

EX PARTE DEPARTMENT
Hearing Date: March 20, 2023
Hearing Time: 10:30 AM

SUPERIOR COURT OF WASHINGTON FOR KING COUNTY

CHARLES A. HAROLD, JR., OBO VA
SHARON M. HAROLD,

Petitioner,

v.

DAVID ALLEN PAICE,

Respondent.

No. 23-2-03980-7 KNT

**DECLARATION OF ALEKSANDER
R. SCHILBACH**

I, Aleksander R. Schilbach, declare as follows:

1. I am an attorney with Lane Powell PC, attorneys of record for David A. Paice, in his individual capacity and in his capacity as successor trustee ("Trustee") of the Sharon M. Harold Irrevocable Trust dated November 12, 2004 ("Harold Trust" or "Trust"). I have personal knowledge of the facts set forth herein. I make this declaration based in support of the Motion to Vacate Temporary Protection Order and Hearing Notice, and Dismiss Petition for Protection Order ("Motion to Vacate and Dismiss"). In making this declaration to authenticate the attached exhibits, I am not waiving any attorney-client privilege held by our client as to our communications and legal advice, nor any work-product protections that attach to the legal services and work that we have done for him.

2. In re Sharon M. Harold Trust. On December 5, 2022, the Trustee filed a Verified Petition for Approval of Interim Account; For Discharge of Successor Trustee; and For Appointment of Successor Trustee ("Verified Petition") in King County Superior Court, case

DECLARATION OF ALEKSANDER R. SCHILBACH - 1

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number 22-4-08326-1 KNT (hereafter, “TEDRA Proceeding”). The TEDRA Proceeding is currently pending before Judge Wyman Yip.

3. Pleadings on File in TEDRA Proceeding. To assist the Court in ruling on the Motion to Vacate and Dismiss, a number of critical pleadings in the TEDRA Proceeding are attached as exhibits to this declaration. All exhibits listed in the following table and attached to this declaration are true and correct copies of pleadings filed in the TEDRA Proceeding:

Exhibit	Title
A	Verified Petition for Approval of Interim Account; For Discharge of Successor Trustee; and For Appointment of Successor Trustee filed December 5, 2022 and the exhibits thereto (“Verified Petition”); Dkt. 1 of TEDRA Proceeding
B	Declaration of David A. Paice, Trustee dated December 1, 2022, and the exhibits thereto (“First Paice Decl.”); Dkt. 3 of TEDRA Proceeding
C	Declaration of Aleksander R. Schilbach dated December 2, 2022 and the exhibits thereto (“First Schilbach Decl.”); Dkt. 13 of TEDRA Proceeding
D	Declaration of David A. Paice, Trustee, in Support of Motion for Appointment of a Litigation Guardian Ad Litem for Sharon M. Harold; and the exhibits thereto (“Second Paice Decl.”); Dkt. 53 of TEDRA Proceeding
E	Declaration of Aleksander R. Schilbach in Support of Motion for Appointment of a Litigation Guardian Ad Litem for Sharon M. Harold dated February 28, 2023 and the exhibits thereto (“Second Schilbach Decl.”); Dkt. 52 of TEDRA Proceeding
F	Declaration in Support of Alternative Motion for Withdrawal by Order for Respondent Sharon M. Harold dated February 1, 2023 (“First Blackwell Decl.”)
G	Supplemental Declaration of Michelle A. Blackwell in Support of Alternative Motion for Withdrawal by Order for Respondent Sharon M. Harold dated February 2, 2023 (“Second Blackwell Decl.”); Dkt. 39 of TEDRA Proceeding
H	Motion for Appointment of Litigation Guardian Ad Litem for Sharon M. Harold filed on March 1, 2023; Dkt. 51 of TEDRA Proceedings

4. No Notice Provided Regarding *Ex Parte* Petition for Protection Order. My office was not provided any notice that Charles Harold would file an *ex parte* Petition for Protection

1 Order against my client, David Paice.

2 5. Mr. Harold's Disregard for Procedure and Authority. On January 27, 2023, I told
3 Mr. Harold not to contact Mr. Paice directly because Mr. Paice is represented by counsel. Mr.
4 Harold has disregarded that request by e-mailing Mr. Paice's work e-mail multiple times. I believe
5 that Mr. Harold is purposefully disregarding my request so that he can make Mr. Paice look bad
6 to BECU, Mr. Paice's employer. After we entered a Notice of Appearance in this matter on March
7 16, 2023, Mr. Harold sent Mr. Paice at his BECU e-mail address his supplemental pleadings in
8 direct contravention of the contents of the Notice of Appearance, which requested that parties serve
9 Mr. Paice's counsel—not Mr. Paice.

10 6. Lane Powell PC's IOLTA Account. In the Supplemental Brief in Support of
11 Protection Order ("Supplemental Brief"), which was filed on March 15, 2023, Mr. Harold
12 requested that the King County Ex Parte Department issue an order freezing Lane Powell PC's
13 IOLTA account. In support of this request, he provided absolutely no evidence that Lane Powell's
14 IOLTA account holds any funds in which Ms. Sharon Harold holds any interest, either legally or
15 beneficially. ***To be clear: Lane Powell's IOLTA Trust account does NOT hold any funds from***
16 ***the Harold Trust or from Mr. Paice.*** On June 6, 2022, \$3,500 from Mr. Paice was deposited into
17 Lane Powell's IOLTA account, and on June 13, 2022, that \$3,500 was withdrawn from the IOLTA
18 account and applied to an open invoice to pay for legal services rendered. ***Since June 13, 2022,***
19 ***there has been no funds related to the Harold Trust or Mr. Paice in Lane Powell's IOLTA***
20 ***account.*** Freezing Lane Powell's IOLTA account would bring no benefit whatever to Ms. Sharon
21 Harold, would immediately place Lane Powell in violation of the Washington State Bar
22 Association Rules that govern attorney trust accounts, and would cause irreparable harm to Lane
23 Powell PC and its other clients.

24 I declare under penalty of perjury under the laws of the State of Washington that the
25 foregoing is true and correct to the best of my knowledge.

26 Executed on this 17th day of March, 2023, at Seattle, Washington.



Aleksander Schilbach

Exhibit A

FILED
2022 DEC 05 09:00 AM
KING COUNTY
SUPERIOR COURT CLERK
E-FILED
CASE #: 22-4-08326-1 KNT

SUPERIOR COURT OF WASHINGTON FOR KING COUNTY

In re the Matter of

Case No.

THE SHARON M. HAROLD
IRREVOCABLE TRUST DATED
NOVEMBER 12, 2004,

a Trust.

**VERIFIED PETITION FOR
APPROVAL OF INTERIM
ACCOUNT; FOR DISCHARGE OF
SUCCESSOR TRUSTEE; AND FOR
APPOINTMENT OF SUCCESSOR
TRUSTEE**

I. RELIEF REQUESTED

David A. Paice ("Trustee" or "David"), in his capacity as successor trustee of the Sharon M. Harold Irrevocable Trust dated November 12, 2004 ("Harold Trust" or "Trust"), petitions the Court for (1) a judicial decree approving the Trustee's interim accounting of the Trust; (2) a release and discharge of David as Trustee; and (3) the appointment of a successor trustee. This Verified Petition for Approval of Interim Account; For Discharge of Successor Trustee; and For Appointment of Successor Trustee ("Petition") is filed pursuant to Chapter 11.96A RCW. A copy of the Trust is attached hereto as **Exhibit A**.

David has served as successor trustee of the Harold Trust, an irrevocable trust for the primary lifetime benefit of Sharon Harold, David's wife's grandmother, since early 2010. Although David has always kept Sharon fully apprised of the Trust's administration, until recently he was not aware of any requirement that he prepare formal trust accountings. *See* Declaration of David A. Paice, Trustee ("Paice Declaration") ¶ 5. Additionally, certain of Sharon's children, who are residuary beneficiaries of the Trust (collectively, "Residuary Beneficiaries"), have called into question David's actions as trustee. David has engaged in no wrongdoing, self-

VERIFIED PETITION FOR APPROVAL OF INTERIM ACCOUNT;
FOR DISCHARGE OF SUCCESSOR TRUSTEE; AND FOR
APPOINTMENT OF SUCCESSOR TRUSTEE - 1

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1 dealing or breach of fiduciary duty and now wishes to resign as trustee and to obtain a full release
2 and discharge from the Court.

3 **II. PARTIES, JURISDICTION, AND VENUE**

4 1. Petitioner. David Paice currently serves as the successor trustee of the Trust.
5 David's wife is Sharon M. Harold's granddaughter. David currently resides in King County,
6 Washington.

7 2. Respondent. Sharon M. Harold ("Sharon" or "Grantor") is the grantor of the Harold
8 Trust and the lifetime beneficiary of the Trust. Sharon currently resides in Reedsport, Oregon.

9 3. Respondent. Charles Anthony Harold, Jr. is Sharon's son and a residuary
10 beneficiary of the Harold Trust. On information and belief, Charles currently resides in Gold
11 Canyon, Arizona.

12 4. Respondent. John Joseph Harold is Sharon's son and a residuary beneficiary of the
13 Trust. On information and belief, John currently resides in Reedsport, Oregon.

14 5. Respondent. Jennifer Sawyer is Sharon's daughter and a residuary beneficiary of
15 the Trust. Jennifer is identified in the Trust by her former name, "Jenifer Francis Harold-
16 McWhirter." Jennifer currently resides in Tacoma, Washington.

17 6. Respondent. Angel Mary Harold is Sharon's daughter and a residuary beneficiary
18 of the Trust. On information and belief, Angel currently resides in Canyon Country, California.

19 7. Respondent. Amy Small is Sharon's daughter and a residuary beneficiary of the
20 Trust. Amy is identified in the Trust by her former name, "Amy Jane Harold-Aguilar." On
21 information and belief, Amy currently resides in Graeagle, California.

22 8. Respondent. Josette Marie Harold Ramirez is Sharon's daughter and a residuary
23 beneficiary of the Trust. On information and belief, Josette currently resides in Culver City,
24 California.

25 9. Respondent. Nicole Loomis is the daughter of Sharon's deceased son, Robert
26 Harold, and a residuary beneficiary of the Trust. On information and belief, Nicole currently
27 resides in Tonasket, Washington.

1 and JOSETTE MARIE HAROLD RAMIREZ. **In the event any**
2 **beneficiary named above does not survive the Grantor, then that**
3 **share shall be distributed, free of trust, to the deceased child 's**
4 **then living issue, by right of representation**, or, if there are no
such issue, then the share shall be distributed, free of trust, to
Grantor's then living issue, by right of representation .

Trust, Art. III, ¶ C.1 (emphasis added). Robert John Harold, one of the Grantor's children, is
deceased, and Respondent Nicole Loomis is Robert's living issue.

15. David accepted Sharon's request that he serve as trustee and executed the
appointment to serve as trustee of the Harold Trust in late February or early March 2010. **Exhibit B**
(Acceptance of David Allen Paice to Act as Successor Trustee of the Harold Trust); Declaration
of David A. Paice ("Paice Declaration") ¶ 3.

16. Although the Trust provides that the trustee "shall be entitled to reasonable
compensation for services rendered" under the Trust, David has never taken or received any
compensation from the Trust for his service as successor trustee. Trust Art V, ¶ G (entitling trustee
to "reasonable compensation"); Paice Declaration ¶ 4 (explaining no compensation ever taken).

B. Throughout David's trusteeship he has kept Sharon fully informed regarding the Trust Estate.

17. As Trustee of the Harold Trust, David communicated with Sharon regarding the
Trust Estate, its investments, and Sharon's needs for income and distributions from the Trust. *See*
Paice Declaration. Although David communicated with Sharon at least once every month by
telephone regarding the Trust Estate, he was, until recently, unaware of any necessity for formal
trust accounting.

18. Following a request from certain Residual Beneficiaries for a formal accounting,
the Trustee engaged an accountant, Mr. David Llewellyn, Certified Public Accountant, of
Llewellyn Accountancy Corporation, to prepare an account for the Trust for the time that David
has served as Trustee, March 2010 through 2021 (collectively, "Trust Accountings"). The Trust
Accountings are attached as **Exhibit C** and span the following periods:

Trust Accountings
March 10, 2010 to December 31, 2010
January 1, 2011 to December 31, 2012
January 1, 2013 to December 31, 2014
January 1, 2015 to December 31, 2016
January 1, 2017 to December 31, 2018
January 1, 2019 to December 31, 2020
January 1, 2021 to December 31, 2021

19. The Trustee seeks the Court's approval of the Trust Accountings.

20. The Trust Accountings were sent to Sharon on June 21, 2022. Declaration of Aleksander R. Schilbach ("Schilbach Declaration") ¶ 2, **Ex. A** (Letter to S. Harold dated July 21, 2022). On August 9, 2022, and with Sharon's permission, the Trust Accountings and a copy of the Trust was sent to the Residuary Beneficiaries. *Id.* ¶ 3, **Ex. B** (Letter to Residuary Beneficiaries dated August 9, 2022). After receiving the Trust Accountings, Sharon executed a Release and Discharge of Successor Trustee. *Id.* ¶ 4, **Ex. C**. The Release and Discharge, however, was later rescinded by Sharon. *Id.* ¶ 6. The Trustee does not know precisely why Sharon rescinded her Release and Discharge. Jennifer Sawyer and Nicole Loomis, residuary beneficiaries of the Trust, have already approved the Trust Accountings. *Id.* ¶ 5, **Ex. D** and **Ex. E**.

C. The Residuary Beneficiaries have lodged serious—but wholly unsupported—allegations of misconduct against the Trustee, and the Trustee now wishes to resign as trustee.

21. One or more of the Residuary Beneficiaries has accused David of misconduct in administering the Harold Trust. *See* Paice Declaration ¶¶ 10-11 (describing accusations and harassment). David denies any misconduct, self-dealing or breach of fiduciary duty as trustee. David wishes to resign as successor trustee and seeks the appointment of a new successor trustee. *Id.* ¶ 12.

22. Although David has the power under the Trust to appoint a successor trustee, *see*

Trust, Art. V, ¶ A, David respectfully requests that the Court appoint a successor trustee and defers to the Court's determination in that regard.

D. The Trustee resides in and administers the Trust in Washington State, but the Trust provides that California law governs its terms.

23. David resides in King County, Washington and administers the Trust in Washington.

24. The Trust consists entirely of liquid assets (cash and mutual funds), which have their situs with the Trustee. The Trust does not contain a forum-selection clause and is silent as to the situs of the Trust where the Trustee resides in Washington.

25. Article III, ¶ I of the Trust provides that California law is the Trust's governing law:

This trust has been accepted by the Trustee in the State of California, and unless otherwise provided in this Instrument, or required by the laws of another state where property is situated, *its validity, construction and all rights hereunder shall be governed by the laws of California.* This Paragraph shall apply regardless of any change of residence of the Trustee or any beneficiary, or appointment or substitution of a Trustee residing in another state.

Trust, Art. III, ¶ I (emphasis added).

IV. EVIDENCE RELIED UPON

This Petition relies upon (1) the exhibits hereto; (2) the declaration of David A. Paice and the exhibits thereto; and (3) the declaration of Aleksander R. Schilbach and the exhibits thereto.

V. ISSUES PRESENTED

1. Should the Court rule that the situs of the Trust is Washington but apply California law to this proceeding? **YES.**

2. Should the Court approve the Trust Accountings from March 2010 through December 2021? **YES.**

3. Should the Court approve the Trustee's resignation, enter an order releasing and discharging the Trustee, and appoint a successor trustee? **YES.**

1 **VI. AUTHORITY**

2 **A. This Court has the power to settle questions of trust administration.**

3 1. Washington's Trust and Estate Dispute Resolution Act ("TEDRA") grants this
4 Court the power to administer and settle "[a]ll trusts and trust matters." RCW 11.96A.020.

5 2. TEDRA defines "matter" as "any issue, question, or dispute involving . . . the
6 direction of a personal representative or trustee to do or to abstain from doing any act in a fiduciary
7 capacity" and "the determination of any question arising in the administration of an estate or trust."
8 RCW 11.96A.030(2)(b), (c). If not already determined by RCW 11.98.005, the situs of a trust is a
9 "matter" for purposes of RCW 11.96A.030. RCW 11.98.005(3)(c).

10 3. In furtherance of settling all trust and trust matters, TEDRA grants this Court the
11 power to make and issue "any and all manner and kinds of orders, judgments, citations, notices,
12 summons, and other writs and processes that might be considered proper or necessary in the
13 exercise of the jurisdiction or powers given" under TEDRA. RCW 11.96A.060.

14 4. TEDRA permits any party to have a judicial proceeding "for the declaration of
15 rights or legal relations with respect to any matter, as defined by RCW 11.96A.030."
16 RCW 11.96A.080.

17 5. A judicial proceeding under TEDRA "is a special proceeding under the civil rules
18 of court." RCW 11.96A.090(1). Washington "procedural rules of court apply to judicial
19 proceedings under this title only to the extent that they are consistent with this title, unless
20 otherwise provided by statute or ordered by the court under RCW 11.96A.020 or 11.96A.050, or
21 other applicable rules of court." RCW 11.96A.090(4). RCW 11.96A.020 and .050 do not apply
22 here as the Court has not ordered "otherwise" and venue is proper under RCW 11.96A.050.

23 6. A court's paramount duty in construing a trust is to give effect to the settlors' intent.
24 *In re the Estate of Bernard*, 182 Wn. App. 692, 697, 332 P.3d 480, 483, *review denied*, 181 Wn.2d
25 1027, 339 P.3d 634 (2014). Courts determine intent from the language of the instrument as a whole.
26 *Id.* "[I]f a trust's language is unambiguous, the trust does not require either interpretation or
27 construction," and a court "cannot alter the settlor's intent by interpreting or construing the

language used otherwise.” *In re Wash. Builders Ben. Tr.*, 173 Wn. App. 34, 75, 293 P.3d 1206 (2013) (citing *Templeton v. Peoples Nat’l Bank of Wash.*, 106 Wn.2d 304, 309, 722 P.2d 63 (1986)).

B. As part of this judicial proceeding, and in accordance with RCW 11.98.005(3)(c), the Court must determine that Washington is the Trust’s situs.

7. Because the Harold Trust provides that California law governs but is silent as to the Trust’s situs, RCW 11.98.005(3)(c) provides that the determination of situs “is a matter for purposes of RCW 11.96A.030.” Subsection (3)(c) provides that a Court will consider certain factors in determining whether the situs of the trust is Washington:

Whether Washington is the situs must be determined by a court in a judicial proceeding conducted under RCW 11.96A.080 if:

(i) A trustee has a place of business in or *a trustee is a resident of Washington*; or

(ii) *More than an insignificant part of the trust administration occurs in Washington*; or

(iii) *One or more of the qualified beneficiaries resides in Washington*; or

(iv) An interest in real property located in Washington is an asset of the trust.

RCW 11.98.005(3)(c)(i)–(iv) (emphasis added). *See also* Cal. Prob. Code § 17002(a) (“The principal place of administration of the trust is the usual place where the day-to-day activity of the trust is carried on by the trustee or its representative who is primarily responsible for the administration of the trust.”).

8. Here, the situs of the Harold Trust is Washington. First, David, the Trustee, is a resident of Washington and has always administered the Trust from Washington. *See* Paice Declaration (stating David is resident of King County, Washington and explaining all administration has occurred in Washington). Second, two of the Trust’s qualified beneficiaries reside in Washington. *See* RCW 11.98.002(2)(b) (defining qualified beneficiary); Petition ¶¶ 5, 9 (qualified beneficiaries Jennifer Sawyer and Nicole Loomis reside in Washington). Accordingly, the situs of the Harold Trust is Washington.

1 9. Although the situs of the Harold Trust is Washington, the Trust provides that
2 California law governs its terms. Accordingly, the Court must apply California law to approve the
3 Trust Accountings. As this Petition was filed in King County, Washington under TEDRA,
4 however, Washington procedural rules of Court apply. RCW 11.96A.090(4) (“The procedural
5 rules of court apply to judicial proceedings under this title only to the extent that they are consistent
6 with this title . . .”).

7 **C. Pursuant to California Probate Code § 17200, the Trustee seeks an order settling the**
8 **accounts of the Trust, releasing and discharging the Trustee, and appointing a**
9 **successor trustee.**

10 10. California Probate Code § 17200(a) and (b) authorize the Trustee to petition the
11 Court for an order approving the Trust Accountings, approving the Trustee’s resignation, releasing
12 and discharging the Trustee, and appointing a successor trustee:

13 (a) [A] trustee . . . of a trust may petition the court under this
14 chapter concerning the internal affairs of the trust or to determine
15 the existence of the trust.

16 (b) Proceedings concerning the internal affairs of a trust include,
17 but are not limited to, proceedings for any of the following purposes:

18

19 (5) Settling the accounts and passing upon the acts of the trustee,
20 including the exercise of discretionary powers.

21

22 (10) Appointing or removing a trustee.

23 (11) Accepting the resignation of a trustee.

24 Cal. Prob. Code § 17200(a), (b)(5), (b)(10)–(11). Under California Probate Code § 16063, an
25 account must contain the following information:

26 (1) A statement of receipts and disbursements of principal and
27 income that have occurred during the last complete fiscal year of the
trust or since the last account.

(2) A statement of the assets and liabilities of the trust as of the
end of the last complete fiscal year of the trust or as of the end of the
period covered by the account.

(3) The trustee's compensation for the last complete fiscal year

1 of the trust or since the last account.

2 (4) The agents hired by the trustee, their relationship to the
3 trustee, if any, and their compensation, for the last complete fiscal
year of the trust or since the last account.

4 (5) A statement that the recipient of the account may petition the
5 court pursuant to Section 17200 to obtain a court review of the
account and of the acts of the trustee.

6 (6) A statement that claims against the trustee for breach of trust
7 may not be made after the expiration of three years from the date the
beneficiary receives an account or report disclosing facts giving rise
8 to the claim.

9 Cal. Prob. Code § 16063. This provision, from the Uniform Trust Code, is similar to
10 RCW 11.96A.070(1)(b)'s requirements for a "report" that will trigger the three year statute of
11 limitations for a breach of trust action. The California Probate Code also specifies that "[a]ll
12 accounts filed to be approved by a court" must be presented as specified in §§ 1060-1064 of the
13 California Probate Code. Cal. Prob. Code §§ 16063(b), 1060-64. In accordance with California
14 Probate Code §§ 1061-63, the accounts must contain a summary of account and supporting
15 schedules showing, of particular relevance here, receipts, disbursements, net income, gains or
16 losses on sales of property, distributions of cash or property to beneficiaries, and market values of
assets. *See* Cal. Prob. Code §§ 1061-63.

17 11. Under California Probate Code § 1064, the petition for approval of the account
18 must also contain the following:

19 (1) A description of all sales, purchases, changes in the form of
20 assets, or other transactions occurring during the period of the
21 account that are not otherwise readily understandable from the
schedule.

22 (2) An explanation of any unusual items appearing in the account.

23 (3) A statement of all compensation paid from the assets subject to
24 the account to the fiduciary or to the attorneys for the fiduciary other
than pursuant to a prior court order.

25 (4) A statement disclosing any family or affiliate relationship
26 between the fiduciary and any agent hired by the fiduciary during
the accounting period.

27 (5) An allegation disclosing whether all of the cash has been

1 invested and maintained in interest bearing accounts or in
2 investments authorized by law or the governing instrument, except
3 for an amount of cash that is reasonably necessary for the orderly
4 administration of the estate.

5 Cal. Prob. Code § 1064(a)(1)-(5). Here, all of these requirements are met by this Petition and the
6 Paice Declaration.

7 12. The Court in its discretion may make any orders and take any other action necessary
8 or proper to dispose of the matters presented by the petition, including appointment of a temporary
9 trustee to administer the trust in whole or in part. Cal. Prob. Code § 17206. When reviewing a
10 trustee's petition to settle an account, the Court "has a duty imposed by law to inquire into the
11 prudence of the trustee's administration." *Schwartz v. Labow*, 164 Cal. App. 4th 417, 427, 78 Cal.
12 Rptr. 3d 838, 846 (2008), as modified (July 9, 2008) (internal quotations omitted).

13 13. The Trust Accountings contain all of the information required by California law
14 and should be approved and accepted by the Court. *See* Paice Declaration (addressing various
15 concerns and suspicions raised by Sharon and certain residuary beneficiaries); Cal. Prob. Code
16 §§ 1061-64 (addressing requirements of petition to approve account).

17 14. David seeks to resign as successor trustee of the Trust and obtain a discharge and
18 release. Pursuant to California Probate Code § 17200(b)(10) and (11), the Court should accept the
19 resignation of David and simultaneously enter an order releasing and discharging David.


20 15. David respectfully requests the Court appoint a successor trustee. David
21 respectfully takes no position on the identity of the successor trustee.

22 **VII. CONCLUSION**

23 David A. Paice, as Trustee of the Harold Trust, respectfully requests the Court enter an
24 order (1) approving the Trust Accountings presented together with this Petition; (2) accepting
25 David's resignation and enter an order releasing and discharging David as Trustee; and (3)
26 appointing a successor trustee.

1 Respectfully Submitted: December 2, 2022

2 LANE POWELL PC

3
4 By: 
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10 *Attorneys for David A. Paice, Trustee of the Sharon*
11 *M. Harold Irrevocable Trust dated November 12,*
12 *2004*

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DATED this 1st day of December 2022 at Burien, Washington.

David A. Paice, as Trustee of the Sharon M. Harold
Irrevocable Trust dated November 12, 2004

Exhibit A

DECLARATION OF TRUST
OF
THE SHARON M. HAROLD IRREVOCABLE TRUST
DATED ^{NOVEMBER} OCTOBER ___, 2004

ROBERT G. HATCH (referred to herein as the "Trustee") hereby declares that **SHARON M. HAROLD** (referred to herein as the "Grantor"), has transferred, without consideration, the property described in the attached Schedule A, all of which is the Grantor's separate property, to **ROBERT G. HATCH**, as Trustee. The term "Trustee", as used in this Instrument, shall refer to the initial Trustee as well as to any successor Trustee(s).

All property now or hereafter subject to the terms of this Instrument shall constitute the Trust Estate, and shall be held, managed and distributed as hereinafter provided. This Instrument may be referred to and described as "**THE SHARON M. HAROLD IRREVOCABLE TRUST DATED ^{NOVEMBER} OCTOBER ___, 2004**".

ARTICLE I
TRUST DECLARED TO BE IRREVOCABLE

This Instrument is irrevocable and may not be amended or revoked in whole or in part by the Grantor or any other person.

ARTICLE II
DISTRIBUTION OF INCOME AND PRINCIPAL
DURING GRANTOR'S LIFETIME

A. INCOME AND PRINCIPAL DISTRIBUTION

The entire net income of the Trust Estate (or such lesser amounts thereof

**GREENWALD, HOFFMAN, MEYER
& MONTES, LLP**
ATTORNEYS AT LAW

as the Grantor may direct the Trustee to pay to Grantor, the undistributed balance thereof to be added to principal of the Trust Estate) shall be paid in monthly or other convenient installments to or for the benefit of **SHARON M. HAROLD**, Grantor, during her life. If the Trustee shall deem the income to be insufficient, the Trustee shall pay to or apply for the benefit of Grantor as much of the principal of the Trust Estate as the Trustee shall, in the Trustee's discretion, deem necessary for her proper health, support, tax obligations, comfort, enjoyment, and welfare.

B. INCAPACITY

If at any time as certified in writing by a licensed physician, the Grantor has become physically or mentally incapacitated, whether or not a court of competent jurisdiction has declared her incompetent, mentally ill, or in need of a conservator, the Trustee shall apply for the Grantor's benefit the amounts of net income and principal necessary or desirable in the Trustee's discretion for the Grantor's health, support, tax obligations, comfort, enjoyment, and welfare until either the Trustee's determination or the certification in writing by a licensed physician that the incapacity is removed and the Grantor is again able to manage her own affairs. Any income in excess of the amount so applied for the benefit of the Grantor shall be added to principal

If a guardian or conservator of the person or the estate is appointed for the Grantor, the Trustee shall take into account any payments made for the Grantor's benefit by the guardian or conservator.

ARTICLE III

DISTRIBUTION UPON DEATH OF GRANTOR

A. PAYMENT OF TAXES

Upon the death of Grantor, all estate, inheritance or other death taxes, including interest and/or penalties thereon, arising by reason of the Grantor's death (but

excluding any generation-skipping transfer taxes) shall be paid by the Trustee of "THE SHARON M. HAROLD IRREVOCABLE TRUST DATED OCTOBER ___, 2004". Said Trustee, and not the Executor of Grantor's probate estate, shall be the party responsible for the preparation and filing of all estate tax returns required to be filed by reason of Grantor's death. All such payments shall be made from the residue of the Trust Estate without adjustment among the residuary beneficiaries, and shall not be charged against or collected from any other transferee, or any beneficiary under this Declaration of Trust or under Grantor's Last Will and Testament.

On the death of the Grantor, the Trustee shall be authorized to withhold distribution of an amount of property as a reserve sufficient, in the Trustee's discretion, to cover any debts, obligations or liability that may be imposed on the Trustee for payments required to be made under this Paragraph or otherwise.

B. DISTRIBUTION OF PERSONAL PROPERTY

Upon the death of Grantor, the Trustee shall distribute, free of trust, all furniture and furnishings, household goods, domestic articles and equipment, automobiles (other than business or commercial vehicles), wearing apparel, jewelry and tangible articles of personal use or adornment, together with any insurance on the above, as directed in the last written instructions given to the Trustee by the Grantor during the Grantor's lifetime, and in the event distribution of such items is not otherwise directed or if there are no such instructions, then this gift shall lapse and become a part of the rest, residue and remainder of the Trust Estate, to be distributed pursuant to the provisions of Paragraph C. of this ARTICLE III.

C. DISTRIBUTION OF RESIDUE UPON DEATH OF THE TRUSTOR

1. Upon the death of the Grantor, and undistributed income of the

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Trust Estate shall be added to and become principal. and the Trust Estate as then constituted shall be distributed by the Trustee. free of trust, in equal shares, to Grantor's children, namely, **CHARLES ANTHONY HAROLD, JR., JOHN JOSEPH HAROLD. JENIFER FRANCIS HAROLD-McWHIRTER, ANGEL MARY HAROLD, ROBERT JOHN HAROLD, AMY JANE HAROLD-AGUILAR, and JOSETTE MARIE HAROLD RAMIREZ.** In the event any beneficiary named above does not survive the Grantor, then that share shall be distributed, free of trust, to the deceased child's then living issue, by right of representation, or, if there are no such issue, then the share shall be distributed, free of trust, to Grantor's then living issue, by right of representation.

2. Notwithstanding any other provisions contained herein to the contrary, if the Trustee is directed to make payments or distribute trust property to a minor, a person under any other legal disability, or a person not adjudicated to have limited legal capacity but who, by reason of illness or mental or physical disability, is in the Trustee's judgment unable to manage the distributed property properly, the Trustee may, in the Trustee's discretion, make the payment or distribution to:

- a. The beneficiary directly.
- b. A legally appointed guardian or conservator of the beneficiary's person or estate.
- c. A custodian for the minor beneficiary under any applicable Uniform Transfers or Gifts to Minors Act to hold for the beneficiary until age eighteen (18). If no custodian exists for receipt of property under any applicable Uniform Transfers or Gifts to Minors Act, the Trustee may designate a custodian to receive the property.

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- d. A third party for the benefit of the beneficiary; or
- e. An adult relative or friend in reimbursement for amounts properly advanced for the beneficiary's benefit.

No distribution under this instrument to or for the benefit of a minor beneficiary shall discharge the legal obligation of the beneficiary's parents to support him or her in accordance with the laws of the state of the parents' domicile from time to time, unless a Court of competent jurisdiction determines that this distribution is necessary for the minor's support, health, or education.

3. If at the time before the final outright distribution of any property held in any trust created under this instrument, the Trustors and all of the Trustors' issue are deceased and no other disposition of the property is directed by this instrument, the Trustee shall distribute the property to the legal heirs of the Trustor, the identity and respective shares of those heirs to be determined in all respects as though the death of the Trustor had occurred at the time of the event requiring distribution. Distribution shall be according to the laws of succession of the State of California then in force relating to separate property not acquired from a previously deceased spouse.

C. GENERAL POWER OF APPOINTMENT

Grantor hereby retains a power to appoint the whole or any part of the Trust Estate (including both principal and any accrued or undistributed income) to the creditors of the Grantor's estate, as the Grantor shall determine in her absolute discretion. The Grantor shall exercise this power by will or codicil specifically referring to and exercising this general power of appointment. For purposes of this Paragraph C., "the creditors of the Grantor's estate" shall mean those persons or entities which present bona fide claims which are accepted for payment by the Grantor's executor or

by the Trustee of any trust created by the Grantor during her lifetime, or which a court of competent jurisdiction orders such fiduciary to pay. If this general power of appointment is not exercised by the Grantor, then upon the Grantor's death, the undistributed balance of the Trust shall thereupon be distributed to the Grantor's issue then living, by right of representation, and if there are no issue then living; provided, however, that if any portion of the Trust Estate would otherwise be distributed to a minor, a person under any other legal disability, or a person not adjudicated to have limited legal capacity but who, by reason of illness or mental or physical disability, is in the Trustee's judgment unable to manage the distributed property properly, that share shall instead be distributed by the Trustee pursuant to the provisions of **Paragraph C.2.** of **ARTICLE III** hereof.

ARTICLE IV

GENERAL PROVISIONS AND POWERS OF THE TRUSTEE

A. PRIMARY PURPOSE

The primary purpose of the Trust shall be to provide for the Grantor, and the rights and interests of remaindermen are subordinate and incidental to that purpose. To that end all the provisions governing the Trust shall be construed liberally in the interest of and for the benefit of the Grantor.

