

# **EXHIBIT A**

RECEIVED

S·W·B

JAN 20 2012

S.C. Attorney General's Office  
Civil Section  
SWEENEY WINGATE & BARROW P.A.

Referred to Victoria, Cook  
Answered McIntosh, Jones  
Jowers, T. Meyers

JAN 23 2012

January 20, 2012

Received by \_\_\_\_\_  
Reviewed by/Date \_\_\_\_\_  
Referred to/Date \_\_\_\_\_  
Notes: \_\_\_\_\_

Reply to: Main Office  
Mark V. Gende  
(803) 256-2233 x121  
mvg@swblaw.com

URGENT - PRIVILEGED ATTORNEY/CLIENT COMMUNICATION

VIA HAND DELIVERY

Alan Wilson  
South Carolina Attorney General  
Office of the Attorney General  
Post Office Box 11549  
Columbia, SC 29211

RE: Russell L. Bauknight, et al. v. Adele J. Pope and Robert L. Buchanan, Jr.  
Civil Action No.: 2010-CP-40-04900  
Our File: 4077-7389

Dear Mr. Attorney General:

It is my understanding that you have decided to release what you deem the public portion of the fee agreement in the above-referenced matter. As your attorney in this matter, I am writing to advise you against releasing any portion of the agreement until the Court rules on this matter.

Releasing these documents at this time will have the following detrimental impact on this litigation.

First, you will certainly incur the sanction of costs and attorney fees in the pending FOIA actions. That defeat will be more costly and publicly embarrassing than a decision to continue litigating the fee agreement issue.

Secondly, your decision will jeopardize the rights of your co-litigants. Once you release what you have deemed the public portions, the Defendants will certainly argue that your actions waive your co-litigants claim to privilege for the remainder of the agreement.

Third, FOIA specifically exempts from production privileged documents. Whether this complicated fee agreement is privileged is currently before the Court. You are complying with

January 20, 2012  
Page 2 of 2

both the spirit and letter of FOIA if you decline to produce the requested documents until the Court has determined whether any of the fee agreement is privileged.

I trust that you will reconsider your decision. I am available throughout the day to discuss this matter.

Yours truly,

**SWEENEY, WINGATE & BARROW, P.A.**

  
Mark V. Gende

MVG/smt

cc: C. Havird Jones, Jr., Esquire – via electronic mail  
Mary Frances Jowers, Esquire – via electronic mail  
Tracy Meyers, Esquire – via electronic mail  
Russell Bauknight – via electronic mail

# **EXHIBIT B**

# S·W·B

SWEENEY WINGATE & BARROW P.A.

March 25, 2013

Reply to: Main Office

Everett A. Kendall, II  
(803) 217-3447  
eak@swblaw.com

**Via Hand-Delivery**

Alan Wilson, Attorney General  
John W. McIntosh, Chief Deputy Attorney General  
Robert D. Cook, Deputy Attorney General  
C. Havird Jones, Jr., Assistant Deputy Attorney General  
Office of the Attorney General, State of South Carolina  
Post Office Box 11549  
Columbia, SC 29211-1549

S.C. Attorney General's Office  
Civil Section

MAR 25 2013

Received by: ANB  
Reviewed by/Date: EW  
Referred to/Date: \_\_\_\_\_  
Notes: \_\_\_\_\_

RE: **URGENT MEETING REQUEST**  
Our File: 4077-7389

Dear Attorney General:

On several occasions over the last week, Ken Wingate has made a verbal request for a meeting with you and other attorneys in your office. To date, we have only gotten verbal assurances that such a meeting will occur, but with no specific date and time provided.

This is a formal request for a meeting with you and the other attorneys in your office. The purpose of the meeting is to discuss the termination of our representation of the Office of the Attorney General. Given the recent statements of your office contained in filings with the South Carolina Supreme Court and the Circuit Court for Richland County, as well as statements made to the press and in our conversations, this meeting is of the utmost importance and urgency.

Please confirm a time when we can meet on Tuesday, March 26, 2013 or Wednesday, March 27, 2013.

Yours truly,

SWEENEY, WINGATE & BARROW, P.A.



Everett A. Kendall, II

# EXHIBIT C



SWEENEY WINGATE & BARROW P.A.

April 12, 2013

Reply to: Main Office

Everett A. Kendall, II  
(803) 217-3447  
eak@swblaw.com

PRIVILEGED ATTORNEY-CLIENT COMMUNICATION

Alan Wilson, Attorney General  
John W. McIntosh, Chief Deputy Attorney General  
Robert D. Cook, Deputy Attorney General  
C. Havird Jones, Jr., Assistant Deputy Attorney General  
Office of the Attorney General, State of South Carolina  
Post Office Box 11549  
Columbia, SC 29211-1549

RE: Proposed Termination of Representation Agreement  
Our File: 4077-7389

Dear Attorney General:

In follow up to our meeting of March 27, 2013, I have drafted the enclosed Termination Agreement to end Sweeny, Wingate and Barrow, P.A.'s representation of the Attorney General in all matters. We would be happy to have further discussions about the particulars, but this draft covers the main issues of concern.

