

Transcript of the Testimony of
DOROTHY TAYLOR

Date:

February 22, 2021

Case:

RENE FFRENCH vs FRIENDSHIP HOMES and HANGARS

DOROTHY TAYLOR FEBRUARY 22, 2021
CAUSE NO. 48292

1
2 RENE FFRENCH, JOHN RICHARD) IN THE DISTRICT COURT
3 DIAL and STUART BRUCE)
4 SORGEN, each on his own)
5 behalf and as a)
6 representative of WINDERMERE)
7 OAKS WATER SUPPLY)
8 CORPORATION,)
9 Plaintiffs,)
10 vs.) BURNET COUNTY, TEXAS
11 FRIENDSHIP HOMES & HANGARS,)
12 LLC, WINDERMERE OAKS WATER)
13 SUPPLY CORPORATION and its)
14 Directors WILLIAM EARNEST,)
15 THOMAS MICHAEL MADDEN, DANA)
16 MARTIN, ROBERT MEBANE and)
17 PATRICK MULLIGAN,)
18 Defendants.) 33RD JUDICIAL DISTRICT

11 VIDEO CONFERENCE DEPOSITION OF
12 DOROTHY TAYLOR
13 FEBRUARY 22, 2021
14 (REPORTED REMOTELY)

14 VIDEO CONFERENCE DEPOSITION OF DOROTHY TAYLOR,
15 produced as a witness at the instance of the Plaintiffs
16 and duly sworn, was taken in the above-styled and
17 numbered cause on February 22, 2021, from 9:11 a.m. to
18 11:29 a.m., via video conferencing before LaDonna R.
19 Ayers, Certified Shorthand Reporter, in and for the
20 State of Texas, reported by computerized stenotype
21 machine at the offices of 101 Hill Loop, Spicewood,
22 Texas 78669, pursuant to the Texas Rules of Civil
23 Procedure, the First Emergency Order Regarding the
24 COVID-19 State of Disaster, and the provisions stated on
25 the record or attached hereto.

Page 2

DOROTHY TAYLOR FEBRUARY 22, 2021
APPEARANCES

1
2
3 FOR PLAINTIFF/INTERVENORS:
4 Ms. Kathryn E. Allen
5 LAW OFFICE OF KATHRYN E. ALLEN, P.L.L.C.
6 114 W. 7th St., Suite 1100
7 Austin, Texas 78701
8 Telephone: (512) 495-1400 - Fax: (512) 499-0094
9 E-mail: kallen@keallenlaw.com
10 FOR DEFENDANT, WILLIAM EARNEST:
11 Ms. Shelby O'Brien
12 ENOCH KEVER, L.L.P.
13 7600 N. Capital of Texas Hwy.
14 Bldg. B, Suite 200
15 Austin, Texas 78731
16 Telephone: (512) 615-1200
17 E-mail: sobrien@enochkever.com
18 FOR DEFENDANT, FRIENDSHIP HOMES & HANGARS, L.L.C.:
19 Mr. Ethan J. Ranis
20 ALMANZA, BLACKBURN, DICKIE & MITCHELL, L.L.P.
21 2301 S. Capital of Texas Highway
22 Building H
23 Austin, Texas 78746
24 Telephone: (512) 474-9486
25

FOR DEFENDANT, WINDERMERE OAKS WATER SUPPLY CORPORATION:
Mr. Joe De La Fuente
LLOYD GOSSELINK
816 Congress Ave., Suite 1900
Austin, Texas 78701
Telephone: (512) 322-5849

The Videographer:
MR. JEREMY CUNHA

ALSO PRESENT:
MS. DANA MARTIN
MR. BRUCE SORGEN
MR. LAWRENCE FFRENCH

* * * * *

Page 4

DOROTHY TAYLOR FEBRUARY 22, 2021

1 (On the record at 9:11)
2 THE COURT REPORTER: We are on the record.
3 Today's date is February 22, 2021. The time is 9:11
4 a.m. This is the oral video conference deposition of
5 DOROTHY TAYLOR, and it is being conducted remotely by
6 agreement of the parties and in accordance with the
7 First Emergency Order Regarding the COVID-19 State of
8 Disaster, paragraphs 2.b. and c. The witness is located
9 at 101 Hill Loop, Spicewood, Texas 78669.
10 My name is LaDonna R. Ayers, CSR No. 3941, with
11 Kim Tindall & Associates. I am administering the oath
12 and reporting the deposition remotely by stenographic
13 means from my residence office within the state of
14 Texas. My business address is 16414 San Pedro Avenue,
15 Suite 900, San Antonio, Texas 78232. The witness has
16 been identified to me through attestation of counsel.
17 Would counsel please state their appearances and
18 location, as well as announce anyone in attendance at
19 this deposition, for the record.
20 * * * * *
21
22
23
24
25

Page 3

DOROTHY TAYLOR FEBRUARY 22, 2021
INDEX

1
2
3 DOROTHY TAYLOR
4 Examination by Ms. Allen5
5 Signature Page88
6 Court Reporter's Certificate90
7 EXHIBITS

EXHIBIT NO.	DESCRIPTION	PAGE
9 115	E-mail, dated March 29, 2016	15
10 116	Petition to Request Removal of Ms. Dana Martin, Vice President/Director of The Windermere Oaks Water Supply Company	34
13 117	E-mail, dated April 3, 2014	56
14 118	E-mail string	40
15 120	E-mail string	51
16 133	E-mail, dated October 7, 2018	74
17 136	Changes in Terms Agreement	82
18 139	E-mail string	60

19 * * * * *
20
21
22
23
24
25

Page 5

1 MS. ALLEN: Kathryn Allen, on behalf of
2 the plaintiffs, and I'm in El Campo, Texas. I'll just
3 ask, because I'm not certain whether any of my clients
4 are on this Zoom call but if -- if so, could you please
5 let us know.
6 MR. SORGEN: Bruce Sorgen, I'm on.
7 MS. O'BRIEN: I'm Shelby O'Brien. I'm the
8 counsel for Dorothy Taylor, and I believe Dana Martin is
9 on this call, who I also represent, and I'm in Austin,
10 Texas.
11 MR. RANIS: Ethan Ranis, for Friendship
12 Homes and Hangars. I'm also in Austin, Texas.
13 MR. DE LA FUENTE: Sorry, muted. Joe De
14 La Fuente for Windermere Oaks Water Supply Corporation.
15 DOROTHY TAYLOR,
16 having been first duly sworn, testified as follows:
17 EXAMINATION
18 BY MS. ALLEN:
19 Q. Mrs. Taylor, good morning.
20 A. Good morning.
21 Q. Before -- excuse me -- before we begin, I'll
22 tell you that my voice is not what it used to be, but
23 I'm going to do my best. If you ever can't hear me,
24 just let me know. Before we begin, though, counsel, I
25 would like to put on the record that I believe we have

Page 6

1 agreed, Ms. O'Brien and I have agreed that although her
 2 clients are not waiving signature, that we do have an
 3 agreement that an unsigned copy of the transcript can be
 4 used for purposes of the summary judgment response if
 5 that's necessary. Is that correct, Ms. O'Brien?
 6 MS. O'BRIEN: That's correct.
 7 MS. ALLEN: And all counsel, as we have
 8 done in the past, I believe we have an agreement that
 9 the recording of the video conference that is made by
 10 the court reporting service can be used in lieu of a
 11 standard video deposition. Do we have that agreement?
 12 MS. O'BRIEN: Yes.
 13 MR. RANIS: Yes.
 14 MS. ALLEN: Ethan, did we hear from you?
 15 MR. RANIS: Yes.
 16 MS. ALLEN: Okay. Perfect.
 17 Q. (BY MS. ALLEN) Ms. Taylor, we have agreed to a
 18 very abbreviated deposition this morning as a compromise
 19 to allow me to elicit some information that I need
 20 without trespassing on your time more than we have to.
 21 So I'm going to move fast, but I don't want to move so
 22 fast that we are not communicating. Please stop me if
 23 you feel like it's just moving too fast or you're being
 24 interrupted or you need time to look at documents,
 25 anything like that. I really want to make sure that you

Page 7

1 and I are communicating this morning so that we can rely
 2 on the testimony that you give; is that fair?
 3 A. Okay.
 4 Q. All right. I'm just going to kind of jump
 5 right in. It's my understanding that you are not on the
 6 board of directors -- what I'm going to call the
 7 Water Supply Company. Is that okay with you?
 8 A. Okay.
 9 Q. You'll understand that's Windermere Oaks?
 10 A. Yes.
 11 Q. You were not on the board of directors at the
 12 time that the Martin contract was approved in December
 13 of 2015; is that correct?
 14 A. That's correct.
 15 Q. Prior to that time -- well, when had you been
 16 on the board prior to the December of 2015 meeting? I
 17 should ask, when did you go off the board?
 18 A. I got the board, I believe it was in either
 19 March or April of that year.
 20 Q. And was that just a function of your deciding
 21 not to run again at the annual meeting?
 22 A. I wasn't elected.
 23 Q. Okay. You -- even though you weren't on the
 24 board, you learned at some point in early 2016 that the
 25 board had approved a transaction to sell part of the

Page 8

1 Water Supply Company's airport property to Martin or a
 2 company that she owned; is that right?
 3 A. Yes.
 4 Q. When did you learn that?
 5 A. I don't know that I can recall a specific date
 6 or time line for that. I remember hearing about it,
 7 though.
 8 Q. From whom did you hear about it?
 9 A. I think I heard about it through the manager of
 10 the Water Supply Corporation.
 11 Q. Was that Mr. Burriss?
 12 A. Burriss, uh-huh.
 13 Q. Okay. Is it fair to say that prior to that
 14 time, it had consistently been the judgment of the board
 15 of directors that the board had a duty to the company
 16 and to its members to put the entire 11-acre tract on
 17 the market?
 18 MR. RANIS: Objection, form.
 19 MS. O'BRIEN: Objection, form.
 20 Q. (BY MS. ALLEN) Do you know what I mean when I
 21 say 11-acre tract?
 22 A. Yes, the property that was on the airport.
 23 Q. On the west side of Piper Lane taxiway. That's
 24 what I'm talking about. Are we communicating?
 25 A. Right. Correct.

Page 9

1 Q. Okay. I don't know that it's exactly 11 acres.
 2 I think it's a little over ten. I'm not sure. But as
 3 long as you and I are communicating, that's what's
 4 important.
 5 A. Right. Correct.
 6 Q. True?
 7 A. What was the question again?
 8 Q. Sure. That's okay. It happens. Isn't it true
 9 that at all times prior to the December 2015 meeting, so
 10 far as you knew, it had been the determination of the
 11 board of directors that the board had a duty to the
 12 company and to its members to put the entire 11 or
 13 10-acre tract on the market all at once?
 14 MR. RANIS: Objection, form.
 15 MS. O'BRIEN: Objection, form.
 16 MR. DE LA FUENTE: Object to form.
 17 THE WITNESS: So if I can say, I don't
 18 think that it was the judgment that it had to be all
 19 sold together, but when there were circumstances that
 20 came up about whether it was an offer or consideration,
 21 each one of those was taken individually and those were
 22 decided at that time based on the parameters of those
 23 offers.
 24 Q. (BY MS. ALLEN) Can you think of a -- I'm sorry.
 25 A. It wasn't an all -- all encompassing. It was

Page 10

1 the decisions made at that very time in the best
 2 interest of the corporation for that particular offer or
 3 consideration.
 4 Q. Do you dispute that every time it acted
 5 publicly, the board of directors made a determination
 6 that it should sell the entire 10 or 11-acre tract at
 7 once?
 8 MR. RANIS: Objection, form.
 9 MS. O'BRIEN: Objection, form.
 10 THE WITNESS: I don't know how to answer
 11 that more than what I've said.
 12 Q. (BY MS. ALLEN) Can you think of an instance
 13 where the board acted publicly and made a determination
 14 that it might not sell the entire 11-acre tract all at
 15 once?
 16 A. I don't recall if there was.
 17 Q. So can you recall any such circumstance or
 18 instance?
 19 A. I don't remember any of the details of anything
 20 like that, no.
 21 Q. Okay. Isn't it true that at all times prior to
 22 December 19, 2015, at least insofar as it had acted
 23 publicly, it was the board's determination that it
 24 should advertise the WSC's airport property for sale?
 25 MR. RANIS: Objection, form.

Page 11

1 THE WITNESS: I don't recall us ever being
 2 told that it needed to be advertised.
 3 Q. (BY MS. ALLEN) That's not my question, so I'll
 4 object as nonresponsive. I'm not asking what the board
 5 was told. I'm asking what the board itself decided.
 6 A. And I don't recall the board deciding, while I
 7 was on the board, that we needed to advertise it.
 8 Q. You don't recall the board deciding while you
 9 were on the board that the board had a fiduciary
 10 responsibility to advertise the property for sale; is
 11 that correct?
 12 MR. RANIS: Objection, form.
 13 MS. O'BRIEN: Objection, form.
 14 MR. DE LA FUENTE: Object to form.
 15 THE WITNESS: My recollection was that it
 16 was not a legal obligation that the property needed to
 17 be advertised.
 18 MS. ALLEN: I'm going to object as
 19 nonresponsive because I didn't ask you about a legal
 20 obligation. I asked you about a board determination.
 21 Q. (BY MS. ALLEN) Isn't it true that every single
 22 time it acted publicly prior to December 19, 2015, the
 23 board's position was that it should advertise the
 24 property for sale?
 25 A. I -- I don't recall that.