B. PAYMENTS TO DISABLED BENEFICIARIES

Payments of income and distributions of principal to which any beneficiary under legal disability becomes entitled may be made to the conservator or guardian of the estate or of the person of such beneficiary, or to the parent of such beneficiary if a minor, or may be applied by the Trustee for the benefit of such beneficiary.

C. CHARGES TO TRUST ESTATE

All property taxes, assessments, fees, charges and other expenses

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incurred by the Trustee in the administration or protection of this Trust, including the compensation of the Trustee, shall be a charge upon the Trust Estate and shall be paid by the Trustee in full out of the principal or in full out of the income of the Trust Estate, or partially out of each of them, in such manner and proportions as the Trustee in the Trustee's absolute discretion may determine to be advisable; and the determination of the Trustee with respect to all such matters shall be conclusive upon all persons howsoever interested in this Trust.

Any tax levied upon profit or gain which inures to the benefit of principal shall be paid out of principal, notwithstanding such tax may be denominated a tax upon income by the taxing authority.

D. NO CONTEST CLAUSE

If any beneficiary of any trust created under this Trust, or under a power of appointment created herein, singly or in conjunction with any other person:

1. Contests by a claim of undue influence, fraud, menace, duress, or testamentary incapacity, or otherwise objects in any court to the validity of any of the following documents or amendments or codicils thereto (hereafter 'Document' or 'Document') or of any of their provisions:

- a. Grantor's Will or any Codicil thereto;
- b. any trust created pursuant to the provisions of this Declaration of Trust or under a power of appointment granted hereunder;
- c. any beneficiary designation of an annuity, retirement plan, IRA, Keogh, pension or profit sharing plan or insurance policy signed by Grantor;

2. seeks to obtain adjudication in any court proceeding that a Document or any of its provisions is void, or otherwise seeks to void, nullify or set aside a Document or any of its provisions;

3. files suit on a creditor's claim filed in a probate of the estate of

Grantor, against Grantor's Trust Estate, or any other document, after rejection or lack of action by the respective fiduciary;

4. files a petition or other pleading to change the character (separate, joint tenancy, partnership, real or personal, tangible or intangible) of property already so characterized by a Document;

5. claims ownership in a court proceeding to any asset held in joint tenancy by Grantor, other than as a surviving joint tenant;

6. files a petition for probate homestead in a probate proceeding of Grantor's estate;

7. files a petition for family allowance in a probate of Grantor's estate;
or

8. participates in any of the above actions in a manner adverse to the Trust Estate, such as conspiring with or assisting any person who takes any of the above actions. then the right of such beneficiary to take any interest given to him or her under this Trust, or any trust created pursuant to this Trust, or under a power of appointment created herein, shall be determined as it would have been determined had such beneficiary predeceased Grantor without surviving issue.

The Trustee is hereby authorized to defend, at the expense of the Trust Estate, any violation of this paragraph. Notwithstanding the foregoing a 'contest' shall include any action described above in an arbitration proceeding and shall NOT include any action described above solely in a mediation not preceded by the filing of a contest with the court.

Notwithstanding the foregoing, this paragraph shall not apply so as to cause a forfeiture of any distribution otherwise qualifying for the federal estate tax charitable deduction.

E. PRINCIPAL AND INCOME LAW

Except as otherwise specifically provided in this Instrument, the determination of all matters with respect to what is principal and income of the Trust Estate and the apportionment and allocation of receipts and expenses between these accounts shall be governed by the provisions of the California principal and income law from time to time existing.

F. POWERS OF THE TRUSTEE

To carry out the purposes of the Trust, and subject to any limitation stated elsewhere herein, the Trustee and any successor Trustee are hereby vested with the following powers and discretions, in addition to those now or hereafter conferred by law:

1. To enter upon and take possession of any trust property and collect and receive the moneys, interests, dividends, profits and other income arising therefrom, and to maintain, manage, invest and reinvest any and all property belonging to the Trust Estate as in the judgment and discretion of the Trustee may seem most advantageous to the Trust Estate and the beneficiaries thereof.

2. To vote, in person or by proxy, with respect to any and all shares of stock in any and all corporations at any time and at all meetings of shareholders, for any and all purposes, without any limitations whatsoever.

3. To borrow money and/or, in such manner and in accordance with such procedure, and through such means or agency as it may deem advisable, to mortgage, pledge, hold margin accounts, transfer in trust or otherwise encumber and/or render liable the whole or any part of the Trust Estate.

4. To lend money to any person, including Grantor's probate estate, provided any such loan shall be adequately secured and shall bear a reasonable rate of interest.

5. To purchase property at its fair market value, as determined by the Trustee in the Trustee's discretion, from Grantor's probate estate.

6. To lease the Trust Estate, or any part thereof, for terms within or extending beyond the duration of this Trust, and to grant for like terms, the right to mine or drill for and remove therefrom gas, oil, or other minerals; to create restrictions, easements or other servitudes thereon.

7. To retain any property and to continue to operate any business which the trust may receive hereunder as long as in the Trustee's discretion it may deem advisable or expedient.

8. To manage, control, sell, convey, exchange, partition, divide, subdivide, improve or repair any and all property of the Trust Estate; in connection with such property, to grant options and to sell upon deferred payments; provided, however, that real property of the Trust Estate shall not be sold without the express approval of the then income beneficiary of the trust.

9. To exercise any right, option or privilege to convert bonds, notes, stocks or other securities belonging to the Trust Estate into other bonds, notes, stocks or other securities. To make, execute and deliver any and all instruments in writing as may be necessary or proper to carry out any disposition whatsoever of any property held in the Trust Estate. Purchasers and other persons who shall pay any moneys to the Trustee shall be exempt from all responsibility with respect to the application of the same and from the necessity of inquiring into the regularity, validity or propriety of any disposition made or purported to be made under the Trust or pursuant to any powers contained in this Trust.

10. All property taxes, assessments, fees, charges and other expenses incurred by the Trustee in the administration or protection of this Trust, including the compensation of the Trustee, shall be a charge upon the Trust Estate and shall be paid

by Trustee in full out of the principal or in full out of the income of the Trust Estate, or partially out of each of them, in such manner and proportions as the Trustee in Trustee's absolute discretion may determine to be advisable, prior to the final distribution of the Trust property; and the determination of Trustee with respect to all such matters shall be conclusive upon all persons howsoever interested in this Trust.

11. To employ counsel to assist and advise in the management, preservation and administration of the Trust Estate; and to compromise, arbitrate, settle, or litigate any matters pertaining thereto. The Trustee shall pay reasonable compensation therefor, and the same shall be charged against income and/or principal in such manner as the Trustee shall deem just and equitable.

12. To carry securities, or any other property, real, personal or mixed, in the name of Trustee, or in the name of a nominee or nominees of Trustee. To carry insured bank and savings and loan accounts of all kinds without other limitation.

13. To construe this Instrument, and any action taken by the Trustee or anyone relying upon any such construction shall be deemed proper and the Trustee and any such person so relying shall be fully protected, even though it may be subsequently determined that such construction was erroneous. In any proceeding involving the construction, operation or other legal effect of this Trust, the then living vested beneficiaries, if any, shall represent all unknown and undetermined beneficiaries; and any order, judgment or decree rendered in such proceeding shall be binding, not only upon such persons, but also upon all unknown and undetermined beneficiaries.

14. Whenever the Trustee is authorized or required under this Trust to distribute the trust fund, in whole or in part, the Trustee, unless required otherwise in this Declaration of Trust, is authorized to make such distributions pro rata in kind or in

money, or mixed, and to allot specific securities or property as undivided interests therein to the beneficiary if the property is indivisible.

15. To budget the estimated annual income and expenses of the trust in such manner as to equalize, as far as practical, periodical income payments, if any, to the beneficiary thereunder, provided adjustments are made for actual income and expenses of the trust, as defined herein, at least annually.

16. To do all other acts and things whatsoever that an absolute owner of such property could do and perform in his/her own right as the Trustee shall deem to be for the best interests of the Trust hereunder and the beneficiaries thereof.

17. Except as otherwise specifically provided herein, the determination of all matters with respect to the term "net income" for income distribution purposes as used herein shall be governed by the Principal and Income Law of the State of California from time to time existing.

Any such matter not provided for in the Principal and Income Law shall be determined by the Trustee in the Trustee's discretion.

18. All discretions in this Trust conferred upon the Trustee shall, unless specifically limited, be absolute and its exercise conclusive on all persons interested in this Trust or the Trust Estate. The enumeration of certain powers and discretions of the Trustee is not to be construed as limiting the Trustee's general powers and discretions, the Trustee being vested with and having, as to the Trust Estate, and in the execution of the trusts created herein, all the powers and discretions that an absolute owner of property has or may have.

G. NOTICE OF EVENTS

Until the Trustee receives written notice of any birth, death, marriage, dissolution of marriage or other event upon which the right to receive payments from the Trust Estate may depend, the Trustee shall incur no liability for disbursements of

principal or income made in good faith to any person whose interest may have been affected by that event.

H. ENFORCEABILITY

If any provision of this Instrument shall be unenforceable, the remaining provisions shall nevertheless be carried into effect.

I. CALIFORNIA LAW

This trust has been accepted by the Trustee in the State of California, and unless otherwise provided in this Instrument, or required by the laws of another state where property is situated, its validity, construction and all rights hereunder shall be governed by the laws of California. This Paragraph shall apply regardless of any change of residence of the Trustee or any beneficiary, or appointment or substitution of a Trustee residing in another state.

J. PERPETUITIES CLAUSE

Unless sooner terminated in accordance with other provisions of this Instrument, each trust created under this Instrument, or through the exercise of a power of appointment granted under this Instrument, shall terminate upon the expiration of the longer of the periods provided by the statutory rule against perpetuities, Article 2 (commencing with Section 21205) of Chapter 1 of Part 2 of Division 11 of the California Probate Code. All principal and undistributed income of any trust so terminated shall be distributed to the then income beneficiaries of that trust in the proportions in which they are, at the time of termination, entitled to receive the income; provided, however, that if the rights to income are not then fixed by the terms of the trust, distribution under this clause shall be made, by right of representation, to such issue of Grantor as are then entitled or authorized in the Trustee's discretion to receive income payments. or, if there are no such issue of Grantor, in equal shares to those beneficiaries who are then entitled or authorized to receive income payments.

K. SPENDTHRIFT CLAUSE

Neither the principal of any trust created hereunder nor the income therefrom while in the hands of Trustee shall be subject to assignment, alienation, pledge, attachment, execution or claims of creditors of any beneficiary or beneficiaries whomsoever through legal process, bankruptcy, operation of law or otherwise. Any attempted sale, assignment, alienation, pledge or attachment of the principal or income held in any trust hereunder shall be null and void and shall not be recognized under any circumstances by Trustee.

In the event of any attempted sale, assignment, alienation, pledge, attachment, execution or claim resulting from an act of a beneficiary or beneficiaries, voluntarily, involuntarily, by operation of law, by bankruptcy or otherwise with respect to the principal or income of the Trust, the Trustee is authorized to withhold from such beneficiary or beneficiaries all or any part of any distribution otherwise payable thereunder to such beneficiary or beneficiaries until such attempted anticipation, voluntary or involuntary transfer or lien is completely removed, during which time Trustee may apply such distribution, or any part thereof, for the use and benefit of such beneficiary or beneficiaries in such amount or amounts and in such manner as Trustee, in Trustee's sole discretion, may determine is necessary for such beneficiary's health, education, maintenance and support, taking into consideration all financial resources of which the Trustee has actual knowledge.

L. TRUST CERTIFICATION

Any transfer agent or other person dealing with these trusts (hereinafter referred to as "third party") shall be entitled to rely upon a copy of those portions of this instrument and any amendments thereto, setting forth the facing page, powers of Trustee and signature page, which partial copy shall be verified as a true copy of such portions then in effect by the Trustee then acting or by an attorney for the Trustee.

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Such third party shall incur no liability to these trusts, the Grantor or any beneficiary hereunder, or acting upon an order or request of the Trustee made pursuant to the terms hereof as set forth in such partial copy, and shall not be required to see to the disposition of any proceeds or the faithful discharge of the Trustee's duties hereunder. In no event shall any third party have access to a copy of the portion hereof setting forth the distribution of income and principal, except as may be determined in the absolute discretion of the Trustee.

M. DEFINITIONS

As used herein, the following words shall have the following definitions:

1. Whenever the context so indicates, the masculine shall include the feminine and neuter and vice versa, the singular shall include the plural, and the plural shall include the singular.

2. The words "issue", "grandchild" and derivations thereof in every instance shall include issue and grandchildren who were legally adopted prior to their attaining majority, and a child in gestation shall be considered as then living for purposes hereof if such individual is later born alive. An illegitimate child shall be treated as an issue of his or her mother for purposes of this Instrument, but shall not be treated as an issue of his or her father unless the parent and child relationship exists under the California Uniform Parentage Act existing from time to time.

3. The term "education" shall include, but not by way of limitation, private primary and secondary schooling, vocational training, study at an institution of higher learning, and graduate and professional education, to the extent any of such education is appropriately pursued in the discretion of the Trustee. A beneficiary's educational expenses shall encompass not only tuition, but also costs incidental to education such as, without limitation, books, travel, suitable clothing, and reasonable living expenses.

ARTICLE V
SUCCESSOR TRUSTEE

A. SUCCESSOR TRUSTEE

In the event that **ROBERT G. HATCH** shall fail or cease to act as Trustee for any reason, then **WENDY HATCH OSTERHOLT**, shall act as Trustee hereof. In the event **WENDY HATCH OSTERHOLT** shall fail or cease to act as Trustee for any reason, or in the event of a subsequent vacancy in the office of Trustee for which provision has not been made herein, the then acting Trustee shall have the power to designate the Successor Trustee or Trustees, to serve with or without bond. In the event that a Successor Trustee is not otherwise appointed by the then acting Trustee, then any beneficiary or the guardian or conservator of any beneficiary of any trust created hereunder or any other interested party may secure the appointment of a successor Trustee by a court of competent jurisdiction at the proportionate expense of said trusts.

B. INCAPACITY OF TRUSTEE

If Trustee, is deemed physically or mentally incapacitated and, therefore, disqualified to continue serving as Trustee, a licensed physician shall sign a letter which is to be delivered to the Successor Trustee, stating in such letter that it is such doctor's opinion that the Trustee, is unable to properly carry on his/her affairs and function as Trustee. Such incompetency shall be deemed terminated if such doctor, or his/her successor, thereafter writes a letter stating that said Trustee is, in the opinion of such doctor, thereafter capable of carrying on the Trust affairs and functioning as Trustee.

C. RESIGNATION

Any Trustee may resign at any time upon giving written notice thirty (30) days before such resignation shall take effect, to the Grantor, or after the death of the

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Grantor, to the adult beneficiaries entitled to receive distributions of income or principal from the Trust Estate. The resigning Trustee shall transfer and deliver to the Successor Trustee the assets of the Trust Estate and shall thereupon be discharged as Trustee thereof and shall have no further powers, discretions, rights, obligations or duties with reference to them. All such powers, discretions, rights, obligations and duties of the resigning Trustee shall inure to and be binding upon such Successor Trustee. Any such Successor Trustee shall be entitled to accept as conclusive any accounting and statement of assets furnished to such successor by his/her predecessor.

D. LIABILITY OF SUCCESSOR

A Successor Trustee shall not be liable for the acts or omissions of any predecessor Trustee and shall have no duty to audit or investigate the accounts or administration of a predecessor Trustee or to take any action to obtain redress for a prior breach of trust unless expressly requested to do so in writing by an adult beneficiary or by the guardian or conservator or any other beneficiary of any trust hereunder created.

F. BOND

No individual Trustee shall be required to post bond or any other security for the faithful performance of any duties or obligations of such office.

G. COMPENSATION OF TRUSTEE

The Trustee shall be entitled to reasonable compensation for services rendered hereunder. The Trustee shall be reimbursed for any reasonable costs incurred in connection with such services herein, including legal, accounting, custodial, investment expenses, insurance and filing costs.

Such compensation of the Trustee shall be paid wholly from principal or

wholly from income or partly from each as the Trustee deems proper, and the determination of the Trustee shall be conclusive.

ARTICLE VI

INVESTMENT MANAGER

A. AUTHORITY

The Trustee is authorized, but not required, to retain the services of a professional investment manager.

The powers of any investment manager designated by the Trustee are fiduciary powers to be exercised in a fiduciary capacity and in the best interests of the Trust and the Beneficiaries. The investment manager shall have such discretion and authority as is delegated to it by the Trustee.

B. RESIGNATION

Any investment manager may resign at any time by giving written notice to the Trustee, by certified mail to the last known address of the Trustee, ninety (90) days before such resignation shall take effect. Upon such resignation, the Trustee shall have the power and authority to appoint a successor investment manager.

C. REMOVAL OF MANAGER

The Trustee shall periodically review any investment manager's performance and shall have the right to remove the investment manager at any time upon one (1) day's notice, with or without cause. At any time that there is no validly appointed investment manager, the Trustee shall perform all duties pertaining to investment management of the Trust Estate.

D. LIABILITY OF SUCCESSOR

No successor investment manager shall be in any way liable for any negligent or wrongful act or omission of its predecessors, but shall promptly report any such act or omission to the Trustee.

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E. AFFILIATES

The investment manager may be affiliated with the Trustee.

ARTICLE VII

COURT SUPERVISION AND TAX MATTERS

Any Trustee of the trust herein may, if they so desire, exercise any and all powers, and perform any and all acts without obtaining any orders of court either during the course of any such exercise or act or at the conclusion of any such exercise or act. It is Grantor's intention that none of the trusts herein shall be under permanent court supervision; provided, however, that the provisions of Chapter III of Division 9 of the California Probate Code (Section 17200 et seq.) shall be applicable to this trust.

ARTICLE IX

ADDITIONAL PROPERTY

Other property acceptable to the Trustee may be added hereto by any person, by a Will or Codicil of the Grantor, by the proceeds of life insurance, or otherwise, and shall thereupon be subject to all of the terms hereof.

IN WITNESS WHEREOF, the Trustee has executed this Declaration of Trust on this 21th day of ^{November}~~October~~, 2004.



ROBERT G. HATCH,
Trustee

APPROVAL OF GRANTOR

I, **SHARON M. HAROLD**, do hereby declare and state that I am the Grantor named in the above and foregoing Declaration of Trust; that the property and assets transferred by me to the Trustee therein named were so transferred to the Trustee in accordance with the above and foregoing Declaration of Trust; that I have carefully read said Declaration of Trust and it fully and clearly carries out my desires and intentions and fully and correctly states and sets forth the terms and provisions upon which the property therein mentioned or which may hereafter be added thereto is to be held, managed, and disposed of by the Trustee named therein and provided for; and I do hereby expressly agree and consent to, approve, ratify and confirm said Declaration of Trust in every respect.

Dated this 12th day of ^{NOVEMBER}~~October~~, 2004.

Sharon M. Harold
SM Harold

SHARON M. HAROLD,
Grantor

State of California)
County of Los Angeles) ss

On ~~OCTOBER~~ ^{NOV} 12, 2004, before me, John D West,
Notary Public, personally appeared **ROBERT G. HATCH**, personally known to me (or
proved to me on the basis of satisfactory evidence) to be the person whose name is
subscribed to the within Instrument and acknowledged to me that he executed the
same in his authorized capacity, and that by his signature on the Instrument the person,
or the entity upon behalf of which the person acted, executed the Instrument.

John D West
Notary Public in and for
the State of California

NOTARY SEAL

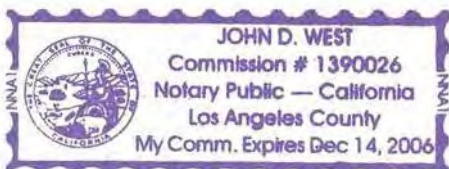


State of California)
County of Los Angeles) ss

On ~~OCTOBER~~ ^{NOV} 12, 2004, before me, _____,
Notary Public, personally appeared **SHARON M. HAROLD**, personally known to me (or
proved to me on the basis of satisfactory evidence) to be the person whose name is
subscribed to the within Instrument and acknowledged to me that she executed the
same in her authorized capacity, and that by her signature on the Instrument the
person, or the entity upon behalf of which the person acted, executed the Instrument.

John D West
Notary Public in and for
the State of California

NOTARY SEAL



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SCHEDULE A
TO
DECLARATION OF TRUST
OF
THE SHARON M. HAROLD IRREVOCABLE TRUST
DATED OCTOBER __, 2004

1. CASH \$10.00
2. RIGHT TO RECIVE ASSETS FROM THE JOSEPH A. DALEY FAMILY TRUST AS BENEFICIARY THEREOF.

Exhibit B

**ACCEPTANCE OF DAVID ALLEN PAICE TO ACT AS SUCCESSOR TRUSTEE OF
THE SHARON M. HAROLD IRREVOCABLE TRUST DATED NOVEMBER 12, 2004**

WHEREAS, SHARON M. HAROLD, as grantor and ROBERT G. HATCH, as trustee, executed a Trust Agreement on November 12, 2004;

WHEREAS, Article Five, Paragraph A of The Sharon M. Harold Irrevocable Trust Dated November 12, 2004 provides in relevant part that:

"In the event that ROBERT G. HATCH shall fail or cease to act as Trustee for any reason, then WENDY HATCH OSTERHOLT, shall act as Trustee hereof. In the event WENDY HATCH OSTERHOLD shall fail or cease to act as Trustee for any reason, or in the event of a subsequent vacancy in the office of Trustee for which provision has not been made herein, the then acting Trustee shall have the power to designate the Successor Trustee of Trustees, to serve with or without bond. In the event that a Successor Trustee is not otherwise appointed by the then acting Trustee, then any beneficiary of the guardian or conservator of any beneficiary of any trust created hereunder or any other interested party may secure the appointment of a successor Trustee by a court of competent jurisdiction at the proportionate expense of said trusts."

WHEREAS, ROBERT G. HATCH, the named Trustee of The Sharon M. Harold Irrevocable Trust Dated November 12, 2004 nominated the following individuals to serve as the Successor Trustee of The Sharon M. Harold Irrevocable Trust Dated November 12, 2004 without bond effective December 1, 2008:

FIRST: DAVID LLEWELLYN;
SECOND: JOSEPH C. CHRISMAN;
THIRD: A nominee of JOSEPH C. CHRISMAN.

WHEREAS, ROBERT G. HATCH resigned as the successor trustee of The Sharon M. Harold Irrevocable Trust Dated November 12, 2004 effective January 2, 2009.

WHEREAS, WENDY HATCH OSTERHOLT resigned as the successor trustee of The Sharon M. Harold Irrevocable Trust Dated November 12, 2004 effective January 2, 2009.

WHEREAS, DAVID LLEWELLYN and JOSEPH CHRISMAN are resigning and or declining to serve as the successor trustee of The Sharon M. Harold Irrevocable Trust Dated November 12, 2004 and JOSEPH C. CHRISMAN nominated the following individuals to serve as the Successor Trustee of The Sharon M. Harold Irrevocable Trust Dated November 12, 2004:

FIRST: DAVID ALLEN PAICE
SECOND: A nominee of DAVID ALLEN PAICE;
THIRD: JOSEPH C. CHRISMAN;
FOURTH: A nominee of JOSEPH C. CHRISMAN.

WHEREAS the undersigned takes the following action:

I, DAVID ALLEN PAICE, agree to serve as the Successor Trustee of The Sharon M. Harold Irrevocable Trust Dated November 12, 2004 effective upon the resignations and nominations as stated above.

Executed at San Jose, California. Witnessed

DAVID ALLEN PAICE

Exhibit C

SHARON M. HAROLD IRREVOCABLE TRUST

SUMMARY OF ACCOUNT

TWO MONTHS ENDED FEBRUARY 28, 2010

McCord and Llewellyn Accountancy Corporation
1150 Foothill Boulevard, Suite G
La Canada, Ca 91011
818-952-1040

To David F. Llewellyn, Trustee
Sharon M. Harold Irrevocable Trust

We have compiled the accompanying summary of account of the Sharon M. Harold Irrevocable Trust and the related schedules on pages 3 to 5 as of February 28, 2010 and for the two months then ended, in accordance with Statements on Standards for Accounting and Review Services issued by the American Institute of Certified Public Accountants.

A compilation is limited to presenting in the form of financial statements information that is the representation of the trustee of the Sharon M. Harold Irrevocable Trust. We have not audited or reviewed the accompanying financial statements and, accordingly, do not express an opinion or any other form of assurance on them.

The trustee has elected to omit substantially all of the disclosures required by generally accepted accounting principles. If the omitted disclosures were included in the financial statements, they might influence the user's conclusions about the Trust's financial position, results of trust activities, and cash flows. Accordingly, these financial statements are not designed for those who are not informed about such matters.

We are not independent with respect to the Sharon M. Harold Irrevocable Trust.


McCord and Llewellyn Accountancy Corporation

March 5, 2010

SHARON M. HAROLD IRREVOCABLE TRUST
SUMMARY OF ACCOUNT
THREE MONTHS ENDED MARCH 31, 2010

CHARGES

ASSETS ON HAND - JANUARY 1, 2010	
SCHEDULE A	<u>\$ 538,849.59</u>
 TOTAL CHARGES	 <u>\$ 538,849.59</u>

CREDITS

DISBURSEMENTS - JANUARY 1, 2010 TO FEBRUARY 28, 2010	
SCHEDULE C	\$ 1,120.00
 ASSET ON HAND - FEBRUARY 28, 2010	
SCHEDULE E	533,529.59
 DISTRIBUTIONS	
SCHEDULE D	<u>4,200.00</u>
 TOTAL CREDITS	 <u>\$ 538,849.59</u>

See accountant's compilation report

SHARON M. HAROLD IRREVOCABLE TRUST
SCHEDULE A
ASSETS ON HAND
JANUARY 1, 2010

<u>DESCRIPTION</u>	<u>AMOUNT</u>
Cash in Bank of America	<u>\$ 538,849.59</u>

See accountant's compilation report.

SHARON M. HAROLD IRREVOCABLE TRUST
SCHEDULE C
DISBURSEMENTS
JANUARY 1, 2010 TO MARCH 31, 2010

DATE	PAYEE	PURPOSE	AMOUNT
2/18/2010	McCord & Llewellyn	Tax Preparation	\$ 500.00
2/18/2010	McCord & Llewellyn	Trustees Fees	620.00
			<u>\$ 1,120.00</u>

See accountant's compilation report.

SHARON M. HAROLD IRREVOCABLE TRUST
SCHEDULE E
ASSETS ON HAND
MARCH 31, 2010

DESCRIPTION	AMOUNT
Cash in Bank of America	<u>\$ 533,529.89</u>

See accountant's compilation report.

Sharon M Harold Irrevocable Trust
Prepared Financial Statements
December 31, 2010

Llewellyn Accountancy Corporation
1150 Foothill Boulevard, Suite G
La Cañada, California 91011
(818) 952-1040

To David Paice, Trustee
Sharon M Harold Irrevocable Trust
Burien, Washington

The accompanying financial statements of the Sharon M Harold Irrevocable Trust as of December 31, 2010 and for the period March 10, 2010 to December 31, 2010, were not subjected to an audit, review, or compilation engagement by us and we do not express an opinion, a conclusion, nor provide any assurance on them.

The Trustee has elected to omit substantially all of the disclosures required by accounting principles generally accepted in the United States of America. If the omitted disclosures were included in the financial statements, they might influence the user's conclusions about the trust's financial statements. Accordingly, the financial statements are not designed for those who are not informed about such matters.


La Cañada, California

June 29, 2022

SHARON M HAROLD IRREVOCABLE TRUST
Accounting of Trustee
For Period March 10, 2010 to December 31, 2010

SUMMARY OF ACCOUNT

CHARGES

Property on Hand at Beginning of Accounting Period (<u>Schedule A</u>)	\$ -
Additional Property Received During the Accounting Period (Schedule B)	537,029.59
Receipts During Period of Accounting (<u>Schedule C</u>):	20,675.29
Other Charges (<u>Schedule E</u>):	<u>3,914.69</u>
Total Charges:	<u><u>\$561,619.57</u></u>

CREDITS

Disbursements (<u>Schedule G</u>):	\$ 1,232.50
Losses on Sale of Assets (Schedule H)	109.18
Distributions to Beneficiaries/Trustee (<u>Schedule J</u>):	30,214.00
Property on Hand at End of Accounting Period (<u>Schedule L</u>):	<u>530,063.89</u>
Total Credits:	<u><u>\$561,619.57</u></u>

SHARON M HAROLD IRREVOCABLE TRUST
Accounting of Trustee
For Period March 10, 2010 to December 31, 2010

SCHEDULE A - PROPERTY ON HAND AT BEGINNING OF ACCOUNTING PERIOD

<u>DESCRIPTION</u>	<u>AMOUNT</u>
Cash in Boeing Employees' Credit Union (BECU) (account [REDACTED] 9232)	\$ -
Cash in BECU (account [REDACTED] 9307)	-
LPL Financial account # [REDACTED] 4662 Cash Account	-
LPL Financial account # [REDACTED] 4662 Investments	-
	<hr/>
TOTAL Property on Hand as of March 10, 2010	<u>\$ -</u>

SHARON M HAROLD IRREVOCABLE TRUST

Accounting of Trustee

For Period March 10, 2010 to December 31, 2010

**SCHEDULE B - ADDITIONAL PROPERTY RECEIVED DURING ACCOUNTING
PERIOD
(Not Listed on Schedule A)**

<u>DATE</u>	<u>PAYOR</u>	<u>DESCRIPTION</u>	<u>VALUE</u>
3-10-2010	John McCord	Transferred from prior trustee	\$ 533,529.59
8-12-2010	Joseph Daley Family Trust	Distribution from the J. Daley Family Trust per assignment by Sharon Harold	3,500.00
TOTAL			\$ 537,029.59

SHARON M HAROLD IRREVOCABLE TRUST

Accounting of Trustee

For Period March 10, 2010 to December 31, 2010

**SCHEDULE C - RECEIPTS RECEIVED DURING THE ACCOUNTING PERIOD
(Other Than Items Listed On Schedule A & B)**

<u>Date</u>	<u>Payor</u>	<u>Description</u>	<u>Amount</u>
2010	BECU	Interest	\$ 161.24
2010	LPL Financial	Dividends, Interest	<u>20,514.05</u>
TOTAL RECEIPTS			<u>\$ 20,675.29</u>

SHARON M HAROLD IRREVOCABLE TRUST
Accounting of Trustee
For Period March 10, 2010 to December 31, 2010

SCHEDULE E - OTHER CHARGES

Increase in value of Investments	\$ 3,914.69
TOTAL	<u>\$ 3,914.69</u>

SHARON M HAROLD IRREVOCABLE TRUST
Accounting of Trustee
For Period March 10, 2010 to December 31, 2010

SCHEDULE G - DISBURSEMENTS

<u>Date of Payment</u>	<u>Check No.</u>	<u>Payee and Purpose of Payment</u>	<u>Amount</u>
4/25/2010	1002	McCord and Llewellyn Accountancy - Tax Preparation	\$ 702.50
4/21/2010	1001	The Hathaway Law Firm - Legal Fees	530.00
			<u>\$1,232.50</u>

SHARON M HAROLD IRREVOCABLE TRUST
Accounting of Trustee
For Period March 10, 2010 to December 31, 2010

SCHEDULE H - LOSSES ON SALES OR OTHER DISPOSITIONS

<u>DATE</u>	<u>DESCRIPTION</u>	<u>BEGINNING VALUE</u>	<u>GROSS SALES PRICE</u>	<u>LOSS</u>
04/06/10	Lord Abbett	50,109.18	50,000.00	<u>\$109.18</u>
	TOTAL			<u>\$109.18</u>

SHARON M HAROLD IRREVOCABLE TRUST
Accounting of Trustee
For Period March 10, 2010 to December 31, 2010

SCHEDULE J - DISTRIBUTIONS TO BENEFICIARY

<u>Date of Payment</u>	<u>Check No.</u>	<u>Name</u>	<u>Amount</u>
3/29/2010	CASHIERS	Sharon Harold - Distribution (Note 1)	\$ 8,000.00
4/25/2010	1003	Sharon Harold - Distribution	2,000.00
5/27/2010	1004	Sharon Harold - Distribution	1,700.00
6/27/2010	1005	Sharon Harold - Distribution	1,700.00
6/30/2010	1006	Sharon Harold - Distribution	500.00
7/18/2010	1007	Sharon Harold - Distribution	1,700.00
8/17/2010	1008	Sharon Harold - For expenses incurred	3,500.00
8/23/2010	1010	Sharon Harold - Distribution	1,700.00
9/12/2010	1011	Sharon Harold - Distribution	300.00
10/1/2010	1012	Sharon Harold - Distribution	2,100.00
10/30/2010	1013	Sharon Harold - Distribution	2,100.00
11/30/2010	1014	Sharon Harold - Distribution	2,100.00
12/21/2010	1015	Oregon Imaging Center - Medical Exp Sharon	714.00
12/29/2010	1016	Sharon Harold - Distribution	2,100.00
TOTAL			<u>\$30,214.00</u>

Note 1 Documentation for cashiers check for \$8,000 on 3/29/2010
is pending.

