

**IN AND FOR THE THIRTEENTH
JUDICIAL CIRCUIT OF FLORIDA
IN AND FOR HILLSBOROUGH
COUNTY, FLORIDA - CIVIL DIVISION**

DONNA L. PETTIS,
LYNDA L. SANCHEZ,
GALE L. RATHBONE, and
ANNE McQUEEN,

Plaintiffs,

CASE NO. 20-CA-006289

v.

CAROLE BASKIN,
SUSAN BRADSHAW, and
KENNETH WAYNE FARR,

DIVISION F

Defendants.

_____ /

DEFENDANT CAROLE BASKIN'S
MOTION TO DISMISS COMPLAINT AND FOR PROTECTIVE ORDER

The Defendant, Carole Baskin (“**Baskin**”), by and through her undersigned attorneys, pursuant to Rules 1.140(b) and 1.280(c), Florida Rules of Civil Procedure, files this Motion to Dismiss the Complaint for a Pure Bill of Discovery filed by Donna L. Pettis, Lynda L. Sanchez, Gale L. Rathbone and Anne McQueen (collectively the “**Plaintiffs**”) and for a protective order, and in support thereof states as follows:

Introduction

Baskin’s former husband, Jack Donald Lewis, disappeared and went missing on or about August 18, 1997, and pursuant to a court order, he was presumed dead on October 8, 2002. Three of the Plaintiffs (Donna L. Pettis, Lynda L. Sanchez, and Gale L. Rathbone) are Mr. Lewis’s surviving adult children, and the remaining Plaintiff (Anne McQueen) is Mr. Lewis’s former

employee. A cable-television mini-series (i.e., “Tiger King: Murder, Mayhem and Madness”), which began airing on March 20, 2020, has apparently encouraged the Plaintiffs to attempt to revive and relitigate unsupported allegations and suspected causes of action that have expired and/or were resolved in court long ago.

Twenty-three years after Plaintiffs were all parties and active participants in the Conservatorship of Jack Donald Lewis, Hillsborough County Probate Case No. 97-2001 Div. A (the “**Estate**”), twenty-two years after Plaintiffs Pettis, Sanchez and Rathbone entered into a stipulation with Baskin to settle issues among them, twenty-two years after Plaintiff McQueen settled with the Estate, and eighteen years after Mr. Lewis was legally presumed dead, the Plaintiffs now incredulously allege that “[i]ssues still exist about whether the last known will and testament of Mr. Lewis and a Power of Attorney relied upon by Defendant Baskin in the probate court was bona fide.” *See* Complaint at ¶15.

Notably, neither Baskin nor the probate court relied on either the last known will and testament or any power of attorney in handling the Estate. Instead, the parties, by a written court-approved stipulation, established the Estate whereby each group managed assets that eventually would be their own, and any such other issues were resolved in the Estate. There never was a probate of any will, as all Mr. Lewis’ assets were depleted to fund the Estate, consistent with controlling law, the parties’ stipulation, and the court’s approval. Baskin utilized neither the will nor the power of attorney. Instead, the court appointed a neutral third-party Co-Conservator together with Baskin to manage the Estate, all under the supervision of the court and following the stipulations and consents of the Plaintiffs. Plaintiffs’ Complaint for a Pure Bill of Discovery (“**Complaint**”) not only overlooks the history, facts, and claims that were resolved by the court in

the Estate proceedings, but also entirely fails to establish why a pure bill of discovery is necessary now, particularly after any statute of limitations has long since run.

Motion to Dismiss

a. Legal Standard

The legal standards for a motion to dismiss under Rule 1.140(b) of the Florida Rules of Civil Procedure are well known to this court and citations are omitted.

b. Pure Bill of Discovery

Perhaps recognizing the inherent problem with bringing claims twenty-three years after reaching court-approved resolutions and/or the suspected events vaguely alluded to in the Complaint, Plaintiffs reference both the delayed discovery rule and the doctrine of equitable estoppel. Yet, Plaintiffs' Complaint is entirely devoid of any facts that would allow for equitable tolling. Instead, Plaintiffs allege that they need discovery to "gather information regarding the applicability of these doctrines." *See* Complaint at ¶34. This is an entirely improper use of a bill of discovery and demonstrates the deficiency of Plaintiffs' pleading.

Pure bills of discovery, while arguably still valid, are only available in very limited circumstances. *See Trak Microwave Corp. v. Culley*, 728 So.2d 1177, 1178 (Fla. 2d DCA 1998). A complaint for a pure bill of discovery must allege: (1) the nature and contents of documents or other matters in the defendant's possession or control for which discovery is sought, (2) the matter or controversy to which the requested discovery relates, (3) the interest of each party in the subject of the inquiry, (4) the complainant's right to have the requested relief, (5) the complainant's title and interest, as well the complainant's relationship to the discovery claimed, and (6) that the requested discovery is material and necessary to maintain the complainant's claims in the prospective litigation. *Publix Supermarkets, Inc. v. Frazier*, 696 So.2d 1369, 1371 (Fla. 4th DCA

1997); *Payne v. Beverly*, 958 So. 2d 1112, 1114 (Fla. 5th DCA 2007). With respect to the sixth element, the complaint must also demonstrate “some reasonable basis to believe that discovery in a later damages action would be inadequate or too late to vindicate the litigant's right to evidence.” *Lewis v. Weaver*, 969 So. 2d 586, 587 (Fla. 4th DCA 2007).

Notwithstanding the foregoing, a pure bill of discovery “is only authorized in equity in the absence of an adequate legal remedy.” *Debt Settlement Administrators, LLC v. Antigua & Barbuda*, 950 So. 2d 464, 465 (Fla. 3d DCA 2007). A pure bill of discovery may not be used as a fishing expedition to see if causes of action exist, to substantiate one's suspected causes of action, to make a positive determination that suspected claims are viable or are not frivolous, to aid a potential plaintiff in determining the extent of its damages, or to acquire a preview of discovery for a prospective lawsuit. *Kirlin v. Green*, 955 So.2d 28, 30 (Fla. 3d DCA 2007); *Venezia Lakes Homeowners Ass'n, Inc. v. Precious Homes at Twin Lakes Prop. Owners Ass'n, Inc.*, 34 So. 3d 755, 759 (Fla. 3d DCA 2010); *Vorbeck v. Betancourt*, 107 So.3d 1142, 1146-1147 (Fla. 3d DCA 2012); *Mendez v. Cochran*, 700 So.2d 46, 47 (Fla. 4th DCA 1997); *Publix*, 696 So.2d at 1371. Such uses of the bill “places an undue burden on the court system.” *Mendez*, 700 So.2d at 47.

Here, the Plaintiffs’ Complaint actually alleges and confirms they seek a pure bill of discovery not only to determine whether a suspected cause of action exists in the first place, but also to determine whether some form of equitable tolling could apply to avoid the long-expired statutes of limitations for their suspected causes of action. Such an application of a bill of discovery is impermissible. Taking Plaintiffs’ allegations at face value, as the Court must on a motion to dismiss, the Complaint simply states that “Plaintiffs seek and are entitled to evidence surrounding the Defendants [sic] wrongdoing.” *See* Complaint at ¶35. Notably, however, the Complaint does not identify, describe, or establish the existence of any “wrongdoing.”

