

**Candace Kunz-Freed**

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25

No. 412,249-401

ESTATE OF ) IN PROBATE COURT  
NELVA E. BRUNSTING, ) NUMBER FOUR (4) OF  
DECEASED ) HARRIS COUNTY, TEXAS  
CARL HENRY BRUNSTING, et al )  
V.  
ANITA KAY BRUNSTING, et. al )

-----

ORAL DEPOSITION OF  
CANDACE KUNZ-FREED  
JUNE 27, 2019  
VOLUME 1

-----

ORAL DEPOSITION OF CANDACE KUNZ-FREED, produced  
as a witness at the instance of the Defendant, Anita  
Brunsting, and duly sworn, was taken in the above styled  
and numbered cause on the 27th of June, 2019, from  
9:15 a.m. to 3:00 p.m., before Jennifer Slessinger, CSR  
in and for the State of Texas, reported by machine  
shorthand, in the Courtroom of Probate Court Four (4)  
located at 201 Caroline, 6th Floor, Houston, Texas  
77002, pursuant to the Texas Rules of Civil Procedures,  
and the provisions stated on the record or attached  
hereto.

## Candace Kunz-Freed

(Page 2)	(Page 4)																																																																											
<p style="text-align: center;">A P P E A R A N C E S</p> <p>1 For Anita Brunsting:                  Mr. Stephen A. Mendel                  The Mendel Law Firm, L.P.                  1115 Dairy Ashford, Suite 104                  Houston, Texas 77079                  (281) 759-3213</p> <p>5 For Amy Brunsting:                  Mr. Neal Spielman                  Griffin &amp; Matthews                  1155 Dairy Ashford, Suite 300                  Houston, Texas 77079                  (281) 870-1124</p> <p>9 For Carl and Drina Brunsting:                  Ms. Bobbie G. Bayless                  2931 Ferndale                  Houston, Texas 77098                  (713) 522-2224</p> <p>13 For the Witness, Candace Kunz-Freed                  Mr. Cory S. Reed                  Thompson, Coe, Cousins, &amp; Irons, LLP                  One Riverway, Suite 1400                  Houston, Texas 77056                  (713) 403-8210</p> <p>16 Ms. Carole Ann Brunsting, Prose                  5822 Jason Street                  Houston, Texas 77074</p> <p>18 Ms. Candace Louis Curtis, Prose (By Phone)                  218 Landana Street                  American Canyon, California 94503</p>	<p style="text-align: center;">E X H I B I T S</p> <table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 5%;">NO.</th> <th style="width: 85%;">DESCRIPTION</th> <th style="width: 10%;">PAGE</th> </tr> </thead> <tbody> <tr><td>2</td><td></td><td></td></tr> <tr><td>3</td><td>21 Freed notes and history</td><td>6</td></tr> <tr><td>4</td><td>22 Email 10.6.10</td><td>8</td></tr> <tr><td>5</td><td>23 Email 10.12.10</td><td>29</td></tr> <tr><td>6</td><td>24 Email 10.13.10</td><td>31</td></tr> <tr><td>7</td><td>25 Email 10.31.10</td><td>46</td></tr> <tr><td>8</td><td>26 Email 11.7.10</td><td>48</td></tr> <tr><td>9</td><td>27 Email 11.17.10</td><td>50</td></tr> <tr><td>10</td><td>28 Email 11.18.10</td><td>52</td></tr> <tr><td>11</td><td>29 Conference Call List</td><td>56</td></tr> <tr><td>12</td><td>30 Email 10.10.10</td><td>60</td></tr> <tr><td>13</td><td>31 Email 12.6.10</td><td>65</td></tr> <tr><td>14</td><td>32 No Contest Clause</td><td>94</td></tr> <tr><td>15</td><td>33 Fee Agreement 7.27.11</td><td>102</td></tr> <tr><td>16</td><td>34 Fee Agreement 6.27.11</td><td>102</td></tr> <tr><td>17</td><td>35 Fee Agreement 12.8.11</td><td>102</td></tr> <tr><td>18</td><td>36 Promissory Note 2.29.12</td><td>104</td></tr> <tr><td>19</td><td>37 Email Asset List</td><td>106</td></tr> <tr><td>20</td><td>38 Email 3.29.12</td><td>108</td></tr> <tr><td>21</td><td>39 Email 1.23.12</td><td>137</td></tr> <tr><td>22</td><td></td><td></td></tr> <tr><td>23</td><td></td><td></td></tr> <tr><td>24</td><td></td><td></td></tr> <tr><td>25</td><td></td><td></td></tr> </tbody> </table>	NO.	DESCRIPTION	PAGE	2			3	21 Freed notes and history	6	4	22 Email 10.6.10	8	5	23 Email 10.12.10	29	6	24 Email 10.13.10	31	7	25 Email 10.31.10	46	8	26 Email 11.7.10	48	9	27 Email 11.17.10	50	10	28 Email 11.18.10	52	11	29 Conference Call List	56	12	30 Email 10.10.10	60	13	31 Email 12.6.10	65	14	32 No Contest Clause	94	15	33 Fee Agreement 7.27.11	102	16	34 Fee Agreement 6.27.11	102	17	35 Fee Agreement 12.8.11	102	18	36 Promissory Note 2.29.12	104	19	37 Email Asset List	106	20	38 Email 3.29.12	108	21	39 Email 1.23.12	137	22			23			24			25		
NO.	DESCRIPTION	PAGE																																																																										
2																																																																												
3	21 Freed notes and history	6																																																																										
4	22 Email 10.6.10	8																																																																										
5	23 Email 10.12.10	29																																																																										
6	24 Email 10.13.10	31																																																																										
7	25 Email 10.31.10	46																																																																										
8	26 Email 11.7.10	48																																																																										
9	27 Email 11.17.10	50																																																																										
10	28 Email 11.18.10	52																																																																										
11	29 Conference Call List	56																																																																										
12	30 Email 10.10.10	60																																																																										
13	31 Email 12.6.10	65																																																																										
14	32 No Contest Clause	94																																																																										
15	33 Fee Agreement 7.27.11	102																																																																										
16	34 Fee Agreement 6.27.11	102																																																																										
17	35 Fee Agreement 12.8.11	102																																																																										
18	36 Promissory Note 2.29.12	104																																																																										
19	37 Email Asset List	106																																																																										
20	38 Email 3.29.12	108																																																																										
21	39 Email 1.23.12	137																																																																										
22																																																																												
23																																																																												
24																																																																												
25																																																																												
<p style="text-align: right;">(Page 3)</p> <p style="text-align: center;">I N D E X</p> <table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 85%;"></th> <th style="width: 15%; text-align: right;">Page</th> </tr> </thead> <tbody> <tr><td>1</td><td></td></tr> <tr><td>2</td><td></td></tr> <tr><td>3</td><td>Appearances . . . . . 2</td></tr> <tr><td>4</td><td>CANDACE KUNZ-FREED</td></tr> <tr><td>5</td><td>    Examination by Ms. Bayless . . . . . 5</td></tr> <tr><td>6</td><td>    Examination by Mr. Spielman. . . . . 111</td></tr> <tr><td>7</td><td>    Examination by Ms. Brunsting . . . . . 157</td></tr> <tr><td>8</td><td>Reporter's Certificate . . . . . 175</td></tr> <tr><td>9</td><td></td></tr> <tr><td>10</td><td></td></tr> <tr><td>11</td><td></td></tr> <tr><td>12</td><td></td></tr> <tr><td>13</td><td></td></tr> <tr><td>14</td><td></td></tr> <tr><td>15</td><td></td></tr> <tr><td>16</td><td></td></tr> <tr><td>17</td><td></td></tr> <tr><td>18</td><td></td></tr> <tr><td>19</td><td></td></tr> <tr><td>20</td><td></td></tr> <tr><td>21</td><td></td></tr> <tr><td>22</td><td></td></tr> <tr><td>23</td><td></td></tr> <tr><td>24</td><td></td></tr> <tr><td>25</td><td></td></tr> </tbody> </table>		Page	1		2		3	Appearances . . . . . 2	4	CANDACE KUNZ-FREED	5	Examination by Ms. Bayless . . . . . 5	6	Examination by Mr. Spielman. . . . . 111	7	Examination by Ms. Brunsting . . . . . 157	8	Reporter's Certificate . . . . . 175	9		10		11		12		13		14		15		16		17		18		19		20		21		22		23		24		25		<p style="text-align: right;">(Page 5)</p> <p style="text-align: center;">CANDACE KUNZ-FREED</p> <p>2 Having first been duly sworn, testified as follows:</p> <p style="text-align: center;">E X A M I N A T I O N</p> <p>4 BY MS. BAYLESS:</p> <p>5     <b>Q.</b> Okay. Ms. Reed, this is a continuation of your          6 deposition from before. Do you recall that?</p> <p>7     A. Yes.</p> <p>8     <b>Q.</b> And I was the person asking you questions when          9 we recessed, so apparently I get to be up first this          10 time?</p> <p>11     A. Yes.</p> <p>12     <b>Q.</b> Have you reviewed anything since your last          13 deposition? Well, that's a very poor question. Have          14 you reviewed anything to help refresh your recollection          15 for this deposition since your last deposition?</p> <p>16     A. No.</p> <p>17     <b>Q.</b> And have you talked with anybody other than          18 your attorney about the deposition since we were here          19 before?</p> <p>20     A. No.</p> <p>21     <b>Q.</b> Did you go over and review your notes again?</p> <p>22     A. No.</p> <p>23     <b>Q.</b> Okay. So didn't even review what you had          24 reviewed before?</p> <p>25     A. No.</p>																							
	Page																																																																											
1																																																																												
2																																																																												
3	Appearances . . . . . 2																																																																											
4	CANDACE KUNZ-FREED																																																																											
5	Examination by Ms. Bayless . . . . . 5																																																																											
6	Examination by Mr. Spielman. . . . . 111																																																																											
7	Examination by Ms. Brunsting . . . . . 157																																																																											
8	Reporter's Certificate . . . . . 175																																																																											
9																																																																												
10																																																																												
11																																																																												
12																																																																												
13																																																																												
14																																																																												
15																																																																												
16																																																																												
17																																																																												
18																																																																												
19																																																																												
20																																																																												
21																																																																												
22																																																																												
23																																																																												
24																																																																												
25																																																																												

Candace Kunz-Freed

(Page 6)

1 Q. Okay. When we last were talking we were going  
 2 through your notes and what I have done, I don't know if  
 3 you recall this, but because of privilege issues they  
 4 were produced into at two separate times in a weird  
 5 order?  
 6 A. Correct.  
 7 (Exhibit No. 21 marked.)  
 8 Q. And we were working from two documents. What I  
 9 have done, frankly at the suggestion of Mr. Spielman, is  
 10 I have taken, I have taken the pages at the bottom right  
 11 hand corner of the notes and the history and put those  
 12 in order rather than trying to use Bates number, but I'm  
 13 still going to refer to the Bates number so everybody  
 14 can keep up. I have put 17 and 18 in the correct date  
 15 order to create Exhibit 21.  
 16 I'm going to show you Exhibit 21 and ask you to  
 17 look at it and make sure you are okay with that  
 18 representation so we can use that exhibit rather than 17  
 19 and 18?  
 20 A. They still go backwards though in date order,  
 21 so it starts most recent to. Okay.  
 22 Q. Right.  
 23 A. Got you.  
 24 Q. Right. So it's the page numbers at the right  
 25 hand corner I was putting in order rather than the

(Page 7)

1 dates?  
 2 A. Okay. Thank you.  
 3 Q. Does that appear to be your notes again?  
 4 A. It does.  
 5 Q. So when we were last talking, I think we had  
 6 gotten up to October of 2010. So if you could go to  
 7 page 28 of 38, which is, the Bates No. is 1195 of that  
 8 page. I think we had just completed talking about this  
 9 conversation that you had with Anita where you had  
 10 discussed with her the possibility of her taking over  
 11 for her mother as trustee. Is that your recollection of  
 12 where we left off?  
 13 A. Could be. It was a while back.  
 14 Q. Okay. All right. So if you go to the next  
 15 page which is 27 of 38 or Bates No. 1194, that seems to  
 16 be the next entry on your, in your notes, and it is the  
 17 next day, I believe, October 7th; is that correct?  
 18 A. It's hard to tell.  
 19 Q. Yeah.  
 20 A. Because there is two calls it looks like at  
 21 1:42 p.m. and me calling her back.  
 22 Q. Okay. Which page are you on?  
 23 A. 25 of 38, and it's Bates No. 1192.  
 24 Q. Okay. All right.  
 25 A. At 10-7-2010.

(Page 8)

1 Q. Okay.  
 2 A. And there is another one.  
 3 Q. If these are in date, if these are the most  
 4 recent is in front, then I assume that the first call  
 5 you had is the one that is explained on page 27, Bates  
 6 No. 1194. Would that be right? Are you sure or not  
 7 sure?  
 8 A. I'm not sure because I can't tell from looking  
 9 at it. It doesn't have a date on here.  
 10 Q. Okay.  
 11 A. On this whole page. I can assume it's from  
 12 this one date range, it says 10-7-2010.  
 13 Q. Yes.  
 14 A. 12:28 p.m. call completed and there's another  
 15 1:42 p.m. call completed. One was from me talking with  
 16 her and it looks like the next one is from her calling  
 17 me back.  
 18 Q. The short one was from her calling you back?  
 19 A. It says Ms. B called me back, so.  
 20 Q. Okay. First, let me show you --  
 21 MS. BAYLESS: Let's mark this as Exhibit  
 22 22.  
 23 (Exhibit 22 was marked.)  
 24 Q. (By Ms. Bayless) I'll hand you what's been  
 25 marked as Exhibit 22. You guys want to pass this

(Page 9)

1 around. I have one copy on this one.  
 2 All right. This comes from your production. It's  
 3 got a Bates No. on the bottom right hand corner of 1277?  
 4 A. Okay.  
 5 Q. Right?  
 6 A. Okay. Yes, it does.  
 7 Q. So do you recognize Exhibit 22 as an email that  
 8 you received from Anita on October 6th, 2010?  
 9 A. It does appear, yes.  
 10 Q. Now I assume that since this was the same day  
 11 that you had the conversation with her about her, the  
 12 possibility of her taking over for her mother that this  
 13 didn't surprise you?  
 14 MR. REED: Objection, form.  
 15 Q. (By Ms. Bayless) This email didn't surprise  
 16 you?  
 17 A. I don't know if it surprised me or not. We are  
 18 talking about a long time ago.  
 19 Q. Okay. I understand. When you finished your  
 20 conversation with Anita, did you leave it that she was  
 21 going to talk with her mother or was her mother going to  
 22 call you or how did you leave that?  
 23 A. I don't recall. I would have to read through  
 24 the notes to find out if I put that in there because it  
 25 was just so long ago.

Candace Kunz-Freed

(Page 10)

1 Q. Well, at any rate, Exhibit 22 indicates she  
 2 spoke to her mother and she agreed to resign as trustee  
 3 and appoint her as trustee?  
 4 A. That's what it says, yes.  
 5 Q. Okay. Had Nelva ever spoken with you about  
 6 resigning as trustee before you had the conversation  
 7 with Anita on October 6th that you recall?  
 8 A. I don't recall. I believe that that mechanism  
 9 was already there with Anita listed as a successor  
 10 trustee if Nelva should, so evidently we probably  
 11 discussed it at some point but that would be the way it  
 12 would go.  
 13 Q. If she wanted to resign?  
 14 A. Correct.  
 15 Q. I guess my question wasn't clear. Did you she  
 16 ever tell you prior to this she wanted to resign?  
 17 A. I don't recall.  
 18 Q. So she might have or she might not?  
 19 A. Correct.  
 20 Q. Okay. Had you ever prior to October 6th spoken  
 21 with Anita about her mother resigning as trustee?  
 22 A. I don't recall if I did or did not.  
 23 Q. Would that be the kind of thing you would have  
 24 put in the notes though if it had happened?  
 25 A. Typically.

(Page 11)

1 Q. That's kind of an important event you might  
 2 want to record?  
 3 A. I might. I mean, I would love to say that I  
 4 recorded everything that I ever had conversation, but I  
 5 don't.  
 6 Q. So, after you got this email from Anita saying  
 7 that her mom had agreed to resign, I assume that's why  
 8 you made the call to Nelva on the 7th. Is that a fair  
 9 characterization?  
 10 A. It looks -- it must be.  
 11 Q. And this is the conversation where Carole was  
 12 at Nelva's house, right? Take a minute to read the  
 13 entry. It's kind of long?  
 14 A. Yes. It says daughter Carole was there helping  
 15 her out.  
 16 Q. And there appears to be some confusion in her  
 17 mind about a problem that had arisen at the brokerage  
 18 firm, Edward Jones, right?  
 19 A. Whose mind?  
 20 Q. In Nelva's. You made comments here that she  
 21 didn't understand why Edward Jones didn't transfer the  
 22 funds. Do you know anything about that?  
 23 A. Right. So my recollection was, without reading  
 24 these, is that she wrote a \$20,000 check or \$25,000  
 25 check to one of the kids as a loan and it bounced.

(Page 12)

1 Q. Okay.  
 2 A. Which was unusual for her. But, I mean that  
 3 was the issue.  
 4 Q. Did you speak with Edward Jones about that?  
 5 A. No.  
 6 Q. Did you ever have any conversations with Edward  
 7 Jones about unusual transactions involving --  
 8 A. No.  
 9 Q. -- Nelva's accounts?  
 10 A. No.  
 11 Q. Did you know that they had some concerns about  
 12 activity that was happening in the accounts around this  
 13 period?  
 14 A. No.  
 15 Q. Okay. So Carole was at the house and she got  
 16 on the phone with Nelva, right?  
 17 A. I guess so, if that's what it says. She said  
 18 her daughter was there helping her out.  
 19 Q. Okay. Now, I noticed that you had mentioned at  
 20 the beginning was it okay to talk because you expected  
 21 there to be a caregiver there?  
 22 A. Correct.  
 23 Q. You just didn't expect that caregiver to be  
 24 Carole, right?  
 25 A. I didn't have any expectations. I just, I ask

(Page 13)

1 somebody if it's an appropriate time to talk with them.  
 2 Q. Okay. So they can have whatever privacy they  
 3 want?  
 4 A. Correct.  
 5 Q. Okay. In this conversation, apparently while  
 6 Carole was on the phone, you asked Nelva if she wanted  
 7 to resign as trustee and that she could name anybody she  
 8 wanted to, right?  
 9 A. I will have to read it.  
 10 Q. Okay. Go ahead. Read it.  
 11 A. Okay.  
 12 Q. So there is no indication in here whether Nelva  
 13 said yes, I want to resign as trustee, so I assume she  
 14 didn't tell you she had made a decision or you would  
 15 have indicated that, right?  
 16 A. Typically I would.  
 17 Q. So then later in the day, Nelva called you back  
 18 and said she did want to make some changes to the trust.  
 19 This is on page 35 of 38, Bates No. 1192, the bottom  
 20 entry, but that she wanted to make Carol and Anita  
 21 co-trustees, right?  
 22 A. That's what it says, yes.  
 23 Q. And there isn't any indication about a further  
 24 discussion of that, so were you surprised by that or did  
 25 you discuss that further?

Candace Kunz-Freed

(Page 14)

1 MR. REED: Objection, form.  
 2 THE WITNESS: It doesn't appear in my  
 3 notes we did. We may have, but it may have been  
 4 something I didn't put in the notes.  
 5 Q. (By Ms. Bayless) Now, it says you asked her if  
 6 she was being compelled to make the change and she said  
 7 no. Why did you ask her that?  
 8 A. Because Carole was at her house and that's the  
 9 only reason. I mean.  
 10 Q. Okay. As far as you knew, Carole was still  
 11 there at her house?  
 12 A. Uh-huh, yes.  
 13 Q. But Carole, it doesn't appear Carole was on  
 14 this conversation, at least that you knew of?  
 15 A. This one at 1:42.  
 16 Q. Right?  
 17 A. No.  
 18 Q. And did you ever ask Nelva whether Anita had  
 19 compelled her to do anything?  
 20 A. I did not. I don't recall asking her that.  
 21 Q. Okay.  
 22 A. I typically would not since she is not even in  
 23 this same city.  
 24 Q. Okay. Well, you know she had interactions with  
 25 her mother though, right?

(Page 15)

1 A. By phone, I'm sure. Yeah.  
 2 Q. You don't think she ever visited her mother?  
 3 MR. REED: Objection, form.  
 4 THE WITNESS: But I don't know that she  
 5 was there that day. That's why I probably would not  
 6 have asked her.  
 7 Q. (By Ms. Bayless) Okay. Well, I don't mean to  
 8 be limiting my question to this day?  
 9 A. I don't know or have any indication that she  
 10 ever was compelled to do anything that she did not want  
 11 to do.  
 12 Q. By anybody?  
 13 A. No.  
 14 Q. By anybody? Okay. So you say, okay, you are  
 15 going to draw up the document and you come by to sign  
 16 them?  
 17 A. Correct.  
 18 Q. And by come by, it means go to her house,  
 19 right?  
 20 A. Yes.  
 21 Q. Now, I don't know how much we talked about this  
 22 before. If I repeat something that I have said before,  
 23 I have read your deposition, but I may not remember  
 24 everything that we talked about before. But did you  
 25 ever meet with Nelva at your office with any of the

(Page 16)

1 children. I know one time Carl came by. Do you recall  
 2 whether you had meetings with Nelva that involved any of  
 3 the children at your office?  
 4 A. Yes, I did.  
 5 Q. Okay. What meetings were those?  
 6 A. There was one where Carole was there with a  
 7 caregiver, Mr. Vacek, myself, and Ms. Brunsting.  
 8 Q. And do you recall what the purpose of that  
 9 meeting was?  
 10 A. Discuss signing a change to her trust.  
 11 Q. Okay. And what was the change going to be?  
 12 A. It was to place limitations on Carl's share  
 13 going to a child of his.  
 14 Q. Okay. And how did that meeting come about?  
 15 What led up to that meeting?  
 16 A. I don't recall.  
 17 Q. Do you recall how -- well, what were the  
 18 limitations that were going to be placed on the trust,  
 19 Carl's portion of the trust passing to his daughter, is  
 20 that correct?  
 21 A. Correct.  
 22 Q. Okay. What were the limitations that were  
 23 contemplated.  
 24 A. That it would not pass to his daughter.  
 25 Q. And did you think that was unusual?

(Page 17)

1 A. Of course.  
 2 Q. And how did it come about that you even thought  
 3 that was being contemplated?  
 4 MR. REED: Objection, form.  
 5 THE WITNESS: I would have to look at my  
 6 notes, but probably either Mrs. Brunsting said something  
 7 to me about it, concerned about what would happen to the  
 8 funds.  
 9 Q. (By Ms. Bayless) so You think there will be  
 10 something about it in the notes?  
 11 A. Maybe.  
 12 Q. Do you know the time frame we are talking  
 13 about?  
 14 A. I don't recall the time frame. It was after  
 15 all the other changes had already been made, I can tell  
 16 you that.  
 17 Q. Okay. So after, I think it's Exhibit 6 is what  
 18 everybody has been referring to as the August 10, 2010,  
 19 QDB.  
 20 A. It was after that.  
 21 Q. After that. Was it after Nelva had resigned as  
 22 trustee or before?  
 23 A. Could have been. I don't recall. Either way  
 24 she would have to sign something, whether she was a  
 25 trustee or not to make that change, that was nobody

Candace Kunz-Freed

(Page 18)

1 else's change to be made but hers.  
 2 Q. Okay. And Carole was in your office for that  
 3 meeting?  
 4 A. Yes.  
 5 Q. Was she in the meeting with Nelva?  
 6 A. Correct.  
 7 Q. And was the caregiver in the meeting with  
 8 Nelva?  
 9 A. Yes, he was.  
 10 Q. Do you remember who the caregiver was?  
 11 A. No. Little Hispanic guy.  
 12 Q. Okay. Don't remember his name?  
 13 MS. CAROL BRUNSTING: Tino.  
 14 THE WITNESS: That's it.  
 15 Q. (By Ms. Bayless) Tino. Okay. So did that  
 16 document get signed?  
 17 A. No.  
 18 Q. But it had been prepared?  
 19 A. Yes.  
 20 Q. And do you still have a copy of that document?  
 21 A. No.  
 22 Q. Why is that?  
 23 A. Because it wasn't signed.  
 24 Q. So you don't keep drafts or unsigned copies in  
 25 your file?

(Page 19)

1 A. I no longer work for the law firm, so I do not  
 2 have a copy of the document.  
 3 Q. Okay. You don't know whether they do or not?  
 4 A. I do not.  
 5 Q. Do you remember destroying the document when  
 6 Nelva wouldn't sign it?  
 7 A. No.  
 8 Q. Or otherwise disposing of it?  
 9 A. No.  
 10 Q. Okay. And why is it that Nelva didn't sign it?  
 11 A. We had a meeting to discuss the implications of  
 12 doing so and that it was pretty final if she was going  
 13 to sign it and wanted her to make sure she understood  
 14 signing that document, and she said she had to think  
 15 about. So.  
 16 Q. All right.  
 17 A. That's it.  
 18 Q. Did she ever say she didn't want to disinherit,  
 19 basically disinherit her granddaughter?  
 20 A. She didn't say anything other than I'll think  
 21 about it.  
 22 Q. Okay. And you said that Al Vasek was in that  
 23 meeting?  
 24 A. That's correct.  
 25 Q. Why was he in that meeting?

(Page 20)

1 A. Because anytime anyone makes a change that is  
 2 that drastic, I always like to have someone in there to  
 3 make sure that we have discussed everything and the  
 4 repercussions of doing so, so they are not doing it  
 5 haphazardly.  
 6 Q. Okay. Was there a change you were notified  
 7 about by Anita?  
 8 A. I don't recall.  
 9 Q. Okay. So looking again at page 25 of 38, which  
 10 is Bates No. 1192, the first entry on that page is one  
 11 from Summer Peoples indicating that she told Nelva you  
 12 weren't going to be able to make that meeting, that you  
 13 were planning to go for her to sign the documents at her  
 14 home, right?  
 15 A. That's what it says, yes. That's correct.  
 16 Q. Was that canceled for any other reason other  
 17 than a scheduling problem?  
 18 A. I have no idea. Most likely it was scheduling.  
 19 We typically don't make house calls.  
 20 Q. I can understand. All right. So the document  
 21 that it was contemplated that she would sign, which  
 22 would change Carole, would make Carole and Anita  
 23 co-trustees and change the power of attorney to Carole,  
 24 those documents never were signed, were they?  
 25 A. I don't believe so.

(Page 21)

1 Q. And why is that?  
 2 A. I am not sure.  
 3 Q. Okay. Looking at the next entry, which is  
 4 again a long entry. You may want to read it before we  
 5 start talking about it. It's on page 24 of 38, Bates  
 6 No. 1191. It appears from the page before that that it  
 7 was a call placed on October 11th of 2010, right?  
 8 A. Uh-huh. I see it.  
 9 Q. Okay. So read that entry, if you would, and  
 10 familiarize yourself with it.  
 11 A. Okay.  
 12 Q. So I assume when you expressed concerns to her  
 13 about making changes so soon, you are talking about the  
 14 documents that did not get signed at her house?  
 15 A. Correct.  
 16 Q. On the 11th?  
 17 A. That is what it appears.  
 18 Q. Okay. So the same day that you had your  
 19 assistant call and say you weren't going to be there,  
 20 you called her later that day and explained you had  
 21 reservations. So does this refresh your memory about  
 22 why those documents weren't signed?  
 23 A. Yes.  
 24 Q. And had you had any conversations with Anita  
 25 about those changes before this?

Candace Kunz-Freed

(Page 22)

1 A. It doesn't appear other than what we just  
2 discussed.  
3 Q. Okay. Now just a minute ago you made it sound  
4 like, I guess, you think there was limited contact  
5 between Anita and her mother?  
6 MR. REED: Objection, form.  
7 THE WITNESS: Limited contact, just  
8 distance. I don't know if that limits contact, but she  
9 wasn't right there.  
10 Q. (By Ms. Bayless) Okay. In fact, she had  
11 expressed concerns to you and you noted that earlier in  
12 your notes about her mother have difficulties with  
13 things, so she was clearly interacting with her mother,  
14 right?  
15 A. I assume so.  
16 Q. Okay. Well, and the fact that you suggested to  
17 her that her mother could resign as trustee would  
18 indicate that you thought she had been interacting  
19 enough for you to make that suggestion, right?  
20 MR. MENDEL: Objection, form.  
21 MR. REED: Objection, form.  
22 THE WITNESS: I'm not sure that I  
23 suggested to Anita that her mom resign. That was always  
24 an option.  
25 Q. (By Ms. Bayless) Okay.

(Page 23)

1 A. My concerns were that she was making changes  
2 continually.  
3 Q. (By Ms. Bayless) Okay. Regularly.  
4 A. Changing her mind, yes.  
5 Q. And that's sort of a red flag for problems,  
6 right?  
7 A. Could be, yes.  
8 Q. Okay. Especially someone of that age?  
9 MR. MENDEL: Objection, form.  
10 THE WITNESS: I have 98 year olds that can  
11 run circles around me, so I don't use age as a gauge.  
12 Q. (By Ms. Bayless) Okay. When Anita contacted  
13 you on the 6th, she specifically said -- look back, if  
14 you would, at page 28 of 36?  
15 A. Okay.  
16 Q. The middle paragraph, she talked about the  
17 difficulties -- in the first paragraph, she talks about  
18 some of the difficulties her mother is having and then  
19 in the middle paragraph you say, I went over the options  
20 with Anita and suggested that if mom is willing to  
21 resign that is the best option for her to accept the  
22 responsibility for now. So that indicates to me that  
23 you suggested it?  
24 A. It does appear, yes. Due to the --  
25 Q. The things that Anita had --

(Page 24)

1 A. No. Due to the \$25,000 bounced check is why I  
2 suggested it. If those type of things were starting to  
3 happen, it might be better for someone to do the  
4 financial part.  
5 Q. Okay. And when the successor trustee document  
6 was done that named Anita and Amy, did you have any  
7 conversations with Amy about that before it was signed?  
8 A. I don't believe I did.  
9 Q. Okay. Is that common that you don't really get  
10 down into those kind of details when you are doing the  
11 documents?  
12 MR. REED: Objection, form.  
13 THE WITNESS: What I looked at, if you are  
14 asking me on a normal basis what I look at.  
15 Q. (By Ms. Bayless) Yes.  
16 A. Is who is borrowing money. Right now I had  
17 Carole borrowing money from mom, I had Carl borrowing  
18 money. So typically those are not going to be the  
19 people that I recommend putting as the trustees because  
20 people who are dipping into the till already should not  
21 be the executors or the trustees. So while normally I  
22 would say Carole, she's here, she's local, she was  
23 borrowing money from her mom, so I suggested the two  
24 that weren't borrowing money. That's typically how I  
25 would go about it with a normal, any client.

(Page 25)

1 Q. What did you do to determine those two weren't  
2 borrowing money?  
3 A. I had no indication from Mrs. Brunsting that  
4 they were calling and asking for money. Everything I  
5 knew about the kids was from Mrs. Brunsting, and how do  
6 I give this kid money and or that kid money. And Carl  
7 needed money for medical, so obviously he was in no  
8 condition to be a trustee.  
9 Q. Right. So did Nelva call you -- I don't know  
10 if you will know the answer to this. But do you know if  
11 Nelva called you before she would make loans to her  
12 children?  
13 A. She typically did if she was making a loan,  
14 because the trust document says that money given is not  
15 an advancement on their inheritance.  
16 Mr. and Mrs. Brunsting were pretty much, the time I knew  
17 them, kept everything equal with their kids. If one was  
18 getting a house because she was getting a divorce, when  
19 that one got divorced, she got this. You know, that to  
20 me was what I knew about them. So it was not unusual  
21 for them to gift or help out their kids, and that's on  
22 them. So I don't think they call me every time they did  
23 that, but the trust said if you give money, it's a gift  
24 and it's not an advancement. So if you are to make  
25 everything equal, you need to make it a loan, so it's

Candace Kunz-Freed

(Page 26)

1 comes out in the wash later.

2 Q. And so they did, in your experience, trying to

3 keep everything equal?

4 A. In my experience with them, yes. What they did

5 behind closed doors, I have no idea.

6 Q. So the QBD that was done in June was to address

7 this issue of being able to make advancements or loans

8 or whatever?

9 A. No, I believe the QBD that was done.

10 Q. In June of 2010?

11 A. Oh, in June, I believe so, yes.

12 Q. So if she was going to implement that, you

13 think she contacted you to get you to do paperwork or

14 something?

15 A. Correct.

16 Q. At least as far as you know she did?

17 A. Correct.

18 Q. And do you know how many times she used that?

19 A. I do not. She knew she had to write it down as

20 a promissory note; otherwise, it was considered as an

21 advancement. I mean not an advancement, just a

22 distribution or gift.

23 Q. And she indicated to you she prefer that it

24 stay even as opposed to an unequal gift?

25 A. Just the time I knew her, if she called me,

(Page 27)

1 that's what she was asking about. Nothing else.

2 Q. And did you ever in your experience with Nelva

3 have a situation where she gave stock to any of her

4 children while she was trustee?

5 A. Not that I'm aware.

6 Q. And after -- well, for example, when Elmer

7 died, you would have gone through the transactions to

8 figure out what was in the estate and there had not been

9 any transfers of stock at that point to any children

10 that you know of?

11 A. I would not know what they did prior to his

12 dying. I don't delve into people's finances.

13 Q. Okay. But you are not aware of any stock

14 transfers?

15 A. I was not.

16 Q. Are you aware of any stock transfers of any

17 nature other than maybe to the decedent's trust or the

18 survivor's trust or something like that?

19 A. Not that I recall.

20 Q. Did Nelva ever ask you about making transfers

21 of stock to any of her children?

22 A. Not that I recall.

23 Q. Okay. So in this conversation that is

24 explained on page 24 of 38 at the Bates No. 1191, you

25 suggested that there be some kind of family meeting?

(Page 28)

1 A. Correct.

2 Q. Is this sort of the genesis of the October 25th

3 conference call you had with the four girls?

4 A. Yes.

5 Q. And it says here you asked Nelva for contact

6 information for the children, but did you communicate

7 with Nelva by email?

8 A. I do not believe very much, mostly by phone.

9 Q. Okay. So do you recall her giving you any

10 contact information for the children?

11 A. I would imagine she had to so that if we were

12 going to do a conference call we would have to have

13 phone numbers for everybody.

14 Q. But as far as you were concerned, after you had

15 this conversation with her on October 11th, she was fine

16 with a phone conversation with the children?

17 A. I believe my suggestion was that they have a

18 family meeting. I necessarily did not need to be

19 involved.

20 Q. Okay. All right. And is that how you thought

21 it was going to happen?

22 A. Probably.

23 Q. Okay. And why were you asking for this contact

24 information for the children so that you could set up a

25 conference call?

(Page 29)

1 A. If we are going to do a telephonic conference

2 where no one is going to come in, they are all at

3 different places, we had the 800 number to set it up, so

4 that's what we did.

5 MS. BAYLESS: Okay. Let's go off the

6 record for a second.

7 (Off the record.)

8 (On the record.)

9 (Exhibit 23 was marked.)

10 Q. (By Ms. Bayless) All right. Let's mark this

11 as 23. This is going to be 23. I'll show you what's

12 been marked as Exhibit 23 and I'm mainly doing this so

13 that we are clear what everybody's email address is on

14 some of these emails. But this appears to be where

15 Summer, your assistant, asked for email contact

16 information and received it from Anita, right?

17 A. That's correct.

18 Q. And so the emails for Amy, Carole and Candy are

19 shown about middle, a little bit above middle of the

20 first page, right?

21 A. Uh-huh. That's correct.

22 Q. All right. And so those are the emails that

23 you used to communicate with those three, right?

24 A. Probably.

25 Q. Okay. And you had Anita's email address



Candace Kunz-Freed

(Page 30)

1 because you had been communicating at least recently  
2 with her?  
3 A. Correct. She was a trustee of the irrevocable  
4 trust, so.  
5 Q. The life insurance trust?  
6 A. Correct. So I already had her contact  
7 information.  
8 Q. Did you have occasion to deal with that very  
9 much?  
10 A. No.  
11 Q. So how do you -- do you recall how it morphed  
12 into this being a conference call that you were involved  
13 in as opposed to one they were having?  
14 A. My suggestion to them was that they get  
15 together and discuss what was best for their mom as far  
16 as handling the finances. That's about all I can recall  
17 from it.  
18 Q. Okay.  
19 A. I was a little concerned that she was making  
20 changes in such a short period of time, multiple  
21 changes.  
22 Q. Okay. So is it safe to say that to make sure  
23 the call happened?  
24 A. Correct.  
25 Q. You got involved in sort of putting it together

(Page 31)

1 and that meant you ended up being involved in it?  
2 A. Well, that gave me a certain level of comfort  
3 that everyone was on board of any changes and notified  
4 of any changes moving forward.  
5 Q. Okay. Was there ever any discussion about  
6 having anyone involved in the conversation on Carl's  
7 behalf?  
8 A. No, not that I recall.  
9 Q. All right. And you didn't bring it up?  
10 A. I may have. I may not have. I don't recall.  
11 It was so long ago. I mean, my understanding, he was in  
12 the hospital in skilled nursing and so it was an added  
13 stressor.  
14 Q. Right. Okay. And there was certainly not any  
15 hint of having his wife involved?  
16 A. Never.  
17 Q. And how about his daughter?  
18 A. No.  
19 Q. Have you -- I think we talked about before you  
20 never really talked to Drina, his wife?  
21 A. No.  
22 Q. Have you ever talked to Marta, his daughter?  
23 A. No.  
24 MS. BAYLESS: Let's mark this as 24.  
25 (Exhibit 24 was marked.)

(Page 32)

1 Q. (By Ms. Bayless) I'm going to hand you what has  
2 been marked as Exhibit 24. Do you recognize that --  
3 well, let me give you the Bates Number.  
4 MR. SPIELMAN: Would you give us the Bates  
5 Nos. for 23?  
6 MR. REED: 1355 through 1356.  
7 MR. MENDEL: I'm sorry.  
8 MS. BAYLESS: And the Bates No. for 22, do  
9 you have those, 1277?  
10 MR. MENDEL: We are talking about V and F,  
11 Exhibit 22 was what?  
12 MS. BAYLESS: 1277, and the Bates No. on  
13 24 are 1342 through 1345.  
14 Q. (By Ms. Bayless) So do you recognize that  
15 email string?  
16 A. Yes.  
17 Q. And this arises apparently because Carole had  
18 asked what this conference call was supposed to be about  
19 and Summer responded to that question by saying that it  
20 was a meeting to discuss changes to your mother's trust  
21 and if you're unable to attend, it simply means you will  
22 have no say so in what changes are made. So is that  
23 what you told Summer to say?  
24 A. No.  
25 Q. Okay. Is that how you would have said it?

