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OCT 14 2020
SC Court of Appeals

STATE OF SOUTH CAROLINA
In the Court of Appeals

APPEAL FROM AIKEN COUNTY
Court of Common Pleas

The Honorable Clifton Newman, Circuit Court Judge

Appellate Case No. 2020-000967

Adele J. Pope..... Appellant

v.

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

**MOTION TO SUPPLEMENT THE RECORD BASED ON
ATTORNEY GENERAL'S OCTOBER 2020 PUBLIC RELEASE OF
DOCUMENTS BEARING ON CRITICAL ISSUES IN THIS APPEAL**

TO: THE HONORABLE CHIEF JUDGE AND ASSOCIATE JUDGES:

Appellant moves this Honorable Court to supplement the record on appeal (ROA) in this matter with stunning documents released under FOIA by the Attorney General of South Carolina ("AG") for the first time in October 2020. The AG's October 2020 documents directly impact both the Due Process issues related to appealability of the orders which are the subject of this appeal, and their merits.

In the alternative, Appellant respectfully requests that the Court take judicial notice of the AG's October 2020 documents and their relationship to the claims which Respondents, through the law firm of Sweeny, Wingate & Barrow, P.A. [SWB] have made to this Court since 2016, and to other courts since April 24, 2013.

The grounds of this motion are that the public admissions of the Attorney General in the October 2020 documents confirm that in April 2013 SWB, a private law firm which has been suing Robert Buchanan, Jr. and Appellant in Richland County Case 2010-CP-40-4900 (“Richland 4900”) on behalf of the AG, Tommie Rae Hynie, and other “Beneficiary Plaintiffs” of the James Brown Legacy Trust (“Legacy Trust”) received unequivocal confirmation from the AG, through Chief Deputy AG John McIntosh, that the AG had never been a client of SWB and that SWB had no authority whatsoever to act on behalf of the State/AG in Richland 4900.

Respondents and SWB were both keenly aware before the Supreme Court’s final decision in *Wilson v. Dallas* that SWB had no authority to speak for the State/AG in Richland 4900. Yet, for the seven years since *Wilson v. Dallas*, SWB and Respondents have concealed this information while using the power and prestige of the Office of the Attorney General to pursue Richland 4900 for the benefit of Hynie and those aligned with Hynie.

These AG’s October 2020 admissions were the subject of proper FOIA requests made between 2011 and 2014, and were also properly sought from Respondents in discovery in both Richland 4900 and Aiken County Case 2013-CP-02-1337 (“Aiken 1337”), from which this appeal stems. Yet these documents were never disclosed either by Respondents or the AG. The AG’s documents make clear that the AG and those purporting to act for the AG have violated the Due Process, First Amendment and other rights of Buchanan and Appellant for a decade, including in Richland 4900, Aiken 1337, and two FOIA cases the AG and Respondents moved from Newberry County to Richland County and attempted to consolidate with Richland 4900, one of which was consolidated.

The Nonpayment Orders which are the subject of this appeal make the sixth appeal now turned on its heels by the AG's and Respondents' extraordinary documents, produced after seven-years or more of nondisclosure.

This motion is supported by, and the Court is asked to take judicial notice of, every action taken by the AG and Respondents since April 24, 2013 in Richland 4900, Aiken 1337, Appellant's two FOIA cases, and the six appeals from these cases, including 2016-001708, 2016-001727, 2017-001899, 2018-002229. The motion to supplement is also supported by the documents attached hereto, and by the memorandum which follows.

MEMORANDUM IN SUPPORT OF SUPPLEMENTING RECORD ON APPEAL

Background

This appeal, filed June 30, 2020, seeks to reverse on Due Process and others grounds, two 2020 post-trial "Nonpayment Orders" of the Circuit Court in Aiken 1337. The Nonpayment Orders enjoin the payment to Appellant of \$47,972, plus interest at 8 ¾%, compounded annually, since March 8, 2008. The \$47,972 is Appellant's unpaid portion of the \$317,000 special administrator (SA) fee awarded Robert Buchanan, Jr. and Appellant for their joint SA service to the estate of entertainer James Brown in 2007. Buchanan's entire share of the 2007 SA fee pursuant to the first "Payment Order" of the Honorable Doyet A. Early, III issued in March 2008, was paid in 2008 and "double approved" by Judge Early in a *Wilson v. Dallas* remand hearing in 2013.