Also, we left with you a Consent Order relieving our firm as counsel in the 4900 case. I would like to submit that to Judge Manning as soon as possible to avoid any confusion in upcoming proceedings, especially in light of your having filed a Motion to be dropped from the lawsuit.

If further discussion is needed, please do not hesitate to call.

Yours truly,

SWEENEY, WINGATE & BARROW, P.A.

Everett A. Kendall, II

RECEIVED

APR 15 2013

MAIN OFFICE: T • 803-256-2233 F • 803-256-9177 1515 LADY ST. (29201) • POST OFFICE BOX 12120 • COLUMBIA, SC 29211  
PEE DEE OFFICE: T • 843-878-0390 F • 843-878-0393 115 CARGILL WAY • SUITE B • POST OFFICE BOX 58 • HARTSWELL, SC 29551

Referred to: McIntosh/dm  
Answered: CC: Bob J. Schmitt

# **EXHIBIT D**

## TERMINATION OF LEGAL REPRESENTATION

This Agreement as to the termination of legal representation (hereinafter "Termination Agreement") by the law firm of Sweeny, Wingate & Barrow, P.A. (hereinafter "the Firm") and the Attorney General for the State of South Carolina (hereinafter "the Attorney General") is entered this \_\_\_\_ of April, 2013 and is effective retroactively to March 25, 2013.

*Whereas*, the Firm and Russell L. Bauknight 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") entered into an Agreement for Legal Services (hereinafter "Engagement") on or about May 18, 2010; and

*Whereas*, the Attorney General ratified and accepted the terms of the Engagement on about May 18, 2010, thereby creating a direct attorney-client relationship; and

*Whereas*, since that time, the Firm has provided valuable legal services to and on behalf of the Attorney General; and

*Whereas*, the Attorney General does now wish to terminate its engagement with the Firm, without cause;

### IT IS THEREFORE AGREED AS FOLLOWS:

The Engagement of the Firm in all matters relating to the Estate of James Brown, is hereby terminated, without cause. Specifically, but without limitation, the Firm is relieved of all obligations arising from the Engagement. To the extent that the Firm has provided legal services and/or representation beyond that which is specifically described in the Engagement, representation on those issues is also hereby terminated without cause. Effective retro-actively to March 25, 2013, Sweeny, Wingate & Barrow, P.A. shall have no obligation to the Attorney General in any legal matter.

It is the understanding of the Firm that the Attorney General wishes to withdraw as a party-plaintiff from Bauknight, et al. v. Pope, Case No. 2010-CP-40-4900 (hereinafter "Case 4900"). The Office of the Attorney General will handle all matters necessary to effect that objective. The Firm shall have no responsibility to assist the Attorney General in this process.

The Attorney General further acknowledges that the Firm has provided valuable services to the Office of the Attorney General since May 18, 2010. For these services, the Attorney General agrees to pay the expenses and legal fees incurred on a *quantum meruit* basis, totaling \_\_\_\_\_ . Payment shall be made within 30 days of this agreement. The payment of these fees shall be credited to the remaining parties to the Agreement.

The Attorney General and the Firm warrant that all communications between them, as well as those among other parties to the Engagement are, and shall remain, confidential and protected by the Attorney-Client Privilege. Neither the Firm nor the Office of the Attorney

General shall disclose such communications to any person not party to the Agreement without the written consent of every party or an order of the Court. This document is included among the confidential communications.

The Office of the Attorney General shall refrain from making any disparaging remarks regarding Sweeny, Wingate & Barrow, P.A. Any reference to the termination of this relationship shall simply be described as arising out of the decision of the Attorney General to withdraw from Case 4900 and that the Firm's legal services are no longer required.

**IN WITNESS WHEREOF**, we have hereunto set our hand and seal at the County of Richland, State of South Carolina, this \_\_\_\_ day of \_\_\_\_\_, 2013.

---

Alan Wilson, Attorney General  
State of South Carolina

---

Kenneth B. Wingate, Esquire  
Sweeny, Wingate & Barrow, P.A.

# **EXHIBIT E**



SWEENEY WINGATE & BARROW P.A.

