

1 MR. KREINHOP: That is correct. He was lying.

2 MR. NEGANGARD: No further questions to Sheriff Kreinhop at this

3 time, although I would probably call him back at

4 another time. Does anyone else have any questions?

5 Angela, I would call Angela Loechel. Um, Mr.

6 Foreman would you swear the witness?

7 FOREMAN: Do you solemnly swear or affirm that the testimony

8 you are about to give in the matter now under

9 consideration by the grand jury will be the truth, the

10 whole truth and nothing but the truth? And do you

11 further solemnly swear or affirm that you will not

12 divulge any portion of your testimony before this

13 grand jury except when legally called upon to do

14 so?

15 MS. LOECHEL: I will. I do.

16 MR. NEGANGARD: Angela, could you please state and spell your name

17 for the record?

18 MS. LOECHEL: Angela - A-N-G-E-L-A. Last name is Loechel - L-

19 O-E-C-H-E-L.

20 MR. NEGANGARD: And you're a licensed attorney in the state of

21 Indiana. Correct?

22 MS. LOECHEL: That's correct.

23 MR. NEGANGARD: And you were retained by Melissa Brewington to

24 represent her in her divorce.

25 MS. LOECHEL: That's correct.

1 MR. NEGANGARD: And she was the petitioner so you filed the petition  
2 for dissolution of marriage?  
3 MS. LOECHEL: That's correct.  
4 MR. NEGANGARD: And that occurred in January of 2007?  
5 MS. LOECHEL: I believe so. It's been a long journey.  
6 MR. NEGANGARD: This isn't a certified copy but it will help. And I got  
7 this fax from the Ripley County Circuit Court. I'm  
8 showing you Grand Jury Exhibit 130. It's not an  
9 official copy of a CCS. Does that appear that  
10 that's...in your training and experience as an  
11 attorney does that appear to be a legitimate CCS?  
12 MS. LOECHEL: Yell it appears to be correct?  
13 MR. NEGANGARD: And according to that, the petition was filed January  
14 8, 2007?  
15 MS. LOECHEL: That's correct.  
16 MR. NEGANGARD: If you could, um, tell me kind of the history of uh,  
17 starting with when the um, your initial  
18 representation of Mrs. Brewington kind of if you  
19 could briefly kind of go through the history and  
20 your experiences with Dan Brewington during this  
21 case.  
22 MS. LOECHEL: Okay, well initially Melissa came in seeking to file  
23 for a dissolution of marriage obviously. Uh, the  
24 first thing that we had scheduled was a provisional  
25 hearing which are temporary orders on a divorce

1 that say you know where the kids live and who pays  
2 for what bills and that sort of thing. We initially  
3 attempted to work out those with Mr. Brewington.  
4 The settlement attempts didn't occur so we ended  
5 up going to a hearing on that. Uh, we spent, as I  
6 recall, almost a whole day on provisional hearings  
7 in front of Judge Taul which is, normally  
8 provisional hearings are very short and sweet and to  
9 the point but this was a little bit more drawn out.  
10 Upon the provisional hearings, and actually at that  
11 time Mr. Brewington while not wishing to reach an  
12 agreement on anything, at that point in time, he  
13 wasn't really out there or threatening or anything  
14 like that. Um, once the provisional orders though  
15 were issued, uh, my client was granted custody of  
16 the children, Mr. Brewington's demeanor started to  
17 change. And in fact shortly after that, he fired his  
18 first attorney, Ms. Streator, um, that's when he  
19 decided he was going to now be a full time house  
20 husband and caretaker of the children. He had been  
21 working prior to that and in fact at the provisional  
22 hearing had argued that he wanted the children full  
23 time and he was going to put them in daycare and  
24 that sort of thing. But then as soon as it came out  
25 granting Melissa as full custodian, he decided not to

1 work at that time. And um, as such, he was, you  
2 know, so he could get the children now instead of  
3 some other child care provider. He made various  
4 attempts, like I said, he had a number of attorneys  
5 throughout this. It was just a whole lot more of a  
6 process than you would have ever imagined in this.

7 MR. NEGANGARD: Are you familiar at all why Amy Streater was  
8 terminated?

9 MS. LOECHEL: According to the blog, Mr. Brewington's blog's that  
10 I read on line that he terminated her because he was  
11 upset at some of the things that she's done in his  
12 representation and that after he fired her he was  
13 picketing her office, um, at that time because he was  
14 unhappy with the billing practices and I think that  
15 he also mentioned in the blog that there was  
16 something about a dispute on money that he owed  
17 her as well.

18 MR. NEGANGARD: Okay. Um, alright so he fires his attorney and  
19 pickets her office and he's not employed.

20 MS. LOECHEL: That's correct.

21 MR. NEGANGARD: And this, and it was kind of your typical divorce up  
22 until the provisional orders hearing?

23 MS. LOECHEL: Yell after that, things started getting worse. I mean  
24 there was disagreements over everything. I know  
25 there were some motions for contempt filed along

1 the way, uh, disagreements back and forth, um, Mr.  
2 Blondell was his next attorney. I know that in an  
3 effort to straighten out some of the things, I believe  
4 it was on the motion to, for contempt, prior to  
5 working it out that we spent at least four (4) hours  
6 during that thing, trying to get those worked out.  
7 And we ended up working out a resolution at that  
8 time and uh, you know, we had the custody  
9 evaluation that everybody agreed to go through  
10 since there was no way that they were going to work  
11 that out on their own. Um, I know that Mr.  
12 Brewington has characterized in his blogs many  
13 times about how Dr. Conner was our witness and  
14 that sort of thing. When this started out, we did a  
15 joint motion, a joint agreed entry to have Dr.  
16 Conner appointed as the custodial evaluator in this  
17 case. Um, in fact, Mr. Blondell, Mr. Brewington's  
18 attorney, was the, was the attorney who suggested  
19 that it be Dr. Conner. That being said, I would have  
20 probably suggested him as well because I do think  
21 that he does a nice job. Um, but you know, it was  
22 actually initially suggested by them and we had an  
23 agreed entry that Dr. Conner would provide it.  
24 MR. NEGANGARD: If I could stop you there for a minute. Is it fair to  
25 say that the reason both you and um Mr. Blondell

1 would have picked Dr. Conner probably any way is  
2 that Dr. Conner has a good reputation in the legal  
3 community and is doing a good job?  
4 MS. LOECHEL: He does. And personally he reports, you know he  
5 does, it is a significant expense in a divorce to get a  
6 custodial evaluation done. I will say that when you  
7 get back a report from Dr. Conner, I've always  
8 found them to be very well thought out, um, he  
9 gives them all kinds of different tests during the  
10 course of it. You know, you'll get back a report  
11 that's like you know between thirty (30) and fifty  
12 (50) pages depending on the issues. So I mean, you  
13 know you feel like you've got something substantial  
14 back for your money and like I said we all know  
15 going into it, you know, we never know what the  
16 report's going to be. You know, just because, even  
17 if in some cases where you're the one who motions  
18 and your clients the one who pays for the initial  
19 evaluation, that's no guarantee that his evaluation is  
20 going to be in your favor. I mean that's always kind  
21 of you know, the gamble that we take because he's  
22 never been a hired gun, so to speak -- one of these  
23 individuals who just go along with whoever,  
24 whatever side ends up paying for them. In this case  
25 though, the clients split the cost for him and were

1 both in agreement initially that Dr. Conner was the  
2 one who did the report.