Page 12

1 Q. Can you recall any instance where the board
 2 publicly took a different position?
 3 A. No, I don't recall.
 4 Q. Okay. So you can't recall an instance where
 5 the board took a different position; is that correct?
 6 A. No.
 7 Q. Isn't it true that at all times prior to
 8 December 19th of 2015, when it acted publicly, it was
 9 the board's determination that it needed to receive the
 10 highest price obtainable for the benefit of the company
 11 and its members for the airport property?
 12 MR. RANIS: Objection, form.
 13 MS. O'BRIEN: Objection, form.
 14 THE WITNESS: Can you ask again?
 15 Q. (BY MS. ALLEN) Sure. At all times prior to
 16 December 19, 2015, when the board acted publicly, isn't
 17 it true that the board's position was that it had a duty
 18 to receive the highest obtainable price for the
 19 company's airport property?
 20 MR. RANIS: Objection, form.
 21 MS. O'BRIEN: Objection, form.
 22 THE WITNESS: Yes, I think that the -- the
 23 board wanted to get the best amount of income off of the
 24 property, yes.
 25 Q. (BY MS. ALLEN) Well, the board wanted to get

Page 13

1 the highest price that it could get, right?
 2 A. Yes.
 3 Q. Okay. Did you communicate with any members of
 4 the Windermere Oaks community once you learned from
 5 Mr. Burriss about the Martin transaction?
 6 A. Did I communicate what?
 7 Q. With any members of the Windermere Oaks
 8 community concerning what you had learned from
 9 Mr. Burriss?
 10 A. Yes, I'm sure that it was discussed.
 11 Q. Who did you communicate with?
 12 A. There was an instance where I spoke with the
 13 Flunkers.
 14 Q. Both Flunkers, Patty and Danny?
 15 A. You know, I don't recall for sure which one of
 16 them it was.
 17 Q. Was it a phone conversation?
 18 A. Yes.
 19 Q. What can you recall about that conversation?
 20 A. I recall that we discussed the property sale
 21 and just wondering if everything had been done according
 22 to the way it should have been done. I didn't have any
 23 details of the transaction so it was just wondering how
 24 it had all come down and happened.
 25 Q. What did you know at that time about what the

Page 14

1 board had done?
 2 A. That they had decided to sell Dana Martin
 3 Friendship Homes the property.
 4 Q. What property did you understand the board had
 5 decided to sell?
 6 A. Part of the airport property that was owned by
 7 the Water Supply Corporation.
 8 Q. Did you have any information about what the
 9 terms of the transaction were?
 10 A. I don't recall knowing the terms at that point
 11 in time.
 12 Q. Did you later learn the terms?
 13 A. Over the course of all these years, yes.
 14 Q. Mr. Burriss didn't tell you what the terms
 15 were?
 16 A. If he did, I don't recall specifically.
 17 Q. Don't you think you asked him?
 18 MR. RANIS: Objection, form.
 19 THE WITNESS: I don't recall if he gave me
 20 specifics of that.
 21 Q. (BY MS. ALLEN) I'm going to see if I can
 22 successfully share my screen. It doesn't always work
 23 for me. Can you see the document that I'm displaying,
 24 Ms. Taylor? Hello?
 25 A. Yes.

Page 15

1 Q. Can you see a document that I'm displaying?
 2 I'm attempting to share my screen.
 3 A. Uh-huh.
 4 Q. It doesn't always work for me. You can see it?
 5 A. Right.
 6 (Exhibit No. 115 marked)
 7 Q. (BY MS. ALLEN) I've marked it as
 8 Deposition Exhibit 115, and you can ignore where I've
 9 forwarded it because that surely wasn't part of the
 10 original, right?
 11 A. Right.
 12 Q. Wasn't part of the -- okay. The original was
 13 an e-mail from you to Patty Flunker on March 29th of
 14 2016, correct?
 15 A. Uh-huh.
 16 Q. You were forwarding to her information you had
 17 received from the Burnet County Commissioner's Court; is
 18 that right?
 19 A. It looks like it, yes.
 20 Q. How did you come by this information?
 21 A. The Burnet County Commissioner's Court? I'm on
 22 the e-mail they send out, their agenda.
 23 Q. And so you had noticed that there was an agenda
 24 item on the Burnet County Commissioner's Court for --
 25 let's see if we can get to it. There we go -- for a

Page 16

1 Tract H on Piper Lane, which was an attachment to your
 2 e-mail, right?
 3 A. Honestly, I don't recall that, but it looks
 4 like that's what you have. I'd have to -- yeah, I
 5 don't -- I don't recall.
 6 Q. Do you see where it says one attachment,
 7 two-lot plat, Tract H, revised pdf?
 8 A. Right.
 9 Q. So what I did was click on that and print out
 10 what came up, and I'm showing it to you now, which is an
 11 unsigned tract -- plat of Tract H on Piper Lane; do you
 12 see that?
 13 A. Uh-huh.
 14 Q. Do you have any reason to think that you did
 15 not receive that as an attachment from the Burnet County
 16 Commissioner's Court?
 17 A. I doubt that that came from the Burnet County
 18 Commissioner's Court. I would have gotten the link to
 19 the meeting, but I don't have any reason to think the
 20 Burnet County Commissioners sent me a plat.
 21 Q. I don't know what that service does for you, so
 22 I have to ask.
 23 A. It's -- it's a service that you sign up for to
 24 be able to receive alerts when they host meetings.
 25 Q. It was an attachment to your e-mail to

Page 17

1 Patty Flunker. Do you recall how you -- how you got it,
 2 the plat?
 3 A. I don't.
 4 Q. How would you normally get it?
 5 A. How would I normally get what?
 6 Q. When you received the e-mail that the service
 7 furnishes you of the type that we're seeing in
 8 Exhibit 115, I assume that you -- if you were interested
 9 enough, could take some steps to secure a copy of the
 10 materials that were referred to on the agenda; is that
 11 correct?
 12 A. Yeah, I'm sure that you can click on there and
 13 go to that agenda, but they did not send me that
 14 attachment.
 15 Q. You understand that I'm not asking you that
 16 now.
 17 A. Okay. I thought that's what --
 18 Q. I'm asking you what's -- I'm asking you what
 19 steps you could take from an e-mail from the Burnet
 20 County Commissioner's Court, such as Exhibit 115, to
 21 obtain a copy of the attachment that you sent to
 22 Patty Flunker.
 23 A. And I've said I don't recall where I got that
 24 plat that I attached to that e-mail.
 25 Q. All right. Are there sources from which you

Page 18

1 would have gotten it, other than Burnet County?
 2 A. I don't recall where I got that from.
 3 Q. That's really not my question. My question is:
 4 Are there sources from which you could obtain the
 5 material that was attached to your e-mail to Patty
 6 Flunker?
 7 A. Are there other sources?
 8 Q. Are there -- what are the sources from which
 9 you could obtain this attachment?
 10 A. I -- I don't -- I don't know what to say
 11 because I don't recall where I got it from. I mean, I
 12 guess.
 13 Q. Do you know that I'm not asking you what you
 14 remember? I'm asking you what are the sources from
 15 which you could get a copy of the material that you
 16 attached to the e-mail that you sent to Patty Flunker on
 17 March 29th of 2016.
 18 MS. O'BRIEN: Objection, form.
 19 MR. DE LA FUENTE: Object to form.
 20 THE WITNESS: I guess anybody that would
 21 have had a copy of it could have sent it to me, but I
 22 don't recall if -- if I got it from Burnet County or
 23 from someone else. I don't recall.
 24 Q. (BY MS. ALLEN) You know that you can get it
 25 from Burnet County; isn't that right?

Page 19

1 A. I know that I -- I don't know that it was
 2 available on that link. I don't recall.
 3 Q. You know that materials like the attachment to
 4 your e-mail to Patty Flunker from March of 2016 can be
 5 made available by the Burnet County Commissioner's Court
 6 on its web site?
 7 A. I guess -- I mean, I -- I don't recall.
 8 Q. The answer is you do know or you don't know?
 9 A. That I could get things off of their web --
 10 MR. RANIS: Objection, form.
 11 Q. (BY MS. ALLEN) My question is: Isn't it true
 12 that Burnet County posts materials like your attachment
 13 to your e-mail of March 29th, 2016 to Patty Flunker on
 14 the Burnet County Commissioner's Court website?
 15 A. I would think that, yes, they probably do post
 16 materials with their agenda.
 17 Q. Are you telling us that you have never obtained
 18 such materials from Burnet County Commissioner's Court
 19 website?
 20 A. No, I didn't say that. I don't recall where I
 21 got this from.
 22 Q. All right. Did you call Patty Flunker?
 23 A. I don't recall.
 24 Q. Isn't it true that when you spoke with Patty
 25 Flunker, you informed her that Martin had purchased 4 or

Page 20

1 so acres of Water Supply Company property?
 2 MS. O'BRIEN: Objection, form.
 3 Q. (BY MS. ALLEN) I'm going to ask you to answer
 4 my question unless you truly don't know the answer,
 5 because we have a short two hours and I'm trying to work
 6 with you.
 7 A. So what's the question?
 8 MS. ALLEN: The Court Reporter will read
 9 it back to you.
 10 (The record was read as requested.)
 11 THE WITNESS: Yes, I believe I did.
 12 Q. (BY MS. ALLEN) You knew that Friendship Homes
 13 and Hangars was a company owned by Martin, correct?
 14 A. Yes.
 15 Q. Patty Flunker did not know that; isn't that
 16 right?
 17 MR. DE LA FUENTE: Object to form.
 18 THE WITNESS: Did not know what?
 19 Q. (BY MS. ALLEN) Patty Flunker did not know that
 20 Friendship Homes and Hangars was a company of
 21 Dana Martin; isn't that right?
 22 MR. RANIS: Objection, form.
 23 MR. DE LA FUENTE: Object form.
 24 MS. O'BRIEN: Object form.
 25 THE WITNESS: I believe that everyone in

Page 21

1 the community, including the Flunkers, knew that Dana
 2 owned Friendship Homes.
 3 Q. (BY MS. ALLEN) You talked to everybody in the
 4 community about Friendship Homes and Hangars and who
 5 owned it. Is that what you're telling us?
 6 A. No, I'm saying that I -- I'm pretty sure that
 7 the Flunkers and most people out here know because Dana
 8 has been in business out in the community for years.
 9 Q. Isn't it true that Patty Flunker told you in
 10 that conversation that she believed Friendship Homes and
 11 Hangars was an entity owned by the Whittens?
 12 MR. RANIS: Objection, form.
 13 THE WITNESS: I don't recall that at all.
 14 Q. (BY MS. ALLEN) Do you deny that she said it or
 15 are you saying you simply can't remember?
 16 MR. RANIS: Objection, form.
 17 THE WITNESS: I don't recall the Whittens'
 18 name being mentioned in that conversation.
 19 Q. (BY MS. ALLEN) Okay. You did not call
 20 Patty Flunker to make casual conversation, did you?
 21 A. I -- I don't recall, but yes, I probably -- I
 22 don't know what other subjects we talked about.
 23 Q. When you called Patty Flunker, you expressed to
 24 her that you were upset that the board had approved a
 25 sale of 4 or so acres of Water Supply Company property

Page 22

1 to Martin; isn't that right?

2 A. I was not upset that they sold Martin the

3 property. I just was questioning how it had all

4 happened.

5 MS. ALLEN: Objection, nonresponsive.

6 Q. (BY MS. ALLEN) Isn't it true that you told

7 Patty Flunker that the board had always intended to sell

8 the Water Supply Company's airport property west of

9 Piper Lane as a single parcel?

10 MR. RANIS: Objection, form.

11 THE WITNESS: I don't recall the specific

12 language of that phone call.

13 Q. (BY MS. ALLEN) Isn't it true that you shared

14 with Patty Flunker your concerns about the procedures by

15 which an item was approved?

16 A. I'm sorry. You were breaking up. Can you

17 repeat that?

18 Q. I can. Isn't it true that you shared with

19 Patty Flunker your concerns about the procedures by

20 which the transaction was approved?

21 A. I did not know at that point in time the exact

22 procedures that had been done so I was concerned, but I

23 didn't have the specifics of what had transpired. I

24 wasn't in the meeting.

25 Q. You expressed a view that Martin had a conflict

Page 23

1 of interest, did you not, in your conversation with

2 Patty Flunker?

3 A. I don't recall details of that conversation.

4 Q. You had the view at the time of your

5 conversation with Patty Flunker that Martin had a

6 conflict of interest; isn't that right?

7 A. She had a conflict of interest in -- in the

8 fact that she should have been excluded from discussions

9 about the properties.

