

No. A06-0171

State of Minnesota

In the Court of Appeals

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In Re the Estate of:

**JOHN JOSEPH SULLIVAN:**

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**APPELLANT'S REPLY BRIEF**

J. MICHAEL J. DOLAN  
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of the Estate of  
John Joseph Sullivan

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**CORRECTIONS TO RESPONDENTS' BRIEF:**

**STATEMENT OF FACTS AND CASE**

**PROCEDURAL HISTORY**

The Appellant, though encumbered by the massive amount of error and convolution produced by:

- 1) white washing,
- 2) erroneous statements,
- 3) warping and exaggeration of the truth
- 4) ignoring, leaving out, disregarding of important facts,
- 5) and paragraphs with premises that do not lead to the conclusions drawn,

and though limited by time constraints, will show to the best of her ability, the quantity of these errors, and will for each erroneous statement, produce the facts from evidence of the truth.

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Respondents' brief, page 1, para. 4:

“During this time frame, Nancy A. Sullivan, the Appellant herein, was making requests for financial assistance or loans from the Decedent.”

**Appellant's response:**

This is untrue. This statement warps the truth. The decedent would initiate/volunteer sending the Appellant financial help; always asking the Appellant what she needed, on a very consistent basis in phone conversations. T 35. The Appellant agrees with the acknowledgement in the partial quote “---financial assistance or loans”, that indeed at

least in part, the financial support was simply that, financial assistance, and in all respects the Appellant states the help, whether loan or gift, was in fact support.

Please see Appellant's brief, Argument VI, pages 41-46.

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Respondents' brief, page 1, para. 4:

"The Decedent's spouse sent to the Appellant a letter, directed to the Appellant, advised the Appellant of health and financial concerns regarding the Decedent."

Appellant's response:

This letter of May 22, 2003, from Carol Sullivan to the Appellant, did in fact make statement of "---health and financial concerns regarding the Decedent". (A 88)

Far more than that, this paragraph conveniently left out, ignored a basic objective of Carol Sullivan to use this letter, as a threatening smear letter against the Appellant, with malicious intent, to vilify, discredit, and ostracize the Appellant from her family, and all who were sent this smear letter.

Also, in the letter Carol Sullivan stated she had been tape-recording most of the Appellant's conversations with the decedent, from when Dad, (the decedent) and Carol wintered in Arizona and also when they were in Minnesota. This was done without the Appellant's knowledge of or agreement to any tape recording of the Appellant's conversations with her Dad, the decedent. Carol also stated I, (the Appellant) "--- shouldn't bother with an attorney".

In this same letter Carol Sullivan states that she feels the decedent is mentally incompetent, yet Carol, John. Poski, (personal representative), and attorney Charles Krekelberg who allowed the signing of the Codicil by the decedent, and the Court, state that the Codicil should stand. The Appellant feels that the decedent was taken advantage due to his weakened condition, by collusion and undue influence, to the financial benefit of the three above involved persons.

Please see Appellant's brief, Argument II, pages 1-21, and (A 88) Carol Sullivan's smear letter.

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Respondents' brief, page 2, para. 1:

"Essentially, the Codicil was designed to save the Decedent's estate inheritance tax."

Appellant's response:

The above statement conveniently left out that besides saving the "---Decedent's estate inheritance tax", this also increased the amount that the decedent's wife, Carol Sullivan would inherit. This fact shows reason for possible undue influence upon the decedent, John Joseph Sullivan, by Carol Sullivan, John Polski, and attorney Charles Krekelberg.

Please see Appellant's brief, Argument II, pages 14-22, and (A 48-49-50)

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Respondents' brief, page 2, paragraph 2:

“The Petition for General Guardianship of the Person and Conservatorship of the Estate of the Decedent was filed on October 30, 2003, and ultimately, those petitions for guardianship and conservatorship were granted.”

Appellant's response:

An important fact has been left out here, which is that the guardianship and conservatorship were only temporary, and that John J. Sullivan, decedent, had not been named incompetent in the courts.

This emergency temporary control of the decedent, furthers the Appellant's strong feelings that these hearings were part of the collusion, or string of events to take control of the decedent and his finances.

Please see Appellant's brief, (A 110-131), and Argument II, pages 14-21.

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Respondents' brief, page 3, para.1:

“At no time did the Appellant file an objection to the Will or Codicil. It is clear that the Appellant joined in the objection to the enforceability of the Codicil, but she filed no specific objections thereto.”

Appellant's response:

The above is an outright erroneous statement!

1) In the pretrial hearing of March 14, 2005, “Attorneys Thomas Reif, Timothy Dwyer, John Minge and John Bartz appeared by telephone.”

“Attorneys for the Objectors advised the Court that both the Will and the Codicil will be challenged at the time of trial. All parties agree that they will not be ready for trial on March 29, 2005.” This was a specific objection by the Appellant!

