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SC Court of Appeals

THE STATE OF SOUTH CAROLINA
In the Court of Appeals

APPEAL FROM GREENWOOD COUNTY
Court of Common Pleas

Hon. Donald B. Hocker, Circuit Court Judge

Appellate Case No. 2020-000917
Trial Court Case No. 2017CP2401343

KAREN PETIT,.....APPELLANT,

v.

PHYLLIS JEAN KROHN, USAA FEDERAL SAVINGS BANK,
and USAA INVESTMENT MANAGEMENT CO.,.....RESPONDENTS.

RECORD ON APPEAL - VOLUME II

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STATE OF SOUTH CAROLINA	)	
	)	IN THE COURT OF COMMON PLEAS
COUNTY OF GREENWOOD	)	EIGHTH JUDICIAL CIRCUIT
Karen Petit,	)	Civil Action No. 2017-CP-24-01343
	)	
Plaintiff,	)	
	)	
vs.	)	<u>MEMORANDUM IN OPPOSITION</u>
	)	<u>OF PLAINTIFF'S MOTION TO</u>
	)	<u>RECONSIDER</u>
Phyllis Jean Krohn, USAA Federal	)	
Savings Bank, and USAA Investment	)	
Management Co.,	)	
	)	
Defendants.	)	
	)	

Defendants USAA Federal Savings Bank, and USAA Investment Management Co. (collectively “the USAA Defendants”), by and through undersigned counsel, submits the following Memorandum in Opposition to Plaintiff Karen Petit’s (“Plaintiff”) Motion to Reconsider.

BACKGROUND AND PROCEDURAL HISTORY

On November 8, 2017, Plaintiff filed this lawsuit against the USAA Defendants and Phyllis Krohn¹ (“Ms. Krohn”), asserting claims for breach of contract, negligence, and breach of a fiduciary duty against the USAA Defendants. (See Compl.) On August 5, 2019, the USAA Defendants moved for summary judgment on all of Plaintiff’s claims asserted against them. The grounds for the USAA Defendants’ motion were as follows: Plaintiff lacked standing to bring her causes of action; Plaintiff could not, as a matter of law, establish a breach of contract; there was no fiduciary relationship between the USAA Defendants and the Plaintiff, and Plaintiff could not, as a matter of law, establish a breach of a fiduciary duty; Plaintiff could not, as a matter of law,

¹ Ms. Krohn has gotten married since the initiation of this lawsuit, and her full name is now Phyllis Krohn Van Swol.

establish that the USAA Defendants were negligent, and; that Plaintiff's claims against the USAA Defendants were barred by the Statute of Limitations. (See USAA Defendants Mot. Summ. J.)

On September 4, 2019, a hearing was held on the USAA Defendants' Motion for Summary Judgment, at which time the Court heard arguments from counsel for all parties.² On January 15, 2020, this Court issued its Order granting the USAA Defendants' Motion for Summary Judgment. On January 27, 2020, Plaintiff filed the instant motion.

LEGAL STANDARD

Rule 59(e) allows a court to alter or amend a judgment upon a party's timely motion. A motion under Rule 59(e) has long been viewed as a "motion for reconsideration." *Elam v. S.C. Dep't of Transp.*, 361 S.C. 9, 21, 602 S.E.2d 772, 778 (2004). A motion to reconsider pursuant to Rule 59(e), SCRCP, is appropriate in two basic situations. First, "[a] party *may* wish to file such a motion when she believes the court has misunderstood, failed to fully consider, or perhaps failed to rule on an argument or issue, and the party wishes for the court to reconsider or rule on it." *Id.* at 24, 602 S.E.2d at 780. Second, "[a] party *must* file such a motion when an issue or argument has been raised, but not ruled on, in order to preserve it for appellate review." *Id.* However, "[a] party cannot use a Rule 59(e) motion to advance an issue the party could have raised to the circuit court prior to judgment, but did not." *Stevens & Wilkinson of S.C., Inc. v. City of Columbia*, 409 S.C. 563, 567, 762 S.E.2d 693, 695 (2014). The decision to grant relief under Rule 59 rests within the sound discretion of the trial judge and will not be disturbed on appeal unless the "findings are wholly unsupported by the evidence or the conclusions reached are controlled by error of law." *Brinkley v. S.C. Dep't of Corr.*, 386 S.C. 182, 184, 687 S.E.2d 54, 56 (Ct. App. 2009).

² Ms. Krohn's Motion for Summary Judgment was also heard on September 4, 2019.

Under Rule 59(f), SCRCP, a Rule 59(e) motion “may in the discretion of the court be determined on the briefs filed by the parties without oral argument.” *Pollard v. Cty of Florence*, 314 S.C. 397, 402, 444 S.E.2d 534, 536 (Ct. App. 1994).

ARGUMENTS

I. Plaintiff’s Motion Does Not Establish Grounds for Relief Under SCRCP 59(e).

A. The Court Properly Considered the Lack of Evidence of Incompetence.

Plaintiff claims that the Court erred “because it relied on a ground that was neither included in the motion nor argued before the court.” Specifically, the Plaintiff claims that the Court should reconsider its Order because its Order cites a lack of medical records, the lack of which Plaintiff claims was not cited to in the USAA Defendants’ motion, nor included in their oral argument. Initially, Plaintiff’s assertion that the USAA Defendants never raised this issue is incorrect. Throughout the USAA Defendants’ Motion for Summary Judgment, the USAA Defendants stated both that there was no evidence that Dr. Petit was incompetent when he signed the Designation of Beneficiary Form, and that the only evidence showed that a competent Dr. Petit signed the Designation of Beneficiary Form.³ (See USAA Defs.’ Mot. Summ. J. at 3, 7-8, 14, 16, 17.) Although Plaintiff provided evidence the Dr. Petit was hospitalized, this is not same as being declared medically incompetent. The USAA defendants argued, and the record reveals, that Plaintiff provided no evidence that Dr. Petit was medically incompetent.

Further, in determining a motion for summary judgment, a court considers all evidence in the record. *Anthony v. Padmar, Inc.*, 307 S.C. 503, 415 S.E.2d 828 (Ct.App.1992). Thus, the Rules of Civil Procedure allow the Court to note the lack of medical evidence in the record

³ Plaintiff never alleged in her Complaint that Dr. Petit was incompetent or that the USAA defendants knew or should have known about his health issues.

regardless of whether it was argued. Thus, not only was the issue properly brought to the Court's attention, but the Court appropriately cited the lack of any medical evidence that Dr. Petit was incompetent at the time he signed the Designation of Beneficiary Form. Accordingly, Plaintiff's argument is without merit, and should be denied.

B. The Court Properly Included in its Order the Fact that Plaintiff Failed to Establish a Contract or Contractual Provision that was Breached

Plaintiff claims that the Court erred in its Order because the Order "inaccurately states Plaintiff did not specify a contract which was breached, when Defendants USAA admitted a contract existed in its Answer to Plaintiff's Complaint." (Pl.'s Mot. to Recons. At 2.) The USAA Defendants admitted that a contract existed with Dr. Petit, not with Plaintiff.⁴ Plaintiff misses the central point, *i.e.*, Plaintiff did not point to a contract to which she was a party or a contractual provision that was breached. Without pointing to a specific contract, or contractual provision, Plaintiff cannot, and did not, point to any alleged breach. Thus, there can be no claim for a breach of contract. Accordingly, the Court's Order correctly states the facts of the case and comes to a correct conclusion of law.

C. The Court Properly Stated that it Did not Rule on the USAA Defendants' Statute of Limitations Argument Because it Granted the USAA Defendants' Motion on Other Grounds.

Plaintiff argues that the Court erred because it did not rule on the USAA Defendants' statute of limitations argument. (Pl.'s Mot. to Recons. at 3.) However, in its Order granting the USAA Defendants' Motion for Summary Judgment, the Court noted: "[b]ecause of the rulings made in this Order, the Court finds that it need not reach [the statute of limitations issue]." (Order

⁴ Thus, the only party that could have brought suit against the USAA Defendants for a breach of contract is Dr. Petit's estate. Any claims by Dr. Petit's estate are barred by the statute of limitations as the IRA funds were disbursed by Wells Fargo more than three years ago. See S.C. Code Ann. § 15-3-530.

Granting USAA Defs.' Mot. Summ. J. at 9 n.4.) This issue was raised by the USAA defendants, not by the Plaintiff. There is no prejudice to the Plaintiff in the way the court handled the issue. A court is not required to rule on every issue presented where its other rulings are dispositive. *Walbeck v. I'On Co., LLC*, 426 S.C. 494, 527, 827 S.E.2d 348, 365 (Ct. App. 2019), reh'g denied (May 22, 2019); *Futch v. McAllister Towing of Georgetown, Inc.*, 335 S.C. 598, 613, 518 S.E.2d 591, 598 (1999); *Whiteside v. Cherokee Cty. Sch. Dist. No. One*, 311 S.C. 335, 340, 428 S.E.2d 886, 889 (1993). Accordingly, because the Court's Order contained several dispositive rulings, the Court did not err when it declined to rule on the USAA Defendants' statute of limitations argument. Thus, Plaintiff Motion must be denied.

D. The Court's Order is not Required to Present the Plaintiff's Arguments that it Rejected.

Plaintiff claims the Court erred because it failed to address the evidence the Plaintiff claims supports her position. Plaintiff's argument is unsupported by the law, as there is no requirement that the Court include all arguments of the non-prevailing party in its order. Summary judgment shall be granted if the evidence in the record shows that there is no genuine issue of material fact. *Anthony*, 307 S.C. 503, 415 S.E.2d 828. In this case, the Court reviewed the record, the oral arguments, and the submissions of the parties and determined that Plaintiff failed to present any genuine issue of material fact, and thus, granted the USAA Defendants' Motion for Summary Judgment. (Order Granting USAA Defs.' Mot. Summ. J. at 1.) ("Having heard the arguments and *reviewed the record* in this case") (emphasis added).

Plaintiff inserted bullet points in its motion for reconsideration claiming that the Court failed to consider the listed "evidence" in its orders. Initially, as Plaintiff has addressed the Orders granting Summary Judgment to the USAA Defendants and Ms. Krohn together, it is unclear which evidence Plaintiff contends applies to the USAA Defendants.

Bullets 1, 2, and 5 bullets refer to a conversation between Plaintiff and Ms. Krohn and actions of Ms. Krohn, which are unrelated the USAA Defendants, and thus, were properly excluded from the Court's Order granting the USAA Defendants' Motion for Summary Judgment. (Pl.'s Mot. to Recons. at 4-5.)

Bullets 3 and 4 relate to Dr. Petit's health, which the Court did consider in its Order. (*Id.* at 3.) Specifically, the Court stated that there was no evidence that the USAA Defendants knew of Dr. Petit's hospitalization. (Order Granting USAA Defs.' Mot. Summ. J. at n.1.) Further the Court found that a competent Dr. Petit signed the change of beneficiary form.⁵ (Order Granting USAA Defs.' Mot. Summ. J. at 2, 4, 9.) Thus, Plaintiff's assertion that this improperly excluded from the Order is incorrect.

In Bullet 6, Plaintiff claims that Dr. Petit had more than a banking relationship with the USAA Defendants. (Pl.'s Mot. to Recons. at 5.) Despite Plaintiff's claim that her evidence was not considered, the Court's Order contains two and half pages of analysis regarding the lack of a fiduciary relationship between Dr. Petit (and/or the Plaintiff) and the USAA Defendants. (Order Granting USAA Defs.' Mot. Summ. J. at 6-8.) The Court even expressly considered the evidence Plaintiff claims that it did not, *i.e.*, that a USAA Defendants' employee visited Dr. Petit's house, and the Court expressly rejected Plaintiff's argument that this was evidence of a fiduciary duty. (Order Granting USAA Defs.' Mot. Summ. J. at 7.)

In Bullet 7, the Plaintiff claims that the Court failed to consider that Ms. Krohn filled out the Designation of Beneficiary Form. (Pl.'s Mot. to Recons. at 5-6.) Again, this is noted in the

⁵ Although Plaintiff now argues that Dr. Petit was not competent to sign the Designation of Beneficiary Form, Plaintiff never alleged in her Complaint that Dr. Petit was incompetent. She merely alleged that the USAA Defendants were liable because Dr. Petit did not sign the Designation of Beneficiary Form. During discovery, this allegation was proven to be false, and Plaintiff has admitted that Dr. Petit signed the Designation of Beneficiary Form.

Court's Order, but is rendered irrelevant by the Plaintiff's admission that Dr. Petit, himself, signed the form, not Ms. Krohn. (See September 26, 2019 Email from Ms. Merrill, attached as **Ex. A.**)

Finally, in Bullet 8, the Plaintiff discusses the FedEx label that was provided to Dr. Petit for him to return his Designation of Beneficiary Form. (Pl.'s Mot. to Recons. at 6.) This is the first time Plaintiff disputed the significance of the FedEx label. Nonetheless, Plaintiff's belated argument has no impact on the evidentiary impact of the FedEx label, which shows that Dr. Petit received the Designation of Beneficiary Form at his record address, signed it, and returned it to the USAA Defendants using the FedEx label. Regardless of the address it was returned to, it was returned to the USAA Defendants. Further, Plaintiff's distinction regarding whether the label was provided to Dr. Petit as billed, or as a courtesy is insignificant to the central issue in this case, which is, did Dr. Petit sign the Designation of Beneficiary Form. Plaintiff concedes that he did. (See **Ex. A.**)

The bullets Plaintiff lists are nothing more than an attempt to relitigate the motion which was properly decided by the Court's Order. Plaintiff's dissatisfaction with the Court's Order is not grounds for relief under Rule 59. See *Elam*, 361 S.C. at 24, 602 S.E.2d at 780. Accordingly, Plaintiff's motion is without merit, and should be denied.

CONCLUSION

Plaintiff has not shown that the Court erred in granting the USAA Defendants Motion for Summary Judgment. Further, Plaintiff failed to meet the standard for altering or amending a judgment under Rule 59(e) of the South Carolina Rules of Civil Procedure. Therefore, the USAA Defendants respectfully request that Plaintiff's Motion to Reconsider be denied.

[Signature Block on the Following Page]

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By: /s/ William S. Brown

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*Attorneys for USAA Federal Savings Bank, and USAA
Investment Management Co.*

Greenville, South Carolina
February 3, 2020

Exhibit A

From: Jane H. Merrill <jane@hmlawsc.com>
Sent: Thursday, September 26, 2019 2:39 PM
To: Joshua Nasrollahi
Cc: Hocker, Donald B. Law Clerk (Madison Hoffman); Hocker, Donald B. Secretary (Regan A. Snow); William Brown; Katelyn Crawford
Subject: Re: Petit v. Krohn and USAA

My client disputes whether Dr. Petit was competent on 1/23/12 because of his medical and mental condition. The day before this document was signed Dr. Petit had just been released from a lengthy hospital stay which included two surgical procedures, and he was taking prescription pain medication. No one disputes that he had just been released from the hospital. Even if he became competent later, whether he was competent on the date is signed the document is in dispute.

My client does not dispute that the USAA Beneficiary form dated 1/23/12 was actually signed by Dr. Petit and the form contents were completed by Ms. Krohn. Additionally, Dr. Petit's signature is not in dispute. However, as noted above, we dispute Dr. Petit's competency to sign the document on 1/23/12.

Thank you,
 Jane

Jane H. Merrill, Attorney & Certified Mediator

Hawthorne Merrill Law, LLC
jane@hmlawsc.com | 864-229-1010
 410 Main St. | Greenwood, SC 29646

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On Thu, Sep 26, 2019 at 2:15 PM Joshua Nasrollahi <josh@jnasrollahi.com> wrote:

My client's position is that there are no facts which put his signature or competency in dispute.

Joshua S. Nasrollahi
 215 Park Avenue
 Greenwood, SC 29646
 Tel. (864) 538-6000
 Fax (864) 538-6014
josh@jnasrollahi.com

On Sep 26, 2019, at 2:10 PM, Hocker, Donald B. Law Clerk (Madison Hoffman)
 <dhockerlc@sccourts.org> wrote:

Good afternoon,

Judge Hocker is currently reviewing the Motions for Summary Judgment. Ensuring that our notes are correct, the USAA Beneficiary form dated 1/23/12 was actually signed by Dr. Petit but the form contents were completed by Ms. Krohn. Additionally, Dr. Petit's signature is not in dispute nor his competency in question on this date. Is this all correct?

Thank you,

Madison Hoffman

Law Clerk to
Honorable Donald B. Hocker
P.O. Box 972
100 Hillcrest Square
Laurens, S.C. 29360
dhockerlc@sccourts.org

STATE OF SOUTH CAROLINA

COURT OF COMMON PLEAS

COUNTY OF GREENWOOD

EIGHTH JUDICIAL CIRCUIT

KAREN PETIT,

Plaintiff,

-v-

PHYLLIS KROHN ET AL.,

Defendant.

Case No.: 2017-CP-24-01343

MEMORANDUM IN OPPOSITION TO
PLAINTIFF'S MOTION TO RECONSIDER

Comes Now Phyllis Krohn, by and through undersigned counsel, and opposes the Plaintiff's Motion to Reconsider. In support of this motion, the Defendant submits the following.

In short, the Plaintiff has not demonstrated any triable issue of fact by which the Court may award her relief. As such, the Defendant is entitled to summary judgment as a matter of law and the Court's order granting such was proper and supported by the record. In response, the Plaintiff presents no information which was already passed upon by the Court in considering its decision. First, the Plaintiff reiterates her allegation that the Defendant told her that she had changed the Decedent's designation of beneficiaries with Defendant USAA. What the Plaintiff glosses over is the fact that the distributions in question were from the Wells Fargo account established by the Decedent's duly authorized attorney-in-fact Henry Dorn. This contention also ignores the fact that all of the forms in question were signed by the Decedent with the Plaintiff admitting under oath

that she had no reason to believe that the signatures in question were not in fact his. On this particular point, there is no factual dispute.

Second, any and all allegations about the Decedent's competency at the time that the change of beneficiaries was enacted are unsupported by any facts. *It is* beyond dispute that the Decedent was not in the best of health at the time he executed these forms but the Plaintiff presents *zero* evidences tying the Decedent's health with his competency. The best that she can do is show that the Decedent was ill at the time the forms were signed. On the contrary, the record clearly establishes that the power of attorney executed in favor of Mr. Dorn at around the same time was judged valid and competently made by the Greenwood County Probate Court. So, if there is any evidence whatsoever by which this Court can peer into the Decedent's capacity at the time of these transactions, all indications point in the direction of the Decedent being competent.

Finally, the Plaintiff challenges both the validity of the Defendant's power of attorney to change beneficiaries while, at the same time, arguing that she breached the fiduciary relationship she had with the Decedent by virtue of the same powers of attorney. She cannot have it both ways. If the powers of attorney were invalid, no fiduciary relationship existed and therefore there could be no breach. If a fiduciary relationship *did* exist, the Plaintiff has not demonstrated any breach thereof. Specifically, the Plaintiff cannot and did not demonstrate how she was an object of any such fiduciary relationship and the case law is well-settled that she is in fact not. Moreover, any fiduciary relationship existing at the time would have extended to the Decedent and, by operation of law, his estate. In such case, the Plaintiff has no standing whatsoever to bring and maintain this lawsuit.

Finally, the Plaintiff omits two important points. First, she fails to establish how any of her damages are non-economic, thereby entitling her to relief. Second, and most important, the Plaintiff presents no evidence at all establishing how, under any possible legal theory, the Defendant is responsible for the conduct of two other independent actors, namely Mr. Dorn and Wells Fargo. This is a point that the Defendant has found herself having to belabor repeatedly—the distributions in this case were made from a Wells Fargo account established by Mr. Dorn pursuant to a valid power of attorney. The Plaintiff has failed to present a single shred of evidence demonstrating how this series of events, if unlawful in any way, can be placed at the feet of the Defendant.

Because there are no triable issues of fact, the original decision of the Court must stand and the Plaintiff's motion must be denied.

Respectfully submitted,

/s/ Joshua S. Nasrollahi
Joshua S. Nasrollahi (SCBN 80227)

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March 4, 2020

Attorney for the Defendant

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STATE OF SOUTH CAROLINA)
)
COUNTY OF GREENWOOD) C.A. NO. 2017-CP-24-01343

KAREN PETIT,)
)
 PLAINTIFF,)
)
 VS.)
)
PHYLLIS JEAN KROHN, USAA)
FEDERAL SAVINGS BANK AND)
USAA INVESTMENT MANAGEMENT)
COMPANY,)
)
 DEFENDANTS.)

DEPOSITION
OF
PHYLLIS KROHN VAN SWOL

THE DEPOSITION OF PHYLLIS KROHN VAN SWOL, TAKEN BEFORE
JILL BISHOP EDWARDS, CVR-CM, CERTIFIED VERBATIM REPORTER AND
NOTARY PUBLIC IN AND FOR THE STATE OF SOUTH CAROLINA,
COMMENCING AT THE HOUR OF 10:14 A.M., TUESDAY, THE 26TH DAY
OF FEBRUARY, 2019, AT THE OFFICES OF HAWTHORNE MERRILL LAW,
LLC, 410 MAIN STREET, GREENWOOD, SOUTH CAROLINA.

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ALSO ATTENDING

KAREN PETIT

REPORTED BY

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PLAINTIFF'S EXHIBIT NUMBER 10, MARKED,
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*DIGITALLY RECORDED AUDIO RETAINED FOR TWELVE (12) MONTHS
FROM DATE OF CERTIFICATION.

IT IS STIPULATED BY AND BETWEEN COUNSEL
FOR THE RESPECTIVE PARTIES THAT ALL OBJECTIONS
ARE RESERVED UNTIL THE TIME OF TRIAL, EXCEPT
AS TO THE FORM OF THE QUESTION.

— — — —

WHEREUPON, PHYLLIS KROHN VAN SWOL, BEING DULY
SWORN AND CAUTIONED TO SPEAK THE TRUTH, THE WHOLE
TRUTH, AND NOTHING BUT THE TRUTH, TESTIFIED AND DEPOSED
AS FOLLOWS:

BY MS. MERRILL:

A No.

A Yes.

Q Okay. And, so, you understand that, when you're under

Page 6

1 oath in a deposition, it's the same as being under oath
2 in a courtroom?

3 A Yes.

4 Q Okay. When I ask a question, if you answer it, I'm
5 going to assume you understood the question. Is that
6 fair?

7 A Yes.

8 Q And if you don't understand my question, please let me
9 know that and I can ask it in a different way. Okay?

10 A Okay.

11 Q If you need to take a break anytime, just let us know.
12 That's not a problem. During the last 24 hours, have
13 you taken any medication, prescription or over-the-
14 counter drugs?

15 A No.

16 Q Okay. And are you under the influence of anything that
17 would affect your ability to answer questions honestly?

18 A No.

19 Q Okay. All right. What is your full name?

20 A Phyllis Krohn Van Swol.

21 Q And can you spell that last name.

22 A V-a-n S-w-o-l.

23 Q Okay. And are you married?

24 A Yes.

25 Q What is your husband's name?

1 A Charles Van Swol.

2 Q And how long have you been married?

3 A A -- a year.

4 Q Were you married before that?

5 A Yes.

6 Q To whom were you previously married?

7 A Glenn Krohn.

8 Q And were you widowed?

9 A Yes.

10 Q When did Mr. Krohn pass away?

11 A In 2005.

12 Q What's your address?

13 A 526 Colonial Drive, Greenwood.

14 Q Okay. Is that where you presently live?

15 A Yes.

16 Q And who lives there with you?

17 A My husband.

18 Q Anybody else live there?

19 A No.

20 Q Okay. Is that home titled in your name, or your
21 husband's, or both?

22 A It's a right of survivorship. My children's names are
23 on it.

24 Q So are your children in the home?

25 A I have the right to live there.

Page 8

1 Q Okay. Is it one of those deeds like when you pass away
2 it will go to your children?

3 A Yes.

4 Q Okay. Did Mr. Van Swol move in there before y'all got
5 married or after y'all married?

6 A After.

7 Q Okay. Where did he previously live?

8 A Lacy Court. I don't remember the ---

9 Q Is that in Greenwood?

10 A Yes.

11 Q Okay. Do you have any -- besides your husband, do you
12 have any other family members that live in Greenwood
13 County?

14 A A daughter.

15 Q Okay. What's her name?

16 A Glenda Long.

17 Q And is she married?

18 A Yes.

19 Q What is her husband's name?

20 A Jeff.

21 Q Last name Long?

22 A Yes.

23 Q Okay. And does she have any children over the age of
24 18?

25 A Yes.

1 Q What are their names?

2 A Kierstin Cook.

3 Q Does she live in Greenwood County?

4 A Yes.

5 Q Okay. Any other children?

6 A No.

7 Q Okay. And besides your husband and daughter, do you
8 have any other relatives that live in Greenwood County?

9 A No.

10 Q Okay. And, then, I think you said that deed goes to
11 your children. So you have your daughter Glenda. Do
12 you have any other children?

13 A I have a son.

14 Q Okay. What's his name?

15 A Phillip Krohn.

16 Q And where does he live?

17 A Omaha.

18 Q And how long have you lived in Greenwood?

19 A Twenty years.

20 Q Did you previously live in Omaha ---

21 A No.

22 Q --- and then move to Greenwood?

23 Okay. Where did you move to Greenwood from?

24 A Clemson.

25 Q Have you worked anywhere in Greenwood?

Page 10

1 A I did a short-term job for the pre-census.

2 Q When was that?

3 A Let's see. It was in 2009.

4 Q So would your employer have been the federal government
5 or did they contract with someone?

6 A I think it was the federal government. I'm not sure.
7 I don't think they contract out the -- the census.

8 Q Okay. And, then, have you worked anywhere else while
9 living in Greenwood County?

10 A No.

11 Q Okay. When you were in Clemson, did you work anywhere?

12 A Yes.

13 Q Where did you work in Clemson?

14 A I worked at Anderson Christian School.

15 Q What did you do there?

16 A I started and taught in the preschool program.

17 Q For how long did you do that?

18 A I don't know exactly. I can give you an approximate.

19 Q That's fine. Approximately how long did you work
20 there?

21 A Five years.

22 Q Okay. All right. What's your educational background?

23 A I have a master's degree in human development and the
24 family.

25 Q Where did you earn that?

1 A University of Nebraska.

2 Q What was your primary occupation?

3 A Teaching.

4 Q Teaching? And what ages did you teach? You mentioned
5 preschool earlier, but I didn't know if you taught
6 other ages besides preschool.

7 A Sixty-five to three. But I never taught elementary.

8 Q Okay. Prior living in Clemson, did you live in
9 Nebraska?

10 A Yes.

11 Q Okay. What brought you to Clemson from Nebraska?

12 A My husband accepted a position at Clemson.

13 Q What did he do at Clemson?

14 A He was the state 4-H leader.

15 Q Have you ever served in the military?

16 A No.

17 Q What's your date of birth?

18 A November 10, 1940.

19 Q And if you can give us your Social Security number, and
20 we can just put the last four on the actual transcript
21 so it won't be printed.

22 A XXX-XX-0962.

23 Q Okay. And are you a member of a church in Greenwood?

24 A Yes.

25 Q What church?

Page 12

1 A Greenwood Presbyterian.

2 Q Where is that located?

3 A On Calhoun.

4 Q And how long have you been a member there?

5 A A year.

6 Q Have you attended any other churches in Greenwood?

7 A Yes.

8 Q What other church or churches?

9 A Greenwood Lutheran.

10 Q Where is that?

11 A Well, they recently moved. They are now on Main
12 Street, South Main. I don't know the exact address.

13 Q That's okay. All right. Any other churches?

14 A No.

15 Q Okay. And are you a member of any social organization
16 in Greenwood?

17 A What's your definition of a social organization?

18 Q Well, do you do any -- well, let me ask it this way.
19 Do you do any volunteer work?

20 A I have done some for Wesley Commons and Greater
21 Greenwood United Ministries.

22 Q What have you done for them, as far as volunteer work?

23 A I read stories at Wesley Commons. I put together a
24 scrapbook for Greater Greenwood United Ministries, and
25 was trained to be an intake person.

1 Q Are you a member of any group that kind of meets
2 regularly? I guess, what I'm thinking of is like a
3 Lion's club, a Kiwanis club, or a women's club through
4 your church or anything like that?

5 A Iris Garden Club.

6 Q And that meets here in Greenwood?

7 A Yes.

8 Q How often do you meet?

9 A Once a month.

10 Q Okay. Any others?

11 A An herb club.

12 Q How often do you meet?

13 A Once a month.

14 Q Any others?

15 A No.

16 Q Have you ever been arrested?

17 A No.

18 Q Give me one minute. Now, we're here because of a
19 lawsuit and you were served that lawsuit. Is that
20 correct?

21 A Yes.

22 Q What's your -- and you're a defendant in there, in the
23 lawsuit. What's your understanding of why you are
24 being sued?

25 A Because I am -- I was a power -- a power of attorney

1 for Edward Petit.

2 Q And how did you know Edward Petit?

3 A He was a friend.

4 Q Okay. When did you meet?

5 A Well, the first time, about 20 years ago.

6 Q Okay. Was that when you moved to Greenwood?

7 A Yes.

8 Q Okay. Where did you meet?

9 A At Wellness Works.

10 Q Okay. And you said something about, that was the first
11 time you met. Was there a second time?

12 A Well, we just continued.

13 Q Okay. I was just asking, because you had said first
14 time. I didn't know if you might've met briefly and
15 then didn't see him for a long time, or what you meant
16 by that. So when did you -- did you and he start
17 dating or at least a more serious than friendship
18 relationship at some point?

19 A Yes.

20 Q When was that?

21 A I guess I don't -- I don't remember the year.

22 Q Was it after both of your spouses had passed away?

23 A Yes.

24 Q How would you describe your relationship with Edward
25 Petit, at that time?

1 A A close friendship.

2 Q Okay. Would the two of you spend time together?

3 A Yes.

4 Q What would you do?

5 A We ate and talked.

6 Q Did you travel together?

7 A Yes.

8 Q How often did you travel together?

9 A I don't -- I don't know. Once -- once a year.

10 Q And what kind of trips did you take together?

11 A To visit my family.

12 Q So would that be in Nebraska?

13 A Uh-huh.

14 Q Okay.

15 A And to be with his family.

16 Q Any other trips?

17 A A couple of pleasure trips.

18 Q Okay. Where did you go on those?

19 A Alaska.

20 Q Okay. Anywhere else?

21 A And a cruise to the Caribbean.

22 Q Okay. Was the Alaska trip also a cruise?

23 A Yes.

24 Q About how many times did you all go on a cruise
25 together?

1 A Twice.

2 Q Did you go anywhere else on what you describe as
3 pleasure trips?

4 A I don't remember any others.

5 Q Did you and Edward Petit live together?

6 A No.

7 Q How did you come to be his power of attorney?

8 A He wanted to change beneficiaries.

9 Q Tell me about that.

10 MR. NASROLLAHI: Did you hear her question?

11 BY MS. MERRILL:

12 Q I'm sorry. Can you tell me more about that? You said
13 he wanted to change beneficiaries. Can you tell me
14 more about that?

15 A What is it that you want to know?

16 Q Okay. Well, how do you know he wanted to change
17 beneficiaries?

18 A Because that's what he told me.

19 Q So were you made the power of attorney for the purpose
20 of changing the beneficiary?

21 A No. He changed it on his own.

22 Q So how did you come to be his power of attorney?

23 A Because he asked me to do that for him.

24 Q Okay. Do you know when that was?

25 A I don't -- I don't know a date.

Page 17

1 Q So do you know, were you his general power of attorney?
2 Did you have authority to transact any business on his
3 behalf?

4 A No, I don't think so.

5 Q Okay. What could you do for him by having the power of
6 attorney?

7 A Well, I guess I'm not sure.

8 MS. MERRILL: Mark that as Exhibit 1.

9 (MARKED FOR IDENTIFICATION, PLAINTIFF'S EXHIBIT
10 NUMBER 1, WACHOVIA BANK, NATIONAL ASSOCIATION DURABLE
11 POWER OF ATTORNEY, ATTACHED.)

12 BY MS. MERRILL:

13 Q Ms. Krohn, I've handed you what we've marked as Exhibit
14 1. I've given a copy to your attorney as well as Mr.
15 Brown.

16 Do you recognize this document?

17 A Well, I guess I have to because I signed it, but I
18 don't remember much about it.

19 Q Okay. Where did you sign it?

20 A I don't remember.

21 Q Well, take time to flip through it and see if you
22 can...

23 A You said where?

24 Q Uh-huh. Is that your signature on that second page?

25 A Yes.

Page 18

1 Q Okay. Where it says "Signature of Agent," is that your
2 signature?

3 A That's my signature.

4 Q Okay. And based -- looking at this document, based on
5 the third page, it looks like this was witnessed on
6 January 26, 2009. Do you see that date?

7 A Yes.

8 Q Do you recall where you were when you signed this?

9 A No.

10 Q Did you see Edward Petit sign it?

11 A I don't remember.

12 Q And what is this a power of attorney for?

13 A I don't know.

14 Q Would you agree with me at the top it says, "Wachovia
15 Bank, National Association Durable Power of Attorney"?

16 A Yes.

17 Q Okay. And that's your handwriting on the first page?

18 A You're referring to the printing?

19 Q Yes. Where it says "Account Title," and then it's
20 filled in. It says, "Edward L. Petit," and then it has
21 account number and there's a number filled in that
22 blank.

23 A Yes.

24 Q Okay. And then also on that first page it has Phyllis
25 Jean Krohn as the named agent. Did you write that?

Page 19

1 A Yes.

2 Q Okay. And that was your name before you married Mr.
3 Van Swol; is that correct?

4 A Yes.

5 Q Okay. Looking at the third page of this document, it
6 looks like there's two witnesses. It looks like a
7 Cynthia Butler and Marie Marshall. Do you see that?

8 A Yes.

9 Q Do you know either of those witnesses?

10 A No.

11 Q And do you see at the bottom, it looks like Marie
12 Marshall was the notary. Do you see the name Marie G.
13 Marshall above the line that says "Notary Public"?

14 A Yes.

15 Q Okay. All right. With this Wachovia Bank power of
16 attorney, did you transact any business for Edward
17 Petit?

18 A When he could no longer write his checks, I wrote
19 checks for him to pay his bills.

20 Q And that -- would that have been using a Wachovia
21 account?

22 A Yes.

23 Q When did you start doing that?

24 A I don't -- I don't know an exact date.

25 Q Did you have access to anything else with his Wachovia

1 accounts? Did you ever withdraw money for him or
2 deposit money for him?

3 A Yes. I withdrew money a couple of times for him.

4 Q Would you physically go to the bank or use an ATM
5 machine to do that?

6 A Go to the bank.

7 Q Did you have access to his safety deposit box?

8 A Yes.

9 Q Where was that safety deposit box located?

10 A At the Wachovia Bank on the 72 Bypass.

11 Q Did you ever access the safety deposit box?

12 A Yes.

13 Q For what purpose?

14 A He wanted items out of that box.

15 Q Do you know what items he wanted?

16 A They were like memento things.

17 Q How many times did you access the safety deposit box?

18 A I think only once.

19 Q And did you go to the bank by yourself or was Edward
20 Petit with you?

21 A He was in the car.

22 Q Why didn't he go in the bank with you?

23 A It was very difficult for him to walk.

24 Q With this Wachovia durable power of attorney that we've
25 marked as Exhibit 1, was there anything else you -- any

1 other business, other than what we've talked about,
2 that you transacted for Edward Petit at Wachovia,
3 specifically?

4 A No.

5 Q Did you have access to any sort of electronic -- any
6 sort of electronic access to his Wachovia accounts?

7 A No.

8 (MARKED FOR IDENTIFICATION, PLAINTIFF'S EXHIBIT
9 NUMBER 2, HEALTHCARE POWER OF ATTORNEY FORM, ATTACHED.)

10 BY MS. MERRILL:

11 Q Ms. Krohn, I'm handing you what has been marked as
12 Exhibit 2, and I've given copies to Mr. Brown and your
13 attorney.

14 Are you familiar with this document?

15 A Vaguely.

16 Q What is it?

17 A Well, it's entitled "Health Care Power Of Attorney".

18 Q Okay. And this is -- looking at that first page, it
19 looks like it's Edward Petit as the principal
20 appointing Phyllis Jean Krohn as the agent. Is that
21 correct?

22 A That's what it says.

23 Q And that's your handwriting?

24 A Yes.

25 Q And is the address and the telephone numbers listed on

Page 22

1 there, are those your -- is that your address and the
2 correct telephone numbers for you?

3 A At that time.

4 Q I'm going to flip to the third page of this document
5 and look towards the bottom where it's signed. It
6 looks like this was signed on the -- it's a little hard
7 to read, but based on the dates on the fourth page, it
8 looks like it was signed on the 26th of January in
9 2009. Do you see that?

10 A Uh-huh.

11 Q Is that a yes?

12 A Yes.

13 Q Okay. And then, flipping over to the fourth page where
14 it says, "Witness Statement," do you see where it has
15 Cynthia A. Butler and Marie G. Marshall as witnesses?

16 A Yes.

17 Q Okay. And I believe they are the same witnesses that
18 were on that Exhibit 1, the Wachovia form that we
19 looked at. And you said earlier that you don't know
20 either of those witnesses?

21 A No.

22 Q The address on here, 1325 Spring Street, that they
23 wrote for their address, do you see that?

24 A Yes.

25 Q Do you see that both witnesses put that?

1 A Yes.

2 Q Do you know what's located at 1325 Spring Street in
3 Greenwood?

4 A I think that's the hospital.

5 Q Okay. So were you -- do you recall if y'all were at
6 the hospital when these documents were filled out and
7 signed?

8 A Well, I don't remember, but obviously, I was.

9 Q Do you recall at any time going with Edward Petit when
10 these documents were signed?

11 A I don't remember.

12 Q But you do agree with me that that's your handwriting
13 on the first page and then on the third page?

14 A Yes.

15 Q Where it's signed Edward L. Petit, did you sign that?

16 A No.

17 Q Okay.

18 (MARKED FOR IDENTIFICATION, PLAINTIFF'S EXHIBIT
19 NUMBER 3, USAA POWER OF ATTORNEY, ATTACHED.)

20 BY MS. MERRILL:

21 Q I've handed you what we've marked as Exhibit 3, and
22 copies have been given to counsel.

23 Do you recognize this document?

24 A Yes.

25 Q What is this?

Page 24

1 A The USAA power of attorney.

2 Q Okay. And on the second page of this, is that your
3 handwriting that's filled in the blanks on that?

4 A Yes.

5 Q And then, flipping over to the third page of this
6 document, did you sign that?

7 And just so we're clear, the third page that I'm
8 looking, at the bottom it has Petit 024, just so we're
9 talking about -- to make sure we are all on the same
10 page.

11 A So I did not sign that.

12 Q You did not? Who signed that?

13 A I think Mr. Petit signed it.

14 Q Okay. And looking at this document, would you agree
15 with me that it looks like it was signed on January 26,
16 2009?

17 A Yes.

18 Q Okay. And then looking at the last page of Exhibit 3,
19 this was also witnessed, like the Exhibit 1 and 2, by
20 Marie G. Marshall. Do you see that?

21 A Yes.

22 Q Okay. So you would agree with me that Exhibits 1, 2,
23 and 3 were all signed on the same day, January 26,
24 2009?

25 A Well, I guess they were. I don't remember, but they

1 were.

2 Q Okay. I want to go back to Exhibit 2, the health care
3 power of attorney, and ask you a couple of questions
4 about that. Using that power of attorney, what did you
5 -- what, if anything, did you do related to Edward
6 Petit or on his behalf?

7 A I accompanied him to his doctors' appointments.

8 Q And what were the nature of these appointments? Were
9 they check -- you know, just regular checkups or were
10 they to treat a specific diagnosis?

11 A Both.

12 Q Okay. What doctor did he see for like a regular
13 checkup type visit?

14 A I guess I'm not sure about what you're asking.

15 Q Who was his regular doctor or his main treating
16 physician?

17 A Well, I don't know. I know his cardiologist, but...

18 Q Okay. Who was his cardiologist?

19 A Dr. Kumar.

20 Q Okay. Did you accompany him to appointments with Dr.
21 Kumar?

22 A Yes.

23 Q Okay. Do you know what his diagnosis was?

24 A I -- I don't remember.

25 Q Do you know why he was seeing the cardiologist?

1 A Because he had AFib.

2 Q Do you recall about how often he saw the cardiologist?

3 A Not exactly.

4 Q Do you have an estimate?

5 A Maybe every three months.

6 Q Did you go to more than one appointment with him with
7 Dr. Kumar?

8 A Yes.

9 Q Did you speak to Dr. Kumar about his care?

10 A Yes.

11 Q Would you go into the examination room with him when he
12 saw Dr. Kumar?

13 A Yes.

14 Q Were there any other doctors' appointments that you
15 would go with him to?

16 A He had an ear problem and, so, I accompanied him to
17 that and the follow-up.

18 Q Do you know what doctor he saw?

19 A I don't remember.

20 Q Do you know what practice it was?

21 A I know it was a practice here in Greenwood, but I don't
22 know the name.

23 Q Where is it located? And if you don't know the exact
24 address, I guess, is it near something?

25 A Well, it's near the hospital.

1 Q Okay. Were there any other doctor or medical
2 appointments that you went with him to?

3 A Not that I can remember.

4 Q You have mentioned AFib as far as a heart condition.
5 Are you aware of any other medical conditions for which
6 he was being treated?

7 A Well, eventually dementia.

8 Q Do you know what physician or practice he went to for
9 that condition?

10 A No.

11 Q Do you know when he was diagnosed with dementia?

12 A No.

13 Q Did you ever notice him having symptoms of dementia?

14 A No.

15 Q Did you ever notice him having any problems with his
16 memory?

17 A No.

18 (MARKED FOR IDENTIFICATION, PLAINTIFF'S EXHIBIT
19 NUMBER 4, EMAIL, ATTACHED.)

20 BY MS. MERRILL:

21 Q Ms. Krohn, I just handed you Exhibit 4. I'll give you
22 a minute to read over that.

23 A (Reviewing.)

24 Q Have you had enough time to read it?

25 A Yes.

1 Q Okay. What is this document?

2 A Well, it's an e-mail.

3 Q Okay. And it says on there, "Glen Krohn," and it has
4 an e-mail address of pkrohn62@embarqmail.com. Is that
5 you?

6 A Yes.

7 Q So is this an e-mail from you?

8 A Yes.

9 Q Okay. And who is it to?

10 A Well, at the top, it says Karen.

11 Q Okay. And that's Edward Petit's daughter. Is that
12 right?

13 A Right.

14 Q Okay. And the date on this that, it looks like, the e-
15 mail was sent is November 30, 2011. Is that right?

16 A Yes.

17 Q Okay. What did you say in this e-mail?

18 A Well, we are arranging to meet to go to a Christmas
19 party.

20 Q Okay. And do you see where -- I'm just going to read
21 directly from here. "I think the plan is that he will
22 then take us to the fireman's Christmas party although
23 the details of that seem to escape him. It seems to be
24 increasingly difficult for him to keep up with any kind
25 of calendar details." Were you talking about Edward

1 Petit when you said "he"?

2 A Yes.

3 Q Okay. Do you recall that he had difficulty keeping up
4 with calendar details?

5 A Well, he had trouble keeping up with the time that
6 things started.

7 Q Anything else that he had trouble keeping up with?

8 A Not that I can remember.

9 Q Was there a time when he could keep up with calendar --
10 what you referred to as calendar details?

11 A I don't remember it being a problem.

12 Q So, when you said that, do you mean it wasn't always a
13 problem and it became a problem?

14 A I -- I don't know. I don't -- I don't remember.

15 Q Let's go back to the health care power of attorney
16 again, which we marked as Exhibit 2, and I'll ask you
17 if you did anything else. You mentioned going to
18 doctors' appointments. Did you go to the pharmacy with
19 him or for him?

20 A I don't remember, specifically, but probably I picked
21 up prescriptions for him a couple of times.

22 Q Did you help administer his medicine to him at any
23 time?

24 A Yes.

25 Q Did you do that every day?

1 A No.

2 Q When would you do that?

3 A After his surgeries.

4 Q What kind of surgery did he have?

5 A Back surgery.

6 Q Okay. Do you know about when that was?

7 A I don't remember dates.

8 Q So, are you saying you would help administer the
9 medicine, like, when he came home after the surgery in
10 the weeks after that while he was recovering?

11 A Yes.

12 Q Okay. Would you help him do other things during that
13 recovery?

14 A Yes.

15 Q What would you do to help?

16 A He -- he came -- after one of them, he came to stay at
17 my house. So feed -- like, I guess I did what an LPN
18 would do.

19 Q I think, correct me if I'm wrong, did you say he had
20 one back surgery or multiple back surgeries?

21 A I think he had two.

22 Q And did you help him during the recovery for both of
23 those?

24 A Yes.

25 Q And did he come to your home both times after those,

1 after each back surgery?

2 A I don't remember about the first one.

3 Q Where did he have that back surgery?

4 A At Duke hospital.

5 Q Were you at Duke when he had the surgery?

6 A What do you mean by, at Duke?

7 Q Well, were you at the hospital while the surgery was
8 going on, like, waiting?

9 A Yes.

10 Q Okay. And then was he hospitalized inpatient after the
11 surgery?

12 A Yes.

13 Q Were you there when he was hospitalized after the
14 surgery?

15 A Yes.

16 Q Did you stay in the hospital room with him?

17 A Yes.

18 Q And did you stay in the hospital room with him after
19 both surgeries?

20 A Yes.

21 Q And for how long was he in the hospital after the first
22 surgery?

23 A I -- I don't remember the exact days.

24 Q And do you remember how long he was in the hospital for
25 the second surgery?

1 A Again, I don't remember the exact days.

2 Q Do you have an estimate? Was it a night or two or was
3 it more like a week?

4 A I think of it as being maybe around five days, but I
5 don't know exactly.

6 Q Did he see someone for follow-up care about his back in
7 Greenwood or did he continue to go to Duke for follow-
8 up care?

9 A He went to Duke.

10 Q Would you accompany him on those appointments?

11 A Yes.

12 Q Do you recall what year either of these surgeries
13 occurred?

14 A No.

15 Q Did you accompany him to all of his follow-up care at
16 Duke?

17 A Yes.

18 Q So we've talked about you're going to the cardiologist
19 with him; you're assisting and going to appointments
20 with him at Duke. You've mentioned the -- that he had
21 an ear problem and you went to that doctor. Can you
22 think of any other medical appointments or doctors you
23 saw with him?

24 A Well, when he was hospitalized in Key West and in
25 Miami, I was with him then.

1 Q When was that?

2 A I don't remember.

3 Q So why was he hospitalized in -- did you say Key West
4 and Miami?

5 A Yes.

6 Q Okay. Why was he hospitalized there?

7 A Because he had AFib?

8 Q Were the two of you already in Key West or did he
9 travel there for some sort of surgical procedure?

10 A We were on a cruise.

11 Q Okay. Did he become ill on the cruise?

12 A Yes.

13 Q What were his symptoms he was having on the cruise that
14 led to his hospitalization?

15 A I -- I don't remember the specifics.

16 Q When he became ill, were you already on the boat?

17 A Yes.

18 Q And did you have to -- did the boat have to, basically,
19 turn around to go back so that he could get medical
20 care?

21 A No.

22 Q Okay. So was it docked when y'all -- when he had these
23 symptoms that required going to the hospital?

24 A No.

25 Q So how did he end up in Key West at a hospital?

1 A That was the first port of call.

2 Q Okay. So did he become sick on the way to the first
3 port of call?

4 A Yes.

5 Q And then, when you got to the first port of call, he
6 sought medical treatment?

7 A Yes.

8 Q Okay. Was he hospitalized?

9 A Yes.

10 Q Did he have to have any sort of surgery?

11 A They did -- they did heart catheterization.

12 Q Was that in Key West?

13 A No.

14 Q Okay. Where was that?

15 A In Miami.

16 Q So when did he go from Key West to Miami?

17 A I'm sorry. Say that again.

18 Q When did he go from Key West to Miami?

19 A Oh, I don't know the dates.

20 Q Okay. So what I'm asking, when he went to the hospital
21 in Key West, did they immediately send him to Miami or
22 did he stay there for a few days?

23 A He was there for a day or two.

24 Q Did someone there, medical personnel, recommend he ---

25 MR. NASROLLAHI: Can we specify, where's "there"?

1 MS. MERRILL: He was at Key West hospital?

2 THE WITNESS: Yes.

3 BY MS. MERRILL:

4 Q Okay. For a day or two?

5 A Uh-huh.

6 Q And then he went to a hospital in Miami?

7 A Yes.

8 Q Okay. Was that the recommendation of medical
9 personnel?

10 A Yes.

11 Q Okay. Do you recall why they wanted him to go to a
12 different hospital?

13 A They could not control his AFib.

14 Q When he got to the hospital in Miami, did he undergo
15 any surgical procedures?

16 A That's where the catheterization was done.

17 Q Okay. Was anybody else with him in the hospital in Key
18 West besides you, other than medical personnel? But, I
19 mean, was there any other family member or anything
20 like that?

21 A They came later.

22 Q Okay. Who is "they"?

23 A Karen and Kathy.

24 Q Okay. And those are Edward Petit's daughters?

25 A Yes.

1 Q Okay. Did they come to Miami or Key West?

2 A Miami.

3 Q How long was Edward Petit in the hospital in Miami?

4 A I'm not sure of the exact days, but about a week.

5 Q So, once y'all got off the ship at that first port of
6 call, I'm just trying to make sure I understand. He
7 went to the Key West hospital and then, within a day or
8 two, was in a hospital in Miami. Is that right?

9 A Yes.

10 Q Okay. So, basically, you had -- is it fair to say you
11 hadn't been on the trip very long when he became ill?

12 A Right.

13 Q Okay. So it was kind of the start of the cruise? Or
14 ---

15 A Yes.

16 Q Okay. After Kathy and Karen came to Miami, did you
17 stay in Miami?

18 A Yes.

19 Q When Edward Petit was discharged from the hospital in
20 Miami, where did you go?

21 A To Greenwood.

22 Q Okay. And how did you get there?

23 A We flew.

24 Q Who all flew from Miami to Greenwood?

25 A Karen, Dr. Petit, and myself.

1 Q Do you recall what airport you flew into?

2 A GSP.

3 Q And that would be Greenville-Spartanburg? Is that what
4 you mean?

5 A Yes.

6 Q Okay. Did Dr. Petit need additional help taking care
7 of himself after returning from Miami?

8 A I -- I can't remember exactly.

9 Q Do you recall if you had to help administer his
10 medicine or do things an LPN might do, as you said
11 earlier, as you did after his back surgeries?

12 A I just -- I don't remember.

13 Q Okay. Did he go back home or did he go to your home
14 when you came back from Miami?

15 A I think he went home after that.

16 Q Did you stay at his home?

17 A No.

18 Q While he was in Miami, was he in a regular hospital
19 room?

20 A Yes.

21 Q So was he ever in, like, an ICU or CCU while in Miami?

22 A Yes.

23 Q Which one? Do you know if it's ICU or CCU?

24 A I don't remember.

25 Q So we talked about the back surgeries, the ENT, the

1 cardiologist, and then this hospitalization in Miami.

2 Are you aware of any other medical problems he had?

3 A No.

4 Q And other than the two back surgeries and then this
5 heart procedure in Miami, are you aware of any other
6 surgical procedures he had?

7 A I don't remember any others.

8 Q And was there any other time that you helped take care
9 of him in the same way that you described earlier, like
10 an LPN may do?

11 A No.

12 (MARKED FOR IDENTIFICATION, PLAINTIFF'S EXHIBIT
13 NUMBER 5, FAX, ATTACHED.)

14 BY MS. MERRILL:

15 Q Ms. Krohn, I've handed you and counsel this, what we
16 are going to mark as Exhibit 5. The first page it
17 says, "Confidential Fax." If you'll go ahead and flip
18 through that and have a look at it and then I have a
19 few questions for you about it.

20 A (Reviewing.)

21 Q Have you had enough time to look at it?

22 A I guess.

23 Q Take all the time you need. I don't want to rush you.

24 A Yes.

25 Q What is this document?

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1 A Well, the last page says it's a power of attorney.

2 Q Okay.

3 A The last pages.

4 Q Okay. And looking at the second page of this document,
5 on the bottom, it says page three of eight. Is that
6 your handwriting?

7 A Yes.

8 Q And then, on the -- if you'll flip two pages. And the
9 one on the bottom that says page five of eight, is that
10 also your handwriting?

11 A Yes.

12 Q And the top here says, "USAA Power of Attorney," and
13 it's Edward L. Petit listed as the grantor and then
14 Phyllis J. Krohn listed as the name of attorney-in-
15 fact. Do you see that?

16 A Yes.

17 Q Okay. And then, if you'll flip over to the last page,
18 and at the bottom it says page eight of eight. Do you
19 agree with me it looks like this was signed on November
20 the 9th, 2010?

21 A Yes.

22 Q Do you recall filling out this document?

23 A I do not.

24 Q Do you know why there was a USAA power of attorney
25 filled out and signed on January 26, 2009, and that's

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1 Exhibit 3 in that stack, and then another one was done
2 November 9, 2010, which is Exhibit 5?

3 MR. NASROLLAHI: Object to form. Go ahead.

4 THE WITNESS: Would you repeat the question again?

5 BY MS. MERRILL:

6 Q Sure. What I'm trying to figure out is why two
7 different USAA power of attorneys were filled out and
8 signed, and wondered if you knew?

9 A I do not know.

10 Q Did you have electronic access to the -- to Edward
11 Petit's USAA financial information?

12 A Probably. It was set up, but I never used it.

13 Q Tell me about, did you set it up?

14 A I don't remember.

15 Q Then how do you know it was set up?

16 A Because when I was throwing away papers that had to do
17 with Dr. Petit, I saw that.

18 Q Saw what?

19 A My password.

20 Q And you say -- do you mean password for accessing his
21 USAA account online?

22 A Yes.

23 Q Okay. When did you throw those papers away?

24 A After he died.

25 Q When did he pass away?

1 A On -- I don't remember the exact date.

2 Q Do you know the month and year?

3 A March. I'm not sure how many years ago it was.

4 MS. PETIT: Could we stop for a moment, please.

5 MS. MERRILL: Sure.

6 (OFF THE RECORD)

7 MR. NASROLLAHI: Before we begin taking testimony
8 again but I'd like to be on the record. We took a
9 break so that the plaintiff could be excused. It is my
10 understanding that she spoke to the witness ---

11 MS. PETIT: I did.

12 MR. NASROLLAHI: --- in the hallway. I just want
13 to clarify what was said to the witness.

14 MS. PETIT: What was said?

15 MR. NASROLLAHI: Yes.

16 MS. PETIT: I said, "You can't remember when Daddy
17 died."

18 MR. NASROLLAHI: Right.

19 MS. PETIT: "Really." That's what I said.

20 MR. NASROLLAHI: Okay. Can we -- she's under
21 oath. Like, nobody can speak with her about her
22 testimony ---

23 MS. PETIT: I'm so sorry.

24 MR. NASROLLAHI: --- or the object of her
25 testimony. I just want to be clear about that.

1 MS. PETIT: Okay. I apologize and it will not
2 happen again.

3 MR. NASROLLAHI: All right. And when you're --
4 when you're being deposed and you're under oath,
5 nobody's going to talk to you without your attorney
6 being there.

7 MS. PETIT: I understand.

8 MR. NASROLLAHI: Okay. So, with that being said

9 ---

10 MS. PETIT: It was very emotional.

11 MR. NASROLLAHI: I understand that. I just ---

12 MS. PETIT: I apologize.

13 MR. NASROLLAHI: Whenever you're ready, Jane.

14 BY MS. MERRILL:

15 Q Okay. All right. So I have a couple more questions
16 about the Miami hospital stay. When Dr. Petit's
17 daughters got there, did both Kathy and Karen come?

18 A Yes.

19 Q Okay. Were they there in Miami? Well, let me ask it
20 this way, because I think you -- correct me if I'm
21 wrong. I believe you said you flew back with Karen and
22 Dr. Petit. Had Kathy already left?

