

Wayne P. Vaughn  
6473 Gillia Cir S  
Bartlett, TN 38135

April 27, 2006

Mr. Bernie J. Brown, Jr.  
Brown, Brasher & Smith  
Suite 2515 Clark Tower  
5100 Poplar Avenue  
Memphis, TN 38137-2515

Dear Mr. Brown:

I acknowledge the receipt of your letters dated October 31, 2005 and December 9, 2005. I also received Mrs. Savage's handwritten letter dated January 25, 2006 with postmark the following day. Your October 31, 2005 letter requested that I provide to you the portion of my wife's Will pertaining to your client, Mrs. Mabel M. Savage. Mrs. Savage is not named nor referenced by relationship within Kay's Will. Prior to your written request, I answered this question during our June 14, 2005 phone conversation and further confirmed the execution of Kay's Will in my July 18, 2005 letter to your client. Mrs. Savage verbally confirmed the receipt of my first letter and has mentioned receiving my other letters to several individuals.

My records reflect an incoming call from your office at 11:58 AM on June 14, 2005. The noted purpose of your call was to ask two questions. Your client dialed my phone number and turned the call over to you after announcing that you had questions for me. I did perceive your first question to be inappropriate. Your client had no involvement in the purchase of my home. Without establishing why, you asked about the deed naming structure of my home. You also asked about survivorship of bank accounts jointly held by Kay and myself. In addition to truthfully answering your questions, I explained to you that Kay and I both had reciprocal Wills. It was obvious that you asked these questions because your client pressured you. It would be helpful for me to understand why you perceived your questions to be appropriate.

Prior to your first letter to me dated October 31, 2005, Mrs. Savage received four letters from me dated July 18, 2005, August 9, 2005, August 10, 2005 and September 14, 2005. My first letter was a formal response to her numerous verbal claims. This letter provided detail regarding the execution of Kay's Will and established requirements for any further requests. Being that your letters ignore the content of mine, my presumption is that your client concealed from you the fact that she had previously received formal written responses to the same topics in which you wrote. This is significant because at 11:11 PM on August 9, 2005, your client recorded a threatening message on my office voicemail. Our phone service provider has permanently retained the message as a .wav file. Mrs. Savage states that it is my last opportunity to comply with her demands before I incur consequences. She repeats how it "won't be long" before "someone" unnamed will be unleashed. Others hearing the message say that it could be interpreted as a death threat. With your first letter following her recorded threat, apparently she was referring to you. Based on the recorded threat and the fact that your letters ignore the content of mine, I perceive your letters to be the execution of your client's recorded threat. Of course, I would have welcomed any and all letters from you that were truly respectful

of my wife's memory and me. Your first letter perpetuates Mrs. Savage's ridiculous insistence on having a right to pillage items from my home. When Mrs. Savage ended Edgar's life by euthanasia, a lethal dose of morphine, nobody approached her in such a disrespectful manner. In my July 18, 2005 letter to Mrs. Savage, I established requirements for making further requests and provided explanation.

I do understand what your client "may want". As explained to me by Mrs. Savage, she wants to take from my home all that she so desires. She also announced to me that she planned to have a yard sale at my home to convert all else to cash. Respectful? Mrs. Savage is motivated by greed and an attitude of superiority. To confirm this is as easy as asking her neighbors. Her own daughter, she treated as a servant and took far more from Kay than she ever gave. Falsely, your client portrays to others just the opposite. I can take everyone through the long list of exploitations, showing how your client always profited. Your client told me that she deserved to receive everything that she desired because of the many things that she did for Kay and I. I encourage Mrs. Savage to publish a list. The list that I created helped me to realize how extensively Kay was abused and manipulated by her mother. Anything appearing to be a kind gesture was bait for a larger manipulation. Kay discussed much with her friends and also talked about her mother's bad investment decisions and expenditures. Apparently, your client is desperate to profit from Kay's death. Your letter mentions gold jewelry, a mirror and clothing. These are things your client told me that she planned to sell. She now claims that these items are "very sentimental"? In all aspects of life, your client isn't who she portrays herself to be. Her conflict at Colonial Baptist Church is an example.