April 23, 2013

Reply to: Main Office  
Everett A. Kendall, II  
(803) 256-2233 x 130  
eak@swblaw.com

PRIVILEGED ATTORNEY-CLIENT COMMUNICATION

John W. McIntosh  
Chief Deputy Attorney General  
Office of the Attorney General  
P.O. Box 111549  
Columbia, SC 29211

RECEIVED

APR 24 2013

Referred to McIntosh/S. Jones  
Answered Cook ds

RE: Russell L. Bauknight, et al. v. Adele J. Pope  
Civil Action No.: 2010-CP-40-04900  
Our File: 4077-7389

Dear Mr. McIntosh:

I am in receipt of your letter of April 18, 2013, wherein you purport to respond to my letter of April 12, 2013. However, my letter did not request that the Attorney General withdraw from the 4900 case. That motion was made by the Attorney General's office on its own accord. I have made no recommendation on that subject. Rather, the purpose of my letter was to request that you sign a Termination of Legal Representation Agreement, and execute a Consent Order allowing us to withdraw as counsel for the Attorney General in the 4900 case.

I understand that you have now drawn a line in the sand with respect to our attorney fees and expenses. We will act accordingly.

I would appreciate a response from you with either signatures on the documents I have provided, an invitation to further discuss those documents, or an explicit statement that you will neither sign them nor discuss them further.

I remain,

Yours truly,

SWEENEY, WINGATE & BARROW, P.A.

  
Everett A. Kendall, II

EAK/bcr

# EXHIBIT F



ALAN WILSON  
ATTORNEY GENERAL

April 24, 2013

Everett A. Kendall, II, Esq.  
Sweeny Wingate & Barrow, PA  
P. O. Box 12129  
Columbia, SC 29211

RE: Russell L. Bauknight, et al. v. Adele J. Pope  
Civil Action No.: 2010-CP-40-04900  
Your File: 4077-7389

Dear Mr. Kendall:

This is to advise that the Attorney General's Office has no responsibility for legal fees to Sweeny, Wingate & Barrow, as this Office did not employ the firm's services.

Your letter is entitled "Privileged Attorney-Client Communication". Please be advised that the Office of Attorney General has never been a client of Sweeny, Wingate & Barrow in this matter.

My letter of April 18, 2013, was a response to your letter of April 12, 2013. However, we are not signing any documents and are always willing to discuss matters. As you are aware, if the Supreme Court decision stands as is, any fees Sweeny, Wingate and Barrow have heretofore received in the 4900 case are required to be disgorged and returned to the trust established by James Brown. In any event, there is no liability on this Office for legal fees.

Yours very truly,

John W. McIntosh  
Chief Deputy Attorney General

CC: Kenneth Wingate, Esq.

JWM/ds

SCANNED

# **EXHIBIT G**

# S·W·B

SWEENEY WINGATE & BARROW P.A.

January 5, 2011

Reply to: Main Office

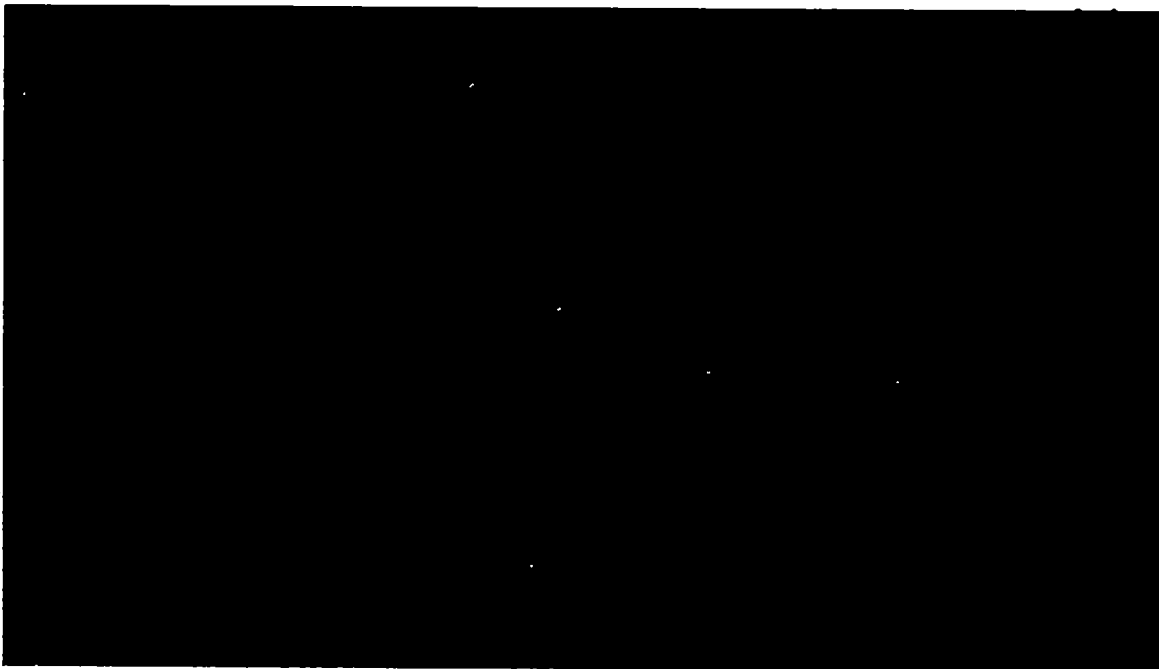
Everett A. Kendall, II  
(803) 256-2233 x 130  
enk@swblaw.com