SHARON M HAROLD IRREVOCABLE TRUST

Accounting of Trustee

For Period March 10, 2010 to December 31, 2010

**SCHEDULE L - PROPERTY ON HAND AT END
OF ACCOUNTING PERIOD**

<u>DESCRIPTION</u>	<u>AMOUNT</u>
Cash in BECU (account [REDACTED] 9232)	\$ 553.34
Cash in BECU (account [REDACTED] 9349)	22,694.73
LPL Financial account # [REDACTED] 4662 Cash Account	3,010.31
LPL Financial account # [REDACTED] 4662 Investments	<u>503,805.51</u>
TOTAL Property on Hand as of December 31, 2010	<u>\$ 530,063.89</u>

Sharon M Harold Irrevocable Trust
Prepared Financial Statements
December 31, 2012

Llewellyn Accountancy Corporation
1150 Foothill Boulevard, Suite G
La Cañada, California 91011
(818) 952-1040

To David Paice, Trustee
Sharon M Harold Irrevocable Trust
Burien, Washington

The accompanying financial statements of the Sharon M Harold Irrevocable Trust as of and for the two years ended December 31, 2012, were not subjected to an audit, review, or compilation engagement by us and we do not express an opinion, a conclusion, nor provide any assurance on them.

The Trustee has elected to omit substantially all of the disclosures required by accounting principles generally accepted in the United States of America. If the omitted disclosures were included in the financial statements, they might influence the user's conclusions about the trust's financial statements. Accordingly, the financial statements are not designed for those who are not informed about such matters.


La Cañada, California

June 8, 2022

SHARON M HAROLD IRREVOCABLE TRUST
Accounting of Trustee
For Period January 1, 2011 to December 31, 2012

SUMMARY OF ACCOUNT

CHARGES

Property on Hand at Beginning of Accounting Period (<u>Schedule A</u>)	\$ 530,063.89
Additional Property Received During accounting period(<u>Schedule B</u>):	13,200.00
Receipts During Period of Accounting (<u>Schedule C</u>):	44,425.25
Gains on Sales or Other Dispositions (<u>Schedule D</u>):	7,007.73
Other Charges (<u>Schedule E</u>):	<u>7,562.92</u>
Total Charges:	<u><u>\$602,259.79</u></u>

CREDITS

Disbursements (<u>Schedule G</u>):	\$ 3,674.00
Distributions to Beneficiaries/Trustee (<u>Schedule J</u>):	78,421.00
Property on Hand at End of Accounting Period (<u>Schedule L</u>):	<u>520,164.79</u>
Total Credits:	<u><u>\$602,259.79</u></u>

SHARON M HAROLD IRREVOCABLE TRUST
Accounting of Trustee
For Period January 1, 2011 to December 31, 2012

SCHEDULE A - PROPERTY ON HAND AT BEGINNING OF ACCOUNTING PERIOD

<u>DESCRIPTION</u>	<u>AMOUNT</u>
Cash in Boeing Employees' Credit Union (BECU) (account [REDACTED] 9349)	\$ 22,694.73
Cash in BECU (account [REDACTED] 9232)	553.34
LPL Financial account # [REDACTED]-4662 Cash Account	3,010.31
LPL Financial account # [REDACTED]-4662 Investments	<u>503,805.51</u>
 TOTAL Property on Hand as of January 1, 2011	 <u><u>\$ 530,063.89</u></u>

SHARON M HAROLD IRREVOCABLE TRUST

Accounting of Trustee

For Period January 1, 2011 to December 31, 2012

**SCHEDULE B - ADDITIONAL PROPERTY RECEIVED DURING ACCOUNTING
PERIOD
(Not Listed on Schedule A)**

<u>DATE</u>	<u>PAYOR</u>	<u>DESCRIPTION</u>	<u>VALUE</u>
2/3/2011	Joseph Daley Family Trust	Distribution from the J. Daley Family Trust per assignment by Sharon Harold	\$ 1,200.00
4/7/2011	Joseph Daley Family Trust	Distribution from the J. Daley Family Trust per assignment by Sharon Harold	3,000.00
6/30/2011	Joseph Daley Family Trust	Distribution from the J. Daley Family Trust per assignment by Sharon Harold	1,500.00
11/3/2011	Joseph Daley Family Trust	Distribution from the J. Daley Family Trust per assignment by Sharon Harold	1,500.00
12/14/2011	Joseph Daley Family Trust	Distribution from the J. Daley Family Trust per assignment by Sharon Harold	6,000.00
TOTAL			<hr/> \$ 13,200.00 <hr/>

SHARON M HAROLD IRREVOCABLE TRUST
Accounting of Trustee
For Period January 1, 2011 to December 31, 2012

SCHEDULE C - RECEIPTS RECEIVED DURING THE ACCOUNTING PERIOD
(Other Than Items Listed On Schedule A & B)

<u>Date</u>	<u>Payor</u>	<u>Description</u>	<u>Amount</u>
2011	BECU	Interest	\$ 111.65
2011	LPL Financial	Dividends, Interest	24,469.37
2012	BECU	Interest	79.79
2012	LPL Financial	Dividends, Interest	<u>19,764.44</u>
TOTAL RECEIPTS			<u><u>\$ 44,425.25</u></u>

SHARON M HAROLD IRREVOCABLE TRUST

Accounting of Trustee

For Period January 1, 2011 to December 31, 2012

SCHEDULE D - GAINS ON SALES OR OTHER DISPOSITIONS

<u>DATE</u>	<u>DESCRIPTION</u>	<u>BEGINNING VALUE</u>	<u>GROSS SALES PRICE*</u>	<u>GAIN</u>
2012	LPL Sales of Original Investments	503,805.51	510,794.65	\$ 6,989.14
2/21/2012	Lord Abbett	4,471.00	4,489.59	18.59
	TOTAL			<u><u>\$ 7,007.73</u></u>

SHARON M HAROLD IRREVOCABLE TRUST
Accounting of Trustee
For Period January 1, 2011 to December 31, 2012

SCHEDULE E - OTHER CHARGES

Increase in value of Investments	<u>\$ 7,562.92</u>
TOTAL	<u><u>\$ 7,562.92</u></u>

SHARON M HAROLD IRREVOCABLE TRUST
Accounting of Trustee
For Period January 1, 2011 to December 31, 2012

SCHEDULE G - DISBURSEMENTS

<u>Date of Payment</u>	<u>Check No.</u>	<u>Payee and Purpose of Payment</u>	<u>Amount</u>
3/24/2011	1020	Llewellyn Accountancy - Tax Preparation	\$ 500.00
2011	n/a	LPL - Bank Fee	30.00
1/31/2012	1038	Voided	-
3/13/2012	1040	United States Treasury - Taxes	11.00
4/17/2012	1043	Llewellyn Accountancy - Tax Preparation	1,075.00
5/29/2012	1046	Voided	-
5/29/2012	1047	United States Treasury - Taxes	1,143.00
6/13/2012	1048	United States Treasury - Taxes	560.00
11/19/2012	1054	United States Treasury - Taxes	280.00
2012	n/a	BECU - Bank Fee	75.00
			<u><u>\$3,674.00</u></u>

SHARON M HAROLD IRREVOCABLE TRUST
Accounting of Trustee
For Period January 1, 2011 to December 31, 2012

SCHEDULE J - DISTRIBUTIONS TO BENEFICIARY

<u>Date of Payment</u>	<u>Check No.</u>	<u>Name</u>	<u>Amount</u>
1/18/2011	1017	Sharon Harold - Distribution	\$ 3,000.00
1/31/2011	1018	Sharon Harold - Distribution	2,100.00
3/3/2011	1019	Sharon Harold - Distribution	2,100.00
3/28/2011	1021	Sharon Harold - Distribution	2,100.00
4/27/2011	1023	Sharon Harold - Distribution	5,100.00
5/27/2011	1024	Sharon Harold - Distribution	2,100.00
6/28/2011	1025	Sharon Harold - Distribution	2,100.00
7/13/2011	1027	Sharon Harold - Distribution	1,000.00
7/31/2011	1028	Sharon Harold - Distribution	2,600.00
8/30/2011	1029	Sharon Harold - Distribution	2,100.00
9/30/2011	1031	Sharon Harold - Distribution	2,100.00
10/18/2011	1032	Sharon Harold - Distribution	500.00
11/1/2011	1033	Sharon Harold - Distribution	2,100.00
11/30/2011	1034	Sharon Harold - Distribution	2,600.00
12/15/2011	1035	Sharon Harold - Distribution	6,000.00
12/31/2011	1036	Sharon Harold - Distribution	2,100.00
1/7/2012	1037	Sharon Harold - Distribution	500.00
1/25/2012	1030	Sharon Harold - Distribution	4,100.00
1/31/2012	1039	Chase - Carpet for Sharon	6,321.00
2/12/2012	1041	Sharon Harold - Distribution	2,500.00
3/29/2012	1042	Sharon Harold - Distribution	2,500.00
4/27/2012	1044	Sharon Harold - Distribution	2,500.00
5/29/2012	1045	Sharon Harold - Distribution	2,500.00
6/29/2012	1049	Sharon Harold - Distribution	2,500.00
7/29/2012	1050	Sharon Harold - Distribution	2,500.00
8/29/2012	1051	Sharon Harold - Distribution	2,500.00
9/29/2012	1052	Sharon Harold - Distribution	2,500.00
10/31/2012	1053	Sharon Harold - Distribution	2,500.00
12/10/2012	wire	Sharon Harold - Distribution	2,500.00
11/23/2012	1061	Sharon Harold - Distribution	300.00
12/29/2012	1062	Sharon Harold - Distribution	2,500.00
TOTAL			<u><u>\$78,421.00</u></u>

SHARON M HAROLD IRREVOCABLE TRUST

Accounting of Trustee

For Period January 1, 2011 to December 31, 2012

**SCHEDULE L - PROPERTY ON HAND AT END
OF ACCOUNTING PERIOD**

<u>DESCRIPTION</u>	<u>AMOUNT</u>
Cash in BECU (account [REDACTED] 9349)	\$ 6,717.23
Cash in BECU (account [REDACTED] 9232)	28.32
Cash in BECU (account [REDACTED] 9307)	0.08
LPL Financial account # [REDACTED]-4662 Cash Account	5,856.24
LPL Financial account # [REDACTED]-4662 Investments	<u>507,562.92</u>
TOTAL Property on Hand as of December 31, 2012	<u>\$ 520,164.79</u>

Sharon M Harold Irrevocable Trust
Prepared Financial Statements
December 31, 2014

Llewellyn Accountancy Corporation
1150 Foothill Boulevard, Suite G
La Cañada, California 91011
(818) 952-1040

To David Paice, Trustee
Sharon M Harold Irrevocable Trust
Burien, Washington

The accompanying financial statements of the Sharon M Harold Irrevocable Trust as of and for the two years ended December 31, 2014, were not subjected to an audit, review, or compilation engagement by us and we do not express an opinion, a conclusion, nor provide any assurance on them.

The Trustee has elected to omit substantially all of the disclosures required by accounting principles generally accepted in the United States of America. If the omitted disclosures were included in the financial statements, they might influence the user's conclusions about the trust's financial statements. Accordingly, the financial statements are not designed for those who are not informed about such matters.


La Cañada, California

June 8, 2022

SHARON M HAROLD IRREVOCABLE TRUST
Accounting of Trustee
For Period January 1, 2013 to December 31, 2014

SUMMARY OF ACCOUNT

CHARGES

Property on Hand at Beginning of Accounting Period (<u>Schedule A</u>)	\$ 520,164.79
Receipts During Period of Accounting (<u>Schedule C</u>):	57,019.35
Gains on Sales or Other Dispositions (<u>Schedule D</u>):	1,734.62
Other Charges (<u>Schedule E</u>):	<u>39,022.74</u>
Total Charges:	<u><u>\$617,941.50</u></u>

CREDITS

Disbursements (<u>Schedule G</u>):	\$ 5,728.07
Distributions to Beneficiaries/Trustee (<u>Schedule J</u>):	75,100.00
Property on Hand at End of Accounting Period (<u>Schedule L</u>):	<u>537,113.43</u>
Total Credits:	<u><u>\$617,941.50</u></u>

SHARON M HAROLD IRREVOCABLE TRUST
Accounting of Trustee
For Period January 1, 2013 to December 31, 2014

SCHEDULE A - PROPERTY ON HAND AT BEGINNING OF ACCOUNTING PERIOD

<u>DESCRIPTION</u>	<u>AMOUNT</u>
Cash in Boeing Employees' Credit Union (BECU) (account [REDACTED]9349)	\$ 6,717.23
Cash in BECU (account [REDACTED]9232)	28.32
Cash in BECU (account [REDACTED]9307)	0.08
LPL Financial account # [REDACTED]-4662 Cash Account	5,856.24
LPL Financial account # [REDACTED]-4662 Investments	<u>507,562.92</u>
 TOTAL Property on Hand as of January 1, 2013	 <u><u>\$ 520,164.79</u></u>

SHARON M HAROLD IRREVOCABLE TRUST

Accounting of Trustee

For Period January 1, 2013 to December 31, 2014

**SCHEDULE C - RECEIPTS RECEIVED DURING THE ACCOUNTING PERIOD
(Other Than Items Listed On Schedule A & B)**

<u>Date</u>	<u>Payor</u>	<u>Description</u>	<u>Amount</u>
2013	BECU	Interest	\$ 30.15
2013	LPL	Dividends, Interest	23,941.77
2014	BECU	Interest	29.10
2014	LPL	Dividends, Interest	<u>33,018.33</u>
TOTAL RECEIPTS			<u>\$ 57,019.35</u>

SHARON M HAROLD IRREVOCABLE TRUST

Accounting of Trustee

For Period January 1, 2013 to December 31, 2014

SCHEDULE D - GAINS ON SALES OR OTHER DISPOSITIONS

<u>DATE</u>	<u>DESCRIPTION</u>	<u>BEGINNING VALUE</u>	<u>GROSS SALES PRICE*</u>	<u>GAIN</u>
1/9/2013	Fidelity Advisor Mutual Fund	9,488.43	9,932.00	\$ 443.57
4/2/2013	Fidelity Advisor Mutual Fund	23,708.95	25,000.00	1,291.05
	TOTAL			<u>\$ 1,734.62</u>

SHARON M HAROLD IRREVOCABLE TRUST
Accounting of Trustee
For Period January 1, 2013 to December 31, 2014

SCHEDULE E - OTHER CHARGES

Increase in value of Investments	<u>\$ 39,022.74</u>
TOTAL	<u><u>\$ 39,022.74</u></u>

SHARON M HAROLD IRREVOCABLE TRUST
Accounting of Trustee
For Period January 1, 2013 to December 31, 2014

SCHEDULE G - DISBURSEMENTS

<u>Date of Payment</u>	<u>Check No.</u>	<u>Payee and Purpose of Payment</u>	<u>Amount</u>
3/20/2013	1057	United States Treasury - Taxes	\$ 1,473.00
3/20/2013	1058	Llewellyn Accountancy - Tax Preparation	540.00
5/16/2013	wire	United States Treasury - Taxes	370.00
6/17/2013	wire	Llewellyn Accountancy - Tax Preparation	370.00
9/16/2013	wire	United States Treasury - Taxes	370.00
3/22/2014	1042	United States Treasury - Taxes	219.00
4/30/2014	1043	United States Treasury - Taxes	340.00
4-30-2014	1044	United States Treasury - Taxes	744.91
4-30-2014	1045	Llewellyn Accountancy - Tax Preparation	550.00
5-23-2014	wire	David Paice - Trust Expenses	71.16
6-10-2014	1046	United States Treasury - Taxes	340.00
9-15-2014	1048	United States Treasury - Taxes	340.00
			<u><u>\$5,728.07</u></u>

SHARON M HAROLD IRREVOCABLE TRUST
Accounting of Trustee
For Period January 1, 2013 to December 31, 2014

SCHEDULE J - DISTRIBUTIONS TO BENEFICIARY

<u>Date of Payment</u>	<u>Check No.</u>	<u>Name</u>	<u>Amount</u>
1/13/2013	1055	Sharon Harold - Distribution	\$ 2,500.00
1/9/2013	1063	Sharon Harold - Distribution	8,000.00
2/27/2013	1056	Sharon Harold - Distribution	2,500.00
3/29/2013	1059	Sharon Harold - Distribution	2,500.00
4/27/2013	995002	Sharon Harold - Distribution	2,500.00
5/27/2013	995007	Sharon Harold - Distribution	2,500.00
5/22/2013	1064	Sharon Harold - Distribution	200.00
6/25/2013	wire	Sharon Harold - Distribution	2,500.00
7/25/2013	wire	Sharon Harold - Distribution	2,500.00
9/1/2013	1026	Sharon Harold - Distribution	2,500.00
9/25/2013	1060	Sharon Harold - Distribution	2,500.00
10/25/2013	wire	Sharon Harold - Distribution	2,500.00
10/31/2013	wire	Sharon Harold - Distribution	1,250.00
11/26/2013	wire	Sharon Harold - Distribution	2,500.00
12/27/2013	wire	Sharon Harold - Distribution	2,500.00
1/19/2014	1066	Sharon Harold - Distribution	3,250.00
3/4/2014	1041	Sharon Harold - Distribution	2,500.00
3/25/2014	wire	Sharon Harold - Distribution	2,500.00
4/24/2014	wire	Sharon Harold - Distribution	2,500.00
5/22/2014	wire	Sharon Harold - Distribution	3,000.00
7/2/2014	1047	Sharon Harold - Distribution	3,000.00
7/23/2014	wire	Sharon Harold - Distribution	3,000.00
8/4/2014	wire	Sharon Harold - Distribution	900.00
8/22/2014	wire	Sharon Harold - Distribution	2,500.00
9/22/2014	wire	Sharon Harold - Distribution	2,500.00
10/24/2014	wire	Sharon Harold - Distribution	2,500.00
11/24/2014	wire	Sharon Harold - Distribution	2,500.00
12/19/2014	wire	Sharon Harold - Distribution	5,000.00
TOTAL			<u><u>\$75,100.00</u></u>

SHARON M HAROLD IRREVOCABLE TRUST

Accounting of Trustee

For Period January 1, 2013 to December 31, 2014

**SCHEDULE L - PROPERTY ON HAND AT END
OF ACCOUNTING PERIOD**

<u>DESCRIPTION</u>	<u>AMOUNT</u>
Cash in BECU (account [REDACTED] 9232)	\$ 31.02
Cash in BECU (account [REDACTED] 9307)	20,137.78
LPL Financial account # [REDACTED] 4662 Cash Account	3,556.35
LPL Financial account # [REDACTED] 4662 Investments	<u>513,388.28</u>
TOTAL Property on Hand as of December 31, 2014	<u><u>\$ 537,113.43</u></u>


Sharon M Harold Irrevocable Trust
Prepared Financial Statements
December 31, 2016

Llewellyn Accountancy Corporation
1150 Foothill Boulevard, Suite G
La Cañada, California 91011
(818) 952-1040

To David Paice, Trustee
Sharon M Harold Irrevocable Trust
Burien, Washington

The accompanying financial statements of the Sharon M Harold Irrevocable Trust as of and for the two years ended December 31, 2016, were not subjected to an audit, review, or compilation engagement by us and we do not express an opinion, a conclusion, nor provide any assurance on them.

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La Cañada, California

June 29, 2022

SHARON M HAROLD IRREVOCABLE TRUST
Accounting of Trustee
For Period January 1, 2015 to December 31, 2016

SUMMARY OF ACCOUNT

CHARGES

Property on Hand at Beginning of Accounting Period (<u>Schedule A</u>)	\$ 537,113.43
Receipts During Period of Accounting (<u>Schedule C</u>):	<u>44,313.25</u>
Total Charges:	<u><u>\$581,426.68</u></u>

CREDITS

Disbursements (<u>Schedule G</u>):	\$ 4,784.00
Losses on Sales or Other Dispositions (<u>Schedule H</u>):	3,647.01
Distributions to Beneficiaries/Trustee (<u>Schedule J</u>):	64,453.03
Other Credits (<u>Schedule K</u>):	3,942.94
Property on Hand at End of Accounting Period (<u>Schedule L</u>):	<u>504,599.70</u>
Total Credits:	<u><u>\$581,426.68</u></u>

SHARON M HAROLD IRREVOCABLE TRUST
Accounting of Trustee
For Period January 1, 2015 to December 31, 2016

SCHEDULE A - PROPERTY ON HAND AT BEGINNING OF ACCOUNTING PERIOD

<u>DESCRIPTION</u>	<u>AMOUNT</u>
Cash in Boeing Employees' Credit Union (account [REDACTED] 9232)	\$ 31.02
Cash in BECU (account [REDACTED] 9307)	20,137.78
LPL Financial account # [REDACTED]-4662 Cash Account	3,556.35
LPL Financial account # [REDACTED]-4662 Investments	<u>513,388.28</u>
 TOTAL Property on Hand as of January 1, 2015	 <u>\$ 537,113.43</u>

SHARON M HAROLD IRREVOCABLE TRUST

Accounting of Trustee

For Period January 1, 2015 to December 31, 2016

**SCHEDULE C - RECEIPTS RECEIVED DURING THE ACCOUNTING PERIOD
(Other Than Items Listed On Schedule A & B)**

<u>Date</u>	<u>Payor</u>	<u>Description</u>	<u>Amount</u>
2015	BECU	Interest	\$ 27.70
2015	LPL Financial	Dividends, Interest	24,820.97
2016	BECU	Interest	31.07
2016	LPL Financial	Dividends, Interest	<u>19,433.51</u>
TOTAL RECEIPTS			<u><u>\$ 44,313.25</u></u>

SHARON M HAROLD IRREVOCABLE TRUST
Accounting of Trustee
For Period January 1, 2015 to December 31, 2016

SCHEDULE G - DISBURSEMENTS

<u>Date of Payment</u>	<u>Check No.</u>	<u>Payee and Purpose of Payment</u>	<u>Amount</u>
1/15/2015	1101	United States Treasury - Taxes	\$ 340.00
4/13/2015	1049	United States Treasury - Taxes	1,304.00
6/8/2015	1050	United States Treasury - Taxes	670.00
6/8/2015	1051	United States Treasury - Taxes	670.00
6/8/2015	1052	Llewellyn Accountancy - Tax Preparation	560.00
9/5/2015	1053	United States Treasury - Taxes	670.00
5/12/2016	wire	Llewellyn Accountancy - Tax Preparation	570.00
			<u><u>\$4,784.00</u></u>

SHARON M HAROLD IRREVOCABLE TRUST
Accounting of Trustee
For Period January 1, 2015 to December 31, 2016

SCHEDULE H - LOSSES ON SALES OR OTHER DISPOSITIONS

<u>DATE</u>	<u>DESCRIPTION</u>	<u>BEGINNING VALUE</u>	<u>GROSS SALES PRICE</u>	<u>LOSS</u>
01/14/16	Fidelity Advisor Mutual Fund	28,647.01	25,000.00	<u>\$3,647.01</u>
	TOTAL			<u><u>\$3,647.01</u></u>

SHARON M HAROLD IRREVOCABLE TRUST
Accounting of Trustee
For Period January 1, 2015 to December 31, 2016

SCHEDULE J - DISTRIBUTIONS TO BENEFICIARY

<u>Date of Payment</u>	<u>Check No.</u>	<u>Name</u>	<u>Amount</u>
1/26/2015	wire	Sharon Harold - Distribution	\$ 2,500.00
3/2/2015	wire	Sharon Harold - Distribution	2,500.00
3/30/2015	wire	Sharon Harold - Distribution	2,500.00
4/27/2015	wire	Sharon Harold - Distribution	2,500.00
5/27/2015	wire	Sharon Harold - Distribution	2,500.00
6/29/2015	wire	Sharon Harold - Distribution	2,500.00
7/27/2015	wire	Sharon Harold - Distribution	2,500.00
8/27/2015	wire	Sharon Harold - Distribution	2,500.00
9/24/2015	wire	Sharon Harold - Distribution	3,002.00
10/26/2015	wire	Sharon Harold - Distribution	2,500.00
11/24/2015	wire	Sharon Harold - Distribution	3,000.00
12/28/2015	wire	Sharon Harold - Distribution	2,500.00
1/26/2016	wire	Sharon Harold - Distribution	2,500.00
2/26/2016	wire	Sharon Harold - Distribution	2,500.00
3/25/2016	wire	Sharon Harold - Distribution	2,500.00
4/5/2016	wire	Sharon Harold - Disneyland (Note 1)	370.45
4/13/2016	wire	Sharon Harold - Disneyland (Note 1)	1,678.58
5/3/2016	wire	Sharon Harold - Distribution	2,502.00
5/31/2016	wire	Sharon Harold - Distribution	2,500.00
6/17/2016	wire	Sharon Harold - Distribution	1,400.00
6/27/2016	wire	Sharon Harold - Distribution	2,500.00
7/26/2016	wire	Sharon Harold - Distribution	2,500.00
8/24/2016	wire	Sharon Harold - Distribution	2,500.00
9/28/2016	wire	Sharon Harold - Distribution	2,500.00
10/24/2016	wire	Sharon Harold - Distribution	2,500.00
11/21/2016	wire	Sharon Harold - Distribution	2,500.00
12/22/2016	wire	Sharon Harold - Distribution	2,500.00
TOTAL			<u><u>\$64,453.03</u></u>

Note 1:

The distributions noted as "Disneyland" was a distribution made for the benefit and at the direction of Sharon Harold to pay for a trip to Disneyland for Sharon, Jenifer, Brieana, and Ellie. David paid for the trip in order to obtain certain military discounts, but did not go on the trip, and was reimbursed.

SHARON M HAROLD IRREVOCABLE TRUST
Accounting of Trustee
For Period January 1, 2015 to December 31, 2016

SCHEDULE K - OTHER CREDITS

<u>Date of Payment</u>	<u>Check No.</u>	<u>Name</u>	<u>Amount</u>
		Decrease in Fair Value Investments	\$ <u>3,942.94</u>
TOTAL			\$ <u>3,942.94</u>

SHARON M HAROLD IRREVOCABLE TRUST
Accounting of Trustee
For Period January 1, 2015 to December 31, 2016

**SCHEDULE L - PROPERTY ON HAND AT END
OF ACCOUNTING PERIOD**

<u>DESCRIPTION</u>	<u>AMOUNT</u>
Cash in BECU (account [REDACTED] 9232)	\$ 33.61
Cash in BECU (account [REDACTED] 9307)	9,792.31
LPL Financial account # [REDACTED] 4662 Cash Account	13,975.45
LPL Financial account # [REDACTED] 4662 Investments	<u>480,798.33</u>
TOTAL Property on Hand as of December 31, 2016	<u>\$ 504,599.70</u>

Sharon M Harold Irrevocable Trust
Prepared Financial Statements
December 31, 2018

Llewellyn Accountancy Corporation
1150 Foothill Boulevard, Suite G
La Cañada, California 91011
(818) 952-1040

To David Paice, Trustee
Sharon M Harold Irrevocable Trust
Burien, Washington

The accompanying financial statements of the Sharon M Harold Irrevocable Trust as of and for the two years ended December 31, 2018, were not subjected to an audit, review, or compilation engagement by us and we do not express an opinion, a conclusion, nor provide any assurance on them.

The Trustee has elected to omit substantially all of the disclosures required by accounting principles generally accepted in the United States of America. If the omitted disclosures were included in the financial statements, they might influence the user's conclusions about the trust's financial statements. Accordingly, the financial statements are not designed for those who are not informed about such matters.

A handwritten signature in black ink that reads "Llewellyn Accountancy Corporation". The script is cursive and fluid, with the company name written in a single line.

La Cañada, California

June 8, 2022

SHARON M HAROLD IRREVOCABLE TRUST
Accounting of Trustee
For Period January 1, 2017 to December 31, 2018

SUMMARY OF ACCOUNT

CHARGES

Property on Hand at Beginning of Accounting Period (<u>Schedule A</u>)	\$ 504,599.70
Additional Property Received During accounting period(<u>Schedule B</u>):	100,000.00
Receipts During Period of Accounting (<u>Schedule C</u>):	<u>79,063.60</u>
Total Charges:	<u><u>\$683,663.30</u></u>

CREDITS

Disbursements (<u>Schedule G</u>):	\$ 4,076.15
Distributions to Beneficiaries/Trustee (<u>Schedule J</u>):	72,000.00
Other Credits (<u>Schedule K</u>):	36,643.16
Property on Hand at End of Accounting Period (<u>Schedule L</u>):	<u>570,943.99</u>
Total Credits:	<u><u>\$683,663.30</u></u>

SHARON M HAROLD IRREVOCABLE TRUST
Accounting of Trustee
For Period January 1, 2017 to December 31, 2018

SCHEDULE A - PROPERTY ON HAND AT BEGINNING OF ACCOUNTING PERIOD

<u>DESCRIPTION</u>	<u>AMOUNT</u>
Cash in Boeing Employees' Credit Union (BECU) (account [REDACTED] 9232)	\$ 33.61
Cash in BECU (account [REDACTED] 9307)	9,792.31
LPL Financial account # [REDACTED] 4662 Cash Account	13,975.45
LPL Financial account # [REDACTED] 4662 Investments	<u>480,798.33</u>
TOTAL Property on Hand as of January 1, 2017	<u>\$ 504,599.70</u>

SHARON M HAROLD IRREVOCABLE TRUST

Accounting of Trustee

For Period January 1, 2017 to December 31, 2018

**SCHEDULE B - ADDITIONAL PROPERTY RECEIVED DURING ACCOUNTING
PERIOD
(Not Listed on Schedule A)**

<u>DATE</u>	<u>PAYOR</u>	<u>DESCRIPTION</u>	<u>VALUE</u>
3/23/2017	Joseph Daley Family Trust	Distribution from the J. Daley Family Trust per assignment by Sharon Harold	\$ 100,000.00
		TOTAL	\$ 100,000.00

SHARON M HAROLD IRREVOCABLE TRUST

Accounting of Trustee

For Period January 1, 2017 to December 31, 2018

**SCHEDULE C - RECEIPTS RECEIVED DURING THE ACCOUNTING PERIOD
(Other Than Items Listed On Schedule A & B)**

<u>Date</u>	<u>Payor</u>	<u>Description</u>	<u>Amount</u>
2017	BECU	Interest	\$ 35.74
2017	LPL Financial	Dividends, Interest	35,801.42
2018	BECU	Interest	30.21
2018	LPL Financial	Dividends, Interest	<u>43,196.23</u>
TOTAL RECEIPTS			<u>\$ 79,063.60</u>

SHARON M HAROLD IRREVOCABLE TRUST
Accounting of Trustee
For Period January 1, 2017 to December 31, 2018
SCHEDULE G - DISBURSEMENTS

<u>Date of Payment</u>	<u>Check No.</u>	<u>Payee and Purpose of Payment</u>	<u>Amount</u>
4/18/2017	wire	Llewellyn Accountancy - Tax Preparation	\$ 565.00
8/4/2017	wire	David Paice - Airfare reimbursement (Note 1)	248.20
3/25/2018	1057	United States Treasury - Taxes	2,002.00
5/24/2018	wire	Llewellyn Accountancy - Tax Preparation	575.00
6/25/2018	1058	United States Treasury - Taxes	685.95
			<u><u>\$4,076.15</u></u>

Note 1 The reimbursement to David Paice: At Sharon Harold's request, David drove her to her home in Oregon from Seattle in Sharon's vehicle. David purchased an airline ticket back home to Seattle.

SHARON M HAROLD IRREVOCABLE TRUST
Accounting of Trustee
For Period January 1, 2017 to December 31, 2018

SCHEDULE J - DISTRIBUTIONS TO BENEFICIARY

<u>Date of Payment</u>	<u>Check No.</u>	<u>Name</u>	<u>Amount</u>
1/24/2017	wire	Sharon Harold - Distribution	\$ 2,500.00
2/23/2017	wire	Sharon Harold - Distribution	2,500.00
3/27/2017	wire	Sharon Harold - Distribution	2,500.00
4/25/2017	wire	Sharon Harold - Distribution	2,500.00
5/22/2017	wire	Sharon Harold - Distribution	2,500.00
6/29/2017	wire	Sharon Harold - Distribution	2,500.00
7/25/2017	wire	Sharon Harold - Distribution	2,500.00
8/29/2017	wire	Sharon Harold - Distribution	2,500.00
9/27/2017	wire	Sharon Harold - Distribution	2,500.00
10/31/2017	wire	Sharon Harold - Distribution	2,500.00
11/27/2017	wire	Sharon Harold - Distribution	2,500.00
12/28/2017	1056	Sharon Harold - Distribution	5,800.00
1/24/2018	wire	Sharon Harold - Distribution	2,500.00
2/13/2018	wire	Sharon Harold - Distribution	2,000.00
2/26/2018	wire	Sharon Harold - Distribution	2,500.00
3/14/2018	wire	Sharon Harold - Distribution	1,000.00
3/27/2018	wire	Sharon Harold - Distribution	2,500.00
4/24/2018	wire	Sharon Harold - Distribution	2,500.00
5/21/2018	wire	Sharon Harold - Distribution	3,000.00
6/26/2018	wire	Sharon Harold - Distribution	2,500.00
7/24/2018	wire	Sharon Harold - Distribution	2,500.00
8/21/2018	wire	Sharon Harold - Distribution	1,500.00
8/28/2018	wire	Sharon Harold - Distribution	2,500.00
9/20/2018	wire	Sharon Harold - Distribution	2,000.00
10/1/2018	wire	Sharon Harold - Distribution	2,500.00
10/23/2018	wire	Sharon Harold - Distribution	3,100.00
11/23/2018	wire	Sharon Harold - Distribution	500.00
12/4/2018	wire	Sharon Harold - Distribution	3,100.00
12/27/2018	wire	Sharon Harold - Distribution	2,500.00
TOTAL			<u><u>\$72,000.00</u></u>

SHARON M HAROLD IRREVOCABLE TRUST
Accounting of Trustee
For Period January 1, 2017 to December 31, 2018

SCHEDULE K - OTHER CREDITS

<u>Date of Payment</u>	<u>Check No.</u>	<u>Name</u>	<u>Amount</u>
		Decrease in Fair Value Investments	<u>\$ 36,643.16</u>
TOTAL			<u>\$ 36,643.16</u>

SHARON M HAROLD IRREVOCABLE TRUST
Accounting of Trustee
For Period January 1, 2017 to December 31, 2018

**SCHEDULE L - PROPERTY ON HAND AT END
OF ACCOUNTING PERIOD**

<u>DESCRIPTION</u>	<u>AMOUNT</u>
Cash in BECU (account [REDACTED] 9232)	\$ 37.69
Cash in BECU (account [REDACTED] 9307)	2,212.66
LPL Financial account # [REDACTED] 4662 Cash Account	54,538.47
LPL Financial account # [REDACTED] 4662 Investments	514,155.17
TOTAL Property on Hand as of December 31, 2018	<u>\$ 570,943.99</u>


Sharon M Harold Irrevocable Trust
Prepared Financial Statements
December 31, 2020

Llewellyn Accountancy Corporation
1150 Foothill Boulevard, Suite G
La Cañada, California 91011
(818) 952-1040

To David Paice, Trustee
Sharon M Harold Irrevocable Trust
Burien, Washington

The accompanying financial statements of the Sharon M Harold Irrevocable Trust as of and for the two years ended December 31, 2020, were not subjected to an audit, review, or compilation engagement by us and we do not express an opinion, a conclusion, nor provide any assurance on them.