The Nonpayment Orders direct that Appellant's undisputed, unpaid share of the same SA fee received by Buchanan more than a decade ago be withheld until the conclusion of Richland 4900, which may be a decade from now. The Nonpayment Order does so despite the fact that the \$47,972 was awarded to Appellant by Judge Early in a second 2017 summary judgment order in Aiken 1337 and the final Aiken 1337 order in January 2019 for which Respondents did not seek

reconsideration. The Nonpayment Orders support the injunction by adopting Respondents' incorrect claim that Richland 4900 is a "companion case" to Aiken 1337. The AG's October 2020 documents confirm that the cases are not companion cases, and never were.

Richland 4900 is a 2010 tort suit brought by the AG, through SWB, and also brought by Hynie and Russell Bauknight, as trustee of the Legacy Trust and in other capacities. Bauknight, for a decade, has acted "on behalf of" both the AG and Hynie, in Richland 4900. Richland 4900 seeks to damage Buchanan and Appellant for appealing the AG's 2008 settlement which dismembered James Brown's estate plan. Aiken 1337, by contrast, was about whether Appellant, like Buchanan, should be paid under her contract with Respondents for her partial PR/Trustee commission earned through May 26, 2009, with interest, as directed by Judge Early, and for the out-of-pocket costs she bore in the *Wilson v. Dallas* appeal from 2009 until 2013.

Actions of Respondents, SWB and Hynie Before the AG's October 2020 Documents

On August 7, 2020 Respondents, through Bauknight, served a Motion to Dismiss this appeal as interlocutory. Appellant opposed the motion on Due Process and other grounds, and her return is incorporated herein.

On September 9, 2020, Respondents filed a Reply in Support of Motion to Dismiss Appeal as Interlocutory, which stated in part:

Instead of attempting to counter Respondents' arguments for dismissal, Appellant used the Return as a vehicle for a rambling, counter-factual screed against Tommie Rae Hynie...and, to a lesser extent, the breach of fiduciary duty case..."Richland 4900"... While Respondents cannot rule out the possibility that some of Appellant's rantings may be relevant to the merits of this appeal, it is clear that none of them is relevant to the threshold issue of appealability...

The AG's October 2020 documents make clear that the "rantings" and claimed "counter-factual screed" of Appellant were actually a brief summary of the efforts of SWB, Respondents, Hynie and the small number of people who remain aligned with Hynie since May 29, 2013 to convert Richland 4900 into a "breach of fiduciary" case against Robert Buchanan and Appellant when it was exactly the opposite. As the never-amended complaint in Richland 4900, on file in 2017-001899 and 2018-002229, and the subject of two FOIA cases decided by this Court in 2019 shows, the purpose of Richland 4900 when filed was to stop an appeal of the AG's 2008 settlement.

The AG's 2008 settlement "stipulated" that Hynie was Brown's wife, then gave her a quarter of James Brown's worldwide music empire in exchange for her nonexistent termination rights under the Copyright Act and those of her minor son (James). Richland 4900 was concocted to blame the damage Hynie and the AG had caused Brown's charity on Buchanan and Appellant.

Respondents, Hynie and SWB were unfazed by *Wilson v. Dallas*. Within two days of the decision *Bauknight* had been reinstated, and on May 29, 2013, a day or so after the remittitur was handed down, Hynie's attorney Alan Medlin, Esq., with Louis Levenson, Esq., announced to Judge Early their intention to disregard *Wilson v. Dallas*; and reinstate the AG's 2008 settlement.

With unmistakable evidence that they had no authority to do so, Hynie, SWB and Respondents forged on in Richland 4900, continuing to blame the dismembering on Buchanan and Appellant. For seven years Hynie and the few who remain aligned with her, including Respondents, have turned Richland 4900 into a FOIA graveyard; sought sanctions against Appellant a dozen times; stricken from the record affidavits of Appellant which were never reviewed by any court; and managed to suppress both facts and law which show that Hynie was not James Brown's spouse, it was never a help to Brown's charity to make Hynie appear to be

James Brown's spouse and Brown's worldwide music empire was not worth \$4.7 million as Peter Afterman, Hynie and Bauknight claim.

In the name of the State's highest legal officer, SWB, Hynie and Respondents have continued to falsely accuse Buchanan and Appellant of the federal felony of overstating Brown's music empire by \$79 million in IRS filings to get a \$5 million commission on a \$5 million estate. And they have done this with knowledge that they had no right to use the power and prestige of the Office of the Attorney General to attempt to ruin the careers and reputations of Buchanan and Appellant.

In 2016 now-Governor McMaster testified emphatically under oath that he did not authorize SWB to bring Richland 4900; that he did not authorize Bauknight to act for the AG in Richland 4900; and that he did not even know he was a Richland 4900 Plaintiff until after leaving office as AG in January 2011. Instead of ending Richland 4900, Hynie, SWB and Respondents redoubled their efforts to damage and further discredit both Buchanan and Appellant for their proper joint actions.