23 A Yes.

24 Q Okay. But once Karen came, she stayed in Miami until
25 you and Dr. Petit came back to Greenwood. Is that

1 correct?

2 A Yes.

3 Q Okay. Was she -- was Karen at the hospital in Miami?

4 A Yes.

5 Q And was Kathy there?

6 A Yes.

7 Q Before -- do you recall when Kathy left Miami?

8 A Not exactly. A day or two, I think probably two days
9 before we left.

10 Q During your time in Miami, did you have any verbal
11 altercations or disagreements with either of Dr.
12 Petit's daughters?

13 A Yes.

14 Q Can you tell me about that.

15 A I had asked about a relative of theirs that was headed
16 to the -- to being a missionary, and asking why the
17 family didn't support him.

18 Q And did you ask this of Karen, or Kathy, or both?

19 A Karen.

20 Q Okay. All right. Keep going. I just wanted to
21 clarify who you were speaking with. So you asked about
22 this missionary, or you said it was a relative who was
23 going to be a missionary, and asked why. When you say
24 "they", who didn't support him?

25 A His -- part of his family, part of the young man who

1 was going to be a missionary.

2 Q Okay. What was the response?

3 A Well, Karen just became very defensive about that.

4 Q Do you recall what was said?

5 A No.

6 Q Was Dr. Petit supportive of this relative?

7 A Yes.

8 Q Did you have any other verbal disagreements with Karen
9 while y'all were in Miami at the hospital?

10 A Not that I remember.

11 Q Did you call Karen to let her know her father was in
12 the hospital in Florida?

13 A No.

14 Q How did she find out -- find out about it?

15 A I asked her father to call her.

16 Q Was he able to call?

17 A I guess I would kind of say barely.

18 Q Do you know if he called her?

19 A Yes.

20 Q He -- yes, he did call her?

21 A Yes.

22 Q Did he call her from Miami or Key West?

23 A I think we were still on the ship.

24 Q So, if he called her from the ship, did he know -- had
25 y'all decided at that point that he needed medical care

1 off the ship and you would be leaving the ship when you
2 could?

3 MR. NASROLLAHI: Object to form. Go ahead.

4 THE WITNESS: I -- I don't remember if we knew --
5 if we knew at that point.

6 BY MS. MERRILL:

7 Q Did you call Kathy and let her know that her dad was in
8 the hospital?

9 A I did not.

10 Q Do you know if anyone called Kathy?

11 A I think her father did, but I don't remember for sure.

12 Q Do you know if Dr. Petit called Karen, at any time,
13 from the hospital?

14 A I don't know.

15 Q Would he have been able, physically able, to call her
16 from the hospital?

17 A I guess, what I said before, barely.

18 Q While you were in the hospital with Dr. Petit in Miami,
19 did you stay overnight in the hospital with him every
20 night?

21 A I don't know about every night, but most nights.

22 Q Would there have been nights that either Karen or Kathy
23 stayed with him?

24 A I don't remember.

25 Q I think I asked this, but I just want to make sure -- I

1 just want to clarify and make sure that I did. So you
2 did not call Karen or Kathy at any time from either the
3 hospital in Key West or in Miami. Is that correct?

4 A I don't remember that I did.

5 Q When Dr. Petit was discharged from the hospital in
6 Miami, had he fully recovered?

7 A No.

8 Q How would you say he was doing at that time, when he
9 was discharged from the hospital in Miami?

10 A I guess, kind of medium.

11 Q Let me ask it this way. Would he have been able, at
12 that time, after he was discharged from Miami, to
13 return home and resume all normal activities that he
14 could already do at that point?

15 A Barely.

16 Q Prior to leaving on this trip, had Dr. Petit been
17 having any issues with his heart?

18 A There were issues, but I don't -- I don't think there
19 was AFib.

20 Q In your opinion, was he in good health when you left
21 for the cruise?

22 A Yes.

23 Q Was he on any sort of regular medication when you left
24 for the cruise?

25 A Well, I -- I guess he was supposed to be, but I don't

1 know that he was taking it.

2 Q Did you and he share a room or were you in different
3 rooms on that trip?

4 A You mean in the -- on the ship?

5 Q Yes.

6 A We shared.

7 Q Did you ever see him take his medicine?

8 A No.

9 Q Do you know if he brought it with him?

10 A No.

11 Q Did you ever ask him about whether he had taken his
12 medicine?

13 A No.

14 Q And at this point, you would have -- you knew about his
15 heart problems; is that correct? And, again, I'm
16 talking about right before you were leaving for the
17 cruise.

18 A I knew he was seeing a heart doctor.

19 Q Because you had been to some of those appointments with
20 him; is that right?

21 A Uh-huh.

22 Q Is that a yes?

23 A Yes.

24 Q Did you know he was taking medication or if he was
25 taking medication for his heart?

1 A No, I didn't know before.

2 Q Did he get any sort of medical treatment while on the
3 boat before you got to Key West?

4 A He went to the hospital part of the ship. I -- I don't
5 know about treatment.

6 Q Did you go with him to the hospital part of the ship?

7 A Yes.

8 Q But you don't know what they did for him there?

9 A No.

10 Q Do you know if they did anything for him, to help him
11 while he was on the ship?

12 A Well, they did something, but I don't -- I don't
13 remember what they did.

14 Q Was he in pain?

15 A No.

16 Q I guess what I was trying to figure out is what
17 symptoms was he having that caused him to go to the
18 hospital part of the ship? What were his complaints?

19 A He lost -- lost consciousness.

20 Q So he lost consciousness while he was on the boat?

21 A Yes.

22 Q Okay. Anything else?

23 A Not that I recall.

24 Q When he got to the hospital in Key West, was he able to
25 give his own medical history to the medical personnel

1 there?

2 A I don't remember.

3 Q Do you know if he was able to give his own medical
4 history when he was in the hospital in Miami?

5 A Well, I think that came with him with his release from
6 the Key West hospital.

7 Q Do you recall if you gave -- provided any information
8 about his medical history to the medical personnel at
9 either hospital?

10 A I don't remember.

11 Q At that time, did you know his medical history well
12 enough that you could have given that if you needed to?

13 A I knew some of it.

14 Q I understand you may not remember today, but at that
15 time, would you have been able to tell medical
16 personnel what medicines he regularly took?

17 A I don't know.

18 MS. MERRILL: Sorry. What number are we on? Six?
19 Thank you.

20 (MARKED FOR IDENTIFICATION, PLAINTIFF'S EXHIBIT
21 NUMBER 6, USAA INDIVIDUAL RETIREMENT ACCOUNT
22 DESIGNATION OF BENEFICIARY, ATTACHED.)

23 BY MS. MERRILL:

24 Q Ms. Krohn, I've just handed you and counsel Exhibit 6
25 to your deposition. I'll give you a minute to look

1 over this and then I'll have some questions for you
2 about this document. Just let me know when you've had
3 a chance to review it.

4 A (Reviewing.) Okay.

5 Q Okay. Do you recognize this document?

6 A Yes.

7 Q And what is it?

8 A It's a designation of the beneficiaries of his -- of
9 Dr. Petit's USAA retirement account.

10 Q Okay. And then, on the page one of two, is that your
11 handwriting on that first page?

12 A Yes.

13 Q And then, on page two of two, is that your handwriting?

14 A Yes.

15 Q What's the date that this document was signed?

16 A January 23, 2012.

17 Q Do you recall if this was before or after the cruise we
18 have just been talking about?

19 A I'm -- I'm not sure.

20 Q Okay. And can you flip to the third page of Exhibit 6?

21 A (Complying.)

22 Q Do you recognize this at all?

23 A Yes.

24 Q Okay. And what is it?

25 A I don't know. It's who his -- who the person was who

1 was representing USAA.

2 Q And do you mean -- which ---

3 A Eddie Kramer.

4 Q Okay. And this is like a -- it looks like a FedEx
5 label?

6 A Yes.

7 Q Okay. And Eddie Kramer's name is listed in the "Ship
8 To." Is that correct?

9 A Yes.

10 Q Okay. And then who is this from?

11 A Dr. Petit.

12 Q Okay. Did you help Dr. Petit FedEx this document to
13 USAA?

14 A I don't remember.

15 Q How do you know the name, Eddie Kramer?

16 A He was the person who came to meet with Dr. Petit about
17 his investments.

18 Q Did you attend that meeting?

19 A Yes.

20 Q Where did he come, to Dr. Petit's home?

21 A Yes.

22 Q Do you know when that was, approximately?

23 A I -- I don't remember.

24 Q What did they discuss from the meeting?

25 MR. NASROLLAHI: I'm going to object. Go ahead.

1 THE WITNESS: What his investments were, their
2 value, and that Dr. Petit wanted to change the
3 beneficiaries.

4 BY MS. MERRILL:

5 Q Okay. And then did Eddie Kramer assist him in changing
6 the beneficiary? Did you fill out the -- did he fill
7 out the form? I guess if you just said it was your
8 handwriting, did you fill out the form while Eddie
9 Kramer was there?

10 A I -- I don't remember.

11 Q Did you have Eddie Kramer's contact information after
12 that meeting?

13 A I -- I don't remember.

14 Q And during that meeting, who did Dr. Petit say he
15 wanted to change the beneficiaries to?

16 A To his two granddaughters.

17 Q Do you know when this form -- we're looking at Exhibit
18 6, still on the same page. Do you know when that form
19 was filled out?

20 A Well, what I know is the date that -- beside Dr.
21 Petit's signature.

22 Q Okay. And what's that date?

23 A 1/23/2012.

24 Q Do you know if that's the day he met with Eddie Kramer?

25 A No, that's not the date.

1 Q Okay. How do you know that?

2 A I remember it was in the fall of the previous year.

3 Q So, if Dr. Petit told Eddie Kramer from USAA during an
4 in-person meeting he wanted to change the beneficiary,
5 you're saying that he still didn't fill out the form
6 that day?

7 A I don't -- I don't think they did. No, well, I know
8 they didn't.

9 Q How do you know they didn't?

10 A Well, because of the date that's on here.

11 Q If he told -- did Mr. Kramer say there was a reason why
12 if he wanted to change his beneficiaries that he
13 couldn't do it that day that they were meeting in
14 person?

15 MR. NASROLLAHI: Objection. You can answer.

16 THE WITNESS: Repeat the question, please.

17 BY MS. MERRILL:

18 Q Do you know if there was a reason why, when they were
19 meeting in person, if Dr. Petit told Mr. Kramer that he
20 wanted to change his beneficiaries, they didn't do it
21 during that meeting?

22 A No, I don't know.

23 Q Did you go online and print out this -- on page three,
24 print out this FedEx label? Again, I'm looking at
25 Exhibit 6, I'm looking at the third page of that.

1 A I don't remember doing that.

2 Q Do you have any idea how this FedEx label was generated
3 or delivered to Dr. Petit?

4 A I -- I don't have any idea.

5 Q Do you recall if you took this document to FedEx to be
6 sent to USAA for Dr. Petit?

7 A I don't remember.

8 Q When you returned home from Miami, could Dr. Petit
9 drive? And I mean, like, I guess, immediately upon
10 returning and then the next week or so after he
11 returned home from Miami, was he able to drive? Was he
12 cleared?

13 A I -- I don't remember.

14 Q Who drove you home from the airport when you arrived at
15 GSP from Miami?

16 A Kathy Petit.

17 Q Did she come and pick you up?

18 A Yes.

19 Q Okay. Was Dr. Petit still driving before you left for
20 the cruise?

21 A Yes.

22 Q Do you recall if he drove again after you -- at any
23 point after you returned home from the cruise?

24 A I -- I think so, but I'm not 100 percent sure.

25 Q When you came back home from Miami, did Dr. Petit need

1 a little bit of help still, in his home?

2 A I -- I don't -- I don't know.

3 Q Were you still seeing Dr. Petit after you returned home
4 from Miami?

5 A Yes.

6 Q Did you see him regularly after you returned home from
7 Miami?

8 A Yes.

9 Q Would that contact be daily contact with him?

10 A Yes.

11 Q So you saw him every day after you returned home from
12 Miami?

13 A Yes.

14 Q Looking at Exhibit 6, the first page of that, you said
15 that is your handwriting; correct?

16 A Yes.

17 Q Do you recall where you were when you filled out this
18 form?

19 A No.

20 Q Do you recall -- let me ask you this. Did you see Dr.
21 Petit sign the form?

22 A I don't remember.

23 Q In December 2011 and January 2012, where did you
24 regularly bank?

25 A Well, it's called South State now. I don't know what

1 it was called then. It's gone through several name
2 changes.

3 Q Was it maybe Park Sterling?

4 A Uh-huh.

5 Q Is that a yes?

6 A Yes.

7 Q Did you have accounts anywhere else?

8 A Are you talking about ---

9 Q Bank accounts. I'm sorry.

10 A No.

11 Q Do you have a credit card?

12 A Yes.

13 Q Do you know who that was through or issued by?

14 A Capital One.

15 Q Did you have more than one credit card?

16 A Are you talking about now?

17 Q No, then. I guess, I had asked a question about
18 December -- let me make sure, December 2011 and January
19 2012.

20 A I don't remember when I applied for some of the other
21 credit cards. I have had American Express, and I have
22 some store credit cards.

23 Q Do you have any idea, looking at Exhibit 6, if you
24 filled out this form on the same day that Dr. Petit
25 signed it?

1 A I -- I don't remember.

2 Q Do you know how you had the information needed to fill
3 out the form, such as the addresses?

4 A Dr. Petit gave them to me.

5 Q Do you know when he gave that information to you?

6 A I don't remember.

7 Q How did he give that information to you?

8 A I'm not sure I remember.

9 Q So are you certain that Dr. Petit gave you the
10 information?

11 A Well, either he did or Kathy.

12 Q How would Kathy have given you the information?

13 A I -- I don't remember.

14 Q How often did you see Kathy?

15 A I don't know. Maybe once every two or three months.

16 Q In January of 2012, was Kathy living in Greenwood?

17 A I -- I think so.

18 Q Did you talk to Kathy on the phone?

19 A No.

20 Q How else did you communicate with Kathy? I guess, you
21 mentioned seeing her once every two or three months so
22 you would communicate in person. How else did you
23 communicate with her?

24 A Well, sometimes Dr. Petit would stop to see her.

25 Q So did you, like, go by her house?

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1 A Uh-huh.

2 Q Is that what you mean? So you would see her in person
3 then?

4 A Yes.

5 Q Okay. How did you communicate with her when it wasn't
6 in person?

7 A I -- I don't remember.

8 Q Let's go off the record just one moment.

9 (OFF THE RECORD)

10 BY MS. MERRILL:

11 Q Do you know who -- you mentioned earlier that, during
12 this meeting with Eddie Kramer, I believe the name was
13 was, Dr. Petit told him he wanted to change the
14 beneficiaries. Do you know who were the beneficiaries
15 of that policy before it was changed?

16 A His two daughters.

17 (MARKED FOR IDENTIFICATION, PLAINTIFF'S EXHIBIT 7,
18 MARKED, USAA INDIVIDUAL RETIREMENT ACCOUNT DESIGNATION
19 OF BENEFICIARY, ATTACHED.)

20 BY MS. MERRILL:

21 Q Ms. Krohn, I've given you what has been marked as
22 Exhibit 7. I've given copies to counsel as well. If
23 you'll look over that and just let me know when you
24 have had a chance to review it.

25 A (Reviewing.)

1 Q Have you had enough time to look at it?

2 A Yes.

3 Q Okay. Would you agree with me that this appears to be
4 an individual retirement account designation of
5 beneficiary signed by Edward Petit on January 15, 2007?

6 A Yes.

7 Q And on the first page of that document, it lists Karen
8 Petit and Kathy Elise Petit Trust as the beneficiaries
9 on that form. Is that correct?

10 A Yes.

11 Q And is anyone listed as secondary beneficiary?

12 A No.

13 Q Did you fill out this form?

14 A No.

15 Q After Dr. Petit's death, how -- you mentioned earlier
16 that after his death you were throwing away some paper.
17 Was that from his house or your home?

18 A I was throwing away the papers at my home.

19 Q So what kind of paperwork did you keep at your house
20 related to Dr. Petit?

21 A Some of the power -- the power of attorney is one that
22 I remember, but ---

23 Q Which power of attorney did you keep at your house?

24 A I'm -- I don't remember.

25 Q Just so we're clear, I'm aware of what we've marked as

1 Exhibit 1, which is the Wachovia power of attorney,
2 Exhibit 2, which is the health care power of attorney,
3 Exhibit 3, which is the USAA power of attorney executed
4 in 2009, and Exhibit 5, which is the USAA power of
5 attorney that was executed in 2010. Are there any
6 other power of attorney forms that you're aware of that
7 designated you as the agent or attorney-in-fact for Dr.
8 Petit?

9 A No.

10 Q Did you have copies of all of those forms at your
11 house? And when I say all of those, I'm talking about
12 the four exhibits I just specifically listed.

13 A Well, probably, but they were in an envelope and I
14 didn't check.

15 Q How do you know they were in an envelope?

16 A Excuse me?

17 Q How did you know they were in an envelope?

18 A Well, because I saw it.

19 Q Did you throw that away after his death?

20 A Yes.

21 Q Anything -- any other paperwork that you had? Was
22 there any other paperwork that you had related to Dr.
23 Petit at your home?

24 A Not that I remember.

25 Q Do you recall where the information was written for you

1 to access the USAA account online?

2 A Probably in my password book.

3 Q Do you still use a password book?

4 A No.

5 Q Do you still have that password book that you just
6 referenced?

7 A Maybe.

8 Q Could you look for that and, if you have it, get it to
9 your attorney?

10 A Yes, I can.

11 Q Could we take about a five-minute break?

12 MR. NASROLLAHI: Sure.

13 MS. MERRILL: Are we good with that?

14 (OFF THE RECORD)

15 BY MS. MERRILL:

16 Q Okay. We're going to go back on the record after
17 taking a lunch break. I want to follow up with a
18 couple of questions involving Dr. Petit's medical care.
19 Did you take him to the doctor, to the VA in Augusta?

20 A Yes.

21 Q What kind of doctor did he see there?

22 A A family practice doctor and a doctor for hearing aids.

23 Q And you would accompany him to those appointments?

24 A Yes.

25 Q Okay. And then when he lost consciousness on the boat

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1 that led to the hospitalization in Key West and then in
2 Miami, where were y'all on the boat when that happened?

3 A We were in our room.

4 Q Was it night, day?

5 A Night.

6 Q When he lost consciousness, was he standing up or ---

7 A No, he was lying down.

8 Q Okay. Was he already feeling bad?

9 A No.

10 Q Okay. Did Dr. Petit's daughter, Kathy, have health
11 problems?

12 A Yes.

13 Q What were her health problems?

14 A She was manic-depressive.

15 Q Are you aware of any others?

16 A She -- I think she had maybe thyroid problems.

17 Q Were there times that Dr. Petit couldn't get in touch
18 with Kathy, so you would go with him over to her house
19 to check on her?

20 A Yes.

21 Q Was Kathy capable of taking care of herself
22 financially?

23 A No.

24 Q Who helped take care of her financially; do you know?

25 A Her father and government assistance.

1 Q Were you aware of a trust that was set up for Kathy's
2 benefit?

3 A No.

4 Q What kind of relationship did you have with Kathy?

5 A A slight friendship.

6 Q Were there any times that you and she did not get
7 along?

8 A Not that I recall.

9 Q Did you know Kathy's daughters?

10 A Yes.

11 Q Had you met them before?

12 A Yes.

13 Q Did you interact with them often?

14 A No.

15 (MARKED FOR IDENTIFICATION, PLAINTIFF'S EXHIBIT
16 NUMBER 8, DURABLE GENERAL POWER OF ATTORNEY, ATTACHED.)

17 BY MS. MERRILL:

18 Q Okay. I'll pass you and counsel Exhibit 8. I'll give
19 you a minute to look over that and then I'll ask you
20 some questions about it.

21 A (Reviewing.)

22 Q Have you had enough time to look over it?

23 A Yes.

24 Q Have you seen this document before?

25 A No.

1 Q Okay. Were you aware that Dr. Petit signed a durable
2 general power of attorney in February of 2012?

3 A I don't remember.

4 Q Was there any time that you were told by anyone that
5 you -- the power of attorneys that he had signed
6 related to --- that appointed you were no longer valid?

7 A No.

8 Q No one ever told you that?

9 A No.

10 Q Okay. Let's see. Tell me about when you and Dr. Petit
11 were companions, I guess for lack of a better word,
12 where did Karen live?

13 A In Columbia.

14 Q And how often did you see Karen?

15 A I don't know. Every two or three months.

16 Q Did you have Karen's phone number if you needed to get
17 in touch with her?

18 A Yes.

19 Q And you've mentioned the two of you had a verbal
20 disagreement in Miami about a cousin on a missionary
21 trip, I believe you said. Was there any other
22 instances where you and Karen had any disagreements?

23 A I'm not sure about the word "disagreements", but I
24 guess the answer is yes.

25 Q Okay. What were those about?

1 A Well, she was upset that I could sign checks for Dr.
2 Petit.

3 Q Okay. When did she tell you that?

4 A After a meal at my house.

5 Q Okay. What happened?

6 A Well, the short version is she attacked me, verbally.

7 Q How so?

8 A I don't remember the words that were said.

9 Q But you remember the incident?

10 A Yes.

11 Q And was her only issue with you, discussing that you
12 could sign checks for him or did you discuss anything
13 else this night after a meal at your house?

14 A I don't remember.

15 Q Did resolve anything that night or...

16 A No.

17 Q Any other time that you disagreed with Karen or had a
18 verbal disagreement?

19 A I don't remember any.

20 Q Did you have any conversations with Karen, at any point
21 after her father's death in 2015, to the present?

22 A A few.

23 Q Where? Or I guess, tell me about those conversations.

24 A One time she invited me to lunch to commemorate her
25 father's death, told me all about her trip that she had

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1 taken to Europe. And another time I was at the farmers
2 market and she told me about the legal situation that
3 she was in with her father's money, and she was very
4 upset with me.

5 Q What do you mean by legal situation that she was in
6 with her father's money?

7 A Well, the fact that the power of attorney did not allow
8 her to have access to the USAA funds.

9 Q And you said the power of attorney didn't allow her to
10 have...

11 A Yes.

12 Q Okay. How did you respond to Karen that day at the
13 farmers market?

14 A That I was sorry for the situation she was in.

15 Q Did you tell her anything else?

16 A I don't remember.

17 Q Why don't you remember?

18 A Excuse me?

19 Q I said, why don't you remember?

20 A Well, part of it was a very emotional situation and she
21 was doing this when I was with my friends in a public
22 place. And, so, I guess my emotions got the best of me
23 then.

24 Q What do you mean, your emotions got the best of you?

25 A Well, I guess I felt threatened and was embarrassed

1 that she was doing this in front of my friends.

2 Q Who were you with? What friends were you with?

3 A Susan Lawson, Betsy Russ. I don't remember whether the
4 other friend that's in that group was with me that day
5 or not.

6 Q Who would that be?

7 A Linda Halsey.

8 Q So were you upset from that conversation?

9 A Yes.

10 Q And you -- and you said you told her you were sorry
11 about the situation she was in. Do you recall what
12 else you told her that day?

13 A I think I might've said I wish that I had never been
14 involved with all of this.

15 Q And what you mean? What part do you wish you would
16 have never been involved with?

17 A To be his power of attorney.

18 Q Did y'all discuss anything else?

19 A I don't remember.

20 Q Where did you go after that conversation?

21 A To my car.

22 Q Had you ridden there -- ridden to the farmers market
23 with your friends or were you driving by yourself?

24 A I had gone there with my friends.

25 Q Who was driving?

1 A Me.

2 Q Is it fair to say that conversation at the farmers
3 market was a heated conversation?

4 A Yes.

5 Q Who began the conversation?

6 A I don't remember.

7 Q Did you receive any communications from USAA about Dr.
8 Petit's accounts via e-mail?

9 A I don't remember that I did.

10 (MARKED FOR IDENTIFICATION, PLAINTIFF'S EXHIBIT
11 NUMBER 9, USAA FAX, ATTACHED.)

12 BY MS. MERRILL:

13 Q I've handed you Exhibit 9 and given copies to counsel.
14 If you'll look at the second page of that four-page
15 document, about halfway through, do you see where it
16 says primary e-mail address?

17 A I guess I'm not finding it. Oh, yeah. Okay.

18 Q Okay. And what e-mail address is there? Is that your
19 e-mail address?

20 A Yes.

21 Q And that's the pkrohn62@embarqmail.com?

22 A Yes.

23 Q And the account holder is Edward Petit?

24 A Yes.

25 Q Okay. And it lists his address at 1408 Parkway, Unit

1 305?

2 A Yes.

3 Q Okay. Was there a time after Dr. Petit was -- had
4 moved out of his home and was in an assisted living
5 facility -- let me back up and ask you, during that
6 time did you still -- after he moved out of his home
7 and was in an assisted living facility, did you still
8 spend time with Dr. Petit?

9 A Yes.

10 Q How often?

11 A I tried to see him almost every day.

12 Q Was there a time in 2013 that you went there and told
13 Dr. Petit -- went to where he was living and told Dr.
14 Petit about his accountant, Henry Dorn, being indicted?

15 A I don't know when I did this, but probably I did talk
16 to him about that.

17 Q Do you recall, like, reading him a newspaper article
18 about it?

19 A I don't remember how I told him.

20 Q How did you know Henry Dorn was his accountant?

21 A Because I had helped him get his tax things together.

22 Q And were you aware that Henry Dorn was appointed his
23 agent in that power of attorney?

24 A No.

25 (MARKED FOR IDENTIFICATION, PLAINTIFF'S EXHIBIT

25 Q Okay.

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1 MS. MERRILL: So, since Kathy has passed away, we
2 don't have access to her account. And, so, I'm just
3 kind of putting this on the record, too, to respond to
4 this. This is what I believe was forwarded to Karen
5 from Kathy. So we can't necessarily access it either,
6 but if you can look -- I don't know if she would still
7 have it, but ---

8 MR. NASROLLAHI: Yeah, we'll look.

9 MS. MERRILL: You know, if she wants to look, we
10 can do that.

11 MS. PETIT: I will go back and look at my files
12 too.

13 BY MS. MERRILL:

14 Q Okay. So I was just -- do you recall sending this e-
15 mail to Kathy?

16 A No.

17 Q Okay. And do you see at the bottom it addresses Henry
18 Dorn? It says, "Your dad does not live in a vacuum so
19 he would have found out about Henry Dorn anyway." Do
20 you recall getting an e-mail from Kathy that you
21 responded to?

22 A No.

23 Q Okay. Can we go off the record for a minute?

24 (OFF THE RECORD)

25 BY MS. MERRILL:

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1 Q All right. When you and Karen had a disagreement at
2 your house about your writing checks from her father's
3 account, who else was there?

4 MR. NASROLLAHI: I object to the form of that
5 question. Go ahead.

6 THE WITNESS: Kathy, her sister, and her daughter,
7 her youngest daughter.

8 BY MS. MERRILL:

9 Q Caroline?

10 A Yes.

11 Q And when y'all had this heated discussion at the
12 farmers market, were your friends right beside you when
13 y'all were having this discussion?

14 A Yes, the first -- the first part of the discussion.

15 Q What about the second part?

16 A I can't remember.

17 Q And why do you call it two different parts of the
18 discussion?

19 A Well, because Karen came back to talk to me again.

20 Q Where did the first conversation occur?

21 A At the farmers market.

22 Q And where did the second conversation occur?

23 A At the farmers market.

24 Q In the same exact spot?

25 A Well, about ---

1 Q Did it occur in, I guess, the exact same place, these
2 two different conversations you're referencing at the
3 farmers market?

4 A Well, the farmers market is, you know, a longer
5 building. I don't remember that it was in the exact
6 same place.

7 Q What did you do to prepare for your deposition today?

8 A I talked with Josh.

9 Q And don't tell me anything that the two of you
10 discussed because that's confidential, but did you do
11 anything else? Did you review any documents or
12 anything like that?

13 A No.

14 Q Okay. You will have the opportunity to look at this
15 transcript and, you know, correct any errors, but as
16 you sit here today, is there anything else, or anything
17 that we've talked about that you either misspoke or you
18 want to clarify or correct?

19 A No.

20 Q And is there anything you want to add to your testimony
21 today?

22 A No.

23 Q Okay.

24 MS. MERRILL: Thank you. I appreciate your time.

25 EXAMINATION

1 BY MR. BROWN:

2 Q Ms. Van Swol, my name is William Brown. Hopefully I
3 will try to be as quick as I can in this. But do you
4 now, or have you ever had an account with USAA Federal
5 Savings Bank?

6 A No.

7 Q Do you now, or have you ever had an account with USAA
8 Investment Management Company?

9 A No.

10 Q You mentioned that you were present in a meeting with a
11 representative of USAA who came to speak with Dr.
12 Petit. Have you had communications with any
13 representative of USAA Federal Savings Bank, other than
14 that meeting?

15 A There was one time.

16 Q Okay. What was that?

17 A He was asking about whether I was still the power of
18 attorney.

19 Q And who -- who was asking this?

20 A I don't know. I didn't keep track of it.

21 Q Was at the same gentleman who came to meet with Mr.
22 Petit?

23 A I -- I don't believe it was.

24 Q And was this meeting in person or was it on the
25 telephone?

1 A Telephone.

2 Q And did you initiate that call or did they initiate
3 that call?

4 A They did.

5 Q And were you at Dr. Petit's home at that time?

6 A No.

7 Q You were at your house?

8 A Uh-huh.

9 Q Okay. And do you recall when that occurred,
10 approximately?

11 A No.

12 Q And when asked if you were still the holder of the
13 power of attorney, what did you tell them?

14 A That I couldn't serve in that capacity anymore.

15 Q If you could, look at Exhibit 5 that's in the stack in
16 front of you, please. And turn to the last page, which
17 has, at the bottom, USAA 23 in the right-hand corner.
18 Do you see that?

19 It appears that the notary who executed this
20 document is Kevin Dempsey. Do you know who Kevin
21 Dempsey is?

22 A No.

23 Q Do you recall where this document was executed?

24 A I don't.

25 Q Are you familiar with Dr. Petit's signature?

1 A Somewhat.

2 Q At the top of the page there's a signature which
3 purports to be his signature. Does that appear to be
4 his signature to you?

5 A I think it is.

6 Q Do you have any reason to believe that he did not sign
7 this document?

8 A No.

9 Q But you can't recall one way or the other whether you
10 were present when he, in fact, signed it?

11 A I don't recall.

12 Q Pursuant to the power of attorney, which we've been
13 talking about that's Exhibit 5, do you recall signing
14 or executing any documents to USAA pursuant to that
15 power?

16 A No.

17 Q All right. Do you think you did not sign any
18 documents?

19 A I think I did not sign.

20 Q Okay. Correct me if I'm wrong, I think you testified
21 that, for a period of years, you would see Dr. Petit,
22 essentially, daily?

23 A Yes.

24 Q And as I understand it, there is an order from the
25 probate court in May of 2013, which declared him

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1 incapacitated. In the years that you were seeing him
2 daily, prior to that, do you recall anyone, being a
3 doctor, a judge, anyone, telling you that Dr. Petit was
4 incapacitated?

5 A I remember when he was hospitalized in Miami that he
6 was told that his mind was slowing.

7 Q Okay.

8 A That's all.

9 Q All right. Did any doctor specifically diagnose him as
10 being incapable of taking care of himself at that time?

11 A No.

12 Q And did any court declare him, at that time, of being
13 incapable of handling his own affairs?

14 A Not at that time.

15 Q I think you were shown Exhibit 8. It's the power of
16 attorney to Mr. Dorn. And I think you said you didn't
17 recall seeing this before?

18 A No.

19 Q But if you look at the date on it, the date on it, if
20 you look at that, back two pages, it says February 27th
21 of 2012. Do you see that? It's on the back page on
22 the left-hand column.

23 A Oh, yes, I do see that.

24 Q February 27, 2012. That would have been after y'all
25 returned from Miami, wouldn't it?

1 A I just -- I don't remember the dates of -- of that
2 cruise.

3 MR. BROWN: I think that's all I have.

4 MR. NASROLLAHI: I don't have any questions.

5 MS. MERRILL: I have one or two follow-ups after
6 his.

7 FURTHER EXAMINATION

8 BY MS. MERRILL:

9 Q You just said that USAA, I guess, called you to see if
10 you were still serving as a POA and you said you
11 couldn't serve in that capacity anymore. Why did you
12 tell them that?

13 A I -- I -- I'm thinking it was after he was declared by
14 the court to be incompetent, but I'm not sure.

15 Q If it wasn't after that and that wasn't the reason, do
16 you know what any other reason might be?

17 A I guess I don't know without thinking about it a while.

18 Q When you all flew back from Miami, had the doctor told
19 Dr. Petit that he could no longer drive?

20 A Not that I remember.

21 Q And was he taking pain medication when you returned
22 from Miami?

23 A Most likely.

24 Q Okay.

25 MS. MERRILL: That's all I have. Thank you.

1 MR. NASROLLAHI: Okay. You're good to go.
2 (WHEREUPON, THE DEPOSITION CONCLUDED AT 2:52 P.M.)
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CERTIFICATE

This is to certify that the foregoing deposition of PHYLLIS KROHN VAN SWOL, consisting of 79 pages, is a true and correct transcript of the testimony given by said deponent after first being duly sworn; said deposition was reported by method of Stenomask with digital backup. This transcript may contain quoted material; said material is transcribed as read or quoted by the speaker.

I further certify that I am neither employed by nor related to any of the parties in this matter nor their counsel; nor do I have any interest, financial or otherwise, in the outcome of the same.

IN WITNESS WHEREOF I have hereunto set my hand and seal this 17th day of March, 2019.

Jill Bishop Edwards, CVR-CM
Certified Verbatim Reporter

Notary in and for the State of South Carolina
My Commission Expires: July 14, 2020

JANE H. MERRILL, ESQUIRE
HAWTHORNE MERRILL LAW, LLC
410 MAIN STREET
GREENWOOD, SOUTH CAROLINA 29646

RE: KAREN PETIT V. PHYLLIS JEAN KROHN, ET AL.

Dear Ms. Merrill,

Enclosed you will find both the original and copy of the deposition of PHYLLIS KROHN VAN SWOL, taken TUESDAY, THE 26TH DAY OF FEBRUARY, 2019, in the above-referenced action.

As you may recall, the deponent requested to read and sign his/her deposition. Therefore, by copy of this letter, I am forwarding a copy of the transcript to the deponent's counsel, along with the original signature page, errata sheet and instructions for reading and signing.

Upon completion of the signature page and errata sheet, the original of these pages will be sealed under separate cover and forwarded to you with a copy to all counsel. If the said pages are not completed within the thirty-day period or when required in court, the original deposition shall be considered complete with this letter in lieu of the signature page.

It was a pleasure working with you. If we can be of assistance to you in the future, please give us a call.

Very truly yours,

Jill Bishop Edwards, CVR-CM
BISHOP REPORTING SERVICES, LLC

Enclosures

cc: JOSHUA NASROLLAHI, ESQUIRE
WILLIAM BROWN, ESQUIRE
PHYLLIS KROHN VAN SWOL
Original Deposition
Copy of Deposition



SIGNATURE PAGE

Karen Petit v. Phyllis Jean Krohn, USAA Federal Savings Bank and
USAA Investment Management Co.
(C.A. No. 2017-CP-24-01343)
Deposition of Phyllis Krohn Van Swol
Taken Tuesday, February 26, 2019

I do hereby certify that I have read the foregoing
deposition given by me before Jill Bishop Edwards, CVR-
CM, Notary Public for South Carolina, Greenville County,
South Carolina.

PLEASE CIRCLE EITHER "A" OR "B".

- (A) Said deposition is correct as is and
requires no changes.
- (B) I desire that the changes attached hereto,
described on the "Errata Sheet" be
incorporated into said deposition.

PHYLLIS KROHN VAN SWOL

SWORN BEFORE ME THIS _____ DAY OF _____, 20__

NOTARY PUBLIC FOR S.C.
MY COMMISSION EXPIRES:

BISHOP
REPORTING SERVICES, LLC
WWW.BISHOPREPORTING.COM 864-640-1634

**ERRATA SHEET
FOR THE DEPOSITION
OF PHYLLIS KROHN VAN SWOL
(TAKEN TUESDAY, THE 26TH DAY OF FEBRUARY, 2019)**

PAGE	LINE	CHANGE AND REASON FOR CHANGE:

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WACHOVIA BANK, NATIONAL ASSOCIATION
DURABLE POWER OF ATTORNEY

WARNING TO PERSON EXECUTING THIS DOCUMENT: This is an important legal document. It creates a power of attorney that provides the person you designate as your attorney-in-fact with the broad powers it sets forth.

- You have the right to terminate this power of attorney.
- If there is anything about this form that you do not understand, you should ask a lawyer to explain it to you.
- These powers of attorney shall continue even if you later become disabled or incapacitated.

This Durable Power of Attorney is for:

Account Title: Edward L. Petit

Org.: —

Account Number(s) [REDACTED]

Safe Deposit Box Number: 102

As used herein, the words "I", "Me", "My", "Myself" and "Mine" refer to the account holder (hereinafter "PRINCIPAL") who signs this Durable Power of Attorney.

Complete This Section in Pennsylvania Only

Notice

The purpose of this Power of Attorney is to give the person you designate (your "AGENT") broad powers to handle your property, which may include powers to sell or otherwise dispose of any real or personal property without advance notice to you or approval by you.

This Power of Attorney does not impose a duty on your AGENT to exercise granted powers, but when powers are exercised, your AGENT must use due care to act for your benefit and in accordance with this Power of Attorney.

Your AGENT may exercise the powers given here throughout your lifetime, even after you become incapacitated, unless you expressly limit the duration of these powers or you revoke these powers or a court acting on your behalf terminates your AGENT'S authority.

Your AGENT must keep your funds separate from your AGENT'S funds.

A court can take away the powers of your AGENT if it finds your AGENT is not acting properly.

The powers and duties of an AGENT under a Power of Attorney are explained more fully in 20 PA. C.S. CH. 56.

If there is anything about this form that you do not understand, you should ask a lawyer of your own choosing to explain it to you.

I have read or had explained to me this notice and I understand its contents.

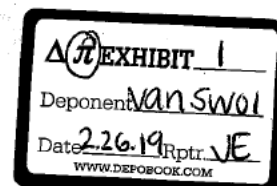
Principal

Date

I, the undersigned, have made, constituted and appointed and by these presents do make, constitute and appoint: Phyllis Jean Krohn my true and lawful attorney in fact (hereinafter "AGENT") for me from time to time and in my name, place and stead:

NJ Only: "To conduct banking transactions as set forth in Section 2 of P.L. 1991 (C.46:2B-8 et seq.)"

1. To make, draw, sign, endorse, deposit, accept, and deliver checks, drafts and other instruments for the payment of money on the above identified account;
2. To acknowledge the correctness of any statement on the above identified account;



3. To accept and receive notices and demands and sign receipts for canceled checks and vouchers on the above identified account, and generally to do all acts and things with reference to the above identified account with Wachovia Bank, National Association (hereinafter "BANK");
4. To open, deposit in, operate, withdraw from and close deposit accounts of all types.
5. To borrow money and to obtain credit for me from BANK on such terms as may seem to said AGENT advisable, and to make and deliver notes, drafts, acceptances, agreements, and any other obligations of mine in form satisfactory to BANK, and as security therefore to pledge any property of mine.
6. In addition to the above powers, by signing my name on the line appearing after this 6th power, my AGENT shall also have the power to access the safe deposit box indicated above and to act for and in my stead and as fully and completely as if I was present and acting myself with regard to said box, to take and remove from or add to the contents of said box and to have full and absolute control over the same, and I hereby direct BANK to allow my AGENT to enter said box whenever he/she requests that privilege and presents a key and signs his/her name on BANK records using the signature affixed hereto.
Signed: Edward J. Pettit (Principal's Signature)
7. In addition to the above powers, my agent shall also have the power to give written instruction to Bank with regard to all matters relating to my IRA Account as indicated above, including authorization to withdraw funds, but not the power to change or designate the beneficiary on my IRA Account.

Granting unto my said AGENT full power and authority to do and perform all acts and things whatsoever in connection with the foregoing authority as fully and for all intents and purposes as I could do if personally present.

I also, hereby, authorize and direct BANK to receive, accept, pay and/or apply, without any duty of inquiry, without limit as to amount, and without regard to the application or the proceeds, any check, draft, or other instrument for the payment of money drawn by my said attorney on or payable from the above identified account including but not limited to those indorsed to the order of said AGENT or otherwise for the personal credit or account of or in payment of the individual obligation of my said AGENT to BANK or others.

I hereby ratify and confirm all previous acts of my said AGENT with the same force and effect as if said acts had been done after the delivery of this Durable Power of Attorney. In consideration of BANK acting in reliance hereon, I agree for myself and my legal representative to indemnify Bank and save it harmless from all expenses, losses or damages (including attorneys' fees at trial and on appeal) that it may sustain by relying upon the apparent authority of this Durable Power of Attorney after its termination by operation of law or otherwise, but before written notice and satisfactory proof of such termination is received by BANK and such of its departments, branches and correspondents as may be concerned. I also agree that any action taken by my AGENT purporting to be pursuant to this Durable Power of Attorney shall be binding upon myself, my estate and my personal representatives and heirs, so long as such action is taken before bank receives written revocation of this Durable Power of Attorney, written notice and satisfactory proof of my death, the pendency of a court proceeding to determine my competency or court appointment of a guardian of my person or property.

THIS DURABLE POWER OF ATTORNEY SHALL NOT BE AFFECTED BY MY DISABILITY EXCEPT AS PROVIDED BY STATUTE.

The following is a genuine specimen of the handwriting and form of signature to be used by the AGENT appointed hereby, if present; otherwise it may be found on the Affidavit and Indemnity Agreement:

Phyllis Jean Brehm
Signature of AGENT

Edward L. Petit (Seal)
Signature of PRINCIPAL

Signature of PRINCIPAL (Seal)

California, Florida and
South Carolina (two witnesses)

Cynthia A. Burrell (Seal)
Witness

Marie G. Marshall (Seal)
Witness

Jan 26, 2009
Date

Pennsylvania Only

Acknowledgement Executed By Agent

I, _____, have read the attached Power of Attorney and am the person identified as the AGENT for the principal. I hereby acknowledge that in the absence of a specific provision to the contrary in the Power of Attorney or in 20 PA. C.S. when I act as AGENT:

I shall exercise the powers for the benefit of the principal.

I shall keep the assets of the principal separate from my assets.

I shall exercise reasonable caution and prudence.

I shall keep a full and accurate record of all actions, receipts and disbursements on behalf of the principal.

AGENT

Date

COMMONWEALTH OR STATE OF SC

Greenwood

COUNTY/CITY

I, Marie G. Marshall, a notary public for said County and State or Commonwealth,
do hereby certify that Edward L. Petit (Customer's Name) personally appeared
before me this day and acknowledged the due execution of the foregoing Agreement.

Witness my hand and official seal, this 26th day of Jan, 2009.

(SEAL)

Marie G. Marshall
NOTARY PUBLIC

My commission expires March 28, 2011.

HEALTH CARE POWER OF ATTORNEY
(South Carolina Statutory Form, Code of Laws Section 62-5-504)

1. DESIGNATION OF HEALTH CARE AGENT

I, Edward L. Petit, hereby appoint
(Principal)
Phyllis Jean Krohn
(Agent)
526 Colonial Dr, Greenwood, SC 29649
(Address)

Home Telephone: 864-388-9948 Cell Work Telephone: 864-941-7705 as
my agent to make health care decisions for me as authorized in this document.

2. EFFECTIVE DATE AND DURABILITY

By this document I intend to create a durable power of attorney effective upon, and only during, any period of mental incompetence.

3. HIPAA AUTHORIZATION

When considering or making health care decisions for me, all individually identifiable health information and medical records shall be released without restriction to my health care agent(s) and/or my alternate health care agent(s) named above including, but not limited to, (i) diagnostic, treatment, other health care, and related insurance and financial records and information associated with any past, present, or future physical or mental health condition including, but not limited to, diagnosis or treatment of HIV/AIDS, sexually transmitted disease(s), mental illness, and/or drug or alcohol abuse and (ii) any written opinion relating to my health that such health care agent(s) and/or alternate health care agent(s) may have requested. Without limiting the generality of the foregoing, this release authority applies to all health information and medical records governed by the Health Insurance Portability and Accountability Act of 1996 (HIPAA), 42 USC 1320d and 45 CFR 160-164; is effective whether or not I am mentally competent; has no expiration date; and shall terminate only in the event that I revoke the authority in writing and deliver it to my health care provider.

4. AGENT'S POWER

I grant to my agent full authority to make decisions for me regarding my health care. In exercising this authority, my agent shall follow my desires as stated in this document or otherwise expressed by me or known to my agent. In making any decision, my agent shall attempt to discuss the proposed decision with me to determine my desires if I am able to communicate in any way. If my agent cannot determine the choice I would want made, then my agent shall make a choice for me based upon what my agent believes to be in my best interests. My agent's authority to interpret my desire is intended to be as broad as possible, except for any limitations I may state below.

Accordingly, unless specifically limited by Section E, below, my agent is authorized as follows:

- A. To consent, refuse, or withdraw consent to any and all types of medical care, treatment, surgical procedures, diagnostic procedures, medication and the use of mechanical or other procedures that affect any bodily function, including, but not limited to, artificial respiration, nutritional support and hydration, and cardiopulmonary resuscitation;
- B. To authorize, or refuse to authorize, any medication or procedure intended to relieve pain, even though such use may lead to physical damage, addiction, or hasten the moment of, but not intentionally cause, my death;
- C. To authorize my admission to or discharge, even against medical advice, from any hospital, nursing care facility, or similar facility or service;
- D. To take any other action necessary to making, documenting, and assuring implementation of decisions concerning my health care, including, but not limited to, granting any waiver or release from liability required by any hospital, physician, nursing care provider, or other health care provider; signing any documents relating to refusals of treatment or the leaving of a facility against medical advice, and pursuing any legal action in my name, and at the expense of my estate to force compliance with my wishes as determined by my agent, or to seek actual or punitive damages for the failure to comply.

Petit 018

EXHIBIT 2
Deponent <u>Van Swol</u>
Date <u>2.26.19</u> Rptr. <u>JE</u>

- E. The powers granted above do not include the following powers or are subject to the following rules or limitations: _____

N/A

5. ORGAN DONATION (INITIAL ONLY ONE)

My agent may initial ✓; may not _____ consent to the donation of all or any of my tissue organs for purposes of transplantation.

6. EFFECT ON DECLARATION OF A DESIRE FOR A NATURAL DEATH (LIVING WILL)

I understand that if I have a valid Declaration of a Desire for a Natural Death, the instructions contained in the Declaration will be given effect in any situation to which they are applicable. My agent will have authority to make decisions concerning my health care only in situations to which the Declaration does not apply.

7. STATEMENT OF DESIRES AND SPECIAL PROVISIONS

With respect to any Life-Sustaining Treatment, I direct the following: (INITIAL ONLY ONE OF THE FOLLOWING 4 PARAGRAPHS).

(1) _____ GRANT OF DISCRETION TO AGENT. I do not want my life to be prolonged nor do I want life-sustaining treatment to be provided or continued if my agent believes the burdens of the treatment outweigh the expected benefits. I want my agent to consider the relief of suffering, my personal beliefs, the expense involved, and the quality as well as the possible extension of my life in making decisions concerning life-sustaining treatment.

OR

(2) Ed M DIRECTIVE TO WITHHOLD OR WITHDRAW TREATMENT. I do not want my life to be prolonged and I do not want life-sustaining treatment:

- a. if I have a condition that is incurable or irreversible and, without the administration of life-sustaining procedures, expected to result in death within a relatively short period of time; or
- b. if I am in a state of permanent unconsciousness.

OR

(3) _____ DIRECTIVE FOR MAXIMUM TREATMENT. I want my life to be prolonged to the greatest extent possible, within the standards of accepted medical practice, without regard to my condition, the chances I have for recovery, or the cost of the procedures.

OR

(4) _____ DIRECTIVE IN MY OWN WORDS: _____

8. STATEMENT OF DESIRES REGARDING TUBE FEEDING

With respect to Nutrition and Hydration provided by means of a nasogastric tube or tube into the stomach, intestines, or veins, I wish to make clear that: (INITIAL ONLY ONE)

Ed M I do not want to receive these forms of artificial nutrition and hydration, and they may be withheld or withdrawn under the conditions given above.

OR

_____ I do want to receive these forms of artificial nutrition and hydration.

IF YOU DO NOT INITIAL EITHER OF THE ABOVE STATEMENTS, YOUR AGENT WILL NOT HAVE AUTHORITY TO DIRECT THAT NUTRITION AND HYDRATION NECESSARY FOR COMFORT CARE OR ALLEVIATION OF PAIN BE WITHDRAWN.

Healthcare Power of Attorney

9. SUCCESSORS

If an agent named by me dies, becomes legally disabled, resigns, refuses to act, becomes unavailable, or if an agent who is my spouse is divorced or separated from me, I name the following as successors to my agent, each to act alone and successively, in the order named.

A. First Alternate Agent: Karen Petit

Address: 20 Sims Alley, Columbia, SC 29205

Telephone: 803-477-1971

B. Second Alternate Agent: Kathy Elise Petit

Address: 1010 Grace St, Apt 16C, Greenwood, SC 29649

(PO Box 50402)

Telephone: 864-377-3591

10. ADMINISTRATIVE PROVISIONS

a. I revoke any prior Healthcare Power of Attorney and any provisions relating to healthcare of any other prior power of attorney.

b. This power of attorney is intended to be valid in any jurisdiction in which it is presented.

11. UNAVAILABILITY OF AGENT

If at any relevant time the Agent or Successor Agents named herein are unable or unwilling to make decisions concerning my healthcare, and those decisions are to be made by a guardian, by the Probate Court, or by a surrogate pursuant to the Adult Healthcare Consent Act, it is my intention that the guardian, Probate Court, or surrogate make those decisions in accordance with my directions as stated in this document.

BY SIGNING HERE I INDICATE THAT I UNDERSTAND THE CONTENTS OF THIS DOCUMENT AND THE EFFECT OF THIS GRANT OF POWERS TO MY AGENT.

I sign my name to this Healthcare Power of Attorney on this 26 day of

January, 2009.

My current home address is: 104 Highland Dr, Greenwood SC 29649

SS #: [REDACTED]

Signature: Edward L. Petit

Print Name: Edward L. Petit

WITNESS STATEMENT

I declare, on the basis of information and belief, that the person who signed or acknowledged this document (the principal) is personally known to me, that he/she signed or acknowledged this Healthcare Power of Attorney in my presence, and that he/she appears to be of sound mind and under no duress, fraud or undue influence.

I am not related to the principal by blood, marriage or adoption, either as a spouse, a lineal ancestor, descendant of the parents of the principal, or spouse of any of them. I am not directly financially responsible for the principal's medical care. I am not entitled to any portion of the principal's estate upon his/her decease, whether under any will or as an heir by intestate succession, nor am I the beneficiary of an insurance policy on the principal's life, nor do I have a claim against the principal's estate as of this time. I am not the principal's attending physician, nor an employee of the attending physicians. No more than one witness is an employee of a health facility in which the principal is a patient. I am not appointed as Healthcare Agent or Successor Healthcare Agent by this document.

Witness Number 1:

Signature: Cynthia A. Butler Date: 01-26-09
Print Name: Cynthia A. Butler Telephone: 725-4704
Residence Address: 1325 Spring Street
Greenwood, SC 29646

Witness Number 2:

Signature: Marie G. Marshall Date: 1-26-09
Print Name: Marie G. Marshall Telephone: 725-4111
Residence Address: 1325 Spring St
Greenwood, S.C. 29646

Subscribed before me by Edward L. Petit, the principal, and subscribed and
sworn to before me Cynthia A Butler
the witness(es), this 26th day of Jan, 2009.

Marie G. Marshall
Signature of Notary Public

Notary Public for Greenwood

My commission expires: March 28, 2011
(SEAL)

* If qualified as a witness, the Notary Public may serve as a witness.



USAA Power of Attorney Instructions

Important Information. Please read.

General. This USAA POWER OF ATTORNEY is intended to be used by you, a USAA member, to permit another person to conduct most transactions on personal USAA accounts that you, as Grantor, could conduct yourself. For example, you may want your agent (or "attorney-in-fact") to have access to your bank accounts, control over a life insurance policy you own or to take care of your auto and property transactions on your behalf. It provides your attorney-in-fact access to all of your lines of business with USAA and allows USAA and its affiliated companies to treat the signature of your attorney-in-fact as though it were your signature. For this reason, it is important that you designate a trusted family member or friend as your attorney-in-fact under this document. The use of this form is limited to USAA business only and would not be considered a general power of attorney. The USAA POWER OF ATTORNEY form will be accepted by all USAA companies for most business transactions with USAA companies.

Other Powers of Attorneys. If you have a military power of attorney (acceptable to USAA in most cases) or a power of attorney already on file at USAA, you may want to review it with your attorney to be sure it covers your business needs and is still in effect.

Cautionary Note: Carefully read any power of attorney form before you sign it. Be sure to consult your attorney regarding its purpose and the legal rights that are affected by the grant of such power to another person. Your particular circumstances may indicate the need for granting either broader or more restrictive rights than are provided for in this form. This USAA POWER OF ATTORNEY is durable and is therefore valid and effective if you subsequently become disabled or incompetent. In the event of your death, this USAA POWER OF ATTORNEY will terminate.

SOME LIMITATIONS ON THE USE OF THIS FORM INCLUDE:

Checkwriting Privileges. If checkwriting privileges are needed on accounts with USAA Federal Savings Bank and on mutual fund accounts with USAA Investment Management Company ("IMCO"), separate signature cards will be sent to the person to whom you have granted limited powers to your account(s).

Authority over Other Accounts. For business accounts, trust accounts, estate accounts, guardianship or conservatorship accounts, UGMA or UTMA accounts or similar accounts, other documents and applicable laws may limit your ability to grant this authority to another person. In such instances you should consult with an attorney as to the scope of your ability to grant such authority.

Electronic Services Agreement. IMCO's Information Provider Agreements require Electronic Services Agreements to be signed by the member to obtain access to accounts on usaa.com – agents (such as the Attorney-in-Fact) are not authorized to sign such Electronic Services Agreement for the member.

Stock transfers. Stock transfer agents for brokerage or mutual fund accounts may require a separate designation for your representative to execute a stock power before allowing him or her to trade.

Instructions to Complete the Form below:

If you decide to use this USAA POWER OF ATTORNEY form, please complete the following:

1. All applicable blanks in the form must be filled in.
2. Your signature must be acknowledged before either a notary public or a person authorized under 10 USC § 1044a to perform a notarial act for members of the armed services.
3. If you do not include a termination date, it will be presumed to be in effect until either your death or a written revocation is received by USAA.
4. You have the option of appointing an alternate attorney-in-fact to represent you in case your first appointee dies or is unwilling to serve.

If you have any questions on how to complete this form, please contact your attorney or military legal office.

For priority processing, it is important that you return the completed USAA POWER OF ATTORNEY form by faxing the printed form to 1-800-531-8877 or sending it to USAA, Power of Attorney Processing, 9800 Fredericksburg Rd., San Antonio, Texas 78288.