Paragraph 27.a through h. of the Complaint presents a laundry list of suspected “potential claims” that Plaintiffs wish to “investigate” in order to identify potential witnesses and facts. Paragraph 27 identifies “potential claims” of (a) intentional infliction of emotional distress; (b) negligent infliction of emotional distress; (c) defamation, libel and/or slander; (d) fraud or misrepresentation; (e) intentional tort resulting in death; (f) negligence; (g) breach of fiduciary duty; or (h) a catch-all category of “other claims” which are not identified or described. Notably, the statute of limitations corresponding to most those of claims¹ is generally four years. *See*, §95.11(3), Fla. Stat. The Complaint does not describe any facts or events demonstrating that each or any of the Plaintiffs actually has any such cause of action against Baskin (or any of the other Defendants), or that such events transpired during the last four years.

Paragraph 36 of the Complaint states (without any factual predicate) that “Plaintiffs have a good faith basis to believe that Defendants ... may have committed the civil offense of fraud against the Plaintiffs and/or have information about who committed such act of fraud.” Aside from the four-year statute of limitations set forth in Section 95.11(3)(j) that generally applies to a legal or equitable action for fraud, Section 95.031(2)(a), Florida Statutes, specifically provides that any such action “**must be begun within 12 years after the date of the commission of the alleged fraud, regardless of the date the fraud was or should have been discovered.**” (Emphasis added). Plaintiffs’ Complaint fails to describe or otherwise allege any fraud or fraudulent conduct that ever occurred—much less within the last 12 years. Instead, the Plaintiffs vaguely insinuate fraudulent conduct relating to Mr. Lewis’s last will and testament and power of attorney that

¹ Under Section 95.11(10), “an action for wrongful death seeking damages authorized under s. 768.21 brought against a natural person for an intentional tort resulting in death from acts described in s. 782.04 or s. 782.07 may be commenced at any time.” However, the Plaintiffs’ Complaint contains no allegations identifying any “acts described in s. 782.04 or s. 782.07,” which prohibit murder and various types of manslaughter.

allegedly occurred twenty-three years ago, which Plaintiffs' own allegations place directly in conflict with Sections 95.11(3)(j) and 95.031(2)(a). Incredibly, Plaintiffs cite to suspected "wrongful conduct from twenty-three (23) years ago" to support the propriety of their Complaint. *See* Complaint ¶42.

The Plaintiffs also candidly acknowledge the speculative nature of their suspicions of potential causes of action. According to paragraph 22 of the Complaint, the Plaintiffs seek a bill of particulars in order to "to determine if they are victims in a criminal case, a civil case, both or neither." In paragraph 22, Plaintiffs further acknowledge that they currently have nothing to support their suspicions by stating the "only way to determine this is to engage in discovery." Needless to say, with respect to each of the suspected causes of action alluded to on the laundry list in paragraphs 27 and 36, the Complaint completely fails to allege the required elements described in *Publix* and *Payne* to seek a bill of discovery: (1) the nature and contents of documents or other matters in the defendant's possession or control for which discovery is sought, (2) the matter or controversy to which the requested discovery relates, (3) the interest of each party in the subject of the inquiry, (4) the complainant's right to have the requested relief, (5) the complainant's title and interest, as well the complainant's relationship to the discovery claimed, and (6) that the requested discovery is material and necessary to maintain the complainant's claims in the prospective litigation. *Publix*, 696 So.2d at 1371; *Payne*, 958 So.2d at 1114.

Instead of alleging the required elements, the Complaint confirms that the Plaintiffs are seeking a bill of discovery to conduct a fishing expedition to see if suspected causes of action exist, to substantiate or eliminate suspected causes of action, to determination whether suspected causes of action are viable or are not frivolous, and to acquire a preview of discovery for a prospective lawsuit. These are patently impermissible uses for a bill of discovery. *Kirlin*, 955 So.2d at 30;

Venezia Lakes, 34 So.3d at 759; *Vorbeck*, 107 So.3d at 1146-1147. This fishing expedition is particularly improper in the absence of a showing that any of the suspected claims are not barred by the applicable statute of limitations or by the prior court proceedings in which all claims involving Mr. Lewis's Estate were fully and finally settled and adjudicated. For the foregoing reasons, a pure bill of discovery is not available here.

c. Equitable Tolling and Equitable Estoppel

Undaunted, Plaintiffs argue (without any predicate factual allegations) that the doctrine of equitable estoppel will somehow be available to toll the statute of limitations. The Florida Supreme Court has explained in connection with equitable tolling that:

The doctrine of equitable tolling was developed to permit under certain circumstances the filing of a lawsuit that otherwise would be barred by a limitations period.

....

Generally, the tolling doctrine has been applied when the plaintiff has been misled or lulled into inaction, has in some extraordinary way been prevented from asserting his rights, or has timely asserted his rights mistakenly in the wrong forum.

Machules v. Dep't of Admin., 523 So.2d 1132, 1133–34 (Fla.1988) (footnotes omitted, emphasis added). Stated another way, “the only possible basis for asserting this doctrine would be” that the Plaintiffs were “in some extraordinary way prevented from asserting [their] rights.” *Williams v. Albertson's Inc.*, 879 So.2d 657, 659 (Fla. 5th DCA 2004). However, simply mentioning the term “wrongful conduct” without pleading any specific facts of exactly how and when Baskins supposedly misled or lulled the Plaintiff into inaction is entirely insufficient.

Plaintiffs' Complaint is entirely devoid of any facts to establish the existence of any cause of action or that any suspected cause of action is not barred by the controlling statute of limitations or was resolved by the court in Mr. Lewis's Estate. At best, the Plaintiffs vaguely allude to some form of unidentified “wrongdoing” by Baskin and others, without any explanation to justify the twenty-three year delay in bringing any action. Nevertheless, the actual facts from the underlying

Estate, where each Plaintiff was represented by counsel, where each Plaintiff ended up attaining a resolution that was presented, adopted and approved by both the court and the court appointed neutral Co-Conservator, belie Plaintiffs' allegations now.

Plaintiffs' Complaint cannot be viewed in a vacuum unrelated to their involvement in the Estate and this Court may take judicial notice of the underlying Estate and documents filed in it per Section 90.202(6), Florida Statutes. The actual record of what occurred in the Estate paints a very different picture than the one to which the Plaintiffs allude in their Complaint. Conspicuously absent from the underlying Estate case is any reliance by the probate court on either document that that Plaintiffs apparently now want to rely upon or challenge--the last will and the power of attorney. In fact, it was the unilateral actions of the Plaintiffs themselves, who sought the appointment of Plaintiff Anne McQueen as conservator to override any power of attorney or last will, which they averred did not even exist in the **verified** Petition for Appointment of Conservator for the Estate of Jack Donald Lewis, dated August 29, 1997, a true and correct copy of which is attached as "**Exhibit A**".

Eventually, the Estate was established based on an Agreed Order Appointing Co-Conservators of the Property and Assets dated September 16, 1997, with a court appointed disinterested neutral, Douglas Stalley, as the Co-Conservator of the Estate, a true and correct copy of which is attached as "**Exhibit B**." The Order makes no mention of either any power of attorney or will, but instead references the oral stipulations of the parties, which included all the Plaintiffs and Baskin. On August 28, 1998, Plaintiffs Pettis, Sanchez and Rathbone, and Baskin reached an agreement that was memorialized in a written stipulation filed with the Court to alter the handling of the Estate, a true and correct copy of which is attached as "**Exhibit C**." Thereafter, the Estate was fully administered, complete accountings were provided to the court and all parties (including

the Plaintiffs), and following a Petition for Discharge, the court entered its Order of Discharge on December 11, 2002, true and correct copies of the Petition for Discharge and Order of Discharge are attached as “**Exhibit D**” and “**Exhibit E**,” respectively.