By 2017 all of the Richland 4900 Plaintiffs except Hynie, her son, and Respondents had abandoned the May 29, 2013 plan and terminated Levenson. Even that did not stop SWB, Hynie and Respondents. They engaged Levenson as a "fact witness" in Aiken 1337 to testify that Buchanan and Pope should not have appealed the AG's 2008 settlement

Claiming to have the AG on their side in Richland 4900, and claiming that SWB was the AG's attorney until at least 2016, Respondents, with SWB, repressed the Governor's sworn testimony in Aiken 1337, as well as the testimony of AG Wilson and other AG staff.

Using 4 lawyers who charged \$375- \$500 an hour, Respondents, by Bauknight's testimony, spent more than \$1 million defending a fee claim case which had been resolved for Buchanan with a 15-minute hearing and which Appellant was pursuing *pro se* before the 2017 trial in Aiken 1337.

Declining to respond to Appellant's offer to settle her claim for 5 ½ years service and all the costs Appellant had paid out of pocket for the 4-year appeal which became *Wilson v. Dallas* for \$2.1 million, Respondents conducted a lengthy trial with two attorneys, a \$600-an-hour termination rights expert from New York who was told that Hynie was Brown's spouse; a \$700-an-hour expert appraiser from California who did not appraise anything; and five other experts, including two CPAs who were not told that Bauknight and his spouse/CPA had abandoned the tax file of court-appointed CPA William Sellars, allowing it to be destroyed after more than six years.

By 2019 at a cost which was set out in an *ex parte* filing by Respondents, but discarded by the circuit court, and after accusing Appellant of perjury and wanting \$19 million to settle her claim, Respondents secured the circuit court order they wanted. It is the subject of Court of Appeal Case No. 2019-000362. That harsh order, which asserts that Buchanan and Appellant breached their fiduciary duty by appealing the AG's 2008 settlement, nevertheless directs that the \$47,972 SA fee be paid to Appellant with legal interest from March 2008.

Instead of paying Appellant the \$47,972 with interest, now over \$100,000, Respondents continued to employ the power and prestige of the AG's office by asserting that they could not pay Appellant until Richland 4900, a "fiduciary duty" case and a "companion case" to Aiken 1337 was concluded.

By September 2020 Respondents' "expert" Peter Afterman, who had fabricated the \$4.7 million claimed value for Brown's worldwide music empire used to accuse Buchanan and Appellant of a federal felony, had both repudiated his \$4.7 million claim in Supreme Court filings

and confirmed in a Federal Court sworn declaration that he had been working for Hynie and her lawyers since 2013. **Exhibit A.**

Undaunted, on September 18, 2020 Respondents and Hynie, through SWB, filed a motion to strike and sought a rule to show cause in Case No. 2018-002229, a Richland 4900 appeal. Respondents, Hynie, and Bauknight “on behalf of” both Hynie and the AG, asked this Court to hold Appellant in contempt for alleged “repeated rule violations,” and stated that Appellant “has a documented history ...of failure to comply with appellate court rules.” The SWB filing continued the vitriolic tone SWB and Bauknight have taken for the State/AG for a decade.

Documents Released by the Attorney General Under FOIA in October 2020

In October 2020 the AG released under FOIA, for the first time, public documents which disclose startling facts about Richland 4900 which bear directly on this appeal. The AG’s October 2020 documents directly refute Respondents’ claim to the lower court and in this appeal that the unauthorized, unconstitutional Richland 4900 is a “companion case” to Aiken 1337. The AG’s October 2020 documents, when taken in context, reveal how Respondents, Hynie and SWB, for more than seven years, have used the power of the Office of the Attorney General to advance the May 29, 2013 announced plan of Hynie and Levenson to disregard the Supreme Court’s decision in *Wilson v. Dallas* and reinstate the AG’s 2008 settlement which stipulated that Hynie was Brown’s spouse and gave her about \$1 million a year and a third of Brown’s charity.

The AG’s October 2020 documents show:

1. January 20, 2012 letter from SWB attorney Mark V. Gende to AG Wilson (“As [the AG’s] attorney in this matter, [Gende is] writing to advise [the AG] against releasing” any portion of the public “Wingate Contract” which Appellant has been seeking under FOIA for 9 years, and Buchanan and Appellant were also seeking in Richland 4900 discovery. Attached as **Exhibit B.**
2. March 25, 2013 letter from SWB attorney Everett A. Kendall, II, to AG Wilson, Chief Deputy AG John W. McIntosh, Deputy Attorney General Robert D. Cook and Asst.