Please see Appellant’s brief, Argument 1, page 2. Also please see SECOND AMENDED SCHEDULING ORDER, page (A 42).

2) Appellant stated in Blended Interrogatories of February 17, 2005, her strong objections to the Codicil. This too, was a specific objection by the Appellant!

Please see Appellant’s brief, NANCY Z. SULLIVAN’S ANSWERS TO BLENDED INTERROGATORIES AND REQUEST FOR PRODUCTION OF DOCUMENTS,

Emphasis on pages (A 48-49-50).

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Respondents’ brief, page 3, para. 3:

“The children challenging the Will and Codicil entered into negotiations with the personal representative for resolution of issues attendant to the Will contest.”

Appellant’s response:

1) The above is erroneous: Appellant through her attorney John Bartz, was involved in the negotiations.

Respondents’ brief, page 3, para. 3:

“Ultimately, those individuals were able to enter into a written stipulation to resolve all issues involved in the Will contest.”

Appellant's response:

2) Again this above statement is erroneous. The Appellant was not one of those individuals who were able to enter into a written stipulation to resolve all issues involved in the Will contest, even though involved in the negotiations.

The Appellant never signed the settlement agreement because of issues that make the settlement agreement unjust and unreasonable.

Please see Appellant's brief, Argument 1., pages 1-13.

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Respondents' brief, page 3, para. 4:

“The Decedent's spouse, Carol Sullivan, filed an objection to the Petition for Family Allowance dated September 7, 2005. Among other things, this objection claimed that any sums previously received, by the Appellant, from the Decedent, prior to his death, are not payments in the form of support but were, in fact, loans. The objection included copies of letters sent by the Social Security Administration to John J. Sullivan requesting clarification of information regarding funds extended to the Appellant.”

Appellant's response:

The Appellant knows there to be but one letter dated May 15, 2002, from the Social Security Administration. Again the Appellant feels this misstatement to be an attempt at exaggeration for effect.

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Respondents' brief, page 4, para. 1:

“It is clear from these documents that the determination of the status of the funds provided to the Appellant by the Decedent were an important consideration in the analysis of whether the Appellant would qualify for social security benefits.”

Appellant's response:

This is an example of “whitewashing”. It is well known that receiving of Social Security benefits has no bearing on whether a person has been supported by a loan or by gift. Social Security benefits are based on individual's work history or lack there of, and recipient's age. Appellant inquired of the Social Security Administration whether she could be eligible for Disability, but was told Appellant, though disabled, did not qualify because she did not have a work history of ten or more consecutive years of full-time employment. The reason the disabled Appellant did not have this work history is because of Post-Polio life-long crippled condition in her legs and feet preventing the disabled Appellant from attaining such a work history.

The Appellant was told she might be eligible for S.S.I., Supplementary Security Income. Upon making application for this welfare help, it was determined the Appellant could not receive this because Appellant must live in an apartment of not more than \$400.00 per month, and not receiving financial help over \$65.00 per month. Realizing this was not possible, because the Appellant would have to give up her residence of that time, and would have to be in complete destitution to receive SSI. Also, the layout of the townhouse the Appellant was living in was very necessarily helpful to her crippling condition. Also the insurance she was carrying was important to her life-long disability.

The Appellant did not pursue SSI further until 2003, when Carol Sullivan stopped all financial help to Appellant in August, 2003, forcing the crippled Appellant out of her townhouse home of 6 years, and into bankruptcy, cancelled health insurance, and abject poverty.

Please see Appellant's brief, Argument I, page 5, Argument V., page 39, and (A 89-90), and (T 36, 38, 44-45, 56).

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Respondents' brief, page 4, para. 1:

"In a letter dated May 15, 2002, a claims representative of the Social Security Administration sent a letter to John J., Sullivan indicating that the Appellant, Nancy Sullivan, had characterized the transfers as loans and was seeking confirmation from John J. Sullivan as to that status."

Appellant's response:

From the date of the letter of May 15, 2002, forward, and for the rest of the time that the decedent was supporting Appellant, the support can assume to be as gifts to the Appellant. Whether gift or loan, the financial help was indeed support!

There was never any written agreement or loan instrument of any kind between the Appellant and her father, the decedent.

Please see Appellant's brief, Argument V, page 39, Argument VI., 41-46, (T 35-36)

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Regarding concern by the Respondents as to whether the financial support was a loan or gifted, the Appellant wishes to draw comparative attention to her sibling, half sister,

Kelly Sullivan, and to her sibling brother Timothy Sullivan.

Carol Sullivan along with writing the smear letter to the Appellant, family, attorneys and Accountant, J. Polski, (A 88), was apparently trying to stop the decedent from sending support to the Appellant. Carol Sullivan was delaying and voiding checks to the Appellant, and sending an unsigned bait-check, written in her own hand, to Appellant, and finally stopping financial support, altogether, to the Appellant, very much against the decedent's wishes.