Your client was persistent about receiving Kay's medical records. She stated that she wanted to sue the doctors and hospital for wrongful death. As I agreed, I will provide a copy of the medical records to your client yet only after my attorney has thoroughly reviewed all that has transpired. Kay delayed seeking medical treatment because her mother was to leave for Florida the Tuesday prior to her death. Kay did not realize that she was risking her life by waiting. Times before, a procedure was performed to drain the fluid from her lungs and she would feel better until it accumulated again. Well before her birthday ten days earlier, Kay realized that the time to perform the procedure again was imminent. She decided to wait until her mother was out of town. As she spoke to friends on the phone, she commented on needing to get her mother out of town so that she could have the procedure. Mrs. Savage commonly involved herself in inappropriate ways. More so, Kay was concerned about her mother changing her travel plans to Florida and being blamed by her mother for the disruption. Kay also commented on how she looked forward to resting while her mother was away. These were often topics of conversation both with me and several of her friends. If not for the strained relationship between Kay and her mother, Kay would have made the appointment at least two weeks sooner. Your client was the foremost contributing factor in Kay's death yet foremost on your client's mind was profiting from Kay's death.

Mrs. Savage and I never once had a discussion about Kay's Will. Prior to your meeting with her June 14, 2005, my understanding is that she never asked because she did not think that Kay nor I had a Will. After the phone conversation between you and I that day, you informed your client of Kay's Will. During the week that followed your meeting, your client commented to several individuals that she was upset that Kay and I had Wills. Your client also commented on how she planned to come after me. I received calls from concerned individuals warning me of your client's statements and intentions. You are aware of your client's objectives.

I am appreciative of the fact that your letters seemingly limit her list to sentimental items. Much is documented within my prior letters to your client. The content is not repeated herein.

In addition to concerned individuals conveying warnings, several of your advisements to Mrs. Savage were also relayed to me. It is my opinion that you advised your client well. Before meeting with you, Mrs. Savage mistakenly believed that she would receive all owned by Kay including half of the joint assets belonging to Kay and I. It was after your June 14<sup>th</sup> meeting that I began to understand your client's confusion. Your question about my home was pivotal. I also remembered a time when Kay told me of her mother vowing to take all that she could from me should something happen to Kay. There were also decisions that your client made without consulting me because she believed that she would profit from Kay's death.

Before Kay and I married, you prepared a short document for your client. Through Kay, your client presented the document to me for signature yet I declined. Even prior to our marriage, your client attempted to latch onto assets not rightfully hers. Possibly, Mrs. Savage's confusion originated with your advisements surrounding that document many years ago. Prior to June 14, 2005, your client randomly mentioned items stating not to sell them. She did this even before Kay's funeral. It was obvious that she mistakenly believed the items to be ones that she would receive. Rather than asking, she was preoccupied with thoughts of me selling anything. I first reviewed the documents in my possession approximately a week after Kay's funeral. You and I spoke twelve days after Kay's funeral.

Your December 9, 2005 letter was highly inappropriate. If you had asked your client even basic questions, you would have learned that your client created the circumstances causing the delay. Mrs. Savage's statements and actions surrounding our gravesite, both Kay and myself, further illustrate her manipulative behaviors. Possibly, your client concealed from you the fact that her objective was to move Kay to another gravesite. I agreed to a meeting simply to discuss options. When I arrived, Memorial Park presented to me a new purchase order that I had not previously authorized and followed-up with a letter stating how Kay was not yet at rest. The marker order will be placed only after my attorney reviews this nonsense. All topics, in which you wrote, including the inscription, were previously addressed in writing. Again, your letters ignore the content of mine.

Her mother emotionally abused Kay throughout her life. One of Kay's closest friends referred to Mrs. Savage as Kay's "nemesis". She said that Kay's health problems, starting as a child, were the direct result of her mother's abuse. All transpiring between your client and I since Kay's death has been as Kay predicted. Mrs. Savage tormented Kay about many topics; inheritance was one that your client commonly leveraged over Kay. I now understand the depth of the abuse that Kay endured. In talking with friends, especially Kay's closest friends, several have provided details in which I was not previous aware. Even friends that were once students of your client, describe her as being controlling and abusive of her authority as a teacher. One said that she sought opportunities to make students fearful of her.

