

**IN THE DISTRICT COURT OF JOHNSON COUNTY, KANSAS
CIVIL COURT DEPARTMENT**

Thomas J Price, III)	
)	
Plaintiff)	Case No: 24CV02909
vs)	
)	Division 2
Teresa Kuhn, et al.)	
)	Chapter 60
Defendant.)	
_____)	

**ANSWER TO AFFIRMATIVE DEFENSES AND ANSWER TO COUNTERCLAIM OF
DEFENDANT TERESA KUHN AND AFFIRMATIVE DEFENSES TO
COUNTERCLAIM**

COMES NOW Ellen S. Goldman, a Kansas-licensed attorney and Gary J. Brouillette, an attorney licensed in Missouri, PRO HAC VICE, of record as counsel for Thomas Price, III in the above-captioned case, and for the Answer to Defendant Teresa Kuhn’s Affirmative Defenses in her Answer, Answer to Counterclaim and Affirmative Defenses states as follows:

- I. Answer to Defendant Kuhn’s Affirmative Defenses;
 - a. Plaintiff denies Affirmative Defenses 3 and 4.

II. Answer to Defendant Kuhn’s Counterclaim;

General Denial: Any allegation in the Counterclaim not specifically addressed herein, is denied.

- 1. Plaintiff, Thomas J. Price, III, Counterclaim Defendant (hereinafter ‘Plaintiff’ or ‘Jeff’) admits the allegations in Paragraph 1 of Defendant/ Counterclaimant Teresa Kuhn’s (hereinafter “Defendant Kuhn” or “Teresa”) Counterclaim. However, Plaintiff further states that the Thomas J. Price Jr. and Helen Price Trust dated April 6, 2015, as Amended on September 30, 2020, was revoked, along with all restatements and amendments on September 19, 2022 and a Restated Trust was executed by Thomas J.

Price, Jr. on September 19, 2022. The Restated Trust names Thomas J. Price, III as successor Trustee during any time that Thomas J. Price, Jr. is incapacitated and Teresa J. Kuhn is named as successor Trustee to Thomas J. Price, III.

2. Plaintiff, admits the allegation in paragraph 2 of the Counterclaim that Teresa Kuhn is the daughter of Thomas J. Price, Jr. and denies that Teresa Kuhn is a qualified beneficiary in that said referenced Trust was revoked in its entirety, together with all restatements and amendments. Plaintiff admits that Teresa had the Durable Power of Attorney in 2018 but Tom determined and effected, in August, 2022 the revocation of the change the Durable Power of Attorney to name Jeff as his agent in fact and Teresa as the successor to Jeff.
3. Paragraph 3 of the Counterclaim is admitted.
4. The allegation in the first sentence of paragraph 4 stating that Thomas J. Price, Jr. is not competent is phrased as an opinion to which no response is required. To the extent a response is required, it is denied. The second sentence in paragraph 4 pertaining to a letter written by an unqualified person is not relevant to the issues in this matter and is therefore denied. Further to that statement, said letter is in conflict with two letters written by Tom's long-time medical doctor, Dr. Martin J. Schermoly, MD, dated September 15, 2022 and November 4, 2022. Dr. Schermoly also provided the court requested Form 59-3064 which states that Tom was capable of managing his financial affairs. Petitioner admits that David Kirk was appointed a Temporary Conservator in Case Number 22 GC224 and admits that Thomas Price, Jr. was evaluated by Dr. Haseeb Ahmed, MD as part of the Guardianship action, but denies the remainder of that allegation; that he was found unable to make his own financial decisions. Plaintiff

admits that David Kirk was named Guardian and Conservator for Thomas J. Price, Jr. All other allegations in paragraph 4 are denied.

5. Plaintiff admits the allegation in paragraph 5 of the Counterclaim that he is the son of Thomas Price, Jr; admits that he was Co-Trustee of the revoked April 6, 2015 Trust, admits that he is the sole Trustee of the current Trust, further states that Teresa is the successor Trustee to Jeff, and denies the remaining statements.
6. Replying to paragraph 6 of the Counterclaim, Plaintiff admits that he is an agent under Health Care Powers of Attorney and Financial Durable Power of Attorney for Thomas Price, Jr but denies that same were procured by Thomas J. Price, III. Answering further, the existing documents were procured by Tom.
7. Paragraph 7 of the Counterclaim is admitted, but qualified by the fact that the reference is to a Revoked Trust and therefore, of no effect.
8. The allegations in paragraph 8 of the Counterclaim are denied.
9. The allegation in paragraph 9 of the Counterclaim is admitted.
10. The allegation in paragraph 10, that Kelly McLees, is an estranged daughter of Thomas J. Price, III is denied. Plaintiff admits that Kelly McLees, is the daughter of Thomas J. Price, III and admits that Kelly McLees was a beneficiary of the Thomas J. Price, Jr. and Helen Price Trust Dated April 6, 2015, as Amended but further states that same was revoked and of no consequence.
11. The allegations in paragraph 11 are admitted.
12. The allegation in paragraph 12, that Megan Price is an estranged daughter of Thomas J. Price, III is denied. Plaintiff admits that Megan Price, is the daughter of Thomas J. Price, III and admits that Megan Price was a beneficiary of the Thomas J. Price, Jr. and

admits the existence of the Helen Price Trust Dated April 6, 2015, as Amended but further states that same was revoked, and is of no consequence to this proceeding.