Petit 022

Δπ	EXHIBIT 3
Deponent	van Swol
Date	2.26.19 Rptr. JE
WWW.DEPOBOOK.COM	

USAA POWER OF ATTORNEY

USAA Member Number 273-39-01

Social Security Number [REDACTED]

I, Edward L. Petit ("GRANTOR"), a legal resident of Greenwood [City], SC [State], and presently stationed or residing at 104 Highland Dr [Address] desiring to execute this USAA POWER OF ATTORNEY, do hereby appoint Phyllis Jean Krohn whose address is 526 Colonial Dr., Greenwood, SC and social security number is [REDACTED] as my Attorney-in-Fact. If my Attorney-in-Fact is no longer able or is unwilling to serve as my legal representative, then I appoint Karen Petit whose address is 20 Sims Alley, Columbia, SC 29205 and social security number is [REDACTED] to serve as my Attorney-in-Fact instead of the first named person. My Attorney(s)-in-Fact is/are United States citizen(s). I intend for my Attorney-in-Fact to act for me and in my name, to do all acts whatsoever concerning my property, accounts, policies and business relationships maintained, issued, managed, administered or held by United Services Automobile Association, or any of its subsidiaries or affiliates (collectively "USAA") necessary and advisable in the judgment of my said Attorney-in-Fact and as permitted by law, as fully as I could do if personally present and acting, including but not limited to:

1. INVESTMENT TRANSACTIONS

- (a) Brokerage Accounts: to buy, sell and trade in stocks, bonds, options and any other securities or contracts relating to the same on margin or otherwise; except that my attorney-in-fact does not have authority to request that securities, cash and/or property be sent to me at my address or to another broker dealer or financial institution on my account and my attorney-in-fact is not authorized to withdraw such securities, cash and/or property in his own name as attorney-in-fact or for his own benefit.
- (b) USAA Mutual Fund Accounts: to purchase, trade, exchange and redeem shares of USAA mutual funds.
- (c) Generally: to execute and deliver good and sufficient instruments for the accomplishment thereof; to act as my attorney or proxy with respect to any stocks, shares, bonds, mutual funds or other investments, rights or interest as I may now or hereafter hold.
- (d) Limitations: My attorney does not have the authority to make himself or herself or others the co-owner or beneficiary of such investment accounts; does not have the authority to change ownership of such investment accounts; does not have a power of appointment over such investment accounts; and does not have the authority to make a gift of the securities held in such investment accounts to himself or herself or to others.

2. BANKING TRANSACTIONS

- (a) To deposit or withdraw for any purpose, in or from any bank or other financial institution, any funds, checks, or other credits which I now or hereafter may have on deposit or be entitled to, and to endorse, cash and receive the proceeds of any and all checks, vouchers, or other orders for money, to open or close accounts, and to receive statements, vouchers, notices or other documents from any bank or other financial institution concerning any and all accounts or banking transactions in my name or in which I may have an interest;
- (b) To have access for all purposes to any or all safety deposit boxes or vaults rented in my name or in the names of any other person or persons and myself, with full power to use the same for safekeeping any property or papers, and to remove therefrom any time, or from time to time, all or any part of the contents of any such box or vault; and/or
- (c) To borrow money on my behalf and pledge as security real or personal property of mine necessary to borrow, pay, renew, or extend the time of payment of a debt of mine.

3. INSURANCE TRANSACTIONS

- (a) To pay the premiums on, terminate any property or casualty policies or execute rights on an annuity or any contract of insurance presently owned by me or hereafter acquired;
- (b) Subject to underwriting requirements, to procure different or additional annuities or contracts of insurance on my life or with respect to protecting me or my property from ill health, disability, accident, liability or loss;
- (c) To exercise any election or conversion rights, and to demand, receive or obtain any money, dividend, or other thing of value to which I am or to which I may become entitled as the proceeds or other return or profit arising out of any contract of insurance or of any one or more of the insurance transactions herein enumerated;
- (d) To establish or change policy and billing addresses, although my Attorney-in-Fact does not receive the power to change ownership or make a gift of the annuity or contract of insurance;

Petit 023

- (e) To receive all notices normally provided to the owner or named insured of any contract;
- (f) To apply for, receive delivery, or amend any property and casualty insurance contract;
- (g) To execute documents accepting or rejecting insurance coverages;
- (h) To do all things necessary to the settlement of a claim, including but not limited to, the execution of releases, or execution of any documents necessary to transfer my interest in vehicles insured by USAA to effect loan payoff and salvage titling in the event that USAA determines that any such vehicle is a total loss or total theft; and/or
- (i) To vote or designate a proxy to vote in matters placed before the members of USAA.

GENERAL PROVISIONS

- (a) All business transacted pursuant to this USAA POWER OF ATTORNEY for me or for my account shall be transacted in my name, and all endorsements and instruments executed by my Attorney-in-Fact for the purpose of carrying out any of the foregoing powers, shall contain my name, followed by that of my Attorney-in-Fact and the designation, "Attorney-in-Fact." Additionally, I authorize my Attorney-in-Fact to use my member number, password and personal identification number ("PIN") to register and/or access the usaa.com website and perform transactions thereon on my behalf.
- (b) I hereby ratify and confirm lawful acts done and caused to be done by my said Attorney-in-Fact pursuant to this USAA POWER OF ATTORNEY.
- (c) This USAA POWER OF ATTORNEY is durable and is not affected by my subsequent disability or incapacity.
- (d) If the authority contained herein shall be revoked, or terminated by operation of law, without notice, I hereby agree for myself, my executors, administrators, heirs and assigns, in consideration of my Attorney's willingness to act pursuant to this USAA POWER OF ATTORNEY, to save and hold my Attorney-in-Fact harmless from any loss suffered or any liability incurred by my Attorney-in-Fact in so acting after such revocation or termination without notice. Also, I will not hold USAA responsible for following the instructions of my Attorney-in-Fact. Revocation of this USAA POWER OF ATTORNEY is not effective until USAA receives actual notice of the revocation.
- (e) Notwithstanding my insertion of a specific expiration date herein, if on the specified expiration date below I shall be, or have been, carried in a military status of "missing", "missing-in-action" or "prisoner of war," then this USAA POWER OF ATTORNEY shall automatically remain valid and in full effect until sixty (60) days after I have returned to United States military control following termination of such status.

TERMINATION

Unless sooner revoked or terminated by me by written notice addressed to USAA, 9800 Fredericksburg Rd., San Antonio, Texas 78288, this USAA POWER OF ATTORNEY shall become:

NULL and VOID from and after _____, 20____. [No date indicates the document remains effective until written revocation is received by USAA]. Upon termination or revocation, I agree to change and/or re-establish my PIN for access to the usaa.com website. USAA reserves the right, in its sole discretion, to discontinue honoring this USAA POWER OF ATTORNEY if you orally revoke it.

IN WITNESS WHEREOF, I have set my hand this 1-26- day of _____, 2009

Edward R. Petit
GRANTOR SIGNATURE

TO BE VALID, YOU (THE PERSON GRANTING THESE POWERS OR BEING DEPLOYED) MUST SIGN THIS FORM AS GRANTOR IN THE PRESENCE OF EITHER A NOTARY PUBLIC OR A PERSON AUTHORIZED BY 10 USC 1044A TO PERFORM A NOTARIAL ACT FOR MEMBERS OF THE ARMED FORCES.

CIVILIAN ACKNOWLEDGMENT

STATE OF SC (COUNTY) (CITY) (PARISH) GREENWOOD

I, Marie G. Marshall A Notary Public in and for the
(County) (City) (Parish) and State aforesaid,

do hereby certify that on the 26th day of Jan, 2007, before me personally
appeared Edward L. Ruff (GRANTOR) who signed
and executed the foregoing instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this day and year above.

Marie G. Marshall March 28, 2011
NOTARY PUBLIC My Commission Expires

MILITARY ACKNOWLEDGMENT

IF ACKNOWLEDGED BEFORE A PERSON AUTHORIZED TO PERFORM NOTARIAL ACTS FOR MEMBERS OF
THE ARMED FORCES by 10 USC 1044a:

With the United States Armed Forces at: _____

I, _____ the undersigned do hereby certify that on this
_____ day of _____, 20____, before me, personally appeared _____
(GRANTOR), who signed and executed the foregoing instrument. I do further certify that I am at the date of this certificate
authorized under 10 USC 1044a to perform notarial acts for members of the armed forces, and that by statute no seal is
required on this certificate.

(ORGANIZATION AND STATION)

SIGNATURE OF PERSON
AUTHORIZED TO PERFORM NOTARIAL ACTS

(NAME, GRADE, ARMED FORCE)



We know what it means to serve.

USAA

INSURANCE • FINANCIAL • INVESTMENTS • MEMBER SERVICES

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Petit 025

Karen Petit <scauthor@gmail.com>

12/6/11

manninglawfirm

Here is the email regarding Dad's difficulty keeping up with calendar items -- It's part of an email planning his birthday.

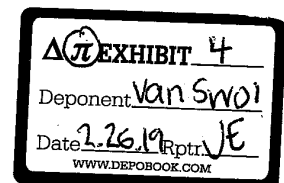
On Wed, Nov 30, 2011 at 7:03 AM, Glen Krohn <pkrohn62@embargmail.com> wrote:

:Good morning

The time that will work the best for everyone is late in the afternoon on Saturday. Around 4:00 we will gather at my house for cake and ice cream. I think the plan is that he will then take us to the fireman's Christmas party although the details of that seem to escape him. It seems to be increasingly difficult for him to keep up with any kind of calendar details.

Blessings Phyllis

Petit 145



Dorn Dempsey & Associates, PA

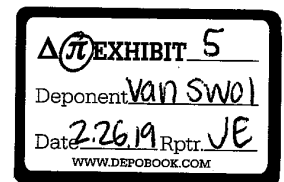
confidential
fax

To: United Services Automobile Association
Fax Number: +1 (800) 531-8877

From: Sunny Sears
Fax Number: 864-227-0862
Business Phone: 864-227-6620
Home Phone:

Pages: 7
Date/Time: 11/9/2010 11:29:46 AM
Subject:

From: Edward Petit



Identification Form for You and Your Attorney-in-Fact

IMPORTANT INFORMATION. Federal law requires us to obtain, verify, and record the name, address, date of birth, and other information of you and your attorney-in-fact that will allow us to identify you or your attorney-in-fact when opening an account in certain other circumstances.

Your (Grantor) Information

Your Name: Edward L Petit
 First MI Last
 [REDACTED] [REDACTED] [REDACTED]
 USAA Number Social Security Number Date of Birth (mm/dd/yy)

Your Attorney-in-Fact Information

Name: Phyllis J Krohn
 First MI Last
N/A [REDACTED] [REDACTED]
 USAA Number (if applicable) Social Security Number Date of Birth (mm/dd/yy)

friend 864-388-9948
 Relationship to member (e.g. parent, spouse, child or friend) Telephone Number
536 Colonial Dr. Greenwood SC 29649
 Physical Address (P.O. Box cannot be accepted) City State Zip Code

Same
 Mailing Address (if different) City State Zip Code

retired N/A
 Employer's Name Occupation/Type of Business

N/A
 Employer's Address City State Zip Code

Is your attorney-in-fact a senior political figure or family member or associate of a senior foreign political figure? ☐ Yes ☒ No

Is your attorney-in-fact a U.S. Citizen? ☒ Yes ☐ No

If no, please specify country of citizenship N/A AND provide one or more of the following valid numbers:

U.S. Alien Identification Card number N/A Passport Number Issued by Country of Citizenship

Resident Status: ☐ Resident Alien ☐ Non-resident Alien

Successor Attorney-in-Fact Information (if applicable)

N/A
Name: First MI Last

USAA Number (if applicable) Social Security Number Date of Birth (mm/dd/yy)

Relationship to member (e.g., parent, spouse, child or friend) Telephone Number

Physical Address (P.O. Box cannot be accepted) City State Zip Code

Mailing Address (if different) City State Zip Code

Employer's Name Occupation/Type of Business

Employer's Address City State Zip Code

Is your attorney-in-fact a senior political figure or family member or associate of a senior foreign political figure? ☐ Yes ☐ No

Is your attorney-in-fact a U.S. Citizen? ☐ Yes ☐ No

If no, please specify country of citizenship _____ AND provide one or more of the following valid numbers:

U.S. Alien Identification Card number Passport Number Issued by Country of Citizenship

Resident Status: ☐ Resident Alien ☐ Non-resident Alien

USAA POWER OF ATTORNEY

I, Edward L. Petit ("Grantor"), presently stationed or residing
at 104 Highland Dr., Greenwood, SC 29649 (Address)

desiring to execute this USAA POWER OF ATTORNEY, do hereby appoint Phyllis J. Krohn
(Name of Attorney-in-Fact),

whose address is 536 Colonial Dr., Greenwood, SC 29649

as my Attorney-in-Fact. If my Attorney-in-Fact is no longer able to or is unwilling to serve as my
legal representative, then I appoint N/A

(Name of Successor Attorney-in-Fact), whose address is N/A

to serve as my Successor
Attorney-in-Fact instead of the first named person, I intend for my Attorney-in-Fact to act for me and in
my name, to do all acts whatsoever concerning my property, accounts, policies and business relationships
maintained, issued, managed, administered or held by United Services Automobile Association, or any of its
subsidiaries or affiliates (collectively "USAA") necessary and advisable in the judgment of my
Attorney-in-Fact and as permitted by law, as fully as I could do if personally present and acting, including
but not limited to (CHECK BOX THAT APPLIES):

☒ **ALL THE POWERS LISTED BELOW.** Alternatively, you may check specific authorized powers for
the designated USAA lines of business. Otherwise, by checking this box, ALL powers listed below
apply and you need not check every box. However, if no box is checked, you agree that ALL
powers listed below will apply.

☐ INVESTMENT TRANSACTIONS

- (a) The agent, who is assigned POA, must complete a USAA Brokerage Services Option Account Application and/or USAA Brokerage Services Margin Application, as applicable, and must be approved for options and/or margin trading, before USAA Power of Attorney is granted on the margin/option account.
- (b) To inquire, buy, sell (including short sales), exchange, convert and trade in stocks, bonds, mutual funds, including USAA mutual funds, ETFs, options and any other securities or contracts relating to the same on margin, if the account is approved to trade options, or otherwise; for or at the risk of my account(s);
- (c) To inquire and provide instructions, reviews and set the investment objective for the management of my discretionary account(s);
- (d) To execute and deliver good and sufficient instruments for the accomplishment of the above authority; to act as my attorney or proxy with respect to any stocks, shares, bonds, mutual funds or other investments, rights or interest as I may now or hereafter hold;
- (e) To receive periodic account statements, confirms, proxies, prospectuses and other account disclosure documents; and
- (f) To withdraw by check, order, or other means any cash, securities, or property from my account(s), regardless of the tax consequences of such a distribution. Such distribution may be made to me or to any third party, including my Attorney-in-Fact.

☐ **BANKING TRANSACTIONS**

- (a) To deposit or withdraw for any purpose, in or from any bank or other financial institution, any funds, checks, or other credits which I now or hereafter may have on deposit or be entitled to, and to endorse, cash and receive the proceeds of any and all checks, vouchers, or other orders for money, to open or close accounts, and to receive statements, vouchers, notices or other documents from any bank or other financial institution concerning any and all accounts or banking transactions in my name or in which I may have an interest;
- (b) To have access for all purposes to any or all safety deposit boxes or vaults rented in my name or in the names of any other person or persons and myself, with full power to use the same for safekeeping any property or papers, and to remove therefrom any time, or from time to time, all or any part of the contents of any such box or vault;
- (c) To borrow money at an interest rate agreeable to my Attorney-in-Fact and pledge as security real or personal property of the principal necessary to borrow, pay, renew, or extend the time of payment of any of my debts;
- (d) To receive bank statements, vouchers, notices, or similar documents from a financial institution and act with respect to them; and
- (e) To continue, modify, or terminate an account or other banking arrangement made by me or on my behalf, including but not limited to changing automatic payment plan instructions for any loan payment or deposits.

☐ **INSURANCE TRANSACTIONS**

- (a) To pay the premiums, terminate any property or casualty policies or execute rights on an annuity or any contract of insurance presently owned by me or hereafter acquired;
- (b) To procure (subject to underwriting requirements) different or additional annuities or contracts of insurance on my life or with respect to protecting me or my property from ill health, disability, accident, liability or loss;
- (c) To exercise any election or conversion rights, and to demand, receive or obtain any money, dividend, or other thing of value to which I am or may become entitled as the proceeds or other return or profit arising out of any contract of insurance or of any one or more of the insurance transactions herein enumerated;
- (d) To establish or change policy and billing addresses, although my Attorney-in-Fact does not receive the power to change ownership or make a gift of the annuity or contract of insurance;
- (e) To establish or change beneficiary designations applicable to any life insurance policy or annuity contract that I own;
- (f) To receive all notices normally provided to the owner or named insured of any contract;
- (g) To apply for, receive delivery of, or amend any property and casualty insurance contract;
- (h) To execute documents accepting or rejecting insurance coverages;
- (i) To do all things necessary to the settlement of a claim, including but not limited to, the execution of releases, receipt of insurance proceeds, authorization of repairs to insured property, or execution of any documents necessary to transfer my interest in vehicles insured by USAA to effect loan payoff and salvage titling in the event that USAA determines that any such vehicle is a total loss or total theft;
- (j) To vote or designate a proxy to vote in matters placed before the members of USAA; and
- (k) To execute subscriber agreements containing limited powers of attorney to effectuate the procurement of insurance policies to be provided by United Services Automobile Association.

GENERAL PROVISIONS APPLICABLE TO ALL SECTIONS

- (a) All business transacted pursuant to this USAA POWER OF ATTORNEY for me or for my account shall be transacted in my name, and all endorsements and instruments executed by my Attorney-in-Fact for the purpose of carrying out any of the foregoing powers, shall contain my name, followed by that of my Attorney-in-Fact and the designation, "Attorney-in-Fact." Additionally, I authorize my Attorney-in-Fact to use my online/user identification, password and personal identification number ("PIN") to register and/or access the usaa.com website, mobile.usaa.com or other USAA channels of communication and perform transactions thereon my behalf. This includes, without limitation, the authority to sign up for (or suspend or cancel) electronic delivery of information, statements, confirmations, prospectuses, proxies, reports, bills, notices, disclosures, agreement forms, correspondence or other documents related to my USAA accounts and products, as well as electronic web bill pay.
- (b) I hereby ratify and confirm any and all instructions, transactions, trades, dealings, or other lawful acts done or caused to be done by my Attorney-in-Fact pursuant to this USAA POWER OF ATTORNEY.
- (c) This USAA POWER OF ATTORNEY is durable and is not affected by my subsequent disability or incapacity.
- (d) If the authority contained herein shall be revoked, or terminated by operation of law, without notice, I hereby agree for myself, my executors, administrators, heirs and assigns, in consideration of my Attorney-in-Fact's willingness to act pursuant to this USAA POWER OF ATTORNEY, to indemnify, save and hold my Attorney-in-Fact harmless from any loss suffered or any liability incurred by my Attorney-in-Fact in so acting after such revocation or termination without notice. Also, I hereby agree for myself, my executors, administrators, heirs and assigns, in consideration of USAA following the instructions or directions of my Attorney-in-Fact to indemnify USAA, its officers, directors, trustees, employees, agents, successors, heirs and assigns and hold each of them harmless from any and all liability, losses, claims and costs, including attorney's fees, which may arise out of, in connection with, or related to any and all instructions, directions, transactions, trades, dealings, or other acts done or caused to be done by my Attorney-in-Fact (or USAA's justified refusal to follow such instructions). Revocation of this USAA POWER OF ATTORNEY is not effective until USAA receives notice of the revocation as specified in this document.
- (e) Notwithstanding my insertion of a specific expiration date herein, if on the specified expiration date below I shall be, or have been, carried in a military status of "missing", "missing-in-action" or "prisoner of war", then this USAA POWER OF ATTORNEY shall automatically remain valid and in full effect until sixty (60) days after I have returned to United States military control following termination of such status.

TERMINATION

Expiration Date (Optional): _____. (No date indicates the document remains effective until written or oral revocation is received by USAA). Unless sooner revoked or terminated by me by written notice addressed to USAA, 9800 Fredericksburg Rd., San Antonio, Texas 78288, or by oral notice to a USAA member service representative, this USAA POWER OF ATTORNEY shall become NULL and VOID from and after the Expiration Date. Upon termination or revocation, I agree to change and/or re-establish my password and PIN for access to the usaa.com website, mobile.usaa.com and any other communication channel with USAA.

IN WITNESS WHEREOF, I have set my hand this 9 day of Nov, 2010.
Edward L. Petit
Grantor's Signature

TO BE VALID, YOU (THE PERSON GRANTING THESE POWERS) MUST SIGN THIS FORM AS GRANTOR IN THE PRESENCE OF EITHER (1) A NOTARY PUBLIC OR (2) A PERSON AUTHORIZED BY 10 USC §1044a TO PERFORM A NOTARIAL ACT FOR MEMBERS OF THE ARMED FORCES. FILL OUT ONLY ONE SECTION BELOW.

(1) CIVILIAN ACKNOWLEDGMENT

South Carolina, Greenwood County
State Of (County/City/Parish)

I, Kevin S. Dempsey, A Notary Public in and for the State aforesaid, do hereby certify that on the 9 day of November, 2010, before me personally

appeared Edward L. Petit (GRANTOR), who signed

and executed the foregoing USAA POWER OF ATTORNEY. IN WITNESS WHEREOF, I have hereunto set my hand and official seal this day and year above.

Kevin S. Dempsey
Notary Public

8/8/2011
My Commission Expires

OR

(2) MILITARY ACKNOWLEDGMENT

IF ACKNOWLEDGED BEFORE A PERSON AUTHORIZED TO PERFORM NOTARIAL ACTS FOR MEMBERS OF THE ARMED FORCES by 10 USC §1044a:

With the United States Armed Forces at:

I, _____, the undersigned do hereby certify that on this _____ day of _____, 20____, before me, personally appeared

_____ (GRANTOR), who signed and executed the foregoing USAA POWER OF ATTORNEY. I do further certify that I am at the date of this certificate authorized under 10 USC §1044a to perform notarial acts for members of the armed forces, and that by statute no seal is required on this certificate.

(ORGANIZATION AND STATION)

Signature of Person Authorized To Perform Notarial Acts
(Name, Grade, Armed Force)

THE ATTORNEY-IN-FACT, BY ACCEPTING OR ACTING UNDER THE APPOINTMENT, ASSUMES THE FIDUCIARY AND OTHER LEGAL RESPONSIBILITIES OF AN AGENT.



10750 McDermott Freeway
San Antonio, Texas 78288

Individual Retirement Account Designation of Beneficiary

What you need to do:

- Print in black ink.
- Complete all required sections.
- Sign the document where indicated.
- Return this document to USAA Federal Savings Bank.

1. Participant Information

Edward L. Petit
Participant's Name

[REDACTED]
USAA Number

2. Beneficiary Information

A. Primary Beneficiary

I hereby revoke any Beneficiary Designation previously made with respect to this Plan. I hereby direct that in the event of my death any balance of my Individual Retirement Account(s) be paid as indicated below. In the event of my death, pay benefits to the following or the survivors thereof:

Leaman Elise Mosby
Name

407 Masters Dr. Anderson SC 29626
Address City State ZIP Code

[REDACTED] [REDACTED] grand daughter
Birth Date Social Security Number Relationship

Caroline Frances Mosby
Name

6598 Breezewood Blvd Myrtle Beach SC 29588
Address City State ZIP Code

[REDACTED] [REDACTED] grand daughter
Birth Date Social Security Number Relationship

Section 2 continued on next page.

USAA Federal Savings Bank ■ (800) 531-2265 ■ Fax (800) 531-5717 ■ usaa.com



USAA 01252012.17:07.

2. Beneficiary Information

B. Secondary Beneficiary

If none of said beneficiaries survives me, pay benefits to the following or the survivors thereof:

Karen Petit

Name

20 Sims Alley

Address

Columbia

City

SC

State

29205

ZIP Code

Birth Date

Social Security Number

daughter

Relationship

Kathy Elise Petit

Name

230 E. Cambridge Apt 307 Greenwood SC

Address

City

State

29646

ZIP Code

Birth Date

Social Security Number

daughter

Relationship

3. Agreement with USAA Federal Savings Bank

I understand this Change of Designation of Beneficiary will be effective on the date of receipt by the Custodian and that upon any change of beneficiary, the right of all previously designated beneficiaries to receive benefits under this Plan shall cease.

I retain the right to revoke this designation of beneficiary and to designate a new beneficiary at any time by communicating to the Custodian in writing.

Edward F. Petit

Participant's Signature

1/23/2012

Date

4. Delivery Instructions

Fax to: (800) 531-5717

Attn: IRA Sales & Service - Unit 94589

Mail to: USAA Federal Savings Bank

IRA Sales & Service - Unit 94589

10750 McDermott Freeway

San Antonio, Texas 78288-0544

USAA Federal Savings Bank ■ (800) 531-2265 ■ Fax (800) 531-5717 ■ usaa.com

Page 2 of 2

USAA.01252012.17.02.

539

USAA-000050

From: (864) 229-3824
MAJOR EDWARD L PETT
104 HIGHLAND DR
GREENWOOD, SC 29649

Origin ID: GSPA



Ship Date: 28DEC11
ActWgt: 1.0 LB
CAD: 2822083/NET3210

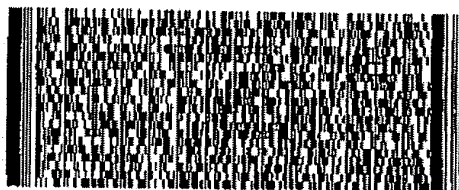
Delivery Address Bar Code



Ref # 079-61729

RMA #:
Return Reason:

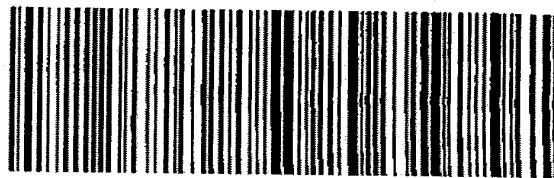
SHIP TO: (800) 292-8800 X 24778 BILL SENDER
EDDIE KRAMER
USAA WEALTH MANAGMENT
9800 FREDERICKSBURG RD
SAN ANTONIO, TX 78288



TRK# 7930 6760 0882
0221

RETURNS MON-FRI
STANDARD OVERNIGHT

78288
TX-US



50FG185DF/F5F4

1. Select the 'Print' button to print 1 copy of each label.
2. The Return Shipment instructions, which provide your recipient with information on the returns process, will be printed with the label(s).
3. After printing, select your next step by clicking one of the displayed buttons.

Note: To review or print individual labels, select the Label button under each label image above.

Use of this system constitutes your agreement to the service conditions in the current FedEx Service Guide, available on fedex.com. FedEx will not be responsible for any claim in excess of \$100 per package, whether the result of loss, damage, delay, non-delivery, misdelivery or misinformation, unless you declare a higher value, pay an additional charge, document your actual loss and file a timely claim. Limitations found in the current FedEx Service Guide apply. Your right to recover from FedEx for any loss, including intrinsic value of the package, loss of sales, income interest, profit, attorney's fees, costs, and other forms of damage whether direct, incidental, consequential, or special is limited to the greater of \$100 or the authorized declared value. Recovery cannot exceed actual documented loss. Maximum for items of extraordinary value is \$500, e.g. jewelry, precious metals, negotiable instruments and other items listed in our Service Guide. Written claims must be filed within strict time limits, see current FedEx Service Guide.

USAA-01252012.17.03.

540



10750 McDermott Freeway
San Antonio, Texas 78288

Individual Retirement Account Designation of Beneficiary

What you need to do:

- Print in black ink.
- Complete all required sections.
- Sign the document where indicated.
- Return this document to USAA Federal Savings Bank.

1. Participant Information

PETIT, EDWARD L. MAJAFRET 273 39 01
Participant's Name USAA Number

ACCT# 000000 - [REDACTED]

2. Beneficiary Information

BUGT# [REDACTED]

A. Primary Beneficiary

ACCT# [REDACTED]

IRA/ESA

I hereby revoke any Beneficiary Designation previously made with respect to this Plan. I hereby direct that in the event of my death any balance of my Individual Retirement Account(s) be paid as indicated below. In the event of my death, pay benefits to the following or the survivors thereof:

KAREN (NM) PETIT
Name

220 SIMS ALLEY COLUMBIA S.C. 29205
Address City State ZIP Code

[REDACTED] [REDACTED] DAUGHTER
Birth Date Social Security Number Relationship

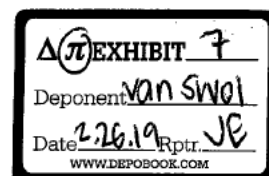
KATHY ELISE PETIT TRUST
Name

104 HIGHLAND DR GREENWOOD S.C. 29649
Address City State ZIP Code

[REDACTED] [REDACTED] DAUGHTER
Birth Date Social Security Number Relationship

Section 2 continued on next page.

USAA Federal Savings Bank ■ (800) 531-2265 ■ Fax (800) 531-5717 ■ usaa.com



2. Beneficiary Information

B. Secondary Beneficiary

If none of said beneficiaries survives me, pay benefits to the following or the survivors thereof:

Name _____

Address _____ City _____ State _____ ZIP Code _____

Birth Date _____ Social Security Number _____ Relationship _____

Name _____

Address _____ City _____ State _____ ZIP Code _____

Birth Date _____ Social Security Number _____ Relationship _____

3. Agreement with USAA Federal Savings Bank

I understand this Change of Designation of Beneficiary will be effective on the date of receipt by the Custodian and that upon any change of beneficiary, the right of all previously designated beneficiaries to receive benefits under this Plan shall cease.

☒ I retain the right to revoke this designation of beneficiary and to designate a new beneficiary at any time by communicating to the Custodian in writing.

0

Participant's Signature Edward L Pitt III AFRETE Date 1-15-07

4. Delivery Instructions

Fax to: (800) 531-5717
Attn: IRA Sales & Service - Unit 94589

Mail to: USAA Federal Savings Bank
IRA Sales & Service - Unit 94589
10750 McDermott Freeway
San Antonio, Texas 78288-0544

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USAA Federal Savings Bank ■ (800) 531-2265 ■ Fax (800) 531-5717 ■ usaa.com

J. Petit
 H.
 7649

☐ YES ☐ NO

15 JAN 2007 PM 2 T

BUSINESS REPLY MAIL

POSTAGE WILL BE PAID BY ADDRESSEE

[illegible]

201200001348
WATSON LAW FIRM
333 MAIN ST
GREENWOOD SC 29646

201200001348
Filed for Record in
GREENWOOD COUNTY SC
INGRAM MOON, COUNTY CLERK
02-27-2012 At 04:47 pm.
POWERDFTO 18.00
Book 1298 Page 61 - 67

STATE OF SOUTH CAROLINA)
COUNTY OF GREENWOOD)

DURABLE GENERAL
POWER OF ATTORNEY

Instrument Book Page
201200001348 1298 61

KNOW ALL MEN BY THESE PRESENTS that I, Edward LeRoy Pott, 104 Highland Drive, Greenwood, SC 29649 (Principal) do hereby appoint Henry A. Dorn, 222 Jennings Avenue, Greenwood, SC 29646 (Attorney) my true and lawful attorneys for the purposes hereinafter set forth. My Attorney is authorized, in such attorney's absolute discretion from time to time and at any time, to act for me and in my name, place and stead in any way which I might or could do if I were personally present as and for my true and lawful attorney-in-fact and to have all powers hereinafter set forth; said powers not being in limitation of this general power but just by way of illustration.

ITEM 1. REAL PROPERTY TRANSACTIONS:

(a) To purchase, contract to purchase, receive, lease or rent for any term, accept or otherwise acquire real estate or any option thereon or interests therein, wherever situated, on such terms conditions and considerations as my Attorney-in-fact shall deem proper, in my name, or jointly in my name and that of any other party or parties, including my Attorney-in-fact.

(b) To sell for cash or credit, contract to sell, mortgage, encumber, exchange, lease or rent for any term, grant options to purchase or otherwise deal in and dispose of any real estate in which I now have or may hereafter acquire any right, title or interest, whether such real estate be owned in joint tenancy, tenancy in common, or in any other manner or capacity, and in my name, or jointly with any other party or parties, including my Attorney-in-fact, on such terms conditions and considerations as my Attorney-in-fact shall deem proper, to sign, seal, execute, acknowledge and deliver any and all instruments in writing of any kind and nature, as may be necessary, containing such terms and conditions, and such warranties and covenants, if any, as my said Attorney-in-fact shall deem advisable.

(c) To manage, utilize, conserve, demolish, repair, rebuild, alter or improve any real estate or structure thereon, owned or claimed to be owned by me in whole or in part, and to protect the same by action, proceeding or otherwise, including, but not limited to, the recovery of possession thereof and the removal of tenants or other persons, animals or objects therefrom.

ITEM 2. PERSONAL PROPERTY TRANSACTIONS:

(a) To store, conserve, hold, buy, contract to buy, accept, sell for cash or credit, exchange, mortgage, encumber, pledge, lease or rent, contract for the repair of, and in any and every manner deal in and with any and all personal property of every kind whatsoever, tangible or intangible, which I may own or in which I now have or hereafter may acquire any right, title or interest, on such terms, conditions and considerations, as my Attorney-in-fact shall deem proper.

(b) To execute and deliver to the proper persons and authority any and all documents, instruments and papers necessary to effect the proper registration and licensing of any automobile,

CEP

WATSON LAW FIRM
md



vehicle, boat, motor or trailer in which I now or may hereafter have an interest.

(c) To enter into contracts for the storage and conservation of tangible personal property of every kind owned by me and to take possession and order the removal and shipment of any of my property from or to any warehouse or other place of storage, safekeeping or use, and to execute and deliver any release; receipt, shipping ticket, certificate or other instrument necessary or convenient for such purposes.

ITEM 3. BUSINESS TRANSACTIONS:

To demand, sue for, recover, receive, compromise, settle, adjust and pay all accounts, legacies, bequests, interest, dividends, annuities, demands, debts, invoices, medical expenses, living expenses, taxes and any and all other obligations, which may now or hereafter be due, owing or payable by or to me, and to carry on and transact every kind of business on my behalf, in my name or jointly in my name and that of any other person or persons, including my Attorney-in-fact, including, but not limited to, transactions concerning any and all investments and shares of stock, bonds, securities, certificates of deposit and savings or checking accounts, on such terms, considerations and conditions as my Attorney-in-fact may deem proper, and to invest and reinvest and exchange investments, and to execute and deliver good and sufficient instruments for the accomplishment thereof, and to act as my attorney or proxy with respect to any stocks, shares, bonds or other investments and rights or interests as I may now or hereafter hold.

ITEM 4. FINANCIAL TRANSACTIONS:

(a) To deposit or withdraw for any purpose, in or from any bank, savings and loan association, trust company or other financial institution any funds or other credits which I now or hereafter may have on deposit or be entitled to, and to draw, endorse, cash and receive the proceeds of any and all checks, drafts or other orders for money, to continue, contribute to, open, modify or close accounts (including individual retirement accounts), purchase or redeem certificates of deposit, or other evidences of deposits, and to receive statements, notices or other documents from any bank or other financial institution concerning any and all accounts or banking transactions in my name or in which I may have an interest.

(b) To have access for all purposes to any or all safety deposit boxes or vaults rented in my name or in the names of any other person or persons and myself, with full power to use the same for safekeeping any property or papers, and to remove therefrom at any time, or from time to time, all or any part of the contents of any such box or vault.

(c) To borrow money and to execute in my name any instrument including, but not limited to, promissory notes and credit card or securities margin account applications and agreements, evidencing indebtedness incurred on my behalf and to extend and renew the same, as well as any indebtedness heretofore incurred by me, for the payment of which I may in any way be liable, upon such terms, conditions and rates of interest as my Attorney-in-fact shall deem advisable and to use any credit card held in my name for purchases or to obtain cash advances and sign charge slips or drafts in connection therewith.

[Handwritten signature]

(d) To prepare or have prepared from time to time financial statements concerning my assets and liabilities or income and expenses and to deliver such statements to any banker, banking institution or other person.

(e) To apply for and to receive letters of credit or travelers checks from any banker or banking institution, giving such indemnity or other agreements in connection therewith as my Attorney-in-fact shall deem desirable or necessary.

(f) To transfer any of my property to, withdraw principal or income from or terminate any revocable trust which I have created before or after the execution of this power of attorney for which I am during my lifetime, a primary income and principal beneficiary; however my attorney-in-fact shall have no authority to amend the dispositive provisions of any such trust or to create any such trust.

ITEM 5. TAXES:

For each of the years 1993 to and including 2025, to make, sign, execute and file income and all other tax returns and declarations of estimated tax required to be made by me by any law or regulation of any government or governmental authority, to represent and act for me in all tax matters in any audit, examination, dispute or litigation, in any governmental department, or other proceeding, to receive, endorse and collect checks in settlement of any refund of taxes, to execute consents agreeing to a later determination of taxes than is provided by statutes of limitation, to execute closing agreements relative to tax liabilities, to file claims for abatement, refund or credit of taxes, to make any adjustment or settlement, and to sign any and all receipts, waivers, settlements or agreements pertaining to any income or other taxes assessed against me or my property by law.

ITEM 6. INSURANCE TRANSACTIONS:

(a) To take out, pay the premiums on, modify, rescind, cancel, release, terminate, or execute any rights, privileges, or options of any contract of life, accident, health, disability, liability, property or other insurance presently owned by me or by any person on my behalf, or hereafter acquired.

(b) To procure new, different or additional contracts of insurance on my life or with respect to protecting me or my property from ill health, disability, accident, liability or loss.

(c) To apply for, and receive, any loan on the security of any contract of insurance, to surrender and receive the cash surrender value, to exercise or obtain any money, dividend or other thing of value to which I am or to which I may become entitled as the proceeds or other return or profit arising out of any contract of insurance or of any one or more of the insurance transactions herein enumerated.

ITEM 7. REPRESENTATION AND EMPLOYMENT OF ASSISTANCE:

(a) On my behalf and in my name or the name of my Attorney, to institute, prosecute, appear in, defend, compromise, arbitrate, settle or dispose of any legal, equitable or administrative hearings,

EJP

actions, suits, attachments, claims or other proceedings, to which I am or may become a party or in which I have any interest.

(b) To hire, engage, employ and appoint agents, accountants, employees and counsel upon such terms and conditions and at such compensation as my said Attorney-in-fact shall deem proper in the exercise of the powers herein granted, to dismiss and remove at pleasure any such agent, employees and counsel, as well as any agents, accountants, employees and counsel heretofore or hereafter employed by me or in my behalf.

ITEM 8. GIFTS, LOANS, MISCELLANEOUS:

(a) To modify, reform, renegotiate or rescind any contract or obligation heretofore or hereafter made by me or in my behalf.

(b) To make gifts or loans to my spouse and any of my descendants (including my attorney-in-fact) and to tax-exempt organizations not exceeding in the aggregate \$10,000 per year per donee except that gifts to my spouse are not subject to the above limit.

(c) To lend money to any corporation or partnership in which I hold a majority of ownership interest and to guarantee any loans made to any such entity by any third party.

(d) If I have not previously done so myself, to make advance arrangements and pay for my funeral and burial.

(e) To sign, seal, acknowledge and deliver any instrument necessary to accomplish any of the powers herein granted.

ITEM 9. HEALTH CARE DECISIONS:

To make decisions for me regarding my health care, including the power to consent or withhold consent on my behalf to health care. Such authority may be exercised at any time that I am "unable to consent" (as defined in the Adult Health Care Consent Act, Section 44-66-20(6) of the South Carolina Code of Laws of 1976 as amended) in regard to decisions concerning my health care.

ITEM 10. GENERAL PROVISIONS:

(a) All business transacted hereunder for me or for my account shall be transacted in my name, and all endorsements and instruments executed by my Attorney-in-fact for the purpose of carrying out any of the foregoing powers, shall contain my name, followed by that of my Attorney-in-fact and the designation, "Attorney-in-fact" or "AIF".

(b) This instrument shall be construed and interpreted as a general power of attorney. The enumeration of specific items, rights, acts or powers herein is not intended to, nor does it limit or restrict, and shall not be construed or interpreted as limiting or restricting, the general powers herein granted as to my Attorney-in-fact.



(c) I do hereby declare as between me and my Attorney-in-fact a fiduciary relationship exists and that my Attorney-in-fact shall not satisfy his legal obligations out of any property subject to this Power of Attorney, nor may my Attorney-in-fact exercise this Power in favor of himself, his creditors, or the creditors of his estate; provided, however, I further declare that no person who may act in reliance upon the representations of my Attorney for the scope of authority granted to my Attorney shall incur any liability to me or to my estate as a result of permitting my Attorney to exercise any power, nor shall any person dealing with my Attorney be responsible to determine or insure the proper application of funds or property.

(d) The powers herein conferred may be exercised by either Attorney alone, and the signature or act of such Attorney on my behalf may be accepted by third persons as fully authorized by me and with the same force and effect as if done under my hand and seal and as if I were present in person acting on my own behalf and competent.

(e) My Attorney-in-fact may serve without bond and is not required to file any accounting with the Probate Court or any other court in connection with the use of the powers granted herein.

(f) The terms and conditions hereof shall inure to the benefit of and become binding upon the undersigned parties, their heirs, assigns, executors and administrators. All words used herein in the singular shall include the plural, and the masculine gender shall include the feminine.

(g) This power of attorney is granted for my personal convenience. The decision of whether to act on my behalf or not from time to time is vested solely in my Attorney, and my Attorney, his heirs, successors and assigns are hereby released and forever discharged from any and all liability upon any claim or demand of any nature whatsoever by me, my heirs or assigns, the beneficiaries under my will or under any trust which I have created or shall hereafter create or any person whomsoever on account of any failure to act of my Attorney pursuant to this power of attorney.

(h) If any part of this power of attorney shall be invalid or unenforceable under applicable law, said part shall be ineffective to the extent of such invalidity only, without in any way affecting the remaining parts of said provision or the remaining provisions of this power of attorney.

(i) My Attorney shall be entitled to reimbursement for all reasonable costs and expenses actually incurred and paid by him on my behalf pursuant to any provision of this power of attorney, but he shall not be entitled to compensation for services rendered hereunder.

(j) Notwithstanding any provision hereto to the contrary, my Attorney shall have no power or authority whatsoever with respect to (a) any policy of insurance owned by me on his life or (b) any trust created by him as to which I am a trustee.

ITEM 11. DURATION, AMENDMENT AND REVOCATION:

(a) THIS POWER OF ATTORNEY SHALL NOT BE AFFECTED BY PHYSICAL DISABILITY OR MENTAL INCOMPETENCE OF THE PRINCIPAL WHICH RENDERES THE PRINCIPAL INCAPABLE OF MANAGING HIS OWN ESTATE.



(b) I direct that this Power of Attorney shall continue in effect until revoked by me in writing or terminated by law. No cancellation hereof, by operation of law or otherwise, shall be effective as to any person relying upon this Power of Attorney unless such person shall have received actual notice in writing of its cancellation.

(c) This power of attorney may be amended by me at any time and from time to time by written instrument executed by me, however, such amendment shall not be effective as to third persons dealing with my Attorney without actual notice of such amendment.

(d) If the authority contained herein shall be revoked or terminated by operation of law without notice, I hereby agree for myself, my executors, administrators, heirs and assigns, in consideration of my Attorney-in-fact's willingness to act pursuant to this Power of Attorney, to save and hold my Attorney-in-fact harmless from any loss suffered or any liability incurred by my Attorney-in-fact in so acting after such revocation or termination without notice of such revocation.

ITEM 12. Miscellaneous

(a) Whenever the words "Attorney" or "Principal" or any modifying or substituted pronoun therefor is used in this power of attorney, such words and respective pronouns shall be held and taken to include both the singular and the plural and the masculine, feminine and neuter gender thereof unless the context clearly requires otherwise.

(b) I direct that photographic copies of this power of attorney shall have the same force and effect as an original.

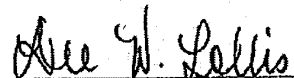
IN WITNESS WHEREOF, as Principal, I have executed this power of attorney this 27th day of February, 2012.

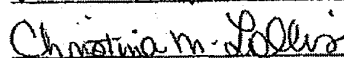

Edward LeRoy Pettit - PRINCIPAL (L.S.)

STATE OF SOUTH CAROLINA)
COUNTY OF GREENWOOD)

ATTESTATION

The foregoing power of attorney was on February 27, 2012 signed, sealed, published and declared by the Principal as his appointment and empowerment of an attorney-in-fact in our presence, and at the Principal's request and in his presence and in the presence of each other we have hereunto subscribed our names as witnesses hereto.

 of Greenwood, South Carolina

 of Greenwood, South Carolina

Instrument
201200001348

Book Page
1298 67

STATE OF SOUTH CAROLINA)
COUNTY OF GREENWOOD)

PROBATE

Personally appeared the undersigned, who being duly sworn, says that (s)he saw the within named Principal sign, seal and as the Principal's act and deed deliver the within power of attorney and that (s)he with the other witness whose signature appears above witnessed the execution thereof.

Dee W. Lellis

Witness

Sworn to before me on
February 27, 2012

Christina M. Lellis
Notary Public for South Carolina
My commission expires: 11/28/19



Fax Cover Sheet

Date Monday, June 30, 2014 Time 9:29:52 AM
To Henry Dorn Fax (888) 263-9574
From Griffith, Mark Phone (210) 282-4054

Pages Including Co 04

NOTES:

Hi Mr. Dorn, here is the application for Mr. Petit's IRA which contains the beneficiary information. Thank you

We know what it means to serve.[®]

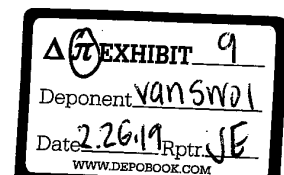
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USAA Insurance Management Company (USAA), a registered broker/agent.

Petit 153



IMCO ONLINE NEW ACCOUNT APPLICATION INFORMATION

Form Code: ONAPRUMPR

File Tab: PAM

Description: On-Line Automated PR UMF Retirement App

Registration Type Code: 35

Automated Principal Review: 05/03/2012 3:08:35 PM

PRIMARY ACCOUNT HOLDER PERSONAL INFORMATION:

USAA Number: [REDACTED]

Name: EDWARD L PETIT

Date Of Birth: [REDACTED]

Social Security Number :

Address1: STERLING HOUSE

Address2: 1408 PARKWAY UNIT 305

City: GREENWOOD

State: SC

Zip: 29646

Home Telephone: 864-2293824-00000

Work Telephone: 864-3897049-00000

Primary E-mail address: pkrohn62@embarqmail.com

Secondary E-mail address:

Primary Citizenship: U.S. Citizen

Primary Senior Political Official: No

Primary Physical Address1: STERLING HOUSE

Primary Physical Address2: 1408 PARKWAY UNIT 305

Primary Physical City: GREENWOOD

Primary Physical State: SC

Primary Physical Zip Code: 29646

Marital Status: MARRIED

Account Number: 50122738

EMPLOYMENT INFORMATION:

Employment Status: Retired

Occupation: RETIRED

REGULATORY INFORMATION:

Petit 154

Employed by a registered broker/dealer: No
Company 10% Shareholder, director, policy making officer, executive officer: No
Approx net worth (excluding primary residence): \$250,000 and over
Annual Income: \$35351 - \$85650
Investment Knowledge: Limited
Investment Objective: Growth
Tax Bracket: 25%
Tax Filing Status: Single

BROKERAGE ACCOUNT FUNDING INFORMATION:

Rollover Amount: 452256.00
Authorize Commingling: No

FINANCIAL INSTITUTION:

Financial Institution: USAA FEDERAL SAVINGS BANK
Bank/Transit Routing Number: [REDACTED]
Account Number: [REDACTED]
Account Type: SDA

ACCOUNT FEATURES:

USAA Managed Portfolios Householding Fees :Yes
Householding Commissions: Yes
Streamline Prospectuses and Reports: Yes
Cash Option: Brokerage Cash
Portfolio Model: UMF Moderately Aggressive Marketplace
Fixed Income Type: Taxable
Portfolio Mix: Marketplace
Online Document Delivery:

I agree to Trade Confirmation Waiver

Beneficiary information

USAA Number: [REDACTED]
Account Number: [REDACTED]

Name of IRA Account Owner: EDWARD L. PETIT
Beneficiary Information

Designated Beneficiary

Type: Primary

USAA Number: OTHER

Name: Leaman E Mosby

Date Of Birth: [REDACTED]

Social Security Number :

Relationship to contributor: Non-Spouse

% of distribution if more than one Beneficiary survives: 50.00

Beneficiary 2

Type: Primary

USAA Number: OTHER

Name: Caroline F Mosby

Date Of Birth: [REDACTED]

Social Security Number :

Relationship to contributor: Non-Spouse

% of distribution if more than one Beneficiary survives: 50.00

Signed document list:

USAA Money Market Fund
USAA Managed Portfolios Program Brochure
USAA Managed Portfolios Investment Advisory Agreement
USAA Managed Portfolios Wrap Program Brochure Supplement
USAA Managed Portfolios IRA Account Terms and Conditions
USAA Traditional/Roth IRA Custodial Agreement and Disclosure Statement
Privacy Promise
Investment Strategy Recommendation
Business Continuation Disclosure Statement
Electronic Services Agreement

----- Forwarded message -----

From: "Glen Krohn" <pkrohn62@embargo.com>

Date: Aug 25, 2013 4:31 PM

Subject: Re: Daddy and Henry Dorn

To: "Kathy Petit" <petit.kathy@gmail.com>

Cc:

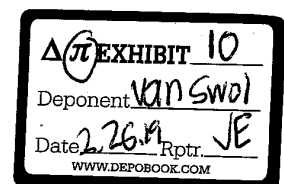
Kathy

I wonder if it has ever occurred to you that you could also cause a heart attack by not contacting him for a month at a time. He worries about you when you do not return his calls. I try to comfort him.

Your Dad does not live in a vacuum so he would have found out about Henry Dorn anyway.

Phyllis

Petit 150



Page 1

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	
COUNTY OF GREENWOOD	)	C.A. NO. 2017-CP-24-01343

KAREN PETIT,	)	
	)	DEPOSITION
PLAINTIFF,	)	
	)	OF
VS.	)	
	)	KAREN PETIT
PHYLLIS JEAN KROHN, USAA	)	
FEDERAL SAVINGS BANK AND	)	
USAA INVESTMENT MANAGEMENT	)	
COMPANY,	)	
	)	
DEFENDANTS.	)	

THE DEPOSITION OF KAREN PETIT, TAKEN BEFORE HOLLY W. WILSON, PROFESSIONAL VERBATIM REPORTER AND NOTARY PUBLIC IN AND FOR THE STATE OF SOUTH CAROLINA, COMMENCING AT THE HOUR OF 10:06 A.M., THURSDAY, THE 14TH DAY OF MARCH, 2019, AT THE OFFICES OF JOSHUA NASROLLAHI, LLC, 215 PARK AVENUE, GREENWOOD, SOUTH CAROLINA.

APPEARANCES

FOR THE PLAINTIFF

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AND USAA INVESTMENT MANAGEMENT COMPANY

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Jill@BishopReporting.com

*DIGITALLY RECORDED AUDIO RETAINED FOR TWELVE (12) MONTHS
FROM DATE OF CERTIFICATION

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1 STIPULATIONS

2 IT IS STIPULATED BY AND BETWEEN COUNSEL
3 FOR THE RESPECTIVE PARTIES THAT ALL OBJECTIONS
4 ARE RESERVED UNTIL THE TIME OF TRIAL, EXCEPT
5 AS TO THE FORM OF THE QUESTION.

6 THIS DEPOSITION IS BEING TAKEN PURSUANT
7 TO THE SOUTH CAROLINA RULES OF CIVIL PROCEDURE.

8 - - - -

9 THE READING AND SIGNING OF THIS DEPOSITION IS
10 RESERVED BY THE DEPONENT AND COUNSEL FOR THE RESPECTIVE
11 PARTIES.

12 WHEREUPON, KAREN PETIT, BEING DULY SWORN AND
13 CAUTIONED TO SPEAK THE TRUTH, THE WHOLE TRUTH, AND
14 NOTHING BUT THE TRUTH, TESTIFIED AND DEPOSED AS
15 FOLLOWS:

16 EXAMINATION

17 BY MR. NASROLLAHI:

18 Q All right. State your name -- your full name for the
19 record.

20 A Karen Petit.

21 Q Okay. And you were present at Ms. Van Swol's
22 deposition.

23 A I was.

24 Q Okay. And you heard the introductory instructions that
25 she received.

Page 5

1 A I did.

2 Q Okay. I'm going to go over them again with you, just
3 in case. Your testimony is under oath. Do you
4 understand that?

5 A I do.

6 Q Okay. And every answer that you give needs to be an
7 audible answer.

8 A Yes.

9 Q Okay. Very good. She can't write down uh-huh, uh-uh,
10 nods or ---

11 A Oh, I understand.

12 Q Okay. And another thing is we can't talk over one
13 another. The way the transcript works is it's --
14 there's no way of telling who is talking. So I'm going
15 to try my best to let you finish. Just do the same to
16 me. Every now and then, unless we're ---

17 MR. NASROLLAHI: Are we reserving objections, or
18 we're going to object as we go?

19 MR. BROWN: I understood we were operating under
20 the rules where we would object to form but not
21 substance.

22 MR. NASROLLAHI: Okay. That's fine.

23 MS. MERRILL: Yeah, that's fine.

24 BY MR. NASROLLAHI:

25 Q Okay. So, every now and again, an attorney may have an

1 objection to the question I ask. Let them get the
2 objection out, and then continue to answer, unless
3 something comes up,8 in which case your attorney is
4 definitely going to intercede.

5 I'm going to ask you questions. If you don't
6 understand my question, if you don't understand how I'm
7 trying to say something, just ask me. I'll rephrase.
8 I'm not here to trip you up. This is part of
9 discovery. We are just trying to get information for
10 the litigation.

11 So, again, if I ask you a question and you answer,
12 it's going to be a safe assumption that you understood
13 my question. Okay?

14 A I understand.

15 Q If you need to take a break at any time, you need
16 water, you need anything, just let us know. We'll
17 stop. The only thing you can't do, kind of like at Ms.
18 Van Swol's deposition, is you can't stop to talk to
19 your attorney. As we go forward in this case, you
20 can't talk to anybody about your testimony. You can
21 ---

22 A I understand.

23 Q Okay. You may chit-chat, but the substance of your
24 testimony is off limits.

25 A I understand.

1 Q Okay. Where do you currently live?

2 A I live at 104 Highland Drive here in Greenwood.

3 Q Here in Greenwood. How long have you resided at that
4 residence?

5 A Well, it's the home that I grew up in, but I have been
6 living there since really 2015, after my father died.

7 Q Okay. Since 2015. Where did you live prior to that?

8 A I lived in Columbia, South Carolina.

9 Q Okay. What was the address, if you remember, in
10 Columbia?

11 A 20 Sims Aly.

12 Q Okay. And how long did you reside there?

13 A I lived there from 1996 until 2015, when I came here to
14 live. But I still have my own home in Columbia.

15 Q Okay. And the home in Columbia, is that the address
16 you just gave me?

17 A 20 Sims Aly.

18 Q Okay. So, do you go back and forth between these two
19 residences?

20 A On occasion.

21 Q Okay. Are you employed?

22 A I am.

23 Q And what do you do for a living?

24 A I am the coordinator of marketing and public relations
25 for the historic John De La Howe School in McCormick.

1 Q Okay.

2 A And I also write children's books.

3 Q Okay. Very good. And how long have you been -- let's
4 talk about John De La Howe first. How long have you
5 been employed in that capacity?

6 A I've been there since January 2018.

7 Q Okay. Where did you work prior to that?

8 A Before that, from 1989 until 2014, I was employed at
9 the University of South Carolina. And prior to that, I
10 was a newspaper reporter and editor at several
11 different newspapers in South Carolina.

12 Q Okay. From two thou- -- what -- 1989 to 2014, what was
13 your position or what -- if there are more than one,
14 state your positions at the University of South
15 Carolina.

16 A Okay. Between 1989 and 2010, I was a writer and editor
17 in the office of media relations at the university.
18 And between 2010 and the time I left in 2014 -- I took
19 early retirement because my dad was ill. I was
20 director of public relations for the Arnold School of
21 Public Health.