10 Q. She should not have been sitting in executive

11 session where the topic of the disposition of the

12 property was being discussed; is that right?

13 MR. RANIS: Objection, form.

14 MS. O'BRIEN: Objection, form.

15 THE WITNESS: I don't know that she was in

16 executive session when they discussed property.

17 MS. ALLEN: Objection, nonresponsive.

18 Q. (BY MS. ALLEN) Your view was that Martin should

19 not have been sitting in executive sessions with the

20 board where the topic of the disposition of the Water

21 Supply Company's airport property was being discussed;

22 isn't that right?

23 MR. RANIS: Objection, form.

24 THE WITNESS: Yes, I believe that if they

25 were discussing property in the airport, that that could

Page 24

1 present a conflict of interest.

2 Q. (BY MS. ALLEN) You had expressed a view months

3 earlier that Martin had a conflict of interest just by

4 running for the board; isn't that true?

5 A. I don't recall that.

6 Q. You recall that so-called illegal outfall that

7 was on the corner of the Water Supply Company's airport

8 property?

9 MR. RANIS: Objection, form.

10 Q. (BY MS. ALLEN) That's a question.

11 A. I'm sorry, I'm not -- I'm not sure what the

12 question is.

13 Q. Do you recall Pat Mulligan discussing with the

14 board months before December 2015 that Martin had

15 created an illegal -- what he called an illegal outfall

16 that was causing drainage problems for the Water Supply

17 Company?

18 MR. RANIS: Objection, form.

19 MS. O'BRIEN: Objection, form.

20 THE WITNESS: Honestly, I don't recall

21 exact details about any of that.

22 Q. (BY MS. ALLEN) Have you reviewed any of the

23 transcripts that your lawyer had prepared from the

24 board's meetings that involved the Water Supply

25 Company's airport property?

Page 25

1 A. I have -- the transcripts, no. I have not seen

2 the transcripts. I listened --

3 Q. I'm sorry. Go ahead.

4 A. I have listened to parts of them, but not --

5 no, I have not listened to the entire sessions.

6 Q. What parts have you listened to?

7 A. I listened to the December 2015 executive

8 session. I've listened to part of the -- I believe it

9 was in March of 2015, which I was on the board.

10 Q. You don't recall from your listening to the

11 March 2015 audio recording that it was you who was

12 insistent that the board take some action to resolve

13 this drainage issue that George Burriss said was

14 creating erosion and other problems around the lift

15 station?

16 MR. RANIS: Objection, form.

17 MS. O'BRIEN: Objection, form.

18 THE WITNESS: I'd have to go back and

19 listen to it again to remember the details of it.

20 Q. (BY MS. ALLEN) Do you not recall that it was

21 you who undertook to try to -- to get with a lawyer to

22 try to determine whether Martin had a conflict of

23 interest by running for the board of directors when she

24 was in what might be a dispute with the Water Supply

25 Company over this outfall?

Page 26

1 MR. RANIS: Objection, form.
 2 THE WITNESS: I don't remember any
 3 conversations about whether that presented where she
 4 could not run for the board.
 5 Q. (BY MS. ALLEN) So I take it that you have no
 6 recollection of ever having sought legal advice
 7 concerning whether or not Martin had a conflict of
 8 interest that might either conflict with the board or
 9 require her exclusion from executive sessions where the
 10 property was discussed; is that correct?
 11 MR. RANIS: Objection, form.
 12 THE WITNESS: I honestly don't remember
 13 any specifics, no.
 14 Q. (BY MS. ALLEN) Did you have the view in March
 15 of 2015 that because Martin was potentially crosswise
 16 with the Water Supply Company over this outfall, she may
 17 have a conflict of interest that would require her
 18 exclusion from executive sessions?
 19 MR. RANIS: Objection, form.
 20 THE WITNESS: I don't recall those
 21 details, no. Sorry.
 22 Q. (BY MS. ALLEN) And is it accurate that if
 23 Martin was crosswise with the Water Supply Company over
 24 the outfall, she should be excluded from executive
 25 sessions where the property was being discussed?

Page 27

1 MS. O'BRIEN: Objection, form.
 2 THE WITNESS: I don't know. I don't
 3 recall the details of that.
 4 Q. (BY MS. ALLEN) Whether you recall the details
 5 of it or not, do you have a view one way or the other
 6 whether Martin had a conflict of interest because of the
 7 outfall, that might require her exclusion from executive
 8 session should she be elected to the board?
 9 MR. RANIS: Objection, form.
 10 MR. DE LA FUENTE: Object, form.
 11 THE WITNESS: I don't recall the details,
 12 so I mean, I --
 13 Q. (BY MS. ALLEN) I'm giving you the details.
 14 A. You're presenting your view of the details, but
 15 I don't recall.
 16 Q. Do you have a view today, one way or the other,
 17 whether a person who is in a dispute with the Water
 18 Supply Company and is a member of the board of directors
 19 should be excluded from executive sessions where the
 20 board is discussing the matter in dispute?
 21 MS. O'BRIEN: Objection, form.
 22 THE WITNESS: If there's an item that's
 23 being discussed, then yes, I would think that that
 24 person would be excluded from discussions in executive
 25 session.

Page 28

1 Q. (BY MS. ALLEN) Do you recall expressing the
 2 view to Patty Flunker in March of 2016 that you were
 3 concerned as to whether or not there had been violations
 4 of the Open Meetings Act in connection with the approval
 5 of the Martin transaction?
 6 MR. RANIS: Objection, form.
 7 THE WITNESS: I wasn't present at that
 8 meeting so I didn't know what had been -- or transpired
 9 during the meeting so I may have questioned because I
 10 wasn't aware of the specifics of it.
 11 MS. ALLEN: Objection, nonresponsive.
 12 Q. (BY MS. ALLEN) What I understand you to say is
 13 that you did not know what exactly had happened, but you
 14 had questions about whether or not the approval was done
 15 in compliance with the Open Meetings Act; is that
 16 correct?
 17 MR. RANIS: Objection, form.
 18 THE WITNESS: No. I didn't -- I didn't --
 19 I didn't say that.
 20 Q. (BY MS. ALLEN) All right. Did you undertake to
 21 determine whether or not there were violations of the
 22 Open Meetings Act in connection with the board's
 23 approval of the Martin transaction?
 24 MR. RANIS: Objection, form.
 25 THE WITNESS: I don't believe so.

Page 29

1 Q. (BY MS. ALLEN) You did not? I didn't hear you.
 2 You did not?
 3 A. No, I don't believe that I questioned whether
 4 there were violations of the Open Meetings Act.
 5 Q. Not ever?
 6 A. In regards to a particular meeting or what are
 7 you -- what are you referring to?
 8 Q. Okay. Here's my question, and I really need to
 9 you focus on it and be fair with me by giving me an
 10 answer because I'm trying to work with you on a very
 11 short time frame. My question is: Did you ever
 12 undertake to determine whether or not there had been
 13 violations of the Open Meetings Act in connection with
 14 the board's approval of the Martin transaction?
 15 A. I don't know exactly what you mean by that so
 16 help me understand your question.
 17 Q. What is it that you don't understand, really?
 18 A. When you say did I ever, I mean, are you
 19 talking about specifically? You have been referring to
 20 this conversation with the Flunkers that I don't recall
 21 details on, and so I'm trying to understand.
 22 Q. Well, I've understood you to tell me that you
 23 did not know at the time that you spoke with
 24 Patty Flunker in March of 2016 whether or not there had
 25 been violations of the Open Meetings Act in connection

Page 30

1 with the Martin transaction approval. Did I hear you
 2 right?
 3 A. I did not know the specifics of what transpired
 4 in that meeting.
 5 Q. And therefore, you did not know at that time
 6 whether or not the board had violated the Open Meetings
 7 Act; is that correct?
 8 A. I would assume so. I did not know because I
 9 wasn't part of that meeting, so I didn't -- I wouldn't
 10 have known.
 11 Q. So stay with me on this. Did you subsequently
 12 undertake to determine whether or not the board had
 13 violated the Open Meetings Act in connection with the
 14 approval of the Martin transaction?
 15 A. I probably did inquire with Pat Mulligan as to
 16 whether or not Dana was present during the executive
 17 session, but I can't recall when exactly or the timeline
 18 on that.
 19 Q. Isn't it true that what you learned was that
 20 Dana Martin was present in every single executive
 21 session that was held during the time that she was on
 22 the board prior to December 19th of 2015 that involved a
 23 discussion of the water supply's airport property?
 24 MR. RANIS: Objection, form.
 25 THE WITNESS: I don't know. I can't say.

Page 31

1 MR. DE LA FUENTE: Objection, form.
 2 THE WITNESS: I don't recall learning that
 3 she was in every executive session.
 4 Q. (BY MS. ALLEN) You know from listening to the
 5 tape of the December 19th meeting that she was in the
 6 executive session for that meeting where the topic of
 7 the sale of the Water Supply Company's airport property
 8 was being discussed; isn't that right?
 9 MS. O'BRIEN: Object to form.
 10 THE WITNESS: She was not in that
 11 recording.
 12 Q. (BY MS. ALLEN) She was not in the recording
 13 that you listened to for the December 19th, 2015
 14 meeting?
 15 A. I don't recall that she was in that executive
 16 session, no.
 17 Q. Okay. Where is the recording that you listened
 18 to?
 19 A. The attorneys have it.
 20 Q. So you went -- I don't want to ask you about
 21 discussions with your lawyer or anything like that. I
 22 just want to know, so you went to your lawyer's office
 23 and you listened to it and it stayed there; is that
 24 accurate?
 25 A. The recording was in the Water Supply

Page 32

1 Corporation files and I -- I'm trying to think back.
 2 After the first lawsuit was filed, it was produced and
 3 given to the attorney.
 4 Q. What was produced and given to what attorney?
 5 A. The recording was given to the attorney
 6 Les Romo.
 7 Q. All right. So --
 8 A. He was the attorney.
 9 Q. During the litigation, Les Romo had the
 10 recording of the executive session for the
 11 November 19th, 2015 meeting; is that right?
 12 MS. O'BRIEN: Objection, form.
 13 THE WITNESS: December.
 14 Q. (BY MS. ALLEN) Did I say something -- I might
 15 have said a different date. I meant the December 19,
 16 2015 meeting.
 17 A. Correct.
 18 Q. Okay. Isn't it true that you suggested to
 19 Patty Flunker in March of 2016 in your phone call that
 20 the neighborhood -- the community should consider doing
 21 something about the board's approval of the Martin
 22 transaction?
 23 A. I don't recall that.
 24 Q. Well, you had concerns about it, correct?
 25 MR. RANIS: Objection, form.

Page 33

1 THE WITNESS: I had concerns about how
 2 they had conducted it, but I don't recall saying that
 3 the neighborhood needed to do something about it.
 4 Q. (BY MS. ALLEN) Do you recall in your discussion
 5 with Patty Flunker in March of 2016 the topic of removal
 6 of Dana Martin from the board came up?
 7 A. I don't recall that.
 8 Q. Just so that I'm clear, are you telling us
 9 today that you did not suggest to Patty Flunker in March
 10 of 2016 that the community should consider taking some
 11 action, such as a petition to remove Dana Martin from
 12 the board?
 13 A. I don't recall that.
 14 Q. You know that a petition was later filed,
 15 right?
 16 A. There was a petition that was filed. I think
 17 it was a year or so down the road. I don't recall
 18 exactly the date of it.
 19 Q. And there was a meeting thereafter to consider
 20 the allegations of the petition; is that right?
 21 A. Uh-huh, yes.
 22 Q. Were you present at that meeting?
 23 A. Yes, I was.
 24 Q. Did you have a view one way or the other as to
 25 whether there were grounds for removal of Dana Martin in

Page 34

1 connection with the land sale transaction?
 2 A. Ask -- say that again, please.
 3 Q. At the time of the meeting in March of 2017,
 4 did you have a view one way or the other as to whether
 5 there were grounds for Dana Martin's removal from the
 6 board?
 7 A. I don't recall at that meeting feeling that
 8 there were grounds for her removal.
 9 Q. And what was the basis for that?
 10 A. I'd have to go back and look at the specifics
 11 of what the petition was and what they had claimed in
 12 it. I haven't -- I haven't reviewed that in years, so I
 13 don't know -- I can't recall.
 14 Q. Okay. Hang with me just for a second here.
 15 Oops, wrong one.
 16 (Exhibit No. 116 marked)
 17 Q. (BY MS. ALLEN) I'm showing you what I've marked
 18 as Exhibit 116, which is the petition -- not the many
 19 pages of signatures, but just the petition itself. Can
 20 you see it?
 21 A. Uh-huh, yes.
 22 Q. Okay. And it says that Ms. Martin participated
 23 in the closed board meetings to discuss the sale of the
 24 WOWSC real estate, specifically the property which her
 25 company Friendship Hangar Homes purchased from the