The Trustee has elected to omit substantially all of the disclosures required by accounting principles generally accepted in the United States of America. If the omitted disclosures were included in the financial statements, they might influence the user's conclusions about the trust's financial statements. Accordingly, the financial statements are not designed for those who are not informed about such matters.


La Cañada, California

June 8, 2022

SHARON M HAROLD IRREVOCABLE TRUST
Accounting of Trustee
For Period January 1, 2019 to December 31, 2020

SUMMARY OF ACCOUNT

CHARGES

Property on Hand at Beginning of Accounting Period (<u>Schedule A</u>)	\$ 570,943.99
Receipts During Period of Accounting (<u>Schedule C</u>):	62,295.23
Other Charges (<u>Schedule E</u>):	<u>111,896.17</u>
Total Charges:	<u><u>\$745,135.39</u></u>

CREDITS

Disbursements (<u>Schedule G</u>):	\$ 9,609.00
Losses on Sales or Other Dispositions (<u>Schedule H</u>):	26,586.61
Distributions to Beneficiaries/Trustee (<u>Schedule J</u>):	66,771.94
Property on Hand at End of Accounting Period (<u>Schedule L</u>):	<u>642,167.84</u>
Total Credits:	<u><u>\$745,135.39</u></u>

SHARON M HAROLD IRREVOCABLE TRUST
Accounting of Trustee
For Period January 1, 2019 to December 31, 2020

SCHEDULE A - PROPERTY ON HAND AT BEGINNING OF ACCOUNTING PERIOD

<u>DESCRIPTION</u>	<u>AMOUNT</u>
Cash in Boeing Employees' Credit Union (BECU) (account [REDACTED] 9232)	\$ 37.69
Cash in BECU (account [REDACTED] 9307)	2,212.66
LPL Financial account # [REDACTED] 4662 Cash Account	54,538.47
LPL Financial account # [REDACTED] 4662 Investments	<u>514,155.17</u>
 TOTAL Property on Hand as of January 1, 2019	 <u><u>\$ 570,943.99</u></u>

SHARON M HAROLD IRREVOCABLE TRUST
Accounting of Trustee
For Period January 1, 2019 to December 31, 2020

SCHEDULE C - RECEIPTS RECEIVED DURING THE ACCOUNTING PERIOD
(Other Than Items Listed On Schedule A & B)

<u>Date</u>	<u>Payor</u>	<u>Description</u>	<u>Amount</u>
2019	BECU	Interest	\$ 27.22
2019	LPL Financial	Dividends, Interest	32,156.52
2020	BECU	Interest	12.46
2020	LPL Financial	Dividends, Interest	<u>30,099.03</u>
TOTAL RECEIPTS			\$ <u>62,295.23</u>

SHARON M HAROLD IRREVOCABLE TRUST
Accounting of Trustee
For Period January 1, 2019 to December 31, 2020

SCHEDULE E - OTHER CHARGES

Increase in value of Investments	\$ 110,896.17
7/26/2020 Received from David Paice	1,000.00
TOTAL	<u>\$ 111,896.17</u>

SHARON M HAROLD IRREVOCABLE TRUST
Accounting of Trustee
For Period January 1, 2019 to December 31, 2020

SCHEDULE G - DISBURSEMENTS

<u>Date of Payment</u>	<u>Check No.</u>	<u>Payee and Purpose of Payment</u>	<u>Amount</u>
4/11/2019	1103	United States Treasury - Taxes	\$ 4,957.00
5/21/2019	wire	Llewellyn Accountancy - Tax Preparation	595.00
7/18/2019	wire	Jenni Snell (Note 1)	25.00
4/30/2020	wire	Llewellyn Accountancy - Tax Preparation	600.00
4/23/2020	1104	United States Treasury - Taxes	2,432.00
7/26/2020	wire	David Paice (Note 2)	1,000.00
			<u><u>\$9,609.00</u></u>

Note 1 The \$25 payment to Jenni Snell was unknowingly made in error,
David Paice repaid the \$25 on June 24, 2022.

Note 2 The \$1,000 wire to David Paice: After David Paice accidentally
transferred \$1,000 out of the Trust to his personal account
on 7/26/2020, he immediately transferred the funds back to
the Trust. See Schedule E.

SHARON M HAROLD IRREVOCABLE TRUST
Accounting of Trustee
For Period January 1, 2019 to December 31, 2020

SCHEDULE H - LOSSES ON SALES OR OTHER DISPOSITIONS

<u>DATE</u>	<u>DESCRIPTION</u>	<u>BEGINNING VALUE</u>	<u>GROSS SALES PRICE</u>	<u>LOSS</u>
04/14/20	Fidelity Advisor Mutual Fund	150,000.00	123,413.39	<u>\$26,586.61</u>
	TOTAL			<u><u>\$26,586.61</u></u>

SHARON M HAROLD IRREVOCABLE TRUST
Accounting of Trustee
For Period January 1, 2019 to December 31, 2020

SCHEDULE J - DISTRIBUTIONS TO BENEFICIARY

<u>Date of Payment</u>	<u>Check No.</u>	<u>Name</u>	<u>Amount</u>
1/23/2019	wire	Sharon Harold - Distribution	\$ 2,500.00
2/19/2019	wire	Sharon Harold - Distribution	2,500.00
3/26/2019	wire	Sharon Harold - Distribution	2,500.00
4/23/2019	wire	Sharon Harold - Distribution	2,500.00
5/13/2019	wire	Sharon Harold - Distribution	700.00
5/22/2019	wire	Sharon Harold - Distribution	2,500.00
6/26/2019	wire	Sharon Harold - Distribution	2,500.00
7/22/2019	wire	Sharon Harold - Distribution	2,800.00
8/21/2019	wire	Sharon Harold - Distribution	2,500.00
9/22/2019	wire	Sharon Harold - Distribution	2,500.00
9/22/2019	wire	Sharon Harold - Distribution	1,000.00
10/13/2019	wire	Sharon Harold - Distribution	446.00
10/13/2019	wire	Sharon Harold - Distribution	525.94
10/13/2019	wire	Sharon Harold - Distribution	800.00
11/4/2019	wire	Sharon Harold - Distribution	2,500.00
11/22/2019	wire	Sharon Harold - Distribution	2,500.00
12/23/2019	wire	Sharon Harold - Distribution	3,000.00
1/25/2020	wire	Sharon Harold - Distribution	2,500.00
2/14/2020	wire	Sharon Harold - Distribution	500.00
2/26/2020	wire	Sharon Harold - Distribution	2,500.00
3/24/2020	wire	Sharon Harold - Distribution	2,500.00
4/23/2020	wire	Sharon Harold - Distribution	2,500.00
5/31/2020	wire	Sharon Harold - Distribution	2,500.00
6/25/2020	wire	Sharon Harold - Distribution	2,500.00
7/25/2020	wire	Sharon Harold - Distribution	2,500.00
8/25/2020	wire	Sharon Harold - Distribution	2,500.00
9/22/2020	wire	Sharon Harold - Distribution	2,500.00
10/26/2020	wire	Sharon Harold - Distribution	2,500.00
11/22/2020	wire	Sharon Harold - Distribution	3,500.00
12/22/2020	wire	Sharon Harold - Distribution	3,500.00
TOTAL			\$66,771.94

SHARON M HAROLD IRREVOCABLE TRUST
Accounting of Trustee
For Period January 1, 2019 to December 31, 2020

**SCHEDULE L - PROPERTY ON HAND AT END
OF ACCOUNTING PERIOD**

<u>DESCRIPTION</u>	<u>AMOUNT</u>
Cash in BECU (account [REDACTED] 9232)	\$ 41.27
Cash in BECU (account [REDACTED] 9307)	3,838.19
LPL Financial account # [REDACTED] 4662 Cash Account	39,823.65
LPL Financial account # [REDACTED] 4662 Investments	598,464.73
TOTAL Property on Hand as of December 31, 2020	<u>\$ 642,167.84</u>

Sharon M Harold Irrevocable Trust
Prepared Financial Statements
December 31, 2021

Llewellyn Accountancy Corporation
1150 Foothill Boulevard, Suite G
La Cañada, California 91011
(818) 952-1040

To David Paice, Trustee
Sharon M Harold Irrevocable Trust
Burien, Washinton

The accompanying financial statements of the Sharon M Harold Irrevocable Trust as of and for the year ended December 31, 2021, were not subjected to an audit, review, or compilation engagement by us and we do not express an opinion, a conclusion, nor provide any assurance on them.

The Trustee has elected to omit substantially all of the disclosures required by accounting principles generally accepted in the United States of America. If the omitted disclosures were included in the financial statements, they might influence the user's conclusions about the trust's financial statements. Accordingly, the financial statements are not designed for those who are not informed about such matters.

A handwritten signature in black ink that reads "Llewellyn Accountancy Corporation". The script is cursive and fluid, with the company name written in a single line.

La Cañada, California

June 8, 2022

SHARON M HAROLD IRREVOCABLE TRUST
Accounting of Trustee
For Period January 1, 2021 to December 31, 2021

SUMMARY OF ACCOUNT

CHARGES

Property on Hand at Beginning of Accounting Period (<u>Schedule A</u>)	\$ 642,167.84
Receipts During Period of Accounting (<u>Schedule C</u>):	52,297.76
Other Charges (<u>Schedule E</u>):	<u>54,076.59</u>
Total Charges:	<u><u>\$748,542.19</u></u>

CREDITS

Disbursements (<u>Schedule G</u>):	\$ 610.00
Distributions to Beneficiaries/Trustee (<u>Schedule J</u>):	39,877.00
Property on Hand at End of Accounting Period (<u>Schedule L</u>):	<u>708,055.19</u>
Total Credits:	<u><u>\$748,542.19</u></u>

SHARON M HAROLD IRREVOCABLE TRUST
Accounting of Trustee
For Period January 1, 2021 to December 31, 2021

SCHEDULE A - PROPERTY ON HAND AT BEGINNING OF ACCOUNTING PERIOD

<u>DESCRIPTION</u>	<u>AMOUNT</u>
Cash in Boeing Employees' Credit Union (BECU) (account [REDACTED] 9232)	\$ 41.27
Cash in BECU (account [REDACTED] 9307)	3,838.19
LPL Financial account # [REDACTED]-4662 Cash Account	39,823.65
LPL Financial account # [REDACTED]-4662 Investments	<u>598,464.73</u>
 TOTAL Property on Hand as of January 1, 2021	 <u>\$ 642,167.84</u>

SHARON M HAROLD IRREVOCABLE TRUST

Accounting of Trustee

For Period January 1, 2021 to December 31, 2021

**SCHEDULE C - RECEIPTS RECEIVED DURING THE ACCOUNTING PERIOD
(Other Than Items Listed On Schedule A & B)**

<u>Date</u>	<u>Payor</u>	<u>Description</u>	<u>Amount</u>
2021	BECU	Interest	\$ 4.07
2021	LPL Financial	Dividends, Interest	<u>52,293.69</u>
TOTAL RECEIPTS			<u><u>\$ 52,297.76</u></u>

SHARON M HAROLD IRREVOCABLE TRUST
Accounting of Trustee
For Period January 1, 2021 to December 31, 2021

SCHEDULE E - OTHER CHARGES

Increase in value of Investments	\$ 54,076.59
TOTAL	<u>\$ 54,076.59</u>

SHARON M HAROLD IRREVOCABLE TRUST
Accounting of Trustee
For Period January 1, 2021 to December 31, 2021

SCHEDULE G - DISBURSEMENTS

<u>Date of Payment</u>	<u>Check No.</u>	<u>Payee and Purpose of Payment</u>	<u>Amount</u>
4/23/2021	wire	Llewellyn Accountancy - Tax Preparation	\$ 610.00
			<u>\$610.00</u>

SHARON M HAROLD IRREVOCABLE TRUST
Accounting of Trustee
For Period January 1, 2021 to December 31, 2021

SCHEDULE J - DISTRIBUTIONS TO BENEFICIARY

<u>Date of Payment</u>	<u>Check No.</u>	<u>Name</u>	<u>Amount</u>
1/23/2021	wire	Sharon Harold - Distribution	\$ 3,500.00
2/25/2021	wire	Sharon Harold - Distribution	2,500.00
3/23/2021	wire	Sharon Harold - Distribution	2,500.00
4/26/2021	wire	Sharon Harold - Distribution	2,500.00
5/11/2021	wire	Sharon Harold - Distribution	2,500.00
5/29/2021	wire	Sharon Harold - Distribution	2,500.00
6/24/2021	wire	Sharon Harold - Distribution	2,500.00
7/23/2021	wire	Sharon Harold - Distribution	2,500.00
8/24/2021	wire	Sharon Harold - Distribution	2,500.00
8/30/2021	wire	Sharon Harold - Distribution	929.00
8/30/2021	wire	Sharon Harold - Distribution	2,948.00
9/29/2021	wire	Sharon Harold - Distribution	4,000.00
10/25/2021	wire	Sharon Harold - Distribution	2,500.00
11/24/2021	wire	Sharon Harold - Distribution	2,500.00
12/21/2021	wire	Sharon Harold - Distribution	3,500.00
TOTAL			<hr/> \$39,877.00 <hr/>

SHARON M HAROLD IRREVOCABLE TRUST

Accounting of Trustee

For Period January 1, 2021 to December 31, 2021

**SCHEDULE L - PROPERTY ON HAND AT END
OF ACCOUNTING PERIOD**

<u>DESCRIPTION</u>	<u>AMOUNT</u>
Cash in BECU (account [REDACTED] 9232)	\$ 41.55
Cash in BECU (account [REDACTED] 9307)	1,427.66
LPL Financial account # [REDACTED]-4662 Cash Account	54,044.66
LPL Financial account # [REDACTED]-4662 Investments	<u>652,541.32</u>
TOTAL Property on Hand as of December 31, 2021	<u><u>\$ 708,055.19</u></u>

Exhibit B

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FILED
2022 DEC 05 09:00 AM
KING COUNTY
SUPERIOR COURT CLERK
E-FILED
CASE #: 22-4-08326-1 KNT

SUPERIOR COURT OF WASHINGTON FOR KING COUNTY

In re the Matter of

Case No.

THE SHARON M. HAROLD
IRREVOCABLE TRUST DATED
NOVEMBER 12, 2004,

**DECLARATION OF DAVID A.
PAICE, TRUSTEE**

a Trust.

I, David A. Paice, declare as follows:

1. I am the Trustee of the Sharon M. Harold Irrevocable Trust dated November 12, 2004 ("Trust" or "Harold Trust"). I have personal knowledge of the facts set forth herein. I make this declaration based in support of the Verified Petition for Approval of Interim Account; For Discharge of Successor Trustee; and For Appointment of Successor Trustee ("Petition").

2. Relationship with Sharon M. Harold, Trustor of the Harold Trust. Sharon Harold, the trustor of the Harold Trust, is my wife's grandmother, and I have known her for over 20 years. Over the years Sharon and I have enjoyed a positive relationship. As a contributing member of Sharon's extended family, I have always tried to assist her with various things she needed help with. For example, even before I accepted the appointment as successor trustee of the Trust, I would answer Sharon's basic financial questions that she came to me with.

3. Acceptance of Trusteeship of the Harold Trust. Sometime in early 2010, Sharon asked me if I would be willing to serve as successor trustee of the Trust, and I agreed to serve. I accepted the appointment to become successor trustee of the Harold Trust in late February or early March 2010. The Acceptance of David Allen Paice to Act as Successor Trustee of the Sharon M.

DECLARATION OF DAVID A. PAICE, TRUSTEE - 1

LANE POWELL PC
1420 FIFTH AVENUE, SUITE 4200
P.O. BOX 91302
SEATTLE, WASHINGTON 98111-9402
206.223.7000 FAX: 206.223.7107

Harold Irrevocable Trust dated November 12, 2004 (“Acceptance”), a true and correct copy of which is attached as **Exhibit B** to the Petition, was undated, but I know that I opened bank accounts for the Trust at Boeing Employees’ Credit Union (“BECU”) in early March 2010.

4. Service as Successor Trustee of the Harold Trust. I have taken my fiduciary duties as trustee of the Harold Trust extremely seriously for the entire time that I have served as Trustee. When I first became Trustee I opened separate bank accounts at BECU in the name of the Trust and held all of the Trust’s funds in those accounts. As explained further below, at no time did I ever purposefully comingle funds belonging to the Trust with my own personal funds. In March 2010, I initially opened four accounts in the name of the Trust:

Harold Trust Accounts		
No.	Account	Type
1	BECU Account Ending x-9232	Savings
2	BECU Account Ending x-9349	Checking
3	BECU Account Ending x-9307	Money Market
4	LPL Financial Account Ending x-4662 ¹	Investment

On February 15, 2014, I closed the BECU Account Ending x-9349 and the remaining funds in that account (\$260.48) were deposited into the Trust’s BECU Account Ending x-9307. *See Ex. C* to Petition. During my time as Trustee, the Trust’s assets increased in value. When I took over as Trustee of the Harold Trust, for example, the Trust Estate was \$537,029.59, *see Ex. C*, but as of December 31, 2021, the Trust Estate totaled \$708,055.19. Although I understand the Harold Trust entitles the Trustee to receive compensation, I have never taken ***any compensation*** from the Trust.

5. I Kept Sharon Harold Informed About the Trust From the Beginning of My Trusteeship Through the Present. Until recently, I did not consult any attorney about the duties of a trustee. For this reason, I was not familiar with Washington statutes regarding trustee accounting

¹ Because the LPL Financial Account Ending x-4662 holds a mixture of cash and investments, the Trust Accountings list the LPL Financial Account ending x-4662 as having both a “Cash Account” component and an “Investments” account component, even though there is one LPL Financial Account Ending x-4662.

1 duties. Nonetheless, throughout the duration of my trusteeship, I have kept Sharon fully and
2 completely informed to the best of my abilities as to the Trust's assets and liabilities. Sharon and
3 I spoke at least once every month by telephone about the assets in the Trust. As the account
4 statements for the LPL Financial Account Ending x-4662, which is the Trust's investment account
5 that held the bulk of the Trust's assets, specifically state, Sharon received copies of those
6 statements at least beginning in November 2014, (see notation on each statement: "Copies of this
7 statement were sent to SHARON HAROLD").

8 6. Examples of Types of Information Shared. Sharon paid attention to what securities
9 the Trust invested in and she would often ask me about them. For example, I recall that she was
10 very interested in knowing whether the Trust's investment portfolio held stock in 3M; I recall she
11 asked me about this during our monthly telephone conversations. Sharon and I rarely, if ever,
12 communicated via e-mail. Sharon preferred speaking to me over the telephone or through text
13 about the Trust.

14 7. Regular and Additional Distributions. During our frequent telephone calls, Sharon
15 and I also discussed whether her monthly financial needs and distributions from the Trust.
16 Normally, the Trust distributed \$2,500 per month to Sharon. Depending on Sharon's need for
17 additional money, which she and I would talk about during our telephone calls, during certain
18 months I distributed more than \$2,500 to Sharon. Other times, I would make one-off distributions
19 to Sharon if she needed more than \$2,500. For example, she would often request additional
20 distributions around the Thanksgiving and Christmas holidays for gift purchases and expenses.
21 When I first became Trustee, I made the distributions to Sharon via checks. Over time, however,
22 it became more convenient for me and for her to make distributions electronically to Sharon's own
23 personal bank account from the Trust. During my time as trustee of the Harold Trust I have never
24 missed making any monthly distribution to Sharon even though I was deployed with the Coast
25 Guard three times and experienced the death of my child.

26
27 8. Trips with Sharon Harold; Reimbursement of Funds Advanced for Disneyland

1 Trip. Sharon enjoys traveling with her children and grandchildren. She would often go on trips
2 with various family members, including, sometimes, my wife, Bricana (Sharon's granddaughter);
3 my wife's mother (Sharon's daughter), and my children. In April 2016, for example, Sharon
4 wanted to take a trip to Disneyland in California with my wife, her mother, and my daughter.
5 Sharon, however, has mobility issues, and she was concerned about staying at a hotel some
6 distance away from Disneyland that would have required her to travel farther to and from
7 Disneyland. As an active-duty member of the armed forces (Petty Officer Second Class in the
8 United States Coast Guard), I am eligible for travel discounts when I purchase travel and show my
9 military identification card. At Sharon's express direction, and in order to make it so that Sharon
10 would not have as far to walk while at Disneyland, I used my military discount to purchase Sharon
11 and the other travelers' travel and hotel accommodations at a Disneyland hotel and was reimbursed
12 from the Trust. Accordingly, the Trust Accountings show \$2,049.03 in "Disneyland" distributions.

13 9. Reimbursement for Additional Expense Advanced to Sharon. In August 2017,
14 Sharon took a road trip with my family to Canada. At the time, my wife and I had a critically ill
15 child (who has since passed away), and we drove to Canada in our van to ensure we had everything
16 we needed for our late child's medical needs. Sharon drove from her home in Reedsport, Oregon,
17 to our home in Seattle, and we all drove together to Canada in our family van. When we returned
18 to Seattle, Sharon was too tired to drive herself back to her home in Reedsport and so she asked
19 me to drive her back. Accordingly, I drove Sharon to Reedsport in her car back and then flew back
20 to Seattle from Oregon. At Sharon's direction, the Trust reimbursed me for the airfare back to
21 Seattle (\$248).

22 10. Suspicious of Improper Conduct by Sharon's Children, Who Are Residuary
23 Beneficiaries. Although Sharon and I have enjoyed a positive and collaborative relationship from
24 the beginning of my time as Trustee, I understand that some of Sharon's children, who are
25 residuary beneficiaries under the Harold Trust, are suspicious of me. I understand that the
26 following concerns have been raised:

27 (a) ***Alleged Comingling of My Personal Funds with the Trust's Funds.*** I understand

1 that residuary beneficiaries believe I have comingled my personal funds with the Trust's assets.
2 They point to \$2,500 transferred from me and my wife's personal checking account to Sharon as
3 proof. This allegation of comingling is not true. I have never purposefully comingled any of my
4 or my wife's personal funds with the Trust's assets. In May 2021, Sharon sent my wife a check
5 for \$2,500 as a gift for graduating from college. Attached as **Exhibit A** is a true and correct copy
6 of a check from Sharon in the amount of \$2,500 dated May 15, 2021 ("Check from Sharon"). The
7 Check from Sharon states that it was "for" "B DAY[,] GRADUATION[,] VACATION." Id. My
8 wife cashed the check, but on November 2, 2021, my wife and I returned the money to Sharon
9 because I knew that Sharon was on a very limited income and my wife and I felt uncomfortable
10 about accepting Sharon's money. Attached as **Exhibit B** is a true and correct confirmation of a
11 transfer of \$2,500 from my and my wife's personal checking account ending x-2739 to Sharon. In
12 addition, on July 26, 2020, I inadvertently transferred \$1,000 from the Harold Trust's BECU
13 Account Ending x-9307 to my personal checking account ending x-2739—but upon recognizing
14 the error I immediately transferred \$1,000 from my personal checking account ending x-2739 back
15 to the Trust's BECU Account Ending x-9307. Accordingly, the Trust Accountings for January 1,
16 2019 to December 31, 2020 show a payment of \$1,000 to me (along with a footnote explaining
17 the inadvertent transfer) and the transfer of \$1,000 back to the Trust. *See Ex. C* to Petition
18 (Schedules E and G to Period January 1, 2019 to December 31, 2020).

19 **(b) My Name Appears on Sharon's Personal Bank Checks.** I understand that certain
20 beneficiaries of the Trust believe that I have comingled my personal funds with Sharon's Trust's
21 funds because my name happens to appear on checks for Sharon's bank account at USAA (account
22 ending x-2019). In mid-June 2022, I discovered that Sharon had, *without my knowledge or*
23 *consent*, put my name on her personal checks at her personal bank account held at USAA. Attached
24 as **Exhibit C** is a true and correct copy of a photo of one of Sharon's checks that lists my name on
25 it. On the top of the check it states:

26 Sharon M. Harold or
27 **David Paice**
 100 River Bend Rd Spc 103

DECLARATION OF DAVID A. PAICE, TRUSTEE - 5

LANE POWELL PC
1420 FIFTH AVENUE, SUITE 4200
P.O. BOX 91302
SEATTLE, WASHINGTON 98111-9402
206.223.7000 FAX: 206.223.7107

1 Reedsport, OR 97467-1385

2 *Id.* (emphasis added). Upon learning of my name being on Sharon's checks, I called USAA Bank
3 to confirm that I did not have access to these accounts and that I was not listed as an owner of these
4 accounts, which USAA confirmed. In years past, however, I have accessed Sharon's USAA mobile
5 app at her request and with her express permission and login credentials (username and password)
6 she provided me with. Back before I was able to make distributions via electronic transfers from
7 the Harold Trust's BECU accounts to Sharon's personal bank account, Sharon would ask me to
8 deposit the distribution check for her in her personal USAA account so that she would not have to
9 wait to receive the distribution check from the Harold Trust in the mail. In order to avoid waiting
10 for the check in the mail, Sharon would ask me to deposit her checks from the Trust for her by
11 logging into the USAA mobile app on my phone with her login credentials, which she would
12 provide me with, and depositing the check. Since I never saved Sharon's login credentials, she
13 would provide me with her login credentials monthly so that I could deposit the check for her. To
14 the best of my recollection, Sharon and I stopped doing this in approximately mid-2014 after I was
15 able to electronically transfer the disbursement directly to Sharon's bank account without having
16 to write her a check. Apart from depositing certain checks at Sharon's request, I never accessed
17 Sharon's personal bank account. I did not store Sharon's login credentials to her bank account and
18 do not know how to access her personal bank account. I also did not ask Sharon to put my name
19 on her checks for her personal USAA bank account and I do not understand why she did this. After
20 I learned that my name was listed on her checks, even though I do not have any ownership or
21 access to her personal account, I called her and asked her to remove my name from the checks,
22 which she agreed to do. I do not know if she did, in fact, remove me from her personal bank
23 account checks.

24 (c) ***Alleged Secret P.O. Box Address for the Harold Trust Maintained with Convicted***
25 ***Felon.*** I also understand that some of the Trust's beneficiaries believe that I have a P.O. Box
26 where I receive "confidential trust paperwork and statements at," and that a convicted felon named
27 "Serena Crisamore," along with me and my wife, is listed as the owner of this P.O. Box. Further,

1 I understand that certain beneficiaries of the Trust believe that Ms. Crisamore has stolen Sharon's
2 identity because Ms. Crisamore has a social security number similar to that of Sharon's.
3 Apparently, certain of Sharon's family members believe this narrative is proof of alleged improper
4 actions by me with regard to the Harold Trust. *These allegations, however, are absolutely false.*
5 First, I do not know—and have never met—anyone by the name of “Serena Crisamore.” Second,
6 I do not maintain a P.O. Box. Since 2017 I have used my home address for all mailings, statements,
7 and accounts related to the Trust. Although my wife and I did maintain a P.O. Box before we
8 moved to our current home, I no longer have this P.O. Box. The BECU Statements reflect this
9 change in my mailing address. See BECU Statement for Period January 14, 2017 to February 10,
10 2017 (listing P.O. Box 48212 as mailing address; BECU Statement for Period February 11, 2017
11 to March 10, 2017 (listing my current home mailing address). To the extent that the allegations
12 relate to the P.O. Box that I no longer use or maintain, I have no knowledge of who now uses that
13 P.O. Box or what activities that P.O. Box may be used for currently. Third, I have not—and would
14 never—scheme or concoct a plan to defraud Sharon or steal her identity. I have worked closely
15 with Sharon to administer the Harold Trust for over a decade, and she and I are extended family
16 by virtue of the fact that she is my wife's grandmother. I donated my time and effort to serving as
17 Trustee not for personal gain, but to assist my wife's grandmother with the administration of her
18 Trust. As stated above, I never received a penny in compensation from the Trust even though the
19 Trust entitles the Trustee to receive compensation. Any allegation that I would actively seek to
20 defraud Sharon, or work in concert with another person to defraud Sharon, is absolutely meritless,
21 preposterous, and deeply hurtful.

22 11. Accusations Made Against Me as Trustee. In addition to the above accusations
23 made against me, I have received distressing text messages from anonymous numbers. I believe
24 that these texts were sent by one or more of the residuary beneficiaries. Attached as **Exhibit D** are
25 true and correct copies of screenshots of text messages that were received on Sunday, November
26 13, 2022. The limited liability company shown in the text messages has nothing to do with the
27 Harold Trust, the administration of the Trust, or the Trust's funds. Attached as **Exhibit E** is a true

1 13, 2022. The limited liability company shown in the text messages has nothing to do with the
2 Harold Trust, the administration of the Trust, or the Trust's funds. Attached as **Exhibit E** is a true
3 and correct copy of a screenshot of another text message from an anonymous number that I
4 received. Given the false accusations made against me, I understood these texts to relate to my
5 service as Trustee even though they do not expressly reference the Trust.

6 12. Resignation as Trustee of the Harold Trust. I wish to resign as Trustee of the Harold
7 Trust and respectfully request that the Court enter an order approving my accounting of the last
8 12 years of transactions, accepting my resignation and granting me a full release and discharge for
9 my actions as Trustee of the Harold Trust. I respectfully ask that the Court appoint a new successor
10 trustee.

11 I declare under penalty of perjury under the laws of the State of Washington that the
12 foregoing is true and correct to the best of my knowledge.

13 Executed on this 1st day of December, 2022, at Seattle, Washington.

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16 _____
17 David A. Paice
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6
7 SUPERIOR COURT OF WASHINGTON FOR PIERCE COUNTY

8 Lauret Schreier

9 Petitioner,

10 v.

11 Janet Reiner Brice,

12 Respondent.
13

Case No. 22-2-03060-2

GR 17 DECLARATION RE
ELECTRONIC DOCUMENT

14 I, Aleksander Schilbach, declare under penalty of perjury under the laws of the State of
15 Washington as follows:

16 1. I am an attorney with the law offices of Lane Powell PC located at 1420 Fifth
17 Avenue, Suite 4200, Seattle, Washington 98101, attorneys for Trustee David A. Paice, and make
18 this declaration pursuant to GR 17(a)(2).

19 2. I received the foregoing electronic signature page and attached to the document
20 entitled *Declaration of David A. Paice, Trustee* to which this declaration is attached via electronic
21 mail at the following address: schilbacha@lanepowell.com.

22 3. I have personally examined the electronic document and confirm that it is a
23 complete and legible image.

24 4. The electronic document consists of ten (10) pages including this declaration.
25
26
27

1 Dated at Seattle, Washington on December 2, 2022.

2 LANE POWELL PC

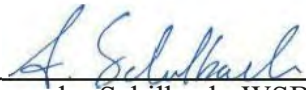
3 By 
4 Aleksander Schilbach, WSBA No. 51693

Exhibit A

PETS ARE FOR LIFE

SHARON M HAROLD OR
DAVID PAICE
100 RIVER BEND RD SPC 103
REEDSPORT, OR 97467-1383



1341
30-7426/2110

15 May 2021

Pay to the Order of Brianne Paice \$ 2500.00
Twenty five hundred and 00/100 Dollars



USAA FEDERAL SAVINGS BANK
10700 MODERNOFF Fwy
SAN ANTONIO, TEXAS 78240-0944
(210) 456-8000 1-800-832-3736

For ARMY GRADUATION VACATION

Sharon M Harold

4 26 91

5278028
-APPROPRIATE FOR

325081403<

BECH SEATTLE, WA

Security Features include: Factory Standards and markings
- Microprint®: Microprint around and across number
- On back: Paper is 100% cotton

05/21/2021 0000-0000
R0051 B0067 S204720

- Machine-readable: Microprint around and across number
- Optical Variable Ink: Microprint around and across number
- The Security Thread: A continuous thread woven into the paper
- Microprint: Microprint around and across number
- The words "ONE THOUSAND DOLLARS" across the back
- Plastic Safe Deposit: A plastic safe deposit box

Do not cash if:
- Any of the features listed above are missing or appear altered
- The paper is not 100% cotton
- There are stains and colored spots appear on both front and back

CHECK HERE IF MOBILE OR REMOTE DEPOSIT
AT ATM

For ARMY GRADUATION VACATION
Sharon M Harold

Exhibit B



Sharon Harold

Check 52340973 was mailed to Sharon Harold for receipt by Nov 2, 2021.