Mrs. Savage convinced her sister, Lee, to make a false written claim to receive an item in which she obsessed. Several years ago, your client gifted to me one gun previously belonging to Edgar. There was confusion about there being two guns documented in my letter to Lee dated September 15, 2005. There were items that Lee had loaned to Kay. Lee requested the return of the legitimate items yet added to the end of her list a fraudulent request for "2 Guns". Lee had never loaned to Kay or I any gun. Prior to receiving her letter, no

conversation had transpired between she and I about any gun. During a conversation that followed, Lee explained that your client years previously had given me her guns by mistake. Lee was manipulated to lie by her sister. When I received the gun, Kay identified it as one belonging to her father. In writing, I requested from Lee descriptions of the guns in which she claimed and a statement explaining how what she said came to be. Lee ignored my written request to substantiate her claim. During subsequent conversations, Lee did not again raise the topic of the guns. To date, I have received no retraction or apology. She told me not to worry about a missing chair that she was due to receive. With an accurate appraisal of the found chair, I wish to reimburse the fair and reasonable cost. Any consideration will be after accountability for her actions so tremendously disrespectful of Kay's memory.

Prior to the gun conspiracy, Lee offered herself as a mediator. The term she used was "referee". I politely declined. Unlike the situation with the gun where Lee was a knowledgeable and active participant, all began with your client convincing Lee that she could arbitrate resolution. Of course, you had already confirmed that you couldn't legally assist with her objectives so she lied and created false scenarios. Similar to her ongoing torment of Kay, your client continued with every possible manipulation within her grasp. Over time, Mrs. Savage manipulated Lee into agreeing to and participating in the fraudulent gun claim. In conjunction with her recorded threat, she hoped that your letters would intimidate me. Should there be another viable explanation for why your letters ignore mine, I would certainly welcome it.

Beyond the ethical reasons, Lee has no legal background to arbitrate any issue. Many years ago, Lee asked Kay to collect her mail while she was out of town. Kay noticed a high volume of junk mail that she received daily. There were also several small packages and magazines. This was a huge concern because most people don't receive such volumes of mail unless they are targeted. When Lee returned, Kay explained mail scams to her. Lee responded by saying that she had won several prizes and that all were legitimate. I also recall Lee being insistent that she had won a major prize that she had not yet received. Of course, no grand announcement materialized. Kay told many people in hopes of someone helping Lee with her addiction. It simply wasn't the case that I could trust Lee's judgment regarding legal matters.

Regarding the portrait mentioned in your first letter, I have only one 5x7 of a portrait in which your client has a much larger size. There is no mistake as to which portrait you referenced. While visiting, Mrs. Savage saw the portrait in my home and questioned Kay. Your client took what she wanted when the studio closed and Kay provided other portraits when her mother wanted to display them. My understanding is that your client was upset to learn that Kay retained this one smaller copy. When I last visited your client's Kirby Pines home, the same larger portrait was displayed in her hallway and several other portraits were displayed throughout her home. I anticipate that some portraits belonged to Kay with them being loaned upon request rather than gifted. The absurd aspect is your client having every portrait and asking to receive the only portrait in my possession that she clearly knows to be a smaller copy of one that she already possesses. In your letter, Mrs. Savage doesn't offer to me any portrait copies. I have extreme difficulties believing that your client intended to be respectful, as you had indicated. The true intention of your letter more closely aligns with her recorded threat.