Via Email

Russell L. Bauknight, CPA  
Bauknight, Pietras & Stormer, P.A.  
Post Office Box 1330  
1517 Gervais 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  
Claim No.:  
Our File: 4077-7389

Dear Russell:



[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED] he is  
[REDACTED]

Russell L. Bauknight, CPA  
1/5/2011  
PAGE 4

[REDACTED]

Yours truly,

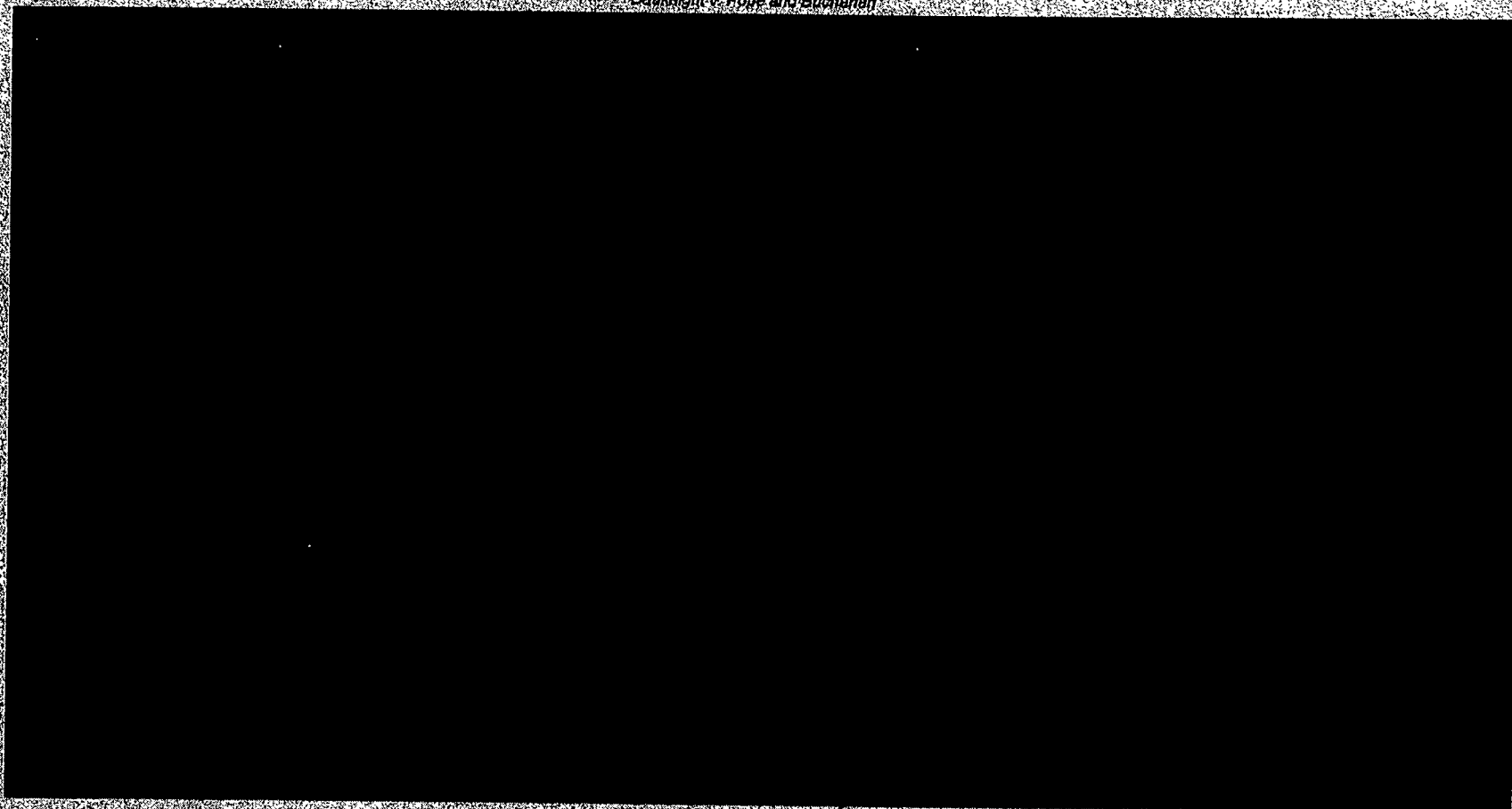
**SWEENEY, WINGATE & BARROW, P.A.**



Everett A. Kendall, II

cc: David B. Bell, Esquire  
J. David Black, Esquire, Nexsen Pruet, LLC  
C. Havird Jones, Jr., Esquire, Office of the Attorney General  
Lori J. Christman, Levenson & Associates  
Mary Frances Jowers, Esquire, Office of the Attorney General  
Matt D. Bodman, Esquire, Matt Bodman, P.A.  
Fred L. Kingsmore, Jr., Esquire, Nexsen Pruet, LLC  
S. Alan Medlin, Esquire