22 Q Okay. And 2014 -- between 2014 and 2018, you were
23 retired status, or were you employed?

24 A I wrote my children's books, but mostly retired.

25 Q Okay. So, your source of income was largely derived

1 from either retirement ---

2 A Retirement.

3 Q Okay. And how long have you written children's books?

4 A My first book was published in 2006.

5 Q Okay. In any of these positions at USC or John De La
6 Howe, have you ever been investigated for misconduct?

7 A No.

8 Q Okay. Have you ever been investigated for any
9 violation of any internal rules with those
10 organizations?

11 A No.

12 Q Have you ever been charged with a crime?

13 A No.

14 Q Okay.

15 A Other than a traffic ticket.

16 Q Okay. Very good. And do you recall when that was?

17 A A traffic ticket?

18 Q Uh-huh. It's fine if you don't.

19 A Oh, I had one recently.

20 Q Recently. Okay. Where was that?

21 A It was in Fairfax County.

22 Q Fairfax County, and it was for speeding?

23 A It was for speeding.

24 Q Okay. Very good. Tell me about the -- your family
25 composition.

1 A I had two wonderful parents. A mother who put my
2 father through dental school as a school teacher. When
3 he finished dental school, we moved to Greenwood, where
4 he set up his practice. And my mother was a stay-at-
5 home mom for a number of years. And I also had a
6 younger sister, Kathy Elise Petit, who is now deceased.

7 Q Okay. Any -- did Kathy, when she passed away -- when
8 did she pass away?

9 A Kathy died in 2013.

10 Q Okay. And if you don't mind my asking, how -- what was
11 the circumstances under which she passed away?

12 A The cause of death was ruled a suicide.

13 Q Okay. I'm -- I honestly did not know that. Did she
14 have any spouses that survived her?

15 A She did. A husband of eight months.

16 Q Okay. And any children?

17 A She has two daughters.

18 Q Two daughters.

19 A Leaman Elise McCarley and Caroline Mosby.

20 Q Okay. Are they -- who are their father?

21 A Their father is Jeff Mosby.

22 Q Okay.

23 A He lives in Myrtle Beach, and Caroline lives in Myrtle
24 Beach, and Leaman lives in Anderson.

25 Q Who does Leaman live with in Anderson?

1 A Her husband.

2 Q Okay. So they're old enough to be married at this
3 point?

4 A Yes.

5 Q Okay.

6 A They're in their 20s.

7 Q All right. And Mr. Mosby, was that her husband for
8 eight months, or was that a different gentleman --
9 Kathy?

10 A That was a different husband.

11 Q Okay. So, the question I'm asking is her husband at
12 the time of her passing was not the father of her
13 children?

14 A That's correct.

15 Q Had she been married before?

16 A She had been married early to Abraham Chahine.
17 Divorced him and married Mr. Mosby.

18 Q Okay.

19 A Then she was married for a brief time to another
20 gentleman, and then she married Mr. Murdock. Eric
21 Murdock was her husband.

22 Q Okay. Prior to your parents marrying, did they have
23 any other spouses?

24 A No.

25 Q Okay. Did either parent have any other children

1 outside of the marriage?

2 A No.

3 Q Do you have any children?

4 A I do not.

5 Q Are you currently married?

6 A I am not.

7 Q Have you ever been married?

8 A I have been married.

9 Q Okay. And when were you married?

10 A I was married for the first time in 1981 for about six
11 months. And then I married again in 1994, and I was
12 divorced in 2002.

13 Q Okay. So, you've been married twice before.

14 A Twice.

15 Q Okay. And no -- just ask again, no children?

16 A No children.

17 Q Adopted, stepchildren, anything?

18 A No children.

19 Q Okay. Were either of those marriages here in
20 Greenwood, South Carolina?

21 A The first marriage was.

22 Q Okay. And what was that gentleman's name?

23 A Sylvester.

24 Q Uh-huh.

25 A And the last name was Occiano.

1 Q Occiano. Do you know whether he still resides in
2 Greenwood or not?

3 A He does not reside in Greenwood, but I don't really
4 know where he lives.

5 Q That's fine. Did he have any children? Did you have
6 any stepchildren with him?

7 A No, not to my -- not that I'm aware of.

8 Q Okay. Very good. And your mother predeceased your
9 father?

10 A She did. She died in 2006.

11 Q Okay. And my understanding is that, when she passed
12 away -- tell me, when she passed away, did she leave a
13 will?

14 A She did.

15 Q Okay. What were -- as best you can recall, what were
16 the terms of her will?

17 A That all assets would be divided equally between my
18 sister and me.

19 Q Okay.

20 A Fifty-fifty. In the case that one of us pre- --
21 whenever -- if I had predeceased my sister, then my
22 share of the estate would go to my sister's two
23 children.

24 Q Okay.

25 A If my sister died first, then her two children would

1 have inherited their share.

2 Q Okay. Did she ---

3 A Her share, excuse me.

4 Q I'm sorry. Okay. So, if either one of you predeceased
5 the other, you would take their inheritance.

6 A That's correct.

7 Q Did she leave anything to your father?

8 A She left him the home in a trust that he could continue
9 -- the house was in her name. And that he could
10 continue living in the home for as long as possible.

11 Q Okay.

12 A As long as he could.

13 Q And when did your mother pass away?

14 A My mother died in June 2006.

15 Q Okay. And the inheritance, was that distributed
16 directly to you and your sister, or was anything placed
17 in trust?

18 A Yes, there were certain funds that were placed in
19 trust, and to be held until the death of my father.

20 Q Okay. And then what happened with those funds?

21 A Then my share of the estate was distributed to me.

22 Q Okay.

23 A And my sister's share of the estate is being held for
24 her daughters until they become 30 years old.

25 Q They -- also being held in trust.

1 A Also being held in trust.

2 Q Okay. So, your father -- their -- how much of your
3 inheritance was -- from your mother was held in trust?
4 If you can, just give me an approximation.

5 A Do you mean for ---

6 Q Let me take a step back.

7 A I don't think I understand your question.

8 Q That's fine. Let me take a step -- it's my
9 understanding, based on what you just testified to,
10 that some of your inheritance from your mother was held
11 in trust by your father until he passed away.

12 A That is correct.

13 Q I believe the term -- the terminology you used were
14 certain funds were held in trust.

15 A Right. When my mother died, there -- she had inherited
16 some money from an uncle.

17 Q Okay.

18 A And those funds had not been transferred to her. So,
19 when the -- because his death was just a few months
20 before hers.

21 Q Right.

22 A So she had inherited some money from him.

23 Q Okay. But, again, certain funds or certain assets of
24 her estate were distributed to you, but they were
25 distributed to a trust held on your behalf. Is that

1 your understanding?

2 A That's correct.

3 Q Okay. Who was the trustee of that trust?

4 A My dad.

5 Q Okay. If you -- as best you can tell me, how much of
6 that -- how much of the assets that you are going to
7 inherit from your mother were placed in that trust?

8 A I don't remember.

9 Q You don't remember. Was it most?

10 A I'm sorry. Ask that question again.

11 Q Were most of the assets or most of the bequeath that
12 were distributed to you under the terms of your
13 mother's will, were most of them held in trust on your
14 behalf?

15 A Yes.

16 Q Okay. So most ---

17 A I did not -- let me answer it this way, if this helps
18 in answering the question.

19 Q Yes.

20 A I did not receive any assets, financial assets,
21 monetary assets until after my father died.

22 Q Okay. Okay. And that's per the terms of the will and
23 the trust.

24 A The will. Uh-huh.

25 Q Okay.

1 A Or my understanding of the will.

2 Q That's fine. And that's what I'm asking you for, is
3 just your understanding.

4 A Correct.

5 Q To your understanding, then, was this the same
6 arrangement for your sister?

7 A It's a little -- it was a little bit different for my
8 sister.

9 Q Okay.

10 A My sister had some medical problems, and the money that
11 she would inherit was to be put into a trust for her.

12 Q Okay.

13 A And to be managed by an attorney.

14 Q Okay.

15 A So that she would always have funds to help --
16 hopefully, would always have funds to take care of her.

17 Q Okay. Do you have any idea why the money was held in
18 trust on your behalf?

19 A It was just the stipulation of her will.

20 Q Okay. Do you have any idea of when she wrote her will?

21 A No, I don't know.

22 Q Okay.

23 A My mother was sick. She had been sick between 1998 and
24 2006 with a rare lung disease. My feeling is that she
25 wrote her will sometime between 1998 and 2006, but I'm

1 not sure.

2 Q Okay. And this is a very rude question I ask a lady.

3 Can you tell me your date of birth?

4 A October 2, 1956.

5 Q Okay. So, you would have been an adult at the time
6 that she wrote the will?

7 A I would have been, yes.

8 Q Assuming that we -- that you are correct in the time
9 frame in which she wrote her will, between 1998 and
10 2006, you would have been an adult.

11 A I was.

12 Q Okay. Let me ask some -- don't take these questions
13 the wrong way, but let me ask them. Have you ever been
14 found to be incapacitated by any court or any
15 government agency?

16 A No.

17 Q Have you ever had a guardian appointed on your behalf?

18 A No.

19 Q Have you ever been hospitalized in a state or private
20 psychiatric facility?

21 A I have not.

22 Q Okay. Have you ever been committed to any hospital for
23 mental health issues or substance abuse issues?

24 A No.

25 Q Okay. Your father -- tell me what you know -- this is

1 going to be a very open-ended question. Tell me what
2 you know about your father's relationship with the
3 defendant, Ms. Swol -- Van Swol.

4 A Ms. Van Swol described her relationship with my dad as
5 a close friendship.

6 Q Uh-huh.

7 A And I believe that they, indeed, had a close
8 friendship. I believe that it was more than a close
9 friendship. I believe there was a romantic
10 relationship between them.

11 Q Right. Were -- did you ever see them interact with one
12 another while your father was still alive?

13 A Interact in what way?

14 Q In any way.

15 A Yes, I did.

16 Q Tell me about that.

17 A Well, they would have dinner together, and sometimes I
18 would have dinner with them, or lunch. We traveled
19 together at times. So, I was in their presence. I
20 went with them when my dad had three back surgeries at
21 Duke University. So, I was with them at that time.
22 So, yes, I saw them. When my dad died -- Ms. Van Swol
23 went to the funeral for my father's brother, and we
24 went to Florida. And they were in a room adjoining
25 ours, my sister and me.

1 Q So they shared the same room.

2 A And the same bed.

3 Q Okay. And is that one of the pieces of information
4 that leads you to believe that they had a romantic
5 relationship?

6 A Well, I would see them hug and kiss.

7 Q Okay. There you go. When -- tell me about these
8 trips that you guys would take together.

9 A Tell me about the trips?

10 Q Uh-huh.

11 A In what respect about the trips?

12 Q In any respect.

13 A Okay.

14 Q Tell me what you observed, what impressions they gave
15 you.

16 A Well, I believe that the first time we traveled
17 together was in February of 2009, when -- well, no,
18 I'll back up a little bit. In December of 2008, I went
19 -- and I believe it was 2008. I could be wrong. It
20 could have been 2007, but I believe it was 2008. Ms.
21 Van Swol, at that time Ms. Krohn, went to Nebraska for
22 Christmas on Christmas Day to see her family.

23 Q Right.

24 A And my dad and I drove her to the airport in Greenville
25 Christmas morning for her to catch the plane to go to

1 Nebraska. In February of 2009, when the -- my dad had
2 the first of his back surgeries at Duke, my sister and
3 I went to Duke with my dad and Ms. Van Swol. So, I saw
4 them in the hospital together. We were together again
5 on a trip in November 2010 when my dad went for his
6 second surgery at Duke University. And in May of 2011,
7 he had his last surgery at Duke, and so I was with them
8 then. And in July of 2011, my dad's brother died. So,
9 we went to Florida for that trip.

10 Q Okay.

11 A And then, of course, we were together in 2012, when my
12 father suffered the heart problems on the cruise ship.

13 Q Right.

14 A And he ended up in Miami.

15 Q Okay. Tell me as best you can when do you believe that
16 the relationship between your father and Ms. Van Swol,
17 in any capacity, began?

18 A I would say sometime in late 2007.

19 Q Late 2007. And did you ever witness any particular
20 acrimony, or hostility, or anything negative or
21 untoward between them in the years that you observed
22 them together?

23 A Occasionally, they argued.

24 Q Okay. Was it anything noteworthy outside of what you
25 would expect a typical couple to do? Let me give you

1 an example. Threats of violence, profanity, breaking
2 objects, things like that would be something outside of
3 the ordinary -- did you ever witness anything like
4 that?

5 A No, I did not.

6 Q Okay. Did you have any reason to believe -- let's say
7 prior to your father's heart incident in 2012, did you
8 have any reason to believe that your father's health
9 was at risk because of Ms. Van Swol?

10 A I did.

11 Q Okay. Tell me about that.

12 A In -- when we were at Duke in 2009, Ms. Van Swol, and
13 my dad, and my sister and I were in the room.

14 Q Would it be easier to call her Phyllis?

15 A Phyllis would be easier.

16 Q Okay.

17 A And that's how I referred to her when I was ---

18 Q That's fine. Use the terminology that you would
19 typically use. If I don't -- if there's ambiguity or
20 if I don't understand it, I'll ask you about that.

21 A Okay. And the doctor, Dr. Isaac, had instructed my
22 father that if he was experiencing pain, or even if he
23 wasn't experiencing pain, because of the level of
24 surgery that he had for his spinal stenosis -- it was
25 back surgery, neurosurgery, very intense -- that he was

1 to take his pain medication as prescribed. So, when
2 the doctor left, Phyllis told my father, she said, "If
3 you are in pain, just go to your happy place. If you
4 don't take the pain medications, you will probably be
5 able to go home sooner." I didn't think that that was
6 appropriate.

7 Q Okay.

8 A My father did as she instructed. And late that night,
9 he was screaming in pain.

10 Q Okay. And ---

11 A And in -- do you want me to continue?

12 Q Yeah. Yes, please. Don't let me interrupt you.

13 A Okay. In 2010, I began to see that my father's mental
14 health, mental condition, cognitive reasoning skills
15 were declining. He became more -- my father had been
16 the kindest, most gentle, most loving father anyone
17 could ever have had toward both my sister and me. And
18 we enjoyed a great relationship throughout our life.
19 But in 2010, my father occasionally would be verbally
20 abusive to me. And, in fact, became so verbally
21 abusive and aggressive -- and my sister was living with
22 him at the time, and actually she mentioned this even
23 as early as 2009 because I know she had a conversation
24 with a doctor about it -- that she moved out of the
25 home. She was living at 104 Highland Drive, our family

1 home, and she left the home because of my father's
2 actions toward her.

3 Q Okay.

4 A And in 2011, on my father's birthday, which was
5 December 10, 2011, just before the cruise, I -- and I
6 had seen, you know, a decline. My father was not able
7 to walk. He used a walker -- I mean, walk on his own.
8 He used a walker. He was forgetful about things. He
9 could no longer keep up the house. The house was
10 deteriorating. And in 2011, at his birthday, he was
11 very grey and very ashen, and I commented to Phyllis
12 that Daddy did not look well. And she told me that in
13 the weeks previous that he had called her and was
14 incoherent, and that she feared for his safety, so she
15 took him to her home. And I said, "Well, did you take
16 him to the emergency room or to a physician to see what
17 was happening with him?" And she said no, that she
18 decided that he was just tired and that he could remain
19 at her house and rest.

20 I found it alarming that an 87-year-old man who
21 called someone incoherent, and as in her words, that
22 she feared for her safe- -- his safety, would not
23 immediately call a physician, take him to the emergency
24 room or go to the doctor's office. And I told her, and
25 I told my dad at the time, I said, "I don't know what's

1 wrong with you, Daddy." And he had already at that
2 time been diagnosed with heart problems, but I was not
3 told that. I said, "But you don't look well, and I'm
4 worried about you."

5 So, just after Christmas, which would have been a
6 couple of weeks later ---

7 Q Still in 2011?

8 A Yes.

9 Q Okay.

10 A I had a phone call from my dad's sister-in-law, my
11 aunt, Margie Petit, whose husband had died back in
12 July, asking me when Dad and Phyllis were going on
13 their cruise. And it was quite a surprise to me to
14 learn that my dad and Phyllis were going on a cruise.
15 I had not been told. And she told me that it was
16 sometime the first or second week of January. So, I
17 called my sister and I asked her if she knew about the
18 cruise, and she said that she did not. She was out
19 with her daughter, Caroline.

20 Q Now, if I can interrupt, was your sister still -- your
21 sister was no longer living with them at the time that
22 this conversation took place?

23 A She was no longer living in my dad's home.

24 Q Okay.

25 A That's correct.

1 Q Okay. I'm sorry. Please continue.

2 A She -- once she left the home, 2009, 2010, she did not
3 return there and live with my dad.

4 Q Okay.

5 A And I might say that one of the things that really did
6 concern me, too, was that just before Christmas -- it
7 was after his birthday but just before Christmas,
8 because I had come home for Christmas and I was
9 decorating the Christmas tree ---

10 Q If I can interrupt again. Come home for Christmas, you
11 came home from Columbia?

12 A Columbia, yes. I'm sorry. I didn't make that clear.

13 Q No, you're -- no, no, no.

14 A Okay.

15 Q My job is, if there's something that I need to be clear
16 about, I will ask you. So I'm not trying to fault you
17 on your testimony; I'm just trying to clarify what I'm
18 hearing you say.

19 A Yes.

20 Q So please continue.

21 A And, so, my father was wanting to go somewhere, and I
22 told him that I was going to stay home and finish
23 decorating the Christmas tree. I think he was going to
24 church, but I'm not sure. I can't remember that part
25 of it. And he became so angry with me that I would not

1 go with him, that he took his walker and shook it at
2 me. I mean, to the point that I thought he was going
3 to hit me. And I left the room, and went to my bedroom
4 and shut the door -- what was my bedroom -- you know,
5 had been my bedroom as a child, and continued to be my
6 bedroom when I went home to visit.

7 So, when I learned that they were going on the
8 cruise, I called my sister and I asked her if she knew
9 anything about it. She was out shopping for a car for
10 her daughter, Caroline. She said, "No." And, so, my
11 dad had gone to a water exercise class with Phyllis and
12 then was eating dinner at her house. So, I called my
13 dad, and I said, "I've just learned that you're going
14 on a cruise."

15 Q And this is -- I'm sorry to interrupt again. This is
16 after you had spoken with Aunt Margie.

17 A Right.

18 Q Okay.

19 A Correct. And he said, "Yes." And I said, "Well, I
20 have some concerns about that." And, so, I got in my
21 car and I drove to Ms. Van Swol's home -- to Phyllis's
22 home to ask them about that. And when they saw the car
23 pull up, they came out into the driveway.

24 Q So is ---

25 A At her home.

1 Q At Phyllis's home.

2 A Yes.

3 Q Okay. So you made a special trip out there to ask them
4 about the cruise?

5 A Uh-huh.

6 Q Is that a yes?

7 A That is a yes.

8 Q Okay. Why did you feel that necessary?

9 A Because I was concerned about my dad going on a cruise.

10 Q Okay.

11 A He was exhibiting serious health, and what I considered
12 to be mental issues. And it was hard for me to
13 understand -- he was 87 years old.

14 Q Right.

15 A Why an 87-year-old man would be going on a cruise when
16 he had obvious health problems, both physical and
17 mental.

18 Q Okay. And tell me about your level of concern at this
19 time.

20 A It was great.

21 Q Okay. How great?

22 A On a scale of one to ten, I would say a ten.

23 Q Okay. Tell me about the conversation that you had with
24 your father and with ---

25 A Phyllis?

1 Q --- Phyllis about this cruise.

2 A Well, first of all, I said, "I'm at a loss to
3 understand why it is important for Dad to go on this
4 cruise when he is obviously not well." And to which I
5 got no response from either of them. And I asked them
6 where they were going, and Phyllis responded that they
7 were going to Guatemala, Honduras and Belize, I
8 believe. Third world countries. So, an 87-year-old
9 man with obvious physical and mental problems was going
10 on a cruise to third world countries. My alarm level
11 went up even greater.

12 Q Okay.

13 A And I expressed to them that I felt that a cruise,
14 given his age and his health, was ill-advised.

15 Q And are you telling me this because you believe this is
16 an example of where Phyllis put your father's health at
17 risk?

18 A Yes.

19 Q Okay. Do you have any other instances where you were
20 made to feel this way?

21 A Well, that was pretty severe.

22 Q Okay. Well, my question is do you have any other
23 instances where you felt this way?

24 A When we were in -- well, we were in Miami, for
25 instance, when ---

1 Q Was this before or after the heart attack?

2 A He didn't have a heart attack.

3 Q Or the -- I mean, not heart -- the heart infarction or
4 whatever it was called. The heart problem.

5 A Okay. So that was late December. They went on the
6 cruise on January the 8th.

7 Q Uh-huh. 2012, right?

8 A 2012. Just a couple of weeks later, during the night
9 of 2000 -- on January 8, 2012 -- it may have been the
10 early morning hours of January 9th. I'm not sure. My
11 father experienced heart problems. Was, according to
12 Ms. Krohn, unconscious. She told me later that he was
13 flailing his arms, and that the flailing of his arms
14 had awakened her. So, I don't know exactly if he was
15 unconscious. I don't know what the situation was
16 because, obviously, I wasn't on the ship.

17 Q Right. Right.

18 A So, when we went to -- so they ended up in Key West.
19 The cruise ship was scheduled to dock that morning at
20 Key West. Got off the ship and they were taken to the
21 hosp- -- he was taken to the hospital there. And Ms.
22 Krohn did not call either my sister nor I to let us
23 know that our dad was in trouble. And I believe that
24 that was also detrimental to his health because we
25 weren't allowed or weren't given information so that we

1 would know how our dad was.

2 Q Uh-huh. How did you find out about his being in Miami?

3 A How -- I didn't find out about him being in Miami. I
4 found out about him being in Key West.

5 Q Okay.

6 A And there were -- my sister received a garbled message
7 on her voicemail that led her to be concerned about
8 what was going on with my dad.

9 Q Right.

10 A She was unable to reach Phyllis.

11 Q Okay.

12 A And she called the cruise line company to see if they
13 could put her in touch with my dad or Phyllis.

14 Q Okay.

15 A And the -- it took more than 24 hours for the cruise
16 line to get back with them -- with her, and she -- so
17 she finally located dad and Phyllis in Key West.

18 Q Okay. Did either one of you have -- are you aware of
19 whether Phyllis had a cell phone at that time?

20 A She did.

21 Q Did you -- either one of you have that cell phone
22 number?

23 A We did.

24 Q Did -- tell me about your efforts in calling her.

25 A My calls went unanswered.

1 Q Okay. And your sister too?

2 A My sister -- when my sister finally located my dad and
3 Phyllis in Key West, at the hospital, they put her
4 through to a room or wherever it was that he was in the
5 hospital.

6 Q Right. Okay. Let me go back to -- when -- I know you
7 testified to this. I forgot to write this down. When
8 was your father in the hospital at Duke, on the
9 instance where she told him not to take the pain
10 medication?

11 A It was February 2009.

12 Q 2009. Okay. All right. So, I'm going to circle back
13 because now we're getting into the incident down in
14 Florida. But back in 2009 -- just to be clear, your
15 father had a medical degree.

16 A He was a dentist. He had a -- he was a -- he had a
17 dental degree.

18 Q Right. So, he -- but he still had to do medical school
19 before he would receive his -- to the best of your
20 knowledge ---

21 A He did a year of anatomy training.

22 Q Okay. All right. When you started noticing in 2010
23 that he was having cognitive issues, what efforts then
24 did you and your sister take to address those issues?

25 A We spoke to Ms. Krohn about them.

1 Q Okay.

2 A And she was going with my father to all of his medical
3 appointments.

4 Q Okay. And I'm -- Ms. -- Phyllis was not living with
5 your father at that time.

6 A They did not live together. They maintained separate
7 addresses.

8 Q Okay. At all times during their relationship, up until
9 your father's death, they did not ---

10 A Right. He would go and stay at her house at times, but
11 ---

12 Q Okay. Just let me finish the question.

13 A Okay. I'm sorry.

14 Q You're giving me answer, but we've just got to practice
15 on letting each other talk. At all, up until your
16 father's death, they never shared a residence.

17 A They did not.

18 Q Okay. And to your knowledge, they were never married
19 or anything like that.

20 A They were not married, to my knowledge.

21 Q Okay. Okay. So -- but she was telling you about how
22 she was taking your father -- if I understand your
23 testimony correctly, she was taking your father to
24 appointments to address these cognitive issues.

25 A I don't know. No, she never said -- she would -- she

1 never told -- would tell us anything.

2 Q Okay. So, tell me -- I asked you a second ago -- and
3 I'm not trying to trip you up. I'm just trying to
4 understand your answer. I asked you what steps you
5 took in 2010 when you started noticing these cognitive
6 issues, and you said that you spoke with Ms. Krohn, and
7 she was going with him to the appointments.

8 A Yes.

9 Q Expand on that for me, then.

10 A She went with him to his appointments and she did
11 follow-up visits. But she -- even if asked, she would
12 not tell us what was going on with him.

13 Q Okay.

14 A And during this time, too, my father suffered with his
15 spinal stenosis. He was -- he lived in chronic pain,
16 and he took the narcotic oxycodone for that pain.

17 Q Okay.

18 A And so I thought, well, you know, maybe some of the
19 cognitive issues could be related to the medication
20 that he was on, but I wanted him to be checked out.

21 Q Okay. So, what additional steps did you take to make
22 sure he was checked out?

23 A Other than asking Ms. Krohn to mention it at his
24 doctors' appointments, I didn't ---

25 Q Okay.

1 A I mean, I could have called his doctors' offices, but
2 they weren't going to tell me. There are HIPAA laws.

3 Q Right. Could you have asked your father for
4 authorization to talk to his doctors?

5 A I could have, but he would not have given it to me,
6 probably.

7 Q Okay. Can you tell me why you think that's the case?

8 A My father was a very proud man, and he just -- I don't
9 think, and I -- I say I don't think. I don't believe
10 Daddy ever realized until 2012 how sick he was. Even
11 though he maybe heard it -- although he was very hard
12 of hearing. So, who knows exactly what he heard?

13 Q Right.

14 A But he didn't want to complain. He was not a
15 complainer, and he didn't want to discuss his health
16 problems.

17 Q Okay.

18 A And if I were to ask him sometimes, you know, "Daddy,
19 what's going on with you?" He would just say, "I'm
20 fine."

21 Q Right.

22 A And you -- as a daughter, you don't press somebody
23 repeatedly. I mean, I wanted to maintain a good
24 relationship with my dad. And, so, I respected his
25 privacy. I didn't always tell him what was wrong with

1 me either.

2 Q Okay.

3 A Because he did not want me to worry.

4 Q Did you worry nonetheless?

5 A Of course, I did.

6 Q Okay. So you do not believe that, even if you pressed
7 him about the matter, he would have been honest with
8 you about -- or forthcoming -- I guess honest is not a
9 good term -- forthcoming about any ailments that he was
10 suffering?

11 A Probably not.

12 Q Okay. And just so I -- I'm not assuming here. None of
13 the cognitive issues that you were observing in your
14 father -- let me take a step back. How often, between
15 February of 2009 to February of 2012, were you
16 interacting with your father? Or -- and -- I'm sorry.
17 January until he went on the cruise, how often were you
18 interacting with your father? If you can, ballpark it.

19 A Yes, I probably would come home every four to six
20 weeks.

21 Q Okay. What about telephone conversations?

22 A Oh, yes, we would call each other.

23 Q How ---

24 A Not every day, but, you know, once or twice a week.

25 Q Okay. And how long would these conversations typically

1 last?

2 A Five to ten minutes.

3 Q Okay. And that's five to ten minutes solely with your
4 father, or were there other people that you would talk
5 to that may be in the residence? For example, if
6 Phyllis answered the phone, would you speak with her
7 and then to speak to your father?

8 A Typically, my conversations were solely with my dad.

9 Q Okay. So, but between -- based on the number of
10 interactions and the frequency of the interactions
11 between February of 2009 until January of 2012, these
12 interactions were sufficient for you to pick up on the
13 fact that, in 2010, he was developing cognitive issues?

14 A Yes.

15 Q Okay. But none of these -- as worried as you were,
16 none of these cognitive issues were of such a magnitude
17 that you took any emergency action on behalf of your
18 father?

19 A I did not take emergency action, but in November 2011,
20 after we returned from Duke, the week ---

21 Q Let me -- can I -- what were you in Duke for?

22 A That was my father's third surgery for the spinal
23 stenosis.

24 Q Okay. Right.

25 A The week after we returned, which was Thanksgiving

1 week, and my dad was staying at Ms. Krohn's home -- at
2 Phyllis's home. He began speaking in gibberish and was
3 incoherent. And my sister was there, and she insisted
4 that Phyllis and she take him to the emergency room.

5 Q And then what happened?

6 A They ran a series of tests.

7 Q I'm assuming someone took him to the emergency room?

8 A Kathy and Phyllis took him to the emergency room. That
9 is my understanding.

10 Q You weren't there to observe this?

11 A I was back in Columbia, working.

12 Q Okay. So were you there to observe his speaking in
13 gibberish or the behavior?

14 A Not at that -- on that day. My sister called me to
15 tell me.

16 Q Okay. Okay. So this is ---

17 A And she said, "What should we do?" And I said, "You
18 should take him to the emergency room immediately."

19 Q And he also requested to be taken to the emergency
20 room.

21 A No, he did not.

22 Q He did not? So I misunderstand your testimony that he
23 said, "Take me to the emergency room"?

24 A No.

25 Q Okay.

1 A He did not say, "Take me to the emergency room." And
2 if I said that, I need to clarify that.

3 Q I may have misheard you, but go ahead.

4 A Okay. So he was speaking in gibberish and was
5 incoherent. My sister called me and told me what was
6 going on. And she said, "What should we do?" And I
7 said, "Take him to the emergency room immediately."

8 Q And that's what they did.

9 A And that is what they did.

10 Q Okay. And what happened after that?

11 A I believe he was -- they ran a series of -- you know,
12 according to that, they ran a series of tests. They
13 couldn't find anything to indic- -- I mean, that they
14 -- that he had suffered a seizure or some other
15 condition. The tests were inconclusive.

16 Q Let me jump forward in time. Did you ever file a
17 probate action with regard to your father?

18 A We did in 2013.

19 Q 2013. Who filed that on your behalf? Did you use an
20 attorney?

21 A I did.

22 Q Who -- which attorney did you use?

23 A Hannah at the ---

24 Q At McDonald Patrick?

25 A Uh-huh. Hannah Metts.

1 Q Okay. Tell me about the circumstances that -- and this
2 was when -- approximately when in 2013?

3 A Well, the case was in May of 2013. So I believe my
4 sister and I began the preparations for that earlier,
5 like a couple of months beforehand.

6 Q But still in 2013?

7 A Yes.

8 Q So you had a final hearing in May of 2013 on the case.

9 A We did.

10 Q Okay. Tell me about the circumstances that led to your
11 contacting an attorney and filing this probate action.

12 A Okay. So, I'll have to back up just a little bit.

13 Q That's fine. Start wherever you need to.

14 A So, after my father experienced the heart problems on
15 the ship and he was taken to Miami, they -- he
16 underwent two different heart procedures. One ---

17 Q When was that?

18 A I'm sorry?

19 Q When was that?

20 A That was January of 2012.

21 Q Okay.

22 A And he underwent two heart procedures. One was for an
23 ablation of the heart, and one was for a defibrillator
24 and pacemaker implantation.

25 Q Uh-huh.

1 A So there were two procedures.

2 Q Okay.

3 A There were two procedures. And in February of 2012, I
4 received a call from Phyllis that my dad was in the
5 back of an ambulance, being taken to the hospital, that
6 he had collapsed at church and they were using the
7 defibrillator paddles to resuscitate him.

8 Q When was that again?

9 A February of 2012.

10 Q Okay. And this is -- so this is after his return from
11 Florida.

12 A It'd be about three weeks.

13 Q Okay. So he continued to have heart problems.

14 A Oh, yes.

15 Q Okay. So, continue, please.

16 A And he was hospitalized and was deemed unable to return
17 home. And the doctor recommended that he be placed in
18 an assisted living facility so that he could take his
19 -- so that they could be more assured that he would
20 take his medications regularly and as needed.

21 Q Okay. And you were still interacting -- I know this is
22 going to be an obvious question, but let me just ask
23 you this. You were still interacting with your father
24 at this time.

25 A Absolutely.

1 Q Okay. And compared to November of 2011, what was his
2 cognitive level, as best you can estimate it as someone
3 who, you know, doesn't have that kind of degree? Tell
4 me ---

5 A Right. I don't have a medical degree ---

6 Q Yeah, but I'm ask- -- I'm just ---

7 A --- but I can observe.

8 Q Yes.

9 A When -- it was a sharp decline.

10 Q Okay.

11 A When he was in the hospital in Miami, there were times
12 when he was incoherent. There were times when he would
13 speak in gibberish. There were times when he didn't
14 know where he was. There -- he never remembered that
15 he had been in Key West. He did not remember the
16 incident of his having the heart problems on the ship.

17 Q Right.

18 A And his doctor -- his cardiologist and Miami doctor,
19 Jason Jacobson, told us that, by all accounts of what
20 he had been able to determine, Dad should have died on
21 the ship.

22 Q Right. Right.

23 A So his -- at 87 and two surgical procedures, someone
24 doesn't recover.

25 Q Right.

1 A And his health was on a quick decline after that.

2 Q Okay.

3 A After he was in the assisted living facility -- he went
4 to Wesley Commons.

5 Q Can you tell me when he was in the assisted living
6 facility?

7 A Yes, between February -- about the middle of February
8 2012 until May of 2012 ---

9 Q Okay.

10 A --- when he suffered a fall and hit his head and ended
11 up in the hospital, and at that point could no longer
12 return to the assisted living and was determined to
13 need skilled nursing care.

14 Q Okay.

15 A So my sister and I, at that point, did want to -- well,
16 we talked about having him declared incapacitated.

17 Q And is this in May of 2012?

18 A Yes.

19 Q Around -- approximately May of 2012?

20 A Correct.

21 Q Okay.

22 A But she had become his healthcare power of attorney.

23 Q Who is "she"?

24 A My sister, Kathy ---

25 Q Okay.

1 A --- had become his healthcare power of attorney. And
2 ---

3 Q How did she -- can you tell me the circumstances under
4 which she became his healthcare power of attorney?

5 A Yes. When we were in Miami, Ms. Krohn said that,
6 because of the dynamics in our family, that she no
7 longer wanted to be my father's healthcare power of
8 attorney or power of attorney.

9 Q Okay. And this is back in early January of 2012?

10 A Well, it was probably toward the middle or end of
11 January.

12 Q Middle of January? Okay.

13 A Uh-huh. Or toward the end of January.

14 Q Okay.

15 A And so, in February, unbeknownst to me, my sister
16 became his healthcare power of attorney.

17 Q Okay. Do you have -- do you take any particular issue
18 with that designation?

19 A No.

20 Q Okay. Do you believe that it was invalid for him to
21 give a healthcare power of attorney to your sister in
22 February of 2012?

23 A I don't know because I wasn't there.

24 Q What I'm saying is, based on your interactions with
25 your father, do you believe that he had any capacity

1 issues with giving her -- with competently giving her
2 healthcare power of attorney? Do you believe he was of
3 sound mind to give her a power of attorney in February
4 of 2012?

5 MS. MERRILL: Object to the form.

6 THE WITNESS: I don't know.

7 BY MR. NASROLLAHI:

8 Q You don't know.

9 A Because I was not there for the conversation between my
10 father and my sister, and I was not present for that.

11 Q Okay. So let's jump back to May of 2012 when you two
12 were talking. He -- it was determined he needed
13 skilled healthcare.

14 A Right.

15 Q Tell me more about that. Continue from there. I'm
16 sorry. I made you circle back a little bit.

17 A Okay. Well, he was very frail at that point and,
18 again, was -- you know, would have periods of being
19 coherent and incoherent. And, so, because my sister
20 was living in Greenwood and was available to take him
21 to his doctors' appointments, then she managed his care
22 at the nursing home with my, of course, talking to her
23 about it, and also talking to the nursing home myself
24 and visiting him there.

25 Q Right. Right.

1 A So we decided that we would put off putting the
2 incapacity hearing until -- unless his condition
3 worsened.

4 Q Okay. So, at that time, just -- at that time, you did
5 not believe that his condition had gotten to such a
6 degree that you felt it necessary to go to court.

7 A That's correct.

8 Q Okay. And ---

9 A Well, because he was in a place. He was in the nursing
10 home where his care could be monitored and taken care
11 of.

12 Q Okay. Well, let me ask you this then. At that time,
13 you did not believe the circumstances warranted going
14 to court for any determination of incapacity.

15 A No, because I really didn't want to put my father
16 through that at that point.

17 Q Okay. That's fine. So, continue from there.

18 A Then -- but then we began to find out that Ms. Krohn
19 would go to the nursing home and take my father out of
20 the nursing home to go to medical appointments without
21 telling my sister.

22 Q Okay.

23 A And at that point, we decided that we needed to take
24 action to prevent that from happening.

25 Q Around when was this?

1 A It was in the late winter, early spring of 2013.

2 Q Okay. Okay. And for approximately how long do you
3 understand it that Ms. -- that Phyllis was taking your
4 father to medical appointments?

5 A Several times.

6 Q Several times. Were these unauthorized medical
7 appointments, or were these appointments that he was
8 going to have nonetheless?

9 A They -- to my knowledge, they were appointments he
10 would have had nonetheless, but my sister was not being
11 called by the nursing home to take him.

12 Q Okay. Are you aware of anything that was put in place
13 where it was required that she be notified?

14 A No.

15 Q And at that time, he had not been declared
16 incapacitated?

17 A He had not.

18 Q There was no guardian appointed for him?

19 A Not at that time.

20 Q Okay. So, again -- are you aware of anything that
21 would -- outside of the nursing home, that would
22 require Phyllis to take your father to a medical
23 appointment?

24 A There would be no reason for her to take him to a
25 medical appointment.

1 Q Okay. But I'm -- my question is this. Are you aware
2 of anything, rule, regulation, statute, policy ---

3 A Oh, I see what you're saying.

4 Q --- anything that would require -- you know, something
5 signed by your father, something signed by your sister,
6 anything of that nature that would require Phyllis to
7 tell your sister that she was taking your father to a
8 -- to a routine medical appointment?

9 MS. MERRILL: Object to the form.

10 THE WITNESS: No, I don't believe that there was
11 anything in place, except that the nursing home had
12 papers that were filled out that my sister was his
13 healthcare power of attorney and his individual to be
14 contacted regarding healthcare matters such as
15 appointments.

16 BY MR. NASROLLAHI:

17 Q Okay. And what was his cognitive condition around that
18 time between the -- let's say November of 2012 until
19 you and your sister made the decision to file for
20 incapacity through the probate court?

21 A Sometimes he would be fine, and sometimes he wouldn't.

22 Q Was that a change in condition from between May of 2012
23 to December of 2012?

24 A There was a progressive decline.

25 Q Okay. So, you -- was -- so, in May of 2012, you and

1 your sister decided that the circumstances did not
2 justify going to probate court. But what other
3 factors, other than Ms. -- than Phyllis taking your
4 father to these appointments, what other factors
5 influenced your decision in late winter, early spring
6 of 2013 to take out paperwork for your father?

7 A We believed that Daddy's condition was worsening, and
8 it was worsening. And that there might be occasions
9 where decisions needed to be made by us, as his
10 daughters, as guardians, and that legally we wanted to
11 be able to make those decisions in concert together
12 and, also, to ensure that someone else was not making
13 decisions for him.

14 Q Okay. And that other person is primarily targeted at
15 Phyllis ---

16 A Correct.

17 Q --- as to making sure that she wasn't making decisions
18 for your father.

19 A That's correct.

20 Q Okay. And was that an overriding concern, making sure
21 that she wasn't making decisions for your father, in
22 your decision to make -- to get probate papers?

23 A No, it wasn't the overriding concern, but it was a
24 concern.

25 Q Okay. And up until that point, as far as you are

1 aware, Henry Dorn had a durable power of attorney and
2 was authorized to handle your father's finances.

3 A That's correct.

4 Q And your sister had a healthcare power of attorney. So
5 she was able to make healthcare decisions for him.

6 A That's correct.

7 Q Okay. Explain to me why, then, you felt it necessary
8 to have a guardian and conservator appointed for your
9 father.

10 A Because -- I think I answered that, but we were
11 concerned that my father's condition was worsening, and
12 that there may be times that decisions would need to be
13 made, and by the two of us in concert with each other.

14 Q Right.

15 A And to ensure that he was protected.

16 Q Right. But you already had the healthcare power of
17 attorney, no?

18 A My sister had the healthcare power of attorney.

19 Q Okay. And it was a durable healthcare power of
20 attorney; correct?

21 A That's my understanding.

22 Q And is it your understanding that a durable healthcare
23 power of attorney survives your father's incapacity?

24 A No.

25 Q No, that's not your understanding?

1 A I just don't -- I don't know.

2 Q Okay. But you applied for a conservatorship and a
3 guardianship nonetheless.

4 A We did.

5 Q Okay. Let me -- bear with me for just one second.

6 A Sure.

7 Q Did you ever -- when did you first become aware that
8 your sister had obtained a healthcare power of attorney
9 from your father?

10 A It was, I believe, the end of February. She called to
11 tell me.

12 Q Okay. And at that point, did you have any reason --
13 and at that point or any later point, did you have any
14 reason to contest her healthcare power of attorney?

15 A I was fine with her being his healthcare power of
16 attorney.

17 Q Okay. So, you -- there's no question in your mind that
18 it was a validly given power of attorney by your
19 father?

20 A No, I don't have any reason to believe that.

21 Q Okay. I'm going to have that marked.

22 (MARKED FOR IDENTIFICATION, DEFENDANT'S EXHIBIT
23 NUMBER 1, POA - WACHOVIA, ATTACHED.)

24 BY MR. NASROLLAHI:

25 Q I'm just going to pass these arounds. I'm going to put

1 an extra copy right here in the middle, but this is the
2 one I'm going to give you.

3 A Okay.

4 Q Can you identify the document that is marked as
5 Plaintiff's [sic] Exhibit 1 or ---

6 A Yes, I see this.

7 Q Okay.

8 A I mean, I recognize it.

9 Q Okay. Can you tell me what that document purports to
10 be.

11 A It is a document in which my father gave Ms. Krohn the
12 power of attorney to manage his financial affairs with,
13 at that time, Wachovia Bank.

14 Q Okay. And can you turn to the last page of the
15 document and tell me if it provides you with the
16 information to let you know when this document purports
17 to have been executed?

18 A It was on January the 26th, 2009.

19 Q Okay. And tell me what, if any, issues you have with
20 this power of attorney.

21 A In what respect?

22 Q Any respect. Is there any ---

23 A Okay.

24 Q Is there anything that gives you pause about this power
25 of attorney?

1 A Well, I believe it to be a legal binding document.

2 Q So you believe that this document is valid?

3 A I do.

4 Q Okay. And any actions taken by Phyllis, pursuant to
5 the powers given under this power of attorney, would be
6 valid?

7 A To the best of my knowledge.

8 Q Can you tell us just real quick -- and I'm not trying
9 to put you on the spot. I just want to make sure I
10 know where our baseline is. Tell us, as best you can,
11 what is a power of attorney?

12 A A power of attorney, in my nonlegal understanding,
13 gives someone the right to -- depending on whatever the
14 power of attorney is for -- in this case to transact
15 financial business at what was then Wachovia Bank, for
16 my father.

17 Q Okay. So she would have been able to -- so long as she
18 was acting with your father's best interest in mind, or
19 whatever the legal standard is, she would have been
20 able to transact business as if she were your father.

21 A Right.

22 Q Okay. And these are -- we've seen all these exhibits
23 from the ---

24 A Sure.

25 Q --- from Phyllis's depositions -- deposition.

1 (MARKED FOR IDENTIFICATION, DEFENDANT'S EXHIBIT
2 NUMBER 2, POA - USAA, ATTACHED.)

3 BY MR. NASROLLAHI:

4 Q I'm going to hand you what's been marked Plaintiff's
5 Exhibit 2. Can you tell me what this document purports
6 to be?

7 A This purports to be a power of attorney.

8 Q Okay.

9 A For USAA.

10 Q And on the second to last page, can you tell me what
11 date it purports to have been executed?

12 A It was executed on the 26th of 2089.

13 Q Okay. And on the next page ---

14 A Which was -- you know, my -- that's my -- I believe
15 that's my father's handwriting. So he was being a
16 little bit optimistic in taking us into the future.

17 Q And on the next page, there's a notary there that
18 indicates that it was executed on a certain date. Can
19 you tell us what date that indicates?

20 A That date indicates that it was twen- -- the 26th of
21 January, 2009.

22 Q Okay. And who is the notary on that?

23 A The notary is a woman named Marie Marshall.

24 Q Okay. And if we go back to the last page of
25 Plaintiff's 1 -- that's the ---

1 A I'm sorry. Say that again.

2 Q The Plaintiff's 1, the Wachovia Power of Attorney,
3 let's go to the last page on that.

4 A Yes.

5 Q Is that not the same notary on that power of attorney?

6 A It is the same.

7 Q Okay. Is there any reason for you to believe that this
8 power of attorney that -- I'm now referring to
9 Plaintiff's Exhibit 2. Is there any reason that you
10 have to believe that this is an invalid power of
11 attorney?

12 MS. MERRILL: Objection

13 THE WITNESS: I don't know.

14 BY MR. NASROLLAHI:

15 Q You don't know?

16 A Well, I say I don't know. I mean, I haven't -- it --
17 are you saying the Wachovia one or the USAA one?

18 Q I'm talking about Plaintiff's Number 2, the USAA Power
19 of Attorney.

20 A Well, let's see. My father signed it on the -- in
21 2089. I believe that having an incorrect date is a
22 concern.

23 Q Okay. Is it? Okay.

24 A Well, and the power of attorney -- I mean, not power of
25 attorney, but the notary was Marie Marshall.

1 Q Uh-huh.

2 A I don't know. It's -- and maybe it has to do with
3 something that -- a banking issue or a business issue,
4 but it's interesting to me that Wachovia noted that
5 California, Florida and South Carolina require two
6 witnesses, and yet there's only one witness ---

7 Q And hold on. Let me -- you're pointing to the language
8 on the left-hand side of the upper right corner of the
9 final page of Plaintiff's Exhibit 1. Is that the
10 language that you're pointing at?

11 A It is.

12 Q Can you read this bold underlined language for the
13 record.

14 A "California, Florida and South Carolina require two
15 witnesses."

16 Q Okay. And you're -- and so that ---

17 A And the USAA Power of Attorney only required -- or only
18 has the one signature of Marie Marshall, the notary
19 public.

20 Q Uh-huh. Okay. So, any other reasons to believe it's
21 invalid?

22 A No other reasons ---

23 Q Okay.

24 A --- other than the question of whether there should be
25 one or two witnesses, and the fact that my father

1 signed it on the 26th day of 2089.

2 Q Okay. And since they are the notary ---

3 A Which was not caught by the notary, apparently.

4 Q Okay. Right. But the notary expresses a date of
5 January 26, 2009, and it's the same notary on both
6 documents. Is that not correct?

7 A That is correct.

8 Q Okay. Is it a safe assumption, or would you have any
9 reason to disagree with me, to say that these documents
10 are executed at or around the same time on the same
11 day?

12 A I believe they probably were.

13 Q Okay. Do you have any information that would lead you
14 to believe that they were not executed at or around the
15 same time on the same day?

16 A No.

17 Q Okay.

18 (MARKED FOR IDENTIFICATION, DEFENDANT'S EXHIBIT
19 NUMBER 3, HEALTHCARE POA, ATTACHED.)

20 BY MR. NASROLLAHI:

21 Q Just take that one.

22 A Thank you.

23 Q You've been handed Plaintiff's Exhibit Number 3. Can
24 you tell us what that document purports to be.

25 A It purports to be a Healthcare Power of Attorney ---

1 Q Okay.

2 A --- of my father giving the Healthcare Power of
3 Attorney to Ms. Krohn.

4 Q Okay. And let's turn to the last page of Plaintiff's
5 Exhibit 3. It's the exact same notary?

6 A It is.

7 Q Okay. And it was -- this document purports to have
8 been executed, again, on the 26th day of January, 2009.

9 A Correct.

10 Q Okay. Do you have any reason to believe that this
11 power of attorney is invalid?

12 MS. MERRILL: Objection.

13 THE WITNESS: I don't have any particular reason
14 to believe it. It appears that the three were all
15 signed at the same time.

16 BY MR. NASROLLAHI:

17 Q Okay. So, again, before I move on, there's no reason
18 that you can think of that this document would be
19 invalid?

20 A No.

21 Q Okay.

22 A I do want to -- may I go back for just a moment?

23 Q Absolutely.

24 A On Exhibit 2, the USAA Power of Attorney.

25 Q Okay.

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1 A The social security number for my father is missing a
2 digit.

3 Q Okay. It looks like it's missing two digits. Oh, no.
4 I'm sorry. Just one.

5 MS. MERRILL: I'm sorry. What exhibit?

6 BY MR. NASROLLAHI:

7 Q I'm sorry. I was looking at USAA member number.

8 A Or maybe it's -- or maybe it's -- I'm just not really
9 sure. Usually, it's written as three numbers, two
10 numbers and four numbers. So, I don't know. But it's
11 written three numbers, three numbers and three numbers.

12 Q Uh-huh. But ---

13 A And some ---

14 Q It's -- it purports to have your social security number
15 in that document. Is that a correct social security
16 number?

17 A In the one for ---

18 Q I'm looking at the very -- on the second page, first
19 paragraph, where it lists you as the alternate power of
20 attorney. We're looking at the second page of Exhibit
21 2.

22 A Oh, well, I was speaking of USAA. I'm sorry. You're
23 -- are you -- so ---

24 Q No, we're talking about the same document, Exhibit 2.
25 Okay. Second page. Okay.

1 A Oh, yes.

2 Q Right here ---

3 A I see that. Yes.

4 Q --- it says -- it lists your social ---

5 A I'm sorry.

6 Q --- security number. Is that a correct social security
7 number?

8 A It is.

9 Q Okay. I'm not going to have you read it into the
10 record because I don't want to ---

11 A I understand.

12 Q That's not the point of this.

13 Is that your father's handwriting?

14 A I don't think so.

15 Q Okay. So -- and I believe you heard Ms. -- you heard
16 Phyllis's testimony at her deposition that that
17 appeared to be her handwriting.

18 A Yes.

19 MS. MERRILL: Can you clarify? Are you talking
20 about all of this on here or just where the social
21 security number is written?

22 MR. NASROLLAHI: What, the handwriting?

23 MS. MERRILL: Yeah, when you're asking about the
24 handwriting, I'm just making sure I understand.

25 MR. NASROLLAHI: All right. Sure.

1 BY MR. NASROLLAHI:

2 Q Does the handwriting that appears to be -- okay. This
3 document is a boilerplate; correct? As far as it
4 appears to you?

5 A Yes.

6 Q Okay. And there are blanks inserted for the person to
7 complete; correct?

8 A Correct.

9 Q Okay. And it would appear, as best you can tell, that
10 the handwriting in each of these blanks comes from the
11 same person, as best you can tell.

12 A As best I can tell.

13 Q Okay. And, so, when I say the handwriting in these
14 blanks on this page, I'm specifically referring to this
15 first paragraph on page 2 of Exhibit 2. Okay?

16 A Uh-huh.

17 Q You were present at Phyllis's deposition, where she
18 said that that appeared to be her handwriting.

19 A Yes.

20 Q And do you have any reason to dispute that that would
21 be her handwriting?

22 A I'm not an expert, but it appears to be her
23 handwriting.

24 Q And do you have any facts in existence, to your
25 knowledge, that would lead you to believe or in any way

1 reasonably question whether that's her handwriting?

2 A No, I do not.

3 Q Okay. Is it safe to assume that information was
4 provided to her to complete this form?

5 A Yes.

6 Q Okay. And the likely source of that information was
7 your father.

8 A It could have been my father, or it could have been my
9 sister.

10 Q Okay. So I -- in other -- this is not information --
11 for example, your social security number would not be
12 information, as best you can tell, that Phyllis would
13 have had in any other -- for any other reason.

14 A Correct.

15 Q Okay. I'm sorry. Did I cut you -- you were pointing
16 out things in that document.

17 A No, I just was look- -- at first, it appeared to me
18 that perhaps the social security number was lacking a
19 digit. But I -- it's just written in a different form
20 than the other social security numbers on this
21 document.

22 Q Right. To the best of your knowledge, is that your
23 father's social security number?

24 A I don't know.

25 Q Okay.

1 A I mean, I would have to look at another -- I would have
2 to look at another source to determine it. I never
3 memorized my father's social security number.

4 Q I understand.

5 A And prior to this, I was my father's power of attorney.

6 Q Okay. So, Exhibits 1 and 3, you have -- there are no
7 facts that appear to you that lead you to believe that
8 those documents are invalid.

9 A Well, I have ---

10 Q And I'm speaking ---

11 A --- expressed my -- 1 and 3.

12 Q The Wachovia and the general Healthcare Power of
13 Attorney.

14 A No.

15 Q No, meaning?

16 A That I don't have any reason to believe that they are
17 not valid.

18 Q Okay. And the ---

19 MS. MERRILL: And we're talking about Exhibit --
20 just to clarify, we're talking about Exhibits 1 and 3;
21 right?

22 MR. NASROLLAHI: Correct. The Wachovia Power of
23 Attorney and then the Healthcare Power of Attorney.

24 BY MR. NASROLLAHI:

25 Q And I know I've asked this question before, but I just

1 want to make sure that, before we move on to other
2 things, I'm absolutely clear in your answer, your
3 response. With regard to Exhibit 2, you are given
4 pause by the date where it says 2089.

5 A Yes.

6 Q And the fact that there's only one witness to this
7 document.

8 A Correct.

9 Q Okay. That gives you pause. Those are the only pieces
10 of evidence that you are aware of, that give you
11 concerns about whether that's a valid power of
12 attorney?

13 A Those are two concerns that I have.

14 Q Okay. Let me turn your attention back to the final
15 page of Exhibit 1.

16 A Okay.

17 Q And the final page of Exhibit 3. And let's start with
18 Exhibit 3. Can you tell me the names of the two
19 witnesses?

20 A On Exhibit 3, the two witnesses were Cynthia Butler and
21 Marie Marshall.

22 Q Okay. And Cynthia Butler's signature appears to --
23 appears on the final page of Exhibit 1 as well;
24 correct? She is listed as a witness.

25 A Yes, she is.

1 Q Okay.

2 A She and Ms. Marshall.

3 Q So the -- so it is safe to say that Exhibits 1 and 3
4 have the same witnesses.

5 A Yes.

6 Q Okay. And, again, when asked, it appears that all of
7 these documents were signed by your father at or around
8 the same time?

9 A It does appear to be that.

10 Q Okay. Do you have any ---

11 A Although ---

12 Q Yes.

13 A I don't know if -- I mean, I don't know at what point
14 Ms. Butler may have been called in to be a witness.

15 Q Correct. So do you have any reason to believe that she
16 may not have been standing there when he signed Exhibit
17 2?

18 A I don't know, but ---

19 Q Okay. And do you have any reason to believe that she
20 was -- do you have any evidence, whatsoever, to form an
21 opinion about whether Ms. Butler was standing in the
22 room or not?

23 A I have no evidence.

24 Q Okay.

25

1 A I have always wondered why ---

2 Q Hold on. She's got -- she can't transcribe while she's
3 marking.

4 A Oh, okay.

5 Q Yeah.

6 A I'm sorry.

7 Q That's fine.

8 (MARKED FOR IDENTIFICATION, DEFENDANT'S EXHIBIT
9 NUMBER 4, CHANGE OF BENEFICIARY, ATTACHED.)

10 BY MR. NASROLLAHI:

11 Q Okay. I'm sorry. Continue what you were saying.

12 A Okay.

13 Q You have always wondered why ---

14 A Why these documents were signed at what appears to be
15 Self Regional Hospital, when my father had an attorney
16 of more than two decades and also an accountant of more
17 than three decades -- why Ms. Krohn and my dad went to
18 the hospital to have those signed. Not that there's
19 necessarily anything wrong with it, but it just seems
20 odd to me.

