Few and James Gilreath to recover losses from Cannon and others between 1999 and 2006.

Counsel for Tommie Rae praised Buchanan and Pope for asking Court permission for what they could have paid themselves under the Will and Trust without seeking Court permission. AG McMaster did not oppose the fee and commission proposal, but the Georgia AG launched a vitriolic attack on both, especially Buchanan.

Assistant Georgia AG Grace Lewis, Esq., made the following claim:

MS. LEWIS: If Adele Pope and Bob Buchanan have the right to control litigation over breaches of fiduciary duty of the charitable trust, they have a conflict of interest because one of the greatest breaches of all may be the breach of Adele Pope and Bob Buchanan.

Citing their appointment order as dispositive of the AG's right to control the hiring of counsel to protect the "I Feel Good" Trust, AG Lewis said:

The attorney generals objected to [the Estate's] hiring counsel to represent the I Feel Good Trust and the Court in its order said that the Attorney Generals of Georgia and South Carolina would represent and protect the interest of the I Feel good Trust. That's a final order.

Buchanan and Pope spent the afternoon of December 21st and worked through Christmas Eve to complete the effort they started on December 6 to make

available to all parties Brown's 1999 Will and Revocable Trust and other documents which had been placed in a privilege box by L&B.

Buchanan's and Plaintiffs efforts to avoid a Will/Trust challenge were not successful.

On December 26, 2007 Levenson filed two complaints, to set aside the Will and 2000 Trust, in Probate Court. They were removed *sua sponte* by the Probate Court to the Circuit Court; and filed in Case 122 (the "Levenson Suit") By subsequent Order of Jg. Early, however, the Levenson Suit was segregated from Case 122 and assigned Case No. 2008-CP-02 0872 ("Case 872"). The August 12, 2008 announcement of the AG's Settlement essentially brought to a halt:

- a. The proposed backup admission of the 1999 Will;
- b. The proper heirs determination which as ongoing in the Levenson Suit;
- c. The defense of Brown's ironclad estate plan.

While all litigation must be taken seriously, the record of the validity of Brown's estate plan, including his own voice tape, was sound. His backup 1999 Will made it ironclad. This has been confirmed by numerous admissions by Brown's family and Tommie Rae which, under Rule 801, SCRE, are admissible. As just one example, in August 2010 all admitted in the Wingate Suit:

... the establishment of a Charitable Trust intended to provide financial assistance to deserving students who seek education in South Carolina and Georgia. **This objective was the often stated and well-known desire of James Brown.** [Emphasis supplied. Mem. dtd. 8/27/10].

By early January 2008 the Estate/2000 Trust engaged James Bailey, Esquire, an experienced and careful attorney, for assistance with general litigation

matters, including defense of the four suits filed to challenge the estate plan in December.

The Forlando Federal Suit January 2008 - Present (June 30, 2014)

Forlando, who had said in his October 31 deposition that he was satisfied with Buchanan and Plaintiff, and had jointed all other Interested Persons except the AGs in support for their PR/Trustee appointment. His verified a complaint asserted that Buchanan and Plaintiff would not protect Brown's noble estate plan.

On January 2, 2008 the Forlando Federal Suit was filed. Forlando, claiming to be an impoverished student wanting only to protect his grandfather's wishes and his \$285,000 education trust, was represented by three PG attorneys, former Chief Justice Finney and his son; and Bell.

Forlando's Suit sought to enjoin the 2000 Trust from taking any action until the Cannon Trustees were reinstated. The Complaint was amended to seek damages from Buchanan and Plaintiff, claiming they were illegally appointed and would not protect Brown's estate plan.

Between December 26, 2007 and January 2, 2008, Jennifer Dempsey of PG was helping Dallas with a brief supporting his Motion to Recuse Jg. Early while also working on the Forlando Federal Suit Complaint which Forlando verified on December 31, 2007.

The Forlando Federal Suit has Lasted Six years. Briefly, Forlando's 7-year quest to destroy James Brown's estate plan is set out below:

- a. Forlando, first hired Levenson in January 2007.
- b. By May 2007 Forlando left Levenson and hired Bell, Esq., a close

In March 2008 Judge Early found that the Levenson contract Forlando had signed contemplated the Will/Trust challenges Levenson filed later in 2007. Jg. Early had also declined the motion of Dallas and Bradley that he recuse himself.

Throughout 2008 and 2009 Buchanan and Pope stabilized the clearance process, which had been at a stalemate when they became PR/Trustees.

Hearings were held by Judge Early on February 7 and March 7 2008 related to various James Brown matters.

In early 2008 Wayne Byrd, Esq., new counsel for Dallas and Bradley, made and sent copies the handwritten notes of Tommie Rae and a typed transcript of same to more than a dozen people, including the AGs of Georgia and South Carolina.

The so-called Hynie "diary" consisted of papers abandoned by Tommie Rae when she and Brown separated for the last time in the summer of 2006. They had been subject to copying and review by any Interested Person or counsel without limit since the August 10, 2007 Order of Jg. Early.

Without any supporting affidavit or a hearing, Jg. Early issued three Gag Orders in February and March 2008 which purported to enjoin not only the dissemination of the Hynie writing, but to prevent all persons from discussing their contents.

The 2008 Gag Orders were largely ignored by everyone except Buchanan and Plaintiff.

On February 20, 2008, after a hearing, Judge Early authorized the sale of certain items of Brown's TPP at Christie's. Since the six children who had been given PHE had challenged the estate plan, their special status with respect

to the PHE no longer applied. Terry Brown, who was not challenging the Will, asserted he was the sole owner of not just the items to be placed at Christie's, but all TPP.

The February 20, 2008 Order, which was not appealed by anyone, also:

1. Authorized the placement of items not sold at museums for safekeeping during the Will/Trust challenge litigation.
2. Authorized the sale of the Joseph Brown house to family members.
3. Authorized the sale of Beech Island, preferable to a museum purchaser, with possible acreage retained for the future home of the "I Feel Good" Foundation.
4. Found that the Forlando Suit was preventing traditional financing.
5. Contained generous provisions for family members and Tommie Rae to hold back items from the sale.
6. Directed that the Christie's sale take place, if possible by August 1 because of the illiquidity problem.

Family members were given a period of time after the Christie's estate tax appraisal of the household goods to select items they wished to withhold from the sale.

Plaintiff met with family members for a full day at the Beech Island home, and a member of her staff met another day, to give family members a full opportunity to select what they wished to withdraw from the sale.

No children named or grandchildren designated in the Will asked to withhold anything from the Christie's sale.

In March 2008 Levenson, with knowledge that the Estate/2000 Trust was facing a liquidity crises, moved to delay the sale.

By Order dated April 1, 2008 Judge Early directed Buchanan and Plaintiff

to sign the Christie's consignment contract, with the Grammy and about 375 additional items specifically listed.

The April 1 Order found that the Levenson clients had interfered with the sale in violation of the February 20 Order, but had not caused any damage to date.

After the April 1 Order – and long past the period for withholding items – Tommie Rae threatened to stop the sale if some furs and a Rolex watch were not withheld from the sale. After negotiations with Christies, and confirmation with the furrier that none of the furs ever belonged to Tommie Rae, Buchanan and Plaintiff withdrew certain furs and the watch from the sale.

Forlando later testified that the family – warring over other things, got together to sabotage the Christie's sale. He said that all had funds to buy anything they wanted at the sale, but were instructed by their lawyers not to buy anything.

From January through July 2008 Buchanan and Plaintiff expressed respectful and careful concern to AG McMaster about the damage the alliance of AG Jones with Cannon, Dallas and Forlando was causing.

On March 5, 2008 Messrs. Few/Gilreath amended the Complaint of the Estate/2000 Trust and JBE, Inc. against Cannon and others to increase the loss from \$12+ million to \$13 + million.

On March 7, 2008 Jg. Early issued a detailed Order declining to allow Dallas and Bradley to withdraw their resignations of November 20. For the next two years Dallas/Bradley appealed, and Cannon appealed a contempt sentence

for filing unauthorized tax returns and other actions.

In March 2008 Jg. Early issued an Order resolving the motions to dismiss the Levenson Will/Trust challenges; requiring service by publication on unknown DOE Defendants; and directing that an Heirs determination be completed even though the Estate/2000 Trust's position was that Brown had both a valid estate plan and a valid backup 1999 Will. [Ord. dtd. 3/08]

Under the Probate Code Levenson was required to name and serve all heirs and claimed heirs, including those who had been acknowledged in 2007 after passing the Peoples DNA Protocol.

By then it was known that, subject to confirming that Brown died without a spouse, which was generally known, proper determination of ALL heirs-at-death (children, plus possibly Tonya) was important to create an heirs baseline for the protection of the Copyrights to more than 800 songs Brown had given to the "I Feel Good" Trust against termination rights claims under the Federal Copyright Act.

The "I Feel Good" Trust's copyrights can be protected by termination rights cooperation agreements with only HALF of Brown's heirs, and enhanced with half +1.

On the day Jg. Early ordered that the heirs determination could proceed the status of the heirs was as follows:

1. The Estate/Trust's motions to confirm Tommie Rae was not an heir were pending.
2. Three DNA-proved heirs had been identified and acknowledged by the Estate in 2007: (1) La Rhonda, (2) Jeanette, and (3) Nicole.
3. Brown's Presumed children, by recognition in divorce proceedings, were: (4) Terry, (5) Larry, (6) Lisa, (7) Deanna, and (8) Yamma.

Brown's incarcerated son (9) Michael, was awaiting DNA testing which he had requested from prison.

In addition to the above, the following today claim to be heirs of James Brown, but either have not been allowed to take – or have refused – the Peeples DNA Protocol:

1. (10) James Curtis, a DOE Defendant in the Levenson Suit, who identified himself in 2012 and is seeking DNA testing;
2. (11) Daryl and (12) Venisha, who are recognized only in the Estate Plan they are contesting;
3. (13) Tonya, (14) James B.

In 2008 Buchanan and Pope had an appraisal of the Beech Island real estate owned by James Brown and the property which passed by survivorship to daughter Yamma.

Numerous issues arose over the Beech Island home estate, including security and maintenance issues. Buchanan and Plaintiff personally oversaw many, and worked with caretaker David Washing almost daily on security issues.

As soon as the Christie's selection for sale was complete – approximately 375 items – Buchanan and Pope began working to secure the TPP for the duration of the Will/Trust challenges, as ordered by Jg. Early.

Dr. Leonard McIntyre, a member of the Advisory Board and then Interim President of South Carolina State, traveled with Plaintiff to Aiken to meet Buchanan and to Beech Island to consider issues related to the TPP.

As a result of Dr. McIntyre's intervention, and the work of Ellen Zisholtz, director of the I. P. Stanback Museum and Planetarium, the Museum organized

volunteers to help catalogue, remove and protect numerous items of TPP and memorabilia. [A fine exhibit was also held at the Museum.]

In addition, certain items were placed on loan to the Lucy Craft Laney Museum in Augusta.

Buchanan and Plaintiff also worked with Nancy Glazer of the Augusta Museum of History, which received additional items for safekeeping under Judge Early's February 20, 2008 Order.

The South Carolina State Museum was also instrumental in the housing and protections of thousands of pages of memorabilia and items, including the Grammy which was withdrawn from the Christie's sale.

Pursuant to Jg. Early's Order, between March 2008 and May 26, 2009 when Buchanan and Plaintiff were replaced, these four institutions provided valuable protection for the James Brown items. Mr. Washington drove the automobiles on the estate to preserve them.

In March 2008 Plaintiff and Buchanan contacted a sound storage facility near Nashville, Tennessee, where entertainment counsel was located, regarding safeguarding of Brown's masters, his personal tape collection and other items.

Following instructions from the storage facility, Plaintiff oversaw the proper packaging to more than 45 boxes of property which was transported by secure transport to the sound storage facility, to be secure and available for restoration and study.

The property arrived safely and was preserved until Buchanan's and Plaintiff's replacement on May 26, 2009.

On April 8, 2008, in a 50-page Order issued after the March 7 hearing, Jg. Early reviewed in detail the positions of the parties and actions of Buchanan and Plaintiff. He found all SA and PR/Trustee service of Buchanan and Pope from their appointment to that date both ethical and appropriate.

In addition to other rulings, Judge Early directed that Cannon, Dallas and Bradley were required to pay all of the legal costs associated with Case 122. He directed that it would be paid through filings, without a hearing, in May 2008. az. The Dallas/Bradley appeal delayed the hearing, but Bradley died in 2010 and the Dallas appeal was dismissed as moot because Dallas failed to appeal the May 26, 2009 Order. The legal fees of Hayes and some of Bailey, as well as the SA fees, although obligations of the Estate/2000 Trust, should have been paid by Cannon and Dallas.

Six years after Jg. Early directed that Cannon and Dallas be required to pay all costs of their removal in Case 122; the successful briefing of Hayes in both the Cannon and Dallas appeals; and the dismissal of the Dallas appeal four years ago, the motion to charge Dallas and Cannon with these costs has not been heard.

Meeting With Attorney General and Subsequent Events

On about May 28, 2008 with the assistance of John Rainey, Buchanan and Plaintiff secured a meeting with AG McMaster which they had been seeking since January.

Buchanan and Plaintiff asked for AG McMaster's suggestion for a third PR/Trustee. AG McMaster asked AG Jones how long it would take to identify one. AG Jones said six days.

On May 28, 2008 Judge Cureton issued an order in the Dallas appeal which AG

Jones and Bell claimed left the 2000 Trust paralyzed.

In June and July 2008 AG Jones filed a petition saying that the Order of Jg. Cureton had left the 2000 Trust without a trustee. He sought the appointment of an ST. AG Jones did not criticize any work of Buchanan or Plaintiff, and the AG had never challenged either Buchanan/Plaintiff's appointment or service as Pres.

As Forlando later reported, although they were fighting over many other things, Forlando and some family members – and Dallas – worked together and with PG to damage the Christie's sale, even though nobody had appealed or even sought reconsideration of the two orders of Jg. Early which found the Christie's sale necessary to protect the Estate Plan and protect the Estate and 2000 Trust.

Dallas, PG, Forlando and William Hammond, the tax attorney terminated by the August 10, 2007 Order of Jg. Early, worked, along with former James Brown publicist Jacquelyn Hollander, to sabotage the Christie's sale.

Hammond gave a media interview questioning the Estate/2000 Trust's title and making other troubling remarks. Hollander wrote Christie's claiming a turquoise bracelet being sold was hers, and was worn on the night she claimed to have been raped by Brown. PG. questioned the provenance of certain items and wrote a threatening letter to chill the sale.

On July 8, 2009, nine days before the Christie's sale, the interference by PG, Forlando, and Dallas came to a head. Dallas and Bradley filed documents in the S.C. Court of Appeals to stop the Christie's sale.

AG McMaster, who has been fully informed of every aspect of the Christie's sale because AG Jones attended most hearings; the AG and others had access to the public "Beneficiary File" kept by Buchanan and Pope; and AG Jowers was invited to all trustee meeting of Buchanan and Plaintiff, moved to intervene.

AG McMaster, the Estate/2000 Trust and Christie's all asked the Court of Appeals to direct that the Christie's sale proceed. In briefings with the Court the catalogue was presented. The Grammy © which would later become a topic of interest, was listed in the Catalogue as No. 168.

The Estate/2000 Trust had enjoyed a cooperative relationship with the National Academy of Recording Arts & Sciences, which issues Grammys, allowing them to use Brown's image for the opening of the museum.

The sale was necessary to save the music empire, and James Brown himself had given away many of the items -- not making any attempt to keep them as part of the music empire. Further, under the S.C. Tax apportionment statute the six recipients -- five of whom were now challenging the estate plan -- were required to pay all taxes associated with the PHE given to them.

If funds had not been raised to provide some of the funding to meet the challenges of Cannon and Dallas, the Forlano Suit and the challenges to the Estate Plan, the entire "I Feel Good" Trust might now be gone.

Dallas and Other Interference With Christie's Sale

Nine days before the sale, a challenge to the sale was filed in the S.C. Court of Appeals by Dallas and Bradley. After days of briefing, etc., and with the support of the S.C. Attorney General, the Court of Appeals directed on July 14 that the Christie's sale.

The selection for sale, including the Grammy ©, had been approved by Jg. Early in his April 1 Order, The Court of Appeals also had the catalogue in the filings.

After three days of briefing, in which the Estate/2000 Trust was assisted by Tressa T. H Hayes, Esquire, the Court of Appeals directed that the Christie's sale proceed.

AG McMaster specifically asked the Court of Appeals to approve the Christie's sale. Nearly two years later – on May 19, 2010, and long after the statute of limitations had passed, the same Attorney General – speaking through Wingate, who lacked legal authority to sue on behalf of the State/AG – would claim the Christie's sale was improper. And that false allegation would be heard and repeated by the Supreme Court in May 2013.

A few days before the sale Levenson called and asked the Estate/2000 Trust to pay for his clients to attend the sale. The unspoken suggestion was that they would not cause problems if the Estate paid their way.

Buchanan and Pope advised that they could not agree to pay for the Levenson clients' attendance, but that they would not oppose a request by them for reimbursement after the sale.

About two days before the Christie's sale Kraig Fox called and offered to give the Estate a 90-day, 2 million loan – secured by the Christie's assets – to stop the sale. He said he had been working with Brown's daughters for months.

Buchanan and Pope declined because stopping the sale would have cost

\$150,000 or more; no terms were provided; no funds would have been available to pay the loan; the Estate was already almost out of money to secure the Beech Island Home and pay insurance; and Deanna's and Yamma's challenges to the Will/Trust had removed their special status with respect to the TPP.

On the day of the sale, or perhaps a day or so earlier, Buchanan and Appellant were advised by Christie's that a challenge had been filed to the sale of the Grammy®.

With Levenson present, Buchanan, Plaintiff and Christie's counsel discussed the challenge. Christie's counsel, who urged that the sale was legal and appropriate, and the Academy used threats with no legal basis to try to stop sales which were perfectly legal. [Publicity over a Stevie Wonder Grammy suggests Christie's counsel was correct.]

Plaintiff has recently inquired [See Ltr. to Robert Potter, Esq.], but believes that Christie's – not the Estate – was named on the pleadings.

The estimate for the item (#168 in the catalog) was \$15,000 - \$20,000. Buchanan and Plaintiff were told that counsel could be secured to defend the sale while the item/proceeds were held in escrow. They were told the legal defense cost was estimated to be \$5,000. Perhaps more.

Because the existence of the challenge allowed the Estate/2000 Trust to withdraw the Grammy® without penalty, Buchanan and Plaintiff made the decision to withdraw the Grammy® without further analysis.

Under Jg. Early's Order, the Grammy was returned for safekeeping to the South Carolina State Museum.

On July 27, 2008 the Estate/2000 Trust filed a motion under Jg. Early's April 1, 2008 Order to charge Dallas with the attorneys' fees to defend the filings in the Court of Appeals which the Estate/2000 Trust was successful in defeating. In June 2013 that motion has not been heard.

The Attorney General's August 10, 2008 Settlement

On July 30, 2008 AG McMaster wrote Buchanan and Plaintiff approving them as permanent trustees of the 2000 Trust.

On August 10, 2008 AG Jones, Levenson and some clients and Tommie Rae and her attorneys reached the first version of the settlement which was would be voided nearly five years later in the *Wilson v. Dallas* decision.

On August 12, 2008 AG Jones and Tommie Rae's counsel advised Jg. Early of the settlement, and Tommie Rae's counsel directed Buchanan and Plaintiff to "stand down" and stop administering the Estate. This was, of course, not possible, as clearances and transactions necessarily took place every day.

The AG's Settlement as originally conceived – which we did not see for some time:

- a. Made no mention of Copyright Termination Rights issues;
- b. Gave 25 % of Brown/ the "I Feel Good" Trust's assets to Tommie Rae;
- c. Gave 25% of Brown's/ the "I Feel Good" Trust's assets to the "Levenson clients as they may agree among themselves."
- d. Exempted all settling parties, including James B. – who was given nothing – from DNA testing.
- e. "Stipulated" that Tommie Rae would be considered Brown's spouse for all purposes, and James B. a son, and the settling children heirs. All were exempted from DNA testing.

f. The Settling Parties contracted to replace Buchanan and Plaintiff with a fiduciary they chose.

g. The Settling Parties agreed to work together to defeat the Claims of all other heirs and others.

n. Family members were given the right to purchase Brown's Besch Island Home Estate for the County tax value?

i. Levenson clients did not have to pay for the Joe Brown house they bought months earlier for \$60,000 from the Estate/2000 Trust.

At a hearing later in August 2008 the AG and others refused to release the terms of the Agreement, which they said was almost concluded.

By the end of August, Tommie Rae's counsel informed Buchanan and Plaintiff that Tommie Rae, the Attorney General and the other Settling Parties now "speak as one." Private counsel began to make representations to the Court on behalf of the AG.

The Settling Parties all steadfastly claimed that James Brown's assets were "the Attorney General's money" and that AG McMaster, because there was a challenge to the estate plan, had a right simply by entering the proceeding, to control the litigation.

The Levenson clients stopped paying on their \$60,000 loan to purchase the Joseph Brown house, which had been sold to them pursuant to Order of Jg. Early dated February 2008. It appears they have never resumed payment, even though the settlement was declared void more than a year ago.

In the summer of 2008 the Estate/Trust, through counsel Matthew

Kenneth Wingate, Esq. ("Wingate") who would sue Buchanan and Appellant if they did not drop the *Wilson v. Dallas* appeal.

A similar threat was made through Bauknight's counsel to appellate counsel.

In response Buchanan and Pope prepared and sent to Bauknight's counsel a detailed, complete Agreement Among Successors to Decedent which gave the Settling Parties virtually everything they had in the AG's Settlement except:

- a. GALs were appointed for the Minor Grandchildren; and
- b. The South Carolina Supreme Court had to approve the Settlement.

The Settling parties declined to even respond to the proposal. Instead they filed suit the Wingate Suit on May 19, 2010.

The Wingate Suit

On May 19, 2010 Attorney General Henry McMaster, Russell Bauknight "on behalf of" Henry McMaster as Attorney General of South Carolina, the McMaster Legacy Trust created by AG McMaster to hold James Brown's private property, and others sued Buchanan and Plaintiff for tens of millions of dollars in Richland County.

When a challenge was made to the Suit's not being in Richland County, Bauknight, the Plaintiffs declared that all matters in Aiken County had been concluded. Bauknight filed an affidavit asserting that both the 2000 Trust and the AG's Legacy Trust had their situs in Richland County.

While AG Wilson told the S.C. Supreme Court in March 2013 that AG McMaster never authorized Wingate to sue Buchanan and Pope in the name of the State/AG, the apparent authority for State Action through

private lawyer Wingate is less clear.

At a hearing on August 30, 2010 in the Wingate Suit, of which the Court is requested to take mandatory judicial notice under Rule 201 (d) SCRE the position of the Estate/2000 Trust (through Bauknight) and the position of other Plaintiffs was set out by Mr. Wingate to Judge Manning:

MR. WINGATE: And we are here today in connection with the Irrevocable Charitable Trust established by entertainer James Brown.

As Your Honor is aware from the pleadings, our firm represents the 15 or so Plaintiffs listed on the caption of the case...
I believe Your Honor knows Sonny Jones —

THE COURT: Yes.

MR. WINGATE — an attorney with the South Carolina Attorney General's office, one of our clients.
[AG Jones was introduced again after the lunch break.]

Wingate's partner spoke of some of the allegations, including the claimed wrongdoing associated with the Estate/2000 Trust's not accepting a \$100 million offer for the music empire made by TJBL in 2007. [The offer was actually made to Dallas and Bradley before the Buchanan/Pope appointment.] :

MR. KENDALL: Your Honor, the — they talk about a failure to — our allegations of their failure to accept a hundred million dollar offer. They may have lots of good reasons they want to put to the Court for not Having accepted that. We have lots of good reasons we're going to argue but that's a fact question.

Of the claim that the Wingate Suit should be dismissed because Aiken was the proper venue, Wingate said:

MR. WINGATE: ... Your Honor, we knew that exactly what did happen right before the lunch break would happen.

THE COURT: Yes, sir.

MR. WINGATE: And that is there'd be a whole big bowl of spaghetti, all these lawsuits that have been filed, whip them up, stir them up, mix them up, and throw out a quote, throw out a pleading, throw out a caption and try to confuse the matter and say only Jack Early could possibly sort through this mess.

This is real simple, Your Honor. There are two different things. There is the Last Will and Testament of James Brown. This is in Aiken County in the Probate Court – well actually it's in the Circuit Court in Jack Early's hands.

This, Your Honor, is the 2000 Irrevocable Charitable Trust of James Brown which was created as a separate entity prior to his death which was 2000, he died December of '06. Was funded prior to his death and is an entirely separate entity. ...

And later:

MR. WINGATE: ... And so clearly, jurisdiction and venue both lie squarely within this Court.

... This was filed by Russell Bauknight and the Attorney General and all of the family members globally in Richland County Probate Court as a Trust lawsuit.

About the Christie's sale which the Attorney General has asked the Court of Appeals to approve two years earlier:

MR. KENDALL ...

