

1 IN THE CLARK CIRCUIT COURT NO. 2

STATE OF INDIANA

2 CAUSE NO. 10C02-1208-PL-88

3  
4 STATE OF INDIANA, )

5 )  
Plaintiff, )

6 )  
-vs- )

7 )  
KEVIN ZIPPERLE, )

8 MARY LOU TRAUTWEIN-LAMKIN, )

SHARON CHANDLER, and )

9 FRANK PRELL, )

10 )  
Defendants. )

11  
12 The deposition upon oral examination of  
13 MARY LOU TRAUTWEIN-LAMKIM, a witness produced and sworn  
14 before me, Angela Thompson Stidham, a Notary Public in and  
15 for the County of Scott, State of Indiana, taken on behalf  
16 of the Plaintiff at the offices of the Culotta and  
17 Culotta, 815 East Market Street, New Albany, Floyd County,  
18 Indiana, on the 18th day of November, 2013, pursuant to  
19 the Indiana Rules of Trial Procedure.

20  
21 \_\_\_\_\_  
22 Angela Thompson Stidham, CCR  
Court Reporting and Video Services  
23 2147 South Getty Road  
Lexington, Indiana 47138  
24 (812) 528-4849  
25



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\*           \*           \*

1                   MARY LOU TRAUTWEIN-LAMKIN, having been  
2 first duly sworn to tell the truth, the whole truth and  
3 nothing but the truth relating to said matter, was  
4 examined and testified as follows:

5  
6 FURTHER DIRECT EXAMINATION,  
7 QUESTIONS BY PAUL SCHILLING:

8                   Q.    Good afternoon, Mary Lou.  I am Paul  
9 Schilling with the Attorney General's office.  I will be  
10 facilitating this deposition with my co-counsel, Jennie  
11 Beller, who may have some questions for you.  But for the  
12 most part, I'll be the one who will be asking you  
13 questions.

14                   I will go through a whole list of  
15 instructions.  You told us you're a retired court  
16 reporter, so certainly you have sat in on a deposition  
17 before.

18                   A.    I have.

19                   Q.    How many times have you actually been the  
20 person being deposed, as a deponent?

21                   A.    Once.

22                   Q.    Once?

23                   A.    Actual deposition.

24                   Q.    Okay.  And what was that case about?

25                   A.    I was in an automobile accident.

1 Q. Okay. And was that resolved?

2 A. Yes.

3 Q. And approximately when was this?

4 A. Back in the late '60s, I believe.

5 Q. Okay. So it has been quite a long time  
6 ago. It has been resolved and had nothing to do with The  
7 Harbors, or anything like that?

8 A. Oh, no.

9 Q. Okay. Very good. Okay.

10 I will go through the instructions. And  
11 you mentioned that you graduated from law school. Are you  
12 a practicing attorney?

13 A. No.

14 Q. Okay. And do you maintain a law license,  
15 or do you pay bar fees in any state, or anything like  
16 that?

17 A. I am old enough that I don't do any of  
18 those things anymore.

19 Q. Okay. So your law license is inactive, or  
20 you never practiced?

21 A. I never practiced.

22 Q. Okay. Getting to our instructions. The  
23 deposition is informal, but as you know, you are under  
24 oath. Your testimony has the same effect as testifying in  
25 court.

1           The court reporter that's seated on your  
2 left is going to take down all of my questions, your  
3 answers, and any conversations between your attorney and  
4 I. The court reporter will prepare a transcript of what's  
5 being said today, and a copy of the transcript will be  
6 available to you and to Mr. Culotta.

7           You must answer all of my questions  
8 verbally with a yes or a no. Unfortunately, as you are  
9 aware, the court reporter can't record an uh-huh, can't  
10 record a nod, or movement of your head. They can't take  
11 down hand gestures, shrugs, or anything like that. So  
12 answer yes or no. Answer verbally.

13           As much as we try to make it easier on the  
14 court reporter, they can only take down what one person at  
15 a time is saying. Therefore, wait until I finish asking  
16 the question to answer, and I, in turn, will try to  
17 provide the same favor to you. I'll wait until you have  
18 completed your answer before I ask the next follow-up  
19 question.

20           If you don't understand a question that I  
21 ask, and I tend to speak very fast, please ask me to  
22 repeat the question, and I'll do my best to make sure that  
23 you understand my question.

24           If your attorney objects to the question I  
25 asked, don't answer until your attorney has fully stated

1 the objection, and until he and I have had a chance to  
2 discuss the objection.

3 A. Okay.

4 Q. I will then ask you to answer the question  
5 as I asked it, or I'll go ahead and rephrase the question  
6 to accommodate your attorney's objection.

7 Don't guess at any answer. If you don't  
8 recall specifically information I'm requesting, state that  
9 you do not recall, or provide a reasonable estimate, if  
10 you can get those documents or something that would be  
11 able to help you answer. Okay?

12 If during the deposition you recall  
13 information that you didn't provide previously when you  
14 answered a question, or you recognize you haven't given a  
15 full or accurate answer, please say so, that way we can be  
16 sure we have an accurate record, and we can go back and  
17 add that information in.

18 I anticipate this probably will last about  
19 two to three hours or so. You have the opportunity to  
20 take a break, but if you need one, speak up, and we'll  
21 accommodate that break. Okay?

22 A. Okay.

23 Q. Do you have any questions regarding a  
24 procedure of a deposition?

25 A. No, sir.

1 Q. Okay. Then I'll get right into it. We'll  
2 go into your background a little bit.

3 Is there anything that would prevent you  
4 from answering honestly today, or have you taken any  
5 medication or anything?

6 A. I take some medication for my cancer, but  
7 that would have nothing to do with this.

8 Q. Does it impair you mentally, or impair you  
9 from providing an accurate answer today?

10 A. No, sir.

11 Q. Okay. And did you review any documents in  
12 preparation for your testimony here today?

13 A. I read your Complaint.

14 Q. Okay. Did you view any other documents to  
15 prepare?

16 A. No, sir.

17 Q. Okay. And other than your attorney, have  
18 you spoken to anyone else concerning any aspects of this  
19 case?

20 A. I don't quite know what you mean.

21 Q. Sure. You have spoken with your attorney,  
22 hopefully, about the case. Have you spoken to anybody  
23 else, or have you had a conversation with anybody else  
24 regarding aspects of the case?

25 A. People who ask me. Yes, sir.



1 Q. People like who?

2 A. The attorneys that I used to work for who  
3 think this is terrible. Some of the people at the  
4 hospital that I volunteer, who know -- who saw all the  
5 splash on television. Those sorts of people.

6 Q. Are there particular parts of this case  
7 that you have spoken to them about?

8 A. No. Just in general overall.

9 Q. Just in general. Okay. And did you  
10 provide them with facts, or did you just talk generally to  
11 them about it?

12 A. I would say general conversation.

13 Q. Okay. I know I should never ask a woman  
14 this, but I am going to ask you your date of birth?

15 A. May the 8th of 1937.

16 Q. And where were you born?

17 A. Louisville, Kentucky.

18 Q. Okay. Where do you presently live?

19 A. At The Harbours in Jeffersonville.

20 Q. Okay. What unit do you presently live in?

21 A. 1104.

22 Q. Okay.

23 A. Well, it's 1104 now, because it's been  
24 combined.

25 Q. Okay. And how long have you been in 1104?

1           A.    Since August of 2012.

2           Q.    And did you reside at a different Harbours  
3 unit before that?

4           A.    Yes, sir.

5           Q.    Which one?

6           A.    603, 604.

7           Q.    And how long were you in 603 and 604?

8           A.    From 2001 until I moved.

9           Q.    And was that the first unit at The Harbours  
10 that you lived in, 603, 604?

11          A.    Actually lived in. Well, 603, 604 and 605  
12 were all combined, but 605 came along after I had lived in  
13 603 and 604 for a while.

14          Q.    And were you the purchaser of 603 and 604?

15          A.    Of all of them.

16          Q.    Okay. And were they combined when you  
17 purchased them, or did you buy them individually as units  
18 603, 604 and then 605?

19          A.    We bought 603 and 604. They were actually  
20 two separate units, but we bought them together from the  
21 developer.

22          Q.    And when was that?

23          A.    2001.

24          Q.    And when you say we, that was you and your  
25 husband?

1 A. Yes.

2 Q. And then you lived in 603 and 604 until?

3 A. And 605.

4 Q. And 605.

5 A. 605 was purchased because my husband was  
6 ill, and we needed someone to help us, and it was  
7 purchased for his children to come, and eventually his  
8 sister came and lived there.

9 Q. And when did you and your husband purchase  
10 605, just so I'm accurate in the time frame here?

11 A. I'm going to say 2005, but it might have  
12 been '06.

13 Q. So sometime around 2005 or so?

14 A. Uh-huh. It was after he became very ill.

15 Q. And then you testified you moved into 1104,  
16 which is now combined, in 2012?

17 A. Yes.

18 Q. Currently, what unit at The Harbours do you  
19 own or have an ownership interest in?

20 A. 605 and 1104.

21 Q. So you have sold the combination of 603 and  
22 604?

23 A. Yes, I have.

24 Q. And when did you do that?

25 A. Immediately after the closing of 1104. I

1 put it on the market, and I think it sold, surprisingly,  
2 within about a month.

3 Q. Okay. And that was in approximately August  
4 of 2012 or so?

5 A. Yes. I think the closing was in September.

6 Q. Okay. Do you currently rent out any of the  
7 units that you own?

8 A. Yes.

9 Q. And which one or ones?

10 A. 605.

11 Q. Okay. Do you rent that to a family member,  
12 or just a third-party renter?

13 A. No. She was a lady I knew.

14 Q. Okay. And which unit do you currently  
15 claim a homestead exemption on your taxes?

16 A. 1104.

17 Q. Mary Lou, do you have any children?

18 A. No, I do not.

19 Q. And you're currently widowed; correct?

20 A. Correct.

21 Q. All right. If I may ask, when did your  
22 husband pass?

23 A. May the 15th of 2009.

24 Q. All right. How long have you known Kevin  
25 Zipperle?

1 A. Either late 2003, or early 2004.

2 Q. And how did you guys meet?

3 A. His wife -- he and his wife, and my husband  
4 and I, went to a gathering that Sheila Rudder had put  
5 together that purportedly, we found out later, was to  
6 complain about things at The Harbours.

7 Q. So the first time you met him involved  
8 complaints about The Harbours?

9 A. Uh-huh.

10 MR. CULOTTA: I am going to object -- just  
11 a second. That might be a mischaracterization of exactly  
12 what she said. I know that you are not trying to, but  
13 that's not exactly how she phrased her answer.

14 Q. You mentioned Mr. Zipperle's wife. Is that  
15 Deborah Zipperle?

16 A. Yes, it is.

17 Q. And do you consider Kevin and Deborah  
18 friends?

19 A. I consider Kevin a friend. Debbie is --  
20 well, several people think she's my daughter, because we  
21 do everything together.

22 Q. So you consider Deborah, in particular,  
23 more than a friend?

24 A. Yes.

25 Q. Well, explain that. Other people may

1 consider her as a daughter. How do you consider your  
2 relationship?

3 A. I basically consider her pretty much as my  
4 daughter.

5 Q. Okay. How long have you known Sharon  
6 Chandler?

7 A. I met her at the -- when they formed the  
8 transition committee.

9 Q. And that's -- help me out here. That is  
10 approximately 2003 or so?

11 A. I think it was 2004, I believe.

12 Q. And do you consider Miss Chandler a friend?

13 A. Yes, I do.

14 Q. How long have you known Frank Prell?

15 A. I don't really know Frank Prell. I saw him  
16 sitting in the room here, and I saw him in the office a  
17 few times, but that's it.

18 Q. And about how far back is that going? When  
19 did you first become aware of Mr. Prell, or see him?

20 A. I truthfully have no idea.

21 Q. Okay. And do you consider Mr. Prell a  
22 friend or --

23 A. He's an acquaintance, I guess you would  
24 call it.

25 Q. Okay.

1 A. If even that.

2 Q. Well, you tell me. He is an acquaintance,  
3 or you just kind of know of him, but --

4 A. It's more I know of him.

5 Q. Okay. And does your knowledge of him kind  
6 of stem from this litigation? Before this case was filed,  
7 did you know him, or were you aware of him?

8 A. I was aware when he walked in the office  
9 and would bring his maintenance fee, and I might happen to  
10 be down there for some reason. But mostly it's from this  
11 litigation.

12 Q. Okay. So you have kind of limited dealings  
13 with him. Would that be accurate?

14 A. Correct.

15 Q. I'm going get into your education  
16 background. Where did you attend college?

17 A. University of Louisville.

18 Q. And when did you graduate?

19 A. I graduated the first time with an  
20 associate in arts in 1957. I graduated the second time  
21 with a bachelor of science in education in 1959, and law  
22 school in 1965.

23 Q. Okay. And when did you attend court  
24 reporter school? Was that before or after --

25 A. I did not.

1 Q. Okay. So then how did you come about being  
2 a court reporter? And we can keep it short.

3 A. I worked for approximately 12 attorneys in  
4 an office, and they decided I should go to law school and  
5 do their writing for them; not practice in court or  
6 anything of that sort, because that was not something I  
7 wanted to do.

8 Q. Okay.

9 A. And they paid my way through until six  
10 months before I was ready to graduate, and they split in  
11 12 different ways, and none of them could take me with  
12 them. They couldn't afford it. So one of them got me a  
13 job as a court reporter with a judge who had just been  
14 elected.