Page 35

1 WOWSC. Do you see that?
 2 A. Yes.
 3 Q. Was that true?
 4 A. Well --
 5 Q. Can you answer my question?
 6 A. I'm trying to read this right now. It says we
 7 have learned and participated in the closed board
 8 meetings to discuss. I don't know that she participated
 9 in those closed board meetings.
 10 Q. What did you do to try to ascertain whether
 11 that was true or false? What, if anything, did you do
 12 to try to ascertain whether that was true or false?
 13 A. I -- I don't recall the details of that. I'm
 14 sorry.
 15 Q. Well, you voted like everybody else on the
 16 petition to remove, did you not?
 17 A. I -- I voted on the petition to remove, you
 18 mean at the meeting?
 19 Q. Yes. I don't think you're really being fair
 20 with me now. You're not answering my question.
 21 A. I'm reading over -- you've got something on the
 22 screen and I'm trying to read.
 23 Q. Okay. We can -- we can fix that. Here is my
 24 question: Did you or did you not cast a vote at the
 25 meeting in March of 2017 on the question of removing

Page 36

1 Dana Martin from the board?
 2 A. I don't specifically recall. I would assume
 3 that I did.
 4 Q. So if you can't recall whether you cast a
 5 ballot, I'm going to assume that you can't recall how
 6 you voted?
 7 A. I honestly I don't believe that I cast a vote
 8 to have her removed, but I don't specifically remember.
 9 Q. Isn't it true that you would not have cast a
 10 ballot without feeling that you were properly informed
 11 concerning the facts?
 12 MR. DE LA FUENTE: Object to form.
 13 MR. RANIS: Objection, form.
 14 THE WITNESS: I don't recall that I,
 15 again, ever heard one way or the other whether she was
 16 in a particular meeting, if that was part of their claim
 17 in the petition.
 18 Q. (BY MS. ALLEN) Here is my question. It's just
 19 so simple: Did you undertake to try to determine
 20 whether the allegations of the petition were true or not
 21 before casting a ballot?
 22 MR. RANIS: Objection, form.
 23 MS. O'BRIEN: Objection, form.
 24 MR. DE LA FUENTE: Same objection.
 25 Q. (BY MS. ALLEN) Is it really that hard?

Page 37

1 A. I -- I don't.
 2 MR. RANIS: Objection, form again.
 3 THE WITNESS: You know, I don't recall
 4 specifics of that. I'm sorry, it's --
 5 Q. (BY MS. ALLEN) Do you have a view today about
 6 whether the allegations for the petition for removal
 7 were true or false?
 8 MS. O'BRIEN: Objection, form.
 9 THE WITNESS: As far as I recall, I don't
 10 believe that the allegations were true, but I don't
 11 have -- no one had proof of what transpired in executive
 12 sessions.
 13 Q. (BY MS. ALLEN) Really? How many friends did
 14 you have on the board of directors at the time of the
 15 March 2017 meeting?
 16 MR. DE LA FUENTE: Object, form.
 17 THE WITNESS: I'm sorry. What?
 18 Q. (BY MS. ALLEN) How many friends did you have on
 19 the board of -- that were on the board of directors in
 20 December of 2015 that you could have asked was Martin
 21 there or not?
 22 MR. RANIS: Objection, form.
 23 MS. O'BRIEN: Objection, form.
 24 THE WITNESS: Executive sessions, my
 25 understanding, are privileged and people aren't supposed

Page 38

1 to talk about what happens in executive sessions.
 2 Q. (BY MS. ALLEN) Really? So you've never
 3 corresponded with any of your fellow board members about
 4 what happened at an executive session for which you were
 5 not on the board; is that true?
 6 A. When the question came up about the December
 7 meeting, yes, I questioned and was told that she was not
 8 part of that executive session.
 9 Q. Who told you that?
 10 A. I don't recall. It may have been Pat Mulligan.
 11 Q. In exercising your duties as a director of the
 12 Water Supply Company in March of 2017 and thereafter,
 13 what steps, if any, did you take to confirm that
 14 information?
 15 MR. RANIS: Objection, form.
 16 THE WITNESS: In March of 2017?
 17 Q. (BY MS. ALLEN) And, thereafter, during your
 18 time as a member of the board of directors.
 19 A. Repeat the question.
 20 MS. ALLEN: Court Reporter can read it
 21 back.
 22 (The record was read as requested.)
 23 MR. RANIS: Objection, form.
 24 THE WITNESS: To confirm what information?
 25 Q. (BY MS. ALLEN) Information you just told me

Page 39

1 Pat Mulligan gave you.
 2 A. I -- I don't know that it came up again until
 3 the lawsuit, the TOMA lawsuit came up, and that's when
 4 the tape of that meeting was produced to the attorney of
 5 the corporation.
 6 Q. Is that when you listened to it for the first
 7 time?
 8 A. I believe so. I -- I --
 9 Q. And it's your testimony that you did not hear
 10 Dana Martin's voice on audio recording of the executive
 11 session for the December 19, 2015 meeting. Do I have
 12 that right?
 13 A. I don't recall her voice on the executive
 14 session of December of 2015.
 15 Q. Okay. Let's see. Have I shared my screen with
 16 you so that you're able to see at the very top an e-mail
 17 from you to -- is it Joenne and Marvin Lewis?
 18 MR. RANIS: Kathy, your screen isn't
 19 shared.
 20 MS. ALLEN: Okay. That's what I needed to
 21 know. Thank you, Ethan. Well, shucks. I'm going to
 22 have to get there sooner or later so just bear with me.
 23 This happens to me all the time. There we go. How
 24 about now?
 25 THE COURT REPORTER: Yes.

Page 40

1 (Exhibit No. 118 marked)
 2 Q. (BY MS. ALLEN) I've marked this as Exhibit 118.
 3 I'm just scrolling down so that you are able to confirm
 4 that this is a series of e-mail exchanges between one or
 5 the other of the Lewises. It looks like Marvin?
 6 A. Uh-huh.
 7 Q. In February -- February 16, 20 -- I guess it's
 8 February 6, 2017, is that right, when -- when Marvin
 9 wrote to you: Thanks for the copy of the agreement?
 10 A. Uh-huh.
 11 Q. You see that?
 12 A. Yes.
 13 Q. And Marvin says to you, Curiously, the right of
 14 refusal is for, quote, remaining land owned by WOWSC.
 15 Do you see that?
 16 A. Correct.
 17 Q. And he wonders out loud if that includes
 18 everything else the WSC owns. Do you see that?
 19 A. Uh-huh.
 20 Q. And I'm going to scroll up, and you can see
 21 that your response on February 15, of 2017, was that the
 22 first right of refusal clearly identifies the tracts of
 23 land contained to be the remainder of the 7.0255 acres
 24 that she did not purchase and the other tract -- I'm
 25 assuming he meant tract, being 4.027; is that right?

Page 41

1 A. Yes.
 2 Q. Isn't it true that you had been concerned
 3 enough about Marvin's comment to contact the attorney
 4 for the Water Supply Company and ask his opinion?
 5 MR. RANIS: Objection, form. And isn't
 6 that privileged?
 7 MS. ALLEN: Well, you produced the
 8 communication, so I guess not.
 9 Q. (BY MS. ALLEN) Do you see -- I'm showing you
 10 the contract and special provisions. It says, Right of
 11 refusal, remaining land owned by WOWSC. Do you see
 12 that?
 13 A. I think it's -- I can't see it on my screen but
 14 I guess it's --
 15 Q. Okay. Can you see it now? How about now?
 16 A. I think it's scrolled down to the bottom.
 17 Q. Okay. It's on the top of my screen. So do you
 18 not see it now? If you really can't see it, tell me?
 19 A. I -- I don't see what you're talking about in
 20 terms of the --
 21 Q. Do you see a portion of the contract with
 22 typewritten --
 23 A. Yes. Yes, the special provisions, now I can
 24 see on the screen.
 25 Q. Do you see the part that I've highlighted?

Page 42

1 A. Yes.

2 Q. And it says: Right of refusal, remaining land

3 owned by WOWSC, correct?

4 A. Correct.

5 Q. It says exactly what Marvin said it said; isn't

6 that right?

7 A. Correct.

8 Q. Let me just scroll down in this same exhibit.

9 Do you see that there's an e-mail exchange between

10 yourself and Mark Zeppa, a lawyer, on February the 8th

11 of 2016? Do you see that?

12 A. No, it hadn't scrolled down.

13 Q. Okay. I think we have a little delay because

14 our Internet out here is about like -- a little

15 backward. Tell me when you see it.

16 A. Yes, I see it.

17 Q. So on February the 8th of 2017, Mark Zeppa told

18 you that in his opinion the right of first refusal

19 language would apply to any other land that the

20 Water Supply Company owned, correct?

21 A. Correct.

22 Q. And on February 15th, after that, you told

23 Marvin that it was crystal clear that it was only the

24 7 acres and the 4 acres, correct?

25 A. I don't recall. You'll have to scroll back up

Page 43

1 to that e-mail to -- I don't know exactly.

2 Q. I'll be happy to. "Clearly identifies" was the

3 words you used eight days after your lawyer said: In my

4 opinion, the right of first refusal language covers all

5 the rest of the property. Isn't that right?

6 MS. O'BRIEN: Objection, form.

7 MR. RANIS: Same objection.

8 THE WITNESS: There was an amended right

9 of refusal that was done.

10 Q. (BY MS. ALLEN) Not before February the 15th,

11 there wasn't.

12 MR. RANIS: Objection, form.

13 Q. (BY MS. ALLEN) I want to know why it was that

14 after the Water Supply Company's lawyer told you that

15 Marvin was right, you wrote back to Marvin and told him

16 he wasn't. That's what I want to know.

17 MR. RANIS: Objection, form.

18 MS. O'BRIEN: Objection, form.

19 MR. DE LA FUENTE: Same objection.

20 Q. (BY MS. ALLEN) Can you explain that?

21 A. My understanding was that everyone, including

22 Friendship Homes, Dana Martin, and the board, was that

23 it was only of that additional acreage. It wasn't the

24 entire property, and so that may have been why I

25 responded to him and then we did an amended -- there was

Page 44

1 an amended right of first refusal that made it clearer.

2 Q. Okay. So your lawyer, seven days before you

3 responded to Marvin, gave you his opinion that the right

4 of first refusal language would apply to any other land,

5 and he made a suggestion about how to fix that. Do you

6 see that?

7 MR. RANIS: Objection, form.

8 MS. O'BRIEN: Objection, form.

9 THE WITNESS: I don't see it right now,

10 no.

11 Q. (BY MS. ALLEN) Okay. When the same e-mail that

12 you've seen a minute ago comes back up, the

13 February 8th, 2017, e-mail from Mark Zeppa to you comes

14 back up, you tell me.

15 A. Okay.

16 Q. Do you see that he says: In my opinion, it

17 would apply to any other land the WOWSC owns. If you

18 don't see it, tell me, no, I don't see it.

19 A. I see where it says, yes.

20 Q. And he makes a suggestion about what to do to

21 fix the problem; isn't that true?

22 A. Correct.

23 MR. RANIS: Objection, form.

24 Q. (BY MS. ALLEN) The board did not implement

25 Zeppa's suggestion, did it?

Page 45

1 MS. O'BRIEN: Objection, form.

2 THE WITNESS: There was an addendum done.

3 Q. (BY MS. ALLEN) Who, if anyone did you

4 communicate with between the time that Zeppa told you

5 the right of first refusal language would apply to any

6 other land and the time that you told Marvin that he

7 wasn't right?

8 A. There was discussion with Bob Mebane and with

9 Dana Martin because it's clear that Zeppa instructed for

10 us to have them sign a new addendum.

11 Q. And they gave you their legal opinion about

12 what the right of first refusal language would cover; is

13 that correct?

14 A. Who gave me their legal opinion?

15 Q. Martin and Mebane?

16 A. I don't believe it was their legal opinion. I

17 believe it was their opinion of what the agreement was

18 intended to mean.

19 Q. All right. That's not what you told Marvin.

20 You didn't tell Marvin that what the parties intended

21 was this, did you?

22 A. I guess if you're saying I wasn't specific

23 enough with him to say that this is what was intended.

24 Q. No, ma'am, I'm suggesting you were not

25 forthright with him.

Page 46

1 MS. O'BRIEN: Objection, form.
 2 Q. (BY MS. ALLEN) You had a legal opinion that
 3 Marvin was right, and you wrote him after that and told
 4 him that he wasn't?
 5 MR. RANIS: Objection, form.
 6 MS. O'BRIEN: Objection, form.
 7 MR. DE LA FUENTE: Same objection.
 8 Q. (BY MS. ALLEN) And I'm just asking, do you
 9 really consider that to be forthright with members of
 10 the community? Can you not answer my question?
 11 A. I -- I don't -- I don't know what to say.
 12 Q. You don't have a view one way or the other
 13 whether or not that's being forthright?
 14 A. I don't recall the sequence of the dates of
 15 everything.
 16 Q. I'm showing you the dates. Do you think there
 17 are other dates? That's where we do this painstaking
 18 share screen process so you can see the dates. Are you
 19 not seeing the dates?
 20 A. So the addendum that I'm looking at now was
 21 dated the 16th of February.
 22 Q. Well, that's what it says.
 23 A. Uh-huh.
 24 Q. And you e-mailed to Dana Martin on July 5,
 25 2017. Do you see that?