**Discovery Tracking Chart**  
*Bairdright, Page and Buchanan*



1/3/2011

# **EXHIBIT H**

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

FORM 4

Case No. 2013 CP02 1537  
Pending in Aiken County  
JUDGMENT IN A CIVIL CASE

CASE NUMBER:

In re: Motion of Kenneth B. Wingate and Everett A. Kendall  
Adele Pope

v. Estate of Tammy Brown on  
The James Brown 2000 Trust

PLAINTIFF(S)

DEFENDANT(S)

Submitted by: \_\_\_\_\_ Attorney for:  Plaintiff  Defendant or  Self-Represented Litigant

DISPOSITION TYPE (CHECK ONE)

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

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

IT IS ORDERED AND ADJUDGED:  See attached order (formal order to follow)  Statement of Judgment by the Court:

ORDER INFORMATION

This order  ends  does not end the case.

Additional information for the Clerk:

Motion of Kenneth B. Wingate and  
Everett A. Kendall to quash their  
Deposition Supremas Denied.

INFORMATION FOR THE JUDGMENT INDEX

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

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

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

The judgment information above has been provided by the submitting party. Disputes concerning the amounts contained in this form may be addressed by way of motion pursuant to the SC Rules of Civil Procedure. Amounts to be computed such as interest or additional taxable costs not available at the time the form and final order are submitted to the judge may be provided to the clerk. Note: Title abstractors and researchers should refer to the official court order for judgment details.

Circuit Court Judge

*[Signature]*

Judge Code 2258

Date 3-1-12

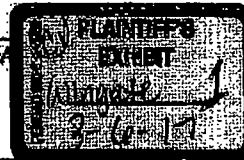
For Clerk of Court Office Use Only

This judgment was entered on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ and a copy mailed first class or placed in the appropriate attorney's box on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ to attorneys of record or to parties (when appearing pro se) as follows:

\*Plaintiff will be permitted to question each of these attorneys on their authorization to file

ATTORNEY(S) FOR THE PLAINTIFF(S)

ATTORNEY(S) FOR THE DEFENDANT



Court Reporter

Clerk of Court

and continue the lawsuit of the Attorney General  
and others against Robert Buchanan and  
Adele Pope, filed May 19, 2010 and continuing today.

SCRCP Form 4C (10/2011)



Page 13

1 A. Yes.

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

3 A. Yes.

4 Q. Is Jason Brown-Lewis your client?

5 A. Yes.

6 Q. Is Yamma N. Brown, individually and on

7 behalf of her minor children, Sydney Lumar and

8 Carrington Lumar, your client?

9 A. Yes.

10 Q. Is Tonya Brown your client?

11 A. Again, I think that the answer to all of

12 these is "yes" and let me explain myself.

13 I don't deal with these individuals

14 directly. As you'll learn through the course of

15 this deposition, I am the attorney through whom

16 this case was brought into our office.

17 I have not been the principal attorney

18 dealing with these matters, so I am testifying as

19 to the best of my knowledge in each of these

20 cases. And, again, I have said, to my knowledge,

21 yes, we represent all of these parties.

22 Q. That's not my question. Is Tonya Bryant --

23 Brown your client?

24 A. To my knowledge, yes.

25 Q. Is Vanisha Brown your client?

Page 14

1 A. To my knowledge, yes.

2 Q. Is Larry Brown your client?

3 A. To my knowledge, yes.

4 Q. Is Terry Brown your client?

5 A. To my knowledge, yes.

6 Q. Is Alan Wilson, in his capacity as Attorney

7 General of the State of South Carolina, your

8 client?

9 A. Yes.

10 Q. Is Tommie Rae Brown, individually and on

11 behalf of her minor child, your client?

12 A. Yes.

13 Q. Is Daryl J. Brown your client?

14 A. I'm going to give the same answer, again,

15 Adele, to the best of my knowledge, yes, yes,

16 yes, yes, yes.

17 Q. Is Janice Vanisha Brown your client?

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

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

20 adult?