15 Q. Okay.

16 A. They walked me in the courtroom and said  
17 here it is.

18 Q. Okay. And was that for like Clark County,  
19 Floyd County, or where was that?

20 A. It was in Kentucky. It was in Louisville.

21 Q. Okay. And how long did you do that?

22 A. In the courtroom?

23 Q. Or just how long were you practicing as a  
24 court reporter?

25 A. Almost 40 years.



1 Q. Okay. And when did you retire?

2 A. I had to medically retire in 2001.

3 Q. All right. Are you currently employed?

4 A. No.

5 Q. Do you currently have any sources of  
6 income?

7 A. I have Social Security. I have  
8 investments. I have a Keogh plan that I did while I was a  
9 court reporter.

10 Q. All right. I'm going to shift focus a  
11 little bit to your time in The Harbours.

12 You testified you moved into The Harbours  
13 in 2001?

14 A. Correct.

15 Q. And the transition committee came about  
16 around 2004; is that correct?

17 A. I think it was 2004.

18 Q. Okay. Were you approached by someone to  
19 become a member of the transition committee, or how did it  
20 come about that you served?

21 A. I was approached to be at first the  
22 note-taker for the committee. And after that I was told  
23 that I was to be the secretary, and that's what I was  
24 told.

25 Q. Sure. Who approached you then? You said

1 that I was approached. Do you remember?

2 A. I think it was (former Harbours Dir. of Marketing),  
3 who was pretty much in charge of The Harbours at that time.

4 Q. Okay.

5 A. She worked for (Declarant), who was  
6 the developer.

7 Q. And did (former Harbours Dir. of Marketing) know  
8 of your background as a court reporter?

9 A. Yes, she did.

10 Q. Do you think that was why they approached  
11 you?

12 A. Absolutely.

13 Q. In the years that you have been at The  
14 Harbours, how many years have you been on the board, or  
15 have you been the secretary?

16 A. I was the secretary the entire time I was  
17 on the board, except for approximately six months.

18 Q. Okay. And what years then were you on the  
19 board?

20 A. Well, I was on the transition committee  
21 starting in 2004, and up until, what, 2012, I guess it  
22 was.

23 Q. And did you have different positions from  
24 2004 to 2012?

25 A. No. I was the secretary the whole time.

1 Q. Secretary the whole time. Were you on any  
2 additional --

3 A. Well, I take that back. For six months I  
4 was the president.

5 Q. Okay. What year was that? Do you recall?

6 A. I don't know.

7 Q. Have you served on some of the different  
8 committees, like the finance committee, or legal  
9 committee, or -- I think there are several?

10 A. Yes, I have.

11 Q. Which ones have you served on, and if you  
12 can give me a ballpark of when? I know we're going back a  
13 few years.

14 A. I was on the finance committee for a while.  
15 I can't really think of any others particularly that I  
16 have been on.

17 Q. Okay. So you have been the secretary for a  
18 number of years?

19 A. Correct.

20 Q. The president for approximately six months,  
21 and at some point on the finance committee?

22 A. Yes.

23 Q. Please explain how you kept your notes in  
24 your function as a secretary for the homeowner's  
25 association.

1           A.    What do you mean how I kept them?

2           Q.    Did you have a certain procedure?  I mean,  
3 did you write them out on a legal pad?  What did you use?

4           A.    As a court reporter, I took shorthand.

5           Q.    Okay.  Written, or did you use the  
6 transcription machine?  I don't know the proper term.

7           A.    Written.

8           Q.    Okay.

9           A.    And I kept my notes, and went back and  
10 transcribed them.

11          Q.    And did you keep a word-for-word  
12 representation or transcript of the meetings?

13          A.    No, sir.

14          Q.    So then what did you -- did you paraphrase  
15 what occurred?  Explain to me what you would do.

16          A.    If a motion was made, I would write down  
17 the motion, and who voted for it.  After a certain point  
18 in time I put down who voted for it.  Earlier in the game,  
19 it was motion approved.  And then Doug Farnsley said,  
20 well, maybe we should start putting down names of people  
21 who voted for it.

22          Q.    Was there any reason in particular you  
23 started putting down who moved the motions, or who  
24 approved the motions?

25          A.    Well, I put down who moved the motion.

- 1 Q. Okay. Always?
- 2 A. Always.
- 3 Q. And then you started --
- 4 A. And who seconded it.
- 5 Q. Okay. All right. And then you started  
6 putting in that the motion was approved. Is there a  
7 particular reason you got a little more detailed?
- 8 A. Only because it was Doug Farnsley's idea  
9 that's probably the way we should do it.
- 10 Q. Okay. So Doug is the one that prompted  
11 that?
- 12 A. Uh-huh.
- 13 Q. In your knowledge, is there anything that  
14 prompted Doug to tell you? Were there any problems at a  
15 particular board meeting or anything?
- 16 A. No, sir. I was writing a lot longer  
17 minutes before that, and he suggested that we should stick  
18 more to motions and that -- anything that was an executive  
19 session did not get written down. And I knew Doug  
20 Farnsley before he got on the board. He was a client of  
21 my office, so I totally respected him.
- 22 Q. Sure. If you weren't at a board meeting,  
23 or there appeared to be some board meetings where you came  
24 in late, who would normally keep the notes?
- 25 A. Sometimes (former property manager's name removed) would.

1           Q.    Okay.  Was there a particular person that  
2 might have been the fallback, or if you weren't there  
3 then --

4           A.    At that time we did not have an assistant  
5 secretary.

6           Q.    Okay.  Is there currently one now?

7           A.    Up until a few weeks ago there was.

8           Q.    And how long was there a backup secretary?  
9 When did that get implemented?

10          A.    When Kim Davis became the secretary.

11          Q.    And do you recall about when that was?

12          A.    Well, when this new board came in, so I  
13 guess that would have been, what, 2012.

14          Q.    Okay.  So is it accurate to say for the  
15 entirety of your term as the secretary, there really  
16 wasn't anybody identified to be the backup secretary or  
17 note-taker?

18          A.    That's correct.

19          Q.    So if you weren't there, it would just kind  
20 of fall on somebody else to do that?  Maybe not the same  
21 person or --

22          A.    I think (former property manager's name removed) did  
23 it most of the time.

24          Q.    Okay.

25          A.    At one point in time I complained about not

1 being able to say anything at the meeting, and (former office  
2 assistant's name removed) came and took the minutes for a short  
3 period of time. She was a secretary in the office. And that did  
4 not work out, so we went back to the other way.

5 Q. Why didn't that work out? What happened?

6 A. I really don't know, to be honest -- to  
7 tell you the truth.

8 Q. And did you feel that you wanted a more  
9 vocal role in the board?

10 A. Well, as you know, you're busy trying to  
11 keep up with everything that's going on when you're the  
12 secretary.

13 Q. Sure.

14 A. And you don't really get to say a whole  
15 lot.

16 Q. Did you want to say more then?

17 A. I wanted to be able to say more.

18 Q. Was there a particular issue you wanted to  
19 say more about?

20 A. No, sir.

21 Q. You can't think of one?

22 A. Not really.

23 Q. You just in general wanted to have the  
24 opportunity to speak up more?

25 A. That's correct.

1 Q. Okay. Did you sign, initial, or do  
2 anything to the notes that you took to certify them?

3 A. My notes? I signed the minutes.

4 Q. Okay. You signed the minutes. So if your  
5 signature or your name block appears on minutes, is it  
6 fair to say those are an accurate representation of what  
7 occurred at that board meeting?

8 A. To the best of my ability.

9 Q. Okay. And did anybody else -- certainly,  
10 the board approved the minutes at the next meeting?

11 A. They did.

12 Q. Did you provide the notes to anyone else  
13 before the board approved them, or did any -- did the  
14 president of the board review them, or what steps were in  
15 place?

16 A. Toward the end of my term we started  
17 sending them out on e-mail to all of the board.

18 Q. Okay.

19 A. So that they could read them before the  
20 meeting. The meetings were running so long, so they  
21 decided they would prefer to have the minutes ahead of  
22 time, and we wouldn't have to...

23 Q. Okay. But you qualified that and said  
24 toward the end of your term. Do you remember about when  
25 you started doing that?



1           A.    When I could figure out how to do it,  
2    because I'm electronically challenged, I can assure you.

3           Q.    Okay.

4           A.    I would say maybe a year or  
5    year-and-a-half.

6           Q.    So would that be perhaps 2010?

7           A.    2010.

8           Q.    Okay.  You mentioned that you're  
9    electronically challenged.  Did you regularly check your  
10   e-mails, or did you have a special e-mail account?

11          A.    I do check my e-mails, yes, sir.

12          Q.    Did you continually check your e-mails in  
13   2004 or 2005, or did you struggle to do it then?

14          A.    I don't even remember having an e-mail back  
15   then.

16          Q.    Okay.  So if a board member needed to  
17   communicate with you, how did they do that?

18          A.    Telephone.

19          Q.    Telephone.  Okay.

20          A.    Or in person.

21          Q.    They didn't send you a text message?

22          A.    They couldn't even do that today.

23          Q.    Okay.  And I'm not saying that to --

24          A.    I'm too old for all that stuff.

25          Q.    I understand.  Do you recall back in April

1 or May of 2007 what position you held on the board?

2 A. No, sir, other than probably the secretary.

3 Q. Okay. And we've talked a little bit about  
4 the transition committee. I'm going to draw your  
5 attention to that a little bit.

6 First off, I am going to show you what we  
7 have marked as State's Exhibit C. And if I say it's been  
8 previously marked -- as I previously spoke to your  
9 attorney, if it's been marked, it's what the State has  
10 marked as part of our Complaint, just for clarity's  
11 purposes. So if I say Exhibit C, that is going to be  
12 Exhibit C for the State's Complaint.

13 Do you recognize State's Exhibit C?

14 A. It appears to be the notes for the first  
15 transition committee.

16 Q. Okay. And you were mentioned on there;  
17 right? You were listed as a committee member?

18 A. Yes, sir.

19 Q. Okay. And what was your position on the  
20 committee?

21 A. At that time I was to take notes.

22 Q. Okay. And right at the last page of  
23 Exhibit C, you've signed that, or you've put your -- it  
24 has a -- I don't see your actual signature, but it does  
25 have you as the undersigned on those notes; correct?

- 1           A.    Yes, sir.
- 2           Q.    Would it be accurate to say that is when  
3 you began taking the notes as the secretary?
- 4           A.    Yes, sir.
- 5           Q.    And you previously testified that you kept  
6 accurate notes to the best of your ability?
- 7           A.    Yes, sir.
- 8           Q.    So if we see your name as the undersigned,  
9 we can rely on those for accuracy; is that correct?
- 10          A.    They were done to the best of my ability.
- 11          Q.    Okay.  And do you recall any particular  
12 board meeting where they weren't, or anything like that?
- 13          A.    No, sir.
- 14          Q.    Okay.  I'm going to show you what's been  
15 previously marked as State's Exhibit E.  In particular, I  
16 just want you to take a look at the parts highlighted  
17 regarding Internet cable, and then a later town meeting.  
18 You'll see that those are highlighted on Exhibit E.  Do  
19 you recognize Exhibit E?
- 20          A.    Yes, sir.
- 21          Q.    And how do you recognize those?
- 22          A.    My signature is on the back.
- 23          Q.    Okay.  And what is the date for Exhibit E?
- 24          A.    July 19, 2006.
- 25          Q.    Okay.  And you can go ahead and look at the

1 ones I have highlighted. Is it accurate to say there is  
2 going to be a vote regarding the cable at a future  
3 meeting?

4 A. Yes, sir.

5 Q. And is it also accurate to say there is  
6 going to be a vote on community areas at a future meeting?

7 A. It says the date will be set for a town  
8 meeting.

9 Q. Okay. But it hadn't been discussed, or was  
10 going to be discussed in the future. Would that be  
11 accurate?

12 MR. CULOTTA: I am going to object to the  
13 extent that the document speaks for itself, and it says  
14 what it says.

15 Q. Okay. Do you recall when there was a vote  
16 on that common area?

17 A. A vote?

18 Q. Do you recall when the proposal for the  
19 common area was going before the board?

20 A. I know there was talk of it a couple of  
21 times.

22 Q. Okay. Would it help refresh your memory if  
23 I showed you an exhibit?

24 A. I don't know.

25 Q. I will have you take a look at what's been

1 marked as State's Exhibit F. In particular, I'd like you  
2 to take a look at your notes regarding the community space  
3 cautions, and that is going to be on the second page of  
4 Exhibit F.

5 A. I see where it says that.

6 Q. Okay. And, I'm sorry, Mary Lou, I am going  
7 to have you step back.

8 What is the date on Exhibit F?

9 A. August 16, 2006.

10 Q. And what happened in response to the  
11 community area in that August board meeting, according to  
12 your minutes?

13 A. This item was tabled due to the length of  
14 the meeting.

15 Q. So there was no discussion regarding the  
16 community area in August 2006; correct?

17 A. From what that says, I would say no.

18 Q. Do you recall if anything was sent out to  
19 the board, or by the board, regarding satellite cable  
20 around this time, or after this time?

21 A. There was quite a lot of discussion, I  
22 think, about satellite cable.

23 Q. Okay. And I understand it has been a  
24 number of years at this point.

25 Do you recall anything sent out or any

1 fliers being sent out regarding cable and the community  
2 options?

3 A. I think there was information sent out  
4 about cable, yes, sir.

5 Q. Okay. I'll show you what's previously been  
6 marked as State's Exhibit G, as in golf. Do you recognize  
7 that flier?