3 MR. NEGANGARD: Um, and you practice and you do, as part of your  
4 practice you do a number of divorces. Is that fair to  
5 say?

6 MS. LOECHEL: It's probably...I probably do more domestic law,  
7 family law stuff than I do anything else, at least  
8 right now.

9 MR. NEGANGARD: So at this time, that's the majority of your practice.

10 MS. LOECHEL: That's correct.

11 MR. NEGANGARD: And it's, I guess I'm asking about Dr. Conner's  
12 reputation among the legal community is good.

13 MS. LOECHEL: Yes, I would say so.

14 MR. NEGANGARD: And because he's fair and he's fair minded in his  
15 evaluations as well.

16 MS. LOECHEL: Yes.

17 MR. NEGANGARD: So you both, both you and Tom Blondell in your  
18 professional capacity represent to your clients about  
19 that Dr. Conner was the appropriate person to do a  
20 custodial evaluation.

21 MS. LOECHEL: I guess I really can't speak for Tom but given the  
22 fact...

23 MR. NEGANGARD: But he recommended...

24 MS. LOECHEL: ...that he recommended him, I would suspect that  
25 that were the case.

1 MR. NEGANGARD: And um, so you got the, okay so you were talking  
2 about how Tom Blondell suggested Dr. Conner and  
3 you guys agreed to Dr. Conner and you guys agreed  
4 to Dr. Conner, you guys filed a joint motion to  
5 appoint Dr. Conner.

6 MS. LOECHEL: Yes.

7 MR. NEGANGARD: And that was granted by the Court.

8 MS. LOECHEL: Yes.

9 MR. NEGANGARD: At this time, Judge Taul is still the judge. Correct?

10 MS. LOECHEL: That's correct.

11 MR. NEGANGARD: Alright. Um, what happens next?

12 MS. LOECHEL: It seems like the next thing that we went through  
13 was shortly thereafter, Mr. Blondell didn't stay in  
14 the case long. The first contempt hearing that we  
15 received that ended up getting straightened out over,  
16 it was just some visitation issues and stuff like that.

17 I don't know that there was anything...he was just  
18 getting, Dan was getting more and more difficult to  
19 deal with. Because Mr. Blondell went through, we  
20 started out filing a motion for discovery, I guess  
21 prior to him, got the custody evaluation back, we  
22 had previously filed a motion for discovery.

23 Discovery is what we do, uh, when we want the  
24 other side to answer any questions, you know like  
25 information about all the assets and liabilities that



1 need to be divided, uh information concerning the  
2 children, what each side believes should be the  
3 custodial, you know, just a bunch of questions that  
4 we need to get ready for trial, information on  
5 financials, so that we can calculate child support  
6 and that sort of thing. Um, we ended up having, I  
7 had to file on Melissa's behalf a motion to compel  
8 discovery because Dan didn't initially comply with  
9 it. Shortly there....

10 MR. NEGANGARD: Um, let me ask you this. Before, if you could, when  
11 was Tom, if you could take a moment to tell the  
12 Grand Jury when Tom Blondell was hired and then  
13 when he withdrew.

14 MS. LOECHEL: It doesn't, it doesn't appear to show on here when  
15 Mr. Blondell got in, but Amy Streater got out on  
16 March 26, 2007, uh I filed a contempt petition on  
17 March 28, 2007 and then distribution was given, oh,  
18 I'm sorry, Mr. Blondell got in, his appearance was  
19 filed on March 29, 2007.

20 MR. NEGANGARD: Okay and then when did he withdraw on this?

21 MS. LOECHEL: He withdrew on...

22 MR. NEGANGARD: About a year later?

23 MS. LOECHEL: I don't think it was that long. Well it would have  
24 been February 27, 2008.

25 MR. NEGANGARD: Okay. So and during that time Dr. Conner issued

1 his custodial evaluation.

2 MS. LOECHEL: That's correct.

3 MR. NEGANGARD: When he issued his custody evaluation report, um, it

4 was favorable to Melissa Brewington in a sense that

5 it did recommend sole custody?

6 MS. LOECHEL: That's correct.

7 MR. NEGANGARD: But it did not suggest that he should not have

8 visitation?

9 MS. LOECHEL: That's correct.

10 MR. NEGANGARD: But it did outline some problems with Mr.

11 Brewington's ability to um, cooperate,

12 communicate and kind of see things from another

13 person's prospective?

14 MS. LOECHEL: Yell it definitely showed why the joint custody

15 would not have been an option for these, because

16 Mr. Brewington's a...very much, if you did not

17 agree with Mr. Brewington, uh, you were not, he

18 was going to harass you and continue to force you

19 into stuff. Like even during the course, prior to this,

20 you know when they were still married, if they had

21 disagreements during the course of the dissolution,

22 uh, Mr. Brewington, I can recall would um, would

23 want to send out questionnaires to everybody in

24 Melissa's contact list, all their friends and family

25 members to take a poll amongst them as to which

1 side had the best idea on what to do with the  
2 children.

3 MR. NEGANGARD: So that's not really conducive to...

4 MS. LOECHEL: ...working out things and you basically, if you're  
5 going to do joint custody with Mr. Brewington, you  
6 were going to agree to whatever Mr. Brewington  
7 pretty much was going to do. At least that was what  
8 my interpretation was.

9 MR. NEGANGARD: And that's what the custodial evaluation stated.

10 MS. LOECHEL: Pretty much so.

11 MR. NEGANGARD: And that stated that in August of 2007. Correct?

12 MS. LOECHEL: Yes.

13 MR. NEGANGARD: And then after the custodial evaluation, were you  
14 aware of actions by Mr. Brewington towards Dr.  
15 Conner?