Page 47

1 A. No, I just see the addendum.
 2 Q. Okay. You can't see your -- you can't see your
 3 e-mail at the top?
 4 A. Now I can, that you've scrolled up.
 5 Q. And right below the e-mail exchange at the top
 6 it says, From the files. Do you see that?
 7 A. Uh-huh.
 8 Q. I'm assuming this is from the files of the
 9 Water Supply Company. Do you think otherwise?
 10 A. No, I would probably agree it's from the files.
 11 Q. So the addendum wasn't done until after you
 12 responded to Marvin; isn't that true?
 13 A. If the addendum was done on the 16th of
 14 February. And I don't recall the date of my e-mail to
 15 Marvin.
 16 Q. Really? Okay. It will speak for itself.
 17 A. Okay.
 18 Q. I'll tell you it was February the 15th, but
 19 we've looked at it and it will speak for itself.
 20 A. All right.
 21 Q. And this was a month, give or take, before the
 22 meeting on the petition to remove Dana Martin, right?
 23 A. I don't recall the exact date of the meeting to
 24 remove Dana.
 25 Q. Of course, you don't. I'm back on the

Page 48

1 petition, Exhibit 116, which you said you had seen. And
 2 do you see that the additional concern that was raised
 3 had to do with this right of first refusal contract?
 4 A. I -- I can't see right now what you're
 5 referring to. I don't know.
 6 Q. If you can't see it on the screen, that's fair
 7 enough. Just tell me, no, I can't see it on my screen.
 8 A. Well, there's a lot on the screen, so I'm
 9 trying to figure out what you're referring to.
 10 Q. Let me help you. "Additionally, we are very
 11 concerned that Ms. Martin persuaded the board to sign a
 12 right of first refusal contract for the additional
 13 property that the WOWSC owns." And they say consisting
 14 of 11 acres, but you see they are complaining about the
 15 right of refusal?
 16 A. Uh-huh. Yes.
 17 Q. You knew that one of the hot topics in
 18 connection with the petition to remove Dana Martin was
 19 the right of first refusal, didn't you?
 20 A. It's in that paperwork, yes.
 21 Q. You knew that at the time that you were
 22 corresponding with Marvin, didn't you?
 23 A. I knew that -- that what?
 24 Q. That the topic of the right of refusal was a
 25 hot topic in connection with the petition to remove

Page 49

1 Dana Martin.
 2 A. I don't recall that this -- that you've got in
 3 front of the screen right now was part of discussion
 4 with Marvin.
 5 Q. Do you really not understand my question?
 6 MS. ALLEN: I'm going to object as
 7 nonresponsive. Court Reporter, could you read the
 8 question back.
 9 (The record was read as requested.)
 10 Q. (BY MS. ALLEN) Do you understand my question?
 11 A. Yes, and I've stated that I don't recall the
 12 dates. So if the petition to remove Dana Martin --
 13 what's the date of the petition to remove Dana Martin?
 14 Because you're asking me to say --
 15 Q. Go ahead.
 16 A. No, I -- I just said I don't recall the date of
 17 that petition to have her removed, if that tied in --
 18 Q. You mean you don't recall the date -- you mean
 19 you don't recall the date that you saw it?
 20 A. I don't recall the date of the petition. Was
 21 that to remove Dana Martin was done in 2017, 2018? I
 22 don't recall if it was -- you're asking me to say that
 23 it was part of the dispute with Marvin Lewis.
 24 Q. No, I'm not, and you know it. I'm asking you
 25 what you knew at the time that you were corresponding

Page 50

1 with Marvin. And I'm going to ask you one more time,
 2 and if you can't answer it, just say, I can't answer it.
 3 A. When Marvin Lewis asked about --
 4 Q. Did you know -- here's my question: Did you
 5 know at the time that you were corresponding with
 6 Marvin Lewis by e-mail that the right of first refusal
 7 was a hot topic in connection with the petition to
 8 remove Dana Martin?
 9 A. I don't recall that I knew that that first
 10 right of refusal was a hot topic to remove Dana Martin
 11 at the time that I communicated with Marvin Lewis. When
 12 Marvin Lewis brought up the right of first refusal, it
 13 was something that needed to be corrected and the
 14 attorney advised us to do that. That right of first
 15 refusal only identified that it needed to be specific
 16 about the acres that it covered.
 17 Q. But you didn't say, Marvin, thank you so much
 18 for pointing that go out to us; we're taking steps to
 19 remedy that problem. You didn't ever say that to
 20 Martin, did you?
 21 MS. O'BRIEN: Objection, form.
 22 MR. RANIS: Same objection.
 23 MR. DE LA FUENTE: Same objection.
 24 THE WITNESS: No, I don't recall saying
 25 that to him.

Page 51

1 Q. (BY MS. ALLEN) Bear with me because I need to
 2 find a document that I would like to visit with you
 3 about. I'm going to have to find it elsewhere. But in
 4 the meantime, you recall that Dick Dial sent you a
 5 request for information concerning the Martin
 6 transaction.
 7 A. Yes.
 8 (Exhibit No. 120 marked)
 9 Q. (BY MS. ALLEN) Let me see if I can pull that up
 10 so that you can take a look at it. Here we go.
 11 Whenever you can see that, let me know. You can't see
 12 it yet?
 13 A. Yes, it just came up.
 14 Q. The top part is an e-mail from you to
 15 Dick Dial, August 17, 2017. And you say: Yes, today.
 16 And that's the conclusion of an exchange between you and
 17 Mr. Dial about his request and your meeting with him to
 18 go through the documents, correct?
 19 A. Correct.
 20 Q. Let's see. Hang on a sec. Do you see the
 21 August 16, 2017 e-mail from Dial where he says: I do
 22 want to get copies of documents and recordings if there
 23 are any, and I will need to know the cost for that.
 24 A. Okay. Yes.
 25 Q. And I'm going to scroll down so you can tell me

Page 52

1 when you can see -- hold on. Do you recall when you
 2 provided documents to Mr. Dial?
 3 A. Yes.
 4 Q. You did not provide any recordings to Mr. Dial;
 5 isn't that correct?
 6 A. Correct.
 7 Q. You told Mr. Dial that the documents that you
 8 were furnishing to him were all of the documents that
 9 the WSC had that were responsive to his request, didn't
 10 you?
 11 A. I believe I've pulled everything that he
 12 requested, yes.
 13 Q. He requested recordings and you didn't give him
 14 any, did you?
 15 A. I don't recall if there were any recordings
 16 that I had to give him. I -- I don't recall.
 17 Q. You certainly knew -- you certainly knew that
 18 there were recordings, right?
 19 A. Recordings of what?
 20 Q. Of the meetings at which the Martin transaction
 21 was discussed.
 22 A. If there was a recording of the executive
 23 session, that wouldn't have been something that I could
 24 release to him.
 25 Q. I didn't ask whether you could give it to him.

Page 53

1 I asked you whether you told him that the WSC didn't
 2 have any other documents that were responsive to his
 3 requests, that is, that you told him the WSC did not
 4 have any recordings. Isn't that true?
 5 A. I don't recall telling him that there were no
 6 recordings. I recall that he asked for certain
 7 documents and that I pulled those documents and met with
 8 him and gave him copies of all those documents.
 9 Q. You know you did not give him any recordings?
 10 A. I don't believe so. I don't think I had any
 11 recordings to give him.
 12 Q. You knew that recordings existed, didn't you?
 13 A. I don't know what you're referring to. If you
 14 mean executive sessions --
 15 Q. Executive session, open session. You knew that
 16 recordings existed of the December 19, 2015 meeting;
 17 isn't that true?
 18 A. Honestly, I don't recall if when Dick Dial
 19 asked for that information, whether or not I had any
 20 knowledge of that recording of the meeting.
 21 Q. If you did, you certainly should not have told
 22 him that the WSC has no recordings or has no other
 23 documents, right?
 24 MR. RANIS: Objection, form.
 25 MS. O'BRIEN: Objection, form.

Page 54

1 MR. DE LA FUENTE: Objection, form.
 2 THE WITNESS: I -- I don't recall that I
 3 told him that there were no recordings.
 4 Q. (BY MS. ALLEN) No, ma'am. You told him there
 5 were no other documents that were responsive to his
 6 request for recordings. That's what you told him.
 7 MS. O'BRIEN: Objection, form.
 8 THE WITNESS: I didn't know of any other
 9 documents at that point in time that I --
 10 Q. (BY MS. ALLEN) If I can prove that you did,
 11 wouldn't you agree with me that you were less than
 12 forthright with Mr. Dial concerning the documents in the
 13 possession of the WSC?
 14 MR. RANIS: Objection, form.
 15 MS. O'BRIEN: Objection, form.
 16 THE WITNESS: I was not aware of
 17 recordings of executive sessions being stuff that I
 18 would have given him copies of.
 19 MS. ALLEN: That's not my question.
 20 Court Reporter, will read back my question, and I will
 21 ask that you please answer it or tell me that you're not
 22 going to, one or the other.
 23 (The record was read as requested.)
 24 MR. RANIS: Objection, form.
 25 MS. O'BRIEN: Objection, form.

Page 55

1 Q. (BY MS. ALLEN) So I think I've been kicked off
 2 the Zoom meeting, maybe. I'm not sure. Maybe it's just
 3 screen share I've been kicked off of.
 4 MR. DE LA FUENTE: You're there.
 5 MS. O'BRIEN: Yeah, we see you.
 6 MS. ALLEN: Okay. I'm going to try it
 7 again.
 8 Q. (BY MS. ALLEN) Either answer my question or
 9 tell me that you can't.
 10 A. I think I was being forthright with Dick Dial
 11 in giving him the information that he requested that I
 12 had available and was able to give him.
 13 Q. You know that you have an obligation when
 14 responding to a public information request to produce
 15 all of the records that are responsive or to decline to
 16 produce them and seek an attorney general opinion, don't
 17 you?
 18 MR. RANIS: Objection, form.
 19 MS. O'BRIEN: Form.
 20 MR. DE LA FUENTE: Same objection.
 21 Q. (BY MS. ALLEN) If you don't know the answer to
 22 my question just say, I don't know, and we'll move on.
 23 A. So tell me the question. As you're saying the
 24 questions, there are other people saying things and it's
 25 difficult to hear it in its entirety.

Page 56

1 Q. Then I'm going to ask that everybody else mute
 2 so that you can hear me and the Court Reporter will read
 3 back my question.
 4 (The record was read as requested.)
 5 Q. (BY MS. ALLEN) You do or you don't.
 6 A. I think I probably know better now than I did
 7 in years past.
 8 Q. You had a responsibility -- at the time that
 9 you were responding to Mr. Dial, you had a
 10 responsibility to know what your duties were under the
 11 Public Information Act, correct?
 12 MR. RANIS: Objection, form.
 13 THE WITNESS: Yes, I tried to do what I
 14 was obligated to do.
 15 Q. (BY MS. ALLEN) You did not seek an attorney
 16 general opinion with regard to any recordings that were
 17 requested by Mr. Dial, correct?
 18 A. No, I did not.
 19 Q. Okay. And nobody else at the WSC did on your
 20 behalf; is that right?
 21 A. I don't believe so.
 22 (Exhibit No. 117 marked)
 23 Q. (BY MS. ALLEN) So I hope that what's on the
 24 screen now is, at the top, an e-mail from you to Pat
 25 Mulligan and probably the other board members.