Deputy AG C. Havird Jones. (requesting “formal meeting” “to discuss the termination of [SWB’s] representation of the Office of the Attorney General” in Richland 4900). Attached as **Exhibit C**.

3. April 12, 2013 letter of Mr. Kendall to AG Wilson, Mr. McIntosh, Mr. Cook and Mr. Jones. (Transmitting “Termination Agreement to end Sweeny, Wingate and Barrow, P.A.’s representation of the Attorney General.”) Attached as **Exhibit D**.

4. Unsigned April 2013 “Termination of Legal Representation.” asserting that the Contract for Legal Services (Wingate Contract) created “a direct attorney-client relationship” between SWB and the AG; indicating that the AG would pay some portion of SWB’s fees; and asserting that all communications between SWB and the AG, as well as communications between the AG and others, and the Termination document itself, “are, and shall remain, confidential and protected by the Attorney-Client Privilege.” Attached as **Exhibit E**.

5. April 23, 2013 letter of Mr. Kendall to Chief Deputy AG Mr. McIntosh. (Seeking signature on Termination agreement; noting that the AG had “drawn a line in the sand with respect to [SWB’s] attorney fees and expenses;” and saying that SWB would “act accordingly.”) Attached as **Exhibit F**.

6. April 24, 2013 letter of Chief Deputy AG McIntosh to Mr. Kendall. (Noting that the AG would not pay SWB’s fees because it “did not employ [SWB’s] services” and advising that “the Office of the Attorney General has never been a client of [SWB].” Attached as **Exhibit G**.

7. A January 5, 2011 letter from Mr. Kendall to Russell Bauknight, regarding Richland 4900 with the entire 3 ½ page body and attached chart redacted, but showing copies sent to two members of the AG’s office, as well as attorneys for Hynie, and other Will/Trust contestants.. This letter was sent the month AG Wilson took office; Forlando Brown became an undisclosed owner of the Legacy Trust and planted the false Grammy© claim noted by the Supreme Court two years later; and the month Bauknight shifted nearly 1/3 of Brown’s charity and about \$1 million a year from Brown’s charity to a trust for Forlando and others by use of the Afterman \$4.7 Million Value. Attached as **Exhibit H**.

8. A 2008 Fee Schedule of Bauknight which was filed with Judge Early in 2009; declared public by Judge Early in 2010; has been missing from the Aiken Clerk’s Office since 2010 when it was ordered to be delivered to Buchanan and Appellant; was not produced by Respondents in either Aiken 1337 or Richland 4900 despite proper discovery requests; and shows that the dozen Nexsen Pruet (NP) attorneys hired by Bauknight in 2009 to assist the Legacy Trust and Hynie with the dismembering of James Brown’s estate plan were charging \$375- \$500 an hour in 2008. Attached as **Exhibit I**

Consideration of the AG's 2020 Documents Will Promote Justice and Judicial Economy

The full impact of these extraordinary 2020 admissions by the AG cannot be underestimated. In 2011 Buchanan and Appellant asked this Court to grant a Writ of Prohibition and early appeal to consider the constitutionality of Richland 4900, where SWB, a private law firm, served as sole counsel of record to the State/AG, Hynie and other private clients. The AG, through SWB, asked that the appeal be dismissed as premature, and it was.

In the nine years which followed the AG and Bauknight, both claiming to speak for the AG, trampled on the Due Process, First Amendment and FOIA rights of Appellant and Buchanan. One small example is **Exhibit J**, an order obtained by the AG, through SWB, in March 2017. This extraordinary order seals an affidavit of Appellant without review and directs that all further affidavits of Appellant – but not anyone else – in Richland 4900 be filed under seal.

While it may take years to sort out the implications of the AG's October 2020 documents, it is clear that they show that Richland 4900 is not – and never was – a companion case to Aiken 1337. The only claimed “fiduciary duty” in Richland 4900 is to Hynie and owners of the nonexistent Legacy Trust created by the AG, Hynie and others as the vehicle to dismember James Brown's estate plan. Buchanan and Pope never owed a duty to the Legacy Trust or its beneficiary-owners.

If Respondents do not immediately abandon their positions and deliver to Appellant the funds she was awarded in 2008 for her 2007 SA service, these documents should become part of the record in this appeal.