16 MS. LOECHEL: I know that Mr. Brewington was very upset with the  
17 report. Even though that like I said, it really wasn't  
18 nearly as unfavorable to him as he would have you  
19 believe. I mean, you know, there was a few things,  
20 but you know some things about Melissa in it too.  
21 You know, he did an assessment of both people.  
22 But shortly thereafter he started wanting to schedule  
23 things, he was claiming errors and oversights and he  
24 wanted to meet with Dr. Conner and get things  
25 straightened out and he went through all this, I can

1 remember that where Mr. Brewington wanted, you  
2 know had his appointment scheduled and they were  
3 to pay for the appointments and then on the day of  
4 he showed up at Dr. Conner's office saying that he  
5 wasn't going to participate. My client was signed  
6 up, paid her money, did her, you know, and he  
7 didn't even show up to see what was going to  
8 happen with respect to that. And uh, like I said,  
9 pretty much, and too, that's been pretty consistent of  
10 Dan even after that. Once he gets mad, you know  
11 something doesn't go his way, then he uh, likes to  
12 complain that everybody's made a mistake and  
13 nobody's been on his side but then he doesn't  
14 follow up to try and correct anything. And in fact,  
15 one of the big things he's made a big issue even  
16 during the court hearing that nobody had uh his  
17 medical records from the Affinity Center. Well I  
18 know that when my client went to the evaluation  
19 with Dr. Conner, she took documentation of where  
20 she met with her therapist and stuff like that and  
21 submitted it to Dr. Conner. Mr. Brewington never  
22 submitted them to Dr. Conner and in fact we had  
23 multiple fights over him wanting to release the  
24 entire case file to him during the course of this case  
25 because, like I said, he never submitted anything

1 that was like that personal information. We believe  
2 that the only reason that he was trying to get the  
3 records and the only thing that we were trying  
4 throughout the course of it to protect was Melissa's  
5 you know, confidential medical records and uh,  
6 because we were afraid, and at that time he began  
7 the blogging and began the web-site that he was  
8 going to post them on the internet is what we were  
9 concerned about.

10 MR. NEGANGARD: And in fact he did post confidential medical  
11 information from the custody evaluation.

12 MS. LOECHEL: Well he disclosed portions of the custodial  
13 evaluation on there that, it was confidential as well  
14 and posted them. He didn't, he never received any  
15 of my clients confidential medical records, per se.

16 MR. NEGANGARD: But what he did have, that was in the custodial  
17 evaluation, he disclosed.

18 MS. LOECHEL: That's correct.

19 MR. NEGNAGARD: And he seemed obsessed after this with getting that  
20 portion of the case file although there was not legal  
21 reason he needed that.

22 MS. LOECHEL: Yes and every time that we, because in all honesty,  
23 we didn't object to him getting any portion of the  
24 file and it's my understanding, now I don't know  
25 what he received, but it was my understanding that

1 he received everything but my client's information.  
2 And like I said, that's what we were interested in  
3 protecting just because we didn't want all of her  
4 stuff broadcasted all over, you know, she has a good  
5 job. She's a nurse in Cincinnati, and uh, plus you  
6 know, none of us want all of our deepest darkest  
7 secrets exposed to the entire world on the internet I  
8 would assume.

9 MR. NEGANGARD: And so your sole objective in protecting that portion  
10 of the case file was to protect very personal  
11 information of Ms. Brewington and Mr. Brewington  
12 showed absolutely no respect for that privacy.

13 MS. LOECHEL: Exactly and on top of that, even during the course of  
14 this, after, and the initial thing after Judge Taul  
15 denied it, Judge Taul suggested to him during court  
16 that there was other ways that he could maybe get at  
17 least some of that. He never requested us directly  
18 either himself or through any of his other attorneys  
19 to receive any portion of Ms. Brewington's medical  
20 files. He seemed obsessed to say that he was  
21 entitled to it through Dr. Conner's records and not  
22 through direct request and never even requested  
23 anything that with the protective order he had, to get  
24 portions of it, you know redact it, or portions of it  
25 but you know, you know strict rules not even he

1                                    could disclose any of it or anything like that.

2    MR. NEGANGARD:            Alright, so he wasn't even interested in getting

3                                    anything subsequent from that information because

4                                    then it would have been redacted in a manner that

5                                    he was interested in getting embarrassing

6                                    information from your experiences, he was

7                                    interested in embarrassing information about his

8                                    wife.

9    MS. LOECHEL:                I would assume so and in all honesty, I'm a little

10                                   perplexed that he never requested us directly for that

11                                   information or never attempted to do what's

12                                   required to request to get it either. He just seemed

13                                   obsessed on getting it as a part of Dr. Conner's files

14                                   and now granted, he had a number of attorneys

15                                   through this and represented himself a good portion

16                                   of the time.

17   MR. NEGANGARD:               And when he terminated Mr. Blondell's relationship

18                                   in late February of 2008, did you start getting a lot

19                                   of frivolous pro se motions?

20   MS. LOECHEL:                I would say that that's an understatement. They

21                                   came in waves. Like I said, to put it bluntly, the

22                                   attorney fees that Melissa has incurred just in the

23                                   prosecution of the original divorce, is higher, is at

24                                   least double that what I've ever had prior to that.

25                                   Uh, everything, because we had all these things that

1 he filed, we've had to respond to, uh...

2 MR. NEGANGARD: And you don't have the option to not respond to  
3 them.

4 MS. LOECHEL: That's correct and it's still going on. I mean this  
5 case is still going on as we speak where that we're  
6 still having to deal with that. You know we're still  
7 waiting on, you know, the order was issued I believe  
8 in August of '09 and we still don't have, and he's  
9 still not to the point where he's had his evaluation  
10 done to see whether or not he's safe enough to be  
11 around his ex-wife and his children.

12 MR. NEGANGARD: Let's go to that issue for a second. Um, once the  
13 order came down, he didn't file any motions  
14 immediately to try to get um, an evaluator approved.  
15 Correct?