To support Plaintiffs’ erroneous theory for the application of equitable estoppel here, they misplace their reliance on *Major League Baseball v. Morsani*, 790 So.2d 1071 (Fla. 2001). Plaintiffs overlook that equitable estoppel “functions as a shield, not a sword, and operates against the wrongdoer, not the victim.” *Id.*, at 1077. If it somehow applied, then it would prevent Baskin and the other Defendants from raising the statute of limitations in defense of a time barred claim brought by the Plaintiffs – a shield – rather than as alleged by Plaintiffs in support of the efficacy of their pure bill of particulars – a sword.

The doctrine is explained in *Ryan v. Lobo De Gonzalez*, 841 So.2d 510 (Fla. 4th DCA 2003), where the court stated:

However equitable estoppel ‘**presupposes that the plaintiff knows of the facts underlying the cause of action** but delayed filing suit because of the defendant’s conduct.’ *See Bell v. Fowler*, 99 F.3d 262, 266 n. 2 (8th Cir.1996) (citing *Dring v. McDonnell Douglas Corp.*, 58 F.3d 1323, 1329 (8th Cir.1995)) (emphasis added). Stated another way, “[e]quitable estoppel arises where the parties recognize the basis for suit, but the wrongdoer prevails upon the other to forego enforcing his right until the statutory time has lapsed.” *Cook v. Deltona Corp.*, 753 F.2d 1552, 1563 (11th Cir.1985) (quoting *Aldrich v. McCulloch Props., Inc.*, 627 F.2d 1036, 1043 n. 7 (10th Cir.1980)) (emphasis added).

Ryan v. Lobo De Gonzalez, 841 So.2d 510, 518-519 (Fla. 4th DCA 2003).

Here, Plaintiffs fail to allege any basis for the application of equitable estoppel or to toll or otherwise avoid the controlling statute of limitations. There is no allegation that the Plaintiffs knew of their claims. To the contrary, they affirmatively allege that they do not know “if they are victims in a criminal case, a civil case, both or neither.” *See* Complaint at ¶22.

Plaintiffs also allege that they “seek this Pure Bill of Discovery to discover information in regards to the doctrine of ‘Equitable Estoppel’ and its potential application to Defendants” *See* Complaint at ¶40. Conspicuously absent from the Complaint is any allegation that Baskin did anything to prevent Plaintiffs from filing any suit. At best, they merely cryptically allege that “[b]ased upon recently discovered information, Plaintiffs believe that Defendants Baskin, Bradshaw and Farr’s conduct, from 1997 to present, induced Plaintiffs into ‘forbearing suit within the applicable limitations period.’” *See* Complaint at ¶43. Entirely absent from Plaintiffs’ Complaint is how and when Baskin or any other Defendant induced Plaintiffs’ into forbearance, or that Baskin or any other Defendant otherwise engaged in any affirmative or objectively identifiable conduct, which either misled or lulled the Plaintiffs into inaction that in some extraordinary way prevented them from timely asserting their rights. The Plaintiffs’ mere incantation of the words “equitable estoppel” and “wrongful conduct” does not magically establish that any of their laundry list of suspected causes of action are not barred.

Next, Plaintiffs wrongly allege that documents allegedly forged by Baskin “prevented Plaintiffs from obtaining information regarding Mr. Lewis’ estate and finances following his disappearance and death.” *See* Complaint at ¶44. Again, as explained above, at the insistence of the Plaintiffs themselves, the Estate neither relied on the will nor power of attorney, and the Plaintiffs were all active participants represented by counsel. Nothing prevented the Plaintiffs from seeking discovery concerning any alleged forgery during the Estate proceedings. Further, the Estate included detailed financial reporting both to the Court and the Plaintiffs making their claims here materially false and intentionally misleading to this Court. *See* Exhibits B, D and E. For the foregoing reasons, the doctrine of equitable estoppel is not applicable here.

d. Delayed Discovery Doctrine.

Undeterred, Plaintiffs also refer to the delayed discovery doctrine to support an exception to their glaring statute of limitation problem. As explained above, Section 95.031(2)(a), Florida Statutes, specifically provides that any action based on a fraud “must be begun within 12 years after the date of the commission of the alleged fraud, regardless of the date the fraud was or should have been discovered.” The delayed discovery doctrine does not save a claim after more than 12 years have elapsed.

Plaintiffs cite *Davis v. Monahan*, 832 So.2d 708 (Fla. 2002), to support their theory that an exception to the statute of limitations for fraud is nevertheless applicable. While the delayed discovery doctrine can provide an exception to the statute of limitations, the *Davis* court did not find it applicable there. *Id.*, at 712. Additionally, Plaintiffs fail to allege any diligence whatsoever to excuse their twenty-three year delay in bringing any claim or how Baskin prevented or hid from them any such claim. In fact, Plaintiffs have not even brought any claim in the first place and are using the pure bill of discovery to improperly determine whether evidence exists to support a potential claim. Again, “[a] **pure bill of discovery... is not to be used to determine whether evidence exists to support an allegation**, but rather to determine in the absence of an adequate legal remedy ‘the identity of a proper party defendant or the appropriate legal theory for relief.’” *Kirlin*, 955 So.2d at 30; *Trak Microwave*, 728 So.2d at 1178 (emphasis added). For the foregoing reasons, the delayed discovery doctrine is not applicable here.

Alternative Motion for Protective Order

Until this Court determines whether Plaintiffs have stated a cause of action, no discovery should take place. In the event this Court determines that the Plaintiffs are entitled to a pure bill of discovery, then Baskin requests the Court to enter a protective order prohibiting any discovery

absent a subsequent order, based on good cause shown, delineating the scope of any discovery and/or the manner in which any discovery shall be conducted. Here, without even knowing what claims Plaintiffs are making, without even knowing if those claims are time-barred, Plaintiffs seek to obtain discovery without any apparent parameters or limitations. This is well beyond what is permitted under Rule 1.280, Florida Rules of Civil Procedure, and the unfettered discovery that Plaintiffs' apparently seek will not only harass, annoy and oppress Baskin, but also create an undue burden and expense for her to have to engage in and defend against Plaintiffs' fishing expedition. This is highlighted by not only the media attention from "Tiger King: Murder, Mayhem and Madness," but also from Plaintiffs' own media blitz directed to this case. Until it is determined that Plaintiffs stated a cause of action and identified the six elements outlined in the *Publix* case, discovery here should be stayed. *See Deltona Corp. v. Bailey*, 336 So.2d 1163, 1169-1170 (Fla. 1976) (trial court has broad discretion to oversee discovery and the parties before it); *Hepco Data, LLC v. Hepco Medical, LLC*, 45 Fla. L. Weekly D843, --- So.3d ---- (Fla. 2d DCA 2020).

Conclusion

Twenty-three years after Plaintiffs were all parties and active participants in the Estate, twenty-two years after Plaintiffs Pettis, Sanchez and Rathbone entered into a stipulation with Baskin to settle issues among them, twenty-two years after Plaintiff McQueen settled with the Estate and Eighteen years after Jack Donald Lewis was legally presumed dead, the Plaintiffs are now on an admitted fishing expedition to determine if some equitable doctrine could potentially allow them to bring suspected claims against Baskin and the other Defendants. Plaintiffs' own allegations confirm that they seek discovery merely to "determine if they are victims in a criminal case, a civil case, both or neither," and to "gather information regarding the applicability" of a doctrine to avoid the patently expired statutes of limitations governing their suspected causes of

action. See Complaint at ¶¶ 22 and 34. Yet, the courts resoundingly reject such an improper use of a pure bill of discovery. See *Mendez*, 700 So.2d at 47; *Kaplan*, 837 So.2d at 1176. As stated by Judge Stephens in his concurring opinion in the *Publix* case, “where a plaintiff is truly on nothing more than a ‘fishing expedition,’ the court, in equity, will not supply the rod and reel.”