And, Your Honor, the mishandling of the auction. The only thing they give you in reference to that is Orders that authorize the Christie's Auction and you'll find that there's No order that ever says they did it right. In other words, just because the Court has handed the the keys to the car doesn't mean the Court has authorized them to run into a brick wall. [P. 41]

And later, referring to the AG's Legacy Trust:

MR WINGATE: And again, Your Honor, you see that Will just sits over there in Aiken. The Estate administration is over in Aiken. But the Settlement Trust, the Charitable Trust that receives the royalties,

the intangible assets, the intellectual property of James Brown,
is then administered in Richland County, South Carolina by
Russell Bauknight, the Trustee.....

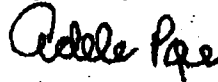
Conclusion

Without asking for offset in its Answer, the Defendant Estate/2000 Trust now
asks this Court to further damage Plaintiff by not paying her even funds earned in 2007.
This is manifestly unjust under the facts.

The Court should, on its face, declare the Wingate Suit Complaint void.

Plaintiff should be paid all amount sought in her Motion for Partial Summary
Judgment.

Respectfully submitted,



Adele J. Pope

Pro Se

June 30, 2014. .

TOBEROFF & ASSOCIATES, P.C. Exhibit A

A PROFESSIONAL CORPORATION

22937 PACIFIC COAST HIGHWAY #348

MALIBU, CALIFORNIA 90265

Tel: (310) 246-3333; Fax: (310) 246-3101

mtoberoff@toberoffandassociates.com

September 23, 2013

Via E-mail and U.S. Mail

Scott McDowell
Senior Vice President and
Head of Legal & Business Affairs
Warner/Chappell Music, Inc.
10585 Santa Monica Blvd.
Los Angeles, CA 90025

Re: James Brown Terminations under the Copyright Act

Dear Mr. McDowell:

We represent James Brown's children, Terry L. Brown, Lashonda Waller, Deanna Brown Thomas, Yanina Brown, Venisha Brown, Jeanette Mitchell Bellinger and Cinnamon Nicole Paris, and James Brown's grandchild, Sarah LaTonya Pagan a.k.a. Tonya Brown (collectively, the "Heirs"), who are believed to constitute all or a super-majority of James Brown's statutory heirs entitled to exercise termination rights under 17 U.S.C. §304. On the Heirs' behalf, we will be serving Warner/Chappell Music and others, in the near future, with statutory notices of termination regarding Mr. Brown's music.

The Heirs are informed and believe that Tomi Rae Hynie and James Brown, Jr., acting as James Brown's putative surviving spouse and child, respectively, have served purported notices of termination regarding his musical compositions (the "Tomi Rae Termination"). The Heirs are further informed and believe that the Tomi Rae Termination is being handled by a representative of the Estate of James Brown, despite the glaring conflicts of interest that this would appear to entail.

This letter is to notify Warner/Chappell Music that the Heirs vigorously contest the validity of the Tomi Rae Termination and the standing of Tomi Rae Hynie and James Brown, Jr. to serve any notices of termination under the Copyright Act regarding James Brown's music.

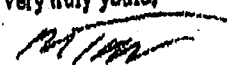
The Heirs' claim is based, without limitation, on the well-known fact that when Ms. Hynle purported to marry James Brown in December 2001 she was already married to Javed Ahmed (since 1997). The Heirs contend that this rendered her 2001 marriage void, and that the 2004 default judgment thereafter obtained by Ms. Hynle from a South Carolina family court, annulling her marriage to Mr. Ahmed, did not resuscitate Ms. Hynle's 2001 marriage to Mr. Brown pursuant to the recent on-point decision of the South Carolina Supreme Court in *Lukich v. Lukich*, 379 S.C. 589, 592 (2008) ("The question is whether the [2003] annulment order declaring Wife's first marriage void *ab initio* relates back so as to validate her purported 1985 marriage." "While an annulment order relates back in most senses, it does not have the ability to validate the bigamous second (1985) 'marriage.'").

Furthermore, Ms. Hynle's default judgment in *Tami Rae Hynle v. Javed Ahmed* has no claim or issue preclusion effect on the Heirs as they were not parties to that action, and, in any event, the purported findings of fact and conclusions of law in that default judgment have no issue preclusion effect because such issues do not appear to have been "actually litigated" on the merits. See *State v. Bacote*, 331 S.C. 328, 330-31 (1998) ("In the context of a default judgment, collateral estoppel or issue preclusion does not apply because an essential element of that doctrine requires that the claim sought to be precluded actually have been litigated in the earlier litigation."). The Heirs' challenge to James Brown, Jr. is based, among other things, on his refusal to take a simple Court-supervised DNA test verifying that he is James Brown's child.

Please be further advised that these essential legal matters will be the subject of pending litigation in the South Carolina courts or in an alternative forum.

We hope to keep you well advised as this process marches towards a resolution. In the meantime, the Heirs and I look forward to an amicable relationship with Warner/Chappell Music regarding their statutory termination interests, and the future of James Brown's music.

Very truly yours,


Marc Tobéoff

cc: Kelly Burnett via E-mail, Senior Director, Legal & Business Affairs
Warner/Chappell Music, Inc.

Exhibit B

STATE OF SOUTH CAROLINA
COUNTY OF SPARTANBURG

IN THE COURT OF COMMON PLEAS
FOR THE
SEVENTH JUDICIAL CIRCUIT

AstraZeneca Pharmaceutical, LP,

Plaintiff

vs.

Alan Wilson, in his capacity as Attorney
General for the State of South Carolina,

Defendant

Affidavit of Nathan M. Crystal on
behalf of the Plaintiff

The undersigned, Nathan M. Crystal, provides the following affidavit under oath:

ROLE AND EXPERT QUALIFICATIONS

1. I am providing this affidavit with regard to the propriety of the contingent fee agreements between the defendant, Attorney General Wilson, and special counsel in the case of *State v. AstraZeneca Pharmaceuticals, LP*.

2. My qualifications to give expert testimony include the following: I am a Distinguished Visiting Professor of Law at the Charleston Law School and Class of 1969 Professor of Professional Responsibility and Contract Law Emeritus at the University of South Carolina School of Law. I have taught professional responsibility and related subjects for more than 30 years. I am the author or coauthor of three books on Professional Responsibility and Legal Ethics, along with numerous articles in this field. One of my books is *THE ANNOTATED SOUTH CAROLINA RULES OF PROFESSIONAL CONDUCT* (2010 ed.) (with Professor Robert Wilcox), a comprehensive treatment of professional ethics in this state. I write a bi-monthly column on legal ethics for the *South Carolina Lawyer* entitled "Ethics Watch." I was a member of the South Carolina Bar's Ethics Advisory Committee for more than 15 years and have authored a

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The United States Attorney is the representative not of an ordinary party to a controversy, but of a sovereignty whose obligation to govern impartially is as compelling as its obligation to govern at all; and whose interest, therefore, in a criminal prosecution is not that it shall win a case, but that justice shall be done. As such, he is in a peculiar and very definite sense the servant of the law, the twofold aim of which is that guilt shall not escape or innocence suffer. He may prosecute with earnestness and vigor—indeed, he should do so. But, while he may strike hard blows, he is not at liberty to strike foul ones. It is as much his duty to refrain from improper methods calculated to produce a wrongful conviction as it is to use every legitimate means to bring about a just one. *United States v. Berger*, 205 U.S. 78, 82 (1935).

This obligation of the prosecutor to seek justice has been incorporated into the South Carolina Rules of Professional Conduct. Comment 1 to SCRPC 3.8 provides: "A prosecutor has the responsibility of a minister of justice and not simply that of an advocate." The Standards for the Prosecution Function of the American Bar Association state: "The duty of the prosecutor is to seek justice, not merely to convict." Standard 3-1.2(c).

16. The obligation to seek justice applies to governmental attorneys in civil cases as well as criminal prosecutions. As the Supreme Court of Rhode Island stated in *State of Rhode Island v. Lead Paint Industries Assn., Inc.*, 951 A.2d 428 (R.I. 2008), one of the main cases relied on by the State in opposing Lilly's motion for disqualification:

While the just-quoted passage from the Supreme Court's unanimous opinion in the *Berger* case related to a federal criminal prosecution, it is our conviction that the same philosophy should guide each and every undertaking of the Attorney General of this state. It is the duty of the Attorney General to seek "that justice shall be done" not only in the context of criminal prosecutions but also while he or she carries out all the functions of that high office—including engagement in litigation in the civil arena. *Id.* at 472-473.

The court went on to say: "However, due to the special duty of attorneys general to seek justice and their wide discretion with respect to same, such contractual relationships must be accompanied by exacting limitations." *Id.* at 474-475. Accord *County of Santa Clara v. Superior Court*, 235 P.3d 31 (Cal. 2010) where the court throughout the opinion

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STATE OF SOUTH CAROLINA

COUNTY OF AIKEN

Adele J. Pope,

Plaintiff,

v.

Estate of James Brown, Deceased; The
James Brown 2000 Irrevocable Trust; Russell
L. Bauknight, Individually, as former
Executor de son tort, and in every current
and former fiduciary status claimed or held as
to the Estate of James Brown and the James
Brown 2000 Irrevocable Trust,

Defendants.

AND:

Robert L. Buchanan, Jr.,
Interested Party.

) IN THE COURT OF COMMON PLEAS

) Case No. 2013-CP-02-1337

) AFFIDAVIT OF
) ADELE J. POPE

7 2 14
[Signature]
D.C.P. & G.S.
[Signature]
Deputy Clerk

PERSONALLY APPEARED BEFORE ME, Adele J. Pope, who, being duly
sworn, deposes and says:

1. I am over 18 years of age.
2. This affidavit is based on my own knowledge.
3. As additional support for my Motion for Partial Summary Judgment, I
incorporate each fact stated in the Memorandum of Partial Summary Judgment
dated June 30, 2013, which I prepared, as fully as if set out herein.
4. I ask the Court to take mandatory judicial notice under Rule 201(d) SCRE of
facts contained in all orders and documents reference therein, to show the actions
taken on behalf of the Courts, the Estate/2000 Trust, Robert L. Buchanan, Jr., others,

and myself since March 7, 2007.

FURTHER DEPONENT SAYETH NOT.

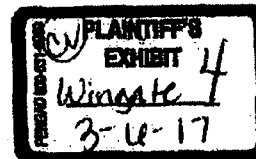
Adele J. Pope
ADELE J. POPE

SWORN TO before me this
30th day of June, 2014

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

D:\Data\Local\BROWN ADMINISTRATION\1337 Affidavit Support\ SJ.PARTIAL..2014.MAY.wpd

01 STATE OF SOUTH CAROLINA)
02) IN THE COURT OF COMMON PLEAS
03 COUNTY OF RICHLAND) FIFTH JUDICIAL CIRCUIT
04 Russell L. Bauknight, as Trustee)
05 of the James Brown 2000 Irrevocable)
06 Trust and the James Brown Legacy)
07 Trust, as Personal Representative) Civil Action No.:
08 of the Estate of James Brown, and) 2010-CP-40-4900
09 on behalf of Henry Dargan McMaster,)
10 in his capacity as Attorney General)
11 of the State of South Carolina;)
12 Tommie Rae Brown, individually and on)
13 behalf of her minor child Janise B.;)
14 Lindsey Delores Brown; Deanna J.)
15 Brown Thomas; Jason Brown-Lewis;)
16 Yamma N. Brown, individually and on)
17 behalf of her minor child Sidney L.)
18 and Carrington L.; Tonya Brown;)
19 Venisha Brown; Larry Brown; and)
20 Terry Brown,)
21) AND)
22)
23 Henry Dargan McMaster, in his)
24 capacity as Attorney General of the)
25 State of South Carolina; Tommie Rae)
26 Brown, individually and on behalf of)
27 her minor child, James B. II; Daryl)
28 J. Brown, individually and on behalf)
29 of his minor child Janise B.; Lindsey)
30 Delores Brown; Deanna J. Brown Thomas;)
31 Jason Brown-Lewis, Yamma N. Brown,)
32 individually and on behalf of her)
33 minor child Sydney L. and Carrington)
34 L.; Tonya Brown; Venisha Brown;)
35 Larry Brown; and Terry Brown,)
36)
37 Plaintiffs,)
38 vs.)
39)
40 Adele J. Pope and Robert L. Buchanan,)
41 Jr.,)
42 Defendants.)
43 - - - - -)



01	- - - - -		
02	EXHIBITS		
03	PLAINTIFF'S		
04	1	RECAPITULATION	12
05	2	SUMMARY OF ACTIVITIES OF ROBERT L.	77
06		BUCHANAN, JR.	
07	3	CUSTODY RECEIPT FOR DOCUMENTS OF THE	84
08		ESTATE	
09	4	ACCOUNTING COVERING 11/20/07 - 6/20/08	84
10	5	ACCOUNTING COVERING 11/20/07 - 5/20/09	94
11	- - - - -		
12	STIPULATIONS		
13	IT IS STIPULATED AND AGREED BY and between counsel		
14	appearing for the respective parties that: the		
15	deposition of ROBERT L. BUCHANAN, JR. shall be taken		
16	pursuant to agreement of the parties, for purposes of		
17	discovery, cross-examination and all other purposes		
18	permitted by the South Carolina Rules of Civil		
19	Procedure.		
20	The deposition is taken by agreement as to the time		
21	and place, and all formalities respecting the taking,		
22	transcribing and filing of the deposition are waived.		
23	All objections are reserved until the time of trial		
24	or other use of the deposition, except objections as to		
25	the form of the question and the responsiveness of the		
26	answer.		
27	The reading and signing of the deposition by the		
28	deponent is not waived.		

01 <IT SHOULD BE NOTED that Russell Bauknight is also
02 present for this deposition.>

03 - - - - -

04 MR. KENDALL: This is a continuation of a
05 deposition that was started in February of 2013 and
06 we are going to conclude it today.

07 - - - - -

08 ROBERT L. BUCHANAN, JR.
09 having been first duly sworn, was examined
10 and testified as follows:

11 - - - - -

12 EXAMINATION

13 BY MR. KENDALL:

14 Q. And Mr. Buchanan, I'm Rhett Kendall and I
15 represent Russell Bauknight and other defendants in what
16 we call the 4900 case. I think you're aware of that. I
17 think you're well familiar with our rules that govern
18 depositions. Are you familiar with the rules of --
19 well, South Carolina Rule 30(j) and it's requirements?

20 A. Yes.

21 Q. All right. I want to -- I know you spent two
22 days in depositions but there are just a few background
23 things I want to go through and then we'll move on to
24 this case. Your involvement in the James Brown Estate,
25 when did it first begin? What was your first contact

Questions
Depositions of Kenneth Wingate, Esq., and Everett Kendall, Esq.
Aiken County Case No. 2013-CP-02-1337
March 6, 2017

1. Conduct of the Deposition

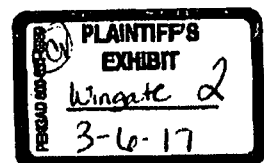
- a. Order of the Honorable Jean H. Toal, Setting Depositions
- b. Motion to Quash Subpoenas
- c. Representations of Mr. Kendall and Mr. Wingate re: knowledge

2. Who are Considered Clients of Wingate Firm Today?

- a. Plaintiffs listed on 2017 Deposition of Robert Buchanan, Jr.
- b. Attorney General Alan Wilson?
- c. Bauknight "on behalf of" Attorney General Alan Wilson?
- d. Bauknight "on behalf of" Tomirae and James B?
- e. The James Brown Legacy Trust?
- f. Plaintiffs listed on Complaint on May 19, 2010?
- g. Signatories to Wingate Litigation Retention Agreement?
- h. Joint Interest and/or Attorney/Client Relationship with David Bell, Esq. ? Louis Levenson, Esq.? Freddie Kingsmore, Esq.? Other Nexsen Pruet? Alan Medlin Esq.? Other Hynie lawyers? Other lawyers for 2010-CP-40-4900 ("Wingate Suit") Plaintiffs in other cases?
- i. Any documents to confirm any claimed joint interest ?

3. Changed Attorney/Client Relationships Since Wingate Suit Filed ?

- a. Did AG Wilson become Client on January 11, 2011? Any confirmation?
- b. Has Bauknight had authority to act "on behalf of" AG Wilson since January 2011?
- c. Who has authorized, voted on, participation of Legacy Trust in Wingate Suit since



January 2011? Since May 8, 2013?

- d. Did any Attorney/Client relationship with Levenson change **as to Daryl Brown** when Daryl fired Levenson?
 - e. Did Wingate Firm establish or re-establish Attorney/Client Relationship with Daryl or Bell when Daryl denounced McMaster settlement; fired Levenson and hired Bell?
 - f. Did Wingate Firm modify Attorney/Client relationship **as to Terry Brown** with Matt Bodman and/or David Bell when Terry assigned his rights under James Brown's Estate to Forlando in 2011 and Forlando fired the Wingate Firm in 2012?
 - g. Did Wingate Firm establish/re-establish Attorney/Client relationship with Terry and/or John Donsbach and/or Scott Kenily when Terry hired them?
 - h. Did Attorney/Client relationship **as to Deanna, Yamma, Jason Lewis, Yamma, Yamma's minor children and Venisha** change when they terminated Levenson and engaged Toberoff and Parker Poe?
 - i. Does the Wingate Firm claim today an Attorney/Client Relationship and/or joint defense privilege with any of Parker Poe, Bell, Levenson, Bodman, Donsbach, or Kenily?
 - j. Does the Wingate Firm claim today any Attorney/Client relationship and/or joint defense privilege with the Estate/2000 Trust of James Brown, through David Sojourner, Esq., and/or through Russell Bauknight? If so, which?
 - k. Does the Wingate Firm's representation of Tomirae and Bauknight as agent for Tomirae and her minor son create an irreconcilable conflict with claiming the Attorney/Client or joint interest privilege with most Wingate Suit Plaintiffs and their lawyers?
 - l. Has Venisha's being incarcerated throughout been a problem with either the Levenson claim to speak for her, or Deanna's problematic POA?
- 4. Non-Privileged Background Reviewed by Wingate Firm Before May 19, 2010?**
- a. Hynie handwritten admissions that she was married, living in Texas and possibly pregnant before meeting and conducting ceremony with Brown ("Hynie Notes")?
 - b. Orders of Judge Early dated March 7, August 10 and November 20, 2007?

- c. Motion of Buchanan/Pope re: formula for valuation of Brown's Copyrights and Publicity Rights filed November 2007, and hearing transcript Nov. 15, 2007?
- d. Inventory & Appraisement ("I&A") prepared by Tax Specialist William Hammond and filed November 15, 2007, valuing assets based on \$100 million TJBL offer?
- e. Orders of Jg. Early dated February 20 and April 1, 2007 approving and directing conduct of the Christie's sale and other actions; Dallas filings, AG's response and Order of Judge Cureton dated July 14, 2008 denying Dallas attempts to stop July 17 Christie's sale.?
- f. Motion of Estate/2000 Trust for costs of interference with Christie's sale dated July 27, 2008, and return of Levenson clients to Motion?
- g. Petition of Wingate Suit Plaintiff James B. for Review of Compensation of Buchanan and Pope filed March 2009, and response of Buchanan and Pope?.
- h. Orders of Judge Early dated January 8, March 7, and April 8, 2008 re: conduct and compensation of Buchanan and Pope?
- i. Estate Tax Return and attachments filed by William Sellars, CPA?
- j. Email of Alan Medlin re: DNA Order and meeting of July 31, 2008, with Sr. Asst. AG Sonny Jones and Dr. Cox, after which Medlin reported:

"He [Dr. Cox] claims the value of the estate has been significantly diminished because of Adolph. He said they were going to offer in the range of 65-70 M in November. Now he thinks we would get offers for 35 - 40 M. Don't know what I think of him, but that part was interesting. **Sonny of course was all over that so he can attack Adolph.** " [Emphasis supplied.]

- k. Do you know who Mr. Medlin meant by "Adolph"?
- l. Email of Medlin, August 2009 proposing valuing James Brown assets like Estate of Harlan Howard and valuing the Publicity Rights at ZERO.

5. The Wingate Suit Parties and Complaint - 2010

- a. Do you agree that McMaster has waived any Attorney/Client privilege as to who authorized the bringing and conduct of the Wingate Suit in his name as AG and/or Bauknight to act "on behalf of" the AG?
- b. Who made the decision for McMaster not to sign the Wingate Litigation

Retention Agreement? When?

- c. Who made the decision not to tell McMaster that he was a named Plaintiff, or that Russell was a named Plaintiff "on behalf of the Attorney General..." ?
 - d. What interactions with Bob Cook? John McIntosh? Sonny? Mary Frances? Others?
 - e. Who, other than Henry McMaster, was in the meeting with Kendall and Wingate?
 - f. Did McMaster make clear that he did not want to sue Buchanan and Pope?
 - g. At what point was the decision made to put/leave the AG as a Plaintiff in the Wingate Suit and allow Russell Bauknight to be a Plaintiff "on behalf of" the AG ?
 - h. Who made the decision for most clients not to sign the Wingate Agreement?
 - i. Are all claims based on representations by Medlin, Levenson, Bell and Bauknight, rather than record?
 - j. Were you the one who advised AG Henry McMaster he would breach his fiduciary as AG if he did not sue Bob Buchanan and Adele Pope on May 19, 2010?
 - k. If not, do you know who was?
 - l. If you were, what investigation did you make to determine this?
 - m. Did your inquiry not show that any 1-year statute of limitations had expired as to every claim except the claim that Bob and Adele should not be conducting the appeal of the McMaster settlement?
 - n. Do you agree that Gov. McMaster did not know he was a Plaintiff until after he left office? Do you agree he did not know he authorized Russell Bauknight to act "on behalf of the Attorney General..." in the Wingate Suit?
 - o. First Wingate Suit Hearing – Sonny Jones introduced as one of clients.
 - p. Did Sonny tell you that all matters were completed in Aiken County?
6. 2011 - AG Wilson, Bauknight's FOIA Intervention/Consolidation Efforts; \$4.7 Million Value; Wingate Litigation Retention Agreement; Legacy Trust

- a. In January 2011, did AG Wilson, through anyone other than Sonny Jones and/or Russell Bauknight, take action to ratify the continuation of the Wingate Suit by the AG and by Bauknight on behalf of the AG?
- b. Did AG Wilson and/or Russell on behalf of AG Wilson or Terry Brown suggest any action to amend the Wingate Suit Complaint after AG McMaster, Levenson, Medlin and Bell amended the Legacy Trust at the end of 2010?
- c. Did AG Wilson or Bauknight on behalf of the AG make any effort to amend the Complaint after AG Wilson and Bauknight told the Appellate Court that James Brown's music empire was worth only \$4.7 Million, not the \$84 Million reported by Buchanan and Pope in sworn IRS documents?
- d. Did AG Wilson or Bauknight on behalf of the AG make any effort to amend the Wingate Suit Complaint when the AG and Bauknight began claiming that Bob Buchanan and Adele Pope had intentionally overstated the at-death value on the James Brown estate tax return for the improper purpose of obtaining a \$5 Million commission on a \$5 Million estate?
- e. Do you believe such an amendment was necessary?
- f. Did AG Wilson and/or a member of his staff other than Sonny Jones,, to your knowledge, review or specifically ratify the Wingate Firm's Motion to Dismiss the Appeal and Writ of Prohibition which addressed the question of the legality of a private law firm suing in the name of the AG?
- g. Did AG Wilson specifically authorize you to move for the AG, Bauknight, acting on behalf of the AG and also Tomirae; other Wingate Suit Plaintiffs, to try to intervene in, and stop, the release of the Wingate Litigation Retention Agreement?
- h. Did AG Wilson authorize you, or Bauknight on behalf of the AG, to try to intervene in the August 3, 2011, FOIA Suit to try to prevent release of the \$4.7 Million appraisal? the 2011 Legacy Trust Amendment?
- i. Did you see the claimed \$4.7 Million appraisal of the music empire? If not, do you think you needed to see it if you were suing Bob and Adele for not accepting a \$100 million offer?
- j. Did you attend the oral argument in *Wilson v. Dallas* appeal on November 1, 2011? Did you understand the serious potential conflict between Tomirae and James Brown's "I Feel Good" Charity in relation for Federal Copyright Act Termination Rights if she's not the spouse?
- k. Did you assess whether claiming Tomirae is the wife despite overwhelming

- v. Did you coordinate your work with David Bell?