16 MS. LOECHEL: No, that's correct, not with respect that he filed a  
17 variety of motions but none to get an evaluator  
18 appointed. I know that there was some, I believe  
19 release from judgments and motions to correct  
20 errors and I may be, let me refresh my memory,  
21 judgment of final order, we have a motion to clarify  
22 and to reconsider, a motion to grant relief from  
23 judgment, motion for, I think that's mine, there was,  
24 and then I know about the same time, I wasn't  
25 involved directly in the appeal but uh, he also hired



1 an attorney and started the appeals process  
2 sometime shortly after that. I think that he began it  
3 on his own and shortly thereafter he got an attorney  
4 to help him with the actual appeal. I was not  
5 involved with that. Melissa had another attorney,  
6 Leanna Weissmann, that represented her on the  
7 appeals side because I don't specialize in that.  
8 MR. NEGANGARD: The appeal is over at this point. Correct?  
9 MS. LOECHEL: That's correct. Just recently, I can't tell you the  
10 month, because like I said, I wasn't directly  
11 involved in it, that basically the Supreme Court  
12 denied to hear it, the Appellate Court did issue an  
13 order on the case and upheld the judgment on the  
14 decree that was issued.  
15 MR. NEGANGARD: And has he paid any of the judgment that he was  
16 ordered to pay?  
17 MS. LOECHEL: Not a cent.  
18 MR. NEGANGARD: So he didn't pay the portion of the attorney's fees  
19 that he was ordered?  
20 MS. LOECHEL: Not one penny for this time.  
21 MR. NEGANGARD: And he didn't pay the judgment that he was ordered  
22 as part of the division of the marital property.  
23 MS. LOECHEL: That is correct. The only thing that's been, that  
24 Melissa has received is the portion of the marital  
25 assets that she was granted under the decree and that

1 in itself, was a hassle to get, it was in the  
2 farmhouse, it was locked. It's my understanding  
3 that the Sheriff had to go get keys from the uncle  
4 that was the actual trustee of the property. When  
5 they got in there to get it, all of Melissa's stuff was  
6 in the house. The house was just a wreck. It's my  
7 understanding that I've heard from Melissa that it  
8 was just filled with cat excrement and that sort of  
9 thing and out of all the things that she picked up,  
10 only one thing was missing and that a 357 magnum  
11 that she was ordered to, in the decree and he still  
12 has not returned the gun to her at this point, which  
13 is one of the things that I find is very concerning.  
14 Um, you know, it's the one piece that's out there. I  
15 know that he's complained in letters to different  
16 people, to the different law enforcement and to the  
17 children's services over in Hamilton County,  
18 because he normally sends me a copy of everything  
19 that he files with whoever. Um, you know, he's  
20 complained that she's gotten this firearm as a part of  
21 the, as a part of the order on the divorce and yet  
22 she's not, she's never been trained in firearms and  
23 that. You know, personally I see the fact that the  
24 only, that he's taken out this firearm, to me, is kind  
25 of an act of a threat in it of itself.

1 MR. NEGANGARD: So he's not returned the gun. Now with regard to  
2 um, he filed several motions, but not, let's go back  
3 to that for a minute, but not a motion to appoint a  
4 custody evaluator since I believe March of 2010.

5 MS. LOECHEL: That's correct.

6 MR. NEGANGARD: Okay, March of 2010, who did he try to have  
7 appointed?

8 MS. LOECHEL: Dr. Henry Waite.

9 MR. NEGANGARD: Alright and Dr. Henry Waite, what were you able to  
10 ascertain about Dr. Henry Waite?

11 MS. LOECHEL: We were initially concerned about bias and just in it  
12 of itself, as that Dr. Waite was associated with the  
13 Affinity where that Mr. Brewington had sought his  
14 treatment and you know, of which whose records  
15 that he never produced to Dr. Conner and uh, so we  
16 were concerned that you know that there...

17 MR. NEGANGARD: So Dr. Waite was affiliated with the Affinity  
18 Center?

19 MS. LOECHEL: That's correct.

20 MR. NEGANGARD: And he had been treated there?

21 MS. LOECHEL: At the Affinity Center.

22 MR. NEGANGARD: And a custody evaluator is not supposed to have any  
23 previous contact?

24 MS. LOECHEL: Well and actually and his was, he was actually  
25 appointed, the first thing that they had to have done,

1 was to have a psychiatric evaluation to see whether  
2 or not that he was safe to be around Melissa and the  
3 children so we were a little concerned that you  
4 know, that the people who have been providing for  
5 his treatment, you know, we think that there would  
6 be obviously some bias in there. As things went  
7 out, as discovery was conducted and talks with his  
8 attorney and as his responses to, where we ask  
9 questions about Dr. Waite, uh we found out that Dr.  
10 Waite was actually hired by Mr. Brewington to do a  
11 psychological evaluation for him in the telephone  
12 harassment case that was brought against him in  
13 Hamilton County, Ohio, uh, which I found really  
14 bizarre because I can't imaging why for a telephone  
15 harassment case, that you would need to have a  
16 psychological evaluation. That being said, by the  
17 time that he would have motioned for this, since he  
18 hired him as his expert witness for a psychological  
19 evaluation in that case, he would have almost have  
20 had to know what the results of the case were, of  
21 what the results of Dr. Waite's evaluation were  
22 going to be prior to him motioning to have him  
23 appointed as the evaluator in his case, which very  
24 much concerned us as to how valid that would be.  
25 And in letters back and forth to um, to his attorney,

1 we said look, we're not agreeable to him, you know  
2 pick somebody else out that nobody's had any ties  
3 to and they flat out refused to pick some neutral  
4 evaluator that they could both agree on. And we in  
5 fact, had a hearing on it and uh, the Judge actually  
6 picked somebody else and I don't know if Mr.  
7 Brewington's contacted him yet to set up the  
8 evaluation or not.

9 MR. NEGANGARD: When finally has the doctor conducted this  
10 evaluation?

11 MS. LOECHEL: It's been recently. We had the hearing the  
12 Wednesday before Thanksgiving. We had the  
13 hearing on the Wednesday before the Thanksgiving  
14 holiday and it didn't come out until, it looks like  
15 January 18, 2011, uh, a Dr. Kuhn's was appointed  
16 but he ended up declining to take the appointment  
17 and saying that he didn't feel comfortable in doing  
18 it and as such on January 24<sup>th</sup>, a Dr. Richard Waller  
19 was appointed.