Page 57

1 April 3rd, 2014; draft note to POA re: Property. Can
 2 you see that?
 3 A. Yes.
 4 Q. This was a couple of e-mails that the board had
 5 directed you to send after an open meeting where they
 6 had discussed some requests from the Property Owners
 7 Association; isn't that right?
 8 MR. RANIS: Objection, form.
 9 THE WITNESS: It looks like that, yes.
 10 Q. (BY MS. ALLEN) You wrote these e-mails, right,
 11 and you circulated them for review and approval.
 12 A. Yes.
 13 Q. The first one is, looks to me like to
 14 Bob Mebane when he was the POA president; is that right?
 15 A. Uh-huh. Yes.
 16 Q. And you say: As the board -- and I'll just
 17 highlight it so it will be easy -- as the WOWSC Board
 18 presented in August of last year, the budget was
 19 contingent on selling its property in the air park to
 20 reduce the debt incurred as much as possible. Do you
 21 see that?
 22 A. Correct.
 23 Q. Was that honest and forthright?
 24 A. Yes.
 25 Q. You wrote: The WOWSC Board has a fiduciary

Page 58

1 responsibility to our members, and it is not in the best
 2 interest to put a restriction on the sale of the
 3 property that would compromise our ability to obtain the
 4 best offer from any potential buyer. Correct?
 5 A. Correct.
 6 Q. Given that, I wanted to make you aware that the
 7 board has unanimously voted in its last open meeting we
 8 will put the entire tract on the market. Correct?
 9 A. Correct.
 10 Q. Was that forthright and accurate?
 11 A. That was what had been discussed, yes.
 12 Q. Was it forthright and accurate that the board
 13 unanimously voted in its last open meeting to put the
 14 entire tract on the market?
 15 A. I believe so. I mean, this was a draft that I
 16 had circulated so if I was wrong in that, I would have
 17 hoped that they would have advised me that it was not a
 18 unanimous vote.
 19 Q. Can you recall there ever being an occasion
 20 where the WOWSC Board thereafter voted to put some
 21 portion of the tract on the market?
 22 A. Do I recall after that, after this particular
 23 e-mail?
 24 Q. After April 3rd, 2014, do you recall there ever
 25 being a board vote to put something less than the entire

Page 59

1 tract on the market?
 2 A. I don't really recall details of something like
 3 that. I do know that there was another piece of
 4 property in the airport, and I don't recall if it was
 5 part of this entire tract that was discussed or if it
 6 was a separate tract.
 7 Q. You recall there being a discussion about a
 8 sale of a lot on the east side of Piper Lane; is that
 9 right?
 10 A. Yes.
 11 Q. But you cannot recall there ever being a
 12 discussion or a board vote to sell less than the
 13 entirety -- excuse me -- the entirety of the tract that
 14 was on the west side of Piper Lane; isn't that right?
 15 A. I don't recall one.
 16 MS. ALLEN: Okay. Counsel, I need
 17 about -- excuse me -- about a three-minute break and
 18 then we'll finish up. Is that all right?
 19 MS. O'BRIEN: Okay.
 20 MR. RANIS: Okay.
 21 MR. DE LA FUENTE: Sure.
 22 MS. ALLEN: All right. Off the record.
 23 THE COURT REPORTER: All right. We're off
 24 the record at 10:41.
 25 (Off the record from 10:41 to 10:45)

Page 60

1 THE COURT REPORTER: We are back on the
 2 record a lot 10:45.
 3 (Exhibit No. 139 marked)
 4 Q. (BY MS. ALLEN) I'm attempting to screen share,
 5 Ms. Taylor, a document that I've marked as 139, which is
 6 an e-mail January 16, 2014, from you to what looks like
 7 the board of directors, C.C., George Burriss, concerning
 8 a request from the POA to have a right of refusal on the
 9 property that the company will be selling. Do you see
 10 that?
 11 A. Uh-huh, yes.
 12 Q. You wrote the e-mail to Tom Doffing and the
 13 WOPOA Board and you circulated it for comments and
 14 approval, right?
 15 A. Correct.
 16 Q. And you got comments and approval. For
 17 example, Pat Mulligan wrote: This is good. We should
 18 end with something like, as with all offers our final
 19 selection will be based on a number of factors, et
 20 cetera. Right?
 21 A. Uh-huh. Yes.
 22 Q. And you incorporated those suggestions, right?
 23 A. I think so.
 24 Q. And you said the same thing about the budget
 25 being contingent on selling the property to reduce the

Page 61

1 debt incurred as much as possible, right?
 2 A. Uh-huh. Yes.
 3 Q. That was the truth. That was the truth, wasn't
 4 it?
 5 A. Yes.
 6 Q. And then in the last paragraph you say: At the
 7 time the property is put on the market, we will consider
 8 any offer that the POA would present to us. Do you see
 9 that?
 10 A. Correct.
 11 Q. What was the time the property was put on the
 12 market?
 13 A. I don't recall that the property was put on the
 14 market or I'm not sure what you mean by "put on the
 15 market."
 16 Q. These are your words, not mine.
 17 A. It says at the time that -- at the time the
 18 property is put on the market, we will consider any
 19 offer. It doesn't say when the property was going to be
 20 put on the market.
 21 Q. That was not my question. I'll make it easier.
 22 Was the property ever put on the market?
 23 A. I don't know when you say "put on the market."
 24 I mean, the property was for sale. The community knew
 25 from back in 2013 that that property would be sold. So

Page 62

1 when you say "put on the market," it was -- it was --
 2 Q. These are your words, not mine. These are your
 3 words, not mine. You tell the POA, the Property Owners
 4 Association -- which is the community, right? -- at the
 5 time the property is put on the market, we will consider
 6 any offer the POA would present to us. Those are your
 7 words, are they not?
 8 A. I think that was probably referencing to the
 9 fact that until the wastewater treatment plant was up
 10 and running, the new one that was being built was up and
 11 running, the property that was in the airport that would
 12 be sold was not ready to be put on the market or ready
 13 for a sale until the old plant had been taken down.
 14 Q. And the board never took any steps to notify
 15 anybody that the property was ready for sale; isn't that
 16 right?
 17 MS. O'BRIEN: Objection, form.
 18 MR. RANIS: I join that objection.
 19 THE WITNESS: I don't know when the board
 20 considered it ready to put on the market that they would
 21 have notified the POA. I don't recall if that was done.
 22 I mean, there were offers that were made over the years
 23 that --
 24 Q. (BY MS. ALLEN) What offers?
 25 A. There was an offer from a Clay Johnson.

Page 63

1 Q. Clay Johnson made an offer to buy some of the
 2 Water Supply Company property?
 3 A. Yes.
 4 Q. When was that?
 5 A. I believe it was back in 2013.
 6 Q. And the board said no, right?
 7 A. Yes. At the time, the board said no.
 8 Q. The board said no because we want to sell the
 9 property as a whole; isn't that right?
 10 A. I don't recall the exact language of what went
 11 back to Mr. Johnson at the time.
 12 MS. ALLEN: I'm going to object as
 13 nonresponsive.
 14 Q. (BY MS. ALLEN) Exact language was not in my
 15 question. Isn't it true that the board told
 16 Clay Johnson no because it was the board's view that the
 17 property needed to be sold as one single tract?
 18 MR. RANIS: Objection to form.
 19 MS. O'BRIEN: Objection, form.
 20 THE WITNESS: I don't recall the exact
 21 specifics of that or the specifics of it.
 22 Q. (BY MS. ALLEN) Did I ask you specifics?
 23 A. You asked me --
 24 Q. I didn't hear that come out of my mouth.
 25 A. I don't recall.

Page 64

1 Q. All right. Other offers. Oh, by the way,
 2 before we leave that, what did Clay Johnson want to buy
 3 and how much money was he offering to pay for it?
 4 A. I believe it was an offer of 175 for 7 acres.
 5 Q. Clay Johnson offered 175,000 for 7 acres.
 6 Okay.
 7 A. I believe that's -- that's my recollection.
 8 Q. Was that in writing?
 9 A. He sent an e-mail, I believe, yes.
 10 Q. Okay. I will be asking the Water Supply
 11 Company for that e-mail. Other offers that you referred
 12 to a moment ago besides Clay Johnson, what were they?
 13 A. Oh, I think we produced these documents. I
 14 honestly don't recall right now, but I know the POA had
 15 made an offer for a small amount of property.
 16 Q. The POA made an offer and the board said no,
 17 right?
 18 A. Correct.
 19 Q. The board said no because it intended to sell
 20 all of the property on the western side of Piper Lane as
 21 a single parcel; isn't that right?
 22 MR. RANIS: Objection, form.
 23 THE WITNESS: The board made that decision
 24 at the time, yes.
 25 Q. (BY MS. ALLEN) The board didn't negotiate with

Page 65

1 the POA. The board didn't say, no, that's not enough
 2 money, you need to offer us more money, or anything like
 3 that, right?
 4 MS. O'BRIEN: Objection, form.
 5 THE WITNESS: The POA offer was for a very
 6 small portion of that that they had been using, and so,
 7 no, the board didn't feel like that they should carve
 8 out that small portion.
 9 MS. ALLEN: Objection, nonresponsive.
 10 Q. (BY MS. ALLEN) Did you not understand my
 11 question?
 12 A. I guess not.
 13 Q. The board did not go to the POA and offer to
 14 negotiate the terms of a purchase, correct?
 15 A. Not that I recall.
 16 Q. All right. Are there any other offers that are
 17 included within the offers that you referred to?
 18 A. I can't remember any at this moment.
 19 Q. Okay. I want to show you -- let me get to it.
 20 Let's see. You recall that in 2013, Frank Greenberg
 21 sent a letter of intent, right?
 22 A. Oh, you know, I think I said Clay Johnson. I
 23 think that was Frank Greenberg, sorry.
 24 Q. You sent it in 2013. It was not for the entire
 25 11 acres. Anybody who said that was wrong. It was for

Page 66

1 7 acres, right?

2 A. Correct. I think a minute ago when I expressed

3 that it was Clay Johnson, it was this Frank Greenberg

4 that I was recalling.

5 Q. Okay.

6 A. Sorry.

7 Q. That's okay. Let me see if I can pull up

8 your -- there we go, right there. Tell me when the

9 document comes up. At the top it's going to be an

10 e-mail from Pat Mulligan to Frank Greenberg, C.C. you

11 and others, May 24, 2013.

12 A. Okay.

13 Q. Do you see it?

14 A. Yes.

15 Q. This is an e-mail exchange that came out of

16 your production that was a follow-on to the Letter of

17 Intent, correct?

18 A. I believe so.

19 Q. And right in the middle is an e-mail May 23rd,

20 2013, where Frank Greenberg writes to Mulligan and says,

21 What I really want to do is have you sell the property

22 by sealed bid. Do you see that?

23 A. Yes.

24 Q. And he said -- and I'll just highlight it for

25 convenience -- We feel the board will be very pleased

Page 67

1 with our revised offer. Do you see that?

2 A. Yes.

3 Q. The board said no, right?

4 A. Correct.

5 Q. Among other things, the board said that it was

6 concerned about liability if there are protests, right?

7 A. That's what Pat Mulligan wrote, yes.

8 Q. Okay. The board told Greenberg, don't send us

9 your revised offer until we hire an outside real estate

10 company, right?

11 A. Correct.

12 Q. The board never hired an outside real estate

13 company, did it?

14 A. Not that I'm aware of.

15 Q. The board never suggested to Frank Greenberg

16 that it would like to have his revised offer, did it?

17 A. Not that I'm aware of.

18 Q. The board has no idea to this day how much

19 money Frank Greenberg was willing to pay for the 7 acres

20 that he proposed to purchase, does it?

21 MS. O'BRIEN: Objection, form.

22 MR. RANIS: Same objection.

23 THE WITNESS: I -- I don't know what

24 transpired when I was off the board, so I have no way of

25 knowing if there was other communication with him.

Page 68

1 Q. (BY MS. ALLEN) To your knowledge, the board

2 never invited Frank Greenberg to send his revised offer;

3 isn't that right?

4 A. I have no knowledge of it.

5 Q. To your knowledge, the board has no idea to

6 this day how much money Frank Greenberg was going to

7 offer to pay for the 7 acres that he proposed to

8 purchase; isn't that correct?

9 MR. RANIS: Objection, form.

10 MR. DE LA FUENTE: Object, form.

11 MS. O'BRIEN: Objection, form.

12 THE WITNESS: They knew of the offer that

13 he made at that point in time. I have no knowledge that

14 there was any other discussion with him.

15 MS. ALLEN: Objection, nonresponsive.

16 Q. (BY MS. ALLEN) Isn't it true the board has no

17 idea to this day how much money Frank Greenberg was

18 prepared to pay for the 7 acres he wanted to purchase?

19 MS. O'BRIEN: Objection, form.

20 MR. DE LA FUENTE: Object, form.

21 MR. RANIS: Objection, form.

22 THE WITNESS: I'm not aware that the board

23 knows anything about what he would have offered today.

24 Q. (BY MS. ALLEN) Or what he would have offered in

25 2013, by way of a revised offer; isn't that right?

Page 69

1 MS. O'BRIEN: Objection, form.

2 MR. RANIS: Same objection.

3 MR. DE LA FUENTE: Object, form.

4 THE WITNESS: I'm not aware of that.

5 Q. (BY MS. ALLEN) Okay. Are there any other

6 offers that you want included in the term "offers" that

7 you mentioned earlier?

8 A. No, I think we've submitted --

9 Q. I'm sorry? I didn't hear you. I'm sorry. I

10 didn't hear you.

11 A. No. I mean, I think we have produced documents

12 for any of the offers that came.

13 Q. I want to know whether you believe there were

14 other offers that were sent to the Water Supply Company

15 prior to December 19th, 2015, to purchase some or all of

16 the airport property on the west side of Piper Lane,

17 other than the ones you've talked about.

18 A. I don't recall any other ones that we haven't

19 produced documents on.

20 Q. That's not my question and you know it. I'm

21 not asking you about documents produced.

22 A. I don't recall any other offers right now, no.

23 Q. You know from your own personal knowledge that

24 back in 2011, Malcolm Bailey and Dana Martin expressed

25 interest in buying the 7-acre tract, don't you?