(Page 33)

1 A. I think I restated it directly to Carole in the  
2 top email.  
3 Q. Okay. So the very end of the string is from  
4 you to Carole?  
5 A. Correct.  
6 Q. And so you are saying that the meeting is to  
7 discuss what her mother's current trust documents state  
8 versus what her needs are?  
9 A. Correct.  
10 Q. Now, Carole raised exception when she got  
11 Summer's email and said that she assumed all the say  
12 belonged to her mother?  
13 A. Are you asking me a question?  
14 Q. Yeah. From the bottom of this, that was her  
15 response, bottom of the page?  
16 A. It says could you please clarify, I have no  
17 say. I assume the estate belongs to our mother. If I'm  
18 not understanding that correctly, please let me know.  
19 Q. So Carole took that message to mean everybody  
20 was going to get together and decide for Nelva what the  
21 changes would be, I guess?  
22 A. I have no idea what Carol thought.  
23 Q. That's how that reads, isn't it?  
24 A. I have no idea what Carol thought.  
25 Q. Okay. It prompted you to make the response

Candace Kunz-Freed

(Page 34)

1 that this was just about whether they were meeting her  
 2 needs?  
 3 A. Correct.  
 4 Q. You certainly weren't suggesting that anybody  
 5 but Nelva could make the changes, right?  
 6 A. Correct.  
 7 Q. So based on that, I'm curious as to why you  
 8 didn't have a -- when you had the call from Anita about  
 9 these issues that her mother was having and you said one  
 10 way to deal with this is she resigns and you become the  
 11 trustee. Why did you not stop that conversation and  
 12 instead have contacted Nelva and have that conversation  
 13 with her?  
 14 A. You assumed that I didn't.  
 15 Q. Did you?  
 16 A. I have no idea. I don't recall.  
 17 Q. Okay. Would you think that would be normally  
 18 how you would handle that situation?  
 19 A. It depends on the situation and the time frame.  
 20 Q. Until that call on October 6th, you really  
 21 hadn't had much contact with Anita, had you?  
 22 A. No.  
 23 Q. Had you had any contact with Carole prior to  
 24 this?  
 25 MR. REED: Objection, form.

(Page 35)

1 THE WITNESS: I don't recall. If she was  
 2 there with her mom when I talked to her mom.  
 3 MS. CAROLE BRUNSTING: The answer is no.  
 4 Q. (By Ms. Bayless) I mean, prior to that, had  
 5 you had phone conversations individually with any of the  
 6 children?  
 7 A. No.  
 8 Q. Did any of the children ever contact you about  
 9 any of these things that Nelva might have been doing  
 10 relating to advancements or notes or anything like that?  
 11 A. No, it was Nelva.  
 12 Q. Okay. And none of the children ever contacted  
 13 you about any gifts she might have been making to them  
 14 or anybody else?  
 15 A. Not that I recall.  
 16 Q. Okay. All right. You had this conference call  
 17 on, I believe, the 25th, right?  
 18 A. That's what it says.  
 19 Q. Well, let's see. Wait a second. Let's work up  
 20 to it. We are going out of order here. Looking at --  
 21 let's look at page 22 of 38, which is Bates No. 1189.  
 22 And there are some entries there where Summer is still  
 23 trying to set up this conference call. And then there's  
 24 an entry on the 13th at 10:19 that talks about an email  
 25 being sent, and it says, and received. Do you know what

(Page 36)

1 that means?  
 2 A. Email sent and received. Those are the words  
 3 she sent one and she received one, either to or from  
 4 Carole, from Nelva, from someone, it doesn't say who.  
 5 Q. I'm sorry. I didn't mean to interrupt. It was  
 6 an exchange, in other words?  
 7 A. That's what it appears to be.  
 8 Q. Okay. So this is most likely referring to the  
 9 email exchange that we've marked as Exhibit 24, right?  
 10 A. That's what it appears to be, yes.  
 11 Q. And at the end of that first entry, it says  
 12 received email from daughter Amy confirming Monday,  
 13 2:00 p.m. appointment is okay with her. And the next  
 14 sentence says, she also asked if they could meet  
 15 sometime before 11:00 a.m. Now that's meaning  
 16 everybody, right?  
 17 A. Correct.  
 18 Q. So she sort of --  
 19 A. Changed the time. If it's 2:00, 11:00 a.m.  
 20 would be better, I guess, coordinating the conference  
 21 call.  
 22 Q. So that is not a reference to her wanting to  
 23 talk ahead of time. Okay. that's just --  
 24 MR. SPIELMAN: Can you answer that  
 25 question?

(Page 37)

1 THE WITNESS: No. That was not in lieu of  
 2 a meeting with the rest of them. It was to change the  
 3 time of the conference call being proposed.  
 4 MR. SPIELMAN: Thank you. You had done a  
 5 head nod and Bobby understood what you had said, but it  
 6 wasn't in the record.  
 7 THE WITNESS: Got you.  
 8 Q. (By Ms. Bayless) You don't recall any  
 9 conversations prior to the conference call with some of  
 10 the people that were going to be involved, right?  
 11 A. No.  
 12 Q. So it wasn't a preparatory conversation and  
 13 then a conference call?  
 14 A. No.  
 15 Q. And Nelva was not involved in the conference  
 16 call, right?  
 17 A. She was supposed to be.  
 18 Q. So how did it happen that she was excluded or  
 19 wasn't involved?  
 20 A. She wasn't excluded. Everyone was sent the 800  
 21 number. Everyone was supposed to call in at a certain  
 22 time. Why she did not call in at a certain time, I have  
 23 no idea.  
 24 Q. Okay. And did you make any attempt to call and  
 25 get her on the conference call? You or Summer or

Candace Kunz-Freed

(Page 38)

1 anybody in your office?  
2 A. I do not know if we did or did not.  
3 Q. There is an entry on this same page 21, Bates  
4 No. 1188, on the next day, October 14th, where you did  
5 talk to Nelva, right?  
6 A. Yes. No, Summer did.  
7 Q. Oh, Summer did. Okay. And gave her this  
8 information about the conference call?  
9 A. Correct.  
10 Q. And she has put here in parenthetical, that  
11 says apparently Nelva forgot she had already informed us  
12 of this and made changes to her living trust when she  
13 removed Carl from serving as successor trustee. So  
14 that's in reference to her telling you again Carl was  
15 sick or telling Summer again that Carl was sick?  
16 A. I have no idea what Summer's thoughts were.  
17 That could be.  
18 Q. Okay. But by this time you had discovered that  
19 Nelva was forgetting changes that had already been made,  
20 right? You had had that experience with her yourself?  
21 A. I was concerned about the frequency with what  
22 she was making changes.  
23 Q. And you had to tell her back when you had the  
24 long conversation with her on the 11th that you had  
25 already made changes to deal with Carl?

(Page 39)

1 A. Correct.  
2 Q. And she didn't remember that those had been  
3 made?  
4 A. She said -- when I told her we had already done  
5 that, she said oh, that's right. I guess. I don't  
6 know. I guess she didn't.  
7 Q. Did you ever have an encounter with her where  
8 she didn't remember that Elmer had died?  
9 A. No.  
10 Q. So there are some other entries in this time  
11 period where you, Summer is coordinating this conference  
12 call and sending emails to the kids about when that's  
13 going to be. She says, going back to this middle entry  
14 on page 21 at Bates No. 1188, she said Nelva asked what  
15 the meeting was about and she told her it was about  
16 changes that she was wanting you to make and to discuss  
17 it with the kids. And then she said I told CLF, that's  
18 you, right?  
19 A. That's correct.  
20 Q. That she will need to call Nelva five minutes  
21 or so before the conference call to remind her to call  
22 in. Did you do that?  
23 A. I don't recall.  
24 Q. Okay. The entry on the 25th, well, the date  
25 for it is on page 19 of 38 at Bates Stamp 1186, but the

(Page 40)

1 substance of what happened in the conference call is on  
2 page 20 of 38 at 1187. Read that and familiarize  
3 yourself with it.  
4 A. Okay.  
5 Q. So it seems like the resistance to changing  
6 Nelva's trustee status came from Carole, right?  
7 A. You mean taking Nelva out as a trustee or  
8 whether Ms. Brunsting could reside?  
9 Q. Right.  
10 A. Yes.  
11 Q. Did Candy say anything about that if you  
12 recall?  
13 A. I'm sure she did. I'm don't recall what it  
14 was.  
15 Q. There is nothing in your notes about Candy  
16 speaking up about that, right?  
17 A. No.  
18 Q. So Carole, you say in here, did not want to  
19 oust mom from position of trustee. She wanted a  
20 doctor's opinion before doing so and you said you  
21 thought that would be a good idea?  
22 A. Of course.  
23 Q. So that's going more into the realm of  
24 capacity --  
25 A. Correct.

(Page 41)

1 Q. -- rather than I just want to resign?  
2 A. Correct.  
3 Q. And I assume that at any point if Nelva wanted  
4 to resign, she could have told you that?  
5 A. Correct.  
6 Q. And she understood. You had explained to her  
7 that she had the right to resign as trustee if she  
8 wanted to, right?  
9 A. Correct.  
10 Q. But she did not say she wanted to, right?  
11 A. Not that I was aware.  
12 Q. Now there is also, especially in the last  
13 paragraph, some comments that you've made about concerns  
14 about making payments for Carl's care. And that Carol  
15 was adamant that should be up to their mother. So from  
16 that can we gleam that Amy and Anita or Anita, somebody  
17 thought that she shouldn't be doing that?  
18 MR. REED: Objection, form.  
19 THE WITNESS: I don't think you can gleam  
20 that.  
21 Q. (By Ms. Bayless) Okay.  
22 A. There is a proper way or a better way. I  
23 shouldn't say proper. There is a better way to make  
24 distributions for medical care rather than writing  
25 checks directly to the individual because for gift tax

Candace Kunz-Freed

(Page 42)

1 purposes if you write it for the caregivers directly or  
 2 to the hospital directly, there is no gift tax. So it  
 3 could be just in the form of which it came.  
 4 Q. (By Ms. Bayless) Okay. Well, it says in here  
 5 the discussion became about the sister-in-law and why  
 6 could she not help by applying for disability or aid?  
 7 A. And that's out of my, I mean, that's none of my  
 8 business.  
 9 Q. Right. But those kinds of things were not  
 10 being said by Carole, they were being said by --  
 11 A. I don't know who they were being said by  
 12 because it doesn't say and I don't remember that far  
 13 back.  
 14 Q. Okay. You heard from time to time from Anita  
 15 however and Amy about their feelings about Carl's wife  
 16 wanting money.  
 17 MR. SPIELMAN: Objection, form.  
 18 THE WITNESS: Probably did.  
 19 Q. (By Ms. Bayless) And they didn't want their  
 20 mother to give her money, right?  
 21 MR. SPIELMAN: Objection, form.  
 22 THE WITNESS: I have no idea what they  
 23 wanted. You would have to ask them.  
 24 Q. (By Ms. Bayless) Well, didn't they tell you  
 25 that they didn't think their mother should be giving

(Page 43)

1 money for Carl's care. Isn't that what this says?  
 2 MR. SPIELMAN: Objection, form.  
 3 THE WITNESS: No, what it says is there  
 4 was a discussion about it, applying for disability and  
 5 the mom compelled to aid the daughter-in-law for the  
 6 son's sake, so I have no idea. I'm not going to speak  
 7 for them.  
 8 Q. (By Ms. Bayless) All right. And there wasn't  
 9 anything that was said to you that made you think you  
 10 should talk to anybody else about it or look into it any  
 11 further?  
 12 A. Look into what any further?  
 13 Q. What was happening with the payments and  
 14 whether they were being made in the way you think they  
 15 should be made?  
 16 A. That's not my job to manage Mrs. Brunsting  
 17 finances.  
 18 Q. Okay. And where would you say your job ends?  
 19 MR. REED: Objection, form.  
 20 THE WITNESS: To give Mrs. Brunsting  
 21 direction and to ensure she's making the decisions on  
 22 her own.  
 23 Q. (By Ms. Bayless) All right. And in order to  
 24 make sure that she's making the decision on her own, how  
 25 far do you go to make that determination?

(Page 44)

1 A. Recommendation that, get a doctor's letter that  
 2 says she's fine or a doctor's letter that says she is  
 3 not fine.  
 4 Q. Okay. So when the conversation ended on  
 5 October 25th, in your mind, the next step was going to  
 6 be getting a doctor's letter about her competence?  
 7 A. Taking mom to the doctor and have her  
 8 evaluated, not getting a letter, but having her  
 9 evaluated if there were concerns because I had concerns.  
 10 Q. Okay. All right. From time to time, did you  
 11 experience Nelva being maybe fuzzy headed because she  
 12 was having oxygen issues?  
 13 A. No.  
 14 Q. Did she come --  
 15 A. She came with an oxygen tank to my office. She  
 16 was fine. She drove herself, so.  
 17 Q. Do you know if she drove herself every time?  
 18 A. I wouldn't know.  
 19 Q. Why did she come that one time with Carole and  
 20 the caregiver?  
 21 A. I have no idea.  
 22 Q. You didn't feel like she was any different, her  
 23 condition was any different then?  
 24 A. No.  
 25 Q. I'm assuming she didn't drive herself that day?

(Page 45)

1 A. I have no idea because I didn't drive her, so.  
 2 Q. Okay. But you kept saying she drove herself.  
 3 How do you know she drove herself?  
 4 A. She came by herself to my office every other  
 5 time except that one.  
 6 Q. So you don't know whether a caregiver was  
 7 sitting in the car waiting?  
 8 A. Typically I would know because she would say,  
 9 someone would tell me I have to call somebody or  
 10 somebody is waiting on me.  
 11 Q. She did not though typically come in and say I  
 12 drove myself today, right?  
 13 A. No.  
 14 Q. So when you say --  
 15 A. She would complain about the long hallway  
 16 getting down to our office. That's a long way since we  
 17 moved again.  
 18 Q. A long walk?  
 19 A. Yes.  
 20 Q. So your assumption, if she was there in your  
 21 office alone, was that she drove herself?  
 22 A. Sure.  
 23 Q. And you find that significant for what reason?  
 24 A. Typically if people are concerned about their  
 25 parents' ability, they are not going to let them drive

Candace Kunz-Freed

(Page 46)

1 around. Their mental capacity, they are not going to  
 2 let them have free reign on a car.  
 3 Q. Some people --  
 4 A. Typically.  
 5 Q. And some people just ignore people's concern  
 6 about their driving, right?  
 7 A. That's probably true.  
 8 Q. Okay. So, I'm going to -- let's mark this as  
 9 Exhibit 25. It's Bates No. 1358.  
 10 (Exhibit 25 was marked.)  
 11 Q. (By Ms. Bayless) Let me show you what we've  
 12 just marked as Exhibit 25. This is an email from Amy on  
 13 October 30th, so five days after this conference call,  
 14 saying that they have an appointment. She's made  
 15 an appointment for her mother with her primary care  
 16 doctor on November 5th. And she says in here, the last  
 17 sentence -- I'm looking at the bottom now at her email  
 18 to you -- she says if he doesn't believe she's  
 19 competent, he will make an appointment with the second  
 20 doctor to confirm his diagnosis. Now why was she  
 21 thinking that a second doctor was needed? Do you know?  
 22 A. Because the trust says it requires two doctors'  
 23 letters if somebody is going to be taken out as a  
 24 trustee.  
 25 Q. All right. And this was discussed in the

(Page 47)

1 October 25th conference call?  
 2 A. No, it's the trust document.  
 3 Q. So you didn't talk about it in the conference  
 4 call?  
 5 A. I may have. It doesn't appear in my notes, so  
 6 I don't know.  
 7 Q. So if, if Nelva wasn't willing to resign, was  
 8 the back up plan that she was going to be removed  
 9 because she was incompetent?  
 10 MR. SPIELMAN: Objection, form.  
 11 THE WITNESS: There was no back up plan.  
 12 There was no plan for anything. It was just to  
 13 determine whether or not anything was going on with her.  
 14 Q. (By Ms. Bayless) Okay. And you don't know  
 15 whether there was a back up plan as far as Anita  
 16 and Amy were concerned?  
 17 A. No.  
 18 MR. SPIELMAN: Objection, form.  
 19 Q. (By Ms. Bayless) Okay. Had this issue come up  
 20 when Elmer was alive? He had dementia, didn't he?  
 21 MR. SPIELMAN: Objection, form.  
 22 THE WITNESS: He did.  
 23 Q. (By Ms. Bayless) And so there had been actions  
 24 taken to remove him, when he had a capacity issue, or do  
 25 you recall?

(Page 48)

1 A. Yeah, there was.  
 2 Q. Okay. And so at that point they went through  
 3 the process of the two doctors' letters?  
 4 A. Nelva did. That's correct.  
 5 Q. Nobody was really questioning though that he  
 6 had capacity issues, right?  
 7 A. No.  
 8 Q. I mean none of the children that you know of  
 9 thought that that was wrong to remove him as trustee or  
 10 anything?  
 11 A. No, not that I'm aware.  
 12 MS. BAYLESS: Let's mark this as 26. This  
 13 is Bates No. 1317.  
 14 (Exhibit 26 was marked.)  
 15 Q. (By Ms. Bayless) I'll show you what's been  
 16 marked as Exhibit 26. So this is an email again from  
 17 Amy to you saying that she had gone to the doctor's  
 18 appointment and Amy took her to the doctor's  
 19 appointment, right? That's what this says?  
 20 A. It says I took her. Carole insisted on being  
 21 there also. So it looks like they both went.  
 22 Q. Did you have any conversation with Amy about  
 23 this visit or is it all contained in this email?  
 24 A. I don't recall having any conversations with  
 25 her.

(Page 49)

1 Q. Okay. And Amy lives in New Braunsfel, right?  
 2 A. That was my understanding.  
 3 Q. So she seems to indicate from this that he  
 4 didn't think she should be driving. He encouraged her  
 5 to let somebody else handle her finances, but he didn't  
 6 want to write a letter, right?  
 7 A. That's what it says.  
 8 Q. And it says it is his opinion that at times she  
 9 might be competent, but other times she is not. So had  
 10 you had this experience where sometimes she seemed  
 11 competent and sometimes she did not?  
 12 MR. REED: Objection, form.  
 13 THE WITNESS: I had the experience that  
 14 when I was with her, she was fine. When I spoke to her  
 15 on the phone, short term, sometime she would remember  
 16 the conversations that we had and didn't remember that  
 17 we made changes. So I guess you could surmise that. I  
 18 didn't think she was out of it.  
 19 Q. (By Ms. Bayless) Okay. We talked about in  
 20 your first deposition session about Nelva did not like  
 21 the paperwork involved with the trust?  
 22 A. Correct.  
 23 Q. Did you have the sense that some of that might  
 24 be it was difficult for her to understand any of those  
 25 things?

Candace Kunz-Freed

(Page 50)

1 A. No.  
 2 MR. REED: Objection, form.  
 3 Q. (By Ms. Bayless) So just an impatience. You  
 4 would just characterize it as impatience with paperwork?  
 5 A. Yes.  
 6 Q. Have you had the experience where sometimes  
 7 people who don't understand something become impatient  
 8 with it?  
 9 A. I may have. I don't know.  
 10 Q. All right. So when you got this letter, I mean  
 11 this email from Amy about the doctor's appointment, did  
 12 you take any action on it?  
 13 A. I don't recall.  
 14 Q. I notice in your notes at page 18, Bates No.  
 15 1185, that you just moved this email into these notes?  
 16 A. Sometimes that is what I would do, yes.  
 17 Q. Okay. Other than the email that is Exhibit 26,  
 18 that was your last communication from Amy about this  
 19 doctor's visit or do you recall?  
 20 A. It appears that way.  
 21 MS. BAYLESS: All right. Well,  
 22 actually -- I'm sorry. When I turned the page, I  
 23 realized you had responded to Amy. So let's mark this  
 24 as Exhibit 27.  
 25 (Exhibit 27 was marked.)

(Page 51)

1 Q. (By Ms. Bayless) All right. Exhibit 27, which  
 2 is Bates No. 1300, is in front of you and that appears  
 3 to be your response to the update on your mom. Now you  
 4 say Amy and Family. Do you believe that that is in  
 5 response to Amy's email of the 7th?  
 6 A. It appears so, yes.  
 7 Q. I notice it doesn't have her email at the  
 8 bottom, but you just started a new email responding?  
 9 A. Well, everyone is copied in on it, so, yeah, it  
 10 appears it was to Amy with copy to Candy, whoever At  
 11 Home at Yahoo is, Anita, Carole. So I am assuming At  
 12 Home is Amy.  
 13 Q. Right. I think we saw that on the page  
 14 earlier.  
 15 A. Right.  
 16 Q. So you indicate in this email, you say the  
 17 purpose of the conference call and the suggestion that  
 18 Ms. Brunsting be evaluated was based solely on  
 19 conversations that I had with Ms. Brunsting, and to let  
 20 you all know I had concerns based on those  
 21 conversations. I thought from your notes the reasons  
 22 there was an evaluation was because Carole wanted one?  
 23 A. No. I had suggested that she go to the doctor  
 24 because she called and didn't remember to tell me that  
 25 Carl had encephalitis and that I needed to make changes

(Page 52)

1 to the trust and I told her several times we had already  
 2 done that, so it was not just solely on Carole's  
 3 suggestion.  
 4 Q. Okay. You don't mention Carole's suggestion  
 5 here. You were focused at this point on your concerns  
 6 that --  
 7 A. Correct.  
 8 Q. -- there really needed to be an evaluation?  
 9 A. Or that the family needed to be involved as a  
 10 whole because they were all at different places. So if  
 11 something is going on with their mom, they all needed to  
 12 be aware.  
 13 Q. When you say they are all in different places,  
 14 what do you mean?  
 15 A. We had one in Victoria, one in Houston, one in  
 16 New Braunsfel and one in the hospital and one in  
 17 California.  
 18 Q. Okay. Different physical locations?  
 19 A. Yes.  
 20 Q. Okay. Now, at this point, you still had not  
 21 heard anything from Nelva about wanting to make gifts of  
 22 stock to anybody, had you?  
 23 A. No.  
 24 MS. BAYLESS: Let's mark this 28.  
 25 (Exhibit 28 was marked.)

(Page 53)

1 Q. (By Ms. Bayless) All right. I'll show you  
 2 what has been marked as Exhibit 28. And this is an  
 3 email exchange that starts, if you go to the bottom, it  
 4 starts with an email from Anita that has a date of May  
 5 17, 2004 on it, that is referring to apparently the  
 6 family doctor visit that happened on November 5th of  
 7 2010?  
 8 A. How is that possible?  
 9 Q. I don't know. I was going to ask you.  
 10 MR. MENDEL: What's the Bates Number?  
 11 Q. (By Ms. Bayless) I'm sorry. This exhibit is  
 12 1361 to 1362. All right. So you don't know of a dating  
 13 problem on your computer, right, that would have caused  
 14 that kind of an issue?  
 15 A. No.  
 16 Q. Okay. So maybe something on Anita's computer,  
 17 but you are not aware of --  
 18 A. I don't know who produced this, whether it was  
 19 my firm or Anita.  
 20 Q. Well, it's Vacek and Freed, V & F Bates Number  
 21 at the bottom, so it was your firm.  
 22 A. I guess it could be. I don't know. I don't  
 23 know why my computer would take a date from hers.  
 24 MR. REED: Why would it take six years to  
 25 respond to that email?

Candace Kunz-Freed

(Page 54)

1 Q. (By Ms. Bayless) As far as you know, it's
2 talking about, you don't know of any other doctor's
3 visit, right?
4 A. I wasn't even at the firm in 2004, so.
5 Q. Yeah. So they wouldn't have been sending
6 anything to you in 2004?
7 A. Correct.
8 Q. So we have no explanation for that date issue,
9 but it was basically she was wanting to know if you had
10 heard from him yet, the doctor, right?
11 A. Correct.
12 Q. And you said no, and so then she --
13 MR. SPIELMAN: I'm sorry, Bobbie, I'm
14 lost. Are you referring to the email strings where from
15 Anita to Ms. Freed that's dated November 27th of 2010
16 sent at 10:37 p.m. and then responded.
17 MS. BAYLESS: No.
18 MR. SPIELMAN: No. Okay. Can you be a
19 little clearer where we are?
20 MS. BAYLESS: Are you looking at Bates No.
21 1361 and 1362?
22 MR. SPIELMAN: No, I don't have those with
23 me.
24 MS. BAYLESS: Okay. I passed it down.
25 No, I'm sorry. Here it is.

(Page 55)

1 Q. (By Ms. Bayless) I will try to be more clear
2 though. So you said you hadn't heard from this doctor
3 and you had not, right?
4 A. Correct.
5 Q. Did you ever hear from him?
6 A. No.
7 Q. Didn't get a letter from him or a phone call?
8 A. No.
9 Q. And you didn't reach out to him, right?
10 A. I could have, but I didn't.
11 Q. Any particular reason why you didn't?
12 A. If he said she was fine, then I had no reason
13 to go and delve any further.
14 Q. Well, Amy didn't say he said she was fine,
15 right? He said sometimes she's competent and sometimes
16 she isn't?
17 A. Well, if he's not willing to put something in
18 writing, there's nothing I can -- talking with him is
19 not going to change him, so.
20 Q. Okay. You needed a letter or it didn't help
21 you?
22 A. Correct.
23 Q. Okay. So after you responded on November 17th,
24 and said that he hadn't called you, then she sent you
25 another email and said, I have another question. Can my

(Page 56)

1 mother gift someone or let someone borrow from their
2 inheritance from my dad's side of the trust, right?
3 A. That's what it says.
4 Q. And you responded yes, she can to descendants.
5 Please refer to Article 9 of the restated trust?
6 A. Yes.
7 Q. Did you ever hear anything further about that
8 after that question?
9 A. Not that I recall.
10 Q. And you did not -- Nelva didn't contacted you
11 about this issue either?
12 A. Not that I'm aware.
13 Q. Okay.
14 MR. REED: If we get to a stopping point,
15 can we take a break?
16 THE WITNESS: Yes, because I just finished
17 that whole cup of coffee.
18 MS. BAYLESS: That's fine.
19 (Off the record.)
20 (Short Recess.)
21 (Back on the record.)
22 MS. BAYLESS: Let's mark this as 29.
23 (Exhibit 29 was marked.)
24 Q. (By Ms. Bayless) I'm going to hand you what's
25 been marked as Exhibit 29. It's Bates labeled 650 and

(Page 57)

1 651. I don't have an extra copy of this one. This
2 appears to be the information from the October 25th
3 conference call. And by information I mean what caller,
4 what numbers were on the call, and how long they were on
5 it, right?
6 A. That's correct. It does appear that way.
7 Q. So it looks like the call, I assume
8 713-560-6381 is Carole's number, is that right?
9 MS. CAROLE BRUNSTING: Yes.
10 MS. BAYLESS: 713-560-6381.
11 MS. CAROLE BRUNSTING: Yes.
12 Q. (By Ms. Bayless) Okay. So Carole has
13 indicated that's her phone number. She was only on what
14 appears to be an hour long call for 35 minutes. Do you
15 know why that is? Why did she leave early? Do you
16 recall?
17 A. I don't recall.
18 Q. Okay. There is nothing in your notes that are
19 at page 20, Bates No. 1187 of Exhibit 21 that indicates
20 that Carole left the conversation early, right?
21 A. I'm sorry. Where are you?
22 Q. I'm on page 20 of 38, Bates No. 1187. That's
23 your notes from the conference call of October 25th?
24 A. If it's not there, then I guess not.
25 Q. Okay. But, so everybody with the exception of

**Candace Kunz-Freed**

(Page 58)

1 Carole talked for about an hour about this, right?  
2 A. I assume so.  
3 Q. That's what the record says?  
4 A. I mean my number is not on there, but.  
5 Q. Okay.  
6 A. I don't even know how long I was on the call  
7 from looking at this. I put an hour, so I guess I was  
8 on there an hour.  
9 Q. That first number is not your number,  
10 281-531-5123?  
11 A. Yes, it is.  
12 Q. Okay. So that's --  
13 A. That's the main number to the law firm. That's  
14 how the call would have been established.  
15 Q. All right. So that seems like a long time to  
16 talk about what's contained in your notes on page 20 at  
17 Bates No. 1187 of Exhibit 21? You must have talked  
18 about a lot of other things, right?  
19 MR. REED: Objection, form.  
20 THE WITNESS: I have no idea. I don't  
21 recall other than what's in my notes.  
22 Q. (By Ms. Bayless) Okay. Find Exhibit 27 for me  
23 again in this pile. This is the email where you thanked  
24 everybody for updating you about Nelva's doctor's visit  
25 and then you said if she has been evaluated by her

(Page 59)

1 physician and you as a family are comfortable with his  
2 or her diagnosis, then you have addressed the concerns I  
3 had?  
4 A. Correct.  
5 Q. So at that point, as far as you were concerned,  
6 this was a dead issue?  
7 A. I guess so.  
8 Q. So you weren't moving forward with the  
9 resignation in lieu of trying to determine she was  
10 incapacitated at that point?  
11 MR. SPIELMAN: Objection, form.  
12 THE WITNESS: I was moving forward with  
13 anything that anyone had asked me to do whether it be  
14 Mrs. Brunsting or anyone else.  
15 Q. (By Ms. Bayless) Okay. You thought the issue  
16 was dead?  
17 A. I don't know that I thought the issue was dead.  
18 It's just I did not indicate there was anything else for  
19 me to do.  
20 Q. Okay. Dead is probably a bad term, but the  
21 issue in your mind was at an end for the moment anyway?  
22 MR. SPIELMAN: Objection, form.  
23 THE WITNESS: The issue for me was  
24 Mrs. Brunsting's capacity. And if the doctor said she's  
25 fine, then I just have to rely on my own to determine

(Page 60)

1 whether or not I feel comfortable with her signing  
2 anything.  
3 Q. (By Ms. Bayless) Okay. And did you at that  
4 point?  
5 A. Well, if he says she's fine and he's not  
6 signing anything and the family was agreeable with that,  
7 nobody is saying anything to the contrary, I have no  
8 reason to believe that she wasn't fine.  
9 Q. Well, he said she was competent some time and  
10 not competent other times?  
11 A. Again I have to then rely on my own subjective  
12 for anything forward going.  
13 Q. Okay. But you did not say okay, are we still  
14 doing the resignation. You just dropped the issue at  
15 that point?  
16 MR. SPIELMAN: Objection, form.  
17 THE WITNESS: It appears to be that way.  
18 I mean this is a family that they are going to take care  
19 of their mother in the best way, at least that I think  
20 they should. And if they are going to do that, there is  
21 nothing left for me to do.  
22 MS. BAYLESS: Okay. Let's mark this 30,  
23 (Exhibit 30 was marked.)  
24 Q. (By Ms. Bayless) I'm handing you what has been  
25 marked as Exhibit 30. This is an email. I sort of

(Page 61)

1 overlooked this when we were talking before. This is an  
2 email, October 10th, from Anita to you talking about the  
3 resignation and saying that my mom thinks she has an  
4 appointment with you at her house tomorrow, but she  
5 couldn't remember why. I think it's for her to sign the  
6 papers to resign from trustee and appoint me as trustee.  
7 Can you please let me know if this is correct. I've got  
8 some questions on the duty of the appointed trustee.  
9 Did you ever respond to this email as far as you know?  
10 A. I don't know.  
11 Q. All right. If we go back in your notes to  
12 October 10th or October 11th, because she said she has  
13 an appointment at her house tomorrow. So that's the  
14 October 11th meeting that you canceled?  
15 A. Okay.  
16 Q. And did your cancellation of that meeting have  
17 anything to do with Exhibit 30?  
18 MR. REED: Objection, form.  
19 THE WITNESS: I don't know.  
20 Q. (By Ms. Bayless) Well, the documents that she  
21 had asked you to prepare?  
22 A. Who is she?  
23 Q. Nelva. I'm sorry. Had Anita ask you to  
24 prepare anything at that point?  
25 A. No, I just didn't know who you were talking



Candace Kunz-Freed

(Page 62)

1 about.

2 Q. Well, so the only person that could authorize

3 you to prepare documents at that point was Nelva, right?

4 A. Correct.

5 Q. So Nelva had been saying that she wanted to

6 make this change where Carole and Anita were

7 co-trustees, right?

8 A. I don't recall. Sorry.

9 Q. Okay. That's all right. Look at page 24,

10 Bates No. 1191 which involves your notes from the phone

11 call that you had with Nelva on October 11th after you

12 canceled the meeting with her?

13 A. The one that says call to Mrs. Brunsting with

14 Susan Vacek regarding the changes requested.

15 Q. Right?

16 A. Yes.

17 Q. So it had not been anticipated -- well, let me

18 ask this way. Did you anticipate when you got this

19 email from Anita Brunsting that the documents that you

20 were going to Nelva's house to sign the next day were

21 resignation documents, an appointment of Anita as the

22 substitute trustee?

23 A. Could be. I really don't recall.

24 Q. Had you -- so the documents that -- you don't

25 recall what the documents were that you had prepared to

(Page 63)

1 take out to her house on October 11th?

2 A. I don't.

3 Q. And since they weren't signed, you don't have

4 them, your firm wouldn't have them anymore?

5 A. I don't know that anything was prepared even.

6 You're assuming something was prepared and I don't know

7 that even.

8 Q. Okay. What do you believe -- do you know of

9 anything that would have made Anita think on the 10th

10 when she sent this email to you that her mother was on

11 the verge of signing a resignation and appointing her as

12 substitute trustee?

13 A. No. I mean other than that I had a scheduled

14 appointment with her. I talked with Nelva on the 11th

15 at 10:00 or Summer did advising that I wouldn't be

16 there. So honestly, it was so far back I just don't

17 even remember. And unless it's written here, I'm just

18 not --

19 Q. Well, the documents or, I'm sorry, the notes on

20 page 24 at Bates No. 1191 from your conversation --

21 A. With Ms. Vacek and Mrs. Brunsting?

22 Q. Yes.

23 A. Okay.

24 Q. You are calling about changes that she is

25 wanting to make, more changes that she's wanting to

(Page 64)

1 make?

2 A. And that was on the 11th.

3 Q. Right. The same day that you were supposed to

4 go out to her house and sign documents?

5 A. Okay.

6 Q. But you don't recall what she was changing?

7 A. I mean off the top of my head, I don't. I'm

8 sorry.

9 Q. Okay. But as far as you know, she did not sign

10 a resignation and an appointment of Anita as substitute

11 trustee on the 11th?

12 A. I would have to -- I don't recall going out

13 there.

14 Q. Well, the notes indicated that you canceled?

15 A. Then I'm assuming that she didn't.

16 Q. So, going back to where we had gotten, after

17 the conference call and the emails about the doctor's

18 appointment, the next thing in your notes, the email you

19 sent on the 8th saying, my concerns have been addressed.

20 The next communication or the next thing on your

21 notes after that is on the 18th. Look, if you would, at

22 page 16 Bates 2183. So this again is you've just copied

23 into your notes the email you sent on the 18th saying

24 yes, she could make gifts?

25 A. Yes.

(Page 65)

1 Q. Then there is not another entry until the 29th

2 of November and I think you began, just copied an email

3 into your notes here where you are telling Anita that

4 you have not ever gotten a call from the doctor?

5 A. Uh-huh. That's correct.

6 MS. BAYLESS: We will mark this as 31.

7 (Exhibit 31 was marked.)

8 Q. (By Ms. Bayless) So Exhibit 31, what's been

9 marked as Exhibit 31 is an email string and the Bates

10 numbers are 1370 through 1372. It is an email string.

11 If you go to the second to last page, in response to

12 your email from the 17th saying that your concerns had

13 been addressed, Anita sends you an email on the 27th

14 saying I'm not clear about how you want us to proceed?

15 A. November 27th.

16 Q. Yes. Amy took mom to the family doctor a few

17 weeks ago and he said sometimes she clear about what's

18 going on and sometimes she isn't, but he did recommend

19 that she resign from the trust as trustee, so that's an

20 indication that she hadn't resigned at least by that

21 point?