20 MR. NEGANGARD: And as far you know, he has yet to meet with Dr.  
21 Waller?

22 MS. LOECHEL: The last I've heard but he may have set the  
23 appointment since then.

24 MR. NEGANGARD: Alright, during the course of this, did he ever  
25 threaten or intimidate you?

1 MS. LOECHEL: Uh, I would characterize what he did is that. He  
2 made, first off, I live about fifty-two (52) miles  
3 away. I live in Demossville, Kentucky out in the  
4 middle of no where and I am a certified, me and my  
5 husband both are certified instructors in carrying  
6 concealed deadly weapons and also through the  
7 NRA personal protection and pistol courses. So we  
8 do have a kind of side business that we were  
9 running at the time, uh, K-TAC where that we did  
10 mostly carry to conceal people to get them certified  
11 and occasionally a firearms class here and there.  
12 Um, Mr. Brewington, and we don't have like a  
13 separate business number. It is our home phone.  
14 Uh, Mr. Brewington, under the disguise of seeking  
15 some firearms training, called my house and talked  
16 to my husband and again he lives in Milan, I live in  
17 Pendleton County, Kentucky. It would take him at  
18 least an hour and a half, it not longer to receive  
19 training at my house. I don't know the exact  
20 location of where he's located, but I know it takes  
21 me an hour to get to work, so it's further than that.  
22 Um, and he never identified himself to my husband.  
23 My husband never even mentioned a phone call to  
24 me about somebody seeking it, because you know  
25 we get that occasionally. Uh, the way that I had

1 found out that Mr. Brewington had called my home,  
2 um, is that on the day that I went to depose his  
3 mother, when we got finished, he made a comment  
4 to me, I think I talked to your husband the other day  
5 and I said oh really, and he said, yell, he goes, I  
6 called your house looking for firearms instruction  
7 and uh, I talked to a Scott Loechel. And again my  
8 last name is Loechel - L-O-E-C-H-E-L, you know I  
9 can't imagine that he would not have had an  
10 indication, especially as I'm listed as a co-owner of  
11 K-TAC and I'm the other instructor there as well. I  
12 would show up on any sheet that Scott would have  
13 showed up with respect to that. And then shortly  
14 thereafter I know that we received a letter in which  
15 Mr. Brewington was quoting, was allegedly quoting  
16 my husband, they had got, uh, Melissa and Dan  
17 were having a disagreement over the children  
18 learning how to use firearms, um, Mary was the  
19 oldest at that time. She was four (4) years old and  
20 uh, we never really did discern whether or not he  
21 was actually letting her use the actual real firearm or  
22 not. He was always real vague in his answer and  
23 stuff like that. We were very concerned that he  
24 would. The little girl had been complaining to  
25 Melissa that you know, that she didn't like firing the

1                    weapon, that it hurt her ears and that sort of things  
2                    and uh, the quote that he put in the letter was  
3                    something along the lines that my husband, I told  
4                    him that you know, that if you're going to keep guns  
5                    in the home, it's good to have your children  
6                    introduced to them at an early age. My husband  
7                    may have very well said something like that. Of  
8                    course he would never have said it for a four (4)  
9                    year old child.  
10    MR. NEGANGARD:        So he then quoted your husband in a  
11                    correspondence....  
12    MS. LOECHEL:            ...in a letter to me to show me how that my client  
13                    was incorrect on what the firearms (indiscernible).  
14    MR. NEGANGARD:        And uh, to that point, um, Mary had said that you  
15                    couldn't discern whether, Mary had said that the  
16                    weapon was loud.  
17    MS. LOECHEL:            I believe so. It's been a while but I think that was  
18                    the case. I know that she had complaints that made  
19                    it sound like that it may have possibly and like I said  
20                    we never really found out for sure if it was more of  
21                    an air pistol type thing or not. Like I said, he never  
22                    was really clear on that.  
23    MR. NEGANGARD:        But he would, so you would ask him what he would  
24                    use and he would not tell you what kind of gun it  
25                    was.



1 MS. LOECHEL: Well he would kind of go, I'm trying to think. I  
2 believe that in the actual hearing that he testified  
3 that he tried to make it sound like mostly air pistols  
4 at the time, that some of the descriptions that Mary  
5 was saying on it, it really....  
6 MR. NEGANGARD: ...wasn't consistent with that...  
7 MS. LOECHEL: ...yell it didn't sound consistent.  
8 MR. NEGANGARD: The descriptions given by Mary were not, I mean an  
9 air pistol is not loud.  
10 MS. LOECHEL: Yell I can't imagine and granted, you know, I don't  
11 know, I haven't had experience with all of them, but  
12 I can't imagine it being loud enough to cause her  
13 you know.  
14 MR. NEGANGARD: So...  
15 MS. LOECHEL: And too...  
16 MR. NEGANGARD: ...and your husband, I mean, so he calls your home  
17 but I mean it's fair to say your husband is a law  
18 enforcement officer. Correct?  
19 MS. LOECHEL: He was. He just recently retired but that was  
20 correct.  
21 MR. NEGANGARD: And he's also retired from the special forces.  
22 MS. LOECHEL: That's correct. Well he didn't retire but he was in  
23 special forces for a short period of time.  
24 MR. NEGANGARD: And he was a member of the U.S. military?  
25 MS. LOECHEL: That's correct.

1 MR. NEGANGARD: What branch?

2 MS. LOECHEL: Army. He was with the special forces group, in the  
3 82<sup>nd</sup> airborne prior to that.

4 MR. NEGANGARD: Didn't he, he served, I believe a tour in Iraq, didn't  
5 he?

6 MS. LOECHEL: No, he actually went to Iraq as a contractor about  
7 five (5) years ago and did some of the personal  
8 bodyguard work back then.

9 MR. NEGANGARD: So even though he had a made a call and indicated  
10 he knew where you lived and stuff, you and your  
11 husband, based upon your training and the fact that  
12 you do have a lot of weapons at your disposal, was  
13 that a concern?

14 MS. LOECHEL: Well I was concerned enough that when, especially  
15 when the decree came out, I did print a picture of  
16 Mr. Brewington off the web-site. I did show my  
17 neighbors what he looked like, because like I said,  
18 we do live out in the middle of no where and they  
19 all knew what he looked like, they all, I showed  
20 them, I told them what kind of vehicle that he  
21 drove, you know, 'cause you never know and like I  
22 said, you don't accidentally end up at my house. I  
23 am eight (8), either seven (7) or eight (8) miles from  
24 the nearest Walmart. You know, we have no, you  
25 know, unless you're going to my house or Unity

1                   Baptist Church, you're not going to be on Jack Road  
2                   unless you're visiting somebody there so everybody  
3                   knows everybody that traipses up and down that  
4                   road.  
5   MR. NEGANGARD:       So you showed all your neighbors what he looked  
6                   like just in case he came?  
7   MS. LOECHEL:         Yell.  
8   MR. NEGANGARD:       And he hasn't...  
9   MS. LOECHEL:         He's never, he's never to my knowledge and in all  
10                   honestly, like I said, I seem to be one of the ones  
11                   that he focused on the least from his blog. He really  
12                   hasn't done a whole lot outside of that to target me.  
13                   I think that one of the blogs is shame on, shame on  
14                   you Angela Loechel and your client but I think  
15                   that's about the worse that I've gotten directed  
16                   directly to me.  
17   MR. NEGANGARD:       And other than the fact that he contacted for training  
18                   as far as any personal you know, do you guys  
19                   advertise, I mean how would he have found out  
20                   about that?  
21   MS. LOECHEL:         Uh, if you, I think that you can google searches and  
22                   I think that having the main one come up is in the  
23                   Kentucky is the web-site for the carry and conceal  
24                   instructors and that sort of thing.  
25   MR. NEGANGARD:       In Kentucky.