8 A. I don't particularly recall it, but I think  
9 it was -- I mean, I would assume that it was sent out.

10 Q. And do you happen to recall the  
11 September 2006 meeting? Again, I realize it has been a  
12 number of years.

13 A. No, sir, not any particular thing.

14 Q. Do you recall there being a vote on the  
15 cable in accordance with just the flier?

16 A. I know we took a vote, yes, sir.

17 Q. Do you recall what the resolution was?

18 A. Unfortunately, it passed.

19 Q. Okay. So you do recall then,  
20 unfortunately, it passed?

21 A. I do.

22 Q. At this particular meeting the statement  
23 alleged there was a cookie break. Does that refresh your  
24 memory at all? There was a vote on the cable, and then  
25 time for a cookie break?

1           A.    I don't know about any cookie break.

2           Q.    Okay. All right. Do you recall a proposal  
3 being made regarding the community areas?

4           A.    The thing that was on the back there, I saw  
5 at the meeting.

6           Q.    Okay. And that leads into my next  
7 question. So you do recognize Exhibit H?

8           A.    I remember it being at the meeting.

9           Q.    Okay. Do you know who prepared Exhibit H?

10          A.    I can say that I did not, so...

11          Q.    And do you know who presented this to the  
12 board? Did somebody stand up and give these, or were  
13 these just handed out? Do you recall?

14          A.    I think Mr. Zipperle spoke about the four  
15 options.

16          Q.    Okay. And do you know if Mr. Zipperle  
17 prepared it, or who did? Does that refresh your  
18 recollection at all?

19          A.    As president, he probably did.

20          Q.    And Mr. Zipperle was the president at the  
21 time then, back in 2007?

22          A.    I believe he was.

23          Q.    As I understand it, cable was a pretty hot  
24 topic?

25          A.    Oh, yes, sir.

1 Q. And you said unfortunately it passed. So  
2 is it still a hot topic then, or --

3 A. I voted for it because I felt it was for  
4 the betterment of the community. I did not want it. I  
5 still don't won't it, but -- and I don't have everything  
6 I'm supposed to have, but...

7 Q. And there was a cost associated with this  
8 cable; is that correct?

9 A. Oh, is there.

10 Q. Is it fairly expensive? Do you recall the  
11 numbers or anything?

12 A. For me, it's about \$100 a month.

13 Q. Okay. And I'll show you what's been  
14 previously marked as State's Exhibit I, which is a latter  
15 page associated with the State's Exhibit H, that  
16 essentially being the ballot for the proposal in State's  
17 Exhibit H.

18 A. Yes, sir.

19 Q. Do you recall seeing State's Exhibit I?

20 A. I don't recall necessarily, but...

21 Q. State's Exhibit I is for a vote on an  
22 issue?

23 A. Right.

24 Q. What is that?

25 A. The cable Internet package.



1 Q. Okay. And this was -- it cost about \$100 a  
2 month for homeowners?

3 A. No. For me.

4 Q. For you. Okay.

5 A. It's done per square foot.

6 Q. Okay. Was there a ballot taken for the  
7 community property option here?

8 A. No, sir.

9 Q. So the cable, as you recall, there was a  
10 ballot and a vote. And you remember because you voted for  
11 the cable?

12 A. I did.

13 Q. Okay. Do you remember what you considered,  
14 what you voted for for the community property option?

15 A. I don't believe we actually had a paper  
16 vote for the community.

17 Q. Okay. Mary Lou, I'm going to ask you to  
18 take a look at what would be Page 2 of Exhibit H. In the  
19 column to your far left, it kind of gives the cost  
20 associated with each of those options. Can you run down  
21 and tell me what option one, two, three, and four cost, or  
22 were proposed to cost?

23 A. Okay. Option one, rent space was needed,  
24 0. Option two, renovate existing common areas,  
25 self-funded capital accounts, \$50,000. Purchase and

1 renovate townhouse 616, \$200,000. And purchase and  
2 renovate condominium 312, \$400,000.

3 Q. Okay. Would it be fair to say that options  
4 two, three, and four were a substantial cost to the  
5 homeowner's association?

6 A. Yes, sir.

7 Q. But there was no ballot on what vote to  
8 cast on those, as you recall?

9 A. I believe there was kind of what I would  
10 call a straw vote, and people were asked to hold up their  
11 hands.

12 Q. Okay. If there was a straw vote, would  
13 that have appeared in your minutes?

14 A. No, sir.

15 Q. Okay. Exhibit G, the flier, is dated for  
16 the meeting of September 12th, 2006; is that correct?

17 A. Yes, sir.

18 Q. There was an association meeting on  
19 September 20th. I would like you to take a look at what's  
20 been previously marked as State's Exhibit J, Mary Lou.

21 Do you recognize State's Exhibit J? Does  
22 your signature appear on that?

23 A. My signature is on the back, yes, sir.

24 Q. Okay. What's the date that those minutes  
25 were prepared for?

1           A.    September 20th, 2006.

2           Q.    Okay.  And on your notes, do you make any  
3 listing -- or do you have any entries regarding the  
4 community property options?

5           A.    Apparently, we did take a little something.  
6 It says four options have been presented at the town  
7 meeting.  Only two received any support, those being  
8 continuing to rent space elsewhere, or renovate some  
9 existing space.  This was tabled until further study could  
10 be done.

11          Q.    Do you recall if there was any further  
12 study done, or what was the resolution?  Well, first I'll  
13 ask, do you recall if there was any further study done?

14          A.    I do not.

15          Q.    Okay.  Ultimately, what did the homeowner's  
16 association decide to do for community property?

17          A.    Nothing.

18          Q.    Nothing?

19          A.    (Negative nod).

20          Q.    Option four was regarding Mr. Zipperle's  
21 purchase of condo number 312; is that correct?

22          A.    I think that was number four.

23          Q.    Okay.  And then I'll let you take a look at  
24 that.

25          A.    Yes.

1 Q. Do you know who ultimately purchased  
2 condominium number 312?

3 A. Mr. Zipperle and his wife.

4 Q. Okay. And this was while he was president  
5 of the HOA?

6 A. I believe so.

7 Q. And do you recall who owned 311 at that  
8 point in time?

9 A. I don't know who owned 311.

10 Q. Okay. All right. And to your knowledge,  
11 were any parking spaces included in the transaction for  
12 condominium 312?

13 A. I have heard you all talk about all the  
14 parking spaces, but at that time I didn't know what went  
15 on with the purchase. That was -- to me, that was a  
16 purchase between three people.

17 Q. So this wasn't presented to you as the  
18 secretary of the board, or as a member of the board?

19 A. This paper was -- floated around.

20 Q. But the details of the purchase of 312,  
21 were those --

22 A. No, sir.

23 Q. And to your knowledge, was that presented  
24 to any other member of the homeowner's association?

25 MR. CULOTTA: Objection. Calls for

1 speculation.

2 A. I don't know.

3 Q. Okay. If the homeowner's association were  
4 to purchase parking spots, would the homeowner's  
5 association incur a cost for that?

6 A. I don't understand your question.

7 Q. Sure. If the homeowner's association  
8 wanted to purchase parking spots, would there be a  
9 financial cost to that?

10 A. Who are you talking about owning the  
11 parking spots?

12 Q. Just in general. If the homeowner's  
13 association wanted parking spots for the homeowner's  
14 association, would there be a cost associated with  
15 purchasing them?

16 A. They would have to pay the person who owned  
17 them.

18 Q. Sure. Okay. And if the homeowner's  
19 association wanted to purchase spots, we will say eight  
20 spots, who would approve that?

21 A. The board.

22 Q. Okay. Mary Lou, I will show you what's  
23 previously been marked as State's Exhibit D. And that is  
24 front and back. Have you seen State's Exhibit D?

25 A. I have seen it in your Complaint.

1           Q.    Okay.  But you didn't necessarily have  
2   personal knowledge of it back in 2006?

3           A.    No, sir.

4           Q.    There is a completion date -- or there is a  
5   file stamp date from the Clark County recorder's office.  
6   If you kind of follow that stamp, can you tell me what the  
7   date is of that, or when it was filed with Clark County?

8           A.    I believe that's an 8/25/2006.

9           Q.    Okay.  Thank you.

10                    Back in the 2006-2007 time frame, were  
11   there inquiries about parking spots?

12           A.    I think there has been inquiries about  
13   parking spots periodically.

14           Q.    Okay.  And certainly in a large condominium  
15   building, parking spots can be at a premium?

16           A.    Yes, sir.

17           Q.    And you've said that, you know, there has  
18   been inquiries through the years about parking spots.  Do  
19   you recall at some point the developer proposing a  
20   marketing plan for parking spots to kind of alleviate some  
21   of this problem?

22           A.    I don't know about alleviate any kind of a  
23   problem.

24           Q.    At some point, to the best of your  
25   knowledge, was there a proposal from the builder -- the

1 developer, excuse me, regarding some excess parking spots,  
2 or regarding parking spots?

3 A. That he wanted to sell, yes, sir.

4 Q. Okay. And I'll go ahead and show you what  
5 we have marked as State's Exhibit M. That's going to be  
6 three pages, and the second page is front to back, Mary  
7 Lou.

8 And I realize that that wasn't initially  
9 addressed to you, but have you seen this document before?

10 A. I have seen it in your Complaint.

11 Q. Okay. And according to Exhibit M, on the  
12 second page, in the builder's proposal -- and this is  
13 going to be about three-quarters of the way down. In the  
14 proposal, the developer proposes that the homeowner's  
15 association will receive a certain amount of money. What  
16 is that?

17 A. \$30,000.

18 Q. And does it say what that \$30,000 is  
19 supposed to be used for?

20 A. To help offset the costs associated with  
21 repainting the balcony railings.

22 Q. And then the next sentence under that, it  
23 says what should happen to any excess amount over \$30,000?

24 A. Will be split 50/50 between the association  
25 and the declarant.

1 Q. Okay. Do you remember that proposal being  
2 given to the board? And I understand it has been a number  
3 of years.

4 A. I know that it was somewhat discussed among  
5 the board.

6 Q. Okay.

7 A. I'm not sure it was presented at a board  
8 meeting.

9 Q. Okay. Did you vote regarding this  
10 proposal? Do you recall?

11 A. I think we voted either by telephone or  
12 just -- I mean, it was not an official -- what I would  
13 call an official vote. I think it was a poll of board  
14 members.

15 Q. Did you have the opportunity to review that  
16 document, or did somebody just tell you about this  
17 proposal?

18 A. I don't know that I ever saw this  
19 particular document.

20 Q. Okay. And according to that document, was  
21 this letter sent to all the residents, or was it supposed  
22 to be sent to the residents?

23 A. The assignment of parking? Is that the one  
24 you're talking about?

25 Q. Yes. Or do you recall if it was?



1           A.    I don't recall.

2           Q.    Okay.  The marketing plan on that document,  
3           and on the second page, the first paragraph under  
4           marketing plan, does that mean the association reserves  
5           the right to target and market those parties whom they  
6           feel may hold an interest essentially in those parking  
7           spaces?

8           A.    That's what it says there.

9           Q.    Okay.  Did anyone approach you about this  
10          marketing?

11          A.    To buy any of these parking spaces?

12          Q.    Yes.

13          A.    No, sir.

14          Q.    Do you know who was given the opportunity  
15          to buy some of these parking spaces?

16          A.    Well, ultimately, Mr. Prell bought them.

17          Q.    Okay.

18          A.    As I understand.

19          Q.    At some point did you purchase additional  
20          parking spaces when your husband was sick?

21          A.    I certainly did.

22          Q.    When was that?

23          A.    Well, let's see.  He was diagnosed in 2003,  
24          and went into his wheelchair in late 2004.

25          Q.    Okay.

1           A.    And right about that time I attempted to  
2    get -- make what I would call handicap parking spaces --

3           Q.    Okay.

4           A.    -- for myself, for our van, which had a  
5    lift in it to put his wheelchair in, and for his sister.

6           Q.    And were you able to get these handicap  
7    spaces?

8           A.    It took me a while.  I paid the developer  
9    \$22,000 for two parking spaces.

10          Q.    And when did you do that, that you recall?

11          A.    I think that was late 2004.

12          Q.    Late 2004?

13          A.    I believe.  It might have been -- it must  
14    have been before that.

15          Q.    Okay.

16          A.    Probably 2003.

17          Q.    And that was \$22,000 for three spaces?

18          A.    Two.

19          Q.    Two spaces.  I'm sorry.

20                    In 2006, were you still looking for  
21    additional parking spaces?

22          A.    Yes, sir, I believe so.  I don't remember  
23    when I got the ones to put together.

24          Q.    But you said it took a little bit of time  
25    to finally get this done?

1           A.    It did.

2           Q.    And you testified that you had the van with  
3 the lift.  Would having only one space make it hard for  
4 your husband to get out in and out?

5           A.    He couldn't.

6           Q.    If there was a car parked next to that van,  
7 he essentially -- he couldn't get to the door?

8           A.    He could not.

9           Q.    So this marketing plan could have been  
10 aimed at somebody in your situation; correct?

11          A.    It could have.  But I truly believe that by  
12 this time I had what I needed.

13          Q.    Okay.  And did other individuals in the  
14 homeowner's association, or property management company,  
15 or the board, you know, know of your situation, or know  
16 that you were looking for a parking spot?

17          A.    They all knew that my husband was in a  
18 wheelchair, yes, sir.

19          Q.    Mary Lou, I'm going to go ahead and have  
20 you take a look at what the State has marked as Exhibit N.  
21 There is a date listed in the garage date section.  What  
22 is that date?  The very first sentence.

23          A.    December 8, 2006.

24          Q.    Okay.  And I don't see -- there is  
25 somebody's name that appears on Exhibit N.  It's not you,

1 but whose name is on?