22 A. Sure.

23 Q. And she said I also understand that the trust

24 language states should a trustee becomes compromise to

25 the point where they are unable to understand the

Candace Kunz-Freed

(Page 66)

1 language of the trust or the duties of the trustee, then  
 2 they should resign or get two doctors' notes declaring  
 3 them unable to fulfill the trustee's duties, so we don't  
 4 necessarily have to get her declared completely mentally  
 5 incompetent, which she isn't, but just not capable of  
 6 handling trustee's duties.  
 7 So, at this point it sounds like Anita is still  
 8 trying to get her mother out of the trustee role?  
 9 MR. MENDEL: Objection, form.  
 10 THE WITNESS: I guess you could surmise  
 11 that or how best to handle the financial stuff so that  
 12 bills could be paid on time. There could be a whole  
 13 litany of reasons why.  
 14 Q. (By Ms. Bayless) Okay. So then she says, so  
 15 do we need to proceed with getting two doctors' letters  
 16 or are you comfortable that mom will understand what  
 17 she's doing if she resigns. And then she ask if the  
 18 doctor ever called you. And that then prompts the  
 19 response you have copied into your notes where you say  
 20 you haven't gotten a call and if he won't write a  
 21 letter, then you can only assume that he thinks she  
 22 capable of handling the financial affairs, right?  
 23 A. Correct.  
 24 Q. And you indicated here that there is a  
 25 difference between the competency issue and resignation,

(Page 67)

1 and if she wants to resign she just needs to call you  
 2 and tell you that?  
 3 A. Yes.  
 4 Q. And that you'll bring the documentation out for  
 5 her to sign. But did Nelva ever call you and tell you  
 6 that she wanted to resign?  
 7 A. I don't recall.  
 8 Q. Then Anita responds, if you look at the first  
 9 page of Exhibit 31, and wants to know if you are going  
 10 to be in the office during the week of December 20th.  
 11 Do you recall setting up a meeting with Anita about  
 12 this?  
 13 A. I don't.  
 14 Q. And there is nothing that I see in your notes  
 15 until December 22nd where you had the meeting with Nelva  
 16 and she resigned as trustee. Said you met with Nelva  
 17 and Anita at Nelva's home?  
 18 A. Those are Summer's notes.  
 19 Q. Okay. Do you think they're inaccurate?  
 20 MR. REED: Objection, form.  
 21 THE WITNESS: No. I'm just letting you  
 22 know who put them in there.  
 23 MS. BAYLESS: Yeah. Okay.  
 24 MR. REED: Objection, form.  
 25 Q. (By Ms. Bayless) Now you say prior to

(Page 68)

1 resigning Nelva signed a new appointment as successor  
 2 trustee to name Anita as trustee and Amy as successor  
 3 trustee. Prior to this, Anita and Amy were named as  
 4 co-trustees. So what's the significance of her signing  
 5 something prior to her resignation like that?  
 6 A. Well, if she resigns, then it defaults to the  
 7 successor trustees and they were co-trustees. One is in  
 8 New Braunsfel and one is in Victoria. Having two people  
 9 that are in two different locations, trying to manage  
 10 and sign every check or every account that goes in and  
 11 out is difficult logistically. So typically I will  
 12 recommend that one or the other serve and they have to  
 13 keep each other informed, but basically delegating  
 14 authority to one.  
 15 Q. And do you think that's -- is it possible for a  
 16 trustee to delegate their fiduciary responsibilities?  
 17 MR. REED: Objection, form.  
 18 THE WITNESS: They can delegate authority.  
 19 Q. (By Ms. Bayless) All right. And so how does  
 20 that change, if at all, their fiduciary obligations on  
 21 what they've delegated --  
 22 MR. REED: Objection, form.  
 23 THE WITNESS: If you're a co-trustee, you  
 24 still have to do shared responsibility. In this case,  
 25 she was not a co-trustee, she was a successor while

(Page 69)

1 Nelva was living, Amy, and only upon death then they  
 2 both become co-trustees.  
 3 Q. (By Ms. Bayless) So there wasn't anything --  
 4 nobody had to delegate anything because that got changed  
 5 first?  
 6 A. Right before.  
 7 Q. So there is no, to your knowledge, at least I  
 8 don't know of any that has been produced, so if you have  
 9 any knowledge of any notes about your discussions with  
 10 Nelva about her resigning as trustee between November  
 11 29, 2010 and December 21, 2010 when she signed those  
 12 documents about the resignation, do you know where those  
 13 would be?  
 14 A. No.  
 15 Q. Do you think it's unusual that there is nothing  
 16 in here after all of these notes that we've seen about  
 17 this, that there is nothing in here about the  
 18 resignation documents --  
 19 MR. REED: Objection, form.  
 20 Q. (By Ms. Bayless) And your meeting with Nelva  
 21 about them or discussing them with her or her discussing  
 22 them with you?  
 23 A. Not particularly.  
 24 Q. Do you know, looking at Exhibit 31, and this  
 25 request that Anita had about whether you were going to

Candace Kunz-Freed

(Page 70)

1 be in during the week of the 20th, do you know whether  
2 you met with them during the week of December 20th prior  
3 to the resignation documents being signed?  
4 A. I don't recall that I did, met with anyone.  
5 Q. Did you keep any type of a calendar separate  
6 from this notes history about meetings?  
7 A. Yes.  
8 Q. And how did you keep it?  
9 A. Outlook.  
10 Q. Do you still have that?  
11 A. No. I no longer work for the law firm that I  
12 was at, so I have none of that.  
13 Q. And that law firm doesn't exist anymore, right?  
14 A. That's my understanding.  
15 Q. Was anyone else at Nelva's home when she signed  
16 this resignation?  
17 A. Yes.  
18 Q. Other than Anita?  
19 A. Yes.  
20 Q. Who else?  
21 A. I believe Carl was there. I believe the  
22 caregiver was there. I believe Amy was there and I  
23 believe Carole was there.  
24 MS. CAROLE BRUNSTING: I wasn't there.  
25 THE WITNESS: I don't know. I don't think

(Page 71)

1 Candace was there.  
2 Q. (By Ms. Bayless) Was the caregiver this Tino  
3 again?  
4 A. I don't know. I believe Carl was there, so I  
5 don't know who was there. A caregiver. I don't know  
6 who it was.  
7 MS. CAROLE BRUNSTING: That's a lie.  
8 Q. (By Ms. Bayless) Were they actually present  
9 when these documents were signed?  
10 A. There were several people in the room. I don't  
11 recall who it was.  
12 Q. Did you have any kind of a conversation with  
13 Nelva ahead of time explaining what these documents  
14 were?  
15 A. I would have.  
16 Q. You just saying that because that's your normal  
17 practice?  
18 A. Normal practice.  
19 Q. But we don't have any evidence of that in any  
20 of this, right?  
21 MR. REED: Objection, form.  
22 THE WITNESS: And we don't have any  
23 evidence that it didn't occur either.  
24 Q. (By Ms. Bayless) No, I agree. We don't have  
25 any evidence about it at all.

(Page 72)

1 A. Right.  
2 Q. And did you have a discussion with her about  
3 these at the time she signed them or prior to the time  
4 she signed them?  
5 A. I would have done it at the time she signed  
6 them.  
7 Q. Okay. So you don't think there was a prior  
8 phone conversation?  
9 A. There could have been.  
10 Q. How did you know to prepare the documents?  
11 A. Well, that's what I'm saying. I don't know. I  
12 don't recall. And there is nothing here to indicate one  
13 way or the other.  
14 Q. And you don't recall meeting with just Anita  
15 about the resignation, do you?  
16 A. No.  
17 Q. Did you meet with Anita and Amy about the  
18 resignation prior to preparing the documents?  
19 A. Not that I recall. I mean this was two days  
20 before Christmas, so I have no idea, or three days  
21 before Christmas.  
22 Q. The suggestion that Nelva first changed to Amy  
23 being the successor, I mean, Anita being the successor  
24 trustee by herself, was that -- did that come from you?  
25 A. I would have to assume it did. I don't know.

(Page 73)

1 I don't recall. But from a logistical standpoint, it's  
2 not unlike me to recommend something like that when you  
3 have two people in two separate locations.  
4 Q. In this entry on page 16 of 38 on Bates No.  
5 2183. On December 22nd, it says Anita accepted service  
6 for same. What are you talking about there?  
7 A. She had to sign an acceptance at the time.  
8 Q. Okay. So that's what you're referring to, her  
9 acceptance document?  
10 A. Correct.  
11 Q. And there is no entry from Summer about setting  
12 up this meeting, so do you know who set it up?  
13 A. I don't.  
14 Q. Go to page 15, Bates No. 2182 of Exhibit 21.  
15 A. Page what?  
16 Q. 15.  
17 A. Okay.  
18 Q. At the bottom, it says that Summer returned  
19 Anita Brunsting's call to see if I could help her with  
20 something and she said that it was rather complicated  
21 and re a predeceased clause for her brother. Do you  
22 recall anything about that?  
23 A. It says it's from Summer, so no.  
24 Q. So --  
25 A. That's her notes.

Candace Kunz-Freed

(Page 74)

1 Q. Okay. Look at the entry above. She's really  
 2 asking questions about what happens if Carl dies and  
 3 what is happening with his portion of the trust?  
 4 A. Correct.  
 5 Q. So is this how we lead up to the documentation  
 6 that would disinherit Carl's daughter?  
 7 A. Yes.  
 8 Q. Ring a bell. That's how we got there?  
 9 A. Yes.  
 10 Q. And so why would they have wanted to disinherit  
 11 Carl's daughter?  
 12 MR. REED: Objection, form.  
 13 THE WITNESS: It doesn't matter to me what  
 14 they wanted. It was what Ms. Brunsting would want. I  
 15 have no idea.  
 16 Q. (By Ms. Bayless) All right. And so after that  
 17 call that you got where they are asking these questions,  
 18 how did you get from -- does this help you remember how  
 19 you got from this to preparing documents that would have  
 20 disinherited Marta?  
 21 A. Well, if that's what she wanted then I would  
 22 have done the documents, but she would have signed it  
 23 and understand it. So that's what prompted the long  
 24 meeting with Mr. Vacek, myself, Carole, Tino, or Tido,  
 25 or whatever his name is, and Ms. Brunsting to discuss

(Page 75)

1 that. The document was prepared, but we discussed it  
 2 and she didn't sign it.  
 3 Q. All right. But there is no indication in here  
 4 that you talked to Nelva about it, right?  
 5 A. Not until the day she came in to sign it.  
 6 Q. Okay. So you think that's how it happened.  
 7 That Anita called --  
 8 A. Could be.  
 9 Q. -- you prepared the document, but when you  
 10 talked to Nelva about them, she didn't want to sign  
 11 them?  
 12 A. She said she needed to think about it.  
 13 MR. REED: Just let her finish her  
 14 question before you answer.  
 15 THE WITNESS: Sorry.  
 16 Q. (By Ms. Bayless) When you met with her about  
 17 it, did she give you any indication that she knew that's  
 18 what the meeting was about?  
 19 A. Who?  
 20 Q. Nelva.  
 21 A. I don't remember.  
 22 Q. All right. Go, if you would, to page 14, Bates  
 23 No. 2181. And at the top of that page, there is an  
 24 entry about a phone call with Nelva and it says that  
 25 Nelva called you and requested that Carl be removed in

(Page 76)

1 total from Elmer's share of the trust. Did that ever  
 2 happen that you know of?  
 3 A. Well, that was the document that was produced.  
 4 Q. What do you mean, that you prepared?  
 5 A. Taking Marta out, and I guess.  
 6 Q. So when you say produced, that means the  
 7 document that you prepared that didn't get sign?  
 8 A. It must have been the one that was prepared  
 9 that didn't get signed.  
 10 Q. Okay. Because I don't have a copy of that  
 11 document that I know of, so when you say produced?  
 12 A. It was drafted, but never signed.  
 13 Q. Okay. So it says she also requested that a  
 14 provision be placed in her trust that if he predeceases  
 15 her, that his share will be divided among her children  
 16 rather than Carl's children. She will needed to sign  
 17 the qualified beneficiary designation as the surviving  
 18 founder, and you will sign as trustee after she signs.  
 19 So you will sign as trustee after she signs indicates to  
 20 me you are talking about Anita, right?  
 21 A. Where are you looking?  
 22 Q. It's the second paragraph in that top entry on  
 23 page 14, Bates 2181.  
 24 A. I don't know. She wasn't the trustee anymore,  
 25 so the trustee would have to sign, just acknowledging

(Page 77)

1 that a change was made.  
 2 Q. But my question is more in the context of who  
 3 this, who you are saying this to or is this an email  
 4 that you sent to Anita that has just been copied into  
 5 your notes or is this --  
 6 A. I have no idea.  
 7 Q. Okay.  
 8 A. It says it's a call from Nelva, so.  
 9 Q. But that's in a different font?  
 10 A. They are all in a different font, that first  
 11 part.  
 12 Q. What do you mean by that?  
 13 A. So Nelva has resigned as trustee and then if  
 14 you look, notes, because it has a subject line and  
 15 then --  
 16 Q. What page are you looking at?  
 17 A. On the next page, page 16, if you look, return  
 18 call to Anita and then it starts the notes, it's a  
 19 different size font just on the next page, 15, in each  
 20 one. It's a subject line.  
 21 Q. I don't see a difference in font on page 15?  
 22 A. It's the same thing as here.  
 23 Q. Show me what you are talking about?  
 24 A. This font right here. That's the font.  
 25 Q. That's page 14.

Candace Kunz-Freed

(Page 78)

1 A. You look right here on 15. See how it's  
2 smaller and then larger font.  
3 Q. So do you have an explanation for that?  
4 A. That's how most of them are unless I didn't put  
5 a subject, unless I stuck a note in without putting a  
6 subject.  
7 Q. So when you say she will need to sign the  
8 qualified beneficiary designation as the surviving  
9 founder and you will sign it as trustee after she signs?  
10 A. The trustee would sign.  
11 Q. So are you having a conversation with both  
12 Nelva and Anita at that point?  
13 A. It just says from Nelva, so I don't know why  
14 the discrepancy. Down below in my conversation  
15 previously with the trustee acting at this point in the  
16 same note, so.  
17 Q. Did Anita ever tell you that she was planning  
18 to make transfers of stock out of the trust before she  
19 did it?  
20 A. Not that I recall. Other than what you have  
21 shown on emails about her question.  
22 Q. Whether her mother could do that?  
23 A. Whether her mother could do that.  
24 Q. But that was before she became trustee, right?  
25 A. Correct.

(Page 79)

1 Q. And there has been some -- when you were  
2 questioned earlier your deposition by Anita's attorney,  
3 there was a portion of that deposition devoted to  
4 whether Anita needed to make transfers of stock just  
5 because her mother wanted her to after she became  
6 trustee. Do you recall that testimony?  
7 A. No.  
8 Q. Well, let's talk about it again.  
9 A. Okay.  
10 Q. When Anita became trustee, Anita took over the  
11 trustee's fiduciary obligation, right?  
12 A. Correct.  
13 Q. So Nelva didn't have any fiduciary obligations  
14 at that point?  
15 A. No.  
16 Q. She was a beneficiary and she had created the  
17 trust, but she was no longer a trustee and Anita had to  
18 basically take on the mantle of those fiduciary  
19 obligations that Nelva had before, right?  
20 A. Correct.  
21 Q. And as far as you know, Nelva didn't make any  
22 transfers of stock before she resigned, right?  
23 A. Not that I was aware of.  
24 Q. And she didn't say to you before I resign, I  
25 want to be sure I get stock to Carole and Candy and Amy

(Page 80)

1 and Anita and not Carl right?  
2 A. Not that I recall.  
3 Q. Now when Anita became trustee, just because her  
4 mother said make a transfer of stock to yourself of  
5 Exxon shares, that didn't relieve her of her fiduciary  
6 obligations with regard to that transaction, would it?  
7 MR. REED: Objection, form.  
8 MR. SPIELMAN: Objection, form.  
9 THE WITNESS: I don't know. I mean, her  
10 mom could have made a gift at any time or directed her  
11 to make a gift, but it doesn't relieve anybody of  
12 fiduciary responsibility.  
13 Q. (By Ms. Bayless) All right. And if her mom  
14 did direct her to make gifts, they needed to made in the  
15 context of the standards imposed by the trust, right?  
16 A. No, that's not correct.  
17 Q. Okay. Tell me how that's not correct?  
18 A. Because her mom can gift anything she wants to.  
19 Q. When her mom is not the trustee any longer, she  
20 loses the control --  
21 A. Not the direction to gifts. She can gift.  
22 It's fully revocable. She can step back in, she can  
23 step out.  
24 Q. It's not fully revocable after Elmer died?  
25 A. Her share is fully revocable by her until she

(Page 81)

1 died.  
2 Q. And her share would be called what, the  
3 survivor's trust?  
4 A. Sure.  
5 Q. Did you have any conversations with Anita about  
6 how the survivor's trust works versus the decedent's  
7 trust or how any of that stuff works?  
8 A. I'm sure I did.  
9 Q. All right. Did you keep any kind of separate  
10 notes after Anita became trustee or do we have all of  
11 your notes?  
12 A. This would be it. It would be under Elmer and  
13 Nelva's records.  
14 Q. So when did you first find out about the  
15 transfers of stock?  
16 A. I first found out about stock issues when a  
17 DRIP account appeared that we thought we had already  
18 shifted everything into survivor and decedent trusts,  
19 not knowing that a dividend reinvestment account through  
20 Chevron was missed when Elmer died.  
21 Q. Okay. How did that bring the stock issues to  
22 light?  
23 A. So the only issues I had with stock was helping  
24 Nelva getting them into the right trust.  
25 Q. Okay. But in terms of transfers that had been

Candace Kunz-Freed

(Page 82)

1 made after Anita had become trustee to any of the  
2 children?  
3 A. That was not something that I would have  
4 typically discussed with her.  
5 Q. Okay.  
6 A. The issue I remember with the stock is just  
7 that there was some found that was still in somebody's  
8 name that needed to be divided between the decedent's  
9 trust and survivor's trust.  
10 Q. Now when Anita took over as trustee, did you  
11 begin to represent Anita as trustee?  
12 A. Yes.  
13 Q. And you, did you still consider Nelva to be  
14 your client also?  
15 A. She was the primary beneficiary for her  
16 benefits, so yes.  
17 Q. And did you have either of them sign any type  
18 of joint representation letter?  
19 A. Nelva had already signed one initially when she  
20 signed a new power of attorney. It gave permission in  
21 the power of attorney for us to deal with the children.  
22 Q. Now what is this document, what document did  
23 that?  
24 A. It's a general durable power of attorney. It's  
25 about 20 some pages long and it waives conflict of

(Page 83)

1 interest.  
2 Q. Within the power of attorney that language is  
3 in there?  
4 A. Yes.  
5 Q. And had it been in the prior power of attorney?  
6 A. I have no idea. I wasn't there when they  
7 signed the prior power of attorney.  
8 Q. And so what is the point of putting the joint  
9 representation language in the power of attorney?  
10 A. Because of the exact situation where kid calls  
11 up and wants to know what is going on with the parents'  
12 stuff. Protocol is you call the parent and say your  
13 kids are calling. Do I have permission to talk with  
14 them. But if they call and tell me their parent is sick  
15 and in the hospital, I mean, unless I have something  
16 like that, my hands are tied.  
17 Q. All right. So once she signed -- did you point  
18 that language out to Nelva?  
19 MR. REED: Objection, form.  
20 THE WITNESS: I have no idea.  
21 Q. (By Ms. Bayless) All right. Once she signed  
22 that, you didn't, at that point you didn't ask for  
23 permission to talk to them?  
24 A. I always ask for permission, yes.  
25 Q. Even though you had that document?

(Page 84)

1 A. Yes, it is just protocol.  
2 Q. So it's in there in case they can't give you  
3 that permission?  
4 A. Correct.  
5 THE WITNESS: Wow, Cory.  
6 MR. REED: That's what I think about that  
7 question.  
8 MS. BAYLESS: My goodness. You really  
9 anticipate --  
10 MR. REED: Enough of that.  
11 Q. (By Ms. Bayless) Going to page 14 at Bates No.  
12 2181.  
13 MR. MENDEL: I'm sorry. Bates label what?  
14 Q. (By Ms. Bayless) 2181. There is a, in this  
15 same, these same notes that we've been looking at about  
16 the document that was going to take Carl's daughter out  
17 of the line of succession, there is a paragraph below  
18 that, that says Ms. B is having a hard time with Carl  
19 and his soon to be ex-wife. Where did you get the  
20 information that there was going to be a divorce?  
21 A. It says in my previous conversations with the  
22 trustee acting at this point, so that would have been  
23 Anita.  
24 Q. So Anita said that they were getting a divorce?  
25 A. I guess. I mean I don't know where else I

(Page 85)

1 would have gotten it.  
2 Q. Okay. And you don't know anything about there  
3 being a divorce filed or anything like that?  
4 A. No.  
5 Q. Looking at page 13, Bates No. 2180, up at the  
6 top. Summer is talking about having called Carole to  
7 set up an appointment and advised that the appointment  
8 is for Nelva to sign QED. This is February of 2011. Do  
9 you know which QED we are talking about?  
10 A. This would probably be referring to the one  
11 that disinherited Carl's daughter.  
12 Q. Okay. And Carole, you said Carole was in that  
13 meeting, right?  
14 A. As I recall, she was sitting around the table,  
15 yes.  
16 Q. Okay. All right. On page 12, at Bates No.  
17 2179, you had the meeting on March 2nd, 2011, about the  
18 QED, and it says you gave her your concerns about  
19 cutting out her granddaughter and she didn't sign it,  
20 right?  
21 A. Correct.  
22 Q. And it mentioned, it here Frost as a back up  
23 trustee. Did you know -- do you know anything about  
24 Frost refusing to act under this trust?  
25 A. Nope.

Candace Kunz-Freed

(Page 86)

1 Q. Did you ever have any conversation with Frost  
2 about the trust?  
3 A. Nope.  
4 Q. So they just got put in there?  
5 A. It was typical to put a corporate trustee in  
6 there. Frost is local.  
7 Q. All right. So on March 10th, Anita called and  
8 apparently Summer talked to her, so she apparently is  
9 concerned because the changes that were supposed to be  
10 made cutting out Carl's daughter weren't sign. Is that  
11 your gist?  
12 A. It is.  
13 Q. The gist of what you get? And so did you have  
14 a conversation with Anita about that or just Summer?  
15 A. It looks like just Summer.  
16 Q. And it says later in the day on the 10th, that  
17 Anita told Summer that she was going to bring her mother  
18 in to sign the QBD. Do you see that?  
19 A. Yes.  
20 Q. But did that meeting happen?  
21 A. Doesn't appear so.  
22 Q. And that document did not get signed?  
23 A. Not that I'm aware of.  
24 Q. At that point if Anita had brought Nelva in to  
25 sign that document, what would have been done, do you

(Page 87)

1 think?  
2 MR. REED: Objection, form.  
3 THE WITNESS: Exactly the same thing that  
4 was done previously. We would have sat down and talked  
5 about it. Mr. Vacek would have been asked to come in  
6 and we would have discussed it.  
7 Q. (By Ms. Bayless) so Is there any reason Summer  
8 would not have been told not to make the appointment for  
9 her to come in?  
10 MR. REED: Objection, form.  
11 THE WITNESS: I have no reason. I don't  
12 know.  
13 Q. (By Mr. Bayless) I haven't noticed any entries  
14 in these notes from Al Vacek. Did he ever make any  
15 entries in the notes that you know of?  
16 A. Not typically.  
17 Q. Okay. Once Anita became trustee, other than  
18 this encounter where Nelva was going to come in and sign  
19 this QBD to take Carl's children out of the trust  
20 succession or trust, just beneficiary scheme, did you  
21 meet with Nelva after that if you recall?  
22 MR. SPIELMAN: Objection, form.  
23 THE WITNESS: I don't remember. Like I  
24 said, if I did it would be in here.  
25 Q. (By Ms. Bayless) Did you ever have any

(Page 88)

1 telephone conversations that you recall with her about  
2 how things were going with Anita as trustee?  
3 A. I don't recall.  
4 Q. At the bottom of page 11, which is Bates No.  
5 2178, it says that you referred Anita to Brett Bosker  
6 per AEV recommendation? What is AEV?  
7 A. Al E. Vacek.  
8 Q. Okay. And is that, what kind of attorney is  
9 Brett Bosker?  
10 A. Divorce. And that's Susan Vacek, not me, just  
11 so you know.  
12 Q. Oh, you're right, that made that entry?  
13 A. Yes.  
14 Q. So she took --  
15 A. Susan is the one that made the referral.  
16 Q. Okay.  
17 A. I see her initials down there at the bottom,  
18 SV.  
19 Q. Okay. Did you ever hear from Carole about any  
20 problems with Anita exercising control over Nelva?  
21 A. I don't recall.  
22 Q. Did you ever hear from Candy about that?  
23 A. I don't recall.  
24 Q. Did you really have any contact with Candy  
25 other than that conference call on October 25th?

(Page 89)

1 A. Other than emails?  
2 Q. Right.  
3 A. That I was copied in on?  
4 Q. Right.  
5 A. No.  
6 Q. And the email -- do you recall, did the emails  
7 start up after Nelva's death?  
8 A. No.  
9 Q. Before then?  
10 A. I have no idea. I mean, they just came.  
11 Q. Okay. Would you say you got a lot of emails  
12 from Candy?  
13 A. I was probably copied in on more than I wanted  
14 to. Let's put it that way.  
15 Q. Okay. Did you ever suggest to Anita that it  
16 would be better to not provide information to Carl's  
17 wife about the trust or to Carl about the trust?  
18 MR. SPIELMAN: Objection, form.  
19 Q. (By Ms. Bayless) Let's start with Carl's wife.  
20 A. I would never recommend that they provide  
21 information to a spouse other than a beneficiary.  
22 Q. Okay.  
23 A. I wouldn't say no, don't. I just wouldn't  
24 recommend they do it anyway.  
25 Q. Were you ever provided any information

Candace Kunz-Freed

(Page 90)

1 indicating what kind of disclosures were being made to  
2 Carl about any of this stuff?  
3 A. I don't understand the question.  
4 Q. Did Anita ever tell you what information she  
5 was giving Carl about the trust?  
6 A. When Nelva was alive?  
7 Q. Yes.  
8 A. No. But I don't believe she would have to have  
9 given Carl any information because Nelva is the primary  
10 beneficiary, so she had to account to Nelva.  
11 Q. Did she ever tell you what kind of information  
12 she was giving to Nelva about the trust?  
13 A. Not that I'm aware of.  
14 Q. Did you ever help Anita prepare any accountings  
15 for Nelva?  
16 A. Not that I'm aware of. We don't do accountings  
17 typically.  
18 Q. At some point an account was set up for Nelva  
19 and Carole were the signers on the account?  
20 A. I would have recommended that.  
21 Q. That was your recommendation?  
22 A. Absolutely.  
23 Q. And do you know what kind, what was required  
24 for money to be spent from that account? Were there any  
25 requirements that you know of?

(Page 91)

1 A. No.  
2 Q. No guidelines that anybody set up that you know  
3 of about what would get paid from the account?  
4 A. No. It was to make it easier, my  
5 recommendation is to make it easier on Nelva since she's  
6 not incapacitated. If she wanted to go to the store or  
7 get her hair done, whatever, make a gift to the  
8 grandkids, that she had money to do it.  
9 Q. But the account was being funded by Anita,  
10 right?  
11 A. The account was being funded by the trustee of  
12 the trust, yes.  
13 Q. Okay. Is it safe to say that your interaction  
14 with the family unit was limited?  
15 MR. MENDEL: Was what?  
16 MS. BAYLESS: Limited.  
17 MR. SPIELMAN: Objection, form.  
18 MR. MENDEL: Objection, form.  
19 THE WITNESS: Limited how?  
20 Q. (By Ms. Bayless) Well, you didn't socialize  
21 with this family, right?  
22 A. No.  
23 Q. We talked, I think, about most, if not all, of  
24 the meetings that you had that involved anybody other  
25 than Nelva in this deposition. Would you agree with

(Page 92)

1 that?  
2 A. I would agree with that.  
3 Q. So in terms of how they related to each other,  
4 you really didn't see that on a day-to-day basis, did  
5 you?  
6 A. No.  
7 Q. Whether there was intimidation or not  
8 intimidation, you wouldn't know that?  
9 A. I would not.  
10 Q. Whether there was control asserted in a certain  
11 way or no control asserted, you wouldn't know that?  
12 A. No, I would not.  
13 Q. Whether there were misrepresentations made  
14 about what, by them, not by you, but by them to their  
15 mother about what documents did, you wouldn't know that  
16 one way or the other?  
17 MR. MENDEL: Objection, form.  
18 MR. SPIELMAN: Form.  
19 THE WITNESS: How would I know?  
20 Q. (By Ms. Bayless) Right. I'm just saying you  
21 wouldn't, right?  
22 A. No.  
23 Q. Were there any other documents that you know of  
24 that were prepared other than this QED about Carl's  
25 daughter, were there any other documents prepared that

(Page 93)

1 you know of that Nelva did not sign?  
2 MR. REED: Objection, form.  
3 THE WITNESS: Other than the funding  
4 documents that we sent her when Mr. Brunsting passed  
5 away that she gave up on doing and sent it back to us  
6 and said, here, y'all take care of it, no. That would  
7 be the only ones she didn't that I can recall.  
8 Q. (By Ms. Bayless) So in terms of the structure  
9 of the trust, there were not any other documents that  
10 you're aware of that she didn't sign?  
11 A. Not that I'm aware.  
12 Q. I'm going to make a suggestion. I have a  
13 few -- well, first, let me cover one area and I have  
14 some emails from the latest stuff that you sent that I  
15 want to go over with, but I can get them more organized  
16 if we take a lunch break.  
17 Let's talk about no contest clause for a minute.  
18 Do you recall talking about that with Anita's attorney  
19 in the last session of your deposition?  
20 A. Do I recall talking about it?  
21 Q. That there was a no contest clause in the  
22 trust?  
23 A. Oh, yes, there is.  
24 Q. In the QED. And Anita's attorney, when he ask  
25 you questions, did not bring up the fact that there is a



Candace Kunz-Freed

(Page 94)

1 property code provision relating to no contest clauses,  
2 did he?

3 A. I don't recall.

4 MS. BAYLESS: Okay. let's mark that as  
5 32.

6 (Exhibit 32 was marked.)

7 Q. (By Ms. Bayless) I'll show you what's been  
8 marked as Exhibit 32. And this is a copy of Section  
9 112.038 of the Texas Property Code which is where the  
10 trust code is contained, right?

11 A. It is.

12 Q. In the property code. And I happen to have a  
13 lot of copies of these for you guys because you seem to  
14 need to know about it.

15 MR. SPIELMAN: Should I object to that  
16 now?

17 MS. BAYLESS: Whenever you want to.

18 Q. (By Ms. Bayless) all right. So this is taken  
19 from the trust code and it says that a provision in a  
20 trust that would cause a forfeiture of or void an  
21 interest from bringing any court action, including  
22 contesting a trust is enforceable unless in a court  
23 action determining whether the foreclosure clause should  
24 be enforced, the person who brought the action contrary  
25 to the forfeiture clause establishes by a preponderance

(Page 95)

1 of the evidence that just cause existed for bringing the  
2 action and the action was brought and maintained in good  
3 faith, right? Did I read that correctly?

4 A. Yes, except for forfeiture instead of  
5 foreclosure, but yes.

6 Q. Sorry. Thanks for catching that. So you, when  
7 you provided testimony to Anita's attorney and he was  
8 suggesting that the language contained in the QED or the  
9 trust, whichever provision we were talking about, meant  
10 that it was enforceable no matter whether there was just  
11 cause or whether the action was maintained in good  
12 faith, you know that not to be the law, don't you?

13 MR. MENDEL: Objection, form.

14 MR. SPIELMAN: Objection, form.

15 THE WITNESS: I'm not an expert. It's my  
16 understanding that this is the law.

17 Q. (By Ms. Bayless) All right. Have you ever  
18 read the legislative history about this law?

19 A. I have not.

20 Q. So would it surprise you to know that the  
21 committee discussions about this indicated this was just  
22 a codification of prior law?

23 MR. MENDEL: Objection, form.

24 MR. REED: Objection, form.

25 THE WITNESS: It would not surprise me or

(Page 96)

1 surprise me.

2 Q. (By Ms. Bayless) You know that there is an  
3 uphill battle in enforcing forfeiture clauses in Texas,  
4 right?

5 A. Again I'm not an expert.

6 MR. REED: Objection, form.

7 MR. SPIELMAN: Objection, form.

8 MR. MENDEL: Objection, form.

9 THE WITNESS: Again, I'm not an expert,  
10 so.

11 MS. BAYLESS: Don't let the chorus of  
12 objection, form.

13 THE WITNESS: No, that has nothing to do  
14 with it. If you are asking me for my opinion, I am not  
15 an expert in this area.

16 Q. (By Ms. Bayless) And you've never litigated a  
17 no contest clause?

18 A. I have not.

19 Q. Have you ever had a no contest clause in one of  
20 your documents litigated?

21 A. Not that I am aware.

22 Q. Now there is a Section B to this provision that  
23 says this section is not intended to and does not repeal  
24 any law, recognizing that forfeiture clauses generally  
25 will not be construed to prevent a beneficiary from

(Page 97)

1 seeking to compel a fiduciary to perform the fiduciary's  
2 duties, seeking redress against a fiduciary for a breach  
3 of the fiduciary's duties, or seeking a judicial  
4 construction of a will or trust, right?

5 A. I'm aware of that.

6 Q. And this is contradicted by some of the  
7 language in the no contest clause in the QED and the  
8 trust, right?

9 MR. MENDEL: Objection, form.

10 MR. SPIELMAN: Objection, form.

11 THE WITNESS: Okay.

12 MR. REED: Are you asking her is it  
13 contradictory or are you telling her?

14 MS. BAYLESS: I'm asking.

15 MR. MENDEL: Objection, form.

16 MS. BAYLESS: Does it contradict some of  
17 the language in the --

18 MR. SPIELMAN: Objection, form.

19 THE WITNESS: It may. I don't know.

20 MS. BAYLESS: Okay.

21 THE WITNESS: The no contest clause, the  
22 interim clause is very long.

23 Q. (By Ms. Bayless) Very long and very detailed  
24 and precludes you from doing a lot of things that this  
25 statute says you can do, right?

Candace Kunz-Freed

(Page 98)

1 MR. MENDEL: Objection, form.  
 2 MR. SPIELMAN: Objection, form.  
 3 MS. BAYLESS: Is that a yes or a no?  
 4 THE WITNESS: Are you asking me or are you  
 5 telling me?  
 6 MS. BAYLESS: I'm asking you.  
 7 MR. MENDEL: Form.  
 8 MR. SPIELMAN: Form.  
 9 Q. (By Ms. Bayless) Do you think that's a true  
 10 statement, what I said?  
 11 MR. MENDEL: Form.  
 12 MR. SPIELMAN: Form.  
 13 THE WITNESS: Would you please repeat the  
 14 statement.  
 15 MS. BAYLESS: Maybe the best thing is to  
 16 pull out the no contest clause after we take our lunch  
 17 break so that these guys can practice their objection,  
 18 form again after lunch.  
 19 MR. JADLOSKI: Bobbie, you want to keep  
 20 doing this because I can chime in with my snide comments  
 21 too.  
 22 MS. BAYLESS: No, I'm going to pull the no  
 23 contest clause and we will look at it and compare it to  
 24 this, but I think this is a good enough time as any to  
 25 take a lunch break.

(Page 99)

1 (Off the record.)  
 2 (Lunch recess.)  
 3 (Back on the record.)  
 4 Q. (By Ms. Bayless) So we are going to move on  
 5 from the no contest argument we are having since the  
 6 statute says what it says and the clause says what it  
 7 says. I just have a few more things I want to ask you  
 8 about.  
 9 Do you know if there were ever any gift tax returns  
 10 prepared relating to the stock transfers?  
 11 A. I would not. I do not know.  
 12 Q. You weren't asked about whether there were any  
 13 needed or anything like that?  
 14 A. I'm sure people ask. I don't wait to be asked.  
 15 I tell them if they are making gifts over and above a  
 16 certain amount that it's required if I know of gifts  
 17 being made.  
 18 Q. Have you ever seen any gift tax returns?  
 19 A. No, I have not.  
 20 Q. I don't mean any, but relating to this --  
 21 A. I know what you meant. Not related to, but I  
 22 have seen that before.  
 23 MR. REED: Give her that break. You are  
 24 going to get an upset reporter if you don't.  
 25 THE WITNESS: I'm sorry.

(Page 100)

1 Q. (By Ms. Bayless) Do you know if taxes were  
 2 paid on the distributions of stock?  
 3 A. No.  
 4 Q. To the children, you don't know?  
 5 A. No.  
 6 Q. When you take a distribution from a trust, it  
 7 is a taxable event; right?  
 8 A. No.  
 9 Q. Why do you say no?  
 10 A. It depends on which part of the trust it was  
 11 from.  
 12 Q. Okay. Explain how that would work?  
 13 A. So the decedent's trust is irrevocable. When  
 14 the decedent dies and anything that is distributed from  
 15 the decedent's trust is a distribution and not a gift.  
 16 Q. Okay. And what happens in terms of tax  
 17 consequences relating to distribution?  
 18 A. Zero.  
 19 Q. So a trust beneficiary can receive a million  
 20 dollars and not have to pay taxes on it?  
 21 A. That's correct. As long as it doesn't run  
 22 afoul of the gift, I mean, not gift, the estate tax.  
 23 Q. The estate tax?  
 24 A. Uh-huh.  
 25 Q. Okay. And how would it run afoul of that?

(Page 101)

1 A. Well, you got trusts that have generation  
 2 skipping transferred tax provisions in them. I mean,  
 3 there's a whole --  
 4 Q. Okay.  
 5 A. In this case, in Nelva's and Elmer's case, his  
 6 decedent's trust, she could distribute anything she  
 7 wanted to out to the kids and it would have been gift  
 8 tax free and it would have been a distribution not a  
 9 gift. If she did it out of the survivor's trust --  
 10 Q. Yes.  
 11 A. -- it is a gift --  
 12 Q. Yes.  
 13 A. -- and the gift tax would apply.  
 14 Q. All right. When you dealt with the siblings,  
 15 like on the conference call, did you sense that they got  
 16 along very well?  
 17 MR. REED: Objection, form.  
 18 MR. MENDEL: Objection, form.  
 19 THE WITNESS: As compared to what, I  
 20 guess.  
 21 Q. (By Ms. Bayless) Well, other clients that  
 22 you've had?  
 23 A. No, they were pretty much status quo as most  
 24 siblings are that are adults and have different view  
 25 points on different things.

Candace Kunz-Freed

(Page 102)

1 Q. And you definitely saw different view points on  
 2 different things from these?  
 3 A. Oh, sure.  
 4 MS. BAYLESS: Okay. Let's mark this as  
 5 Exhibit 40.  
 6 THE COURT REPORTER: You're skipping the  
 7 other numbers?  
 8 MS. BAYLESS: Oh, you are right. 33. I  
 9 don't intend to.  
 10 (Exhibit 33 was marked.)  
 11 Q. (By Ms. Bayless) All right. I'm going to show  
 12 you what's been marked as Exhibit 33, Bates No. 2054 to  
 13 2056. I don't have any other copies, but it is your  
 14 January 27, 2011 fee agreement with Anita Brunsting,  
 15 right, as trustee?  
 16 A. Yes, that's correct.  
 17 MS. BAYLESS: This is 34. Go ahead while  
 18 you are at it and mark that as 35.  
 19 (Exhibit 34 and 35 was marked.)  
 20 Q. (By Ms. Bayless) All right. Looking at  
 21 Exhibit 33 on the last page, the next to the last  
 22 paragraph, it says that the terms of this engagement are  
 23 outlined above, as outlined above are guaranteed for 30  
 24 days from the date of this letter. That's a paragraph  
 25 I'm not very familiar with. What's the purpose of that

(Page 103)

1 paragraph?  
 2 MR. REED: Objection, form.  
 3 THE WITNESS: Occasionally you reassess  
 4 your rates and if it's signed within that time frame,  
 5 the 30 days, we are engaged at that attorney rate and  
 6 those charges. So if there is a fee increase for some  
 7 reason it would not be subject to that if it was signed.  
 8 Q. So if your rates went up next week?  
 9 A. It would still be at that rate.  
 10 Q. (By Ms. Bayless) All right. I got you. I'll  
 11 show you what's marked as Exhibit 34. And that is Bates  
 12 No. 2058 to 2060. And that appearance to be a July 27,  
 13 2011 fee agreement with Anita as trustee, correct?  
 14 A. Yes.  
 15 Q. All right. And so what was the purpose of this  
 16 fee agreement in July?  
 17 MR. REED: Objection, form.  
 18 THE WITNESS: It looks like there was a  
 19 fee increase.  
 20 Q. (By Ms. Bayless) Okay. Tell me what the  
 21 procedure was. If there was a fee increase, did you  
 22 always do a new fee agreement with the new rates?  
 23 A. That's what we typically would do, yes.  
 24 MR. REED: Objection, form.  
 25 Q. (By Ms. Bayless) For all of your clients?

(Page 104)

1 A. The clients that were opened at that time.  
 2 Q. Okay. And so how often did you raise the  
 3 rates? Do you recall?  
 4 MR. REED: Objection, form.  
 5 THE WITNESS: I don't know. That was not  
 6 within my purview. That was --  
 7 Q. (By Ms. Bayless) Somebody else?  
 8 A. Belonged to Mr. and Ms. Vacek, the owners of  
 9 the firm, not myself.  
 10 Q. (By Ms. Bayless) Okay. I'll show you what's  
 11 been marked as Exhibit 35. And that is a fee agreement  
 12 with Anita and Amy dated December 8, 2011. And it is  
 13 Bates No. 2061 to 2066.  
 14 A. Okay.  
 15 Q. Are these to your knowledge the only fee  
 16 agreements that the firm had with Anita or Amy?  
 17 A. Yes, that's correct.  
 18 Q. Okay. At some point in time, I noticed that  
 19 there was a promissory note between the two trusts. Do  
 20 you remember that?  
 21 A. I do not.  
 22 Q. Okay.  
 23 (Exhibit 36 was marked.)  
 24 Q. (By Ms. Bayless) I'll show you what's been  
 25 marked as Exhibit 36. It is Bates No. 2141 and 2142.