Page 70

1 A. In 2011? I can't recall the details of it. I
 2 do recall, yes, there may have been an offer back. I
 3 don't recall if it was in 2011. It's, you know --
 4 Q. You know from your personal knowledge that
 5 Malcolm Bailey and Dana Martin declined to make an offer
 6 to purchase, don't you? You got a copy of the
 7 correspondence from their agent saying they were not
 8 going to make an offer to purchase, didn't you?
 9 A. I don't recall that.
 10 Q. You cannot recall any offer that was made by
 11 Malcolm Bailey and Dana Martin in 2011 or that time
 12 frame, can you?
 13 A. I remember hearing about an offer, but I don't
 14 remember exactly -- I remember Dana Martin's name. I
 15 don't necessarily remember Malcolm's. I don't remember
 16 the date of it.
 17 Q. Do you recall there being any documentation
 18 regarding what you're saying was an offer?
 19 A. I -- I don't recall at the moment.
 20 Q. Okay. In any event, the board did not accept
 21 if there was an offer, right?
 22 A. Correct.
 23 Q. You can't recall the board going to either
 24 Martin or Bailey and seeking to negotiate a deal for the
 25 purchase of the property back in 2011 or that time

Page 71

1 frame, can you?
 2 A. I don't recall it.
 3 Q. All right. In 2019, the board approved the
 4 execution of a correction deed. Do you recall that?
 5 A. Yes.
 6 Q. Among other things, that correction deed
 7 conveyed .5 acres that was the Piper Lane taxiway,
 8 correct?
 9 A. There was language in there about that, yes.
 10 Q. Are you disagreeing with the statement that the
 11 correction deed conveyed the Piper Lane taxiway?
 12 A. I -- I believe that's the -- that's the way it
 13 was dated, yes.
 14 Q. Do you have any reason at all to think that the
 15 2015 board intended that Dana Martin or her company
 16 would acquire the Piper Lane taxiway?
 17 MR. RANIS: Objection, form.
 18 MS. O'BRIEN: Objection, form.
 19 MR. DE LA FUENTE: Object, form.
 20 THE WITNESS: I have no knowledge of that.
 21 Q. (BY MS. ALLEN) You don't know one way or the
 22 other, in other words?
 23 A. Correct.
 24 Q. Is that right? Did you vote to approve the
 25 correction deed?

Page 72

1 A. Yes, I did.
 2 Q. Why on earth did you vote to convey the
 3 Piper Lane taxiway without proof that the board intended
 4 in 2015 that it be conveyed?
 5 MR. RANIS: Objection, form.
 6 MS. O'BRIEN: Objection, form.
 7 MR. DE LA FUENTE: Object, form.
 8 THE WITNESS: We went through the whole
 9 transaction to try to correct items. My understanding
 10 was that there were corrections that were made to the
 11 original sale, and the intent was to correct things, and
 12 there was a big meeting with the members to explain all
 13 of that. There was a lot of debate over items that were
 14 discussed as part of that, and it was done in the hopes
 15 and the best interest for the corporation that the
 16 litigation could be resolved.
 17 MS. ALLEN: Court Reporter, what was my
 18 question?
 19 (The record was read as requested.)
 20 MR. DE LA FUENTE: Object, form.
 21 MS. O'BRIEN: Objection, form.
 22 MR. RANIS: Objection, form.
 23 Q. (BY MS. ALLEN) Did you understand my question?
 24 A. Because I believed that it was the best
 25 business judgment that we could make for the

Page 73

1 corporation.
 2 Q. Without regard to whether or not the 2015 board
 3 intended to convey Piper Lane, correct?
 4 A. Sorry. There's stuff going on on my screen I
 5 was trying to figure out.
 6 Q. Your decision was not based on whether or not
 7 the 2015 board actually intended that Piper Lane be
 8 included in the transaction, correct?
 9 MR. RANIS: Objection, form.
 10 MS. O'BRIEN: Objection, form.
 11 THE WITNESS: I didn't talk to the 2015
 12 board.
 13 Q. (BY MS. ALLEN) You had no idea whether they
 14 intended to include Piper Lane or not, correct?
 15 MS. O'BRIEN: Objection, form.
 16 MR. RANIS: Objection, form.
 17 THE WITNESS: There were other members of
 18 the board in 2019 that worked on the legal committee and
 19 had advised the rest of us board members in terms of
 20 this settlement and how to proceed best on it in the
 21 interest of the corporation.
 22 MS. ALLEN: Objection, nonresponsive.
 23 I'll have the Court Reporter read back my question, and
 24 if it's not clear to you, you let me know.
 25 (The record was read as requested.)

Page 74

1 Q. (BY MS. ALLEN) Let me try it again. Isn't it
 2 true that your decision was made without regard to
 3 whether or not the 2015 board intended to include
 4 Piper Lane in the transaction; isn't that right?
 5 MR. RANIS: Objection, form.
 6 MS. O'BRIEN: Objection, form.
 7 THE WITNESS: My decision was made on the
 8 best interest. I did not go back and discuss with the
 9 board members from 2015 about what their intent.
 10 Q. (BY MS. ALLEN) Are you aware of there being any
 11 evidence presented to the 2019 board in an effort to
 12 demonstrate that the 2015 board intended to include
 13 Piper Lane in the transaction?
 14 A. I don't recall any specific discussions over
 15 the Piper Lane.
 16 Q. Are you aware of any evidence to suggest that
 17 the 2015 board intended to include Piper Lane in the
 18 transaction?
 19 A. I'm not aware.
 20 (Exhibit No. 133 marked)
 21 Q. (BY MS. ALLEN) Okay. I hope that I am screen
 22 sharing an e-mail that at the top is from Dana Martin,
 23 date October 7, 2018, to you. If you see that, let me
 24 know.
 25 A. Yes.

Page 75

1 Q. It's an e-mail from Martin to you regarding the
 2 litigation and her development plans, correct?
 3 A. Yes. Do you want me to read this?
 4 Q. I would really like it if you answer my
 5 question, if you can, and I think you did. She tells
 6 you in the e-mail that she sold off -- she sold off the
 7 three lot design section to Hans, correct?
 8 A. Yes, I see that.
 9 Q. You already knew that, didn't you?
 10 A. I already knew what?
 11 Q. That she had sold the part of the property to
 12 the Mairs.
 13 (Reporter asks for clarification.)
 14 A. I don't recall the time line as far as when
 15 this e-mail and when I learned that she had sold off a
 16 portion of it to the Mairs.
 17 Q. Then she says: My plan was to develop my three
 18 lots, sell those as I'm developing the T hangars. Do
 19 you see that?
 20 A. Uh-huh.
 21 Q. And her three lots were encompassed within the
 22 subdivision plat that was the subject of the lawsuit
 23 against the Burnet County Commissioner's Court, right?
 24 A. I think so, yes.
 25 Q. And she says that she would give an easement on

Page 76

1 the second taxiway only if all suits are dropped,
 2 correct?
 3 A. Yes.
 4 Q. She says, I'm losing sales and money every
 5 month this goes on, right?
 6 A. Yes, I see that.
 7 Q. And that's because in the time between the
 8 closing of the transaction in 2016 and October of 2018,
 9 she had been selling property and making money; isn't
 10 that right?
 11 MR. RANIS: Objection, form.
 12 MS. O'BRIEN: Objection, form.
 13 Q. (BY MS. ALLEN) Selling parts of the -- let me
 14 rephrase that. She had been selling parts of the
 15 property that she acquired from the Water Supply Company
 16 and making money; isn't that right?
 17 MR. RANIS: Objection, form.
 18 MS. O'BRIEN: Objection, form.
 19 THE WITNESS: I don't know -- I don't
 20 recall the dates of when she sold a part of that
 21 property to the Mairs.
 22 MS. ALLEN: Objection, nonresponsive.
 23 Q. (BY MS. ALLEN) Can you at least agree with me
 24 that what she tells you is that the lawsuit is causing
 25 her to lose sales and money every month in October of

Page 77

1 2018?
 2 A. Yes, I see that her e-mail says that. She is
 3 losing money.
 4 Q. And she would really like for directors to
 5 convince the plaintiffs in the lawsuit to nonsuit,
 6 right? So she can get back to business.
 7 A. Yes, I see that in her e-mail.
 8 Q. You were not one of the board members
 9 sympathetic to the TOMA lawsuit, correct?
 10 MR. RANIS: Objection, form.
 11 THE WITNESS: Sympathetic. No, I guess I
 12 was not sympathetic to the TOMA lawsuit against the
 13 corporation.
 14 Q. (BY MS. ALLEN) She said, I know there are three
 15 board members that are sympathetic to the TOMA lawsuit.
 16 You were not one of them, correct?
 17 A. I don't think so.
 18 Q. Why not?
 19 A. Why wasn't I sympathetic to the TOMA lawsuit?
 20 Q. Right.
 21 A. Because they were suing the corporation. We
 22 had legal counsel that it was not in the financial
 23 interest of the corporation. We were defending the
 24 corporation's transaction.
 25 Q. Did you vote to defend the TOMA lawsuit because

Page 78

1 you considered it -- that you considered that if the
 2 TOMA plaintiffs won, it would be a financial problem for
 3 the company?
 4 MR. RANIS: Objection, form.
 5 THE WITNESS: Did I -- repeat that again.
 6 Did I --
 7 Q. (BY MS. ALLEN) Sure. You said you were not
 8 sympathetic to the TOMA lawsuit. Did I hear you right?
 9 A. I was not sympathetic. I mean, explain to me
 10 what you mean by sympathetic. Did I agree with the TOMA
 11 lawsuit against the corporation? No, I did not.
 12 Q. Did you believe that it would be financially
 13 disadvantageous to the company if the plaintiffs won the
 14 TOMA lawsuit?
 15 A. Our position for the corporation was to defend
 16 against the lawsuit because we had been advised by legal
 17 counsel that it was -- a reversal of the land sale was
 18 not an easy or a -- there probably wasn't going to be a
 19 positive outcome; that we would spend a lot of money
 20 defending or trying to reverse the sale, basically. It
 21 was in the interest of the corporation to defend against
 22 the TOMA lawsuit.
 23 Q. How much money did you understand the
 24 Water Supply Company would likely spend in an effort to
 25 get its property back?

Page 79

1 MR. RANIS: Objection, form.
 2 THE WITNESS: I don't recall that there
 3 was any discussion of a particular dollar amount that we
 4 would spend, but the TOMA lawsuit went to the judge in
 5 Burnet County, and in July of 2018, the ruling was that
 6 the land sale was not to be reversed. And if that had
 7 ended at that point, obviously it would have been a lot
 8 less expensive.
 9 MS. ALLEN: I'll object to everything
 10 after the first probably four words as nonresponsive.
 11 Q. (BY MS. ALLEN) Do you have an understanding
 12 about why the judge did not reverse the transaction?
 13 MR. RANIS: Objection to form.
 14 THE WITNESS: Do I have an understanding?
 15 I don't know what you mean by that. I mean, the judge
 16 had a ruling and I read the ruling and it just said that
 17 there was to be no other remedy.
 18 Q. (BY MS. ALLEN) The Water Supply Company, in
 19 January of 2019 -- you were on the board in January of
 20 2019, right?
 21 A. Yes, I think.
 22 Q. The Water Supply Company, in January of 2019,
 23 was prepared if it were necessary to seek to get its
 24 property back, correct?
 25 MR. DE LA FUENTE: Object to form.

Page 80

1 MR. RANIS: Same objection.
 2 THE WITNESS: I'm trying to recall in
 3 January of 2019. I think there was an effort by the
 4 legal committee and the board to seek to resolve the
 5 issue and that was -- I don't know that it was a "we
 6 were going to get this property back." That's not my
 7 recollection that it was to attempt to get the property
 8 back but --
 9 Q. (BY MS. ALLEN) The board had an analysis by,
 10 among other people, its legal counsel that culminated in
 11 a demand letter that was written in January of 2019,
 12 correct?
 13 A. Yes.
 14 Q. The board authorized and directed the sending
 15 of that demand letter, correct?
 16 A. Correct.
 17 Q. Was it your view at the time that the
 18 statements that were made in the demand letter were true
 19 or false?
 20 MR. DE LA FUENTE: Object, form.
 21 MS. O'BRIEN: Objection, form.
 22 MR. RANIS: Same objection.
 23 THE WITNESS: I don't recall exactly what
 24 those items were in there at this very moment but --
 25 yeah, I'd have to go back and read over but --

Page 81

1 Q. (BY MS. ALLEN) Did you vote to authorize the
 2 sending of a demand letter that you knew or believed
 3 contained statements that were false?
 4 MR. RANIS: Objection, form.
 5 MS. O'BRIEN: Form.
 6 MR. DE LA FUENTE: Object, form.
 7 THE WITNESS: I think at the time when the
 8 demand letter was prepared that we were told that this
 9 was the best way to move forward so I believed that what
 10 was contained in there was true.
 11 MR. RANIS: Kathy?
 12 MS. ALLEN: Yes.
 13 MR. RANIS: We're 20 minutes over where we
 14 said we were going to end, and I've got an appointment
 15 at 11:30. Is this going to wrap up in the next ten
 16 minutes?
 17 MS. ALLEN: Yep, it is.
 18 MS. O'BRIEN? Well, and I was about to say
 19 the same, and I know Ms. Taylor has somewhere to go
 20 so...
 21 MS. ALLEN: I was -- there's only so much
 22 I can pay attention to so I apologize for that. I have
 23 just -- if I could ask her to identify one other
 24 document for me and ask maybe three questions about it,
 25 then I'll give it up.