21 A. I do not know.

22 Q. Is Lindsey Dalores Brown your client?

23 A. To my knowledge, yes.

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

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

Page 15

1 Q. Is Jason Brown-Lewis your client?

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

3 Q. Is Yamma N. Brown, individually and on

4 behalf of her minor children, Sydney Lumar and

5 Carrington Lumar, your client?

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

7 Q. Is Tonya Brown your client?

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

9 Q. And Vanisha Brown?

10 A. Same answer.

11 Q. Is Larry Brown your client?

12 A. Same answer.

13 Q. Is Terry Brown your client?

14 A. Same answer.

15 Q. Has there been any change in your clients

16 since the commencement of this Wingate Suit on

17 May 19th, 2010?

18 A. To my knowledge, no.

19 Q. Has there a change of Attorneys General?

20 A. Yes. Henry McMaster was the Attorney

21 General. Alan Wilson is now the Attorney

22 General.

23 Q. Do you believe that Henry McMaster

24 authorized you to bring the Wingate Suit?

25 A. Yes, I know that he did.

Page 16

1 Q. Okay. Tell me how that happened.

2 A. I had a couple of meetings with the Attorney

3 General at which this suit was discussed and he

4 authorized us, serving as his counsel, to file

5 the suit.

6 Q. Do you know when the meetings took place?

7 A. Just prior to; meaning within the week or

8 couple of weeks prior to the filing of the suit.

9 Q. Okay. Did you tell the Attorney General

10 that he would be named as a Plaintiff in the

11 Wingate lawsuit?

12 A. Yes.

13 Q. Personally?

14 A. Yes.

15 Q. Who was present when you told him?

16 A. Had a couple of different meetings with him.

17 There was a meeting that I had with him and with

18 Alan Medlin. There was a separate meeting that I

19 had with him and some of his staff in his office.

20 Q. Okay. I want to, as carefully as I can, go

21 through those two meetings, please.

22 A. Uh-huh (affirmative response).

23 Q. To the best of your recollection, when was

24 the first meeting?

25 A. Again, in a short period of time prior to;

Page 17

1 meaning within a week or two prior to the filing  
2 of the suit.  
3 Q. Okay. So if the suit was filed on May  
4 19th -- we agree that it was filed on May 19,  
5 2010?  
6 A. That sounds right.  
7 Q. Okay. So this would have been after the  
8 first of May of 2010?  
9 A. Yes. I'd say early 2000 -- early May 2010.  
10 Q. Now, had you been dealing with Alan Medlin  
11 and Sonny Jones since March 2010 or earlier?  
12 A. I don't recall the date when I was first  
13 contacted by Alan and Sonny, but it would have  
14 been in about the time frame that you're  
15 describing.  
16 Q. Okay.  
17 A. So a month or two prior to the filing of the  
18 suit.  
19 Q. And is it fair to say that a month or two  
20 prior to the filing of the suit, you had actually  
21 begun to draft the complaint?  
22 A. I don't recall.  
23 Q. If Alan Medlin told someone that you had  
24 already worked on the complaint from paragraph A  
25 to paragraph double B, or something to that

Page 19

1 Henry McMaster?  
2 A. I do not recall.  
3 Q. Okay. Who else was at the meeting with you  
4 and Sonny Jones?  
5 A. We were in the conference room in the AG's  
6 office right outside of Henry's -- or right  
7 adjoining Henry's personal office. And Henry sat  
8 at the head of the table. I was seated to his  
9 left. Rett Kendall was seated next to me on my  
10 left. I believe that Alan Medlin was seated on  
11 Rett's left.  
12 On the other side of the table, as I recall,  
13 was McIntosh, John McIntosh with the AG's office,  
14 Sonny Jones with the AG's office, and Mary  
15 Francis Jowers with the AG's office, as I recall.  
16 Q. Now, Ken, I think you are speaking to me  
17 about a meeting that took place in May of 2010;  
18 is that correct?  
19 A. That sounds right.  
20 Q. Okay. I want to back up, if I could for a  
21 moment, to your first meeting or meetings with  
22 Sonny and Alan Medlin. When was your first  
23 meeting or what can you remember at all, if  
24 anything, about your first meeting with Alan  
25 Medlin and Sonny Jones?

Page 18

1 effect, would you have any reason to think that  
2 was an incorrect statement in March of 2013?  
3 MR. NEWSOME: Object to the form of the  
4 question.  
5 MR. HOWSER: Object to the form; it's  
6 pitting.  
7 THE WITNESS: I'm sorry. Repeat the  
8 question.  
9 MS. POPE: Can you ...  
10 THE COURT REPORTER: "If Alan Medlin  
11 told someone that you had already worked on  
12 the complaint from paragraph A to paragraph  
13 double B, or something to that effect, would  
14 you have any reason to think that was an  
15 incorrect statement in March of 2013?"  
16 MR. HOWSER: Same objection.  
17 MR. NEWSOME: Same objection.  
18 A. I have -- I have no specific recollection of  
19 that time frame and I certainly have no idea what  
20 Alan Medlin may have told somebody.  
21 Q. Did you begin working on the complaint in  
22 the Wingate Suit as early as March of 2013?  
23 A. I do not recall.  
24 Q. Did you begin working on the complaint in  
25 the Wingate Suit before your first meeting with

