



AMERICAN **BAR** ASSOCIATION

Law Student Division

ARBITRATION COMPETITION

2021–2022 CASE FILE

KADIN DAVIS,
Claimant,

v.

REESE DAVIS,
Respondent.



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NEW DOVER ARBITRATION BOARD

In the Arbitration Between DAVIS v. DAVIS

Overview of the Case

This case involves an arbitration of a dispute between siblings Kadin Davis and Reese Davis regarding a challenge to the will of their mother, Cynthia Davis. The parties have stipulated the arbitration be held before the New Dover Arbitration Board and conducted pursuant to the laws of New Dover and in accordance with the 2021–2022 Rules of the American Bar Association, Law Student Division, Arbitration Competition. The parties, as well as all witnesses, are gender-neutral, fictional, and have no relation to any existing individuals or organizations of the same or similar names. Claimant Kadin Davis filed this Demand for Arbitration on June 14, 2021.

Legal Background

This case takes place in the fictional jurisdiction of fifty-first state, New Dover. New Dover is a common law jurisdiction.

Case File

The case file consists of the following materials:

- Kadin Davis' Demand for Arbitration
- Reese Davis' Statement of Answer and Defenses

Exhibit A	Summary of Deposition testimony of Kadin Davis, Claimant
Exhibit B	Summary of Deposition testimony of Reese Davis, Respondent
Exhibit C	Summary of Deposition of Camden Frank, who will testify for Kadin Davis
Exhibit D	Summary of Deposition of Jude McGrath, who will testify for Reese Davis
Exhibit E	March 29, 2021 Last Will and Testament of Cynthia Davis
Exhibit F	October 13, 2008 Last Will and Testament of Cynthia Davis
Exhibit G	Email Messages between Kadin Davis and Cynthia Davis
Exhibit H	Journal Entries written by Reese Davis

- Exhibit I Valuation of Crust to Crust, Inc. by jointly retained expert
- Exhibit J Text Messages between Kadin Davis and Camden Frank
- Exhibit K Tranquil Gardens Patient Chart
- Exhibit L Legal References – General

No other documentary evidence, testimony, or information is available. Information from prior competition problems is neither relevant nor applicable to the current year's problem.

New Dover Arbitration Board

Name, address, and phone number for

Claimant:

Kadin Davis

1579 Huron Ave, Apt. 1201
Port Adair, New Dover 11126
200.768.5309

DEMAND FOR ARBITRATION

Number: 2021-0101

Name, address, and phone number for

Respondent:

Reese Davis

1579 Huron Ave, Apt. 312
Port Adair, New Dover 11113
200.490.8800

Filing Date: June 14, 2021

RESPONDENT: A Demand for Arbitration has been filed with the New Dover Arbitration Board. Respondent has 30 days to file an answering statement and any counterclaims.

This Demand for Arbitration is filed on behalf of Claimant Kadin Davis against Respondent Reese Davis.

Claimant states:

1. Claimant Kadin Davis (Claimant or Kadin) is a resident of Port Adair, New Dover. Respondent Reese Davis (Respondent or Reese) is a resident of Port Adair, New Dover.
2. Claimant Kadin and Respondent Reese are siblings. This dispute concerns the estate of their mother, Cynthia Davis (Mother or Decedent), who passed away on April 13, 2021. Kadin and Reese have no other siblings, and no other persons or organizations are beneficiaries to the estate.

Statement of Arbitral Jurisdiction

3. According to Article 14 of the March 29, 2021 Last Will and Testament of Cynthia Davis (March 2021 Will), all disputes relating to the will shall be subject to arbitration and instituting court action would negate a beneficiary from any inheritance. Despite the dispute relating to the validity of the March 2021 Will,

both parties voluntarily submit to arbitration and the jurisdiction of the New Dover Arbitration Board.

Claim One: Undue Influence

4. On October 13, 2008, Mother executed a Last Will and Testament (October 2008 Will). Under the October 2008 Will, Mother named Kadin as the Executor of her estate and divided the estate equally between Kadin and Reese. The equal division of property specifically included Mother's sandwich-shop business, Crust to Crust, Inc., and all assets related to the business.
5. Mother was diagnosed with a brain tumor—advanced, Grade 4, inoperable brain cancer—on or about January 11, 2021, at Port Adair North Hospital. All treatment from that time forward was palliative.
6. Mother remained at Port Adair North Hospital until she was transferred to Tranquil Gardens Rehabilitation Facility in Port Adair on or about January 19, 2021.
7. Prior to January 2021, Kadin and Mother had a loving and fulfilling parent/child relationship. Although not living in Port Adair during most of Kadin's adult years, Kadin met with Mother in person roughly twice per year and talked on the phone roughly weekly. Kadin and Mother also maintained communication by email and text messaging.
8. Kadin and Reese both knew the contents of the October 2008 Will. Both siblings knew that Mother intended to split all her assets, including her business, equally between them.
9. Mother had significant mental and physical decline from January 11 until her death on April 13, 2021. The decline was steep and immediate.
10. After Mother was hospitalized and later transferred to a facility for palliative care, Reese denied Kadin access to Mother, including limiting phone calls and electronic means of communication.
11. Reese was in a confidential relationship with Mother.
12. Mother lacked capacity and was in a vulnerable condition to execute a will.
13. On March 29, 2021, Mother executed the March 2021 Will under the undue influence of Reese. Reese unduly influenced Mother to change the Executor designation from Kadin to Reese. Reese also used undue influence to be named the sole beneficiary of Crust to Crust, Inc. Reese's undue influence overcame Mother's free will that otherwise would have left the entirety of Mother's estate in equal shares to both children and Kadin as Executor as set forth in the 2008 Will.

Claim Two: Sale of Business (Dissolution Action)

14. Upon information and belief, insufficient liquid assets exist to provide Kadin a one-half share of the estate.
15. A sale of Crust to Crust, Inc., is the only way to provide Kadin with the appropriate share of inheritance due to Kadin.

Demand for Relief

16. Kadin Davis requests the Arbitration Board invalidate the March 2021 Will and reinstate the October 2008 Will.
17. Kadin Davis asks the Arbitration Board to order a sale of Crust to Crust, Inc., so that liquid assets will be available to satisfy Kadin's half share of the estate.
18. Kadin Davis asks the Arbitration Board to divide the Decedent's estate equally between Kadin and Reese.

Claimant's Oath of Authenticity:

I, Kadin Davis, assert, under penalty of perjury, that the facts supporting the Claim and the supporting Documents are accurate and correct.

Claimant's Signature:

Date: 6/14/2021

/s/ *Kadin Davis*

Kadin Davis

New Dover Arbitration Board

Claimant:

Kadin Davis

1579 Huron Ave, Apt. 1201
Port Adair, New Dover 11126
200.768.5309

STATEMENT OF ANSWER AND DEFENSES

Respondent:

Reese Davis

1579 Huron Ave, Apt. 312
Port Adair, New Dover 11113
200.490.8800

Record Number: 2021-0101

(As it appears on Initial Claim)

Filing Date: July 9, 2021

Reese Davis (Respondent) hereby submits the following Statement of Answer and Defenses.

I. STATEMENT OF ANSWER AND DEFENSES

1. Admit.
2. Admit.
3. Admit.

CLAIM ONE: UNDUE INFLUENCE

4. Respondent admits that Cynthia Davis (Mother) executed a Last Will and Testament on October 13, 2008 (October 2008 Will), dividing her estate equally between Respondent and Kadin Davis (Claimant), Mother's only two children.
5. Respondent admits that Mother was diagnosed with inoperable brain cancer on or about January 11, 2021 but is without sufficient information or expertise to know Mother's exact medical treatment.
6. Admit.
7. Respondent is without sufficient information to admit or deny allegations set forth in paragraph 7. Respondent affirmatively states that at that time, Claimant lived out-of-state. Respondent was responsible for managing all of Mother's care from this point until her death on April 13, 2021. Respondent helped Mother make decisions, such as transitioning to a palliative care center and ultimately back

home with hospice care. At no point did Respondent unduly pressure Mother regarding her care.