(Page 105)

1 Do you recognize that document?  
 2 A. It looks like a promissory note.  
 3 Q. Do you remember preparing a promissory note?  
 4 A. Really.  
 5 Q. For this --  
 6 A. If I did, I don't remember it. I would have to  
 7 look.  
 8 Q. So you don't remember what the purpose of the  
 9 note was?  
 10 A. I can look at it and see. Can I see who was it  
 11 from and to.  
 12 Q. Sure.  
 13 A. I don't know who the maker is and who the  
 14 debtor is. Okay.  
 15 Q. Does it bring back any memories?  
 16 A. I don't recall why it was done, but it's a loan  
 17 from one trust to the other.  
 18 Q. Okay. And I'll just tell you I went through  
 19 the emails about it. I didn't see an explanation for  
 20 why it was done, just that it was done. You don't  
 21 remember anything about it?  
 22 A. I don't remember why. It's loaning money from  
 23 the decedent's trust to the survivor's trust.  
 24 Q. In February of 2012, and you don't know what  
 25 would --

Candace Kunz-Freed

(Page 106)

1 A. That would have been after Mrs. Brunsting  
2 passed away.  
3 Q. Right.  
4 A. The only thing I can surmise is that liquidity,  
5 you know, if they needed cash and didn't want to sell  
6 stock. I don't know.  
7 Q. Okay. I didn't see anything about it in your  
8 notes, so I mean, I see that it was in there that you  
9 received it. It was signed and received, but I don't  
10 see anything about why it was?  
11 A. Requesting it to be prepared?  
12 Q. Right.  
13 MR. SPIELMAN: What's the date on that?  
14 Q. (By Ms. Bayless) February 29, 2012. Okay.  
15 Now at some point in time Amy told you that she had  
16 taken stock, a transfer of stock against her  
17 inheritance, right?  
18 MR. SPIELMAN: Objection, form.  
19 THE WITNESS: I don't know what you are  
20 talking about.  
21 MS. BAYLESS: Okay.  
22 (Exhibit 37 was marked.)  
23 Q. (By Ms. Bayless) I'm going to show you what's  
24 been marked as Exhibit 37 and the Bates Nos. are 2156 to  
25 2158. It's an email stream. It doesn't have a date for

(Page 107)

1 some reason but this was in the documents that were  
2 produced by you. So, if you look at the page that's  
3 Bates No. 2157, it indicates Anita saying here are the  
4 shares of Exxon and Chevron that I took against my  
5 inheritance. See that?  
6 A. No, I'm sorry.  
7 Q. The page that is 2157 up near the top. Just  
8 below that, there.  
9 MR. SPIELMAN: Bobbie, do you have an  
10 extra copy of that?  
11 MS. BAYLESS: You want to look at mine.  
12 MR. SPIELMAN: Just real quick. I believe  
13 your first question was about Amy and now you are  
14 reading something about Anita. I may have heard that  
15 wrong.  
16 Q. (By Ms. Bayless) Okay. I'm talking about  
17 Anita. To the extent I said Amy I meant Anita?  
18 A. Still, my answer was the same.  
19 Q. So you recognize -- do you remember getting  
20 this email that says, here are the shares of Exxon and  
21 Chevron that I took against my inheritance?  
22 MR. REED: It says how?  
23 THE WITNESS: It says how --  
24 MS. BAYLESS: Oh, how.  
25 THE WITNESS: -- are the shares of Exxon

(Page 108)

1 and Chevron that I took against my inheritance reported  
2 on date of death.  
3 Q. (By Ms. Bayless) Sorry. I read that wrong.  
4 It does how. So how were they reported, do you know?  
5 A. She's asking me how they should be reported.  
6 Q. Okay. And was that news to you that she had  
7 taken some shares of stock against her inheritance?  
8 A. It's not anything that I would normally be  
9 involved with, so I don't remember if it was news or  
10 not.  
11 Q. You would not have been involved in the  
12 transfer of shares, you mean?  
13 A. No.  
14 (Exhibit 38 was marked.)  
15 Q. (By Ms. Bayless) All right. I'll show you  
16 what's been marked as Exhibit 38. This is another email  
17 that's Bates No. 2160. And it is from Anita to you. It  
18 talks about info on Exxon and Chevron shares and it's  
19 saying she thinks she made an error in reporting these  
20 on the list of stocks and she talks about her mother  
21 wanting to pay for Luke's first year in college and so  
22 to save on taxes she transferred that amount to her name  
23 in the form of Exxon and Chevron stock and took it  
24 against my inheritance. Do you see that?  
25 A. I do see it that it says that, yes.

(Page 109)

1 Q. When you got that, you didn't try to come up  
2 with whether that's how it had been done or not, right?  
3 A. No.  
4 Q. You were just taking it at face value --  
5 A. Yes.  
6 Q. -- that that's what she had done?  
7 A. Yes.  
8 Q. Because that wasn't something you would have  
9 been involved in?  
10 A. No, it wouldn't.  
11 Q. No, you wouldn't have been involved in it?  
12 A. The only way I would have been involved with  
13 anything with regard to stock is after Nelva died  
14 requesting what was in the trust, survivor's and  
15 decedent's, as of her date of death and preparing an  
16 asset list based on that. That's all I would have done.  
17 Q. So she goes on to say I reported what shares of  
18 stock were remaining in the trust, but I realize that I  
19 should probably add the shares I took out back in, then  
20 when we distribute them, we divide by 5 and then I take  
21 what I took against my inheritance out of my portion and  
22 only take the remainder. See that. Did I read that  
23 right? Better than the last one.  
24 A. Yes.  
25 Q. I didn't see a response to this, so do you know

Candace Kunz-Freed

(Page 110)

1 if you did respond one way or the other?  
2 A. I don't believe it elicited a response. It  
3 just says --  
4 Q. That's how she was going to do it?  
5 A. Yes.  
6 Q. Did you think that would be an appropriate way  
7 to do it?  
8 MR. REED: Objection, form.  
9 THE WITNESS: Typically, if that was --  
10 Q. (By Ms. Bayless) I'm sorry. If that was what?  
11 A. If that's what was done.  
12 Q. Did you ever have any contact with the  
13 temporary administrator when he was acting in this case?  
14 A. No.  
15 Q. Did he ever call you?  
16 A. No.  
17 Q. Asked you for information in any form?  
18 A. Not that I'm aware.  
19 Q. And how about the, there was a master appointed  
20 in the Federal court that Candace filed initially?  
21 A. No.  
22 Q. You didn't talk to him either?  
23 A. No.  
24 Q. Or provide any information?  
25 A. No.

(Page 111)

1 MS. BAYLESS: Pass the witness.  
2 MR. SPIELMAN: All right. Okay.  
3 MS. BAYLESS: You want to come down here.  
4 MR. SPIELMAN: No. Unless anyone has a  
5 problem hearing me, I wouldn't want to recreate this  
6 pile of strangeness as it is.  
7 MS. BAYLESS: The court reporter, you can  
8 hear.  
9 THE COURT REPORTER: Yes.  
10 EXAMINATION  
11 BY MR. SPIELMAN:  
12 Q. Ms. Freed, we've met throughout the course of  
13 your deposition and you understand that I represent Amy  
14 Brunsting in this lawsuit that has been filed by Carl  
15 Brunsting and also the lawsuit that's been filed by  
16 Candace Curtis; correct?  
17 A. That's correct.  
18 Q. Other than in the context of your position  
19 today, you and I have never met before or worked  
20 together on any other projects?  
21 A. Not that I'm aware.  
22 Q. Me either. All right. I want to go back to  
23 the signing process or the process that your firm or the  
24 firm used when a client comes in to sign a document that  
25 has been created. Can you talk to us a little bit more

(Page 112)

1 about that process. How does that work?  
2 A. From the signing appointment.  
3 Q. Correct. How does that signing appointment get  
4 scheduled, first of all?  
5 A. So that would typically go on the calendar and  
6 that's my due date to have the document prepared and  
7 reviewed for that date. And then my assistant would get  
8 it, make the appropriate amount of copies, which was  
9 three. We always sign three originals. One for the  
10 trust binder, one for the originals to go in a fire safe  
11 or safety deposit box, and the law firm would keep a  
12 signed copy or signed original, if you will.  
13 The client would come in for the appointment. They  
14 were given the documents to review prior to the attorney  
15 coming in. If they were complicated documents, wordy,  
16 then that time would be shortened and I would sit down  
17 with the client and go through the document itself, make  
18 sure it said what they wanted it to say and it was  
19 appropriate, they had not changed their mind from the  
20 time they called us and the time the document was  
21 produced.  
22 And then we would get the notary in, sometimes I  
23 would act as a notary, and sign the document three  
24 times.  
25 Q. As far as the documents that we've been talking

(Page 113)

1 about in this case, except for the documents that you  
2 may have gone to Nelva Brunsting's house for, was this  
3 process you just described the process that was followed  
4 with the different trust documents that we have been  
5 talking about in your deposition so far?  
6 A. That's correct.  
7 Q. Specifically that would include what has been  
8 previously marked as Exhibit 2, which is the restatement  
9 of the Brunsting living trust, correct?  
10 A. That restatement was signed when I was not  
11 there. But that would be a normal course. That's how I  
12 was trained.  
13 Q. In preparing for your deposition, did you have  
14 any conversations with any of the folks that were on  
15 staff, as it were, at the time to see if that process  
16 specifically was done with regard to the restatement?  
17 A. I did not.  
18 Q. But by the time we get to Exhibit 5, which was  
19 the qualified beneficiary designation from June of 2010,  
20 the process you described is the one you followed with  
21 respect to Ms. Brunsting?  
22 A. Yes.  
23 Q. Okay. And when you, and the same thing with  
24 Exhibit 6, which is August 2010, the qualified  
25 beneficiary designation, is that correct?

Candace Kunz-Freed

(Page 114)

1 A. Yes.

2 Q. Same process?

3 A. Yes.

4 Q. All right. Now, when you met with Nelva

5 Brunsting about Exhibit 5, did she express any confusion

6 or concern about its terms?

7 A. Not that I'm aware.

8 Q. Okay. And was this a document that Nelva had

9 asked for you to prepare?

10 A. I would assume so. I don't prepare documents

11 unless I'm requested by the client.

12 Q. Same for Exhibit 6?

13 A. Exhibit 6, yes.

14 Q. You had mentioned earlier that there are some

15 things that you look for in a client when they come to

16 do their signing as far as capacity or comprehension.

17 Can you talk to us a little bit, again, what are some of

18 the things you're looking for to make sure that a

19 client, a potential signer, is competent or has the

20 capacity to enter the documents, sign the documents the

21 day they are in your office?

22 A. I typically don't run a battery of tests, if

23 that's what you're asking. I assume that they're fine.

24 But if there has been anything in the conversations that

25 I've had with them or if they are in front of me and

(Page 115)

1 they seem confused or if someone else has brought them

2 in to sign documents, that's usually a red flag or can

3 be. If they are making multiple changes to a document

4 within a short period of time, changing their mind,

5 forgetting, those type things, those are the kinds of

6 things I look for, but it's rather subjective.

7 Q. Okay. Did you see any of those sorts of things

8 or qualities that you just described with respect to

9 Exhibit 5, the June 2010, qualified beneficiary

10 designation?

11 A. No.

12 Q. Okay. What about with respect to Exhibit 6?

13 A. No.

14 Q. So as far as your opinion or your subjective

15 analysis on each of those days, it's your opinion that

16 Nelva Brunsting had the testamentary capacity, the

17 ability to sign those documents of her own free will, of

18 her own sound mind?

19 A. Yes.

20 MR. BAYLESS: Objection, form.

21 MR. SPIELMAN: What is the objection?

22 MR. BAYLESS: You asked for an opinion.

23 Q. (By Mr. Spielman) Okay. Did Ms. Brunsting

24 have testamentary capacity on the day she signed Exhibit

25 5?

(Page 116)

1 MS. BAYLESS: Objection, form.

2 THE WITNESS: To the best of my belief,

3 yes.

4 Q. (By Mr. Spielman) She didn't exhibit any of

5 the signs you described earlier?

6 A. No.

7 Q. Same thing for Exhibit 6?

8 A. Yes.

9 Q. Have you ever had an occasion in the course of

10 your practice to encounter someone who did exhibit some

11 of the signs that you were describing just a minute or

12 two ago?

13 A. Yes.

14 Q. In those situations, what do you do?

15 A. I delve further into what's going on with them.

16 Q. Has there ever been a time where you have

17 called off a signing because of concerns that you have

18 about the potential signer's capacity?

19 A. Yes.

20 Q. Would you ever allow a signing to proceed if

21 you had concerns that were unresolved about someone's

22 capacity?

23 A. No.

24 Q. And you did not have those concerns with

25 Ms. Brunsting with regard to either Exhibit 5 or Exhibit

(Page 117)

1 6?

2 A. No.

3 Q. And is your testimony similar with regard to

4 the concept of what's called undue influence?

5 MR. BAYLESS: Objection, form.

6 THE WITNESS: I had no indication that

7 there was undue influence.

8 Q. (By Mr. Spielman) Okay. So what in your mind

9 constitutes undue influence? What might you be looking

10 for to figure out if there is undue influence?

11 A. Whether the person normally would call me, as a

12 matter of practice versus coming to visit. Whether they

13 came in alone or with someone. If changes that were

14 being made were out of character for an estate plan that

15 has been in place for many years. Those are the types

16 of things that I would look for.

17 Q. Did you see any of those things or have any

18 concerns about those types of things with regards to

19 Exhibit 5, the June 2010 QBD?

20 A. No.

21 Q. And how about with Exhibit 6?

22 A. No.

23 Q. Now, you mentioned just a minute or two ago

24 about the Brunsting siblings sort of being status quo

25 with your experience with other clients, other siblings

Candace Kunz-Freed

(Page 118)

1 of clients, different viewpoints on different things I  
2 think you said?  
3 A. Correct.  
4 Q. So if a sibling, if siblings have different  
5 viewpoints on different things and one sibling or one  
6 group of siblings kind of lobbies their parent to their  
7 position, is that undue influence?  
8 A. No.  
9 Q. You talked about a set of documents with  
10 respect to Carl's daughter. I believe her name is  
11 Marta. Some documents that were prepared that might  
12 have resulted in Marta being written out of the trust.  
13 I may not be phrasing that exactly correctly, but you  
14 know what I'm talking about, yes?  
15 A. Yes, that's correct.  
16 Q. Nelva Brunsting, she did not sign those  
17 documents?  
18 A. That's correct.  
19 Q. In fact, when those documents were presented to  
20 her, she actually said, I need some time to think about  
21 this?  
22 A. That's correct.  
23 Q. Is that consistent in your practice with  
24 someone that is being unduly influenced or someone who  
25 has their own freedom to contemplate and consider their

(Page 119)

1 actions?  
2 MS. BAYLESS: Objection, form.  
3 THE WITNESS: I believe she needed some  
4 more time to think about it and didn't think anything  
5 else other than that.  
6 Q. (By Mr. Spielman) And is that your position  
7 with regard to her execution of Exhibit 5 and Exhibit 6,  
8 that she did so without any outside influence?  
9 MS. BAYLESS: Objection, form.  
10 THE WITNESS: Yes.  
11 Q. (By Ms. Bayless) Certainly you are not aware  
12 of any facts that would suggest outside influence of an  
13 undue nature?  
14 A. No.  
15 Q. And again, like we heard, if there was a  
16 discussion about her resignation as trustee, a sibling  
17 expressing their opinion to their mother about that does  
18 not in and of itself equate to undue influence, correct?  
19 A. Correct.  
20 Q. And part of your process when Nelva came in to  
21 sign that resignation would be to evaluate whether there  
22 was undue influence, correct?  
23 A. That is correct.  
24 Q. Again, did you see any signs, did you see any  
25 facts that would indicate Nelva Brunsting signed the

(Page 120)

1 resignation as a result of someone excerpting undue  
2 influence?  
3 A. No.  
4 Q. Her mind was not over powered by someone else's  
5 influence?  
6 A. No.  
7 MS. BAYLESS: Objection, form.  
8 Q. (By Mr. Spielman) Based on the information you  
9 were aware of?  
10 A. In my opinion at the time.  
11 Q. You had mentioned a few times throughout your  
12 deposition that there were some occasions during a  
13 follow-up call or a follow-up communication with Nelva  
14 that she might not have specific recollection of a prior  
15 document or a prior set of changes. Do you remember  
16 those?  
17 A. Yes.  
18 Q. And I believe in some of your file notes there  
19 are indications that when those events occurred, you  
20 would reexplain to Ms. Brunsting the documents had just  
21 been signed or recently had been signed, you would  
22 refresh her memory of those documents, correct?  
23 A. Correct.  
24 Q. Is that what you would do every time a  
25 situation like this arose?

(Page 121)

1 A. That's what I would do.  
2 Q. Whether it's reflected in your notes or not,  
3 whether there was an event that Mrs. Brunsting couldn't  
4 recall about a prior document or not, if that was  
5 brought up to you, you would reexplain the document to  
6 Mrs. Brunsting, correct?  
7 A. Yes.  
8 Q. During any of those times when you reexplained  
9 it to Ms. Brunsting, did she ever at the conclusion of  
10 your explanation then say, oh, I wish I hadn't done  
11 that?  
12 A. No.  
13 Q. Did she express any regret about making the  
14 change or signing the document you had reexplained to  
15 her?  
16 A. No.  
17 Q. Did she ever express a wish or a desire to  
18 undue the change or cancel out the document that you  
19 were refreshing her memory about?  
20 A. No.  
21 Q. In those conversation you had with her, did she  
22 ever express to you, you know I would have never signed  
23 that if so and so wasn't influencing me to do so?  
24 A. No.  
25 Q. So even in those conversations that you had

Candace Kunz-Freed

(Page 122)

1 with her after the execution date, after that signing  
2 appointment, you still acquired no information from her  
3 that would suggest that she was being unduly influenced  
4 or forced to sign or make any of the changes?

5 MS. BAYLESS: Hang on just a second. Say  
6 that again.

7 MR. SPIELMAN: I don't think there is a  
8 chance. Maybe the court reporter can read that back.

9 COURT REPORTER READBACK: Question: So  
10 even in those conversations you had with her after the  
11 execution date, after that signing appointment, you  
12 still acquired no information from her that would  
13 suggest that she was being unduly influenced or forced  
14 to sign or make any of the changes?

15 MS. BAYLESS: Okay. Objection, form.

16 THE WITNESS: No.

17 MR. SPIELMAN: What's the objection?

18 MS. BAYLESS: It's just such a broad --  
19 you are asking multiple questions. It's also ambiguous.  
20 I don't know whether you are asking about, what document  
21 you are asking about that she signed or didn't sign or  
22 what encounter.

23 Q. (By Mr. Spielman) Well, your file notes aren't  
24 always clear as to which set of documents Ms. Brunsting  
25 may have been needing reminding of, fair to say?

(Page 123)

1 A. That would be a fair statement.

2 Q. So again, in that context we can, we have  
3 established that at least some of the documents on some  
4 occasions needed to be refreshed or redescribed to Ms.  
5 Brunsting, correct?

6 A. Correct.

7 Q. Okay. Whatever documents those were on  
8 whatever times she needed to have them reexplained to  
9 her, did she ever express regret about the actions that  
10 she took in signing those documents?

11 A. No.

12 MR. BAYLESS: Objection, form.

13 Q. (By Mr. Spielman) And same set of questions  
14 you asked in the context of the fact that we just can't  
15 specifically identify document to document which ones  
16 she needed to have her mind refreshed about?

17 A. Are you asking me --

18 MR. BAYLESS: Objection, form.

19 Q. (By Mr. Spielman) Is your earlier testimony  
20 consistent?

21 A. My earlier testimony would be consistent.

22 Q. Now specifically, do you have a specific  
23 recollection of ever having to redescribe to  
24 Ms. Brunsting the August 2010 qualified beneficiary  
25 designation?

(Page 124)

1 A. Not specifically, no.

2 Q. Okay. So either that wasn't one of them or you  
3 don't recall if that was one of them?

4 A. I don't recall other than -- let me check  
5 something here, see what the changes were made to  
6 specifically that document. It may ring a bell based on  
7 what changes were made. Yes, actually she did. I did  
8 reiterate to her that we already took care of Carl's  
9 issues with encephalitis.

10 Q. Okay. And those are the issues that lead to  
11 Exhibit 6, part of which was to have Amy and Anita serve  
12 as the trustees of Carl's personal asset trust once it  
13 would be formed?

14 A. Correct.

15 Q. And that's the same document, by the way, that  
16 sort of establishes the same protocol for Candace  
17 Curtis, right, that Amy and Anita would be the executors  
18 of the personal asset trust for Candace Curtis once it  
19 was formed?

20 A. The co-trustees, yes.

21 Q. Do you have a recollection as to the decision  
22 behind making Amy and Anita the co-trustees of  
23 Ms. Curtis' trust?

24 A. Vaguely.

25 Q. Okay. Can you share for us what you do

(Page 125)

1 remember about that?

2 A. I believe it had to do with concerns about the  
3 other irrevocable trust, that when gifting was done,  
4 wanting to exercise the Crummey right to withdraw the  
5 gift that paid for a life insurance policy and the  
6 borrowing of money.

7 Q. Okay. Help me understand that a little bit  
8 better because you lost me.

9 A. Okay. There was an irrevocable life insurance  
10 trust that owned a life insurance policy on the life of  
11 Elmer and Nelva, probably a second to die policy. Elmer  
12 was to deceased. The premium still had to be paid. A  
13 gift was made to that trust each year for the premium  
14 payments by Mrs. Brunsting. Every time a gift was made,  
15 the Crummey letters had to go out to each beneficiary  
16 saying a gift was made, you have 30 days to exercise  
17 your right to withdraw the gift, your portion, or you  
18 forfeit or you waive it by signing. The premium, I  
19 mean, the gift was used to make the premium payment to  
20 the life insurance policy. When the life insurance  
21 policy pays out, the benefit is exponential because it's  
22 a life insurance policy and it was divided up into five.  
23 There was a discussion at some point, I don't recall the  
24 time frame, about Candy wanting her gift, the cash.

25 Q. From the life insurance?



**Candace Kunz-Freed**

(Page 126)

1 A. That was being used to pay the premium, then  
2 everybody would have to cough up or more of a gift would  
3 have to be made in order to pay for the life insurance  
4 premium to continue the policy.

5 Q. That so issue motivated your recollection,  
6 Nelva's decision to take Candy out of control,  
7 Ms. Curtis out of control of her own personal asset  
8 trust?

9 A. There was concern about her ability to manage  
10 the financial stuff and deal with the financial part.

11 Q. And these were Nelva's concerns?

12 A. As I can recall, yes. She was not in charge of  
13 that trust though.

14 Q. Were there any other issues discussed with  
15 respect to Ms. Curtis and her personal circumstances, a  
16 divorce or a break up with her husband, anything like  
17 that as a motivating factor for the changes that were  
18 put in place, anything like that you can recall?

19 A. Yes. It seems like, I didn't realize that  
20 Candy was adopted, so I believe that information to me  
21 came from Mrs. Brunsting in a meeting, that she was  
22 adopted. That she had -- I don't know what had to do  
23 anything, because for me it's irrelevant. But she made  
24 it a point to let me know that and that she had followed  
25 somebody out to California, was married, got divorced,

(Page 127)

1 some guy left her high and dry. So that's all I can  
2 recall.

3 Q. And that just fit within the overall concern  
4 that Nelva was expressing about Ms. Curtis' ability to  
5 manage her own finances?

6 A. Yes.

7 Q. Okay. So other than Carl's encephalitis, his  
8 sickness, were there any other motivating factors that  
9 you can recall as to why Carl was removed as his own  
10 trustee and Amy and Anita were replaced in that position  
11 instead?

12 A. No.

13 Q. Any issues about the discussion that was had a  
14 little earlier about the potential of a divorce or  
15 something like that? Some kind of discord in the  
16 relationship between Carl and his wife, Drina?

17 A. I don't know that I believe that was an issue.

18 Q. Okay. So if that was a factor for Nelva, that  
19 wasn't something you were aware of?

20 A. No.

21 Q. Now, you heard earlier in your deposition that  
22 there's been some question about the authenticity of  
23 Mrs. Brunsting's signature on some of these trust  
24 documents. Do you recall that?

25 A. Yes, I do.

(Page 128)

1 Q. And you've talked to us a little bit about the  
2 process to where there would be three original signed  
3 and you answered to the questions that that might  
4 account for some discrepancies from signature to  
5 signature and copy to copy. Do you remember that?

6 A. Yes.

7 Q. Can you flip for me to Exhibit 2 please?

8 A. The restatement?

9 Q. Yes. Are you there?

10 A. Yes, sir.

11 Q. To the last page where the signature pages are  
12 or the last pages where there are signatures. There are  
13 several of them.

14 A. 14-6.

15 Q. Yes, that's a good one. Based on your  
16 experiences with Mrs. Brunsting, the times she would  
17 come in and sign documents, both that you drafted and  
18 that you served as the notary for, do you recognize that  
19 signature as being Mrs. Brunsting to the best of your  
20 ability to evaluate?

21 A. I was not there in '05, but comparatively it  
22 appears to be her signature. I wouldn't question the  
23 signature or the authenticity of it.

24 Q. And since that time have you heard other than  
25 the allegations that are being made, have you come into

(Page 129)

1 possession of any facts or evidence that would suggest  
2 that this is a forged signature?

3 A. No.

4 Q. No is your answer, no?

5 A. No.

6 Q. If I were to ask you those same exact questions  
7 with regard to Exhibit 5, which is the June 2010, QBD,  
8 qualified beneficiary designation, would your answers be  
9 the same?

10 A. Yes, they would be the same.

11 Q. What about with Exhibit 6?

12 A. They would be the same.

13 Q. So Exhibit 8 is two documents, the resignation  
14 and acceptance. With respect to the resignation that  
15 are part of Exhibit 8, would your testimony be the same?

16 A. Yes.

17 Q. We talked about in your deposition that even  
18 though the firm for a period of time was called Vacek  
19 and Freed, you were never actually a partner of that law  
20 firm?

21 A. That is correct.

22 Q. Do you know why your name was put on the  
23 letterhead, so to speak, in that way?

24 A. For recognition for the firm.

25 Q. Sort of consistent with the fact that you were

Candace Kunz-Freed

(Page 130)

1 running the administration part of the business?  
 2 A. The estate administration, yes.  
 3 Q. All right. You went through a lot of your  
 4 schooling and qualifications and the history of your  
 5 entry into this probate and trust area of practice. I  
 6 don't recall if we talked about whether you had given  
 7 any, have given any lecture in that capacity, any types  
 8 of presentations?  
 9 A. Prior to this?  
 10 Q. Throughout the course of, throughout the course  
 11 of your career as a lawyer, have you given, have you  
 12 been a lecturer or given presentations on probate  
 13 matters?  
 14 A. To?  
 15 Q. To other, as a CLE presentation or something  
 16 like that?  
 17 A. No.  
 18 Q. Have you given any type of presentations other  
 19 than say, for example, talking to church groups or  
 20 similar organizations for purposes of explaining the  
 21 process for anyone who might be interested in getting a  
 22 will or trust or any thing like that?  
 23 A. No.  
 24 Q. And I think you may have actually answered this  
 25 question. To your knowledge, have any of the trust

(Page 131)

1 documents that you've drafted ever been subject to  
 2 litigation with regards to enforcement or  
 3 enforceability?  
 4 A. No.  
 5 Q. So with respect to issues such as some of the  
 6 ones that are pending in this lawsuit, a no contest was  
 7 drafted but it's not enforceable, things of that nature,  
 8 that's never come up in your practice where a no contest  
 9 has been challenged in a litigation context?  
 10 A. No.  
 11 Q. During the times that you met with Nelva,  
 12 particularly with respect to Exhibit 6, which has some  
 13 no contest provisions in it, was there any specific  
 14 discussion between you and Nelva as to why the no  
 15 contest clauses were or provisions were being included?  
 16 A. I don't recall.  
 17 Q. Is this one of the things that you would have  
 18 explained to her during this signing meeting, the  
 19 signature meeting?  
 20 A. On this particular document, I don't know if I  
 21 would have or not. It's a voluminous document, so.  
 22 Q. Okay. If you can look at page 3-1 of Exhibit 2  
 23 please.  
 24 A. That's the restatement.  
 25 Q. Yes.

(Page 132)

1 A. 3-2. So that's page 2 of Article 3.  
 2 Q. I'm sorry. 3-1 of Article 3. It's Section B,  
 3 which is labeled we may amend our trust.  
 4 A. Okay.  
 5 Q. Okay. One of the allegations in this lawsuit  
 6 is that one of the reasons that the two qualified  
 7 beneficiary designations we have been talking about,  
 8 that's Exhibit 5 and Exhibit 6, one of the reasons those  
 9 documents are invalid or should not be enforced is  
 10 because they were executed after the death of Elmer  
 11 Brunsting and that amendments like those could not be  
 12 made after Elmer Brunsting's death. Are you aware that  
 13 that is an issue in this lawsuit?  
 14 A. I'm aware that has been raised, yes.  
 15 Q. Okay. One of the section of Exhibit 2, which  
 16 is reference in support of that argument for that  
 17 position is this Section B, we may amend our trust where  
 18 it says, well, it's Section B of that. Can you take a  
 19 second to look at Section B?  
 20 A. Yes, I see it.  
 21 Q. You're aware of its terms and its content?  
 22 A. Correct.  
 23 Q. All right. Explain to me -- well, do you agree  
 24 or disagree with the idea that the June, 2010 QBD is  
 25 invalid or unenforceable because of this Section B?

(Page 133)

1 A. No.  
 2 Q. Tell me why?  
 3 A. Because the living trust cannot be amended  
 4 unless it's by both parties. Upon the death of the  
 5 first grantor, you end up with a survivor's trust and a  
 6 decedent's trust. The survivor's trust is fully  
 7 amendable and fully revokable by the surviving grantor  
 8 at all time. The decedent's trust can be modified by  
 9 qualified beneficiary designation as it states here.  
 10 Q. Okay. So the difference, and is your answer  
 11 the same for Exhibit 6, the August, 2010 QBD?  
 12 A. Yes.  
 13 Q. So do I understand correctly then that the  
 14 difference between this language in Section B and the  
 15 actions taken in those two qualified beneficiary  
 16 designations is because those qualified beneficiary  
 17 designations were taken in the context of the decedent's  
 18 trust and the survivor's trust?  
 19 A. Correct.  
 20 Q. Thank you.  
 21 A. May I make -- I think this may be helpful.  
 22 Q. If your answer is not finished, certainly, go  
 23 ahead.  
 24 MR. REED: We will see how helpful.  
 25 MS. BAYLESS: Then we will all raise an

Candace Kunz-Freed

(Page 134)

1 objection.  
2 THE WITNESS: So the qualified beneficiary  
3 designation is a QBD and its also an exercise of  
4 testamentary power of appointment which is granted in  
5 the trust as well. So it is two functions in one  
6 document. One applies to one trust and the other  
7 applies to the other trust.

8 Q. (By Mr. Spielman) So the title of both the  
9 June document and the August document, we can look to  
10 two different parts of the rules for the decedent's  
11 trust and the survivor's trust to understand why those  
12 documents are valid at least in terms of the content of  
13 the restated trust?

14 A. Correct.

15 MR. REED: I don't know if that was  
16 helpful or not.

17 THE WITNESS: I don't know if that was  
18 helpful or not.

19 MR. BAYLESS: Obviously none of us do  
20 either because we haven't commented.

21 MR. SPIELMAN: Oh, I do. That was exactly  
22 helpful.

23 Q. (By Mr. Spielman) You were answering some  
24 questions earlier about a promissory note from one trust  
25 to the other. Do you remember that?

(Page 135)

1 A. I remember being asked about it, yes.

2 Q. And then earlier today I think it was that you  
3 mentioned that the process for loaning money to one of  
4 the children would be, to also have a promissory note?

5 A. Yes.

6 Q. To your recollection, did your firm ever draft,  
7 did the firm draft any promissory notes along those  
8 lines to document loans from Nelva or from the trust to  
9 a child, to a sibling?

10 A. I seem to recall a \$20,000 something being  
11 drafted. I don't remember to which child it was right  
12 off the top of my head.

13 Q. Would it have been in the firm's practice to  
14 have kept a document like that in its file once  
15 executed?

16 A. If executed, yes.

17 Q. Now one thing I think I guess I didn't  
18 understand when this whole process started was the  
19 difference between you, Candace Freed as a former  
20 employee and a non-partner of Vacek and Freed and what  
21 we learned in the course of your deposition, so if we  
22 wanted documents like a promissory notes or other filed  
23 material from Vacek and Freed, the business entity, who  
24 would we have to ask for those documents from? Would  
25 that be Al Vacek or his wife?

(Page 136)

1 MR. REED: Let me just answer that for  
2 you. You have received every document that the firm in  
3 present, past, or whatever condition as related to the  
4 Brunsting estate or family or whatever, so you got  
5 everything.

6 Q. (By Mr. Spielman) Perfect. That helps.

7 MR. REED: I do not want to respond to  
8 some unnecessary discovery.

9 MR. SPIELMAN: No, I don't want to write  
10 any.

11 Q. (By Mr. Spielman) I believe, you don't have to  
12 turn to it, but Exhibit 35, I believe, was marked as the  
13 fee agreement between Anita and Amy and Vacek and Freed  
14 regarding Amy and Anita being taken on as clients, as  
15 co-trustees of the living trust. Do you remember that  
16 document?

17 A. Yes.

18 Q. Okay. Can you tell me how it came to pass that  
19 that fee agreement was prepared?

20 A. Nelva died.

21 Q. So Nelva died and that required what?

22 A. Me engaging and acknowledging who my clients  
23 were. Anita was the trustee, but when Nelva died, Amy  
24 and Anita became co-trustees.

25 Q. Okay. So did you reach out to them to say, hey

(Page 137)

1 we need this fee agreement or did they reach out to you,  
2 hey, isn't Amy supposed to come on as co-trustee now?

3 A. I think they called me to let me know Nelva had  
4 passed away and that prompted the new fee agreement,  
5 because I had to establish who the clients were at that  
6 time and who I was representing.

7 MR. SPIELMAN: Okay. Does anyone remember  
8 which number we are on?

9 MS. BAYLESS: I can tell you. The court  
10 reporter can tell you.

11 THE COURT REPORTER: 39.

12 MR. SPIELMAN: Can we mark these documents  
13 as Exhibit 39, Vacek & Freed, 2117 through 2121.

14 (Exhibit 39 was marked.)

15 Q. (By Mr. Spielman) There are four pages. They  
16 look to be emails or part of an email string. Can you  
17 look at that and let me know when you've had a chance to  
18 glance that over.

19 A. Oh, my. There's a lot here.

20 Q. Right. And specifically I would like to try to  
21 ask you some questions about the part of the document  
22 that starts towards the bottom of 2119, where there is a  
23 notation that says Candace Curtis wrote Dear Anita. Do  
24 you see what I'm talking about at the bottom of 2119?

25 A. Yes.

Candace Kunz-Freed

(Page 138)

1 Q. You had mentioned before you had been copied on  
2 some emails, perhaps too many than you wish to see?  
3 A. Yes.  
4 Q. Do you recognize this as one such email?  
5 A. Yes.  
6 Q. And do you recognize this to be an email that  
7 at least appears to have been written by Candace Curtis  
8 to her sister Anita?  
9 A. Yes.  
10 Q. Okay. Do you remember receiving this email?  
11 A. It's one of the many, yes.  
12 Q. Do you recall having any initial impressions  
13 upon receiving and reviewing this email?  
14 A. Yes.  
15 Q. Okay. What were some of your initial  
16 impressions?  
17 A. She's not my client and what it says is  
18 irrelevant to me.  
19 Q. Okay. On the last page of it, 2121, if you go  
20 down about ten lines, you can see a phrase that say so,  
21 and then all caps, where is my money question mark?  
22 A. Yes.  
23 Q. And then it goes on to talk about insurance  
24 trust documents and forms about insurance. Is this  
25 similar to what you were explaining to me earlier about

(Page 139)

1 the concerns over Candace having control of her own  
2 money or her personal asset trust, that she was just  
3 looking for her money regardless?  
4 A. It's indicative, yes.  
5 Q. And you've seen earlier in that email where  
6 there's references to Ms. Curtis writing things like,  
7 referring to things in context of being a fake ass  
8 qualified beneficiary designation. Did you see that?  
9 A. Yes.  
10 Q. And other references to actions being evidence  
11 of moral turpitude, misfeasance, and mal intent, written  
12 as two separate words?  
13 A. Yes.  
14 Q. When you were talking with Mr. Mendel earlier,  
15 you mentioned how trust litigation can be ground to a  
16 halt or trust administration can be ground to a halt  
17 through litigation. Is the type of commentary made by  
18 Ms. Curtis in an email like this equally hampering also  
19 to the administration process?  
20 A. Yes.  
21 Q. And so to the extent that distributions and the  
22 settlement of the trust and the settlement of the estate  
23 had not been completed by January 23rd of 2012 when  
24 these emails appeared to have been written, does it  
25 surprise you at all to learn that within one month of

(Page 140)

1 this email Ms. Curtis had initiated her Federal court  
2 lawsuit?  
3 A. No.  
4 Q. Is it surprising to you this email exchange  
5 questioning why the estate hadn't been completed or  
6 fully administered or the trust hadn't been fully  
7 processed was written, what, approximately two months  
8 after Nelva passed away?  
9 A. Did it surprise me?  
10 Q. Yes.  
11 A. That somebody would --  
12 Q. That somebody would have as -- somebody write  
13 an email like that with the belief that two months was a  
14 reasonable amount of time to do all of the steps you  
15 talked about in your deposition with regard to an estate  
16 and a trust like this?  
17 A. It would be unreasonable for someone to have to  
18 do all of that within that short of time.  
19 Q. So it would be unreasonable to have that  
20 expectation of a trustee or co-trustees, correct?  
21 A. In my opinion, yes.  
22 Q. And it would make the process even more  
23 difficult and slow it down if this is the attitude being  
24 conveyed in an email, correct?  
25 A. I would imagine it would, yes.

(Page 141)

1 Q. In your experience?  
2 A. Yes.  
3 Q. And that leads to the fact that once the  
4 litigation gets filed a month after this email as you  
5 said earlier in your deposition, the process grinds to a  
6 halt?  
7 A. Absolutely.  
8 Q. And so the fact we are still involved in this  
9 litigation now seven years later falls within the ground  
10 to a halt concept you were talking about?  
11 MR. BAYLESS: Objection, form.  
12 THE WITNESS: Indicative, yes.  
13 Q. (By Mr. Spielman) By the way, is there  
14 anything in your opinion that would make the qualified  
15 beneficiary designations we have been talking about rise  
16 to the level of being fake ass?  
17 A. I'm not sure I know what that is.  
18 MS. BAYLESS: Objection, form.  
19 Q. (By Mr. Spielman) But you've explained earlier  
20 why the two qualified beneficiary designations aren't in  
21 violation of the restated trust?  
22 MR. BAYLESS: Objection.  
23 THE WITNESS: Yes.  
24 Q. (By Mr. Spielman) One last question about that  
25 email from Candace Curtis. If that was the type of

Candace Kunz-Freed

(Page 142)

1 email that you were receiving from a client of yours,  
2 the potential signer of a probate document or a trust or  
3 a trust document or any document that you were drafting,  
4 is that the kind of behavior that you think would be  
5 irrational to the extent that you would be concerned  
6 about capacity or issues like that?