Please see Appellant's brief, Argument II, page 19, for further apparent egregious actions by Carol Sullivan.

In this same time period between 2002 and 2003, Kelly Sullivan was given or loaned 7 ½ acres of lake shore, a private road, well, septic system and foundation and house, along with a new car. Also, the decedent, and Carol took out a bank loan for Kelly Sullivan, of \$300,000.00 or \$400,000.00, to start a dress shop in Fergus Falls.

Was this funding of miles of lakeshore property, with private road septic system, drilled well, foundation, and new car and \$300,000.00 or \$400,000.00, **in loan form to be paid back?**

Timothy Sullivan, Appellant's brother: (T 24, lines 14-18) "Well, my father's farm, 460 acres, minus what my father sold to my brother Tim at a tremendous value, tremendously lowered value. My brother Tim I think has 60, 70 acres with lakeshore;---"

This property was obtained by Timothy Sullivan from the decedent, at very much under

value at the time. Is it expected that Timothy Sullivan should pay the difference of the real value when he can afford to do so? **Was the obtaining of that 60, 70 acres in part a loan, to be paid for when he could afford to?**

Considering the Appellant's siblings in contrast to the Appellant, "---none of Appellant's siblings or step-siblings need the money to exist on, as the Appellant does, none are indigent and crippled."

Please see Appellant's brief, Argument I, pages 11-12-13, (T 24, 55)

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It appears to the Appellant that Carol, siblings, personal representative, and attorneys have been and are using the Appellant as an "---easy mark", a "scapegoat", to get control of the decedent, and now, to further vilify, disown, ostracize, and disregard the Appellant for their own further financial gain, by approving the Codicil and the settlement agreement.

Please see Appellant's brief, Argument III, page 22, for John Polski's quote to Appellant, that she is considered an "---easy mark", a scapegoat".

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Respondent's brief, page 5, para. 5:

"The Appellant, Nancy Sullivan, did not file an objection to admission of the testamentary documents to probate"

Appellant's response:

The above is an outright erroneous statement.

Please see Appellant's response to Respondents' brief, page 4, para. 3, page 5, para. 1-4.

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Respondents' brief, page 7, para. 1:

“In the present case, the Court determined that the provisions of acceptance of the stipulation as required in Minn. Stat. 524.3-1102 (3) had been met. The Court specifically found that there had been a good faith Will contest and that the agreement of the parties was just and reasonable.”

Appellant's response:

This is incredibly erroneous!

How can this possibly be “---just and reasonable” to the Appellant. The Appellant has been stating over and over and over again to deaf ears, that **she, the Appellant, never did and is not now in agreement with the settlement agreement! The Appellant has also obviously never signed the settlement agreement.** Is Appellant not to be counted as one of the siblings or “parties” because the Appellant disagrees with the agreement, finding it grievously unjust and unreasonable?

Also, in Minn. Stat. 524.3-1102 (1) “The terms of the compromise shall be set forth in an agreement in writing which shall be executed by all competent persons-----“

**The Appellant has never signed the settlement agreement.** Is this the way the rules are bent in a court of law?

Please see Appellant's brief, Argument I, all of pages 1-13, as to **why the Appellant states that the settlement agreement is Unjust and Unreasonable.**

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Respondents' brief, page 7, para. 3:

"Minn. Stat. 524.3-1102, Subd. 1 requires that the compromise be set forth in writing. It is clear, in the context of this case, that the proposed agreement was set forth in writing."

Appellant's response:

**The above is the most egregious ignoring, distorting, leaving out, and disregarding of important facts.**

"Minn. Stat. 524.3-1102, Subd. 1 "The terms of the compromise shall be set forth in an agreement in writing which shall be executed by all competent persons and parents acting for any minor child having beneficial interests or having claims which will or may be affected by the compromise. Execution is not required by any person whose identity cannot be ascertained or whose whereabouts is unknown and cannot reasonably be ascertained." Emphasis added

Appellant did not agree to nor did the Appellant sign the settlement agreement.

Therefore the settlement agreement never should have been accepted by the personal representative and the Court should not have upheld the settlement agreement.

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Respondents' brief, page 7, para. 5:

"It is clear that the Appellant has standing to raise the issues she has brought before the Appellate Court."

Appellant's response:

The Appellant agrees with the above statement.

Respondents' brief, page 7, para. 5, and page 8, para. 1.

"However, that does not resolve the issue of whether the Appellant is a party having a "beneficial interest which will be affected by the compromise." Essentially, the Trial Court's Findings of Fact, Conclusions of Law, Order for Judgement---Accepting the Compromise found that the Appellant was not an individual affected by the compromise."

Appellant's response:

Respondents and the Court fail to recognize that Appellant is in great need, both financially, now being completely indigent, and physically, now living in an extremely high risk, accident ridden environment, in regard to her worsening and deteriorating condition, involving both of her feet and legs.