2 A. (Former property manager's name removed).

3 Q. Okay. And I don't see a date on Exhibit N,  
4 but it had to be sometime after December 8th of 2006; is  
5 that correct?

6 A. It would have to be, yes.

7 Q. All right. In the section headed joint  
8 sale of parking spaces owned by declarant, on the second  
9 paragraph down, it says early in the week of 11/27/06,  
10 each member of the board was contacted.

11 A. Where are you reading?

12 Q. The second paragraph under the heading of  
13 joint sale of parking spaces. According to Exhibit N, did  
14 the board approve of this proposal?

15 A. I think that's what I was referring to a  
16 while ago.

17 Q. Sure. And were you contacted about this?

18 A. I'm sure I was.

19 Q. Okay. I'm next going to show you what's  
20 been marked as State's Exhibit O.

21 MR. CULOTTA: Do you want to go out of that  
22 one? I think you have been going out of this one.

23 MR. SCHILLING: Yeah.

24 Q. We're having a few technical difficulties,  
25 Mary Lou. Please bear with me just one moment.

1 I'll show you this copy of State's Exhibit

2 O. There's a date on State's Exhibit O.

3 A. December 19, 2006.

4 Q. And do you recognize State's Exhibit O?

5 A. This is the second page of it; is that  
6 right?

7 Q. The second page should show your signature,  
8 and it starts with -- the first heading is special  
9 assessments?

10 A. Yes.

11 Q. Okay. So you do recognize State's Exhibit  
12 O?

13 A. My signature is on there.

14 Q. Okay. There is a highlighted section under  
15 number two. What did the association vote to do regarding  
16 the parking spots?

17 A. Well, we ratified a prior oral agreement,  
18 that the agreement -- with declarant relating to remaining  
19 parking spaces, a portion of the sale to be retained by  
20 the association to offset a majority portion of the  
21 expense to paint balcony railings.

22 Q. Okay. And this was December of 2006; is  
23 that correct?

24 A. Yes.

25 Q. Okay. I'm next going to show you State's

1 Exhibit Q. It is two pages front and back. Do you  
2 recognize State's Exhibit Q?

3 A. It has my signature on it.

4 Q. And what date are those minutes from, Mary  
5 Lou?

6 A. February 22, 2007.

7 Q. All right. Under parking spaces, the  
8 section parking spaces, on the front page, approximately  
9 three-quarters of the way down.

10 A. Okay.

11 Q. The first sentence says, the developer has  
12 gifted The Harbours condominium association six additional  
13 parking spaces. Your notes say that the developer gifted  
14 them. Do you recall what that means?

15 A. He gave them to the condominium  
16 association.

17 Q. So there was no fee associated with that,  
18 according to your notes?

19 A. There was not.

20 Q. All right. Was there a minimum price set  
21 on parking spots?

22 A. I believe at one point there was something  
23 made up about that, but I'm not too sure about all of  
24 that.

25 Q. Okay. You said something made up. Do you

1 know who made this up?

2 A. I think it was something that was proposed  
3 by our community director, (former property manager's name removed).

4 Q. Okay. And you testified you paid \$22,000  
5 total for two spots?

6 A. Yes.

7 Q. So approximately \$11,000 apiece?

8 A. Well, actually, one was the 15 that we  
9 wanted, and the other one was 7,500, or whatever it was.

10 Q. Okay. And was one of them maybe a covered  
11 space, or a larger space, or something --

12 A. They were actually both covered, but one  
13 was a small space.

14 Q. And presumably the small space would have  
15 been the cheaper one?

16 A. Right.

17 Q. Okay.

18 A. But that gave my husband enough room to get  
19 in.

20 Q. Sure. I understand. We spoke a little bit  
21 about a price, a minimum pricing. I would like to show  
22 you what's been previously marked as State's Exhibit T, as  
23 in Tom. Do you recognize State's Exhibit T?

24 A. I have seen this in your Complaint, yes.

25 Q. And who is State's Exhibit T from, and then

1 who is it sent to?

2 A. It was from Kevin Zipperle, and it was sent  
3 to (former property manager's name removed).

4 Q. And Mr. Zipperle identified four board  
5 members?

6 A. Yes, it does.

7 Q. Are you one of those board members that he  
8 has identified in that first sentence?

9 A. I am.

10 Q. Okay. And I have highlighted a small  
11 portion of State's Exhibit T?

12 A. Yes.

13 Q. Would you please read that aloud for me?

14 A. Anyone wanting to discount their list price  
15 simply chooses not to be on the list.

16 Q. All right. And then go ahead and --

17 A. But can freely promote their parking space  
18 through other channels.

19 Q. So through this representation on this  
20 e-mail sent by Mr. Zipperle to (former property manager's name removed),  
21 on April 12, 2007, I am led to believe that he spoke to you  
22 about this beforehand; is that correct?

23 A. I guess he did.

24 Q. Do you recall speaking to him about minimum  
25 pricing for parking spots?



1 A. I don't recall any specific conversation.

2 Q. Okay. Do you recall who set this minimum  
3 pricing? Does this help refresh your memory?

4 A. I would assume Mr. Zipperle and (former property manager's  
5 name removed).

6 Q. But you did not set the minimum pricing?

7 A. I did not.

8 Q. Okay. I am going to show you what's been  
9 previously marked as State's Exhibit U, which kind of ties  
10 into State's Exhibit T. It's two pages, and it's a  
11 spreadsheet. The one that's marked as U would be page  
12 one. Okay? And then the second one would be page two.

13 Mary Lou, do you recognize Exhibit U?

14 A. Once again, I have seen it through the  
15 Complaint, and I vaguely remember there being something  
16 like this, but nothing specific.

17 Q. Okay. Do you recall who created it?

18 A. Once again, I would say Mr. Zipperle and  
19 (former property manager's name removed).

20 Q. Okay. All right. And are you familiar  
21 with the term market pricing, or market value?

22 A. I have heard that term.

23 Q. What does that mean to you?

24 A. What the market will bear.

25 Q. Okay. Do those prices appear to have been

1 set by the market?

2 MR. CULOTTA: I'm going to object. It  
3 calls for speculation. She is not a realtor. To the  
4 extent she has been in the market, and purchased spots  
5 herself, she can talk about the ones she's purchased, but  
6 as to others, I don't believe she's qualified to speak to  
7 that.

8 MR. SCHILLING: Sure. I'll rephrase.

9 Q. Is there any indication on Exhibit U that  
10 these prices were set by the market?

11 MR. CULOTTA: Same objection.

12 A. I think they were set based upon going down  
13 and looking at them. There are some of them that have got  
14 a column right in the middle, and there are others that  
15 are smaller than other ones.

16 Q. Are you identified as an owner of any of  
17 these parking spots on Exhibit U?

18 A. No, sir.

19 Q. All right. Who is identified? There is a  
20 couple of people that -- many of the same initials show up  
21 over and over. Do you know who any of those individuals  
22 are?

23 MR. CULOTTA: I'll object. Calls for  
24 speculation. But if you know who they are.

25 A. KZ would be Kevin Zipperle.

1 Q. Okay. And do you know who FP would be, or  
2 can you speculate as to who FP may be?

3 A. I can guess that it's Frank Prell.

4 Q. All right. If the prices on Exhibit U are  
5 maintained where they're at, who benefits?

6 MR. CULOTTA: I'm going to object. It  
7 calls for speculation, and you've not really define what  
8 benefits means, whether it's monetary, The Harbours, or  
9 the purchaser.

10 Q. Sure. There is somebody identified as the  
11 owner for those parking spots?

12 A. Yes, sir.

13 Q. If the value associated with those parking  
14 spots is paid, who benefits economically?

15 MR. CULOTTA: Again, same objection.

16 A. I really don't know what you mean.

17 Q. Mary Lou, take, for instance, parking spot  
18 number five.

19 A. Uh-huh.

20 Q. Who is identified as the owner of parking  
21 spot number five?

22 A. Kevin Zipperle.

23 Q. How much is the value that has been placed  
24 on parking spot number five?

25 A. \$8,500.



1 committee back in 2009?

2 A. I don't believe so.

3 Q. Okay.

4 A. I don't ever remember being on the legal  
5 committee.

6 Q. Okay. Are you familiar with some bulletins  
7 that were issued by the board regarding some issues --

8 A. Yes, sir.

9 Q. -- that certain tenants have?

10 And do you know who created those  
11 bulletins?

12 A. I believe that Kevin Zipperle did one, and  
13 (former property manager's name removed) did the other one.

14 Q. Okay. Mary Lou, I am going to show you  
15 what's previously been marked as State's Exhibit Y.

16 That's three total pages.

17 First, I'll direct you to -- or do you  
18 recognize State's Exhibit Y?

19 A. It has my signature on it.

20 Q. Okay. Can you give me the date for State's  
21 Exhibit Y?

22 A. February 5, 2009.

23 Q. All right. And I will draw your attention  
24 to the second page that starts with Glenn Thomas,  
25 condominium 409.

1 A. Right.

2 Q. The next sentence down, reading that  
3 sentence, does it appear that you weren't there for the  
4 whole meeting here?

5 A. That's correct.

6 Q. Okay. And that says you joined the meeting  
7 and began taking minutes after what was presented on the  
8 first page; is that correct?

9 A. That's correct.

10 Q. All right. On State's Exhibit Y, you'll  
11 see a section listed for the committee chairpersons.

12 A. All right.

13 Q. Are you listed as the chairperson for any  
14 of the committees?

15 A. Finance committee.

16 Q. Okay. And this was in February of 2009; is  
17 that correct?

18 A. Yes, sir.

19 Q. Okay.

20 A. Also the nominating committee, but that  
21 goes along with being the secretary.

22 Q. Fair enough. All right. We'll get back to  
23 these bulletins.

24 Please tell me what you can recall about  
25 these bulletins that were sent out, just in your own

1 words.

2 A. I remember that they were shown to us at a  
3 board meeting, and Mr. Farnsley said they looked okay to  
4 him, and that was all right with me, and...

5 Q. Okay. Do you recall what they dealt with?

6 A. The first one dealt with the purchase of  
7 312, and the second one, I believe, was the parking.

8 Q. Okay. And you previously testified that  
9 you thought Kevin Zipperle prepared one, and (former property manager's  
10 name removed) prepared one?

11 A. Correct.

12 Q. Which ones do you think each one prepared,  
13 to your best --

14 A. Kevin Zipperle would have prepared the one  
15 on 312, and (former property manager's name removed) would have known  
16 more about the parking spaces.

17 Q. Okay. I am going to go ahead and show you  
18 what's been previously marked as State's Exhibit W and  
19 State's Exhibit X.

20 Are those true and accurate copies of the  
21 bulletins we have kind of discussed?

22 A. I don't know that for a fact. But I would  
23 assume if you got them out of The Harbours documents, they  
24 are.

25 Q. Okay. At the very bottom of each one of

1 those exhibits there is a stamp, or a date, and kind of  
2 who it was approved by?

3 A. March 5, 2009, approved by The Harbours  
4 legal committee.

5 Q. Okay. And do you think that would be fair  
6 and accurate for what the legal committee would have  
7 prepared? In your knowledge as a board member, would they  
8 generally keep accurate --

9 A. I think so.

10 Q. Okay. And then the same thing for Exhibit  
11 X; is that correct?

12 A. That's March the 5th of 2009 by the legal  
13 committee.

14 Q. Okay. Do you recall voting on these  
15 bulletins?

16 A. I don't think there ever was an official  
17 vote.

18 Q. Were they presented to you prior to March  
19 of 2009?

20 A. I don't know when they were presented. I  
21 mean, I think they were shown to the board, but I don't  
22 know exactly when.

23 Q. Okay. Do you know if those were sent by  
24 e-mail, or something that was passed around to each  
25 homeowner, or at a board meeting?



1           A.    I think they were passed around at a board  
2 meeting.

3           Q.    Which would have had to have been prior to  
4 March of 2009; correct?

5           A.    I would assume so.

6           Q.    Okay. All right. And you don't recall now  
7 how you voted, or if you voted, on those?

8           A.    I'm sure I voted, yes, if Mr. Farnsley said  
9 they were all right.

10          Q.    All right. And you previously testified  
11 that you had a great respect for Mr. Farnsley, and had  
12 worked with his firm before?

13          A.    Yes, sir.

14          Q.    All right. I'm going to shift gears on you  
15 yet one more time, Mary Lou.

16                    You are familiar with (former property manager's  
17 name removed); correct?

18          A.    Yes, sir.

19          Q.    What was her position?

20          A.    She was the community director.

21          Q.    Okay. And was she -- did she work for the  
22 developer?

23          A.    I believe initially she did, yes.

24          Q.    And then who did she work for after the  
25 developer?

1           A.    The Harbours condominium association.

2           Q.    And do you recall about when that changed,  
3 or when she left from being the employee of the developer,  
4 to being an employee of the homeowner's association?

5           A.    I believe it was when the declarant left,  
6 sold his last condo.

7           Q.    And do you recall about when that was?

8           A.    Well, it would have been -- no, actually I  
9 don't.

10          Q.    That's okay.  And I think that was unit  
11 1110; is that --

12          A.    I don't believe that was his last one.

13          Q.    Okay.  But at some point (former property manager's  
14 name removed) goes from being an employee of the developer, to being  
15 an employee of the homeowner's association?