9. 2014 - 2016 Continued FOIA Action by Wingate Firm and Bauknight

- a. Who authorized continued action by the Wingate Firm with the AG during the period from 2013 to 2016 to prevent FOIA compliance as to the Hynie Notes; the \$4.7 Million appraisal; the Wingate Litigation Retention Agreement; and the Legacy Trust 2011 amendment?
- b. Did someone in the AG's office authorize the continued action by the Wingate Firm on behalf of the AG as a Plaintiff; Bauknight as the AG's agent; and the Legacy Trust?
- c. Who authorized the AG's Motion to Consolidate Discovery in this Suit and the Wingate Suit?
- d. Who at the AG's office determined that the issues in the Wingate Suit, two FOIA suits and this case, Aiken 1337, were appropriately consolidated?
- e. Did Russell Bauknight, acting on behalf of the AG, make the determination?
- f. Did AG Wilson specifically withdraw the termination of the Wingate Firm in 2016, or did the Wingate Firm withdraw its motion to be relieved as counsel without specific authorization?
- g. Who at the AG's office authorized you to engage 9 experts to testify on behalf of the Wingate Suit Plaintiffs against Adele Pope?
- h. Do you now have a clear, irreconcilable, conflict with most Plaintiffs including Brown's Estate and 2000 Trust, asserting Tomirae is not Brown's spouse?
- i. What action have you taken since former AG McMaster announced under oath in the Wingate Suit that he did not authorize the Wingate Firm to name him as a Plaintiff?
- j. What action have you taken since October 18, 2016 when former AG McMaster testified for the second time under oath that he did not authorize the Wingate Suit to be filed in his name as AG, and confirmed that he did not authorize Russell Bauknight to act as his agent in the Wingate Suit and did not know that he was a Plaintiff until after he left office?

10. 2017 Did Attorney General Wilson Authorize the Buchanan Deposition, Etc.?

STATE OF SOUTH CAROLINA

COUNTY OF AIKEN

Adele J. Pope,

Plaintiff,

v.

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

Defendants.

) IN THE COURT OF COMMON PLEAS

) Case No. 2013-CP-02-1337

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

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

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

4. On May 19, 2010 Tommie Rae Hynie ("Hynie"), Will contestants represented

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CCOP & OS

Deputy Clerk

2948

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

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

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

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

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

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

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

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

ap
2

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

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

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

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

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

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

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

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

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

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

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

1. Defendants' Designated Expert Mark Hobbs, CPA

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

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

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

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

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

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

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

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

[Hobbs 97 - 312]

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

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

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

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

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

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

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

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

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

2. Defendants' Designated Expert Tiffany Provence, Esq.

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

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

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

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

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

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

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

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

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

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

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

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

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

period, shows:

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

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

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

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

Nice to speak...

I am also checking with my insurance carrier to make sure

Expert testimony is covered under my policy...

My billing rate is \$500 an hour...

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

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

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

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

Attached are additional documents for you [sic] review.

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

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

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

Herbsman emailed:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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phone conference." [H. 253 -257]

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

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

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

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

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

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

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

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

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

4. Defendants' Designated Expert Julian Walker, Esquire

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

5. Defendants' Expert Laura Woolley, AAA

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

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

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

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

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

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

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

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

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

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

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

a. In January 2007 Ms. Woolley left Julien's auction house. Mr. Julien had worked with Albert "Buddy" Dallas in 2007 on a proposed sale of Brown's TPP, but became embroiled in controversy when he spoke to the *Metro Spirit* newspaper and some family members, represented by Levenson, objected.

b. Because of the *Metro Spirit* article and dissatisfaction of some family members, Bob and I decided not to consider Julien's as the agent for the sale which took place at Christie's in July 2008.

c. Ms. Woolley's file, which is attached as Exhibit E, does not indicate that she was told of the Julien's controversy; of AG McMaster's endorsement of the Christie's sale in Court of Appeals filings; or of the 3 court orders approving the sale.

d. Even though the Wingate Suit was filed almost seven years ago, it appears that Gende's first contract with Laura Woolley was November 10, 2016.

e. In an email sent at 7:58 am November 11, Gende said:

Thank you for speaking with me yesterday about this matter. I look forward to receiving your rate sheet and CV and speaking with you in more detail about this matter.

f. By email dated November 12 at 3:10 pm Ms Woolley sent Gende her CV and said her charge was \$225 per hour for appraisal work and \$450 an hour for expert witness work. [W10}

g. Gende appears to have sent Ms. Woolley only 1 document, on November 22. It is a copy of a March 27, 2008 letter to Bob and me from The James Brown Legacy, Inc., Atlanta Georgia.

h. The TJBL Letter of Intent dated March 27 proposes to purchase all of the assets in the Christie's Estate Tax Appraisal for \$2 million on behalf of Terry Brown, referred to as "sole heir to the Estate of James Brown and TJBL.

i. On November 27 at 4:08 pm Gende asked Ms. Woolley if she would "Have a few minutes for a phone call on Monday..."

j. On November 28, 2016 Gende wrote Billy, with a copy to Ms. Woolley, stating:

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

- i. On November 28 at 2:22 Billy send this contact information to Ms. Woolley. [W. 17]
- k. On December 2, after being unable to get an agreed date, I noticed Ms. Woolley's deposition for January 2017.
- l. On December 20 at 11:22 Gende asked Ms. Woolley if that day would be convenient for a brief telephone conference.
- m. On January 4, 2017 Gende emailed Woolley saying he was "following up on "some document matters in this case," and said his associate Paul Kent ("Kent") would be getting in touch.
- n. On January 11, when asked by Kent in an email for her emails, Woolley said:

I can send you every email I have, they are simply logistic messages that express interest in setting up phone calls as well as my forwarding of the message received from Pope regarding depositions scheduling...
- o. On Friday, January 13, 2017, I received Ms. Woolley's file.

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

Defendants' Designated Expert Roger Miller

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

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

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

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

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

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

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

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

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

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

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

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

m. The next contact is emails regarding a December 20 phone meeting.

n On January 10, 2017 at 2:29 Kent follows up on subpoena compliance. [K 32]

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

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

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

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

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

Defendants' Expert Brad Sharp

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

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

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

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

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

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

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

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

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

Defendants' Expert Ellison Thomas, CPA

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

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

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

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Defendants' Expert Nathan Crystal, Esq.

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

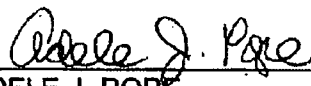
69. In addition, Defendants have refused to produce an *ex parte* "ethics" opinion delivered to Jg. Early by Russell/NP on or about July 8, 2013 purporting to opine that it was appropriate for Russell to now defend the estate plan he had been seeking to dismember since 2008.

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

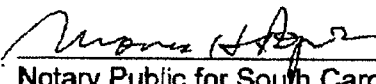
71. To the extent that AG Wilson is helping cover up these activities and thwarting their investigation, I am informed and believe that he is doing a disservice to the State and to James Brown's "I Feel Good" Charity.

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

FURTHER DEPONENT SAYETH NOT.


ADELE J. POPE

SWORN TO before me this
17th day of January, 201~~9~~⁴


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

OK
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Search emails

Inbox

To me

Sent

Drafts

Trash

Spam

DOMINICK ESTATE

DUNCAN

GRAHAM FOUNDA

GRANT McDONAL

Junk E-mail

SPAM

FWD: CASE 1337



Adam Silvernail ▾ ⌘

adele pope

3/17/2020 7:57 AM

From Adam Silvernail ▾
adam@silvernaillawfirm.com

To adele pope

Here is the 9/6/17 email.

----- Forwarded message -----

From: **Adam Silvernail** <adam@silvernaillawfirm.com>

Date: Wed, Sep 6, 2017 at 5:38 AM

Subject: Case 1337

To: Burl F. Williams <BWilliams@nexsenpruet.com>, William G. Newsome <BNewsome@nexsenpruet.com>

Cc: Walter Bundy <walter@bundymcdonald.com>

Dear Burl and Billy:

In line with Judge Early's request that the parties consider global settlement if this matter and case 490

1337 Defendants/4900 Plaintiffs pay \$10 million to the Pope-Brown Foundation or such other charity as

1337 Defendants/4900 Plaintiffs pay \$9 million to Adele Pope.

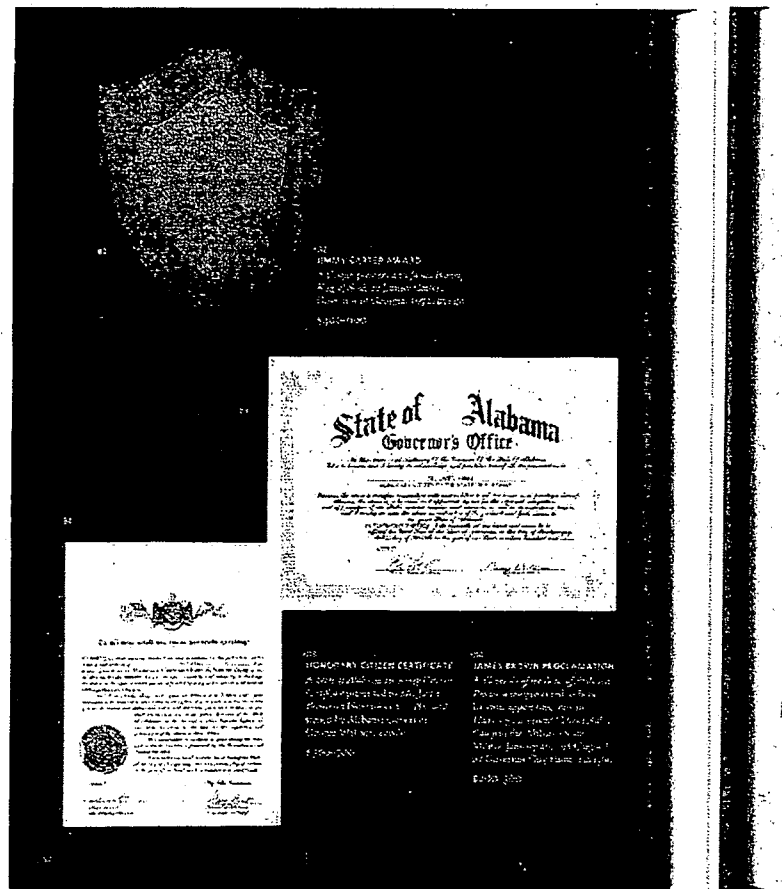
All amounts payable within 30 days.

Adam

Sent from my iPhone

--
--**Law Office of Adam T. Silvernail, LLC**
1905 Marion Street (29201)
Post Office Box 7995
Columbia, South Carolina 29202-7995
803/779-1770

More



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BURGUNDY SUIT
A burgundy suit with
and pants in the same fabric.
\$2,000 - \$3,000



31
RED SUIT
A dark red suit with a dark red
jacket and pants in the same fabric.
\$2,000 - \$3,000

Lot 86 as presented by Christie's sold for \$1,000 in 2008

[illegible]

JAMES BROWN PERFORMANCE WOMEN RED SUIT
A real woman will wear it James Brown, including a real
tail, matching white pants, all black eye, and
extra long fingered suit jacket featuring sequin lapels
and epaulettes, two inch longer at the elbows and
undersides. Brown wore this suit in performance often
and can be seen in photographs from the Chicago, Irish
Carnival in 2014. The studio Rares First Time concert where
Brown performed with Sade, 2003's live in concert in
London, the 47th annual GRAMMY Awards where he
performed with Usher, the 2009 Cold Chisel's concert and
in concert at The House of Blues, Chicago

PROSELYTIZE LBJ by the James Brown Collection
Chicago, New York, solo number 2118, Feb. 17, 2006
\$1,370 + 100%



- Julien's

9

The same lot presented by Julien's sold for \$6,875 in 2011

2971



112

LEATHER VEST
An early 20th-century leather vest with two large patch pockets and a buttoned placket.
\$1,200-\$1,500



113

RED SUIT
A red suit, consisting of a jacket and trousers, made of a heavy material.
\$1,200-\$1,500



114

PHOTOGRAPH
A black and white photograph of a man standing in a doorway, wearing a dark suit.
\$200-\$300



115

SWISS SWISS DIAL
A Swiss watch with a dial featuring the words 'SWISS SWISS' and a decorative design.
\$100-\$150



116

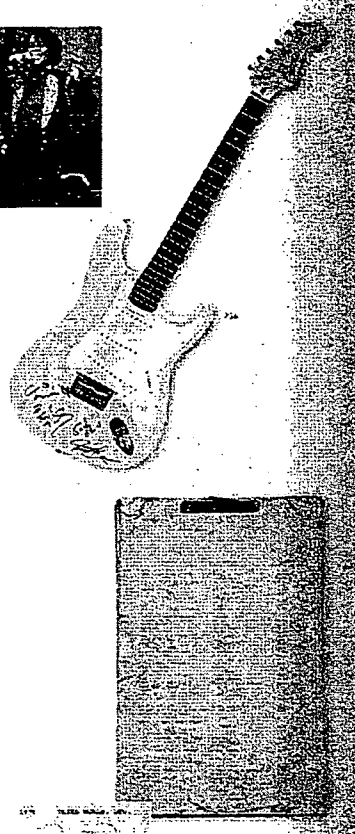
PRACIFIC
A small, rectangular box with the word 'Shine' written on it.
\$200-\$300

Lot 113 as presented by Christie's sold for \$500 in 2008

2972



725
112 Westwood 20-2



726
112 Westwood 20-2

725
JAMES BROWN STAGE WORN SLAT
A dark, sleeveless vest worn by James Brown, photographed during his performance at the Apollo Theater in New York City, circa 1962. The vest is made of a dark, textured material and features a small, light-colored patch on the left chest. It is signed by James Brown in the center of the chest.

PROVENANCE: For 112, "The James Brown Collection," Christie's, New York, September 11-12, 2012, lot 112, 2012.
\$600-800

726
JAMES BROWN SIGNED AND INSCRIBED GUITAR
A Fender Telecaster guitar, signed and inscribed by James Brown. The guitar is white with a dark pickguard and a dark neck. It is signed "James Brown" on the body and "Telecaster" on the neck. It is also inscribed with "Fender Telecaster" and "Made in U.S.A.".

PROVENANCE: For 112, "The James Brown Collection," Christie's, New York, September 11-12, 2012, lot 112, 2012.
\$100-200

727
JAMES BROWN SIGNED CONTRACT
A handwritten contract for James Brown's performance at the Apollo Theater, New York City, circa 1962. The contract is signed by James Brown and features a small, light-colored patch on the left chest. It is signed "James Brown" on the body and "Telecaster" on the neck. It is also inscribed with "Fender Telecaster" and "Made in U.S.A.".

PROVENANCE: For 112, "The James Brown Collection," Christie's, New York, September 11-12, 2012, lot 112, 2012.
\$400-600

728
JAMES BROWN OWNED AND SIGNED SHOES
A pair of James Brown's black and white high-top sneakers. The sneakers are signed by James Brown on the side of the right shoe. They are also inscribed with "Fender Telecaster" and "Made in U.S.A.".

PROVENANCE: For 112, "The James Brown Collection," Christie's, New York, September 11-12, 2012, lot 112, 2012.
\$800-1200

729
THE AMERICANS TEST PRESSING
A 45 rpm test pressing of the single "The Americans" by The Americans. The test pressing is signed by The Americans and features a small, light-colored patch on the left chest. It is signed "The Americans" on the body and "Telecaster" on the neck. It is also inscribed with "Fender Telecaster" and "Made in U.S.A.".

PROVENANCE: For 112, "The James Brown Collection," Christie's, New York, September 11-12, 2012, lot 112, 2012.
\$100-200

730
THE EVERLY BROTHERS SIGNED ACOUSTIC GUITAR
A Gibson acoustic guitar, signed by The Everly Brothers. The guitar is dark with a light-colored pickguard and a dark neck. It is signed "The Everly Brothers" on the body and "Gibson" on the neck. It is also inscribed with "Gibson Acoustic" and "Made in U.S.A.".

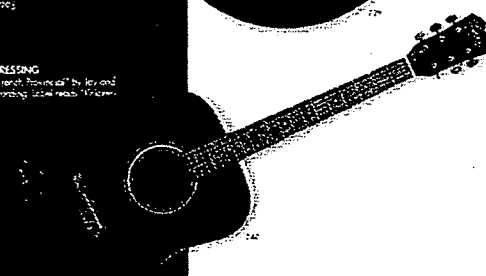
PROVENANCE: For 112, "The James Brown Collection," Christie's, New York, September 11-12, 2012, lot 112, 2012.
\$100-200



728



729



730

James Brown 312

The same lot presented by Julien's sold for \$3,750 in 2012

2973



132
GOLD SUIT
A two-piece gold suit with wide notched lapel and wide-leg trousers.
\$2,000 - 3,000



133
GOLD SUIT
A two-piece gold suit with wide notched lapel and wide-leg trousers.
\$2,000 - 3,000



134
GOLD JUMPSUIT
A two-piece gold jumpsuit with wide notched lapel and wide-leg trousers.
\$2,000 - 3,000



135
GOLD JUMPSUIT
A two-piece gold jumpsuit with wide notched lapel and wide-leg trousers.
\$2,000 - 3,000

Lot 138 as presented by Christie's sold for \$625 in 2008



56 Music Items

95 JAMES BROWN CHECKED SUIT
A single-breasted checked 1970s suit owned and worn by James Brown. The suit comprises a pair of trousers, a cropped jacket with wide lapels and a brown and white checked pattern, and a brown velvet bolero embellished with ivory crystals. Brown wore similar suits in a variety of colors on his 1978 tour. Brown is seen here in the same or similar suit.

PROVENANCE lot 261, The James Brown Collection, Christie's, Rockefeller Plaza, New York, Sale number 2116, July 17, 2008

\$500-700

96 JAMES BROWN CUSTOMER GOLD SATIN SUIT
A custom gold satin suit owned by James Brown. The suit comprises a pair of trousers and a matching single-breasted jacket with American-embroidered lapels and epaulettes, decorative chrome buttons and fringe to the epaulettes, lapels, sides and sleeves. No labels or sizes present. Brown is seen in a very similar suit with David Bowie at the 2000 Vegas Fashion Awards.

PROVENANCE lot 138, The James Brown Collection, Christie's, Rockefeller Plaza, New York, Sale number 2116, July 17, 2008

\$600-1,200

97 JAMES BROWN DOCTORAL ROBE
A black doctoral robe owned by James Brown. The robe has a center front zip, center front velvet panel, and velvet bands to the wide sleeves. A label reads "The C. E. Ward Company New London Ohio Size 2".

PROVENANCE lot 258, The James Brown Collection, Christie's, Rockefeller Plaza, New York, Sale number 2116, July 17, 2008

\$300-500

98 JAMES BROWN CUSTOMER THREE-PIECE WHITE SUIT
A white tuxedo comprising a three-piece suit owned by James Brown. The suit comprises a tuxedo with a front up and a wide bow tie, a double-breasted waistcoat with wide lapels and gold buttons with rosette crests, and a pair of matching trousers. No labels or sizes present.

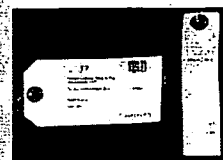
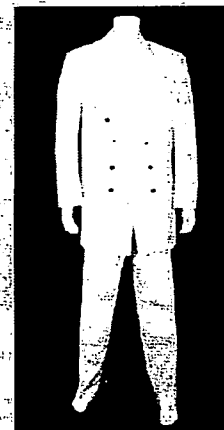
PROVENANCE lot 27, The James Brown Collection, Christie's, Rockefeller Plaza, New York, Sale number 2116, July 17, 2008

\$800-1,200

99 JAMES BROWN BASS GUITAR
A James Brown owned 2005 Epiphone Thunderbird IV bass guitar, serial number 105050270. Solid mahogany body, head maple neck, dot inlays on frets, two humbucker pickups, white pickguard bearing the Thunderbird logo. Accompanied by a brown leather guitar strap with green and black, three pocket sets of guitar strings, and numerous guitar picks. In a hardshell Epiphone case.

PROVENANCE lot 102, The James Brown Collection, Christie's, New York, Sale number 2116, July 17, 2008

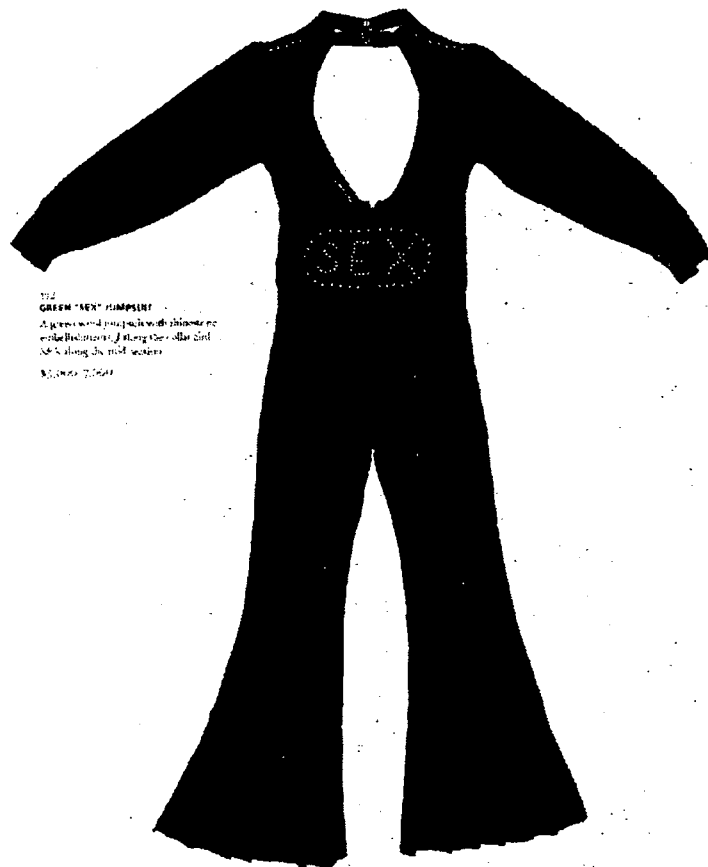
\$2,000-4,000



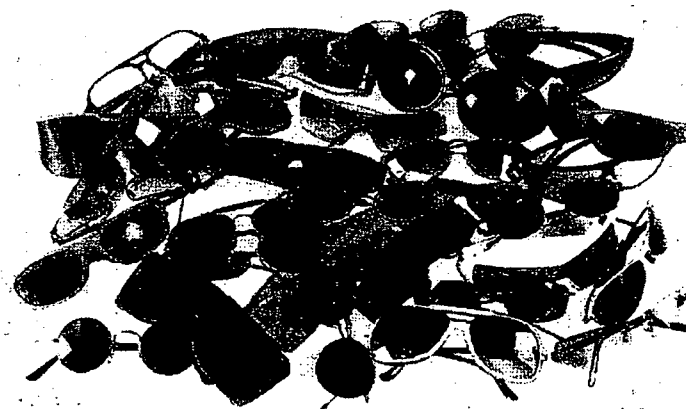
Julien's Auctions lot 57

The same lot presented by Julien's sold for \$5,000 in 2013

2975



192
GREEN "SEX" JUMPSUIT
A green wool jumpsuit with rhinestone
embellishments along the collar and
down the mid-section
\$5,000 - 7,500



192
SUNGLASSES
A group of 15 pairs of James Brown's sunglasses
\$1,000 - 4,500

Lot 192 as presented by Christie's sold for \$6,875 in 2008



333
THE BROTHERS AND SISTER PHOTOGRAPHY
A black and white photograph of a group of people, possibly a family, in a studio setting. Signed by the artist in the lower left corner.

Mat: 14 by 11 inches
\$800-1,200

334
THE BROTHERS AND SISTER PHOTOGRAPHY
A black and white photograph of a group of people, possibly a family, in a studio setting. Signed by the artist in the lower left corner.

Mat: 14 by 11 inches
\$800-1,200



335
THE BROTHERS AND SISTER PHOTOGRAPHY
A black and white photograph of a group of people, possibly a family, in a studio setting. Signed by the artist in the lower left corner.

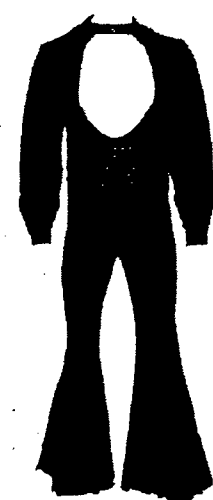
\$800-1,200

336
THE BROTHERS AND SISTER PHOTOGRAPHY
A black and white photograph of a group of people, possibly a family, in a studio setting. Signed by the artist in the lower left corner.

\$800-1,200

337
THE BROTHERS AND SISTER PHOTOGRAPHY
A black and white photograph of a group of people, possibly a family, in a studio setting. Signed by the artist in the lower left corner.

\$800-1,200



338
THE BROTHERS AND SISTER PHOTOGRAPHY
A black and white photograph of a group of people, possibly a family, in a studio setting. Signed by the artist in the lower left corner.

Mat: 14 by 11 inches
\$800-1,200

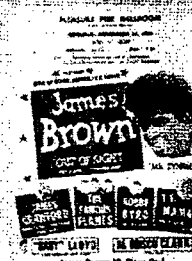


339
THE BROTHERS AND SISTER PHOTOGRAPHY
A black and white photograph of a group of people, possibly a family, in a studio setting. Signed by the artist in the lower left corner.

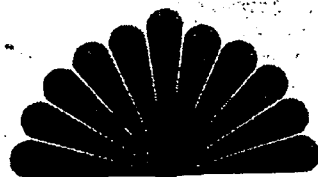
Mat: 14 by 11 inches
\$800-1,200

340
THE BROTHERS AND SISTER PHOTOGRAPHY
A black and white photograph of a group of people, possibly a family, in a studio setting. Signed by the artist in the lower left corner.