1 MS. LOECHEL: Yell in Kentucky. Now we briefly had, I know that  
2 we had a web-site back at one time but this has been  
3 years ago and I'm sure it was deactivated even  
4 before then. I don't even recall when a friend of  
5 Scott's made it up or if there even was a whole lot  
6 of information on that.

7 MR. NEGANGARD: But it would have showed Scott Loechel and your  
8 name on it.

9 MS. LOECHEL: It should have. The most likely place would have  
10 been for the carry, conceal, deadly weapons  
11 instructors list put out by the state and both of us  
12 would have shown up, one right after another in it.  
13 In fact, I should have been listed ahead of Scott in  
14 all honesty since I'm Angela and not Scott.

15 MR. NEGANGARD: Is there any other information that you've had in  
16 your representation of Melissa Brewington that you  
17 believe would be helpful for the jury?

18 MS. LOECHEL: Uh, I do know that, like I said, even in the  
19 beginning of this when he first became  
20 unrepresented, um, we had appraisals done of the  
21 property – that in itself was a hassle. The first  
22 schedule we couldn't do uh, my client went out with  
23 Nelson Elliott to get the appraisal done, uh, when  
24 they showed up, Dan and his mother were moving  
25 items off the property like across the property line.

1 Uh Mr. Elliott, and they left some other gentleman  
2 who was unidentified in the house that was acting  
3 really confrontational with Melissa and Mr. Elliott  
4 at that time and I don't, Nelson Elliott is an older  
5 gentleman, one of the nicest old men that you could  
6 ever meet and to have a problem with Nelson Elliott  
7 just blows my mind and speaks volumes. Um, so  
8 they ended up, Nelson didn't feel comfortable  
9 conducting the appraisal that day so they actually  
10 came off the property and we motioned to have a  
11 Sheriff available to do the actual um, the actual  
12 appraisal so that they could, so that Mr. Elliott could  
13 do so without being harassed.

14 MR. NEGANGARD: Is there anything about, I mean during anytime  
15 during this divorce that he has been cooperative at  
16 all or were you ever able to get anything  
17 accomplished?

18 MS. LOECHEL: Everything has been just like pulling teeth from the  
19 get go, I mean even just getting the simplest things,  
20 you know, we've had to motion for almost  
21 everything that we've done and like I said I honestly  
22 had never been to court this many times on any case  
23 that I've ever been involved with, um, I mean it's  
24 just that, if you would have told me in 2007 that I  
25 would still be doing the Brewington case in 2011, I

1 would have thought that you were absolutely crazy  
2 and that there was just no way.  
3 MR. NEGANGARD: It's not that complicated of a divorce  
4 (indiscernible)?  
5 MS. LOECHEL: No, not really, I mean, they had fairly, you know,  
6 they had a few issues here and there, uh that we put  
7 up before the court, uh, but just the, well just the  
8 multiple motions filed by Mr. Brewington that were  
9 for the most part, the same content over and over  
10 again but he would label it as something else. One  
11 time it would be a motion to set aside and then there  
12 would be a motion to clarify and then it would be a  
13 motion for this or a motion for that – all basically  
14 requesting pretty much the same thing – usually Dr.  
15 Conner's records that included my client's mental  
16 health evaluation to be released to him. That  
17 seemed to be the over-riding thing.  
18 MR. NEGANGARD: Do you have anything else?  
19 MS. LOECHEL: Um, I can't think of anything right off the top of my  
20 head.  
21 MR. NEGANGARD: Okay, thank you Ms. Loechel. Does any of the  
22 grand jurors have any questions?  
23 JUROR: I have two questions.  
24 MS. LOECHEL: Okay.  
25 JUROR: I might forget the second one. But in general, as a

1 divorce attorney, that's the term I'll use, I'm sure  
2 you travel in circles with other attorneys in the same  
3 practices you know of them.

4 MS. LOECHEL: Yes.

5 JUROR: How common is it in litigation like this to have  
6 numerous attorneys?

7 MS. LOECHEL: I don't think it's uncommon, it's very uncommon to  
8 keep switching in the course of like the initial thing,  
9 like for example, there's not a whole lot of change  
10 normally I would say between the filing of the  
11 dissolution and up through the divorce. You know,  
12 sometimes it happens, you know there may be one  
13 change. During the course of ours during that  
14 period, we had Amy Streater, then Tom Blondell,  
15 and then for the majority of the time we had just Mr.  
16 Brewington who uh, you know in all honesty with  
17 him doing it by himself, he created so much more  
18 expense for my client than would have ever  
19 happened with an attorney because in all honesty I  
20 can see with the number of, I would be afraid  
21 personally with the number of frivolous motions in  
22 my opinion that were frivolous that we would have  
23 got sanctioned at one time or another for just  
24 continuing putting the same issue up before the  
25 judge time and time again. It's very uncommon at

1 this point though to have, I think that we're up to,  
2 we have, we had those three (3). He's had two (2)  
3 appeals attorneys now and uh, the fact that we're  
4 now on our third (3<sup>rd</sup>) judge, that's the thing that's  
5 really more staggering than anything else. Very  
6 seldom have I had any where I've had more than  
7 two (2) judges especially in a, you know, that short  
8 of time period.

9 JUROR: And what would be some common reasons that a  
10 client may dismiss their attorney or can it also be  
11 done the other way around – the attorney dismisses  
12 the client?

13 MS. LOECHEL: Uh, normally, well normally the attorneys are  
14 withdrawing, I would say that sometimes it's not  
15 getting paid, uh, I would say that other times it's  
16 just disagreements between the attorney and the  
17 client on how to prosecute their case is probably the  
18 most common. Uh, every now and then you get one  
19 where they just will not follow your directions  
20 whatsoever and they kind of force you in a position  
21 of where that, you know, they're taking actions that  
22 you feel is detrimental and that you feel like that  
23 you just can't represent their best interest because  
24 they're not doing anything that you tell them to and  
25 too, occasionally it's personality, you know some



1 people just feel more comfortable with other people  
2 than others too.