WHEREFORE, Baskin prays this Honorable Court will dismiss Plaintiffs’ Complaint, award to Baskin her attorney’s fees and costs as provided in any applicable contract, statute or rule, impose a protective order, and grant such other and further relief as this Court deems just and proper.

Respectfully submitted,

/s/ *Craig E. Rothburd*

CRAIG E. ROTHBURD, ESQ., FBN: 0049182
CRAIG E. ROTHBURD, P.A.

CERTIFICATE OF SERVICE

I HEREBY CERTIFY on this **31st day of August 2020**, pursuant to Florida Rules of Judicial Administration, Rule 2.516, I electronically filed the foregoing with the Clerk of Court by using the Florida Court Eportal System that will send a notice of electronic filing to:

Attorney for Plaintiffs
John M. Phillips, B.C.S.
PHILLIPS & HUNT
jmp@floridajustice.com

Respectfully submitted,

/s/ *Craig E. Rothburd*
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COUNSEL FOR CAROLE BASKIN

EXHIBIT A

IN THE CIRCUIT COURT OF THE THIRTEENTH JUDICIAL CIRCUIT
IN AND FOR HILLSBOROUGH COUNTY, FLORIDA

IN RE ESTATE OF:

JACK DONALD LEWIS,
a/k/a J. D. Lewis,
a/k/a Donald Lewis,

a missing person.

PROBATE & GUARDIANSHIP
FILE NO. 97-2001
DIVISION A

PETITION FOR APPOINTMENT OF CONSERVATOR
FOR THE ESTATE OF JACK DONALD LEWIS

Comes now the Petitioner, DONNA L. PETTIS, by and through her undersigned attorney, and moves this Honorable Court for establishment of a conservatorship and appointment of a conservator for all the property and assets of her father, JACK DONALD LEWIS, and would show unto the Court as follows:

1. That JACK DONALD LEWIS, is a bona fide missing person in the State of Florida since on or about August 18, 1997.

2. That the absentee's last known address is 12802 Easy Street, Tampa, Florida, 33625, and his date of birth and social security number are: 4/30/38, 266-48-5787.

3. The names and addresses of the spouse, children and any other person who would have an interest in the property or the estate of the absentee, and/or of the person(s) who would have an interest in the property or the estate of the absentee if he were deceased (all of whom are over the age of 21 years), are:

Carol Lewis	(spouse)	12802 Easy Street Tampa, FL 33625
Donna L. Pettis	(daughter)	608 Sportsman Park Seffner, FL 33584

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Lynda L. Sanchez	(daughter)	31053 Lakeside Lane Dade City, FL 33523
Gale L. Rathbone	(daughter)	1409 Oxford Lane New Bern, NC
Danny Lewis	(son)	c/o Gladys Cross 1603 Lakewood Drive Brandon, FL 33510
Anne McQueen	(trustee)	c/o Leroy Merkle Post Office Box 1774 Tampa, FL 33601

4. That since on or about August 18, 1997, Jack Donald Lewis has been missing from his family and business associates and was reported as a missing person to the appropriate law enforcement officers. His van was discovered at the Pasco Airport with the keys on the floorboard, and the circumstances of his disappearance are unknown at this time but are being investigated by the proper officials.

5. That Petitioner believes to the best of her knowledge that her father, Jack Donald Lewis, has given no valid power of attorney, nor does he have a known last will and testament.

6. That urgent necessity exists for the establishment of a conservatorship for the assets and property of the absentee, for the reason that his estate consists of on-going businesses, real and personal property, gold and silver and other valuables in a safe deposit box, all in excess of \$4,000,000, and that there is the great possibility and/or probability that theft, waste and/or mismanagement of absentee's properties will occur without the immediate appointment of a conservator to take control over and manage said properties.

7. That real estate transactions are pending, one of which has been extended 30 days due to the absence of Jack Donald Lewis.

8. That today the spouse and/or her agents have broken into the business property, after assuring Petitioner that she would not, and has cut the locks off the gate and door and entered the property without permission and may be removing assets and/or documents and records of the absentee and/or his businesses.

9. That Petitioner, together with her siblings, have an interest in the estate of their missing father and consent together for the appointment of a conservator by the Court to protect the assets of their father's estate until such time as his circumstances may be determined.

10. Petitioner alleges that ANNE MCQUEEN, the absentee's administrative assistant, is the only person who has and should continue to have keys to enter upon the business property of the absentee for the purpose of conducting necessary and lawful on-going business for which she has been entrusted by the absentee; and that Anne McQueen concurs with this petition for appointment of conservator.

WHEREFORE, Petitioner respectfully requests the Court for an order establishing a conservatorship and appointing a conservator of the property of the absentee, Jack Donald Lewis, and further for an immediate Order of injunction restraining anyone from entering, interfering, taking and/or wasting the property of the absentee person, Jack Donald Lewis, until such time as his whereabouts can be established and/or a conservator be appointed by the Court.

Under penalties of perjury, I declare that I have read the foregoing, and the facts alleged are true, to the best of my knowledge and belief.


DONNA L. PETTIS, Petitioner

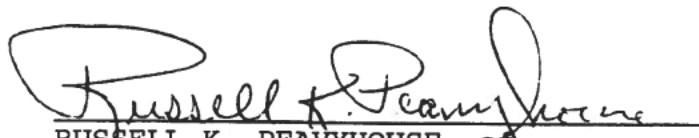

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EXHIBIT B

IN THE CIRCUIT COURT FOR HILLSBOROUGH COUNTY, FLORIDA
PROBATE DIVISION

IN RE: CONSERVATORSHIP OF File Number: 97-2001

 JACK DONALD LEWIS Division: A
 a/k/a J.D. LEWIS
 a/k/a DONALD LEWIS

**AGREED ORDER APPOINTING CO-CONSERVATOR
OF THE PROPERTY AND ASSETS**

THIS CAUSE having come before the Court based upon the oral stipulation of the parties, **CAROLE A. LEWIS, DONNA LEWIS PETTIS, LYNDIA LEWIS SANCHEZ, GALE LEWIS RATHBONE, ANNE McQUEEN** and upon Consent and Waiver filed by **DANNY LEWIS**, for the appointment of a conservator of the property and assets of **JACK DONALD LEWIS**, the Court finding that (i) **JACK DONALD LEWIS** is an absentee as defined in section 747.01, Florida Statutes, (ii) **JACK DONALD LEWIS** is a legal resident of the state of Florida and (iii) it is necessary for a conservator to be appointed for the property and assets of **JACK DONALD LEWIS**, it is

ADJUDGED as follows:

1. **DOUGLAS B. STALLEY** and **CAROLE A. LEWIS** are qualified to serve and are hereby appointed Co-Conservator's of all property and assets of **JACK DONALD LEWIS**, including, but not limited to, the property and assets (including any safety deposit box, unincorporated business or corporation) titled or held in the names listed on Exhibit A, attached hereto and incorporated herein by reference.

2. The Co-Conservators shall have joint control over all property and assets and must mutually agree on all decisions regarding the property and assets.

3. Except as otherwise provided in this order, no funds may be disbursed from the conservatorship without the signatures of both conservators.