21 Q Tell me -- well, I guess this is a good place to ask
22 this. What do you know about your father's financial
23 affairs?

24 A You mean then?

25 Q At any time.

1 A At any time? Well, I didn't know everything.

2 Q Okay.

3 A But I knew that he had investment accounts, and I knew
4 that he had banking accounts, and -- if that's what
5 you're asking.

6 Q Are you aware of the details of how he regularly
7 transacted business?

8 A Well, until my mother died, my mother transacted the
9 majority of business in the household.

10 Q Okay. Is she a licensed attorney?

11 A She paid the -- no, she wasn't.

12 Q Okay. Is she a licensed accountant?

13 A No, she wasn't.

14 Q Okay. So the -- your prior statement about how he had
15 professionals handle transactions on his behalf does
16 not -- it excludes your mother.

17 A Well, it excludes my mother in the sense that my mother
18 managed the household account. She did not manage his
19 investment accounts or his stock accounts or ---

20 Q Right.

21 A They had professionals to do that, and they depended on
22 -- he and she depended on attorneys and accountants.

23 Q Okay. And what do you base that on?

24 A That I know they had a professional relationship with
25 Mr. Manning, Peter Manning, and also with Mr. Henry

1 Dorn.

2 Q Okay. Are you aware of every business transaction that
3 either one of them conducted through either Mr. Dorn or
4 Mr. Manning?

5 A Of course not.

6 Q Okay. Is it conceivable that they did, in fact, engage
7 in business transactions without consulting with a
8 professional?

9 A It may be conceivable.

10 Q Okay. Do you have any evidence that you can submit
11 demonstrating that, under no circumstances, would they
12 have, either one of them, ever have entered into any
13 kind of transaction without facilitating it through a
14 professional like you've discussed?

15 A I don't know.

16 Q Okay. And you have testified that you are not -- how
17 familiar with you -- how familiar are you with the sum
18 total of the business transactions that either your
19 father or your mother engaged in over the course of
20 their lives together?

21 MS. MERRILL: Object to the form.

22 THE WITNESS: Well, I imagine that it would have
23 been considerable concerning that -- considering that
24 my father had a dental practice where he employed
25 people, my mother worked in his office. She would make

1 deposits. She would withdraw money.

2 MR. NASROLLAHI: Right.

3 THE WITNESS: She -- I mean, she ran the household
4 -- she managed the household accounts.

5 BY MR. NASROLLAHI:

6 Q Right. But how familiar with these transactions are
7 you?

8 A Well, as I was his daughter and -- I would not have --
9 and I would not have access to everything that they
10 did.

11 Q Okay. So ---

12 A So, a passing.

13 Q A passing. Okay. So, when you say that you find it
14 unusual that they did not -- that on this particular
15 date back in 2009, that he did not use an attorney to
16 complete these documents, that is based on what degree
17 of familiarity with his business transactions?

18 A I know that over the years, if there were powers of
19 attorney or ---

20 Q Right.

21 A --- and their wills, significant documents, that they
22 went to lawyers or accountants to have those -- to draw
23 up those documents and have them witnessed and signed.

24 Q Are you testifying that, in every instance that they
25 needed some sort of power of attorney or will or some

1 other document that needed to be signed, that they used
2 an attorney; or are you testifying to the occasions
3 that you have knowledge of where they used an attorney
4 for these documents?

5 A I'm speaking of the occasions.

6 Q Okay. And you testified that you only had a passing
7 familiarity with his business transactions.

8 A On a day-to-day basis.

9 MR. MERRILL: Objection.

10 BY MR. NASROLLAHI:

11 Q Okay. On a day-to-day bas- -- passing.

12 A Uh-huh.

13 Q Okay. Let's look now at Exhibit 4. Can you identify
14 this document?

15 A Yes.

16 Q Okay.

17 A I don't know about the -- I mean, I've seen this FedEx
18 form.

19 Q Okay. What does the document purport to be?

20 A This document purports to be a change of beneficiary
21 form.

22 Q Okay. Let's -- I got a little ahead of myself. Let's
23 put that one aside, and let's look at Exhibit -- what's
24 going to be marked Exhibit 5.

25 (MARKED FOR IDENTIFICATION, DEFENDANT'S EXHIBIT

1 NUMBER 5, BENEFICIARY, ATTACHED.)

2 THE WITNESS: Okay.

3 BY MR. NASROLLAHI:

4 Q All right. What does this doc- -- what does Exhibit 5
5 purport to be?

6 A Exhibit 5 is a document from the year 2007.

7 Q Okay.

8 A In which my father did a beneficiary form for his
9 retirement account.

10 Q Okay. Are you aware of any previous designations by
11 your father with regard to, you know, who was --
12 similar to this document with regard to USAA?

13 A No.

14 Q Okay. And looking at the handwriting on this first
15 page.

16 A Yes.

17 Q Whose handwriting does it appear to be?

18 A That appears to be my father's handwriting.

19 Q Okay. And let's turn to the next page. Does that
20 appear to be your father's signature?

21 A It does.

22 Q Okay. Do you have any reason to dispute that your
23 father completed this document and signed it?

24 A No.

25 Q Or whatever the original document was, do you have any

1 reason ---

2 A No.

3 Q Okay. Turning back to Exhibit 4, it appears to be --
4 as far as the form is concerned, it appears to be the
5 exact same form.

6 A You're asking me if the form ---

7 Q Not the handwriting on the form, but the actual form.
8 Does this appear to be an almost identical form?

9 A It does.

10 Q Okay. But the handwriting is different?

11 A Yes, and the information is different.

12 Q Okay. And you were present at -- again, I keep asking
13 if you were present, but do you recall at Phyllis's
14 deposition where she admitted that that appeared to be
15 her handwriting?

16 A On Exhibit 4.

17 Q Correct.

18 A Yes.

19 Q Okay.

20 MS. MERRILL: And we're looking at the first page?

21 MR. NASROLLAHI: That's right.

22 MS. MERRILL: I just want to clarify.

23 MR. NASROLLAHI: Yeah, that's fine.

24 BY MR. NASROLLAHI:

25 Q There does not appear to be any other person's

1 handwriting on this -- on the first page of Exhibit 4.

2 A No.

3 Q Specifically, it does not appear that your father's
4 handwriting appears on the first page of Exhibit 4.

5 A That is not my father's handwriting.

6 Q Okay. And on the second page, everything except for
7 the signature line, it appear- -- the handwriting on
8 that page appears to be the same as on the first page.

9 A Yes.

10 Q Okay. And, again, that's handwriting that Phyllis
11 admitted was hers.

12 A Yes.

13 Q Okay. And it change -- this document purports to
14 change the beneficiaries from the 2007 document to
15 different designees.

16 A It does.

17 Q Okay. And it changes -- you -- and the 2007 document
18 -- and I'm referring to Plaintiff's 5 -- listed you and
19 Kathy -- or you and Kathy's trust as the beneficiaries
20 of any retirement account.

21 A That's correct.

22 Q Okay. And this page -- the first page of Plaintiff's 4
23 changes it to Kathy's children.

24 A Correct.

25 Q Okay. And let's talk about the signature on the next

1 page of Plaintiff's 4.

2 A Okay.

3 Q Tell me the issues that you have with that signature.

4 A Well, if you look at the signature that's on Exhibit 5,
5 it's a very strong signature. And this one is very
6 wobbly and slants.

7 Q Okay.

8 A So my concern is that I don't know if that's my dad's
9 signature.

10 Q Okay. And this document purports to have been signed
11 on January 23, 2012.

12 A Yes, that ---

13 Q That would be ---

14 A And ---

15 Q I'm sorry.

16 A And that is in Ms. Krohn's handwriting.

17 Q The 1-23-2012?

18 A It is.

19 Q Okay. And that would be just under two weeks after
20 your father experienced his heart problem on the cruise
21 ship.

22 A He experienced -- yeah, it was -- yes, two weeks.

23 Q Okay. And he had just gone -- undergone two heart
24 procedures -- two heart surgeries in Florida.

25 A Yes, he had.

1 Q Okay. And do you believe there's any reason why those
2 conditions may have affected the signature -- his
3 signature?

4 A You mean his ability to write?

5 Q Right.

6 A Possibly.

7 Q Okay. Would you expect, looking at -- given your
8 knowledge of the facts, specifically what your father
9 had just gone through and his state at that -- on
10 January 23, 2012, would you expect a clear signature?

11 A I would -- this -- okay. So the 23rd, the date that it
12 was signed, was the day after they returned from the
13 cruise.

14 Q Okay.

15 A So he was taking pain medication. He was probably
16 taking other types of medication to regulate his heart.
17 So, his signature possibly was different.

18 Q Okay.

19 A But I wasn't there to see him sign it, so I don't know.

20 Q Well, my question to you is, based on all those facts
21 that you just mentioned, would you expect his signature
22 to look normal?

23 MS. MERRILL: Objection.

24 THE WITNESS: I don't know.

25 BY MR. NASROLLAHI:

1 Q It sounds to me, though, you're looking at this and
2 saying, "This doesn't look like his normal signature.
3 So, I can't tell if it's really his." So I can only
4 take away from that that you are expecting it to look
5 normal.

6 A I would have expected it to not look like this.

7 Q What would you have expected it to look like?

8 A I would not have expected it to be as wobbly and, you
9 know ---

10 Q Well ---

11 A --- as shaky.

12 Q So, again ---

13 A I would have expect- -- if my father were signing this
14 document, given the condition that he was in at the
15 time, I'm not sure how he would have signed it.

16 Q Okay.

17 A And I wasn't there to see it.

18 Q Right.

19 A It could have been wobbly or it could not have been.
20 My father was -- you know, as Ms. Krohn said in her
21 deposition, that she began signing things for him
22 because he could no longer write.

23 Q Okay.

24 A He suffered from peripheral neuropathy.

25 Q Okay. And he was already on oxycontin for that.

1 A Not for the peripheral neuropathy.

2 Q For the ---

3 A That was for the spinal stenosis.

4 Q Spinal stenosis. I'm sorry. I got the two confused,
5 but he was already on pain medication.

6 A Uh-huh.

7 Q And, so, he was taking additional pain medication and
8 was -- I believe, as Phyllis testified, he was already
9 very weak at the time -- in the month of January;
10 correct?

11 A He was.

12 Q Okay. So, tell me again what is it about this
13 signature that leads you to believe that it is not his
14 signature? What specific facts do you have that you
15 believe demonstrates that it is not your father's
16 signature?

17 MS. MERRILL: Objection.

18 THE WITNESS: I think I've answered that question.
19 It ---

20 BY MR. NASROLLAHI:

21 Q No. No. You've told me why you think you can't tell
22 that it is, in fact, his. Now I want you to tell me --
23 you -- I've asked you if you could recognize his
24 signature. You've not been able to confirm that it's
25 his signature. I want you to now tell me why you think

1 it might be someone else's signature.

2 A Well, I have no knowledge that it is his signature.

3 Q That's not my question.

4 A Okay.

5 Q My question is what specific facts can you tell me --
6 and if the answer is none, that's fine. What specific
7 facts can you give me that demonstrate in any concrete
8 way that that is not your father's signature?

9 A I can't give you concrete facts.

10 Q Okay.

11 A But I can say that, at the time that this document was
12 signed, the day after they returned from the cruise --
13 we returned from the cruise, because we returned at the
14 same time, my father had been a very sick man. In the
15 days leading up to the signing of this document, there
16 were numerous times when he was incoherent and not able
17 to speak, not able to reason, not able to think on his
18 own.

19 Q Okay. And do you have any evidence that leads you to
20 believe that your father was incapable of physically
21 expressing a signature?

22 A I don't have evidence of that.

23 Q Okay. Are you saying that your father was physically
24 incapable of expressing his signature on January 23,
25 2012?

1 A And by expressing, do you mean writing?

2 Q Writing, indicating in any shape or form that the mark
3 that is on a piece of paper stands for his signature.

4 A I cannot say definitively that this is or is not my
5 father's signature.

6 Q I want you to listen to my question.

7 A Okay.

8 Q My question is are you saying, are you testifying, are
9 you alleging that your father, on January 23, 2012, was
10 incapable of signing his name?

11 A I am alleging that.

12 Q You are alleging that. So you are saying that, on
13 January 23, 2012, he did not have the physical capacity
14 to sign his name?

15 A Or the mental capacity.

16 Q I'm asking physically.

17 A Physical.

18 Q He physically could not put pen to paper.

19 A I believe that.

20 Q Okay. And tell me about the mental capacity. What
21 leads you to believe that?

22 A Well, my father was very sick.

23 Q Okay.

24 A And he was confused. And on this beneficiary form, I'm
25 not sure that my father could even have read it because

1 of his glaucoma and his inability to read. And he had
2 quit reading books and newspapers. And it's
3 interesting to me that, when he did the original
4 individual retirement account, he gave the -- he was
5 putting the money into a trust for my sister.

6 MS. MERRILL: And just to clarify, you're talking
7 about Exhibit 5?

8 THE WITNESS: Yes, I am.

9 MS. MERRILL: Thank you.

10 MR. NASROLLAHI: Yeah, I think we're -- wait, no.
11 We're talking about Exhibit 4. Oh, no. Sorry. Sorry.
12 Sorry. You're correct, Jane.

13 MS. MERRILL: What she just read for us. I just
14 want to make sure we're all on the same page when we go
15 back to read the record.

16 MR. NASROLLAHI: I'm sorry about that.

17 THE WITNESS: Yes, Exhibit 5. Okay.

18 MS. MERRILL: That's the only reason I'm
19 interrupting.

20 THE WITNESS: So, when he did the original
21 beneficiaries, he designated funds for me and he
22 designated funds for my sister's trust to ensure that
23 she would always be taken care of, that there would be
24 money in an account for any healthcare needs that she
25 had.

1 MR. NASROLLAHI: Right.

2 THE WITNESS: On this particular form, it's just
3 listed as -- that the money would go directly to my
4 sister.

5 MS. MERRILL: And when you say on this particular
6 form, now you're talking about Exhibit 4?

7 THE WITNESS: I'm talking about Exhibit -- yes,
8 I'm sorry, Exhibit 4.

9 MS. MERRILL: That's okay. I'm -- just when we go
10 back to read this, I want to make sure it's clear what
11 document.

12 BY MR. NASROLLAHI:

13 Q Wait, where do -- show me where it -- okay. So, on the
14 -- you're saying on the secondary beneficiary it would
15 have just gone to your sister.

16 A Right.

17 Q Okay.

18 A That was -- it was never my father's intent that my
19 sister ever be able to have funds of her own.

20 Q Okay. So you're saying there's no way someone could
21 have read these questions to him.

22 A Possibly.

23 Q Was he capable of expressing an audible response to
24 questions on January 23, 2012?

25 A He could have given an audible response. I don't know.

1 Q Okay. So, it is not impossible that someone read these
2 questions aloud, and he gave a verbal response, and
3 that person or some other person sitting there hearing
4 the responses wrote them down on this form.

5 A That might be possible.

6 Q Okay. When did ---

7 A He might not have understood it.

8 Q When did his incapacity clear up, if ever?

9 A It never -- do you mean his dementia?

10 Q Well, you said that he would -- I'm just trying to
11 figure out, you know -- you said that he was physically
12 incapable -- I'm just trying to delineate what you're
13 testifying in repeating questions here.

14 A Okay.

15 Q You said that he was physically incapable of signing
16 his signature. Did that physical limitation ever clear
17 up? Did he ever reach a state where he was able --
18 ever able to sign his name again?

19 A I don't know.

20 Q Okay. That's ---

21 A I never witnessed him signing anything again.

22 Q That's fine. Okay. When did -- and you said that he
23 was mentally incapacitated or mentally not competent to
24 give his signature. And I'm assuming by signature, you
25 mean his assent to this document. Is that a fair

1 statement?

2 A It is.

3 Q When did -- if ever, when did he become capable of
4 giving assent?

5 A I don't believe he ever did, really.

6 Q Okay. So both -- you believe -- so I'm clear, with
7 regard to Plaintiff's 4, you believe that he did not in
8 either at some- -- at his request, he did not complete
9 this form.

10 A That's my belief.

11 Q And that he did not -- that signature on the bottom
12 line is not his signature.

13 A I believe that.

14 Q And even if he were to have sign- -- physically signed
15 this document, he would not have had the capacity to
16 give that signature or to give the assent.

17 A I believe that.

18 Q Okay. And January 23, 2012, is prior to the Healthcare
19 Power of Attorney he gave your sister in February of
20 2012.

21 A That's correct.

22 Q And your earlier testimony was you had no basis for
23 challenging her Healthcare Power of Attorney.

24 A I didn't.

25 Q Okay. Even though you just testified that you nev- --

1 you believe that he never regained his capacity to give
2 his assent to a power of attorney.

3 A I know. I mean, but I didn't know she was going to get
4 it and take him to have it done, and I wasn't there
5 that day to see how he was. During -- in February
6 2012, he was -- he still was on a decline.

7 Q Going to -- I'm going to show you now ---

8 MR. NASROLLAHI: Jane, you can have that one.

9 MS. MERRILL: Okay.

10 (MARKED FOR IDENTIFICATION, DEFENDANT'S EXHIBIT
11 NUMBER 6, DURABLE POA, ATTACHED.)

12 BY MR. NASROLLAHI:

13 Q I'm going to show you now what is going to be marked --
14 or what has been marked as Plaintiff's Exhibit 6.

15 A Yes.

16 Q Can you please identify for the record what that
17 document purports to be.

18 A It appears that he was giving a Durable Power of
19 Attorney to Henry Dorn.

20 Q Okay. And based on your earlier statement of what your
21 understanding of a power of attorney is, you believe
22 that, if valid, this document would allow Henry Dorn to
23 engage in transactions on behalf of your father with
24 all legal authority.

25 A That's -- yes.

1 Q Okay. Can we go to the last page of this document --
2 or I'm sorry, not the last page -- second to last page.

3 A Okay.

4 Q Okay. What date does this document purport to have
5 been signed?

6 A The 27th day of February, 2012.

7 Q Okay. And whose signature does that purport to be?

8 A That's my father's signature.

9 Q Okay. And tell me in what ways is that signature
10 different from the signature that's on the final page
11 of -- I mean, on the second to last page of Plaintiff's
12 Exhibit Number 4.

13 A Okay. If you look at the signatures, you can see that
14 the E -- that the name Edward is very different from
15 the Edward on this page.

16 Q Okay.

17 A The L is different.

18 Q How different?

19 A Well, there's not a loop on the one on Exhibit 6 like
20 there is on Exhibit 4. But, you know, sometimes people
21 don't make the same loops. So, I don't consider that.

22 Q So you don't consider the presence or absence of the
23 loop as anything definitive.

24 A No, uh-uh. But it's different, but not, you know --
25 and the signature Petit appears different also.

1 Q Okay.

2 A The signature Petit, to me, appears on Exhibit 6 to be
3 closer to the one on Exhibit 5. But, again, I did not
4 witness any of these.

5 MS. MERRILL: Are you saying Exhibit 5 or Exhibit
6 4?

7 THE WITNESS: Oh, Ex- -- this is -- the Petit on
8 Exhibit ---

9 MS. MERRILL: I was thinking you were comparing it
10 to 4.

11 THE WITNESS: Right.

12 MS. MERRILL: I'm just making sure, again, for the
13 record ---

14 MR. NASROLLAHI: Right.

15 MS. MERRILL: --- we're talking about the -- all
16 on the same page with the documents.

17 THE WITNESS: Right. Uh-huh. Yes.

18 BY MR. NASROLLAHI:

19 Q Okay. So those are the differences you indicate as --
20 and I know you're not a handwriting expert ---

21 A No, I'm not.

22 Q --- but those are the -- that's the evidence you
23 believe shows that -- demonstrates that it is not his
24 signature.

25 A On Exhibit 4.

1 Q Okay. And, again -- so, with regard to Plaintiff's
2 Exhibit 6, do you have any reason to believe that Mr.
3 Petit did not physically sign that document? That Dr.
4 Petit -- excuse me, your father.

5 MS. MERRILL: On which one? I'm sorry.

6 MR. NASROLLAHI: Exhibit 6.

7 MS. MERRILL: Thank you.

8 THE WITNESS: Well, there were two witnesses. So
9 I'm assuming that, because there were witnesses, that
10 that was his signature.

11 BY MR. NASROLLAHI:

12 Q Okay.

13 A I would think ---

14 Q But, again, he -- you do not believe that he had the
15 mental capacity to give assent to this power of
16 attorney.

17 A On that particular day, I don't know.

18 Q Okay. I asked you earlier if you ever -- if he ever
19 regained his ability to -- or his capacity to give
20 assent. You said no following January -- following ---

21 A Oh, I'm sorry. There were times when my father would
22 be more coherent than other times.

23 Q Okay.

24 A And maybe on that day he was more coherent, maybe ---

25 Q To ---

1 A May- -- you know, maybe my sister read through it with
2 him, with the attorney. I don't know. I wasn't there.

3 Q Okay. So, with regard to your earlier answer, do you
4 want to change or qualify your answer about his ability
5 to give assent to legal documents?

6 A I think that my father should not have been giving
7 consent to legal documents at any time after the
8 January -- the heart problems in January.

9 Q Okay.

10 A Did I have -- on this particular day, I don't know
11 whether he was coherent. He must have been. There
12 were two witnesses to it. And they maybe saw something
13 different in my dad that day than I saw. I did not
14 have an objection to Mr. Dorn being his Durable Power
15 of Attorney. I did not have an objection to my sister
16 being his Healthcare Power of Attorney. As to what my
17 father's state of mind was on that day, I do not know.

18 Q Okay. And ---

19 A Apparently, two witnesses thought that he seemed to be
20 of sound mind to sign it.

21 Q Okay. And when you later in 2013 filed your probate
22 action, the probate court determined that this was a
23 duly executed power of attorney.

24 A I believe so.

25 Q Okay.

1 (MARKED FOR IDENTIFICATION, DEFENDANT'S EXHIBIT
2 NUMBER 7, ATTORNEY OF FACT, ATTACHED.)

3 BY MR. NASROLLAHI:

4 Q You are now looking at Plaintiff's Exhibit 7. Can you
5 tell us what this document purports to be?

6 A Well, this is giving Mr. Dorn the rights and that he is
7 a duly appointed and acting attorney in fact for my dad
8 and my mother's trust. And that he is authorized to
9 investigate all accounts in my dad's name so that he
10 could -- yes, so that he could act as my father's power
11 of attorney.

12 Q Okay. In fact, USAA objected to Mr. Dorn serving as
13 the power of attorney after -- or serving in this
14 capacity. Is that not what happened?

15 MS. MERRILL: Objection.

16 THE WITNESS: My understanding is that they --
17 that USAA was withholding the -- Mr. Dorn's ability to
18 review my father's accounts and make transactions on
19 his behalf.

20 BY MR. NASROLLAHI:

21 Q And they did that because of some legal problems Mr.
22 Dorn ran into.

23 A That's correct.

24 Q Okay. But you did not have any issues -- despite his
25 losing his CPA license and being under federal

1 investigation, you had no issue with his continuing to
2 serve?

3 A No, I did not. He had been my father's accountant for
4 more than 30 years and my family had a good working
5 relationship with him. My sister and I also had talked
6 to Mr. Dorn at length about my father's accounts, and
7 this was after February of 2012, and he allayed any
8 concerns that we may have had.

9 Q Okay. And you wanted him, again, to continue serving
10 as his attorney in fact.

11 A I did.

12 Q As your father's attorney in fact.

13 A I did.

14 Q What, if any, actions did Mr. Dorn take with regard to
15 your father's retirement account held by USAA?

16 A He transferred the funds from USAA to Wells Fargo.

17 Q Okay. And to your knowledge, he did that with full
18 legal authority.

19 A He did, to my knowledge.

20 Q Okay. All right. And this was after he was ordered by
21 the probate court to investigate and find out all the
22 funds and plans that your father had?

23 MS. MERRILL: Objection.

24 BY MR. NASROLLAHI:

25 Q I can refer you to the protective order and have you

1 read into the record paragraph 2.

2 A "That Henry Dorn is authorized to and directed to
3 investigate all accounts in the name of Edward L. Petit
4 and in the name of Trust Helen L. Petit (or any
5 variation thereof)." And I'm sorry, your question is?

6 Q Do you have any knowledge that he did not do that?

7 A I have no knowledge that he did not do that.

8 Q Do you have any evidence that he did not perform what
9 he was required to do under that paragraph I just had
10 you read?

11 A I do not.

12 Q Okay. And is it your understanding that Mr. Dorn took
13 the account held by -- the retirement account held by
14 USAA and set up a new account with Wells Fargo?

15 A He did.

16 Q And had all the funds from the Wells Fargo account
17 transferred -- I mean, from the -- excuse me. Strike
18 that.

19 That Mr. Dorn took the funds from the USAA account
20 and funded the Wells Fargo retirement account.

21 A The funds were transferred, yes.

22 Q Okay. So, when your ---

23 MS. MERRILL: Can we take a break? Is that okay?

24 MR. NASROLLAHI: Yeah.

25 (OFF THE RECORD)

1 BY MR. NASROLLAHI:

2 Q I've got to ask you, did you discuss your testimony
3 during this break with any person?

4 A No, I did not.

5 Q Okay. I'm not -- I ask everybody that. So, don't ---

6 A Okay. That's fine.

7 Q Okay. I forgot what my last question, but -- so I may
8 be repeating. So, Mr. Dorn funded the Wells Fargo
9 retirement account with the funds from the USAA
10 account.

11 A That's my understanding.

12 Q That's your understanding. And if that is an accurate
13 description of what happened, you would -- would you
14 have any reason to challenge his authority to have made
15 that transfer?

16 A No.

17 Q Is it your understanding that if he -- if that -- let's
18 assume for these next questions that he did, in fact,
19 transfer the funds from the USAA account to the Wells
20 Fargo account. That if he did that, that it was
21 pursuant to his legal authority under this order and
22 the power of attorney, one or both.

23 A Yes.

24 Q Okay. If Mr. Dorn were to have set up a retirement
25 account at Wells Fargo with different beneficiaries

1 from those designated underneath either of his USAA
2 designation of beneficiaries form -- and I'm talking
3 about Exhibits -- just for reference purposes, the
4 Plaintiff's Exhibits 4 and 5 -- would he have been
5 legally authorized to do that?

6 MS. MERRILL: Objection.

7 THE WITNESS: I don't know.

8 BY MR. NASROLLAHI:

9 Q Okay. Would he -- you don't know whether he would have
10 had the authority to change the beneficiary?

11 A I don't believe he would have had the authority, but
12 I'm not a lawyer and I don't know.

13 Q Okay. If he would have changed the beneficiaries of
14 the account, would you have had a challenge to that?

15 MS. MERRILL: Objection.

16 THE WITNESS: It would -- I'm not sure I
17 understand the question.

18 BY MR. NASROLLAHI:

19 Q Let's say -- I'm speaking hypothetically.

20 A Right.

21 Q That Mr. Dorn were to have changed the beneficiary of
22 the Wells Fargo -- when he set up the account, he would
23 have designated a beneficiary other than those
24 individuals listed in Plaintiff's 4 and/or Plaintiff's
25 5. Would you have had concerns about that?

1 MS. MERRILL: Object to the form.

2 THE WITNESS: I don't know.

3 BY MR. NASROLLAHI:

4 Q Okay. Let's -- okay. Do you believe that when -- do
5 you have -- what is your understanding of Mr. Dorn's
6 authority to open the account at Wells Fargo?

7 A Well, my understanding -- and it may not be right, but
8 that the funds were being transferred from one IRA into
9 another IRA.

10 Q Okay.

11 A I don't know the process of how that happened because I
12 don't know those types of accounting processes. But
13 that's my understanding, is that he accepted the
14 information and funds from USAA and transferred them
15 into Wells Fargo.

16 Q Are you aware of why he even did that?

17 A Yes, I am. I mean, I believe I am.

18 Q Okay.

19 A Because there had been difficulty with him being able
20 to access what I would believe probably was the
21 interest on the IRA that gave him the money to pay --
22 I'm trying to think of this -- excuse me being a little
23 bit slow, but I'm trying to think of this step by step.
24 That he was blocked from going into the USAA account to
25 be able to take the funds, which probably or possibly

1 was the interest from the account, to pay my father's
2 bills; specifically, the nursing home bill and any
3 other medical bills.

4 Q Okay. So, as best you can tell, he made a professional
5 decision to close the USAA account and open the Wells
6 Fargo account.

7 A That's my understanding.

8 Q Okay. And that decision was based on the Wells Fargo
9 account would facilitate what he believed was necessary
10 to provide for your father.

11 A Right. We had a lo- -- he would have had a local
12 contact.

13 Q Uh-huh. But there is no dispute here that whatever
14 steps he took were made based on his professional
15 expertise.

16 A I'm sorry. Ask that question again.

17 Q Is there any dispute that what he did was performed in
18 a professional conduct, in a professional manner?

19 A I believe it was conducted in a professional manner.

20 Q And with the focus of your father's interest.

21 A In my father's best interest, yes.

22 Q Okay. And in order to make that kind of a judgment, he
23 had to evaluate the circumstances surrounding and
24 affecting your father.

25 A Yes.

1 Q Okay. Do you have any evidence that he did not take
2 into consideration any of your father's circumstances
3 when he made these decisions?

4 A I believe that he took into account my father's best
5 interest -- what would be in my father's best interest.

6 Q All right. And do you have any complaints to make
7 about the conduct of Mr. Dorn in this regard?

8 A I don't.

9 Q Okay. Do you believe that, you know, he exercised
10 proper judgment in establishing the Wells Fargo
11 account?

12 A I do.

13 Q Do you believe that he exercised proper judgment in
14 defunding and liquidating the USAA account?

15 A I assume so.

16 Q I'm asking you. Do you believe that he exercised
17 proper judgment?

18 A I do.

19 Q Okay. And do you believe that he exercised proper
20 judgment to close the USAA account?

21 A Yes.

22 Q Okay. The -- so your father was still alive at the
23 time that the USAA account was closed.

24 A He was.

25 Q Okay. So, even if the account were open at the time of

1 your father's passing, it would have had, as best as
2 you know, a zero balance.

3 MS. MERRILL: Object to the form.

4 THE WITNESS: The IRA account ---

5 BY MR. NASROLLAHI:

6 Q The USAA account is the account I'm talking about. At
7 the time of your father's passing, let's say, it had
8 been liquidated; correct?

9 A That's my understanding.

10 Q Okay. So, even if the account was open, it would have
11 a zero balance at the time of your father's passing.

12 A You're speaking of the IRA account.

13 Q I'm talking about the USAA account. Yes, the IRA, yes.

14 A Yes. That is my understanding.

15 Q So, based on the terms, zero -- there is no
16 distribution that would have made out -- been made out
17 of the account at your father's passing.

18 A There were some funds that I did receive from USAA.
19 But from what specific accounts those came from, I'm
20 not sure.

21 Q Did you receive any monies from the retirement account?

22 A The IRA?

23 Q Yes.

24 A Not of the nearly 450 thousand dollars.

25 Q Did you receive any money from his IRA held by USAA?

1 A I don't know.

2 Q You don't know.

3 A No, I know that I received from funds from USAA. But,
4 specifically where those funds came from, I am not
5 sure.

6 Q Okay. And the funds -- the -- who, to your knowledge,
7 were the beneficiaries of the retirement account held
8 by Wells Fargo?

9 A Well, I learned upon my father's death that there was
10 still the form from -- you know, from USAA that my
11 nieces were the beneficiaries ---

12 Q Okay.

13 A --- of the IRA.

14 Q So is it your understanding that USAA paid the money or
15 Wells Fargo paid the money?

16 A Wells Fargo paid the money.

17 Q Okay. And that would have been pursuant to the plan
18 administered by Wells Fargo?

19 MS. MERRILL: Objection.

20 THE WITNESS: I don't understand.

21 BY MR. NASROLLAHI:

22 Q Do you have any idea what the -- the specifics of the
23 IRA plan held by Wells Fargo -- or administered by
24 Wells Fargo would be?

25 A No. No.

1 Q Okay. So, if Henry Dorn opened up an IRA with Wells
2 Fargo, and he listed your nieces as the beneficiaries,
3 what would your objection to that be?

4 A Well, my understanding was that the beneficiary form
5 from USAA followed the funds to Wells Fargo. Now
6 that's my understanding.

7 Q Okay. So do you have any documentation from Wells
8 Fargo about what their plan is?

9 A In regard to what?

10 Q The retirement account.

11 A No, I don't.

12 Q Do you have any specific -- any information whatsoever
13 from Wells Fargo regarding the retirement account?

14 A I never received any information.

15 Q Okay. And, again, the funds were paid out by Wells
16 Fargo.

17 A They were.

18 Q Okay. To your knowledge, was Wells Fargo for some
19 reason administering a plan for USAA?

20 A I don't know.

21 Q Okay. Let me ask you, have you had any communication
22 or discussions with your nieces about this money?

23 A I have.

24 Q Okay. And what have those communications been?

25 A I told them that I was suing USAA and Ms. Krohn because

1 I had concerns about the change in beneficiaries.

2 Q Right. And, so, as I understand your lawsuit, you do
3 not believe that your nieces should have been paid what
4 they were paid.

5 A That would be correct.

6 Q Okay. So why have you not named your nieces as parties
7 to this action?

8 A Because they ---

9 MS. MERRILL: Objection. Go ahead and answer.

10 THE WITNESS: Because it is my understanding from
11 them that they did not know that the beneficiaries had
12 been changed, that they were not a party to knowing
13 anything about it.

14 BY MR. NASROLLAHI:

15 Q Right. But the money that they received, at least half
16 of it, you're saying, was money that you were supposed
17 to get.

18 A I do believe that.

19 Q Okay. So they have half of your money.

20 A They do.

21 Q Okay. And, so, you're saying that they should keep
22 half of the money that you believe is entitled to you.

23 A I haven't -- I have not wanted to sue them for that
24 money, no.

25 Q Okay. But you believe they should retain half of the

1 money that you say rightfully belongs to you, but Ms.
2 Krohn should also pay you that money.

3 A Ms. -- yes, I do.

4 MS. MERRILL: Objection.

5 BY MR. NASROLLAHI:

6 Q Okay. And under the theory that, but for what she has
7 done, you would have gotten this money? But for her
8 conduct, you would have received half the money that
9 the nieces received?

10 MS. MERRILL: Whose -- can you clarify whose
11 conduct you mean?

12 MR. NASROLLAHI: Phyllis.

13 MS. MERRILL: Thank you.

14 THE WITNESS: Yes.

15 BY MR. NASROLLAHI:

16 Q Okay.

17 A Ms. Krohn told me that it was her ---

18 Q And we're going to ---

19 A --- decision to change the beneficiaries.

20 Q And we'll get to that in just a second.

21 A Oh, okay. I'm sorry.

22 Q We'll get to that. Are -- so you do not believe the --
23 your nieces are in any way, shape or form necessary to
24 this litigation?

25 A I do not.

1 Q Okay. And explain that to me.

2 A My nieces received funds that were in -- given to them,
3 rightly or wrongly, by Wells Fargo based on a -- the
4 beneficiary form and information that Wells Fargo
5 received from USAA.

6 Q Okay.

7 A And I don't -- and they did not know, to my
8 understanding, that there had been this -- I don't want
9 to say confusion or that all of these trans- -- that
10 these transactions had taken place and, no, I don't
11 blame them for what happened.

12 Q Okay. But they have your money, nonetheless.

13 A They have the money that was given to them.

14 Q Okay. But that's not your money?

15 A It's not my money now.

16 Q Okay. At the time that Wells Fargo stroked checks and
17 mailed it to them, was that your money?

18 A I believe it was.

19 Q Okay.

20 A Or at least half of it.

21 Q So -- well, let me ---

22 A Well, actually they didn't strike checks. They
23 designated ---

24 Q However they got it to them.

25 A Right.

1 Q That money, at the time that it was disbursed, was your
2 money?

3 A I believe that half of that money was mine.

4 Q Okay. So they are holding half of your money?

5 A They are.

6 Q Okay. And -- but at the exact ---

7 A But they -- excuse me. But they -- yes, they are. I'm
8 sorry.

9 Q Okay. And have you approached them about saying,
10 "Listen, here's the situation. Here's what I think
11 should have happened; I think you should give me this
12 money"?

13 A I have not.

14 Q Okay. Why have you not done that?

15 A My nieces lost their mother in a very sad and tragic
16 way, and I lost my sister in a very sad and tragic way.
17 And 16 months later, I lost my dad. And I have
18 exception with what happened with the money. But those
19 are my nieces, and I was not going to sue them.

20 Q Okay.

21 A I love them. And I was not ---

22 Q So you're fine with them having your money?

23 A Am I fine with them having my money?

24 Q Right. Let's say you -- let's say the ultimate ---

25 A I hold them blameless.

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1 Q Hold on. Hold on. Let me get my question out.

2 All right. Regardless of the outcome of this
3 lawsuit, you're fine with their having half of your
4 money -- or your -- their -- I'm sorry. Half of their
5 money being money that you were supposed to receive.

6 A If, at the end of this lawsuit I'm not awarded any
7 money, I won't say that I will be fine with it, but I
8 will accept it.

9 Q Okay. You are not of the mind that they should be
10 required to give you money that is rightfully yours,
11 according to your lawsuit?

12 A No.

13 MS. MERRILL: Objection.

14 BY MR. NASROLLAHI:

15 Q Okay. And to handle this objection, do you believe
16 that that money is rightfully yours -- half the money
17 they received is rightfully yours?

18 A I do believe that.

19 Q Okay. And instead of naming them as a party, you have
20 sued USAA who didn't even disburse the money.

21 A But USAA had the beneficiary form.

22 Q Okay. But did they disburse money pursuant to the
23 beneficiary form?

24 A They did not.

25 Q Okay. And did Ms. Krohn change any beneficiary forms

1 at Wells Fargo, to your knowledge? Ms. -- I'm sorry,
2 Phyllis. Did she -- to your knowledge, has she changed
3 any beneficiary forms at Wells Fargo?

4 A Not to my knowledge.

5 Q Okay. And to the best of your knowledge, Henry Dorn
6 was aware of the plan that was held by Wells Fargo.

7 A I guess he was.

8 Q Okay. He is the one that set up the plan at Wells
9 Fargo.

10 A He did.

11 Q All right. Do you have any reason to believe that when
12 he set up the plan, that he would not have also set up
13 the beneficiaries of the account?

14 MS. MERRILL: Objection.

15 THE WITNESS: I believe that he took whatever form
16 was sent by USAA to Wells Fargo, and left it at that.

17 BY MR. NASROLLAHI:

18 Q Okay. And do you believe that that was in his
19 prerogative to do that?

20 A I do.

21 Q Okay.

22 A I guess -- I mean, I guess so.

23 Q Okay. So you believe that whoever he wanted to set up
24 -- I mean, that he could have relied on whatever
25 documentation from USAA that he wanted in order to set

1 up an account at Wells Fargo?

2 A I'm sorry. Ask that again.

3 Q Do you believe that it is within his authority and his
4 prerogative to rely on documents from USAA in order to
5 set up an account at Wells Fargo?

6 A I do.

7 Q Okay. Is there anything improper about that?

8 A Not to my knowledge.

9 Q Okay. So -- and, again, these -- your nieces, the
10 money that they received that you say half of which is
11 rightfully yours, are funds that were disbursed from a
12 retirement plan held by Wells Fargo, set up by Henry
13 Dorn, acting pursuant to his -- to this court order and
14 the power of attorney.

15 A Yes.

16 Q Okay. Please explain for me how Phyllis Krohn affected
17 any of that.

18 A Ms. Krohn told me that -- okay. Let me just -- I'll
19 back up.

20 Q Let's go to the -- I guess the farmer's market incident
21 if that helps.

22 A Okay. Well, actually, we'll go beyond -- sooner than
23 the farmer ---

24 Q After -- wherever you want to go.

25 A At the time of my father's death, when I learned that I

1 was no longer a beneficiary of the IRA, I questioned --
2 I asked Henry about it. And he said that that was the
3 form that had come via USAA to him when the funds were
4 being -- when the funds were transferred.

5 Q Right.

6 A And I said, "Well, I don't know how that happened."
7 And he said he didn't know how it had happened either.

8 Q Tell me again when this was happening -- when this
9 conversation was happening.

10 A It was after my father died.

11 Q Okay.

12 A And I went to the -- and I went to Wells Fargo and I
13 asked them how it was that this -- you know. And they
14 said that the form for the beneficiaries had come to
15 them from USAA. And they had no reason, of course, to
16 change that.

17 Q And how did -- are you aware of how they got these
18 "forms"?

19 A I would imagine ---

20 MS. MERRILL: Objection.

21 THE WITNESS: I don't know. I don't know how they
22 would have gotten the forms. Not specifically.

23 MR. NASROLLAHI: Okay.

24 (MARKED FOR IDENTIFICATION, DEFENDANT'S EXHIBIT
25 NUMBER 8, USAA - FAX, ATTACHED.)

1 MS. MERRILL: I'm sorry, Josh. May I -- I mean,
2 maybe I misunderstand. I didn't know who you were
3 asking about the forms. So, when you ---

4 MR. NASROLLAHI: I don't remember my question.

5 MS. MERRILL: Okay.

6 THE WITNESS: You're talking about -- okay. So,
7 this is Exhibit 8, the -- okay. All right.

8 BY MR. NASROLLAHI:

9 Q Can you ident- -- so you've identified -- can you
10 identify as best you can Plaintiff's Exhibit 8?

11 A This says that it's the application for Dad's IRA,
12 which contains the beneficiary information. So, this
13 was done in 2014, when I suppose the funds were
14 transferred.

15 Q Okay. And what, if anything, does this tell you?
16 Let's go to the last page.

17 A So at the time that the funds were transferred that my
18 niece was -- my two nieces were the beneficiaries.

19 Q Okay. And does this appear to be something that Mr.
20 Dorn requested?

21 MS. MERRILL: Objection.

22 THE WITNESS: I don't know.

23 BY MR. NASROLLAHI:

24 Q Okay. Can you read on the very first page, underneath
25 notes, what the language there says?

1 A The note says, "Hi, Mr. Dorn. Here is the application
2 for Mr. Petit's IRA, which contains the beneficiary
3 information."

4 Q Okay. And the date of this fax is?

5 A June the 30th, 2014.

6 Q Okay. So had your father passed away?

7 A He did in 2015.

8 Q Okay. So, your father was still alive at this time?

9 A He was.

10 Q And going back to Plaintiff's Number 7, the protective
11 order is dated February 14, 2014.

12 A February the 18th, I believe.

13 Q I'm looking at the stamp at the top right corner of the
14 probate ---

15 A Oh, where it was filed.

16 Q Correct. It says ---

17 A Oh, yes.

18 Q --- February 14, 2014.

19 A Uh-huh.

20 Q And it seems like we've got some time travel issues in
21 this case because it looks like this was filed before
22 it was signed by the judge. But -- okay.

23 So, prior to your father's death but during the
24 time where he had a valid power of attorney and a court
25 order, Mr. Dorn appears to have been aware of the

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1 beneficiaries of the USAA account.

2 A I ---

3 Q Based on Plaintiff's Number 8.

4 A Based on Plaintiff's Number 8, yes.

5 Q Okay. And do you have any idea when the USAA account
6 was established? I mean, not the USAA -- I'm sorry,
7 the Wells Fargo account was established?

8 A Sometime in 2014, I guess.

9 Q Okay. Do you know if it was after June 30th of 2014?

10 A I don't know.

11 Q Okay. But prior to your father's death, again, Mr.
12 Dorn was aware of who the beneficiaries were for the
13 USAA account?

14 A He must have been.

15 Q Okay. And you're saying -- your testimony today is, as
16 best you understand it, the information from USAA
17 account had been transferred over to Wells Fargo.

18 A That is my understanding.

19 Q Okay. So, at some point, Mr. Dorn became aware of
20 these beneficiaries.

21 A I suppose he did.

22 Q Okay. And Mr. Dorn did not feel it necessary to change
23 the beneficiaries?

24 MS. MERRILL: Objection.

25 BY MR. NASROLLAHI:

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1 Q As best you can tell.

2 A I don't know -- as to what he felt, I don't know. But
3 ---

4 Q Do you have any evidence -- did Mr. Dorn reach out to
5 you and say, "I have problems with this"?

6 A He did not.

7 Q Okay. Do you have any evidence indicating that Mr.
8 Dorn had particular issues with the beneficiary
9 designations?

10 A I don't know that he did.

11 Q Okay. So you have no evidence that he did anything
12 other than leave things the way they were.

13 A That's my understanding.

14 Q Okay. Do you believe that, if Mr. Dorn were to have
15 had issues with the information that he appears to have
16 had, that he was empowered under the power of attorney
17 and protective order to take action?

18 MS. MERRILL: Objection.

19 THE WITNESS: I don't know.

20 BY MR. NASROLLAHI:

21 Q Let's say that Mr. Dorn reviewed Plaintiff's Exhibit 4
22 and said, "That's not Mr. -- that's not Dr. Petit's
23 signature. This is a fraudulent transaction." Do you
24 believe that Mr. Dorn would have been empowered to
25 effect a change with regard to the beneficiaries?

1 MS. MERRILL: Objection.

2 THE WITNESS: I don't know.

3 BY MR. NASROLLAHI:

4 Q Would you have wanted Mr. Dorn to take action?

5 MS. MERRILL: Is this ---

6 BY MR. NASROLLAHI:

7 Q Let me phrase it this way.

8 MS. MERRILL: I was about to say.

9 BY MR. NASROLLAHI:

10 Q Let me rephrase -- let's say, hypothetically, you were
11 to have handed Mr. Dorn, back before your father's
12 death but while he was acting as a power of attorney
13 and pursuant to this court order, you were to have sat
14 down with Mr. Dorn and pointed out all the issues that
15 you had with this designation of beneficiary at USAA.
16 Plaintiff's Exhibit 4 is the document I'm talking
17 about. Would you have wanted him to have taken action
18 based on those concerns?

19 A Well, I never saw this before.

20 Q Not my question.

21 A So you're asking me hypothetically?

22 Q Hypothetically, if you knew then what you know now,
23 would you have wanted him to take action?

24 A I would have wanted him to ask questions.

25 Q Okay.

1 A That's what I would have -- I -- and that I would have
2 wanted to know how the change happened.

3 Q Okay.

4 A I'm not saying that I would have taken any action, but
5 I would have wanted to know how it happened.

6 Q Do you view the benefici- -- the designation of
7 beneficiaries in this case, in and of itself, as
8 something inappropriate?

9 A Yes.

10 Q How?

11 A Well, there's several things. One -- and we'll go ---

12 Q Let me -- I guess, let me clarify my question before
13 you -- do you find it inappropriate that a grandparent
14 would name his grandchildren as beneficiaries of his
15 retirement account? Just that simple fact alone, is
16 that enough to -- for -- to make you believe that that
17 designation is inappropriate?

18 A If we're speaking in generalizations, that might not
19 be. But if we're speaking specifically in my family, I
20 believe yes.

21 Q Okay.

22 A That it would be -- been inappropriate.

23 Q And explain that for me.

24 A Okay. Well, I can give you several reasons. One, when
25 my sister -- starting in January -- not January, excuse

1 me. Beginning in the late spring of 1990, when my
2 sister knew that she was pregnant and had -- and it had
3 happened that she made the announcement just before
4 Father's Day. And I was home for Father's Day in June
5 of 1990. My parents sat down with me at the kitchen
6 table is where we transacted a lot of business, and
7 said that now that, you know, Kathy is pregnant and
8 going to have a child, and maybe children, and you're
9 not married at that point and don't have children, we
10 want to assure you that we will never do more for Kathy
11 and her children than we do for you. So that was their
12 ---

13 Q Right.

14 A So that was their assurance to me that things would be
15 50-50 in anything that was done.

16 Q Okay.

17 A When they set up their wills, they established that
18 every -- that the -- whatever assets there were, were
19 to be divided 50-50 between my sister and me. And, so,
20 there was always the understanding in our family that
21 the assets, whatever assets there might be, were it a
22 dollar or 50 dollars or more than that, that the
23 division would always be 50-50.

24 Q Okay. But just to clarify, would you expect a person
25 in Mr. Dorn's shoes to look at the last page of

1 Plaintiff's Number 8, to look at these designations,
2 and this, in and of itself, give them concerns or raise
3 any flags?

4 A It may have given ---

5 Q I'm asking would you expect a person in Mr. Dorn's
6 shoes to look at that designation form and sound
7 alarms?

8 MS. MERRILL: Objection.

9 THE WITNESS: I don't know what his -- I don't
10 know what his thinking would be or wouldn't be.

11 BY MR. NASROLLAHI:

12 Q Okay. By the time that Mr. Dorn was involved and he
13 opened up the account with Wells Fargo, the retirement
14 account with Wells Fargo, and he had closed the account
15 with USAA for the retirement account, what contracts
16 are you aware of that continued to exist between Wells
17 Far- -- I mean, between Dr. Petit and USAA with regard
18 to retirement?

19 A I don't know.

20 Q Okay. Do you have any evidence that any contractual
21 relationships continued to exist between your father
22 and USAA?

23 A I don't know.

24 Q Okay. If there were no outstanding contractual
25 relationships -- well, let me -- strike that question.

1 The substance of this case is the funds that were
2 paid by the Wells Fargo account?

3 A The substance of this ---

4 Q Right.

5 A --- laws- ---

6 Q Upon your father's passing, are you aware of any
7 contractual relationships with any institution that
8 were required to pay money to beneficiaries as a result
9 of holding a retirement account for your father, other
10 than Wells Fargo?

11 A I'm not sure.

12 Q You're not sure. Okay. What I -- I guess, what I'm
13 trying to ask you is in what way did Phyllis interfere
14 with a contractual relationship that your father had
15 with Wells Fargo?

16 A My -- with Wells Fargo, I'm not sure of anything that
17 Phyllis may have done with Wells Fargo.

18 Q Okay. With regard to the USAA agreement that he had
19 for retirement, you were not a party to that contract.

20 A Which one?

21 Q The retirement account with USAA that was held by your
22 father, were you a party to that agreement?

23 A No, I was not.

24 Q Okay. And is there anything in any document that you
25 may have between your father and USAA saying that he

1 was not allowed to change his beneficiaries?

2 A That he was not allowed to change his beneficiaries?

3 Q Right.

4 A That he, himself, was not allowed to change his
5 beneficiaries?

6 Q Correct.

7 A Not that I'm aware of.

8 Q Okay. So, he was -- so, as long as he did it in a
9 valid way, he was free to change his beneficiaries at
10 any time up until his death, as far as you're aware?

11 A I suppose so.

12 Q Okay. In what way, then, were you -- are you entitled,
13 as a third party to this contract, then to enforce this
14 contract?

15 MS. MERRILL: Objection.

16 THE WITNESS: I don't quite understand what you
17 mean by third party.

18 BY MR. NASROLLAHI:

19 Q Okay. You are not a member of this contract; correct?

20 A You mean the one ---

21 Q With USAA.

22 A Right.

23 Q Okay.

24 A Not now.

25 Q Were you ever?

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1 A Well, I mean -- do you mean party in the sense that I
2 was ever a beneficiary? Is that what you're speaking
3 of?

4 Q I'm saying did ---

5 A I'm not sure that I understand your question.

6 Q Did you sign any documents with USAA?

7 A No.

8 Q Okay. Were you in any way, shape or form involved in
9 the establishment or maintenance or administration of
10 your father's retirement account?

11 A I was not.

12 Q Okay. The only way that you were associated with this
13 retirement account is that, at one point, at the very
14 least, you were listed as a beneficiary?

15 A Yes.

16 Q Okay. So ---

17 A And then a second beneficiary.

18 Q And then a second beneficiary.

19 Okay. Are you aware of any language in the
20 agreement that gives you the right to enforce that
21 contract?

22 MS. MERRILL: Objection.

23 THE WITNESS: I don't know.

24 BY MR. NASROLLAHI:

25 Q Okay. If your father would have validly -- let's say

1 there was no dispute that your -- that Phyllis changed
2 the agreement -- I mean, changed the designation
3 validly, changed it to your nieces. Okay. Do you --
4 are you saying that you have a contractual right to
5 change it back or order USAA to pay you the monies?

6 MS. MERRILL: Objection.

7 THE WITNESS: Please repeat the question.

8 BY MR. NASROLLAHI:

9 Q Let's say that the change in beneficiaries by Phyllis
10 was valid. Just assume for the moment that it was a
11 valid change. Are you aware of any rights that you may
12 have to change or to undo those changes?

13 A If it were valid?

14 Q Right.

15 A I'm not aware of any that I would be able to dispute.

16 Q Okay. Are you aware of any rights with Wells Fargo
17 that you are entit- -- with regard to your father's
18 retirement account that you are entitled to enforce?

19 A I'm not sure.

20 Q You're not sure. Okay. And this case was filed back
21 in 2017.

22 A Uh-huh.

23 Q Between 2017 and 2019, have you explored any rights you
24 may have with regard to the retirement account at Wells
25 Fargo?

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1 A No.

2 Q Have you requested any documentation from Wells Fargo
3 regarding the retirement account that actually
4 disbursed the funds?

5 A I did not request a form, but I did go and speak with
6 Lang Foster about it.

7 Q Okay. State for me the contractual relationship
8 between any party here that you believe that Phyllis
9 interfered with.

10 MS. MERRILL: Can we go off the record one minute?

11 MR. NASROLLAHI: Yes.

12 (OFF THE RECORD)

13 BY MR. NASROLLAHI:

14 Q State for me what contractual relationship you believe
15 that Phyllis interfered with.

16 A Okay. So, after my father died, I was trying to find
17 out how the beneficiaries were changed. And I had
18 talked with Mr. Dorn, and I had talked with Wells
19 Fargo. I had asked the estate attorney to look into it
20 for me, and I didn't get any answers from anyone. And,
21 so, I had my booth at the South Carolina Festival of
22 Flowers in June of 2017, and Ms. Krohn came to my booth
23 and we exchanged pleasantries and talk -- you know,
24 some talk. I had always wondered if she was aware of
25 any changes that had been made. And had -- was really

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1 just trying to see if I could find out from any of the
2 financial or legal people whom I consulted without
3 having to ask her.

4 Q Right.

5 A So she was there in my booth, and she walked off a
6 little ways and I thought, well, she's here. I think
7 I'll ask her. So, she had walked maybe -- I don't
8 know, five or six feet away from the booth. Maybe not
9 even that far. And I just went up to her and I said,
10 "Phyllis, you know, I have a question about my dad's
11 estate." And I said, "How were the beneficiaries on
12 his IRA changed?" And she looked at me, and she said,
13 "I did it." And I said, "You did it? You changed the
14 beneficiaries?" And she said, "Yes." Well, I was
15 stunned, quite honestly. And I asked her why. And she
16 said, "Well, your father wanted to do something nice
17 for your nieces, so I decided" -- and those words just
18 hit me like hot water -- "I decided that he could
19 change the IRA and give the funds to them." And I
20 said, "Phyllis, that was not your place to make that
21 call." And she said, "I'm so sorry." And I said,
22 "You're sorry?" I said, "Do you know the unhappiness
23 and the concern that it has caused my family?" And she
24 just repeated, "I'm so sorry." And I said, "That money
25 in that IRA account was money that was not just my

1 father's. It was money that my mother had helped him
2 build in his dental practice. She put him through
3 dental school financially, emotionally, supportive in
4 every way. She raised his daughters. She worked in
5 his office." I said, "That was not your money to make
6 a decision about." And she said -- she just kept
7 repeating, "I'm so sorry." And I said, "Well, Phyllis,
8 what are you going to do to fix it?" And she didn't
9 answer me. When she, again, said -- a little bit
10 later, she said, "I'm so sorry." And I said, "Well,
11 Phyllis" -- she said, "I know you're upset." And I
12 said, "I'm very upset to think that you would in any
13 way suggest to my dad that he disinherit me." And she
14 said, "Well, I thought you would receive other funds
15 from your father." And I said, "But that was not your
16 decision to make." And she said -- and I said,
17 "Phyllis, let me ask you this. If the situation were
18 reversed, and my father had been your companion and
19 power of attorney -- as he was your companion, but if
20 he had been your companion and power of attorney, how
21 would your children feel if he had made the same
22 decision?" And she said, "They would have been very
23 upset."