7 A. Yes.

8 Q. And now throughout your deposition, some of the  
9 lawyers and some of the parties that have asked you  
10 questions have used the word capacity and some have used  
11 the word testamentary capacity. Do you recognize the  
12 distinction between those two terms?

13 A. Yes.

14 Q. Can you explain for the jury what testamentary  
15 capacity is?

16 A. The ability to know who your bounty is, what  
17 you're doing with it, and how you want to get it there.  
18 That's testamentary.

19 Q. And is there a particular moment in time when  
20 testamentary capacity needs to be determined?

21 A. At the moment that they are making or signing  
22 the document, like a will.

23 Q. So we can apply everything you just said to  
24 your earlier testimony about Ms. Brunsting having  
25 testamentary capacity at the time she executed the

(Page 143)

1 various documents that we're talking about today?

2 A. Yes.

3 Q. And that's not inconsistent with the idea that  
4 a person might have testamentary capacity on one day but  
5 not have it on some other day?

6 A. That's correct.

7 Q. The concept of, I think the courts call it --

8 A. Lucid moment.

9 Q. Lucid moment.

10 A. Sorry.

11 Q. Correct. And in fact we've even heard about  
12 even Mr. Brunsting, Carl, himself, has had these moments  
13 of lucid intervals, versus il -- lucid, opposite of  
14 lucid intervals. You're aware of those descriptions,  
15 correct?

16 A. I'm not sure what you're referring to. I'm  
17 sorry.

18 Q. So you understand that in addition to being a  
19 witness in this case, the Vacek & Freed law firm and, I  
20 think, yourself individually are litigants in a lawsuit  
21 originally filed by Carl Brunsting?

22 A. We were.

23 Q. And Carl Brunsting gave a deposition in that  
24 case?

25 A. Yes.

(Page 144)

1 Q. And subsequent to that deposition, it has been  
2 suggested because of the pressure of that situation  
3 Mr. Brunsting was not lucid or not competent to give the  
4 testimony that he gave that day?

5 A. I'm aware of that has been --

6 Q. That's the position taken?

7 A. -- the position taken, yes.

8 Q. To your knowledge, Mr. Brunsting has not been  
9 declared incompetent all day, every day. It's just  
10 these moments of stress or pressure that trigger his  
11 encephalitis condition, to your understanding?

12 A. That's what position has been conveyed to me,  
13 yes.

14 Q. And that's consistent with what you had heard  
15 from Nelva Brunsting during the course of Carl's  
16 illnesses, that pressures and stressors can exacerbate  
17 his condition?

18 A. I don't know that we ever went that far.

19 Q. I apologize if I misunderstood. I thought I  
20 had understood from the questioning from Ms. Bayless,  
21 one of the reasons Carl was not a participant in the  
22 call with the other siblings was because the  
23 encephalitis might have been exacerbated by the  
24 pressures of a discussion like that? Did I not  
25 understand that correctly?

(Page 145)

1 A. Yes, I think that supposition was made.

2 Q. All right. So I might have just taken that a  
3 little bit too far in trying to draw the parallel. I  
4 apologize if I did that. But that was the reason why  
5 Nelva made the decision not to include Carl in the  
6 conversations you were talking about with Ms. Bayless  
7 earlier today?

8 MR. BAYLESS: Objection, form.

9 THE WITNESS: That was my impression, yes.

10 Q. (By Mr. Spielman) Ms. Bayless had made a  
11 couple of references throughout the questioning, a  
12 couple of comments about a scheme or a plan B or  
13 something along the lines of taking action to take Nelva  
14 out of her role as trustee. Do you remember those  
15 references?

16 A. Yes.

17 Q. Are you aware of any sort of scheme or plan B  
18 by Amy or Anita?

19 A. No.

20 MR. BAYLESS: Objection, form.

21 Q. (By Mr. Spielman) Were you involved in any  
22 sort of plan or scheme to remove Nelva against her will  
23 from her position as trustee?

24 A. No.

25 Q. Now these questions seem to come up in the

Candace Kunz-Freed

(Page 146)

1 context of the different emails and conversations that  
 2 were had about some of the cloudiness or the concerns  
 3 about writing checks and things of that nature that we  
 4 discussed earlier in your deposition, right?  
 5 MR. BAYLESS: Objection, form.  
 6 THE WITNESS: I'm not sure. I'm sorry.  
 7 You lost me on that one.  
 8 Q. (By Mr. Spielman) All right. So earlier in  
 9 your deposition you were answering some questions about  
 10 sort of the evolution of a concern about Ms. Brunsting  
 11 that you had expressed and potential changing of the  
 12 trustee status where she would resign and someone would  
 13 take over. You remember that part of your deposition?  
 14 A. Yes.  
 15 Q. And one of the suggestions that you made that I  
 16 think Carole Brunsting made was, that Mom should be,  
 17 Nelva Brunsting should be examined by a doctor before  
 18 any of those type of steps were taken?  
 19 A. Yes.  
 20 Q. At least that was your opinion?  
 21 A. Yes, it was my opinion.  
 22 Q. Maybe it wasn't Carole Brunsting's position,  
 23 but it was at least yours?  
 24 A. Yes.  
 25 Q. And in your opinion you saw the family, at the

(Page 147)

1 very least, Amy and Anita, reacting to that  
 2 recommendation, correct?  
 3 A. Yes.  
 4 Q. Amy, we saw the emails, Amy took mom to the  
 5 doctor?  
 6 A. Yes.  
 7 Q. And reported back?  
 8 A. Yes.  
 9 Q. And then Anita, in fact, wrote, Do we need to  
 10 go to another doctor?  
 11 A. No. I mean yes, she may have written that, but  
 12 I don't think I said that she needed to go.  
 13 Q. Right. She brought up that topic?  
 14 A. Yes.  
 15 Q. And in that same email that you have talked  
 16 about, I don't have the number in front of me, but  
 17 Ms. Bayless read it to you about, there was a sentence,  
 18 so we don't necessarily have to get her declared  
 19 completely mentally incompetent, which she isn't, but  
 20 just not capable of handling the trustee's duties? You  
 21 remember that?  
 22 A. Yes.  
 23 Q. Did that give you the impression combined with  
 24 taking Mom to the doctor of a plan or a scheme to remove  
 25 Nelva from her trustee position against her will?

(Page 148)

1 MS. BAYLESS: Objection, form.  
 2 THE WITNESS: No.  
 3 Q. (By Mr. Spielman) Did that strike you as  
 4 something that you might expect the daughters or  
 5 children of an elderly parent to do?  
 6 A. Yes.  
 7 MR. BAYLESS: Objection, form.  
 8 Q. (By Mr. Spielman) Is that consistent with  
 9 experience of your, with some of your other clients or  
 10 the children of some of your other clients?  
 11 MS. BAYLESS: Objection, form.  
 12 THE WITNESS: Yes.  
 13 Q. (By Mr. Spielman) So not every time that a  
 14 sibling takes a parent for a mental evaluation or  
 15 suggest that they resign due to concerns about managing  
 16 finances, does that mean that there is a plan or a  
 17 scheme of improper means afoot?  
 18 A. No. No, of course not.  
 19 Q. And would you say that happens more frequently  
 20 than not? That there has to be some coordination to  
 21 this process out of dignity and respect for this elderly  
 22 parent?  
 23 MR. BAYLESS: Objection, form.  
 24 THE WITNESS: Absolutely.  
 25 Q. (By Mr. Spielman) And did I understand you

(Page 149)

1 correct, did I understand correctly that you said that  
 2 when you went to Nelva's house for purposes of having  
 3 her sign the resignation of trustee that Carl was there?  
 4 A. Yes.  
 5 Q. And then you also said that Amy was there and  
 6 Anita was there?  
 7 A. Yes.  
 8 Q. Are you certain that the three of them were  
 9 there?  
 10 A. I'm almost positive, but I could be mistaken.  
 11 Q. What about Carole Brunsting?  
 12 A. I thought she was there as well.  
 13 MS. CAROLE BRUNSTING: I was not there. I  
 14 didn't even know about the meeting or what was going on  
 15 there.  
 16 Q. (By Mr. Spielman) Of the children that were  
 17 there, did any of them object to Nelva signing the  
 18 resignation that day?  
 19 A. Not that I'm aware.  
 20 Q. What about Carl? Did he express any concerns  
 21 or any reservations to you while he was in the house  
 22 that day that his mom was signing the resignation?  
 23 What's going on? What are you doing? Don't do this?  
 24 A. I never saw Carl.  
 25 Q. You just knew he was there?

Candace Kunz-Freed

(Page 150)

1 A. It was my understanding that he was.  
 2 Q. Okay. Fair enough.  
 3 MR. REED: When you get to a spot, can we  
 4 take a break?  
 5 MR. SPIELMAN: Yes. Let's take a break.  
 6 That might allow me to get organized and figure how far  
 7 off my outline I am.  
 8 (Off the record.)  
 9 (Short recess.)  
 10 (Back on the record.)  
 11 MR. SPIELMAN: Let's go back on and I'm  
 12 going to try and finish this up and do what I need to  
 13 do.  
 14 Q. (By Mr. Spielman) We are back from a quick  
 15 break and are you ready to continue?  
 16 A. I am ready to continue.  
 17 Q. Thank you for your time. I know this has been  
 18 a long slot and I appreciate it.  
 19 A. Thank you.  
 20 Q. Okay. Going back to the meetings you would  
 21 have had with Nelva, throughout the course of the  
 22 relationship that you had with her as her attorney, as a  
 23 drafter of the different documents that we are talking  
 24 about in this case, most of which you have identified as  
 25 exhibits to your deposition, you have talked to us a lot

(Page 151)

1 about the things that you would say to a client like  
 2 Nelva. Are there any sort of things that you would be  
 3 looking for out of the client say from a non-verbal  
 4 perspective to see if they are understanding what you  
 5 are saying?  
 6 A. Sure.  
 7 Q. Okay. Explain those to us?  
 8 A. Well, if you're explaining something to them  
 9 and they get a blank look on their face or get irritated  
 10 or frustrated, if they keep asking the same question  
 11 over and over again, you know, those kind of things  
 12 would, I would pick up on typically.  
 13 Q. What about asking questions in general?  
 14 A. Maybe. It just depends on the context and what  
 15 we are discussing. I encourage an open relation with my  
 16 clients. If they are forthright and forthcoming with me  
 17 about what's going on, that's the only way I can help  
 18 them.  
 19 Q. That's your general approach to these types of  
 20 meetings?  
 21 A. Yes.  
 22 Q. Now specific to Nelva, did she exhibit or fail  
 23 to exhibit any of these qualities that you are talking  
 24 about, these non-verbal signals that give you the  
 25 impression that the client understands what is being

(Page 152)

1 explained to them. Did she exhibit any of these  
 2 non-verbals that would indicate that she did not  
 3 understand?  
 4 MR. BAYLESS: Objection, form.  
 5 THE WITNESS: No.  
 6 Q. (By Mr. Spielman) And is that the same, if we  
 7 went through each document she signed that you were a  
 8 part of, would your answer be the same?  
 9 MR. BAYLESS: Objection, form.  
 10 THE WITNESS: Yes.  
 11 Q. (By Mr. Spielman) We talked about, a lot about  
 12 your impressions about Nelva's capacity on the day that  
 13 she signed Exhibit 5 and on the day she signed Exhibit  
 14 6. With regard to any of the other documents that Nelva  
 15 signed, that you were present for when she signed them,  
 16 did you ever have any issues in your mind's eye with  
 17 Nelva's testamentary capacity?  
 18 A. No.  
 19 MR. BAYLESS: Objection, form.  
 20 Q. (By Mr. Spielman) And again, that's your own  
 21 point, some of that is subjective to your own knowledge  
 22 and based on your observations?  
 23 A. Yes.  
 24 Q. Certainly no one ever came to you with  
 25 something non-subjective to suggest that Nelva lack

(Page 153)

1 testamentary capacity on the day she met with you.  
 2 That's correct?  
 3 MR. BAYLESS: Objection, form.  
 4 THE WITNESS: That would be correct. No  
 5 one had come to me on the day that she signed the  
 6 document that she did not have capacity.  
 7 Q. (By Mr. Spielman) Maybe concerns were  
 8 expressed by someone after the fact, but not on the day?  
 9 A. No.  
 10 MS. CAROLE BRUNSTING: How would we to  
 11 know? We weren't informed.  
 12 Q. (By Ms. Spielman) Are you aware of any plans  
 13 or schemes, do you have any evidence of plans or schemes  
 14 against Nelva beyond just the ones we talked about,  
 15 there being no evidence of regarding her resignation?  
 16 MR. BAYLESS: Objection, form.  
 17 THE WITNESS: No.  
 18 Q. (By Mr. Spielman) Did you see any effort to  
 19 rob Nelva or deprive Nelva of the means to support  
 20 herself through the trust?  
 21 A. No.  
 22 Q. Did you see any evidence of anyone actually  
 23 trying to pull the wool over the eyes of any of their  
 24 siblings in terms of the amount or the type of  
 25 distribution they would receive?

Candace Kunz-Freed

(Page 154)

1 A. No.

2 MR. BAYLESS: Objection, form.

3 Q. (By Mr. Spielman) Was it always Nelva's intent

4 that, and Elmer's, as far as you could tell from the

5 documents, that the estate after both of them had died,

6 would be distributed equally one fifth to each sibling,

7 correct?

8 A. That never changed.

9 Q. And it was not anything that Nelva wanted to

10 change in your experience with her?

11 A. No.

12 Q. That was not anything Amy wanted to change in

13 your experience with her?

14 A. No.

15 Q. That was nothing that Anita wanted to change in

16 your experience with her?

17 A. No.

18 Q. And the only thing that you're aware of that

19 could make the one fifth distribution change would be

20 the violation of the no contest provisions by one of the

21 sibling; is that correct?

22 MR. BAYLESS: Objection, form.

23 THE WITNESS: I suppose that could happen.

24 But no, nothing that was drafted in any way, shape, or

25 form changed the split of one fifth per child.

(Page 155)

1 Q. (By Mr. Spielman) So said another way, the

2 threat to a child's ability to receive their one fifth

3 is no different than what has been in the documents the

4 entire time?

5 A. Correct.

6 Q. And it's up to them to decide and understand

7 whether their actions or conduct violate those no

8 contest provisions and live with the consequences if

9 they do?

10 MR. BAYLESS: Objection, form.

11 THE WITNESS: Sure.

12 Q. (By Mr. Spielman) You're aware that some of

13 the allegations between the siblings have to do with the

14 legal concept of fraud? Are you aware of that?

15 A. I am aware that that has been presented in the

16 documents that have been filed, yes.

17 Q. And fraud, I'm not exactly sure how the

18 siblings that are alleging that mean it, but fraud

19 usually carries with it some misrepresentation of fact

20 with some sort of intention that it be relied on, does

21 that track your sort of law school understanding of the

22 term?

23 A. Pretty much.

24 Q. And there is a little more to it, but that's

25 the gist of it, right? Correct?

(Page 156)

1 A. Yes.

2 Q. Are you aware of any evidence that would

3 suggest some sort of plan or scheme or misrepresentation

4 of fact as between one sibling to another sibling where

5 there was an effort to commit fraud by one group of

6 siblings on another group of siblings with regard to the

7 trust?

8 A. No.

9 Q. Are you aware of any misrepresentations being

10 made to Nelva about documents that she executed in your

11 presence as a result of what you drafted?

12 MR. BAYLESS: What was the last part of

13 that?

14 Q. (By Mr. Spielman) As a result of what she

15 drafted, the documents that she drafted for Nelva which

16 are the same as the documents executed by Nelva, any

17 misrepresentations to Nelva about those documents?

18 A. No. I'm not aware of any. I was there when

19 she signed them. I explained them to her. That would

20 be all that I would be.

21 Q. So even if someone outside of that signing

22 meeting said something to Nelva about what a document

23 was going to do or not going to do, that would have been

24 overcome by your meeting with Nelva explaining to her

25 what the words on the page meant?

(Page 157)

1 MR. BAYLESS: Objection, form.

2 THE WITNESS: Should have been, yes.

3 Q. (By Mr. Spielman) Okay. And you never

4 misexplained to Nelva the content of the documents that

5 she was going to sign?

6 MR. BAYLESS: Objection, form.

7 THE WITNESS: No.

8 MR. SPIELMAN: I will pass the witness.

9 Thank you very much.

10 MR. MENDEL: We should tell Ms. Curtis

11 that she has the right to ask follow-up questions.

12 MR. REED: Did you hear that Ms. Curtis?

13 MS. CANDACE CURTIS: Yes, I did. And I

14 don't really have any follow-up questions, but thank

15 you.

16 MR. MENDEL: Carole, you have a right to

17 ask follow up questions.

18 MS. CAROLE BRUNSTING: Yes, I do.

19 EXAMINATION

20 BY MS. CAROLE BRUNSTING:

21 Q. I'm going to go slower this time. Because I

22 don't have a lot of experience doing this and I am

23 trying to keep my thoughts somewhat collected.

24 How well did you really know my mother? How many

25 years had you worked with her?



Candace Kunz-Freed

(Page 158)

1 A. Since 2007, I believe.

2 Q. Because if you knew my mother really, really

3 well, you would know that my brother had always been on

4 there as trustee from the very beginning. And that was

5 something she was hard fast and said would never, ever

6 change. So when you talk about red flag, because you

7 said one red flag is when someone goes with a person to

8 have something signed. You gave a couple of examples.

9 A red flag to me would have been to have my brother

10 removed so quickly. My concern with my mother because

11 she was dealing with cancer, that was something she was

12 spending a lot of her time going to doctors' appointment

13 and things like that. I don't think she ever really

14 grasp my brother's illness because from the time my

15 brother got sick on July 2nd until, I think he went into

16 TIRR, which was maybe in October, she only got to see

17 him twice. The first time was when he was Life Flighted

18 over to Memorial Hermann and everybody thought it was a

19 stroke and they gave him medication and he seemed to be

20 fine he was talking very coherent when we left so

21 everybody was like yeah, that's all it was. It turns

22 out that wasn't the case. But the only other time she

23 went to see him was when he was in one of the skilled

24 nursing, but he was sitting up in bed and he was able to

25 communicate. Her visit with him was extremely short.

(Page 159)

1 She never seemed like she was in distressed in anyway.

2 She never said anything about all my God. She never got

3 the impression that he was anything but a person that

4 was recovering. A red flag to me, after I found out

5 about these changes, was the fact that my brother was

6 removed and also did you know that what started this was

7 in July when my brother got sick and my mother had her

8 diagnosis of cancer, there was a day when both of them

9 were having a procedure done that was relatively risky

10 because of my brother, the condition my brother was in

11 at the time and then my mother due to her age, they were

12 both going under anesthetic, so it put them at a risk.

13 And I just both pointed out to her, I said you are both

14 going to be in a high risk situation. Is there anything

15 we need to do or know about, God forbid if something

16 were to happen to both of you. And all she did was

17 Anita to contact you to make sure all the affairs were

18 in order. That was it. So how we got from there to

19 here, I've always had concerns about. And a lot of it

20 was because of Anita's mantra that Carl and Drina were

21 going to get everything or take everything if Carl

22 remained as trustee. So is that something you discussed

23 with my mother? I just don't ever see my mother as

24 sitting with you and saying that the best thing to do

25 knowing that my son has been only been ill for maybe six

(Page 160)

1 weeks or even prior to that because whenever she would

2 have her conversation with you, would be to remove my

3 brother as trustee because there was already a safety

4 net in place. I just don't ever see that happening. I

5 don't that is a discussion my mother would ever have

6 with you. Because I know how she felt about my brother

7 and in her mind he was going to recover. So to me

8 that's a big red flag.

9 MR. SPIELMAN: Objection, form.

10 MR. REED: What's the question?

11 THE WITNESS: I'm sorry. I didn't get a

12 question.

13 Q. (By Ms. Carole Brunsting) What was the

14 conversation that my mother had with you to have my

15 brother removed as trustee?

16 A. I'm sorry. What was the question?

17 Q. What conversation did my mother have with you

18 to remove my brother who had always, always been on

19 there as trustee and my mother's word that would never

20 change. What conversation did she have with you to say

21 it was a good idea to pull him off, when in my mother's

22 mind she never, she never expressed any concern or fear

23 to me that my brother would not be able to serve in his

24 capacity?

25 MR. MENDEL: Objection, form.

(Page 161)

1 MR. SPIELMAN: Objection form.

2 Q. (By Ms. Carole Brunsting) And I was there and

3 I had this conversation with her, so I'm pretty sure I

4 know what I am talking about.

5 MR. SPIELMAN: Objection, form.

6 MR. MENDEL: Objection, form.

7 THE WITNESS: I still don't know what the

8 question is.

9 MR. REED: Let me see if I can just help

10 you. The question is what conversation did you have

11 with Nelva regarding the removal of Carl as trustee? Am

12 I close, Carole?

13 MS. CAROLE BRUNSTING: Yes.

14 THE WITNESS: Okay. So I don't recall the

15 exact conversation. I believe it's in my notes that she

16 called me to let me know --

17 Q. (By Ms. Carole Brunsting) That Carl had

18 encephalitis?

19 A. Yes. Encephalitis, my understanding is that it

20 deals with the brain.

21 Q. Right.

22 A. Okay. If somebody is in charge of your

23 finances that has reduced brain function, that's not a

24 good thing.

25 Q. It wasn't known at that point?

Candace Kunz-Freed

(Page 162)

1 A. Okay. But you asked me about the conversation.  
2 She told me he had encephalitis. That's a conversation  
3 I had with her. So at that point, that's all I knew. I  
4 didn't know anything else other than encephalitis.

5 Q. So did you recommend that he be removed as the  
6 trustee?

7 A. Of course.

8 Q. Even though there was a safety net in place. I  
9 think the next person in line was going to be Anita?

10 A. No. I believe if you look at the documents the  
11 only person in line was Candy because they were to serve  
12 as co-trustees.

13 Q. Okay. There was a safety net in place, so.

14 A. That's not a safety net in my recommendation.  
15 When someone owes money or is trying to borrow money  
16 from the trust, that is not a safety net. You asked me  
17 and I'm telling you my thought processes.

18 Q. Okay. Because Anita told me that she was the  
19 one that was on there?

20 A. That's what was done later.

21 Q. Later when? Candy had been removed and it was  
22 Anita. Candy had been removed because she was in  
23 California and it was Anita that was next in line to be  
24 the trustee?

25 MR. REED: What's the question?

(Page 163)

1 MR. SPIELMAN: Objection, form.

2 Q. (By Ms. Carole Brunsting) Do you know who was  
3 to be the next in line for Carl?

4 MR. SPIELMAN: Objection, form.

5 THE WITNESS: Yes. It's in the  
6 restatement.

7 Q. (By Ms. Carole Brunsting) The restatement.  
8 What was the date of that?

9 A. 2005. It was Carl and Amy. That was changed  
10 later to be Candace, and then there is an appointment of  
11 successor trustees that was done after that. I believe  
12 it said Carl and Candy Curtis were co-trustees.

13 Q. I don't know if that's in here or not.

14 A. So, yeah, it's Exhibit -- First amendment to  
15 the Restatement to the Brunsting Family Trust by Elmer  
16 and Nelva. Carl Brunsting and Candace Curtis were to be  
17 co-trustees and then Frost. That was your safety net.

18 Q. Okay. So we have Amy and Anita and we are  
19 sitting here eight years later. I probably would have  
20 preferred Candy at this point. I guess the fact that it  
21 was just, Carl wasn't into this illness that long, and  
22 this just all happened so quickly, it just seemed like  
23 once Anita made a phone call, the calls kept coming and  
24 coming and coming. And I don't see my mother -- I still  
25 don't honestly see my mother -- this isn't anything my

(Page 164)

1 mother would have done or given it a second thought  
2 other than making sure everything was in order.

3 MR. SPIELMAN: Objection, form.

4 Q. (By Ms. Carole Brunsting) The \$25,000 check  
5 that we talked about that many times. You recall the  
6 \$25,000 check my mother wrote to Carl and Drina?

7 A. I don't remember who it was too.

8 Q. It was to Carl and Drina so Drina could get  
9 some bills paid and there has been some concern about my  
10 mother's memory about working with Edward Jones and the  
11 funding and my mother did call them to get, to take care  
12 of the funding. And she wrote them the check, the check  
13 was cashed and it did bounce. And I'm not sure, were  
14 you involved with the funding at all?

15 A. No.

16 MR. SPIELMAN: Objection, form.

17 Q. (By Ms. Carole Brunsting) Okay. Because when  
18 the check bounced, I got a call from Anita thinking that  
19 it was really funny and I wasn't really sure exactly how  
20 you were involved, if you were involved with this at  
21 all, but I did cover the check to make it good and the  
22 funds did come in the next day. So it wasn't really  
23 anything about mother's memory, it was just that the  
24 funds didn't come out on the day she thought they were  
25 going to be coming in on. So there just seems to have

(Page 165)

1 been some discussion about that.

2 MR. SPIELMAN: Objection, form.

3 Q. (By Ms. Carole Brunsting) Earlier you said  
4 something about the irrevocable trust of my father. It  
5 was my understanding that once my father passed away, no  
6 changes could be made to the trustees, that that  
7 couldn't be changed and that no money could be taken out  
8 of that trust?

9 MR. SPIELMAN: Objection, form.

10 Q. (By Ms. Carole Brunsting) I mean that was my  
11 father's understanding was no changes could be made  
12 because he said in his death he wanted to make sure  
13 nothing was changed?

14 MR. SPIELMAN: Objection, form.

15 MR. MENDEL: Objection, form.

16 Q. (By Ms. Carole Brunsting) So how was it  
17 possible to change the trustees on my father's trust?

18 MR. MENDEL: Objection, form.

19 MR. REED: Do you understand the question?

20 THE WITNESS: I do.

21 MR. REED: Okay.

22 THE WITNESS: So in the trust document, it  
23 allows the surviving founder to make an appointment of  
24 successor trustees.

25 MS. CAROLE BRUNSTING: My dad didn't know

Candace Kunz-Freed

(Page 166)

1 that.

2 MR. MENDEL: Objection, form.

3 MR. SPIELMAN: Objection, form.

4 Q. (By Ms. Carole Brunsting) And then also I've  
5 been told that you can make distributions from the  
6 irrevocable side and you can't make them. So which is  
7 correct?

8 A. You can.

9 Q. But that's a distribution and the other is a  
10 gift?

11 A. Correct.

12 Q. If it's coming from the other side. Okay.  
13 Because I was the only one that received a gift or  
14 whatever it was from the irrevocable side and I've been  
15 told that that wasn't allowed.

16 MR. MENDEL: Objection, form.

17 MR. REED: I think the question to be fair  
18 is can you make one.

19 THE WITNESS: Yes.

20 Q. (By Ms. Carole Brunsting) And then is it then  
21 a gift or what is it called? I don't know what it is  
22 then.

23 A. It's a distribution.

24 Q. When you made the recommendation that my --  
25 well, first, let me talk about the call. There was a

(Page 167)

1 lot of confusion about that phone call where you wanted  
2 to try and get everybody together and I'm finding out a  
3 little bit more about this phone call just from with  
4 some of the things we have been discussing here. I  
5 never could really understand what the phone call was  
6 for and I called you and you explained it was to discuss  
7 the changes that were going to take place in the trust  
8 and I was asking if we would be able to impact the  
9 changes at all. So was that the point of the call, so  
10 that we could discuss it as a family and voice our  
11 opinions at that time. Honestly, I really didn't know  
12 what the call was about.

13 MR. SPIELMAN: Objection, form.

14 THE WITNESS: So the purpose of the call  
15 was to get all of you together as siblings as how best  
16 to serve your mother's needs given her current  
17 situation. That is all.

18 Q. (By Ms. Carole Brunsting) Because from the  
19 beginning of the call, and the reason I dropped off the  
20 call was it was more about how to prevent Carl from  
21 getting money and my concern and what I expressed in the  
22 call was I felt it was important to make sure Carl had  
23 access to whatever funds they needed as far as  
24 caregivers, medical, things like that. And that's when  
25 Amy took over the call and started making the comments

(Page 168)

1 about, well, he can file for disability. I mean Anita  
2 and Amy spent a great deal of time to figure out Carl's  
3 finances for him. I could tell at that point I wasn't  
4 going to win any battle and so I went ahead and just  
5 dropped off. It really didn't seem like there was  
6 really much point to that call.

7 MR. MENDEL: Objection, form.

8 MR. SPIELMAN: Objection, form.

9 Q. (By Ms. Carole Brunsting) And when you made  
10 the recommendation about taking my mother to a doctor,  
11 even though I was the medical power of attorney. I only  
12 found out about this doctor's appointment when my mother  
13 called me the morning of the appointment. I didn't know  
14 Amy made the appointment. So Amy never let you know she  
15 didn't let me know about the appointment.

16 MR. SPIELMAN: Objection, form.

17 Q. (By Ms. Carole Brunsting) And so I went over  
18 to my mother's house and she didn't want to go. She  
19 wanted Amy to leave and she asked Amy to leave on  
20 several occasions and Amy refused to. And as far as any  
21 comments that Amy and Anita made on those emails, I made  
22 sure -- I'm sorry if I'm bothering you -- but I made  
23 sure that I was with the nurse and the doctor the entire  
24 time and at no time did Dr. White say my mother  
25 shouldn't be handling the finances. All he did was tell

(Page 169)

1 us about his mother and their trust on his side and some  
2 of the things that happened. But he did indeed say my  
3 mother sometimes had capacity and sometimes did not,  
4 depending on the level of oxygen she had.

5 And this is all pretty pointless. But did Anita  
6 ever let you know that my mother's side of the trust was  
7 running out of money?

8 A. I don't recall if she did or not.

9 Q. Did she ever tell you that I had to tell all  
10 the caregivers, I had to cut their salaries because my  
11 mother's side was running out of money. I don't want  
12 that. And then I starting going in on Sundays just to  
13 save money?

14 A. No, I was not aware.

15 Q. One thing I did say said to Anita, that  
16 whatever you give to one you better give to the other.  
17 Because I kind of had a feeling there was something  
18 going on with the money and I guess she missed all that.  
19 And I guess my point is -- no, I'm going to go back to  
20 where you made the comment I had been dipping in the  
21 till. You said, I, when my mother, I didn't realize  
22 that she tried to make me a trustee, but apparently she  
23 did try. But you made the recommendation because I was  
24 one of the ones that dipped in the till that you didn't  
25 recommend that I be a trustee. What did you mean by

Candace Kunz-Freed

(Page 170)

1 that?

2 MR. MENDEL: Objection, form.

3 MR. SPIELMAN: Objection, form.

4 THE WITNESS: I believe what I said was

5 it's not recommended that people that were borrowing

6 money from the trust --

7 Q. (By Ms. Carole Brunsting) What money had I

8 borrowed?

9 MR. REED: Let her finish her answer.

10 THE WITNESS: For them to be trustees,

11 your mom had called me and said you needed money and

12 wanted to know how best to give that to you.

13 Q. (By Ms. Carole Brunsting) Do you know why I

14 wanted that money?

15 A. No, ma'am. I don't.

16 Q. I know I just have to ask you a question.

17 That's all I know is I have to ask a question. I'm just

18 really trying my best to make it through this. The

19 reason why I ask for that \$20,000 is because I was

20 spending a lot more time with my mother and I was

21 finding out all the money she was giving to all my other

22 siblings and it just seemed like everything was becoming

23 so diluted, and so since she knew I was doing some work

24 on my house she said why don't you go ahead and get a

25 distribution. It just goes against your inheritance. I

(Page 171)

1 was borrowing any money. It was an just an advance on

2 my inheritance. That's all it was. So I was not

3 dipping in any till. And I guess, in my opinion, you

4 just made the assumption on Amy and Anita based on

5 nothing because both of them were in financial straits.

6 You know, this is just pointless. Just take a look

7 at the faces you make at me. Say whatever you want to

8 when I leave. I really don't care any more.

9 MR. MENDEL: I don't have any questions.

10 MS. BAYLESS: I have a couple of follow

11 up.

12 THE WITNESS: Okay.

13 MS. CAROLE BRUNSTING: No wonder my mother

14 didn't like you.

15 (Ms. Carole Brunsting left the deposition

16 room.)

17 EXAMINATION

18 BY MS. BAYLESS:

19 Q. One way -- Okay. Just a couple of questions.

20 Look, if you would, at Exhibit 4. Okay. This is an

21 appointment of successor trustees that was done looks

22 like in July of 2008?

23 A. Yes.

24 Q. And it seems to indicate that, if I'm reading

25 this right, that Carl and Anita would be the successor

(Page 172)

1 co-trustees?

2 A. Yes, it does.

3 Q. So that was later than Exhibit 3, right?

4 A. Later than the first amendment, that's correct.

5 Q. So although Carole is not here, I guess the

6 point of her having heard that Anita was already the

7 back up trustee is borne out by this Exhibit 4, right?

8 A. Yes.

9 Q. Okay. So there was that safety net, as I

10 believe that was her term, but Anita, to the extent that

11 Carl was not in a position to serve, Anita would have

12 been the sole trustee if Nelva for whatever reason

13 didn't serve, is that right?

14 A. It appears that it would have been Anita and,

15 Carl Brunsting and Anita, each have the authority to

16 appoint his own successor in writing, if a successor

17 co-trustee should fail or cease to serve by reason of

18 death or disability for any reason, the remaining

19 successor trustee will serve alone. So yes, it would

20 have been Anita.

21 Q. Would have been Anita. Okay. Now, why is 3

22 called a First Amendment to the Restatement and 4 is

23 called Appointment Of Successor Trustees? Is there any

24 reason?

25 A. Yes, because you can't amend after one of the,

(Page 173)

1 the trust, after one of the grantors has died. Elmer

2 was already gone.

3 Q. Okay. So Elmer was still alive when 3 was

4 signed?

5 A. The first amendment, yes.

6 Q. And he had already died when 4 was signed?

7 A. Most likely, yes.

8 Q. Okay. And my only other question is if the one

9 way -- this may not be the only way. But a way to have

10 the result be an unequal distribution among the children

11 is to remove assets before Nelva's death, right?

12 MR. MENDEL: Objection, form.

13 MR. SPIELMAN: Objection, form.

14 THE WITNESS: I guess, yes, that would be

15 true.

16 Q. (By Ms. Bayless) Okay. Gifts, distributions,

17 whatever they may have been that were made prior to

18 Nelva's death meant that all five kids were not getting

19 20 percent of what had been there when Nelva was alive,

20 right?

21 MR. SPIELMAN: Objection, form.

22 MR. MENDEL: Objection, form.

23 MR. REED: Objection, form.

24 THE WITNESS: I suppose that could be,


25 yes.