4. The Co-Conservators shall have a standing order to allow them to buy and sell real property, notes, mortgages, tax deeds and any other form of indebtedness in the ordinary course of business without a specific court order, provided no one purchase or sale shall exceed \$75,000.

5. The Co-Conservators shall be required to provide an informal quarterly accounting to **DONNA LEWIS PETTIS, LYNDIA LEWIS SANCHEZ, and GALE LEWIS RATHBONE,** and **DANNY LEWIS**, in care of their attorney, Clifford R. Opp, Jr., Esquire, 10002 Princess Palm Avenue, Suite 228, Tampa, Florida 33619. In addition, the Co-Conservators shall provide an informal quarterly accounting to **ANNE McQUEEN** in care of her attorney, Leroy Merkle, Jr., Esquire, Post Office Box 1774, Tampa, Florida 33601.

6. The Co-Conservators shall be required to keep separate accounts for each business, corporation and trust entity. In addition, the Co-Conservators shall be entitled to keep any other separate accounts they jointly deem appropriate.

7. The Co-Conservators shall have sole and absolute discretion to determine what records should be kept at the business office, located at 6038 E. Broadway, Tampa, Florida 33619.

8. **ANNE McQUEEN** shall continue to be employed until December 9, 1997, and during said time shall perform services as directed by the Co-Conservators and receive \$900 a week as compensation.

9. **CAROLE A. LEWIS**, as the spouse of **JACK DONALD LEWIS**, is entitled to receive annually the sum of \$70,000 as spousal support (the "Support Payment"). The Support Payment shall be paid in equal monthly installments on the fifteen (15) day of each month. The first installment payment in the amount of \$5,833.33 shall be paid on September 15, 1997. It is the parties' intent that the Support Payment not be included in **CAROLE A. LEWIS's** gross income. If **CAROLE A. LEWIS** is required to include the Support Payment in gross income, she shall be entitled to receive from the conservatorship an amount equal to the taxes resulting as a consequence of including such Support Payment in gross income.

10. **CAROLE A. LEWIS** and her daughter, **JAMIE VERONICA MURDOCK**, shall have the right to reside, rent free, on the marital property located at 12802 Easy Street, Tampa, Florida 33625. All property taxes and reasonable maintenance and utilities (excluding phone) costs shall be paid by the conservatorship.

11. **CAROLE A. LEWIS** shall continue to have use of a business automobile of her choosing, which use shall include adequate insurance coverage and maintenance for said automobile. In addition, **CAROLE A. LEWIS**, **JAMIE VERONICA MURDOCK**, and **DONNA PETTIS** shall continue to have health insurance coverage maintained at the same level and paid from the same sources as per the practice maintained by **JACK DONALD LEWIS**

and/or his various agents or entities prior to his disappearance. These expenses shall be paid by the conservatorship.

12. All conservator fees shall be charged prorata between the various business entities, corporations and trusts comprising the conservatorship; provided, however, one-half (1/2) of the value of the Guardian Angel Trust shall not be included in determining the prorata allocation. For the purposes of making the allocation, the allocation shall be based on the value of the various businesses, corporations, and trusts as of January 1 of each year.

13. **CAROLE A. LEWIS** in her individual capacity shall continue to operate and maintain the Wildlife on Easy Street, Inc. (the "Wildlife Preserve"). All expenses of the Wildlife Preserve in excess of the income from the Wildlife Preserve shall be funded by the conservatorship; provided, however, such funding shall not exceed the Wildlife Preserve expenditures for 1996. The funding for the Wildlife Preserve shall be charged to the various businesses, corporations, accounts and trusts in the same manner as they were prior to the disappearance of **JACK DONALD LEWIS**. **CAROLE A. LEWIS** shall submit to the Co-Conservators monthly accountings of the income and supporting documentation of all expenditures of the Wildlife Preserve.

14. Except as provided in this Order, **CAROLE A. LEWIS** shall receive no other distributions from the various entities managed by the conservatorship.

15. All parties reserve the right to any claims that they may have to any property or assets held as a part of this curatorship, including, but not limited to, any real or personal property or any beneficial interest in any trust.

16. Upon taking the prescribed oath, filing designation of resident agent and acceptance letters of curatorship shall be issued to the Co-Conservators granting the following powers and duties specified in this order. The Co-Conservators shall not be required to post bond.

ORDERED on 16th Sept., 1997.

/S/SUSAN SEXTON
Susan Sexton
Circuit Judge

Conformed copies to:

James R. Freeman, Esquire
Leroy Merkle, Jr., Esquire
Clifford R. Opp, Esquire

{0328634.WP}

EXHIBIT C

IN THE CIRCUIT COURT OF THE THIRTEENTH JUDICIAL CIRCUIT
IN AND FOR HILLSBOROUGH COUNTY, FLORIDA
GUARDIANSHIP DIVISION

IN RE: CONSERVATORSHIP OF

File Number: 97-2001

JACK DONALD LEWIS,
a/k/a J.D. LEWIS, a/k/a
DONALD LEWIS

Division: "A"

AGREEMENT

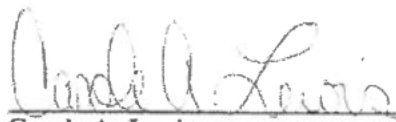
COME NOW, CAROLE A. LEWIS, Individually and as Co-Conservator, by and through her undersigned attorney; Gale Rathbone, Lynda Sanchez and Donna Pettis, by and through their undersigned attorney and states as follows:

In consideration of the Stipulation entered into by and between the parties this day the parties agree to cooperate fully one with other in order to resolve the issues that have arisen with Anne McQueen.

They agree to consult one with the other and with their respective attorneys to work towards a common resolution of Anne McQueen's claims.

They further agree that conversations relating to the resolution of these claims will remain confidential and that they will not divulge any information to any third party concerning this conversation or the Stipulation until the same has been approved by the Court.

In Witness Whereof the parties have set their hands and seal on this 23rd day of August, 1998.


Carole A. Lewis

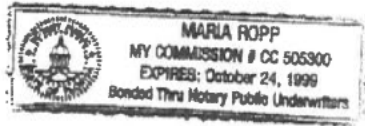
The foregoing instrument was acknowledged before me this 23rd day of August, 1998, by Carole A. Lewis, who is personally known to me or has produced a _____ as

identification.


NOTARY PUBLIC

Print
State of Florida at Large (Seal)

My Commission Expires:



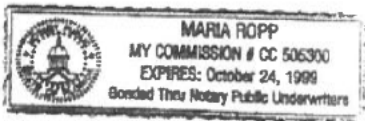

Gale Rathbone

The foregoing instrument was acknowledged before me this 28th day of August, 1998, by Gale Rathbone, who is personally known to me or has produced a [REDACTED] as identification.


NOTARY PUBLIC

Print
State of Florida at Large (Seal)

My Commission Expires:




Lynda Sanchez

The foregoing instrument was acknowledged before me this 28th day of August, 1998, by Lynda Sanchez, who is personally known to me or has produced a [REDACTED] as identification.