8. Admit knowledge of provisions of Mother's 2008 Will. Respondent affirmatively states that at the time Mother executed the October 2008 Will, Claimant was 18 and Respondent was 12. At that time, neither sibling had extensive experience with Mother's sandwich-shop business Crust to Crust, Inc. (Crust to Crust). At that time, only Claimant was of age to take on the role of Executor.
9. Respondent admits that Mother's cognitive and physical abilities diminished over time. Mother took a sharp decline in early April 2021, after arriving home with hospice care.
10. Deny. Respondent affirmatively states that Respondent did not limit contact between Kadin and Mother.
11. Respondent is without information or belief as to what facts constitutes a confidential relationship for purposes set forth in the allegation and therefore denies allegations set forth in paragraph 11. Respondent affirmatively states that Respondent did spend significant time caring for Mother during her final months. Respondent lived with Mother, worked together, and were highly involved in each other's lives. Respondent transitioned to the role of caregiver when Mother was diagnosed with cancer.
12. Deny. At no time prior to Mother's death did Claimant suggest that Respondent's care of Mother was inappropriate or overreaching.
13. Respondent admits that Mother executed the March 2021 Will on March 29, 2021 and denies any undue influence over Mother at the time Mother executed the March 2021 Will. Respondent further states that Mother had the legal capacity necessary to execute a will. Respondent denies remaining allegations.

CLAIM TWO: DISSOLUTION ACTION

14. Respondent denies Claimant's entitlement to one-half of the estate and further states that Crust to Crust, Inc., should be awarded solely to Reese per the March 2021 Will.
15. Deny, and affirmatively state that a sale of Crust to Crust, Inc., would irreparably harm the business.

DEMAND FOR RELIEF

16. Respondent requests the Arbitration Board to enforce the March 2021 Will.

17. Respondent requests the Arbitration Board to enforce Article 4 of the March 2021 Will and award 100% ownership interest of Crust to Crust, Inc., to Reese.
18. Reese Davis asks the Arbitration Board to deny Kadin's request for a sale of Crust to Crust, Inc.

II. AFFIRMATIVE DEFENSES

1. Claimant fails to state a claim upon which relief can be granted.
2. Respondent reserves the right to raise any and all applicable affirmative defenses at the hearing.

Respondent's Oath of Authenticity

I, Reese Davis, assert, under penalty of perjury, that the facts supporting this Statement of Answer and Defenses are accurate and correct.

Respondent's Signature:

/s/ Reese Davis

Reese Davis

Date: 7/9/2021

EXHIBIT A

SUMMARY OF THE DEPOSITION OF KADIN DAVIS

The following is a summary of the deposition testimony of Kadin Davis. The deposition was taken on August 9, 2021, in the offices of the lawyers for Reese Davis.

1 My name is Kadin Davis and I moved back to Port Adair in April 2021, shortly before my mother's
2 death. I am 30 years old, and not married. I am roughly five years older than my sibling Reese,
3 and we do not have any other siblings. I haven't seen our father, Mark West, in over 20 years. He
4 never married my mother, Cynthia Davis.

5 Mom opened her store, Crust to Crust, when I was 10. She was so proud to own her own business,
6 and I was proud of her. I worked there part time when I was in high school, and I used the money
7 I made from that job to help pay for college.

8 After I graduated high school, I moved from Port Adair to Landonville to go to New Dover
9 University. I would go home on school breaks and summers and help Mom out at the store. Back
10 then, there were times when Mom would ask my advice about business issues, but not very
11 frequently. I helped one of my lifelong friends, Camden Frank, get a job at Crust to Crust at least
12 twelve years ago. Camden still works there full time. The two of us still keep up – mostly by
13 texting – and sometimes Camden talks about how things are going at the store.

14 I can't say that I always wanted to be a Nurse Anesthetist, but I don't regret any of my career
15 choices. I earned a Bachelor of Science in Nursing (BSN) in 2014 from New Dover University,
16 and I graduated in the top 1% of my class. My grades and test scores were good enough to get a
17 full-tuition scholarship to University of North Carolina – Chapel Hill, where I completed a
18 Master's of Nursing Science in 2016. UNC has one of the best schools in the country for nursing,
19 and a lot of Nurse Anesthetists come from that program. I stayed another two years in North
20 Carolina to complete an accredited nursing anesthetist program, and I received my licensure as a
21 Certified Registered Nurse Anesthetist (CRNA) in 2018.

22 Once I had my licensure, I wanted to travel. I was hired by TravelNursing, a prominent US-based
23 program that places nurses in high-demand situations, usually due to staffing shortages. The
24 program requires you to sign a contract with a hospital, usually lasting between 13 or 15 weeks,
25 and oftentimes renewable. I never *have* to take a contract; it's always my choice to go if I want or
26 pass if I don't. Traveling nurses make some of the best money in nursing, and a CRNA is among
27 the most lucrative nursing positions around. Since 2018, I've managed to make about \$140,000
28 per year, and the hospital pays for my apartment. Because I'm so busy, I don't have time to spend
29 a lot of money. I've even paid off my student loans and have already begun saving for retirement.

30 I usually worked about six months at a given location. Prior to March 2020, I worked in rural
31 Montana; Portland, Oregon; St. Louis, Missouri; and Dallas, Texas. In between each assignment,
32 I would go home for a few weeks to visit Mom and Reese. I didn't stay with them, though. Their
33 apartment only has two bedrooms, so I would stay at a vacation rental nearby. Sometimes I would
34 even rent a whole house, and Mom and Reese would stay a night or two with me so they would

1 have more space. I really looked forward to these visits. Up until recently, I thought we were a
2 close-knit family.

3 Work picked up in March 2020. As the country went into lockdown, hospitals had unprecedented
4 needs. I wanted to do everything I could to help. I thought that my country needed me, so when
5 the opportunity arose to work at a hospital in New York City, I knew I had to go. Mom pleaded
6 with me not to go, but I felt like it was my patriotic duty to help Americans in need. The New York
7 job required me to make a 26-week commitment, which was fine with me.

8 Mom was really worried about me those six months. I made a point to call her at least every week,
9 but I was exhausted, so we didn't talk long. I would work 60-hour weeks, and I didn't have much
10 to talk about. I would email her and text, but not right away. I might go days before I could even
11 answer one of Mom's texts.

12 After my contract in New York was up, I went back home again. This time wasn't like before. The
13 store was really struggling. They had to fire half the staff, but luckily Camden managed to stay
14 employed during the whole pandemic. New Dover and Port Adair still prohibited any indoor dining
15 at the time, so Mom had to transition the store to take-out only. Mom and Reese were working
16 more shifts to keep costs down. They both seemed a little depressed—they were working twice as
17 hard for less money. At one point, I offered Mom \$5,000 to help out in any way she needed, but
18 she flat-out refused. They didn't even stay at my rental this time because the store needed so much
19 of their time and attention.

20 In November 2020, I received a particularly lucrative opportunity to work in Miami, Florida, for
21 26 weeks. Florida was the epicenter of the pandemic at the time, and this job would be similar to
22 what I did in NYC. I felt called to go, but this time it wasn't because of a sense of patriotic duty.
23 This time it was because Mom and Reese were difficult to be around and I was ready for a winter
24 in Miami doing a job I'm good at. My contract was supposed to last until May 2021.

25 I did not make it home for Christmas in 2020, but I still called, emailed, and texted Mom when I
26 could. She was busy, too, and I didn't hear from her as much as I used to. By this time, we all
27 learned how to video call, so we did that during the holidays.

28 Reese called me on January 11 to tell me that Mom needed to go to the hospital with excruciating
29 head pain. I thought it was really unusual. Mom never got headaches or migraines, and I couldn't
30 imagine what was causing the problem. My first instinct was that she had a head injury of some
31 sort, but Reese said she didn't think Mom had hit her head.

32 The diagnosis came in pretty quickly. Port Adair North Hospital conducted multiple tests and scans
33 and found an inoperable brain tumor. The tumor was a glioblastoma, an aggressive, malignant
34 brain cancer. Science does not have a lot of answers for these types of tumors. There is no pattern
35 of behavior (including environmental patterns), health-related traits (such as obesity), or genetics
36 to predict who will develop a glioblastoma. Brain cancer usually presents in patients a decade or
37 so older than Mom but developing one at 52 is not unprecedented.