Candace Kunz-Freed

(Page 174)
1 MS. BAYLESS: Pass the witness.
2 MR. SPIELMAN: I have nothing further.
3 MR. MENDEL: I have nothing further.
4 MR. REED: Candace, do you have any
5 questions?
6 MS. CANDACE CURTIS: No, I don't.
7 MR. REED: We are going to hang up now.
8 We are going to end the deposition. Okay.
9 MS. CANDACE CURTIS: Okay. Thank you.
10 MR. REED: Thank you.
11 MR. SPIELMAN: Before we hang up, we are
12 still set to go forward with tomorrow's hearing. I know
13 you have made arrangements to call in. So I wanted to
14 let you know while you are still on the phone, nothing
15 has changed about that.
16 MS. CANDACE CURTIS: Okay. Good deal. I'm
17 ready.
18 MR. REED: All right. Off the record.
19 (Deposition ended.)
20
21
22
23
24
25

(Page 175)
1 NO. 412,249-401
2 ESTATE OF ) IN PROBATE COURT
3 NELVA E. BRUNSTING, ) NUMBER FOUR (4) OF
4 DECEASED ) HARRIS COUNTY, TEXAS
5 CARL HENRY BRUNSTING, et al )
6 V.
7 ANITA KAY BRUNSTING, et. al )
8 REPORTER'S CERTIFICATION
9 DEPOSITION OF CANDACE KUNZ-FREED
10 JUNE 27, 2019
11 I, Jennifer Slessinger, Certified Shorthand
12 Reporter in and for the State of Texas, hereby certify
13 to the following:
14 That the witness, CANDACE KUNZ-FREED, was duly
15 sworn by the officer and that the transcript of the oral
16 deposition is a true record of the testimony given by
17 the witness;
18 That examination and signature of the witness
19 to the deposition transcript was waived by the witness
20 and agreement of the parties at the time of the
21 deposition;
22 That the original deposition was delivered to
23 \_\_\_\_\_;
24
25

(Page 176)
1 That the amount of time used by each party at
2 the deposition is as follows:
3 Ms. Bobbie Bayless - 2 hours 40 minutes
4 Mr. Neal Spielman - 1 hour 35 minutes
5 Ms. Carole Brunsting - 20 minutes
6 That \$\_\_\_\_\_ is the deposition officer's
7 charges to the \_\_\_\_\_ for preparing the original
8 deposition transcript and any copies of exhibits;
9 That pursuant to information given to the
10 deposition officer at the time said testimony was taken,
11 the following includes counsel for all parties of
12 record:
13 Mr. Stephen Mendell, Attorney for Anita Brunsting
14 Ms. Bobbie Bayless, Attorney for Carl & Drina
15 Brunsting
16 Mr. Neal Spielman, Attorney for Amy Brunsting
17 Mr. Cory Reed, Attorney for Candace Kunz-Freed
18 Ms. Carole Brunsting, Prose Attorney
19 Ms. Candace Curtis, Prose Attorney (By Phone)
20 That a copy of this certificate was served on
21 all parties shown herein on \_\_\_\_\_ and filed with
22 the Clerk pursuant to Rule 203.3.
23
24
25

(Page 177)
1 I further certify that I am neither counsel
2 for, related to, nor employed by any of the parties or
3 attorneys in the action in which this proceeding was
4 taken, and further that I am not financially or
5 otherwise interested in the outcome of the action.
6 Certified to by me, this 17th day of July,
7 2019.
8
9 
10 JENNIFER SLESSINGER, TEXAS CSR #566
11 Expiration Date: June 30, 2021
12
13
14
15
16
17
18
19
20
21
22
23
24
25

<hr/>			
<b>\$</b>			
<hr/>			
<b>\$20,000</b> 11:24 135:10 170:19	<b>12:28</b> 8:14	<b>2010</b> 7:6 9:8 17:18 21:7 26:10 53:7 54:15 69:11 113:19, 24 115:9 117:19 123:24 129:7 132:24 133:11	<b>23rd</b> 139:23
<b>\$25,000</b> 11:24 24:1 164:4,6	<b>13</b> 85:5	<b>2011</b> 85:8,17 102:14 103:13 104:12	<b>24</b> 21:5 27:24 31:24, 25 32:2,13 36:9 62:9 63:20
<hr/>			
<b>0</b>		<b>2012</b> 105:24 106:14 139:23	<b>25</b> 7:23 20:9 46:9,10, 12
<hr/>			
<b>05</b> 128:21	<b>1300</b> 51:2	<b>2054</b> 102:12	<b>25th</b> 28:2 35:17 39:24 44:5 47:1 57:2, 23 88:25
<hr/>			
<b>1</b>	<b>1317</b> 48:13	<b>2056</b> 102:13	<b>26</b> 48:12,14,16 50:17
<hr/>			
<b>10</b> 17:18	<b>1342</b> 32:13	<b>2058</b> 103:12	<b>27</b> 7:15 8:5 50:24,25 51:1 58:22 102:14 103:12
<b>10-7-2010</b> 7:25 8:12	<b>1345</b> 32:13	<b>2060</b> 103:12	<b>27th</b> 54:15 65:13,15
<b>10:00</b> 63:15	<b>1355</b> 32:6	<b>2061</b> 104:13	<b>28</b> 7:7 23:14 52:24,25 53:2
<b>10:19</b> 35:24	<b>1356</b> 32:6	<b>2066</b> 104:13	<b>281-531-5123</b> 58:10
<b>10:37</b> 54:16	<b>1358</b> 46:9	<b>20th</b> 67:10 70:1,2	<b>29</b> 56:22,23,25 69:11 106:14
<b>10th</b> 61:2,12 63:9 86:7,16	<b>1361</b> 53:12 54:21	<b>21</b> 6:7,15,16 38:3 39:14 57:19 58:17 69:11 73:14	<b>29th</b> 65:1
<b>11</b> 88:4	<b>1362</b> 53:12 54:21	<b>2117</b> 137:13	<b>2:00</b> 36:13,19
<b>112.038</b> 94:9	<b>1370</b> 65:10	<b>2119</b> 137:22,24	<b>2nd</b> 85:17 158:15
<b>1185</b> 50:15	<b>1372</b> 65:10	<b>2121</b> 137:13 138:19	<hr/>
<b>1186</b> 39:25	<b>13th</b> 35:24	<b>2141</b> 104:25	<b>3</b>
<b>1187</b> 40:2 57:19,22 58:17	<b>14</b> 75:22 76:23 77:25 84:11	<b>2142</b> 104:25	<b>3</b> 132:1,2 172:3,21 173:3
<b>1188</b> 38:4 39:14	<b>14-6</b> 128:14	<b>2156</b> 106:24	<b>3-1</b> 131:22 132:2
<b>1189</b> 35:21	<b>14th</b> 38:4	<b>2157</b> 107:3,7	<b>3-2</b> 132:1
<b>1191</b> 21:6 27:24 62:10 63:20	<b>15</b> 73:14,16 77:19,21 78:1	<b>2158</b> 106:25	<b>30</b> 60:22,23,25 61:17 102:23 103:5 125:16
<b>1192</b> 7:23 13:19 20:10	<b>16</b> 64:22 73:4 77:17	<b>2160</b> 108:17	<b>30th</b> 46:13
<b>1194</b> 7:15 8:6	<b>17</b> 6:14,18 53:5	<b>2178</b> 88:5	<b>31</b> 65:6,7,8,9 67:9 69:24
<b>1195</b> 7:7	<b>17th</b> 55:23 65:12	<b>2179</b> 85:17	<b>32</b> 94:5,6,8
<b>11:00</b> 36:15,19	<b>18</b> 6:14,19 50:14	<b>2180</b> 85:5	<b>33</b> 102:8,10,12,21
<b>11th</b> 21:7,16 28:15 38:24 61:12,14 62:11 63:1,14 64:2,11	<b>18th</b> 64:21,23	<b>2181</b> 75:23 76:23 84:12,14	<b>34</b> 102:17,19 103:11
<b>12</b> 85:16	<b>19</b> 39:25	<b>2182</b> 73:14	<b>35</b> 13:19 57:14 102:18,19 104:11 136:12
<b>1277</b> 9:3 32:9,12	<b>1:42</b> 7:21 8:15 14:15	<b>2183</b> 64:22 73:5	<b>36</b> 23:14 104:23,25
	<hr/>	<b>22</b> 8:22,23,25 9:7 10:1 32:8,11 35:21	<b>37</b> 106:22,24
	<b>2</b>	<b>22nd</b> 67:15 73:5	
	<hr/>	<b>23</b> 29:9,11,12 32:5	
	<b>2</b> 113:8 128:7 131:22 132:1,15		
	<b>20</b> 40:2 57:19,22 58:16 82:25 173:19		
	<b>2004</b> 53:5 54:4,6		
	<b>2005</b> 163:9		
	<b>2007</b> 158:1		
	<b>2008</b> 171:22		

<b>38</b> 7:7,15,23 13:19 20:9 21:5 27:24 35:21 39:25 40:2 57:22 73:4 108:14,16		<b>address</b> 26:6 29:13, 25	<b>allowed</b> 166:15
<b>39</b> 137:11,13,14	<b>9</b> 56:5	<b>addressed</b> 59:2 64:19 65:13	<b>ambiguous</b> 122:19
<b>4</b>	<b>98</b> 23:10	<b>administered</b> 140:6	<b>amend</b> 132:3,17 172:25
<b>4</b> 171:20 172:7,22 173:6	<b>A</b>	<b>administration</b> 130:1,2 139:16,19	<b>amendable</b> 133:7
<b>40</b> 102:5	<b>a.m.</b> 36:15,19	<b>administrator</b> 110:13	<b>amended</b> 133:3
<b>5</b>	<b>ability</b> 45:25 115:17 126:9 127:4 128:20 142:16 155:2	<b>adopted</b> 126:20,22	<b>amendment</b> 163:14 172:4,22 173:5
<b>5</b> 109:20 113:18 114:5 115:9,25 116:25 117:19 119:7 129:7 132:8 152:13	<b>Absolutely</b> 90:22 141:7 148:24	<b>adults</b> 101:24	<b>amendments</b> 132:11
<b>5th</b> 46:16 53:6	<b>accept</b> 23:21	<b>advance</b> 171:1	<b>amount</b> 99:16 108:22 112:8 140:14 153:24
<b>6</b>	<b>acceptance</b> 73:7,9 129:14	<b>advancement</b> 25:15,24 26:21	<b>Amy</b> 24:6,7 29:18 36:12 41:16 42:15 46:12 47:16 48:17, 18,22 49:1 50:11,18, 23 51:4,10,12 55:14 65:16 68:2,3 69:1 70:22 72:17,22 79:25 104:12,16 106:15 107:13,17 111:13 124:11,17,22 127:10 136:13,14,23 137:2 145:18 147:1,4 149:5 154:12 163:9,18 167:25 168:2,14,19, 20,21 171:4
<b>6</b> 17:17 113:24 114:12,13 115:12 116:7 117:1,21 119:7 124:11 129:11 131:12 132:8 133:11 152:14	<b>accepted</b> 73:5	<b>advised</b> 85:7	<b>Amy's</b> 51:5
<b>650</b> 56:25	<b>access</b> 167:23	<b>advising</b> 63:15	<b>analysis</b> 115:15
<b>651</b> 57:1	<b>account</b> 68:10 81:17,19 90:10,18, 19,24 91:3,9,11 128:4	<b>AEV</b> 88:6	<b>anesthetic</b> 159:12
<b>6th</b> 9:8 10:7,20 23:13 34:20	<b>accountings</b> 90:14, 16	<b>affairs</b> 66:22 159:17	<b>Anita</b> 7:9 9:8,20 10:7,9,21 11:6 13:20 14:18 20:7,22 21:24 22:5,23 23:12,20,25 24:6 29:16 34:8,21 41:16 42:14 47:15 51:11 53:4,19 54:15 61:2,23 62:6,19,21 63:9 64:10 65:3,13 66:7 67:8,11,17 68:2, 3 69:25 70:18 72:14, 17,23 73:5,19 75:7 76:20 77:4,18 78:12, 17 79:4,10,17 80:1,3 81:5,10 82:1,10,11 84:23,24 86:7,14,17, 24 87:17 88:2,5,20 89:15 90:4,14 91:9
<b>7</b>	<b>accounts</b> 12:9,12	<b>afoul</b> 148:17	
<b>713-560-6381</b> 57:8, 10	<b>acknowledging</b> 76:25 136:22	<b>age</b> 23:8,11 159:11	
<b>7th</b> 7:17 11:8 51:5	<b>acquired</b> 122:2,12	<b>agree</b> 71:24 91:25 92:2 132:23	
<b>8</b>	<b>act</b> 85:24 112:23	<b>agreeable</b> 60:6	
<b>8</b> 104:12 129:13,15	<b>acting</b> 78:15 84:22 110:13	<b>agreed</b> 10:2 11:7	
<b>800</b> 29:3 37:20	<b>action</b> 50:12 94:21, 23,24 95:2,11 145:13	<b>agreement</b> 102:14 103:13,16,22 104:11 136:13,19 137:1,4	
<b>8th</b> 64:19	<b>actions</b> 47:23 119:1 123:9 133:15 139:10 155:7	<b>agreements</b> 104:16	
	<b>activity</b> 12:12	<b>ahead</b> 13:10 36:23 71:13 102:17 133:23 168:4 170:24	
	<b>adamant</b> 41:15	<b>aid</b> 42:6 43:5	
	<b>add</b> 109:19	<b>alive</b> 47:20 90:6 173:3,19	
	<b>added</b> 31:12	<b>allegations</b> 128:25 132:5 155:13	
	<b>addition</b> 143:18	<b>alleging</b> 155:18	

102:14 103:13	<b>appointment</b> 36:13	93:18,24 95:7 103:5	38:3 39:14,25 46:9
104:12,16 107:3,14,	46:14,15,19 48:18,19	112:14 150:22	48:13 50:14 51:2
17 108:17 124:11,17,	50:11 61:4,13 62:21	168:11	53:10,20 54:20 56:25
22 127:10 136:13,14,	63:14 64:10,18 68:1	<b>August</b> 17:18	57:19,22 58:17 62:10
23,24 137:23 138:8	85:7 87:8 112:2,3,13	113:24 123:24	63:20 64:22 65:9
145:18 147:1,9 149:6	122:2,11 134:4	133:11 134:9	73:4,14 75:22 76:23
154:15 159:17 162:9,	158:12 163:10	<b>authenticity</b> 127:22	84:11,13 85:5,16
18,22,23 163:18,23	165:23 168:12,13,14,	128:23	88:4 102:12 103:11
164:18 168:1,21	15 171:21 172:23	<b>authority</b> 68:14,18	104:13,25 106:24
169:5,15 171:4,25	<b>approach</b> 151:19	172:15	107:3 108:17
172:6,10,11,14,15,	<b>approximately</b>	<b>authorize</b> 62:2	<b>battery</b> 114:22
20,21	140:7	<b>aware</b> 27:5,13,16	<b>battle</b> 96:3 168:4
<b>Anita's</b> 29:25 53:16	<b>area</b> 93:13 96:15	41:11 48:11 52:12	<b>Bayless</b> 5:4 8:21,24
79:2 93:18,24 95:7	130:5	53:17 56:12 79:23	9:15 14:5 15:7 17:9
159:20	<b>argument</b> 99:5	86:23 90:13,16	18:15 22:10,25 23:3,
<b>answering</b> 134:23	132:16	93:10,11 96:21 97:5	12 24:15 29:5,10
146:9	<b>arisen</b> 11:17	110:18 111:21 114:7	31:24 32:1,8,12,14
<b>answers</b> 129:8	<b>arises</b> 32:17	119:11 120:9 127:19	35:4 37:8 41:21 42:4,
<b>anticipate</b> 62:18	<b>arose</b> 120:25	132:12,14,21 143:14	19,24 43:8,23 46:11
84:9	<b>Article</b> 56:5 132:1,2	144:5 145:17 149:19	47:14,19,23 48:12,15
<b>anticipated</b> 62:17	<b>ass</b> 139:7 141:16	153:12 154:18	49:19 50:3,21 51:1
<b>anymore</b> 63:4 70:13	<b>asserted</b> 92:10,11	155:12,14,15 156:2,	52:24 53:1,11 54:1,
76:24	<b>asset</b> 109:16 124:12,	9,18 169:14	17,20,24 55:1 56:18,
<b>anytime</b> 20:1	18 126:7 139:2	<hr/> <b>B</b> <hr/>	22,24 57:10,12 58:22
<b>apologize</b> 144:19	<b>assets</b> 173:11	<b>back</b> 7:13,21 8:17,	59:15 60:3,22,24
145:4	<b>assistant</b> 21:19	18,19 13:17 23:13	61:20 65:6,8 66:14
<b>apparently</b> 5:9 13:5	29:15 112:7	38:23 39:13 42:13	67:23,25 68:19 69:3,
32:17 38:11 53:5	<b>assume</b> 8:4,11 9:10	47:8,11,15 56:21	20 71:2,8,24 74:16
86:8 169:22	11:7 13:13 21:12	61:11 63:16 64:16	75:16 80:13 83:21
<b>appearance</b> 103:12	22:15 33:17 41:3	80:22 85:22 93:5	84:8,11,14 87:7,13,
<b>appeared</b> 81:17	57:7 58:2 66:21	99:3 105:15 109:19	25 89:19 91:16,20
139:24	72:25 114:10,23	111:22 122:8 147:7	92:20 93:8 94:4,7,17,
<b>appears</b> 11:16 21:6,	<b>assumed</b> 33:11	150:10,11,14,20	18 95:17 96:2,11,16
17 29:14 36:7,10	34:14	169:19 172:7	97:14,16,20,23 98:3,
50:20 51:2,6,10 57:2,	<b>assuming</b> 44:25	<b>backwards</b> 6:20	6,9,15,22 99:4 100:1
14 60:17 128:22	51:11 63:6 64:15	<b>bad</b> 59:20	101:21 102:4,8,11,
138:7 172:14	<b>assumption</b> 45:20	<b>based</b> 34:7 51:18,20	17,20 103:10,20,25
<b>applies</b> 134:6,7	171:4	109:16 120:8 124:6	104:7,10,24 106:14,
<b>apply</b> 101:13 142:23	<b>attempt</b> 37:24	128:15 152:22 171:4	21,23 107:11,16,24
<b>applying</b> 42:6 43:4	<b>attend</b> 32:21	<b>basically</b> 19:19 54:9	108:3,15 110:10
<b>appoint</b> 10:3 61:6	<b>attitude</b> 140:23	68:13 79:18	111:1,3,7 115:20,22
172:16	<b>attorney</b> 5:18 20:23	<b>basis</b> 24:14 92:4	116:1 117:5 119:2,9,
<b>appointed</b> 61:8	79:2 82:20,21,24	<b>Bates</b> 6:12,13 7:7,	11 120:7 122:5,15,18
110:19	83:2,5,7,9 88:8	15,23 8:5 9:3 13:19	123:12,18 133:25
<b>appointing</b> 63:11		20:10 21:5 27:24	134:19 137:9 141:11,
		32:3,4,8,12 35:21	18,22 144:20 145:6,
			8,10,20 146:5 147:17
			148:1,7,11,23 152:4,
			9,19 153:3,16 154:2,
			22 155:10 156:12
			157:1,6 171:10,18
			173:16



<b>bed</b> 158:24	<b>bottom</b> 6:10 9:3 13:19 33:14,15 46:17 51:8 53:3,21 73:18 88:4,17 137:22,24	146:10,16,17 149:11, 13 153:10 157:18,20 160:13 161:2,13,17 163:2,7,15,16 164:4, 17 165:3,10,16,25 166:4,20 167:18 168:9,17 170:7,13 171:13,15 172:15	<b>calls</b> 7:20 20:19 83:10 163:23
<b>began</b> 65:2	<b>bounce</b> 164:13	<b>Brunsting's</b> 59:24 73:19 113:2 127:23 132:12 146:22	<b>cancel</b> 121:18
<b>begin</b> 82:11	<b>bounced</b> 11:25 24:1 164:18	<b>business</b> 42:8 130:1 135:23	<b>canceled</b> 20:16 61:14 62:12 64:14
<b>beginning</b> 12:20 158:4 167:19	<b>bounty</b> 142:16		<b>cancellation</b> 61:16
<b>behalf</b> 31:7	<b>box</b> 112:11		<b>cancer</b> 158:11 159:8
<b>behavior</b> 142:4	<b>brain</b> 161:20,23		<b>Candace</b> 5:1 71:1 110:20 111:16 124:16,18 135:19 137:23 138:7 139:1 141:25 157:13 163:10,16
<b>belief</b> 116:2 140:13	<b>Braunsfel</b> 49:1 52:16 68:8		<b>Candy</b> 29:18 40:11, 15 51:10 79:25 88:22,24 89:12 125:24 126:6,20 162:11,21,22 163:12, 20
<b>bell</b> 74:8 124:6	<b>breach</b> 97:2	<b>C</b>	<b>capable</b> 66:5,22 147:20
<b>belonged</b> 33:12 104:8	<b>break</b> 56:15 93:16 98:17,25 99:23 126:16 150:4,5,15	<b>calendar</b> 70:5 112:5	<b>capacity</b> 40:24 46:1 47:24 48:6 59:24 114:16,20 115:16,24 116:18,22 130:7 142:6,10,11,15,20,25 143:4 152:12,17 153:1,6 160:24 169:3
<b>belongs</b> 33:17	<b>Brett</b> 88:5,9	<b>California</b> 52:17 126:25 162:23	<b>caps</b> 138:21
<b>beneficiary</b> 76:17 78:8 79:16 82:15 87:20 89:21 90:10 96:25 100:19 113:19, 25 115:9 123:24 125:15 129:8 132:7 133:9,15,16 134:2 139:8 141:15,20	<b>bring</b> 31:9 67:4 81:21 86:17 93:25 105:15	<b>call</b> 8:4,14,15 9:22 11:8 21:7,19 25:9,22 28:3,12,25 30:12,23 32:18 34:8,20 35:16, 23 36:21 37:3,9,13, 16,21,22,24,25 38:8 39:12,20,21 40:1 45:9 46:13 47:1,4 51:17 55:7 57:3,4,7, 14,23 58:6,14 62:11, 13 64:17 65:4 66:20 67:1,5 73:19 74:17 75:24 77:8,18 83:12, 14 88:25 101:15 110:15 117:11 120:13 143:7 144:22 163:23 164:11,18 166:25 167:1,3,5,9, 12,14,19,20,22,25 168:6	<b>car</b> 45:7 46:2
<b>benefit</b> 125:21	<b>bringing</b> 94:21 95:1		<b>care</b> 41:14,24 43:1 46:15 60:18 93:6 124:8 164:11 171:8
<b>benefits</b> 82:16	<b>broad</b> 122:18		<b>career</b> 130:11
<b>big</b> 160:8	<b>brokerage</b> 11:17		<b>caregiver</b> 12:21,23 16:7 18:7,10 44:20 45:6 70:22 71:2,5
<b>bills</b> 66:12 164:9	<b>brother</b> 73:21 158:3, 9,15 159:5,7,10 160:3,6,15,18,23		<b>caregivers</b> 42:1 167:24 169:10
<b>binder</b> 112:10	<b>brother's</b> 158:14		<b>Carl</b> 16:1 24:17 25:6 38:13,14,15,25 51:25 70:21 71:4 74:2 75:25 80:1 84:18 89:17 90:2,5,9 111:14 127:9,16 143:12,21,23 144:21 145:5 149:3,20,24
<b>bit</b> 29:19 111:25 114:17 125:7 128:1 145:3 167:3	<b>brought</b> 86:24 94:24 95:2 115:1 121:5 147:13		
<b>blank</b> 151:9	<b>Brunsting</b> 16:7 17:6 18:13 25:3,5,16 35:3 40:8 43:16,20 51:18, 19 57:9,11 59:14 62:13,19 63:21 70:24 71:7 74:14,25 93:4 102:14 106:1 111:14, 15 113:9,21 114:5 115:16,23 116:25 117:24 118:16 119:25 120:20 121:3, 6,9 122:24 123:5,24 125:14 126:21 128:16,19 132:11 136:4 142:24 143:12, 21,23 144:3,8,15		
<b>board</b> 31:3			
<b>Bobbie</b> 54:13 98:19 107:9			
<b>Bobby</b> 37:5			
<b>borne</b> 172:7			
<b>borrow</b> 56:1 162:15			
<b>borrowed</b> 170:8			
<b>borrowing</b> 24:16,17, 23,24 25:2 125:6 170:5 171:1			
<b>Bosker</b> 88:5,9			
<b>bothering</b> 168:22			
		<b>called</b> 8:19 13:17 21:20 25:11 26:25 51:24 55:24 66:18 75:7,25 81:2 85:6 86:7 112:20 116:17 117:4 129:18 137:3 161:16 166:21 167:6 168:13 170:11 172:22,23	
		<b>caller</b> 57:3	
		<b>calling</b> 7:21 8:16,18 25:4 63:24 83:13	

159:20,21 161:11,17 163:3,9,12,16,21 164:6,8 167:20,22 171:25 172:11,15	<b>change</b> 14:6 16:10, 11 17:25 18:1 20:1,6, 22,23 37:2 55:19 62:6 68:20 77:1 121:14,18 154:10,12, 15,19 158:6 160:20 165:17	<b>clause</b> 73:21 93:17, 21 94:23,25 96:17,19 97:7,21,22 98:16,23 99:6	<b>commentary</b> 139:17
<b>Carl's</b> 16:12,19 31:6 41:14 42:15 43:1 74:6,11 76:16 84:16 85:11 86:10 87:19 89:16,19 92:24 118:10 124:8,12 127:7 144:15 168:2	<b>changed</b> 36:19 69:4 72:22 112:19 154:8, 25 163:9 165:7,13	<b>clauses</b> 94:1 96:3, 24 131:15	<b>commented</b> 134:20
<b>Carol</b> 13:20 18:13 33:22,24 41:14	<b>changing</b> 23:4 40:5 64:6 115:4 146:11	<b>CLE</b> 130:15	<b>comments</b> 11:20 41:13 98:20 145:12 167:25 168:21
<b>Carole</b> 11:11,14 12:15,24 13:6 14:8, 10,13 16:6 18:2 20:22,23 24:17,22 29:18 32:17 33:1,4, 10,19 34:23 35:3 36:4 40:6,18 42:10 44:19 48:20 51:11,22 57:9,11,12,20 58:1 62:6 70:23,24 71:7 74:24 79:25 85:6,12 88:19 90:19 146:16, 22 149:11,13 153:10 157:16,18,20 160:13 161:2,12,13,17 163:2,7 164:4,17 165:3,10,16,25 166:4,20 167:18 168:9,17 170:7,13 171:13,15 172:5	<b>character</b> 117:14	<b>clear</b> 10:15 29:13 55:1 65:14,17 122:24	<b>commit</b> 156:5
<b>Carole's</b> 52:2,4 57:8	<b>characterization</b> 11:9	<b>clearer</b> 54:19	<b>committee</b> 95:21
<b>carries</b> 155:19	<b>characterize</b> 50:4	<b>CLF</b> 39:17	<b>common</b> 24:9
<b>case</b> 68:24 84:2 101:5 110:13 113:1 143:19,24 150:24 158:22	<b>charge</b> 126:12 161:22	<b>client</b> 24:25 82:14 111:24 112:13,17 114:11,15,19 138:17 142:1 151:1,3,25	<b>communicate</b> 28:6 29:23 158:25
<b>cash</b> 106:5 125:24	<b>charges</b> 103:6	<b>clients</b> 101:21 103:25 104:1 117:25 118:1 136:14,22 137:5 148:9,10 151:16	<b>communicating</b> 30:1
<b>cached</b> 164:13	<b>check</b> 11:24,25 24:1 68:10 124:4 164:4,6, 12,18,21	<b>close</b> 161:12	<b>communication</b> 50:18 64:20 120:13
<b>catching</b> 95:6	<b>checks</b> 41:25 146:3	<b>closed</b> 26:5	<b>comparatively</b> 128:21
<b>caused</b> 53:13	<b>Chevron</b> 81:20 107:4,21 108:1,18,23	<b>cloudiness</b> 146:2	<b>compare</b> 98:23
<b>cease</b> 172:17	<b>child</b> 16:13 135:9,11 154:25	<b>co-trustee</b> 68:23,25 137:2 172:17	<b>compared</b> 101:19
<b>challenged</b> 131:9	<b>child's</b> 155:2	<b>co-trustees</b> 13:21 20:23 62:7 68:4,7 69:2 124:20,22 136:15,24 140:20 162:12 163:12,17 172:1	<b>compel</b> 97:1
<b>chance</b> 122:8 137:17	<b>children</b> 16:1,3 25:12 27:4,9,21 28:6, 10,16,24 35:6,8,12 48:8 76:15,16 82:2, 21 87:19 100:4 135:4 148:5,10 149:16 173:10	<b>code</b> 94:1,9,10,12,19	<b>compelled</b> 14:6,19 15:10 43:5
	<b>chime</b> 98:20	<b>codification</b> 95:22	<b>competence</b> 44:6
	<b>chorus</b> 96:11	<b>coffee</b> 56:17	<b>competency</b> 66:25
	<b>Christmas</b> 72:20,21	<b>coherent</b> 158:20	<b>competent</b> 46:19 49:9,11 55:15 60:9, 10 114:19 144:3
	<b>church</b> 130:19	<b>collected</b> 157:23	<b>complain</b> 45:15
	<b>circles</b> 23:11	<b>college</b> 108:21	<b>completed</b> 7:8 8:14, 15 139:23 140:5
	<b>circumstances</b> 126:15	<b>combined</b> 147:23	<b>completely</b> 66:4 147:19
	<b>city</b> 14:23	<b>comfort</b> 31:2	<b>complicated</b> 73:20 112:15
	<b>clarify</b> 33:16	<b>comfortable</b> 59:1 60:1 66:16	<b>comprehension</b> 114:16
		<b>comment</b> 169:20	<b>compromise</b> 65:24
			<b>computer</b> 53:13,16, 23
			<b>concept</b> 117:4 141:10 143:7 155:14

<b>concern</b> 46:5 114:6 126:9 127:3 146:10 158:10 160:22 164:9 167:21	30:6 34:21,23 35:8 88:24 110:12 159:17	81:5 84:21 88:1 113:14 114:24 121:25 122:10 145:6 146:1	<b>correctly</b> 33:18 95:3 118:13 133:13 144:25 149:1
<b>concerned</b> 17:7 28:14 30:19 38:21 45:24 47:16 59:5 86:9 142:5	<b>contacted</b> 23:12 26:13 34:12 35:12 56:10	<b>conveyed</b> 140:24 144:12	<b>Cory</b> 84:5
<b>concerns</b> 12:11 21:12 22:11 23:1 41:13 44:9 51:20 52:5 59:2 64:19 65:12 85:18 116:17, 21,24 117:18 125:2 126:11 139:1 146:2 148:15 149:20 153:7 159:19	<b>contained</b> 48:23 58:16 94:10 95:8	<b>coordinating</b> 36:20 39:11	<b>cough</b> 126:2
<b>conclusion</b> 121:9	<b>contemplate</b> 118:25	<b>coordination</b> 148:20	<b>couple</b> 145:11,12 158:8 171:10,19
<b>condition</b> 25:8 44:23 136:3 144:11, 17 159:10	<b>contemplated</b> 16:23 17:3 20:21	<b>copied</b> 51:9 64:22 65:2 66:19 77:4 89:3, 13 138:1	<b>court</b> 94:21,22 102:6 110:20 111:7,9 122:8,9 137:9,11 140:1
<b>conduct</b> 155:7	<b>content</b> 132:21 134:12 157:4	<b>copies</b> 18:24 94:13 102:13 112:8	<b>courts</b> 143:7
<b>conference</b> 28:3,12, 25 29:1 30:12 32:18 35:16,23 36:20 37:3, 9,13,15,25 38:8 39:11,21 40:1 46:13 47:1,3 51:17 57:3,23 64:17 88:25 101:15	<b>contest</b> 93:17,21 94:1 96:17,19 97:7, 21 98:16,23 99:5 131:6,8,13,15 154:20 155:8	<b>copy</b> 9:1 18:20 19:2 51:10 57:1 76:10 94:8 107:10 112:12 128:5	<b>cover</b> 93:13 164:21
<b>confirm</b> 46:20	<b>contesting</b> 94:22	<b>corner</b> 6:11,25 9:3	<b>create</b> 6:15
<b>confirming</b> 36:12	<b>context</b> 77:2 80:15 111:18 123:2,14 131:9 133:17 139:7 146:1 151:14	<b>corporate</b> 86:5	<b>created</b> 79:16 111:25
<b>conflict</b> 82:25	<b>continually</b> 23:2	<b>correct</b> 6:6,14 7:17 10:14,19 12:22 13:4 15:17 16:20,21 18:6 19:24 20:15 21:15 26:15,17 28:1 29:17, 21 30:3,6,24 33:5,9 34:3,6 36:17 38:9 39:1,19 40:25 41:2,5, 9 48:4 49:22 52:7 54:7,11 55:4,22 57:6 59:4 61:7 62:4 65:5 66:23 73:10 74:4 78:25 79:12,20 80:16,17 84:4 85:21 100:21 102:16 103:13 104:17 111:16,17 112:3 113:6,9,25 118:3,15, 18,22 119:18,19,22, 23 120:22,23 121:6 123:5,6 124:14 129:21 132:22 133:19 134:14 140:20,24 143:6,11, 15 147:2 149:1 153:2,4 154:7,21 155:5,25 166:7,11 172:4	<b>Crummy</b> 125:4,15
<b>confused</b> 115:1	<b>continuation</b> 5:5		<b>cup</b> 56:17
<b>confusion</b> 11:16 114:5 167:1	<b>continue</b> 126:4 150:15,16		<b>curious</b> 34:7
<b>consequences</b> 100:17 155:8	<b>contradict</b> 97:16		<b>current</b> 33:7 167:16
<b>considered</b> 26:20	<b>contradicted</b> 97:6		<b>Curtis</b> 111:16 124:17,18 126:7,15 137:23 138:7 139:6, 18 140:1 141:25 157:10,12,13 163:12, 16
<b>consistent</b> 118:23 123:20,21 129:25 144:14 148:8	<b>contradictory</b> 97:13		<b>Curtis'</b> 124:23 127:4
<b>constitutes</b> 117:9	<b>contrary</b> 60:7 94:24		<b>cut</b> 169:10
<b>construction</b> 97:4	<b>control</b> 80:20 88:20 92:10,11 126:6,7 139:1		<b>cutting</b> 85:19 86:10
<b>construed</b> 96:25	<b>conversation</b> 7:9 9:11,20 10:6 11:4,11 13:5 14:14 27:23 28:15,16 31:6 34:11, 12 37:12 38:24 44:4 48:22 57:20 63:20 71:12 72:8 78:11,14 86:1,14 121:21 160:2,14,17,20 161:3,10,15 162:1,2		<hr/> <b>D</b> <hr/>
<b>contact</b> 22:4,7,8 28:5,10,23 29:15	<b>conversations</b> 12:6 21:24 24:7 35:5 37:9 48:24 49:16 51:19,21		<b>dad</b> 165:25
			<b>dad's</b> 56:2
			<b>date</b> 6:14,20 8:3,9,12 39:24 53:4,23 54:8 102:24 106:13,25 108:2 109:15 112:6,7 122:1,11 163:8
			<b>dated</b> 54:15 104:12
			<b>dates</b> 7:1
			<b>dating</b> 53:12

<b>daughter</b> 11:14 12:18 16:19,24 31:17,22 36:12 74:6, 11 84:16 85:11 86:10 92:25 118:10	43:24 124:21 126:6 145:5	<b>determination</b> 43:25	128:4
<b>daughter-in-law</b> 43:5	<b>decisions</b> 43:21	<b>determine</b> 25:1 47:13 59:9,25	<b>discrepancy</b> 78:14
<b>daughters</b> 148:4	<b>declared</b> 66:4 144:9 147:18	<b>determined</b> 142:20	<b>discuss</b> 13:25 16:10 19:11 30:15 32:20 33:7 39:16 74:25 167:6,10
<b>day</b> 7:17 9:10 13:17 15:5,8 21:18,20 38:4 44:25 62:20 64:3 75:5 86:16 114:21 115:24 143:4,5 144:4,9 149:18,22 152:12,13 153:1,5,8 159:8 164:22,24	<b>declaring</b> 66:2	<b>determining</b> 94:23	<b>discussed</b> 7:10 10:11 20:3 22:2 46:25 75:1 82:4 87:6 126:14 146:4 159:22
<b>day-to-day</b> 92:4	<b>defaults</b> 68:6	<b>devoted</b> 79:3	<b>discussing</b> 69:21 151:15 167:4
<b>days</b> 46:13 72:19,20 102:24 103:5 115:15 125:16	<b>delegate</b> 68:16,18 69:4	<b>diagnosis</b> 46:20 59:2 159:8	<b>discussion</b> 13:24 31:5 42:5 43:4 72:2 119:16 125:23 127:13 131:14 144:24 160:5 165:1
<b>dead</b> 59:6,16,17,20	<b>delegated</b> 68:21	<b>die</b> 125:11	<b>discussions</b> 69:9 95:21
<b>deal</b> 30:8 34:10 38:25 82:21 126:10 168:2	<b>delegating</b> 68:13	<b>died</b> 27:7 39:8 80:24 81:1,20 109:13 136:20,21,23 154:5 173:1,6	<b>disinherit</b> 19:18,19 74:6,10
<b>dealing</b> 158:11	<b>delve</b> 27:12 55:13 116:15	<b>dies</b> 74:2 100:14	<b>disinherited</b> 74:20 85:11
<b>deals</b> 161:20	<b>dementia</b> 47:20	<b>difference</b> 66:25 77:21 133:10,14 135:19	<b>disposing</b> 19:8
<b>dealt</b> 101:14	<b>depending</b> 169:4	<b>difficult</b> 49:24 68:11 140:23	<b>distance</b> 22:8
<b>Dear</b> 137:23	<b>depends</b> 34:19 100:10 151:14	<b>difficulties</b> 22:12 23:17,18	<b>distinction</b> 142:12
<b>death</b> 69:1 89:7 108:2 109:15 132:10, 12 133:4 165:12 172:18 173:11,18	<b>deposit</b> 112:11	<b>dignity</b> 148:21	<b>distressed</b> 159:1
<b>debtor</b> 105:14	<b>deposition</b> 5:6,13, 15,18 15:23 49:20 79:2,3 91:25 93:19 111:13 113:5,13 120:12 127:21 129:17 135:21 140:15 141:5 142:8 143:23 144:1 146:4, 9,13 150:25 171:15	<b>diluted</b> 170:23	<b>distribute</b> 101:6 109:20
<b>deceased</b> 125:12	<b>deprive</b> 153:19	<b>dipped</b> 169:24	<b>distributed</b> 100:14 154:6
<b>decedent</b> 81:18 100:14	<b>descendants</b> 56:4	<b>dipping</b> 24:20 169:20 171:3	<b>distribution</b> 26:22 100:6,15,17 101:8 153:25 154:19 166:9, 23 170:25 173:10
<b>decedent's</b> 27:17 81:6 82:8 100:13,15 101:6 105:23 109:15 133:6,8,17 134:10	<b>describing</b> 116:11	<b>direct</b> 80:14	<b>distributions</b> 41:24 100:2 139:21 166:5 173:16
<b>December</b> 67:10,15 69:11 70:2 73:5 104:12	<b>descriptions</b> 143:14	<b>directed</b> 80:10	<b>divide</b> 109:20
<b>decide</b> 33:20 155:6	<b>designation</b> 76:17 78:8 113:19,25 115:10 123:25 129:8 133:9 134:3 139:8	<b>direction</b> 43:21 80:21	<b>divided</b> 76:15 82:8 125:22
<b>decision</b> 13:14	<b>designations</b> 132:7 133:16,17 141:15,20	<b>directly</b> 33:1 41:25 42:1,2	<b>dividend</b> 81:19
	<b>desire</b> 121:17	<b>disability</b> 42:6 43:4 168:1 172:18	<b>divorce</b> 25:18 84:20, 24 85:3 88:10 126:16 127:14
	<b>destroying</b> 19:5	<b>disagree</b> 132:24	
	<b>detailed</b> 97:23	<b>disclosures</b> 90:1	
	<b>details</b> 24:10	<b>discord</b> 127:15	
		<b>discovered</b> 38:18	
		<b>discovery</b> 136:8	
		<b>discrepancies</b>	