13. The allegation in paragraph 13 is admitted.
14. The allegations in paragraph 14 of the counterclaim are admitted, but it is further stated that the referenced Trust was revoked and of no consequence.
15. The allegations in paragraph 15 are admitted.
16. The allegation in paragraph 16 of the Counterclaim, that Amy Julo Price is the spouse of Thomas J. Price, III is admitted. All other allegations in paragraph 16 are denied.
17. The allegation in paragraph 17 of the Counterclaim is admitted.
18. The allegation in paragraph 18 of the Counterclaim is admitted.
19. The allegation in paragraph 19 of the Counterclaim is admitted.
20. Plaintiff has insufficient information to form a belief as to the truth of the allegations in paragraph 20 of the Counterclaim and therefore same are denied.
21. The allegations in paragraph 21 of the Counterclaim is admitted.
22. The allegations in Paragraph 22 of the Counterclaim are admitted.
23. The allegations in paragraph 23 are admitted.
24. The allegations in paragraph 24 are admitted.
25. The allegations in paragraph 25 are admitted.
26. The allegations in paragraph 26 are admitted.
27. The allegation in paragraph 27, that Jeff and his daughters have been estranged for many years is denied. The remaining allegations in paragraph 27 are admitted.
28. The allegations in paragraph 28 are denied.

29. Plaintiff admits that Teresa had her father's health care and financial powers of attorney in 2018 but has insufficient information to form a belief as to the truth of the remaining allegations in paragraph 29 and therefore, same are denied.
30. Plaintiff has insufficient information to form a belief as to the truth of the allegations in paragraph 30 of the Counterclaim and therefore same are denied.
31. The statement in paragraph 31 is admitted.
32. Plaintiff admits the allegation in paragraph 32 of the Counterclaim that the Thomas J. Price, Jr. and Helen Price Trust dated April 6, 2015 was executed. Plaintiff has insufficient information to form a belief as to the truth of the remaining allegations in paragraph 32 and therefore same are denied.
33. The allegations in paragraph 33 are admitted.
34. The allegations in paragraph 34 are admitted.
35. The allegations in paragraph 35 are denied.
36. The allegations in paragraph 36 are admitted.
37. The allegations in paragraph 37 are admitted.
38. The allegations in paragraph 38 are admitted.
39. The allegations in paragraph 39 are admitted.
40. The statements in paragraph 40 refer to a document, which speaks for itself and therefore, no response is necessary. To the extent a response is necessary, it is denied.
41. Plaintiff admits that Tom has financial holdings through Edward Jones, but had insufficient information to form a belief as to the truth of the remaining allegations and therefore, same are denied.

42. The statements in paragraph 42 refer to a document which speaks for itself and therefore no response is required. To the extent a response is required, it is denied.
43. Answering the allegations in paragraph 43, Plaintiff has insufficient information to form a belief as to the truth of the reasons Teresa made an appointment with Dr. Martin Schermoly on August 10, 2022 and therefore same is denied. Teresa refused to provide Tom and Jeff the reason for the appointment. The remaining allegations in paragraph 43 are denied.
44. Answering paragraph 44, Plaintiff has insufficient information to form a belief as to the truth of the allegations and therefore same are denied.
45. Paragraph 45 is a reference to statements in a document and the document speaks for itself and no response is required. To the extent a response is required, it is denied.
46. Answering the allegation in paragraph 46, there is no statement as to the date when Jeff had a copy of the Watkins letter, a salient factor in this allegation. Therefore, the allegation is ambiguous and same is denied.
47. Plaintiff has insufficient information as to the allegations in paragraph 47 and therefore same are denied.
48. Plaintiff admits that he took Tom to the Edward Jones office on August 22, 2022 to meet with Brooke Behrens, but has insufficient information to form a belief as to the truth of the remaining allegations, and therefore, same are denied. Further answering, this meeting took place following an earlier meeting in July, 2022 Tom requested because of his concern with risk tolerance and market fluctuations, having lost a million dollars of his funds at Edward Jones, and his desire to move funds to a Cash Reserve/Money Market and a subsequent phone meeting which included Teresa on

August 11, 2022 when again Tom tried to request a move to low-risk and start a cash reserve over a period of months. On August 18, 2022 Tom met with Teresa and Jeff to again discuss his wish to change his portfolio to work towards reducing risk and building a cash reserve/money market. Tom wished to review his estate planning and make sure he had everything designated correctly. Upon review on that date Tom realized that the Durable Power of Attorney was only provided to Teresa and he stated that he wanted both of his children to be designated, which angered Teresa. Subsequently, in a phone call Teresa stated that she did not care to meet with Maggie Fisher to be part of , or assist her father with making requested changes to Durable Power of Attorney.