1 Because this particular Grade 4 glioblastoma was not only inoperable but also untreatable, the only
2 real option was palliative care. The hospital shared Mom’s imaging with me, and I agreed with
3 their diagnosis. This isn’t my area of expertise by any stretch of the imagination, but I knew enough
4 to understand the situation. Mom’s doctor thought she had three to six months left, and that she
5 would steadily decline from that point forward. From there, the hospital put Mom on a regimen of
6 physical therapy and pain management. The physical therapy was to keep her active, and the pain
7 management was to make her comfortable. There wasn’t much that I could do, so I didn’t return
8 to New Dover right away.

9 I tried to call, email, and text more than usual. At first, I did not notice any change to Mom’s
10 cognitive abilities.

11 By January 19, the hospital could not offer any additional care, so they transitioned her to Tranquil
12 Gardens, a facility that provides rehabilitative, skilled nursing, and palliative care. This move did
13 not surprise me. Hospitals need beds – especially in a pandemic – and Mom’s insurance coverage
14 for a hospital stay likely ran out. I was glad that a bed was open at Tranquil Gardens. It is one of
15 the better rehab facilities in Port Adair.

16 The transition to Tranquil Gardens seemed to go smoothly. When I talked to Mom on the phone
17 and the occasional Zoom/Facetime, she would tell me about the nice nurses and aides, and that she
18 liked doing her physical therapy exercises. Mom told me about the food, the salon, the dining
19 room, and her new friends. During February, we probably talked on the phone more than we had
20 over the last year. We always ended our conversation with an “I love you,” and I told her when I
21 would call or email next.

22 Mom’s decline became more noticeable in early March. At first, she was just more irritable, and
23 she sometimes had to cut our calls short because of bad headaches. But the headaches came and
24 went. They rarely lasted more than a few hours at this point. The other noticeable change was with
25 Mom’s memory. She would forget she was talking to me on the phone, and she sometimes even
26 called me Reese.

27 By the middle of March, Mom would even forget that Reese and I were grown and refer to things
28 in our childhood as if they were happening right then. She would ask me about a relationship I had
29 in high school as if we were still dating, or she would give me advice on studying for my finals. I
30 knew that this type of behavior was common for patients with brain cancer, but that didn’t make
31 the experience any easier.

32 It was around this time that Reese began shutting me out of Mom’s life. When I would call, Reese
33 would take the phone from Mom’s hand and tell me Mom needed to rest. Then Reese started
34 answering Mom’s phone for her and tell me Mom was sleeping. Reese even answered an email
35 that I sent to Mom saying that Mom couldn’t answer her emails anymore! I think I went about 10
36 days without even being able to tell my Mom – in declining health, that I loved her!

37 Although it’s possible the insurance company would have let Mom stay at Tranquil Gardens for a
38 few more weeks, Reese thought it would be a good idea to move Mom home. Although I don’t
39 disagree with Reese’s decision (insurance policy may have capped length of stay), I’m not sure

1 Mom really wanted to make another big move when she felt so sick. I thought she liked it at
2 Tranquil Gardens, and hospice would do just as good a job with palliative care as back at her
3 apartment. I never had the chance to talk to Mom about it because Reese kept me away from her.

4 The hospital in Miami let me break my contract early. I moved back to Port Adair on April 8. I
5 rented an apartment in the same building as Mom and Reese on a month-to-month basis so I could
6 be close by. I'm still at the apartment today.

7 At this time, the hospice workers gave Mom morphine at least twice per day, and Mom was barely
8 alert. Reese and I took shifts and made sure someone was with Mom at all times. Mom passed
9 peacefully on April 13. We had her funeral and burial on April 19.

10 On April 26, after we had some time to process what was going on, I asked Reese how we were
11 going to divide everything in half. Reese then told me – for the first time – about the new will
12 Mom signed at the end of March. I couldn't believe it. The will named Reese as the Executor of
13 Mom's estate and gave Reese Crust to Crust. We had a huge fight, and I stormed off.

14 You see, the business is practically all of the estate. Mom didn't have real estate or a retirement
15 plan. She didn't even have life insurance. She had a 10-year old sedan, a personal bank account
16 with about \$2,000, and everything else was in the business. I was cut out.

17 Mom would never have wanted to cut me out like this. Once I saw the will, everything else made
18 sense. Mom was getting foggier and foggier. Reese wouldn't let me talk to her. Reese began
19 making all the decisions – and Reese had Mom sign a will that Mom never would have signed of
20 her own free will.

21 We didn't talk much about Mom's estate plans these last ten years. It just wasn't something that
22 came up. I just assumed that the old will splitting everything down the middle was still in place.
23 No one said a word about it to me the whole time Mom was sick.

24 I recently took a job at Port Adair North Hospital. I'm not sure how long I'll stay. Maybe a year,
25 maybe more. It might depend on what happens in this case.

26 I did tell Reese that I could be bought out of the store if I received half of the value in cash. We
27 jointly hired an accountant who valued the business at \$327,000. The problem is that Reese says
28 there is no way to pay me \$163,500, and there is no way I want to be a co-owner of a sandwich
29 shop with Reese. I think the Arbitration Board should order Reese to sell the store.

EXHIBIT B

SUMMARY OF THE DEPOSITION OF REESE DAVIS

The following is a summary of the deposition testimony of Reese Davis. The deposition was taken on August 12, 2021, in the offices of the lawyers for Kadin Davis.

1 My name is Reese Davis and I've lived in Port Adair my whole life. I am 25 years old, and I am
2 not married. I am the younger of two children. My dad's name is Mark West. He never married
3 my mom. I haven't seen or heard from Mark since I was around 4 or 5. I don't even remember
4 what he looks like anymore.

5 It was around the same time that Mark left that Mom opened her store. That I do remember. Mom
6 loved two things. Food and Sports. And us. I guess that makes three things. Before the store, Mom
7 worked in restaurants, but she wanted to be her own boss. When she secured the lease in 2001 in
8 the building across the street from DomeAdair in downtown, she was so happy.

9 DomeAdair is the home arena for three professional teams: the Dunkers, a professional basketball
10 team; the Hurricanes, an indoor football team; and the Corsairs, the lacrosse team. Obviously, the
11 store does the most business around the Dunkers' games, but we see increased traffic for every
12 sport's home games. Mom called her restaurant Crust to Crust, and incorporated her business as
13 Crust to Crust, Inc. She was the sole shareholder.

14 Mom named the store Crust to Crust as a play on words. See, a play that starts at one end of the
15 court or field and results in a score on the other end is called a "coast to coast" play. Mom thought
16 it was cute. But almost no one gets it. It's become an inside joke at the store.
17

18 Crust to Crust is a sandwich shop with all its sandwiches named after sports players or teams. Our
19 best seller is the Grilled Dunker, a hot ham-and-cheese paired with tomato soup as a dipping sauce.
20 The restaurant is counter-service only, but we have seating for 20, including counter-style seating
21 at the large front window looking right at the gates of DomeAdair. The walls are full of pictures
22 of Mom with famous sports figures eating her sandwiches. The atmosphere is pretty casual.
23 Customers rarely stay for more than 30 minutes. Our business is built on volume.

24 When the store was doing well, we opened at 11:00 a.m. and closed at 10:00 p.m. We've had as
25 many as 11 employees at one time, and in 2019, we hit a record \$750,000 in gross revenue.

26 I started working at Crust to Crust when I turned 16. I've been employed there ever since. I'm so
27 proud to be the future of a family business. I'm less proud to say that I've never moved out of the
28 three-bedroom apartment I grew up in. When Kadin moved out, we turned one of the bedrooms
29 into an office. The apartment is close to the store, and that's what matters.

30 I graduated high school in 2014 and went straight to community college. Mom needed me at the
31 store, and I didn't need a fancy degree like Kadin. There's nothing wrong with Port Adair
32 Community College (PACC). I paid for my Associates degree without taking out a single student
33 loan, and my Accounting degree has been so helpful to the store.