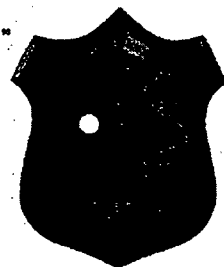
Mat: 14 by 11 inches
\$800-1,200



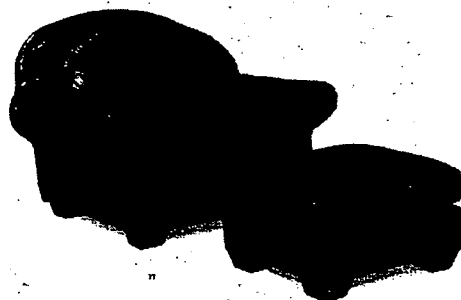
The same lot presented by Julien's sold for \$10,000 in 2014



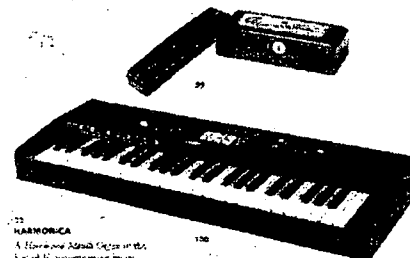
154
PEACOCK WALL PLAQUE
A carved wood wall plaque.
General's personal property.
\$100-200



155
Vietnam Award
A plaque awarded to a soldier.
"The Old Soldier's" personal property.
Awarded by a private first class.
\$100-200

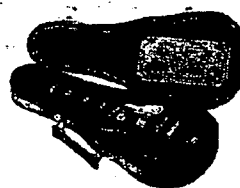


156
ARMCHAIR AND OTTOMAN
An upholstered armchair and ottoman.
General's personal property.
\$100-200



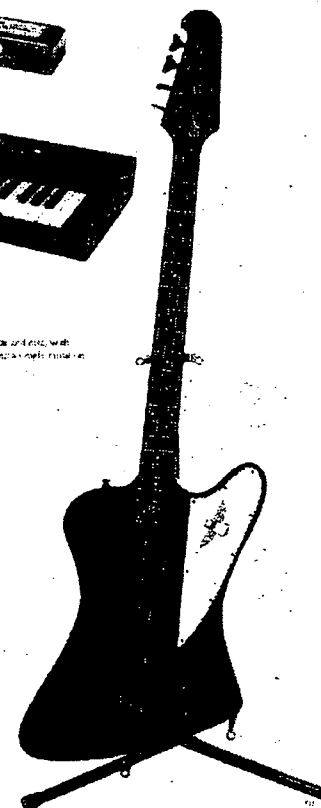
157
HARMONICA
A Harmonica Mouth Organ with
key of D, accompanied by an
original case.
\$100-200

158
KEYBOARD
A keyboard instrument with a
wooden case and original case.
\$100-200



159
MINIATURE GUITAR
A miniature guitar with a wooden
case. It is a small, portable
instrument with a single neck.
\$100-200

160
BASS GUITAR
A bass guitar with a wooden
case and original case.
\$1,200-1,500



Not all re-offers are clothing.

This bass guitar, lot 102 in the Christie's sale, realized \$1,250 in 2008



95 JAMES BROWN CHECKED SUIT
A three-piece suit checked 1970s suit owned and worn by James Brown. The suit comprises a pair of trousers, a cropped jacket with wide lapels and a brown and white checked pattern and a brown velvet bowtie embroidered with heavy gold thread. Brown was similar suit in a variety of colors in the 1970s but Brown was seen here in the same or similar suit.

PROVENANCE lot 241, "The James Brown Collection," Christie's Rockefeller Plaza, New York, Sale number 2116, July 17, 2008.
\$500-700

96 JAMES BROWN CUSTOM GOLD SATIN SUIT
A custom gold satin suit owned by James Brown. The suit comprises a pair of trousers and a matching single-breasted jacket with decorative embroidered lapels and epaulettes, decorative three-piece buttons and hinges to the epaulettes, lapels, sides and sleeves. The fabric is a heavy gold satin. Brown is seen in a very similar suit with David Byrne at the 2000 Vogue Fashion Awards.

PROVENANCE lot 148, "The James Brown Collection," Christie's, Rockefeller Plaza, New York, Sale number 2116, July 17, 2008.
\$600-1,200

97 JAMES BROWN DOCTORAL ROBE
A black doctoral robe owned by James Brown. The robe has a center front opening, a wide collar and wide bands to the wide sleeves. A label reads "The C.E. Ward Company New York New York, Size 2."

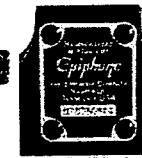
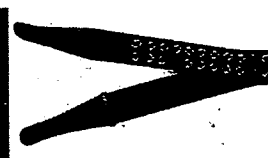
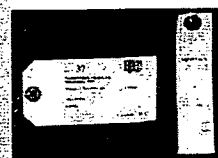
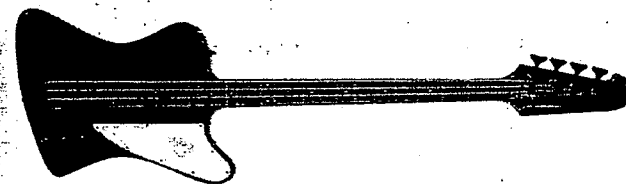
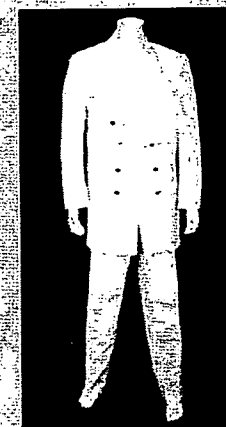
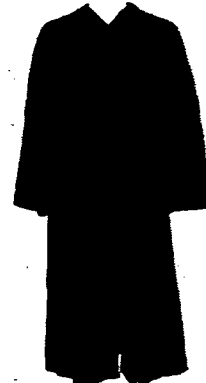
PROVENANCE lot 238, "The James Brown Collection," Christie's, Rockefeller Plaza, New York, Sale number 2116, July 17, 2008.
\$200-300

98 JAMES BROWN CUSTOM THREE-PIECE WHITE SUIT
A white tulle custom-made three-piece suit owned by James Brown. The suit comprises a three-piece suit and a wide-brimmed collar, a double-breasted waistcoat with wide lapels and gold buttons with round crests, and a pair of matching trousers. No labels or tags present.

PROVENANCE lot 27, "The James Brown Collection," Christie's, Rockefeller Plaza, New York, Sale number 2116, July 17, 2008.
\$300-1,200

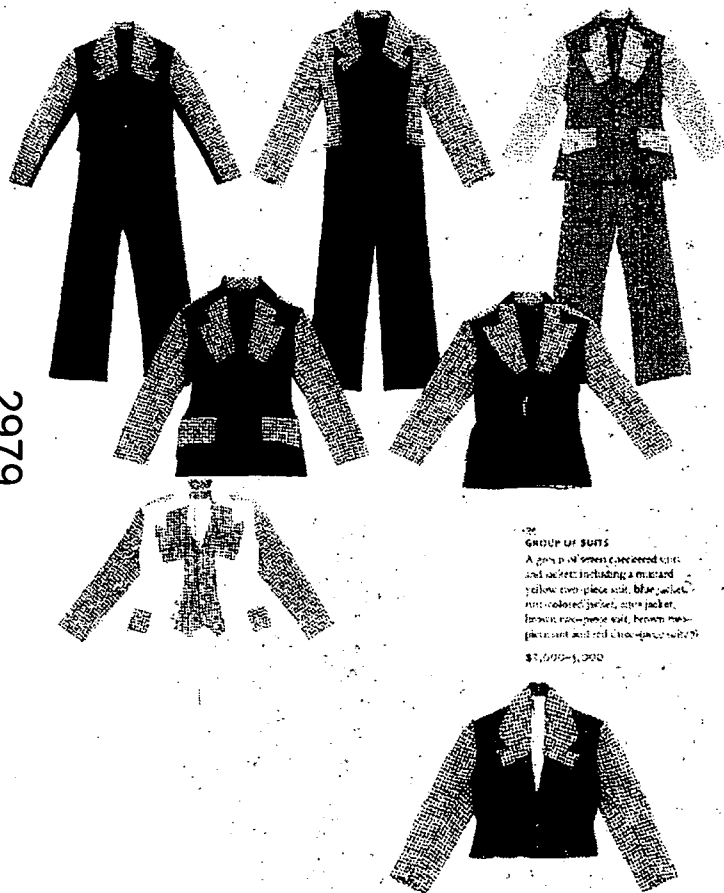
99 JAMES BROWN BASS GUITAR
A James Brown owned 1960s Epiphone Thunderbolt IV bass guitar, serial number U00057070. Solid mahogany body, hard maple neck, dot inlays on frets, top backboard pickup, white pickguard bearing the Thunderbolt logo. Accompanied by a brown leather guitar strap with green and black, three pieces of guitar strings, and numerous guitar picks, in a hardshell Epiphone case.

PROVENANCE lot 122, "The James Brown Collection," Christie's, New York, Sale number 2116, July 17, 2008.
\$2,000-4,000



The same lot presented by Julien's with more information
sold for \$8,960 in 2013

2979



GROUP OF SUITS

A group of seven men's suits and jackets including a mustard yellow two-piece suit, blue jacket, navy-colored jacket, brown jacket, brown two-piece suit, brown three-piece suit and red three-piece suit.

\$2,000-\$5,000

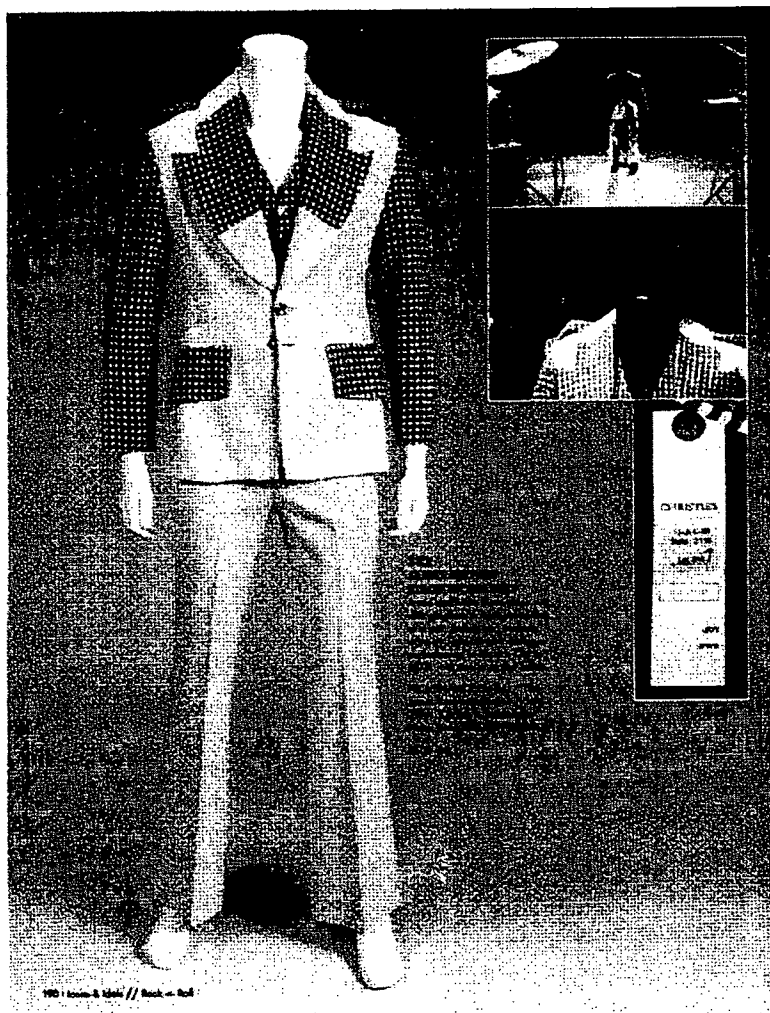
Lot 241 in the Christie's sale was a group of seven jackets and suits.

The Christie's lot sold for: \$1,375
(for all seven)

A dealer bought this lot, found photos of Brown wearing a few of the suits and sold each piece off individually through various auctions for a total of:

\$20,645

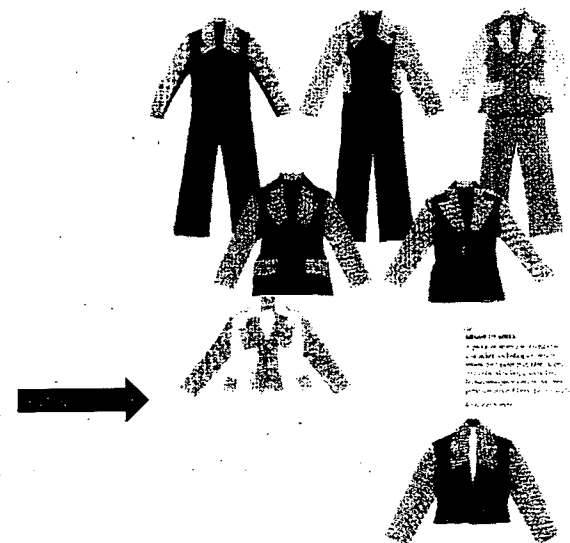
2980



The red and white suit was presented by Julien's on it's own in 2012, with photos of Brown wearing it during a performance.

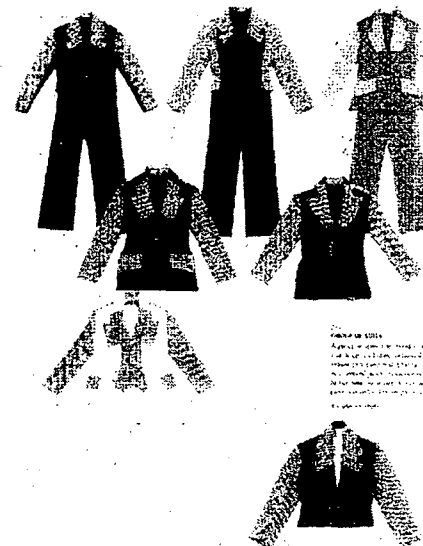
Price
Realized:
\$4,375

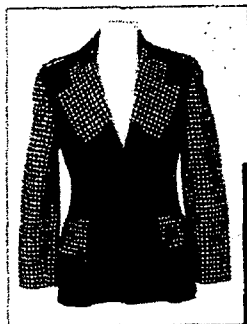
Christie's original group lot





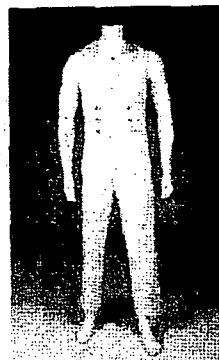
\$2,000-4,000





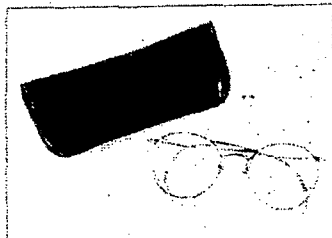
460 JAMES BROWN JACKET
A blue and white checked jacket, formerly owned and worn by James Brown. Brown wore similar suits in various colors during his 1978 tour. Accompanied by a certificate of authenticity from Tracks Ltd.

PROVENANCE lot 241, "The James Brown Collection," Christie's, New York, Sale number 2116, July 28, 2008.
\$595,700



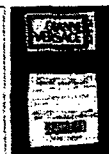
461 JAMES BROWN JUMPSUIT
A white one-piece jumpsuit, formerly owned and worn by James Brown. Accompanied by a certificate of authenticity from Tracks Ltd.

PROVENANCE lot 20, "The James Brown Collection," Christie's, New York, Sale number 2116, July 28, 2008.
\$750,100



462 ELTON JOHN SIGNED GLASSES
A pair of glasses worn by Elton John and signed on each of the lenses. Gold tone wire rim prescription glasses made by Art Craft with cable temples and single bridge. Contained in a brown leather case also signed by John.

\$400,800



463 ELTON JOHN VERSACE SUIT

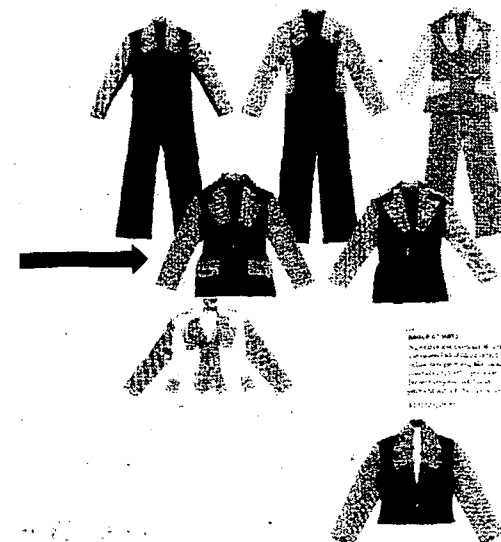
A three-piece avarose red Versace suit owned by Elton John. The suit comprises a jacket with a band collar and Medusa head medallion buttons, a vest, and matching trousers. All pieces have Versace labels, and the trousers have a tag that reads "Dedicated to Elton John". The ensemble was purchased at the Celine 2009 in London, which was a pop up sale featuring the wardrobes of Elton John and David Furnish and was held to raise money for the Elton John AIDS Foundation.

\$3,000,500

The dark blue jacket was presented by Julien's on its own in 2013 with information regarding what era it was worn.

Price
Realized:
\$1,152

Christie's original group lot



[illegible]

Price
Realized:
\$3,840

Item 553 - James Brown Catalog 425 (Mar 2014)

[Back To Previous Page](#)

(we are no longer accepting bids on this item)

Minimum Bid: \$200.00

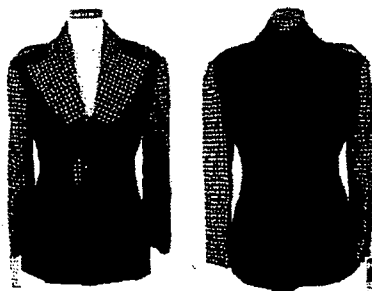
Sold Price: \$2,971.85 (includes buyer's premium)

Description

Brown's personally-owned and -worn jacket with a brown and white checkered pattern on the collar and sleeves, no size or maker indicated. This jacket was sold as part of Lot 241 in the Christie's auction of the James Brown Collection. In fine condition, with the Christie's tag still affixed to one cuff. Provenance: The James Brown Collection, Christie's, July 2008. Brown wore this style jacket in various colors during his 1978 tour. RR Auction COA.

Terms and abbreviations used in our descriptions.

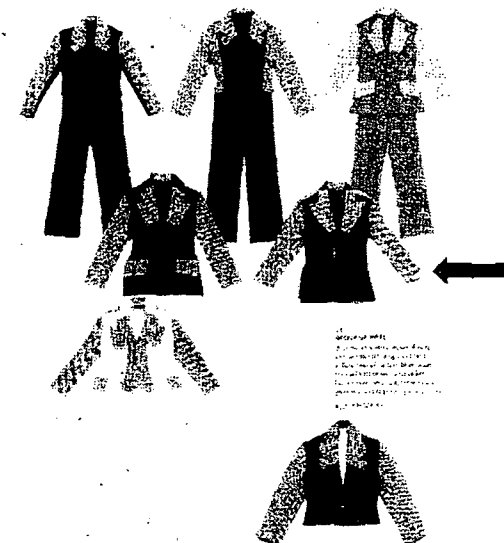
Images



The rust jacket was presented by RR Auction on its own in 2014 with information regarding what era it was worn.

Price
Realized:
\$2,971

Christie's original group lot



Item 373 - James Brown Catalog 415 (Sep 2013)

[Back To Previous Page](#)

(we are no longer accepting bids on this item)

Minimum Bid: \$200.00

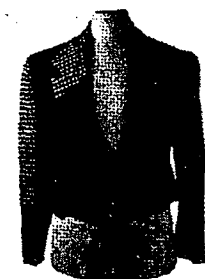
Sold Price: \$1,354.80 (includes buyer's premium)

Description

Brown's personally-owned and -worn jacket with a green and white checkered pattern, no size or maker indicated. In fine condition, with inner lining detached at left wrist and some scattered staining inside. Accompanied by a photo of Brown in a similar jacket. Provenance: The James Brown Collection, Christies, July 2008. Brown wore this style jacket in various colors during his 1978 tour. RR Auction COA.

Terms and abbreviations used in our descriptions.

Images

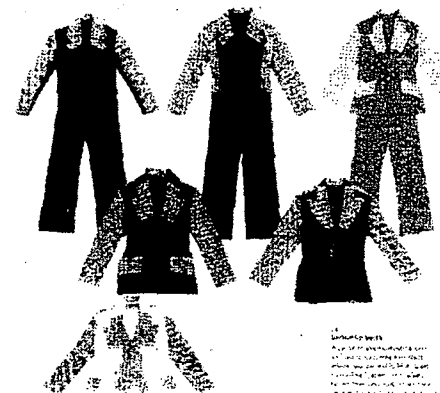


Important Information

The blue jacket was presented by RR Auction on its own in 2013 with information regarding what era it was worn.

Price
Realized:
\$1,354

Christie's original group lot



2985

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The Current Auction
Ends December 14th

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The Brad Delp Collection (38)
Globe Photos Archive (62)
Vintage Guitars (14)
Beatles (11)
Elvis Presley (5)
Bob Dylan (11)
Jimi Hendrix (11)
Rolling Stones (21)
The Doors (4)
Grateful Dead (14)
Led Zeppelin (15)
Pink Floyd (15)
Prince (28)
Michael Jackson (12)
The Ramones (3)
The Monte A. Meinkick
Ramones Collection (50)
Punk Rock (1)
Jazz/Blues/Standards (16)
Country (4)
50s (5)
60s (32)
70s (76)
80s (28)
90s and Beyond (21)
All Auction Items (501)

Item 581 - James Brown Catalog 403 (Feb 2013)

[Back To Previous Page](#)

(we are no longer accepting bids on this item)

Minimum Bid: \$200.00

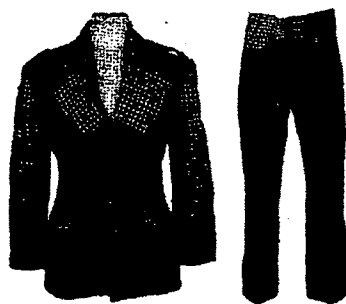
Sold Price: \$3,202.80 (includes buyer's premium)

Description

One of Brown's personally owned and worn suits. Custom-made two-piece orange checkered suit consists of a single breasted jacket with two buttons and a matching pair of orange slacks with a checkered waistline. In fine condition. Accompanied by a certificate of authenticity from Tracks. Provenance: Christies, The James Brown Collection, July, 2008. RR Auction COA.

Terms and abbreviations used in our descriptions.

Images

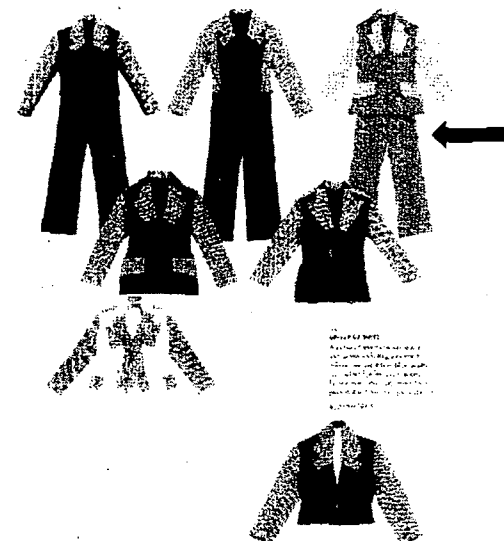


Important Information

The orange suit was presented by RR Auction on its own in 2013.