Also in this indigent condition:

- 1) Appellant cannot obtain the necessary proper medical care,
- 2) or living conditions,
- 3) or support the Appellant's crippled, invalid condition which she is so in need of.

"The Appellant will need and is asking for \$720,000.00 over a period of 20 years. That is, \$36,000.00 per year times 20 years, \$3000.00 per month. If the Appellant is awarded \$54,000.00 Family Allowance, this would be a part of the above, as one and a half years' support payments at \$3000.00 per month. Please see Appellant's brief, Argument V., pages 3-4. Also Argument V., pages 37-38.

Please see Appellant's brief, Argument I., pages 1-13, especially pages 8-9-10.(A 89-90,

Appellant's current financial condition) (A 91-97 Appellant's doctor reports)

Please see Appellant's brief, OBJECTING TO APPROVAL OF SETTLEMENT AGREEMENT AND FOR FAMILY ALLOWANCE, August 26, 2005, pages (A 60-61).

Please see AFFIDAVIT OF NANCY A. SULLIVAN IN SUPPORT OF PETITION OBJECTING TO APPROVAL OF SETTLEMENT AGREEMENT AND FOR FAMILY ALLOWANCE, September 8<sup>th</sup> 2005, page (A 63-65)

If the trustee disallows this to a life-long post-Polio cripple, whom the decedent was in fact supporting, and who is now absolutely indigent, on welfare, not getting proper medical treatment or housing, **the trustee most probably is misusing his powers and discretion as trustee, because of probable collusion and personal vendetta against the Appellant, or out of convenience only.**

Please see Appellant's brief, Argument I, page 8, 13. Argument III, page 26.

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Respondent's brief, page 8, para. 2. "The Appellant's objection to the compromise essentially focused on the fact that as a result of the compromise, the trustee of the Sullivan Residuary Trust would no longer have the authority to pay out **inequitable** sums between the siblings."

Appellant's response: THE AMERICAN HERITAGE DICTIONARY, Second College Edition, 1982.

Page 658. **Inequitable**, not equitable, unfair.

Page 461. Equal 1. Having the same quantity, measure, or value as another.

Page 1320. Unequal 1. Not the same in any measurable aspect, as extent or quantity.

Page 320. Converse. Reversed, as in position, order, or action, contrary. 1. Something that has been reversed, opposite.

Unequal, or not equal, or “---need not be equal---“ is the converse of equal:

“---need not be equal between my respective children.”

Appellant’s brief, LAST WILL AND TESTAMENT OF JOHN JOSEPH SULLIVAN,  
pages (A 16-17).

The Appellant feels strongly that the respondents’ superimposing of the word inequitable over or, or in place of the word unequal, is an unethical maneuver, a sneaky falsehood to taint the wording in the testator’s Will itself. Appellant is absolutely, and unequivocally, sure that John Joseph Sullivan, testator, decedent, would never have used inequitable in place of unequal in his will, nor would he have thought of unequal as inequitable as his will is written and intended.

“---to provide for his or her or their (as appropriate) proper care support, maintenance, health, education, general welfare, reasonable luxuries, (comparable to the standard of living to which he or she or they have been accustomed ) including assistance in building or purchasing a home or entering into or managing a business or profession.”

“Such payments need not be equal between my respective children and the children of deceased children.”

Quoted in part, with emphasis added.

“---his or her or their---“ along with “Such payments need not be equal---“ indelibly

stresses the testator's (decedent's) intent in regard to "Such payments need not be equal---".

The above quote from the Appellant's brief, LAST WILL AND TESTAMENT OF JOHN JOSEPH SULLIVAN, pages (A 16-17).

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Respondents' brief, page 8, para. 4:

"The Appellant apparently contends that this modification in the authority granted the trustee in the Will, versus the authority granted in the stipulation, makes her an individual whose beneficial interest was negatively affected by the stipulation thereby giving rise to the requirement that she must be a signator to the settlement agreement."

It is clear that the Appellant continually objected to both the Will, in regard to the Codicil, and to the settlement agreement. These above objections continually raised with evidentiary arguments by the Appellant, are obvious evidence that the Appellant has a beneficial interest negatively affected by the stipulation, as the stipulation substantially limits the amount of Appellant's share of the decedent's estate, far short of the amount necessary to sustain and support the Appellant. How could this history of objecting be construed otherwise? This evidence together with the fact that Minn. Stat. 524.3-1102 (1) requires an agreement be executed by all competent persons having beneficial interests which will or may be affected by the compromise, do show unequivocally, that the personal representative should not have found this settlement agreement acceptable, and the Court should not have allowed its acceptance.

Please see -Appellant's brief, Argument III, pages 22-27.

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Respondents' brief, page 9, para. 2:

**Taken from the Court's Conclusion of Law**, "Nancy bases her objection/contest to the will on an unfounded expectation that in the original will she is entitled to receive a larger sum of money from the Residuary Trust.