Appellant's Request to Supplement the ROA is Appropriate

“Few appeals involve the need for a supplemental record.” Toal, Walker, Baker, *Appellate Practice in SC*, 3d ed., p. 417. This case, with the just-disclosed documents which bear directly

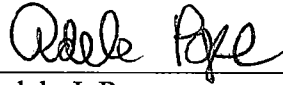
on the constitutional issue of whether SWB and Respondents have inappropriately used the power and prestige of the Office of the AG to advance Hynie's private interests in Richland 4900, and have continued those Due Process violations with the Nonpayment Orders which are the subject of this appeal, is one of those few cases where a supplement should be allowed. Although presentation of evidence for the first time on appeal is unusual, appellate courts have the discretion "to make limited exceptions to this rule when 'injustice might otherwise result.'" *In re AOV Indus. Inc.*, 797 F.2d 1004, 1012 (D.C. Cir. 1986) (quoting *Singleton v. Wulff*, 428 U.S. 106, 121 (1976)). Appellate courts have "the inherent equitable power to allow supplementation of the appellate record if it is in the interests of justice." *CSX Transp. Inc. v. City of Garden City*, 235 F.3d 1325, 1330 (11th Cir. 2000). That is the case here.

The Court of Appeals has already issued one opinion in Richland 4900, in Case No. 2017-001899, without benefit of the compelling public evidence revealed by the Attorney General in October 2020. The AG's October 2020 documents are critical to a prompt and just conclusion in this appeal so that Appellant may be paid the \$47,972, with interest, she should have been paid 12 years and 8 months ago. It may also deter Respondents from continuing expensive litigation to avoid embarrassment, as was proposed by SWB to the AG in 2012, and which has happened.

CONCLUSION

Based on the foregoing, this Court should allow the extraordinary October 2020 documents of the AG and the related documents attached hereto to be considered both in connection with the Motion to Dismiss Appeal as Interlocutory and as part of the Record on Appeal when presented if Respondents continue to withhold Appellant's \$47,972 unpaid SA fee from 2007.

Respectfully submitted,



Adele J. Pope
1228 Walnut Street
Newberry, South Carolina 29108
Telephone: (803) 413-0753
adele@popelawfirm.com
S.C. Bar No. 4501

Appellant pro se

October 14, 2020

Exhibit A

EXHIBIT F

**UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF SOUTH CAROLINA
AIKEN DIVISION**

DEANNA BROWN-THOMAS, an individual;)
YAMMA BROWN, an individual; VENISHA)
BROWN, an individual; MICHAEL D. BROWN, an)
Individual; NICOLE C. BROWN, an individual;)
JEANETTE MITCHELL BELLINGER, an)
Individual; SARAH LATONYA FEGAN, an)
Individual; CIARA PETIT, an individual; and)
CHERQUARIUS WILLIAMS, an individual,)

Civil Action No. 1:18-cv-02191-JMC

**DECLARATION OF PETER
AFTERMAN**

Plaintiffs,)

v.)

TOMMIE RAE HYNIE, a.k.a. TOMMIE RAE)
BROWN, an individual; JAMES J. BROWN, II, an)
Individual; RUSSELL L. BAUKNIGHT, as the)
Personal Representative of the Estate of James Brown)
And Trustee of The James Brown "I Feel Good" Trust;))
DAVID C. SOJOURNER, JR., as the Limited Special)
Administrator of the Estate of James Brown and)
Limited Special Trustee of The James Brown and)
Limited Special Trustee of The James Brown "I Feel)
Good" Trust; and DOES 1 through 10, inclusive,)

Defendants.)

I, Peter Afterman, declare as follows:

1. I have personal knowledge of the facts herein and if called as a witness would so testify.
2. As of 2013, I have assisted Tommie Rae Brown and her counsel with advice as to music rights matters, including copyright matters and termination right matters. My assistance as an agent involved helping her counsel provide her with their legal advice about music, copyright, and termination matters.

I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct and that I executed this Declaration on this 2nd day of September, 2020, at Los Angeles, California.

A handwritten signature in black ink, appearing to be 'Peter Afterman', written over a solid horizontal line.

Peter Afterman

Exhibit B

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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

January 20, 2012

JAN 23 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

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 C

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: AWB
Reviewed by/Date: CJT
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 D



SWEENY 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,

SWEENY, WINGATE & BARROW, P.A.


Everett A. Kendall, II

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APR 15 2013

Exhibit E

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 F



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
Approved 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,

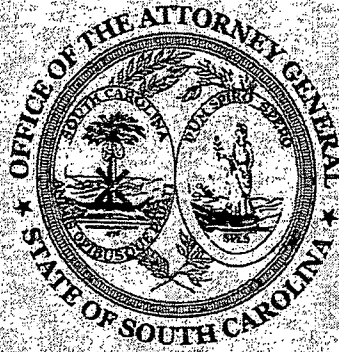
Yours truly,

SWEENEY, WINGATE & BARROW, P.A.