49. Plaintiff denies the allegations in paragraph 49 of the Counterclaim.

50. Plaintiff has insufficient information to form a belief as to the truth of the allegations in paragraph 50 and therefore, same are denied.

51. Plaintiff has insufficient information to form a belief as to the truth of the allegations in paragraph 51 and therefore same are denied.

52. Answering the first allegation in paragraph 52, Plaintiff states that same is ambiguous and further, that Plaintiff has insufficient information to form a belief as to the truth of same and for both reasons, same is denied. To the extent that the remaining sentence refers to a document, the document speaks for itself, no response is therefore required, but to the extent a response is required, it is denied. By further answer to the second sentence in paragraph 52, it is admitted that Edward Jones froze Tom's account but the sentence is ambiguous, includes allegations for which Plaintiff has insufficient information to form a belief as to the truth and therefore it is denied.

53. Answering paragraph 53, Plaintiff denies same.
54. Answering paragraph 54, Plaintiff has insufficient information to form a belief as to the truth of the allegation and same is denied.
55. Answering paragraph 55, Plaintiff has insufficient information to form a belief as to the truth of the allegation and same is denied.
56. Answering paragraph 56, Plaintiff has insufficient information to form a belief as to the truth of the allegation and same is denied.
57. Answering paragraph 57, Plaintiff has insufficient information to form a belief as to the truth of the allegations and same is denied.
58. Plaintiff denies the allegations in paragraph 58.
59. Plaintiff has insufficient information to form a belief as to what Edward Jones learned and therefore, denies same. Further answering, the allegations in paragraph 59 as to what “Edward Jones learned” are proffered as statements of fact; are ambiguous; omit salient facts and therefore, Plaintiff denies same.
60. Plaintiff has insufficient information as to the truth of the allegations in paragraph 60 and therefore, same are denied.
61. Plaintiff denies that he and Tom had a call with Ms. Behrens and Mr. Cox on August 22, 2022 but has insufficient information to form a belief as to what Ms. Behrens reported to the GAL and therefore same is denied. Further answering, Ms. Behrens called Jeff and Jeff conferenced in Tom on August 23, 2022 and stated that Tom would have a large tax consequence if he were to divide his portfolio in half. When asked why by Tom, Ms. Behrens reported that it was because he would be ‘selling’ it, to which Tom replied that he was transferring, not selling.

62. The allegations in paragraph 62 are denied.
63. The first sentence in paragraph 63 refers to a document from a nurse practitioner requisitioned by Teresa, dated September 7, 2022. The document speaks for itself and no response is required. To the extent a response is required, the truth of the contents of the letter is denied. The allegations in the second sentence are vague and ambiguous, failing to state when Jeff Price had the letter; and is therefore, denied. The third allegation, stating that Jeff Price did not provide this letter to Edward Jones or at any time to Teresa is irrelevant and illogical, and the implication is intended to manipulate the facts. The evidence is clear that Teresa had requisitioned the letter upon being told by Edward Jones personnel after she contacted them on August 23, 2022 (stating that allegedly Tom was confused about what they had talked about the day before in Tom's meeting with Ms. Behrens), that they would need a physician's letter stating that Tom was incapable of handling his financial affairs to deny Tom's wishes with respect to his accounts. (See attached Exhibit A). Teresa procured the letter from a nurse practitioner, not a physician, but presumably used it and provided it accordingly to serve her purpose). Further to the illogic of this allegation, no person at any time requested that Jeff provide the letter drafted by the nurse practitioner and requisitioned by Teresa. It is admitted that Jeff provided the nurse practitioner's letter to Maggie Fisher.
64. Plaintiff has insufficient information to form an opinion as to the truth of the allegations in paragraph 64 and therefore, same are denied.
65. Plaintiff denies the allegations in paragraph 65.
66. Plaintiff denies the allegations in paragraph 66 of the Counterclaim.

67. The allegations in paragraph 67 are ambiguous and therefore denied. Further answering the allegations in paragraph 67 Plaintiff objects to and denies the characterization of \$3.5 million as a gift. Said characterization was not made by Plaintiff or Tom. The intention was to divide the portfolio given that Tom was concerned with the allocation of funds in high risk and wanted to reduce his risk and Ms. Behrens and Teresa were in favor of leaving 60% in high risk. The idea was to have Tom and Teresa manage one-half the portfolio as then allocated and one-half transferred to Creative Planning and managed (lower risk) by Tom and Jeff. Further answering Plaintiff denies all other allegations in paragraph 67.
68. Plaintiff denies all allegations in paragraph 68.
69. Plaintiff denies all allegations in paragraph 69.
70. Plaintiff admits making a FINRA complaint and that he received two letters from Tom's long time personal physician stating that Tom was able to manage his financial affairs. (See, Exhibit B and Exhibit C which is also the Johnson County District Court Case No. 22GC00224 DOC 23). All other allegations in paragraph 70 are denied.
71. Plaintiff denies all allegations in paragraph 71.
72. Plaintiff denies all allegations in paragraph 72.
73. The allegations in Paragraph 73 are ambiguous and vague and therefore, denied.
74. Plaintiff has insufficient information to form a belief as to the truth of the allegations in paragraph 74 and therefore, same are denied.
75. Plaintiff has insufficient information to form a belief as to the truth of the allegations in paragraph 75 and therefore, same are denied.