Appellant's response:

Appellant's brief, Argument IV., page 28. "The above is absolutely erroneous, and mistakenly stated. The Appellant is stating again, the Appellant has never and is not now contesting the Will of July 13, 2001. The fact is that the Appellant feels it should be upheld! (A 101, 102)

**The Appellant objected to the Codicil of July 30, 2003, and not for the "--- expectation---" of "---receiving a larger--- sum".** (A 79)

1) The Appellant objected to the Codicil of July 30, 2003, for the reason that the decedent, John J. Sullivan, did not have the testamentary capacity to understand that he was signing a codicil, at 9 am in the morning."

Please see Appellant's brief, Argument IV., pages 28, 29, 30, for the three other reasons why the Appellant objected to the Codicil.

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Respondents' brief, page 9, para.2:

"It appears from this quote that the Trial Court thought that the original Will required equal distributions between the parties' children."

Appellant's response:

The Appellant agrees that the Trial Court appears to have erred in thinking the original Will required equal distributions between the children.

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Respondent's brief, page 9, para. 2. "The proposed settlement agreement excludes said clause regarding the trustee's discretion to pay to a child of the decedent unequal amounts of money from the residuary trust, but does provide that each child of the decedent shall receive an equal distribution from the estate."

Appellant's response:

The Appellant states the above quote is true.

The above Respondents' quote is taken from FINDINGS OF FACTS CONCLUSIONS OF LAW ORDER, November 17, 2005, Appellant's brief, page (A 79, para. 6).

Also please see ORDER APPROVING SETTLEMENT AGREEMENT, dated November 17, 2005, page (A 67).

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Respondent's brief, page 9, para. 2:

"The proposed settlement agreement excludes said clause regarding the trustee's discretion to pay to a child of the decedent unequal amounts of money from the residuary trust, but does provide that each child of the decedent shall receive an equal distribution from the estate."

Respondent's brief, page 9, para. 3:

"It is clear from this section of the Order, that the Court was well aware that the original trust provisions, allowed for an unequal distribution."

Appellant's response:

The Appellant does NOT feel that it was necessarily "**clear**" that the Court was well aware that the original trust provisions, allowed for an unequal distribution. This would have been clear **without** the gross error of "---need to be equal---" instead of "---need NOT be equal---". Emphasis added.

From the premise:

because the settlement agreement paragraph is **correctly** printed, in the Court order,

it cannot necessarily be concluded or deduced that:

the true meaning of the **incorrectly** printed paragraph of the **Will** in the Court Order

must therefore have been clearly understood by the Court.

especially since the error or **incorrect wording** is completely **opposed or opposite to**, in meaning, **what should have been printed.**

The two documents are not in any way identical, having very different sentence structure and information from one another and therefore, this is a **false** conclusion or deduction..

In the Appellant's estimation, it is pure conjecture, speculation, whether the Court "clearly" understood and was "well aware" that the original trust provisions allowed for an unequal distribution. This is an important issue because this is an absolutely essential paragraph of the decedent's Will.

Please see Appellant's brief, LAST WILL AND TESTAMENT OF JOHN JOSEPH SULLIVAN, of July 13, 2001, pages (A 16-17), paragraph A (3) of ARTICLE VI.

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Respondents' brief, page 9, para. 3:

"However, the Court specifically found that, "this clause does not provide Nancy Sullivan with a guaranteed expectation to receive a greater sum of money than any of her siblings."

Appellant's response:

- 1.) As has been shown, the Appellant feels that it is open to conjecture whether the Court fully understood "this clause".
- 2.) According to language of the Will, Appellant has a reasonable expectation that **the payment from the residuary trust is to be based upon need.**

Unlike her siblings who are well off financially and physically fit, the Appellant is completely indigent, on welfare stamps, suffers from a life-long post-Polio crippling condition, and now is severely crippled in both feet and with neurological problems in both of her feet, legs, and ankles. Appellant's temporary living conditions are hazardous to her severe disabilities. The Appellant is in much need of permanent support for reasonable living conditions and maintenance to meet the needs of her crippled condition, proper transportation, and special orthopaedic shoes, and some reasonable clothing and in need of proper medical care, none of which the Appellant can afford.

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Respondents' brief, page 9, para. 4:

"The Trial Court found that while there was authority within the original residuary

trust to give any of the children a greater sum, there was no guarantee that they would receive a greater sum. The authority to make that decision was clearly within the discretion of the trustee and under the terms of the trust solely within his discretion. As a result, the trustee would ultimately decide whether any of the children would receive a greater share.”

Appellant’s response:

1) As has been shown, the Appellant feels that it is open to conjecture whether the Court fully understood “this clause”, in regard to: ”the Trial Court found that while there was authority within the original residuary trust to give any of the children a greater sum, there was no guarantee that they would receive a greater sum.”