NOTARY PUBLIC

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State of Florida at Large (Seal)

My Commission Expires:



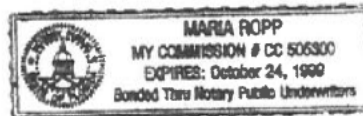
Donna Pettis

NOTARY PUBLIC

Print
State of Florida at Large (Seal)

My Commission Expires: _____

File No. 4040/DM



IN THE CIRCUIT COURT OF THE THIRTEENTH JUDICIAL CIRCUIT
IN AND FOR HILLSBOROUGH COUNTY, FLORIDA
GUARDIANSHIP DIVISION

IN RE: CONSERVATORSHIP OF

File Number: 97-2001

JACK DONALD LEWIS,
a/k/a J.D. LEWIS, a/k/a
DONALD LEWIS

Division: "A"

STIPULATION

COME NOW, CAROLE A. LEWIS, Individually and as Co-Conservator, by and through her undersigned attorney; by and between Gale Rathbone, Lynda Sanchez and Donna Pettis, by and through their undersigned attorney; and Gladys Cross, Individually and as Attorney-in-fact for Danny E. Lewis.

Definitions

"GALTA" shall refer to the Guardian Angel Land Trust Agreement dated June 12, 1992, and revised August 14, 1995.

"PSRL" shall refer to the PSRL Land Trust Agreement dated April 30, 1992, and revised August 14, 1995.

"DL" shall refer to Jack Donald Lewis a/k/a Donald Lewis.

"UTTS" shall refer to United Truck and Trailer Sales, Inc.

WHEREAS, the parties hereto desire to fulfill the wishes and directions of Donald Lewis as if he were still here; and

WHEREAS, the parties believe that it would be in the best interest of the Conservatorship Estate for an amicable resolution of various issues that remain between them; it is thereupon stipulated and agreed as follows:

1. That the GALTA Trust dated August 14, 1995 and the PSRL Trust dated August 14, 1995 are valid instruments.

2. That the PSRL Account shall be separated from the remaining accounts of the Conservatorship and shall be managed solely by the beneficiaries of that account to-wit: Gale Rathbone, Lynda Sanchez and Donna Pettis. That this account shall bear its own costs for future administration and shall not be responsible for any contribution to Wildlife on Easy Street, beyond that which has been paid as of the date of this Agreement. That the PSRL Account shall be required to make all quarterly and yearly reports to the Court, Carole A. Lewis, and any other interested party as ordered by the Court in the Conservatorship Estate.

3. That the beneficiaries of the PSRL Accounts shall be entitled to receive reasonable fees for their services as serving for conservators and the PSRL Account shall be responsible for paying its own attorneys fees, costs, taxes and all other expenses related to PSRL's Account and the properties that are and become a part of it.

4. That with respect to that certain life insurance Policy No. 62702361, with Prudential Insurance Company of America, the parties agree that said policy has no paid up cash value and that said policy should not be an asset of the Conservatorship Estate. The parties agree that said policy shall be removed from the Conservatorship and that the beneficiaries of said policy shall be as set forth in the latest beneficiary provision, to-wit: \$400,000.00 to be paid to Gale Rathbone, Lynda Sanchez and Donna Pettis; \$250,000.00 to Carole A. Lewis; \$200,000.00 to Anne McQueen; with the remainder being used to pay off potential claimants of the Estate of Donald Lewis, to-wit: Gladys Cross, Roy Dawson and Tommy Baker. That should there be any funds remaining after payment of the above, said funds shall be contributed to Wildlife on Easy Street.

That Gale Rathbone, Lynda Sanchez, Donna Pettis, Carole Lewis and Anne McQueen shall be the owners of the policy and shall pay their pro rata share of the premium, as it is due from time to time. If any owner fails to pay their pro rata share of the premium, then said party shall loose their entitlement to the proceeds thereunder and the proceeds shall be divided between the remaining primary beneficiaries on a pro rata basis based upon the portion of premium paid by them. Premiums with respect to Tommy

Baker, Gladys Cross and Roy Dawson, shall be paid from the DL assets as set forth in this Agreement.

5. That the DL account shall include all current DL assets, the McQueen assets and UTTS assets, shall be managed by Carole Lewis, who will make investment and sales decisions and who shall be made the sole signer on the bank accounts with the provision that she provide detailed accountings of her actions to Douglas B. Stalley, and all interested parties in the Conservatorship Estate, on a quarterly basis, to ensure against unauthorized conveyances for the personal benefit of Carole Lewis, or any other third party.

That the DL account will indemnify and hold harmless the PSRL Account and the GALTA account as defined herein from any and all claims brought against the Conservatorship Estate, including but not limited to suits brought against Donald Lewis or any of the DL assets, suits brought by or against Anne McQueen, and suits brought for the enforcement of that certain life insurance policy number 62702361, except as otherwise provided in this Agreement.

6. That Gale Rathbone, Lynda Sanchez and Donna Pettis, will consent to expenses on Wildlife on Easy Street up to the sum of \$125,000.00 per year being paid by the DL account.

That Gale Rathbone, Lynda Sanchez and Donna Pettis, consent to Carole Lewis receiving a spousal support the sum of \$100,000.00 per annum, with \$50,000.00 of said sum being paid by or from the DL account and the remaining \$50,000.00 being paid from the GALTA account.

7. That the GALTA account shall include all current GALTA accounts and the Costa Rica Account, as well as property devised under the Costa Rican Will, which devises all Costa Rican assets to Carole Lewis. That should any assets currently located in Costa Rica be disposed of, said funds shall be placed in a separate account and shall be considered to be controlled at the time of the official declaration of Mr. Lewis death pursuant to the terms and provisions of the Costa Rican Will. That the GALTA account and the Costa Rican property shall continue to be under the Conservatorship Estate, and that Carole Lewis shall submit quarterly accountings for GALTA to all interested parties in the Conservatorship Estate.

8. That Carole Lewis and Gale Rathbone, Lynda Sanchez and Donna Pettis, shall have the right to sell property and enter into contracts and agreements up to the sum of \$125,000.00, without the necessity of Court approval. However, all transactions made shall be reflected on each parties' respective quarterly accountings.

9. That Gale Rathbone, Lynda Sanchez, Donna Pettis, and Carole Lewis each agree to cooperate with one another with respect to the administration of the assets in the Conservatorship Estate. The parties further agree not to institute any actions against one another, unless future actions by a party constitutes a breach of fiduciary duty to the other parties.

10. That the parties hereto agree to support one another with respect to all actions which may be instituted against the Conservatorship by any third party and agree to cooperate fully in the management and protection of the assets belonging to the Conservatorship Estate.

11. That Carole A. Lewis, agrees to consent to the filing of a Petition by Gale Rathbone, Lynda Sanchez, Donna Pettis, for Court approval of gifting, from PSRL assets, on an annual basis to Gale Rathbone, Lynda Sanchez, Donna Pettis and their children.

12. Gale Rathbone, Lynda Sanchez, Donna Pettis agree to the removal of the properties contained in Count I of the Petition for Removal of Assets filed by Carole Lewis, and consent to the entry of an Order on the same.

13. That should all of the assets and the DL account be depleted, GALTA agrees to hold PSRL harmless from any and all claims filed against the Conservatorship Estate, with the exception of all properties and assets of the PSRL account, including the property referred to herein below as the Farm property. In addition, should the assets in the DL account be insufficient to pay the DL account expenses, then GALTA will be responsible for paying any and all mortgages due and owing by Donald Lewis; maintain the insurance premiums designated for the creditor beneficiaries of Donald Lewis under the terms and provisions of the life insurance policy number 62702361; the spousal allowance and all costs of the administration of the DL account.

14. That Carole Lewis agrees that the following properties should be distributed to the PSRL Trust as it was the intent of Donald Lewis for those assets be a part of the PSRL Trust, to-wit: The 4 parcels representing the "farm" on Highway 92, 6038 E. Broadway and the Spring Lane property.