76. Plaintiff has insufficient information to form a belief as to the truth of the allegations in paragraph 76 and therefore, same are denied.
77. Plaintiff has insufficient information to form a belief as to the truth of the allegations in paragraph 77 and therefore, same are denied.
78. Plaintiff lacks sufficient information to form a belief as to the truth of the allegations in paragraph 78 and therefore, same are denied.
79. Plaintiff admits the allegation in paragraph 79 that Stacey Janssen, a Kansas attorney, had been appointed to represent Tom Price in the Guardianship matter. Plaintiff has insufficient information to form a belief as to the remaining allegations in the paragraph and therefore same are denied.
80. Plaintiff has insufficient information to form a belief as to the truth of the allegations in paragraph 80 and therefore same are denied.
81. Plaintiff denies the allegation in paragraph 81 that Jon Blogewicz repeatedly told the attorneys and the Court that Tom was angry at Teresa and did not want to see her and only, exclusively trusted Jeff and relied on Jeff to handle all of his affairs. Plaintiff admits the remaining allegations, but qualifies same, stating that same was done in collaboration with Tom.
82. Plaintiff admits the allegation in paragraph 82 that Mr. Blogewicz objected to the appointment of a GAL. Plaintiff denies the remaining allegations.
83. Plaintiff denies the allegations in paragraph 83.
84. Plaintiff denies the allegations in paragraph 84.
85. Plaintiff denies the allegations in paragraph 85.
86. Plaintiff denies the allegations in paragraph 86.

87. Plaintiff admits that he met with the GAL in September, 2023. Plaintiff denies that he told the GAL that he had never emailed with, texted or had any phone calls with Maggie Fisher. Plaintiff has insufficient information to form a belief as to the truth of the remaining allegations and therefore, same are denied.
88. Plaintiff states that the allegations in paragraph 88 of the Counterclaim are vague and ambiguous and are therefore, denied.
89. The statements in paragraph 89 refer to a document, which speaks for itself and therefore, no response is necessary. To the extent a response is necessary, it is denied.
90. Plaintiff admits the allegations in paragraph 90 but denies that same are relevant to the contents of the Trust which is the subject of this matter.
91. Plaintiff admits the allegation in Paragraph 91 of the Counterclaim.
92. Plaintiff denies the allegations in paragraph 92 that he is the ‘purported’ Trustee of the Restated Trust; denies that he procured the Restatement. Plaintiff admits that Tom does not provide an inheritance to Teresa in the Restated Trust.
93. Plaintiff denies the allegations in paragraph 93.
94. Plaintiff denies the allegations in paragraph 94.
95. The allegations in paragraph 95 are ambiguous and in such case, no response is required. To the extent a response is required the allegations are denied.
96. The contents of paragraph 96 are a recitation of Teresa’s beliefs to which no response is required. To the extent a response is required it is denied. By further answer, Plaintiff denies that Jeff told Tom that Teresa stole his money. Tom surmised that Teresa was behind the freeze at Edward Jones given that Tom was told on a call from Edward Jones that an “anonymous tip” had been received regarding a question of Tom’s capacity and

- Teresa had absented herself from his life during this period. It is further an intentional misstatement of fact that the intent of taking money out of Edward Jones was to give Jeff Price money; the purpose was to transfer so as to manage at a lower risk portfolio.
97. The contents of paragraph 97 are ambiguous and therefore no response is required. To the extent a response is required, it is denied.
98. Plaintiff has insufficient information as to the truth of the allegations in paragraph 98 and therefore, same are denied.
99. Plaintiff has insufficient information as to the truth of the allegations in paragraph 99 and therefore, same are denied.
100. Plaintiff denies the allegations in paragraph 100 that the purpose of the meeting was to “undue the damage and influence Jeff had over Tom and denies the allegation that Jeff had made efforts to harm the relationship between Teresa and Tom. Plaintiff has insufficient information to form a belief as to the truth of the final allegation in Paragraph 100 and therefore, same is denied.
101. Plaintiff admits that Tom was hospitalized on December 14, 2023. Plaintiff has insufficient information to form a belief as to the allegation of what a social worker reported but denies that Jeff was in Tom’s hospital room asking for money for attorneys and talking about Teresa harming Tom.
102. Plaintiff has insufficient information to form a belief as to the truth of the allegations in paragraph 102 that there are other reports regarding Jeff’s communications to Tom about his finances and Teresa and therefore same is denied. Further, this allegation is vague to which no response is required. To the extent a response is required it is denied.