Price
Realized:
\$3,203

Christie's original group lot

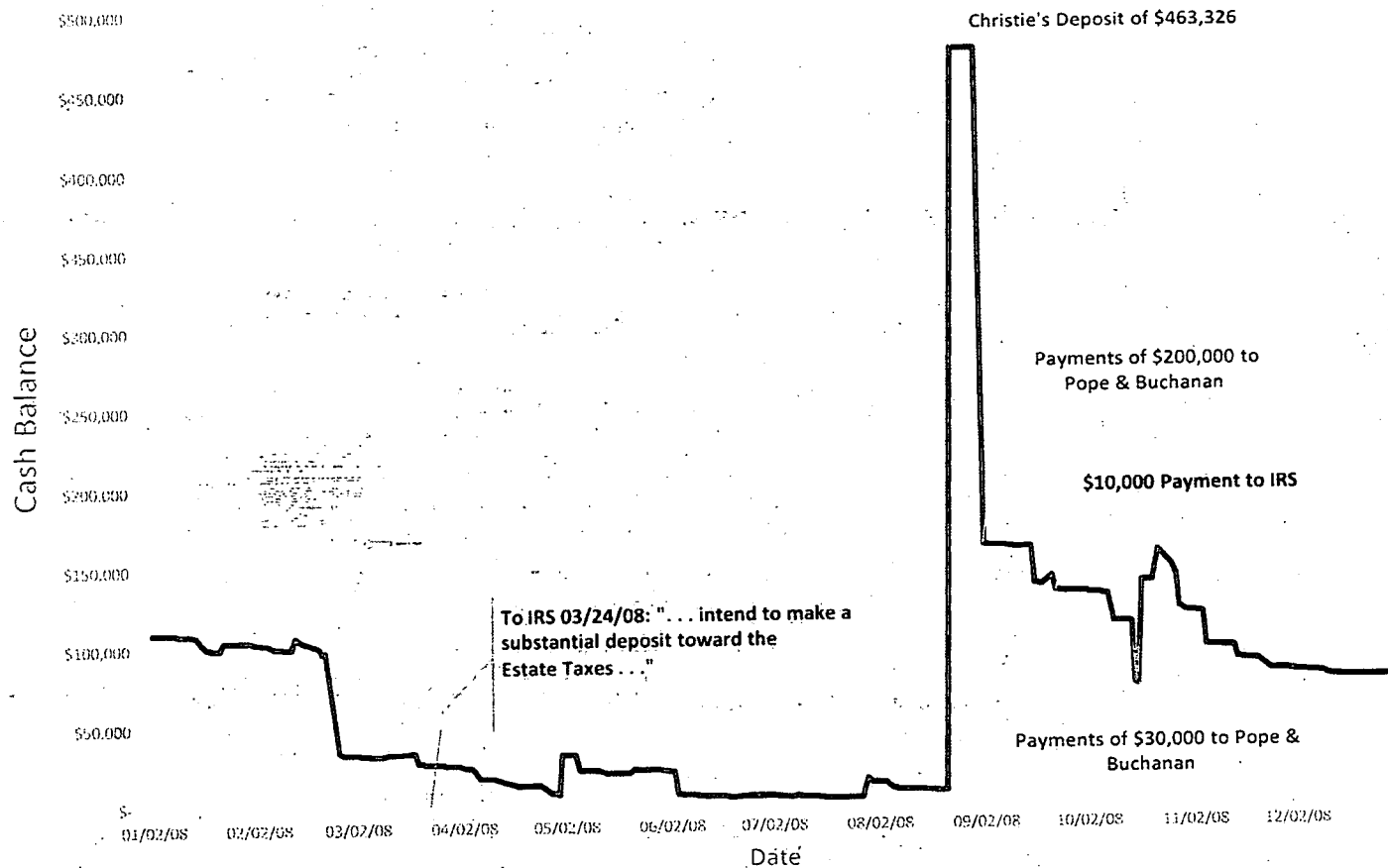


2987

Title	Description	Auction Company	Sale Date	Lot #	Price Realized	Christie's Lot #	Christie's Price Realized
JAMES BROWN CHECKED SUIT	A mocha brown checked 1970s suit owned and worn by James Brown. The suit comprises a pair of trousers, a cropped jacket with wide lapels and a brown and white checked pattern, and a brown velvet bowtie embroidered with ivory airplanes. Brown wore similar suits in a variety of colors on his 1978 tour. Brown is seen here in the same or similar suit.	Julien's Auctions	5/18/13	Lot 95	\$ 3,750	Christie's Partial Lot 241	Full Lot sold for 1,375
JAMES BROWN STAGE WORN SUIT	A red and white three-piece suit with gingham pattern, consisting of a vest, jacket, and trousers, worn by James Brown during a performance in Mexico City in 1978. No size or maker labels. Julien's also provided a video link of Brown performing in the suit with their online listing.	Julien's Auctions	12/1/12	Lot 382	\$ 4,375	Christie's Partial Lot 241	Full Lot sold for 1,375
JAMES BROWN NAVY CHECKERED SUIT JACKET	A blue and white checked jacket, formerly owned and worn by James Brown. Brown wore similar suits in various colors during his 1978 tour. Accompanied by a certificate of authenticity from Tracks Ltd.	Julien's Auctions	12/6/13	Lot 460	\$ 1,152	Christie's Partial Lot 241	Full Lot sold for 1,375
JAMES BROWN MOCHA CHECKED SUIT	A mocha brown checked 1970s suit owned and worn by James Brown. The suit comprises a pair of trousers and a cropped jacket with wide lapels and a brown and white checked pattern. Brown wore similar suits in a variety of colors on his 1978 tour. Accompanied by a certificate of authenticity from Tracks Ltd. and original Christie's lot tag.	Julien's Auctions	5/17/14	Lot 344	\$ 3,840	Christie's Partial Lot 241	Full Lot sold for 1,375
JAMES BROWN BROWN CHECKERED SUIT JACKET	Brown's personally-owned and -worn jacket with a brown and white checkered pattern on the collar and sleeves, no size or maker indicated. This jacket was sold as part of Lot 241 in the Christie's auction of the James Brown Collection. In fine condition, with the Christie's tag still affixed to one cuff.	R & R Auction Company	03/20/14	Item 553 - Catalog 425	\$ 2,971	Christie's Partial Lot 241	Full Lot sold for 1,375
JAMES BROWN GREEN CHECKERED SUIT JACKET	Brown's personally-owned and -worn jacket with a green and white checkered pattern, no size or maker indicated. In fine condition, with inner lining detached at left wrist and some scattered staining inside. Accompanied by a photo of Brown in a similar jacket.	R & R Auction Company	09/20/13	Item 373 - Catalog 415	\$ 1,354	Christie's Partial Lot 241	Full Lot sold for 1,375
JAMES BROWN ORANGE CHECKERED SUIT JACKET	One of Brown's personally owned and worn suits. Custom-made two-piece orange checkered suit consists of a single breasted jacket with two buttons and a matching pair of orange slacks with a checkered waistline. In fine condition. Accompanied by a certificate of authenticity from Tracks.	R & R Auction Company	02/ 2013	Item 581 - Catalog 403	\$ 3,203	Christie's Partial Lot 241	Full Lot sold for 1,375
Totals:					\$20,645		\$1,375

2988

Estate of James Brown Cash Balance For the Year 2008



STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	
COUNTY OF AIKEN	)	Case No. 2013-CP-02-1337
	)	
Adele J. Pope,	)	
	)	
Plaintiff,	)	
	)	
v.	)	
	)	
Estate of James Brown, Deceased et al.	)	
	)	
Defendants.	)	

DEPOSITION DESIGNATIONS

Aiken Case No. 2013-CP-02-1337
Plaintiff's Final (Amended) Reply Designations
(As of May 1, 2018)
Deposition of Robert Cook
February 8, 2017

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p. 7, L 5-9; L 24 – p. 8, L 3

p. 8, L 10-12

p. 12, L 15-17; L 23-25

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p. 14, L 1-5; L 21-25

p. 15, L 1-2; L 8-15; L 18, L 22-25

p. 16, L 1-4; L 11-15; L 19-25

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p. 18, L 2-6; L 9-13; L 17-25

p. 19, L 4-9; L 14-25

p. 20, L 1; L 6, L 13-15; L 20-25

p. 21, L 1-11

p. 22, L 1-4; L 5-7; L 11-15; L 19-23

p. 23, L 14-15; L 19-25

p. 66, L 1-3; L 8-10; L 14-17; L 21-22

p. 67, L 1-2; L 10-13; L 17-22

p. 68, L 1-7; L 11-14

p. 70, L 1-14; L 18-20; L 24-25

p. 71, L 1-4; L 8-15; L 21-25

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p. 74, L 9-12; L 15-25

p. 75, L 1-2; L 7-19; L 24-25

p. 77, L 1-2; L 5-25

p. 78, L 1-15; L 19-21; L 25

p. 79, L 1-13; L 23

p. 80, L 19-20; L 24-25

p. 81, L 1-13

Move to Admit Exhibit 2

1 ~ 10 premarked various documents

Aiken Case No. 2013-CP-02-1337
Plaintiff's Reply Designations
Deposition of James Hardin, III
March 23, 2017

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p.4, L 9-16

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p. 105, L 1-13; L 24-25

p. 106, L 1-22; L 24

p. 107; L 1-5; L 8-14; L 24-25

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p. 109, L 1-25

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p. 111, L 1-25

p. 112, L 1-25

p. 136, L 1-2; L 20-23

p. 139, L 18-25

p. 141, L 5-25

p. 142, L 1-22; L 25

p. 143, L 1; L 3-6

Move for Introduction of the following Exhibits:

Defense 1 – Expert Report of Mr. Hardin

Defense 2 – Notebook (Creditor's Claim)

Defense 8 – Bob's and Adele's Correct \$84 Million Value for James Brown Assets

Aiken Case No. 2013-CP-02-1337
Plaintiff's Reply Designations
Deposition of Kenneth B. Wingate, Esq.
March 6, 2017

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p. 14, L 6 - 16

p. 15, L 15 - 25

p. 21, L 10 - 25

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p. 29, L 9 - 18

p. 31, L 9 - 15

p. 32, L. 9 - 12

p. 33, L 7 - 16, and L. 21 - 24

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p. 37, L 22 - p. 38, L. 11

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p. 41, L 13 - p. 42, L. 4

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Move for Admission of the following Plaintiff's Exhibits, Pl. Exhibits 1 - 17 1.

- P1 Order of the Hon. J. H. Toal dtd. 3/1/2017
- P2 Questions for Mr. Wingate & Mr. Kendall
- P3. Summons, Richland 4900 (formerly Probate Ct. No. 2010-GC-4000073)
- P4. Partial Transcript, Richland 4900 Hearing dtd. 2/20/2017
- P5. Email 7/31/08, Rosen, etc.
- P6. Schedule F - Other Misc. Property . . . , Form 706, Estate of James Brown
- P7. Handwritten Notes
- P8 Email dtd. 12/6/07 from Mr. Jones
- P9 Ltr. Dtd. 7/30/08 from Mr. McMaster
- P. 10 Partial Transcript of Hearing dtd. 8/30/10
- P11 Appendix to Record on Appeal, C/A No. 08-CP-2-1647
- P12. AGREEMENT FOR LEGAL SERVICES, Sweeny, Wingate & Barrow, P.A. dtd. 5/18/2010
- P13. Motion of Alan Wilson, AG and Others to Supplement Record dtd. 5/6/2011, *Wilson v. Dallas*
- P15 Plaintiffs' Motion to Strike Dft. Pope's Offers of Judgment
- P16. Proposed Appendix to ROA, *Wilson v. Dallas* (partial)
- P17. Ltr., Lewis Levenson, Esq to State Bar of Georgia dtd. 6/20/2008

Aiken County Case No. 2013-CP-02-1337
Plaintiff's Reply Designations
Deposition of RITA B. CAUGHMAN
July 12, 2016

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Page 34 L. 17 - 20

Move for Admission of Exhibits 1 - 6

Exhibit 1 - Curriculum Vitae

Exhibit 2 - Affidavit & Attachments

Exhibit 3- 2014 Form 990-PF

Exhibit 4 - 4/29/11 email

Exhibit 5 - 26 U.S. Code 7206

Exhibit 6 - What Adele Wants

Aiken Case No. 2013-CP-02-1337
Plaintiff's Reply Designations

Deposition of Mary Frances Jowers
May 3, 2016

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p. 9, L 12-17

p. 10, L 22– p. 11, L 2

p. 13, L 10 –22

p. 14, L 15-17

p. 15, L 2 – p.16, L 1

p. 18, L 1–11

p. 24, L 10-14

p. 26, L 13-24

p. 31, L 21 – p. 32, L 1-16

p. 34, L 17–24

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p. 36, L 3-16

p. 37, L 2-22

p. 154, L 4-21

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Plaintiff Moves for Admission of Exhibits AG1, AG2, AG31, AG32

Aiken Case No. 2013-CP-02-1337
Plaintiff's Reply Designations

Deposition of Mary Frances Jowers
May 4, 2016

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Plaintiff Moves for Admission of Exhibits AG 4, 5, 8, 9, 24, 29, 33, 34, 36

Aiken County Case No. 2013-CP-02-1337
Plaintiff's Final (Amended) Reply Designations
Deposition of Alan M. Wilson
March 21, 2017

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Page 67, L. 23 – p. 70, L. 1

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Page 70, L. 25 - Page 72, L. 4

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Move for Admission of Exhibits 1 – 6, 8 and 9

Exhibit 1 – Written Statement

Exhibit 2 - Motion to Dismiss

Exhibit 3- Motion to Supplement the Record

Exhibit 4 - Adele J. Pope Offer of Judgment

Exhibit 5 - Motion to Strike

Exhibit 6 - SWB Litigation Agreement

Exhibit 8 – 2/16/11 Petition for Writ

Exhibit 9 - AG Wilson's verification of answers

Aiken Case No. 2013-CP-02-1337
Plaintiff's Reply Designations

Deposition of Sonny Jones
May 5, 2016

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**Move for Admissions of
AG 45, Complaint; AG 46 Supp. Affidavit of Baknight; Ex. AG 49 NYT
Spitzer Article;**

Deposition of Sonny Jones
May 5, 2016

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Plaintiff Moves for Admission of Exhibits AG 11, 19, 45, 46, 47, , 48, 49, 50

Aiken Case No. 2013-CP-02-1337
Plaintiff's Reply Designations
Deposition of Sonny Jones
May 19, 2016

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P. 161, L. 23 – P. 162, L. 20

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Move for admission of all Exhibits to Deposition, AG 51 – AG 70

**Move for Admissions of
AG 45, Complaint; AG 46 Supp. Affidavit of Baknight; Ex. AG 49 NYT
Spitzer Article;**

**Aiken Case No. 2013-CP-02-1337
Plaintiff's Reply Designations**

**Deposition of Judge (Ret.) Walter F. Williams
January 26, 2017
Rebuttal to Testimony of Provence, Bauknight, Sharp, Herbsman**

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Move for Admission of the following:

Williams Exhibit 1 – Article - Walter Williams To Help Distribute James Brown Fortune

Williams Exhibit 2 – CONFIRMATION OF REQUEST TO SERVE dtd. 9/11/08

Aiken Case No. 2013-CP-02-1337
Plaintiff's Reply Designations
Deposition of Sandra Matthews
February 9, 2017

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Move to Introduce Jones Email with Darren Julien Affidavit (Portion of Exhibit 2]

Aiken Case No. 2013-CP-02-1337
Plaintiff's Reply Designations
Deposition of Henry McMaster
October 19, 2016

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p. 10, L. 13 - L. 24

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p. 14, L. 25 - P. 15, L. 17

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Move for Admission of ALL EXHIBITS

Move to Introduce Jones Email with Darren Julien Affidavit (Portion of Exhibit 2]

Aiken Case No. 2013-CP-02-1337
Plaintiff's Final Reply Designations
Deposition of Creighton Waters
February 9, 2017

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P. 24, L. 8 - P. 25, L 15

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p. 32, L 14 – P 33, L 20

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Move for Introductions of Exhibits 1 and 2

Exhibit 1 – Supplemental Affidavit (Buchanan and Pope)

Exhibit 2 – Various Documents

Aiken Case No. 2013-CP-02-1337
Plaintiff's Reply Designations

Deposition of Everett A. Kendall, II, Esq.
March 6, 2017

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Move for Admission of the following Plaintiff's Exhibits 1-17

**Aiken Case No. 2013-CP-02-1337
Plaintiff's Reply Designations**

**Deposition of David C. Sojourner, Jr.
May 20, 2016**

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p. 21, L 6-8; L 17-20

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p. 52, L 1; L 12-22

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p. 54, L 6-19

p. 55, L 6-11; L 20-22

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p. 60, L 19-24; L 24-25

p. 61, L 4-6; L 14-23

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Move for Admission of the following Plaintiff's Exhibits 73, 76, 78, 79, 80

Move for Qualification of Tax and Estate Planning Expert

Aiken Case No. 2013-CP-02-1337
Plaintiff's Reply Designations (Final)
Deposition of Stephen J. Lambert
January 24, 2017

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Move for admission of the following Exhibits:

Lambert Exhibit 1, Nonprofit Articles of Amendment

Lambert Exhibit 2, Adele Jeffords Pope's Resume

Lambert Exhibit 3, Return of Private Foundation; 2014 The Graham Foundation

Lambert Exhibit 4, Return of Private Foundation 204; The Ray Charles Foundation

Lambert Exhibit 5, Return of Private Foundation, 2015, The James Brown "I Feel Good" Trust

Lambert Exhibit 6, The Graham Foundation History Document

Lambert Exhibit 7, The Graham Foundation Schedule

**Aiken Case No. 2013-CP-02-1337
Plaintiff's Reply Designations**

**Deposition of Wallace K. Lightsey
April 10, 2017**

Rebuttal to Testimony of Herbsman, Sharp, Bauknight, Provence

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p. 20, L 14 – L 24

p. 21, L 11 – 20

p. 22, L. 2 – 23

p. 23, L 9 – p. 24, L 10

p. 24, L 17, p. 25, L 6

p. 26, L 1 - p. 27, L 10

p. 27, L 15 - 17

p. 27, L 23 – p. 28, L 1

p. 28, L 16 – p. 29, L 17

p. 30, L 4 – L 16 and L 23 – L 25

p. 31, L 4 - p. 32, L 2

p. 32, L 9 – L 13

p. 33, L 15 – p. 34, L 18

p. 35, L 5 – p. 36, L 5

p. 36 – L 15 – 18

p. 36, L 20 p. 37, L 2

p. 37, L 20 - 24

p. 38, L 8 - p. 39, L 4

p. 39, L 15 - 22

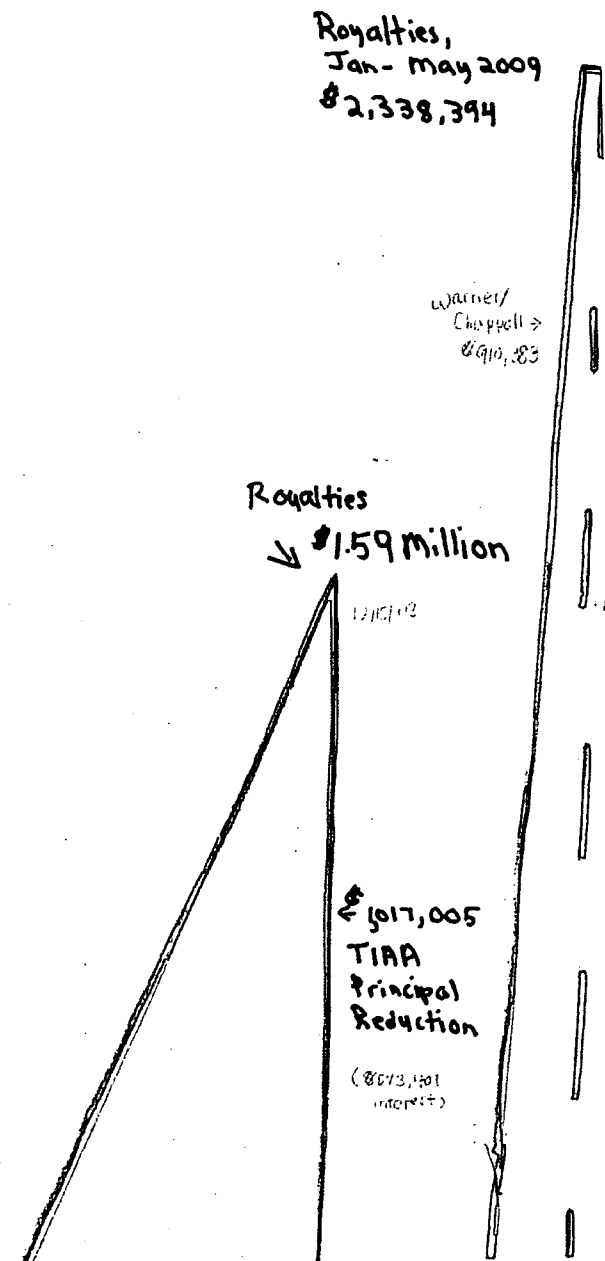
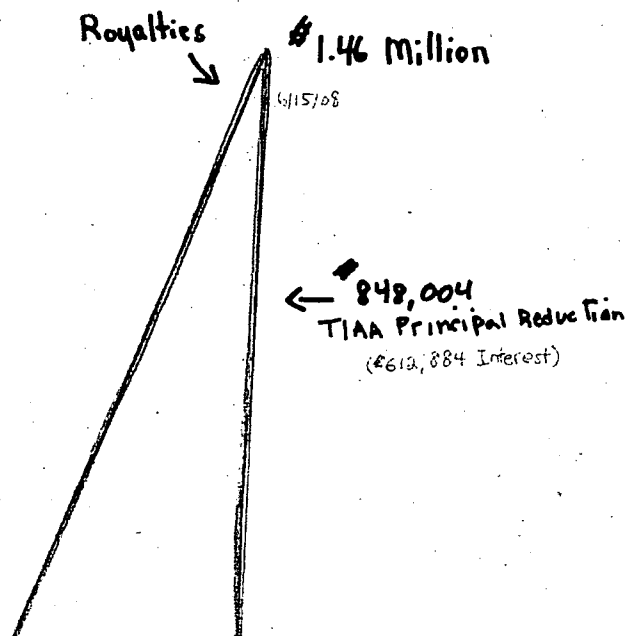
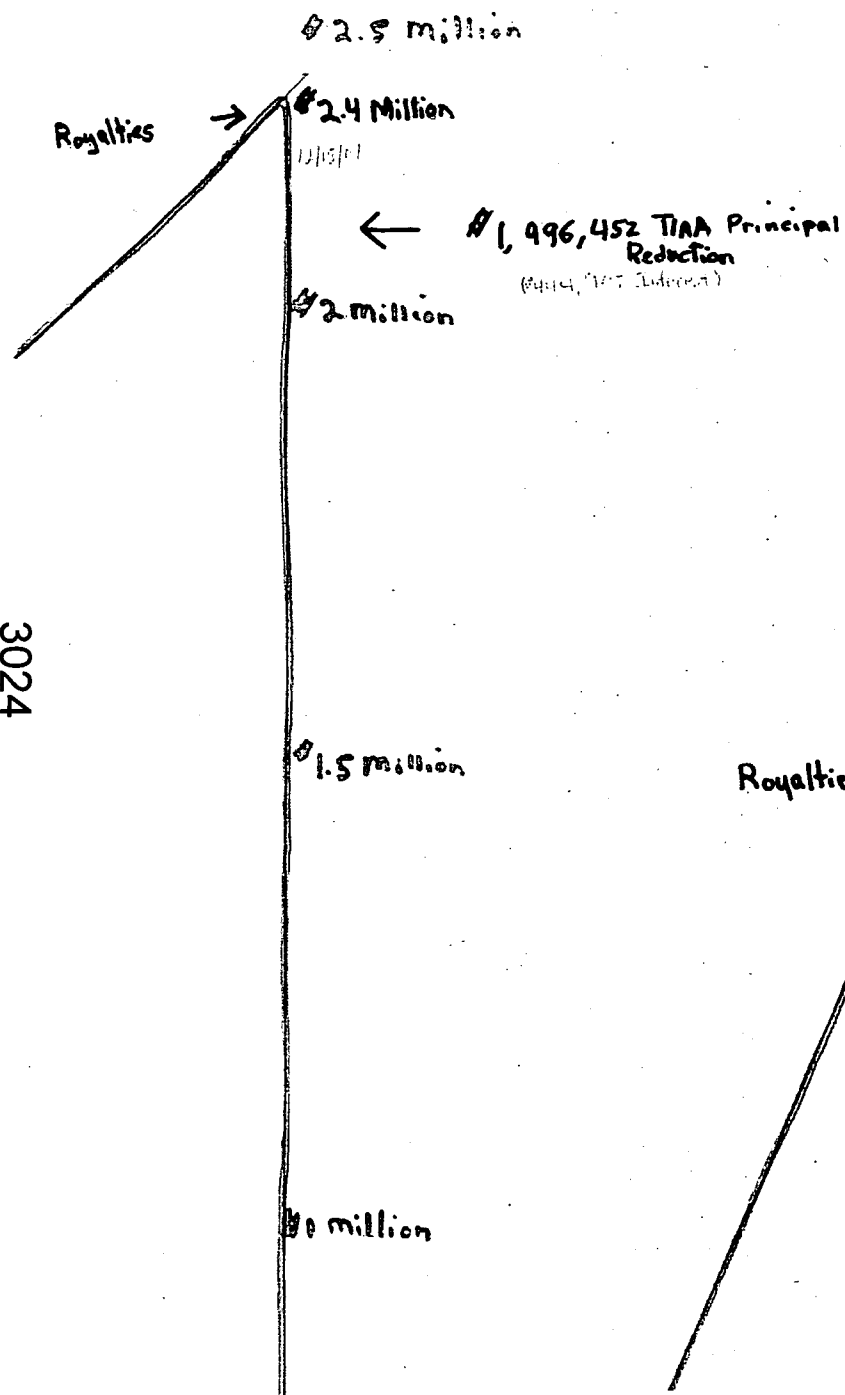
p. 40, L 24 - p. 41, L 1

Move for Admission of the following:

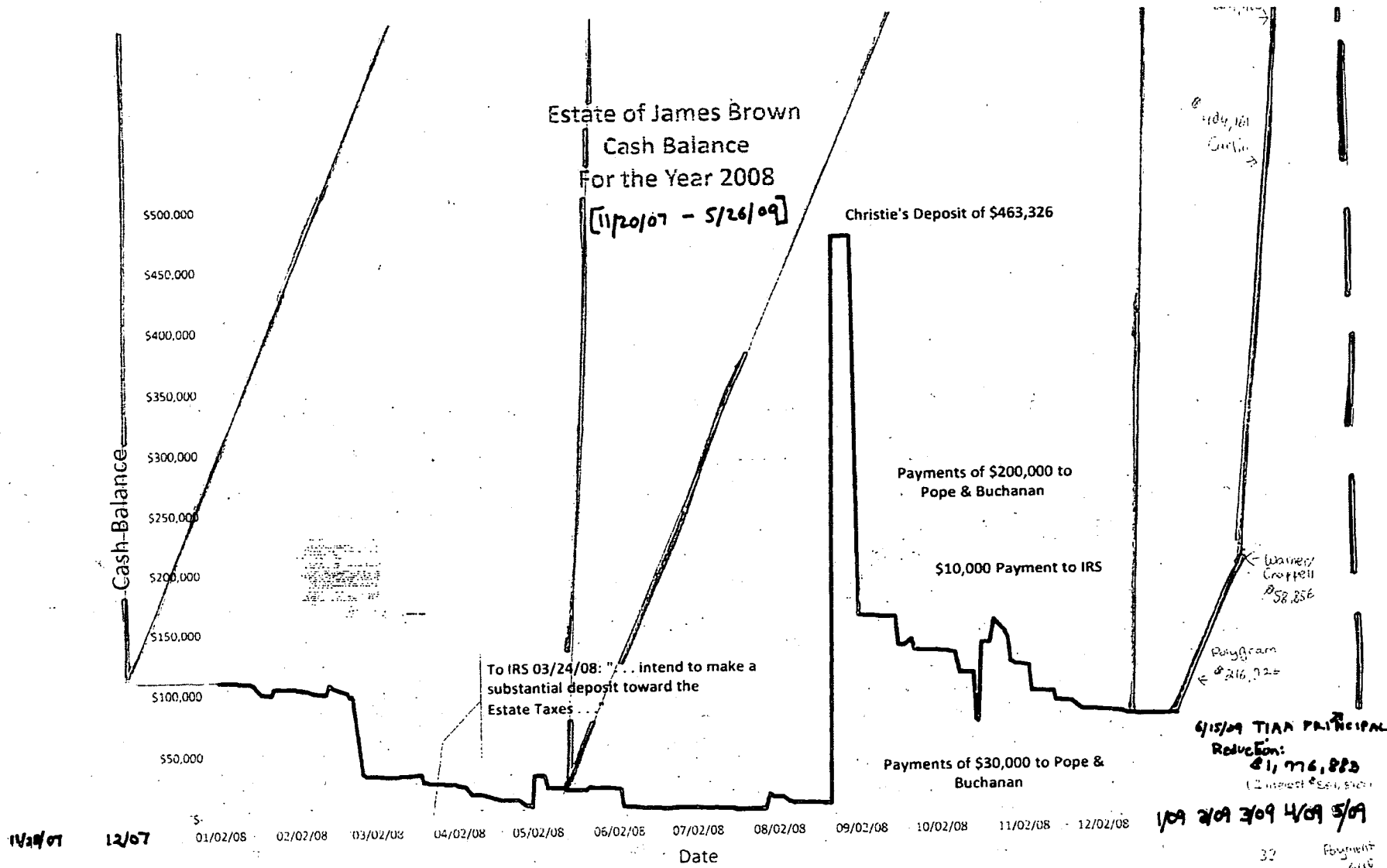
Defendants' Exhibit 1

Plaintiff's Exhibits 1-3

3024



3025



Beginning TIAA Principal \$17,046,024 (Before Escrow)

Ending TIAA Principal \$11,388,280 (Before Escrow)
(after 6/15 pmt)

Royalties During Period Nov. 2007 - May 2009
\$7.83 Million

Standard of Care of PR/Trustees of

The James Brown 2000 Irrevocable Trust and

JAMES B

and

Official PR and/or Trustees	Cannon & Dallas Trustees - 2000 Trust Beneficiaries: James Brown 7 Grandchildren & Needy Students Aug 2000 - Nov 2007							PR/ Trustees Jan - Nov 2007	Buchanan/Pope PR/Trustees Nov 2007-May 2009
Others								Buchanan/Pope SAs Mar - Nov 2007	1. Sue GT/Cannon/Dallas for \$17 Million Missing 2. Sue Morgan Stanley 3. Sue Others 4. Obtain Order to Determine Harris State & Fed for Protection 5. Hire Ray, Gonzalez, Alan Buchanan, Keith Smith, Thomas Hayes 6. Income \$7 Million 7. Buchanan/Pope Defend Forlondo 8. Martin Cribbs GreenLight 9. Publicity Rights Contract
Benefits & Breaches		Cash Received \$9,436,106	Cash Received \$5,187,246	Cash Received \$12,919,616	Cash Received \$10,362,448	Cash Received \$8,298,450	Cash Received \$9,022,123	Peoples DNA Protocol	
		Pre-Nup before Ceremony with Tommie Rae	Assist Defense Suit by Deanna/Yamma	Tommie Rae Marriage Discovered	Suit Against Tommie Rae/She Waives Claim to be Spouse		GT Oct 18 Letter seeks 10% of Sale for Cannon/Dallas More for GT Copsidas	Farr Files 2006 Amended Returns Income \$4.6 Million	
		Cannon Paid \$2,284,687	Cannon Paid \$946,060	Cannon Paid \$2,655,717	Cannon Paid \$415,255	Cannon Paid \$708,895	Cannon Paid \$1,183,152	Byrd/Dallas Release TR Forlondo Handwritten Admissions She Was Married Before 2001 Ceremony	Dallas Deanna TR Forlondo Interfere w/ Christie's Sale
				Phil Farr Understates Income on Tax Returns by \$3 million per Year (2003-2006)				\$5 Million Check to Nobody Discovered	AG Opposes Hiring Power/Gibbs/AGgressive on WTS-TV on Forlondo; AG Declares Tommie Rae \$500,000 Over 22% of \$4.6 Fed Govt Assets AG Shuts DNA Testing
Buchanan/Pope Attorney General							NY Lawsuit Follows RBS \$42 Million Professional Appraisal (May 2006)	Sept 2007 AG Enters To Protect Needy Students	Aug 12/2008 AG Assumes Control Stand Down Email Appoints Bauknight
Bauknight			Deanna/Yamma Sue James Brown				James Brown Dies Dec 25, 2006	Brown #11 Forbes Top Earning Dead Celebrities \$5 Million Elvis #12 Bob Marley #12	Forlondo/Bell Sue to Reinstatement Cannon/Dallas Settling Parties Refuse IRS \$434M Publicity with Settling
Cannon & Dallas		James B. Born	Brown/Hynie Ceremony	Harland Howard Dies	Ray Charles Dies		Brown Discusses Estate Plan with Tommie Rae & 6 Named Children	Ray Charles Foundation \$49,462,281	Forlondo & Bell Grievances and
Other Events									
• Ellison Thomas Chart									
	2000	2001	2002	2003	2004	2005	2006	2007	2008 2009

306

ROWN

and Benefits and Breaches of Others Under Last Will of James Brown

No PR/Trustees as per Wilson v Dallas Fiduciary Appointments of Bauknight declared void in Wilson v Dallas May 2009-May 2013			Bauknight With "Monitoring" by AG		
1. Buchanan/Pope, with Pro Bono Publico Counsel Richardson & Hayes, at Modest Cost, Secure Wilson v Dallas Decision Voiding AG's Settlement Which Dismembered James Brown Estate Plan²² 2. Private Foundations Copyright Heirs & Musical Millionaires: Why the James Brown "I Feel Good" Trust Doesn't, Published by Wm. Jeffrey Smith, Pope²³ 3. AG Jones Claims 5-Year Common Interest with Tommie Rae²⁷ 2. AG Tommie Rae & Others File Richland 4900 for Benefit of AG's Legacy Trust²⁸ 3. Bauknight/AG Use FOIA Suits to Prevent Release of Information Showing Tommie Rae Not Spouse; Information About Legacy Trust/Wingate Contract²⁹ 4. AG Fails to Oversee Richland 4900/FOIA Cases & Legacy Trust³⁰ 5. AG Supports \$4.7 Million Value Without Reviewing Valuation³¹ 6. \$4.7 Million Reduces Benefits to Needy Siblings³² 7. \$4.7 Million Creates Income/Tax Problems Without Estate/Tax Benefit³³ 8. AG Prevents Implementation of DNA & Dignity Plan to Protect "I Feel Good" Charity's Copyrights³⁴ AG Requires Buchanan not to File Wilson Petition for Rehearing³⁵			1. Bauknight Asserts Tens of Millions of Dollars in Legal Fees from James Brown's Charity Spent Since 2007³⁵ 2. Bauknight Asserts Millions Spent Related to Pope's \$2.8 Million Claim³⁶ 3. Peter Afterman Paid \$300,000+ per Year While Helping Tommie Rae & James B. Siphon Off James Brown "I Feel Good" Copyright Royalties³⁵ 4. Sojourner Paid \$1.5 Million, But Claims No Duty to Protect Copyrights³⁶ 5. Deanna, Yamma, Others Provide Additional Evidence Tommie Rae Not Spouse³⁷ 6. Bauknight/Sojourner/Tommie Rae Sued Over Alleged Backroom Copyright Deals (2018)³⁸		
May 26, 2009 Judge Early Approves AG's Settlement³³ May 19, 2010 Buchanan/Pope v. AG³⁴ AG's Settlement Saved Estate Taxes⁴⁴ 3. Bauknight Fails to File Amended Tax Returns in 2009 & 2011, When 1/3 of Assets Become Taxable After IRS Closing Letter (2007-2013)⁴⁷ 4. Bauknight Pays Wingate Firm \$500,000 (Returned in 2013) & Buchanan \$500,000 to Obtain Releases for Tommie Rae, Himself & AG⁴⁸			Disallowance Requires Pope to File Aiken 1337. Bauknight Claims \$99 Million Less \$15 Million TIAA Debt is Overinflated and Self-Serving (May 29, 2013-2018)³⁹ Wingate Contract⁴⁰ Governor McMaster Confirms He Did Not Authorize State/AG to be Party to Richland 4900, Bauknight to Act On Behalf of AG⁴¹ Attorney General Wilson Confirms No Knowledge of Richland 4900⁴²		
AG Helps Reinstate Bauknight - Continues to Pursue Richland 4900 with Tommie Rae⁴³			2013 Wingate Returns \$500,000 Costs Paid 1st 2012⁴⁹ Judge Early Approves Buchanan Service⁵⁰ Ray Charles 9th Circuit Decision⁵¹ Roger Miller, Smith, Lightsey, Pope Confirm: 15-20X Royalties Reasonable for Copyrights⁵²		
file False Affidavits Bell/Forlando Plant False Grammy Claim Ray Charles Foundation Sues Over Termination Rights 2013 & 304 Copyright Act⁵³			Ray Charles Foundation \$4.7 Million for 900 Copyrights⁵⁴ Journalist Releases Tommie Rae Admission She Was Married & Possibly Pregnant Before Ceremony With Brown⁵⁵ Termination Rights Apply Only to US Copyright About 1/2⁵⁶		
2009			2010		
2011			2012		
2013			2014		
2015			2016		
2017			2018		

FILED 1-10-17
Robert J. Brown
C.C.P. & G.S.
210
Anita
Deputy Clerk
DEFENDANT'S
EXHIBIT
4-11-17
Robert Brown

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

CANC 9-7-17
FILED
Robert J. Brown
C.C.P. & G.S.
Anita
Deputy Clerk

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.

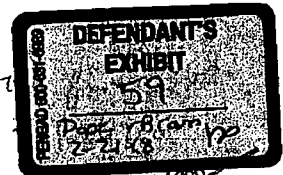
We understand and appreciate that this letter of intent and any formal offer shall be subject to evaluation and approval of both the Special Administrators and the final approval of the Court.

In Summary

- **Beginning Cash Balance**
 - November 20, 2007 \$151,822.76
- **Ending Cash Balance**
 - May 22, 2009 \$12,331.97
- **Deposits**
 - \$703,608.07
- **Primary source of deposits**
 - Christie's Sale \$544,077.87 (77.32% of all deposits)
- **Disbursements**
 - \$843,098.86
- **Notable Disbursements**
 - Pope/Buchanan/Other Attorneys **\$458,624 (54.39% of all disbursements)**
 - US Treasury/IRS **\$ 19,985 (2.37% of all disbursements)**

Adele J. Pope

From: Pfeiffer, Vivian [VPfeiffer@christies.com]
Sent: Friday, January 11, 2008 5:22 PM
To: adele@popelawfirm.com; kevin@popelawfirm.com; Laura@popelawfirm.com;
catie@popelawfirm.com
Cc: Lipman, Simeon; Pfeiffer, Vivian
Subject: Appraisal



need - lot
2 in x 12

2 in x 12 = 15.16.1
1 in = 60

8 Boxes - 15.16.1
2 pr. Anita Knopke

Dear Adele and team:

The Christie's team will be at the Brown residence at 2pm on Monday and the plan is to work the entire week. .

Monday's group:

Simeon Lipman, Kate Tambillia and Sandra Giloyest.

I will advise when the Real Estate team will visit.

Today we sent to your attention the Appraisal Agreement by FedEx.

A telephone line has been set for Tuesday at 3pm. All interested parties should call into 212-707-5936.

I will be at the Heckerling Conference starting on Monday but in daily contact with the team at the house.

Please let me know the exact address, and name and cel phone number of the person in your team who will meet at the house on Monday.

Here at Christie's, we are all very excited to work with you and with the Estate of James Brown.

Best regards,

Vivian Pfeiffer

Visit www.christies.com to explore special multi-media sale promotions, browse our illustrated catalogues and leave absentee bids through LotFinder(R), Christie's online search engine, and register for Internet bidding with Christie's Live(TM).

This message and any attachment are confidential. If you are not the intended recipient, please telephone or email the sender and delete the message and any attachment from your system. If you are not the intended recipient you must not copy this message or attachment or disclose the contents to any other person.

Brown, J- TPP

8377

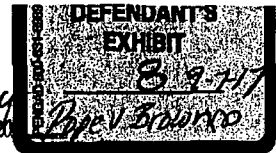
Christie's

3032

Adele J. Pope

FILED

1-16-19



From: Marianne Conlin [MCONLIN@carlinamerica.com]
Sent: Thursday, January 22, 2009 8:40 AM
To: Adele Pope
Subject: Fwd: RE: I GOT YOU (I FEEL GOOD) / THE REPOSSESSION MAMBO

Adele, I am re-sending the attached e-mail to you because according to my records it went through to Bob Buchanan yesterday but from some unknown reason it did not go through to you.

Regards,

Marianne Conlin

Carlin America, Inc., 126 East 38th Street, New York, New York 10016

Phone: 212-779-7977 / Direct Dial: 212-284-3897 / Fax: 212-779-7920

e-mail: mconlin@carlinamerica.com

Date: Wed, 21 Jan 2009 14:24:23 -0500
From: "Marianne Conlin" <MCONLIN@carlinamerica.com>
To: <adele@popelawfirm.com>
Cc: "Robert Buchanan" <rlbuchananjr@bellsouth.net>
Subject: RE: I GOT YOU (I FEEL GOOD) / THE REPOSSESSION MAMBO

FILED 9-7-17
C.C.P. & G.S.
Anita Knoke

As per your recent request

I GOT YOU (I FEEL GOOD) commercial usages

- PSA to promote a smoke free Delaware - license current. Agreement expires 7/30/2009.
- Yoplait Yoptimal Yogurt - quotes pending.
- TD Insurance - dead issue.
- Northern Bathroom Tissue - dead issue. Advertiser used another song.
- local auto dealers - quotes expired. Filed as a dead issue 10/1/2008.
- regional car dealership in Boston, MA - quotes expired. Filed as a dead issue 10/1/2008.
- PSA Home 4 The Holidays worlds largest pet adoption - quotes expired. Filed as a dead issue 12/31/2008.
- Pacific Power Energy Efficiency Campaign - never received response from Adele Pope or Robert Buchanan to my e-mail dated 5/30/2008.
- Advertiser moved on to another song. Filed as a dead issue 6/16/2008.

I GOT YOU (I FEEL GOOD) synchronization usages

- OLD DOGS trailers - quote pending.
- THE REPOSSESSION MAMBO - quote pending.

Regards,

Marianne Conlin

Carlin America, Inc., 126 East 38th Street, New York, New York 10016

Phone: 212-779-7977 / Direct Dial: 212-284-3897 / Fax: 212-779-7920

e-mail: mconlin@carlinamerica.com

>>> "Adele J. Pope" <adele@popelawfirm.com> 1/16/2009 2:31 PM >>>
Re: Estate/Trust of James Brown -
2008

Marianne,

We are completing our year-end summaries for 2008 and organizing for 2009.
We would very much appreciate it if you have any summary of 2008 approvals you could send us.

FILED

216.19



Page 1 of 2

Adele J. Pope

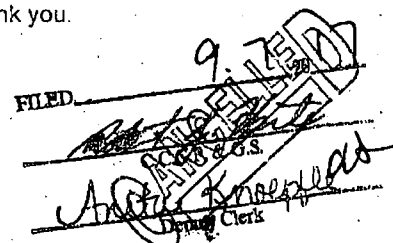
210
2/2
Kane, Timothy [Timothy.Kane@warnerchappell.com]
Friday, January 23, 2009 9:04 PM
adele@popelawfirm.com
RE: "Soul Power" / Various James Brown Songs
soulpower.PDF

Approved
1/26/09
AM

Hi Adele,

I am just following up on this request. Do we have any updates on this? Thank you.

Best regards,
Tim Kane



From: Kane, Timothy On Behalf Of Woods, Pat
Sent: Wednesday, December 17, 2008 2:32 PM
To: 'adele@popelawfirm.com'
Subject: RE: "Soul Power" / Various James Brown Songs

Hi Adele,

I just spoke with Marjorie Scheker and she advised me to resend Pat's outstanding requests. Please advise regarding the attached usage(s) and fee(s).

Best regards,
Tim Kane
OBO Pat Woods

P.S. Please approve fee range of \$5,000 - \$7,500 per song; MFN.

From: Adele J. Pope [mailto:adele@popelawfirm.com]
Sent: Thursday, December 11, 2008 5:20 AM
To: Kane, Timothy
Subject: RE: "It Takes Two" / Trailers For "The Proposal" & "Soul Power" / Various James Brown Songs

We are simply unable to deal with this until January. Bob and I will meet and discuss it then.

Adele J. Pope
December 11, 2008

From: Kane, Timothy [mailto:Timothy.Kane@warnerchappell.com]
Sent: Wednesday, December 10, 2008 7:29 PM
To: adele@popelawfirm.com
Subject: FW: "It Takes Two" / Trailers For "The Proposal" & "Soul Power" / Various James Brown Songs

Hi Adele,

Pat requested that I follow up with you on these requests. They are becoming quite urgent. They are as follows: "Soul Power" / Various James Brown Songs (step deal) and "It Takes Two" / Trailers for "The Proposal". Thank

1/26/2009

3034

you very much for your time.

Best regards,
Tim Kane
OBO Pat Woods

From: Kane, Timothy **On Behalf Of** Woods, Pat
Sent: Tuesday, December 09, 2008 9:46 AM
To: 'jennifergood@gmail.com'; Fulton, Angus
Cc: 'adele@popelawfirm.com'
Subject: "It Takes Two" / Trailers For "The Proposal"

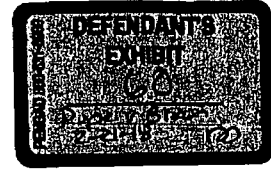
Hi Jennifer and Angus,

Please advise regarding the attached usage(s) and fee(s).

Best regards,
Tim Kane
OBO Pat Woods

1/26/2009

3035



CHRISTIE'S

FILED 1-16-09
Robert H. Barte
CCRM & GS
Christie Knapp 210 pm

Selection For Sale

PROPERTY BELONGING TO
THE ESTATE OF JAMES BROWN

430 DOUGLAS DRIVE
BEECH ISLAND, SOUTH CAROLINA 29842

FEBRUARY 22, 2008

CHRISTIE'S

Specialists

Estimated by:

Simeon Lipman
Thomas Root

(Pop Culture)
(Furniture and Decorative Art)

LOW ESTIMATE: \$689,600.00

HIGH ESTIMATE: \$998,400.00

This document sets forth Christie's preliminary opinion as to the price range your property may fetch at auction. Such estimate is a statement of opinion only and shall not be relied upon by you or any third party as a prediction or guarantee of the actual selling price. Christie's makes no representations or warranties with respect to the property, its authenticity, attribution, condition or otherwise. Furthermore, this document is intended solely for the use of the owner of the property and only for the purpose of considering whether to consign the property to Christie's. It may not be used by the owner for any other purpose, or by any third party for any purpose whatsoever, nor may it be published.

**** WARNING SOME PRICES ARE MISSING ****

CHRISTIE'S

Summary of Estimate

MAIN HOUSE

FURNITURE AND DECORATIVE OBJECTS	\$9,500 - 14,100
POP MEMORABILIA	\$661,600 - 956,300
JEWELRY	\$10,100 - 15,700

RICHARD'S FURRIERS

POP MEMORABILIA	\$8,400 - 12,300

TOTAL:	\$689,600.00 - 998,400.00

CHRISTIE'S

PROPERTY BELONGING TO

THE ESTATE OF JAMES BROWN

430 DOUGLAS DRIVE
BEECH ISLAND, SOUTH CAROLINA 29842

MAIN HOUSE

FURNITURE AND DECORATIVE OBJECTS

DEN

1.	A PAIR OF PAINTED AND LEADED GLASS PANELS	\$2,000 - 3,000
	Modern	
	Decorated with peacocks	
	72 x 37 inches	

(2)

CHRISTIE'S

MAIN HOUSE
FURNITURE AND DECORATIVE OBJECTS
LIVING ROOM

2. A GREEN METALLIC VINYL-COVERED DEMILUNE-SHAPED SOFA \$1,000 - 1,500
Modern
With rolled button back, three cushions and pleated skirt
Height: 29 inches
Width: 151 inches
Depth: 86 inches LR120
3. A GREEN METALLIC VINYL-COVERED TULIP-FORM ARMCHAIR \$300 - 500
Modern
Height: 30 inches
Width: 32 1/2 inches
4. A GREEN METALLIC VINYL-COVERED ARMCHAIR \$300 - 500
Modern
With low back, arms and seat cushion; on a Chinese style hardwood base
Height: 27 inches

CHRISTIE'S

MAIN HOUSE
FURNITURE AND DECORATIVE OBJECTS
JAMES BROWN'S BEDROOM

5.	A CEDAR WOOD WALL PLAQUE Modern Formed as a peacock 33 x 60 inches	\$300 - 500
6.	AN UPHOLSTERED OVER-SIZED ARMCHAIR AND OTTOMAN Modern Covered in a close-nailed pale brown leather	\$1,000 - 1,500
	(2)	

CHRISTIE'S

MAIN HOUSE
FURNITURE AND DECORATIVE OBJECTS
SUN ROOM

7. FOUR CUT-METAL AND WROUGHT SIDE CHAIRS AND A CIRCULAR DINING TABLE \$300 - 500
Modern
With glass top
Height: 29 1/2 inches
Diameter: 41 1/2 inches

(5)

CHRISTIE'S

MAIN HOUSE FURNITURE AND DECORATIVE OBJECTS ATRIUM

8. A SUITE OF UPHOLSTERED SEATING FURNITURE \$1,500 - 2,000
Modern
Covered in a ribbed buttoned red leather
Comprising:
A three-seat sofa, length: 91 inches
A two-seat loveseat, length: 63 inches
A single-seat armchair and matching ottoman (4)
9. A PAIR OF UPHOLSTERED SWIVELING SIDE CHAIRS \$400 - 600
Modern
Covered in a ribbed close-nailed red leather, on a
hoop-and-stave constructed barrel base with flaring feet (2)
10. A MUSLIN SOFT SCULPTURE \$500 - 700
Modern
Formed as a palm tree
Height: 84 inches
11. A CARVED HARDWOOD FIGURE OF AN AFRICAN WOMAN \$300 - 500
20th century
Height: 75 inches
12. A GROUP OF UPHOLSTERED SEATING FURNITURE \$800 - 1,000
Modern
Comprising:
A pair of serpentine-backed, kidney-shaped sofas,
covered in a gold-colored damask, length: 75 inches

CHRISTIE'S

MAIN HOUSE FURNITURE AND DECORATIVE OBJECTS ATRIUM

(Continued)

A circular pouf, with a buttoned green silk seat and
shaped tassled skirt, diameter: 42 inches

Eleven assorted sofa pillows

(14)

CHRISTIE'S

MAIN HOUSE FURNITURE AND DECORATIVE OBJECTS ATRIUM BAR

13. A GROUP OF TUBULAR-METAL BAR FURNITURE
Modern
Comprising:
A circular bar table, with red laminate-covered top and legs joined by a footrail, height: 41 inches, diameter: 30 inches