1 I worked at the store full time during college, but I didn't have any managerial duties then. I did
2 normal shift work – making sandwiches, working the register, dishes, and cleanup. The work isn't
3 hard, but you get more efficient at it over time. On the other hand, this work isn't for everyone.
4 The restaurant business has A LOT of turnover.

5 Other than Mom and me, Camden Frank is the employee who's been with us the longest. Camden
6 and Kadin are friends, and I think they still keep in touch today. Camden's a good employee, but
7 sometimes has a bad attitude. I get the vibe that Camden feels "stuck" working at Crust to Crust
8 due to being a single parent. Sometimes Camden's work looks like "just going through the
9 motions." I've had to talk to Camden about that, but Camden doesn't seem to respect me very
10 much.

11 After I graduated from PACC, Mom began to give me more duties around the store. It was great!
12 Over the course of a few months, Mom gave me all of Crust to Crust's financial responsibilities. I
13 created the profit and loss statements; I did the taxes; I took care of payroll; and I made sure all
14 our vendors were paid. This work is my favorite.

15 Mom worked me into the management side of the store a little more slowly. Maybe it was my age.
16 I was younger than all our other full-time employees, but I was older than the teenage part-timers.
17 She started by making me a shift manager, which made me responsible for the register and ensuring
18 staff for the shift. A few months later, she asked me to help her interview potential candidates and
19 make hiring decisions. I also started helping Mom with the schedule. The last step – and the one I
20 still have problems with – was learning how to fire people. There's just no good way to do it!

21 Since early 2017, Mom and I ran Crust to Crust together. She sometimes called it the "Family
22 Sandwich Empire." We'd be closing up on a random day after finishing a huge catering order, and
23 she would twirl around and say: Reese, one day the Family Sandwich Empire will be yours! Mom
24 and I were best friends. When I was younger, I never thought it was possible to say your best friend
25 was your parent, but with us it was true. We lived together and worked together. And we loved
26 each other.

27 Was it unicorns and rainbows every day? No. All friends fight. All families fight. I vividly
28 remember Mom and I having a heated discussion one day about the name of our newest sandwich.
29 It was going to be like a Reuben – with corned beef and sauerkraut. I wanted to name it after my
30 favorite baseball player, but Mom wanted to name it the "Double Play" because it had two main
31 ingredients. After interrupting our fight, Camden took Mom's side, and the sandwich is called the
32 "Double Play" to this day. Sometimes one or the other would lose our temper while working on a
33 big order for a team or a private event. But even when things got heated, I never thought Mom
34 wanted anything other than for me to inherit the sandwich empire.

35 Crust to Crust really suffered during the pandemic. New Dover closed down all indoor and outdoor
36 dining. We had to move to a take-out only model – and fast! People stopped going to restaurants
37 and ordering out. April 2020 was probably our roughest month ever. I had just put in for a Payroll
38 Protection Program loan, but the money was months away from showing up. In addition, we were
39 constantly overstaffed, and we had record low orders. Our orders were down 40% compared to
40 April 2019, but we hadn't cut staff or adjusted our hours yet.

1 In May, Mom and I made some hard choices together. After a long talk, we cut the store hours to
2 12:00 p.m. to 7:00 p.m. We also let go of five employees. Mom fired three of them, and I fired the
3 other two. We limited our menu from 25 items to 10, and that saved us the cost of some of the
4 fancier items, like beansprouts and guacamole, that were used for only one menu item. Even
5 though we took orders from online delivery companies, everyone seemed to be cooking at home.
6 On one occasion in May 2020, I tried to talk to Mom about *temporarily* closing our doors, but
7 Mom couldn't even think about it. This restaurant meant everything to her.

8 Later in the summer, the PPP money came through, so I could stop worrying about closing the
9 store. We had eaten through much of our cash reserves to even get to this point. Even with the PPP
10 money, we stuck with the limited hours and limited menu. We managed to turn the smallest of
11 profits each month for the remainder of 2020.

12 Jude McGrath was one of the biggest reasons why the store's transition to "take-out only" went as
13 smoothly as it did. Jude and I worked on the take-out menu and got registered with all the delivery
14 apps. Because we had to cut so many employees, Jude actually picked up extra hours so we could
15 work on a leaner staff.

16 So many things changed on January 11, 2021. Mom woke up with a headache, which was really
17 unusual. The headache was bad and wouldn't go away. I took Mom to the ER and called Kadin.
18 Within a day, we knew that it was terminal brain cancer and that Mom only had three to six months
19 to live. When Kadin agreed with the doctors, I knew they must be right.

20 The stay at the hospital was hard. Nurses and doctors came in and out of Mom's room every 30
21 minutes or so, and they would take her for tests and for therapy every day. I thought hospitals were
22 for resting! There was always something going on. As if things weren't busy enough, Kadin
23 decided to become a bigger part of Mom's life now that Kadin knew she was dying. Kadin, who
24 had been so absent for so long, now needed to talk to Mom every day. It's not like they didn't talk
25 before – they did. But it always hurt Mom so much that Kadin could be too busy for her. Everything
26 about it felt wrong to me.

27 The hospital stay didn't last too long. Something about insurance needing to move her to a rehab
28 facility. Mom did not take that move very well. She was confused and disoriented with the change.
29 But once she got settled in, things took an upturn.

30 Tranquil Gardens is a nice facility. They have spacious rooms, friendly staff, decent food, a nice
31 salon, a gym for physical therapy, and plenty of activities. Mom made friends pretty quickly, which
32 was nice. Once she settled in, visitors could stay longer without interruptions. Employees from the
33 store would visit on occasion, and Mom loved those visits. I was there every day – usually at least
34 four hours a day. And I kept working at the store, but I cut back my hours to about 30 or so per
35 week.

36 As the weeks went on, Mom started to have more bad days. On bad days, Mom would get really
37 irritable – she would refuse to get dressed, not eat, and talk back to the nurses. I would have to step
38 in and change mom, go out and get food she would eat, and work with the nurses to make sure

1 Mom got her meds and other care. At some point, her memory started slipping, too. There would
2 be times when she thought Kadin and I were school-age and she would call us by the wrong names.

3 When Mom had bad days, she refused to talk on the phone – to anyone. I wasn't trying to keep
4 Mom away from Kadin. Mom just didn't want to talk on the phone those days. At some point in
5 mid-March, I had to take Mom's laptop away. She somehow bought \$300.00 worth of gourmet
6 cookies online and had them sent to the apartment. I must have forgotten to tell Kadin about it with
7 how busy I was taking care of Mom while still running the store.

8 When Mom had really bad days, she didn't want any visitors – except me. The headaches could
9 get really bad. I had to turn down requests from all sorts of people who wanted to see Mom in
10 person or virtually or talk to her on the phone. Plus, with the pandemic, Tranquil Gardens limited
11 Mom's visitors to two people at a time, and I was already there most of the time.

12 By mid-March, Mom started to talk to me about needing to change her will. Honestly, I was so
13 wrapped up in Mom's care, that I forgot all about the will leaving half of everything to me and
14 half to Kadin. But Mom must have remembered that she needed to change the will so I got the
15 store. Mom asked me to call her lawyer – and I got her an appointment for March 29. It was also
16 around this time we learned that once we received the PPP loan, it would not need to be repaid!
17 Mom and I had some nice talks about a future of the store without her, and it was clear to me she
18 wanted the Family Sandwich Empire to be mine.

19 The lawyer, two assistants from the law office, and Jude McGrath were all there when Mom signed
20 the new will on March 29. Tranquil Gardens made an exception to the two-person rule for the
21 lawyer and the lawyer's staff. Jude and one of the assistants signed the will as witnesses, and the
22 other assistant notarized it. Mom was having a good day that day. I was there the whole time. Mom
23 was lucid and talked to Jude about the store before the lawyer got started. It was somber, but I
24 think Mom was relieved when that was all done.