103. Plaintiff has insufficient information to form a belief as to the truth of the allegations in paragraph 103 of the counterclaim and therefore, same is denied.
104. Plaintiff has insufficient information to form a belief as to the truth of the allegations in paragraph 104 of the counterclaim and therefore same is denied.
105. Plaintiff has insufficient information to form a belief as to the truth of the allegations in paragraph 105 of the counterclaim and therefore same is denied.
106. Plaintiff has insufficient information to form a belief as to the truth of the allegations in paragraph 106 of the counterclaim and therefore same is denied.
107. Plaintiff has insufficient information to form a belief as to the truth of the allegations in paragraph 107 of the counterclaim and therefore same is denied.
108. Plaintiff denies the allegation in paragraph 108.
109. In so far as paragraph 109 states a legal conclusion Plaintiff is not required to respond. To the extent a response is required, Plaintiff denies all factual allegations directed to this paragraph.
110. Plaintiff denies the allegations in paragraph 110 of the counterclaim.
111. Plaintiff denies the allegations in paragraph 111 of the counterclaim.
112. Plaintiff denies the allegations in paragraph 112 of the counterclaim.]
113. Plaintiff has insufficient information to form a belief as to the truth of the allegations in paragraph 113 and therefore, same are denied.
114. Plaintiff denies the allegations in paragraph 114.
115. Plaintiff has insufficient information to form a belief as to the truth of the allegations in paragraph 115 and therefore, same are denied.
116. Plaintiff denies the allegations in paragraph 116 of the counterclaim.

117. Answering paragraph 117 of the Counterclaim, Plaintiff admits that the Restatement was dated September 19, 2022. Plaintiff admits that Teresa filed the Guardianship and Conservatorship action in October, 2022. Plaintiff denies the truth of the last statement in paragraph 117; denies that Teresa lacked knowledge, denies that Jeff attempted to transfer a 'gift' from Tom's Edward Jones Account. Plaintiff has insufficient knowledge to form a belief as to the truth of all other allegations in paragraph 117 and therefore, same are denied.
118. Plaintiff has insufficient information to form a belief as to the truth of the allegations in paragraph 118 of the counterclaim and therefore, same are denied.
119. Answering paragraph 119, with reference to Exhibit A, the document speaks for itself and no response is required. To the extent a response is required, it is denied. All other allegations in paragraph 119 are denied.
120. The allegations in paragraph 120 are denied.
121. Answering paragraph 121 of the counterclaim, Plaintiff admits that he drove Tom to an Edward Jones office on August 22, 2022, at Tom's request. All other allegations in paragraph 121 are denied.
122. Plaintiff denies the allegations in paragraph 122 of the counterclaim.
123. Plaintiff denies the allegations in paragraph 123 of the counterclaim.
124. Plaintiff denies the allegations in paragraph 124 of the counterclaim.
125. Plaintiff has insufficient information to form a belief as to the truth of the allegation in paragraph 125 of the counterclaim and therefore, same is denied.
126. Plaintiff has insufficient information to form a belief as to the truth of the allegation in paragraph 126 of the counterclaim and therefore, same is denied.

127. Plaintiff denies the allegations in paragraph 127 of the counterclaim.
128. Plaintiff denies the allegations in paragraph 128.
129. Answering paragraph 129 of the counterclaim, Plaintiff has insufficient information to form a belief as to the truth of the allegations in paragraph 129 and therefore, same are denied.
130. Answering paragraph 130 of the counterclaim, Plaintiff has insufficient information to form a belief as to the truth of the allegations in paragraph 129 and therefore, same are denied.
131. Plaintiff denies the allegations in paragraph 131 and denies that Defendant, Kuhn's is entitled to the relief in the 'Wherefore' clause, following paragraph 131.
132. Plaintiff admits that Tom Price's capacity was the subject of Case Number 22GC00224 but denies that it was in front of the Honorable Judge Charles Droege in September 2022.
133. Plaintiff admits, as alleged in paragraph 133, that Teresa took Tom to an appointment with his primary care physician, Dr. Martin Schermoly. Plaintiff has insufficient information to form a belief as to the truth of the remaining allegations in paragraph 133 of the Counterclaim and therefore, denies same.
134. Answering paragraph 134, Plaintiff has insufficient information to form a belief as to the truth of whether Dr. Schermoly referred Tom to PA Watkins. The remaining allegations in paragraph 134 refer to the contents of a document which speaks for itself and for which no response is required. To the extent a response is required, it is denied.

135. Answering paragraph 135, the document requisitioned by Defendant Kuhns, speaks for itself and therefore, no response is required. To the extent a response is required, it is denied.
136. The allegation in paragraph 136 is vague, lacking specifics as to time and source of receipt, and therefore, requires no response. To the extent a response is required, it is denied.
137. The allegations in paragraph 137 are denied.
138. Answering paragraph 138 of the counterclaim, Plaintiff admits that David Kirk was appointed and Temporary Conservator on October 19, 2022 and one year later, Thomas Price, Jr was evaluated by Dr. Haseeb Ahmed, DO. Dr. Ahmed's report speaks for itself and no response is required as to its stated contents. Plaintiff admits that David Kirk was named Guardian and Conservator for Thomas J. Price, Jr and that Thomas J. Price, Jr. was found to be an adult in need for care. All remaining allegations in paragraph 138 are denied.
139. Answering paragraph 139, Plaintiff has insufficient information to form a belief as to the truth of the allegations and therefore same are denied.
140. Plaintiff denies the allegations in paragraph 140 of the counterclaim.
141. Answering paragraph 141, Plaintiff has insufficient information to form a belief as to the truth of the allegations and therefore same are denied.
142. Plaintiff has insufficient information to form a belief as to the truth of the allegation in paragraph 142 as to whether Tom was suffering from urinary tract infections. All other allegations in paragraph 142 are denied.