Everett A. Kendall, II

EAK/ber

Exhibit G



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 H

S·W·B

SWEENEY WINGATE & BARROW P.A.

January 5, 2011

Reply to: Main Office

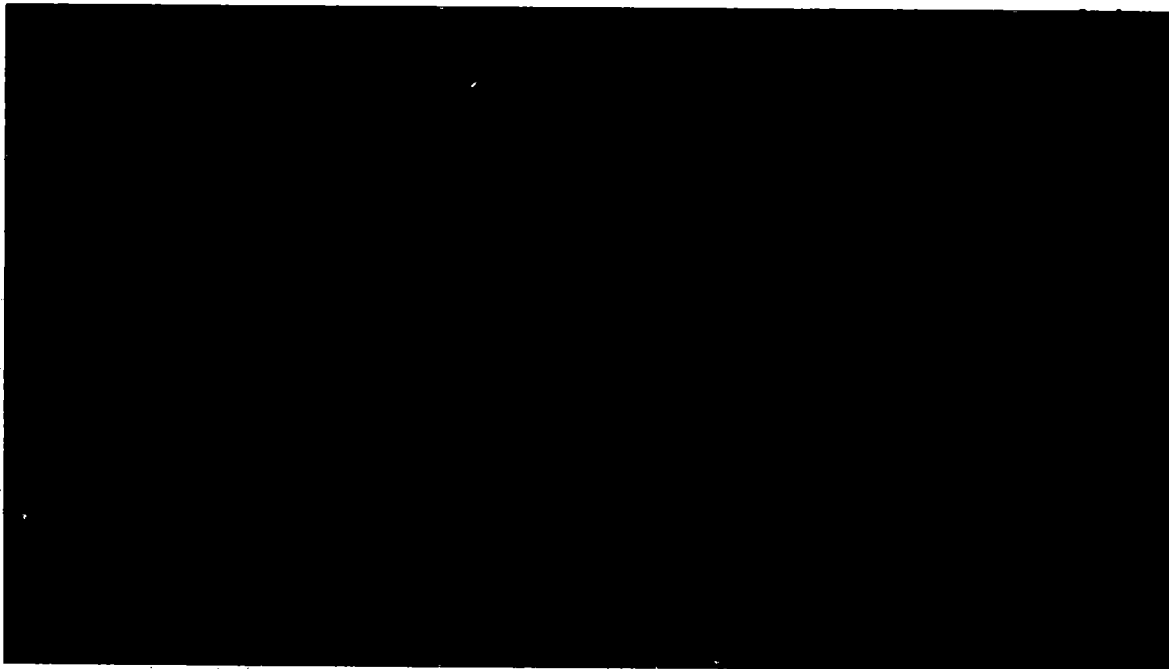
Everett A. Kendall, II
(803) 256-2233 x 130
enk@swblaw.com

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,

SWEENY, 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
Babright, Pops and Buchman