25 Once the will was taken care of, Mom started talking about going home. I was surprised. Things
26 were going well at Tranquil Gardens, but Mom wanted to be back in the apartment. I got Mom
27 signed up for hospice, and we got her home on April 2. Things went downhill fast from that point.
28 Mom was asleep most of the time, and she was in pain when she was awake. The hospice team
29 administered morphine daily to deal with the crippling headaches, but the morphine made her
30 sleepy.

31 Kadin came home on April 8, almost a week after I was home alone with Mom. That week was
32 particularly tough for me. Hospice staff brought everything I needed and stopped by two or three
33 times a day, but they didn't stay long. I spent a lot of that time just sitting with Mom, wondering
34 how much longer she had, and hoping it was all a bad dream.

35 With Kadin in town, I could get some sleep, shower regularly, and check in more at the store. Mom
36 died on April 13. Kadin and I planned the funeral, which was on April 19. It was a nice service. I
37 don't remember anything the minister said, but a lot of people were there.

1 It must have been a week after the funeral that Kadin started poking around and asking about
2 Mom's estate. Only a week! Mom was hardly in the ground when Kadin came sniffing around for
3 money. I couldn't believe it. Kadin was so mad about Mom giving me the store. We had a huge
4 fight, and we haven't talked much since. I'm pretty sure I said something about Kadin not needing
5 any more money, but I don't remember for sure. Before this case, I never knew how much money
6 Kadin made. It's a lot more than the \$40,000 per year that I draw from Crust to Crust!

7 Kadin and I jointly hired someone to value the store, and the accountant said it was worth
8 \$327,000. Then Kadin asked for half of it – in cash!!! I'm grieving. The store's trying to survive,
9 and Kadin wants \$163,500. I just don't get it. Obviously, I don't have the cash. The pandemic
10 drained our liquid funds, and we had higher labor costs than usual because Mom wasn't working
11 and I cut my hours to take care of her. I don't want to own the store with Kadin, and I certainly
12 don't think it should be sold.

13 A few last things. I journal every day, usually before bed. I gave my lawyers a copy of my
14 journals going back to when I graduated high school. Also, I looked at the operating documents
15 for Crust to Crust, Inc. They don't say anything about a succession plan.

EXHIBIT C

SUMMARY OF THE DEPOSITION OF CAMDEN FRANK

The following is a summary of the deposition testimony of Camden Frank. The deposition was taken on August 20, 2021, in the offices of the lawyers for Reese Davis.

1 My name is Camden Frank and I've lived in Port Adair my whole life. I am 29 years old. I have
2 worked for the restaurant Crust to Crust since I was 17. My friend Kadin Davis helped me get the
3 job because Kadin's mom, Cindy, is the owner. Cindy, may she rest in peace, was one of the nicest,
4 most caring people I ever met.

5 My child Evan is eleven years old. I've raised Evan alone, and Crust to Crust is my only source of
6 income. College was never something I wanted to pursue, so I've worked full time since I
7 graduated high school. The only real time off I ever took was around the time Evan was born.

8 Cindy made working all these years at Crust to Crust so enjoyable. Cindy would work with me to
9 make sure I had full-time hours and still be able to take care of Evan. But more than that – Cindy
10 made working at a seemingly dead-end job actually fulfilling.

11 My primary job is to take care of catering orders, including delivering them to customers' events.
12 Although Cindy never called me her "Catering Manager," that is essentially my job. All catering
13 orders go through me, and I make sure they are accurate and on time. Because we are so close to
14 DomeAdair, we do a fair bit of catering for the athletic teams and other performing artists. We've
15 catered anything from meals for away teams at New Dover Dunkers games to music artists to
16 traveling ice-skating shows. Sometimes I even get to meet famous people when I drop off the
17 orders! We also cater for a bunch of more laid back things, like family parties, holiday parties, or
18 office lunches. When I'm not working on catering orders, I help the others on the shift with
19 whatever needs to be done.

20 Over the years, I've kept in touch with Kadin despite Kadin's extensive traveling. Kadin and I text
21 each other about weekly. Kadin always asks about Evan, which is really nice. I update Kadin on
22 the store and if there's anything interesting going on that week. I'll tell Kadin if I meet anyone
23 famous.

24 Reese, though, gets on my nerves. Reese waltzes in like the heir apparent and starts telling
25 everyone how to do their job. I was working full time before Reese. And I know how to do my
26 job. Reese even started calling Crust to Crust the Family Sandwich Empire. So cheesy! I don't
27 know where the name came from, but I'm betting Reese said it first, and then Cindy just went
28 along with it.

29 There's no doubt in my mind Cindy loved both kids equally, but differently. Cindy was so proud
30 of Kadin and all that Kadin accomplished. Cindy loved working with Reese, the two of them
31 working side by side for many years. I also know there were things about Kadin and things about
32 Reese that Cindy's didn't like. Cindy hated that Kadin was so far away, and later hated that Kadin
33 worked in pandemic hotspots, like New York City and Miami, Florida. Cindy just worried about
34 Kadin so much. With Reese, those two could be so alike that they would fight over the littlest

1 thing. The naming of our “Double Play” sandwich led to those two being upset with each other for
2 almost a week! And it was just the name of some silly sandwich. They would fight like that every
3 so often – maybe a couple times a year – but they always seemed to make up.

4 These fights seemed to be about power more than anything. Reese was trying to make more and
5 more of the decisions, as if Reese was the owner – or co-owner. Really, Reese was just an
6 employee with some extra duties. I think it bothered Cindy, but I don’t know for sure. I know it
7 bothered me.

8 The pandemic has been rough on our business. We couldn’t have indoor dining for such a long
9 time, but my co-worker Jude McGrath did a nice job transitioning operations to take-out only with
10 new business from online delivery services. Even with all that, Cindy had to let go of five
11 employees. With a business as small as Crust to Crust, that’s like firing family members. It’s tough.
12 I survived the cut, and I would hope so. I’ve been there the longest, other than Cindy herself!

13 The catering business changed with the pandemic. Gone were the huge orders for parties and
14 sporting events. But we did start to offer family meals (packages of sandwiches and sides) that
15 kept me busy enough. Business got to be so slow that I worried about whether I would be paid.
16 When I heard that Crust to Crust received a PPP loan, I stopped worrying. I like working there,
17 but I have a child to raise, so I can’t work anywhere for free!

18 Cindy’s sickness was so unexpected. I still can’t believe it. Who gets brain cancer at 52? I visited
19 her at the hospital one day after work, but there was so much commotion that I didn’t stay long.
20 Cindy seemed happy I came, though.

21 Once Cindy got sick, Jude and I ended up working more hours than usual to make up for Cindy
22 and Reese. Although Reese still showed up most days, the concentration just wasn’t there. Reese
23 began to make mistakes with orders and was really irritable. I almost wished Reese had taken off
24 entirely and stayed out of our hair. It’s almost as if Reese had something to prove, like some sort
25 of martyr coming to work every day while also complaining about her mom dying. Maybe I should
26 be more understanding, but Reese just has this way that annoys all of us!

27 The one nice thing about Reese coming in most days was Reese gave us updates about Cindy. We
28 all appreciated that. It seemed to me that things started going downhill in mid-March. That’s when
29 Reese said Cindy was losing some of her memory and starting to get bad headaches.

30 Mid-March was also when Reese seemed to be taking over Cindy’s care. When Reese talked about
31 Cindy, Reese appeared to take pride in making decisions for Cindy. At first, it was nothing big.
32 Reese would say things like “I told the nurses to make sure Mom only gets orange juice – no more
33 grapefruit juice.” But then Reese started taking control over who would see or talk to Cindy.
34 According to my text conversations with Kadin, Reese even limited when Kadin could talk to or
35 have a video call with Cindy.

36 I visited four times when Cindy was at Tranquil Gardens. After looking at my calendar again, my
37 first two visits were February 7 and February 21. Both of those were Sundays, and I don’t work
38 on Sundays. Those were nice visits. I even took Evan with me. We just sat in her room, and we

1 talked about Evan's school, the store, Kadin, television shows, and food. It was just the three of
2 us, and it was really nice.