16          A.    Yes, sir.

17          Q.    After the sale of the last condo, if I can  
18 kind of recap that; correct?  Is that --

19          A.    I believe that's when that happened, but I  
20 wouldn't -- I'm not positive.

21          Q.    Okay.  Did you have any business interests  
22 with (former property manager's name removed)?

23          A.    No, sir.

24          Q.    You didn't have any -- you didn't co-own  
25 any condos or anything with her?

- 1           A.    No, sir.
- 2           Q.    Did Kevin Zipperle, to the best of your  
3           knowledge, have any business interests with (former property manager's  
4           name removed)?
- 5           A.    Yes, sir.
- 6           Q.    What was that?
- 7           A.    The two of them and their spouses owned a  
8           condominium.
- 9           Q.    Do you recall what number condominium that  
10          was?
- 11          A.    It was on the third floor.
- 12          Q.    And do you know about when that was?
- 13          A.    No, I don't know.
- 14          Q.    Do they still own it, to the best of your  
15          knowledge?
- 16          A.    No, sir.
- 17          Q.    Okay.  So they sold it.  And do you  
18          remember when that was?
- 19          A.    No, sir.
- 20          Q.    Okay.  Did (former property manager's name removed)  
21          initially report to the developer?  That was her boss; correct?
- 22          A.    Yes, sir.
- 23          Q.    And after that she then reported to the  
24          homeowner's association?
- 25          A.    Yes, sir.

1 Q. Did the homeowner's association pay her  
2 salary?

3 A. Yes, sir.

4 Q. And homeowner's association funds, dues,  
5 were used to pay her salary?

6 A. Yes, sir.

7 Q. And who tracked her hours?

8 A. I don't believe anyone did, other than she  
9 and the secretary kind of watched each other.

10 Q. Okay. So was she the boss of the secretary  
11 then?

12 A. Yes, she would be.

13 Q. Okay. All right. Did she report to the  
14 president of the board or any of the board members  
15 regarding her hours?

16 A. Not that I know of.

17 Q. So who had supervision over (former property manager's  
18 name removed) as an employee?

19 A. Really, not anyone.

20 Q. Okay. Miss (former property manager's name removed)  
21 eventually left --

22 A. Yes, sir.

23 Q. -- The Harbours homeowner's association.  
24 Do you recall about when that was?

25 A. I believe it was in 2011.

26 Q. Okay. And do you know why she left?

1 A. Yes, sir.

2 Q. And why was that?

3 A. She was attacked by one of the homeowners,  
4 and she became frightened. She carried a telephone  
5 constantly with her. And, to be honest with you, I  
6 encouraged her to go.

7 Q. Okay. And did you consider (former property manager's  
8 name removed) a friend then? I mean, it sounds like she may have  
9 confided in you about some of the problems she was having?

10 A. She didn't have to confide in me. I mean,  
11 police reports were made, and -- it was common knowledge  
12 of what was going on.

13 Q. Okay. Who was the owner or member of the  
14 homeowner's association that attacked her?

15 A. Betty Haley.

16 Q. Betty Haley. And do you recall when that  
17 was?

18 A. No. Maybe two or three, four months before  
19 that -- before she left.

20 Q. Okay. So sometime in 2011, before she  
21 left, of course?

22 A. Yes, sir.

23 Q. Okay. Do you know why there was this  
24 contention towards (former property manager's name removed), or what  
25 led to some of these problems?

1 A. No, not exactly.

2 Q. Well, what do you know of it then? I'll  
3 rephrase.

4 MR. CULOTTA: It's going to call for  
5 speculation, obviously. But to the extent that you have  
6 any idea, you can express your thoughts.

7 A. To me, Betty Haley is (descriptor removed).

8 Q. Okay.

9 A. She harassed me time and time again, and  
10 I'm afraid of her.

11 Q. And you've personally said that Miss Haley  
12 has harassed you?

13 A. Yes, sir.

14 Q. Over what period of time are we talking?

15 A. That was one reason I wanted to leave 603  
16 and 604, because she lived two doors from me.

17 Q. Okay. So she also lived on the sixth  
18 floor?

19 A. Yes, she did.

20 Q. Can you put it on a timeline? I mean, is  
21 this going back to 2004? Did this start in, you know,  
22 2006?

23 A. No.

24 Q. I just want to know time-wise.

25 A. Actually, more of the harassment started

1 after -- shortly after my husband passed away.

2 Q. Okay. When you were by yourself at this  
3 time?

4 A. Yes.

5 Q. All right. And by harassment, what do you  
6 mean?

7 A. If I tried to go to the trash can, she  
8 would come out her door and scream nasty things at me. If  
9 I would get on the elevator, she made nasty faces at me,  
10 say things to me.

11 Q. Do you think this was due to your position  
12 on the board, or do you think this was more of a  
13 personal --

14 A. It was because I was on the board.

15 Q. And was this due to any particular board  
16 action, or -- and did this occur -- obviously, there was  
17 an incident with Betty and (former property manager's name removed).  
18 It sounds like it was an incident with Betty, and she -- to your  
19 knowledge, were there incidents with other board members?

20 A. She never laid her hands on me.

21 Q. Oh, okay. Well, that's good.

22 All right. Did she harass or bully or  
23 physically confront other board members, to your  
24 knowledge?

25 A. I don't know.

1 Q. Okay. All right. And I'm going to go  
2 ahead and shift gears back to (former property manager's name removed).  
3 About the time when she left in October of 2011, as you testified,  
4 who would have been responsible for tracking her leave time?

5 A. I believe that she sent -- I don't know how  
6 to put it. She kept track of her time, and she would send  
7 that to The Harbours.

8 Q. To the president? To the entire board? To  
9 the secretary?

10 A. She did not send it to me.

11 Q. Okay. And was she a full-time employee?  
12 Up until October of 2011, was she working about 40 hours a  
13 week?

14 A. Probably more like 60.

15 Q. Okay. So full-time --

16 A. She was there a lot of times late in the  
17 evening.

18 Q. Okay. You were part of the finance  
19 committee back in 2009. Did you review her leave?

20 A. No, sir.

21 Q. Did you review her time sheets?

22 A. No, sir.

23 Q. Did you review her vacation time?

24 A. No, sir.



1 Q. Was this something that the finance  
2 committee did? Maybe somebody else on the finance  
3 committee?

4 A. 2009 was the year that my husband passed  
5 away. And while I was on the finance committee, I  
6 honestly don't remember too much of what went on about  
7 that time.

8 Q. Sure. Would this have been something the  
9 finance committee would normally have reviewed?

10 A. I don't think so.

11 Q. But she was paid out of homeowner's  
12 association funds; correct?

13 A. Yes, sir.

14 Q. Did the finance committee review all  
15 expenditures of homeowner's association funds?

16 A. No, sir.

17 Q. Who else did, besides the finance  
18 committee?

19 A. Well, nobody really totally reviewed  
20 everyone, except the treasurer, I would assume.

21 Q. So would the treasurer then have reviewed  
22 the time sheets?

23 A. The assistant treasurer, I think, did.

24 Q. Okay. Who was the assistant treasurer?

25 A. Mr. Roberts.

1 Q. And was Mr. Roberts, do you recall, the  
2 assistant treasurer in October of 2011?

3 A. I believe so.

4 Q. If the finance committee didn't review all  
5 expenditures of homeowner's association fees, then who  
6 did?

7 A. I don't know.

8 Q. Okay. Was there just a certain portion  
9 then that the finance committee was responsible for? And  
10 I don't know, maybe groundskeeping, or maintenance, or --  
11 tell me a little bit more about what the finance committee  
12 did, please.

13 A. The finance committee basically approved  
14 the budget that was submitted to the homeowners. I don't  
15 think they met more than maybe three times a year.

16 Q. Okay. Then who would submit this prepared  
17 budget to the finance committee?

18 A. (Former property manager's name removed) would, and pretty  
19 much made it up.

20 Q. So if I'm understanding correctly, (former property  
21 manager's name removed) would prepare the budget, present it to the  
22 finance committee?

23 A. Right.

24 Q. Yourself, and whoever else was the  
25 committee person?

1 A. Right.

2 Q. You got to review it, or make changes or  
3 what have you, and approve it, or present it to the  
4 homeowner's association?

5 A. We would recommend to the board that the  
6 board approve what was recommended, and then it was sent  
7 on to the homeowners.

8 Q. Okay. Would these budgets have included  
9 (former property manager's name removed)' salary?

10 A. They would. It would have to.

11 Q. And would they have included her leave  
12 time?

13 A. Not as a special item, no.

14 Q. But that would have been included with her  
15 salary then, I presume?

16 A. I would presume that.

17 Q. All right. Would the pay and benefits of  
18 the secretary also have been included as part of this  
19 budget that (former property manager's name removed) prepared?

20 A. You are talking about (former assistant's name removed).

21 Q. I know now it's (former office assistant's name removed),  
22 but I don't know if it always has been.

23 So the assistant of the secretary?

24 A. I believe that the secretary and the  
25 community director salaries were together on the budget.

1 Q. So that would be -- like one line item  
2 would be salaries or something, or tell me how it showed.

3 A. It has a name to it, but I don't exactly  
4 know what the name of it is. But I think those two are  
5 lumped together.

6 Q. Okay.

7 A. And then like groundskeeping was lumped  
8 together.

9 Q. So this wouldn't necessarily be a fully  
10 itemized budget, it would be more of a general  
11 expenditures and amounts. Is that accurate, or --

12 A. That would be correct.

13 Q. Okay. And if I'm understanding correctly,  
14 there was no delineation. It was just salaries, and then  
15 both of those would be lumped together?

16 A. The two.

17 Q. The two?

18 A. (Affirmative nod).

19 Q. And this was a document prepared by the  
20 same persons whose salaries were being paid, according to  
21 this document?

22 A. Well, it was approved by the board.

23 Q. Okay. But the finance committee didn't get  
24 a breakdown of that, or wasn't responsible for a breakdown  
25 of that?

1           A.    I personally don't ever remember knowing  
2 exactly what (former property manager's name removed) made.

3           Q.    Okay.  But it would have gone through the  
4 finance committee at some point?

5           A.    The two of them lumped together, yes.

6           Q.    Okay.  There is some contention as to how  
7 much leave time (former property manager's name removed) had when she  
8 left The Harbours.  Are you aware of that?

9           A.    I'm aware of that.

10          Q.    All right.  It's alleged that (former property manager's  
11 name removed) was paid through December of 2011?

12          A.    That's probably pretty close to correct.

13          Q.    Even though she left in October of 2011?

14          A.    Yes, sir, because she was doing the  
15 bookkeeping.

16          Q.    And after she left full-time at The  
17 Harbours, did she continue to work on a part-time basis?

18          A.    Yes, she did.

19          Q.    And when did that -- what were the dates of  
20 that, approximately?

21          A.    I don't know exactly.  You're probably  
22 right, that it was probably about in December sometime.

23          Q.    And -- again, just so I'm understanding  
24 correctly.  She left sometime around October of 2011?

25          A.    Right.

- 1 Q. Full-time employment.
- 2 A. Full-time.
- 3 Q. And then she stayed on as part-time  
4 employment until around December or so?
- 5 A. Probably in that neighborhood.
- 6 Q. Okay. In that period where she was a  
7 part-time employee, was she responsible for turning in her  
8 time sheets?
- 9 A. I believe that she did, yes, sir.
- 10 Q. To whom?
- 11 A. To Mr. Roberts.
- 12 Q. All right. And was she responsible for  
13 filling out leave forms or anything in that period of  
14 time?
- 15 A. That I don't know.
- 16 Q. Who did she report to as a part-time  
17 employee? Who supervised her?
- 18 A. I don't know that either.
- 19 Q. Okay.
- 20 A. The board, basically.
- 21 Q. Okay. And would the finance committee have  
22 looked over any of the documentation regarding her  
23 part-time employment?
- 24 A. No, sir.
- 25 Q. Okay. The last thing that I want to get

1 into, Mary Lou, is condo 1103 and 1104. Do you need to  
2 take a break or anything?

3 A. I'm fine.

4 Q. Okay. We'll march on through.

5 You previously testified initially that you  
6 are the owner of -- or a current co-owner of 1104. Do you  
7 know who owned 1103 and 1104 back in 2006?

8 A. The only other person who ever owned it was  
9 Frank Prell, or the declarant.

10 Q. Sure. And he owned both 1103 and 1104?

11 A. Yes, sir.

12 Q. As separate units, at least initially?

13 A. That's what I understand from what I've  
14 heard now.

15 Q. Okay. All right. How did you get involved  
16 in the purchase of 1104?

17 MR. CULOTTA: Before we get too far afield,  
18 as we did earlier with Mr. Zipperle, if we get into any  
19 issues with regard to the purchase of 1104, I'm going to  
20 instruct her not to answer. The same reasons, take the  
21 Fifth based upon the fact that some of the allegations  
22 that are being raised here by this Complaint have facts  
23 that could incur a criminal charge, and I'm not going to  
24 allow her to subject herself to that.

25 MR. SCHILLING: Sure.

1           Q.    You certainly have a right not to  
2    incriminate yourself.  I would say, just as we did for Mr.  
3    Zipperle's deposition, if you do assert your Fifth  
4    Amendment privilege, you'll have to do that with each of  
5    the questions.  You'll have to say, well, I'll go ahead  
6    and assert my Fifth Amendment protection on advice of  
7    counsel, that way we'll have it clear for the record.

8                    Let me get back to you.  Mary Lou, are you  
9    aware of any criminal investigations currently regarding  
10   condominium 1104?

11           A.    No, sir.

12           Q.    Are you currently aware of any -- have you  
13   talked to police or any law enforcement regarding 1104?

14           A.    No, sir.

15           Q.    Have you talked to any other agency besides  
16   the attorney general's office regarding your purchase of  
17   1104?

18           A.    No, sir.

19           Q.    Okay.  Do you have reason to believe that  
20   there is a law enforcement investigation into the purchase  
21   of condominium 1103 and 1104?