2) The Appellant agrees that there are no guarantees, however, **John Polski**, as Personal Representative to the decedent’s estate, **has the obligation and legal responsibility to uphold the integrity of the testator’s Will as it was written**, as it was **intended**, including the payment of a greater share to a child whose indigence and invalidism has not been experienced by her siblings. John Polski should have **conscientiously objected to the discarding of, and emasculation of, at whim, the intent of the testator’s Will.**

**John Polski as personal representative should not have requested the settlement agreement to be approved**

**and,**

**The Trial Court should not have upheld the settlement agreement.**

The wording in the Will: “---**deems necessary or advisable, to provide for his or her**

or their (as appropriate) proper care, support, maintenance, health education, general welfare, reasonable luxuries, (comparable to the standard of living to which he or she or they have become accustomed) including assistance in building or purchasing a home or entering into or managing a business or profession.” “Such payments need not be equal between my respective children.” (Emphasis added.)

shows undeniably that the intent of the **residuary trust** is based on:

- a.) need, “---deems necessary or advisable,---“ and
- b.) and that “---Such payments need not be equal between my respective children.”

Please see Appellant’s brief, LAST WILL AND TESTAMENT OF JOHN JOSEPH SULLIVAN, July 13, 2001, pages (A 16-17)

Please see Appellant’s brief, Argument III, pages 22-27., re: John Polski, as personal representative to the Will.

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Respondents’ brief, page 9, para 4, and page 10, para. 1:

“The trustee participated in the settlement agreement. By the trustee’s consent to the settlement agreement, the trustee was clearly indicating his intention to give to each of the children equal shares of the principal and interest of the residuary trust.”

Appellant’s response:

John Polski as personal representative of the decedent’s estate, and thereby legally responsible for insuring the integrity of the decedent’s Will, it appears, instead of doing so, with the help and agreement of Carol Sullivan, attorneys, and all siblings, without the

objecting Appellant, did fraudulently take it upon himself to rewrite the decedent's Will; this apparently for his/their further financial gains, and with complete disregard for, and ignoring of, the objecting indigent and crippled Appellant.

The Appellant as an objector to the settlement agreement, because Appellant very strongly believes the stipulation to be profoundly unjust and unreasonable, refused to, and did not sign the stipulation.

Minn. Stat. 524.3-1102 (1) states "The terms of the compromise shall be set forth in an agreement in writing which shall be executed by all competent persons---" "---having beneficial interests or having claims which will or may be affected by the compromise.

Rewriting, reformulating the testator's intent, especially at the objections of the Appellant is fraudulent;

**Therefore: John Polski, as personal representative of the decedent's estate, has obstructed justice.**

The Appellant, as a known objector, did not sign the stipulation and the personal representative, in accepting it without her signature, went contrary to the rule of law;

**Therefore: John Polski, as personal representative of the decedent's estate, has obstructed justice.**

Minn. Stat. 524.3-1102 (2) states "---the personal representative or a trustee, then may submit the agreement the court for its approval---"

The personal representative should not have offered a settlement agreement to the Court, which apparently had been fraudulently devised, knowingly not having the signature of

an aggrieved indigent and crippled child who has beneficial interests, in regard to the Will.

**Therefore: John Polski, as personal representative of the decedent's estate, has obstructed justice.**

**The Appellant feels this, among other issues, is cause for removal of John Polski as personal representative to the Estate of John Joseph Sullivan and does substantiate that the bond should not be removed on John Polski.**

**THE COURT ERRED IN REMOVING THE BOND ON JOHN POLSKI, AS PERSONAL REPRESENTATIVE .**

Please see Appellant's brief, Argument III, pages 22-27, John Polski, regarding other issues.

Minn. Stat. 524.3-1102 (3) states "---the court, if it finds the contest or controversy is in good faith and that the effect of the agreement upon the interests of persons represented by ---representatives is just and reasonable, shall make an order approving the agreement---".

Because of the total disregard for Minn. Stat. 524.3-1102 Procedure for securing court approval of compromise,

**The Trial Court erred in accepting the settlement agreement from John Polski, personal representative of the decedent's estate, because the settlement agreement was corrupted in that the agreement did not have all necessary signatures.**

**THE COURT ERRED IN UPHOLDING THE SETTLEMENT AGREEMENT**

**BECAUSE OF these ISSUES stated, THAT MAKE THE SETTLEMENT AGREEMENT UNJUST AND UNREASONABLE.**

Please see Appellant's brief, Argument I, pages 1-13, re: Trial Court erred in Upholding Settlement Agreement.

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Respondents' brief, page 9, para 4:

"The trustee participated in the settlement agreement. By the trustee's consent to the settlement agreement, the trustee was clearly indicating his intention to give to each of the children equal shares of the principal and interest of the residuary trust."

"As a result, the Appellant could have no real expectation to receive an unequal distribution from the trust."

Appellant's response:

This fraudulent "result", this fraudulent acceptance of the stipulation **without the objector-Appellant's signature, cancelled out the indigent, and crippled Appellant's reasonable possibility or "---expectation to receive much needed unequal distribution from the trust," based on need.** Emphasis added.