3 I visited twice in March, as well. But those visits were different. When Evan and I stopped by on
4 March 14, Reese said Cindy took some pain medicine and couldn't have any visitors. So, I went
5 all the way to Tranquil Gardens just to come right back home. I also stopped by on March 28, but
6 by myself. Reese let me see Cindy, but never left us alone together. We talked for a few minutes
7 about nothing in particular, but after about ten minutes, Reese kicked me out and said Cindy needed
8 her rest.

9 It's hard for me to say exactly how well Cindy was doing that day. She knew who I was, but she
10 asked me how Evan was enjoying preschool. It's like Cindy thought it was six years ago or
11 something. Otherwise, she seemed to be fine.

12 I don't know why Reese moved Cindy back to their apartment in early April. It seemed like a
13 terrible decision because Cindy went downhill fast. From what I can tell, she lost her will to live
14 at that point. Kadin moved back around this time, so most of what I know comes from Kadin. I
15 didn't visit Cindy at Reese's apartment. Although I wish I had more time to say goodbye, by that
16 point, it didn't sound like Cindy was conscious much anyway.

17 I went to Cindy's funeral. It was a nice service. Although we had to socially distance at the funeral
18 home, all the available seats were full. I miss her. Although I don't think she would like the kids
19 fighting like this, I do think she would have wanted Kadin to own half of Crust to Crust.

EXHIBIT D

SUMMARY OF THE DEPOSITION OF JUDE McGRATH

The following is a summary of the deposition testimony of Jude McGrath. The deposition was taken on August 23, 2021, in the offices of the lawyers for Kadin Davis.

1 My name is Jude McGrath and I've lived in New Dover my whole life. I am 38 years old. I moved
2 to Port Adair from Landonville about 10 years ago in order to live closer to the water. I'm married
3 and have two teenage children.

4 My spouse works full time at a warehouse, and I've worked a variety of retail and food service
5 jobs over the last decade. I took some college courses at Landonville Community College back in
6 the day, but I never got a degree.

7 Reese Davis hired me on March 5, 2019. Before that, I had been working at an electronics store in
8 the mall, but I didn't have a set schedule. Reese promised me full-time hours, as well as the same
9 hours each week. That's made my life so much more predictable, which is nice because the
10 teenagers' schedules keep changing.

11 I was hired as a Shift Manager. All that really means is that I'm in charge of the register and any
12 employees who are also on my shift. I've never had to manage more than three other people, and
13 that's nice. For the most part, the whole team works well together.

14 I had never worked at a small family business before. Cindy and Reese were so similar. There is
15 no question that Reese is Cindy's child. In addition to looking alike, they had very similar
16 personalities. Usually that worked well, but sometimes they were both a little stubborn and butted
17 heads over how to run the business.

18 From my perspective, those two were equal partners in Crust to Crust. They literally sat down at a
19 table after hours to make the schedule together, plan new promotions together, and talk strategy
20 together. But I've never seen the legal documents, so I have no idea if they were actually co-
21 owners.

22 Although I know Cindy had two children, neither Cindy nor Reese ever mentioned Kadin in
23 connection with the store. I can't recall a time when Kadin's name was mentioned in the same
24 conversation as a business decision. Cindy always spoke highly of Kadin and was certainly proud
25 of Kadin, but Kadin wasn't around, and Reese was working in the store with Cindy. On one
26 occasion, I heard Cindy say something about Reese inheriting a sandwich empire, but it seemed
27 like an inside joke between them, and I wasn't exactly sure what it meant.

28 The store was really busy in 2019. The Dunkers had a great season and made the playoffs, which
29 brought more people downtown. And more people downtown means we're selling more
30 sandwiches. On January 1, 2020, Cindy and Reese announced that 2019 was the best year yet for
31 Crust to Crust.

1 No one predicted how different 2020 would be. When New Dover and Port Adair prohibited indoor
2 dining, Crust to Crust had to transition, and fast. I thought that Cindy and Reese were being
3 reactive, rather than proactive, and I had a lot of ideas. Luckily they listened, and a lot of my ideas
4 were put into practice.

5 The first thing that Crust to Crust needed to do was trim the menu. And we needed to make the
6 most of our ingredients. That meant we needed to cut sandwiches – like the only sandwich on the
7 menu with guacamole and the only sandwich with tuna fish. That type of thing. We ended up
8 cutting about half our menu items, and we streamlined how to make our food. I also introduced
9 Cindy and Reese to new outlets of online ordering and delivery. Crust to Crust was added to
10 websites delivering food through private drivers in the gig economy. I also suggested offering
11 family meals that would be easy for staff to make and box up for takeout or delivery. All of these
12 changes seemed really popular for the people largely homebound during the pandemic. Reese and
13 Cindy seemed grateful for my help.

14 It was really hard to see five of our team members get laid off. Part of me wished Reese and Cindy
15 could have cut all of our hours to keep more people, but that didn't really make sense. Besides,
16 those of us who kept our jobs really needed those full-time hours to support our families.

17 Like anything else, we figured out how to run a restaurant in a pandemic. We figured it out despite
18 the lack of inside dining and despite the fact that DomeAdair was not open to the public. By the
19 time New Year's 2021 rolled around, we were exhausted, but also a little proud of getting that far.

20 In many ways, Cindy getting sick was worse than the whole pandemic. She was so young! The
21 whole situation is still hard to believe. I ended up covering for Cindy and Reese the day they took
22 Cindy to the hospital. I worked with Cindy the day before, and it is still hard to believe that was
23 the last time we ever worked together.

24 Camden Frank and I had to pick up extra work with Cindy in the hospital and Reese preoccupied.
25 I can't imagine how hard it must be to be both a caretaker for your mom *and* run the business she
26 started. On the business side, things went smoothly enough. Reese still ordered what we needed
27 from the vendors and made sure payroll was timely. The most noticeable difference was fewer
28 hands to do the actual work.

29 I tried to visit Cindy every week, both at the hospital and then at Tranquil Gardens. I did not visit
30 Cindy when she was back home with hospice care. I don't do well in those situations, so I avoid
31 them.

32 I never had any trouble visiting Cindy and spending time with her alone. One time when I showed
33 up, Cindy was sleeping. Reese said I could wait for her to wake up, but I thought it best I get home
34 to my family. I rarely stayed more than an hour at any given visit, but the visits did get shorter and
35 shorter as the weeks went by.

36 In January and February, I did not see much difference in Cindy's personality or temperament. We
37 almost always talked about work. A little bit about my family. She was doing so well, part of me
38 wondered whether the doctors were wrong about the cancer!

1 I could see Cindy's health decline in March. During one visit in the middle of March, Cindy
2 couldn't remember my name, but she was still glad I was there. Most of the visits were good, but
3 I left early sometimes if she wasn't feeling well.

4 Reese asked if I would go to Tranquil Gardens on March 29, 2021, as a witness to Cindy's will. I
5 said that would be fine. I did not read the will, I did not know what was in it, and I do not know
6 how the will was any different than any other will Cindy might have signed.

7 The will signing did not take long. Cindy said hello to me by name, and she asked about the store.
8 We didn't have much time to chat before the lawyer took over. After my part was done, I kissed
9 her on the head and told her I loved her like a mother. I had to get back to the store, so I didn't
10 linger. That was the last time I saw her. I heard things went downhill fast after that.

11 I went to Cindy's funeral. It was easy to tell she was loved by a lot of people.

12 I was surprised to hear about this will dispute. I had already assumed that Cindy and Reese were
13 co-owners based on how they worked together. Cindy would have wanted Reese to have 100% of
14 Crust to Crust.

Exhibit E

The following are excerpts of the Last Will and Testament of Cynthia Davis executed on March 29, 2021. The document was witnessed, signed, and notarized in accordance with New Dover law.

LAST WILL AND TESTAMENT

OF

CYNTHIA DAVIS

I, Cynthia Davis, declare this to be my Last Will and Testament. I am not married. I have two children, Kadin Davis and Reese Davis, referred to collectively as “my children.”

Article 1

Previous Wills Revoked

I revoke any and all of my former Wills and Codicils.

Article 2

Executor

I appoint my child, Reese Davis, as Executor of this my Last Will and Testament. If Reese is unable or unwilling to serve, I appoint my child Kadin Davis as my Executor.