<b>divorced</b> 25:19 126:25	<b>dollars</b> 100:20	<b>Edward</b> 11:18,21 12:4,6 164:10	131:3
<b>doctor</b> 44:7 46:16, 20,21 51:23 53:6 54:10 55:2 59:24 65:4,16 66:18 146:17 147:5,10,24 168:10, 23	<b>doors</b> 26:5	<b>effort</b> 153:18 156:5	<b>enforceable</b> 94:22 95:10 131:7
<b>doctor's</b> 40:20 44:1, 2,6 48:17,18 50:11, 19 54:2 58:24 64:17 168:12	<b>draft</b> 135:6,7	<b>elderly</b> 148:5,21	<b>enforced</b> 94:24 132:9
<b>doctors'</b> 46:22 48:3 66:2,15 158:12	<b>drafted</b> 76:12 128:17 131:1,7 135:11 154:24 156:11,15	<b>elicited</b> 110:2	<b>enforcement</b> 131:2
<b>document</b> 15:15 18:16,20 19:2,5,14 20:20 24:5 25:14 47:2 73:9 75:1,9 76:3,7,11 82:22 83:25 84:16 86:22,25 105:1 111:24 112:6, 17,20,23 114:8 115:3 120:15 121:4,5,14,18 122:20 123:15 124:6, 15 131:20,21 134:6,9 135:8,14 136:2,16 137:21 142:2,3,22 152:7 153:6 156:22 165:22	<b>drafter</b> 150:23	<b>Elmer</b> 27:6 39:8 47:20 80:24 81:12,20 125:11 132:10,12 163:15 173:1,3	<b>enforcing</b> 96:3
<b>documentation</b> 67:4 74:5	<b>drafting</b> 142:3	<b>Elmer's</b> 76:1 101:5 154:4	<b>engaged</b> 103:5
<b>documents</b> 6:8 20:13,24 21:14,22 24:11 33:7 61:20 62:3,19,21,24,25 63:19 64:4 69:12,18 70:3 71:9,13 72:10, 18 74:19,22 92:15, 23,25 93:4,9 96:20 107:1 112:14,15,25 113:1,4 114:10,20 115:2,17 118:9,11, 17,19 120:20,22 122:24 123:3,7,10 127:24 128:17 129:13 131:1 132:9 134:12 135:22,24 137:12 138:24 143:1 150:23 152:14 154:5 155:3,16 156:10,15, 16,17 157:4 162:10	<b>draw</b> 15:15 145:3	<b>else's</b> 18:1 120:4	<b>engagement</b> 102:22
	<b>Drina</b> 31:20 127:16 159:20 164:6,8	<b>email</b> 9:7,15 11:6 28:7 29:13,15,25 32:15 33:2,11 35:24 36:2,9,12 46:12,17 48:16,23 50:11,15,17 51:5,7,8,16 53:3,4,25 54:14 55:25 58:23 60:25 61:2,9 62:19 63:10 64:18,23 65:2, 9,10,12,13 77:3 89:6 106:25 107:20 108:16 137:16 138:4, 6,10,13 139:5,18 140:1,4,13,24 141:4, 25 142:1 147:15	<b>engaging</b> 136:22
	<b>DRIP</b> 81:17	<b>emails</b> 29:14,18,22 39:12 64:17 78:21 89:1,6,11 93:14 105:19 137:16 138:2 139:24 146:1 147:4 168:21	<b>ensure</b> 43:21
	<b>drive</b> 44:25 45:1,25	<b>employee</b> 135:20	<b>enter</b> 114:20
	<b>driving</b> 46:6 49:4	<b>encephalitis</b> 51:25 124:9 127:7 144:11, 23 161:18,19 162:2,4	<b>entire</b> 155:4 168:23
	<b>dropped</b> 60:14 167:19 168:5	<b>encounter</b> 39:7 87:18 116:10 122:22	<b>entity</b> 135:23
	<b>drove</b> 44:16,17 45:2, 3,12,21	<b>encourage</b> 151:15	<b>entries</b> 35:22 39:10 87:13,15
	<b>dry</b> 127:1	<b>encouraged</b> 49:4	<b>entry</b> 7:16 11:13 13:20 20:10 21:3,4,9 35:24 36:11 38:3 39:13,24 65:1 73:4, 11 74:1 75:24 76:22 88:12 130:5
	<b>due</b> 23:24 24:1 112:6 148:15 159:11	<b>end</b> 33:3 36:11 59:21 133:5	<b>equal</b> 25:17,25 26:3
	<b>duly</b> 5:2	<b>ended</b> 31:1 44:4	<b>equally</b> 139:18 154:6
	<b>durable</b> 82:24	<b>ends</b> 43:18	<b>equate</b> 119:18
	<b>duties</b> 66:1,3,6 97:2, 3 147:20	<b>enforceability</b>	<b>error</b> 108:19
	<b>duty</b> 61:8		<b>establish</b> 137:5
	<b>dying</b> 27:12		<b>established</b> 58:14 123:3
			<b>establishes</b> 94:25 124:16
	<b>E</b>		<b>estate</b> 27:8 33:17 100:22,23 117:14 130:2 136:4 139:22 140:5,15 154:5
	<b>earlier</b> 22:11 51:14 79:2 114:14 116:5 123:19,21 127:14,21 134:24 135:2 138:25 139:5,14 141:5,19 142:24 145:7 146:4,8 165:3		<b>evaluate</b> 119:21 128:20
	<b>early</b> 57:15,20		<b>evaluated</b> 44:8,9 51:18 58:25
	<b>easier</b> 91:4,5		<b>evaluation</b> 51:22 52:8 148:14

<b>event</b> 11:1 100:7 121:3	60:23,25 61:17 65:7, 8,9 67:9 69:24 73:14 94:6,8 102:5,10,12, 19,21 103:11 104:11, 23,25 106:22,24 108:14,16 113:8,18, 24 114:5,12,13 115:9,12,24 116:4,7, 10,25 117:19,21 119:7 124:11 128:7 129:7,11,13,15 131:12,22 132:8,15 133:11 136:12 137:13,14 151:22,23 152:1,13 163:14 171:20 172:3,7	<b>expressed</b> 21:12 22:11 146:11 153:8 160:22 167:21	<b>father</b> 165:4,5
<b>events</b> 120:19		<b>expressing</b> 119:17 127:4	<b>father's</b> 165:11,17
<b>everybody's</b> 29:13		<b>extent</b> 107:17 139:21 142:5 172:10	<b>fear</b> 160:22
<b>evidence</b> 71:19,23, 25 95:1 129:1 139:10 153:13,15,22 156:2		<b>extra</b> 57:1 107:10	<b>February</b> 85:8 105:24 106:14
<b>evidently</b> 10:10		<b>extremely</b> 158:25	<b>Federal</b> 110:20 140:1
<b>evolution</b> 146:10		<b>Exxon</b> 80:5 107:4, 20,25 108:18,23	<b>fee</b> 102:14 103:6,13, 16,19,21,22 104:11, 15 136:13,19 137:1,4
<b>ex-wife</b> 84:19		<b>eye</b> 152:16	<b>feel</b> 44:22 60:1
<b>exacerbate</b> 144:16		<b>eyes</b> 153:23	<b>feeling</b> 169:17
<b>exacerbated</b> 144:23			<b>feelings</b> 42:15
<b>exact</b> 83:10 129:6 161:15	<b>exhibits</b> 150:25		<b>felt</b> 160:6 167:22
<b>EXAMINATION</b> 5:3 111:10 157:19 171:17	<b>exist</b> 70:13	<b>F</b>	<b>fiduciary</b> 68:16,20 79:11,13,18 80:5,12 97:1,2
<b>examined</b> 146:17	<b>existed</b> 95:1	<b>face</b> 109:4 151:9	<b>fiduciary's</b> 97:1,3
<b>examples</b> 158:8	<b>expect</b> 12:23 148:4	<b>faces</b> 171:7	<b>figure</b> 27:8 117:10 150:6 168:2
<b>exception</b> 33:10 57:25	<b>expectation</b> 140:20	<b>fact</b> 22:10,16 93:25 118:19 123:14 129:25 141:3,8 143:11 147:9 153:8 155:19 156:4 159:5 163:20	<b>file</b> 18:25 120:18 122:23 135:14 168:1
<b>excerpting</b> 120:1	<b>expectations</b> 12:25	<b>factor</b> 126:17 127:18	<b>filed</b> 85:3 110:20 111:14,15 135:22 141:4 143:21 155:16
<b>exchange</b> 36:6,9 53:3 140:4	<b>expected</b> 12:20	<b>factors</b> 127:8	<b>final</b> 19:12
<b>excluded</b> 37:18,20	<b>experience</b> 26:2,4 27:2 38:20 44:11 49:10,13 50:6 117:25 141:1 148:9 154:10, 13,16 157:22	<b>facts</b> 119:12,25 129:1	<b>finances</b> 27:12 30:16 43:17 49:5 127:5 148:16 161:23 168:3,25
<b>executed</b> 132:10 135:15,16 142:25 156:10,16	<b>experiences</b> 128:16	<b>fail</b> 151:22 172:17	<b>financial</b> 24:4 66:11, 22 126:10 171:5
<b>execution</b> 119:7 122:1,11	<b>expert</b> 95:15 96:5,9, 15	<b>fair</b> 11:8 122:25 123:1 150:2 166:17	<b>find</b> 9:24 45:23 58:22 81:14
<b>executors</b> 24:21 124:17	<b>explain</b> 100:12 132:23 142:14 151:7	<b>faith</b> 95:3,12	<b>finding</b> 167:2 170:21
<b>exercise</b> 125:4,16 134:3	<b>explained</b> 8:5 21:20 27:24 41:6 131:18 141:19 152:1 156:19 167:6	<b>fake</b> 139:7 141:16	<b>fine</b> 28:15 44:2,3,16 49:14 55:12,14 56:18 59:25 60:5,8 114:23 158:20
<b>exercising</b> 88:20	<b>explaining</b> 71:13 130:20 138:25 151:8 156:24	<b>falls</b> 141:9	<b>finish</b> 75:13 150:12 170:9
<b>exhibit</b> 6:7,15,16,18 8:21,23,25 9:7 10:1 17:17 29:9,12 31:25 32:2,11 36:9 46:9,10, 12 48:14,16 50:17, 24,25 51:1 52:25 53:2,11 56:23,25 57:19 58:17,22	<b>explanation</b> 54:8 78:3 105:19 121:10	<b>familiar</b> 102:25	<b>finished</b> 9:19 56:16 133:22
	<b>exponential</b> 125:21	<b>familiarize</b> 21:10 40:2	
	<b>express</b> 114:5 121:13,17,22 123:9 149:20	<b>family</b> 27:25 28:18 51:4 52:9 53:6 59:1 60:6,18 65:16 91:14, 21 136:4 146:25 163:15 167:10	
		<b>fast</b> 158:5	

<b>fire</b> 112:10	97:9,10,15,18 98:1,2, 7,8,11,12,18 101:17, 18 103:2,17,24 104:4 106:18 108:23 110:8, 17 115:20 116:1 117:5 119:2,9 120:7 122:15 123:12,18 141:11,18 145:8,20 146:5 148:1,7,11,23 152:4,9,19 153:3,16 154:2,22,25 155:10 157:1,6 160:9,25 161:1,5,6 163:1,4 164:3,16 165:2,9,14, 15,18 166:2,3,16 167:13 168:7,8,16 170:2,3 173:12,13, 21,22,23	<b>frustrated</b> 151:10	147:23 151:24 169:16 170:12
<b>firm</b> 11:18 19:1 53:19,21 54:4 58:13 63:4 70:11,13 104:9, 16 111:23,24 112:11 129:18,20,24 135:6,7 136:2 143:19		<b>fulfill</b> 66:3	<b>giving</b> 28:9 42:25 90:5,12 170:21
<b>firm's</b> 135:13		<b>fully</b> 80:22,24,25 133:6,7 140:6	<b>glance</b> 137:18
<b>fit</b> 127:3		<b>function</b> 161:23	<b>gleam</b> 41:16,19
<b>flag</b> 23:5 115:2 158:6,7,9 159:4 160:8		<b>functions</b> 134:5	<b>God</b> 159:2,15
<b>Flighted</b> 158:17		<b>funded</b> 91:9,11	<b>good</b> 40:21 95:2,11 98:24 128:15 160:21 161:24 164:21
<b>flip</b> 128:7		<b>funding</b> 93:3 164:11,12,14	<b>goodness</b> 84:8
<b>focused</b> 52:5		<b>funds</b> 11:22 17:8 164:22,24 167:23	<b>granddaughter</b> 19:19 85:19
<b>folks</b> 113:14	<b>formed</b> 124:13,19	<b>funny</b> 164:19	<b>grandkids</b> 91:8
<b>follow</b> 157:17 171:10	<b>forms</b> 138:24	<b>fuzzy</b> 44:11	<b>granted</b> 134:4
<b>follow-up</b> 120:13 157:11,14	<b>forthcoming</b> 151:16		<b>grantor</b> 133:5,7
<b>font</b> 77:9,10,19,21,24 78:2	<b>forthright</b> 151:16	<b>G</b>	<b>grantors</b> 173:1
<b>forbid</b> 159:15	<b>forward</b> 31:4 59:8, 12 60:12	<b>gauge</b> 23:11	<b>grasp</b> 158:14
<b>forced</b> 122:4,13	<b>found</b> 81:16 82:7 159:4 168:12	<b>gave</b> 27:3 31:2 38:7 82:20 85:18 93:5 143:23 144:4 158:8, 19	<b>great</b> 168:2
<b>foreclosure</b> 94:23 95:5	<b>founder</b> 76:18 78:9 165:23	<b>general</b> 82:24 151:13,19	<b>grinds</b> 141:5
<b>forfeit</b> 125:18	<b>frame</b> 17:12,14 34:19 103:4 125:24	<b>generally</b> 96:24	<b>ground</b> 139:15,16 141:9
<b>forfeiture</b> 94:20,25 95:4 96:3,24	<b>frankly</b> 6:9	<b>generation</b> 101:1	<b>group</b> 118:6 156:5,6
<b>forged</b> 129:2	<b>fraud</b> 155:14,17,18 156:5	<b>genesis</b> 28:2	<b>groups</b> 130:19
<b>forgetting</b> 38:19 115:5	<b>free</b> 46:2 101:8 115:17	<b>get all</b> 167:15	<b>guaranteed</b> 102:23
<b>forgot</b> 38:11	<b>Freed</b> 53:20 54:15 111:12 129:19 135:19,20,23 136:13 137:13 143:19	<b>gift</b> 25:21,23 26:22, 24 41:25 42:2 56:1 80:10,11,18,21 91:7 99:9,18 100:15,22 101:7,9,11,13 125:5, 13,14,16,17,19,24 126:2 166:10,13,21	<b>guess</b> 10:15 12:17 22:4 33:21 36:20 39:5,6 49:17 53:22 57:24 58:7 59:7 66:10 76:5 84:25 101:20 135:17 163:20 169:18,19 171:3 172:5 173:14
<b>form</b> 9:14 14:1 15:3 17:4 22:6,20,21 23:9 24:12 34:25 41:18 42:3,17,21 43:2,19 47:10,18,21 49:12 50:2 58:19 59:11,22 60:16 61:18 66:9 67:20,24 68:17,22 69:19 71:21 74:12 80:7,8 83:19 87:2,10, 22 89:18 91:17,18 92:17,18 93:2 95:13, 14,23,24 96:6,7,8,12	<b>freedom</b> 118:25	<b>gifting</b> 125:3	<b>guidelines</b> 91:2
	<b>frequency</b> 38:21	<b>gifts</b> 35:13 52:21 64:24 80:14,21 99:15,16 173:16	<b>guy</b> 18:11 127:1
	<b>frequently</b> 148:19	<b>girls</b> 28:3	<b>guys</b> 8:25 94:13 98:17
	<b>front</b> 8:4 51:2 114:25 147:16	<b>gist</b> 86:11,13 155:25	<b>H</b>
	<b>Frost</b> 85:22,24 86:1, 6 163:17	<b>give</b> 25:6,23 32:3,4 42:20 43:20 75:17 84:2 99:23 144:3	<b>hair</b> 91:7
			<b>hallway</b> 45:15

<b>halt</b> 139:16 141:6,10	<b>high</b> 127:1 159:14	<b>implement</b> 26:12	89:16,21,25 90:4,9, 11 110:17,24 120:8 122:2,12 126:20
<b>hampering</b> 139:18	<b>hint</b> 31:15	<b>implications</b> 19:11	
<b>hand</b> 6:11,25 8:24 9:3 32:1 56:24	<b>Hispanic</b> 18:11	<b>important</b> 11:1 167:22	<b>informed</b> 38:11 68:13 153:11
<b>handing</b> 60:24	<b>history</b> 6:11 70:6 95:18 130:4	<b>imposed</b> 80:15	<b>inheritance</b> 25:15 56:2 106:17 107:5,21 108:1,7,24 109:21 170:25 171:2
<b>handle</b> 34:18 49:5 66:11	<b>home</b> 20:14 51:11, 12 67:17 70:15	<b>impression</b> 145:9 147:23 151:25 159:3	
<b>handling</b> 30:16 66:6,22 147:20 168:25	<b>honestly</b> 63:16 163:25 167:11	<b>impressions</b> 138:12,16 152:12	<b>initial</b> 138:12,15
<b>hands</b> 83:16	<b>hospital</b> 31:12 42:2 52:16 83:15	<b>improper</b> 148:17	<b>initially</b> 82:19 110:20
<b>Hang</b> 122:5	<b>hour</b> 57:14 58:1,7,8	<b>inaccurate</b> 67:19	<b>initials</b> 88:17
<b>haphazardly</b> 20:5	<b>house</b> 11:12 12:15 14:8,11 15:18 20:19 21:14 25:18 61:4,13 62:20 63:1 64:4 113:2 149:2,21 168:18 170:24	<b>incapacitated</b> 59:10 91:6	<b>initiated</b> 140:1
<b>happen</b> 17:7 24:3 28:21 37:18 76:2 86:20 94:12 154:23 159:16		<b>include</b> 113:7 145:5	<b>insisted</b> 48:20
<b>happened</b> 10:24 30:23 40:1 53:6 75:6 163:22 169:2	<b>Houston</b> 52:15	<b>included</b> 131:15	<b>insurance</b> 30:5 125:5,9,10,20,22,25 126:3 138:23,24
<b>happening</b> 12:12 43:13 74:3 160:4	<b>husband</b> 126:16	<b>including</b> 94:21	<b>intend</b> 102:9
	<hr/> <b>I</b> <hr/>	<b>incompetent</b> 47:9 66:5 144:9 147:19	<b>intended</b> 96:23
<b>hard</b> 7:18 84:18 158:5	<b>idea</b> 20:18 26:5 33:22,24 34:16 37:23 38:16 40:21 42:22 43:6 44:21 45:1 58:20 72:20 74:15 77:6 83:6,20 89:10 132:24 143:3 160:21	<b>inconsistent</b> 143:3	<b>intent</b> 139:11 154:3
<b>head</b> 37:5 64:7 135:12		<b>increase</b> 103:6,19, 21	<b>intention</b> 155:20
<b>headed</b> 44:11		<b>indicating</b> 20:11 90:1	<b>interacting</b> 22:13,18
<b>hear</b> 55:5 56:7 88:19, 22 111:8 157:12	<b>identified</b> 150:24	<b>indication</b> 13:12,23 15:9 25:3 65:20 75:3, 17 117:6	<b>interaction</b> 91:13
<b>heard</b> 42:14 52:21 54:10 55:2 107:14 119:15 127:21 128:24 143:11 144:14 172:6	<b>identify</b> 123:15	<b>indications</b> 120:19	<b>interactions</b> 14:24
<b>hearing</b> 111:5	<b>ignore</b> 46:5	<b>indicative</b> 139:4 141:12	<b>interest</b> 83:1 94:21
<b>helpful</b> 133:21,24 134:16,18,22	<b>il</b> 143:13	<b>individual</b> 41:25	<b>interested</b> 130:21
<b>helping</b> 11:14 12:18 81:23	<b>ill</b> 159:25	<b>individually</b> 35:5 143:20	<b>interim</b> 97:22
<b>helps</b> 136:6	<b>illness</b> 158:14 163:21	<b>influence</b> 117:4,7,9, 10 118:7 119:8,12, 18,22 120:2,5	<b>interrupt</b> 36:5
<b>Hermann</b> 158:18	<b>illnesses</b> 144:16	<b>influenced</b> 118:24 122:3,13	<b>intervals</b> 143:13,14
<b>hey</b> 136:25 137:2	<b>imagine</b> 28:11 140:25	<b>influencing</b> 121:23	<b>intimidation</b> 92:7,8
	<b>impact</b> 167:8	<b>info</b> 108:18	<b>invalid</b> 132:9,25
	<b>impatience</b> 50:3,4	<b>information</b> 28:6, 10,24 29:16 30:7 38:8 57:2,3 84:20	<b>involved</b> 16:2 28:19 30:12,25 31:1,6,15 37:10,15,19 49:21 52:9 91:24 108:9,11 109:9,11,12 141:8 145:21 164:14,20
	<b>impatient</b> 50:7		<b>involves</b> 62:10
			<b>involving</b> 12:7
			<b>irrational</b> 142:5



<b>irrelevant</b> 126:23 138:18	<b>kinds</b> 42:9 115:5	<b>legal</b> 155:14	<b>loans</b> 25:11 26:7 135:8
<b>irrevocable</b> 30:3 100:13 125:3,9 165:4 166:6,14	<b>knew</b> 14:10,14 25:5, 16,20 26:19,25 75:17 149:25 158:2 162:3 170:23	<b>legislative</b> 95:18	<b>lobbies</b> 118:6
<b>irritated</b> 151:9	<b>knowing</b> 81:19 159:25	<b>letter</b> 44:1,2,6,8 49:6 50:10 55:7,20 66:21 82:18 102:24	<b>local</b> 24:22 86:6
<b>issue</b> 12:3 26:7 47:19,24 53:14 54:8 56:11 59:6,15,17,21, 23 60:14 66:25 82:6 126:5 127:17 132:13	<b>knowledge</b> 69:7,9 104:15 130:25 144:8 152:21	<b>letterhead</b> 129:23	<b>locations</b> 52:18 68:9 73:3
<b>issues</b> 6:3 34:9 44:12 48:6 81:16,21, 23 124:9,10 126:14 127:13 131:5 142:6 152:16	<b>KUNZ-FREED</b> 5:1	<b>letters</b> 46:23 48:3 66:15 125:15	<b>logistical</b> 73:1
<hr/> <b>J</b> <hr/>	<hr/> <b>L</b> <hr/>	<b>letting</b> 67:21	<b>logistically</b> 68:11
<b>JADLOSKI</b> 98:19	<b>label</b> 84:13	<b>level</b> 31:2 141:16 169:4	<b>long</b> 9:18,25 11:13 21:4 31:11 38:24 45:15,16,18 57:4,14 58:6,15 74:23 82:25 97:22,23 100:21 150:18 163:21
<b>January</b> 102:14 139:23	<b>labeled</b> 56:25 132:3	<b>lie</b> 71:7	<b>longer</b> 19:1 70:11 79:17 80:19
<b>job</b> 43:16,18	<b>lack</b> 152:25	<b>lieu</b> 37:1 59:9	<b>looked</b> 24:13
<b>joint</b> 82:18 83:8	<b>language</b> 65:24 66:1 83:2,9,18 95:8 97:7, 17 133:14	<b>life</b> 30:5 125:5,9,10, 20,22,25 126:3 158:17	<b>loses</b> 80:20
<b>Jones</b> 11:18,21 12:4, 7 164:10	<b>larger</b> 78:2	<b>light</b> 81:22	<b>lost</b> 54:14 125:8 146:7
<b>judicial</b> 97:3	<b>latest</b> 93:14	<b>limitations</b> 16:12, 18,22	<b>lot</b> 58:18 89:11 94:13 97:24 130:3 137:19 150:25 152:11 157:22 158:12 159:19 167:1 170:20
<b>July</b> 103:12,16 158:15 159:7 171:22	<b>law</b> 19:1 58:13 70:11, 13 95:12,16,18,22 96:24 112:11 129:19 143:19 155:21	<b>limited</b> 22:4,7 91:14, 16,19	<b>love</b> 11:3
<b>June</b> 26:6,10,11 113:19 115:9 117:19 129:7 132:24 134:9	<b>lawsuit</b> 111:14,15 131:6 132:5,13 140:2 143:20	<b>limiting</b> 15:8	<b>lucid</b> 143:8,9,13,14 144:3
<b>jury</b> 142:14	<b>lawyer</b> 130:11	<b>limits</b> 22:8	<b>Luke's</b> 108:21
<hr/> <b>K</b> <hr/>	<b>lawyers</b> 142:9	<b>lines</b> 135:8 138:20 145:13	<b>lunch</b> 93:16 98:16, 18,25 99:2
<b>kid</b> 25:6 83:10	<b>lead</b> 74:5 124:10	<b>liquidity</b> 106:4	<hr/> <b>M</b> <hr/>
<b>kids</b> 11:25 25:5,17, 21 39:12,17 83:13 101:7 173:18	<b>leads</b> 141:3	<b>list</b> 108:20 109:16	<b>made</b> 11:8,20 13:14 17:15 18:1 22:3 32:22 38:12,19,25 39:3 41:13 43:9,14, 15 46:14 49:17 63:9 77:1 80:10,14 82:1 86:10 88:12,15 90:1 92:13 99:17 108:19 117:14 124:5,7 125:13,14,16 126:3, 23 128:25 132:12 139:17 145:1,5,10
<b>kind</b> 10:23 11:1,13 24:10 27:25 53:14 71:12 81:9 88:8 90:1, 11,23 118:6 127:15 142:4 151:11 169:17	<b>learn</b> 139:25	<b>listed</b> 10:9	
	<b>learned</b> 135:21	<b>litany</b> 66:13	
	<b>leave</b> 9:20,22 57:15 168:19 171:8	<b>litigants</b> 143:20	
	<b>lecture</b> 130:7	<b>litigated</b> 96:16,20	
	<b>lecturer</b> 130:12	<b>litigation</b> 131:2,9 139:15,17 141:4,9	
	<b>led</b> 16:15	<b>live</b> 155:8	
	<b>left</b> 7:12 57:20 60:21 127:1 158:20 171:15	<b>lives</b> 49:1	
		<b>living</b> 38:12 69:1 113:9 133:3 136:15	
		<b>loan</b> 11:25 25:13,25 105:16	
		<b>loaning</b> 105:22 135:3	

146:15,16 156:10	<b>marked</b> 6:7 8:23,25	<b>memory</b> 21:21	<b>missed</b> 81:20
163:23 165:6,11	29:9,12 31:25 32:2	120:22 121:19	169:18
166:24 168:9,14,21,	36:9 46:10,12 48:14,	164:10,23	<b>mistaken</b> 149:10
22 169:20,23 171:4	16 50:25 52:25 53:2	<b>Mendel</b> 22:20 23:9	<b>misunderstood</b>
173:17	56:23,25 60:23,25	32:7,10 53:10 66:9	144:19
<b>main</b> 58:13	65:7,9 94:6,8 102:10,	84:13 91:15,18 92:17	<b>modified</b> 133:8
<b>maintained</b> 95:2,11	12,19 103:11 104:11,	95:13,23 96:8 97:9,	<b>mom</b> 11:7 22:23
<b>make</b> 6:17 13:18,20	23,25 106:22,24	15 98:1,7,11 101:18	23:20 24:17,23 30:15
14:6 17:25 19:13	108:14,16 113:8	139:14 157:10,16	35:2 40:19 43:5 44:7
20:3,12,19,22 22:19	136:12 137:14	160:25 161:6 165:15,	51:3 52:11 61:3
25:11,24,25 26:7	<b>married</b> 126:25	18 166:2,16 168:7	65:16 66:16 80:10,
30:22 33:25 34:5	<b>Marta</b> 31:22 74:20	170:2 171:9 173:12,	13,18,19 146:16
37:24 39:16 41:23	76:5 118:11,12	22	147:4,24 149:22
43:24,25 46:19 51:25	<b>master</b> 110:19	<b>mental</b> 46:1 148:14	170:11
52:21 62:6 63:25	<b>material</b> 135:23	<b>mentally</b> 66:4	<b>moment</b> 59:21
64:1,24 78:18 79:4,	<b>matter</b> 74:13 95:10	147:19	142:19,21 143:8,9
21 80:4,11,14 87:8,	117:12	<b>mention</b> 52:4	<b>moments</b> 143:12
14 91:4,5,7 93:12	<b>matters</b> 130:13	<b>mentioned</b> 12:19	144:10
112:8,17 114:18	<b>meaning</b> 36:15	85:22 114:14 117:23	<b>Monday</b> 36:12
122:4,14 125:19	<b>means</b> 15:18 32:21	120:11 135:3 138:1	<b>money</b> 24:16,17,18,
133:21 140:22	36:1 76:6 148:17	139:15	23 24 25:2,4,6,7,14,
141:14 154:19	153:19	<b>message</b> 33:19	23 42:16,20 43:1
159:17 164:21	<b>meant</b> 31:1 95:9	<b>met</b> 67:16 70:2,4	90:24 91:8 105:22
165:12,23 166:5,6,18	99:21 107:17 156:25	75:16 111:12,19	125:6 135:3 138:21
167:22 169:22	173:18	114:4 131:11 153:1	139:2,3 162:15 165:7
170:18 171:7	<b>mechanism</b> 10:8	<b>middle</b> 23:16,19	167:21 169:7,11,13,
<b>maker</b> 105:13	<b>medical</b> 25:7 41:24	29:19 39:13	18 170:6,7,11,14,21
<b>makes</b> 20:1	167:24 168:11	<b>million</b> 100:19	171:1
<b>making</b> 21:13 23:1	<b>medication</b> 158:19	<b>mind</b> 11:17,19 23:4	<b>month</b> 139:25 141:4
25:13 27:20 30:19	<b>meet</b> 15:25 36:14	44:5 59:21 112:19	<b>months</b> 140:7,13
35:13 38:22 41:14	72:17 87:21	115:4,18 117:8 120:4	<b>moral</b> 139:11
43:21,24 99:15 115:3	<b>meeting</b> 16:9,14,15	123:16 160:7,22	<b>morning</b> 168:13
121:13 124:22	18:3,5,7 19:11,23,25	<b>mind's</b> 152:16	<b>morphed</b> 30:11
142:21 164:2 167:25	20:12 27:25 28:18	<b>mine</b> 107:11	<b>mother</b> 7:11 9:12,21
<b>mal</b> 139:11	32:20 33:6 34:1 37:2	<b>minute</b> 11:12 22:3	10:2,21 14:25 15:2
<b>manage</b> 43:16 68:9	39:15 61:14,16 62:12	93:17 116:11 117:23	22:5,12,13,17 23:18
126:9 127:5	67:11,15 69:20 72:14	<b>minutes</b> 39:20 57:14	33:12,17 34:9 41:15
<b>managing</b> 148:15	73:12 74:24 75:18	<b>misexplained</b> 157:4	42:20,25 46:15 56:1
<b>mantle</b> 79:18	85:13,17 86:20	<b>misfeasance</b>	60:19 63:10 66:8
<b>mantra</b> 159:20	126:21 131:18,19	139:11	78:22,23 79:5 80:4
<b>March</b> 85:17 86:7	149:14 156:22,24	<b>misrepresentation</b>	86:17 92:15 108:20
<b>mark</b> 8:21 29:10	<b>meetings</b> 16:2,5	155:19 156:3	119:17 157:24 158:2,
31:24 46:8 48:12	70:6 91:24 150:20	<b>misrepresentation</b>	10 159:7,11,23
50:23 52:24 56:22	151:20	<b>s</b> 92:13 156:9,17	160:5,14,17 163:24,
60:22 65:6 94:4	<b>Memorial</b> 158:18		25 164:1,6,11
102:4,18 137:12	<b>memories</b> 105:15		168:10,12,24 169:1,
138:21			3,21 170:20 171:13

<b>mother's</b> 32:20 33:7 160:19,21 164:10,23 167:16 168:18 169:6, 11	15,18 91:5,25 93:1 109:13 113:2 114:4,8 115:16 118:16 119:20,25 120:13 125:11 127:4,18 131:11,14 135:8 136:20,21,23 137:3 140:8 144:15 145:5, 13,22 146:17 147:25 149:17 150:21 151:2, 22 152:14,25 153:14, 19 154:9 156:10,15, 16,17,22,24 157:4 161:11 163:16 172:12 173:19	61:11 62:10 63:19 64:14,18,21,23 65:3 66:2,19 67:14,18 69:9,16 70:6 73:25 77:5,14,18 81:10,11 84:15 87:14,15 106:8 120:18 121:2 122:23 135:7,22 161:15	20 146:5 148:1,7,11, 23 152:4,9,19 153:3, 16 154:2,22 155:10 157:1,6 160:9,25 161:1,5,6 163:1,4 164:3,16 165:2,9,14, 15,18 166:2,3,16 167:13 168:7,8,16 170:2,3 173:12,13, 21,22,23
<b>motivated</b> 126:5		<b>notice</b> 50:14 51:7	<b>obligation</b> 79:11
<b>motivating</b> 126:17 127:8		<b>noticed</b> 12:19 87:13 104:18	<b>obligations</b> 68:20 79:13,19 80:6
<b>move</b> 99:4		<b>notified</b> 20:6 31:3	<b>observations</b> 152:22
<b>moved</b> 45:17 50:15		<b>November</b> 46:16 53:6 54:15 55:23 65:2,15 69:10	<b>occasion</b> 30:8 116:9
<b>moving</b> 31:4 59:8,12		<b>number</b> 6:12,13 29:3 32:3 37:21 53:10,20 57:8,13 58:4,9,13 137:8 147:16	<b>Occasionally</b> 103:3
<b>multiple</b> 30:20 115:3 122:19		<b>numbers</b> 6:24 28:13 57:4 65:10 102:7	<b>occasions</b> 120:12 123:4 168:20
<hr/>			
<b>N</b>			
<hr/>			
<b>named</b> 24:6 68:3	<b>Nelva's</b> 11:12,20 12:9 40:6 58:24 62:20 67:17 70:15 81:13 89:7 101:5 126:6,11 149:2 152:12,17 154:3 173:11,18	<b>nurse</b> 168:23	<b>occur</b> 71:23
<b>nature</b> 27:17 119:13 131:7 146:3	<b>net</b> 160:4 162:8,13, 14,16 163:17 172:9	<b>nursing</b> 31:12 158:24	<b>occurred</b> 120:19
<b>necessarily</b> 28:18 66:4 147:18	<b>news</b> 108:6,9	<hr/>	
<b>needed</b> 25:7 46:21 51:25 52:8,9,11 55:20 75:12 76:16 79:4 80:14 82:8 99:13 106:5 119:3 123:4,8,16 147:12 167:23 170:11	<b>nod</b> 37:5	<b>O</b>	
<b>needing</b> 122:25	<b>non-partner</b> 135:20	<b>object</b> 94:15 149:17	<b>October</b> 7:6,17 9:8 10:7,20 21:7 28:2,15 34:20 38:4 44:5 46:13 47:1 57:2,23 61:2,12,14 62:11 63:1 88:25 158:16
<b>Nelva</b> 10:5,10 11:8 12:16 13:6,12,17 14:18 15:25 16:2 17:21 18:5,8 19:6,10 20:11 25:9,11 27:2, 20 28:5,7 33:20 34:5, 12 35:9,11 36:4 37:15 38:5,11,19 39:14,20 40:7 41:3 44:11 47:7 48:4 49:20 52:21 56:10 61:23 62:3,5,11 63:14 67:5,15,16 68:1 69:1,10,20 71:13 72:22 75:4,10, 20,24,25 77:8,13 78:12,13 79:13,19,21 81:24 82:13,19 83:18 85:8 86:24 87:18,21 88:20 90:6,9,10,12,	<b>non-subjective</b> 152:25	<b>objection</b> 9:14 14:1 15:3 17:4 22:6,20,21 23:9 24:12 34:25 41:18 42:17,21 43:2, 19 47:10,18,21 49:12 50:2 58:19 59:11,22 60:16 61:18 66:9 67:20,24 68:17,22 69:19 71:21 74:12 80:7,8 83:19 87:2,10, 22 89:18 91:17,18 92:17 93:2 95:13,14, 23,24 96:6,7,8,12 97:9,10,15,18 98:1,2, 17 101:17,18 103:2, 17,24 104:4 106:18 110:8 115:20,21 116:1 117:5 119:2,9 120:7 122:15,17 123:12,18 134:1 141:11,18,22 145:8,	<b>office</b> 15:25 16:3 18:2 38:1 44:15 45:4, 16,21 67:10 114:21
<b>needed</b> 25:7 46:21 51:25 52:8,9,11 55:20 75:12 76:16 79:4 80:14 82:8 99:13 106:5 119:3 123:4,8,16 147:12 167:23 170:11	<b>non-verbal</b> 151:3,24	<b>olds</b> 23:10	<b>open</b> 151:15
<b>needing</b> 122:25	<b>non-verbals</b> 152:2	<b>opened</b> 104:1	<b>opinion</b> 40:20 49:8 96:14 115:14,15,22 119:17 120:10 140:21 141:14 146:20,21,25 171:3
<b>Nelva</b> 10:5,10 11:8 12:16 13:6,12,17 14:18 15:25 16:2 17:21 18:5,8 19:6,10 20:11 25:9,11 27:2, 20 28:5,7 33:20 34:5, 12 35:9,11 36:4 37:15 38:5,11,19 39:14,20 40:7 41:3 44:11 47:7 48:4 49:20 52:21 56:10 61:23 62:3,5,11 63:14 67:5,15,16 68:1 69:1,10,20 71:13 72:22 75:4,10, 20,24,25 77:8,13 78:12,13 79:13,19,21 81:24 82:13,19 83:18 85:8 86:24 87:18,21 88:20 90:6,9,10,12,	<b>normal</b> 24:14,25 71:16,18 113:11	<b>opinions</b> 167:11	<b>opposed</b> 26:24 30:13
<b>needed</b> 25:7 46:21 51:25 52:8,9,11 55:20 75:12 76:16 79:4 80:14 82:8 99:13 106:5 119:3 123:4,8,16 147:12 167:23 170:11	<b>Nos</b> 32:5 106:24	<b>opposite</b> 143:13	<b>option</b> 22:24 23:21
<b>needing</b> 122:25	<b>notary</b> 112:22,23 128:18	<b>options</b> 23:19	
<b>Nelva</b> 10:5,10 11:8 12:16 13:6,12,17 14:18 15:25 16:2 17:21 18:5,8 19:6,10 20:11 25:9,11 27:2, 20 28:5,7 33:20 34:5, 12 35:9,11 36:4 37:15 38:5,11,19 39:14,20 40:7 41:3 44:11 47:7 48:4 49:20 52:21 56:10 61:23 62:3,5,11 63:14 67:5,15,16 68:1 69:1,10,20 71:13 72:22 75:4,10, 20,24,25 77:8,13 78:12,13 79:13,19,21 81:24 82:13,19 83:18 85:8 86:24 87:18,21 88:20 90:6,9,10,12,	<b>notation</b> 137:23		
<b>needed</b> 25:7 46:21 51:25 52:8,9,11 55:20 75:12 76:16 79:4 80:14 82:8 99:13 106:5 119:3 123:4,8,16 147:12 167:23 170:11	<b>note</b> 26:20 78:5,16 104:19 105:2,3,9 134:24 135:4		
<b>needing</b> 122:25	<b>noted</b> 22:11		
<b>Nelva</b> 10:5,10 11:8 12:16 13:6,12,17 14:18 15:25 16:2 17:21 18:5,8 19:6,10 20:11 25:9,11 27:2, 20 28:5,7 33:20 34:5, 12 35:9,11 36:4 37:15 38:5,11,19 39:14,20 40:7 41:3 44:11 47:7 48:4 49:20 52:21 56:10 61:23 62:3,5,11 63:14 67:5,15,16 68:1 69:1,10,20 71:13 72:22 75:4,10, 20,24,25 77:8,13 78:12,13 79:13,19,21 81:24 82:13,19 83:18 85:8 86:24 87:18,21 88:20 90:6,9,10,12,	<b>notes</b> 5:21 6:2,11 7:3,16 9:24 10:24 14:3,4 17:6,10 22:12 35:10 40:15 47:5 50:14,15 51:21 57:18,23 58:16,21		