143. Answering paragraph 143, Plaintiff has insufficient information to form a belief as to the truth of the allegations and therefore same are denied.
144. The allegations in paragraph 144 are denied. Further to this allegation, Ms. Watkins is not a doctor, as she is mistakenly referred to in this paragraph and Tom's personal physician stated in two letters dated September 15, 2022 and November 25, 2022 that he had capacity to handle his financial affairs. (Exhibit B). In addition, Dr. Schermoly submitted the form 59-3064 attesting to the court that his long-time patient had capacity.
145. Plaintiff denies the allegation in paragraph 145. Further in response to paragraphs 132-145, the relief requested in the Whereas clause following paragraph 145, should be denied.
146. Paragraph 146 is a statement of law to which no response is required. To the extent a response is required it is denied.
147. Paragraph 147 is a statement of law to which no response is required. To the extent a response is required it is denied.
148. Plaintiff denies the allegations in paragraph 148.
149. Plaintiff denies the allegations in paragraph 149.
150. Plaintiff denies the allegations in paragraph 150.
151. Plaintiff denies the allegations in paragraph 151.
152. Plaintiff has insufficient information to form a belief as to the truth of the allegations in paragraph 152 and therefore same are denied.
153. Answering, paragraph 152, Plaintiff admits that Tom disagreed with Edward Jones investment strategies. All other allegations in paragraph 153 are denied.

154. Plaintiff denies the allegations in paragraph 154, that Jeff made false and misleading verified statements and therefore, denies harm.
155. Plaintiff denies the allegations in paragraph 155 of the counterclaim.
156. Plaintiff denies the allegations of paragraph 156 of the counterclaim.
157. The allegations in paragraph 157 are vague and ambiguous and therefore no response is required. To the extent a response is required it is denied.
158. The allegations in paragraph 158 are vague and ambiguous and therefore no response is required. To the extent a response is required it is denied.
159. Plaintiff admits the allegation in paragraph 159.
160. Answering paragraph 160, Plaintiff admits that he knew that his father is financially secure. Further answering paragraph 160, whether Jeff felt that his father did not need to be anxious, agitated or feel insecure in his finances, is not relevant to what another person, based upon personal history, emotional characteristics or other individualized personality traits may feel.
161. Plaintiff denies the allegations in paragraph 161 of the counterclaim.
162. Plaintiff denies the allegations in paragraph 162 of the counterclaim.
163. Plaintiff denies the allegations in paragraph 163 of the counterclaim.
164. Plaintiff denies the allegations in paragraph 164.
165. Plaintiff has insufficient information to form a belief as to the truth of the allegation in paragraph 165 and therefore, same is denied.
166. Plaintiff denies the allegation in paragraph 166 of the counterclaim and further denies that Defendant Kuhns is entitled to the request is the Wherefore Clause following paragraph 166.

167. Paragraph 167 is a statement of law to which no response is required. To the extent a response is required, it is denied.
168. Paragraph 168 refers to a document which speaks for itself.
169. Paragraph 169 refers to a document which speaks for itself. However, by further answer, Plaintiff states that the reference to February 2024 is a typo and should have stated February 2023.
170. Plaintiff admits the allegations in paragraph 170.
171. Plaintiff denies the allegations in paragraph 171.
172. Plaintiff denies the allegations in paragraph 172.
173. Plaintiff denies the allegations in paragraph 173.
174. Plaintiff admits the allegations in paragraph 174.
175. Plaintiff has insufficient information to form a belief as to the truth of the allegation in paragraph 175 of the counterclaim and therefore, same is denied.
176. The allegations in paragraph 176 are denied.
177. The allegations in paragraph 177 are vague and ambiguous and therefore, no response is required. To the extent a response is required, same are denied.
178. Paragraph 178 is a legal conclusion to which no response is required. To the extent a response is required, it is denied.
179. Paragraph 179 is a misrepresentation and omission of the statements made in Interrogatory 6 response and therefore is denied.
180. Plaintiff has insufficient information to form a belief as to the truth of the allegation in paragraph 180 and therefore, same is denied.

181. Paragraph 181 is a misrepresentation of the answer to Interrogatory 4 and therefore is denied. By further response, the \$70,000 cash taken by Tom in July, 2021 was held in Tom's safe and the date of gifting to Jeff was mistakenly stated as February, 2024 rather than 2023.
182. Paragraph 182 is not relevant to this matter, in that no gift was provided in February, 2024. To the extent a response is required it is denied.
183. Answering paragraph 183, Plaintiff denies that Tom Price has had a Conservator managing his assets since October of 2022. Conservator, Kirk has stated, and it has been a question as to whether the contents of the Trust are within the purview of the Conservator. Plaintiff admits that Tom Price did not give a gift to Jeff and Amy Julo Price in February, 2024.
184. Plaintiff admits the allegations in paragraph 184.
185. Paragraph 185 states legal conclusions to which no response is required. To the extent a response is required, it is denied.
186. Paragraph 186 is a recitation of statements made in an Interrogatory response, the document speaks for itself and no response is required.
187. Paragraph 187 refers to statements in an Interrogatory response; the document speaks for itself and no response is required.
188. Answering paragraph 188, this is a statement of law to which no response is required.
189. Plaintiff admits paragraph 189.
190. The allegation in paragraph 190 is vague and ambiguous, lacking in necessary specificity, and therefore is denied.

