

**IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION**

JACQUELYNE HOLLANDER	>	
Plaintiff	>	
	>	
v.	>	
	>	Case No.
THE ESTATE OF JAMES BROWN	>	
	>	
ADELE J. POPE, Individually and As Trustee of the Irrevocable Trust established By James Brown in August 1, 2000	>	
	>	
ROBERT L. BUCHANAN, JR., Individually and As Trustee of the Irrevocable Trust established By James Brown in August 1, 2000	>	
	>	
THE STATE OF SOUTH CAROLINA	>	
Defendants	>	

COMPLAINT AND JURY DEMAND

Plaintiff JACQUELYNE HOLLANDER (hereinafter referred to as “Hollander”) through her attorney, Donald P. Rosen, and hereby makes the following complaint against Defendants THE ESTATE OF JAMES BROWN, 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 (hereinafter collectively referred to as “Defendants”) and for her complaint, respectfully states as follows:

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EXHIBIT “A” – Affidavits
EXHIBIT “B” – Last Will of James Brown
EXHIBIT “C” – Irrevocable Trust Agreement of James Brown
EXHIBIT “D” – Proposed Settlement Agreement

THE PARTIES

1. Plaintiff Hollander is an individual who currently resides in Garden Prairie, Illinois.
2. Defendant Adele J. Pope is a resident and citizen of South Carolina. She is an attorney who was appointed as Trustee of the Irrevocable Trust of James Brown on November 20, 2007. She may be served at the Law Offices of Adele Pope, PC 1218 Taylor Street, P.O. Drawer 7125, Columbia, South Carolina 29202-7125.
3. Defendant Robert L. Buchanan, Jr. is a resident and citizen of South Carolina. He is an attorney who was appointed as Trustee of the Irrevocable Trust of James Brown on November 20, 2007. He may be served at 212 Newberry Street NW, P.O. Box 463, Aiken, South Carolina 29802-0463.
4. The State of South Carolina, represented by Assistant State Attorney Sonny Jones, is responsible for representing the potential beneficiaries of the “I Feel Good” trust. He may be served at Rembert Dennis Building, 1000 Assembly Street, Room #519, Columbia, South Carolina 29201.

JURISDICTION

5. This Court has subject matter jurisdiction over this action pursuant to 28 U.S.C. § 1332 (Diversity of Citizenship). The amount in controversy is in excess of \$75,000.00 in that the value of the enterprise between James Brown and Hollander is estimated at over \$100,000,000.00.

FACTS APPLICABLE TO ALL COUNTS

6. In 1987 Jacque Hollander (hereinafter referred to as “Hollander”) worked with James Brown (hereinafter referred to as “Brown”) the widely-known entertainer as a record producer, spokesperson and songwriter. At a meeting between the two of them, attended by Brown’s attorney Buddy Dallas (hereinafter referred to as “Dallas”) Brown and Hollander decided to jointly establish an enterprise in which they would each contribute time and money and use those resources to help needy children. They named that enterprise the “I Feel Good Children’s Trust” after James Brown’s hit song. *See Exhibit “A” affidavits of Albert H. Dallas, Joseph F. White, Jr. and Roosevelt Johnson.* No written agreement was made at that time to formalize that enterprise.

7. Both Brown and Hollander, over the following two years, contributed significant time and money to this endeavor. Under Hollander’s leadership, thousands of dollars were earned and contributed to needy children. Hollander wrote three songs and contributed those royalties. Hollander spent considerable time promoting the enterprise.

8. In 1989, following a sexual assault perpetrated by Brown on Hollander, she moved to Illinois. Brown continued the partnership and in 1999 – 2000 that partnership was formally memorialized into the “I Feel Good Trust”, part of the Irrevocable Trust Agreement of James Brown (hereinafter referred to as “Trust” or “the

Trust”). See *Exhibit “A” Affidavit of Albert H. Dallas. Exhibit “C” Irrevocable Trust Agreement of James Brown*. The stated purpose of the trust, as with the original partnership, was for the benefit of poor and financially needy children (Trust Agreement, Article VII(1).)

9. After Hollander moved to Illinois, Brown continued to place assets into the partnership, including the publishing of their joint songs. On August 1, 2000 Brown executed his last will and testament (hereinafter referred to as “Will” or “the Will”). A copy of the Will is attached hereto as Exhibit “B”. In the Will only Brown’s household and personal affects passed on to his children. The remainder of his estate was to pass through a “pour over” clause into the Trust.

10. Brown died on December 25, 2006. Between the time that Hollander moved to Illinois and the time that Brown died, despite the accumulated assets in the trust, which are estimated at over one hundred million dollars, Brown never contributed any material amount toward needy children and, in fact, borrowed freely from the trust assets for his own personal use.

11. After Brown’s death, the Will was filed in the Probate Court of Aiken County, South Carolina. Judge Doyett A. Early, Jr. has presided over the probate proceedings regarding the Trust and the Estate of James Brown. There is currently pending before that court a proposed settlement agreement that would eviscerate the trust and, in contradiction to the terms of the Will, allow only half of Brown’s assets to fund the Trust.

12. The trustees appointed by Brown himself to the trust have been replaced by court-appointed trustees, the defendants Adele Pope (hereinafter referred to as “Pope”) and Robert L. Buchanan, Jr. (hereinafter referred to as “Buchanan”).

13. Hollander has made many attempts to be heard before the South Carolina Court and has been told that she could not appear without counsel. It has been impossible, due to the magnitude of the proceedings, for Hollander to obtain disinterested local counsel in South Carolina. Her attempts to discuss her personal interest in the trust with Pope and Buchanan were met with indifference and even hostility.