Article 3

Debts and Expenses

I authorize that my debts, if any, and the expenses of my last illness and burial be paid by my personal representative as soon after death as may be convenient.

Article 4

Distribution of Personal Property

After payment of my debts, expenses, and claims, I give my personal property, real and personal, excluding my business, Crust to Crust, Inc., to my children in equal shares.

To Reese Davis, I leave my business, Crust to Crust, Inc., including all business accounts, equipment, leases, and inventory.

Article 14

Arbitration

Any dispute, claim or controversy rising out of or relating to this Last Will and Testament shall be submitted to arbitration in accordance with the laws of New Dover and the Federal Arbitration Act. The arbitration shall be administered by the New Dover Arbitration Board (NDAB) pursuant to the rules and procedures set forth in the American Bar Association, Law Student Division Competition Rules 2021-2022. Judgment on the Award may be entered in any court having jurisdiction.

If any person shall, in any manner, directly or indirectly, attempt to contest or oppose the validity of this Last Will and Testament in court (as opposed to arbitration), such person shall forfeit his or her share, cease to have any right or interest in the property, and shall, for purposes of this Last Will and Testament, be deemed to have predeceased me.

EXHIBIT F

The following are excerpts of the Last Will and Testament of Cynthia Davis executed on October 13, 2008. The document was witnessed, signed, and notarized in accordance with New Dover law.

LAST WILL AND TESTAMENT

OF

CYNTHIA DAVIS

I, Cynthia Davis, declare this to be my Last Will and Testament. I am not married. I have two children, Kadin Davis and Reese Davis, referred to collectively as “my children.”

Article 1

Previous Wills Revoked

I revoke any and all of my former Wills and Codicils.

Article 2

Executor

I appoint my child, Kadin Davis, as Executor of this my Last Will and Testament. If Kadin is unable or unwilling to serve, I appoint my child Reese Davis as my Executor provided she reaches the age of majority at the time.

Article 3

Debts and Expenses

I authorize that my debts, if any, and the expenses of my last illness and burial be paid by my personal representative as soon after death as may be convenient.

Article 4

Distribution of Personal Property

After payment of my debts, expenses, and claims, I give my personal property, real and personal, including my business, Crust to Crust, Inc., to my children in equal shares.

EXHIBIT G

The following email messages were recovered from the laptop computer at the home of Cindy and Reese Davis. They were produced in connection with the present arbitration. Although these are not the only emails exchanged between Kadin and Cindy Davis, the case file is limited to these messages.

From: Manager@CrusttoCrust.com
To: KDavis28@TrvlNrse.com

Fri 6/19/2020 8:36 p.m.

Kadin – I keep reading the news and there still doesn't seem to be any good news coming from NYC. Are you staying healthy? Do they give you enough PPE? Are your co-workers o.k.? All I do is worry about you!

As you can imagine, the store is suffering. My banker got the PPP application filed. When that comes through, we won't have to lay off any more workers, thank goodness! Camden says hello, by the way. Camden worries about you, too.

Love, Mom

From: KDavis28@TrvlNrse.com
To: Manager@CrusttoCrust.com

Mon 6/22/2020 3:12 a.m.

Mom – I'm fine! No need to worry. Just came off another 12-hour shift. Hard to get a break these days. Hospitals are a mess. Say hi to Camden for me. Will try to call within a few days.

From: KDavis28@TrvlNrse.com
To: Manager@CrusttoCrust.com

Fri 2/12/2021 8:15 a.m.

Mom – how are you feeling? I'm so, so, so sorry that I'm not there. I've been talking with Reese, and it sounds like you're in good hands at the rehab facility. I'm going to see if I can get a few days off, but Florida's an epicenter now. Get all the rest you need! Love, Kadin.

From: Manager@CrusttoCrust.com
To: KDavis28@TrvlNrse.com

Sat 3/12/2021 12:48 p.m.

Kadin – The nurses tell me you called yesterday and we had a good talk. Don't forget to pack your clothes for basketball practice! Love – Mom

From: KDavis28@TrvlNrse.com
To: Manager@CrusttoCrust.com

Sat 3/20/2021 6:58 p.m.

Mom – just checking in. I've emailed a few times and haven't heard back from you. Reese keeps saying that you're tired and can't talk on the phone. I love you.

From: Manager@CrusttoCrust.com
To: KDavis28@TrvlNrse.com

Sat 3/20/2021 7:06 p.m.

Cut it out, Kadin! Mom's not in the mood to email or talk! - R

EXHIBIT H

The following are excerpts of a journal kept by Reese Davis. They were produced in connection with the present arbitration. Although these are not the only journal entries written by Reese Davis, the case file is limited to these entries.

June 13, 2014

Last day of high school! So glad to be finally done! Mom's catering my graduation party in a few weeks. Everyone just loves her sandwiches!

June 28, 2014

I can't believe that Kadin embarrassed me at MY graduation party! There's nothing wrong with community college! I'm going to save a bunch of money by not going to some fancy school like Kadin did.

October 20, 2015

This advanced accounting class is kicking my butt. But Mom says that everything I'm learning now is going to be so helpful to the business.

May 4, 2016

Almost graduation day. Don't think I'm going to the ceremony though. Seems weird for community college. That and Kadin made such a big deal about the fancy Master's ceremony at UNC. Always showing me up!

July 20, 2016

I admit I had my doubts, but things are working out great at Crust to Crust and working with Mom. It's still weird living with her and working with her, but we've got a good rhythm going. I now have complete control over the books, and they're in great shape. Looking forward to catering Kathy and Adam's anniversary tonight. That's a big order!

January 11, 2017

I had to fire my first employee today. Brutal! Worst thing I've ever had to do at this job. But Jeremy stole \$80 from the register, and Mom said this was the last piece of running a business that I needed to learn.

April 12, 2018

Visiting Kadin in N.C. this weekend. Kadin's about to finish another fancy program, and I'm not sure the next time we'll be together. Kadin doesn't make much of an effort anymore – didn't

even show up at Christmas last year. It makes Mom so sad sometimes. Mom wants to come to N.C., too, but we both can't be away from the store at the same time.

December 21, 2018

Kadin is canceling on Mom again. This is the second Christmas in a row that Kadin won't be in Port Adair. At least business is booming. Lots of Christmas parties to keep us busy. Basketball traffic has been treating us well, too.

March 5, 2019

We're expanding the business by one full-time employee. How exciting! Mom let me hire Jude, who I think will be a great fit. At least now I won't be so overworked. The best thing about being overworked, though, is less time in a small apartment with my mother! I love her, but I'm getting too old for this!

December 30, 2019

News is talking a lot about that new virus in China. Hope it doesn't get here.

March 27, 2020

Port Adair's been in lockdown for a few weeks now, and the CARES Act just passed. We've had some trouble transitioning to takeout only, but Jude's had a lot of really good ideas. Need to get on the phone with the banker about a PPP loan. I can't believe Kadin's taking that job in New York. It's so dangerous there!

May 4, 2020

April's numbers are looking rough. We've had to let two of our employees go. I've been told that the PPP loan application is looking good, but the money isn't here yet. Mom's worried about Kadin. Still working at a hospital in NYC – it's still an epicenter!

June 24, 2020

We have our PPP money! Thank goodness! Even though there are only 5 employees left (including Mom and me), we'll be able to keep the business afloat. Camden's heard from Kadin. Sounds like Kadin is exhausted but healthy. Mom misses hearing from Kadin. Maybe she'll get a call soon.

October 15, 2020

Kadin's been home for a few days now. It's been a long time since the three of us were together. I'm glad Jude can pull some overtime this week so the three of us can catch up. There's not a lot for us to do with everything shut down – and no fans at any of the sporting events. Mom's so happy. Haven't seen her this happy in a long time. I hope Kadin doesn't disappoint her.

November 6, 2020

Now Kadin's going to Florida?!? Does Kadin have a death wish? First NYC, now Florida? This'll just kill Mom.

January 1, 2021

Happy New Year! It can't get worse than 2020, right?