191. Plaintiff denies the allegations in paragraph 191.
192. The allegation in paragraph 192 is vague and ambiguous, lacking in necessary specificity, and therefore is denied.
193. Plaintiff denies the allegations in paragraph 193.
194. Plaintiff denies the allegations in paragraph 194.
195. Plaintiff denies the allegations in paragraph 195.
196. The statements in paragraph 196 are legal conclusions to which no response is required. To the extent a response is required it is denied.
197. The allegations in paragraph 197 are denied.
198. Plaintiff denies the allegations in paragraph 198 and further states that Plaintiff has provided assistance, as requested, to the conservator. By further response Defendant Kuhn should be denied her request in the “Wherefore clause following paragraph 198.
199. Plaintiff admits that he is the Trustee of the Thomas J. Price, Jr. and Helen Price Trust.
200. Plaintiff admits to being the agent of a General Power of Attorney for Thomas Price.
201. Paragraph 201 is a recitation of law to which no response is required. To the extent a response is required, it is denied.
202. Paragraph 202 is a recitation of law to which no response is required. To the extent a response is required, it is denied.
203. Plaintiff denies the allegations in paragraph 203 of the counterclaim.
- By further response, the request by Defendant Kuhn in the Wherefore Clause following paragraph 203, should be denied.

204. Paragraph 204 is a recitation of law to which no response is required. To the extent a response is required, it is denied.

205. Plaintiff denies that Defendant Kuhn is entitled to the requests made in paragraph 205 of the counter claim.

206. Plaintiff denies the allegations in paragraph 206 of the counterclaim.

207. Plaintiff denies the allegations in paragraph 207 of the counterclaim.

208. Plaintiff denies that Defendant Kuhns is entitled to the request in paragraph 208 of the counterclaim.

By further response, the request by Defendant Kuhn in the Wherefore Clause following paragraph 208, should be denied.

WHEREFORE, having fully Answered Defendant Kuhn's Counterclaim, it is requested that the Counterclaim and Defendant Kuhn's Requests stated therein be wholly denied.

III. Affirmative Defenses to Counterclaim

1. Defendant Kuhn's Counterclaim must be dismissed because it fails to state a claim upon which relief may be granted.

Respectfully submitted,

SEIGFREID BINGHAM, P.C.

/s/ Ellen S. Goldman

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CERTIFICATE OF SERVICE

A copy of the foregoing was served via this Court's electronic system this 9th day of August, 2024, which will disseminate a copy to all counsel of record, and also via Certified Mail to all pro se defendants including the following:

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**ATTORNEY FOR DEFENDANT
TERESA KUHN**

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**ATTORNEY FOR CONSERVATOR
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Kelly McLees
4133 Mirrasou Court
Franklin, TN 37067
DEFENDANT

David C. Kirk
8000 Foster
P.O. Box 13304
Overland Park, Kansas 66282
Dkirk121@yahoo.com
CONSERVATOR

Megan Price
8113 W. 85th Street
Overland Park, KS 66212
DEFENDANT

and

Stacey Bennett
915 W. 79th Street, Apt 82
Overland Park, KS 66204
DEFENDANT

Thomas J. Price III
(224) 542-9588
tom.j.price@gmail.com
INTERESTED PARTY

/s/ Ellen S. Goldman
ATTORNEY FOR THOMAS J. PRICE, III

Olathe Health - Messaging

FW: Phone Message

From: Ramirez, Renaye S (Comprehensive Neurology)
To: Comprehensive Neurology;
Sent: 8/26/2022 16:50:28 CDT
Subject: Phone Message

pt's daughter, terri says that she is in need of some kind of documentation that states he should not be making financial decisions at this point
913-967-9328



Doctors Building 2
20805 W. 151st St., Ste. 224
Olathe, KS 66061

P 913-355-8400
F 913-782-1574
olathehealth.org

September 15, 2022

To whom it may concern:

Thomas J. Price Jr., date of birth 2/7/1936, has been a patient in my practice for many years. He has required increased assistance from family members to manage his daily affairs. He is still able to make sound judgements. He is able to appropriately direct family members regarding financial matters.

A handwritten signature in black ink, appearing to read "Martin J Schermoly, MD", with a small "KS" mark to the right.

Martin J Schermoly, MD

CERTIFICATE OF SERVICE

The undersigned affirms that a true copy of the foregoing document was emailed on November 25, 2022, to:

Stacey L. Janssen
Janssen Estate, Probate and Elder Law
15700 College Blvd, Ste 102
Lenexa , KS 66219-1473
stacey@staceyelderlaw.com
ATTORNEY FOR THOMAS PRICE, JR.