COUNT ONE

Federal Declaratory Judgment Act, 28 U.S.C. §§ 2201 and 2202

14. Brown and Hollander entered into a partnership in 1987 that was never formally or informally dissolved by either party. They jointly contributed time and money toward an enterprise that would gift its proceeds to needy children.

15. The partnership that was formed by Brown and Hollander in 1987 and that was subsequently formalized in 2000 by Brown alone was a trust in name only and illusory in that the purported settlers of the trust, Hollander and Brown, exercised complete control over the trust assets, even after Brown formalized the trust in 2000.

16. In fact, only Hollander actually remained true to the initial purpose of the partnership, to help needy children. She gifted her partnership proceeds to various needy children for two years.

17. After Brown formalized the partnership in 2000 as a trust he contributed significant assets to the trust. Schedule “A” to the Irrevocable Trust Agreement specifically provides the following property to be delivered to the Trust:

- a. Initial funding of \$50.00.

- b. All ownership interest in James Brown Enterprises, Inc.
- c. All ownership interest in James Brown's primary residence in Aiken County, South Carolina.

18. Schedule "B" to the Irrevocable Trust Agreement endows the trust with:

All copyrights and all rights to income from any copyright or publishing rights to musical compositions of James Brown the entertainer, artist, composer and creator of musical works and video graphic and sound images including the likeness, image and persona of James Brown a/k/a The Godfather of Soul and any other stage or performance work now in existence or hereafter created by James Brown; the rights to any book, movie, narrative or illustration of the life and the works of James Brown in any form, including, but not limited to the attached more definitive list of intellectual work product of James Brown, which is ever continuing and which work product may or may not be registered with the Library of Congress, ASCAP or BMI.

19. Contemporaneously, Brown borrowed thirty million dollars on those same future earnings of royalties. On information and belief, that money was applied to Brown's personal use and was never donated to needy children.

PARTNERSHIP BETWEEN HOLLANDER AND BROWN

20. Pursuant to the South Carolina Uniform Partnership Act *S.C. Code Ann. § 33-41-210*, a partnership is ". . . an association of two or more persons to carry on as co-owners a business for profit . . ." In this case, both Brown and Hollander acted in association to contribute income producing and appreciable assets to this enterprise.

21. The South Carolina Uniform Partnership Act *S.C. Code Ann. § 33-41-220(4)* further provides, in relevant part, The receipt by a person of a share of the profits of a business is prima facie evidence that he is a partner in the business

22. Although there was an agreement to give the proceeds of the partnership to needy children, this was never an obligation of the partners and was done voluntarily through Hollander as her share of partnership proceeds.

23. Brown also received proceeds from this partnership and never contributed those proceeds to needy children.

24. All property brought into the partnership or subsequently acquired by the partnership by purchase or otherwise is partnership property *S.C. Code Ann. § 33-41-230*.

TRUST VOID AS ILLUSORY

25. Since Brown so controlled the trust that he was able to use its assets with impunity and did not provide for the beneficiaries after Hollander's departure, the trust was treated as revocable even after it was formalized as irrevocable in 2000 and thereby was invalid pursuant to *S.C. Code Ann. § 62-7-112*.

26. Further, the formalization of the partnership into a trust would have required the approval of Hollander as a fifty percent partner in the initial enterprise from which the trust was derived.

COUNT TWO

Accounting, S.C. Code Ann. § 33-41-550

27. Pursuant to *S.C. Code Ann. § 33-41-550*, "Any partner shall have the right to a formal account as to partnership affairs: (1) If he is wrongfully excluded from the partnership business or possession of its property by his copartners; (4) Whenever other circumstances render it just and reasonable."

28. In this case, Brown sexually assaulted Hollander who then could not continue working directly with him in the partnership.

29. Since Brown continued the partnership through providing income producing and appreciable assets to the partnership, under the auspices of donating the proceeds to needy children, the partnership continued even without Hollander's direct

participation. *S.C. Code Ann. § 33-41-560*. Hollander's wrongful and illegal exclusion from the partnership entitles her to an accounting.

30. Hollander is also legally entitled to her interest in the partnership property and all proceeds of the partnership from 1989 through the present. *S.C. Code Ann. § 33-41-710/720*.

RELIEF REQUESTED

WHEREFORE, Plaintiff requests judgment against all named Defendants as follows:

ON COUNT ONE:

1. That this Court enter a declaratory judgment in favor of plaintiff that finds:

a. That James Brown and Jacqueline Hollander were equal partners in an enterprise to earn money and gift that money to needy children.

b. That the "I Feel Good" trust established by James Brown in 2000 was an extension of that partnership enterprise.

c. That the "I Feel Good" trust established by James Brown in 2000 is invalid as illusory.

d. That the property and proceeds in that trust are legally owned by Jacqueline Hollander as the surviving partner.

e. Awards plaintiff reasonable costs of this action including attorney fees.

f. That Plaintiff receives such other and further relief as this Court deems just and proper, under the full range of relevant circumstances which have occasioned the instant action.

ON COUNT TWO

1. That this Court order an accounting of all assets and proceeds of the Irrevocable Trust of James Brown on behalf of the plaintiff.

2. That the Court order all present and future assets in the Irrevocable Trust of James Brown be awarded to Plaintiff.

3. That Plaintiff has such other and further relief as this Court deems just and proper, under the full range of relevant circumstances which have occasioned the instant action.

JURY DEMAND

Plaintiffs respectfully request that their claims be tried before a jury.

Dated: April 6, 2009

Respectfully Submitted,

JACQUELINE HOLLANDER
By: Her Counsel

/s/ Donald Rosen /s/
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