15. The parties agree that one-half of the attorneys fees of Peavyhouse & Opp, P.A., not to exceed \$9,000.00, be paid from the DL account. That the remaining one-half of the attorneys fees shall be paid from the PSRL account upon filing of an appropriate Petition and Court approval.

16. That Gladys Cross, Individually and on behalf of her son, Danny E. Lewis, agrees to the terms and provisions as set forth in this Agreement; agrees to be bound by said terms and provisions; and warrants that she is the holder of a duly executed Power of Attorney authorizing her to act on Danny E. Lewis, behalf and that he is not currently under any legal disability.

17. The parties shall execute all documents necessary to complete said transfers.

18. That upon payment in full of her mortgage, Gladys Cross, shall execute a Satisfaction of Mortgage and release the Conservatorship and all parties hereto from any further liability.

19. That this Agreement is subject to Court approval and the parties hereto shall not be bound hereunder unless the Court approves the provisions of this Stipulation in its entirety.

20. The parties acknowledge that they have read and understand the terms of this Stipulation and had the opportunity to consult with their attorney before executing this Stipulation.

21. It would be consistent with law and in the best interest of all parties concerned for these matters to be resolved by agreement.

22. The parties request for this Court to enter an Order incorporating the Agreement hereinabove.

IN WITNESS WHEREOF the parties have set their hands and seal on this 28th day of

August, 1998.


Witness


Witness


Carole A. Lewis

[Signature]
Witness

Gale Rathbone
Gale Rathbone

[Signature]
Witness

[Signature]
Witness

Lynda Sanchez
Lynda Sanchez

[Signature]
Witness

[Signature]
Witness

Donna Pettis
Donna Pettis

The foregoing instrument was acknowledged before me this 20th day of August, 1998, by Carole A. Lewis, who is personally known to me and Gale Rathbone who produced a [redacted] as identification; and Lynda Sanchez who produced a [redacted] as identification; and Donna Pettis, who produced a [redacted] as identification.

[Signature]
NOTARY PUBLIC

Maria Ropp
Print

State of Florida at Large (Seal)

My Commission Expires:




Gladys Cross, Individually
and as Attorney-in-fact for
Danny E. Lewis

The foregoing instrument was acknowledged before me this _____ day of August, 1998, by Gladys Cross, Individually, and as Attorney-in-fact for Danny E. Lewis, who is personally known to me or has produced a _____ as identification.

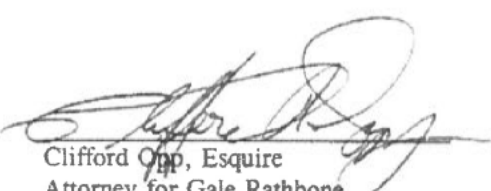
NOTARY PUBLIC

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State of Florida at Large (Seal)

My Commission Expires:



Craig E. Rothburd, Esquire
Attorney for Carole E. Lewis



Clifford Opp, Esquire
Attorney for Gale Rathbone,
Lynda Sanchez and Donna Pettis

EXHIBIT D

IN THE CIRCUIT COURT OF THE THIRTEENTH JUDICIAL CIRCUIT
IN AND FOR HILLSBOROUGH COUNTY, FLORIDA
GUARDIANSHIP DIVISION

IN RE: CONSERVATORSHIP OF

File Number: 97-2001

JACK DONALD LEWIS,
a/k/a J.D. LEWIS, a/k/a
DONALD LEWIS

Division: "A"

CAROLE LEWIS' PETITION FOR DISCHARGE

COMES NOW, Petitioner, Carole Lewis, Sole Conservator of the DL and GALTA accounts, formerly Co-Conservator ("Petitioner"), by and through her undersigned attorneys, pursuant to Rule 5.680, Florida Probate Rules (2002), and Section 747.04, Florida Statutes (2001), files this Petition for Discharge of the Conservatorship of Jack Donald Lewis a/k/a J.D. Lewis a/k/a Donald Lewis ("Conservatorship"), and in support thereof states as follows:

Background

1. The agreed order establishing the Conservatorship was entered on September 16, 1997.
2. This Court adopted, approved and ratified the Stipulations entered by and among Carole A. Lewis, individually and as Co-Conservator; Douglas B. Stalley, as Co-Conservator; Gale Rathbone; Lynda Sanchez; Donna Pettis; and Anne McQueen a/k/a Elizabeth Anne McQueen a/k/a E.A. Riggs; by its Order Ratifying Report and Recommendation of General Master Approving Stipulations dated December 17, 1998 ("Approved Stipulations").
3. Since this Court entered its Order Ratifying Report and Recommendation of General Master Approving Stipulations dated December 17, 1998, the Conservatorship has been divided into 3 main sections, the DL Account, the GALTA Account and the PSRL Account, each run separately by the ultimate beneficiaries to receive those assets under the various trusts in the Conservatorship.

4. Douglas Stalley was previously appointed Co-Conservator of the entire Conservatorship and after this Court's Order dated December 17, 1998, became the Court appointed Monitor to generally oversee the Conservatorship.

5. While the various accounts have been separately run and report their assets separately, they file their annual accountings together as all are part of the Conservatorship.

6. The assets comprising the DL Account were the funds in the name of JACK DONALD LEWIS, a/k/a J.D. LEWIS, a/k/a DONALD LEWIS ("LEWIS"), not specifically allocated to any specific trust, corporation or other entity.

7. The DL Account would have made up the assets in a probate estate of LEWIS.

8. All funds in the DL Account have been exhausted in the administration of the Conservatorship as evidenced by the detailed accountings filed with this Court.

9. The last accounting filed with this Court on or about demonstrates the DL Account has no assets and is indebted to the GALTA Account.

10. Pursuant to the Approved Stipulations, the DL Account was to fund the administration of the Conservatorship until all its funds were exhausted.

11. In the event the DL Account was exhausted, the GALTA Account was to pay the administrative costs of the Conservatorship.

12. Due to the division of the Conservatorship into three distinct accounts, each run by the ultimate beneficiaries under the various trust agreements holding the assets in each account, there is no need for a probate of any assets of LEWIS.

13. All remaining assets in the Conservatorship will pass to the named beneficiaries in of the PSRL and GALTA Trusts per the Approved Stipulations.

Petition for Discharge

14. This is a Petition for Discharge pursuant to Rule 5.680, Florida Probate Rules (2002), and Section 747.04, Florida Statutes (2001).

15. LEWIS disappeared and has been missing since August 18, 1997.

16. Despite diligent search and inquiry, LEWIS has not been found, has not been seen and his whereabouts remain a mystery.

17. Petitioner previously filed her Petition to Determine LEWIS as deceased with supporting Affidavit.

18. Because LEWIS has been missing for a continuous period of Five (5) years and his "absence [has] not satisfactorily [been] explained after diligent search and inquiry, [he] is presumed to be dead," pursuant to Section 731.103(c), Florida Statutes (2001).

19. Due to the presumed death of the ward, LEWIS, the need for the Conservatorship has terminated.

20. The Conservatorship has been fully administered and the Petitioner has paid all creditors and expenses of the Conservatorship and states that it was not necessary to make any other payments, settlements, or dispositions of other claims or debts, but for the remaining fees and costs of the Court appointed Monitor and his attorneys, where funds are available through the GALTA Account for payment of the same.

21. The Petitioner has made provisions for expenses of administration, which have previously been paid, but for the remaining fees and costs of the Court appointed Monitor and his attorneys, which are estimated to be approximately \$5,000.00.

22. There are no federal or state taxes to be paid.

23. The Final Accounting contains a brief description of expenses of administering the Conservatorship and is attached hereto.