22           A.    I would say if you all are involved,  
23   probably.

24           Q.    Okay.  Fair enough.  At some point 1103 and  
25   1104 individually went into foreclosure; is that correct?



1 A. As far as I know, yes.

2 Q. All right. And do you know who purchased  
3 1103 in 2010?

4 A. Well, I don't think that 1103 actually went  
5 into foreclosure. It was a short sale, as I understand  
6 it.

7 Q. Okay. So it was purchased as a short sale  
8 in 2010?

9 A. Yes, sir.

10 Q. Do you recall who purchased it?

11 A. Mr. Zipperle.

12 Q. All right. Please explain to me how you  
13 came to purchase 1104. And was 1104 in foreclosure prior  
14 to your purchase?

15 A. Yes.

16 Q. Okay. How did you come to purchase 1104?

17 MR. CULOTTA: I am going to say that we're  
18 not going to get into the purchase. If you want to parse  
19 the question a little bit, maybe we'll answer bits and  
20 pieces, but --

21 MR. SCHILLING: Sure.

22 Q. You ultimately bid on condominium unit  
23 1104?

24 A. I did.

25 Q. Were you aware of previous offers made

1 prior to your bid prior on 1104?

2 A. I know that there were three other people  
3 bidding on it at the same time I was.

4 Q. Do you recall the names of any of those  
5 individuals?

6 A. I have been told the names.

7 Q. What were you told?

8 A. I was told that Kathy Bupp, Pete Gerstle,  
9 and a lady named Nola something, and I don't  
10 remember her last name.

11 Q. All right. Did you place a bid on 1104  
12 back in May of 2012?

13 A. I don't know about the date.

14 Q. Did you ultimately place an offer?

15 A. I did place an offer.

16 Q. Did you make that offer with anybody else?

17 MR. CULOTTA: At this point in time I'm  
18 going to just simply instruct her not to answer. I know  
19 there is paperwork that you all have that you all have  
20 attached that speaks for itself. And to the extent that  
21 anything that might be in there, you all might -- could  
22 potentially be incriminating, I am just going to instruct  
23 her not to answer.

24 Q. Okay. I will have you say, I'm going to  
25 invoke my Fifth Amendment.

1           A.    Under advice of my counsel, I will invoke  
2   the Fifth Amendment.

3           Q.    All right.  You ultimately entered into a  
4   purchase agreement to purchase 1104?

5           A.    I did.

6           Q.    Was there anybody else a party to that  
7   agreement?

8           MR. CULOTTA:  You can answer that one.

9           A.    Can I see the agreement?

10          Q.    As a matter of fact, you can.  I will show  
11   you.  And this is not marked as part of the State's  
12   exhibit.

13          MR. SCHILLING:  If the court reporter would  
14   be so kind as to mark that purchase agreement.  And I'm  
15   assuming we can mark that as PA Number 1, Counsel, or is  
16   that --

17          MR. CULOTTA:  Whatever you want to call it,  
18   that's fine.

19          And just for the record, I'm going to just  
20   say that to the extent that she answers questions about  
21   certain things, I would say that the document speaks for  
22   itself.

23          (DEPOSITION EXHIBIT PA-1 MARKED FOR IDENTIFICATION)

24          A.    I was the only person listed on this.

25          MR. CULOTTA:  I'm sorry.  What did you mark

1 it?

2 MR. SCHILLING: PA Number 1.

3 Q. Mary Lou, taking a look at the first page,  
4 what is the date on this agreement?

5 A. 7/10/2012.

6 Q. All right. And then I'm going to direct  
7 you all the way to page 12. This would be your -- a  
8 signature and a date.

9 A. Right here?

10 Q. No. It's the page before. It should be  
11 marked as page 12.

12 A. Okay.

13 Q. There is a signature that appears on page  
14 12. Is that your signature?

15 A. Yes, it is.

16 Q. And you do recognize this? Do you  
17 recognize this purchase agreement?

18 A. Yes.

19 Q. Okay. What is the date there underneath  
20 your signature?

21 A. July 10, 2012.

22 Q. And is this a true and accurate copy of the  
23 purchase agreement that you entered into with Fannie Mae?

24 A. I would assume that it is.

25 Q. Okay. All right. I'm going to draw your

1 attention -- page 13 is another signature page for the --  
2 it looks like an attorney and the seller. After that, you  
3 will see an owner-occupant certification.

4 A. Yes, sir.

5 Q. Do you recognize that owner-occupant  
6 certification?

7 A. Yes, sir.

8 Q. All right. There is a signature that  
9 appears on that. Whose signature is that?

10 A. Mine.

11 Q. And is there a date for when you signed  
12 this owner-occupant certification?

13 A. December 6, 2012.

14 Q. And as part of this certification, you  
15 certify that you will use this as a primary residence  
16 within 60 days of closing; is that correct?

17 A. It is, and I did.

18 MR. CULOTTA: Wait for a question.

19 Q. All right. And in the event you don't  
20 occupy the property, it says you will pay a penalty of  
21 \$10,000?

22 A. Yes, sir.

23 Q. In the second paragraph; is that correct?

24 A. Yes.

25 Q. Okay. Let me go ahead and direct your

1 attention to the next page. This is the notification to  
2 the listing agent. It looks like there is a signature  
3 down at the very bottom. It looks like it was kind of  
4 written in. Whose signature appears there?

5 A. My signature.

6 Q. And are you the person -- or do you recall  
7 writing that into this agreement?

8 A. That's Miss Mayfield's writing.

9 Q. Okay. But it is your signature --

10 A. Yes.

11 Q. -- so you had an opportunity to review it.

12 What is the date on this notification to  
13 agent's listing?

14 A. 7/6/2012.

15 Q. All right. And there is a written  
16 agreement or written notification on there. Would you  
17 please read that aloud for me? It's in handwriting. It's  
18 kind of written in above your signature.

19 A. Buyer states she owns unit 603. Intends to  
20 move into unit 1104, and sell unit 603.

21 Q. Okay. The next page I'll draw to your  
22 attention. The next page is dated July 6th of 2012. It's  
23 titled source of funds for purchase of Harbours  
24 condominium 1104.

25 A. Yes, sir.

1 Q. Is that correct?

2 A. Yes, sir.

3 Q. Do you recognize this source of funds  
4 document?

5 A. Yes, sir.

6 Q. All right. And is this a true and  
7 accurate -- well, whose signature appears on this source  
8 of funds document?

9 A. Kevin Zipperle.

10 Q. Who is the source of funds sent to,  
11 according to this letter?

12 A. To me.

13 Q. So this was addressed to you?

14 A. That's what it says.

15 Q. Have you seen this before? Do you  
16 recognize this source of funds document?

17 A. I know that there was a document where he  
18 said that he was going to provide funds.

19 Q. Okay. And as you recall, is this the  
20 document?

21 A. I assume that it is, yes.

22 Q. Okay. In your purchase of 1104, who  
23 provided you those funds?

24 A. Mr. Zipperle provided me these funds.

25 Q. And how much?

1 A. At that time I believe it was \$22,000.

2 Q. And this would have been July, or  
3 approximately July of 2012?

4 A. The down payment.

5 Q. Okay. Now, I'm going to go ahead and draw  
6 your attention then to the final page of PA Number 1.  
7 This is dated -- what's the date? I'm sorry, Mary Lou.

8 A. July the 2nd, 2012.

9 Q. And this is a letter written from whom to  
10 whom?

11 A. It was to Mr. Zipperle from Mickey  
12 McKutchen.

13 Q. And what is the reference -- or what is  
14 this letter referencing?

15 A. That he holds accounts with the credit  
16 union with the liquid balance of \$220,000 as of July 2,  
17 2012.

18 Q. And was this source of funds letter sent to  
19 Mr. Zipperle before he had backed -- or before he gave you  
20 the money to close on 1104?

21 MR. CULOTTA: I'm going to object. Calls  
22 for speculation.

23 A. From the dates on those, it appears that  
24 way.

25 Q. Mary Lou, you ultimately purchased



1 condominium 1104; is that correct?

2 A. I did.

3 Q. You closed on that condominium?

4 A. I did.

5 Q. Mr. Zipperle provided you with the funds?

6 A. At that time he did, yes.

7 Q. How much did he provide you?

8 A. It was not quite all of it, but I don't  
9 know exactly.

10 Q. Okay. So if I'm understanding correctly,  
11 you provided some of the money for the purchase, and Mr.  
12 Zipperle provided some of the money for the purchase?

13 A. Correct.

14 Q. And did you ultimately pay the \$220,000 for  
15 that unit?

16 A. Yes, sir.

17 Q. Did you ever repay Mr. Zipperle for the  
18 funds that he provided you for unit 1104?

19 A. I have paid him almost all of it.

20 Q. How much? Do you have an approximate  
21 amount of how much you have yet to repay?

22 A. Not exactly. I think it's in the  
23 neighborhood of 25,000, I believe.

24 Q. Okay. And that's the balance that's still  
25 remaining --

1           A.    Yes.

2           Q.    -- for lack of a better term?

3                    I would like to draw your attention to  
4 what's in the State's Complaint as Exhibit GG. I will  
5 provide that to you and your attorney. Mary Lou, do you  
6 recognize State's Exhibit GG?

7           MR. CULOTTA: I am going to instruct her  
8 not to respond, as we discussed earlier. You can go ahead  
9 and --

10          A.    On advice of counsel, I will invoke the  
11 Fifth Amendment.

12          Q.    And we have already gone into Exhibit HH.  
13 We have already covered that, but I just want you to  
14 identify Exhibit HH. Do you recognize Exhibit HH?

15          A.    It's an owner-occupant certificate.

16          Q.    All right. And that's the one completed by  
17 you in July of 2012; is that correct?

18          A.    Yes, sir.

19          Q.    All right. You have already affirmed that  
20 that was your signature. Is that a true and accurate copy  
21 of the owner certification that you completed?

22          A.    I believe it is.

23          Q.    Prior to your purchase of unit 1104, did  
24 you physically inspect the property?

25          A.    Yes, I was in it.

1 Q. Okay. Did you walk around?

2 A. Yes, sir.

3 Q. Did you kick the walls and make sure it

4 wasn't falling apart or anything?

5 A. I don't think I kicked the walls, but...

6 Q. Sure. But you physically looked at it and

7 made sure it was in suitable condition to purchase?

8 A. Yes.

9 Q. All right. Was there a dividing wall up in

10 place when you inspected it?

11 A. Yes, there was.

12 Q. I would like to you what's been previously

13 marked as photo number one. Do you recall about when you

14 looked in that property? You purchased it in July of '12.

15 Do you know when you -- approximately when you would have

16 made this walk-through?

17 A. I went over there with Diane Mayfield prior

18 to that July date.

19 Q. Okay. And I'll show you what's been

20 previously marked as photo number one. You mentioned, and

21 testified, that there was a dividing wall in place when

22 you inspected the property?

23 A. Yes, sir.

24 Q. Would that photograph represent a true and

25 accurate representation of the wall that you saw?

1           A.    Pretty close.

2           Q.    Okay.  And is there a date stamp on the  
3 bottom of when that picture was pulled off the website?  
4 And I'm not talking about when that picture was taken.  I  
5 understand.

6           A.    May 25, 2012.

7           Q.    And it's your testimony that there was a  
8 wall there?

9           A.    There was a wall.

10          Q.    Was there a cutout in the wall over a sink?

11          A.    There was a cutout in the wall.  I don't  
12 quite remember it being quite this big, but maybe it was.

13          Q.    Okay.  All right.  As the purchaser of unit  
14 1104, when you moved in, were there kitchen cabinets in  
15 1104 when you purchased it?

16          A.    Yes, sir.

17          Q.    There were kitchen cabinets?

18          A.    No, I guess there is no kitchen cabinets on  
19 that side.

20          Q.    How about a refrigerator?

21          A.    There was a space for a refrigerator.

22          Q.    But no physical --

23          A.    No physical refrigerator.

24          Q.    How about counters?  Did you have kitchen  
25 counter space in 1104?

1           A.    There was a long bar, and half of it would  
2    have been 1104.

3           Q.    Would that have been a kitchen island or  
4    something?  I mean...

5           A.    I guess you could call it.  It's where the  
6    sink is.

7           Q.    Okay.  There was no counter space, but  
8    there was a --

9           A.    I would call that counter space.

10          Q.    Okay.  So there was some counter space for  
11   the sink?

12          A.    Uh-huh.

13          Q.    Do you recall if the sink was one basin or  
14   two?

15          A.    It's two.

16          Q.    And was the entirety of both basins in unit  
17   1104 when you purchased it?

18          A.    It would be one in each.

19          Q.    There was one in each?

20          A.    Uh-huh.

21          Q.    Could you control both the hot water and  
22   the cold water from unit 1104?

23          A.    If you had the faucet.

24          Q.    Did you have the faucet in 1104?

25          A.    I think it sort of swung back and forth

1 through that hole.

2 Q. So potentially you could have had the water  
3 for half the time, and the other unit could have the other  
4 half?

5 A. I think that's probably true.

6 Q. Okay. And do you recall a board member --  
7 if Mr. Prell got authority from the homeowner's  
8 association or an amendment from the homeowner's  
9 association to combine 1103 and 1104?

10 A. I don't know.

11 Q. All right. Are you familiar with the  
12 bylaws of The Harbours?

13 A. Somewhat.

14 Q. At a glance. All right.

15 Is it your understanding that someone would  
16 need permission of the homeowner's association -- or would  
17 have to provide permits to the homeowner's association to  
18 combine a unit?

19 MR. CULOTTA: I'm going to object to the  
20 extent that you used the term permits. If that's in the  
21 context of simply requesting, or if you're referring to  
22 the need from some governmental entity? If you could be a  
23 little more clear.