<b>order</b> 6:5,12,15,20, 25 35:20 43:23 126:3 159:18 164:2	<b>parents'</b> 45:25 83:11	126:7,15 139:2	<b>position</b> 40:19 111:18 118:7 119:6 127:10 132:17 144:6, 7,12 145:23 146:22 147:25 172:11
<b>organizations</b> 130:20	<b>part</b> 24:4 77:11 100:10 119:20 124:11 126:10 129:15 130:1 137:16, 21 146:13 152:8 156:12	<b>perspective</b> 151:4	<b>positive</b> 149:10
<b>organized</b> 93:15 150:6	<b>participant</b> 144:21	<b>phone</b> 12:16 13:6 15:1 28:8,13,16 35:5 49:15 55:7 57:13 62:10 72:8 75:24 163:23 167:1,3,5	<b>possession</b> 129:1
<b>original</b> 112:12 128:2	<b>parties</b> 133:4 142:9	<b>phrase</b> 138:20	<b>possibility</b> 7:10 9:12
<b>originally</b> 143:21	<b>partner</b> 129:19	<b>phrasing</b> 118:13	<b>potential</b> 114:19 116:18 127:14 142:2 146:11
<b>originals</b> 112:9,10	<b>parts</b> 134:10	<b>physical</b> 52:18	<b>power</b> 20:23 82:20, 21,24 83:2,5,7,9 134:4 168:11
<b>oust</b> 40:19	<b>pass</b> 8:25 16:24 111:1 136:18 157:8	<b>physician</b> 59:1	<b>powered</b> 120:4
<b>outline</b> 150:7	<b>passed</b> 54:24 93:4 106:2 137:4 140:8 165:5	<b>pick</b> 151:12	<b>practice</b> 71:17,18 98:17 116:10 117:12 118:23 130:5 131:8 135:13
<b>outlined</b> 102:23	<b>passing</b> 16:19	<b>pile</b> 58:23 111:6	<b>precedes</b> 97:24
<b>Outlook</b> 70:9	<b>past</b> 136:3	<b>place</b> 16:12 117:15 126:18 160:4 162:8, 13 167:7	<b>predeceased</b> 73:21
<b>overcome</b> 156:24	<b>pay</b> 100:20 108:21 126:1,3	<b>places</b> 29:3 52:10,13	<b>predeceases</b> 76:14
<b>overlooked</b> 61:1	<b>payment</b> 125:19	<b>plan</b> 47:8,11,12,15 117:14 145:12,17,22 147:24 148:16 156:3	<b>prefer</b> 26:23
<b>owes</b> 162:15	<b>payments</b> 41:14 43:13 125:14	<b>planning</b> 20:13 78:17	<b>preferred</b> 163:20
<b>owned</b> 125:10	<b>pays</b> 125:21	<b>plans</b> 153:12,13	<b>premium</b> 125:12,13, 18,19 126:1,4
<b>owners</b> 104:8	<b>pending</b> 131:6	<b>plans</b> 153:12,13	<b>preparatory</b> 37:12
<b>oxygen</b> 44:12,15 169:4	<b>people</b> 24:19,20 37:10 45:24 46:3,5 50:7 68:8 71:10 73:3 99:14 170:5	<b>point</b> 10:11 27:9 41:3 48:2 52:5,20 56:14 59:5,10 60:4, 15 61:24 62:3 65:21, 25 66:7 78:12,15 79:14 83:8,17,22 84:22 86:24 90:18 104:18 106:15 125:23 126:24 152:21 161:25 162:3 163:20 167:9 168:3,6 169:19 172:6	<b>prepare</b> 61:21,24 62:3 72:10 90:14 114:9,10
<hr/> <b>P</b> <hr/>			
<b>p.m.</b> 7:21 8:14,15 36:13 54:16	<b>people's</b> 27:12 46:5	<b>pointed</b> 159:13	<b>prepared</b> 18:18 62:25 63:5,6 75:1,9 76:4,7,8 92:24,25 99:10 106:11 112:6 118:11 136:19
<b>pages</b> 6:10 82:25 128:11,12 137:15	<b>Peoples</b> 20:11	<b>pointless</b> 169:5 171:6	<b>preparing</b> 72:18 74:19 105:3 109:15 113:13
<b>paid</b> 66:12 91:3 100:2 125:5,12 164:9	<b>percent</b> 173:19	<b>points</b> 101:25 102:1	<b>preponderance</b> 94:25
<b>papers</b> 61:6	<b>Perfect</b> 136:6	<b>policy</b> 125:5,10,11, 20,21,22 126:4	<b>presence</b> 156:11
<b>paperwork</b> 26:13 49:21 50:4	<b>perform</b> 97:1	<b>poor</b> 5:13	<b>present</b> 71:8 136:3 152:15
<b>paragraph</b> 23:16,17, 19 41:13 76:22 84:17 102:22,24 103:1	<b>period</b> 12:13 30:20 39:11 115:4 129:18	<b>portion</b> 16:19 74:3 79:3 109:21 125:17	
<b>parallel</b> 145:3	<b>permission</b> 82:20 83:13,23,24 84:3		
<b>parent</b> 83:12,14 118:6 148:5,14,22	<b>person</b> 5:8 62:2 94:24 117:11 143:4 158:7 159:3 162:9,11		
<b>parenthetical</b> 38:10	<b>personal</b> 124:12,18		

<b>presentation</b> 130:15	<b>processes</b> 162:17		<b>raised</b> 33:10 132:14
<b>presentations</b> 130:8,12,18	<b>produced</b> 6:4 53:18 69:8 76:3,6,11 107:2 112:21	<hr/> <b>Q</b> <hr/>	<b>range</b> 8:12
<b>presented</b> 118:19 155:15	<b>production</b> 9:2	<b>QBD</b> 26:6,9 85:8,9, 18 86:18 87:19 92:24 93:24 95:8 97:7 117:19 129:7 132:24 133:11 134:3	<b>rate</b> 10:1 103:5,9
<b>pressure</b> 144:2,10	<b>projects</b> 111:20	<b>QDB</b> 17:19	<b>rates</b> 103:4,8,22 104:3
<b>pressures</b> 144:16, 24	<b>promissory</b> 26:20 104:19 105:2,3 134:24 135:4,7,22	<b>qualifications</b> 130:4	<b>reach</b> 55:9 136:25 137:1
<b>pretty</b> 19:12 25:16 101:23 155:23 161:3 169:5	<b>prompted</b> 33:25 74:23 137:4	<b>qualified</b> 76:17 78:8 113:19,24 115:9 123:24 129:8 132:6 133:9,15,16 134:2 139:8 141:14,20	<b>reacting</b> 147:1
<b>prevent</b> 96:25 167:20	<b>prompts</b> 66:18	<b>qualities</b> 115:8 151:23	<b>read</b> 9:23 11:12 13:9, 10 15:23 21:4,9 40:2 95:3,18 108:3 109:22 122:8 147:17
<b>previous</b> 84:21	<b>proper</b> 41:22,23	<b>question</b> 5:13 10:15 15:8 32:19 33:13 36:25 55:25 56:8 75:14 77:2 78:21 84:7 90:3 107:13 122:9 127:22 128:22 130:25 138:21 141:24 151:10 160:10,12,16 161:8, 10 162:25 165:19 166:17 170:16,17 173:8	<b>READBACK</b> 122:9
<b>previously</b> 78:15 87:4 113:8	<b>property</b> 94:1,9,12	<b>questioned</b> 79:2	<b>reading</b> 11:23 107:14 171:24
<b>primary</b> 46:15 82:15 90:9	<b>proposed</b> 37:3	<b>questioning</b> 48:5 140:5 144:20 145:11	<b>reads</b> 33:23
<b>prior</b> 10:16,20 27:11 34:23 35:4 37:9 67:25 68:3,5 70:2 72:3,7,18 83:5,7 95:22 112:14 120:14, 15 121:4 130:9 160:1 173:17	<b>protocol</b> 83:12 84:1 124:16	<b>questions</b> 5:8 61:8 74:2,17 93:25 122:19 123:13 128:3 129:6 134:24 137:21 142:10 145:25 146:9 151:13 157:11,14,17 171:9,19	<b>ready</b> 150:15,16
<b>privacy</b> 13:2	<b>provide</b> 89:16,20 110:24	<b>quick</b> 107:12 150:14	<b>real</b> 107:12
<b>privilege</b> 6:3	<b>provided</b> 89:25 95:7	<b>quickly</b> 158:10 163:22	<b>realize</b> 109:18 126:19 169:21
<b>probate</b> 130:5,12 142:2	<b>provision</b> 76:14 94:1,19 95:9 96:22	<b>quo</b> 101:23 117:24	<b>realized</b> 50:23
<b>problem</b> 11:17 20:17 53:13 111:5	<b>provisions</b> 101:2 131:13,15 154:20 155:8		<b>realm</b> 40:23
<b>problems</b> 23:5 88:20	<b>pull</b> 98:16,22 153:23 160:21	<hr/> <b>R</b> <hr/>	<b>reason</b> 14:9 20:16 45:23 55:11,12 60:8 87:7,11 103:7 107:1 145:4 167:19 170:19 172:12,17,18,24
<b>procedure</b> 103:21 159:9	<b>purpose</b> 16:8 51:17 102:25 103:15 105:8 167:14	<b>raise</b> 104:2 133:25	<b>reasonable</b> 140:14
<b>proceed</b> 65:14 66:15 116:20	<b>purposes</b> 42:1 130:20 149:2		<b>reasons</b> 51:21 66:13 132:6,8 144:21
<b>process</b> 48:3 111:23 112:1 113:3,15,20 114:2 119:20 128:2 130:21 135:3,18 139:19 140:22 141:5 148:21	<b>purview</b> 104:6		<b>reassess</b> 103:3
<b>processed</b> 140:7	<b>put</b> 6:11,14 9:24 10:24 14:4 38:10 55:17 58:7 67:22 78:4 86:4,5 89:14 126:18 129:22 159:12		<b>recall</b> 5:6 6:3 9:23 10:7,8,17,22 14:20 16:1,8,16,17 17:14, 23 20:8 27:19,22 28:9 30:11,16 31:8, 10 34:16 35:1,15 37:8 39:23 40:12,13 47:25 48:24 50:13,19 56:9 57:16,17 58:21 62:8,23,25 64:6,12 67:7,11 70:4 71:11 72:12,14,19 73:1,22 78:20 79:6 80:2 85:14 87:21 88:1,3,

21,23 89:6 93:7,18, 20 94:3 104:3 105:16 121:4 124:3,4 125:23 126:12,18 127:2,9,24 130:6 131:16 135:10 138:12 161:14 164:5 169:8	<b>recovering</b> 159:4	<b>refused</b> 168:20	<b>removed</b> 38:13 47:8 75:25 127:9 158:10 159:6 160:15 162:5, 21,22
<b>receive</b> 100:19 153:25 155:2	<b>recreate</b> 111:5	<b>refusing</b> 85:24	<b>repeal</b> 96:23
<b>received</b> 9:8 29:16 35:25 36:2,3,12 106:9 136:2 166:13	<b>red</b> 23:5 115:2 158:6, 7,9 159:4 160:8	<b>regard</b> 80:6 109:13 113:16 116:25 117:3 119:7 129:7 140:15 152:14 156:6	<b>repeat</b> 15:22 98:13
<b>receiving</b> 138:10,13 142:1	<b>redescribe</b> 123:23	<b>regret</b> 121:13 123:9	<b>repercussions</b> 20:4
<b>recent</b> 6:21 8:4	<b>re-described</b> 123:4	<b>Regularly</b> 23:3	<b>replaced</b> 127:10
<b>recently</b> 30:1 120:21	<b>redress</b> 97:2	<b>reign</b> 46:2	<b>reported</b> 108:1,4,5 109:17 147:7
<b>recess</b> 56:20 99:2 150:9	<b>reduced</b> 161:23	<b>reinvestment</b> 81:19	<b>reporter</b> 99:24 102:6 111:7,9 122:8,9 137:10,11
<b>recessed</b> 5:9	<b>Reed</b> 5:5 9:14 14:1 15:3 17:4 22:6,21 24:12 32:6 34:25 41:18 43:19 49:12 50:2 53:24 56:14 58:19 61:18 67:20,24 68:17,22 69:19 71:21 74:12 75:13 80:7 83:19 84:6,10 87:2, 10 93:2 95:24 96:6 97:12 99:23 101:17 103:2,17,24 104:4 107:22 110:8 133:24 134:15 136:1,7 150:3 157:12 160:10 161:9 162:25 165:19,21 166:17 170:9 173:23	<b>related</b> 92:3 99:21 136:3	<b>reporting</b> 108:19
<b>recognition</b> 129:24	<b>reexplain</b> 120:20 121:5	<b>relating</b> 35:10 94:1 99:10,20 100:17	<b>represent</b> 82:11 111:13
<b>recognize</b> 9:7 32:2, 14 105:1 107:19 128:18 138:4,6 142:11	<b>reexplained</b> 121:8, 14 123:8	<b>relation</b> 151:15	<b>representation</b> 6:18 82:18 83:9
<b>recognizing</b> 96:24	<b>refer</b> 6:13 56:5	<b>relationship</b> 127:16 150:22	<b>representing</b> 137:6
<b>recollection</b> 5:14 7:11 11:23 120:14 123:23 124:21 126:5 135:6	<b>reference</b> 36:22 38:14 132:16	<b>relied</b> 155:20	<b>request</b> 69:25
<b>recommend</b> 24:19 65:18 68:12 73:2 89:20,24 162:5 169:25	<b>references</b> 139:6,10 145:11,15	<b>relieve</b> 80:5,11	<b>requested</b> 62:14 75:25 76:13 114:11
<b>recommendation</b> 44:1 88:6 90:21 91:5 147:2 162:14 166:24 168:10 169:23	<b>referral</b> 88:15	<b>rely</b> 59:25 60:11	<b>requesting</b> 106:11 109:14
<b>recommended</b> 90:20 170:5	<b>referred</b> 88:5	<b>remainder</b> 109:22	<b>required</b> 90:23 99:16 136:21
<b>record</b> 11:2 29:6,7,8 37:6 56:19,21 58:3 99:1,3 150:8,10	<b>referring</b> 17:18 36:8 53:5 54:14 73:8 85:10 139:7 143:16	<b>remained</b> 159:22	<b>requirements</b> 90:25
<b>recorded</b> 11:4	<b>reflected</b> 121:2	<b>remaining</b> 109:18 172:18	<b>requires</b> 46:22
<b>records</b> 81:13	<b>refresh</b> 5:14 21:21 120:22	<b>remember</b> 15:23 18:10,12 19:5 39:2,8 42:12 49:15,16 51:24 61:5 63:17 74:18 75:21 82:6 87:23 104:20 105:3,6,8,21, 22 107:19 108:9 120:15 125:1 128:5 134:25 135:1,11 136:15 137:7 138:10 145:14 146:13 147:21 164:7	<b>reservations</b> 21:21 149:21
<b>recover</b> 160:7	<b>refreshed</b> 123:4,16	<b>remind</b> 39:21	<b>reside</b> 40:8
	<b>refreshing</b> 121:19	<b>reminding</b> 122:25	<b>resign</b> 10:2,13,16 11:7 13:7,13 22:17, 23 23:21 41:1,4,7 47:7 61:6 65:19 66:2 67:1,6 79:24 146:12 148:15
		<b>removal</b> 161:11	<b>resignation</b> 59:9 60:14 61:3 62:21 63:11 64:10 66:25 68:5 69:12,18 70:3, 16 72:15,18 119:16, 21 120:1 129:13,14 149:3,18,22 153:15
		<b>remove</b> 47:24 48:9 145:22 147:24 160:2, 18 173:11	

<b>resigned</b> 17:21 65:20 67:16 77:13 79:22	<b>revocable</b> 80:22,24, 25	<b>sell</b> 106:5	154:6,21 156:4
<b>resigning</b> 10:6,21 68:1 69:10	<b>revokable</b> 133:7	<b>sending</b> 39:12 54:5	<b>siblings</b> 101:14,24 117:24,25 118:4,6 144:22 153:24 155:13,18 156:6 167:15 170:22
<b>resigns</b> 34:10 66:17 68:6	<b>ring</b> 74:8 124:6	<b>sends</b> 65:13	<b>sick</b> 38:15 83:14 158:15 159:7
<b>resistance</b> 40:5	<b>rise</b> 141:15	<b>sense</b> 49:23 101:15	<b>sickness</b> 127:8
<b>respect</b> 113:21 115:8,12 118:10 126:15 129:14 131:5, 12 148:21	<b>risk</b> 159:12,14	<b>sentence</b> 36:14 46:17 147:17	<b>side</b> 56:2 166:6,12, 14 169:1,6,11
<b>respond</b> 53:25 61:9 110:1 136:7	<b>risky</b> 159:9	<b>separate</b> 6:4 70:5 73:3 81:9 139:12	<b>sign</b> 15:15 17:24 19:6,10,13 20:13,21 61:5 62:20 64:4,9 67:5 68:10 73:7 75:2, 5,10 76:7,16,18,19, 25 78:7,9,10 82:17 85:8,19 86:10,18,25 87:18 93:1,10 111:24 112:9,23 114:20 115:2,17 118:16 119:21 122:4,14,21 128:17 149:3 157:5
<b>responded</b> 32:19 50:23 54:16 55:23 56:4	<b>rob</b> 153:19	<b>serve</b> 68:12 124:11 160:23 162:11 167:16 172:11,13,17, 19	<b>sign</b> 15:15 17:24 19:6,10,13 20:13,21 61:5 62:20 64:4,9 67:5 68:10 73:7 75:2, 5,10 76:7,16,18,19, 25 78:7,9,10 82:17 85:8,19 86:10,18,25 87:18 93:1,10 111:24 112:9,23 114:20 115:2,17 118:16 119:21 122:4,14,21 128:17 149:3 157:5
<b>responding</b> 51:8	<b>role</b> 66:8 145:14	<b>served</b> 128:18	<b>signals</b> 151:24
<b>responds</b> 67:8	<b>room</b> 71:10 171:16	<b>service</b> 73:5	<b>signature</b> 127:23 128:4,5,11,19,22,23 129:2 131:19
<b>response</b> 33:15,25 51:3,5 65:11 66:19 109:25 110:2	<b>rules</b> 134:10	<b>serving</b> 38:13	<b>signatures</b> 128:12
<b>responsibilities</b> 68:16	<b>run</b> 23:11 100:21,25 114:22	<b>session</b> 49:20 93:19	<b>signed</b> 18:16,23 20:24 21:14,22 24:7 63:3 68:1 69:11 70:3, 15 71:9 72:3,4,5 74:22 76:9,12 82:19, 20 83:7,17,21 86:22 103:4,7 106:9 112:12 113:10 115:24 119:25 120:21 121:22 122:21 128:2 152:7,13,15 153:5 156:19 158:8 173:4,6
<b>responsibility</b> 23:22 68:24 80:12	<b>running</b> 130:1 169:7,11	<b>set</b> 28:24 29:3 35:23 73:12 85:7 90:18 91:2 118:9 120:15 122:24 123:13	<b>signer</b> 114:19 142:2
<b>rest</b> 37:2	<hr/> <b>S</b> <hr/>	<b>setting</b> 67:11 73:11	<b>signer's</b> 116:18
<b>restated</b> 33:1 56:5 134:13 141:21	<b>safe</b> 30:22 91:13 112:10	<b>settlement</b> 139:22	<b>signers</b> 90:19
<b>restatement</b> 113:8, 10,16 128:8 131:24 163:6,7,15 172:22	<b>safety</b> 112:11 160:3 162:8,13,14,16 163:17 172:9	<b>shape</b> 154:24	<b>significance</b> 68:4
<b>result</b> 120:1 156:11, 14 173:10	<b>sake</b> 43:6	<b>share</b> 16:12 76:1,15 80:25 81:2 124:25	<b>significant</b> 45:23
<b>resulted</b> 118:12	<b>salaries</b> 169:10	<b>shared</b> 68:24	<b>signing</b> 16:10 19:14 60:1,6 63:11 68:4
<b>return</b> 77:17	<b>sat</b> 87:4	<b>shares</b> 80:5 107:4, 20,25 108:7,12,18 109:17,19	
<b>returned</b> 73:18	<b>save</b> 108:22 169:13	<b>shifted</b> 81:18	
<b>returns</b> 99:9,18	<b>scheduled</b> 63:13 112:4	<b>short</b> 8:18 30:20 49:15 56:20 115:4 140:18 150:9 158:25	
<b>review</b> 5:21,23 112:14	<b>scheduling</b> 20:17, 18	<b>shortened</b> 112:16	
<b>reviewed</b> 5:12,14,24 112:7	<b>scheme</b> 87:20 145:12,17,22 147:24 148:17 156:3	<b>show</b> 6:16 8:20 29:11 46:11 48:15 53:1 77:23 94:7 102:11 103:11 104:10,24 106:23 108:15	
<b>reviewing</b> 138:13	<b>schemes</b> 153:13	<b>shown</b> 29:19 78:21	
	<b>school</b> 155:21	<b>sibling</b> 118:4,5 119:16 135:9 148:14	
	<b>schooling</b> 130:4		
	<b>section</b> 94:8 96:22, 23 132:2,15,17,18, 19,25 133:14		
	<b>seeking</b> 97:1,2,3		

111:23 112:2,3	124:16 129:25	<b>spot</b> 150:3	<b>string</b> 32:15 33:3
114:16 116:17,20	145:17,22 146:10	<b>spouse</b> 89:21	65:9,10 137:16
121:14 122:1,11	151:2 155:20,21	<b>staff</b> 113:15	<b>strings</b> 54:14
123:10 125:18	156:3	<b>Stamp</b> 39:25	<b>stroke</b> 158:19
131:18 142:21	<b>sorts</b> 115:7	<b>standards</b> 80:15	<b>structure</b> 93:8
149:17,22 156:21	<b>sound</b> 22:3 115:18	<b>standpoint</b> 73:1	<b>stuck</b> 78:5
<b>signs</b> 76:18,19 78:9	<b>sounds</b> 66:7	<b>start</b> 21:5 89:7,19	<b>stuff</b> 66:11 81:7
116:5,11 119:24	<b>speak</b> 12:4 43:6	<b>started</b> 51:8 135:18	83:12 90:2 93:14
<b>similar</b> 117:3 130:20	129:23	159:6 167:25	126:10
138:25	<b>speaking</b> 40:16	<b>starting</b> 24:2 169:12	<b>subject</b> 77:14,20
<b>simply</b> 32:21	<b>specific</b> 120:14	<b>starts</b> 6:21 53:3,4	78:5,6 103:7 131:1
<b>sir</b> 128:10	123:22 131:13	77:18 137:22	<b>subjective</b> 60:11
<b>sister</b> 138:8	151:22	<b>state</b> 33:7	115:6,14 152:21
<b>sister-in-law</b> 42:5	<b>specifically</b> 23:13	<b>statement</b> 98:10,14	<b>subsequent</b> 144:1
<b>sit</b> 112:16	113:7,16 123:15,22	123:1	<b>substance</b> 40:1
<b>sitting</b> 45:7 85:14	124:1,6 137:20	<b>states</b> 65:24 133:9	<b>substitute</b> 62:22
158:24 159:24	<b>spending</b> 158:12	<b>status</b> 40:6 101:23	63:12 64:10
163:19	170:20	117:24 146:12	<b>succession</b> 84:17
<b>situation</b> 27:3	<b>spent</b> 90:24 168:2	<b>statute</b> 97:25 99:6	87:20
34:18,19 83:10	<b>Spielman</b> 6:9 32:4	<b>stay</b> 26:24	<b>successor</b> 10:9
120:25 144:2 159:14	36:24 37:4 42:17,21	<b>step</b> 44:5 80:22,23	24:5 38:13 68:1,2,7,
167:17	43:2 47:10,18,21	<b>steps</b> 140:14 146:18	25 72:23 163:11
<b>situations</b> 116:14	54:13,18,22 59:11,22	<b>stock</b> 27:3,9,13,16,	165:24 171:21,25
<b>size</b> 77:19	60:16 80:8 87:22	21 52:22 78:18 79:4,	172:16,19,23
<b>skilled</b> 31:12 158:23	89:18 91:17 92:18	22,25 80:4 81:15,16,	<b>suggest</b> 89:15
<b>skipping</b> 101:2	94:15 95:14 96:7	21,23 82:6 99:10	119:12 122:3,13
102:6	97:10,18 98:2,8,12	100:2 106:6,16	129:1 148:15 152:25
<b>slot</b> 150:18	106:13,18 107:9,12	108:7,23 109:13,18	156:3
<b>slow</b> 140:23	111:2,4,11 115:21,23	<b>stocks</b> 108:20	<b>suggested</b> 22:16,23
<b>slower</b> 157:21	116:4 117:8 119:6	<b>stop</b> 34:11	23:20,23 24:2,23
<b>smaller</b> 78:2	120:8 122:7,17,23	<b>stopping</b> 56:14	27:25 51:23 144:2
<b>snide</b> 98:20	123:13,19 134:8,21,	<b>store</b> 91:6	<b>suggesting</b> 34:4
<b>socialize</b> 91:20	23 136:6,9,11 137:7,	<b>straits</b> 171:5	95:8
<b>sole</b> 172:12	12,15 141:13,19,24	<b>strangeness</b> 111:6	<b>suggestion</b> 6:9
<b>solely</b> 51:18 52:2	145:10,21 146:8	<b>stream</b> 106:25	22:19 28:17 30:14
<b>somebody's</b> 82:7	148:3,8,13,25 149:16	<b>stress</b> 144:10	51:17 52:3,4 72:22
<b>someone's</b> 116:21	150:5,11,14 152:6,	<b>strike</b> 148:3	93:12
<b>son</b> 159:25	11,20 153:7,12,18	<b>string</b> 32:15 33:3	<b>suggestions</b> 146:15
<b>son's</b> 43:6	154:3 155:1,12	<b>string</b> 65:9,10 137:16	<b>Summer</b> 20:11
<b>sort</b> 23:5 28:2 30:25	156:14 157:3,8 160:9	<b>strings</b> 54:14	29:15 32:19,23 35:22
36:18 60:25 117:24	161:1,5 163:1,4	<b>stroke</b> 158:19	37:25 38:6,7,15
	164:3,16 165:2,9,14	<b>structure</b> 93:8	39:11 63:15 73:11,
	166:3 167:13 168:8,	<b>stuck</b> 78:5	18,23 85:6 86:8,14,
	16 170:3 173:13,21	<b>stuff</b> 66:11 81:7	15,17 87:7
	<b>split</b> 154:25	83:12 90:2 93:14	<b>Summer's</b> 33:11
	<b>spoke</b> 10:2 49:14	126:10	
	<b>spoken</b> 10:5,20	<b>subject</b> 77:14,20	
		78:5,6 103:7 131:1	
		<b>subjective</b> 60:11	
		115:6,14 152:21	
		<b>subsequent</b> 144:1	
		<b>substance</b> 40:1	
		<b>substitute</b> 62:22	
		63:12 64:10	
		<b>succession</b> 84:17	
		87:20	
		<b>successor</b> 10:9	
		24:5 38:13 68:1,2,7,	
		25 72:23 163:11	
		165:24 171:21,25	
		172:16,19,23	
		<b>suggest</b> 89:15	
		119:12 122:3,13	
		129:1 148:15 152:25	
		156:3	
		<b>suggested</b> 22:16,23	
		23:20,23 24:2,23	
		27:25 51:23 144:2	
		<b>suggesting</b> 34:4	
		95:8	
		<b>suggestion</b> 6:9	
		22:19 28:17 30:14	
		51:17 52:3,4 72:22	
		93:12	
		<b>suggestions</b> 146:15	
		<b>Summer</b> 20:11	
		29:15 32:19,23 35:22	
		37:25 38:6,7,15	
		39:11 63:15 73:11,	
		18,23 85:6 86:8,14,	
		15,17 87:7	
		<b>Summer's</b> 33:11	



38:16 67:18	<b>talked</b> 5:17 15:21,24 23:16 31:19,20,22 35:2 49:19 58:1,17 63:14 75:4,10 86:8 87:4 91:23 118:9 128:1 129:17 130:6 140:15 147:15 150:25 152:11 153:14 164:5	<b>testimony</b> 79:6 95:7 117:3 123:19,21 129:15 142:24 144:4	80:10 84:18 98:24 103:4 104:1,18 106:15 112:16,20 113:15,18 115:4 116:16 118:20 119:4 120:10,24 125:14,24 128:24 129:18 133:8 137:6 140:14,18 142:19,25 148:13 150:17 155:4 157:21 158:12,14,17,22 159:11 167:11 168:2, 24 170:20
<b>Sundays</b> 169:12	<b>talking</b> 6:1 7:5,8 8:15 9:18 17:12 21:5, 13 32:10 54:2 55:18 61:1,2,25 73:6 76:20 77:23 85:6,9 93:18, 20 95:9 106:20 107:16 112:25 113:5 118:14 130:19 132:7 137:24 139:14 141:10,15 143:1 145:6 150:23 151:23 158:20 161:4	<b>tests</b> 114:22	<b>times</b> 6:4 26:18 49:8, 9 52:1 60:10 112:24 120:11 121:8 123:8 128:16 131:11 164:5
<b>support</b> 132:16 153:19	<b>talks</b> 23:17 35:24 108:18,20	<b>Texas</b> 94:9 96:3	<b>Tino</b> 18:13,15 71:2 74:24
<b>suppose</b> 154:23 173:24	<b>tank</b> 44:15	<b>thanked</b> 58:23	<b>TIRR</b> 158:16
<b>supposed</b> 32:18 37:17,21 64:3 86:9 137:2	<b>tax</b> 41:25 42:2 99:9, 18 100:16,22,23 101:2,8,13	<b>thing</b> 10:23 64:18,20 77:22 87:3 98:15 106:4 113:23 116:7 130:22 135:17 154:18 159:24 161:24 169:15	<b>title</b> 134:8
<b>supposition</b> 145:1	<b>taxable</b> 100:7	<b>things</b> 22:13 23:25 24:2 35:9 42:9 49:25 58:18 88:2 97:24 99:7 101:25 102:2 114:15,18 115:5,6,7 117:16,17,18 118:1,5 131:7,17 139:6,7 146:3 151:1,2,11 158:13 167:4,24 169:2	<b>today</b> 45:12 111:19 135:2 143:1 145:7
<b>surmise</b> 49:17 66:10 106:4	<b>taxes</b> 100:1,20 108:22	<b>thinking</b> 46:21 164:18	<b>told</b> 20:11 32:23 39:4,15,17 41:4 52:1 86:17 87:8 106:15 162:2,18 166:5,15
<b>surprise</b> 9:13,15 95:20,25 96:1 139:25 140:9	<b>telephone</b> 88:1	<b>thinks</b> 61:3 66:21 108:19	<b>tomorrow</b> 61:4,13
<b>surprised</b> 9:17 13:24	<b>telephonic</b> 29:1	<b>thought</b> 17:2 22:18 28:20 33:22,24 40:21 41:17 48:9 51:21 59:15,17 81:17 144:19 149:12 158:18 162:17 164:1, 24	<b>top</b> 33:2 64:7 75:23 76:22 85:6 107:7 135:12
<b>surprising</b> 140:4	<b>telling</b> 38:14,15 65:3 97:13 98:5 162:17	<b>thoughts</b> 38:16 157:23	<b>topic</b> 147:13
<b>surviving</b> 76:17 78:8 133:7 165:23	<b>temporary</b> 110:13	<b>threat</b> 155:2	<b>total</b> 76:1
<b>survivor</b> 81:18	<b>ten</b> 138:20	<b>Tido</b> 74:24	<b>track</b> 155:21
<b>survivor's</b> 27:18 81:3,6 82:9 101:9 105:23 109:14 133:5, 6,18 134:11	<b>term</b> 49:15 59:20 155:22 172:10	<b>tied</b> 83:16	<b>trained</b> 113:12
<b>Susan</b> 62:14 88:10, 15	<b>terms</b> 81:25 92:3 93:8 100:16 102:22 114:6 132:21 134:12 142:12 153:24	<b>till</b> 24:20 169:21,24 171:3	<b>transaction</b> 80:6
<b>SV</b> 88:18	<b>testamentary</b> 115:16,24 134:4 142:11,14,18,20,25 143:4 152:17 153:1	<b>time</b> 5:10 9:18 13:1 16:1 17:12,14 25:16, 22 26:25 30:20 34:19 36:19,23 37:3,22 38:18 39:10 42:14 44:10,17,19 45:5 58:15 60:9 66:12 71:13 72:3,5 73:7	<b>transactions</b> 12:7 27:7
<b>sworn</b> 5:2	<b>testified</b> 5:2		<b>transfer</b> 11:21 80:4 106:16 108:12
<hr/> <b>T</b> <hr/>			
<b>table</b> 85:14			<b>transferred</b> 101:2 108:22
<b>takes</b> 148:14			<b>transfers</b> 27:9,14, 16,20 78:18 79:4,22 81:15,25 99:10
<b>taking</b> 7:10 9:12 40:7 44:7 76:5 109:4 145:13 147:24 168:10			
<b>talk</b> 9:21 12:20 13:1 36:23 38:5 43:10 47:3 58:16 79:8 83:13,23 93:17 110:22 111:25 114:17 138:23 158:6 166:25			

<b>trigger</b> 144:10	19	161:19 165:5,11	<b>Victoria</b> 52:15 68:8
<b>true</b> 46:7 98:9 173:15	<b>trustee's</b> 66:3,6 79:11 147:20	<b>understands</b> 151:25	<b>view</b> 101:24 102:1
<b>trust</b> 13:18 16:10,18, 19 25:14,23 27:17,18 30:4,5 32:20 33:7 38:12 46:22 47:2 49:21 52:1 56:2,5 65:19,23 66:1 74:3 76:1,14 78:18 79:17 80:15 81:3,6,7,24 82:9 85:24 86:2 87:19,20 89:17 90:5, 12 91:12 93:9,22 94:10,19,20,22 95:9 97:4,8 100:6,10,13, 15,19 101:6,9 105:17,23 109:14,18 112:10 113:4,9 118:12 124:12,18,23 125:3,10,13 126:8,13 127:23 130:5,22,25 132:3,17 133:3,5,6,8, 18 134:5,6,7,11,13, 24 135:8 136:15 138:24 139:2,15,16, 22 140:6,16 141:21 142:2,3 153:20 156:7 162:16 163:15 165:4, 8,17,22 167:7 169:1, 6 170:6 173:1	<b>trustees</b> 24:19,21 68:7 124:12 163:11 165:6,17,24 170:10 171:21 172:23	<b>understood</b> 19:13 37:5 41:6 144:20	<b>viewpoints</b> 118:1,5
<b>trustee</b> 7:11 10:2,3, 6,10,21 13:7,13 17:22,25 22:17 24:5 25:8 27:4 30:3 34:11 38:13 40:6,7,19 41:7 46:24 48:9 61:6,8 62:22 63:12 64:11 65:19,24 66:1,8 67:16 68:2,3,16 69:10 72:24 76:18, 19,24,25 77:13 78:9, 10,15,24 79:6,10,17 80:3,19 81:10 82:1, 10,11 84:22 85:23 86:5 87:17 88:2 91:11 102:15 103:13 119:16 127:10 136:23 140:20 145:14,23 146:12 147:25 149:3 158:4 159:22 160:3,15,19 161:11 162:6,24 169:22,25 172:7,12,	<b>trusts</b> 81:18 101:1 104:19	<b>undue</b> 117:4,7,9,10 118:7 119:13,18,22 120:1 121:18	<b>violate</b> 155:7
	<b>turn</b> 136:12	<b>unduly</b> 118:24 122:3,13	<b>violation</b> 141:21 154:20
	<b>turned</b> 50:22	<b>unenforceable</b> 132:25	<b>visit</b> 48:23 50:19 53:6 54:3 58:24 117:12 158:25
	<b>turns</b> 158:21	<b>unequal</b> 26:24 173:10	<b>visited</b> 15:2
	<b>turpitude</b> 139:11	<b>unit</b> 91:14	<b>voice</b> 167:10
	<b>type</b> 24:2 70:5 82:17 115:5 130:18 139:17 141:25 146:18 153:24	<b>unlikely</b> 73:2	<b>void</b> 94:20
	<b>types</b> 117:15,18 130:7 151:19	<b>unnecessary</b> 136:8	<b>voluminous</b> 131:21
	<b>typical</b> 86:5	<b>unreasonable</b> 140:17,19	<hr/> <b>W</b> <hr/>
	<b>typically</b> 10:25 13:16 14:22 20:19 24:18,24 25:13 45:8, 11,24 46:4 68:11 82:4 87:16 90:17 103:23 110:9 112:5 114:22 151:12	<b>unresolved</b> 116:21	<b>wait</b> 35:19 99:14
	<hr/> <b>U</b> <hr/>	<b>unsigned</b> 18:24	<b>waiting</b> 45:7,10
	<b>Uh-huh</b> 14:12 21:8 29:21 65:5 100:24	<b>unusual</b> 12:2,7 16:25 25:20 69:15	<b>waive</b> 125:18
	<b>unable</b> 32:21 65:25 66:3	<b>update</b> 51:3	<b>waives</b> 82:25
	<b>understand</b> 9:19 11:21 20:20 49:24 50:7 65:23,25 66:16 74:23 90:3 111:13 125:7 133:13 134:11 135:18 143:18 144:25 148:25 149:1 152:3 155:6 165:19 167:5	<b>updating</b> 58:24	<b>walk</b> 45:18
	<b>understanding</b> 31:11 33:18 49:2 70:14 95:16 144:11 150:1 151:4 155:21	<b>uphill</b> 96:3	<b>walk</b> 45:18
		<b>upset</b> 99:24	<b>wanted</b> 10:13,16 13:6,8,20 19:13 40:19 41:3,8,10 42:23 51:22 62:5 67:6 74:10,14,21 79:5 89:13 91:6 101:7 112:18 135:22 154:9,12,15 165:12 167:1 168:19 170:12, 14
		<hr/> <b>V</b> <hr/>	<b>waive</b> 125:18
		<b>Vacek</b> 16:7 53:20 62:14 63:21 74:24 87:5,14 88:7,10 104:8 129:18 135:20, 23,25 136:13 137:13 143:19	<b>waives</b> 82:25
		<b>Vaguely</b> 124:24	<b>walk</b> 45:18
		<b>valid</b> 134:12	<b>walk</b> 45:18
		<b>Vasek</b> 19:22	<b>wanted</b> 10:13,16 13:6,8,20 19:13 40:19 41:3,8,10 42:23 51:22 62:5 67:6 74:10,14,21 79:5 89:13 91:6 101:7 112:18 135:22 154:9,12,15 165:12 167:1 168:19 170:12, 14
		<b>verge</b> 63:11	<b>waive</b> 125:18
		<b>versus</b> 33:8 81:6 117:12 143:13	<b>waives</b> 82:25
			<b>walk</b> 45:18
			<b>wanted</b> 10:13,16 13:6,8,20 19:13 40:19 41:3,8,10 42:23 51:22 62:5 67:6 74:10,14,21 79:5 89:13 91:6 101:7 112:18 135:22 154:9,12,15 165:12 167:1 168:19 170:12, 14
			<b>week</b> 67:10 70:1,2 103:8
			<b>weeks</b> 65:17 160:1
			<b>weird</b> 6:4
			<b>whichever</b> 95:9
			<b>White</b> 168:24

**wife** 31:15,20 42:15  
89:17,19 127:16  
135:25

**win** 168:4

**withdraw** 125:4,17

**wool** 153:23

**word** 142:10,11  
160:19

**words** 36:2,6 139:12  
156:25

**wordy** 112:15

**work** 19:1 35:19  
70:11 100:12 112:1  
170:23

**worked** 111:19  
157:25

**working** 6:8 164:10

**works** 81:6,7

**Wow** 84:5

**write** 26:19 42:1 49:6  
66:20 136:9 140:12

**writing** 41:24 55:18  
139:6 146:3 172:16

**written** 63:17 118:12  
138:7 139:11,24  
140:7 147:11

**wrong** 48:9 107:15  
108:3

**wrote** 11:24 137:23  
147:9 164:6,12

---

**Y**

---

**y'all** 93:6

**Yahoo** 51:11

**year** 23:10 108:21  
125:13

**years** 53:24 117:15  
141:9 157:25 163:19