24. The assets of this Conservatorship, which currently remain in the control of Carole A. Lewis, as Conservator; and Gale Rathbone, Lynda Sanchez, and Donna Pettis, as Co-Conservators, will be distributed to them upon this Court's entry of an Order of Discharge.

25. The only persons, other than Petitioner, having an interest in this proceeding and their respective addresses are: Gale Rathbone, Lynda Sanchez, and Donna Pettis, c/o Clifford R. Opp, Esquire, Registry One, Sabal Park, 10002 Princess Palm Avenue, Suite 228, Tampa, Florida, 33619-1357; Anne McQueen, a/k/a E.A. Riggs, c/o Joseph Fritz, Esquire, 4204 N. Nebraska Avenue, Tampa, Florida 33603-4116; Wendy Williams, *pro se*, 4301 7th Avenue, Tampa, Florida 33615; Douglas Stalley, c/o Benjamin G. Morris, Esquire, and Donald W. Stanley, Jr., Esquire, Suite 1240, 101 E. Kennedy Blvd., Tampa, Florida, 33601-2111; and Carole Lewis c/o Craig E. Rothburd, Esquire, 808 W. De Leon Street, Tampa, Florida 33606.

Notice

26. Any objections to the Final Accounting, the compensation paid or proposed to be paid, or the proposed distribution of assets, must be filed within 30 days from the date of service of the last of the petition for discharge or final accounting. Within 90 days after filing of the objection, a notice of hearing thereon must be served, or the objection is abandoned.

27. Objections, if any, shall be in writing and shall state with particularity the item or items to which the objection is directed and the grounds on which the objection is based.

28. There are no other known parties to have an interest in this Conservatorship other than as contained in this Petition.

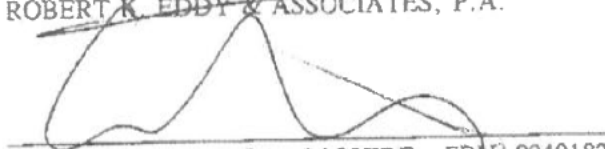
29. Accordingly, good cause exists to grant this Petition for Discharge.

WHEREFORE, the Petitioner, CAROLE LEWIS, Sole Conservator of the DL and GALTA accounts, formerly Co-Conservator, prays this Honorable Court grant this Petition for Discharge and enter an Order of Discharge, close the Conservatorship, Discharge the Conservators, and to grant such other and further relief as this Court deems just and proper.

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true copy of the foregoing has been furnished by U.S. Regular Mail this 1th day of October, 2002, to: Benjamin G. Morris, Esquire, and Donald W. Stanley, Jr., Esquire, Suite 1240, 101 E. Kennedy Blvd., Tampa, Florida, 33601-2111, Clifford R. Opp, Esquire, Registry One, Sabal Park, 10002 Princess Palm Avenue, Suite 228, Tampa, Florida, 33619-1357; Wendy Williams, *pro se*, 4301 7th Avenue, Tampa, Florida 33615; and Joseph Fritz, Esquire, 4204 N. Nebraska Avenue, Tampa, Florida 33603-4116.

ROBERT K. EDDY & ASSOCIATES, P.A.



CRAIG E. ROTHBURD, ESQUIRE - FBN# 0049182
808 W. De Leon Street
Tampa, Florida 33606
Phone: (813) 251-8800
Fax: (813) 251-5042
Attorneys for Carole Lewis
Our File No: 4040

EXHIBIT E

IN THE CIRCUIT COURT OF THE THIRTEENTH JUDICIAL CIRCUIT
IN AND FOR HILLSBOROUGH COUNTY, FLORIDA
GUARDIANSHIP DIVISION

IN RE: CONSERVATORSHIP OF

File Number: 97-2001

JACK DONALD LEWIS,
a/k/a J.D. LEWIS, a/k/a
DONALD LEWIS

Division: "A"

ORDER OF DISCHARGE

THIS CAUSE came before the Court on the Petition for Discharge filed by CAROLE LEWIS, Sole Conservator of the DL and GALTA accounts. The Court makes the following findings of fact:

1. The Petition for Discharge was filed pursuant to Rule 5.680, Florida Probate Rules (2002), and Section 747.04, Florida Statutes (2001).
2. JACK DONALD LEWIS a/k/a J.D. LEWIS, a/k/a DONALD LEWIS ("LEWIS") disappeared and has been missing since August 18, 1997.
3. LEWIS has been presumed dead pursuant to this Court's previous Order Determining LEWIS, Deceased, dated October 8, 2002.
4. Due to the presumed death of the ward, LEWIS, the need for the Conservatorship has terminated.
5. The Petitioner represented that the Conservatorship has been fully administered and the Petitioner has paid all creditors and expenses of the Conservatorship and that it was not necessary to make any other payments, settlements, or dispositions of other claims or debts, but for the remaining fees and costs of the Court appointed Monitor and his attorneys.

6. The Petitioner represented that the expenses of administration have been paid, but for the remaining fees and costs of the Court appointed Monitor and his attorneys, which fees are estimated to be \$5,000.00 and provisions for payment of the same have been made.

7. All persons having an interest in this proceeding were provided notice of the Petition for Discharge and Final Accounting, to wit: **Gale Rathbone, Lynda Sanchez, and Donna Pettis**, c/o Clifford R. Opp, Esquire, Registry One, Sabal Park, 10002 Princess Palm Avenue, Suite 228, Tampa, Florida, 33619-1357; **Anne McQueen, a/k/a E.A. Riggs**, c/o Joseph Fritz, Esquire, 4204 N. Nebraska Avenue, Tampa, Florida 33603-4116; **Wendy Williams**, *pro se*, 4301 7th Avenue, Tampa, Florida 33615; **Douglas Stalley**, c/o Benjamin G. Morris, Esquire, and Donald W. Stanley, Jr., Esquire, Suite 1240, 101 E. Kennedy Blvd., Tampa, Florida, 33601-2111; and Carole Lewis c/o Craig E. Rothburd, Esquire, 808 W. De Leon Street, Tampa, Florida 33606.

8. No objections to the Final Accounting or Petition for Discharge were filed within 30 days from the date of service of the last of the Petition or Final Accounting, to wit: October 7 and 17, 2002, respectively.

For the foregoing reasons, this Court finds that the Petition for Discharge should be granted. It is thereupon;

ORDERED AND ADJUDGED that the Conservator, Carole Lewis, and the Co-Conservators, Gale Rathbone, Lynda Sanchez, and Donna Pettis are discharged, and the surety on the Conservator's and Co-Conservators' bond(s), if any, are released from further liability.

ORDERED AND ADJUDGED FURTHER that the Monitor, Douglas Stalley, is discharged, and the surety on the Monitor's bond, if any, is released from further liability.

ORDERED AND ADJUDGED FURTHER that the assets of this Conservatorship, which currently remain in the control of Carole A. Lewis, as to the DL and GALTA Accounts; and Gale Rathbone, Lynda Sanchez, and Donna Pettis, as to the PSRL Account, are hereby transferred to each of them respectively pursuant to the terms of the various trusts in which such assets are held.

DONE and ORDERED in chambers, in Tampa, Hillsborough County, Florida, on this 11 day of Dec., 2002.

/S/SUSAN SEXTON
SUSAN SEXTON
CIRCUIT COURT JUDGE

Copies to:

Craig E. Rothburd, Esquire
Donald W. Stanley, Jr., Esquire
Clifford R. Opp, Esquire
Joseph Fritz, Esquire
Wendy Williams, *pro se*