Michelle M. Burge
The Counts Law Firm, LLC
4200 Somerset Drive, Suite 200
Prairie Village, LS 66208
mburge@countslawkc.com
ATTORNEY FOR PETITIONER

and

David C. Kirk
8000 Foster
Overland Park, KS 66204
dkirk121@yahoo.com
CONSERVATOR

 /s/ Dan Sanders

REPORT OF EXAMINATION AND EVALUATION

By a physician psychologist social worker other: _____ (In compliance with K.S.A. 59-3064) Attach additional sheets as necessary.

(1) Date/Location of examination: 11/4/22 at office

(2) Name of proposed ward/conservatee: Thomas J Price Jr

(3) Year of Birth: 2/7/1936

(4) Age at time of examination and evaluation: 86

(5) Description of (including the date of) any prior assessments, evaluations or examinations of the proposed ward/conservatee which were reviewed or relied upon in preparation for this examination or evaluation:
office notes

(6) Results of this examination and evaluation:

(a) description of proposed ward's/conservatee's physical condition:
General good health limited by very poor balance

(b) description of proposed ward's/conservatee's mental condition:
mild-moderate dementia

(c) description of the nature and extent of the proposed ward's/conservatee's cognitive and functional abilities and limitations:
Mild to moderate dementia. He is able to manage all of his activities of daily living with minimal assistance. He is able to read & write & clearly communicate his wishes

(d) description of any adaptive behaviors or skills, or other assistive technologies which the proposed ward/conservatee employs to alleviate his/her limitations:
Uses a walker. No additional meds indicated

(e) prognosis for improvement of the proposed ward's/conservatee's limitations:
no improvement expected

(f) recommendations for treatment or rehabilitation, or for other measures which may improve or alleviate the proposed ward's/conservatee's limitations (taking into account the proposed ward's/conservatee's education and developmental potentials):
He does well on his current living arrangement & that provides meals. Need some supervision with medications

(7) Names(s)/qualification of other professional(s) performing this examination and evaluation with you:

(Name) (Title) (Name) (Title)

(8) Certification/opinion. I hereby certify under penalty of perjury that I/we have personally completed an independent examination and evaluation of the proposed ward/conservatee named above, and that this report contains an accurate summary of the results and findings of that examination and evaluation. Further information concerning these findings may be obtained by contacting

Martin J. Schermoly M.D.
at 913-782-8300. Based upon these findings, it is my/our opinion that the proposed ward/conservatee:

(Check as appropriate)

- has the capacity to meet essential needs for physical health, safety or welfare
- does not have the capacity to meet essential needs for physical health, safety or welfare, and is therefore, in my/our opinion, an adult/minor with an impairment.
- has the capacity to manage the estate - *Can drive & others*
- does not have the capacity to manage the estate and is therefore, in my/our opinion, an adult/minor with an impairment

(9) Participation: It is further my/our opinion that the proposed ward/conservatee:

(Check as appropriate)

- should be able to participate in the court proceedings associated with this guardianship/conservatorship
- could not meaningfully participate in the court proceedings associated with this guardianship/conservatorship
- should not participate in the court proceedings associated with this guardianship/conservatorship because such would be injurious to the proposed ward's/proposed conservatee's health or safety.

11/4/22 *Martin J. Schermoly* _____
(Date) (Signature) (Title)

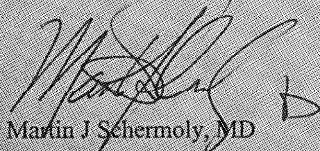
MARTIN J. SCHERMOLY, M.D.
20805 W. 151st, Suite 224
Olathe, KS 66061
TELEPHONE (913) 782-8300
FAX (913) 782-1574

11/25/2022

This letter is regarding Thomas J. Price, Jr., date of birth 2/7/1936. This is an addendum to the report of examination and evaluation form that was completed on 11/4/2022.

I have been caring for Thomas since 2011. His major health issues at this time are related to severe diabetic neuropathy with gait instability. He was no longer able to care for himself independently and now resides in assisted living. He requires the use of a walker to maintain balance and ambulate. Second problem has been progressive onset of dementia. He was evaluated 8/19/2022 by Jennifer Watkins, APRN, who is associated with Olathe Health Neurology Consultants. At the time of that visit she ordered an MRI of the brain and a DAT scan. The patient was seen in my office on 11/4/2022. Neither of these studies had been completed at that time. There was no significant change in his clinical condition. After discussion regarding the potential diagnoses and benefits related to these 2 tests he expressed the wish not to undergo any additional testing at this time. I agreed with his decision as the information obtained is unlikely to change his current treatment or prognosis. The patient was very clear in his wish to avoid any excessive testing or medication. He preferred to emphasize quality of life at this time.

At this time I believe Thomas is capable of directing his care and finances. He requires minimal assistance to set out his medication as well as assistance with ambulation as stated above. He requires assistance with the details of managing his finances. He is capable expressing his wishes and directing such assistance.


Martin J Schermoly, MD