24 MR. SCHILLING: Sure.

25 Q. Mary Lou, you are a tenant of The Harbours,

1 and have been for a number of years. Were you provided a  
2 copy of the Declarations?

3 A. When I moved in.

4 Q. And I understand most people don't read the  
5 small print. As a member of the board, did you have an  
6 opportunity to read the Declarations?

7 A. I am sure that I read different parts at  
8 different times.

9 Q. Sure. I'm going to draw your attention  
10 specifically to Section 23B. And this is marked --  
11 previously marked as State's Exhibit A to the State's  
12 Complaint. This would be the front pages. That's the  
13 cover page of Exhibit A to the homeowner's association.  
14 It looks like approximately 21 pages in we come to Section  
15 23B.

16 Mary Lou, I would like you to read the  
17 first and second sentences of 23.

18 MR. CULOTTA: Twenty-three or 23B?

19 MR. SCHILLING: Section 23B. Excuse me.

20 A. Notwithstanding anything in this  
21 Declaration to the contrary, this Declaration may be  
22 amended in accordance with the special amendment procedure  
23 set forth in this Section 23B in the event of the  
24 following.

25 Q. And what is Subsection A of that?

1           A.    A, an owner wants to combine two or more  
2 units into one unit.

3           Q.    Okay.  And I'm going to skip down past B  
4 and C.  The final paragraph starts, in the event an owner  
5 wants to perform interior changes.

6           A.    Yes.

7           Q.    All right.  And I'll read along, too.  Let  
8 me know if I'm reading it accurately.

9                        In the event an owner wants to perform  
10 interior changes to the unit, or units, the owner and/or  
11 the association shall cause an appropriate instrument of  
12 amendment to this Declaration of regime to be prepared and  
13 executed by such owner or the association, which  
14 instrument shall be joined in by the president of the  
15 association and recorded.

16                       According to Section 23B, should an owner  
17 that wants to combine one or two or more units provide the  
18 instrument of amendment to the association?

19           MR. CULOTTA:  I'm going to object --

20           Q.    -- or to president?

21           MR. CULOTTA:  -- I'm going to object to the  
22 extent that it calls for a legal conclusion, and also the  
23 fact that the document speaks for itself.  But you can  
24 give your opinion.

25           A.    Yes, that's the way it appears to read.



1 But I know lots of people have not done that.

2 Q. Sure. And to your knowledge, did Mr.  
3 Prell provide that instrument to the homeowner's  
4 association?

5 A. I don't know one way or the other.

6 Q. Okay. Mary Lou, to your knowledge, do  
7 owner-occupants get priority in bidding on Harbours units?

8 A. On Harbours units?

9 Q. I'll rephrase. To bid on a Fannie Mae  
10 property, if a person certifies that they are going to  
11 occupy the property, are they given a higher priority?

12 MR. CULOTTA: I object. That calls for  
13 speculation.

14 A. I have heard that today.

15 Q. All right. You did fill out an occupant  
16 certification for 1104; correct?

17 A. I did.

18 Q. You previously testified that you saw this  
19 wall in unit 1104?

20 A. Yes, sir.

21 Q. Do you know who placed that wall?

22 A. My understanding is Frank Prell, at the  
23 insistence of the Bank of America.

24 Q. Okay. Where was this wall located?  
25 Certainly, you testified it was part of the kitchen. Did

1 it entirely separate these properties, or was there an  
2 opening to go between these properties?

3 A. The only opening was that little space by  
4 the faucet.

5 Q. So it was basically the cubbyhole over the  
6 sink. Would that be kind of accurate? You couldn't  
7 walk -- if you walked in 1104 --

8 A. You could not.

9 Q. -- you had no access to 1103 --

10 A. Correct.

11 Q. -- but going through this wall?

12 A. Correct.

13 Q. Were there light switches for unit 1104, or  
14 that controlled lights to unit 1104 located behind this  
15 wall?

16 A. They were in unit 1104.

17 Q. So you could turn on every single light  
18 fixture located in 1104 --

19 A. Yes.

20 Q. -- with controls that were found in 1104?

21 A. Yes, sir.

22 Q. Okay. Were there some electrical outlets  
23 in what would have been the kitchen area that you didn't  
24 have access to?

25 MR. CULOTTA: Object to speculation. I

1 mean, are you talking about electrical outlets in 1104?

2 Q. Were there some electrical outlets in the  
3 kitchen area of 1104 that you didn't have access to  
4 because of this wall?

5 A. I don't know what you mean.

6 Q. Okay. All right. Did you have an  
7 appraisal done of 1104 before you purchased it, or before  
8 you bid on it?

9 A. No, sir.

10 Q. Did you have a home inspection done?

11 A. No, sir.

12 Q. In what form did you get title to 1104?

13 A. A deed from Fannie Mae.

14 Q. And how are you -- how do you currently own  
15 the property?

16 A. In my name.

17 Q. Do you have a certain type of ownership to  
18 it? And I'm giving you a legal question, but you  
19 currently have a deed to 1104; is that correct?

20 A. I do.

21 Q. I will show you what's been previously  
22 marked as Exhibit JJ. Mary Lou, do you recognize State's  
23 Exhibit JJ?

24 A. It's a quitclaim deed.

25 Q. Okay. Is there a signature on Exhibit JJ?

1 A. Yes, sir.

2 Q. And then there's a signature of the  
3 purchaser on that -- on the second page. Whose signature  
4 is that?

5 A. Mine.

6 Q. Okay. And is it a true and accurate copy  
7 of the quitclaim deed that you have for 1104?

8 A. There is a deed from Fannie Mae.

9 Q. Okay. And the deed from Fannie Mae is  
10 deeded to whom?

11 A. Me.

12 Q. To you as sole owner?

13 A. Yes, sir.

14 Q. And then where does it quitclaim -- what's  
15 the date of that deed from Fannie Mae to you?

16 A. I don't know.

17 Q. This deed that we're looking at in Exhibit  
18 JJ is dated when?

19 A. July 24.

20 Q. So the deed from Fannie Mae to you is prior  
21 to July 24, 2012. Would that be accurate?

22 A. Yes, sir.

23 Q. And then on July 24th of 2012, you deeded  
24 this property to whom?

25 A. Myself.

1           Q.    Yourself.  As how?  How do you hold title  
2   to this property?

3           MR. CULOTTA:  I'm going to object to the  
4   extent that it calls for a legal conclusion.  I think  
5   you're trying to get her to answer something in a legal  
6   manner that she is not qualified or able to answer.

7           Q.    You have a certain -- you have a right to  
8   reside in 1104; is that correct?

9           A.    I do.

10          Q.    When does that right expire?

11          A.    When I die.

12          Q.    So you have a life estate in unit 1104?

13          A.    Yes, sir.

14          Q.    Upon your death, who does the deed transfer  
15   to?

16          A.    Deborah Zipperle.

17          Q.    Deborah Zipperle.  And on this deed, was  
18   any consideration paid to you by Deborah Zipperle,  
19   according to this deed?

20          A.    No, sir.

21          Q.    Okay.  You've testified that Mr. Zipperle  
22   provided you the funds to purchase 1104 -- some of the  
23   funds to purchase 1104.  And then you ultimately gave his  
24   wife Deborah a quitclaim deed, and it gives you the right  
25   to live in the home as a life estate; correct?

1 A. Yes.

2 Q. You've also testified that you started  
3 repaying Mr. Zipperle for the money that he provided to  
4 you. When did you start making those payments?

5 A. When I sold 603.

6 Q. And when did you sell 603? I believe you  
7 testified --

8 A. I think the closing was September.

9 Q. Shortly after you purchased 1104?

10 A. Yes.

11 Q. To best of your knowledge, did Kevin  
12 Zipperle also file a certification to live in unit 1104?

13 MR. CULOTTA: I am going to object. It  
14 gets into things that are already addressed. We are not  
15 going to discuss. Go ahead and take the --

16 A. On advice of counsel, I will take the Fifth  
17 Amendment.

18 MR. CULOTTA: For the record, there are  
19 documents that are attached to you-all's Complaint that  
20 speaks for themselves, and we can address those at a later  
21 date.

22 Q. If two people filed a certification to live  
23 in a property, would it be safe to say that they are  
24 cohabitating in that property?

25 MR. CULOTTA: I'm going to again instruct

1 her not to respond.

2 A. On advice of counsel, I will take the  
3 Fifth.

4 Q. You've previously testified that you  
5 currently live in 1104; correct?

6 A. Yes, sir.

7 Q. And you also get the homestead exemption on  
8 your property taxes for 1104?

9 A. Yes, sir.

10 Q. Do you get the homestead exemption on any  
11 other unit in The Harbours?

12 A. No, sir.

13 Q. No? Did anybody else claim 1104 for a  
14 homestead exemption?

15 A. No, sir.

16 Q. All right. I'm going to step back.

17 Prior to your purchase of 1104, who is the  
18 initial listing agent that you contacted, or did you use  
19 more than one agent to place bids here?

20 A. I used Diane Mayfield.

21 Q. Okay. Did you use any other agents, or did  
22 you place bids through any other agents?

23 A. A lady named Paige Pearman was  
24 involved initially.

25 Q. Okay. And did you switch from Miss

1 Pearman to Miss Mayfield?

2 A. Miss Pearman gave up her license. She  
3 could no longer do real estate.

4 Q. All right. So you didn't necessarily  
5 switch? It was switched forcefully?

6 A. A forced switch, yes.

7 Q. Okay. You stated that there is still  
8 approximately a \$25,000 balance. Are you making payments  
9 in installments, or what is the nature of your payment to  
10 Mr. Zipperle for 1104?

11 A. There is no set installment, no.

12 Q. Kind of at your leisure?

13 A. Uh-huh. Yes, sir.

14 Q. Okay. All right. Who pays the property  
15 taxes on 1104?

16 A. I do.

17 Q. Who pays your homeowner's association  
18 installments on 1104?

19 A. I do.

20 Q. To the best of your knowledge, Mary Lou,  
21 does Frank Prell still own a condominium at The Harbours?

22 A. I don't believe he does, no, sir.

23 Q. Do you know if he still owns parking spots  
24 at The Harbours?

25 A. No, sir, I don't believe he does.



1 Q. And you have been to law school; correct?

2 A. I have been to law school many years ago.

3 Q. Okay. Are you familiar with the term  
4 fiduciary duty?

5 A. I have heard it.

6 Q. What does that mean to you?

7 A. It's your entrusted with property belonging  
8 to other people, and you do the best you can to take care  
9 of it.

10 Q. And would a member of the homeowner's  
11 association have a fiduciary duty to the homeowners of  
12 that association?

13 A. Yes, sir.

14 Q. What properties would they be managing that  
15 did not belong to them?

16 A. I don't know what you mean.

17 Q. Your definition of fiduciary duty would be  
18 somebody that has an interest, or looking after the  
19 interest of another person, to paraphrase it?

20 A. Okay. Well, the common areas of the  
21 condominium association.

22 Q. Would maintaining the finances, would there  
23 be a fiduciary duty for that?

24 A. Yes, sir.

25 Q. Would there be a fiduciary duty for

1 personal property perhaps owned, like office equipment?

2 A. I would assume that would fall under it.

3 Q. Okay.

4 MR. SCHILLING: I don't have any more  
5 questions for you, Mary Lou. I'd ask you to take a deep  
6 breath. I don't know if co-counsel has any questions for  
7 you. If you have any questions of me, I'll gladly answer  
8 them, or I'm sure your counsel may have some questions.

9 MS. BELLER: I have a couple of questions I  
10 would like to follow up on.

11

12 DIRECT EXAMINATION,

13 QUESTIONS BY JENNIE BELLER:

14 Q. Did you ever meet Paige Pearman?

15 A. No, ma'am.

16 Q. You never met her?

17 A. No, ma'am.

18 Q. So is it safe to assume that in the  
19 purchase of 1104, the initial working with Paige Pearman,  
20 that Kevin handled all of those arrangements?

21 MR. CULOTTA: I'll object to extent that  
22 there has not been anything elicited that they worked  
23 together for the purchase of 1104.

24 Q. Who did you put the -- okay. On numerous  
25 occasions today you've asserted your Fifth Amendment

1 privilege, on the advice of counsel, regarding the  
2 transaction for the purchase of 1104. Who handled most of  
3 that for you?

4 A. Diane Mayfield.

5 Q. So there was someone else involved prior to  
6 that; correct?

7 A. Yes, ma'am.

8 Q. And that was Paige Pearman?

9 A. Well, the property was on the market, and  
10 it was taken off, and then I really got into it with Diane  
11 Mayfield after it came back on the market. Fannie Mae  
12 took it off the market, and it was off the market when I  
13 really got into it.

14 Q. Okay. We have some documents that I would  
15 kind of question that, but you have asserted your  
16 privilege on that, so I won't go into that.

17 When we have been talking about condominium  
18 1104 that you currently reside in, that's referring to  
19 what was previously known as 1103 and 1104; is that  
20 correct? The combined unit is now known as 1104; is that  
21 correct?

22 A. Yes, ma'am.

23 Q. Okay. You've testified that your quitclaim  
24 deed, you gave yourself a life estate, and you give the  
25 remainder to Deborah Zipperle upon your death. But that

1 was for what was known as condominium 1104?

2 A. Yes, ma'am.

3 Q. How do you reside -- by what right or legal  
4 claim do you reside in that half which was formerly known  
5 as 1103?