24 Q By the time of your father's passing, to the best of
25 your knowledge, was the USAA retirement account still

1 open?

2 A No.

3 Q So it had been completely closed?

4 A Right.

5 Q Okay. So, assuming that everything that Ms. Krohn told
6 you -- or Phyllis told you at that point is true, what
7 funds from USAA did she deprive you of?

8 A The ones that had been in the USAA account that were
9 transferred to Wells Fargo.

10 Q But Henry Dorn lawfully transferred -- or let me --
11 strike that question because I ---

12 Henry Dorn is the one who transferred that money.

13 A He transferred the money, but the power of attorney
14 went with it. I mean, not the power of attorney, the
15 beneficiary.

16 Q Did -- okay. What evidence do you have that the
17 beneficiaries went with it?

18 A He told me they did.

19 Q Okay.

20 A This was after my dad died.

21 Q Right.

22 A He said the form -- that was what the form -- the form
23 that was used with Wells Fargo was the one that was --
24 that came to Henry when the funds were transferred.

25 Q Okay.

1 A I think I've answered that.

2 Q Right. But at the end of -- okay. So, Wells Fargo
3 distributed the money from the account. But the
4 contract that you're complaining that -- and I'm using
5 the legal term complaining here that -- complaining
6 that Phyllis interfered with is the contract that your
7 father had with USAA?

8 A I know what you're -- I think I know what you're
9 getting at.

10 Q Okay. So what's your -- what is your response to that?

11 A Ms. Krohn made the decision to change the IRA
12 beneficiaries.

13 Q Right.

14 A And there was a form to that effect.

15 Q Right.

16 A And that form went from USAA to Wells Fargo.

17 Q I've gotcha. But ---

18 A Right.

19 Q The on- -- but is Wells Fargo a party to this lawsuit?

20 A They are not.

21 Q Okay. Can you explain to me why you repres- -- an
22 attorney representing USAA is sitting in this room, and
23 not an attorney representing Wells Fargo?

24 A Because the documentation that was used began with
25 USAA.

1 Q Okay. And in what way did she coerce or apply undue
2 influence on your father, as your complaint alleges?

3 A Ms. -- during the course of their relationship, Phyllis
4 exercised complete control over my father's life.

5 Q Okay.

6 A I mean, from what he ate to where he went, to what he
7 wore. Sometimes, even to when we could see him.

8 Q So she -- he did whatever she told him to do?

9 A I would say 99 percent of the time.

10 Q So why do you believe it was necessary for her to forge
11 his signature on the form, the Plaintiff's Exhibit 4?

12 A I don't know that she forged it. I just don't know
13 whose signature it is.

14 Q Okay. So do you believe that it is likely that she
15 forged his signature?

16 A I don't know.

17 Q Do you -- and if she exerted such undue influence on
18 him and also believed -- she had a power of attorney;
19 correct? You say it's invalid, but there's a power of
20 attorney for USAA; correct?

21 A Right.

22 Q Okay. So she could have used the power of attorney to
23 change the beneficiary.

24 A Well, she could have used that to -- she could have. I
25 don't know. But I think in investment transaction, it

1 -- this says, "My attorney" -- which would be the
2 attorney in fact, Phyllis -- "does not have the
3 authority to make himself or herself or others the co-
4 owners of the beneficiary, and does not have the
5 authority to change ownership of such investment
6 accounts."

7 Q But that's ownership of the account. That's not the
8 designation of beneficiaries.

9 A Well ---

10 MS. MERRILL: Where are you looking?

11 THE WITNESS: Over here on the limitations.

12 MS. MERRILL: What number is that one? What
13 number is that, 4? No, number ---

14 THE WITNESS: Well, you know, I'm not an attorney.

15 MS. MERRILL: What exhibit is that, 2? Okay. I'm
16 sorry. I'm just making sure I'm looking at what you're
17 ---

18 MR. BROWN: Yeah, I think it's 2.

19 THE WITNESS: Yeah, this is Exhibit 2, number D.

20 MS. MERRILL: Thank you. That's all. I just
21 wanted ---

22 MR. NASROLLAHI: Have you found which one she's
23 looking at?

24 MS. MERRILL: Yeah, I'm sorry. As y'all were
25 discussing it, I just wanted to make sure I was looking

1 at the same thing to keep -- I didn't mean to
2 interrupt. I was just making sure I understood what
3 y'all were looking at.

4 BY MR. NASROLLAHI:

5 Q For the record, can you state which section you were
6 looking -- you were referring to.

7 A I am looking at the USAA Power of Attorney from January
8 2009, Section 1.

9 MS. MERRILL: This is Exhibit 2?

10 THE WITNESS: Yes, it's Exhibit 2, Section D.

11 BY MR. NASROLLAHI:

12 Q Okay. So, she can -- it says here, "My attorney does
13 not have the authority to make himself or herself or
14 others the co-owner or beneficiary of such investment
15 accounts." Okay?

16 A Uh-huh.

17 Q So she didn't have the -- so, but your reading of this
18 is she did not have the authority, even if she were
19 acting under a power of attorney, to change this.

20 A Correct.

21 Q Okay. And not at issue is whether she used a power of
22 attorney to change this, is it?

23 A I don't know what she did.

24 Q Okay. There's a piece of paper, Plaintiff's Exhibit 5,
25 purporting to be Edward L. Petit's designation -- I

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1 believe it's Plaintiff's 4, excuse me. This document
2 purports to be from Edward -- it purports to be signed
3 by Edward Petit, changing the beneficiaries.

4 A Correct.

5 Q Okay. You are not saying that she -- that Phyllis
6 forged your father's signature on that document?

7 A I don't know whose signature it is. She might have
8 forged it. She may not have.

9 Q I'm -- my ---

10 A I'm just saying that I don't know whose signature it
11 is.

12 Q I want a definitive -- I need a definitive answer. Are
13 you saying that she forged his signature on that
14 document?

15 A I don't know.

16 Q It's a yes or no question. Are you saying that she
17 forged the question -- I mean, forged the signature on
18 the ---

19 A I wasn't there. I didn't see it. And I can't answer
20 any other way but to say I don't know how that
21 signature occurred.

22 Q Okay. So do you have ---

23 A That's all I'm saying.

24 Q Do you have any evidence that she forged the signature
25 that's on that?

1 A I don't have evidence of a forgery.

2 Q Okay. Do you have any evidence that someone other than
3 your father signed that signature?

4 A I don't have evidence.

5 Q Okay. The only evidence -- the only thing that is
6 objectional about that signature is that it doesn't
7 look like his other signatures for a few different
8 reasons.

9 A It doesn't look like his ---

10 Q Okay. And at the exact same time, you testified
11 earlier -- or you didn't testify earlier that, given
12 his condition on January 23, 2012 -- or 26th -- was it
13 26th or 23rd -- the date that he signed that -- he's
14 alleged to have signed that document, you did not
15 expect him to have his typical signature on that day.

16 A Right.

17 Q Okay. So, my question, before I move on, what tangible
18 evidence can you produce, either in this deposition,
19 through discovery or at trial in this case, what
20 tangible evidence can you produce that your father did
21 not sign that change of desig- -- change of
22 beneficiary?

23 A I have no -- I cannot prove.

24 Q Okay.

25 A But none of the information that is filled out on these

1 forms is my father's handwriting, and I don't
2 understand why, if he were able to sign his name, why
3 he also was not -- why he needed somebody else to fill
4 out the form for him.

5 Q Okay. And you've already testified that you believe
6 that your father had the right to change beneficiaries
7 of this contract at any time.

8 A He could have.

9 Q Okay. And do you believe that, if he would have chang-
10 -- if he would have removed you as a beneficiary, if he
11 would have done it lawfully, do you believe that you
12 would have had a right to say, "No, you can't change
13 that"?

14 A If I had known what was going on?

15 Q No. No.

16 A I'm sorry. I don't understand.

17 Q Let's say Phyllis Krohn -- Phyllis Van Swol never
18 existed. And your father, who was in -- who was fit
19 and fiddle, went and changed the designation of
20 beneficiaries and removed you and your sister. Do you
21 have any reason, do you have any evidence to challenge
22 his ability to do that?

23 A If he had been, as you say fit as a fiddle, I would not
24 have an -- I could not object.

25 Q Okay.

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1 A But that's hypothetical.

2 Q Do you have any contracts that state that you are given
3 certain rights as a beneficiary under the terms of the
4 contract itself?

5 A I don't understand that question.

6 Q Do you have any documents from USAA or Wells Fargo that
7 say that the beneficiaries of that contract have any
8 enforceable rights?

9 A I don't know.

10 Q That say that in one language or another.

11 A I don't know. I don't know what you're -- I don't
12 understand what you're asking.

13 Q That's fine. And, again, you never had any contracts
14 with Wells Fargo with regard to your father's ---

15 A I did not.

16 Q --- account.

17 MR. NASROLLAHI: That's all the questions I have.
18 I'm sorry it went over. Can I have two minutes before
19 we -- or you're going to ask ---

20 MR. BROWN: I've got questions.

21 MR. NASROLLAHI: Can we take a five-minute break
22 real quick?

23 MR. BROWN: Sure.

24 THE WITNESS: Of course.

25 (OFF THE RECORD)

1 EXAMINATION

2 BY MR. BROWN:

3 Q Ms. Petit, my name is William Brown. I'm going to ask
4 you a series of questions, and the same rules will
5 apply as you've been told earlier. If at any time I
6 ask you a question that doesn't make sense to you,
7 please stop me. I'm going to start probably with a
8 little jumping around because I'm going to follow up on
9 some points that were raised earlier, and then sort of
10 get into the body of my questions.

11 When you were talking about the time when your
12 father was on the cruise, you noted that your sister
13 got a message on her machine, and that that's what
14 triggered y'all to try and find your father. Who was
15 that message from?

16 A She believed it was from my dad.

17 Q Okay.

18 A Because Ms. Krohn did not call us. So she -- you know,
19 she just said it was a garbled message, and I do
20 believe that she thought it was from my dad.

21 Q Okay. You also said that at or about the time that
22 Kathy told you that she had gotten the Healthcare Power
23 of Attorney sometime in February of 2012 -- is that
24 about right?

25 A About the end of February.

1 Q That Ms. Krohn told you that she didn't want to be your
2 dad's power of attorney anymore.

3 A Yeah, she said that in Miami.

4 Q Okay. So she said that -- she actually said that
5 before your sister got the power of attorney. So,
6 while y'all were in Miami in the hospital, she said she
7 didn't want to be a power of attorney anymore.

8 A She did.

9 Q When she told you that, did you already know that she
10 was your father's power of attorney?

11 A I did.

12 Q Okay. When did you find out that she held a power of
13 attorney for your father?

14 A In early February 2009. It was right before my father
15 had the first of his surgeries at Duke.

16 Q And did you ever talk to your father, saying that you
17 didn't think that Phyllis should have a power of
18 attorney on his behalf?

19 A I told him that I thought it was highly unusual for
20 someone that was not a family member or a professional
21 to have the power of attorney; and that she was his
22 companion, girlfriend, and I didn't think that that was
23 the wisest choice.

24 Q And what did he tell you in response to that?

25 A He just said, "Ms. Krohn lives in Greenwood, and I'm

1 going to go with her as my power of attorney." And
2 that's really all that was said.

3 Q Okay. So he said, "Even though you have disagreements
4 with this, I believe she's an appropriate power of
5 attorney."

6 A I did ask him to check with his lawyer about it.
7 Whether he did, I don't know. But I alerted his lawyer
8 that that was what was happening.

9 Q Okay. And who did you alert?

10 A Peter Manning.

11 Q And when did you alert him?

12 A Before the surgery in 2009, which was in February of
13 2009.

14 Q Okay. So you would have alerted him ---

15 A Well, it was ---

16 Q Very shortly after you learned ---

17 A Right.

18 Q --- that Phyllis had a power of attorney, you would
19 have alerted his lawyer; correct?

20 A Uh-huh.

21 Q Is that a yes?

22 A That is a yes, yes.

23 Q And you would have -- and you also, very shortly after
24 you learned that Phyllis had a power of attorney, spoke
25 with your father about it.

1 A I did.

2 Q And your father, at that time in 2009 ---

3 A Excuse me.

4 Q Sure. Go ahead.

5 A It was in the conversation in which I learned that he
6 -- we were having a conversation, and it was early in
7 February. And I asked him, I said, "You're getting
8 ready to have surgery, and as your power of attorney,
9 is there anything that I need to know and anything that
10 you want me to do for you?" And he said, "Well, I've
11 made Phyllis my power of attorney."

12 Q Okay. And that -- and is that the time where you
13 raised your doubts about whether she should be his
14 power of attorney?

15 A My concerns, yes.

16 Q Okay. And in February of 2009, or in early 2009, would
17 you agree that your father was capable of making
18 decisions?

19 A Yes, I do.

20 Q Okay. And after you raised those concerns, he decided
21 to keep Ms. Krohn or Ms. Van ---

22 MR. NASROLLAHI: Swol.

23 BY MR. BROWN:

24 Q --- Swol, Phyllis, as his power of attorney. Is that
25 correct?

1 A He did.

2 Q And you raised the issue to his attorney. You don't
3 know what the attorney did in regard to that.

4 A I do not. I also raised the concern with Mr. Dorn
5 because he was Daddy's accountant as well.

6 Q And this raising of the concern with both Mr. Manning
7 and Mr. Dorn would have been in the first quarter of
8 2009?

9 A Yes.

10 Q And to the best of your knowledge, even after you
11 raised your concerns with your father, his lawyer and
12 his accountant, your father chose to keep Ms. -- keep
13 Phyllis as his power of attorney?

14 A He did.

15 Q In that same bit of testimony where you were talking
16 about her saying she didn't want to be the power of
17 attorney anymore, you made the statement that she
18 didn't want to do it because of the family dynamics.

19 A Yes.

20 Q Explain to me what you mean by that "because of the
21 family dynamics" statement.

22 A That was her -- those were her exact words, and what
23 she meant by that, I do not know.

24 Q Okay. Is there anything in your family and the way
25 your family interacts or interacted at that time that

1 you think might have been the basis for that comment?

2 A I think that she probably, but I can't speak certainly,
3 was referring to the fact that my sister and I were
4 upset over her taking my dad on the cruise, and that we
5 were unhappy with her medical and other decisions on
6 his behalf.

7 Q Okay.

8 A And we had voiced those concerns.

9 Q Okay. Let me ask, when was it that your sister moved
10 out of your father's house?

11 A It was sometime between 2009, 2010, I think, or
12 somewhere in that vicinity.

13 Q And ---

14 A To the best of my ability, that's what I remember.

15 Q And the disagreement, or however you want to phrase it,
16 that led to her moving out, had that continued to cause
17 tension between Kathy and your father?

18 A Once she moved out, I think things were okay between
19 them.

20 Q Were there tensions between you and Kathy ---

21 A No.

22 Q --- between 2009 and 2012?

23 A No.

24 Q Were there tensions between you and your father between
25 2009 and 2012?

1 A No, other than I would occasionally express concerns
2 about Ms. Krohn Van Swol's, Phyllis's, control over his
3 life.

4 Q And how did he react when you expressed those concerns?

5 A He said, "You know, I'm old and she is a good friend.
6 And if I say anything to her, she'll be mad. And then
7 she" -- he laughed and said -- well, on one occasion,
8 he said, "You know, she has something of a temper."
9 And he said, "And she won't see me anymore, and then
10 where I'll be -- and then where will I be?"

11 My father had never lived alone in his life. He
12 lived with his parents until he went to the Citadel for
13 a year. From the Citadel, he went into World War II.
14 After that, he went into -- he went back to college
15 with his brother, and they finished togeth- -- about
16 the same time. Within a couple of months, he married
17 my mother. And, so, until my mother's death, he had
18 never lived alone. And he was a very lonely man.

19 Q Okay. Let me have you pull up Exhibit 2.

20 A Yes.

21 Q Do you have that in front of you?

22 A I do.

23 Q If you look on the second page of that document, it
24 lists a secondary attorney in fact, that Ms. Krohn --
25 that Phyllis Jean Krohn is the ---

1 A Right. She was ---

2 Q --- given the power of attorney.

3 A Uh-huh.

4 Q And then there's a secondary or backup attorney in fact
5 identified. Do you see that?

6 A I do.

7 Q And it lists you as the backup.

8 A Yes.

9 Q Were you ever provided a copy of this document?

10 A No, I was not.

11 Q Okay. Do you have any evidence that Ms. Krohn ever
12 executed any documents under the authority provided by
13 Exhibit 2?

14 A By Exhibit 2?

15 Q This power of attorney.

16 A I don't have any evidence. But she would make comments
17 about Dad's accounts, which made me believe that she
18 was doing something, if nothing more than perusing his
19 accounts.

20 Q My question was fairly specific. So, I want to make
21 sure.

22 A Okay. I'm sorry.

23 Q Do you have any evidence -- excuse me -- any evidence
24 that Phyllis Krohn executed any documents?

25 A Oh, no.

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1 MS. MERRILL: And just so the record is clear, you
2 were asking specifically as it relates to Exhibit 2.

3 MR. BROWN: Specifically as to based upon the
4 powers provided in Exhibit 2.

5 THE WITNESS: Although she certainly was
6 responsible for the documents from -- the document from
7 Exhibit 4.

8 BY MR. BROWN:

9 Q We'll get ---

10 A To that.

11 Q Well, let me ask you this. Is it your contention that
12 she executed that document, that she signed it?

13 A I believe I've answered that, and I said I don't know
14 who signed it, but it is her handwriting up unto the
15 point -- except for the signature. And she was the one
16 who was with him. And I don't know if the signature
17 was forged, if she wrote it or who else may have
18 written it. But I don't know whose signature it is.

19 Q But my question specifically was related to execution
20 of documents, and execution means sign.

21 A When you say -- it means signed.

22 Q So ---

23 A I'm sorry. I believe execution -- I thought of
24 execution as meaning the process, you know, of mailing
25 or whatever. And ---

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1 Q Well, let me back up and ask the question. Under
2 Exhibit 2, are you aware of Ms. Krohn signing any
3 documents on behalf of your father?

4 A Not that I'm aware of.

5 Q Do you have any type of business relationship with Mr.
6 Manning? Is he also your attorney in any way?

7 A No, he is not.

8 Q Has he ever represented you?

9 A One time.

10 Q Okay. When was that?

11 A I believe it was in 2009 or 2010.

12 Q And what did that representation relate to?

13 A It related to a matter that I had with my mortgage
14 company.

15 Q So it was a dispute between you and the person who held
16 the mortgage on your home?

17 A Yes.

18 Q Okay.

19 A And he represents the estate, of course, which would
20 have been representing me to a certain extent, I guess.
21 But he does not represent me now in any way, other than
22 the estate.

23 Q Did Mr. Manning ever represent your sister, Kathy?

24 A I don't know.

25 Q Have you ever had any type of business relationship

1 with Mr. Dorn?

2 A Other than his handling my father's affairs, no.

3 Q Do you know whether Kathy had any relationship --
4 business relationship with Mr. Dorn?

5 A I do not know.

6 Q When you spoke with your nieces about the distribution
7 of the IRA funds, had they already received the money?

8 A I don't know that they had. I don't know.

9 Q Okay. Did -- how long after your father's passing did
10 you learn that the beneficiaries on the Wells Fargo
11 account were your nieces?

12 A Probably a couple of weeks afterward.

13 Q How many conversations have you had with your nieces
14 about those funds?

15 A Maybe three or four.

16 Q Describe for me the first conversation you had with
17 your nieces about those funds.

18 A Well, I talked with them individually. And I told my
19 older niece, Leaman, that -- well, I really -- I did
20 not -- okay. So, I talked with my niece, Leaman, and I
21 just told her that I was very surprised at the change
22 in beneficiary. And in another conversation, I said
23 the same thing to my other niece, Caroline. When I was
24 considering the lawsuit, I talked with both of my
25 nieces individually and told them what I was doing, and

1 told them that I would keep them apprised of what was
2 happening. And, so, when we got ready to have the
3 depositions, I told them individually that we were
4 moving ahead with the depositions.

5 Q Okay.

6 A And there is one other conversation that I had with
7 them one time. It was right after I had learned from
8 Phyllis that she -- in which she admitted that she had
9 made the change, that I had finally learned how the
10 change was made. And I told them about my conversation
11 with Phyllis.

12 Q And during those conversations, did you at any time ask
13 them to give half the money back to you?

14 A I did not. May I interject something here?

15 Q Sure.

16 A The period of time that we're talking about, when my
17 dad died and my nieces and the money, was the hardest
18 time in my family's life. My sister had died
19 unexpectedly and tragically. My nieces at the time of
20 their mother's death were 20 and 22. And the issue of
21 money and who should have money and who shouldn't have
22 money was not relevant to me. There were days -- and I
23 was working then. And my doctor actually wanted me to
24 take a three-month leave of absence from my job, but I
25 didn't do it -- when I was so bereft that I could not

1 leave my house, and some days not even get out of the
2 bed. So the subject of beneficiaries on an IRA account
3 was not something that I wanted to discuss with them at
4 a time when they were dealing with the tragedy of
5 losing their mother, and then the continued decline of
6 my father's health, when I knew that I was losing my
7 dad. I had lost my sister. And, so, the monetary
8 aspects of this were not the most important thing in my
9 mind.

10 Q In the conversations that have occurred since the
11 lawsuit has been filed with your nieces, have you asked
12 them if they still have the money?

13 A I have not.

14 Q You testified about going to Wells Fargo and asking
15 them about the distribution and about the
16 beneficiaries.

17 A Uh-huh.

18 Q Where specifically did you go?

19 A To their office here on -- just off of Main Street.

20 Q Okay. And who did you speak with?

21 A Lang Foster.

22 Q Is he still with the bank?

23 A I don't believe so.

24 Q Is he retired?

25 A He is retired.

1 Q And what was his position at the bank?

2 A Well, he was with Wells Fargo Advisors, and I believe
3 he managed the local branch of that division.

4 Q If I were to represent to you that, in fact, when USAA
5 Investment Management company transferred the funds,
6 the only thing that went was money. No account
7 documents went with it. Do you have any evidence, as
8 you sit here today, to dispute that?

9 A I don't have any evidence. I don't know if evidence
10 exists, but I don't have any personally.

11 Q And you were shown a -- Exhibit 8 of a fax to Mr. Dorn
12 ---

13 A Yes.

14 Q --- where Mr. Dorn was provided information about who
15 the beneficiary were at USAA. Do you have any
16 documentation or information to indicate that that
17 beneficiary information was provided from USAA to Wells
18 Fargo, as opposed to Mr. Dorn?

19 A I personally do not.

20 Q During your earlier testimony, too, you said that when
21 you found out about the beneficiary issue, you asked
22 the attorney for the estate to look into the
23 beneficiary issues. That would be Mr. Manning?

24 A It would be.

25 Q And do you recall when that was, approximately?

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1 A It probably would have been sometime -- let's see. My
2 dad died in March. It probably would have been
3 sometime later in 2015. So maybe late summer or early
4 fall.

5 Q And did Mr. Manning ever tell you what he did in
6 response to that?

7 A I would periodically ask him and he just said that he
8 had not looked into it.

9 Q Okay. Was anything ever done, to your knowledge, by
10 the estate or Mr. Manning on behalf of the estate
11 regarding the beneficiaries used?

12 A No.

13 Q Do you now or have you ever had an account with USAA
14 Federal Savings Bank?

15 A I had car insurance at one time.

16 Q Okay. Through USAA Insurance Company?

17 A Yes. And I have -- I received funds from USAA after my
18 father's death of \$5,000, and then I have like a small
19 amount of \$1,900 in a retirement account. But I did
20 not personally bank with USAA.

21 Q You have \$1,900 in an account with -- in a retirement
22 account with USAA currently?

23 A Well, it was transferred to Wells Fargo, and it was
24 distributed then to me.

25 Q All right.

1 A Upon my father's death. I don't understand how that
2 worked, but it is there.

3 Q And you believe that came from a retirement account?

4 A It came from some sort of account. I don't know that
5 it was an IRA or some life insurance. I just really
6 don't know. I just know that it's about \$1,900, and I
7 have it.

8 Q That you got from a USAA entity, but you don't know
9 what USAA entity?

10 A No.

11 Q Okay. And, so, likewise, if I asked you if you have
12 now or ever had an account with USAA Investment
13 Management Company ---

14 A I have not.

15 Q Do you know the difference between USAA Federal Savings
16 Bank and USAA Investment Management Company, the two
17 entities you've sued?

18 A Not that I could probably give a reasonable
19 explanation.

20 Q Have you ever had any conversations with anyone at USAA
21 Federal Savings Bank to your knowledge?

22 A In -- I talked with Mr. Eddie Kramer, who was in the
23 wealth management side, who handled my dad's account at
24 one time.

25 Q Okay. And do you know whether he worked for USAA

1 Federal Savings Bank or USAA Investment Management
2 Company?

3 A I don't.

4 Q Did you speak with anyone else, other than Eddie
5 Kramer, with any USAA entity related to your father's
6 IRA account?

7 A I did not.

8 Q Okay. When did you speak to Mr. Kramer?

9 A It was right after my sister died. My sister had
10 called him on Friday before she died on Saturday, and
11 had left a message for him. And he called on that
12 Monday asking for my sister, and I told him that she
13 had died over the weekend.

14 Q Do you know why Kathy called Mr. Kramer?

15 A I have no idea.

16 Q Okay. Other than telling Mr. Kramer that your sister
17 had passed away, did you have any substantive
18 communications with him?

19 A I did not.

20 Q Is that the only conversation you ever had with him?

21 A That's the only conversation I remember.

22 Q And do you remember any conversations with anyone else
23 at USAA Federal Savings Bank or USAA Investment
24 Management Company?

25 A I don't remember any.

1 Q And I think you answered this, but I didn't ask the
2 question this specific way, so I want to make sure it's
3 clear. Prior to your father naming Phyllis Krohn as
4 his attorney in fact, did he discuss that decision with
5 you?

6 A He did not.

7 Q And it was only once you were in the hospital that --
8 did that come up -- or he was in the hospital. Excuse
9 me.

10 A No, I talked to him about it before he went to the
11 hospital at Duke for his surgery.

12 Q So, in his preparation for admission to the ---

13 A Yes.

14 Q --- hospital is when that issue came up?

15 A Uh-huh.

16 Q That's a yes?

17 A That is a yes.

18 MR. BROWN: Is this 9?

19 (MARKED FOR IDENTIFICATION, DEFENDANT'S EXHIBIT
20 NUMBER 9, USAA - POA, ATTACHED.)

21 BY MR. BROWN:

22 Q And when was that surgery that occurred, where you had
23 that conversation about the power of attorney to
24 Phyllis Krohn?

25 A February -- about the early part of February 2009.

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1 Q All right. I've handed you a document which was marked
2 as Exhibit 9. Have you seen that document before?

3 A I believe this was a document that I saw at the
4 deposition a couple of weeks ago.

5 Q And on its face, it appears to be another power of
6 attorney by your father to Ms. Krohn; correct?

7 A It does.

8 Q And if you look on the top of the back page of it, it
9 has your father's signature. Is that fair?

10 A Uh-huh. Yes, it is fair.

11 Q And it's dated November the 9th of 2010.

12 A Which was just before he had his second surgery at
13 Duke.

14 Q And, so, even though you had expressed concerns the
15 year before in 2009 about Phyllis Krohn holding a power
16 of attorney for your father, your father chose to
17 execute a new power of attorney giving Phyllis Krohn
18 the powers of an attorney in fact in 2010. Is that
19 correct?

20 A Apparently, he did.

21 Q And would you agree that in 2000 -- in November of
22 2010, Dr. Petit was of sound mind and competent to
23 execute this document?

24 A Well, he was already exhibiting the signs of dementia,
25 but there was a notary public who apparently believed

1 that he was of sound mind to sign this.

2 Q And do you have any basis to dispute that, on November
3 9th of 2010, that he was not competent to sign this?

4 A Not at that time, no.

5 Q Do you know who Kevin Dempsey is?

6 A I believe that he either is or was an accountant in Mr.
7 Dorn's office.

8 Q But you weren't present when Exhibit 9 was executed.
9 Is that correct?

10 A I was not.

11 Q Are you aware of any documents that Ms. Krohn signed
12 under the authority granted by Exhibit 9?

13 A I don't know of any.

14 Q Are you aware of any documents that Ms. Krohn signed,
15 under any power of attorney that she was provided by
16 your father, that was ultimately submitted to USAA?

17 A I don't know.

18 Q As you sit here today, have you seen any such
19 documents?

20 A I have not.

21 Q I'm going to ask you to pull out Exhibit 6 for me. Do
22 you have that?

23 A I do.

24 Q And I think you testified to this, but I just want to
25 make sure the record is clear. You were aware that

1 your father had executed a power -- a Durable Power of
2 Attorney providing that Henry Dorn would serve as his
3 attorney in fact; correct?

4 A I was aware after the fact that it was done.

5 Q Okay. So your father did not tell you in advance that
6 he was going to give Mr. Dorn those powers?

7 A My sister and I had discussed if Ms. Krohn was not the
8 power of attorney, who would we want to be the power of
9 attorney. So, I knew that at some point we would ask
10 Mr. Dorn to be power of attorney, but my sister had
11 transacted all of this.

12 Q So you believe your sister was the one who arranged for
13 Mr. Dorn to become the power of attorney?

14 A You mean through this document?

15 Q Yes.

16 A Through this document, yes.

17 Q Okay. Who do you believe approached Mr. Dorn and asked
18 him to become a power of attorney for your father?

19 A I believe my sister did.

20 Q And do you believe your sister approached your father
21 to get his approval to do that?

22 A I do.

23 Q And do you think it was appropriate for your sister to
24 ask your father to name someone to be a power of
25 attorney?

1 A I don't have a problem -- I did not have a problem with
2 that.

3 Q Do you know who Dee Lollis is and Christina Lollis?

4 A No, I do not.

5 Q Were you present when Exhibit 6 was executed?

6 A I was not.

7 Q Do you know who was present?

8 A I believe my sister was president -- I mean, present.

9 Q Anyone else?

10 A Well, I assume that the -- that perhaps Mr. Watson may
11 have been present because there is an initial there.
12 He was a lawyer. And I guess the two witnesses were
13 present. But if there was anyone else present other
14 than my sister, Mr. Watson and the two Ms. Lollises, I
15 can't speak to that because I was not there.

16 Q Who is Mr. Watson?

17 A Marvin Watson. He is an attorney here in Greenwood.

18 Q And who does he represent?

19 A For this particular transaction, he represented my
20 father.

21 Q Okay. Why did your father use Mr. Watson as opposed to
22 his normal attorney, Mr. Manning?

23 A I have no idea.

24 Q Had your father had a falling out of some type with Mr.
25 Manning?

1 A I don't know.

2 Q Do you have any evidence that Dr. Petit was not of
3 sound mind and competent to execute Exhibit 6 in
4 February of 2012?

5 A I personally do not, on that day, have evidence to
6 that.

7 Q Did Dr. Petit have the legal ability in February of
8 2012 to change the beneficiaries on his IRA accounts?

9 A I don't know.

10 Q Do you doubt that he had that legal ability in some
11 way?

12 A I -- you're talking about legal ability versus mental
13 capacity; correct?

14 Q That's what I'm asking as of right now.

15 A Legally, I suppose he could have done that in February.

16 Q And you understand, don't you, that, in the probate
17 proceeding in 2013, the court found that Exhibit 6 was
18 a valid and enforceable power of attorney?

19 A I do.

20 Q And that, in so finding it, it necessarily found that
21 he was competent to execute it at that time.

22 A I understand. My father had good days and he had bad
23 days. Good moments and bad moments. So, I was not
24 there, and I don't know what his situation was. But
25 apparently, an attorney and two witnesses believed him

1 to be competent on that day.

2 Q If you'll look on the first page of Exhibit 6.

3 A Yes, sir.

4 Q The very first paragraph identifies that your father is
5 the one doing the appointing of the attorney in fact;
6 correct?

7 A I do see that, yes.

8 Q And that he is appointing Henry A. Dorn as the attorney
9 in fact pursuant to this power of attorney; correct?

10 A Yes.

11 Q And then it goes on to state that -- starting towards
12 the middle of the line below that, "My attorney" --
13 well, why don't you read it for me starting with "My
14 attorney is authorized".

15 A I'm sorry. Where are you speak- -- in that first
16 paragraph?

17 Q In the first paragraph, it identifies Mr. Dorn.

18 MR. NASROLLAHI: Second sentence of the first
19 paragraph.

20 THE WITNESS: Oh. Okay. "My attorney is
21 authorized, in such attorney's absolute discretion,
22 from time to time and at any time, to act for me and in
23 my name, place and stead in any way which I might or
24 could do if I were personally present as and for my
25 true and lawful attorney in fact, and to have all

1 powers hereinafter set forth; said powers not being in
2 limitation of this general power but just by way of
3 illustration."

4 BY MR. BROWN:

5 Q Okay. So the document says that it gives Mr. Dorn the
6 ability to take any action that your father could have
7 taken himself.

8 A Yes.

9 Q And by listing specific things within the power of
10 attorney, it notes that those are illustrations of
11 powers, not limitations on what can be done; correct?

12 A I do.

13 Q You agree with that?

14 A I do.

15 Q And, therefore, if your father had the legal ability to
16 change beneficiaries on his accounts -- his IRA
17 account, so could Mr. Dorn. Isn't that correct?

18 MS. MERRILL: Objection.

19 THE WITNESS: I don't know. I mean, I haven't
20 read all of the fine print here. But just because Mr.
21 Dorn could does not mean that Mr. Dorn personally would
22 have considered that to be something he would do.

23 BY MR. BROWN:

24 Q All right. My question, though -- we just read the
25 language that specifically says that, "The attorney in

1 fact can act for me, and in my name, place and stead in
2 any way in which I might or could do if I were
3 personally present." So, anything that your father
4 could have done, Mr. Dorn could do.

5 A He could have.

6 Q And, therefore, if your father could change the
7 beneficiary on his IRA account, so could Mr. Dorn,
8 couldn't he?

9 A He could have if he had deemed it to be something he
10 wanted to do.

11 Q In two thous- -- in the summer of 2014, isn't it true
12 that Mr. Dorn requested that all funds in Dr. Petit's
13 IRA be transferred from USAA Investment Management
14 Company to Wells Fargo?

15 A He did.

16 Q And did you ask him to do that?

17 A He consulted with me about doing it. We talked about
18 it.

19 Q And did you ask him to do it?

20 A I told him to go ahead and make that change.

21 Q Did you initiate the thought of transferring the money,
22 or did he?

23 A I did not initiate that. We were having a conversation
24 about how, you know, he was not able to access those
25 funds. And I asked what we might do, and he said he

1 would explore the possibilities.

2 Q Okay. And you would agree, pursuant to the power of
3 attorney, you know, if your father -- that your father,
4 at that time, would have had the ability to transfer
5 those funds; correct?

6 A In ---

7 Q Before he was declared incompetent, he would have had
8 the ability to transfer ---

9 A My father would have had the ability.

10 Q Yes.

11 A I'm not sure I understand the question.

12 Q All right. Let me back -- take a step back. Before
13 your father was declared incompetent, he had both the
14 -- he had the ability to move those funds wherever he
15 wanted to move them; correct?

16 A He did.

17 Q And, therefore, after your father was declared
18 incompetent, Mr. Dorn, under the power of attorney, had
19 the legal right to move those funds to any financial
20 institution he would want to move them to.

21 A He could.

22 Q And, therefore, his transfer of the funds in the summer
23 of 2014 was a valid and lawful transfer.

24 A I believe it to be.

25 Q And, in fact, USAA Investment Management Company did,

1 in fact, transfer those funds to Wells Fargo in the
2 summer of 2014.

3 A After being -- after going through numerous legal
4 pursuits, yes.

5 Q And at the time of your father's passing in 2015, all
6 of the funds from the IRA account had been transferred
7 to Wells Fargo before that time; correct?

8 A I believe that.

9 Q And you would agree that neither USAA Federal Savings
10 Bank nor USAA Investment Management Company distributed
11 any money to a beneficiary of the IRAs?

12 A That's probably true.

13 Q The distribution of the IRA funds was done by Wells
14 Fargo; correct?

15 A Yes. To the best of my knowledge, because I didn't
16 receive any. So I believe that that's how it was
17 distributed.

18 Q Let me ask you to look at Exhibit 5 with me.

19 A Okay. Let me get my papers here.

20 MS. MERRILL: It's this one right here
21 (indicating).

22 THE WITNESS: Oh, the initial one that was set up.
23 Okay.

24 BY MR. BROWN:

25 Q Do you know when your father transferred his IRA

1 account to any USAA entity?

2 A I do not.

3 Q Did he discuss that transfer to USAA with you prior to
4 it occurring?

5 A He did not.

6 Q Exhibit 5 appears on its face to be a designation of
7 beneficiary form executed in January of 2007; correct?

8 A Yes.

9 Q Now, did you have any conversations with your father
10 prior to his executing this document?

11 A No.

12 Q Were you present when your father signed Exhibit 5?

13 A I was not.

14 Q In Exhibit 5 -- and this may be nothing, but between
15 the words Karen and Petit, there is something written.

16 A NMI, no middle initial.

17 Q Oh, okay. No middle initial. Okay.

18 A I have no middle name.

19 Q Okay. All right. I didn't understand what that was.

20 So ---

21 A I can understand that.

22 Q And you would agree with me that your father had the
23 legal ability to designate beneficiaries when he did
24 so, pursuant to Exhibit 5 in 2007; correct?

25 A Yes.

1 Q And that you don't question whether he had the mental
2 competency in 2007 to do this either.

3 A No.

4 Q Okay. And I think you said this before, but your
5 mother passed away in 2006; correct?

6 A She did.

7 Q Do you know what -- who was designated as the
8 beneficiary of the IRA before this document was
9 executed?

10 A I believe, because of a conversation I had with my
11 mother -- but I was unsure if it was an IRA or banking
12 assets, that she was the first person -- she would be
13 the first person to receive assets, and that my sister
14 and I would be secondary. But if she died then -- but
15 that was before 2007. So...

16 Q Exhibit 4 we looked at some before, but ---

17 A Which one is it?

18 MS. MERRILL: The other -- that one.

19 MR. BROWN: It's the other beneficiary form.

20 THE WITNESS: Okay.

21 BY MR. BROWN:

22 Q I just wanted to be clear. You were not present when
23 this document was signed; correct?

24 A I was not.

25 Q Do you know who was?

1 A Truthfully, no.

2 Q And ---

3 A At that ---

4 Q --- on January 23, 2012, where were you?

5 A I was in Columbia, at my job.

6 Q And, so, you didn't see your father on that day. Is
7 that fair?

8 A I did not see him on that day, but I did talk to him.

9 Q And you have testified earlier that sometimes your dad
10 would be fine, sometimes he wouldn't. Is that fair?

11 A Uh-huh.

12 Q So he had lucid intervals, times when he was
13 cognitively able to function, other times he was not.
14 Is that fair?

15 A That is fair.

16 Q And at the time this document was signed, you don't
17 have any basis to say one way or the other whether or
18 not that was a time when he was having a good moment or
19 a bad moment. Is that fair?

20 A I suppose. I do know that my father was under a lot of
21 medication on that particular day.

22 Q And just so we're clear, in advance of January 23,
23 2012, your father never discussed with you the
24 beneficiaries of his IRA. Is that fair?

25 A You mean the changing of the beneficiaries?

1 Q Yes.

2 A No, he did not.

3 Q And after January 23, 2012, your father never discussed
4 with you changing of beneficiaries.

5 A On -- in the early fall of 2014, when I was considering
6 taking early retirement for US- -- from USC, because my
7 father's condition was worsening, and my sister had
8 died and it was just a terrible time in our lives, I
9 told my dad that I was considering taking early
10 retirement and that, you know, I was trying to plan,
11 you know, financially for what would happen. And I
12 asked him, I said, "Now, I know that I had been the
13 beneficiary of your IRA, and is that the case?" And he
14 said, "Yes."

15 Q And when was that conversation, do you believe?

16 A The conversation was in either late summer, early fall.

17 Q Of 2014.

18 A Of 2014.

19 Q And it's your belief that, at that moment of that
20 conversation, was he having a lucid moment or not?

21 A He appeared to.

22 Q How frequently have you had communications with Mr.
23 Dorn since -- or after the time your father was
24 declared incompetent in May of 2013?

25 A That was a difficult time in my life, so I would -- you

1 mean how many times or how frequently?

2 Q How frequently?

3 A Maybe once a month or so.

4 Q And ---

5 A Or he would call me if there were things that, you
6 know, he wanted to ask me.

7 Q Okay. Did he ever call you about the beneficiaries of
8 the IRA?

9 A He did not. Not to my recollection, no, he did not.

10 Q But you were aware, prior to the transfer, that the IRA
11 was going to be transferred from USAA Investment
12 Management Company to Wells Fargo.

13 A Yes, I did know that.

14 Q Have you consulted any handwriting experts about the
15 signatures on any of the documents that you've been
16 shown today?

17 A I have not.

18 Q Do you have any evidence that USAA ever made any change
19 to an -- to the IRA account at the direction of Phyllis
20 Krohn?

21 A No, not to my knowledge. The e-mails were going to her
22 regarding the account, so she could have. But I don't
23 know that for certain.

24 Q Have you seen any e-mails between USAA and Ms. Krohn
25 about the IRA account?

1 A I have not.

2 Q What do you believe USAA either -- well, let me back --
3 let me break it down.

4 What do you believe USAA Federal Savings Bank did
5 wrong?

6 A In the matter of the IRA?

7 Q Yeah. Well, I mean, if you think they've done
8 something else wrong that's an issue to your case, let
9 me know, but anything that you contend they did wrong
10 that impacts your case.

11 A Okay. Let me go back. On this power of attorney that
12 was transacted in 2009 ---

13 MS. MERRILL: What's the exhibit number?

14 THE WITNESS: Oh, I'm sorry. Exhibit 2.

15 MR. BROWN: I think it's 2.

16 MS. MERRILL: Yeah, that's fine. Just -- it just
17 helps ---

18 THE WITNESS: For the record. I know.

19 MS. MERRILL: Thank you.

20 THE WITNESS: So, 2009 and not 2089, as my father
21 wrote, I don't understand why there maybe was not a
22 witness and a notary required, because Wachovia
23 declared that -- or required that. And that's possibly
24 a policy or some decision that exists that I'm not
25 aware of.

1 I -- and I believe that USAA did not execute or
2 due diligence in this individual retirement account
3 change of beneficiary by not requiring a witness or a
4 notary for that document.

5 USAA proudly touts itself as being a protector of
6 the nation's military men and women and their families,
7 and I believe that I -- my father, and I and my sister
8 were not looked after with that due diligence. A
9 simple witness or notary would have prevented us from
10 probably being here today.

11 BY MR. BROWN:

12 Q All right. Anything else that you believe USAA Federal
13 Savings Bank did wrong?

14 A Well, at the moment, no. But ---

15 Q And I think you've already said you really don't know
16 the difference between USAA Investment Management and
17 USAA Savings Bank. So just to be clear, is there
18 anything in addition to that that you think USAA
19 Investment Management Company did wrong?

20 A Well, I think -- I mean, we -- it's all under the same
21 umbrella.

22 Q Okay. So, you're putting them together in terms of
23 your claim.

24 A Yes.

25 Q Okay. All right. In terms of the first thing that you

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1 mentioned there with regard to Exhibit 2 needing a
2 separate -- second witness notary, is there any change
3 to the account that was done -- do you have any
4 evidence that there was a change to the account -- the
5 IRA account done pursuant to Exhibit 2?

6 A Beforehand?

7 Q At any time.

8 A At any time?

9 Q At any time.

10 A Do I have evidence? I don't have evidence.

11 Q Do you have any evidence that Ms. Krohn took any action
12 with regard to the IRA account pursuant to the powers
13 provided in Exhibit 2?

14 A I don't know.

15 Q With regard to the second thing, do you have any type
16 of retirement account?

17 A Do I have an IRA? I do ---

18 Q Any type of retirement account that has a designated
19 beneficiary.

20 A No, other than my state retirement account. And it's a
21 small account separate from my main account.

22 Q In the execution or in the implementation of a
23 designation of beneficiary, are you aware of any
24 obligation imposed by any rule, regulation or law,
25 which would require that a designation of beneficiary

1 be notarized or witnessed?

2 MS. MERRILL: Objection.

3 THE WITNESS: I'm sorry. Ask that again.

4 BY MR. BROWN:

5 Q Are you aware of any obligation imposed by anything, by
6 a law, a rule, a regulation, which would say that a
7 designation of beneficiary must be notarized or
8 witnessed?

9 A I'm not aware of a law or a policy. I know that other
10 banking institutions require witnesses and notaries on
11 such documents.

12 Q On designations of beneficiaries?

13 A Yes.

14 Q Who do you believe requires that?

15 A Well, I looked up -- I believe it was Bank of America.
16 And there were some other institutions that I looked at
17 online. And even if it's not a law, I just -- I
18 believe that a poli- -- a sound policy would require
19 that.

20 Q Okay. And in the execution of the power of attorney
21 appointing Mr. Dorn in February of ---

22 A 2012.

23 Q --- 2012, there were notaries -- there was a notary and
24 there were witnesses present for that document.

25 A There were.

1 Q And that was deemed -- or those people deemed your
2 father to be competent for the execution of that
3 document at that time.

4 A At that time, yes.

5 Q And as you sit here today, you don't have any evidence
6 one way or the other as to whether your father was in a
7 competent condition at the time he executed Exhibit 4,
8 the change of beneficiary form; correct?

9 A The evidence that I have is his signature, the fact
10 that Ms. Krohn filled out all of this herself, this
11 being filled out following an argument -- two arguments
12 that Ms. Krohn and I had had. So I don't have any
13 evidence, but I do know that my father was not a well
14 man when this happened.

15 Q And on the face of Exhibit 4, is there anything that
16 would indicate to a neutral third party that that
17 document has been tampered with or doctored in any way?

18 A I'm sorry. Ask that again.

19 Q If you look at that Exhibit 4, the designation of
20 beneficiary form, is there anything on the face of that
21 document which would indicate to a neutral third party
22 that the document has been altered or was falsified in
23 any way?

24 A I don't know.

25 Q Do you see anything that you would say shows you that

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1 it's been altered or falsified?

2 A Well, I don't know about altered or falsified, but
3 somebody scratched out the beginning of a date here and
4 didn't initial it.

5 Q Okay. And you think that would be troubling to anyone?

6 A I think it could be.

7 Q Anything else that you think would be troubling about
8 the document on its face?

9 A Well, the other thing is that the secondary beneficiary
10 for my sister should have gone to -- or would to me, in
11 all likelihood, have gone into her trust because that's
12 how my father initially had wanted those funds to go.

13 Q And that's your personal belief as to how he would have
14 done it.

15 A Yes, it is. My father wanted my sister taken care of
16 because of her health problems, and he set -- he went
17 to the trouble of setting up a trust for her and was
18 adamant that actions be taken to ensure that she would
19 always be taken care of.

20 Q And let me back up a minute, just to make sure I
21 understand. When was that trust created?

22 A I would -- I think sometime probably in 2006, perhaps
23 previously, because her -- she had problems during that
24 time.

25 Q Was it created prior to the passing of your mother?

1 A I don't know. I really do not know.

2 Q Could it have been created through the will of your
3 mother, through the ---

4 A I don't know.

5 Q But I think you testified before that the money that
6 was distributed pursuant to the will of your mother
7 went in trust.

8 A Into a -- yes, it did. So it could have been -- that
9 may have been when it was established in 2006, or
10 possibly before when she was creating her will. And
11 I'm not exactly sure what that date was.

12 Q And you said that the house was in your mother's name.

13 A Yes.

14 Q And when it passed, it passed to you and your sister.

15 A It did.

16 Q And that your father had a life estate in it so he
17 could use it during his life.

18 A His lifetime, yes.

19 Q And then, when your sister passed, what happened to her
20 interest in the house?

21 A Well, my two nieces, Leaman and Caroline, inherit- --
22 would have inherited -- did inherit a quarter each in
23 trust, and I inherited half. My niece, Leaman, did not
24 want an interest in the house, and so she gave her
25 interest to her sister. So, my -- Caroline. So,

1 Caroline and I own the house together.

2 Q So currently you own half the house and Caroline owns
3 half the house. Is that correct?

4 A That's correct.

5 MR. BROWN: I think that's all I have.

6 EXAMINATION

7 BY MS. MERRILL:

8 Q Let's look at Exhibit 2.

9 A This one (indicating)?

10 Q Yes. If you'll look at the second page of that one.
11 And the point right there (indicating), do you see
12 where that -- it looks like your social security number
13 is filled in?

14 A Yes, and it's ---

15 Q Does that handwriting look different to you than the
16 rest of the handwriting on that document?

17 A It does.

18 Q You mentioned a couple of times when you returned from
19 the cruise. Were you referencing, I guess, the cruise
20 that ended up in your father's -- not the cruise -- the
21 cruise that then your father got -- became ill and
22 ended up in Key West and then Miami?

23 A Yes.

24 Q Okay. And he was in the hospital for approximately two
25 weeks?

1 A Approximately.

2 Q Did you see him every day during that hospitalization
3 once you got to Florida?

4 A Right. Once we got to Florida, they were taken off the
5 ship on January the 9th, which was a Monday. And, so,
6 we got there on Thursday, and I was with him every day
7 after that.

8 Q Okay. So, from the time you arrived in Florida until
9 the time you returned to South Carolina, you saw him
10 every day?

11 A I did.

12 Q And did you fly home with him from the hospital?

13 A I did. I did.

14 Q So you saw him the day he returned from the hospital?

15 A I did.

16 Q Okay. And that was the day before he signed Exhibit 4.
17 Is that correct?

18 A Correct.

19 Q Had you seen him -- well, let me ask you this. Did you
20 go back to -- when you arrived back in South Carolina,
21 did you go back to Columbia?

22 A I did.

23 Q Okay. And from that time in January until the end of
24 February, did you see your father less frequently than
25 every day?

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1 A I did.

2 Q Okay. Did you see your father in person during that
3 time at all? Do you recall?

4 A I did. I know that I went either the weekend after we
5 returned from Florida or the weekend after that. So
6 ---

7 Q But you weren't having the same daily contact with him
8 that you were having prior to January 23, 2012;
9 correct?

10 A Correct.

11 Q Okay. What was your understanding of why Henry Dorn
12 wanted to move the USAA account to Wells Fargo? Was it
13 easier for him to have all of the accounts at one
14 institution?

15 A It -- to have it at a local institution and because he
16 was unable to access the accounts at USAA.

17 Q To your knowledge, did Phyllis have any authority to
18 change beneficiaries at any account at Wells Fargo in
19 2014?

20 A At Wells Fargo in 2014, no. Ms. Krohn did not have any
21 powers of attorney after February of 2012, although she
22 did express to my father that she wanted to be named a
23 power of attorney again.

24 Q Looking at Exhibit -- if you'll pull Exhibit 8 and
25 Exhibit 4.

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1 A Okay.

2 Q So, looking at Exhibit 8 -- we talked about this one
3 earlier. That looks like -- it appears to be a fax
4 from USAA to Henry Dorn; correct?

5 A Yes.

6 Q Okay. And looking at the last page is where it lists
7 your two nieces as the designated beneficiary; correct?

8 A Yes.

9 Q Okay. And do you see at the top of there it says page
10 4 of 4? The very top, like at the fax.

11 A It says page 3 of 4.

12 Q Flip over one more.

13 A Oh, then page 4 of 4, yes.

14 Q Okay. And then we have four pages stapled there. Is
15 that correct?

16 A Yes.

17 Q Okay. So do you think it's reasonable to assume that
18 this is a copy of the entire fax that went to Henry
19 Dorn?

20 A I do.

21 Q And do you see on this fax anywhere where you or your
22 sister are listed at all?

23 A No, we are not listed.

24 Q Okay. And then, looking at Exhibit 4, to your
25 knowledge, did Henry Dorn ever see a copy of this form

1 when the account was moved from USAA to Wells Fargo in
2 2014?

3 A To my knowledge, no.

4 Q Okay. Do you know if your father had a retirement
5 account at Wells Fargo prior to 2014?

6 A I'm not sure.

7 Q Did your father bank at Wells Fargo?

8 A Well, he -- yes, he banked at -- well, he banked at
9 Wachovia, which became Wells Fargo.

10 Q If you'll look at Exhibits 4 and Exhibit 5.

11 A Okay.

12 Q Exhibit 5 is the beneficiary form that was signed in
13 2007 and sent to USAA; correct?

14 A Yes.

15 Q And then Exhibit 4 is the one that was signed on
16 January 23, 2012, and sent to USAA; correct?

17 A Yes.

18 Q So, based on the dates of these, USAA would have gotten
19 what's marked as Exhibit 5 first, before they got
20 what's marked as Exhibit 4; correct?

21 A Yes, based on the -- yes, based on those dates. They
22 would have had Exhibit 5 before Exhibit 4.

23 Q Okay. When USAA received the form in -- let me refer
24 to Exhibit -- Exhibit 4. Do you think they had any
25 obligation to follow up with your father to be sure

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1 that he understood this form or that he was the one
2 who, in fact, made the change?

3 MR. BROWN: Object to the form.

4 THE WITNESS: I do believe that they had an
5 obligation. He had been an account holder for some
6 period of time. They should have had knowledge of his
7 age, which at 87 could be a red flag for most people.

8 BY MS. MERRILL:

9 Q To your knowledge -- or do you have any evidence that
10 would show USAA compared the handwriting on Exhibit 4
11 with Exhibit 5 before making the change?

12 A I have no evidence indicating that they looked at the
13 handwriting and -- at all.

14 Q And it was Phyllis who wrote everything on Exhibit 4.

15 A Exhibit 4, yes.

16 Q Okay.

17 MS. MERRILL: All right. That's all the questions
18 I have.

19 FURTHER EXAMINATION

20 BY MR. NASROLLAHI:

21 Q I just want to ask a couple of follow-up questions. My
22 first time around asking you questions, you admitted to
23 me that the money that your nieces received was
24 rightfully yours.

25 A Half of those funds.

1 Q Half of those funds, rightfully yours. That is money
2 that should have gone to you.

3 A I do believe that.

4 Q And you also said that, regardless of the outcome of
5 this litigation, you are fine with them having that
6 money.

7 A I am not going to sue them to get the money back, if
8 that's what you're asking.

9 Q So the -- what is your position on their having the
10 money, regardless of the outcome of this litigation?

11 A Well, I will go to my grave believing that I should
12 have had half of those funds.

13 Q Right.

14 A But I am not, because of the circumstances in our
15 family of their losing their mother, going to contest
16 that with them.

17 Q Okay. So, individuals who rightfully have your money
18 -- well, strike that.

19 In your first cause of action in your complaint,
20 you accrue -- you accuse the then Ms. Krohn of
21 intentional interference with a contractual
22 relationship, and you say that her tortious
23 interference with this contract, meaning the contract
24 with USAA, caused damages to you. What are your
25 damages?

1 A What are my damages?

2 Q Correct.

3 A Well, I didn't receive approximately a quarter of a
4 million dollars that I could have invested.

5 Q Right. But the people who have the money you are not
6 interested in get- -- in recovering the money from
7 them. You are ---

8 A They are my family.

9 Q I understand that. But legally speaking, you are
10 effectively okay with them having the money.

11 MS. MERRILL: Object to the form.

12 THE WITNESS: I'm not going to say that I'm okay
13 with it.

14 BY MR. NASROLLAHI:

15 Q Okay. Then why aren't you suing them?

16 A I think I answered that. They are my family.

17 Q Okay. So ---

18 A And I will have to accept whatever has happened or will
19 happen.

20 Q And, so, you are not interested in pursuing any claim
21 to the people who rightfully have your money?

22 MS. MERRILL: Object to the form.

23 THE WITNESS: I think I've answered that.

24 BY MR. NASROLLAHI:

25 Q I mean, who have your money -- who have money that

1 should rightfully be yours.