Money was withdrawn from your joint checking *2739 account on Info Not Available.

Pay From joint checking *2739**Amount** \$2,500.00

CHECK

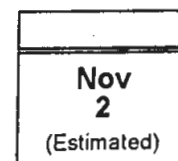
**Confirmation** S2VD7-Y9BWK

Exhibit C



*Sharon M Harold or
David Paice
100 River Bend Rd Spc 103
Reedsport, OR 97467-1385*

*Pay to
the order of* _____



USAA FEDERAL SAVINGS BANK

10750 McDERMOTT FWY

SAN ANTONIO, TEXAS 78288-0544

(210) 456-8000 1-800-832-3724

Exhibit D

10:35



+1 (206) 607-9854 >

Type	PROFIT - WA LIMITED LIABILITY COMPANY
Category	Limited Liability Regular
Record Status	Voluntarily Dissolved
Incorporation State	WASHINGTON
Incorporation Date	2021-09-02
Expiration Date	2022-09-30
Dissolution Date	2022-08-14



So you dissolved your LLC
5 days after the
accounting? Why would
you do that? What about
the accounting biz?

What about your
photography biz?

You need to do the right
thing before it is too late
to do the right thing.



Text Message



Exhibit E

12:55



41 (205) 531-3271

Text Message
Tuesday, 11/2/2020

"Whoever is careless with the truth in small matters cannot be trusted with important matters."
Albert Einstein

"It is better to offer no excuse than a bad one."
George Washington

"Honesty is the first chapter in the book of wisdom." -Thomas Jefferson

"A half truth is a whole lie." ~
Yiddish Proverb

"Every lie is two lies, the lie we tell others and the lie we tell ourselves to justify it." --Robert Brault

"Integrity is telling myself the truth. And honesty is telling the truth to other people."
— Spencer Johnson

Unsent in this chat window. If I



Unsent in this chat window. If I



Exhibit C

FILED
2022 DEC 05 09:00 AM
KING COUNTY
SUPERIOR COURT CLERK
E-FILED
CASE #: 22-4-08326-1 KNT

SUPERIOR COURT OF WASHINGTON FOR KING COUNTY

In re the Matter of

Case No.

THE SHARON M. HAROLD
IRREVOCABLE TRUST DATED
NOVEMBER 12, 2004,

**DECLARATION OF
ALEKSANDER R. SCHILBACH**

a Trust.

I, Aleksander Schilbach, declare as follows:

1. I am an attorney with Lane Powell PC, attorneys of record for David A. Paice ("Trustee" or "David"), in his capacity as successor trustee of the Sharon M. Harold Irrevocable Trust dated November 12, 2004 ("Harold Trust" or "Trust"). I have personal knowledge of the facts set forth herein. I make this declaration based in support of Verified Petition for Approval of Interim Account; For Discharge of Successor Trustee; and For Appointment of Successor Trustee ("Petition"). In making this declaration to authenticate the attached exhibits and to describe non-privileged conversations I have had with individuals other than my client, I am not waiving any attorney-client privilege held by our client as to our communications and legal advice, nor any work product protections that attach to the legal services and work that we have done for him.

2. On July 21, 2022, my office sent accountings for the Harold Trust for the years 2010-2021 ("Trust Accountings") to Sharon M. Harold ("Sharon"), the trustor/beneficiary of the Harold Trust. Attached as **Exhibit A** is a true and correct copy of a letter dated July 21, 2022 to Sharon containing the Trust Accountings.

3. On August 9, 2022, with Sharon's permission, my office provided the residuary

DECLARATION OF ALEKSANDER R. SCHILBACH - 1

LANE POWELL PC
1420 FIFTH AVENUE, SUITE 4200
P.O. BOX 91302
SEATTLE, WASHINGTON 98111-9402
206.223.7000 FAX: 206.223.7107

1 beneficiaries of the Harold Trust with the Trust Accountings. Attached as **Exhibit B** is a true and
2 correct copy of a letter dated August 9, 2022 to the residuary beneficiaries containing the Trust
3 Accountings.

4 4. On September 28, 2022, my office received a Release and Discharge of Successor
5 Trustee of the Sharon M. Harold Irrevocable Trust Dated November 12, 2004 (“Release”) executed
6 by Sharon on September 24, 2022. Attached as **Exhibit C** is a true and correct copy of the Release
7 executed by Sharon and the envelope it was mailed in to my office.

8 5. My office received executed Releases from two other residuary beneficiaries,
9 Jennifer Sawyer and Nicole Loomis. Attached as **Exhibit D** is a true and correct copy of a Release
10 executed by Jennifer Sawyer dated October 6, 2022. Attached as **Exhibit E** is a true and correct
11 copy of a Release executed by Nicole Loomis dated October 11, 2022.

12 6. On October 5, 2022, Sharon informed me that she “wish[ed] to revoke the release
13 immediately” after she “came upon some discrepancies in the accounting.” I called Sharon on that
14 same day to talk with her about the purported “discrepancies in the accounting” that she found.
15 Sharon could not identify any “discrepancies in the accounting” to me over the telephone.

16 7. On November 11, 2022 I spoke with Michelle Blackwell, Sharon’s new attorney,
17 regarding Sharon’s concerns about the Trust Accountings and certain of the Trustee’s actions as
18 trustee. On November 23, 2022, I sent Michelle Blackwell a letter responding to Sharon’s concerns
19 raised on November 11. Attached as **Exhibit F** is a true and correct copy of my letter November
20 23, 2022 letter to Michelle Blackwell.

21 8. Responding to various inquiries relating to the Harold Trust and the Trustee’s
22 administration of the Trust and the preparation of the Trust Accountings has taken a substantial
23 amount of attorney time. Between June 2022 and the date of this declaration, for example, my
24 office sent over a dozen letters responding to various individuals’ requests for information about
25 the Trust, its assets, and the Trustee’s actions in administering the Trust. Although this non-
26 privileged correspondence with Sharon, her counsel and with other qualified beneficiaries is not
27 directly relevant to the Petition’s requests, it has consumed significant time and resources through

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the course of 2022 and can be provided if requested by the Court.

I declare under penalty of perjury under the laws of the State of Washington that the

foregoing is true and correct to the best of my knowledge.

Executed on this 2nd day of December, 2022, at Seattle, Washington.



Aleksander R. Schilbach

DECLARATION OF ALEKSANDER R. SCHILBACH - 3

LANE POWELL PC
1420 FIFTH AVENUE, SUITE 4200
P.O. BOX 91302
SEATTLE, WASHINGTON 98111-9402
206.223.7000 FAX: 206.223.7107

134455.0001/9197815.1

Exhibit A



PAUL OHAINLE
206.225.8383
OHAINLEP@LANEPOWELL.COM
ALEKSANDER SCHILBACH
206.436.9909
SCHILBACHA@LANEPOWELL.COM

July 21, 2022

VIA U.S. MAIL & ELECTRONIC MAIL – smharold7@gmail.com

Ms. Sharon Harold
3615 Frontage Road #35
Reedsport, OR 97467

Re: *Sharon M. Harold Irrevocable Trust dated November 12, 2004*
Accounting for Periods Beginning January 1, 2010 and ending December 31, 2021

Dear Ms. Harold,

We are writing on behalf of Mr. David Paice (“David” or “Trustee”), as trustee of the Sharon M. Harold Irrevocable Trust dated November 12, 2004 (“Trust”). We understand that you are not currently represented by an attorney. If you are represented by an attorney, however, then please forward this letter to your attorney and have your attorney contact us directly. We recommend that you review this letter and its enclosures with your own independent counsel.

Production of Trust Accountings

We understand that during David’s time as the Trustee he has provided you full access to all of the Trust’s bank statements, investment statements, and financial records, and that you and David reviewed and discussed these documents together on a regular basis. We understand that this less formal arrangement was acceptable. It is our understanding that you and your prior Attorney-in-Fact, Ms. Amy Small, however, requested that formal accountings be provided. Accordingly, the Trust has engaged Mr. David Llewellyn, a Certified Public Accountant at Llewellyn Accountancy Corporation, and a former trustee of the Trust, to prepare Trust accountings. The Trust accountings have now been completed and finalized, and we have enclosed them with this letter for your review.

Beneficiaries are entitled to receive an accounting containing the following information:

1. Receipts and disbursements of principal and income that have occurred during the last complete fiscal year of the trust or since the last account; and

2. Assets and liabilities of the trust as of the beginning of the period and as of the end of the period covered by the accounting.

The accountings enclosed with this letter cover the years 2010 to 2021 (collectively, "Accountings"):

Trust Accountings	
1	January 1, 2010 –February 28, 2010 ¹
2	March 10, 2010–December 31, 2010
3	January 1, 2011–December 31, 2012
4	January 1, 2013–December 31, 2014
5	January 1, 2015–December 31, 2016
6	January 1, 2017–December 31, 2018
7	January 1, 2019–December 31, 2020
8	January 1, 2021–December 31, 2021

Although the Trust entitles David, as Trustee, to receive reasonable compensation for serving as trustee, David has served without compensation since 2010. Since David has not been compensated, the Accountings do not contain any reference to compensation for the Trustee. Information concerning fees paid to agents of the Trustee appears in the disbursement schedules of the Accountings. Unless otherwise indicated, agents of the Trustee are neither related to nor affiliated with the Trustee. Please also note that the Accountings do not include the Trust's disbursements for fees related to the preparation of these Accountings or the fees incurred responding to Ms. Small's demands and threats against David.

Please note that under California Probate Code § 17200, you are entitled to petition the court to obtain a court review of the account and of the acts of David, as the Trustee. Claims against David for breach of trust may not be made after the expiration of 3 years from the date you receive an account or report disclosing facts giving rise to the claim. *See* California Probate Code § 16063.

Production of Accountings to Residual Beneficiaries

As you know, your daughter Ms. Small, acting in her capacity as your Attorney-in-Fact under a Durable Power of Attorney dated June 21, 2018, has requested a copy of the Trust accountings from David. We understand that Ms. Small is no longer authorized to act as your Attorney-in-Fact. But given Ms. Small's continued demands for the Accountings and personal attacks and threats made against David, ***we intend to make the enclosed Accountings available***

¹ This accounting was ordered and prepared by Mr. David Llewellyn, the trustee who served as trustee of the Trust prior to David.

to her, and to all other residual beneficiaries, on August 3 unless we receive a written objection to this production from you no later than August 2. Please note, if the Accountings are not provided to the residual beneficiaries, David must provide information relating to the administration of the Trust that is relevant to the beneficiary's interest in the Trust. A beneficiary, such as Ms. Small, may even bring a lawsuit against David to have him produce the Accountings. Since we believe David acted appropriately, we believe it would be beneficial to provide the Accountings to the residual beneficiaries.

Please contact our office immediately if you object to the production of the enclosed Accountings to the residual beneficiaries. If we do not receive a written objection from you on or before August 2, then we will proceed with the production of Accountings to the residual beneficiaries on August 3.

In closing, please contact us with any questions regarding the enclosed Accountings—and please let us know immediately if you have any concerns with sharing the enclosed Accountings with the Trust's residual beneficiaries, including Ms. Small. We will send you a separate letter regarding the Trustee's desire to resign as trustee of the Trust.

Very truly yours,

LANE POWELL PC


Paul Ohainle
Aleksander Schillbach

Enclosures

Exhibit A: Trust Accountings (2010-2021)
Exhibit B: Letter from Mr. Roger Gould, Esq. to Ms. Amy Jane Small
dated June 22, 2022

GMR/PO/AS/scw

134455.0001/9049194 2

Exhibit A

SHARON M. HAROLD IRREVOCABLE TRUST

SUMMARY OF ACCOUNT

TWO MONTHS ENDED FEBRUARY 28, 2010

McCord and Llewellyn Accountancy Corporation
1150 Foothill Boulevard, Suite G
La Canada, Ca 91011
818-952-1040

To David F. Llewellyn, Trustee
Sharon M. Harold Irrevocable Trust

We have compiled the accompanying summary of account of the Sharon M. Harold Irrevocable Trust and the related schedules on pages 3 to 5 as of February 28, 2010 and for the two months then ended, in accordance with Statements on Standards for Accounting and Review Services issued by the American Institute of Certified Public Accountants.

A compilation is limited to presenting in the form of financial statements information that is the representation of the trustee of the Sharon M. Harold Irrevocable Trust. We have not audited or reviewed the accompanying financial statements and, accordingly, do not express an opinion or any other form of assurance on them.

The trustee has elected to omit substantially all of the disclosures required by generally accepted accounting principles. If the omitted disclosures were included in the financial statements, they might influence the user's conclusions about the Trust's financial position, results of trust activities, and cash flows. Accordingly, these financial statements are not designed for those who are not informed about such matters.

We are not independent with respect to the Sharon M. Harold Irrevocable Trust.


McCord and Llewellyn Accountancy Corporation

March 5, 2010

SHARON M. HAROLD IRREVOCABLE TRUST
SUMMARY OF ACCOUNT
THREE MONTHS ENDED MARCH 31, 2010

CHARGES

ASSETS ON HAND - JANUARY 1, 2010	
SCHEDULE A	<u>\$ 538,849.59</u>
 TOTAL CHARGES	 <u>\$ 538,849.59</u>

CREDITS

DISBURSEMENTS - JANUARY 1, 2010 TO FEBRUARY 28, 2010	
SCHEDULE C	\$ 1,120.00
 ASSET ON HAND - FEBRUARY 28, 2010	
SCHEDULE E	533,529.59
 DISTRIBUTIONS	
SCHEDULE D	<u>4,200.00</u>
 TOTAL CREDITS	 <u>\$ 538,849.59</u>

See accountant's compilation report

SHARON M. HAROLD IRREVOCABLE TRUST
SCHEDULE A
ASSETS ON HAND
JANUARY 1, 2010

<u>DESCRIPTION</u>	<u>AMOUNT</u>
Cash in Bank of America	<u>\$ 538,849.59</u>

See accountant's compilation report.

SHARON M. HAROLD IRREVOCABLE TRUST
SCHEDULE C
DISBURSEMENTS
JANUARY 1, 2010 TO MARCH 31, 2010

DATE	PAYEE	PURPOSE	AMOUNT
2/18/2010	McCord & Llewellyn	Tax Preparation	\$ 500.00
2/18/2010	McCord & Llewellyn	Trustees Fees	620.00
			<u>\$ 1,120.00</u>

See accountant's compilation report.

SHARON M. HAROLD IRREVOCABLE TRUST
SCHEDULE E
ASSETS ON HAND
MARCH 31, 2010

DESCRIPTION	AMOUNT
Cash in Bank of America	<u>\$ 533,529.89</u>

See accountant's compilation report.

Sharon M Harold Irrevocable Trust
Prepared Financial Statements
December 31, 2010

Llewellyn Accountancy Corporation
1150 Foothill Boulevard, Suite G
La Cañada, California 91011
(818) 952-1040

To David Paice, Trustee
Sharon M Harold Irrevocable Trust
Burien, Washington

The accompanying financial statements of the Sharon M Harold Irrevocable Trust as of December 31, 2010 and for the period March 10, 2010 to December 31, 2010, were not subjected to an audit, review, or compilation engagement by us and we do not express an opinion, a conclusion, nor provide any assurance on them.

The Trustee has elected to omit substantially all of the disclosures required by accounting principles generally accepted in the United States of America. If the omitted disclosures were included in the financial statements, they might influence the user's conclusions about the trust's financial statements. Accordingly, the financial statements are not designed for those who are not informed about such matters.


La Cañada, California

June 29, 2022

SHARON M HAROLD IRREVOCABLE TRUST
Accounting of Trustee
For Period March 10, 2010 to December 31, 2010

SUMMARY OF ACCOUNT

CHARGES

Property on Hand at Beginning of Accounting Period (<u>Schedule A</u>)	\$ -
Additional Property Received During the Accounting Period (Schedule B)	537,029.59
Receipts During Period of Accounting (<u>Schedule C</u>):	20,675.29
Other Charges (<u>Schedule E</u>):	<u>3,914.69</u>
Total Charges:	<u><u>\$561,619.57</u></u>

CREDITS

Disbursements (<u>Schedule G</u>):	\$ 1,232.50
Losses on Sale of Assets (Schedule H)	109.18
Distributions to Beneficiaries/Trustee (<u>Schedule J</u>):	30,214.00
Property on Hand at End of Accounting Period (<u>Schedule L</u>):	<u>530,063.89</u>
Total Credits:	<u><u>\$561,619.57</u></u>

SHARON M HAROLD IRREVOCABLE TRUST
Accounting of Trustee
For Period March 10, 2010 to December 31, 2010

SCHEDULE A - PROPERTY ON HAND AT BEGINNING OF ACCOUNTING PERIOD

<u>DESCRIPTION</u>	<u>AMOUNT</u>
Cash in Boeing Employees' Credit Union (BECU) (account [REDACTED] 9232)	\$ -
Cash in BECU (account [REDACTED] 9307)	-
LPL Financial account # [REDACTED] 4662 Cash Account	-
LPL Financial account # [REDACTED] 4662 Investments	-
	<hr/>
TOTAL Property on Hand as of March 10, 2010	<u>\$ -</u>

SHARON M HAROLD IRREVOCABLE TRUST

Accounting of Trustee

For Period March 10, 2010 to December 31, 2010

**SCHEDULE B - ADDITIONAL PROPERTY RECEIVED DURING ACCOUNTING
PERIOD
(Not Listed on Schedule A)**

<u>DATE</u>	<u>PAYOR</u>	<u>DESCRIPTION</u>	<u>VALUE</u>
3-10-2010	John McCord	Transferred from prior trustee	\$ 533,529.59
8-12-2010	Joseph Daley Family Trust	Distribution from the J. Daley Family Trust per assignment by Sharon Harold	3,500.00
TOTAL			\$ 537,029.59

SHARON M HAROLD IRREVOCABLE TRUST

Accounting of Trustee

For Period March 10, 2010 to December 31, 2010

**SCHEDULE C - RECEIPTS RECEIVED DURING THE ACCOUNTING PERIOD
(Other Than Items Listed On Schedule A & B)**

<u>Date</u>	<u>Payor</u>	<u>Description</u>	<u>Amount</u>
2010	BECU	Interest	\$ 161.24
2010	LPL Financial	Dividends, Interest	<u>20,514.05</u>
TOTAL RECEIPTS			<u>\$ 20,675.29</u>

SHARON M HAROLD IRREVOCABLE TRUST
Accounting of Trustee
For Period March 10, 2010 to December 31, 2010

SCHEDULE E - OTHER CHARGES

Increase in value of Investments	\$ 3,914.69
TOTAL	<u>\$ 3,914.69</u>

SHARON M HAROLD IRREVOCABLE TRUST
Accounting of Trustee
For Period March 10, 2010 to December 31, 2010

SCHEDULE G - DISBURSEMENTS

<u>Date of Payment</u>	<u>Check No.</u>	<u>Payee and Purpose of Payment</u>	<u>Amount</u>
4/25/2010	1002	McCord and Llewellyn Accountancy - Tax Preparation	\$ 702.50
4/21/2010	1001	The Hathaway Law Firm - Legal Fees	530.00
			<u>\$1,232.50</u>

SHARON M HAROLD IRREVOCABLE TRUST
Accounting of Trustee
For Period March 10, 2010 to December 31, 2010

SCHEDULE H - LOSSES ON SALES OR OTHER DISPOSITIONS

<u>DATE</u>	<u>DESCRIPTION</u>	<u>BEGINNING VALUE</u>	<u>GROSS SALES PRICE</u>	<u>LOSS</u>
04/06/10	Lord Abbett	50,109.18	50,000.00	<u>\$109.18</u>
	TOTAL			<u>\$109.18</u>

SHARON M HAROLD IRREVOCABLE TRUST
Accounting of Trustee
For Period March 10, 2010 to December 31, 2010

SCHEDULE J - DISTRIBUTIONS TO BENEFICIARY

<u>Date of Payment</u>	<u>Check No.</u>	<u>Name</u>	<u>Amount</u>
3/29/2010	CASHIERS	Sharon Harold - Distribution (Note 1)	\$ 8,000.00
4/25/2010	1003	Sharon Harold - Distribution	2,000.00
5/27/2010	1004	Sharon Harold - Distribution	1,700.00
6/27/2010	1005	Sharon Harold - Distribution	1,700.00
6/30/2010	1006	Sharon Harold - Distribution	500.00
7/18/2010	1007	Sharon Harold - Distribution	1,700.00
8/17/2010	1008	Sharon Harold - For expenses incurred	3,500.00
8/23/2010	1010	Sharon Harold - Distribution	1,700.00
9/12/2010	1011	Sharon Harold - Distribution	300.00
10/1/2010	1012	Sharon Harold - Distribution	2,100.00
10/30/2010	1013	Sharon Harold - Distribution	2,100.00
11/30/2010	1014	Sharon Harold - Distribution	2,100.00
12/21/2010	1015	Oregon Imaging Center - Medical Exp Sharon	714.00
12/29/2010	1016	Sharon Harold - Distribution	2,100.00
TOTAL			<u>\$30,214.00</u>

Note 1 Documentation for cashiers check for \$8,000 on 3/29/2010
is pending.

SHARON M HAROLD IRREVOCABLE TRUST
Accounting of Trustee
For Period March 10, 2010 to December 31, 2010

**SCHEDULE L - PROPERTY ON HAND AT END
OF ACCOUNTING PERIOD**

<u>DESCRIPTION</u>	<u>AMOUNT</u>
Cash in BECU (account [REDACTED] 9232)	\$ 553.34
Cash in BECU (account [REDACTED] 9349)	22,694.73
LPL Financial account # [REDACTED] 4662 Cash Account	3,010.31
LPL Financial account # [REDACTED] 4662 Investments	<u>503,805.51</u>
TOTAL Property on Hand as of December 31, 2010	<u><u>\$ 530,063.89</u></u>

Sharon M Harold Irrevocable Trust
Prepared Financial Statements
December 31, 2012

Llewellyn Accountancy Corporation
1150 Foothill Boulevard, Suite G
La Cañada, California 91011
(818) 952-1040

To David Paice, Trustee
Sharon M Harold Irrevocable Trust
Burien, Washington

The accompanying financial statements of the Sharon M Harold Irrevocable Trust as of and for the two years ended December 31, 2012, were not subjected to an audit, review, or compilation engagement by us and we do not express an opinion, a conclusion, nor provide any assurance on them.

The Trustee has elected to omit substantially all of the disclosures required by accounting principles generally accepted in the United States of America. If the omitted disclosures were included in the financial statements, they might influence the user's conclusions about the trust's financial statements. Accordingly, the financial statements are not designed for those who are not informed about such matters.


La Cañada, California

June 8, 2022

SHARON M HAROLD IRREVOCABLE TRUST
Accounting of Trustee
For Period January 1, 2011 to December 31, 2012

SUMMARY OF ACCOUNT

CHARGES

Property on Hand at Beginning of Accounting Period (<u>Schedule A</u>)	\$ 530,063.89
Additional Property Received During accounting period(<u>Schedule B</u>):	13,200.00
Receipts During Period of Accounting (<u>Schedule C</u>):	44,425.25
Gains on Sales or Other Dispositions (<u>Schedule D</u>):	7,007.73
Other Charges (<u>Schedule E</u>):	<u>7,562.92</u>
Total Charges:	<u><u>\$602,259.79</u></u>

CREDITS

Disbursements (<u>Schedule G</u>):	\$ 3,674.00
Distributions to Beneficiaries/Trustee (<u>Schedule J</u>):	78,421.00
Property on Hand at End of Accounting Period (<u>Schedule L</u>):	<u>520,164.79</u>
Total Credits:	<u><u>\$602,259.79</u></u>

SHARON M HAROLD IRREVOCABLE TRUST
Accounting of Trustee
For Period January 1, 2011 to December 31, 2012

SCHEDULE A - PROPERTY ON HAND AT BEGINNING OF ACCOUNTING PERIOD

<u>DESCRIPTION</u>	<u>AMOUNT</u>
Cash in Boeing Employees' Credit Union (BECU) (account [REDACTED] 9349)	\$ 22,694.73
Cash in BECU (account [REDACTED] 9232)	553.34
LPL Financial account # [REDACTED]-4662 Cash Account	3,010.31
LPL Financial account # [REDACTED]-4662 Investments	<u>503,805.51</u>
TOTAL Property on Hand as of January 1, 2011	<u>\$ 530,063.89</u>

SHARON M HAROLD IRREVOCABLE TRUST

Accounting of Trustee

For Period January 1, 2011 to December 31, 2012

SCHEDULE B - ADDITIONAL PROPERTY RECEIVED DURING ACCOUNTING PERIOD

(Not Listed on Schedule A)

<u>DATE</u>	<u>PAYOR</u>	<u>DESCRIPTION</u>	<u>VALUE</u>
2/3/2011	Joseph Daley Family Trust	Distribution from the J. Daley Family Trust per assignment by Sharon Harold	\$ 1,200.00
4/7/2011	Joseph Daley Family Trust	Distribution from the J. Daley Family Trust per assignment by Sharon Harold	3,000.00
6/30/2011	Joseph Daley Family Trust	Distribution from the J. Daley Family Trust per assignment by Sharon Harold	1,500.00
11/3/2011	Joseph Daley Family Trust	Distribution from the J. Daley Family Trust per assignment by Sharon Harold	1,500.00
12/14/2011	Joseph Daley Family Trust	Distribution from the J. Daley Family Trust per assignment by Sharon Harold	6,000.00
TOTAL			\$ 13,200.00

SHARON M HAROLD IRREVOCABLE TRUST
Accounting of Trustee
For Period January 1, 2011 to December 31, 2012

SCHEDULE C - RECEIPTS RECEIVED DURING THE ACCOUNTING PERIOD
(Other Than Items Listed On Schedule A & B)

<u>Date</u>	<u>Payor</u>	<u>Description</u>	<u>Amount</u>
2011	BECU	Interest	\$ 111.65
2011	LPL Financial	Dividends, Interest	24,469.37
2012	BECU	Interest	79.79
2012	LPL Financial	Dividends, Interest	<u>19,764.44</u>
TOTAL RECEIPTS			<u><u>\$ 44,425.25</u></u>

SHARON M HAROLD IRREVOCABLE TRUST

Accounting of Trustee

For Period January 1, 2011 to December 31, 2012

SCHEDULE D - GAINS ON SALES OR OTHER DISPOSITIONS

<u>DATE</u>	<u>DESCRIPTION</u>	<u>BEGINNING VALUE</u>	<u>GROSS SALES PRICE*</u>	<u>GAIN</u>
2012	LPL Sales of Original Investments	503,805.51	510,794.65	\$ 6,989.14
2/21/2012	Lord Abbett	4,471.00	4,489.59	<u>18.59</u>
	TOTAL			<u>\$ 7,007.73</u>

SHARON M HAROLD IRREVOCABLE TRUST
Accounting of Trustee
For Period January 1, 2011 to December 31, 2012

SCHEDULE E - OTHER CHARGES

Increase in value of Investments	<u>\$ 7,582.92</u>
TOTAL	<u><u>\$ 7,562.92</u></u>

SHARON M HAROLD IRREVOCABLE TRUST
Accounting of Trustee
For Period January 1, 2011 to December 31, 2012

SCHEDULE G - DISBURSEMENTS

<u>Date of Payment</u>	<u>Check No.</u>	<u>Payee and Purpose of Payment</u>	<u>Amount</u>
3/24/2011	1020	Llewellyn Accountancy - Tax Preparation	\$ 500.00
2011	n/a	LPL - Bank Fee	30.00
1/31/2012	1038	Voided	-
3/13/2012	1040	United States Treasury - Taxes	11.00
4/17/2012	1043	Llewellyn Accountancy - Tax Preparation	1,075.00
5/29/2012	1046	Voided	-
5/29/2012	1047	United States Treasury - Taxes	1,143.00
6/13/2012	1048	United States Treasury - Taxes	560.00
11/19/2012	1054	United States Treasury - Taxes	280.00
2012	n/a	BECU - Bank Fee	75.00
			<u>\$3,674.00</u>

SHARON M HAROLD IRREVOCABLE TRUST
Accounting of Trustee
For Period January 1, 2011 to December 31, 2012

SCHEDULE J - DISTRIBUTIONS TO BENEFICIARY

<u>Date of Payment</u>	<u>Check No.</u>	<u>Name</u>	<u>Amount</u>
1/18/2011	1017	Sharon Harold - Distribution	\$ 3,000.00
1/31/2011	1018	Sharon Harold - Distribution	2,100.00
3/3/2011	1019	Sharon Harold - Distribution	2,100.00
3/28/2011	1021	Sharon Harold - Distribution	2,100.00
4/27/2011	1023	Sharon Harold - Distribution	5,100.00
5/27/2011	1024	Sharon Harold - Distribution	2,100.00
6/28/2011	1025	Sharon Harold - Distribution	2,100.00
7/13/2011	1027	Sharon Harold - Distribution	1,000.00
7/31/2011	1028	Sharon Harold - Distribution	2,600.00
8/30/2011	1029	Sharon Harold - Distribution	2,100.00
9/30/2011	1031	Sharon Harold - Distribution	2,100.00
10/18/2011	1032	Sharon Harold - Distribution	500.00
11/1/2011	1033	Sharon Harold - Distribution	2,100.00
11/30/2011	1034	Sharon Harold - Distribution	2,600.00
12/15/2011	1035	Sharon Harold - Distribution	6,000.00
12/31/2011	1036	Sharon Harold - Distribution	2,100.00
1/7/2012	1037	Sharon Harold - Distribution	500.00
1/25/2012	1030	Sharon Harold - Distribution	4,100.00
1/31/2012	1039	Chase - Carpet for Sharon	6,321.00
2/12/2012	1041	Sharon Harold - Distribution	2,500.00
3/29/2012	1042	Sharon Harold - Distribution	2,500.00
4/27/2012	1044	Sharon Harold - Distribution	2,500.00
5/29/2012	1045	Sharon Harold - Distribution	2,500.00
6/29/2012	1049	Sharon Harold - Distribution	2,500.00
7/29/2012	1050	Sharon Harold - Distribution	2,500.00
8/29/2012	1051	Sharon Harold - Distribution	2,500.00
9/29/2012	1052	Sharon Harold - Distribution	2,500.00
10/31/2012	1053	Sharon Harold - Distribution	2,500.00
12/10/2012	wire	Sharon Harold - Distribution	2,500.00
11/23/2012	1061	Sharon Harold - Distribution	300.00
12/29/2012	1062	Sharon Harold - Distribution	2,500.00
TOTAL			<u><u>\$78,421.00</u></u>

SHARON M HAROLD IRREVOCABLE TRUST

Accounting of Trustee

For Period January 1, 2011 to December 31, 2012

**SCHEDULE L - PROPERTY ON HAND AT END
OF ACCOUNTING PERIOD**

<u>DESCRIPTION</u>	<u>AMOUNT</u>
Cash in BECU (account [REDACTED] 9349)	\$ 6,717.23
Cash in BECU (account [REDACTED] 9232)	28.32
Cash in BECU (account [REDACTED] 9307)	0.08
LPL Financial account # [REDACTED]-4662 Cash Account	5,856.24
LPL Financial account # [REDACTED]-4662 Investments	<u>507,562.92</u>
TOTAL Property on Hand as of December 31, 2012	<u>\$ 520,164.79</u>

Sharon M Harold Irrevocable Trust
Prepared Financial Statements
December 31, 2014

Llewellyn Accountancy Corporation
1150 Foothill Boulevard, Suite G
La Cañada, California 91011
(818) 952-1040

To David Paice, Trustee
Sharon M Harold Irrevocable Trust
Burien, Washington

The accompanying financial statements of the Sharon M Harold Irrevocable Trust as of and for the two years ended December 31, 2014, were not subjected to an audit, review, or compilation engagement by us and we do not express an opinion, a conclusion, nor provide any assurance on them.

The Trustee has elected to omit substantially all of the disclosures required by accounting principles generally accepted in the United States of America. If the omitted disclosures were included in the financial statements, they might influence the user's conclusions about the trust's financial statements. Accordingly, the financial statements are not designed for those who are not informed about such matters.