6 A. 1103 was deeded to me.

7 Q. By whom?

8 A. Mr. Zipperle.

9 Q. And how was that deeded to you?

10 A. Mary Lou Trautwein-Lamkin.

11 Q. For a life estate?

12 A. The two of them are combined together as  
13 one life estate, yes, ma'am.

14 Q. Okay. Are you paying for the full purchase  
15 amount -- are you paying Mr. Zipperle back the full  
16 purchase amount for 1103 and 1104, or are you only paying  
17 him back for the purchase -- the half that you purchased?

18 A. The half that I purchased.

19 Q. Okay. So you're receiving a pretty good  
20 benefit from Mr. Zipperle?

21 MR. CULOTTA: Objection.

22 Q. You're living in half a condominium; is  
23 that correct?

24 A. I am also paying all of the expenses, and  
25 the taxes, and everything else.

1 Q. But you're living there solo, and you pay  
2 for half of it, although you are paying the taxes and  
3 insurance. But that's correct, though?

4 A. That is correct.

5 Q. Are you paying any interest? Is there any  
6 recorded document that says you're paying so much interest  
7 for the loan that Mr. Zipperle made for you?

8 A. No, ma'am.

9 Q. Did you have a written agreement with  
10 Mr. Zipperle?

11 A. Not an official written agreement, no,  
12 ma'am.

13 Q. Just a handshake, if that?

14 A. Well, it's more his wife.

15 MR. SCHILLING: Is there a written  
16 agreement document?

17 MR. CULOTTA: If you-all are going to tag  
18 team here.

19 MS. BELLER: Okay. We'll watch that.

20 Q. Is there an agreement?

21 A. At one point in time there was a paper, but  
22 I have no idea where it is.

23 Q. Okay. Now, I wanted to go back to just a  
24 couple of things for some clarification.

25 When you bought your two parking spaces for

1 a combined price of \$22,000, you paid the price that the  
2 developer was asking; is that correct?

3 A. Well, actually, it wasn't quite the full  
4 price. He really want 15,000 for indoor parking.

5 Q. Okay.

6 A. And both of those spaces were indoors.

7 Q. But you were able to get one negotiated  
8 down because it was a smaller space?

9 A. Yes, ma'am.

10 Q. Okay. But you did pay the full price on  
11 one of them?

12 A. I guess that's how he looked at it. I  
13 really -- I don't know whether he put the two of them  
14 together and divided it, or how he did it.

15 Q. Okay. I want to go back to another  
16 question.

17 You said that you took minutes -- according  
18 to Mr. Farnsley, that you took minutes, and recorded  
19 everything except when the board went into executive  
20 session?

21 A. Yes, ma'am.

22 Q. Did you note in your minutes when the board  
23 was going into executive session?

24 A. Well, we didn't always have a regular board  
25 meeting before executive sessions.

1 Q. So sometimes there may be meetings that  
2 where there was an executive session, but there is no  
3 record of the meeting -- of the executive session?

4 A. Right.

5 Q. There is no record that it happened?

6 A. No, ma'am. That's true. Sometimes in the  
7 minutes I think you will find that the next meeting Mr.  
8 Farnsley will say we covered so and so.

9 Q. In executive session?

10 A. Yes, ma'am.

11 Q. Okay. But that won't always occur. In  
12 fact, there may never be a paper trail of an executive  
13 session?

14 A. That's true.

15 Q. Okay. When did you decide you wanted to  
16 live in 1103, 1104?

17 A. I don't know exactly. Debbie and I were  
18 out someplace, and I was having a terrible time being in  
19 603 and 604 because it was where I had lived with my  
20 husband. I wanted out of there, and some way or another  
21 the discussion came up with the two of us. She went back  
22 to her husband, and things just evolved from there.

23 Q. Okay.

24 MS. BELLER: Okay. I don't have any other  
25 questions.

1 MR. CULOTTA: I just have a couple.

2

3 CROSS-EXAMINATION,

4 QUESTIONS BY CLAY CULOTTA:

5 Q. It kind of goes to a couple of things that  
6 you were just referring to with regard to meeting minutes.

7 And you had indicated that Mr. Farnsley at  
8 some point in time, some of the meetings -- some of the  
9 minutes were more detailed than others. And at some point  
10 in time, he had said -- he had suggested paring those  
11 down. Would that be fairly accurate?

12 A. He and (former property manager's name removed) together,  
13 yes.

14 Q. Okay. So that the information that now --  
15 or after that discussion occurred, were things that you  
16 believed to be of interest, that might be of a greater  
17 interest, or of any interest?

18 A. I don't know that I made that decision,  
19 but...

20 Q. Did somebody look to you and say, Mary Lou,  
21 let's take this part down, or was it pretty much mostly  
22 just motions, and that kind of stuff, that ended up making  
23 it into the minutes after that?

24 A. Mostly motions.

25 Q. So discussions that might have occurred at  
26 various meetings after that never really made its way into



1 the minutes?

2 A. That's true.

3 Q. So while they are correct and accurate as  
4 to what's there, they are not complete as to what occurred  
5 at the meetings?

6 A. Not every word that was said, no, sir.

7 Q. Okay. There was a discussion with regard  
8 to the parking spaces being -- that were a part of the --  
9 that the developer was providing to the association to  
10 sell, to try to offset the cost of having the balconies  
11 painted. Do you recall that conversation?

12 A. Yes, sir.

13 Q. Do you recall Mr. Prell coming to the  
14 board, or how Mr. Prell's interest became known to the  
15 board, that he was interested in purchasing those spaces  
16 in a block?

17 A. He came through (former property manager's name removed).

18 Q. And do you recall any discussions among the  
19 board members as to the sale of those lots to -- those  
20 spots to Mr. Prell?

21 A. I think it came through telephone calls to  
22 the board members.

23 Q. And do you recall any discussions between  
24 board members about the idea of selling those spaces to  
25 Mr. Prell in a block?

1           A.    Not necessarily the entire board, as a  
2 board.  But I think most of the people on the board felt  
3 that it was a good deal, because otherwise those parking  
4 spaces would probably be sitting there today.

5           Q.    And you believe that the board, in a group,  
6 acted in the best interest of the homeowner's association  
7 when they sold those spaces to Mr. Prell?

8           A.    Absolutely.

9           Q.    And there was discussion with regard to  
10 Exhibit T, which was the grid, or whatever you want to  
11 call it, regarding the price lists.

12          A.    Yes, sir.

13          Q.    And there was discussion about spot five,  
14 and that Mr. Zipperle owned spot five, and if he received  
15 \$8,500 for that spot.  Is there any way to know whether or  
16 not he would have taken a loss on that sale?

17          A.    That was what I was trying to say.  No,  
18 there would not be.

19          Q.    So there is no way to know whether -- just  
20 because these minimum prices were here, whether or not  
21 there would be any -- as the State's tried to allege, any  
22 kind of monetary benefit to the person selling them?

23          A.    That's correct.

24          Q.    When (former property manager's name removed) worked on-  
25 site at The Harbours, do you know whether or not she punched a time

1 clock or kept time sheets?

2 A. She did not punch a time clock.

3 Q. Does anyone in the office staff punch a  
4 time clock or keep a time sheet, to your knowledge?

5 A. I believe that the -- like the people that  
6 work, cleaning up. And I think they put their times down.

7 Q. Okay. To your knowledge, after -- so am I  
8 to understand then that (former property manager's name removed)  
9 only began keeping her time after she started working off-site?

10 A. Yes, sir.

11 Q. And was there any discussion -- or was  
12 there any belief by the members of the board, that  
13 (former property manager's name removed) was not doing the work  
14 that she was being paid to perform?

15 A. Not that I know of.

16 Q. Was every task that she was being requested  
17 to perform being completed, or at least to the extent that  
18 it was being required for by the board, or whomever she  
19 was reporting to?

20 A. She was keeping the books, and that was  
21 what we needed.

22 Q. And did you-all ever receive any complaints  
23 from anyone that indicated that they were either not  
24 getting paid, or that things -- checks were bouncing, or  
25 were there any complaints ever with regard to services

1 that she was supposed to have been providing?

2 A. Not that I know of.

3 Q. With respect to (former property manager's name  
4 removed) or - what was the other lady, the secretary in the office -  
5 is there a paid -- is there, I guess, some personnel file  
6 that indicates what that individual is to receive each  
7 month, or compensation for their services?

8 A. I'm sure there is a file of some sort.

9 Q. And I'll say it this way. This is a  
10 personnel file and it says that (former property manager's name  
11 removed) is supposed to receive \$30,000 a year, or whatever?

12 A. They have some agency that keeps track of  
13 time, and all of that sort of thing, and it issues the  
14 checks, I believe.

15 Q. Okay. So (former property manager's name removed) did  
16 not have the ability to alter or -- as the discussion was had regarding  
17 the budget when the finance committee and the board were  
18 looking at it, if an unusual number came up with regard to  
19 salaries, that would have been something that would have  
20 been caught by the finance committee or board?

21 A. Correct.

22 MR. CULOTTA: I have nothing further.

23 MR. SCHILLING: I just have two or three  
24 brief questions regarding the executive sessions.

25

1 REDIRECT EXAMINATION,

2 QUESTIONS BY PAUL SCHILLING:

3 Q. You testified that you didn't keep the  
4 records or the minutes for executive sessions?

5 A. Correct.

6 Q. Was there notice provided for when there  
7 would be executive sessions?

8 A. Notice to whom?

9 Q. To the residents of The Harbours?

10 A. No, sir, because they would come up -- most  
11 executive sessions dealt with lawsuits and personnel  
12 problems.

13 Q. Okay. Was there generally an agenda for  
14 homeowner's association meetings provided outside the  
15 door, or before the meetings?

16 A. The homeowners did not come to the board  
17 meetings.

18 Q. So the homeowners couldn't attend board  
19 meetings?

20 A. Not after we had the altercation with one  
21 of the homeowners.

22 Q. When was that?

23 A. I don't know. I almost got hit with a  
24 gavel. That much I can tell you.

25 Q. Intentionally or accidentally?

1 A. Intentionally.

2 Q. All right. Were these separate sessions  
3 then? I mean, who -- how would -- what would delineate  
4 between a regular session and an executive session?

5 A. We might have a board meeting, and  
6 something would come up that had to deal with one of the  
7 things that I just told you, and then we would adjourn and  
8 go into executive session.

9 Q. And who made that decision to adjourn and  
10 go into executive session?

11 A. The president.

12 Q. Anybody else?

13 A. Perhaps the legal counsel, because most of  
14 the time it was things that he had to do with.

15 Q. Okay. And was this something that was  
16 usually decided beforehand, that you do this in executive  
17 session, or was this --

18 A. Not always.

19 Q. Okay. So there was sometimes that  
20 something would pop up, or that might be a homeowner that  
21 would spur an executive session, for instance?

22 A. Yes.

23 MR. SCHILLING: That's extent of my  
24 questions. Thank you, ma'am.

25 MS. BELLER: May I ask one question for

1 clarification, just so I understand?

2

3 REDIRECT EXAMINATION,

4 QUESTIONS BY JENNIE BELLER:

5 Q. Now, there has been a lot of conversation  
6 today where there has been a comment that the board  
7 decided. Okay? Are all board decisions recorded as  
8 motions?

9 A. No, ma'am. I would say not.

10 Q. Okay. Is there any memorialization of a  
11 board's decision? Would that have been something that  
12 would have been put in the minutes?

13 A. I'm trying to think of examples of what  
14 you're asking, but I can't.

15 Q. To allow (former property manager's name removed)  
16 to take -- to work from home, to do the bookkeeping, and to take her  
17 vacation over a period of ten weeks, or whatever it was?

18 A. I think that was something that had to be  
19 done, because we had to have the bookkeeping done, and  
20 there was no one to do it.

21 Q. Okay. So there was no decision recorded.  
22 It just happened?

23 A. It was an evolution of what had to happen.

24 MS. BELLER: Okay. I think that's all I  
25 need.

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MR. CULOTTA: We're done.

AND FURTHER THE DEPONENT SAITH NOT.

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MARY LOU TRAUTWEIN-LAMKIN



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25 MARY LOU TRAUTWEIN-LAMKIN

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25 MARY LOU TRAUTWEIN LAMKIN

1 STATE OF INDIANA )

) SS:

2 COUNTY OF SCOTT )

3 I, Angela Thompson Stidham, a Notary Public in and  
4 for the County of Scott, State of Indiana at large, do  
5 hereby certify that MARY LOU TRAUTWEIN-LAMKIN, the  
6 deponent herein, was by me first duly sworn to tell the  
7 truth, the whole truth, and nothing but the truth in the  
8 above-captioned cause.

9 That the foregoing deposition was taken on behalf of  
10 the Plaintiff at the offices of Culotta and Culotta, 815  
11 East Market Street, New Albany, Floyd County, Indiana, on  
12 the 18th day of November, 2013, pursuant to the Applicable  
13 Rules.

14 That said deposition was taken down in stenograph  
15 notes and afterwards reduced to typewriting under my  
16 direction, and that the typewritten transcript is a true  
17 record of the testimony given by said deponent; and  
18 thereafter presented to said deponent for his/her  
19 signature;

20 That the parties were represented by their  
21 aforementioned counsel;

22 I do further certify that I am a disinterested person  
23 in this cause of action; that I am not a relative or  
24 attorney of either party, or otherwise interested in the  
25 event of this action, and am not in the employ of the

1 attorneys for either party.

2 IN WITNESS WHEREOF, I have hereunto set my hand and  
3 affixed my notarial seal this \_\_\_\_\_ day of \_\_\_\_\_,  
4 2014.

5  
6

\_\_\_\_\_  
Angela Thompson Stidham

7

My Commission Expires:

8 May 27, 2017

9 County of Residence:

Scott

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