Two bar stools, *en suite*, covered in a red-colored leatherette, height: 28 1/2 inches, diameter: 13 1/2 inches

A similar bar stool, with spindled back and stationary seat, height: 39 inches
(4) \$300 - 500
14. A GROUP OF ONE-HUNDRED SIXTY ASSORTED BAR GLASSES
Modern
Most with stems, some colored, others with metallic band
(160) \$300 - 500

CHRISTIE'S

MAIN HOUSE
FURNITURE AND DECORATIVE OBJECTS
LEFT HALL - GUEST ROOM

15. A PHONOGRAPH \$200 - 300
Circa 1920s
In a mahogany case, with nickled-metal arm and
repoussé-decorated horn speaker
Width: 14 inches

CHRISTIE'S

MAIN HOUSE
POP MEMORABILIA
FOYER

16.	AN EASEL AND PICTURE OF JAMES BROWN ON COPPER Signed <i>M.M. Williams, Jr.</i>	\$200 - 300
17.	JAMES BROWN'S SHEET MUSIC COLLECTION	\$5,000 - 7,000

CHRISTIE'S

MAIN HOUSE POP MEMORABILIA DEN

18.	A RECORD HERO AWARD Dated <i>June 5, 2003</i>	\$500 - 700
19.	A TRUMPET AWARD	\$500 - 700
20.	A HARMONICA Circa 1950s By Hammon & Hammon, in box	\$200 - 300
21.	A INDUCTION AMERICAN MUSIC AWARD Circa 1981	\$500 - 700
22.	A ST. PETER'S BAPTIST CHURCH AWARD	\$500 - 700
23.	AN NAACP AWARD Dated <i>January 17, 2000</i>	\$500 - 700
24.	A MARTIN LUTHER KING HISTORICAL SITE GOLDEN DRUM Dated <i>June 29, 2001</i> , in case	\$3,000 - 4,000
25.	A WALL PICTURE OF JAMES BROWN AND HIS SON	\$200 - 300
26.	A CEMENT-PAINTED FIGURE OF JESUS	\$200 - 300
27.	A SILVERED COLORED PHONOGRAPH	\$200 - 300

CHRISTIE'S

MAIN HOUSE
POP MEMORABILIA
DEN

28.	A CITY OF NEW YORK AWARD	\$500 - 700
29.	A LEATHER-BOUND BIBLE	\$200 - 300
30.	A SHOESHINE BOX	\$200 - 300
31.	A LARGE BUST OF JAMES BROWN	\$2,000 - 3,000
32.	A SONGWRITERS HALL OF FAME AWARD Dated <i>June 15, 2000</i>	\$3,000 - 4,000
33.	A BLACK AND WHITE PHOTOGRAPH OF JAMES BROWN In silver-colored frame	\$200 - 300
34.	A MOJO LIFETIME ACHIEVEMENT AWARD	\$3,000 - 4,000
35.	A HAPPY BIRTHDAY AWARD TO JAMES BROWN Dated <i>May 3, 1991</i>	\$500 - 700
36.	AN INTERNATIONAL ACADEMY OF MUSIC ENTERTAINER OF THE CENTURY AWARD Dated <i>12/1/90</i>	\$2,000 - 3,000
37.	A NATIONAL ACADEMY OF RECORDING ARTS & SCIENCES AWARD	\$15,000 - 20,000

CHRISTIE'S

MAIN HOUSE POP MEMORABILIA DEN

38.	A CUP Inscribed <i>The Only Original James Brown Award</i>	\$500 - 700
39.	A HARVARD LAMPOON GROUP OF ARTICLES Comprising: A pewter cup, with glass bottom A bronze medal, with ribbon A large silver bowl, engraved <i>The 120th Board of Harvard Lampoon Presents The Wheelwright Award September 16, 2004</i> (3)	\$3,000 - 4,000
40.	A U.S.A. OLYMPIC COMMITTEE AWARD	\$500 - 700
41.	A PICTURE OF JAMES BROWN With Mr. and Mrs. George Bush	\$200 - 300
42.	AN EXTRAORDINARY LIFETIME AWARD From the John F. Kennedy Center	\$10,000 - 15,000
43.	A MINIATURE MODEL OF A GIBSON GUITAR No. 3796	\$100 - 200
44.	JAMES BROWN'S GOLD RECORD Commemorating RIAA certified gold selling more than 125,000 copies, in frame	\$2,000 - 3,000
45.	A KENNEDY CENTER HONORS AWARD Circa 2003	\$10,000 - 15,000

CHRISTIE'S

MAIN HOUSE POP MEMORABILIA DEN

46.	A GREATEST PRIVILEGE AWARD From the White House, Richard M. Nixon, 1970	\$500 - 700
47.	A JIMMY CARTER AWARD Circa 1972	\$400 - 600
48.	A COLOR PICTURE OF THE BLUES BROTHERS	\$100 - 200
49.	A MARTIN LUTHER KING AWARD	\$3,000 - 4,000
50.	A UK HUMANITARIAN MUSIC AWARD Dated April 6, 2006	\$2,000 - 3,000
51.	A GIBSON ACOUSTIC GUITAR In case, jumbo model EJ200-Epiphone Serial No. Y207183 Signed for Mr. Brown's birthday by Ozzy Osborne, William King, the Commodores and Vonny Hilton Sweeney	\$3,000 - 4,000
52.	A VOX ACOUSTIC GUITAR In case, serial No. 442910 (Surface crack inside, very good condition)	\$1,000 - 2,000
53.	A SIGNED PHOTOGRAPH OF JAMES BROWN 8 x 10 inches	\$100 - 200
54.	A SILVER-PLATED TRAY Inscribed To James Brown - Godfather of Soul	\$200 - 300

CHRISTIE'S

MAIN HOUSE
POP MEMORABILIA
DEN

55. A PICTURE OF JAMES BROWN AND GEORGE BUSH
Signed, in frame \$200 - 300
56. A GROUP OF THREE CARDS \$600 - 800
Comprising:
A Health Fund Afra Account No. 1386001259323801
A Health Fund card James Brown 259-32-3801
A Screen Actors' Guild Producer Health Plan
1/1/2006-12/31/2006

(3)

CHRISTIE'S

MAIN HOUSE
POP MEMORABILIA
DINING ROOM

57.	JAMES BROWN'S PROMOTIONAL PHOTO ARCHIVE (11,500 +)	\$3,000 - 5,000
58.	JAMES BROWN'S POSTER ARCHIVE (360 in all)	\$8,000 - 10,000

(360)

CHRISTIE'S

MAIN HOUSE POP MEMORABILIA LIVING ROOM

59.	A PHOTOGRAPH OF JAMES BROWN Taken with Shaq O'Neal and Kobe Bryant, in gold frame	\$300 - 300
60.	A PHOTOGRAPH OF JAMES AND ADRIENNE BROWN From George Bush, Sr.	\$200 - 300
61.	A PHOTOGRAPH OF JAMES BROWN AND GEORGE BUSH, JR. <i>Inscribed Killings is Out, School's In</i>	\$200 - 300
62.	A PHOTOGRAPH OF JAMES BROWN AND RONALD REAGAN	\$200 - 300
63.	A LARGE PASTEL OF JAMES BROWN <i>Signed and dated by artist Moilanen 2001</i> Matted, in black frame	\$300 - 400
64.	A FRAMED GOLD RECORD <i>Inscribed Personal Hits Paragon Productions</i>	\$1,000 - 1,500
65.	A FRAMED GOLD PLATINUM RECORD AND TAPE From Scotti Brothers	\$1,000 - 1,500
66.	A FRAMED GOLD RECORD <i>Inscribed Outstanding Contributions to African American Culture, Saturday July 20, 1991, Atlanta Georgia</i>	\$1,000 - 1,500
67.	A CASIOTONE 403 KEYBOARD	\$300 - 500

CHRISTIE'S

MAIN HOUSE POP MEMORABILIA LIVING ROOM

68.	A CASIOTONE KEYBOARD In fabric case, battery operated and a bad key	\$300 - 500
69.	A BLACK AND WHITE PHOTOGRAPH OF JAMES BROWN AGAINST AN OPEN DOOR 8 x 10 inches	\$200 - 300
70.	A BLACK AND WHITE PHOTOGRAPH OF JAMES BROWN LEANING ON A CAR 8 x 10 inches	\$200 - 300
71.	A PHOTOGRAPH OF JAMES BROWN AND MR. AND MRS. GEORGE W. BUSH In frame	\$200 - 300
72.	A REPUBLICAN PRESIDENTIAL HONOR ROLL Signed by <i>Ronald Reagan</i> and <i>John McCain</i>	\$300 - 500
73.	A SILVER-PLATED BOWL Inscribed <i>I Can Award BMI Augusta 2002</i>	\$800 - 1,200
74.	THE 3RD ANNUAL BLACK ENTERTAINMENT TELEVISION CRYSTAL TROPHY AWARD PRESENTED TO JAMES BROWN Dated <i>June 24, 2003</i>	\$3,000 - 4,000
75.	A SET OF WINE GLASSES Engraved <i>George Bush The Presidential Dinner</i>	\$300 - 400
76.	A GLASS DIESEL U MUSIC AWARD Dated <i>2004</i>	\$1,000 - 1,500

CHRISTIE'S

MAIN HOUSE
POP MEMORABILIA
LIVING ROOM

77.	THE 1982 TELECAST OF THE 24TH ANNUAL GRAMMY AWARDS FOR THE NATIONAL ACADEMY OF RECORDING ARTS & SCIENCES Bronzed in box	\$2,000 - 3,000
78.	A JAMES BROWN MUSICAL SINGING DOLL Signed	\$200 - 300
79.	THE WORLD ACHIEVEMENT AWARD Dated <i>June 22, 1991</i>	\$500 - 700
80.	A YAMAHA BLACK LACQUER BABY GRAND PIANO Serial No. <i>GH1 B 4450774</i> Together with: A matching bench (2)	\$15,000 - 20,000
81.	A ONE LIFETIME MALE RHYTHM AND BLUES ARTIST CRYSTAL AWARD PRESENTED TO JAMES BROWN Dated <i>February 22, 1992</i>	\$1,000 - 1,500
82.	A BLACK RADIO HALL OF FAME AWARD PRESENTED TO JAMES BROWN, THE GODFATHER OF SOUL	\$1,000 - 1,500
83.	THE MONSTER CABLE AWARD PRESENTED TO JAMES BROWN	\$1,000 - 1,500
84.	THE ROCK & ROLL HALL OF FAME AWARD PRESENTED TO JAMES BROWN	\$15,000 - 20,000

CHRISTIE'S

MAIN HOUSE
POP MEMORABILIA
LIVING ROOM

85.	THE 1983 25TH ANNUAL GRAMMY AWARD PRESENTED TO JAMES BROWN - MAGAZINE	\$200 - 300
86.	TWO POSTERS OF JAMES BROWN Signed (2)	\$600 - 800
87.	A TAMBOURINE	\$300 - 500
88.	A BLACK MAGNAVOX STEREO RADIO TURNTABLE Circa 1970s With doors	\$1,500 - 2,000
89.	AN HONORARY COLONEL LIEUTENANT AWARD PRESENTED TO JAMES BROWN From the State of Alabama, signed <i>George C. Wallace</i> , <i>November 8, 1985</i>	\$500 - 700
90.	THE STATE OF ALABAMA, GOVERNOR'S OFFICE HONORARY CITIZEN OF ALABAMA AWARD PRESENTED TO JAMES BROWN	\$500 - 7,000
91.	THE REPUBLICAN PRESIDENTIAL TASK FORCES CARD Signed on the back	\$200 - 300
92.	A VISA APPLICATION TO ENTER JAPAN	\$500 - 700

CHRISTIE'S

MAIN HOUSE
POP MEMORABILIA
LIVING ROOM, ATRIUM, RED ROOM

93.	THIRTY-SIX KEYS TO CITIES	\$5,000 - 7,000
	(36)	
94.	MISCELLANEOUS AWARDS	\$20,000 - 25,000
	(Selections to be Determined)	
	(54)	
95.	A GROUP OF RECORDS	\$1,000 - 1,500
	(Approximately 235 in all)	
	(235)	

CHRISTIE'S

MAIN HOUSE POP MEMORABILIA JAMES BROWN'S BEDROOM

96. A PAIR OF BLACK LEATHER BOOTS \$200 - 300
By Dan Post #431
97. A FUR WALKING STICK #433 \$600 - 800
Inscribed James Brown - Godfather of Soul
- Together with:
Horse hair braids, with James Browns' song names (2)
98. A WHITE BELT ~~20~~ #9 \$2,000 - 3,000
Inscribed Sex Machine, We Love You, James
99. JAMES BROWN'S BLACK CAPE \$15,000 - 20,000
NO NUMBER - ON BED
100. JAMES BROWN'S CHILDHOOD PHOTO #457 \$500 - 700

~~Fun~~
Bedside table #437

Red-Lthr - #

3 Indian Brass candlesticks #463, 454, 448

Cedar wood wall plaque - #~~500~~ 505

Leaded + moded green GLASS lamp # ~~444~~ 444

~~Redwood table lamp~~
Similar table lamp - 441

Upholstered, oversized armchair / ottoman - #432

(Mahogany veneer chest w/ vert. top over #493) ???
three short
Armes

Delmar

- Queen Anne Windsor seat #440
Queen Anne style pine side table #430
Gold speckled painted heart mirror
Carved & painted wood elephant table base #436
3 asst. Swords #
Guttenen milkbottle #510
Tap. short #509
military #508
Italia keyhole/papered covered box on wrought iron #4
Large room chair #7
4 netl ch. & DW, TABLE #3
Bench-pressed #2
Torchiers #10
Stained cherry shawl mirror #6
Sec Television #11
Grass of curtains - NO #
Pair, whitewashed vns #37
w/bamboo #30
Wood stool-carve
circ. seat
Typeried, copper Torchis - #29
Remnant of - #40 - bucket
#41 - bowl
#43 - Black coll. sticks
#56 - wicker & wire etagere
#34 - Gold wash (green glaze vase
w/ sculpted fin

CHRISTIE'S

MAIN HOUSE
POP MEMORABILIA
JAMES BROWN'S BEDROOM CLOSET 1

101.	A PAIR OF DURANGO BOOTS With rhinestones, in leather case	1st Closet ↓ #1	\$500 - 700
102.	A FRESHER GUITAR In case, <i>Made in Japan</i>	closet #30	\$800 - 1,200
103.	A MOOG MUSIC INC KEYBOARD AND AMPLIFIER In case, serial no. 3065	#31	\$800 - 1,200
104.	A REGULAR LENGTH COAT AND GOLD-COLORED PANTS With rhinestones and fringe	#47	\$2,000 - 3,000
105.	A BLUE SUIT WITH PANTS With gold trimmed eyelets and a James Brown patch	#60	\$2,000 - 3,000
106.	A PAIR OF PAJAMAS With purple embroidery <i>James Brown - Godfather of Soul</i> within a crown	~~#88~~ #87	\$500 - 700
107.	A BLACK HOUSE COAT Lined in burgundy, embroidered with a <i>James Brown</i> crown	#109	\$500 - 700
108.	A RHINESTONE COAT, PANTS AND SHIRT (3)	#148	\$2,000 - 3,000
109.	A RHINESTONE COAT, PANTS AND SHIRT (3)	#149 - ~~Black~~ Silver ~~Black~~	\$2,000 - 3,000

Oriental Gdn

No #'s on inventory

- 3-tiered pagoda lantern #1
- 2x 1-tiered pagoda - #2
- Cast metal lions #3
- Musical camp - #4
- Red comp. figure #5
- 3x Grafta benches #6

Hall Bldg

Brass TP holder #9

- Chrome metal towel rack - #2
- Group - hammered metal address #4
- not recorded - #5 brass dish

Guest bed - left Hall

Brass ^{Phone} ~~stand~~ #8

Mexican art & piece of mirror # - ~~(#18)~~ (#18 ~~and~~ ~~more~~)

~~Hammered metal yellow flower~~ #17

Small wall mirror w/ tiles #17

Photograph in mahogany case - #19



CHRISTIE'S

MAIN HOUSE
POP MEMORABILIA
JAMES BROWN'S BEDROOM CLOSET 1

-
110.	A LONG BLUE COAT #150 With sequins	\$2,000 - 3,000
111.	A BLACK COAT, VEST AND PANTS With gold epaulet #163	\$2,000 - 3,000
	(3)	
112.	A BLACK JUMP SUIT #165 With coat, rhinestone buttons	\$2,000 - 3,000
113.	A BLACK COAT #168 With tassels and sequins	\$2,000 - 3,000
114.	A NAVY CAPE #171 With rhinestones, embroidered <i>Thy Name is Godfather of Soul</i>	\$15,000 - 20,000
115.	A BLUE COAT #175 With green and gold crown, with James Brown pants	\$2,000 - 3,000
	(2)	
116.	A WHITE COAT, BLACK VEST AND PANTS With rhinestones and tassels #176	\$2,000 - 3,000
	(3)	
117.	A WHITE VEST WITH PANTS With rhinestone studs #179	\$2,000 - 3,000
	(2)	
118.	A GREEN COAT, VEST AND PANTS With rhinestone studs #184	\$2,000 - 3,000
	(3)	

L-Hall Bedroom cont

Misc. group of furniture

- fake marble top - 21
- Brass etagere - 3
- Chinese wood box - 15
- upholstered chair / ott - 20
- ~~Brass etagere~~
- Pair white wood / black metal tables - 177
- Group of fine tools - #1, 2

RH. Hall bedroom

Maple bed w/ peacock headboard #5

- Brass & wood bench - #6
- RCA TV - w/ recorder #1

Contents of guest bath:

Buque mirror - part of wall

RH. Bath

Gold painted wood & marble mirror bracket - part of wall - #

Black painted etagere - #5

- stools - #4

Pair of tables - #6

Laundry

table / 4 chs - #4

Safe - #1

Remainder contents

- ~~brush~~ brush - #2

- terrestrial globe - #3

WAC commiter set - LRL2-25

#LRL2-24 & 36 - Group in LR

R-table ornaments

CHRISTIE'S

MAIN HOUSE
POP MEMORABILIA
JAMES BROWN'S BEDROOM CLOSET 1

-
119.	A GREEN COAT, VEST AND PANTS With gold epaulet #188	\$2,000 - 3,000
	(3)	
120.	A RED JUMPSUIT #195 With black rhinestones	\$2,000 - 3,000
121.	A RED COAT #20199 With red fringe and black studded silk	\$2,000 - 3,000
122.	A BLUE POLYESTER JUMPSUIT With six rhinestone buttons #202	\$2,000 - 3,000
123.	A RED COAT AND PANTS #205 By Curtis Gibson of Stage Clothes With gold trim epaulet and gold trim on sleeves	\$2,000 - 3,000
	(2)	
124.	A GREEN SILK SHIRT AND PANTS By Curtis Gibson Stage Clothes #206 With rhinestone studs	\$2,000 - 3,000
	(2)	
125.	A BURGUNDY COAT WITH PANTS By Curtis Gibson Stage Clothes #207 With gold epaulet and J.B. patch	\$2,000 - 3,000
	(2)	
126.	A GREEN TUXEDO COAT By Curtis Gibson Stage Clothes With gold stripes #209	\$2,000 - 3,000

Betsy Shop

- White Iron chairs - #95
- Wicker peacock chairs - #2
- Leaded glass & metal lamp - #8
- Compositional figure of hawk on rock #101
- Cut glass ~~prism~~ picture glasses - 125
- Machine-made area rug - 119
- Group of maple furniture #7
- African carved wood stand #122
- Two carved wall vases - #3 & #4
- Upholstered leather sofa #1
- Brass bell-cast - rock - #98 - no tag

Remaining contents:

- Mahogany-stained wall tree - #5
- Gold plastic tissue cover - #14
- Folding message table - #61
- TV-Treeflut - #38
- 3 wicker hampers - #73, 71, 72
- Gold painted wall mirror #63
(David Washington)
- Folding tray table - #113
- Brushed rug rug - #114

X For
Cover
removed
in Betsy
Shop

CHRISTIE'S

MAIN HOUSE
POP MEMORABILIA
JAMES BROWN'S BEDROOM CLOSET 1

127. A BLUE COAT AND PANTS \$2,000 - 3,000
By Curtis Gibson Stage Clothes
With black tassels #210 (2)
128. A BURGUNDY VEST AND SILK PANTS \$2,000 - 3,000
By Curtis Gibson Stage Clothes
With rhinestone studs #214 (2)
129. A RED VEST AND PANTS #215 \$2,000 - 3,000
By Curtis Gibson Stage Clothes
With rhinestone studs (2)
130. A JACKET WITH PANTS #216 \$2,000 - 3,000
By Curtis Gibson Stage Clothes
With red rhinestones (2)
131. A GOLD SATIN SHORT COAT AND FRINGED PANTS \$2,000 - 3,000
By Curtis Gibson Stage Clothes #47
With rhinestone studs (2)
132. A RED, WHITE AND BLUE IMPAZ LEATHER COAT #288 \$2,000 - 3,000
133. AN APOLLO THEATER WOOL AND LEATHER COAT #5000 CAN'T Ego \$1,000 - 2,000

CHRISTIE'S

MAIN HOUSE
POP MEMORABILIA
JAMES BROWN'S BEDROOM CLOSET 1

134.	A DEMON COAT By Howard Teman With James Brown painted sign	1st closet #507	\$2,000 - 3,000
135.	A BLUE BROTHERS HAT, TIE AND GLASSES In bag #1	2nd closet (3)	\$300 - 500
136.	A GOLD AND GREEN-COLORED CIGARETTE CASE Inscribed James, with one Kool cigarette	#73	\$300 - 500
137.	A RED FUR COAT With the initials JB inside	#203	\$1,000 - 2,000
138.	A BLACK FUR COAT Inscribed James Brown - Godfather of the Soul World	#204	\$2,000 - 3,000

OPEN BEANS
6 IF TIME
either seal up in front
of cap.
take to
sealed
storage
-or-
open
& list
number
pull out any
instructions
Put not on
floor

CHRISTIE'S

MAIN HOUSE
POP MEMORABILIA
JAMES BROWN'S BEDROOM AND BEDROOM CLOSETS

*Need
to raise*

139.	JAMES BROWNS' SUITS (Selections to be Determined)	(110)	*
140.	JAMES BROWNS' SHOES AND BOOTS (Selections to be Determined)	(78)	*
141.	JAMES BROWNS' HATS AND CAPS (Selections to be Determined)	(13)	*
142.	JAMES BROWNS' SHIRTS (Selections to be Determined)	(362)	*
143.	JAMES BROWNS' PANTS (Selections to be Determined)	(61)	*
144.	JAMES BROWNS' COATS, JACKETS AND VESTS (Selections to be Determined)	(81)	*
145.	JAMES BROWNS' SUNGLASSES (Selections to be Determined)	(100)	*
146.	JAMES BROWNS' PAJAMAS (Selections to be Determined)	(71)	*

CHRISTIE'S

MAIN HOUSE

POP MEMORABILIA

JAMES BROWN'S BEDROOM AND BEDROOM CLOSETS

147. JAMES BROWNS' ACCESSORIES ★

Including:

Ties, socks, handkerchiefs, underwear, gloves, scarves,
cummerbunds, suspenders

(590)

CHRISTIE'S

MAIN HOUSE POP MEMORABILIA ATRIUM AND ATRIUM ENTRY

-
148.	A RHYTHM & BLUES LIFE ACHIEVEMENT AWARD PRESENTED TO JAMES BROWN #26	\$1,000 - 2,000
149.	A FOUR-PAGE SYMPATHY LETTER FOR TRACY ARDENNES' BROTHER #31 Handwritten by <i>James Brown</i> , on Beverly Hills stationary	\$300 - 500
150.	A LETTER WRITTEN TO PRINCESS DIANA Handwritten by <i>James Brown</i> on the back of Delta in Flight service paper #36	\$300 - 500
151.	JAMES BROWN'S BIRTH CERTIFICATE ~~#41~~ #41 - AdNem's	\$300 - 500
152.	AN UNDERCOVER BROTHER SCRIPT By John Ridley #65	\$100 - 200
153.	A HAMMOND ORGAN BENCH #112 Serial no. 100298, model no. B-3	\$10,000 - 15,000
154.	A HARMONICS TREK II ORGAN AND SPEAKER Both covered with black vinyl and trimmed with silver vinyl roping with J.B. in red vinyl on the speaker and <i>Godfather</i> on organ, both have vinyl covers #78	\$20,000 - 30,000