3 JUROR: And also when they have um, evidently the  
4 dissolution of the property, the inspection or I guess  
5 I don't know what the proper term was before, in  
6 this case where the Sheriff had to go out to the  
7 house.

8 MS. LOECHEL: For the appraisal?

9 JUROR: The appraisal – um, what are the terms of that  
10 appraisal – I mean, what can and can't you take out  
11 of a home?

12 MS. LOECHEL: You can't, they weren't taking anything out of the  
13 home. On the appraisal itself, they were just  
14 coming in to look at all the property and Nelson,  
15 Mr. Elliott was going to put a value on all the  
16 property. Uh, Mr. Brewington could have gotten his  
17 own appraiser to have done the same thing as well.  
18 Also too, and Melissa had items that she brought in  
19 that she already had in her possession that she took  
20 with her when she left that Mr. Elliott appraised as  
21 well.

22 JUROR: Okay then basically in their determination, the only  
23 thing that was missing would have been common  
24 household property was the firearm?

25 MS. LOECHEL: No, that's two (2) different issues.

1 JUROR: Oh.

2 MS. LOECHEL: Mr. Elliott came on the property to actually appraise

3 the property prior to it being, prior to it being going

4 to the hearing and the court dividing it. Uh the

5 issue with the firearm came after the decree where

6 the Judge issued the order on who was going to get

7 what piece of property, uh Melissa's stuff was at the

8 house. On the day that it was set up with the Sheriff

9 for her to go get her property, everything was in the

10 house but the firearm. And I know that during the

11 course of that, Dan was across the street at the rental

12 property that his family owns and it's my

13 understanding that Sheriff Grills went over and

14 asked him about the gun and he claimed that he had

15 no idea what happened to it yet it had been in his

16 possession since you know, prior to that time. In

17 fact, he argued to keep it as a part of his that he

18 didn't want Melissa to have the weapon.

19 JUROR: Oh, okay.

20 JUROR: Wouldn't he uh, when the motion first occurred to

21 have mental evaluation done (indiscernible), did he

22 ever once object to it in any way at all?

23 MS. LOECHEL: No he never, and like I said, it was an agreed entry.

24 We agreed to have Dr. Conner do the custodial

25 evaluation on the both of them and in fact during

1 the course of it, I can remember Melissa reporting to  
2 me that he was, that you know, how that she was  
3 going to be, that this was not going to go very  
4 favorable to her because of all the things that he was  
5 going to let her know about as a part of the  
6 evaluation. He initially was real happy with the  
7 evaluation until it actually came out and then that's  
8 when the problems started.

9 JUROR: One more -- when I go to a doctor and have medical  
10 procedures and believe me when you get my age  
11 you get a lot of them, I always sign a paper that says  
12 the doctor can release my records to somebody or  
13 not.

14 MS. LOECHEL: Mm hmm.

15 JUROR: Did Melissa sign one of those?

16 MS. LOECHEL: No, not at that time but we were never requested to  
17 sign those. Mr. Brewington never requested us  
18 directly for any of those, for any of that paperwork.

19 JUROR: Okay.

20 JUROR: I have one. So you said that Mr. Brewington tried  
21 to get full custody at the beginning?

22 MS. LOECHEL: Yes.

23 JUROR: He said he didn't yesterday, did he not?

24 MS. LOECHEL: I believe that, as I recall, I believe it was full  
25 custody. I mean I could check. I know that he

1 wanted to be, at the very least, wanted to be primary  
2 residential parent and have the kids with him all the  
3 time, him sending them to daycare and Melissa  
4 paying him child support. Now I would have to  
5 check my records. It's possible that he may have,  
6 may have argued for joint custody with him being  
7 primary parent and her just getting standard  
8 parenting time guidelines. But I believe, I'm almost  
9 positive at the time, that it was the others. I would  
10 have to check my records to be absolutely clear on  
11 that but I know that he, at the very least, requested  
12 the other.

13 JUROR: Okay, and um, so they did have the 357, the gun,  
14 when they were married or did he get that after the  
15 divorce?

16 MS. LOECHEL: I believe that he testified, I'm almost positive that  
17 he testified that he got it prior to the divorce being  
18 filed.

19 JUROR: And you're the K-TAC gun training?

20 MS. LOECHEL: Uh huh.

21 JUROR: Said you live like fifty (50) miles away. So there's  
22 definitely more than two (2) or three (3) other gun  
23 trainings he could have went to other than yours in  
24 the area?

25 MS. LOECHEL: Yell, I'm really perplexed that he would have came

1 to Kentucky just because you would think that he  
2 would want a facility that's more, that knows more  
3 about the gun laws in Indiana and that because  
4 believe me, they differ quite a bit from county to  
5 county and in all honesty, we don't do like a huge  
6 full scout advertising to the public. Most of the  
7 business that we had, or like I said, we've kind of  
8 gotten out of the firearms training here in the past  
9 year since Scott came back from Iraq, um, but prior  
10 to that, most of the training that we did, were to  
11 local police departments. Like Scott had trained uh,  
12 the SWAT team for Boone County, uh, later became  
13 joint with Kenton County, uh, the airport's been  
14 down to our facility, Florence has been to our  
15 facility. Most of the Northern Kentucky law  
16 enforcement agencies had been at our house at one  
17 time or another.