2 A I think I've answered that.

3 Q I'm asking you again.

4 A Are you saying that you -- that I should sue my nieces
5 or take their money? Is that what you're asking me?

6 Q I am saying that people who right- -- who have money
7 that should rightfully be yours are not parties to this
8 lawsuit or any other lawsuit brought by you. Is that
9 not a ---

10 A That is what I'm saying.

11 Q That's an accurate statement of the facts?

12 A That is what I'm saying.

13 Q Okay. So -- but you are saying that you have been
14 damaged by conduct of Ms. Krohn -- Ms. Van Swol.

15 A Yes.

16 Q Okay. Again, state for me the -- you say that she owed
17 -- that Ms. Van Swol owed your father a breach of
18 fiduciary -- had a fiduciary duty to your father. And
19 you testified, when Mr. Brown was asking you questions,
20 that the estate never brought an action against her for
21 this.

22 A They did not.

23 Q Okay. Are you in any way, shape or form in a capacity
24 to represent your father's estate?

25 A No, I was his guardian, but I can't represent his

1 estate.

2 Q Right. And your guardianship terminated on his death.

3 A It did, yes.

4 Q Okay. So, when it says, "Defendant Krohn's breach of
5 fiduciary duty caused damages to the plaintiff," that's
6 not an accurate statement.

7 A Well, she made the change or instigated the change.

8 Q Did she owe you a fiduciary duty?

9 A She owed -- did she owe me a fiduciary duty?

10 Q Correct.

11 A She owed me a moral duty.

12 Q My question is did she owe you a fiduciary duty?

13 A Are you saying did she owe me a financial duty?

14 Q I asked you if she owed you a fiduciary duty.

15 A Well, explain that to me, please.

16 Q Did she -- was there anything -- was there any
17 relationship between you and Ms. Krohn, whereby she was
18 required to deal with you -- deal with third parties or
19 even with you, with your best interest in mind in a
20 legal way?

21 A I don't know.

22 Q You do not know. Okay. Explain to me what you -- what
23 gives you -- what facts you have to demonstrate that
24 she owed you any kind of duty whatsoever.

25 A Any kind of duty whatso- ---

1 Q Any kind of duty.

2 A When Ms. Krohn assumed the power of attorney
3 responsibilities for my father, I believe she had an
4 obligation to act in his best interest, whether it was
5 medically, financially or otherwise.

6 Q Right.

7 A And it was not her duty or responsibility to change
8 beneficiaries or other things that he, when he was in
9 his sound mind, had deemed his will.

10 Q Okay. Negligence against Ms. Krohn. Have you -- are
11 any of your damages in a physical nature?

12 A A physical nature?

13 Q Have you suffered physical injury from any of Ms. Van
14 Swol's conduct?

15 A Emotional damage, yes.

16 Q Okay. And what is -- how much are your damages in that
17 regard?

18 A I have nightmares.

19 Q Okay. What I'm saying is if you're asking a jury to
20 award you money to compensate you for nightmares and
21 other emotional distress you've encountered, how much
22 are you asking for?

23 A I don't know.

24 Q You don't know.

25 A I haven't determined a figure.

1 Q Okay. Well, I'm asking you on the record now to
2 determine a figure.

3 A I have no idea.

4 Q Okay. Undue influence. Okay.

5 MR. NASROLLAHI: All right. That's all I have.

6 FURTHER EXAMINATION

7 BY MR. BROWN:

8 Q Very briefly. You were asked about obligation to
9 follow up regarding the form, which is Exhibit 4. Do
10 you know how your father got that form?

11 A I have no idea.

12 Q Did you discuss with your father at any time
13 designation of beneficiary forms for his IRA account,
14 other than the one time you mentioned just a minute
15 ago? Well, let me back up. Let me rephrase that. Let
16 me withdraw that.

17 Do you know whether or not your father requested
18 the beneficiary form -- change form from USAA?

19 A I do not.

20 Q And in the time frame of late 2011, early 2012, did you
21 have any conversations with him about the beneficiaries
22 of his IRA?

23 A I did not. It never occurred to me that there might
24 ever be any change.

25 Q And when you say you thought that they had an

1 obligation to follow up, what is the basis of that
2 claimed obligation?

3 A Well, if USAA had pulled the original designation of
4 beneficiary and had looked at the change of
5 beneficiary, they would have seen two different
6 handwritings. They might have looked at my father's
7 age. He was a World War II veteran, which means he was
8 not born yesterday. And they might have followed up
9 with a phone call or other documents. They may even
10 have sent an additional one that would have had it -- a
11 designation of beneficiary that would have required a
12 witness or a notary.

13 Q Is it improper for an individual to ask someone else to
14 complete a form for them?

15 A Is it improper? No.

16 Q So, if your father had asked Ms. Krohn or asked anyone
17 to fill out that form for him, with the information he
18 provided to them, was that proper?

19 A I'm not going to say that it was improper.

20 Q Okay. And, so, the different handwriting from one form
21 to the other, providing the basic information on the
22 form, is easily explained in a proper manner, isn't it?

23 MS. MERRILL: Object to the form.

24 THE WITNESS: I don't know that. I would just
25 imagine that, if someone is handling the account the

1 size of my father's account -- and maybe nearly 500
2 thousand dollars is not much to USAA -- and I saw two
3 different forms, I might have asked -- I might have
4 made a call and said, "Dr. Petit, I'm looking at your
5 forms. Just want to check in with you and ask how
6 you're doing, and who filled out the form?"

7 BY MR. BROWN:

8 Q And if, in fact, your father had expressly asked USAA
9 to send him that form within a month or so of it being
10 executed, wouldn't it be reasonable when USAA got it
11 back to assume that your father had filled out the form
12 that he asked to receive?

13 MS. MERRILL: Object to the form.

14 THE WITNESS: I don't know.

15 BY MR. BROWN:

16 Q What would be unreasonable about USAA in that
17 situation?

18 A I'm sorry. I don't under- -- I think I don't
19 understand the question, so could you please repeat it
20 for me.

21 Q Assume for the basis of this question that your father
22 asked USAA to send him that change of beneficiary form
23 in December of 2011.

24 A Okay.

25 Q If that is the case, your father reaches out to USAA,

1 initiates that request, and then USAA receives that
2 document back approximately within a month or so of
3 that time that requested of the form, isn't it
4 reasonable for USAA then to accept that document as
5 coming from your father?

6 MS. MERRILL: Object to the form.

7 THE WITNESS: I don't believe it to be reasonable.

8 BY MR. BROWN:

9 Q Why?

10 A Why? Because they're -- even if it was a month's
11 difference -- I'm going to go back to this
12 (indicating). There are still different handwritings.
13 And a lot can happen between December and January, and
14 a lot did happen between December and January. And a
15 follow-up phone call to someone might have triggered
16 them to, at a minimum, send another beneficiary change
17 form that would have required a witness or a notary.

18 If I handled -- and this is very hypothetical. If
19 I handled someone's banking or financial accounts, and
20 I saw two very different documents, I think I would
21 have made a phone call. And at a minimum, to ensure
22 that an 87-year-old man was competent to do it, I may
23 have requested that it be signed in the presence of a
24 witness or a notary.

25 Q And do you have any information, whatsoever, as to the

1 extent of your father's communications with anyone at
2 USAA about this change?

3 A I do not.

4 Q And I think it was Ms. Krohn's testimony that, in fact,
5 a representative of USAA came and met with him, and at
6 that meeting, he requested information about change of
7 beneficiary forms.

8 A I heard her say that.

9 Q If, in fact, that's true, where a USAA representative
10 had recently met with him, in that meeting, deemed him
11 to be competent, and then requested to provide change
12 of beneficiary information. Assume that testimony is
13 true. Isn't it reasonable that USAA, when receiving
14 the document that your father requested, would accept
15 it as appropriate?

16 MS. MERRILL: Object to the form.

17 THE WITNESS: I don't know.

18 BY MR. BROWN:

19 Q Do you have any argument or any evidence that, if those
20 pieces of testimony are true, that USAA acted
21 irresponsibly or improperly in accepting that form?

22 MS. MERRILL: Object to the form.

23 THE WITNESS: I believe that USAA -- and I believe
24 I've answered this in several different ways -- had an
25 obligation with different handwritings -- and it wasn't

1 something that -- from the time this form was sent to
2 my dad until the time that he changed it, a great deal
3 changed in his life. And because of that, I do think
4 that USAA, at a minimum, should have made a phone call,
5 reached out to him or someone managing his affairs, and
6 asked for it to be different.

7 BY MR. BROWN:

8 Q Do you -- did you ever tell USAA that your father was
9 not competent to act?

10 A Did I tell them?

11 Q Yes.

12 A No.

13 Q Are you aware of anyone who told USAA in early 2012
14 that your father was not competent to act on his own
15 behalf?

16 A I believe -- no. I'm sorry. I do not.

17 MR. BROWN: All right. I think that's all I have.

18 MS. MERRILL: All right. Okay. All done.

19 (WHEREUPON, THE DEPOSITION CONCLUDED AT 3:39 P.M.)

20

21

22

23

24

25

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CERTIFICATE

This is to certify that the foregoing deposition of KAREN PETIT, consisting of 188 pages, is a true and correct transcript of the testimony given by said deponent after first being duly sworn; said deposition was reported by method of Stenomask with digital backup. This transcript may contain quoted material; said material is transcribed as read or quoted by the speaker.

I further certify that I am neither employed by nor related to any of the parties in this matter nor their counsel; nor do I have any interest, financial or otherwise, in the outcome of the same.

IN WITNESS WHEREOF I have hereunto set my hand and seal this 14th day of April, 2019.

Holly W. Wilson
Professional Verbatim
Reporter

Notary in and for the State of South Carolina
My Commission Expires: February 22, 2022

JOSHUA S. NASROLLAHI, ESQUIRE
ATTORNEY AT LAW
215 PARK AVENUE
GREENWOOD, SOUTH CAROLINA 29646

RE: KAREN PETIT V. PHYLLIS JEAN KROHN, ET AL.

Dear Mr. Nasrollahi,

Enclosed you will find both the original and copy of the deposition of KAREN PETIT, taken THURSDAY, THE 14TH DAY OF MARCH, 2019, in the above-referenced action.

As you may recall, the deponent requested to read and sign his/her deposition. Therefore, by copy of this letter, I am forwarding a copy of the transcript to the deponent's counsel, along with the original signature page, errata sheet and instructions for reading and signing.

Upon completion of the signature page and errata sheet, the original of these pages will be sealed under separate cover and forwarded to you with a copy to all counsel. If the said pages are not completed within the thirty-day period or when required in court, the original deposition shall be considered complete with this letter in lieu of the signature page.

It was a pleasure working with you. If we can be of assistance to you in the future, please give us a call.

Very truly yours,

Jill Bishop Edwards, CVR-CM
BISHOP REPORTING SERVICES, LLC

Enclosures

cc: JANE H. MERRILL, ESQUIRE
WILLIAM BROWN, ESQUIRE
KAREN PETIT
Original Deposition
Copy of Deposition



SIGNATURE PAGE

Karen Petit v. Phyllis Jean Krohn, USAA Federal Savings Bank and
USAA Investment Management Co.
(C.A. No. 2017-CP-24-01343)
Deposition of Karen Petit
Taken Thursday, March 14, 2019

I do hereby certify that I have read the foregoing
deposition given by me before Holly W. Wilson, Notary
Public for South Carolina, Spartanburg County, South
Carolina.

PLEASE CIRCLE EITHER "A" OR "B".

- (A) Said deposition is correct as is and
requires no changes.
- (B) I desire that the changes attached hereto,
described on the "Errata Sheet" be
incorporated into said deposition.

KAREN PETIT

SWORN BEFORE ME THIS _____ DAY OF _____, 20__

NOTARY PUBLIC FOR S.C.
MY COMMISSION EXPIRES:

BISHOP
REPORTING SERVICES, LLC
WWW.BISHOPREPORTING.COM 864-640-1634

**ERRATA SHEET
FOR THE DEPOSITION
OF KAREN PETIT
(TAKEN THURSDAY, THE 14TH DAY OF MARCH, 2019)**

PAGE	LINE	CHANGE AND REASON FOR CHANGE:

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**WACHOVIA BANK, NATIONAL ASSOCIATION
DURABLE POWER OF ATTORNEY**

WARNING TO PERSON EXECUTING THIS DOCUMENT: This is an important legal document. It creates a power of attorney that provides the person you designate as your attorney-in-fact with the broad powers it sets forth.

- You have the right to terminate this power of attorney.
- If there is anything about this form that you do not understand, you should ask a lawyer to explain it to you.
- These powers of attorney shall continue even if you later become disabled or incapacitated.

This Durable Power of Attorney is for:

Account Title: Edward L. Petit Org.: —

Account Number(s): [REDACTED] Safe Deposit Box Number: 102

As used herein, the words "I", "Me", "My", "Myself" and "Mine" refer to the account holder (hereinafter "PRINCIPAL") who signs this Durable Power of Attorney.

Complete This Section in Pennsylvania Only

Notice

The purpose of this Power of Attorney is to give the person you designate (your "AGENT") broad powers to handle your property, which may include powers to sell or otherwise dispose of any real or personal property without advance notice to you or approval by you.

This Power of Attorney does not impose a duty on your AGENT to exercise granted powers, but when powers are exercised, your AGENT must use due care to act for your benefit and in accordance with this Power of Attorney.

Your AGENT may exercise the powers given here throughout your lifetime, even after you become incapacitated, unless you expressly limit the duration of these powers or you revoke these powers or a court acting on your behalf terminates your AGENT'S authority.

Your AGENT must keep your funds separate from your AGENT'S funds.

A court can take away the powers of your AGENT if it finds your AGENT is not acting properly.

The powers and duties of an AGENT under a Power of Attorney are explained more fully in 20 PA. C.S. CH. 56.

If there is anything about this form that you do not understand, you should ask a lawyer of your own choosing to explain it to you.

I have read or had explained to me this notice and I understand its contents.

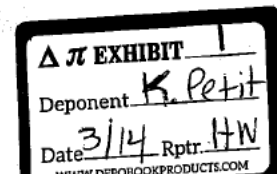
Principal

Date

I, the undersigned, have made, constituted and appointed and by these presents do make, constitute and appoint: Phyllis Jean Krohn my true and lawful attorney in fact
(Type Name of Agent)
(hereinafter "AGENT") for me from time to time and in my name, place and stead:

NJ Only: "To conduct banking transactions as set forth in Section 2 of P.L. 1991 (C.46:2B-8 et seq.)"

1. To make, draw, sign, endorse, deposit, accept, and deliver checks, drafts and other instruments for the payment of money on the above identified account;
2. To acknowledge the correctness of any statement on the above identified account;



3. To accept and receive notices and demands and sign receipts for canceled checks and vouchers on the above identified account, and generally to do all acts and things with reference to the above identified account with Wachovia Bank, National Association (hereinafter "BANK");
4. To open, deposit in, operate, withdraw from and close deposit accounts of all types.
5. To borrow money and to obtain credit for me from BANK on such terms as may seem to said AGENT advisable, and to make and deliver notes, drafts, acceptances, agreements, and any other obligations of mine in form satisfactory to BANK, and as security therefore to pledge any property of mine.
6. In addition to the above powers, by signing my name on the line appearing after this 6th power, my AGENT shall also have the power to access the safe deposit box indicated above and to act for and in my stead and as fully and completely as if I was present and acting myself with regard to said box, to take and remove from or add to the contents of said box and to have full and absolute control over the same, and I hereby direct BANK to allow my AGENT to enter said box whenever he/she requests that privilege and presents a key and signs his/her name on BANK records using the signature affixed hereto.
Signed: Edward J. Pettil (Principal's Signature)
7. In addition to the above powers, my agent shall also have the power to give written instruction to Bank with regard to all matters relating to my IRA Account as indicated above, including authorization to withdraw funds, but not the power to change or designate the beneficiary on my IRA Account.

Granting unto my said AGENT full power and authority to do and perform all acts and things whatsoever in connection with the foregoing authority as fully and for all intents and purposes as I could do if personally present.

I also, hereby, authorize and direct BANK to receive, accept, pay and/or apply, without any duty of inquiry, without limit as to amount, and without regard to the application or the proceeds, any check, draft, or other instrument for the payment of money drawn by my said attorney on or payable from the above identified account including but not limited to those indorsed to the order of said AGENT or otherwise for the personal credit or account of or in payment of the individual obligation of my said AGENT to BANK or others.

I hereby ratify and confirm all previous acts of my said AGENT with the same force and effect as if said acts had been done after the delivery of this Durable Power of Attorney. In consideration of BANK acting in reliance hereon, I agree for myself and my legal representative to indemnify Bank and save it harmless from all expenses, losses or damages (including attorneys' fees at trial and on appeal) that it may sustain by relying upon the apparent authority of this Durable Power of Attorney after its termination by operation of law or otherwise, but before written notice and satisfactory proof of such termination is received by BANK and such of its departments, branches and correspondents as may be concerned. I also agree that any action taken by my AGENT purporting to be pursuant to this Durable Power of Attorney shall be binding upon myself, my estate and my personal representatives and heirs, so long as such action is taken before bank receives written revocation of this Durable Power of Attorney, written notice and satisfactory proof of my death, the pendency of a court proceeding to determine my competency or court appointment of a guardian of my person or property.

THIS DURABLE POWER OF ATTORNEY SHALL NOT BE AFFECTED BY MY DISABILITY EXCEPT AS PROVIDED BY STATUTE.

The following is a genuine specimen of the handwriting and form of signature to be used by the AGENT appointed hereby, if present; otherwise it may be found on the Affidavit and Indemnity Agreement:

Thyllis Jean Ertel
Signature of AGENT

Edward L. Petit (Seal)
Signature of PRINCIPAL

Signature of PRINCIPAL

California, Florida and
South Carolina (two witnesses)

Cynthia A. Bunn (Seal)
Witness

Marie G. Marshall (Seal)
Witness

Jan 26, 2009
Date

Pennsylvania Only

Acknowledgement Executed By Agent

I, _____, have read the attached Power of Attorney and am the person identified as the AGENT for the principal. I hereby acknowledge that in the absence of a specific provision to the contrary in the Power of Attorney or in 20 PA. C.S. when I act as AGENT:

I shall exercise the powers for the benefit of the principal.

I shall keep the assets of the principal separate from my assets.

I shall exercise reasonable caution and prudence.

I shall keep a full and accurate record of all actions, receipts and disbursements on behalf of the principal.

AGENT

Date

COMMONWEALTH OR STATE OF SC
Greenwood COUNTY/CITY

I, Marie G. Marshall, a notary public for said County and State or Commonwealth,
do hereby certify that Edward L. Petit (Customer's Name) personally appeared
before me this day and acknowledged the due execution of the foregoing Agreement.

Witness my hand and official seal, this 26th day of Jan, 2009.

(SEAL) Marie G. Marshall
NOTARY PUBLIC

My commission expires March 28, 2011.



USAA Power of Attorney Instructions

Important Information. Please read.

General. This USAA POWER OF ATTORNEY is intended to be used by you, a USAA member, to permit another person to conduct most transactions on personal USAA accounts that you, as Grantor, could conduct yourself. For example, you may want your agent (or "attorney-in-fact") to have access to your bank accounts, control over a life insurance policy you own or to take care of your auto and property transactions on your behalf. It provides your attorney-in-fact access to all of your lines of business with USAA and allows USAA and its affiliated companies to treat the signature of your attorney-in-fact as though it were your signature. For this reason, it is important that you designate a trusted family member or friend as your attorney-in-fact under this document. The use of this form is limited to USAA business only and would not be considered a general power of attorney. The USAA POWER OF ATTORNEY form will be accepted by all USAA companies for most business transactions with USAA companies.

Other Powers of Attorneys. If you have a military power of attorney (acceptable to USAA in most cases) or a power of attorney already on file at USAA, you may want to review it with your attorney to be sure it covers your business needs and is still in effect.

Cautionary Note: Carefully read any power of attorney form before you sign it. Be sure to consult your attorney regarding its purpose and the legal rights that are affected by the grant of such power to another person. Your particular circumstances may indicate the need for granting either broader or more restrictive rights than are provided for in this form. This USAA POWER OF ATTORNEY is durable and is therefore valid and effective if you subsequently become disabled or incompetent. In the event of your death, this USAA POWER OF ATTORNEY will terminate.

SOME LIMITATIONS ON THE USE OF THIS FORM INCLUDE:

Checkwriting Privileges. If checkwriting privileges are needed on accounts with USAA Federal Savings Bank and on mutual fund accounts with USAA Investment Management Company ("IMCO"), separate signature cards will be sent to the person to whom you have granted limited powers to your account(s).

Authority over Other Accounts. For business accounts, trust accounts, estate accounts, guardianship or conservatorship accounts, UGMA or UTMA accounts or similar accounts, other documents and applicable laws may limit your ability to grant this authority to another person. In such instances you should consult with an attorney as to the scope of your ability to grant such authority.

Electronic Services Agreement. IMCO's Information Provider Agreements require Electronic Services Agreements to be signed by the member to obtain access to accounts on usaa.com — agents (such as the Attorney-in-Fact) are not authorized to sign such Electronic Services Agreement for the member.

Stock transfers. Stock transfer agents for brokerage or mutual fund accounts may require a separate designation for your representative to execute a stock power before allowing him or her to trade.

Instructions to Complete the Form below:

If you decide to use this USAA POWER OF ATTORNEY form, please complete the following:

1. All applicable blanks in the form must be filled in.
2. Your signature must be acknowledged before either a notary public or a person authorized under 10 USC § 1044a to perform a notarial act for members of the armed services.
3. If you do not include a termination date, it will be presumed to be in effect until either your death or a written revocation is received by USAA.
4. You have the option of appointing an alternate attorney-in-fact to represent you in case your first appointee dies or is unwilling to serve.

If you have any questions on how to complete this form, please contact your attorney or military legal office.

For priority processing, it is important that you return the completed USAA POWER OF ATTORNEY form by faxing the printed form to 1-800-531-8877 or sending it to USAA, Power of Attorney Processing, 9800 Fredericksburg Rd., San Antonio, Texas 78288.

Petit 022

Δ π EXHIBIT 2	
Deponent	K. Petit
Date	3/14 Rptr. HW
WWW.DEPOBOOKPRODUCTS.COM	

USAA POWER OF ATTORNEY

USAA Member Number 273-39-01

Social Security Number [REDACTED]

I, Edward L. Petit ("GRANTOR"), a legal resident of Greenwood [City], SC [State], and presently stationed or residing at 104 Highland Dr. [Address] desiring to execute this USAA POWER OF ATTORNEY, do hereby appoint Phyllis Jean Krohn, whose address is 526 Colonial Dr., Greenwood, SC and social security number is [REDACTED] as my Attorney-in-Fact. If my Attorney-in-Fact is no longer able or is unwilling to serve as my legal representative, then I appoint Karen Petit whose address is 30 Sims Alley, Columbia, SC 29205 and social security number is [REDACTED] to serve as my Attorney-in-Fact instead of the first named person. My Attorney(s)-in-Fact is/are United States citizen(s). I intend for my Attorney-in-Fact to act for me and in my name, to do all acts whatsoever concerning my property, accounts, policies and business relationships maintained, issued, managed, administered or held by United Services Automobile Association, or any of its subsidiaries or affiliates (collectively "USAA") necessary and advisable in the judgment of my said Attorney-in-Fact and as permitted by law, as fully as I could do if personally present and acting, including but not limited to:

1. INVESTMENT TRANSACTIONS

- (a) Brokerage Accounts: to buy, sell and trade in stocks, bonds, options and any other securities or contracts relating to the same on margin or otherwise; except that my attorney-in-fact does not have authority to request that securities, cash and/or property be sent to me at my address or to another broker dealer or financial institution on my account and my attorney-in-fact is not authorized to withdraw such securities, cash and/or property in his own name as attorney-in-fact or for his own benefit.
- (b) USAA Mutual Fund Accounts: to purchase, trade, exchange and redeem shares of USAA mutual funds.
- (c) Generally: to execute and deliver good and sufficient instruments for the accomplishment thereof; to act as my attorney or proxy with respect to any stocks, shares, bonds, mutual funds or other investments, rights or interest as I may now or hereafter hold.
- (d) Limitations: My attorney does not have the authority to make himself or herself or others the co-owner or beneficiary of such investment accounts; does not have the authority to change ownership of such investment accounts; does not have a power of appointment over such investment accounts; and does not have the authority to make a gift of the securities held in such investment accounts to himself or herself or to others.

2. BANKING TRANSACTIONS

- (a) To deposit or withdraw for any purpose, in or from any bank or other financial institution, any funds, checks, or other credits which I now or hereafter may have on deposit or be entitled to, and to endorse, cash and receive the proceeds of any and all checks, vouchers, or other orders for money, to open or close accounts, and to receive statements, vouchers, notices or other documents from any bank or other financial institution concerning any and all accounts or banking transactions in my name or in which I may have an interest;
- (b) To have access for all purposes to any or all safety deposit boxes or vaults rented in my name or in the names of any other person or persons and myself, with full power to use the same for safekeeping any property or papers, and to remove therefrom any time, or from time to time, all or any part of the contents of any such box or vault; and/or
- (c) To borrow money on my behalf and pledge as security real or personal property of mine necessary to borrow, pay, renew, or extend the time of payment of a debt of mine.

3. INSURANCE TRANSACTIONS

- (a) To pay the premiums on, terminate any property or casualty policies or execute rights on an annuity or any contract of insurance presently owned by me or hereafter acquired;
- (b) Subject to underwriting requirements, to procure different or additional annuities or contracts of insurance on my life or with respect to protecting me or my property from ill health, disability, accident, liability or loss;
- (c) To exercise any election or conversion rights, and to demand, receive or obtain any money, dividend, or other thing of value to which I am or to which I may become entitled as the proceeds or other return or profit arising out of any contract of insurance or of any one or more of the insurance transactions herein enumerated;
- (d) To establish or change policy and billing addresses, although my Attorney-in-Fact does not receive the power to change ownership or make a gift of the annuity or contract of insurance;

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- (e) To receive all notices normally provided to the owner or named insured of any contract;
- (f) To apply for, receive delivery, or amend any property and casualty insurance contract;
- (g) To execute documents accepting or rejecting insurance coverages;
- (h) To do all things necessary to the settlement of a claim, including but not limited to, the execution of releases, or execution of any documents necessary to transfer my interest in vehicles insured by USAA to effect loan payoff and salvage titling in the event that USAA determines that any such vehicle is a total loss or total theft; and/or
- (i) To vote or designate a proxy to vote in matters placed before the members of USAA.

GENERAL PROVISIONS

- (a) All business transacted pursuant to this USAA POWER OF ATTORNEY for me or for my account shall be transacted in my name, and all endorsements and instruments executed by my Attorney-in-Fact for the purpose of carrying out any of the foregoing powers, shall contain my name, followed by that of my Attorney-in-Fact and the designation, "Attorney-in-Fact." Additionally, I authorize my Attorney-in-Fact to use my member number, password and personal identification number ("PIN") to register and/or access the usaa.com website and perform transactions thereon on my behalf.
- (b) I hereby ratify and confirm lawful acts done and caused to be done by my said Attorney-in-Fact pursuant to this USAA POWER OF ATTORNEY.
- (c) This USAA POWER OF ATTORNEY is durable and is not affected by my subsequent disability or incapacity.
- (d) If the authority contained herein shall be revoked, or terminated by operation of law, without notice, I hereby agree for myself, my executors, administrators, heirs and assigns, in consideration of my Attorney's willingness to act pursuant to this USAA POWER OF ATTORNEY, to save and hold my Attorney-in-Fact harmless from any loss suffered or any liability incurred by my Attorney-in-Fact in so acting after such revocation or termination without notice. Also, I will not hold USAA responsible for following the instructions of my Attorney-in-Fact. Revocation of this USAA POWER OF ATTORNEY is not effective until USAA receives actual notice of the revocation.
- (e) Notwithstanding my insertion of a specific expiration date herein, if on the specified expiration date below I shall be, or have been, carried in a military status of "missing", "missing-in-action" or "prisoner of war," then this USAA POWER OF ATTORNEY shall automatically remain valid and in full effect until sixty (60) days after I have returned to United States military control following termination of such status.

TERMINATION

Unless sooner revoked or terminated by me by written notice addressed to USAA, 9800 Fredericksburg Rd., San Antonio, Texas 78288, this USAA POWER OF ATTORNEY shall become:

NULL and VOID from and after _____, 20____. [No date indicates the document remains effective until written revocation is received by USAA]. Upon termination or revocation, I agree to change and/or re-establish my PIN for access to the usaa.com website. USAA reserves the right, in its sole discretion, to discontinue honoring this USAA POWER OF ATTORNEY if you orally revoke it.

IN WITNESS WHEREOF, I have set my hand this 1-26- day of _____, 20 09


GRANTOR SIGNATURE

TO BE VALID, YOU (THE PERSON GRANTING THESE POWERS OR BEING DEPLOYED) MUST SIGN THIS FORM AS GRANTOR IN THE PRESENCE OF EITHER A NOTARY PUBLIC OR A PERSON AUTHORIZED BY 10 USC 1044A TO PERFORM A NOTARIAL ACT FOR MEMBERS OF THE ARMED FORCES.

CIVILIAN ACKNOWLEDGMENT

STATE OF SC (COUNTY) (CITY) (PARISH) Greenwood

I, Marie G. Marshall A Notary Public in and for the
(County) (City) (Parish) and State aforesaid,

do hereby certify that on the 26th day of Jan, 2007, before me personally
appeared Edward L. Rife (GRANTOR) who signed
and executed the foregoing instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this day and year above.

Marie G. Marshall March 28, 2011
NOTARY PUBLIC My Commission Expires

MILITARY ACKNOWLEDGMENT

IF ACKNOWLEDGED BEFORE A PERSON AUTHORIZED TO PERFORM NOTARIAL ACTS FOR MEMBERS OF
THE ARMED FORCES by 10 USC 1044a:

With the United States Armed Forces at: _____

I, _____ the undersigned do hereby certify that on this
_____ day of _____, 20____, before me, personally appeared _____
(GRANTOR), who signed and executed the foregoing instrument. I do further certify that I am at the date of this certificate
authorized under 10 USC 1044a to perform notarial acts for members of the armed forces, and that by statute no seal is
required on this certificate.

(ORGANIZATION AND STATION)

SIGNATURE OF PERSON
AUTHORIZED TO PERFORM NOTARIAL ACTS

(NAME, GRADE, ARMED FORCE)



We know what it means to serve.

INSURANCE • FINANCIAL • INVESTMENTS • MEMBER SERVICES

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Petit 025

HEALTH CARE POWER OF ATTORNEY
(South Carolina Statutory Form, Code of Laws Section 62-5-504)

1. DESIGNATION OF HEALTH CARE AGENT

I, Edward L. Petit, hereby appoint
(Principal)
Phyllis Jean Krohn
(Agent)
526 Colonial Dr, Greenwood, SC 29649
(Address)

Home Telephone: 864-388-9948 ^{Cell} Work Telephone: 864-941-7705 as
my agent to make health care decisions for me as authorized in this document.

2. EFFECTIVE DATE AND DURABILITY

By this document I intend to create a durable power of attorney effective upon, and only during, any period of mental incompetence.

3. HIPAA AUTHORIZATION

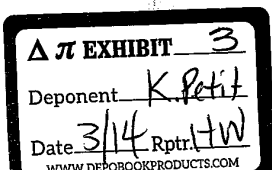
When considering or making health care decisions for me, all individually identifiable health information and medical records shall be released without restriction to my health care agent(s) and/or my alternate health care agent(s) named above including, but not limited to, (i) diagnostic, treatment, other health care, and related insurance and financial records and information associated with any past, present, or future physical or mental health condition including, but not limited to, diagnosis or treatment of HIV/AIDS, sexually transmitted disease(s), mental illness, and/or drug or alcohol abuse and (ii) any written opinion relating to my health that such health care agent(s) and/or alternate health care agent(s) may have requested. Without limiting the generality of the foregoing, this release authority applies to all health information and medical records governed by the Health Insurance Portability and Accountability Act of 1996 (HIPAA), 42 USC 1320d and 45 CFR 160-164; is effective whether or not I am mentally competent; has no expiration date; and shall terminate only in the event that I revoke the authority in writing and deliver it to my health care provider.

4. AGENT'S POWER

I grant to my agent full authority to make decisions for me regarding my health care. In exercising this authority, my agent shall follow my desires as stated in this document or otherwise expressed by me or known to my agent. In making any decision, my agent shall attempt to discuss the proposed decision with me to determine my desires if I am able to communicate in any way. If my agent cannot determine the choice I would want made, then my agent shall make a choice for me based upon what my agent believes to be in my best interests. My agent's authority to interpret my desire is intended to be as broad as possible, except for any limitations I may state below.

Accordingly, unless specifically limited by Section E, below, my agent is authorized as follows:

- A. To consent, refuse, or withdraw consent to any and all types of medical care, treatment, surgical procedures, diagnostic procedures, medication and the use of mechanical or other procedures that affect any bodily function, including, but not limited to, artificial respiration, nutritional support and hydration, and cardiopulmonary resuscitation;
- B. To authorize, or refuse to authorize, any medication or procedure intended to relieve pain, even though such use may lead to physical damage, addiction, or hasten the moment of, but not intentionally cause, my death;
- C. To authorize my admission to or discharge, even against medical advice, from any hospital, nursing care facility, or similar facility or service;
- D. To take any other action necessary to making, documenting, and assuring implementation of decisions concerning my health care, including, but not limited to, granting any waiver or release from liability required by any hospital, physician, nursing care provider, or other health care provider; signing any documents relating to refusals of treatment or the leaving of a facility against medical advice, and pursuing any legal action in my name, and at the expense of my estate to force compliance with my wishes as determined by my agent, or to seek actual or punitive damages for the failure to comply.



Petit 018

- E. The powers granted above do not include the following powers or are subject to the following rules or limitations: _____

N/A

5. ORGAN DONATION (INITIAL ONLY ONE)

My agent may initial; may not _____ consent to the donation of all or any of my tissue organs for purposes of transplantation.

6. EFFECT ON DECLARATION OF A DESIRE FOR A NATURAL DEATH (LIVING WILL)

I understand that if I have a valid Declaration of a Desire for a Natural Death, the instructions contained in the Declaration will be given effect in any situation to which they are applicable. My agent will have authority to make decisions concerning my health care only in situations to which the Declaration does not apply.

7. STATEMENT OF DESIRES AND SPECIAL PROVISIONS

With respect to any Life-Sustaining Treatment, I direct the following: (INITIAL ONLY ONE OF THE FOLLOWING 4 PARAGRAPHS).

(1) _____ GRANT OF DISCRETION TO AGENT. I do not want my life to be prolonged nor do I want life-sustaining treatment to be provided or continued if my agent believes the burdens of the treatment outweigh the expected benefits. I want my agent to consider the relief of suffering, my personal beliefs, the expense involved, and the quality as well as the possible extension of my life in making decisions concerning life-sustaining treatment.

OR

(2) Ed DIRECTIVE TO WITHHOLD OR WITHDRAW TREATMENT. I do not want my life to be prolonged and I do not want life-sustaining treatment:

- a. if I have a condition that is incurable or irreversible and, without the administration of life-sustaining procedures, expected to result in death within a relatively short period of time; or
b. if I am in a state of permanent unconsciousness.

OR

(3) _____ DIRECTIVE FOR MAXIMUM TREATMENT. I want my life to be prolonged to the greatest extent possible, within the standards of accepted medical practice, without regard to my condition, the chances I have for recovery, or the cost of the procedures.

OR

(4) _____ DIRECTIVE IN MY OWN WORDS: _____

8. STATEMENT OF DESIRES REGARDING TUBE FEEDING

With respect to Nutrition and Hydration provided by means of a nasogastric tube or tube into the stomach, intestines, or veins, I wish to make clear that: (INITIAL ONLY ONE)

Ed I do not want to receive these forms of artificial nutrition and hydration, and they may be withheld or withdrawn under the conditions given above.

OR

_____ I do want to receive these forms of artificial nutrition and hydration.

IF YOU DO NOT INITIAL EITHER OF THE ABOVE STATEMENTS, YOUR AGENT WILL NOT HAVE AUTHORITY TO DIRECT THAT NUTRITION AND HYDRATION NECESSARY FOR COMFORT CARE OR ALLEVIATION OF PAIN BE WITHDRAWN.

Healthcare Power of Attorney

9. SUCCESSORS

If an agent named by me dies, becomes legally disabled, resigns, refuses to act, becomes unavailable, or if an agent who is my spouse is divorced or separated from me, I name the following as successors to my agent, each to act alone and successively, in the order named.

A. First Alternate Agent: Karen Petit

Address: 20 Sims Alley, Columbia, SC 29205

Telephone: 803-477-1971

B. Second Alternate Agent: Kathy Elise Petit

Address: 1010 Grace St, Apt 16C, Greenwood, SC 29649

(PO Box 50402)

Telephone: 864-377-3591

10. ADMINISTRATIVE PROVISIONS

- a. I revoke any prior Healthcare Power of Attorney and any provisions relating to healthcare of any other prior power of attorney.
- b. This power of attorney is intended to be valid in any jurisdiction in which it is presented.

11. UNAVAILABILITY OF AGENT

If at any relevant time the Agent or Successor Agents named herein are unable or unwilling to make decisions concerning my healthcare, and those decisions are to be made by a guardian, by the Probate Court, or by a surrogate pursuant to the Adult Healthcare Consent Act, it is my intention that the guardian, Probate Court, or surrogate make those decisions in accordance with my directions as stated in this document.

BY SIGNING HERE I INDICATE THAT I UNDERSTAND THE CONTENTS OF THIS DOCUMENT AND THE EFFECT OF THIS GRANT OF POWERS TO MY AGENT.

I sign my name to this Healthcare Power of Attorney on this 26 day of

January, 2009

My current home address is: 1014 Highland Dr., Greenwood SC 29649

SS #: [REDACTED]

Signature: Edward L. Petit

Print Name: Edward L. Petit

WITNESS STATEMENT

I declare, on the basis of information and belief, that the person who signed or acknowledged this document (the principal) is personally known to me, that he/she signed or acknowledged this Healthcare Power of Attorney in my presence, and that he/she appears to be of sound mind and under no duress, fraud or undue influence.

I am not related to the principal by blood, marriage or adoption, either as a spouse, a lineal ancestor, descendant of the parents of the principal, or spouse of any of them. I am not directly financially responsible for the principal's medical care. I am not entitled to any portion of the principal's estate upon his/her decease, whether under any will or as an heir by intestate succession, nor am I the beneficiary of an insurance policy on the principal's life, nor do I have a claim against the principal's estate as of this time. I am not the principal's attending physician, nor an employee of the attending physicians. No more than one witness is an employee of a health facility in which the principal is a patient. I am not appointed as Healthcare Agent or Successor Healthcare Agent by this document.

Witness Number 1:

Signature: Cynthia A. Butler Date: 01-26-09

Print Name: Cynthia A. Butler Telephone: 725-4704

Residence Address: 1325 Spring Street
Greenwood, SC 29646

Witness Number 2:

Signature: Marie G. Marshall Date: 1-26-09

Print Name: Marie G. Marshall Telephone: 725-4111

Residence Address: 1325 Spring St.
Greenwood, S.C. 29646

Subscribed before me by Edward L. Petit, the principal, and subscribed and

sworn to before me Cynthia A. Butler

the witness(es), this 26th day of Jan, 2009.

Marie G. Marshall
Signature of Notary Public

Notary Public for Greenwood

My commission expires: March 28, 2011
(SEAL)

* If qualified as a witness, the Notary Public may serve as a witness.



10750 McDermott Freeway
San Antonio, Texas 78288

Individual Retirement Account Designation of Beneficiary

What you need to do:

- Print in black ink.
- Complete all required sections.
- Sign the document where indicated.
- Return this document to USAA Federal Savings Bank.

1. Participant Information

Edward L. Petit
Participant's Name

[REDACTED]
USAA Number

2. Beneficiary Information

A. Primary Beneficiary

I hereby revoke any Beneficiary Designation previously made with respect to this Plan. I hereby direct that in the event of my death any balance of my Individual Retirement Account(s) be paid as indicated below. In the event of my death, pay benefits to the following or the survivors thereof:

Leaman Elise Mosby
Name

407 Masters Dr.
Address

Anderson
City

SC
State

29626
ZIP Code

[REDACTED]
Birth Date

[REDACTED]
Social Security Number

grand daughter
Relationship

Caroline Frances Mosby
Name

6598 Breezewood Blvd
Address

Myrtle Beach
City

SC
State

29588
ZIP Code

[REDACTED]
Birth Date

[REDACTED]
Social Security Number

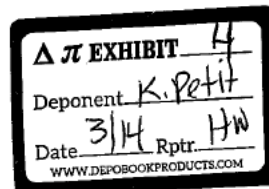
grand daughter
Relationship

Section 2 continued on next page.

USAA Federal Savings Bank ■ (800) 531-2265 ■ Fax (800) 531-5717 ■ usaa.com

08308-1206

Page 1 of 2



USAA-000048

2. Beneficiary Information

B. Secondary Beneficiary

If none of said beneficiaries survives me, pay benefits to the following or the survivors thereof:

Karen Petit
Name
20 Sims Alley Columbia SC 29205
Address City State ZIP Code
[Redacted] [Redacted] daughter
Birth Date Social Security Number Relationship

Kathy Elise Petit
Name
230 E. Cambridge Apt 307 Greenwood SC 29646
Address City State ZIP Code
[Redacted] [Redacted] daughter
Birth Date Social Security Number Relationship

3. Agreement with USAA Federal Savings Bank

I understand this Change of Designation of Beneficiary will be effective on the date of receipt by the Custodian and that upon any change of beneficiary, the right of all previously designated beneficiaries to receive benefits under this Plan shall cease.

I retain the right to revoke this designation of beneficiary and to designate a new beneficiary at any time by communicating to the Custodian in writing.

Edward J. Petit 1/23/2012
Participant's Signature Date

4. Delivery Instructions

Fax to: (800) 531-5717
Attn: IRA Sales & Service - Unit 94589

Mail to: USAA Federal Savings Bank
IRA Sales & Service - Unit 94589
10750 McDermott Freeway
San Antonio, Texas 78288-0544

USAA Federal Savings Bank ■ (800) 531-2265 ■ Fax (800) 531-5717 ■ usaa.com

Page 2 of 2

USAA.01252012.17:02.

539

USAA-000050

From: (864) 229-3824
MAJOR EDWARD L PETIT

Origin ID: GSPA

FedEx
Express

104 HIGHLAND DR
GREENWOOD, SC 29649



J11201108050225

SHIP TO: (800) 292-8800 X 24778 BILL SENDER
EDDIE KRAMER
USAA WEALTH MANAGEMENT
9800 FREDERICKSBURG RD

SAN ANTONIO, TX 78288

Ship Date: 28DEC11
ActWgt: 1.0 LB
CAD: 2822083/NET3210

Delivery Address Bar Code



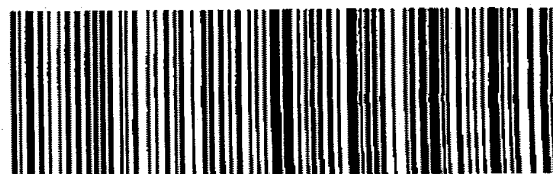
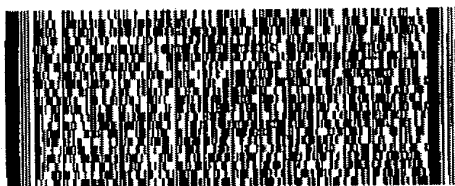
Ref # 079-61729

RMA #:
Return Reason:

RETURNS MON-FRI
STANDARD OVERNIGHT

TRK# 7930 6760 0882
0221

78288
TX-US



50FG1850F/FSF4

1. Select the 'Print' button to print 1 copy of each label.
2. The Return Shipment instructions, which provide your recipient with information on the returns process, will be printed with the label(s).
3. After printing, select your next step by clicking one of the displayed buttons.

Note: To review or print individual labels, select the Label button under each label image above.

Use of this system constitutes your agreement to the service conditions in the current FedEx Service Guide, available on fedex.com. FedEx will not be responsible for any claim in excess of \$100 per package, whether the result of loss, damage, delay, non-delivery, misdelivery, or misinformation, unless you declare a higher value, pay an additional charge, document your actual loss and file a timely claim. Limitations found in the current FedEx Service Guide apply. Your right to recover from FedEx for any loss, including intrinsic value of the package, loss of sales, income interest, profit, attorney's fees, costs, and other forms of damage whether direct, incidental, consequential, or special is limited to the greater of \$100 or the authorized declared value. Recovery cannot exceed actual documented loss. Maximum for items of extraordinary value is \$500, e.g. jewelry, precious metals, negotiable instruments and other items listed in our Service Guide. Written claims must be filed within strict time limits, see current FedEx Service Guide.

USAA-01252012.17.03.

540



10750 McDermott Freeway
San Antonio, Texas 78288

Individual Retirement Account Designation of Beneficiary

What you need to do:

- Print in black ink.
- Complete all required sections.
- Sign the document where indicated.
- Return this document to USAA Federal Savings Bank.

1. Participant Information

PETIT, EDWARD L. MARAFRET 273 39 01
Participant's Name USAA Number

ACCT# 000000-00000000
TRUST#

2. Beneficiary Information

A. Primary Beneficiary

ACCT# IRA/ESA

I hereby revoke any Beneficiary Designation previously made with respect to this Plan. I hereby direct that in the event of my death any balance of my Individual Retirement Account(s) be paid as indicated below. In the event of my death, pay benefits to the following or the survivors thereof:

KAREN (NM) PETIT
Name

20 SIMS ALLEY COLUMBIA S.C. 29205
Address City State ZIP Code

[REDACTED] DAUGHTER
Birth Date Social Security Number Relationship

KATHY ELISE PETIT TRUST
Name

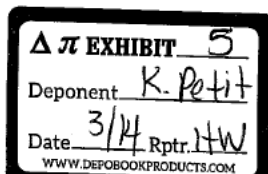
104 HIGHLAND DR GREENWOOD S.C. 29649
Address City State ZIP Code

[REDACTED] DAUGHTER
Birth Date Social Security Number Relationship

Section 2 continued on next page.

USAA Federal Savings Bank ■ (800) 531-2265 ■ Fax (800) 531-5717 ■ usaa.com

08308-1206



2. Beneficiary Information

B. Secondary Beneficiary

If none of said beneficiaries survives me, pay benefits to the following or the survivors thereof:

Name

Address

City

State

ZIP Code

Birth Date

Social Security Number

Relationship

Name

Address

City

State

ZIP Code

Birth Date

Social Security Number

Relationship

3. Agreement with USAA Federal Savings Bank

I understand this Change of Designation of Beneficiary will be effective on the date of receipt by the Custodian and that upon any change of beneficiary, the right of all previously designated beneficiaries to receive benefits under this Plan shall cease.

☒ I retain the right to revoke this designation of beneficiary and to designate a new beneficiary at any time by communicating to the Custodian in writing.

0

Edward L. Pitt Jr. AFRBRT 1-15-07

Participant's Signature

Date

4. Delivery Instructions

Fax to: (800) 531-5717

Attn: IRA Sales & Service - Unit 94589

Mail to: USAA Federal Savings Bank

IRA Sales & Service - Unit 94589

10750 McDermott Freeway

San Antonio, Texas 78288-0544

USAA Federal Savings Bank ■ (800) 531-2265 ■ Fax (800) 531-5717 ■ usaa.com

1. Petit
If
364D

☐ YES ☐ NO

UPSTATE P8DC 296

15 JAN 2007 PM 2 T

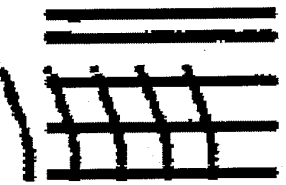
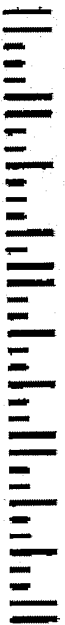
01 JAN 2007 03:24

BUSINESS REPLY MAIL

FIRST-CLASS MAIL PERMIT NO. 707 SAN ANTONIO TX

POSTAGE WILL BE PAID BY ADDRESSEE

9876 ATTN DEPOSIT SALES AND SERVICE
USAA FEDERAL SAVINGS BANK
10750 MCDERMOTT FREEWAY
SAN ANTONIO TX 78284-8499



USAA-000058

201200001348
WATSON LAW FIRM
333 MAIN ST
GREENWOOD SC 29644

201200001348
Filed for Record In
GREENWOOD COUNTY SC
INGRAM MOON, COUNTY CLERK
02-27-2012 At 04:47 PM.
POWEROFATTO 18.00
Book 1298 Page 61 - 67

STATE OF SOUTH CAROLINA)
COUNTY OF GREENWOOD)

**DURABLE GENERAL
POWER OF ATTORNEY**

Instrument Book Page
201200001348 1298 61

KNOW ALL MEN BY THESE PRESENTS that I, Edward LeRoy Pettit, 104 Highland Drive, Greenwood, SC 29649 (Principal) do hereby appoint Henry A. Dorn, 222 Jennings Avenue, Greenwood, SC 29646 (Attorney) my true and lawful attorneys for the purposes hereinafter set forth. My Attorney is authorized, in such attorney's absolute discretion from time to time and at any time, to act for me and in my name, place and stead in any way which I might or could do if I were personally present as and for my true and lawful attorney-in-fact and to have all powers hereinafter set forth; said powers not being in limitation of this general power but just by way of illustration.

ITEM 1. REAL PROPERTY TRANSACTIONS:

(a) To purchase, contract to purchase, receive, lease or rent for any term, accept or otherwise acquire real estate or any option thereon or interests therein, wherever situated, on such terms conditions and considerations as my Attorney-in-fact shall deem proper, in my name, or jointly in my name and that of any other party or parties, including my Attorney-in-fact.

(b) To sell for cash or credit, contract to sell, mortgage, encumber, exchange, lease or rent for any term, grant options to purchase or otherwise deal in and dispose of any real estate in which I now have or may hereafter acquire any right, title or interest, whether such real estate be owned in joint tenancy, tenancy in common, or in any other manner or capacity, and in my name, or jointly with any other party or parties, including my Attorney-in-fact, on such terms conditions and considerations as my Attorney-in-fact shall deem proper, to sign, seal, execute, acknowledge and deliver any and all instruments in writing of any kind and nature, as may be necessary, containing such terms and conditions, and such warranties and covenants, if any, as my said Attorney-in-fact shall deem advisable.

(c) To manage, utilize, conserve, demolish, repair, rebuild, alter or improve any real estate or structure thereon, owned or claimed to be owned by me in whole or in part, and to protect the same by action, proceeding or otherwise, including, but not limited to, the recovery of possession thereof and the removal of tenants or other persons, animals or objects therefrom.

ITEM 2. PERSONAL PROPERTY TRANSACTIONS:

(a) To store, conserve, hold, buy, contract to buy, accept, sell for cash or credit, exchange, mortgage, encumber, pledge, lease or rent, contract for the repair of, and in any and every manner deal in and with any and all personal property of every kind whatsoever, tangible or intangible, which I may own or in which I now have or hereafter may acquire any right, title or interest, on such terms, conditions and considerations, as my Attorney-in-fact shall deem proper.

(b) To execute and deliver to the proper persons and authority any and all documents, instruments and papers necessary to effect the proper registration and licensing of any automobile,

ELP

WATSON LAW FIRM
md

Δ π EXHIBIT 6	
Deponent	<i>K. Pettit</i>
Date	<i>3/14</i>
Rptr.	<i>HW</i>
WWW.DEPOBOOKPRODUCTS.COM	

vehicle, boat, motor or trailer in which I now or may hereafter have an interest.

(c) To enter into contracts for the storage and conservation of tangible personal property of every kind owned by me and to take possession and order the removal and shipment of any of my property from or to any warehouse or other place of storage, safekeeping or use, and to execute and deliver any release, receipt, shipping ticket, certificate or other instrument necessary or convenient for such purposes.

ITEM 3. BUSINESS TRANSACTIONS:

To demand, sue for, recover, receive, compromise, settle, adjust and pay all accounts, legacies, bequests, interest, dividends, annuities, demands, debts, invoices, medical expenses, living expenses, taxes and any and all other obligations, which may now or hereafter be due, owing or payable by or to me, and to carry on and transact every kind of business on my behalf, in my name or jointly in my name and that of any other person or persons, including my Attorney-in-fact, including, but not limited to, transactions concerning any and all investments and shares of stock, bonds, securities, certificates of deposit and savings or checking accounts, on such terms, considerations and conditions as my Attorney-in-fact may deem proper, and to invest and reinvest and exchange investments, and to execute and deliver good and sufficient instruments for the accomplishment thereof, and to act as my attorney or proxy with respect to any stocks, shares, bonds or other investments and rights or interests as I may now or hereafter hold.

ITEM 4. FINANCIAL TRANSACTIONS:

(a) To deposit or withdraw for any purpose, in or from any bank, savings and loan association, trust company or other financial institution any funds or other credits which I now or hereafter may have on deposit or be entitled to, and to draw, endorse, cash and receive the proceeds of any and all checks, drafts or other orders for money, to continue, contribute to, open, modify or close accounts (including individual retirement accounts), purchase or redeem certificates of deposit, or other evidences of deposits, and to receive statements, notices or other documents from any bank or other financial institution concerning any and all accounts or banking transactions in my name or in which I may have an interest.

(b) To have access for all purposes to any or all safety deposit boxes or vaults rented in my name or in the names of any other person or persons and myself, with full power to use the same for safekeeping any property or papers, and to remove therefrom at any time, or from time to time, all or any part of the contents of any such box or vault.

(c) To borrow money and to execute in my name any instrument including, but not limited to, promissory notes and credit card or securities margin account applications and agreements, evidencing indebtedness incurred on my behalf and to extend and renew the same, as well as any indebtedness heretofore incurred by me, for the payment of which I may in any way be liable, upon such terms, conditions and rates of interest as my Attorney-in-fact shall deem advisable and to use any credit card held in my name for purchases or to obtain cash advances and sign charge slips or drafts in connection therewith.

[Handwritten signature]

(d) To prepare or have prepared from time to time financial statements concerning my assets and liabilities or income and expenses and to deliver such statements to any banker, banking institution or other person.

(e) To apply for and to receive letters of credit or travelers checks from any banker or banking institution, giving such indemnity or other agreements in connection therewith as my Attorney-in-fact shall deem desirable or necessary.

(f) To transfer any of my property to, withdraw principal or income from or terminate any revocable trust which I have created before or after the execution of this power of attorney for which I am during my lifetime, a primary income and principal beneficiary; however my attorney-in-fact shall have no authority to amend the dispositive provisions of any such trust or to create any such trust.

ITEM 5. TAXES:

For each of the years 1993 to and including 2025, to make, sign, execute and file income and all other tax returns and declarations of estimated tax required to be made by me by any law or regulation of any government or governmental authority, to represent and act for me in all tax matters in any audit, examination, dispute or litigation, in any governmental department, or other proceeding, to receive, endorse and collect checks in settlement of any refund of taxes, to execute consents agreeing to a later determination of taxes than is provided by statutes of limitation, to execute closing agreements relative to tax liabilities, to file claims for abatement, refund or credit of taxes, to make any adjustment or settlement, and to sign any and all receipts, waivers, settlements or agreements pertaining to any income or other taxes assessed against me or my property by law.

ITEM 6. INSURANCE TRANSACTIONS:

(a) To take out, pay the premiums on, modify, rescind, cancel, release, terminate, or execute any rights, privileges, or options of any contract of life, accident, health, disability, liability, property or other insurance presently owned by me or by any person on my behalf, or hereafter acquired.

(b) To procure new, different or additional contracts of insurance on my life or with respect to protecting me or my property from ill health, disability, accident, liability or loss.

(c) To apply for, and receive, any loan on the security of any contract of insurance, to surrender and receive the cash surrender value, to exercise or obtain any money, dividend or other thing of value to which I am or to which I may become entitled as the proceeds or other return or profit arising out of any contract of insurance or of any one or more of the insurance transactions herein enumerated.