CHRISTIE'S

MAIN HOUSE
POP MEMORABILIA
RED ROOM

155.	AN ANDY GIBBS GREATEST HITS ALBUM PRESENTED TO JAMES BROWN From Andy Gibbs	\$200 - 300
156.	AN ANDY GIBBS <i>FLOWING RIVERS</i> ALBUM PRESENTED TO JAMES BROWN <i>Signed To James Brown from Andy Gibbs</i>	\$200 - 300
157.	A <i>TO WHOM IT MAY CONCERN</i> LETTER Written by <i>James Brown</i> regarding letting his wife, Deidre, back into their home	\$300 - 500
158.	A TWO-PAGE LETTER Handwritten by <i>James Brown</i>	\$300 - 500
159.	A LOW MENTALITY LETTER Handwritten by <i>James Brown</i>	\$300 - 500
160.	A DEAR SIR LETTER Regarding rappers taking advantage of James Brown	\$300 - 500
161.	AN ELEVEN-PAGE ARTIST AGREEMENT Signed by <i>James Brown</i> , dated <i>December 1980</i>	\$300 - 500
162.	A THIRTY-FIVE CONTRACT Signed by <i>James Brown</i> , dated <i>December 12, 1980</i>	\$300 - 500
163.	A FOUR-PAGE TERMINATION CONTRACT REGENCY Signed by <i>James Brown</i> , dated <i>December 12, 1980</i>	\$300 - 500

CHRISTIE'S

MAIN HOUSE POP MEMORABILIA RED ROOM

164.	A ONE-PAGE REGENCY ARTIST CONTRACT Signed by <i>James Brown</i>	\$300 - 500
165.	A HAND-MADE TAMBOURINE With green handle	\$300 - 500
166.	AN INVITATION TO THE BLUE BROTHERS RAP ADDRESSED TO JAMES BROWN Dated <i>February 9, 1980</i>	\$100 - 200
167.	A BLUES BROTHERS FOLDER With information	\$100 - 200
168.	A RICHMOND COUNTY SHERIFF'S BADGE	\$100 - 200
169.	A THREE-BEADED ACORN MOTHER-OF-PEARL AND TURQUOISE NECKLACE	\$200 - 300
170.	A CARVED STONE On leather necklace	\$200 - 300
171.	A ZIPPO NO. 12 LIGHTER Engraved <i>James Brown</i>	\$200 - 300
172.	A 10K GOLD ST. CHRISTOPER'S MEDAL Engraved <i>Dearest James - Our Love is Eternal Deanna Adrienne</i>	\$200 - 300
173.	A GODFATHER OF SOUL PENDANT	\$200 - 300

CHRISTIE'S

MAIN HOUSE POP MEMORABILIA RED ROOM

174.	A POEM WRITTEN TO JAMES BROWN Handwritten by <i>Muhammad Ali</i>	\$1,000 - 2,000
175.	THE HOLLYWOOD WALK OF FAME JAMES BROWN AWARD Inscribed <i>On the Occasion of Placement of Your Star in Hollywood Walk of Fame January 10, 1997, in frame</i>	\$2,000 - 3,000
176.	A SILVER-PLATED CASTLETON CHARGER PLATE PRESENTED TO JAMES BROWN From Dino's WICN Rhythm & Blues Award, dated <i>November 6, 1965 Papa's Got A Brand New Bag</i>	\$2,000 - 3,000
177.	AN ORIGINAL TWENTY-THREE PAGE FUTURE SHOCK CONTRACT Dated <i>June 25, 1976</i> , signed by <i>James Brown and Swoldener</i> , with <i>J</i> at the bottom of every page	\$800 - 1,200
178.	A DIRECTOR'S CHAIR Inscribed <i>Back to Director Chair the Tuxedo James Brown</i> on the back	\$800 - 1,200
179.	A SHOULDER WRAP Embroidered in gold and red, inscribed <i>Mr. Please Please</i> Length: 80 inches Width: 24 inches	\$500 - 700
180.	A NATRA AWARD PRESENTED TO JAMES BROWN - GODFATHER OF SOUL Dated <i>August 6, 1977</i>	\$500 - 700

CHRISTIE'S

MAIN HOUSE
POP MEMORABILIA
RED ROOM

181.	AN EARLY BLACK AND WHITE PHOTOGRAPH OF JAMES BROWN WITH HIS BAND Stamped 833 on the back	\$200 - 300
182.	A SIXTY-TWO PAGE RECEIPT BOOK With original signatures of band members	\$200 - 300
183.	A AFON EXCLUSIVE AGENT - MUSICIAN AGREEMENT Written by <i>James Brown</i>	\$300 - 500
184.	AN EIGHT-PAGE MUSIC CONTRACT Signed by <i>James Brown July 1984</i>	\$300 - 500
185.	A COMPENSATION CONTRACT FOR JAMES BROWN Dated <i>September 1980</i> , signed by <i>James Brown Jeri Lo Productions</i>	\$300 - 500
186.	A NOTE FOR JAMES BROWN TO BUY PROPERTY Signed and dated by <i>James Brown February 14, 1969</i>	\$300 - 500
187.	AN AGREEMENT FROM GOODWILL ENTERPRISES Dated <i>October 1975</i> at <i>James Brown Revue</i> , signed <i>James Brown</i>	\$300 - 500
188.	TWO ORIGINAL CONTRACTS FOR LEON AUSTIN TO DO JAMES BROWN'S HAIR ON THE ROAD Signed <i>James Brown</i>	\$300 - 500

(2)

CHRISTIE'S

MAIN HOUSE POP MEMORABILIA RED ROOM

189.	AN ENVELOPE Handwritten by <i>James Brown</i>	\$200 - 300
190.	ORIGINAL RECEIPTS With signatures of <i>Pee Wee Ellis, St. Clair Pickney, Danny Ray</i> and others	\$200 - 300
191.	TWO SHEETS OF PAPER Handwritten by <i>James Brown</i> concerning black suit for Grammy Awards and other clothes (not all in <i>James Brown's</i> handwriting) (2)	\$300 - 500
192.	A NOTE To purchase a van, signed and dated by <i>James Brown, 4/18/85</i>	\$200 - 300
193.	TWENTY-ONE CANCELLED CHECKS Signed by <i>Deidre Y. Brown</i> , twenty-one checks signed by <i>James Brown</i> , two returned check cards, two statements, thirteen cancelled checks signed by <i>Mrs. James Brown</i> in brown envelope	\$6,000 - 8,000
194.	AN ORIGINAL VISA TO MEXICO With photograph and fingerprint	\$1,000 - 1,500
195.	A CONTRACT TO LEASE BUILDING TO JAMES BROWN CAMPAIGN OFFICE Signed by <i>James Brown</i> and <i>James Beck</i>	\$300 - 500
196.	A BROADCASTING CONTRACT FOR JAMES BROWN AND \$1,200.00 Signed and dated <i>January 8, 1975 James Brown</i>	\$300 - 500

CHRISTIE'S

MAIN HOUSE POP MEMORABILIA RED ROOM

197.	LAST WILL OF WRDW RADIO STATION Signed and dated <i>James Brown</i> 7/24/74	\$300 - 500
198.	FOUR CONTRACTS TO PLAY AT FOUR LOCATIONS Memorial Auditorium in Sacramento, California Oakland Auditorium in Oakland, California Warner Theatre, Fresno, California Disco Odyssey, San Jose, California All signed by <i>James Brown</i>	\$1,500 - 2,000
	(4)	
199.	A CERTIFICATE OF PARDON FROM THE STATE OF SOUTH CAROLINA With letter, dated <i>May 23, 2003</i>	\$300 - 500
200.	NINE MENUS TO THE HOUSE OF REPRESENTATIVES One signed <i>NOW I Feel Good James Brown</i>	\$300 - 500
	(9)	
201.	A SKETCH DIARY, THIRTY-TWO PAGES OF DRAWINGS AND POEMS	\$500 - 7,000
202.	A NOTE Handwritten by <i>James Brown</i>	\$300 - 500
203.	A THREE-PAGE LETTER Handwritten by <i>James Brown</i> , with cover from State Park, South Carolina Correctional Institution	\$800 - 1,200

CHRISTIE'S

MAIN HOUSE
POP MEMORABILIA
RED ROOM

204.	TWO SHEETS OF HANDSCORED SHEET MUSIC Inscribed <i>Gonna have a funky goodtime, doin' it to death</i> , in NBC envelope (2)	\$2,000 - 3,000
205.	A HANDWRITTEN LETTER FROM JAMES BROWN TO BANKERS FIRST To take money out of his pay to pay his mortgage while in prison	\$800 - 1,200
206.	THREE-PAGES OF MUSIC LYRICS Handwritten by <i>James Brown</i> (3)	\$2,000 - 3,000
207.	TWO-PAGES OF MUSIC LYRICS For song <i>She's So Fine</i> , handwritten by <i>James Brown</i> (2)	\$2,000 - 3,000
208.	AN AMERICA ON LINE ENVELOPE Handwritten by <i>James Brown</i> on the back, with poem or lyrics to song	\$500 - 700
209.	JAMES BROWN'S PASSPORT MISSING PHOTOGRAPH Dated <i>January 7, 1987</i>	\$2,000 - 3,000
210.	TICKETS TO THE FEBRUARY 21, 1990 GRAMMY AWARDS BACKSTAGE PASS For Mrs. James Brown	\$100 - 200
211.	A HANDWRITTEN CONTRACT Signed by <i>James Brown</i> <i>June 2, 1987</i>	\$300 - 500

CHRISTIE'S

MAIN HOUSE POP MEMORABILIA RED ROOM

212.	A TYPED NOTE TO MR. AND MRS. JAMES BROWN Signed and dated <i>August 20, 1986 Ronald Reagan</i>	\$200 - 300
213.	A LETTER Stating: <i>I James Brown tried to make a telephone call and was denied by charge nurse, signed James Brown</i>	\$700 - 900
214.	TWO JAMES BROWN CHECKS Filled out and signed by <i>James Brown 11/16/78</i> , with one blank check (2)	\$500 - 700
215.	A SOUTH CAROLINA DEPARTMENT OF CORRECTIONS INVENTORY Signed by <i>James Brown</i>	\$300 - 500
216.	FORTY-FOUR BACKSTAGE PASSES (44)	\$600 - 800
217.	SEVENTEEN BLACK AND WHITE MOVIE STILLS From the Blues Brothers (17)	\$100 - 200
218.	JAMES BROWN'S PASSPORT Dated <i>Thursday, June 26, 1996</i>	\$3,000 - 5,000
219.	TWO-PAGE MUSIC LYRICS TO HEY EVERYBODY Handwritten by <i>James Brown</i>	\$2,000 - 3,000

CHRISTIE'S

MAIN HOUSE POP MEMORABILIA RED ROOM

220.	NINE SHEETS OF PAPER . Concerning what James Brown's band members got paid, handwritten by <i>James Brown</i> (9)	\$800 - 1,200
221.	A CERTIFICATE FROM ALABAMA Making James Brown Lieutenant Governor, signed and dated by <i>Lt. Jim Folsom, Jr. August, 1987</i>	\$200 - 300
222.	A CERTIFICATE FROM ALABAMA Making James Brown Lieutenant Governor, signed and dated <i>Guy Hunt January 26, 1988</i>	\$200 - 300
223.	A BEADED LEATHER HEAD BAND	\$300 - 500
224.	JAMES BROWN AND ADRIENNE'S MARRIAGE CERTIFICATE Dated 1984	\$300 - 500
225.	A TWO-PAGE LETTER Handwritten by <i>James Brown</i> to Adrienne ending their marriage on Judge Al Bradley's letterhead	\$1,500 - 2,000
226.	A 30-DAY VISA TO BRAZIL Stamped and with photograph of James Brown	\$1,000 - 1,500
227.	AN OFFER OF PAYMENT TO THE IRS With original signature by <i>James Brown</i> and dated <i>June</i> <i>18, 1991</i>	\$300 - 500

CHRISTIE'S

MAIN HOUSE POP MEMORABILIA RED ROOM

228.	A CONTACT WITH UNIVERSAL ATTRACTIONS Signed twice and dated <i>August 3, 1984</i>	\$300 - 500
229.	A NINE-PAGE CONTRACT With Polydor Records, signed by <i>James Brown</i>	\$300 - 500
230.	JAMES BROWN'S AUTOBIOGRAPHY Signed on the inside with letter	\$300 - 500
231.	AN AUTOGRAPH NOTE FROM JAMES BROWN	\$300 - 500
232.	A CARD Telling Harvard Lampoon how to use this deal, signed <i>Mr. Viagra James Brown Godfather of Soul</i>	\$300 - 500
233.	A FOUR-PAGE ORIGINAL CONTRACT WRITING JAMES BROWN'S BIOGRAPHY Signed by <i>James Brown</i> and co-author <i>T.J. Fox</i> , dated 7/26/80, handwritten by <i>James Brown</i> on the back	\$300 - 500
234.	A NOTE TO ADRIENNE BROWN Handwritten by <i>James Brown, I Lov You, Baby Always JB</i>	\$300 - 500
235.	A NOTE TO ADRIENNE BROWN <i>To My Little Rat Adrienne I Love You James</i>	\$300 - 500
236.	A CARD TO ADRIENNE <i>I Love You from Suga Woog #1 to Sugar Wooga #2 I miss you rat James</i>	\$300 - 500

CHRISTIE'S

MAIN HOUSE
POP MEMORABILIA
HALL

*Numbers
switched*

237. A PAINTING OF JAMES BROWN
Signed *Sampson*
In frame

#1

By DBT

\$200 - 300

*Backward
from back*

CHRISTIE'S

MAIN HOUSE
POP MEMORABILIA
LEFT HALL - GUEST ROOM

-
- LHBR
- | | | | |
|------|--|---|-----------------|
| 238. | A BANNER
Inscribed <i>Happy Birthday Mr. Brown</i>
Signed by a large group | ~~#28~~ #4
~~#100~~ NOT SIGNED | \$200 - 300 |
| 239. | A PAINTING OF JAMES BROWN
Signed RCM | #23 | \$200 - 300 |
| 240. | A PICTURE OF JAMES BROWN
Signed <i>Happy Birthday May 3, 1991</i> by Little Richard | #37 | \$200 - 300 |
| 241. | A COPPER AND BLACK MAN'S WORLD
Inscribed <i>World Soul Brother #1</i> by MM Williams, Jr. | #26 | \$200 - 300 |
| 242. | A RHYTHM AND BLUES SINGLES CHART
BILLBOARD AWARD
<i>I Got the Feelin' 6 weeks</i> | #90 | \$300 - 500 |
| 243. | A REPUBLIC OF LIBERIA AWARD | #96 | \$300 - 500 |
| 244. | AWARD
Inscribed <i>To Mr. James Brown from the Old Reliable Viet Nam 14 June 1968</i> | #101 | \$300 - 500 |
| 245. | AN INTERNATIONAL STAR REGISTRY
Inscribed <i>The Name the King James Brown</i> | #129 | \$300 - 500 |
| 246. | A GOLD RECORD
Presented to James Brown to commemorate the sale of 500,000 copies of Atlantic Records long playing album <i>The Blue Brothers</i> movie soundtrack, in frame | #158 | \$1,500 - 2,000 |

CHRISTIE'S

MAIN HOUSE
POP MEMORABILIA
LEFT HALL - GUEST ROOM

-
247.	A PLATINUM RECORD ~~1000~~ #159 To commemorate the sales of more than 1,000,000 copies of the Scotti Brothers record album and cassette from the movie <i>Rocky IV</i>	\$1,000 - 1,500
248.	A ROCKY IV GOLD RECORD #162 For sales exceeding 50,000 copies in Holland	\$800 - 1,200
249.	A RECORD FROM THE ROCK AND ROLL HALL OF FAME AND MUSEUM #163 Titled <i>I Feel Good You're Back in Cleveland, December 14, 1991</i> , welcoming James Brown as a 1986 inductee	\$300 - 500
250.	A WOOD BOARD #178 Inscribed <i>The Golden Rules</i>	\$800 - 1,200
251.	A BRASS PLATE #274 Presented to James Brown on the occasion of the naming of James Brown Boulevard in the city of Augusta, Georgia In frame	\$300 - 500
252.	A PLATINUM RECORD #276 In an album cover entitled <i>The Greatest Hits of James Brown Live at the Apollo 1995</i> Together with: A CD and case in commemoration of the Greatest Hits of James Brown live at the Apollo 1995	\$800 - 1,200

(2)

CHRISTIE'S

MAIN HOUSE
POP MEMORABILIA
LEFT HALL - GUEST ROOM CLOSET 1

-
253. ✓ A WIDE BLACK LEATHER BELT #18 \$300 - 500
With *Godfather of Soul* stamp
254. X A GOLD SATIN CAT AND PANTS SUIT \$1,000 - 1,500
With rhinestones and fringe #15
255. TWO PAIRS OF BLACK SATIN PANTS \$1,000 - 1,500
Together with: #18
A black coat, with rhinestones and fringe on lapel (3)
256. ✓ TWO PAIRS OF BLACK SATIN PANTS \$1,000 - 1,500
Together with: #17
A black coat, with rhinestones and fringe on lapel (3)
257. A PAIR OF BLUE NAUGAHYDE PANTS \$1,000 - 1,500
Together with: #19
A blue denim coat (2)
258. A GRAYISH-BLUE THREE-PIECE SUIT \$1,000 - 1,500
With *James Brown* sewn in side coat
Comprising: #21
A coat
A pair of pants
A vest (3)

CHRISTIE'S

MAIN HOUSE
POP MEMORABILIA
RIGHT HALL - GUEST ROOM CLOSET 1

259. A RED LAMAZE TWO-PIECE SUIT #4 \$3,000 - 4,000
With *James Brown* in rhinestones, rhinestones on collar
260. ✓ A LONG COAT #13 \$1,500 - 2,000
With vest and pants, with gold-colored buttons (3)
261. ✓ A LONG SEQUINED COAT \$3,000 - 4,000
Decorated with rhinestones on arms and star and
rhinestones on shoulder ~~#11~~
✓ Together with: #6
A white jumpsuit (2)
262. A LONG BLACK SATIN COAT \$3,000 - 4,000
With silver trim and rhinestones
X Together with: ~~#11~~ #7
A black jumpsuit ~~#11~~ (2)
263. ✓ A JUMPSUIT \$3,000 - 4,000
With gold top zipper in front #8
264. A THREE-PIECE NAVY SUIT \$1,500 - 2,000
Comprising:
A Burton's coat
A vest
A pair of pants *Don't Buy* (3)
265. ✓ A LONG COAT #10 \$1,500 - 2,000
With purple sequins and black rhinestones

CHRISTIE'S

MAIN HOUSE
POP MEMORABILIA
RIGHT HALL - GUEST ROOM CLOSET 1

266. A DARK NAVY SHORT COAT \$1,500 - 2,000
With satin lapel zipper on front, with four buttons
Together with: #11
A pair of pants (2)
267. A CREAM-COLORED COAT \$1,500 - 2,000
With zipper made as décor sewn throughout
✓ Together with: #12
A pair of pants (2)
268. A LONG WHITE COAT \$1,500 - 2,000
With eight gold-colored buttons
✓ Together with: #13
A pair of pant (already made this one)
A vest, with zipper (3)
269. A CREAM-COLORED SUIT COAT \$1,500 - 2,000
With gold trim #14
Together with:
A pair of pants (2)
270. ✓ A SHORT WHITE COAT #16 \$3,000 - 4,000
Decorated with rhinestones on lapel and shoulder

CHRISTIE'S

MAIN HOUSE
POP MEMORABILIA
RIGHT HALL - GUEST ROOM CLOSET 1

271. A ROYAL BLUE SHORT COAT \$1,500 - 2,000
✓ Together with: #17
A jumpsuit (2)
272. A ROYAL BLUE SHORT COAT \$1,500 - 2,000
With rhinestone buttons
X Together with: #18
A pair of satin pants (2)
273. A ROYAL BLUE AND SILVER PAISLEY SHORT COAT \$1,500 - 2,000
X With black satin lapel #19
274. A LONG BLACK COAT \$1,500 - 2,000
With silver decoration to the shoulder
X Together with: #20
A dickie, with three large rhinestone buttons
A vest, with zipper to the front (3)
275. A PURPLE COAT \$1,500 - 2,000
With purple sequins to the sleeves and collar
X Together with: #21
A purple sequined vest
A pair of purple pants (3)

CHRISTIE'S

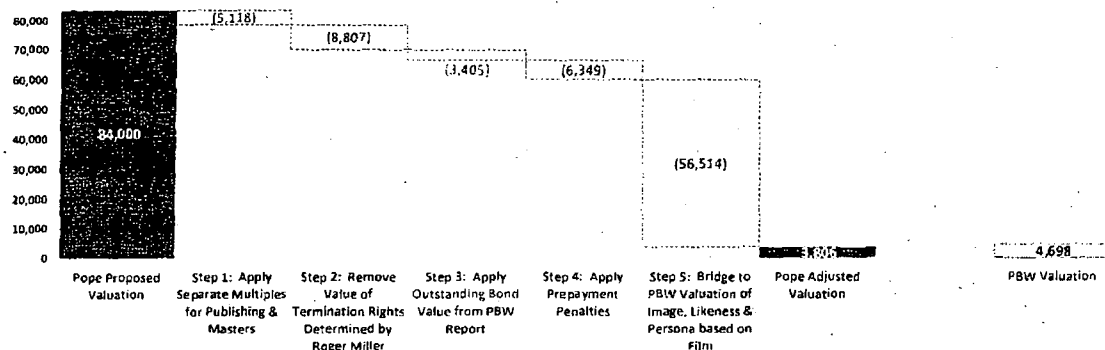
MAIN HOUSE
POP MEMORABILIA
RIGHT HALL - GUEST ROOM CLOSET 1

276. A NAVY BLUE SUIT COAT \$1,500 - 2,000
#22
✓ Together with:
A pair of pants, with red, white and blue plaid to the
pockets, collar and shoulder
(2)
277. A CREAM AND GOLD PAISLEY PRINT COAT \$1,500 - 2,000
X Together with: #23
A jumpsuit
(2)
278. A BROWN SHORT COAT \$1,500 - 2,000
X Together with: #24
A vest
A pair of pants, with stitches on pocket
(3)
279. A NAVY BLUE COAT \$1,500 - 2,000
X Together with: #25
A vest
A pair of pants, with stitches on pocket
(3)
280. A BLACK SATIN VEST \$1,500 - 2,000
✓ Together with: #26
A pair of satin pants
(2)

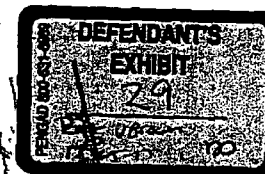
The Estate of James Brown

Pope to PBW - Valuation Bridge Analysis (Summary)

Confidential



	Amount	Cumulative	Endpoints	Blank Neg.	Red Neg.	Green Neg.	Blank Pos.	Red Pos.	Green Pos.	V Label
Pope Proposed Valuation	84,000	84,000	84,000							84,000
Step 1: Apply Separate Multiples for Publi	(5,118)	78,882					78,882	5,118		84,000
Step 2: Remove Value of Termination Righ	(8,807)	70,075					70,075	8,807		78,882
Step 3: Apply Outstanding Bond Value fro	(3,405)	66,669					66,669	3,405		70,075
Step 4: Apply Prepayment Penalties	(6,349)	60,320					60,320	6,349		66,669
Step 5: Bridge to PBW Valuation of Image,	(56,514)	3,806					3,806	56,514		60,320
Pope Adjusted Valuation	3,806	3,806	3,806							
PBW Valuation	4,698	4,698	4,698							4,698



1-16-09
FILED
J.P. Am...
J.P. Am...

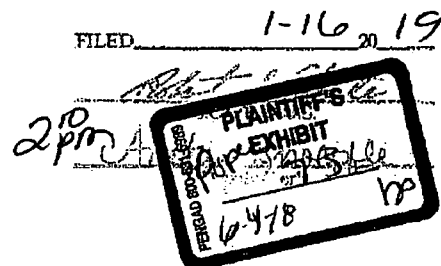
3090

Why the Attorney General Should have Accepted the

\$19 Million Offer to settle

Richland 4900 and Aiken 1337.

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



How is the \$19 Million Settlement funded?

With Estate Assets based on the following current values:

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

Step 1:

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

This fully funds the taxable education Trust for 7 Grandchildren.

Step 2:

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

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

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

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

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

) IN THE COURT OF COMMON PLEAS
) SECOND JUDICIAL CIRCUIT

)

Case No.: 08-CP-02-1647

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

OFFER OF COMPROMISE

)

[illegible]

Respondents.

A.

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

is

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

CAPTION OF FINAL ORDER OF JUDGEMENT

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

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

CONTENTS OF ORDER

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

This Order resolves all issues raised in this case:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

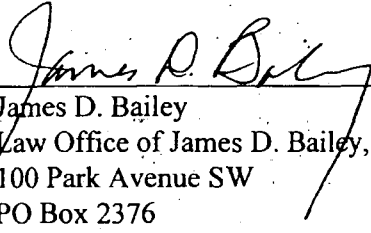
9. All assets other than Beech Island and Geronimo, LLC shall, for accounting purposes, be treated as Estate assets unless objected to by the Attorney General of South Carolina, or if a different ownership is clearly established..

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

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

AND IT IS SO ORDERED.

Respectfully submitted,


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

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

March 31, 2009

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

RECEIVED

SEP 04 2020

SC Court of Appeals

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

Appellate Case No. 2019-000362

Adele J. Pope, Appellant,

v.

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

CERTIFICATE OF COUNSEL

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

s/Adam T. Silvernail

Adam T. Silvernail

September 3, 2020