La Cañada, California

June 8, 2022

SHARON M HAROLD IRREVOCABLE TRUST
Accounting of Trustee
For Period January 1, 2013 to December 31, 2014

SUMMARY OF ACCOUNT

CHARGES

Property on Hand at Beginning of Accounting Period (<u>Schedule A</u>)	\$ 520,164.79
Receipts During Period of Accounting (<u>Schedule C</u>):	57,019.35
Gains on Sales or Other Dispositions (<u>Schedule D</u>):	1,734.62
Other Charges (<u>Schedule E</u>):	<u>39,022.74</u>
Total Charges:	<u><u>\$617,941.50</u></u>

CREDITS

Disbursements (<u>Schedule G</u>):	\$ 5,728.07
Distributions to Beneficiaries/Trustee (<u>Schedule J</u>):	75,100.00
Property on Hand at End of Accounting Period (<u>Schedule L</u>):	<u>537,113.43</u>
Total Credits:	<u><u>\$617,941.50</u></u>

SHARON M HAROLD IRREVOCABLE TRUST
Accounting of Trustee
For Period January 1, 2013 to December 31, 2014

SCHEDULE A - PROPERTY ON HAND AT BEGINNING OF ACCOUNTING PERIOD

<u>DESCRIPTION</u>	<u>AMOUNT</u>
Cash in Boeing Employees' Credit Union (BECU) (account [REDACTED] 9349)	\$ 6,717.23
Cash in BECU (account [REDACTED] 9232)	28.32
Cash in BECU (account [REDACTED] 9307)	0.08
LPL Financial account # [REDACTED] 4662 Cash Account	5,856.24
LPL Financial account # [REDACTED] 4662 Investments	<u>507,562.92</u>
 TOTAL Property on Hand as of January 1, 2013	 <u><u>\$ 520,164.79</u></u>

SHARON M HAROLD IRREVOCABLE TRUST

Accounting of Trustee

For Period January 1, 2013 to December 31, 2014

**SCHEDULE C - RECEIPTS RECEIVED DURING THE ACCOUNTING PERIOD
(Other Than Items Listed On Schedule A & B)**

<u>Date</u>	<u>Payor</u>	<u>Description</u>	<u>Amount</u>
2013	BECU	Interest	\$ 30.15
2013	LPL	Dividends, Interest	23,941.77
2014	BECU	Interest	29.10
2014	LPL	Dividends, Interest	<u>33,018.33</u>
TOTAL RECEIPTS			\$ <u>57,019.35</u>

SHARON M HAROLD IRREVOCABLE TRUST

Accounting of Trustee

For Period January 1, 2013 to December 31, 2014

SCHEDULE D - GAINS ON SALES OR OTHER DISPOSITIONS

<u>DATE</u>	<u>DESCRIPTION</u>	<u>BEGINNING VALUE</u>	<u>GROSS SALES PRICE*</u>	<u>GAIN</u>
1/9/2013	Fidelity Advisor Mutual Fund	9,488.43	9,932.00	\$ 443.57
4/2/2013	Fidelity Advisor Mutual Fund	23,708.95	25,000.00	1,291.05
	TOTAL			<u><u>\$ 1,734.62</u></u>

SHARON M HAROLD IRREVOCABLE TRUST
Accounting of Trustee
For Period January 1, 2013 to December 31, 2014

SCHEDULE E - OTHER CHARGES

Increase in value of Investments	<u>\$ 39,022.74</u>
TOTAL	<u><u>\$ 39,022.74</u></u>

SHARON M HAROLD IRREVOCABLE TRUST
Accounting of Trustee
For Period January 1, 2013 to December 31, 2014

SCHEDULE G - DISBURSEMENTS

<u>Date of Payment</u>	<u>Check No.</u>	<u>Payee and Purpose of Payment</u>	<u>Amount</u>
3/20/2013	1057	United States Treasury - Taxes	\$ 1,473.00
3/20/2013	1058	Llewellyn Accountancy - Tax Preparation	540.00
5/16/2013	wire	United States Treasury - Taxes	370.00
6/17/2013	wire	Llewellyn Accountancy - Tax Preparation	370.00
9/16/2013	wire	United States Treasury - Taxes	370.00
3/22/2014	1042	United States Treasury - Taxes	219.00
4/30/2014	1043	United States Treasury - Taxes	340.00
4-30-2014	1044	United States Treasury - Taxes	744.91
4-30-2014	1045	Llewellyn Accountancy - Tax Preparation	550.00
5-23-2014	wire	David Paice - Trust Expenses	71.16
6-10-2014	1046	United States Treasury - Taxes	340.00
9-15-2014	1048	United States Treasury - Taxes	340.00
			<u>\$5,728.07</u>

SHARON M HAROLD IRREVOCABLE TRUST
Accounting of Trustee
For Period January 1, 2013 to December 31, 2014

SCHEDULE J - DISTRIBUTIONS TO BENEFICIARY

<u>Date of Payment</u>	<u>Check No.</u>	<u>Name</u>	<u>Amount</u>
1/13/2013	1055	Sharon Harold - Distribution	\$ 2,500.00
1/9/2013	1063	Sharon Harold - Distribution	8,000.00
2/27/2013	1056	Sharon Harold - Distribution	2,500.00
3/29/2013	1059	Sharon Harold - Distribution	2,500.00
4/27/2013	995002	Sharon Harold - Distribution	2,500.00
5/27/2013	995007	Sharon Harold - Distribution	2,500.00
5/22/2013	1064	Sharon Harold - Distribution	200.00
6/25/2013	wire	Sharon Harold - Distribution	2,500.00
7/25/2013	wire	Sharon Harold - Distribution	2,500.00
9/1/2013	1026	Sharon Harold - Distribution	2,500.00
9/25/2013	1060	Sharon Harold - Distribution	2,500.00
10/25/2013	wire	Sharon Harold - Distribution	2,500.00
10/31/2013	wire	Sharon Harold - Distribution	1,250.00
11/26/2013	wire	Sharon Harold - Distribution	2,500.00
12/27/2013	wire	Sharon Harold - Distribution	2,500.00
1/19/2014	1066	Sharon Harold - Distribution	3,250.00
3/4/2014	1041	Sharon Harold - Distribution	2,500.00
3/25/2014	wire	Sharon Harold - Distribution	2,500.00
4/24/2014	wire	Sharon Harold - Distribution	2,500.00
5/22/2014	wire	Sharon Harold - Distribution	3,000.00
7/2/2014	1047	Sharon Harold - Distribution	3,000.00
7/23/2014	wire	Sharon Harold - Distribution	3,000.00
8/4/2014	wire	Sharon Harold - Distribution	900.00
8/22/2014	wire	Sharon Harold - Distribution	2,500.00
9/22/2014	wire	Sharon Harold - Distribution	2,500.00
10/24/2014	wire	Sharon Harold - Distribution	2,500.00
11/24/2014	wire	Sharon Harold - Distribution	2,500.00
12/19/2014	wire	Sharon Harold - Distribution	5,000.00
TOTAL			<u>\$75,100.00</u>

SHARON M HAROLD IRREVOCABLE TRUST

Accounting of Trustee

For Period January 1, 2013 to December 31, 2014

**SCHEDULE L - PROPERTY ON HAND AT END
OF ACCOUNTING PERIOD**

<u>DESCRIPTION</u>	<u>AMOUNT</u>
Cash in BECU (account [REDACTED] 9232)	\$ 31.02
Cash in BECU (account [REDACTED] 9307)	20,137.78
LPL Financial account # [REDACTED] 4662 Cash Account	3,556.35
LPL Financial account # [REDACTED] 4662 Investments	513,388.28
TOTAL Property on Hand as of December 31, 2014	<u>\$ 537,113.43</u>


Sharon M Harold Irrevocable Trust
Prepared Financial Statements
December 31, 2016

Llewellyn Accountancy Corporation
1150 Foothill Boulevard, Suite G
La Cañada, California 91011
(818) 952-1040

To David Paice, Trustee
Sharon M Harold Irrevocable Trust
Burien, Washington

The accompanying financial statements of the Sharon M Harold Irrevocable Trust as of and for the two years ended December 31, 2016, were not subjected to an audit, review, or compilation engagement by us and we do not express an opinion, a conclusion, nor provide any assurance on them.

The Trustee has elected to omit substantially all of the disclosures required by accounting principles generally accepted in the United States of America. If the omitted disclosures were included in the financial statements, they might influence the user's conclusions about the trust's financial statements. Accordingly, the financial statements are not designed for those who are not informed about such matters.


La Cañada, California

June 29, 2022

SHARON M HAROLD IRREVOCABLE TRUST
Accounting of Trustee
For Period January 1, 2015 to December 31, 2016

SUMMARY OF ACCOUNT

CHARGES

Property on Hand at Beginning of Accounting Period (<u>Schedule A</u>)	\$ 537,113.43
Receipts During Period of Accounting (<u>Schedule C</u>):	<u>44,313.25</u>
Total Charges:	<u><u>\$581,426.68</u></u>

CREDITS

Disbursements (<u>Schedule G</u>):	\$ 4,784.00
Losses on Sales or Other Dispositions (<u>Schedule H</u>):	3,647.01
Distributions to Beneficiaries/Trustee (<u>Schedule J</u>):	64,453.03
Other Credits (<u>Schedule K</u>):	3,942.94
Property on Hand at End of Accounting Period (<u>Schedule L</u>):	<u>504,599.70</u>
Total Credits:	<u><u>\$581,426.68</u></u>

SHARON M HAROLD IRREVOCABLE TRUST
Accounting of Trustee
For Period January 1, 2015 to December 31, 2016

SCHEDULE A - PROPERTY ON HAND AT BEGINNING OF ACCOUNTING PERIOD

<u>DESCRIPTION</u>	<u>AMOUNT</u>
Cash in Boeing Employees' Credit Union (account [REDACTED] 9232)	\$ 31.02
Cash in BECU (account [REDACTED] 9307)	20,137.78
LPL Financial account # [REDACTED] 4662 Cash Account	3,556.35
LPL Financial account # [REDACTED] 4662 Investments	<u>513,388.28</u>
 TOTAL Property on Hand as of January 1, 2015	 <u>\$ 537,113.43</u>

SHARON M HAROLD IRREVOCABLE TRUST
Accounting of Trustee
For Period January 1, 2015 to December 31, 2016

SCHEDULE C - RECEIPTS RECEIVED DURING THE ACCOUNTING PERIOD
(Other Than Items Listed On Schedule A & B)

<u>Date</u>	<u>Payor</u>	<u>Description</u>	<u>Amount</u>
2015	BECU	Interest	\$ 27.70
2015	LPL Financial	Dividends, Interest	24,820.97
2016	BECU	Interest	31.07
2016	LPL Financial	Dividends, Interest	<u>19,433.51</u>
TOTAL RECEIPTS			<u><u>\$ 44,313.25</u></u>

SHARON M HAROLD IRREVOCABLE TRUST
Accounting of Trustee
For Period January 1, 2015 to December 31, 2016

SCHEDULE G - DISBURSEMENTS

<u>Date of Payment</u>	<u>Check No.</u>	<u>Payee and Purpose of Payment</u>	<u>Amount</u>
1/15/2015	1101	United States Treasury - Taxes	\$ 340.00
4/13/2015	1049	United States Treasury - Taxes	1,304.00
6/8/2015	1050	United States Treasury - Taxes	670.00
6/8/2015	1051	United States Treasury - Taxes	670.00
6/8/2015	1052	Llewellyn Accountancy - Tax Preparation	560.00
9/5/2015	1053	United States Treasury - Taxes	670.00
5/12/2016	wire	Llewellyn Accountancy - Tax Preparation	570.00
			<u><u>\$4,784.00</u></u>

SHARON M HAROLD IRREVOCABLE TRUST
Accounting of Trustee
For Period January 1, 2015 to December 31, 2016

SCHEDULE H - LOSSES ON SALES OR OTHER DISPOSITIONS

<u>DATE</u>	<u>DESCRIPTION</u>	<u>BEGINNING VALUE</u>	<u>GROSS SALES PRICE</u>	<u>LOSS</u>
01/14/16	Fidelity Advisor Mutual Fund	28,647.01	25,000.00	<u>\$3,647.01</u>
	TOTAL			<u>\$3,647.01</u>

SHARON M HAROLD IRREVOCABLE TRUST
Accounting of Trustee
For Period January 1, 2015 to December 31, 2016

SCHEDULE J - DISTRIBUTIONS TO BENEFICIARY

<u>Date of Payment</u>	<u>Check No.</u>	<u>Name</u>	<u>Amount</u>
1/26/2015	wire	Sharon Harold - Distribution	\$ 2,500.00
3/2/2015	wire	Sharon Harold - Distribution	2,500.00
3/30/2015	wire	Sharon Harold - Distribution	2,500.00
4/27/2015	wire	Sharon Harold - Distribution	2,500.00
5/27/2015	wire	Sharon Harold - Distribution	2,500.00
6/29/2015	wire	Sharon Harold - Distribution	2,500.00
7/27/2015	wire	Sharon Harold - Distribution	2,500.00
8/27/2015	wire	Sharon Harold - Distribution	2,500.00
9/24/2015	wire	Sharon Harold - Distribution	3,002.00
10/26/2015	wire	Sharon Harold - Distribution	2,500.00
11/24/2015	wire	Sharon Harold - Distribution	3,000.00
12/28/2015	wire	Sharon Harold - Distribution	2,500.00
1/26/2016	wire	Sharon Harold - Distribution	2,500.00
2/26/2016	wire	Sharon Harold - Distribution	2,500.00
3/25/2016	wire	Sharon Harold - Distribution	2,500.00
4/5/2016	wire	Sharon Harold - Disneyland (Note 1)	370.45
4/13/2016	wire	Sharon Harold - Disneyland (Note 1)	1,678.58
5/3/2016	wire	Sharon Harold - Distribution	2,502.00
5/31/2016	wire	Sharon Harold - Distribution	2,500.00
6/17/2016	wire	Sharon Harold - Distribution	1,400.00
6/27/2016	wire	Sharon Harold - Distribution	2,500.00
7/26/2016	wire	Sharon Harold - Distribution	2,500.00
8/24/2016	wire	Sharon Harold - Distribution	2,500.00
9/28/2016	wire	Sharon Harold - Distribution	2,500.00
10/24/2016	wire	Sharon Harold - Distribution	2,500.00
11/21/2016	wire	Sharon Harold - Distribution	2,500.00
12/22/2016	wire	Sharon Harold - Distribution	2,500.00
TOTAL			\$64,453.03

Note 1:

The distributions noted as "Disneyland" was a distribution made for the benefit and at the direction of Sharon Harold to pay for a trip to Disneyland for Sharon, Jenifer, Briana, and Ellie. David paid for the trip in order to obtain certain military discounts, but did not go on the trip, and was reimbursed.

SHARON M HAROLD IRREVOCABLE TRUST
Accounting of Trustee
For Period January 1, 2015 to December 31, 2016

SCHEDULE K - OTHER CREDITS

<u>Date of Payment</u>	<u>Check No.</u>	<u>Name</u>	<u>Amount</u>
		Decrease in Fair Value Investments	\$ <u>3,942.94</u>
TOTAL			\$ <u>3,942.94</u>

SHARON M HAROLD IRREVOCABLE TRUST
Accounting of Trustee
For Period January 1, 2015 to December 31, 2016

**SCHEDULE L - PROPERTY ON HAND AT END
OF ACCOUNTING PERIOD**

<u>DESCRIPTION</u>	<u>AMOUNT</u>
Cash in BECU (account [REDACTED] 9232)	\$ 33.61
Cash in BECU (account [REDACTED] 9307)	9,792.31
LPL Financial account # [REDACTED] 4662 Cash Account	13,975.45
LPL Financial account # [REDACTED] 4662 Investments	<u>480,798.33</u>
TOTAL Property on Hand as of December 31, 2016	<u>\$ 504,599.70</u>

Sharon M Harold Irrevocable Trust
Prepared Financial Statements
December 31, 2018

Llewellyn Accountancy Corporation
1150 Foothill Boulevard, Suite G
La Cañada, California 91011
(818) 952-1040

To David Paice, Trustee
Sharon M Harold Irrevocable Trust
Burien, Washington

The accompanying financial statements of the Sharon M Harold Irrevocable Trust as of and for the two years ended December 31, 2018, were not subjected to an audit, review, or compilation engagement by us and we do not express an opinion, a conclusion, nor provide any assurance on them.

The Trustee has elected to omit substantially all of the disclosures required by accounting principles generally accepted in the United States of America. If the omitted disclosures were included in the financial statements, they might influence the user's conclusions about the trust's financial statements. Accordingly, the financial statements are not designed for those who are not informed about such matters.

A handwritten signature in black ink that reads "Llewellyn Accountancy Corporation". The script is cursive and fluid, with the company name written in a single line.

La Cañada, California

June 8, 2022

SHARON M HAROLD IRREVOCABLE TRUST
Accounting of Trustee
For Period January 1, 2017 to December 31, 2018

SUMMARY OF ACCOUNT

CHARGES

Property on Hand at Beginning of Accounting Period (<u>Schedule A</u>)	\$ 504,599.70
Additional Property Received During accounting period(<u>Schedule B</u>):	100,000.00
Receipts During Period of Accounting (<u>Schedule C</u>):	<u>79,063.60</u>
Total Charges:	<u><u>\$683,663.30</u></u>

CREDITS

Disbursements (<u>Schedule G</u>):	\$ 4,076.15
Distributions to Beneficiaries/Trustee (<u>Schedule J</u>):	72,000.00
Other Credits (<u>Schedule K</u>):	36,643.16
Property on Hand at End of Accounting Period (<u>Schedule L</u>):	<u>570,943.99</u>
Total Credits:	<u><u>\$683,663.30</u></u>

SHARON M HAROLD IRREVOCABLE TRUST
Accounting of Trustee
For Period January 1, 2017 to December 31, 2018

SCHEDULE A - PROPERTY ON HAND AT BEGINNING OF ACCOUNTING PERIOD

<u>DESCRIPTION</u>	<u>AMOUNT</u>
Cash in Boeing Employees' Credit Union (BECU) (account [REDACTED]9232)	\$ 33.61
Cash in BECU (account [REDACTED]9307)	9,792.31
LPL Financial account # [REDACTED]-4662 Cash Account	13,975.45
LPL Financial account # [REDACTED]-4662 Investments	<u>480,798.33</u>
TOTAL Property on Hand as of January 1, 2017	<u>\$ 504,599.70</u>

SHARON M HAROLD IRREVOCABLE TRUST

Accounting of Trustee

For Period January 1, 2017 to December 31, 2018

SCHEDULE B - ADDITIONAL PROPERTY RECEIVED DURING ACCOUNTING PERIOD

(Not Listed on Schedule A)

<u>DATE</u>	<u>PAYOR</u>	<u>DESCRIPTION</u>	<u>VALUE</u>
3/23/2017	Joseph Daley Family Trust	Distribution from the J. Daley Family Trust per assignment by Sharon Harold	\$ 100,000.00
		TOTAL	\$ 100,000.00

SHARON M HAROLD IRREVOCABLE TRUST

Accounting of Trustee

For Period January 1, 2017 to December 31, 2018

**SCHEDULE C - RECEIPTS RECEIVED DURING THE ACCOUNTING PERIOD
(Other Than Items Listed On Schedule A & B)**

<u>Date</u>	<u>Payor</u>	<u>Description</u>	<u>Amount</u>
2017	BECU	Interest	\$ 35.74
2017	LPL Financial	Dividends, Interest	35,801.42
2018	BECU	Interest	30.21
2018	LPL Financial	Dividends, Interest	<u>43,196.23</u>
TOTAL RECEIPTS			\$ <u>79,063.60</u>

SHARON M HAROLD IRREVOCABLE TRUST
Accounting of Trustee
For Period January 1, 2017 to December 31, 2018

SCHEDULE G - DISBURSEMENTS

<u>Date of Payment</u>	<u>Check No.</u>	<u>Payee and Purpose of Payment</u>	<u>Amount</u>
4/18/2017	wire	Llewellyn Accountancy - Tax Preparation	\$ 565.00
8/4/2017	wire	David Paice - Airfare reimbursement (Note 1)	248.20
3/25/2018	1057	United States Treasury - Taxes	2,002.00
5/24/2018	wire	Llewellyn Accountancy - Tax Preparation	575.00
6/25/2018	1058	United States Treasury - Taxes	685.95
			<u>\$4,076.15</u>

Note 1 The reimbursement to David Paice: At Sharon Harold's request, David drove her to her home in Oregon from Seattle in Sharon's vehicle. David purchased an airline ticket back home to Seattle.

SHARON M HAROLD IRREVOCABLE TRUST
Accounting of Trustee
For Period January 1, 2017 to December 31, 2018

SCHEDULE J - DISTRIBUTIONS TO BENEFICIARY

<u>Date of Payment</u>	<u>Check No.</u>	<u>Name</u>	<u>Amount</u>
1/24/2017	wire	Sharon Harold - Distribution	\$ 2,500.00
2/23/2017	wire	Sharon Harold - Distribution	2,500.00
3/27/2017	wire	Sharon Harold - Distribution	2,500.00
4/25/2017	wire	Sharon Harold - Distribution	2,500.00
5/22/2017	wire	Sharon Harold - Distribution	2,500.00
6/29/2017	wire	Sharon Harold - Distribution	2,500.00
7/25/2017	wire	Sharon Harold - Distribution	2,500.00
8/29/2017	wire	Sharon Harold - Distribution	2,500.00
9/27/2017	wire	Sharon Harold - Distribution	2,500.00
10/31/2017	wire	Sharon Harold - Distribution	2,500.00
11/27/2017	wire	Sharon Harold - Distribution	2,500.00
12/28/2017	1056	Sharon Harold - Distribution	5,800.00
1/24/2018	wire	Sharon Harold - Distribution	2,500.00
2/13/2018	wire	Sharon Harold - Distribution	2,000.00
2/26/2018	wire	Sharon Harold - Distribution	2,500.00
3/14/2018	wire	Sharon Harold - Distribution	1,000.00
3/27/2018	wire	Sharon Harold - Distribution	2,500.00
4/24/2018	wire	Sharon Harold - Distribution	2,500.00
5/21/2018	wire	Sharon Harold - Distribution	3,000.00
6/26/2018	wire	Sharon Harold - Distribution	2,500.00
7/24/2018	wire	Sharon Harold - Distribution	2,500.00
8/21/2018	wire	Sharon Harold - Distribution	1,500.00
8/28/2018	wire	Sharon Harold - Distribution	2,500.00
9/20/2018	wire	Sharon Harold - Distribution	2,000.00
10/1/2018	wire	Sharon Harold - Distribution	2,500.00
10/23/2018	wire	Sharon Harold - Distribution	3,100.00
11/23/2018	wire	Sharon Harold - Distribution	500.00
12/4/2018	wire	Sharon Harold - Distribution	3,100.00
12/27/2018	wire	Sharon Harold - Distribution	2,500.00
TOTAL			<u><u>\$72,000.00</u></u>

SHARON M HAROLD IRREVOCABLE TRUST
Accounting of Trustee
For Period January 1, 2017 to December 31, 2018

SCHEDULE K - OTHER CREDITS

<u>Date of</u> <u>Payment</u>	<u>Check No.</u>	<u>Name</u>	<u>Amount</u>
		Decrease in Fair Value Investments	\$ <u>36,643.16</u>
TOTAL			\$ <u>36,643.16</u>

SHARON M HAROLD IRREVOCABLE TRUST
Accounting of Trustee
For Period January 1, 2017 to December 31, 2018

**SCHEDULE L - PROPERTY ON HAND AT END
OF ACCOUNTING PERIOD**

<u>DESCRIPTION</u>	<u>AMOUNT</u>
Cash in BECU (account [REDACTED] 9232)	\$ 37.69
Cash in BECU (account [REDACTED] 9307)	2,212.66
LPL Financial account # [REDACTED] 4662 Cash Account	54,538.47
LPL Financial account # [REDACTED] 4662 Investments	514,155.17
TOTAL Property on Hand as of December 31, 2018	<u>\$ 570,943.99</u>


Sharon M Harold Irrevocable Trust
Prepared Financial Statements
December 31, 2020

Llewellyn Accountancy Corporation
1150 Foothill Boulevard, Suite G
La Cañada, California 91011
(818) 952-1040

To David Paice, Trustee
Sharon M Harold Irrevocable Trust
Burien, Washington

The accompanying financial statements of the Sharon M Harold Irrevocable Trust as of and for the two years ended December 31, 2020, were not subjected to an audit, review, or compilation engagement by us and we do not express an opinion, a conclusion, nor provide any assurance on them.

The Trustee has elected to omit substantially all of the disclosures required by accounting principles generally accepted in the United States of America. If the omitted disclosures were included in the financial statements, they might influence the user's conclusions about the trust's financial statements. Accordingly, the financial statements are not designed for those who are not informed about such matters.


La Cañada, California

June 8, 2022

SHARON M HAROLD IRREVOCABLE TRUST
Accounting of Trustee
For Period January 1, 2019 to December 31, 2020

SUMMARY OF ACCOUNT

CHARGES

Property on Hand at Beginning of Accounting Period (<u>Schedule A</u>)	\$ 570,943.99
Receipts During Period of Accounting (<u>Schedule C</u>):	62,295.23
Other Charges (<u>Schedule E</u>):	<u>111,896.17</u>
Total Charges:	<u><u>\$745,135.39</u></u>

CREDITS

Disbursements (<u>Schedule G</u>):	\$ 9,609.00
Losses on Sales or Other Dispositions (<u>Schedule H</u>):	26,586.61
Distributions to Beneficiaries/Trustee (<u>Schedule J</u>):	66,771.94
Property on Hand at End of Accounting Period (<u>Schedule L</u>):	<u>642,167.84</u>
Total Credits:	<u><u>\$745,135.39</u></u>

SHARON M HAROLD IRREVOCABLE TRUST
Accounting of Trustee
For Period January 1, 2019 to December 31, 2020

SCHEDULE A - PROPERTY ON HAND AT BEGINNING OF ACCOUNTING PERIOD

<u>DESCRIPTION</u>	<u>AMOUNT</u>
Cash in Boeing Employees' Credit Union (BECU) (account [REDACTED] 9232)	\$ 37.69
Cash in BECU (account [REDACTED] 9307)	2,212.66
LPL Financial account # [REDACTED] 4662 Cash Account	54,538.47
LPL Financial account # [REDACTED] 4662 Investments	<u>514,155.17</u>
TOTAL Property on Hand as of January 1, 2019	<u>\$ 570,943.99</u>

SHARON M HAROLD IRREVOCABLE TRUST
Accounting of Trustee
For Period January 1, 2019 to December 31, 2020

SCHEDULE C - RECEIPTS RECEIVED DURING THE ACCOUNTING PERIOD
(Other Than Items Listed On Schedule A & B)

<u>Date</u>	<u>Payor</u>	<u>Description</u>	<u>Amount</u>
2019	BECU	Interest	\$ 27.22
2019	LPL Financial	Dividends, Interest	32,156.52
2020	BECU	Interest	12.46
2020	LPL Financial	Dividends, Interest	<u>30,099.03</u>
TOTAL RECEIPTS			\$ <u>62,295.23</u>

SHARON M HAROLD IRREVOCABLE TRUST
Accounting of Trustee
For Period January 1, 2019 to December 31, 2020

SCHEDULE E - OTHER CHARGES

Increase in value of Investments	\$ 110,896.17
7/26/2020 Received from David Paice	1,000.00
TOTAL	<u>\$ 111,896.17</u>

SHARON M HAROLD IRREVOCABLE TRUST
Accounting of Trustee
For Period January 1, 2019 to December 31, 2020

SCHEDULE G - DISBURSEMENTS

<u>Date of Payment</u>	<u>Check No.</u>	<u>Payee and Purpose of Payment</u>	<u>Amount</u>
4/11/2019	1103	United States Treasury - Taxes	\$ 4,957.00
5/21/2019	wire	Llewellyn Accountancy - Tax Preparation	595.00
7/18/2019	wire	Jenni Snell (Note 1)	25.00
4/30/2020	wire	Llewellyn Accountancy - Tax Preparation	600.00
4/23/2020	1104	United States Treasury - Taxes	2,432.00
7/26/2020	wire	David Paice (Note 2)	1,000.00
			<u><u>\$9,609.00</u></u>

Note 1 The \$25 payment to Jenni Snell was unknowingly made in error,
David Paice repaid the \$25 on June 24, 2022.

Note 2 The \$1,000 wire to David Paice: After David Paice accidentally
transferred \$1,000 out of the Trust to his personal account
on 7/26/2020, he immediately transferred the funds back to
the Trust. See Schedule E.

SHARON M HAROLD IRREVOCABLE TRUST
Accounting of Trustee
For Period January 1, 2019 to December 31, 2020

SCHEDULE H - LOSSES ON SALES OR OTHER DISPOSITIONS

<u>DATE</u>	<u>DESCRIPTION</u>	<u>BEGINNING VALUE</u>	<u>GROSS SALES PRICE</u>	<u>LOSS</u>
04/14/20	Fidelity Advisor Mutual Fund	150,000.00	123,413.39	<u>\$26,586.61</u>
	TOTAL			<u><u>\$26,586.61</u></u>

SHARON M HAROLD IRREVOCABLE TRUST
Accounting of Trustee
For Period January 1, 2019 to December 31, 2020

SCHEDULE J - DISTRIBUTIONS TO BENEFICIARY

<u>Date of Payment</u>	<u>Check No.</u>	<u>Name</u>	<u>Amount</u>
1/23/2019	wire	Sharon Harold - Distribution	\$ 2,500.00
2/19/2019	wire	Sharon Harold - Distribution	2,500.00
3/26/2019	wire	Sharon Harold - Distribution	2,500.00
4/23/2019	wire	Sharon Harold - Distribution	2,500.00
5/13/2019	wire	Sharon Harold - Distribution	700.00
5/22/2019	wire	Sharon Harold - Distribution	2,500.00
6/26/2019	wire	Sharon Harold - Distribution	2,500.00
7/22/2019	wire	Sharon Harold - Distribution	2,800.00
8/21/2019	wire	Sharon Harold - Distribution	2,500.00
9/22/2019	wire	Sharon Harold - Distribution	2,500.00
9/22/2019	wire	Sharon Harold - Distribution	1,000.00
10/13/2019	wire	Sharon Harold - Distribution	446.00
10/13/2019	wire	Sharon Harold - Distribution	525.94
10/13/2019	wire	Sharon Harold - Distribution	800.00
11/4/2019	wire	Sharon Harold - Distribution	2,500.00
11/22/2019	wire	Sharon Harold - Distribution	2,500.00
12/23/2019	wire	Sharon Harold - Distribution	3,000.00
1/25/2020	wire	Sharon Harold - Distribution	2,500.00
2/14/2020	wire	Sharon Harold - Distribution	500.00
2/26/2020	wire	Sharon Harold - Distribution	2,500.00
3/24/2020	wire	Sharon Harold - Distribution	2,500.00
4/23/2020	wire	Sharon Harold - Distribution	2,500.00
5/31/2020	wire	Sharon Harold - Distribution	2,500.00
6/25/2020	wire	Sharon Harold - Distribution	2,500.00
7/25/2020	wire	Sharon Harold - Distribution	2,500.00
8/25/2020	wire	Sharon Harold - Distribution	2,500.00
9/22/2020	wire	Sharon Harold - Distribution	2,500.00
10/26/2020	wire	Sharon Harold - Distribution	2,500.00
11/22/2020	wire	Sharon Harold - Distribution	3,500.00
12/22/2020	wire	Sharon Harold - Distribution	3,500.00
TOTAL			<u><u>\$66,771.94</u></u>

SHARON M HAROLD IRREVOCABLE TRUST

Accounting of Trustee

For Period January 1, 2019 to December 31, 2020

**SCHEDULE L - PROPERTY ON HAND AT END
OF ACCOUNTING PERIOD**

<u>DESCRIPTION</u>	<u>AMOUNT</u>
Cash in BECU (account [REDACTED] 9232)	\$ 41.27
Cash in BECU (account [REDACTED] 9307)	3,838.19
LPL Financial account # [REDACTED] 4662 Cash Account	39,823.65
LPL Financial account # [REDACTED] 4662 Investments	598,464.73
TOTAL Property on Hand as of December 31, 2020	<u>\$ 642,167.84</u>

Sharon M Harold Irrevocable Trust
Prepared Financial Statements
December 31, 2021

Llewellyn Accountancy Corporation
1150 Foothill Boulevard, Suite G
La Cañada, California 91011
(818) 952-1040

To David Paice, Trustee
Sharon M Harold Irrevocable Trust
Burien, Washinton

The accompanying financial statements of the Sharon M Harold Irrevocable Trust as of and for the year ended December 31, 2021, were not subjected to an audit, review, or compilation engagement by us and we do not express an opinion, a conclusion, nor provide any assurance on them.

The Trustee has elected to omit substantially all of the disclosures required by accounting principles generally accepted in the United States of America. If the omitted disclosures were included in the financial statements, they might influence the user's conclusions about the trust's financial statements. Accordingly, the financial statements are not designed for those who are not informed about such matters.

A handwritten signature in cursive script that reads "Llewellyn Accountancy Corporation".