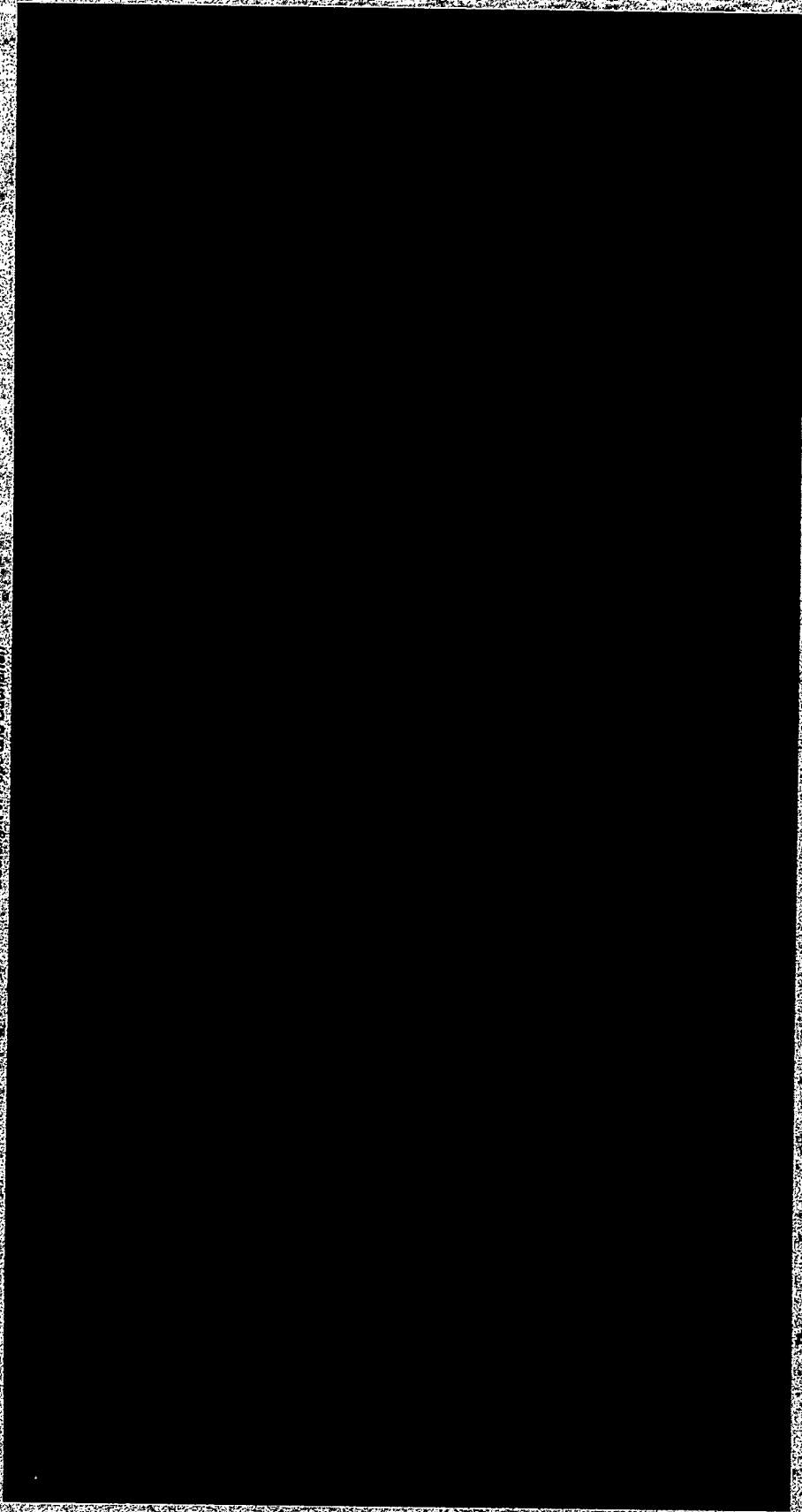


Exhibit I

**Schedule of Compensation
For the Service of
Russell L. Bauknight, as Fiduciary**

Effective January 1, 2008, compensation for Russell L. Bauknight's services as sole or co-trustee of a testamentary or inter vivos (revocable or irrevocable) trust will be determined in accordance with the following schedule:

Trust administration, including investment and non-investment management of the assets in the trust, in compliance with any governing terms of the trust itself or, in default thereof, any governing state law.

Current Market Value Of Trust Assets	Annual Compensation Rate
First \$1,000,000	1.25%
Next \$1,000,000	1.00%
Next \$3,000,00070%
Over \$5,000,00050%

Fees are calculated and paid at the end of each month based upon values at the first of the month. One-twelfth of the annual fee is due and payable each month.

Principal distributions and payments	1.00%
(e.g., discretionary, directed, withdrawal, removal, termination)	

Sale of Trust Real Estate:

Trustee markets and sell the property	7.00%
Trustee markets and broker procures purchaser	5.00%
Property is listed and sold through a broker.....	3.00%

Additional information regarding compensation as trustee:

This fee schedule does not include fees charged by outside professionals such as attorneys, accountants or investment advisors. These fees do not include the cost of tax return preparation or the preparation of work papers that may be used for tax preparation and trust accountings.

Extraordinary Services:

The forgoing schedule of compensation is for the normal services required in the administration of a trust. Where special services are required, appropriate additional charges will be made based upon the nature of the work involved and the extent of the duties and responsibilities assumed. Some examples of unusual services might include:

Other Fee Information:

The fee structure outlined above does not contemplate every situation with which the fiduciary may be faced. Special assets or unusual assets may require additional attention that will result in additional fees. (Examples of "special assets" include, but are not limited to, annuity income streams where charges based upon value may not be appropriate, intangible assets that may be difficult or expensive to value on a regular basis, bankruptcy situations or contingent assets.)