Page 82

1 MS. O'BRIEN: Okay.

2 MS. ALLEN: And if I don't think that she

3 was fair with me, I'll take it up later. Let me see if

4 I can share my screen one more time with you.

5 (Exhibit No. 136 marked)

6 Q. (BY MS. ALLEN) I'm showing you a document that

7 is entitled "Change in Terms Agreement." So when you

8 see it, let me know. Ms. Taylor, I may interrupt you

9 just for a moment because there was a question I needed

10 to ask and I got distracted.

11 A. Okay.

12 Q. After the time of the demand letter, did you

13 ever learn that any of the statements that were

14 contained in the demand letter were not true?

15 A. Not that I recall.

16 Q. Okay. Do you see the Change in Terms Agreement

17 yet?

18 A. Yes.

19 Q. This was a restructure of the debt that was

20 approved by the board that you were on in 2016, right?

21 A. I believe so, yes.

22 Q. And I just want to -- and so this was -- is

23 this something that you approved?

24 A. Yes, I think this was the -- this was one of

25 the refinances, yes.

Page 83

1 Q. Okay. You also had approved the original

2 indebtedness that was incurred in April of 2014, right?

3 A. I believe so, if I was on the board at that

4 point in time.

5 Q. You don't recall one way or the other whether

6 you signed a whole bunch of loan documents in April of

7 2014, so that the wastewater treatment plant could get

8 paid for?

9 A. Yes, I -- I did sign some form, yeah.

10 Q. Okay. And just so that I'm clear, this is an

11 agreement that was made May 4 of 2016, right?

12 A. Yes.

13 Q. Okay. And it modified the terms of the

14 April 2014 debt; is that right?

15 A. Yes, I believe so.

16 Q. One of the things that it did was to have an

17 interest rate of 4.750 percent, right?

18 A. Uh-huh. Yes.

19 Q. One of the things that it did was to make the

20 loan a five-year loan, correct?

21 A. Correct.

22 Q. Instead of a ten-year loan?

23 A. Correct.

24 Q. One of the things that it did was it provided

25 for a \$171,000-plus balloon payment in 2021, right, May

Page 84

1 of 2021?

2 A. Yes.

3 Q. The other thing that the board did in May of

4 2016 was to incur additional indebtedness in the form of

5 a hundred thousand dollar letter of credit, correct?

6 A. I believe that letter of credit had been with

7 the bank for years and was just a renewal, but that's my

8 recollection, but I -- I could be wrong.

9 Q. Okay. You would defer to the loan documents to

10 tell us whether that hundred thousand dollar letter of

11 credit was new or something that was renewed, right?

12 A. That it would be part of the loan documents? I

13 don't know that that's the case.

14 Q. No, ma'am. No, ma'am. I think I misspoke.

15 A. Okay.

16 Q. Isn't it accurate that you would rely on the

17 loan documents themselves to tell us whether the hundred

18 thousand dollar letter of credit that was done in 2016

19 was new or was a renewal, right?

20 A. If you're saying that that hundred thousand

21 dollar credit, line of credit would have been itemized

22 on the loan document, I'm not aware that that's correct.

23 I'm not understanding you.

24 Q. If I come up with loan documents that reflect

25 that there was a brand-new line of credit established in

Page 85

1 2016 for a hundred thousand dollars that bears the

2 signature of directors of the Water Supply Company,

3 would you argue with those?

4 A. No.

5 Q. Okay.

6 A. I just -- I don't recall, is what I'm saying.

7 Q. What is the Water Supply Company's plan to pay

8 off the \$171,523.39 in May?

9 A. In May of 2021?

10 Q. Right. The due date, right there.

11 A. This loan has already been renegotiated.

12 Q. So it has renewed the loan?

13 A. It was -- there was a new loan that was done.

14 Q. So it was refinanced? I'm just trying to

15 understand what -- what happened.

16 A. Yes. It was refinanced.

17 Q. When was it refinanced?

18 A. A few months ago, I believe. I don't recall

19 the exact timeline.

20 Q. Are there loan documents that describe the

21 refinancing?

22 A. Yes.

23 Q. Did you approve them?

24 A. Yes.

25 Q. Did you ever undertake to determine whether or

Page 86

1 not the Change in Terms Agreement coupled with the
 2 hundred thousand dollar letter of credit in 2016
 3 resulted in any savings to the company?
 4 A. Say that again? I'm not -- I'm not following
 5 what your question is.
 6 MS. O'BRIEN: And can this be the last
 7 question?
 8 MS. ALLEN: Yeah, it is. It is.
 9 MS. O'BRIEN: Okay.
 10 Q. (BY MS. ALLEN) Did you -- Ms. Taylor, did you
 11 ever try to figure out whether the restructuring that
 12 was done in 2016 coupled with the hundred thousand
 13 dollar letter of credit resulted in any savings or
 14 benefit to the company?
 15 MS. O'BRIEN: Objection, form.
 16 THE WITNESS: It was my understanding that
 17 this loan in 2016 was a savings for the company.
 18 Q. (BY MS. ALLEN) Has anybody ever put pencil to
 19 paper to try to figure out whether that is accurate, and
 20 if so, in what amount?
 21 A. I specifically have not taken pen to paper. If
 22 someone has, I'm sure that there have been times when I
 23 heard different amounts, but I don't recall exactly what
 24 those were.
 25 Q. Can you recall seeing any analysis of the type

Page 87

1 I described?
 2 MS. O'BRIEN: Kathy, you're just
 3 continuing to ask more and more questions. We're way
 4 over the two hours.
 5 MS. ALLEN: Yeah, I know.
 6 MS. O'BRIEN: So can we be done with this
 7 now? Ms. Taylor has an appointment she needs to go to.
 8 MS. ALLEN: Yep. Thank you, Ms. Taylor.
 9 Hopefully, we won't be revisiting this, but I appreciate
 10 your time this morning.
 11 THE WITNESS: Thank you.
 12 THE COURT REPORTER: Anybody else?
 13 MR. RANIS: No.
 14 MR. DE LA FUENTE: No.
 15 MS. O'BRIEN: I'll reserve my questions.
 16 MS. ALLEN: Two o'clock, Shelby? Two
 17 o'clock; is that right?
 18 MS. O'BRIEN: Yes, for Mike Madden.
 19 MS. ALLEN: Okay.
 20 THE COURT REPORTER: We're off the record
 21 at 11:29.
 22 (Off the record at 11:29)
 23 * * * * *
 24
 25

Page 88

DOROTHY TAYLOR FEBRUARY 22, 2021

CHANGES AND SIGNATURE

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

Page 89

DOROTHY TAYLOR FEBRUARY 22, 2021

1 I, DOROTHY TAYLOR, have read the foregoing
 2 deposition and hereby affix my signature that same is
 3 true and correct, except as noted above.
 4
 5 _____
 6 DOROTHY TAYLOR
 7
 8 THE STATE OF _____)
 9 COUNTY OF _____)
 10
 11 Before me, _____, on this day
 12 personally appeared DOROTHY TAYLOR, known to me or
 13 proved to me on the oath of _____ or through
 14 _____ (description of identity card
 15 or other document) to be the person whose name is
 16 subscribed to the foregoing instrument and acknowledged
 17 to me that he/she executed the same for the purpose and
 18 consideration therein expressed.
 19 Given under my hand and seal of office on this ____
 20 day of _____, _____.
 21
 22 _____
 23 NOTARY PUBLIC IN AND FOR
 24 THE STATE OF _____
 25 My Commission Expires: _____

Page 90

DOROTHY TAYLOR FEBRUARY 22, 2021

1 CAUSE NO. 48292

2 RENE FFRENCH, JOHN RICHARD) IN THE DISTRICT COURT

 DIAL and STUART BRUCE)

3 SORGEN, each on his own)

 behalf and as a)

4 representative of WINDERMERE)

 OAKS WATER SUPPLY)

5 CORPORATION,)

 Plaintiffs,)

6)

 vs.) BURNET COUNTY, TEXAS

7)

 FRIENDSHIP HOMES & HANGARS,)

8 LLC, WINDERMERE OAKS WATER)

 SUPPLY CORPORATION and its)

9 Directors WILLIAM EARNEST,)

 THOMAS MICHAEL MADDEN, DANA)

10 MARTIN, ROBERT MEBANE and)

 PATRICK MULLIGAN,)

11 Defendants.) 33RD JUDICIAL DISTRICT

12 REPORTER'S CERTIFICATE

13 VIDEO CONFERENCE DEPOSITION OF DOROTHY TAYLOR

14 FEBRUARY 22, 2021

15 (REPORTED REMOTELY)

16 I, LaDonna R. Ayers, Certified Shorthand Reporter in

17 and for the State of Texas, hereby certify to the

18 following:

19 That the witness, DOROTHY TAYLOR, was duly sworn and

20 that the transcript of the deposition is a true record

21 of the testimony given by the witness;

22 That the deposition transcript was duly submitted on

23 _____ to the witness or to the attorney for

24 the witness for examination, signature, and return to me

25 by _____.

Page 92

DOROTHY TAYLOR FEBRUARY 22, 2021

1 FURTHER CERTIFICATION UNDER TRCP RULE 203

2

3 The original deposition was/was not returned to the

4 deposition officer on _____.

5 If returned, the attached Changes and Signature

6 page(s) contain(s) any changes and the reasons therefor.

7 If returned, the original deposition was delivered

8 to Ms. Kathryn E. Allen, Custodial Attorney.

9 \$_____ is the deposition officer's charges to the

10 Plaintiffs/Intervenors for preparing the original

11 deposition and any copies of exhibits;

12 The deposition was delivered in accordance with Rule

13 203.3, and a copy of this certificate, served on all

14 parties shown herein, was filed with the Clerk.

15 Certified to by me on this _____ day of

16 _____, _____.

17

18

19

20 _____

21 LaDonna R. Ayers, CSR

22 Texas CSR 3941

23 Expiration: 04/30/2021

24 KIM TINDALL & ASSOCIATES, LLC

25 Firm Registration No. 631

 16414 San Pedro, Suite 900

 San Antonio, Texas 78232

 (210) 697-3400

Page 91

DOROTHY TAYLOR FEBRUARY 22, 2021

1 That pursuant to information given to the deposition

2 officer at the time said testimony was taken, the

3 following includes all parties of record and the amount

4 of time used by each party at the time of the

5 deposition:

6 Ms. Kathryn E. Allen (2 hr. 14 min.)

 Attorney for Plaintiffs/Intervenors

7 Ms. Shelby O'Brien

 Attorney for Defendant, William T. Earnest

8 Mr. Ethan J. Ranis

 Attorney for Defendant, Friendship Homes &

9 Hangars, LLC

 Mr. Joe De La Fuente

10 Attorney for Defendant, Windermere Oaks Water

 Supply Corporation

11 I further certify that I am neither counsel for,

12 related to, nor employed by any of the parties in the

13 action in which this proceeding was taken, and further

14 that I am not financially or otherwise interested in the

15 outcome of this action.

16 Further certification requirements pursuant to

17 Rule 203 of the Texas Code of Civil Procedure will be

18 complied with after they have occurred.

19 Certified to by me on this _____ day of

20 _____, _____.

21 _____

22 LaDonna R. Ayers, CSR

23 Texas CSR 3941

24 Expiration: 04/30/2021

25 KIM TINDALL & ASSOCIATES, LLC

 Firm Registration No. 631

 16414 San Pedro, Suite 900

 San Antonio, Texas 78232

 (210) 697-3400

Page 91

DOROTHY TAYLOR FEBRUARY 22, 2021

1 That pursuant to information given to the deposition

2 officer at the time said testimony was taken, the

3 following includes all parties of record and the amount

4 of time used by each party at the time of the

5 deposition:

6 Ms. Kathryn E. Allen (2 hr. 14 min.)

 Attorney for Plaintiffs/Intervenors

7 Ms. Shelby O'Brien

 Attorney for Defendant, William T. Earnest

8 Mr. Ethan J. Ranis

 Attorney for Defendant, Friendship Homes &

9 Hangars, LLC

 Mr. Joe De La Fuente

10 Attorney for Defendant, Windermere Oaks Water

 Supply Corporation

11 I further certify that I am neither counsel for,

12 related to, nor employed by any of the parties in the

13 action in which this proceeding was taken, and further

14 that I am not financially or otherwise interested in the

15 outcome of this action.

16 Further certification requirements pursuant to

17 Rule 203 of the Texas Code of Civil Procedure will be

18 complied with after they have occurred.

19 Certified to by me on this _____ day of

20 _____, _____.

21 _____

22 LaDonna R. Ayers, CSR

23 Texas CSR 3941

24 Expiration: 04/30/2021

25 KIM TINDALL & ASSOCIATES, LLC

 Firm Registration No. 631

 16414 San Pedro, Suite 900

 San Antonio, Texas 78232

 (210) 697-3400