La Cañada, California

June 8, 2022

SHARON M HAROLD IRREVOCABLE TRUST
Accounting of Trustee
For Period January 1, 2021 to December 31, 2021

SUMMARY OF ACCOUNT

CHARGES

Property on Hand at Beginning of Accounting Period (<u>Schedule A</u>)	\$ 642,167.84
Receipts During Period of Accounting (<u>Schedule C</u>):	52,297.76
Other Charges (<u>Schedule E</u>):	<u>54,076.59</u>
Total Charges:	<u><u>\$748,542.19</u></u>

CREDITS

Disbursements (<u>Schedule G</u>):	\$ 610.00
Distributions to Beneficiaries/Trustee (<u>Schedule J</u>):	39,877.00
Property on Hand at End of Accounting Period (<u>Schedule L</u>):	<u>708,055.19</u>
Total Credits:	<u><u>\$748,542.19</u></u>

SHARON M HAROLD IRREVOCABLE TRUST
Accounting of Trustee
For Period January 1, 2021 to December 31, 2021

SCHEDULE A - PROPERTY ON HAND AT BEGINNING OF ACCOUNTING PERIOD

<u>DESCRIPTION</u>	<u>AMOUNT</u>
Cash in Boeing Employees' Credit Union (BECU) (account # [REDACTED] 9232)	\$ 41.27
Cash in BECU (account # [REDACTED] 9307)	3,838.19
LPL Financial account # [REDACTED] 4662 Cash Account	39,823.65
LPL Financial account # [REDACTED] 4662 Investments	<u>598,464.73</u>
 TOTAL Property on Hand as of January 1, 2021	 <u>\$ 642,167.84</u>

SHARON M HAROLD IRREVOCABLE TRUST

Accounting of Trustee

For Period January 1, 2021 to December 31, 2021

**SCHEDULE C - RECEIPTS RECEIVED DURING THE ACCOUNTING PERIOD
(Other Than Items Listed On Schedule A & B)**

<u>Date</u>	<u>Payor</u>	<u>Description</u>	<u>Amount</u>
2021	BECU	Interest	\$ 4.07
2021	LPL Financial	Dividends, Interest	<u>52,293.69</u>
TOTAL RECEIPTS			<u>\$ 52,297.76</u>

SHARON M HAROLD IRREVOCABLE TRUST
Accounting of Trustee
For Period January 1, 2021 to December 31, 2021

SCHEDULE E - OTHER CHARGES

Increase in value of Investments	\$ 54,076.59
TOTAL	<u>\$ 54,076.59</u>

SHARON M HAROLD IRREVOCABLE TRUST
Accounting of Trustee
For Period January 1, 2021 to December 31, 2021
SCHEDULE G - DISBURSEMENTS

<u>Date of Payment</u>	<u>Check No.</u>	<u>Payee and Purpose of Payment</u>	<u>Amount</u>
4/23/2021	wire	Llewellyn Accountancy - Tax Preparation	\$ 610.00
			<u>\$610.00</u>

SHARON M HAROLD IRREVOCABLE TRUST
Accounting of Trustee
For Period January 1, 2021 to December 31, 2021

SCHEDULE J - DISTRIBUTIONS TO BENEFICIARY

<u>Date of Payment</u>	<u>Check No.</u>	<u>Name</u>	<u>Amount</u>
1/23/2021	wire	Sharon Harold - Distribution	\$ 3,500.00
2/25/2021	wire	Sharon Harold - Distribution	2,500.00
3/23/2021	wire	Sharon Harold - Distribution	2,500.00
4/26/2021	wire	Sharon Harold - Distribution	2,500.00
5/11/2021	wire	Sharon Harold - Distribution	2,500.00
5/29/2021	wire	Sharon Harold - Distribution	2,500.00
6/24/2021	wire	Sharon Harold - Distribution	2,500.00
7/23/2021	wire	Sharon Harold - Distribution	2,500.00
8/24/2021	wire	Sharon Harold - Distribution	2,500.00
8/30/2021	wire	Sharon Harold - Distribution	929.00
8/30/2021	wire	Sharon Harold - Distribution	2,948.00
9/29/2021	wire	Sharon Harold - Distribution	4,000.00
10/25/2021	wire	Sharon Harold - Distribution	2,500.00
11/24/2021	wire	Sharon Harold - Distribution	2,500.00
12/21/2021	wire	Sharon Harold - Distribution	3,500.00
TOTAL			<hr/> \$39,877.00 <hr/>

SHARON M HAROLD IRREVOCABLE TRUST

Accounting of Trustee

For Period January 1, 2021 to December 31, 2021

**SCHEDULE L - PROPERTY ON HAND AT END
OF ACCOUNTING PERIOD**

<u>DESCRIPTION</u>	<u>AMOUNT</u>
Cash in BECU (account # [REDACTED] 9232)	\$ 41.55
Cash in BECU (account # [REDACTED] 9307)	1,427.66
LPL Financial account # [REDACTED] 4662 Cash Account	54,044.66
LPL Financial account # [REDACTED] 4662 Investments	652,541.32
TOTAL Property on Hand as of December 31, 2021	<u>\$ 708,055.19</u>

Exhibit B

GOLD LAW FIRM, P.A.

ATTORNEYS AT LAW
271 W. COMMERCIAL
SUITE 2000
MIAMI, FL 33101

TEL: (305) 371-1100

FAX: (305) 371-1101

EMAIL: info@goldlawfirm.com

WEBSITE: www.goldlawfirm.com

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Robert Gold, Esq. (305) 371-1100

For Client Use Only

June 23, 2011

Emily Jane Harold
PO Box 111
Gowrie, CA 94020

RE: Sharon Margaret Daley Harold

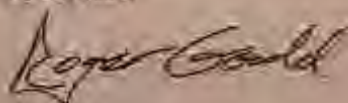
Dear Ms. Small,

I represent your mother, Sharon Margaret Daley Harold.

This is to inform you that your mother has instructed me to notify you that she has
revoked the General Power Of Attorney granted to you June 21, 2011. She has also
revoked the Power Of Attorney With Disability Planning granted to you June 21, 2011.
She has also revoked the Durable Power Of Attorney granted to you June 21, 2011.

You no longer may exercise any of the powers and authorities granted to you by the above
referred documents.

Very truly yours,



s/ Sharon Harold

Exhibit B



PAUL OHAINLE
206.225.8383
OHAINLEP@LANEPOWELL.COM
ALEKSANDER SCHILBACH
206.436.9909
SCHILBACHA@LANEPOWELL.COM

August 9, 2022

VIA FIRST CLASS MAIL

Charles Harold
5301 S Superstition Mt. Dr. #103-350
Gold Canyon, AZ 85118

John Harold
230 Westmont Dr
Reedsport, OR 97467

Angel Harold
27411 Anthony Lane, #101
Canyon Country, CA 91387

Josette Harold Ramirez
11319 Playa St.
Culver City, CA 90230

Jenifer Sawyer
1819 74th St E
Tacoma, WA 98404

Nicole Loomis
31688D U.S. 97
Tonasket, WA 98855

Amy Jane Small
P.O. Box 352
Graeagle, CA 96103

RE: The Sharon M. Harold Irrevocable Trust dated November 12, 2004
Trust Accountings & Notification of Trustee

Dear Mr. Charles Harold, Mr. John Harold, Ms. Angel Harold, Ms. Josette Harold Ramirez, Ms. Jenifer Sawyer, Ms. Nicole Loomis, and Ms. Amy Jane Small:

We are writing on behalf of our client, Mr. David Paice ("Trustee"), as trustee of the Sharon M. Harold Irrevocable Trust dated November 12, 2004 ("Trust"). If you are represented by an attorney, then please forward this letter to your attorney and ask your attorney to contact us so that we may direct any future communications to him or her.

As residual beneficiaries of the Trust, you are not entitled to the Trust's accountings under California law or the Trust itself. Nevertheless, the Trustee, with Ms. Sharon Harold's consent, is providing the Trust's accountings for 2010 through 2021.

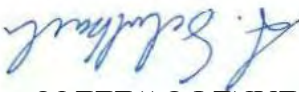
In addition to the Trust's accountings, please find enclosed a Notification By Trustee ("Notification"). Although such a notification may have already been provided to you either after Robert G. Hatch resigned as trustee of the Trust, when David Llewellyn resigned as

Mr. Charles Harold, *et al.*
August 9, 2022
Page 2

trustee, or when our client consented to act as Trustee, we are providing this Notification in any event. The Notification indicates that you are entitled to a copy of the Trust agreement upon reasonable request. We are enclosing a copy of the Trust as a courtesy.

Please contact our office with any questions related to the Trust or the Trust's accountings.

Very truly yours,

LANE POWELL PC

Paul Ohainle
Aleksander Schilbach

PO/AS/scw
Enclosures:

Notification By Trustee
Trust Accountings (2010-2021)

Copy of the Sharon M. Harold Irrevocable Trust dated November 12, 2004

Cc: Sharon M. Harold

134455.0001/9092907.1

SHARON M. HAROLD IRREVOCABLE TRUST

SUMMARY OF ACCOUNT

TWO MONTHS ENDED FEBRUARY 28, 2010

McCord and Llewellyn Accountancy Corporation
1150 Foothill Boulevard, Suite G
La Canada, Ca 91011
818-952-1040

To David F. Llewellyn, Trustee
Sharon M. Harold Irrevocable Trust

We have compiled the accompanying summary of account of the Sharon M. Harold Irrevocable Trust and the related schedules on pages 3 to 5 as of February 28, 2010 and for the two months then ended, in accordance with Statements on Standards for Accounting and Review Services issued by the American Institute of Certified Public Accountants.

A compilation is limited to presenting in the form of financial statements information that is the representation of the trustee of the Sharon M. Harold Irrevocable Trust. We have not audited or reviewed the accompanying financial statements and, accordingly, do not express an opinion or any other form of assurance on them.

The trustee has elected to omit substantially all of the disclosures required by generally accepted accounting principles. If the omitted disclosures were included in the financial statements, they might influence the user's conclusions about the Trust's financial position, results of trust activities, and cash flows. Accordingly, these financial statements are not designed for those who are not informed about such matters.

We are not independent with respect to the Sharon M. Harold Irrevocable Trust.



McCord and Llewellyn Accountancy Corporation

March 5, 2010

SHARON M. HAROLD IRREVOCABLE TRUST
SUMMARY OF ACCOUNT
THREE MONTHS ENDED MARCH 31, 2010

CHARGES

ASSETS ON HAND - JANUARY 1, 2010	
SCHEDULE A	<u>\$ 538,849.59</u>
 TOTAL CHARGES	 <u>\$ 538,849.59</u>

CREDITS

DISBURSEMENTS - JANUARY 1, 2010 TO FEBRUARY 28, 2010	
SCHEDULE C	\$ 1,120.00
 ASSET ON HAND - FEBRUARY 28, 2010	
SCHEDULE E	533,529.59
 DISTRIBUTIONS	
SCHEDULE D	<u>4,200.00</u>
 TOTAL CREDITS	 <u>\$ 538,849.59</u>

See accountant's compilation report

SHARON M. HAROLD IRREVOCABLE TRUST
SCHEDULE A
ASSETS ON HAND
JANUARY 1, 2010

<u>DESCRIPTION</u>	<u>AMOUNT</u>
Cash in Bank of America	<u>\$ 538,849.59</u>

See accountant's compilation report.

SHARON M. HAROLD IRREVOCABLE TRUST
SCHEDULE C
DISBURSEMENTS
JANUARY 1, 2010 TO MARCH 31, 2010

DATE	PAYEE	PURPOSE	AMOUNT
2/18/2010	McCord & Llewellyn	Tax Preparation	\$ 500.00
2/18/2010	McCord & Llewellyn	Trustees Fees	620.00
			<u>\$ 1,120.00</u>

See accountant's compilation report.

SHARON M. HAROLD IRREVOCABLE TRUST
SCHEDULE E
ASSETS ON HAND
MARCH 31, 2010

DESCRIPTION	AMOUNT
Cash in Bank of America	<u>\$ 533,529.89</u>

See accountant's compilation report.

Sharon M Harold Irrevocable Trust
Prepared Financial Statements
December 31, 2010

Llewellyn Accountancy Corporation
1150 Foothill Boulevard, Suite G
La Cañada, California 91011
(818) 952-1040

To David Paice, Trustee
Sharon M Harold Irrevocable Trust
Burien, Washington

The accompanying financial statements of the Sharon M Harold Irrevocable Trust as of December 31, 2010 and for the period March 10, 2010 to December 31, 2010, were not subjected to an audit, review, or compilation engagement by us and we do not express an opinion, a conclusion, nor provide any assurance on them.

The Trustee has elected to omit substantially all of the disclosures required by accounting principles generally accepted in the United States of America. If the omitted disclosures were included in the financial statements, they might influence the user's conclusions about the trust's financial statements. Accordingly, the financial statements are not designed for those who are not informed about such matters.


La Cañada, California

June 29, 2022

SHARON M HAROLD IRREVOCABLE TRUST
Accounting of Trustee
For Period March 10, 2010 to December 31, 2010

SUMMARY OF ACCOUNT

CHARGES

Property on Hand at Beginning of Accounting Period (<u>Schedule A</u>)	\$ -
Additional Property Received During the Accounting Period (Schedule B)	537,029.59
Receipts During Period of Accounting (<u>Schedule C</u>):	20,675.29
Other Charges (<u>Schedule E</u>):	<u>3,914.69</u>
Total Charges:	<u><u>\$561,619.57</u></u>

CREDITS

Disbursements (<u>Schedule G</u>):	\$ 1,232.50
Losses on Sale of Assets (Schedule H)	109.18
Distributions to Beneficiaries/Trustee (<u>Schedule J</u>):	30,214.00
Property on Hand at End of Accounting Period (<u>Schedule L</u>):	<u>530,063.89</u>
Total Credits:	<u><u>\$561,619.57</u></u>

SHARON M HAROLD IRREVOCABLE TRUST
Accounting of Trustee
For Period March 10, 2010 to December 31, 2010

SCHEDULE A - PROPERTY ON HAND AT BEGINNING OF ACCOUNTING PERIOD

<u>DESCRIPTION</u>	<u>AMOUNT</u>
Cash in Boeing Employees' Credit Union (BECU) (account [REDACTED] 9232)	\$ -
Cash in BECU (account [REDACTED] 9307)	-
LPL Financial account # [REDACTED]-4662 Cash Account	-
LPL Financial account # [REDACTED]-4662 Investments	-
	<hr/>
TOTAL Property on Hand as of March 10, 2010	<u>\$ -</u>

SHARON M HAROLD IRREVOCABLE TRUST

Accounting of Trustee

For Period March 10, 2010 to December 31, 2010

**SCHEDULE B - ADDITIONAL PROPERTY RECEIVED DURING ACCOUNTING
PERIOD
(Not Listed on Schedule A)**

<u>DATE</u>	<u>PAYOR</u>	<u>DESCRIPTION</u>	<u>VALUE</u>
3-10-2010	John McCord	Transferred from prior trustee	\$ 533,529.59
8-12-2010	Joseph Daley Family Trust	Distribution from the J. Daley Family Trust per assignment by Sharon Harold	3,500.00
TOTAL			\$ 537,029.59

SHARON M HAROLD IRREVOCABLE TRUST

Accounting of Trustee

For Period March 10, 2010 to December 31, 2010

**SCHEDULE C - RECEIPTS RECEIVED DURING THE ACCOUNTING PERIOD
(Other Than Items Listed On Schedule A & B)**

<u>Date</u>	<u>Payor</u>	<u>Description</u>	<u>Amount</u>
2010	BECU	Interest	\$ 161.24
2010	LPL Financial	Dividends, Interest	<u>20,514.05</u>
TOTAL RECEIPTS			<u>\$ 20,675.29</u>

SHARON M HAROLD IRREVOCABLE TRUST
Accounting of Trustee
For Period March 10, 2010 to December 31, 2010

SCHEDULE E - OTHER CHARGES

Increase in value of Investments	\$ 3,914.69
TOTAL	<u>\$ 3,914.69</u>

SHARON M HAROLD IRREVOCABLE TRUST
Accounting of Trustee
For Period March 10, 2010 to December 31, 2010

SCHEDULE G - DISBURSEMENTS

<u>Date of Payment</u>	<u>Check No.</u>	<u>Payee and Purpose of Payment</u>	<u>Amount</u>
4/25/2010	1002	McCord and Llewellyn Accountancy - Tax Preparation	\$ 702.50
4/21/2010	1001	The Hathaway Law Firm - Legal Fees	530.00
			<u><u>\$1,232.50</u></u>

SHARON M HAROLD IRREVOCABLE TRUST
Accounting of Trustee
For Period March 10, 2010 to December 31, 2010

SCHEDULE H - LOSSES ON SALES OR OTHER DISPOSITIONS

<u>DATE</u>	<u>DESCRIPTION</u>	<u>BEGINNING VALUE</u>	<u>GROSS SALES PRICE</u>	<u>LOSS</u>
04/06/10	Lord Abbett	50,109.18	50,000.00	<u>\$109.18</u>
	TOTAL			<u><u>\$109.18</u></u>

SHARON M HAROLD IRREVOCABLE TRUST
Accounting of Trustee
For Period March 10, 2010 to December 31, 2010

SCHEDULE J - DISTRIBUTIONS TO BENEFICIARY

<u>Date of Payment</u>	<u>Check No.</u>	<u>Name</u>	<u>Amount</u>
3/29/2010	CASHIERS	Sharon Harold - Distribution (Note 1)	\$ 8,000.00
4/25/2010	1003	Sharon Harold - Distribution	2,000.00
5/27/2010	1004	Sharon Harold - Distribution	1,700.00
6/27/2010	1005	Sharon Harold - Distribution	1,700.00
6/30/2010	1006	Sharon Harold - Distribution	500.00
7/18/2010	1007	Sharon Harold - Distribution	1,700.00
8/17/2010	1008	Sharon Harold - For expenses incurred	3,500.00
8/23/2010	1010	Sharon Harold - Distribution	1,700.00
9/12/2010	1011	Sharon Harold - Distribution	300.00
10/1/2010	1012	Sharon Harold - Distribution	2,100.00
10/30/2010	1013	Sharon Harold - Distribution	2,100.00
11/30/2010	1014	Sharon Harold - Distribution	2,100.00
12/21/2010	1015	Oregon Imaging Center - Medical Exp Sharon	714.00
12/29/2010	1016	Sharon Harold - Distribution	2,100.00
TOTAL			<u><u>\$30,214.00</u></u>

Note 1 Documentation for cashiers check for \$8,000 on 3/29/2010
is pending.

SHARON M HAROLD IRREVOCABLE TRUST
Accounting of Trustee
For Period March 10, 2010 to December 31, 2010

**SCHEDULE L - PROPERTY ON HAND AT END
OF ACCOUNTING PERIOD**

<u>DESCRIPTION</u>	<u>AMOUNT</u>
Cash in BECU (account [REDACTED] 9232)	\$ 553.34
Cash in BECU (account [REDACTED] 9349)	22,694.73
LPL Financial account # [REDACTED]-4662 Cash Account	3,010.31
LPL Financial account # [REDACTED]-4662 Investments	503,805.51
TOTAL Property on Hand as of December 31, 2010	<u>\$ 530,063.89</u>

Sharon M Harold Irrevocable Trust
Prepared Financial Statements
December 31, 2012

Llewellyn Accountancy Corporation
1150 Foothill Boulevard, Suite G
La Cañada, California 91011
(818) 952-1040

To David Paice, Trustee
Sharon M Harold Irrevocable Trust
Burien, Washington

The accompanying financial statements of the Sharon M Harold Irrevocable Trust as of and for the two years ended December 31, 2012, were not subjected to an audit, review, or compilation engagement by us and we do not express an opinion, a conclusion, nor provide any assurance on them.

The Trustee has elected to omit substantially all of the disclosures required by accounting principles generally accepted in the United States of America. If the omitted disclosures were included in the financial statements, they might influence the user's conclusions about the trust's financial statements. Accordingly, the financial statements are not designed for those who are not informed about such matters.


La Cañada, California

June 8, 2022

SHARON M HAROLD IRREVOCABLE TRUST
Accounting of Trustee
For Period January 1, 2011 to December 31, 2012

SUMMARY OF ACCOUNT

CHARGES

Property on Hand at Beginning of Accounting Period (<u>Schedule A</u>)	\$ 530,063.89
Additional Property Received During accounting period(<u>Schedule B</u>):	13,200.00
Receipts During Period of Accounting (<u>Schedule C</u>):	44,425.25
Gains on Sales or Other Dispositions (<u>Schedule D</u>):	7,007.73
Other Charges (<u>Schedule E</u>):	<u>7,562.92</u>
Total Charges:	<u><u>\$602,259.79</u></u>

CREDITS

Disbursements (<u>Schedule G</u>):	\$ 3,674.00
Distributions to Beneficiaries/Trustee (<u>Schedule J</u>):	78,421.00
Property on Hand at End of Accounting Period (<u>Schedule L</u>):	<u>520,164.79</u>
Total Credits:	<u><u>\$602,259.79</u></u>

SHARON M HAROLD IRREVOCABLE TRUST
Accounting of Trustee
For Period January 1, 2011 to December 31, 2012

SCHEDULE A - PROPERTY ON HAND AT BEGINNING OF ACCOUNTING PERIOD

<u>DESCRIPTION</u>	<u>AMOUNT</u>
Cash in Boeing Employees' Credit Union (BECU) (account [REDACTED] 9349)	\$ 22,694.73
Cash in BECU (account [REDACTED] 9232)	553.34
LPL Financial account # [REDACTED]-4662 Cash Account	3,010.31
LPL Financial account # [REDACTED]-4662 Investments	<u>503,805.51</u>
 TOTAL Property on Hand as of January 1, 2011	 <u>\$ 530,063.89</u>

SHARON M HAROLD IRREVOCABLE TRUST

Accounting of Trustee

For Period January 1, 2011 to December 31, 2012

**SCHEDULE B - ADDITIONAL PROPERTY RECEIVED DURING ACCOUNTING
PERIOD
(Not Listed on Schedule A)**

<u>DATE</u>	<u>PAYOR</u>	<u>DESCRIPTION</u>	<u>VALUE</u>
2/3/2011	Joseph Daley Family Trust	Distribution from the J. Daley Family Trust per assignment by Sharon Harold	\$ 1,200.00
4/7/2011	Joseph Daley Family Trust	Distribution from the J. Daley Family Trust per assignment by Sharon Harold	3,000.00
6/30/2011	Joseph Daley Family Trust	Distribution from the J. Daley Family Trust per assignment by Sharon Harold	1,500.00
11/3/2011	Joseph Daley Family Trust	Distribution from the J. Daley Family Trust per assignment by Sharon Harold	1,500.00
12/14/2011	Joseph Daley Family Trust	Distribution from the J. Daley Family Trust per assignment by Sharon Harold	6,000.00
TOTAL			\$ 13,200.00

SHARON M HAROLD IRREVOCABLE TRUST
Accounting of Trustee
For Period January 1, 2011 to December 31, 2012

SCHEDULE C - RECEIPTS RECEIVED DURING THE ACCOUNTING PERIOD
(Other Than Items Listed On Schedule A & B)

<u>Date</u>	<u>Payor</u>	<u>Description</u>	<u>Amount</u>
2011	BECU	Interest	\$ 111.65
2011	LPL Financial	Dividends, Interest	24,469.37
2012	BECU	Interest	79.79
2012	LPL Financial	Dividends, Interest	<u>19,764.44</u>
TOTAL RECEIPTS			<u><u>\$ 44,425.25</u></u>

SHARON M HAROLD IRREVOCABLE TRUST

Accounting of Trustee

For Period January 1, 2011 to December 31, 2012

SCHEDULE D - GAINS ON SALES OR OTHER DISPOSITIONS

<u>DATE</u>	<u>DESCRIPTION</u>	<u>BEGINNING VALUE</u>	<u>GROSS SALES PRICE*</u>	<u>GAIN</u>
2012	LPL Sales of Original Investments	503,805.51	510,794.65	\$ 6,989.14
2/21/2012	Lord Abbett	4,471.00	4,489.59	<u>18.59</u>
	TOTAL			<u>\$ 7,007.73</u>

SHARON M HAROLD IRREVOCABLE TRUST
Accounting of Trustee
For Period January 1, 2011 to December 31, 2012

SCHEDULE E - OTHER CHARGES

Increase in value of Investments	<u>\$ 7,582.92</u>
TOTAL	<u><u>\$ 7,562.92</u></u>

SHARON M HAROLD IRREVOCABLE TRUST
Accounting of Trustee
For Period January 1, 2011 to December 31, 2012

SCHEDULE G - DISBURSEMENTS

<u>Date of Payment</u>	<u>Check No.</u>	<u>Payee and Purpose of Payment</u>	<u>Amount</u>
3/24/2011	1020	Llewellyn Accountancy - Tax Preparation	\$ 500.00
2011	n/a	LPL - Bank Fee	30.00
1/31/2012	1038	Voided	-
3/13/2012	1040	United States Treasury - Taxes	11.00
4/17/2012	1043	Llewellyn Accountancy - Tax Preparation	1,075.00
5/29/2012	1046	Voided	-
5/29/2012	1047	United States Treasury - Taxes	1,143.00
6/13/2012	1048	United States Treasury - Taxes	560.00
11/19/2012	1054	United States Treasury - Taxes	280.00
2012	n/a	BECU - Bank Fee	75.00
			<u>\$3,674.00</u>

SHARON M HAROLD IRREVOCABLE TRUST
Accounting of Trustee
For Period January 1, 2011 to December 31, 2012

SCHEDULE J - DISTRIBUTIONS TO BENEFICIARY

<u>Date of Payment</u>	<u>Check No.</u>	<u>Name</u>	<u>Amount</u>
1/18/2011	1017	Sharon Harold - Distribution	\$ 3,000.00
1/31/2011	1018	Sharon Harold - Distribution	2,100.00
3/3/2011	1019	Sharon Harold - Distribution	2,100.00
3/28/2011	1021	Sharon Harold - Distribution	2,100.00
4/27/2011	1023	Sharon Harold - Distribution	5,100.00
5/27/2011	1024	Sharon Harold - Distribution	2,100.00
6/28/2011	1025	Sharon Harold - Distribution	2,100.00
7/13/2011	1027	Sharon Harold - Distribution	1,000.00
7/31/2011	1028	Sharon Harold - Distribution	2,600.00
8/30/2011	1029	Sharon Harold - Distribution	2,100.00
9/30/2011	1031	Sharon Harold - Distribution	2,100.00
10/18/2011	1032	Sharon Harold - Distribution	500.00
11/1/2011	1033	Sharon Harold - Distribution	2,100.00
11/30/2011	1034	Sharon Harold - Distribution	2,600.00
12/15/2011	1035	Sharon Harold - Distribution	6,000.00
12/31/2011	1036	Sharon Harold - Distribution	2,100.00
1/7/2012	1037	Sharon Harold - Distribution	500.00
1/25/2012	1030	Sharon Harold - Distribution	4,100.00
1/31/2012	1039	Chase - Carpet for Sharon	6,321.00
2/12/2012	1041	Sharon Harold - Distribution	2,500.00
3/29/2012	1042	Sharon Harold - Distribution	2,500.00
4/27/2012	1044	Sharon Harold - Distribution	2,500.00
5/29/2012	1045	Sharon Harold - Distribution	2,500.00
6/29/2012	1049	Sharon Harold - Distribution	2,500.00
7/29/2012	1050	Sharon Harold - Distribution	2,500.00
8/29/2012	1051	Sharon Harold - Distribution	2,500.00
9/29/2012	1052	Sharon Harold - Distribution	2,500.00
10/31/2012	1053	Sharon Harold - Distribution	2,500.00
12/10/2012	wire	Sharon Harold - Distribution	2,500.00
11/23/2012	1061	Sharon Harold - Distribution	300.00
12/29/2012	1062	Sharon Harold - Distribution	2,500.00
TOTAL			<u>\$78,421.00</u>

SHARON M HAROLD IRREVOCABLE TRUST
Accounting of Trustee
For Period January 1, 2011 to December 31, 2012

**SCHEDULE L - PROPERTY ON HAND AT END
OF ACCOUNTING PERIOD**

<u>DESCRIPTION</u>	<u>AMOUNT</u>
Cash in BECU (account [REDACTED] 9349)	\$ 6,717.23
Cash in BECU (account [REDACTED] 9232)	28.32
Cash in BECU (account [REDACTED] 9307)	0.08
LPL Financial account # [REDACTED]-4662 Cash Account	5,856.24
LPL Financial account # [REDACTED]-4662 Investments	<u>507,562.92</u>
TOTAL Property on Hand as of December 31, 2012	<u><u>\$ 520,164.79</u></u>

Sharon M Harold Irrevocable Trust
Prepared Financial Statements
December 31, 2014

Llewellyn Accountancy Corporation
1150 Foothill Boulevard, Suite G
La Cañada, California 91011
(818) 952-1040

To David Paice, Trustee
Sharon M Harold Irrevocable Trust
Burien, Washington

The accompanying financial statements of the Sharon M Harold Irrevocable Trust as of and for the two years ended December 31, 2014, were not subjected to an audit, review, or compilation engagement by us and we do not express an opinion, a conclusion, nor provide any assurance on them.

The Trustee has elected to omit substantially all of the disclosures required by accounting principles generally accepted in the United States of America. If the omitted disclosures were included in the financial statements, they might influence the user's conclusions about the trust's financial statements. Accordingly, the financial statements are not designed for those who are not informed about such matters.


La Cañada, California

June 8, 2022

SHARON M HAROLD IRREVOCABLE TRUST
Accounting of Trustee
For Period January 1, 2013 to December 31, 2014

SUMMARY OF ACCOUNT

CHARGES

Property on Hand at Beginning of Accounting Period (<u>Schedule A</u>)	\$ 520,164.79
Receipts During Period of Accounting (<u>Schedule C</u>):	57,019.35
Gains on Sales or Other Dispositions (<u>Schedule D</u>):	1,734.62
Other Charges (<u>Schedule E</u>):	<u>39,022.74</u>
Total Charges:	<u><u>\$617,941.50</u></u>

CREDITS

Disbursements (<u>Schedule G</u>):	\$ 5,728.07
Distributions to Beneficiaries/Trustee (<u>Schedule J</u>):	75,100.00
Property on Hand at End of Accounting Period (<u>Schedule L</u>):	<u>537,113.43</u>
Total Credits:	<u><u>\$617,941.50</u></u>

SHARON M HAROLD IRREVOCABLE TRUST
Accounting of Trustee
For Period January 1, 2013 to December 31, 2014

SCHEDULE A - PROPERTY ON HAND AT BEGINNING OF ACCOUNTING PERIOD

<u>DESCRIPTION</u>	<u>AMOUNT</u>
Cash in Boeing Employees' Credit Union (BECU) (account [REDACTED] 9349)	\$ 6,717.23
Cash in BECU (account [REDACTED] 9232)	28.32
Cash in BECU (account [REDACTED] 9307)	0.08
LPL Financial account # [REDACTED] -4662 Cash Account	5,856.24
LPL Financial account # [REDACTED] -4662 Investments	<u>507,562.92</u>
 TOTAL Property on Hand as of January 1, 2013	 <u><u>\$ 520,164.79</u></u>

SHARON M HAROLD IRREVOCABLE TRUST

Accounting of Trustee

For Period January 1, 2013 to December 31, 2014

**SCHEDULE C - RECEIPTS RECEIVED DURING THE ACCOUNTING PERIOD
(Other Than Items Listed On Schedule A & B)**

<u>Date</u>	<u>Payor</u>	<u>Description</u>	<u>Amount</u>
2013	BECU	Interest	\$ 30.15
2013	LPL	Dividends, Interest	23,941.77
2014	BECU	Interest	29.10
2014	LPL	Dividends, Interest	<u>33,018.33</u>
TOTAL RECEIPTS			<u><u>\$ 57,019.35</u></u>

SHARON M HAROLD IRREVOCABLE TRUST

Accounting of Trustee

For Period January 1, 2013 to December 31, 2014

SCHEDULE D - GAINS ON SALES OR OTHER DISPOSITIONS

<u>DATE</u>	<u>DESCRIPTION</u>	<u>BEGINNING VALUE</u>	<u>GROSS SALES PRICE*</u>	<u>GAIN</u>
1/9/2013	Fidelity Advisor Mutual Fund	9,488.43	9,932.00	\$ 443.57
4/2/2013	Fidelity Advisor Mutual Fund	23,708.95	25,000.00	1,291.05
	TOTAL			<u><u>\$ 1,734.62</u></u>

SHARON M HAROLD IRREVOCABLE TRUST
Accounting of Trustee
For Period January 1, 2013 to December 31, 2014

SCHEDULE E - OTHER CHARGES

Increase in value of Investments	<u>\$ 39,022.74</u>
TOTAL	<u><u>\$ 39,022.74</u></u>

SHARON M HAROLD IRREVOCABLE TRUST
Accounting of Trustee
For Period January 1, 2013 to December 31, 2014

SCHEDULE G - DISBURSEMENTS

<u>Date of Payment</u>	<u>Check No.</u>	<u>Payee and Purpose of Payment</u>	<u>Amount</u>
3/20/2013	1057	United States Treasury - Taxes	\$ 1,473.00
3/20/2013	1058	Llewellyn Accountancy - Tax Preparation	540.00
5/16/2013	wire	United States Treasury - Taxes	370.00
6/17/2013	wire	Llewellyn Accountancy - Tax Preparation	370.00
9/16/2013	wire	United States Treasury - Taxes	370.00
3/22/2014	1042	United States Treasury - Taxes	219.00
4/30/2014	1043	United States Treasury - Taxes	340.00
4-30-2014	1044	United States Treasury - Taxes	744.91
4-30-2014	1045	Llewellyn Accountancy - Tax Preparation	550.00
5-23-2014	wire	David Paice - Trust Expenses	71.16
6-10-2014	1046	United States Treasury - Taxes	340.00
9-15-2014	1048	United States Treasury - Taxes	340.00
			<u><u>\$5,728.07</u></u>

SHARON M HAROLD IRREVOCABLE TRUST
Accounting of Trustee
For Period January 1, 2013 to December 31, 2014

SCHEDULE J - DISTRIBUTIONS TO BENEFICIARY

<u>Date of Payment</u>	<u>Check No.</u>	<u>Name</u>	<u>Amount</u>
1/13/2013	1055	Sharon Harold - Distribution	\$ 2,500.00
1/9/2013	1063	Sharon Harold - Distribution	8,000.00
2/27/2013	1056	Sharon Harold - Distribution	2,500.00
3/29/2013	1059	Sharon Harold - Distribution	2,500.00
4/27/2013	995002	Sharon Harold - Distribution	2,500.00
5/27/2013	995007	Sharon Harold - Distribution	2,500.00
5/22/2013	1064	Sharon Harold - Distribution	200.00
6/25/2013	wire	Sharon Harold - Distribution	2,500.00
7/25/2013	wire	Sharon Harold - Distribution	2,500.00
9/1/2013	1026	Sharon Harold - Distribution	2,500.00
9/25/2013	1060	Sharon Harold - Distribution	2,500.00
10/25/2013	wire	Sharon Harold - Distribution	2,500.00
10/31/2013	wire	Sharon Harold - Distribution	1,250.00
11/26/2013	wire	Sharon Harold - Distribution	2,500.00
12/27/2013	wire	Sharon Harold - Distribution	2,500.00
1/19/2014	1066	Sharon Harold - Distribution	3,250.00
3/4/2014	1041	Sharon Harold - Distribution	2,500.00
3/25/2014	wire	Sharon Harold - Distribution	2,500.00
4/24/2014	wire	Sharon Harold - Distribution	2,500.00
5/22/2014	wire	Sharon Harold - Distribution	3,000.00
7/2/2014	1047	Sharon Harold - Distribution	3,000.00
7/23/2014	wire	Sharon Harold - Distribution	3,000.00
8/4/2014	wire	Sharon Harold - Distribution	900.00
8/22/2014	wire	Sharon Harold - Distribution	2,500.00
9/22/2014	wire	Sharon Harold - Distribution	2,500.00
10/24/2014	wire	Sharon Harold - Distribution	2,500.00
11/24/2014	wire	Sharon Harold - Distribution	2,500.00
12/19/2014	wire	Sharon Harold - Distribution	5,000.00
TOTAL			<u>\$75,100.00</u>

SHARON M HAROLD IRREVOCABLE TRUST

Accounting of Trustee

For Period January 1, 2013 to December 31, 2014

**SCHEDULE L - PROPERTY ON HAND AT END
OF ACCOUNTING PERIOD**

<u>DESCRIPTION</u>	<u>AMOUNT</u>
Cash in BECU (account [REDACTED] 9232)	\$ 31.02
Cash in BECU (account [REDACTED] 9307)	20,137.78
LPL Financial account # [REDACTED]-4662 Cash Account	3,556.35
LPL Financial account # [REDACTED]-4662 Investments	513,388.28
TOTAL Property on Hand as of December 31, 2014	<u>\$ 537,113.43</u>


Sharon M Harold Irrevocable Trust
Prepared Financial Statements
December 31, 2016

Llewellyn Accountancy Corporation
1150 Foothill Boulevard, Suite G
La Cañada, California 91011
(818) 952-1040

To David Paice, Trustee
Sharon M Harold Irrevocable Trust
Burien, Washington

The accompanying financial statements of the Sharon M Harold Irrevocable Trust as of and for the two years ended December 31, 2016, were not subjected to an audit, review, or compilation engagement by us and we do not express an opinion, a conclusion, nor provide any assurance on them.