Addendum – Special Fiduciary Services and Fiduciary's Counsel:

All services performed as Special Trustee, Special Administrator, or in other similar fiduciary capacities shall be charged at the regular hourly rate for Russell Bauknight charged by Bauknight Pietras & Stormer, P.A. at the time such services are rendered (currently \$350.00 per hour). In addition, it is anticipated that the services of Nexsen Pruet, LLC will be retained to assist with legal matters associated with the administration of the estate and trusts and the related business matters. The hourly rates charged by those attorneys expected to assist significantly with these matters range from \$375.00 to \$500.00 per hour. The primary attorneys expected to be involved in the performance and supervision of these legal matters are Fred Kingsmore, Jr. and William (Corky) Klett III. Mr. Kingsmore specializes in tax, estate planning and probate and currently charges at a rate of \$450.00 per hour for matters of this type. Mr. Klett specializes in intellectual property matters, including copyright law, both domestic and international, and currently charges at a rate of \$425.00 per hour for matters of this type. Other lawyers in the firm of Nexsen Pruet, LLC may be used from time to time but their rates will not exceed those rates charged by Messrs. Kingsmore and Klett.

BAUKNIGHT PIETRAS & STORMER, P.A.
CERTIFIED PUBLIC ACCOUNTANTS

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Firm Leaders



Bauknight, Russell L.

rbauknight@bpscpas.com
803.771.8943

Prior to founding Bauknight Pietras & Stormer, P.A., in 1991, Russell was a senior tax manager in Ernst & Young's Columbia office. With over twenty-two years of experience in public accounting, Russell serves some of South Carolina's wealthiest individuals. Russell concentrates his efforts on consulting and planning for family-owned businesses and their owners; estate and financial plans; and plans for major charitable gifts.

Russell also serves clients that include real estate companies, agricultural companies, distributors, retailers, large trusts and estates, as well as wealthy individuals.

Education

Attended the University of South Carolina, Columbia, S.C., and graduated from Towson State University, Baltimore, Md., in 1980 with a degree in Accounting. Graduate of the American Institute of Certified Public Accountants (five-year program) Graduate Tax School at the University of Illinois Urbana-Champaign. Graduate of the Ernst & Young Advanced Development Program for Tax Professionals (Subsequently assisted as an instructor/facilitator for this program)

Organizations

Member of the American Institute of Certified Public Accountants
Member of the South Carolina Association of Certified Public Accountants
Member of the Board of Directors of SouthTrust Bank of South Carolina (Past Chairman, Executive Committee)
Member of the Board of Directors of SouthTrust Bank of the Midlands
Member of the Lake Murray-Irmo Rotary Club (Past President)
Graduate of Leadership Columbia 1989
Member of the Board of Directors of the Executives Association of Greater Columbia

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Exhibit J

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

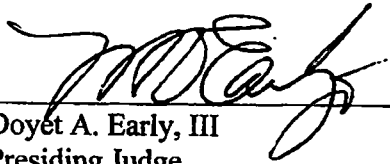
JEANETTE
C.C.P.
2017 MAR 15 AM 9:03
RICHLAND COUNTY
FILED

ORDER CONCERNING PLAINTIFFS'
MOTION TO STRIKE A JANUARY 17,
2017 AFFIDAVIT OF DEFENDANT

DWIGHT

Plaintiffs in Richland Case 4900 moved this Court for an Order striking the Affidavit of the Defendant that was filed by her on January 17, 2017. A hearing was held on the motion on February 6, 2017, at which time all parties were heard. After having considered the arguments, the Court orders as follows: (1) The subject Affidavit will be placed under seal; (2) All further Affidavits filed by the Defendant will be filed under seal; (3) A determination will be made at the time of trial which Affidavits will be used in the trial of this matter. This Order specifically makes no finding about the content of the January 17, 2017 Affidavit. Motions, which have previously been filed in this matter to strike other affidavits, will be heard by this Court, only after at least ten days notice.

IT IS SO ORDERED.



Doyet A. Early, III
Presiding Judge

March 9, 2017
Bamberg, South Carolina.

STATE OF SOUTH CAROLINA
In the Court of Appeals

RECEIVED
OCT 14 2020
SC Court of Appeals

APPEAL FROM AIKEN COUNTY
Court of Common Pleas

The Honorable Clifton Newman, Circuit Court Judge

Appellate Case No. 2020-000967

Adele J. Pope..... Appellant

v.

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

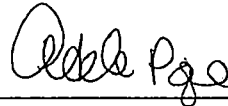
CERTIFICATE OF SERVICE

I certify that on the 14th day of October, 2020 I served a Motion to Supplement the Record

Based on Attorney General's October 2020 Public Release of Documents Bearing on Critical Issues in this

Appeal by hand deliver at the address shown below:

J. David Black, Esq.
Kirsten Small, Esq.
Nexsen Pruet, LLC
1230 Main Street
Columbia, South Carolina 29201


Adele J. Pope, Appellant, *pro se*
1228 Walnut Street
Newberry, South Carolina 29108
Telephone (803) 4130753
adele@popelawfirm.com
S.C. Bar No. 4501