18 MR. NEGANGARD: Are you familiar with On Target, a gun supplier  
19 that's in Sunman?

20 JUROR: Target World.

21 MR. NEGANGARD: There's an On Target in Sunman. Are you familiar?

22 MS. LOECHEL: Not at all. I am familiar with Target World. I've  
23 been there before.

24 MR. NEGANGARD: You mentioned Target World too.

25 JUROR: Yell you did.

1 MR. NEGANGARD: Target World was the other one.

2 MS. LOECHEL: Yell, Target World is in Cincinnati.

3 MR. NEGANGARD: On Target's actually in Indiana.

4 MS. LOECHEL: But they're totally different. Even like the Target

5 World -- I don't know what, I'm not familiar with

6 the one in Sunman but Target World is an indoor

7 facility that's kind of open to the public where

8 people can come in. You can even rent guns I

9 understand, or at least you used to be able when

10 you're there. Ours is totally different. I mean, we

11 have an outdoor facility, um, now grant it, like I said

12 we've kind of shut back on that, at the time when

13 we were at the top of the game, we had a running

14 man target and stuff like that but like I said, we

15 were mostly word of mouth and mostly law

16 enforcement, in fact, I would say that there's

17 probably been more uh, we've had more fully

18 automatic weapons and more tactical training at our

19 home on our property than we had on the civilian,

20 we both feel that you know, being Kentuckians that

21 we like to make sure that everybody's following the

22 rules and Kentucky does have one of the best

23 systems for carry conceal which is why it's accepted

24 by most of the other states where you in Indiana,

25 don't have that same luxury um, because we do

1 train them on the law and we do train them, you  
2 know we make sure they have a basic understanding  
3 before we issue a carry conceal permit to them. But  
4 like I said, our civilian side of training was very,  
5 very small. I mean we only had, other than  
6 Kentucky carry conceal, I think that we've maybe  
7 done five (5) or six (6) courses for people just  
8 wanting you know, you know regular, you know,  
9 defense training and most of those were just  
10 personal friends of ours and that sort of thing. We  
11 didn't really cater to the public per se.  
12 JUROR: More agencies?  
13 MS. LOECHEL: Yell.  
14 MR. NEGANGARD: So it was unusual to get his call?  
15 MS. LOECHEL: Yell it was very unusual to get a call, like I said  
16 other than somebody who was friends or a friend of  
17 a friend or something like that, we really just didn't  
18 do that much out of, like I said, we did own an  
19 outside facility, that the firing range was outside my  
20 side door.  
21 MR. NEGANGARD: Now I do want to address a couple of things. With  
22 regard to Judge Taul – Judge Taul had to get out of  
23 the case. Is that correct?  
24 MS. LOECHEL: That's correct. Well he didn't...  
25 MR. NEGANGARD: Well I mean, he got out of the case. If you can

1 explain to the Grand Jury what happened with  
2 regard to that.

3 MS. LOECHEL: Uh, right before the final hearing, just a few weeks  
4 before we were scheduled for final hearing in front  
5 of Judge Taul, uh, Mr. Brewington motioned to  
6 have a change of judge and uh, Judge Taul, I'm sure  
7 happily withdrew, uh, like I said, I don't know his  
8 exact motivations for that but no reason was given  
9 at that time and normally you're entitled to one  
10 change of judge prior to the final hearing.

11 MR. NEGANGARD: Okay, so he filed for motion for a change of judge.  
12 He didn't file for motion for change of Judge based  
13 on an alleged ex-parte contact.

14 MS. LOECHEL: I know that he said that in a lot of things. I'm trying  
15 to recall. I don't recall if he actually had that in his  
16 motion or not without looking for it but that was  
17 never listed as part of the order as to why.

18 MR. NEGANGARD: Because you're entitled in a civil proceeding to get  
19 an automatic change of judge.

20 MS. LOECHEL: That's correct, especially and it's been a while since  
21 I've looked at this, but I think that as in divorce  
22 cases, where that you don't have to have a response  
23 to pleading but you basically could go pretty much  
24 up until right before hearing and probably get that.  
25 And in all honesty, I would assume at the same time



1 that Judge Taul didn't want to make it an issue. He  
2 wanted a new judge. It was probably easier to do  
3 that, he thought at the time, than to deal with all the  
4 accusations of why a new judge was being denied to  
5 him.

6 MR. NEGANGARD: And Judge Taul never like ordered a change of  
7 judge based on an ex-parte communication.

8 MS. LOECHEL: No. There were no reasons given – just a new judge  
9 and a new panel submitted to us.

10 MR. NEGANGARD: Was there ever any actions taken towards, are you  
11 familiar with Marlene Wullenweber who is one of  
12 the court reporters?

13 MS. LOECHEL: That's correct. Well, I know that, and I can't  
14 remember if it was in his blogs or in the letter, there  
15 was some concern over him, uh, at one time,  
16 Marlene Wullenweber uh, rented some space from  
17 Richard Butler who is the same gentleman that I  
18 rent space from, where my office is, and uh, he was  
19 concerned, he later found that, later he found out  
20 that Marlene...

21 MR. NEGANGARD: And she's a court reporter.

22 MS. LOECHEL: Yell, she's a court reporter local here, that she and  
23 basically she wasn't there all that often and I think  
24 that her secretary was only over there like a couple  
25 of days a week just because they needed a place to

1 set up their stuff while they were in town. She's  
2 now, I think, working out of Frank Cardis's office,  
3 or I think she was the last that I heard. I haven't  
4 needed her for a while and uh, he became concerned  
5 because she had our address, my address for a short  
6 amount of time and then he began, I know that there  
7 was some kind of allegations that had to do with  
8 somebody that was related to her or working with  
9 her or something, I'm sorry, I just don't remember  
10 a whole lot of the details of that but he did take uh,  
11 tried to cast some aspersions on Marlene and like I  
12 said, Marlene was just the court reporter, the one  
13 who sits there and when we did depositions of his  
14 mother is the one who typed up everything and  
15 signed off on it.  
16 MR. NEGANGARD: So he tried to, on his blog, he tried to make  
17 suggestions as to her character and all she was, was  
18 a court reporter on the case.  
19 MS. LOECHEL: That's correct.  
20 MR. NEGANGARD: And she shared office space at the same location as  
21 you at the time.  
22 MS. LOECHEL: At one time and didn't share office space actually at  
23 the time...  
24 MR. NEGANGARD: ...that that occurred.  
25 MS. LOECHEL: ...that the deposition occurred.

1 MR. NEGANGARD: Does anyone else have any more questions?

2 JUROR: One that might be more directed to you. What state

3 did he buy this gun?

4 MR. NEGANGARD: We'll have to call Mike back up to have him testify

5 to that. Um, any other questions for the witness?

6 No further questions. I would remind you that you

7 cannot disclose anything about the grand jury

8 proceedings to anyone. Okay?

9 MS. LOECHEL: Okay, thank you.

10 MR. NEGANGARD: Okay are we on record. Let the record show that

11 we're reconvening after our morning break, um,

12 we'll show that the State has called Heidi

13 Humphrey before the Grand Jury. Mr. Foreman, if

14 you would swear the witness in?

15 FOREMAN: Do you solemnly swear or affirm that the testimony

16 you are about to give in the matter now under

17 consideration by the grand jury will be the truth, the

18 whole truth and nothing but the truth? And do you

19 further solemnly swear or affirm that you will not

20 divulge any portion of your testimony before this

21 grand jury except when legally called upon to do

22 so?

23 MS. HUMPHREY: I do.

24 MR. NEGANGARD: Um, would you please state your name for the

25 record please?