January 11, 2021

Had to take Mom to the ER. Brain tumor???? I can't even -----

January 20, 2021

Yesterday was tough. I helped mom move into the rehab facility. She kept asking for Kadin, but Kadin can't leave Florida. I'm doing this all on my own while STILL trying to keep the restaurant afloat. I'm glad that Camden and Jude are picking up the slack. I don't know what we'd do without them.

February 3, 2021

Same old. Same old. Work the restaurant. Visit mom. She's had a few good days in a row, so that's nice!

March 9, 2021

Finally some good news. The PPP loan is going to be forgiven. Makes up for Mom's grumpiness and forgetfulness these last few days.

March 25, 2021

Mom thinks she's dying. She wants me to call her lawyer. I always wanted the restaurant, but not like this.

April 1, 2021

It's time to bring mom home. Kadin is coming in a few days. Hard to know how much time Mom has left. The bad days are now outnumbering the good days.

EXHIBIT I

The following is a business evaluation provided by a jointly-retained expert. Both parties stipulate to the calculation of the value of Crust to Crust.

**Financial Trust Shield, LLP
2950 Erie Tower
Suite 402
Port Adair, New Dover**

Date: June 8, 2021

We have been asked to value the business Crust to Crust, Inc. for the purpose of the Davis vs. Davis arbitration. We have reviewed all relevant documents, including, but not limited to, income and expense reports, tax returns, profit and loss statements, bank account information, leases, and contracts.

For a business of this size, a valuation using the seller's discretionary earnings (SDE) is an accepted practice. SDE is equivalent to the pre-tax income of the business after costs are deducted (i.e., profit). Revenue, by contrast, is the gross earnings of a business before any costs or taxes are deducted.

The value of the business is the SDE times an accepted industry multiple. SDE multiples for restaurants are usually between 1 and 3. For the location of Crust to Crust, we find a multiple of 2 to be appropriate.

In this case, Crust to Crust receives an average gross revenue of \$615,000 per year over the last five years. Of that revenue, however, only \$163,500 per year is attributable to SDE. Based on these numbers, the value of the business is \$327,000, which is the SDE times the multiple of 2 for the restaurant industry.

In addition to the SDE calculation, we also examined the cost of similar business sold on the marketplace in Port Adair over the last two years. Counter-service restaurants sold in the city for amounts ranging from \$220,000 to \$375,000. Crust to Crust's location so close to DomeAdair and the prevailing market rates over the last two years confirms our calculation of \$327,000.

Claire Morgan
Claire Morgan, CPA

EXHIBIT J

The following text messages between Kadin Davis and Camden Frank recovered from the mobile phone of Kadin Davis. They were produced in connection with the present arbitration. Although these are not the only texts exchanged between Kadin Davis and Camden Frank, the case file is limited to these messages.

Kadin Davis, Wed 3/17/2021, 3:47 p.m.

Everything o.k. with my mom? Reese won't let me talk to her.

Camden Frank, Wed 3/17/2021, 4:28 p.m.

Not sure. Reese wouldn't let me visit on Sunday.

Kadin Davis, Wed 3/17/2021, 4:31 p.m.

Srsly? 🤔🤔🤔🤔

EXHIBIT K

The following are excerpts of the Chart of Cynthia Davis at Tranquil Gardens. Although this this is not the complete medical record of Cynthia Davis, the case file is limited to these entries.

Tranquil Gardens

Patient Log for Cynthia Davis

Date (2021)	Notes
MON Mar 22	Activity Level: 7 Vitals: Normal Appetite: Normal Notes: Enjoyed salon visit. Reese visited most of p.m.
TUES Mar 23	Activity Level: 5 Vitals: Normal Appetite: Low Notes: Had confusion today regarding names and places.
WED Mar 24	Activity Level: 8 Vitals: Normal Appetite: Normal Notes: Two visitors today – Jude in morning; Reese afternoon.
THUR Mar 25	Activity Level: 6 Vitals: BP slightly low Appetite: Normal Notes: Experiencing difficulty swallowing pills. Reese took Cindy to dining room for dinner instead of eating in her room.
FRI Mar 26	Activity Level: 4 Vitals: Normal Appetite: Low Notes: Displaying irritation. Reese requests that nursing staff ensure Cindy eats more.
SAT Mar 27	Activity Level: 6 Vitals: Slightly elevated temp Appetite: Normal

	Notes: Reese requests Cindy be given additional pain medication if requested.
SUN Mar 28	Activity Level: 7 Vitals: Normal Appetite: Normal Notes: Reese visited all day. Camden stopped by for a few minutes. Cindy was irritable and complained of increased headaches. Reese requests adjustment of pain meds – will need to be ok'd by staff early next week.
MON Mar 29	Activity Level: 5 Vitals: Heart rate elevated Appetite: Low Notes: Many visitors in the morning, the activity took a toll on Cindy. Slept most of rest of day.

Activity level is measured on a sliding scale from 1 to 10, with 10 the most active.

EXHIBIT K

LEGAL REFERENCE – GENERAL

Undue Influence, generally

- New Dover generally follows the Restatement (Third).
- Under New Dover law, people have testamentary capacity if they: 1) know they are making a will, 2) know the nature and extent of their property, 3) know the proposed distribution of their property, and 4) know the natural objects of their bounty. *Estate of Hubert* (N. Dov 1995).
- In *Estate of Lysander* (N. Dov. 2000) the New Dover Supreme Court reiterated its longstanding rule that a testamentary instrument is presumed valid until the presumption is rebutted by the party seeking to invalidate the instrument. The *Lysander* Court explicitly held that a donative transfer, whether testamentary or during the lifetime of the donor, is invalid if procured by undue influence, duress, or fraud. The Court adopted the definition of undue influence in the Restatement (Third) of Property: “A donative transfer is procured by undue influence if the wrongdoer exerted such influence over the donor that it overcame the donor's free will and caused the donor to make a donative transfer that the donor would not otherwise have made.” Because undue influence is an action in equity, the *Lysander* Court required the party claiming undue influence to prove all elements by clear and convincing evidence. However, if the claimant can show that the opponent shared a confidential relationship with the testator, the ordinary presumption of validity is reversed, and the person having the confidential relationship bears the burden of proving the validity of the instrument. *Lysander* reinforced the notion that spouses are exempt from this rule, although other family relations are not (i.e., parent/child relationships, grandparent/grandchild relationships, sibling relationships).
- New Dover Court of Appeals issued two recent cases outlining some of the contours of undue influence. In *Estate of Kaplan* (N. Dov. Ct. App. 2017), the New Dover Court of Appeals held Alice Kaplan had not met the burden of proving undue influence by Danielle Beaty, her stepmother, and Neil Kaplan, her half-brother, regarding the execution of her father's will when he relegated Alice's share to ten percent of his overall assets. Although Mr. Kaplan was of ill health and had some mild periods of “mental fogginess” in the months preceding the execution of the will, Danielle never restricted Alice's access to Mr. Kaplan. The court noted that Danielle and Neil likely had influence with Mr. Kaplan, but not *undue* influence to overcome his free will.
- To the contrary, the New Dover Court of appeals upheld the lower court's finding of undue influence in *Estate of Jameson* (N. Dov. Ct. App. 2019). In *Jameson*, Shelly Fogg asked the court to enforce a will from 2015 dividing her father, Phillip Jameson's, estate equally between her and her brother Steven Jameson. Steven asked the court to enforce a purported holographic will signed in late 2018 leaving him the entire estate. In 2017, the court named Steven as Phillip's conservator due to Phillip's advanced Alzheimer's disease. The trial

court reversed the ordinary presumption of validity due to the confidential relationship between father and son in this situation, given Phillip's age and mental decline coupled with Steven acting as his father's conservator, living with him, and taking care of his daily needs. The trial court held the presumption of undue influence could not be overcome and the court of appeals affirmed the lower court's ruling that the holographic will was invalid. The *Jameson* court further enforced the earlier will from 2015.

Business Dissolution generally

- Under New Dover Statutory law, "A joint owner of a business may bring an action to dissolve the business." N.D.S. § 3581. New Dover courts, however, will not force a sale if the co-owners can negotiate a buyout.