Respondents' brief, continued, page 10, para. 1:

"As such, the stipulation of the parties did not negatively affect the Appellant, and therefore, she was not required to execute the stipulation."

Appellant's response:

The above erroneous statement again is an attempt at convoluting and confusing and

mix-mastering the truth:

A settlement agreement requires the signatures of all interested parties. Minn. stat. 524.3-1102.

1) The parties, and trustee, against Appellant's objections, and against Minn. Stat. 524.3-1102, fraudulently eradicated, emasculated the phrase in the Will that would definitely help the crippled indigent Appellant; that phrasing being, a) distribution based on need, b) and that distribution need not be equal.

2) Next, it is stated in the Respondents' brief, page 10, para. 5 that: "As a result" (fraudulent without Appellant's agreement or signature) "the Appellant could have no real expectation to receive an unequal distribution from the trust."

Parentheses with Appellant's inclusions added.

3) And next, it is stated in the Respondents' brief, page 10, para. 5, that:

"As such, the stipulation of the parties did not negatively affect the Appellant, and therefore, she was not required to execute the stipulation"

**The Appellant has never stated that she is negatively affected by the Will as it was originally written.**

The reason the Appellant **objected to the settlement agreement** is because the **settlement agreement** emasculates the **based on need**, and the **unequal distribution** language from the decedent's Will, **therefore the settlement agreement negatively affecting the Appellant**, crushing the reasonable expectation for the level of financial support the Appellant is so much in need of.

John Polski, personal representative for the decedent's estate, and Carol Sullivan, and siblings, and attorneys are apparently colluding and trying to **rob** the Appellant of any possibility of absolutely necessary financial support:

- 1.) by producing a settlement agreement without her signature, that deletes, obliterates the **based on need**, and the **unequal distribution** language from the decedent's Will,
- 2.) and then stating that the Appellant, because her siblings changed the Will via the settlement agreement, that Appellant didn't sign or agree with, that she isn't **required to agree to or sign the agreement because they already have, illegally, without her,**
- 3.) and so because her siblings have produced this settlement agreement and put it before the Courts, this Settlement agreement does **no longer negatively affect the Appellant (erroneously stated here)** because through her siblings' collusion and fraudulent producing of the settlement agreement against the completely indigent and crippled Appellant, all of her hopes are crushed, gone, for much needed permanent financial support.

How can it be said by any **sane** person, that because the possibility of financial help based on need and unequal distribution in the Will, is taken out of the Will by illegal maneuvering of a settlement agreement, without the objecting Appellant's necessary signature, that the Appellant is now no longer adversely affected because the illegally produced settlement agreement has taken out all hope of badly needed support, and therefore her agreement/signature was not needed for the settlement agreement in the first place?

Is this Alice in Wonderland, The Mad Hatter's Tea-party??

In the Appellant's view, this massive quantity of, obvious, with intent, erroneous statements, trickery, distortions and muddlings and mix-mastering of the truth by the Respondents, is so unethical and grievous.

To throw out Appellant's right, under Minn. Stat. 524.3-1102, because the Appellant doesn't agree with the agreement, therefore stating that the Appellant's agreement/signature is not necessary, is indisputably obstruction of Justice. This is obstruction of the Appellant's rights, protected under Minn. Stat. 524.3-1102. This does rob the Appellant of her rights that are so stated in the Statute. The following, analysis by Appellant in logical format, shows indisputably, the false conclusion drawn from the stated premise; therefore this argument is faulty, erroneous, and cannot stand:

Premise:

If Appellant doesn't agree with and therefore will not sign, (execute) the settlement agreement,

Conclusion:

then Appellant's signature is not needed on the settlement agreement for John Polski to accept, and ultimately the Court to accept the settlement agreement.

**The above faulty, therefore erroneous, conclusion, if upheld, renders the Minn. Stat. 524.3-1102 useless and null and void.**

Plainly stated, the Appellant's siblings are saying: if you, the Appellant don't agree with us, we will ignore you, the Appellant, and the Minn. Stat. 524.3-1102, and do whatever

we want to, without you the Appellant, in regard to the decedent's Will.

**John Polski as personal representative should not have requested the settlement agreement to be approved,**

**and**

**The Trial Court should not have upheld the settlement agreement.**

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Respondents' brief, page 10, paragraph 4:

"In a letter submitted to all family members by the Decedent's spouse dated May 22, 2003 (Appellant's Appendix, Page (A 88), the Decedent's spouse had indicated concerns about the Decedent's capacity."

Appellant's response:

\*Please see Appellant's brief, Argument II, Which shows why the Appellant objected to the Codicil. especially see page 15.

Please see Appellant's brief, page 2, para. 2, 3, 4, page3, para. 1-2, of this report, in regard to the above smear letter that Carol Sullivan sent to the Appellant.