Page 20

1 A. I don't recall specifics because there were  
2 a number of such conversations or meetings.  
3 Q. Okay. So before you met with the Attorney  
4 General --  
5 THE WITNESS: Let's pause one second.  
6 (Off the Record)  
7 MS. POPE: I'll just start over since  
8 we had a little --  
9 MR. HOWSER: Sorry about that.  
10 MS. POPE: -- discussion. No, no,  
11 that's fine.  
12 BY MS. POPE:  
13 Q. I want to go back and see what you can  
14 remember of any of your meetings with Sonny Jones  
15 and Alan Medlin before you met with Attorney  
16 General McMaster.  
17 A. Okay.  
18 Q. Anything you can recall about any meetings,  
19 any conversations with them?  
20 A. Again, all I recall is that there were  
21 several. I can recall at least one that took  
22 place at my office with at least Alan and Sonny.  
23 Don't remember if -- I think Mary Francis would  
24 have been involved. And then several phone  
25 conversations, as well.

Page 25

1 objection is to disclosure of  
 2 attorney/client privileged matter related to  
 3 a joint defense agreement.  
 4 And he has also asserted that your  
 5 question goes beyond the Order of Judge Toal  
 6 and that Judge Toal has directed that  
 7 Mr. Wingate and Mr. Kendall answer questions  
 8 related to their authorization to represent  
 9 certain parties in the lawsuit they have  
 10 brought that has calendar number 1337.  
 11 MR. NEWSOME: That's correct. Thank  
 12 you.  
 13 MS. POPE: And based on that,  
 14 Mr. Howser, you are directing him to limit  
 15 his answers?  
 16 MR. HOWSER: I am.  
 17 MS. POPE: Okay.  
 18 BY MS. POPE:  
 19 Q. Do you share today a joint interest  
 20 privilege with Alan Madlin?  
 21 A. Don't know.  
 22 Q. You don't know? Okay. Do you share today a  
 23 joint interest privilege with Louis Lovanson?  
 24 A. Don't know.  
 25 Q. Do you share today a joint interest

Page 26

1 privilege with the Attorney General of South  
 2 Carolina?  
 3 A. Those are issues you'll take up with the  
 4 attorney who's handling this litigation:  
 5 Mr. Kendall.  
 6 Q. Are you responsible for this litigation,  
 7 Mr. Wingate, the Wingate Suit? Are you  
 8 responsible for it?  
 9 A. What do you mean "responsible"?  
 10 Q. Are you -- are you the attorney who brought  
 11 the Wingate lawsuit to the firm and undertook the  
 12 representation of the Plaintiffs in the Wingate  
 13 Suit?  
 14 A. No, I'm not.  
 15 Q. Who is?  
 16 A. I've already described for you that I was  
 17 initially contacted about this representation and  
 18 Mr. Kendall has been the one handling the  
 19 litigation.  
 20 Q. Did you not, Mr. Wingate, attend the very  
 21 first hearing in this matter yourself?  
 22 A. I've attended a number of hearings. I don't  
 23 know what you're referring to as the very first  
 24 hearing. I have attended hearings.  
 25 Q. And at those hearings --

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1 A. Some hearings.  
 2 Q. And did you not accept responsibility for  
 3 the lawsuit when it was filed?  
 4 A. I don't know what you mean by "accepting  
 5 responsibility."  
 6 Q. Okay. All right. It is your -- it is your  
 7 representation that you today represent all the  
 8 Plaintiffs in the Wingate lawsuit?  
 9 A. To the best of my knowledge, yes.  
 10 Q. And that you began to represent Attorney  
 11 General Alan Wilson when he took office?  
 12 A. After Henry's term ended and Alan Wilson  
 13 became the Attorney General, yes.  
 14 Q. It is -- it is your representation that you  
 15 represent Russell Bauknight on behalf of the  
 16 Attorney General of South Carolina?  
 17 A. Yes.  
 18 Q. It is your representation that you were  
 19 authorized by Henry McMaster to represent Russell  
 20 Bauknight on behalf of the Attorney General of  
 21 South Carolina?  
 22 A. I'm telling you that I met with the Attorney  
 23 General, Henry McMaster, and he authorized this  
 24 lawsuit to go forward.  
 25 Q. Did he see the complaint to know who the

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1 Plaintiffs were?  
 2 A. He knew who the Plaintiffs were.  
 3 Q. Did he know Russell Bauknight was bringing  
 4 this lawsuit on behalf of the Attorney General of  
 5 South Carolina?  
 6 A. I discussed that with Henry McMaster, yes, I  
 7 did.  
 8 Q. Personally?  
 9 A. Yes, personally.  
 10 Q. Approximately when?  
 11 A. I've already said a couple of times, within  
 12 a few weeks prior to the filing of the lawsuit.  
 13 Q. Okay. Did Mr. McMaster sign the contract  
 14 with the Wingate law firm?  
 15 A. Henry McMaster signed a letter -- and if you  
 16 want to parse through it, let's put it in front  
 17 of us -- authorizing the suit to go forward.  
 18 Q. Did Henry McMaster sign the contract with  
 19 the Wingate law firm?  
 20 A. I've said, Henry signed a letter authorizing  
 21 the suit to go forward with our firm representing  
 22 the Plaintiffs.  
 23 Q. Mr. Wingate, did you at first draft a  
 24 contract for Mr. Wingate (sic) to sign as  
 25 Attorney General and he did not sign it?