ITEM 7. REPRESENTATION AND EMPLOYMENT OF ASSISTANCE:

(a) On my behalf and in my name or the name of my Attorney, to institute, prosecute, appear in, defend, compromise, arbitrate, settle or dispose of any legal, equitable or administrative hearings,

E & P

actions, suits, attachments, claims or other proceedings, to which I am or may become a party or in which I have any interest.

(b) To hire, engage, employ and appoint agents, accountants, employees and counsel upon such terms and conditions and at such compensation as my said Attorney-in-fact shall deem proper in the exercise of the powers herein granted, to dismiss and remove at pleasure any such agent, employees and counsel, as well as any agents, accountants, employees and counsel heretofore or hereafter employed by me or in my behalf.

ITEM 8. GIFTS, LOANS, MISCELLANEOUS:

(a) To modify, reform, renegotiate or rescind any contract or obligation heretofore or hereafter made by me or in my behalf.

(b) To make gifts or loans to my spouse and any of my descendants (including my attorney-in-fact) and to tax-exempt organizations not exceeding in the aggregate \$10,000 per year per donee except that gifts to my spouse are not subject to the above limit.

(c) To lend money to any corporation or partnership in which I hold a majority of ownership interest and to guarantee any loans made to any such entity by any third party.

(d) If I have not previously done so myself, to make advance arrangements and pay for my funeral and burial.

(e) To sign, seal, acknowledge and deliver any instrument necessary to accomplish any of the powers herein granted.

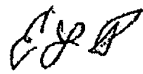
ITEM 9. HEALTH CARE DECISIONS:

To make decisions for me regarding my health care, including the power to consent or withhold consent on my behalf to health care. Such authority may be exercised at any time that I am "unable to consent" (as defined in the Adult Health Care Consent Act, Section 44-66-20(6) of the South Carolina Code of Laws of 1976 as amended) in regard to decisions concerning my health care.

ITEM 10. GENERAL PROVISIONS:

(a) All business transacted hereunder for me or for my account shall be transacted in my name, and all endorsements and instruments executed by my Attorney-in-fact for the purpose of carrying out any of the foregoing powers, shall contain my name, followed by that of my Attorney-in-fact and the designation, "Attorney-in-fact" or "AIF".

(b) This instrument shall be construed and interpreted as a general power of attorney. The enumeration of specific items, rights, acts or powers herein is not intended to, nor does it limit or restrict, and shall not be construed or interpreted as limiting or restricting, the general powers herein granted as to my Attorney-in-fact.



(c) I do hereby declare as between me and my Attorney-in-fact a fiduciary relationship exists and that my Attorney-in-fact shall not satisfy his legal obligations out of any property subject to this Power of Attorney, nor may my Attorney-in-fact exercise this Power in favor of himself, his creditors, or the creditors of his estate; provided, however, I further declare that no person who may act in reliance upon the representations of my Attorney for the scope of authority granted to my Attorney shall incur any liability to me or to my estate as a result of permitting my Attorney to exercise any power, nor shall any person dealing with my Attorney be responsible to determine or insure the proper application of funds or property.

(d) The powers herein conferred may be exercised by either Attorney alone, and the signature or act of such Attorney on my behalf may be accepted by third persons as fully authorized by me and with the same force and effect as if done under my hand and seal and as if I were present in person acting on my own behalf and competent.

(e) My Attorney-in-fact may serve without bond and is not required to file any accounting with the Probate Court or any other court in connection with the use of the powers granted herein.

(f) The terms and conditions hereof shall inure to the benefit of and become binding upon the undersigned parties, their heirs, assigns, executors and administrators. All words used herein in the singular shall include the plural, and the masculine gender shall include the feminine.

(g) This power of attorney is granted for my personal convenience. The decision of whether to act on my behalf or not from time to time is vested solely in my Attorney, and my Attorney, his heirs, successors and assigns are hereby released and forever discharged from any and all liability upon any claim or demand of any nature whatsoever by me, my heirs or assigns, the beneficiaries under my will or under any trust which I have created or shall hereafter create or any person whomsoever on account of any failure to act of my Attorney pursuant to this power of attorney.

(h) If any part of this power of attorney shall be invalid or unenforceable under applicable law, said part shall be ineffective to the extent of such invalidity only, without in any way affecting the remaining parts of said provision or the remaining provisions of this power of attorney.

(i) My Attorney shall be entitled to reimbursement for all reasonable costs and expenses actually incurred and paid by him on my behalf pursuant to any provision of this power of attorney, but he shall not be entitled to compensation for services rendered hereunder.

(j) Notwithstanding any provision hereto to the contrary, my Attorney shall have no power or authority whatsoever with respect to (a) any policy of insurance owned by me on his life or (b) any trust created by him as to which I am a trustee.

ITEM 11. DURATION, AMENDMENT AND REVOCATION:

(a) THIS POWER OF ATTORNEY SHALL NOT BE AFFECTED BY PHYSICAL DISABILITY OR MENTAL INCOMPETENCE OF THE PRINCIPAL WHICH RENDERS THE PRINCIPAL INCAPABLE OF MANAGING HIS OWN ESTATE.



(b) I direct that this Power of Attorney shall continue in effect until revoked by me in writing or terminated by law. No cancellation hereof, by operation of law or otherwise, shall be effective as to any person relying upon this Power of Attorney unless such person shall have received actual notice in writing of its cancellation.

(c) This power of attorney may be amended by me at any time and from time to time by written instrument executed by me, however, such amendment shall not be effective as to third persons dealing with my Attorney without actual notice of such amendment.

(d) If the authority contained herein shall be revoked or terminated by operation of law without notice, I hereby agree for myself, my executors, administrators, heirs and assigns, in consideration of my Attorney-in-fact's willingness to act pursuant to this Power of Attorney, to save and hold my Attorney-in-fact harmless from any loss suffered or any liability incurred by my Attorney-in-fact in so acting after such revocation or termination without notice of such revocation.

ITEM 12. Miscellaneous

(a) Whenever the words "Attorney" or "Principal" or any modifying or substituted pronoun therefor is used in this power of attorney, such words and respective pronouns shall be held and taken to include both the singular and the plural and the masculine, feminine and neuter gender thereof unless the context clearly requires otherwise.

(b) I direct that photographic copies of this power of attorney shall have the same force and effect as an original.

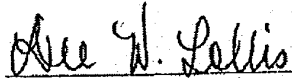
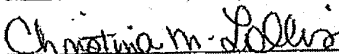
IN WITNESS WHEREOF, as Principal, I have executed this power of attorney this 27th day of February, 2012.


Edward LeRoy Pettit - PRINCIPAL (L.S.)

STATE OF SOUTH CAROLINA)
COUNTY OF GREENWOOD)

ATTESTATION

The foregoing power of attorney was on February 27, 2012 signed, sealed, published and declared by the Principal as his appointment and empowerment of an attorney-in-fact in our presence, and at the Principal's request and in his presence and in the presence of each other we have hereunto subscribed our names as witnesses hereto.

 of Greenwood, South Carolina
 of Greenwood, South Carolina

Instrument
201209001348

Book Page
1298 67

STATE OF SOUTH CAROLINA)
COUNTY OF GREENWOOD)

PROBATE

Personally appeared the undersigned, who being duly sworn, says that (s)he saw the within named Principal sign, seal and as the Principal's act and deed deliver the within power of attorney and that (s)he with the other witness whose signature appears above witnessed the execution thereof.

Dee W. Lellis

Witness

Sworn to before me on
February 27, 2012

Christina M. Lellis
Notary Public for South Carolina
My commission expires: 11/28/19

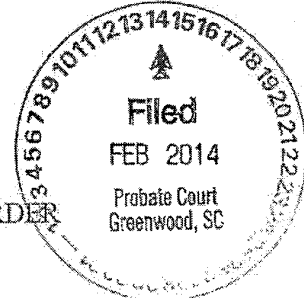
STATE OF SOUTH CAROLINA)
)
COUNTY OF GREENWOOD)

IN THE PROBATE COURT

Case No.: 2014-GC-24- 0004

Ex Parte:)
Karen Petit as Guardian for Edward)
L. Petit and Henry A. Dorn as)
Attorney-in-Fact for Edward L. Petit)
and as Successor Trustee of Trust)
U/W/O Helen L. Petit DTD 06/22/00,)
Petitioners.)
)
In the Matter of Edward L. Petit.)

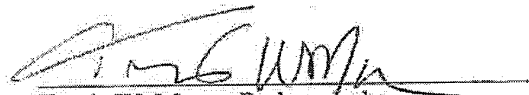
PROTECTIVE ORDER



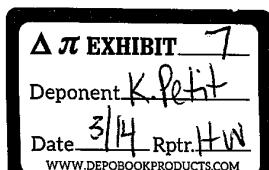
Upon reading the Verified Petition in this matter, and it being made satisfactorily to appear to me that the facts stated therein are true, IT IS ORDERED as follows:

- (1) That Henry A. Dorn is a duly appointed and acting attorney-in-fact for Edward L. Petit, without specific limitation except as to his healthcare decisions, and is the duly appointed and acting Trustee of the Trust U/W/O Helen L. Petit dated 06/22/00;
- (2) That Henry A. Dorn is authorized and directed to investigate all accounts in the name of Edward L. Petit and in the name of Trust U/W/O Helen L. Petit (or any variation thereof, *e.g.*, Helen M. L. Petit Trust U/W DTD 06/22/00);
- (3) That USAA shall release any and all information related to said accounts to Henry A. Dorn;
- (4) That Henry A. Dorn is further authorized to transfer all funds in the name of Edward L. Petit and in the name of the Trust U/W/O Helen L. Petit (or any variation thereof), with USAA to another banking or investment institution in his discretion and to close the accounts held at USAA;
- (5) That Henry A. Dorn shall make a written report to this Court within 30 days of this Order of the results of the investigation as well as any action taken in connection with the USAA accounts and send a copy of such report to Karen Petit; and
- (6) That reasonable attorneys' fees and costs incurred by Petitioners in connection with this matter shall be paid from funds in the name of Edward L. Petit and in the name of Trust U/W/O Helen L. Petit, equally.

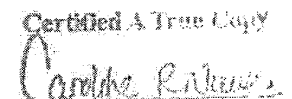
IT IS SO ORDERED.


Travis W. Moore, Probate Judge
for Greenwood County

Date: Feb. 18, 2014



Petit 105

Certified A True Copy

Clerk, Probate Court
Greenwood County, S.C.

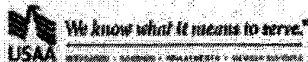


Fax Cover Sheet

Date Monday, June 30, 2014 Time 9:29:52 AM
To Henry Dorn Fax (888) 263-8574
From Griffith, Mark Phone (210) 282-4054
Pages Including Co:04

NOTE:

Hi Mr. Dorn, here is the application for Mr. Petit's IRA which contains the beneficiary information. Thank you



Access to USAA and your accounts is available day or night at usaa.com.

CONFIDENTIALITY NOTICE: The information contained in this document is confidential and may be subject to review by the Internal Revenue Service. It is not to be distributed outside the company. If you are not the intended recipient, you are hereby notified that disclosing this information is strictly prohibited. The sender has no responsibility for providing this information to anyone who is not the intended recipient. If you have received this information in error, please notify the sender immediately by telephone, and do not attempt to have the information released to anyone else. Thank you.

USAA Insurance Management Company (USAA), a registered broker-dealer.

Petit 153

Δ π EXHIBIT	<u>8</u>
Deponent	<u>K Petit</u>
Date	<u>3/14</u> Rptr. <u>HW</u>
WWW.DEPOBOOKPRODUCTS.COM	

IMCO ONLINE NEW ACCOUNT APPLICATION INFORMATION

Form Code: ONAPRUMPR

File Tab: PAM

Description: On-Line Automated PR UMP Retirement App

Registration Type Code: 35

Automated Principal Review: 05/03/2012 3:08:35 PM

PRIMARY ACCOUNT HOLDER PERSONAL INFORMATION:

USAA Number: [REDACTED]

Name: EDWARD L PETIT

Date Of Birth: [REDACTED]

Social Security Number :

Address1: STERLING HOUSE

Address2: 1408 PARKWAY UNIT 305

City: GREENWOOD

State: SC

Zip: 29646

Home Telephone: 864-2293824-00000

Work Telephone: 864-3897049-00000

Primary E-mail address: pkrohn62@embarqmail.com

Secondary E-mail address:

Primary Citizenship: U.S. Citizen

Primary Senior Political Official: No

Primary Physical Address1: STERLING HOUSE

Primary Physical Address2: 1408 PARKWAY UNIT 305

Primary Physical City: GREENWOOD

Primary Physical State: SC

Primary Physical Zip Code: 29646

Marital Status: MARRIED

Account Number: [REDACTED]

EMPLOYMENT INFORMATION:

Employment Status: Retired

Occupation: RETIRED

REGULATORY INFORMATION:

Employed by a registered broker/dealer: No
Company 10% Shareholder, director, policy making officer, executive officer: No
Approx net worth (excluding primary residence): \$250,000 and over
Annual Income: \$35351 - \$85650
Investment Knowledge: Limited
Investment Objective: Growth
Tax Bracket: 25%
Tax Filing Status: Single

BROKERAGE ACCOUNT FUNDING INFORMATION:

Rollover Amount: 452256.00
Authorize Commingling: No

FINANCIAL INSTITUTION:

Financial Institution: USAA FEDERAL SAVINGS BANK
Bank/Transit Routing Number: [REDACTED]
Account Number: [REDACTED]
Account Type: SDA

ACCOUNT FEATURES:

USAA Managed Portfolios Householding Fees :Yes
Householding Commissions: Yes
Streamline Prospectuses and Reports: Yes
Cash Option: Brokerage Cash
Portfolio Model: UMP Moderately Aggressive Marketplace
Fixed Income Type: Taxable
Portfolio Mix: Marketplace
Online Document Delivery:

I agree to Trade Confirmation Waiver

Beneficiary information

USAA Number: [REDACTED]
Account Number: [REDACTED]

Name of IRA Account Owner: EDWARD L PETIT

Beneficiary information

Designated Beneficiary

Type: Primary

USAA Number: OTHER

Name: Leaman E Mosby

Date Of Birth: [REDACTED]

Social Security Number :

Relationship to contributor: Non-Spouse

% of distribution if more than one Beneficiary survives: 50.00

Beneficiary 2

Type: Primary

USAA Number: OTHER

Name: Caroline F Mosby

Date Of Birth: [REDACTED]

Social Security Number :

Relationship to contributor: Non-Spouse

% of distribution if more than one Beneficiary survives: 50.00

Signed document list:

USAA Money Market Fund

USAA Managed Portfolios Program Brochure

USAA Managed Portfolios Investment Advisory Agreement

USAA Managed Portfolios Wrap Program Brochure Supplement

USAA Managed Portfolios IRA Account Terms and Conditions

USAA Traditional/Roth IRA Custodial Agreement and Disclosure Statement

Privacy Promise

Investment Strategy Recommendation

Business Continuation Disclosure Statement

Electronic Services Agreement

USAA POWER OF ATTORNEY

I, Edward L. Petit ("Grantor"), presently stationed or residing
at 104 Highland Dr., Greenwood, SC 29649 (Address)

desiring to execute this USAA POWER OF ATTORNEY, do hereby appoint Phyllis J. Krohn
(Name of Attorney-in-Fact),

whose address is 536 Colonial Dr., Greenwood, SC 29649

as my Attorney-in-Fact. If my Attorney-in-Fact is no longer able to or is unwilling to serve as my
legal representative, then I appoint N/A

(Name of Successor Attorney-in-Fact), whose address is N/A

to serve as my Successor

Attorney-in-Fact instead of the first named person, I intend for my Attorney-in-Fact to act for me and in my name, to do all acts whatsoever concerning my property, accounts, policies and business relationships maintained, issued, managed, administered or held by United Services Automobile Association, or any of its subsidiaries or affiliates (collectively "USAA") necessary and advisable in the judgment of my Attorney-in-Fact and as permitted by law, as fully as I could do if personally present and acting, including but not limited to (CHECK BOX THAT APPLIES):

☒ ALL THE POWERS LISTED BELOW. Alternatively, you may check specific authorized powers for the designated USAA lines of business. Otherwise, by checking this box, All powers listed below apply and you need not check every box. However, if no box is checked, you agree that All powers listed below will apply.

☐ INVESTMENT TRANSACTIONS

- (a) The agent, who is assigned POA, must complete a USAA Brokerage Services Option Account Application and/or USAA Brokerage Services Margin Application, as applicable, and must be approved for options and/or margin trading, before USAA Power of Attorney is granted on the margin/option account.
- (b) To inquire, buy, sell (including short sales), exchange, convert and trade in stocks, bonds, mutual funds, including USAA mutual funds, ETFs, options and any other securities or contracts relating to the same on margin, if the account is approved to trade options, or otherwise, for or at the risk of my account(s).
- (c) To inquire and provide instructions, reviews and set the investment objective for the management of my discretionary account(s).
- (d) To execute and deliver good and sufficient instruments for the accomplishment of the above authority; to act as my attorney or proxy with respect to any stocks, shares, bonds, mutual funds or other investments, rights or interest as I may now or hereafter hold;
- (e) To receive periodic account statements, confirms, proxies, prospectuses and other account disclosure documents; and
- (f) To withdraw by check, order, or other means any cash, securities, or property from my account(s), regardless of the tax consequences of such a distribution. Such distribution may be made to me or to any third party, including my Attorney-in-Fact.

Page 5 of 8

Δ π EXHIBIT <u>9</u>	
Deponent <u>K. Petit</u>	
Date <u>3/14</u>	Rptr. <u>HW</u>
WWW.DEPOBOOKPRODUCTS.COM	

☐ **BANKING TRANSACTIONS**

- (a) To deposit or withdraw for any purpose, in or from any bank or other financial institution, any funds, checks, or other credits which I now or hereafter may have on deposit or be entitled to, and to endorse, cash and receive the proceeds of any and all checks, vouchers, or other orders for money, to open or close accounts, and to receive statements, vouchers, notices or other documents from any bank or other financial institution concerning any and all accounts or banking transactions in my name or in which I may have an interest;
- (b) To have access for all purposes to any or all safety deposit boxes or vaults rented in my name or in the names of any other person or persons and myself, with full power to use the same for safekeeping any property or papers, and to remove therefrom any time, or from time to time, all or any part of the contents of any such box or vault;
- (c) To borrow money at an interest rate agreeable to my Attorney-in-Fact and pledge as security real or personal property of the principal necessary to borrow, pay, renew, or extend the time of payment of any of my debts;
- (d) To receive bank statements, vouchers, notices, or similar documents from a financial institution and act with respect to them; and
- (e) To continue, modify, or terminate an account or other banking arrangement made by me or on my behalf, including but not limited to changing automatic payment plan instructions for any loan payment or deposits.

☐ **INSURANCE TRANSACTIONS**

- (a) To pay the premiums, terminate any property or casualty policies or exercise rights on an annuity or any contract of insurance presently owned by me or hereafter acquired;
- (b) To procure (subject to underwriting requirements) different or additional annuities or contracts of insurance on my life or with respect to protecting me or my property from ill health, disability, accident, liability or loss;
- (c) To exercise any election or conversion rights, and to demand, receive or obtain any money, dividend, or other thing of value to which I am or may become entitled as the proceeds or other return or profit arising out of any contract of insurance or of any one or more of the insurance transactions herein enumerated;
- (d) To establish or change policy and billing addresses, although my Attorney-in-Fact does not receive the power to change ownership or make a gift of the annuity or contract of insurance;
- (e) To establish or change beneficiary designations applicable to any life insurance policy or annuity contract that I own;
- (f) To receive all notices normally provided to the owner or named insured of any contract;
- (g) To apply for, receive delivery of, or amend any property and casualty insurance contract;
- (h) To execute documents accepting or rejecting insurance coverages;
- (i) To do all things necessary to the settlement of a claim, including but not limited to, the execution of releases, receipt of insurance proceeds, authorization of repairs to insured property, or execution of any documents necessary to transfer my interest in vehicles insured by USAA to effect loan payoff and salvage titling in the event that USAA determines that any such vehicle is a total loss or total theft;
- (j) To vote or designate a proxy to vote in matters placed before the members of USAA; and
- (k) To execute subscriber agreements containing limited powers of attorney to effectuate the procurement of insurance policies to be provided by United Services Automobile Association

Page 6 of 8

GENERAL PROVISIONS APPLICABLE TO ALL SECTIONS

- (a) All business transacted pursuant to this USAA POWER OF ATTORNEY for me or for my account shall be transacted in my name, and all endorsements and instruments executed by my Attorney-in-Fact for the purpose of carrying out any of the foregoing powers, shall contain my name, followed by that of my Attorney-in-Fact and the designation, "Attorney-in-Fact." Additionally, I authorize my Attorney-in-Fact to use my online/user identification, password and personal identification number ("PIN") to register and/or access the usaa.com website, mobile.usaa.com or other USAA channels of communication and perform transactions thereon my behalf. This includes, without limitation, the authority to sign up for (or suspend or cancel) electronic delivery of information, statements, confirmations, prospectuses, proxies, reports, bills, notices, disclosures, agreement forms, correspondence or other documents related to my USAA accounts and products, as well as electronic web bill pay.
- (b) I hereby ratify and confirm any and all instructions, transactions, trades, dealings, or other lawful acts done or caused to be done by my Attorney-in-Fact pursuant to this USAA POWER OF ATTORNEY.
- (c) This USAA POWER OF ATTORNEY is durable and is not affected by my subsequent disability or incapacity.
- (d) If the authority contained herein shall be revoked, or terminated by operation of law, without notice, I hereby agree for myself, my executors, administrators, heirs and assigns, in consideration of my Attorney-in-Fact's willingness to act pursuant to this USAA POWER OF ATTORNEY, to indemnify, save and hold my Attorney-in-Fact harmless from any loss suffered or any liability incurred by my Attorney-in-Fact in so acting after such revocation or termination without notice. Also, I hereby agree for myself, my executors, administrators, heirs and assigns, in consideration of USAA following the instructions or directions of my Attorney-in-Fact to indemnify USAA, its officers, directors, trustees, employees, agents, successors, heirs and assigns and hold each of them harmless from any and all liability, losses, claims and costs, including attorney's fees, which may arise out of, in connection with, or related to any and all instructions, directions, transactions, trades, dealings, or other acts done or caused to be done by my Attorney-in-Fact (or USAA's justified refusal to follow such instructions). Revocation of this USAA POWER OF ATTORNEY is not effective until USAA receives notice of the revocation as specified in this document.
- (e) Notwithstanding my insertion of a specific expiration date herein, if on the specified expiration date below I shall be, or have been, carried in a military status of "missing", "missing-in-action" or "prisoner of war", then this USAA POWER OF ATTORNEY shall automatically remain valid and in full effect until sixty (60) days after I have returned to United States military control following termination of such status.

TERMINATION

Expiration Date (Optional): _____. (No date indicates the document remains effective until written or oral revocation is received by USAA). Unless sooner revoked or terminated by me by written notice addressed to USAA, 9800 Fredericksburg Rd., San Antonio, Texas 78288, or by oral notice to a USAA member service representative, this USAA POWER OF ATTORNEY shall become NULL and VOID from and after the Expiration Date. Upon termination or revocation, I agree to change and/or re-establish my password and PIN for access to the usaa.com website, mobile.usaa.com and any other communication channel with USAA.

IN WITNESS WHEREOF, I have set my hand this 9 day of Nov, 2010.

Edward L. Petit
Grantor's Signature

TO BE VALID, YOU (THE PERSON GRANTING THESE POWERS) MUST SIGN THIS FORM AS GRANTOR IN THE PRESENCE OF EITHER (1) A NOTARY PUBLIC OR (2) A PERSON AUTHORIZED BY 10 USC §1044a TO PERFORM A NOTARIAL ACT FOR MEMBERS OF THE ARMED FORCES. FILL OUT ONLY ONE SECTION BELOW.

(1) CIVILIAN ACKNOWLEDGMENT

South Carolina, Greenwood County
State Of (County/City/Parish)

I, Kevin S. Dempsey, A Notary Public in and for the State aforesaid, do hereby

certify that on the 9 day of November, 2010, before me personally

appeared Edward L. Petit (GRANTOR), who signed

and executed the foregoing USAA POWER OF ATTORNEY. IN WITNESS WHEREOF, I have hereunto set my hand and official seal this day and year above.

Kevin S. Dempsey
Notary Public

8/8/2011
My Commission Expires

OR

(2) MILITARY ACKNOWLEDGMENT

IF ACKNOWLEDGED BEFORE A PERSON AUTHORIZED TO PERFORM NOTARIAL ACTS FOR MEMBERS OF THE ARMED FORCES by 10 USC §1044a:

With the United States Armed Forces at:

I, _____ the undersigned do hereby certify that on this

_____ day of _____, 20____, before me, personally appeared

_____ (GRANTOR), who signed

and executed the foregoing USAA POWER OF ATTORNEY. I do further certify that I am at the date of this certificate authorized under 10 USC §1044a to perform notarial acts for members of the armed forces, and that by statute no seal is required on this certificate.

(ORGANIZATION AND STATION)

Signature of Person Authorized To Perform Notarial Acts
(Name, Grade, Armed Force)

THE ATTORNEY-IN-FACT, BY ACCEPTING OR ACTING UNDER THE APPOINTMENT, ASSUMES THE FIDUCIARY AND OTHER LEGAL RESPONSIBILITIES OF AN AGENT.

State of South Carolina)
) Court of Common Pleas
County of Greenwood)
 2017-CP-24-1343

Karen Petit)
 vs.) Transcript of Record
)
Phyllis Jean Krohn, USAA)
Federal Savings Bank & USAA)
Investment Management Company)
)
 Defendants)

September 4, 2019
Laurens, South Carolina

B E F O R E:

Honorable Donald B. Hocker, Judge

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

Jane Merrill, Esq.
Attorney for the Plaintiff

William S. Brown, Esq.
Attorney for USAA

Josh Nasrollahi
Attorney for Phyllis Krohn

Joy E. Holston
Official Court Reporter

1
2 THE COURT: We're on the record, Petit versus Krohn
3 and USAA. On my notes it's a motion for summary judgment.
4 I've not seen anything, which is fine. So I really don't
5 know anything about this case or anything related to the
6 motion for summary judgment. So, Mr. Brown, you want to
7 bring me up to speed?

8 MR. BROWN: May I hand up a copy?

9 THE COURT: Sure. Is this your motion?

10 MR. BROWN: This is my memo in support of my motion.

11 THE COURT: Kind of give me a little summary of this
12 case and figure out how --

13 MR. BROWN: Yes, sir.

14 THE COURT: -- how everybody fits into it.

15 MR. BROWN: Yes, sir. William Brown. I represent
16 two USAA entities. One is USAA Federal Savings Bank and
17 the other is USAA Investment Management Company. The
18 dispute involves an individual retirement account, an IRA
19 of Dr. Edward Petit who is now deceased. The facts, to
20 give you sort of just an understanding of who the players
21 are.

22 THE COURT: Okay.

23 MR. BROWN: In 2002 Dr. Petit transferred his IRA to
24 USAA Federal Savings Bank. And in 2007 Dr. Petit changed
25 the beneficiaries for his IRA to his daughters, Karen and

1 Kathy. Karen is the Plaintiff in this case. Kathy is
2 deceased also. And also in early 2007 Dr. Petit moved
3 those funds from USAA Federal Savings Bank to USAA
4 Investment Management Company. And to give you some
5 context, USAA Federal Savings Bank is akin to like a Bank
6 of America, it's a bank.

7 THE COURT: Okay.

8 MR. BROWN: USAA Investment Management Company has
9 more options with investments more akin to like a Merrill
10 Lynch type entity. In 2009 Dr. Petit executed a form that
11 USAA has, a power of attorney form to Phyllis Krohn who is
12 the other Defendant in this case. Phyllis Krohn was a
13 companion and friend of his. At the same time he also
14 executed a power of attorney to Ms. Krohn for Wachovia and
15 a healthcare power of attorney.

16 THE COURT: Okay.

17 MR. BROWN: And the allegations in the complaint
18 focus on that power of attorney to -- on the USAA form.
19 They contend that it's invalid and improper because it
20 didn't have sufficient witnesses. However, in 2009 Dr.
21 Petit executed a different one that provided Ms. Krohn
22 more power. And it is, I think, undisputed that Ms. Krohn
23 never executed any document as power of attorney under
24 either of the USAA forms. In January of 2012 Dr. Petit
25 executed a beneficiary form, which is Exhibit I to our

1 memo, which changed the beneficiaries from his two
2 daughters to his two granddaughters. Those are Leaman and
3 Caroline Mosley are his granddaughters, and set up the
4 daughters instead as contingent beneficiaries after the
5 granddaughters. I think that the only testimony from Ms.
6 Krohn, the co-defendant, is that she actually filled out
7 -- her handwriting filled out that form and Dr. Petit
8 signed the form. So he didn't actually fill in the form
9 but he signed it and sent it back in to USAA.

10 Approximately one month later Dr. Petit executed a general
11 durable power of attorney to Henry Dorn who is an
12 accountant in Greenwood and a healthcare power of attorney
13 to his daughter, Kathy. Those become important because
14 essentially a year later, in May of 2013, there was a
15 probate proceeding about Dr. Petit's competency. And the
16 Probate Court determined that as of May of 2013 Dr. Petit
17 was no longer competent and he put in place protections
18 for caring for him with his daughters to care for daily
19 life. But he specifically found that the February 27th,
20 2012 power of attorney to Mr. Dorn was valid and
21 enforceable and that Mr. Dorn's powers under it to execute
22 and handle financial responsibilities on behalf of Dr.
23 Petit continue. In the summer of 2014 Mr. Dorn, under the
24 powers from that power of attorney, chose to close the
25 account, the IRA account, with USAA Investment Management

1 Company. He transferred those funds to Wells Fargo. And
2 then, unfortunately, in March of 2015 Dr. Petit passed
3 away. When the funds were transferred to Wells Fargo Dr.
4 -- or Mr. Dorn set the beneficiaries to be the
5 granddaughters of Dr. Petit. And those funds in that IRA
6 were, in fact, paid to the granddaughters by Wells Fargo.
7 So USAA Federal Savings Bank hasn't had those -- had any
8 funds regarding this IRA since 2007. The other client of
9 mine, USAA Investment Management Company, hasn't had any
10 of those funds since 2014, about nine months before the
11 passing of Dr. Petit. Exactly the timing of when those
12 funds were paid out by Wells Fargo, we don't have that
13 exact timing, but it was within several months of his
14 passing that those funds were paid out. And I think it's
15 undisputed that, in fact, Wells Fargo paid those to
16 Caroline and Leaman Mosley, the granddaughters of Dr.
17 Petit. Plaintiff has testified that she is not
18 challenging the fact that her nieces, the granddaughters,
19 should keep that money. And she has brought no claim
20 whatsoever that the nieces should be involved in
21 litigation or should, in fact, not be allowed to keep that
22 money. She has brought no claim against Wells Fargo that
23 Wells Fargo paid it to improper beneficiaries. There is
24 no claim whatsoever that Mr. Dorn lacked the authority to
25 tell USAA to transfer the money to Wells Fargo and no

1 claim that USAA acted improperly in transferring the money
2 to Wells Fargo in the summer of 2014. What the
3 allegations of the complaint present are three causes of
4 action against the USAA entity. Breach of contract,
5 breach of fiduciary duty and negligence. When you read
6 the specific allegations in the complaint, all of those
7 relate to USAA's alleged conduct with regard to the use of
8 a power of attorney which they contend is invalid in South
9 Carolina. However, when you see the evidence, there is
10 absolutely no evidence that that power of attorney was
11 ever used for any purpose, much less changing of
12 beneficiaries. We contend that the cause of action all
13 fail as a matter of law. First and foremost because
14 there's nothing to support that we acted improperly with
15 regard to that power of attorney. So the facts on their
16 face of the complaint don't support any recovery. But
17 also, to the extent that they're asserting claims, they
18 are asserting claims that belong to Dr. Petit, to the
19 extent that anything was done wrong, which we believe
20 nothing was done wrong by the USAA entities, Dr. Petit may
21 have had those rights to claim that something was done
22 wrong. And his estate could have brought claims but did
23 not. The Plaintiff, therefore, lacks standing to assert
24 those claims on behalf of the rights of her father. An
25 important part of that, she contends that as a beneficiary

1 of the IRA she has certain rights. But again, as a
2 beneficiary you can only bring a claim once your rights
3 have vested. And in this situation it was -- it's
4 undisputed, based on the Plaintiff's own testimony, that
5 her father had the right to change that beneficiary at any
6 time in his life. And that, in fact, Mr. Dorn was given a
7 power of attorney and that Mr. Dorn had the right to
8 designate anyone as a power of attorney -- I mean, as a
9 beneficiary pursuant to his powers under the power of
10 attorney. Those pieces of testimony from the Plaintiff,
11 herself, are in our memo. Therefore, there is no vested
12 right as a beneficiary here in any regard. The
13 Plaintiff's counsel filed a memo last night and
14 essentially one of the arguments that she presented was
15 that Dr. Petit was incapacitated and, therefore, unable to
16 execute those -- those change of beneficiaries. But the
17 Probate Court has specifically found that he was capable
18 and had capacity to execute a power of attorney, a legal
19 document, after he executed this change of document -- of
20 beneficiaries. And, in fact, the Probate Court has said
21 that Mr. Dorn, as power of attorney, clearly had that
22 ability. So to say that there was no ability to change
23 the beneficiaries, I think, is just simply wrong. There
24 clearly was an ability to and, therefore, there is no
25 vested right by the Plaintiff here. But the -- the

1 specific cause of action separately fall independently
2 because the claim is for breach of contract. There is no
3 contract that has been alleged between USAA and the
4 Plaintiff. The only relationship, again, is between USAA
5 and Dr. Petit. The only document which is actually
6 referenced in the complaint is the power of attorney
7 between Dr. Petit and Ms. Krohn. That's clearly not an
8 actionable contract. But the change -- if they're talking
9 about the IRA itself as a contract, that contract was
10 between USAA and Dr. Petit, not with the Plaintiff. And
11 therefore, there is no basis for that. But we would
12 contend even further, there can be no damage here because
13 USAA didn't pay out anything to an improper beneficiary.
14 Undisputedly USAA properly transferred the funds at the
15 direction of a lawful power of attorney. We distributed
16 the funds in accordance with law and proper authority.
17 The second cause of action is for breach of fiduciary duty
18 and we've presented in our memo that, you know, a banking
19 relationship, a depository relationship doesn't create a
20 fiduciary duty. Therefore, there is no fiduciary duty to
21 assert it. But to the extent such a duty existed, it was
22 between USAA and Dr. Petit. And, in fact, that's what in
23 their memo they filed last night they say that USAA came
24 and advised him on his investment strategies and therefore
25 there was a fiduciary relationship between USAA and Dr.

1 Petit. But there is no such thing as a third party
2 beneficiary to a fiduciary relationship. A fiduciary
3 relationship is inherently personal. It is a special
4 relationship of trust and confidence, that the law doesn't
5 recognize a third party beneficiary to that and there is
6 no relationship whatsoever, much less a fiduciary
7 relationship between the USAA entities and the Plaintiff.
8 Therefore, the breach of fiduciary duty claim also fails,
9 Your Honor. And then the third one is negligence. And
10 again, the Plaintiff has to show some duty owed to her to
11 support a negligence claim. There is no such duty here.
12 To the extent that there was a duty to act in a certain
13 way, it was a duty owed to Dr. Petit. In the memo they
14 state that the bank -- a bank has a duty to prevent
15 forgery. Well, there's no evidence that there was a
16 forgery here. The signature on the change of beneficiary
17 form is Dr. Petit's. The handwriting to fill it in
18 admittedly was Ms. Krohn's. But USAA doesn't have a way
19 to prevent someone from having someone complete a form for
20 them. There's nothing improper with a caregiver or a
21 lawyer, or an accountant, or a family member completing a
22 form and an individual signing it. So there is no forgery
23 here. That's a red herring. But there's no breach of any
24 duty owed to the Plaintiff here. Again, this goes back to
25 the situation where she is attempting to step into the

1 shoes of her father and bring a claim that he might have
2 brought. But only her -- only his estate could do that
3 and his estate did not bring that claim. We also
4 presented an argument on the statute of limitations. I
5 think that's laid out fully in our brief. I'd be happy to
6 walk through any questions you have for it but I don't
7 want to drag on things that are laid out completely in the
8 brief.

9 THE COURT: All right. And I'll be taking this under
10 advisement so I can read everything. So I thank you, Mr.
11 Brown. Ms. Merrill?

12 MR. NASROLLAHI: We -- I represent Phyllis Krohn.

13 THE COURT: Right. And I was going to hear from her.

14 MR. NASROLLAHI: Oh, okay. I didn't -- I just wanted
15 to make sure.

16 THE COURT: I wasn't going to overlook you.

17 MR. NASROLLAHI: Yeah, because you asked earlier
18 whose motion it was and I was like -- I have a motion too.

19 THE COURT: Oh, you've got a motion for summary
20 judgment?

21 MR. NASROLLAHI: We have also a motion for summary
22 judgment in front of you. I mean, if you want to hear
23 from Ms. Merrill.

24 THE COURT: No, no. I didn't realize you also had a
25 motion for summary judgment.

1 MR. NASROLLAHI: And, Judge, Ms. Merrill's going to
2 be able to respond to my arguments and I'm making very
3 similar arguments as Mr. Brown.

4 THE COURT: Okay.

5 MR. NASROLLAHI: This is one of those cases since
6 2017, I've repeatedly banged my head against the wall
7 trying to figure out what it is I'm missing. How this is
8 a lawsuit. So it was actually very relieving when I read
9 Mr. Brown's memo. And clearly I'm like if I'm crazy, then
10 we're both crazy. And I'm going to go over the facts
11 again because I think there are certain facts that are
12 germane to my client as well. My client was a companion.
13 I think that's the term that we've been using with regard
14 to -- a companion to the decedent, Mr. Petit. Petit? I
15 keep saying that wrong. I can't remember if --

16 MS. MERRILL: Petit.

17 MR. NASROLLAHI: Petit. They were a companion. He
18 gave her a power of attorney with regard to USAA, Wells
19 Fargo. There's a period of time after a health incident
20 on a cruise that he gave my client several powers of
21 attorneys to different institutions. One of them being
22 USAA which is at the heart of this issue. There has been
23 no evidence presented in this case that she executed or
24 did anything pursuant to the powers purported to be
25 granted to her under this power of attorney. I understand

1 that there are allegations that this was an improper power
2 of attorney because it didn't have two witnesses. I'm not
3 going to get into that because, again, there is no
4 evidence whatsoever that my client did anything pursuant
5 to that power of attorney. Regardless, my client did
6 admit that -- or she acknowledged, as best she could
7 recall, that she did fill out forms for the decedent to
8 change the beneficiaries to his account to the
9 grandchildren as opposed to his daughters. But he is the
10 one that signed it. And again, there is no evidence
11 whatsoever that that signature was forged, that somebody
12 else did it. The Plaintiff was pointedly asked during
13 depositions what evidence do you have that this is
14 anything other than your father's signature. And the best
15 that she could offer is, "Well, I don't know. It just
16 doesn't -- it looks a little shakier than his normal
17 signature." Well, yeah. He had a massive heart attack
18 not too long earlier on a cruise ship and was under
19 medication so, you know, that's fine. And again, that's
20 going to get brought up in the capacity issue which is,
21 you know, another issue altogether that I'll jump to in
22 just a second. Anyway, the change of beneficiary was sent
23 in. I don't think that -- other than the fact that
24 they're claiming that it was not under, I guess, his
25 capacity, or was -- I don't know exactly what they're

1 going to claim with regard to that. But I don't think
2 there's any issue from USSA's standpoint that that was a
3 valid change of beneficiary. The beneficiaries were
4 changed on the account. Fast-forward years later, there
5 is a probate proceeding with regard to the decedent's
6 capacity at the time. Just prior to this, not too long
7 before this, he did, in fact, execute a durable power of
8 attorney in favor of Henry Dorn, a CPA in Greenwood.
9 Actually, also my CPA. But he gave him a power of
10 attorney. The Probate Court, I think, both -- the
11 Defendant -- both Defendants included a copy of this
12 probate order and this power of attorney in our exhibits
13 to our memos. Probate Court upheld this power of attorney
14 and basically made him a conservator of sorts. He was --
15 and he was actually given specific instructions to go out
16 and find assets that belong to the decedent and basically
17 round them up and manage them. That's in the order,
18 that's in the instructions. So it's very clear that the
19 Probate Court found that he had capacity to give Henry
20 Dorn this POA because they upheld it. Henry Dorn took the
21 money that was being held by USAA and transferred it to an
22 IRA or to an account with Wells Fargo. Okay. Henry Dorn
23 -- and this is absolutely undisputed, Henry Dorn is the
24 one that set up the account and designated the
25 beneficiaries. As best we can tell, he took the

1 information that was given to him by USAA, and I think
2 it's literally a one, maybe two page document saying this
3 is the account, this is the type of account, these are the
4 beneficiaries. He took that and opened up the account.
5 Again, when the Plaintiff was asked during depositions
6 whether she believed that Henry Dorn had exercised his
7 professional judgment and had done everything he was
8 supposed to do under the power of attorney she said yes,
9 he did all that. So Henry Dorn set up this Wells Fargo
10 account. When the decedent passed away USAA had zero
11 dollars in its account held on behalf of the decedent.
12 Wells Fargo had all the money. Wells Fargo distributed
13 the money to the beneficiaries as designated by Henry
14 Dorn, to the decedent's grandchildren. Okay. Wells
15 Fargo, Henry Dorn and the grandchildren are not parties to
16 this case. Like that -- they are not in any way, shape or
17 form added to this case. And I think the Plaintiff is
18 going to say if we have a problem with that we should
19 adjoin them as a party. My issue with that is, and I'm
20 trying to front end this, is they didn't do anything
21 wrong. Nobody's done anything wrong. My client did not
22 have anything to do with the account that was set up and
23 made in distribution. And my client didn't make any
24 distributions. Wells Fargo, we believe, did exactly what
25 they were supposed to do. Henry Dorn had absolute legal

1 authority to do what he did. So the fact that these
2 people are involved like -- and are not a party, I don't
3 think we should have brought them in. The causes of
4 action that have been levied against my client are
5 tortious interference with the contract. So I'm going to
6 start with that one. There is -- and Mr. Brown hit a lot
7 of these points. The only way that the Plaintiff can
8 claim any -- any tortious claim of contract or any breach
9 of contract, any -- any cause of action arising out of any
10 contract is if she asserts a cause of -- or she asserts
11 that she's a third party beneficiary under the contract
12 between the decedent and USAA, even though that contract
13 was long -- or that account was long since closed out.
14 And it was Henry Dorn and Wells Fargo that actually made
15 the transactions that are here at issue. Again, I'm going
16 to keep hitting on that. If you read my memo, that's my
17 comeback.

18 THE COURT: Do you have a copy of your memo?

19 MR. NASROLLAHI: It's been E-filed.

20 THE COURT: Oh, it has?

21 MR. NASROLLAHI: Yeah, I can --

22 THE COURT: No, that's fine.

23 MR. NASROLLAHI: But it is literally every single
24 section, every opportunity I get I say Henry Dorn is the
25 one that legally set up this IRA and legally designated

1 these beneficiaries and is not a party to this action.
2 Regardless, there's been no evidence whatsoever showing
3 that the Plaintiff is a third party beneficiary. South
4 Carolina unfortunately doesn't have anything directly on
5 point with this. But as best -- the best way we can
6 import it is how we handle insurance contracts, but they
7 talk about the beneficiaries. And I think if you were to
8 ask the Supreme Court today what their thinking on this
9 would be, I think the reasoning under the insurance
10 principal is the exact same as, you know, this kind of
11 account. It's -- the account has to be vested in the
12 beneficiary in order for them to be a third party
13 beneficiary. Because if you think about it, it makes
14 sense. If you designate somebody on your life insurance
15 policy or your IRA and you go back and change it, which
16 you're allowed to do, that would give the person who has
17 an unvested interest a cause of action as a third party --
18 as a third party to say, well, there's been a breach. So
19 it makes sense that it should be vested. There was no
20 vesting. There's no evidence that it was ever vested. So
21 the -- and we've cited at length the tortious interference
22 case law. She does not have a claim for tortious
23 interference. There's no evidence for that. That has to
24 be summary judgment. Then there's a claim of breach of
25 fiduciary duty. And again, I'm going to sound like a

1 broken record because a lot of Mr. Brown's points are the
2 same ones I'm going to make here. If -- not conceding
3 that there was any inappropriate conduct, but just for the
4 sake of what I'm arguing today. If there's any breach of
5 fiduciary duty by my client it was owed to the estate and
6 the estate was opened up by Peter Manning, he was the
7 personal representative. He never brought -- he never did
8 anything. He never -- and if anything should be open, it
9 should be by the estate. Okay. They're the party that's
10 going to be injured. I can't find where there -- there's
11 a third party fiduciary relationship, especially out of an
12 unvested contract with regard to zero funds. Another
13 cause of action that they have brought in this case is
14 negligence. I believe that the economic loss rule applies
15 here. I believe that the case law is largely in the realm
16 of product -- of defective products and product liability.
17 I believe the exact same reasoning is applicable here. If
18 the only thing that you're out is money, if you've not had
19 any personal injury, if you've not had any injury to your
20 property, that's not a negligence cause of action. It's
21 not a tort. It's a contract issue. And I think that the
22 case law that we have cited addresses that specifically.
23 But just like my brief, I want to hammer home the point
24 that the grandchildren were distributed money that the
25 Plaintiff has testified that she's fine with them keeping,

1 that they should keep it. She would never sue them
2 because they're family. Grandchildren got money from an
3 account set up by a legally authorized attorney-in-fact
4 who designated these beneficiaries. So how there is a
5 cause of action against us. Even if there was any kind of
6 improper action, which we don't say there is, they are cut
7 off by this third party. This is all the conduct of a
8 duly authorized third party who set up these accounts, who
9 exercised his professional judgment and the money was
10 legally distributed pursuant to the terms of that
11 particular contract. And that's -- I believe it's summary
12 judgment on all counts with regard to my client.

13 THE COURT: Okay, thank you very much.

14 MR. NASROLLAHI: Thank you, Judge.

15 THE COURT: All right, Ms. Merrill.

16 MS. MERRILL: Thank you, Your Honor. May it please
17 the Court. I've got my memo. If I may approach.

18 THE COURT: Yes.

19 MS. MERRILL: I don't want to forget to hand it up.

20 THE COURT: Okay. Thank you.

21 MS. MERRILL: And the Court is well aware of the
22 standard in a motion for summary judgment so I won't
23 belabor that point and that's also addressed in the memo.
24 But there are a couple of factual things that I think that
25 needs to be brought to the Court's attention. First and

1 foremost, the reason Ms. Petit even considered bringing
2 this action was because in the summer of '17 Ms. Krohn,
3 Dr. Petit's former companion, came up to her and
4 approached her and said -- apologized to her for changing
5 the beneficiary. Said that she decided to do it on her
6 own and apologized to Ms. Petit. So Ms. Petit did not
7 learn about the beneficiaries being someone other than she
8 and her sister until after her father's death. She
9 thought it was strange but she had no other evidence to
10 know what went on. She didn't see any form. She knew
11 nothing except, you know, what she was told. So Ms. Krohn
12 approached her and, you know, she said -- apologized to
13 her essentially and basically said, "I decided to do this.
14 I thought, you know, that's what your father should do."
15 Some other facts that I think are very important about the
16 day that Dr. Petit signed this form was the day after
17 being discharged from the hospital, being in ICU -- or
18 CCU. It's the cruise ship episode, I guess, that
19 Defendant Krohn's counsel referenced. But essentially he
20 had been in the hospital in another State because he
21 became ill on a ship. He was removed from the ship.
22 Ended up in ICU, or CCU for two weeks. And it was the day
23 after he had gotten home. He was on pain medication. Ms.
24 Krohn acknowledged that yes, he was -- he was certainly
25 not fully recovered, that he was taking pain medication.

1 Another fact that I think the Court needs to be aware of
2 is that the USAA sent an agent whose address, at least at
3 some point during this litigation was in Houston, to Dr.
4 Petit's home. This is per Defendant Krohn. This is not
5 something that USAA has brought. It's something that came
6 out during Defendant Krohn's deposition. This agent came
7 to Dr. Petit's home in the fall of 2011. And apparently
8 this agent was the one who sent the form. And so it was
9 returned via FedEx to this agent. It wasn't returned to
10 the main address, so it went to this agent. So I'd argue
11 there is a -- they knew more than an otherwise -- they
12 didn't just get the form in their regular procedure where
13 it comes in, somebody scans it, changes it in the
14 computer. This went to the agent who had been to Dr.
15 Petit's home. And it's very clear and I've got these
16 exhibits attached, the handwriting is very different on
17 the 2007 form and the 2012 form. Nothing in discovery
18 thus far indicates that USAA ever confirmed this with Dr.
19 Petit in writing. So it's quite possible Dr. Petit didn't
20 even know that it had changed. If this form was presented
21 to him by Krohn, he signed it. It's quite possible he
22 didn't actually even know. And I agree, I mean what
23 they're saying about the probate order is correct. But
24 that POA was signed about a month later. And someone's
25 capacity can change. I mean, if you have a dental

1 procedure, you know, you typically sign something that
2 says don't sign any legal paperwork today. You know, if
3 you're going to have any sort of drugs or anything like
4 that. So there are ways -- I mean, there are times that
5 you can be competent and then become -- I mean, excuse me,
6 be incompetent and then become competent again. So he did
7 sign that POA. There's a dispute about the -- I guess he
8 brought up the nieces. Ms. Petit and I discussed the
9 nieces but we did not feel like there was any wrongdoing
10 on their part. She did not want to sue them. And but for
11 Ms. Krohn coming up to her in 2017 and telling her this,
12 we probably wouldn't be here. But it was Ms. Krohn's
13 essentially confession to her that she had manipulated the
14 situation and changed these beneficiaries that she brought
15 this action. Give me just a minute, Your Honor. The
16 reason I say that about his capacity, is the case law says
17 if -- if one's rights can be vested if the person has
18 either passed away or no longer has the capacity to change
19 the beneficiaries. And that's why I'm focusing on that.
20 That day that he signed this he did not have the capacity
21 to sign it. It was mentioned that Henry Dorn, when he set
22 up these funds and transferred them, that he designated
23 the beneficiary. But he actually used a form -- or used
24 the information sent to him by USAA. And that's attached
25 to my memo as well. It was just a computer generated

1 form. To our knowledge he did not -- Henry Dorn did not
2 see the written form that came about in discovery. We did
3 not have any of those written documents until the
4 discovery process with this case. So -- it's just a
5 computer generated form. So perhaps it would have been
6 brought to his attention. Had he seen the actual written
7 form he might have thought it unusual but he just was sent
8 the computer generated form from USAA when he transferred
9 the accounts. But I do think there's a lot of factual
10 disputes. Some of these facts I've detailed further in my
11 memorandum and have attached in support for those in the
12 exhibits. Beg the Court's indulgence.

13 THE COURT: Sure. Take your time.

14 MS. MERRILL: And, Your Honor, I want to address one
15 other thing with Wells Fargo. We also didn't file suit
16 against Wells Fargo because they opened up the account
17 based on the information provided to them. And we felt
18 like the at fault party was USAA whose agent had been very
19 involved with Dr. Petit, Ms. Petit and Ms. Krohn who made
20 this confession. However, you know, the Defendants could
21 have cross-claimed against either of those, the nieces or
22 Wells Fargo in this case and they did not. So we believe
23 that they are the proper parties and that there are
24 certainly enough of a factual dispute to defeat their
25 motions for summary judgment.

1 THE COURT: Thank you very much. I will take this
2 under advisement. I've got a lot to read, got a lot to
3 study on, and I'll --

4 MR. BROWN: May I just correct one --

5 THE COURT: Sure.

6 MR. BROWN: Not -- not in detail. But Mr. Nasrollahi
7 commented that there was no South Carolina law regarding
8 the duties investing of IRA situation. We cite in our
9 case a South Carolina case that does address that.

10 THE COURT: Okay.

11 MR. BROWN: The Stribling case. I will acknowledge
12 that it's not a pure insurance case, it's a family law
13 case. But it's dealing with the handling of how an IRA is
14 treated and it specifically says that you treat vesting of
15 benefits under an IRA the same way you do with an
16 insurance policy.

17 THE COURT: Okay.

18 MR. BROWN: And so, just to clarify that point of
19 law.

20 THE COURT: Very good. Thank you.

21 MR. NASROLLAHI: Judge, so long as he's only making
22 my argument stronger I'll allow that.

23 THE COURT: Yeah, sure. I'm sure you have no -- no
24 problem with that. Well, I appreciate you all's hard work
25 and we'll take a look at this and get back with you just

1 as soon as we possibly can. Thank you.

2 MS. MERRILL: Thank you.

3 MR. NASROLLAHI: Thank you, Your Honor.

4 *** END OF REQUESTED TRANSCRIPT OF RECORD ***

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CERTIFICATE OF REPORTER

State of South Carolina)
)
County of Newberry)

I, Joy E. Holston, Official Court Reporter for the Eighth Judicial Circuit of the State of South Carolina, do hereby certify that the foregoing is a true, accurate and complete transcript of record of the proceedings had and evidence introduced in the trial of the captioned case, relative to appeal, in the County of Greenwood, South Carolina on the 4th day of September, 2019.

I do further certify that I am neither of kin, counsel nor interest to any party hereto.

July 16, 2020

Joy E. Holston

Joy E. Holston, Court Reporter

My Commission expires: May 2, 2026

State of South Carolina, County of Greenwood
In the Court, Eighth Judicial Circuit

Karen Petit

Plaintiff,

vs.

Phyllis Jean Krohn, USAA
Federal Savings Bank and
USAA Investment Management
Co.

Defendant.

Case No. 2017-CP-24-01343

Affidavit of
Wallace M. Dorn

Personally appeared before me, the undersigned who, being first duly sworn, deposes and states as follows:

I am Wally Dorn. I am over the age of eighteen and capable of providing this affidavit.

In June 2017, I was with Karen Petit in her booth at the S.C. Festival of Flowers, located at the Uptown Market. I noticed an older woman, whom I did not know, with gray hair and of slight build, who was wearing sunglasses on top of her head, talking to Karen. Their conversation appeared to be congenial.

The woman walked away from the booth, and I then saw that Karen followed her. They stopped to talk, and I soon realized that the conversation had become emotional because Karen was gesturing with her hands, and Karen's facial expressions showed that she was upset.

Karen left the woman and returned to the booth and was extremely distraught. She was shaking, she could barely speak, and she was tearful. She was so upset, in fact, that I told her to sit down.

At that point, Karen told me that the woman was Phyllis Krohn, whom I never met. However, I was aware that she had been the companion to Karen's father, Dr. Edward Petit. Mrs. Krohn told Karen that

she decided that her father's IRA should go to his granddaughters, and she changed the beneficiary form to exclude Karen and her sister Kathy Petit from inheriting their father's IRA. Mrs. Krohn told her that she was sorry for the damage that she had caused her, and also for all of the other things that she had done while being his companion.

Karen continued to be so upset, on the verge of hysteria, that I left the booth and went to get her some ice and a cold beverage because I was worried that her state of distress, combined with the summer heat, would cause her to faint or become ill.

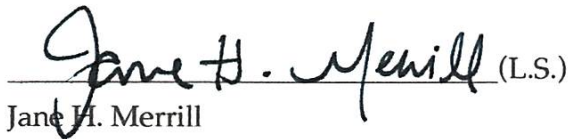
Further your Affiant sayeth not.



Wallace M. Dorn

SWORN TO AND SUBSCRIBED

before me this 18th day of August, 2019.

 (L.S.)

Jane H. Merrill

NOTARY PUBLIC FOR SOUTH CAROLINA

My Commission Expires: October 18, 2020

Certificate of Counsel

The undersigned hereby certifies that the Record on Appeal contains all material proposed to be included by any of the parties and not any other material.

February 24, 2021

s/Scarlet B. Moore

Scarlet B. Moore, # 72534

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