No prints were ever "made at the studio". All printing was outsourced so this reference is confusing. Also confusing is your reference to "some gold jewelry". How "very sentimental" can gold jewelry be if not specifically identified? Mrs. Savage talked of selling Kay's gold

jewelry. When she told me of her plans to have a yard sale at my home, she cited Kay's clothing as an example of "all else". Sentimental? I personally gifted many items to your client, including some of Kay's costume jewelry, when her only loaned item was returned approximately forty-five days prior to your first letter. No expressions of gratitude are necessary yet I do formally request an itemized receipt acknowledging the items that I gifted to your client between the dates May 30, 2005 and October 31, 2005. Being that I gifted several pieces of costume jewelry to your client the month prior to your letter, it would be helpful for me to understand why your letter ignores this fact. I sense that Mrs. Savage is falsely portraying what she has received. Verbally, your client requested many items that I did provide to her. Unopened bottles of vitamins are an example. I also gifted to your client items that I felt Kay would have wanted her to have.

The statement about the wine decanter "one was for Mrs. Savage" can't be truthful. Kay commented on several occasions her joy in having a matching set. Visitors to our home admiring the decanters prompted her comments. I don't doubt that Mrs. Savage was with Kay when she purchased the decanters. It does seem likely that your client told Kay that she wanted one. Nothing indicates that Kay gifted one of the decanters to your client. Kay's comments and the extended period of time in Kay's possession do not support your client's claim. Why would Kay buy a gift for her mother yet keep it for a year or so with no intention of giving it to her? Of course, if the decanter had been "for" your client, it would have been promptly provided to her similar to the only loaned item, a sofa table.

Like the unopened bottles of vitamins, Mrs. Savage told me that she planned to return the mirror for a refund. The mirror was a gift to Kay, Christmas 2004 as I recall. Mrs. Savage asked Kay what she wanted and Kay specifically selected it. Your client executed the purchase. I don't understand how the mirror would be "very sentimental" to your client. Items Kay received from her mother may have seemed to be gifts yet most were payment in exchange for services rendered. Your client would ask Kay to do various tasks with the promise of being rewarded. When Kay and her mother fought, it was commonly over something Kay refused to do or the reward promise being broken. This is highly complex and there are several aspects that my attorney will review with your client.

In Mrs. Savage's handwritten letter dated January 25, 2006 she writes, "I have written several letters to try to answer many questions but was not in a mood to respond to your accusations in a pleasant manner." I do now require explanations regardless of your client's mood. Your client's foremost threat was character defamation. She stated this as me losing the love of the family if I didn't comply with her demands. In a phone conversation, Lee mentioned topics that were falsely portrayed. Lee believed the statements to be true as conveyed to her by your client. Mrs. Savage has executed her foremost threat. It is important for family members and friends to be informed of all that has transpired and to learn the truth about those topics that you client has maliciously distorted.

I would certainly understand should your client wish to contest Kay's Will. After Mrs. Savage's mistaken presumption of receiving so much belonging to Kay, she was upset after meeting with you June 14, 2005. Your client had the opportunity to have honest conversations with me yet she chose instead to attempt lies, deception, theft and intimidation. She even solicited the help of her sister. During one phone conversation, your client told me that because Kay and I were "only married 16 years", she was entitled to receive everything belonging to Kay. Respectful? Mrs. Savage utilizes private conversation to say whatever she wishes without

restraint. Any further conversation between she and I will be at a scheduled meeting with my attorney present.

Due to your client's foremost threat and the content of Kay's Will, my attorney should first have the opportunity to take statements from family members and friends. These statements will confirm the execution of her threat. Afterwards, I'll publish Kay's Will to everyone desiring a copy. Although your client is not named or referenced, Kay more specifically emphasized her bequests to me. The list exactly matches the items that your client obsessed. Kay talked of her mother's torment. I believe that Kay emphasized the items because of her mother's torment and abuse. The statements should affirm the items in which your client obsessed. Sadly, Kay anticipated the possibility of this conflict.

I was ill with the flu the second half a February. My father was hospitalized most of March and my sister's wedding was March 25<sup>th</sup>. With April came tax season, from both a company and personal perspective. I am now prepared to provide to my attorney everything needed to start the review. Please convey to Mrs. Savage my apologies for the delay. Soon, she will have the opportunity to discuss anything that she wishes to receive from me with my attorney. My attorney may also have questions of her. Should Mrs. Savage elect to utilize your services for this purpose, I would most appreciate a brief letter affirming assignment.

Best regards,

[Signature on original]

Wayne P. Vaughn