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1 MR. HOWSER: Wait a minute. You  
2 misstated.  
3 MS. POPE: I'm sorry. Thank you.  
4 MR. HOWSER: You used --  
5 MS. POPE: I'll restate it. Thank you.  
6 MR. HOWSER: You used his name twice.  
7 MS. POPE: I -- thank you.  
8 BY MS. POPE:  
9 Q. Did you at first draft a contract for Henry  
10 McMaster to sign as Attorney General and he did  
11 not sign it?  
12 A. No, I did not draft such a document.  
13 Q. Did you at first propose that Henry  
14 McMaster, as Attorney General, would be a  
15 signatory on the contract with your firm?  
16 A. I did not propose that.  
17 Q. Do you know if anyone else did?  
18 A. No, I do not know if anyone else did.  
19 Q. Okay. Do you know whether or not that  
20 proposal was rejected?  
21 A. No, I do not know.  
22 Q. Okay. All right. Do you have a joint -- an  
23 attorney/client relationship or a joint defense  
24 privilege with David Bell, Esquire?  
25 A. Those would be details that others in the

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1 litigation in my firm have handled.  
2 Q. Do you know?  
3 A. I do not know.  
4 Q. Do you know whether you've ever had a joint  
5 privilege -- a joint interest agreement with  
6 David Bell?  
7 A. I do not know.  
8 Q. Okay. Do you know whether any documents  
9 exist which confirm or deny any joint interest  
10 privilege --  
11 A. I do not know.  
12 Q. -- with any person?  
13 A. I do not know.  
14 Q. Okay. Do you have any documentation to  
15 confirm that Attorney General Alan Wilson became  
16 a client of the Wingate firm when he took office  
17 in January 2011?  
18 A. I do recall that after he became the  
19 Attorney General, he signed a verification of the  
20 complaint -- or of responses -- I don't know if  
21 it was on discovery responses or on -- on the  
22 pleadings, but he actually personally signed a  
23 verification. And, again, I was not the one  
24 directly involved in the discussions about it,  
25 the preparation of it, but I have seen a

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1 signature of Alan's.  
2 Q. He actually verified Attorney General  
3 McMaster's interrogatory answers, didn't he?  
4 A. I don't know. I didn't handle that, I told  
5 you.  
6 Q. So you -- you've seen his signature. You  
7 don't know the circumstances; is that correct?  
8 A. Correct.  
9 Q. Okay. All right. Let me ask you about your  
10 client, the James Brown Legacy Trust. Does it  
11 exist?  
12 A. I'm not handling that part of the  
13 litigation. I'm not going to parse with you the  
14 kind of question you're angling toward. I have  
15 no idea.  
16 Q. Mr. Wingate, I'm here to get your answers,  
17 not to parse with you. Do you know whether the  
18 Wingate -- whether the James Brown Legacy Trust  
19 exists at this time?  
20 A. I'm not handling that part of the  
21 litigation.  
22 Q. You're not responding to my answer (sic).  
23 MR. HOWSER: The answer is: He doesn't  
24 know. Isn't that what you --  
25 MS. POPE: Mr. Howser, this is ...

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1 MR. HOWSER: Okay. Go ahead.  
2 BY MS. POPE:  
3 Q. Does the James -- to your knowledge, does  
4 the James Brown Legacy Trust exist at this time?  
5 A. I do not know.  
6 Q. Okay. Do you know who the -- who the  
7 principals of the James Brown Legacy Trust are?  
8 A. Do not know.  
9 Q. Do you know who the principals of the James  
10 Brown Legacy Trust were when you brought the  
11 Wingate Suit?  
12 A. I do not know.  
13 Q. Okay. Do you know whether Bob Buchanan and  
14 Adale Pope ever owed any duty to the  
15 Wingate -- to the James Brown Legacy Trust?  
16 A. Again, those are things that I have not been  
17 directly involved in, so my answer is: I do not  
18 know.  
19 Q. Did you have any change in the  
20 attorney/client relationship with Daryl Brown  
21 after Daryl Brown fired Louis Lovanson?  
22 A. I do not know.  
23 Q. Did you allow three lawyers to sign the  
24 Wingate litigation agreement on behalf of  
25 approximately a dozen clients whom you had never