Please see Appellant's brief, page (A 88) Carol Sullivan's smear letter to Appellant, all siblings, attorneys, and accountant John Polski, personal representative to the John Sullivan Estate.

Please see Appellant's brief, Argument II, pages 18-19. Listing of Carol Sullivan's behavior.

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Respondent's brief, page 11, para. 3:

"It is important for this Court to note that the Appellant herself made no such Will challenge but apparently supported some portion of her siblings' challenge to the Codicil."

Appellant's response:

This is an outright erroneous statement!

The above statement is an example of the Respondents' ignoring, leaving out, disregarding of important facts, and making of erroneous statements, much to the detriment of the Appellant.

1) In the pretrial hearing of March 14, 2005, "Attorneys Thomas Reif, Timothy Dwyer, John Minge and John Bartz appeared by telephone."

"Attorneys for the Objectors advised the Court that both the Will and the Codicil will be challenged at the time of trial. All parties agree that they will not be ready for trial on March 29, 2005." This was a specific objection by the Appellant!

Please see Appellant's brief, Argument 1, page 2. Also please see SECOND AMENDED SCHEDULING ORDER, page (A 42).

2) Appellant stated in Blended Interrogatories of February 17, 2005, her strong objections to the Codicil. This too, was a specific objection by the Appellant!

Please see Appellant's brief, NANCY Z. SULLIVAN'S ANSWERS TO BLENDED INTERROGATORIES AND REQUEST FOR PRODUCTION OF DOCUMENTS,

Emphasis on pages (A 48-49-50).

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Respondents' brief, page 12, para. 2:

"It is clear that the Schoeder Court wanted to give due deference to the general intent of the Testator, but clearly understood that some consideration for the prevention of wasteful litigation must occur."

Appellant's response:

The above appears to reference that consideration should be made to avoid or prevent further, 'wasteful' litigation.

The Appellant in no way feels that further litigation, in regard to the proper, legal administration of the decedent's Will, would be 'wasteful'. This, especially since the Appellant feels certain that her rights are being violated, with the personal representative of the decedent's estate, having, apparently, fraudulently accepted a settlement agreement which ignores/disregards Minn. Stat. 524.3-1102. In so doing, he has violated the Appellant's rights; the personal representative having most certainly committed obstruction of justice, in regard to the Appellant.

The Respondents, and personal representative, it appears think it acceptable to run amuck over the destitute and crippled Appellant. To do so, is similar to letting a drowning man drown, because he is close to it anyway so who cares, and he can therefore be discarded or let drown, to avoid the expense of any attempt of his rescue.

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Respondents' brief, page 16, para. 2:

"The Personal Representative and spouse of the Decedent objected to the request for a

family allowance essentially contending that any sums of money received by the Appellant were, in fact, loans, and therefore, did not constitute support.”

Appellant's reply:

Error: “---any sums of money received by the Appellant were in fact, loans,---”

Emphasis added.

Please see Appellant's response, to Respondents' brief, page 8, para. 2-4.

- 1) Please also see Appellant's response, to Respondents' brief, page 8 in regard to Social Security letter.
- 2) Please also see Appellant's Response, to Respondents' brief, page 8, para. 5; page 9, para 1-5; page 10, para 1-2, in regard to siblings' loans or gifts.

Please see Appellant's brief, Argument V., page 34, para. 1; and all of pages 34-40.

Please see Appellant's brief, Argument III., page 1; and all of pages 1-27.

Appellant's reply:

The money received by the Appellant, was support whether construed as gift or loan, because Appellant was:

- 1) receiving the support on a consistent basis, and
- 2) dependent on the sums to live on.

Please see Appellant's brief, Argument V., page 34, para. 3, page 35, para. 1, 2,3, and 4; (T 13, 14)

Respondents brief, page 16, para. 4:

“The court found that the Appellant was not economically dependent upon the Decedent prior to his death.”

Appellant’s response:

The Appellant did certainly receive monies for almost four consecutive years, on a consistent basis, and was dependent upon and using the support to live on.

(A 34 paragraph 1.):

	Totals per year:
Year 2000: Months 2, 2, 3, 4, 5, 8, 9, 10, 12, 12, Appellant received support	\$44,504
Year 2001: Months 1, 2, 3, 4, 5, 8, 12, Appellant received support	21,720
Year 2002: Months 1, 3, 5, 10, 11, 12, 12, Appellant received support	35,700
Year 2003: Months 1, 3, 4, 6, 8, Appellant received support	17,000

\*Please see Appellant’s brief, Argument V, page (A 39), (A 105), (T 36) .

The Appellant is concluding her responses at page 16 of 22, of the Respondents' brief because of time constraints, trying to address the massive amount of erroneous statements in almost every line of the respondents' brief. The Appellant respectfully submits her response to the Minnesota Court of Appeals. The Appellant has in good conscience in every way, put truth, with supporting argument and evidence before the Court of Appeals.

Dated: *April 5, 2006*

Respectfully submitted,



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