The Trustee has elected to omit substantially all of the disclosures required by accounting principles generally accepted in the United States of America. If the omitted disclosures were included in the financial statements, they might influence the user's conclusions about the trust's financial statements. Accordingly, the financial statements are not designed for those who are not informed about such matters.


La Cañada, California

June 29, 2022

SHARON M HAROLD IRREVOCABLE TRUST
Accounting of Trustee
For Period January 1, 2015 to December 31, 2016

SUMMARY OF ACCOUNT

CHARGES

Property on Hand at Beginning of Accounting Period (<u>Schedule A</u>)	\$ 537,113.43
Receipts During Period of Accounting (<u>Schedule C</u>):	<u>44,313.25</u>
Total Charges:	<u><u>\$581,426.68</u></u>

CREDITS

Disbursements (<u>Schedule G</u>):	\$ 4,784.00
Losses on Sales or Other Dispositions (<u>Schedule H</u>):	3,647.01
Distributions to Beneficiaries/Trustee (<u>Schedule J</u>):	64,453.03
Other Credits (<u>Schedule K</u>):	3,942.94
Property on Hand at End of Accounting Period (<u>Schedule L</u>):	<u>504,599.70</u>
Total Credits:	<u><u>\$581,426.68</u></u>

SHARON M HAROLD IRREVOCABLE TRUST
Accounting of Trustee
For Period January 1, 2015 to December 31, 2016

SCHEDULE A - PROPERTY ON HAND AT BEGINNING OF ACCOUNTING PERIOD

<u>DESCRIPTION</u>	<u>AMOUNT</u>
Cash in Boeing Employees' Credit Union (account [REDACTED] 9232)	\$ 31.02
Cash in BECU (account [REDACTED] 9307)	20,137.78
LPL Financial account # [REDACTED]-4662 Cash Account	3,556.35
LPL Financial account # [REDACTED]-4662 Investments	<u>513,388.28</u>
 TOTAL Property on Hand as of January 1, 2015	 <u><u>\$ 537,113.43</u></u>

SHARON M HAROLD IRREVOCABLE TRUST
Accounting of Trustee
For Period January 1, 2015 to December 31, 2016

SCHEDULE C - RECEIPTS RECEIVED DURING THE ACCOUNTING PERIOD
(Other Than Items Listed On Schedule A & B)

<u>Date</u>	<u>Payor</u>	<u>Description</u>	<u>Amount</u>
2015	BECU	Interest	\$ 27.70
2015	LPL Financial	Dividends, Interest	24,820.97
2016	BECU	Interest	31.07
2016	LPL Financial	Dividends, Interest	<u>19,433.51</u>
TOTAL RECEIPTS			<u><u>\$ 44,313.25</u></u>

SHARON M HAROLD IRREVOCABLE TRUST
Accounting of Trustee
For Period January 1, 2015 to December 31, 2016

SCHEDULE G - DISBURSEMENTS

<u>Date of Payment</u>	<u>Check No.</u>	<u>Payee and Purpose of Payment</u>	<u>Amount</u>
1/15/2015	1101	United States Treasury - Taxes	\$ 340.00
4/13/2015	1049	United States Treasury - Taxes	1,304.00
6/8/2015	1050	United States Treasury - Taxes	670.00
6/8/2015	1051	United States Treasury - Taxes	670.00
6/8/2015	1052	Llewellyn Accountancy - Tax Preparation	560.00
9/5/2015	1053	United States Treasury - Taxes	670.00
5/12/2016	wire	Llewellyn Accountancy - Tax Preparation	570.00
			<u><u>\$4,784.00</u></u>

SHARON M HAROLD IRREVOCABLE TRUST
Accounting of Trustee
For Period January 1, 2015 to December 31, 2016

SCHEDULE H - LOSSES ON SALES OR OTHER DISPOSITIONS

<u>DATE</u>	<u>DESCRIPTION</u>	<u>BEGINNING VALUE</u>	<u>GROSS SALES PRICE</u>	<u>LOSS</u>
01/14/16	Fidelity Advisor Mutual Fund	28,647.01	25,000.00	<u>\$3,647.01</u>
	TOTAL			<u>\$3,647.01</u>

SHARON M HAROLD IRREVOCABLE TRUST
Accounting of Trustee
For Period January 1, 2015 to December 31, 2016

SCHEDULE J - DISTRIBUTIONS TO BENEFICIARY

<u>Date of Payment</u>	<u>Check No.</u>	<u>Name</u>	<u>Amount</u>
1/26/2015	wire	Sharon Harold - Distribution	\$ 2,500.00
3/2/2015	wire	Sharon Harold - Distribution	2,500.00
3/30/2015	wire	Sharon Harold - Distribution	2,500.00
4/27/2015	wire	Sharon Harold - Distribution	2,500.00
5/27/2015	wire	Sharon Harold - Distribution	2,500.00
6/29/2015	wire	Sharon Harold - Distribution	2,500.00
7/27/2015	wire	Sharon Harold - Distribution	2,500.00
8/27/2015	wire	Sharon Harold - Distribution	2,500.00
9/24/2015	wire	Sharon Harold - Distribution	3,002.00
10/26/2015	wire	Sharon Harold - Distribution	2,500.00
11/24/2015	wire	Sharon Harold - Distribution	3,000.00
12/28/2015	wire	Sharon Harold - Distribution	2,500.00
1/26/2016	wire	Sharon Harold - Distribution	2,500.00
2/26/2016	wire	Sharon Harold - Distribution	2,500.00
3/25/2016	wire	Sharon Harold - Distribution	2,500.00
4/5/2016	wire	Sharon Harold - Disneyland (Note 1)	370.45
4/13/2016	wire	Sharon Harold - Disneyland (Note 1)	1,678.58
5/3/2016	wire	Sharon Harold - Distribution	2,502.00
5/31/2016	wire	Sharon Harold - Distribution	2,500.00
6/17/2016	wire	Sharon Harold - Distribution	1,400.00
6/27/2016	wire	Sharon Harold - Distribution	2,500.00
7/26/2016	wire	Sharon Harold - Distribution	2,500.00
8/24/2016	wire	Sharon Harold - Distribution	2,500.00
9/28/2016	wire	Sharon Harold - Distribution	2,500.00
10/24/2016	wire	Sharon Harold - Distribution	2,500.00
11/21/2016	wire	Sharon Harold - Distribution	2,500.00
12/22/2016	wire	Sharon Harold - Distribution	2,500.00
TOTAL			<u><u>\$64,453.03</u></u>

Note 1:

The distributions noted as "Disneyland" was a distribution made for the benefit and at the direction of Sharon Harold to pay for a trip to Disneyland for Sharon, Jenifer, Briana, and Ellie. David paid for the trip in order to obtain certain military discounts, but did not go on the trip, and was reimbursed.

SHARON M HAROLD IRREVOCABLE TRUST
Accounting of Trustee
For Period January 1, 2015 to December 31, 2016

SCHEDULE K - OTHER CREDITS

<u>Date of Payment</u>	<u>Check No.</u>	<u>Name</u>	<u>Amount</u>
		Decrease in Fair Value Investments	\$ <u>3,942.94</u>
TOTAL			\$ <u>3,942.94</u>

SHARON M HAROLD IRREVOCABLE TRUST
Accounting of Trustee
For Period January 1, 2015 to December 31, 2016

**SCHEDULE L - PROPERTY ON HAND AT END
OF ACCOUNTING PERIOD**

<u>DESCRIPTION</u>	<u>AMOUNT</u>
Cash in BECU (account [REDACTED] 9232)	\$ 33.61
Cash in BECU (account [REDACTED] 9307)	9,792.31
LPL Financial account # [REDACTED]-4662 Cash Account	13,975.45
LPL Financial account # [REDACTED]-4662 Investments	<u>480,798.33</u>
TOTAL Property on Hand as of December 31, 2016	<u>\$ 504,599.70</u>

Sharon M Harold Irrevocable Trust
Prepared Financial Statements
December 31, 2018

Llewellyn Accountancy Corporation
1150 Foothill Boulevard, Suite G
La Cañada, California 91011
(818) 952-1040

To David Paice, Trustee
Sharon M Harold Irrevocable Trust
Burien, Washington

The accompanying financial statements of the Sharon M Harold Irrevocable Trust as of and for the two years ended December 31, 2018, were not subjected to an audit, review, or compilation engagement by us and we do not express an opinion, a conclusion, nor provide any assurance on them.

The Trustee has elected to omit substantially all of the disclosures required by accounting principles generally accepted in the United States of America. If the omitted disclosures were included in the financial statements, they might influence the user's conclusions about the trust's financial statements. Accordingly, the financial statements are not designed for those who are not informed about such matters.

A handwritten signature in black ink that reads "Llewellyn Accountancy Corporation". The signature is written in a cursive, flowing style.

La Cañada, California

June 8, 2022

SHARON M HAROLD IRREVOCABLE TRUST
Accounting of Trustee
For Period January 1, 2017 to December 31, 2018

SUMMARY OF ACCOUNT

CHARGES

Property on Hand at Beginning of Accounting Period (<u>Schedule A</u>)	\$ 504,599.70
Additional Property Received During accounting period(<u>Schedule B</u>):	100,000.00
Receipts During Period of Accounting (<u>Schedule C</u>):	<u>79,063.60</u>
Total Charges:	<u><u>\$683,663.30</u></u>

CREDITS

Disbursements (<u>Schedule G</u>):	\$ 4,076.15
Distributions to Beneficiaries/Trustee (<u>Schedule J</u>):	72,000.00
Other Credits (<u>Schedule K</u>):	36,643.16
Property on Hand at End of Accounting Period (<u>Schedule L</u>):	<u>570,943.99</u>
Total Credits:	<u><u>\$683,663.30</u></u>

SHARON M HAROLD IRREVOCABLE TRUST
Accounting of Trustee
For Period January 1, 2017 to December 31, 2018

SCHEDULE A - PROPERTY ON HAND AT BEGINNING OF ACCOUNTING PERIOD

<u>DESCRIPTION</u>	<u>AMOUNT</u>
Cash in Boeing Employees' Credit Union (BECU) (account [REDACTED] 9232)	\$ 33.61
Cash in BECU (account [REDACTED] 9307)	9,792.31
LPL Financial account # [REDACTED]-4662 Cash Account	13,975.45
LPL Financial account # [REDACTED]-4662 Investments	<u>480,798.33</u>
 TOTAL Property on Hand as of January 1, 2017	 <u>\$ 504,599.70</u>

SHARON M HAROLD IRREVOCABLE TRUST

Accounting of Trustee

For Period January 1, 2017 to December 31, 2018

**SCHEDULE B - ADDITIONAL PROPERTY RECEIVED DURING ACCOUNTING
PERIOD**

(Not Listed on Schedule A)

<u>DATE</u>	<u>PAYOR</u>	<u>DESCRIPTION</u>	<u>VALUE</u>
3/23/2017	Joseph Daley Family Trust	Distribution from the J. Daley Family Trust per assignment by Sharon Harold	\$ 100,000.00
		TOTAL	\$ 100,000.00

SHARON M HAROLD IRREVOCABLE TRUST

Accounting of Trustee

For Period January 1, 2017 to December 31, 2018

**SCHEDULE C - RECEIPTS RECEIVED DURING THE ACCOUNTING PERIOD
(Other Than Items Listed On Schedule A & B)**

<u>Date</u>	<u>Payor</u>	<u>Description</u>	<u>Amount</u>
2017	BECU	Interest	\$ 35.74
2017	LPL Financial	Dividends, Interest	35,801.42
2018	BECU	Interest	30.21
2018	LPL Financial	Dividends, Interest	<u>43,196.23</u>
TOTAL RECEIPTS			\$ <u>79,063.60</u>

SHARON M HAROLD IRREVOCABLE TRUST
Accounting of Trustee
For Period January 1, 2017 to December 31, 2018
SCHEDULE G - DISBURSEMENTS

<u>Date of Payment</u>	<u>Check No.</u>	<u>Payee and Purpose of Payment</u>	<u>Amount</u>
4/18/2017	wire	Llewellyn Accountancy - Tax Preparation	\$ 565.00
8/4/2017	wire	David Paice - Airfare reimbursement (Note 1)	248.20
3/25/2018	1057	United States Treasury - Taxes	2,002.00
5/24/2018	wire	Llewellyn Accountancy - Tax Preparation	575.00
6/25/2018	1058	United States Treasury - Taxes	685.95
			<u>\$4,076.15</u>

Note 1 The reimbursement to David Paice: At Sharon Harold's request, David drove her to her home in Oregon from Seattle in Sharon's vehicle. David purchased an airline ticket back home to Seattle.

SHARON M HAROLD IRREVOCABLE TRUST
Accounting of Trustee
For Period January 1, 2017 to December 31, 2018

SCHEDULE J - DISTRIBUTIONS TO BENEFICIARY

<u>Date of Payment</u>	<u>Check No.</u>	<u>Name</u>	<u>Amount</u>
1/24/2017	wire	Sharon Harold - Distribution	\$ 2,500.00
2/23/2017	wire	Sharon Harold - Distribution	2,500.00
3/27/2017	wire	Sharon Harold - Distribution	2,500.00
4/25/2017	wire	Sharon Harold - Distribution	2,500.00
5/22/2017	wire	Sharon Harold - Distribution	2,500.00
6/29/2017	wire	Sharon Harold - Distribution	2,500.00
7/25/2017	wire	Sharon Harold - Distribution	2,500.00
8/29/2017	wire	Sharon Harold - Distribution	2,500.00
9/27/2017	wire	Sharon Harold - Distribution	2,500.00
10/31/2017	wire	Sharon Harold - Distribution	2,500.00
11/27/2017	wire	Sharon Harold - Distribution	2,500.00
12/28/2017	1056	Sharon Harold - Distribution	5,800.00
1/24/2018	wire	Sharon Harold - Distribution	2,500.00
2/13/2018	wire	Sharon Harold - Distribution	2,000.00
2/26/2018	wire	Sharon Harold - Distribution	2,500.00
3/14/2018	wire	Sharon Harold - Distribution	1,000.00
3/27/2018	wire	Sharon Harold - Distribution	2,500.00
4/24/2018	wire	Sharon Harold - Distribution	2,500.00
5/21/2018	wire	Sharon Harold - Distribution	3,000.00
6/26/2018	wire	Sharon Harold - Distribution	2,500.00
7/24/2018	wire	Sharon Harold - Distribution	2,500.00
8/21/2018	wire	Sharon Harold - Distribution	1,500.00
8/28/2018	wire	Sharon Harold - Distribution	2,500.00
9/20/2018	wire	Sharon Harold - Distribution	2,000.00
10/1/2018	wire	Sharon Harold - Distribution	2,500.00
10/23/2018	wire	Sharon Harold - Distribution	3,100.00
11/23/2018	wire	Sharon Harold - Distribution	500.00
12/4/2018	wire	Sharon Harold - Distribution	3,100.00
12/27/2018	wire	Sharon Harold - Distribution	2,500.00
TOTAL			<u>\$72,000.00</u>

SHARON M HAROLD IRREVOCABLE TRUST
Accounting of Trustee
For Period January 1, 2017 to December 31, 2018

SCHEDULE K - OTHER CREDITS

<u>Date of Payment</u>	<u>Check No.</u>	<u>Name</u>	<u>Amount</u>
		Decrease in Fair Value Investments	\$ <u>36,643.16</u>
TOTAL			\$ <u>36,643.16</u>

SHARON M HAROLD IRREVOCABLE TRUST
Accounting of Trustee
For Period January 1, 2017 to December 31, 2018

**SCHEDULE L - PROPERTY ON HAND AT END
OF ACCOUNTING PERIOD**

<u>DESCRIPTION</u>	<u>AMOUNT</u>
Cash in BECU (account [REDACTED] 9232)	\$ 37.69
Cash in BECU (account [REDACTED] 9307)	2,212.66
LPL Financial account # [REDACTED] -4662 Cash Account	54,538.47
LPL Financial account # [REDACTED] -4662 Investments	514,155.17
TOTAL Property on Hand as of December 31, 2018	<u>\$ 570,943.99</u>


Sharon M Harold Irrevocable Trust
Prepared Financial Statements
December 31, 2020

Llewellyn Accountancy Corporation
1150 Foothill Boulevard, Suite G
La Cañada, California 91011
(818) 952-1040

To David Paice, Trustee
Sharon M Harold Irrevocable Trust
Burien, Washington

The accompanying financial statements of the Sharon M Harold Irrevocable Trust as of and for the two years ended December 31, 2020, were not subjected to an audit, review, or compilation engagement by us and we do not express an opinion, a conclusion, nor provide any assurance on them.

The Trustee has elected to omit substantially all of the disclosures required by accounting principles generally accepted in the United States of America. If the omitted disclosures were included in the financial statements, they might influence the user's conclusions about the trust's financial statements. Accordingly, the financial statements are not designed for those who are not informed about such matters.


La Cañada, California

June 8, 2022

SHARON M HAROLD IRREVOCABLE TRUST
Accounting of Trustee
For Period January 1, 2019 to December 31, 2020

SUMMARY OF ACCOUNT

CHARGES

Property on Hand at Beginning of Accounting Period (<u>Schedule A</u>)	\$ 570,943.99
Receipts During Period of Accounting (<u>Schedule C</u>):	62,295.23
Other Charges (<u>Schedule E</u>):	<u>111,896.17</u>
Total Charges:	<u><u>\$745,135.39</u></u>

CREDITS

Disbursements (<u>Schedule G</u>):	\$ 9,609.00
Losses on Sales or Other Dispositions (<u>Schedule H</u>):	26,586.61
Distributions to Beneficiaries/Trustee (<u>Schedule J</u>):	66,771.94
Property on Hand at End of Accounting Period (<u>Schedule L</u>):	<u>642,167.84</u>
Total Credits:	<u><u>\$745,135.39</u></u>

SHARON M HAROLD IRREVOCABLE TRUST
Accounting of Trustee
For Period January 1, 2019 to December 31, 2020

SCHEDULE A - PROPERTY ON HAND AT BEGINNING OF ACCOUNTING PERIOD

<u>DESCRIPTION</u>	<u>AMOUNT</u>
Cash in Boeing Employees' Credit Union (BECU) (account [REDACTED] 9232)	\$ 37.69
Cash in BECU (account [REDACTED] 9307)	2,212.66
LPL Financial account # [REDACTED]-4662 Cash Account	54,538.47
LPL Financial account # [REDACTED]-4662 Investments	<u>514,155.17</u>
 TOTAL Property on Hand as of January 1, 2019	 <u><u>\$ 570,943.99</u></u>

SHARON M HAROLD IRREVOCABLE TRUST
Accounting of Trustee
For Period January 1, 2019 to December 31, 2020

SCHEDULE C - RECEIPTS RECEIVED DURING THE ACCOUNTING PERIOD
(Other Than Items Listed On Schedule A & B)

<u>Date</u>	<u>Payor</u>	<u>Description</u>	<u>Amount</u>
2019	BECU	Interest	\$ 27.22
2019	LPL Financial	Dividends, Interest	32,156.52
2020	BECU	Interest	12.46
2020	LPL Financial	Dividends, Interest	<u>30,099.03</u>
TOTAL RECEIPTS			\$ <u>62,295.23</u>

SHARON M HAROLD IRREVOCABLE TRUST
Accounting of Trustee
For Period January 1, 2019 to December 31, 2020

SCHEDULE E - OTHER CHARGES

Increase in value of Investments	\$ 110,896.17
7/26/2020 Received from David Paice	1,000.00
TOTAL	<u>\$ 111,896.17</u>

SHARON M HAROLD IRREVOCABLE TRUST
Accounting of Trustee
For Period January 1, 2019 to December 31, 2020
SCHEDULE G - DISBURSEMENTS

<u>Date of Payment</u>	<u>Check No.</u>	<u>Payee and Purpose of Payment</u>	<u>Amount</u>
4/11/2019	1103	United States Treasury - Taxes	\$ 4,957.00
5/21/2019	wire	Llewellyn Accountancy - Tax Preparation	595.00
7/18/2019	wire	Jenni Snell (Note 1)	25.00
4/30/2020	wire	Llewellyn Accountancy - Tax Preparation	600.00
4/23/2020	1104	United States Treasury - Taxes	2,432.00
7/26/2020	wire	David Paice (Note 2)	1,000.00
			<u>\$9,609.00</u>

Note 1 The \$25 payment to Jenni Snell was unknowingly made in error,
David Paice repaid the \$25 on June 24, 2022.

Note 2 The \$1,000 wire to David Paice: After David Paice accidentally
transferred \$1,000 out of the Trust to his personal account
on 7/26/2020, he immediately transferred the funds back to
the Trust. See Schedule E.

SHARON M HAROLD IRREVOCABLE TRUST
Accounting of Trustee
For Period January 1, 2019 to December 31, 2020

SCHEDULE H - LOSSES ON SALES OR OTHER DISPOSITIONS

<u>DATE</u>	<u>DESCRIPTION</u>	<u>BEGINNING VALUE</u>	<u>GROSS SALES PRICE</u>	<u>LOSS</u>
04/14/20	Fidelity Advisor Mutual Fund	150,000.00	123,413.39	<u>\$26,586.61</u>
	TOTAL			<u><u>\$26,586.61</u></u>

SHARON M HAROLD IRREVOCABLE TRUST
Accounting of Trustee
For Period January 1, 2019 to December 31, 2020

SCHEDULE J - DISTRIBUTIONS TO BENEFICIARY

<u>Date of Payment</u>	<u>Check No.</u>	<u>Name</u>	<u>Amount</u>
1/23/2019	wire	Sharon Harold - Distribution	\$ 2,500.00
2/19/2019	wire	Sharon Harold - Distribution	2,500.00
3/26/2019	wire	Sharon Harold - Distribution	2,500.00
4/23/2019	wire	Sharon Harold - Distribution	2,500.00
5/13/2019	wire	Sharon Harold - Distribution	700.00
5/22/2019	wire	Sharon Harold - Distribution	2,500.00
6/26/2019	wire	Sharon Harold - Distribution	2,500.00
7/22/2019	wire	Sharon Harold - Distribution	2,800.00
8/21/2019	wire	Sharon Harold - Distribution	2,500.00
9/22/2019	wire	Sharon Harold - Distribution	2,500.00
9/22/2019	wire	Sharon Harold - Distribution	1,000.00
10/13/2019	wire	Sharon Harold - Distribution	446.00
10/13/2019	wire	Sharon Harold - Distribution	525.94
10/13/2019	wire	Sharon Harold - Distribution	800.00
11/4/2019	wire	Sharon Harold - Distribution	2,500.00
11/22/2019	wire	Sharon Harold - Distribution	2,500.00
12/23/2019	wire	Sharon Harold - Distribution	3,000.00
1/25/2020	wire	Sharon Harold - Distribution	2,500.00
2/14/2020	wire	Sharon Harold - Distribution	500.00
2/26/2020	wire	Sharon Harold - Distribution	2,500.00
3/24/2020	wire	Sharon Harold - Distribution	2,500.00
4/23/2020	wire	Sharon Harold - Distribution	2,500.00
5/31/2020	wire	Sharon Harold - Distribution	2,500.00
6/25/2020	wire	Sharon Harold - Distribution	2,500.00
7/25/2020	wire	Sharon Harold - Distribution	2,500.00
8/25/2020	wire	Sharon Harold - Distribution	2,500.00
9/22/2020	wire	Sharon Harold - Distribution	2,500.00
10/26/2020	wire	Sharon Harold - Distribution	2,500.00
11/22/2020	wire	Sharon Harold - Distribution	3,500.00
12/22/2020	wire	Sharon Harold - Distribution	3,500.00
TOTAL			\$66,771.94

SHARON M HAROLD IRREVOCABLE TRUST
Accounting of Trustee
For Period January 1, 2019 to December 31, 2020

**SCHEDULE L - PROPERTY ON HAND AT END
OF ACCOUNTING PERIOD**

<u>DESCRIPTION</u>	<u>AMOUNT</u>
Cash in BECU (account [REDACTED] 9232)	\$ 41.27
Cash in BECU (account [REDACTED] 9307)	3,838.19
LPL Financial account # [REDACTED] 4662 Cash Account	39,823.65
LPL Financial account # [REDACTED] 4662 Investments	598,464.73
TOTAL Property on Hand as of December 31, 2020	<u>\$ 642,167.84</u>

Sharon M Harold Irrevocable Trust
Prepared Financial Statements
December 31, 2021

Llewellyn Accountancy Corporation
1150 Foothill Boulevard, Suite G
La Cañada, California 91011
(818) 952-1040

To David Paice, Trustee
Sharon M Harold Irrevocable Trust
Burien, Washinton

The accompanying financial statements of the Sharon M Harold Irrevocable Trust as of and for the year ended December 31, 2021, were not subjected to an audit, review, or compilation engagement by us and we do not express an opinion, a conclusion, nor provide any assurance on them.

The Trustee has elected to omit substantially all of the disclosures required by accounting principles generally accepted in the United States of America. If the omitted disclosures were included in the financial statements, they might influence the user's conclusions about the trust's financial statements. Accordingly, the financial statements are not designed for those who are not informed about such matters.

A handwritten signature in cursive script that reads "Llewellyn Accountancy Corporation".

La Cañada, California

June 8, 2022

SHARON M HAROLD IRREVOCABLE TRUST
Accounting of Trustee
For Period January 1, 2021 to December 31, 2021

SUMMARY OF ACCOUNT

CHARGES

Property on Hand at Beginning of Accounting Period (<u>Schedule A</u>)	\$ 642,167.84
Receipts During Period of Accounting (<u>Schedule C</u>):	52,297.76
Other Charges (<u>Schedule E</u>):	<u>54,076.59</u>
Total Charges:	<u><u>\$748,542.19</u></u>

CREDITS

Disbursements (<u>Schedule G</u>):	\$ 610.00
Distributions to Beneficiaries/Trustee (<u>Schedule J</u>):	39,877.00
Property on Hand at End of Accounting Period (<u>Schedule L</u>):	<u>708,055.19</u>
Total Credits:	<u><u>\$748,542.19</u></u>

SHARON M HAROLD IRREVOCABLE TRUST
Accounting of Trustee
For Period January 1, 2021 to December 31, 2021

SCHEDULE A - PROPERTY ON HAND AT BEGINNING OF ACCOUNTING PERIOD

<u>DESCRIPTION</u>	<u>AMOUNT</u>
Cash in Boeing Employees' Credit Union (BECU) (account [REDACTED] 9232)	\$ 41.27
Cash in BECU (account [REDACTED] 9307)	3,838.19
LPL Financial account # [REDACTED]-4662 Cash Account	39,823.65
LPL Financial account # [REDACTED]-4662 Investments	<u>598,464.73</u>
 TOTAL Property on Hand as of January 1, 2021	 <u>\$ 642,167.84</u>

SHARON M HAROLD IRREVOCABLE TRUST

Accounting of Trustee

For Period January 1, 2021 to December 31, 2021

**SCHEDULE C - RECEIPTS RECEIVED DURING THE ACCOUNTING PERIOD
(Other Than Items Listed On Schedule A & B)**

<u>Date</u>	<u>Payor</u>	<u>Description</u>	<u>Amount</u>
2021	BECU	Interest	\$ 4.07
2021	LPL Financial	Dividends, Interest	<u>52,293.69</u>
TOTAL RECEIPTS			<u>\$ 52,297.76</u>

SHARON M HAROLD IRREVOCABLE TRUST
Accounting of Trustee
For Period January 1, 2021 to December 31, 2021

SCHEDULE E - OTHER CHARGES

Increase in value of Investments	\$ 54,076.59
TOTAL	<u>\$ 54,076.59</u>

SHARON M HAROLD IRREVOCABLE TRUST
Accounting of Trustee
For Period January 1, 2021 to December 31, 2021
SCHEDULE G - DISBURSEMENTS

<u>Date of Payment</u>	<u>Check No.</u>	<u>Payee and Purpose of Payment</u>	<u>Amount</u>
4/23/2021	wire	Llewellyn Accountancy - Tax Preparation	\$ 610.00
			<u><u>\$610.00</u></u>

SHARON M HAROLD IRREVOCABLE TRUST
Accounting of Trustee
For Period January 1, 2021 to December 31, 2021

SCHEDULE J - DISTRIBUTIONS TO BENEFICIARY

<u>Date of Payment</u>	<u>Check No.</u>	<u>Name</u>	<u>Amount</u>
1/23/2021	wire	Sharon Harold - Distribution	\$ 3,500.00
2/25/2021	wire	Sharon Harold - Distribution	2,500.00
3/23/2021	wire	Sharon Harold - Distribution	2,500.00
4/26/2021	wire	Sharon Harold - Distribution	2,500.00
5/11/2021	wire	Sharon Harold - Distribution	2,500.00
5/29/2021	wire	Sharon Harold - Distribution	2,500.00
6/24/2021	wire	Sharon Harold - Distribution	2,500.00
7/23/2021	wire	Sharon Harold - Distribution	2,500.00
8/24/2021	wire	Sharon Harold - Distribution	2,500.00
8/30/2021	wire	Sharon Harold - Distribution	929.00
8/30/2021	wire	Sharon Harold - Distribution	2,948.00
9/29/2021	wire	Sharon Harold - Distribution	4,000.00
10/25/2021	wire	Sharon Harold - Distribution	2,500.00
11/24/2021	wire	Sharon Harold - Distribution	2,500.00
12/21/2021	wire	Sharon Harold - Distribution	3,500.00
TOTAL			<hr/> \$39,877.00 <hr/>

SHARON M HAROLD IRREVOCABLE TRUST

Accounting of Trustee

For Period January 1, 2021 to December 31, 2021

**SCHEDULE L - PROPERTY ON HAND AT END
OF ACCOUNTING PERIOD**

<u>DESCRIPTION</u>	<u>AMOUNT</u>
Cash in BECU (account [REDACTED] 9232)	\$ 41.55
Cash in BECU (account [REDACTED] 9307)	1,427.66
LPL Financial account # [REDACTED]-4662 Cash Account	54,044.66
LPL Financial account # [REDACTED]-4662 Investments	652,541.32
TOTAL Property on Hand as of December 31, 2021	<u>\$ 708,055.19</u>

Notification of Trustee

The Sharon M. Harold Irrevocable Trust dated November 12, 2004

You are hereby notified as follows:

(1) Sharon M. Harold, as grantor, and Robert G. Hatch, as trustee, executed the above-referenced trust ("Trust") on November 12, 2004.

(2) The name, address, and telephone number of the trustee of the Trust is:

David Paice
16644 Marine View Drive SW
Burien, WA 98166
(206) 331-2150

(3) The address of the physical location where the principal place of administration of the trust is located, pursuant to California Probate Code Section 17002 is:

David Paice
16644 Marine View Drive SW
Burien, WA 98166

(4) Upon a reasonable request to the trustee, you are entitled to receive a true and complete copy of the terms of the Trust.

09 AUG 2022

Date

David Paice
David Paice, Trustee

DECLARATION OF TRUST
OF
THE SHARON M. HAROLD IRREVOCABLE TRUST
DATED OCTOBER __, 2004

ROBERT G. HATCH (referred to herein as the "Trustee") hereby declares that **SHARON M. HAROLD** (referred to herein as the "Grantor"), has transferred, without consideration, the property described in the attached Schedule A, all of which is the Grantor's separate property, to **ROBERT G. HATCH**, as Trustee. The term "Trustee", as used in this Instrument, shall refer to the initial Trustee as well as to any successor Trustee(s).

All property now or hereafter subject to the terms of this Instrument shall constitute the Trust Estate, and shall be held, managed and distributed as hereinafter provided. This Instrument may be referred to and described as "**THE SHARON M. HAROLD IRREVOCABLE TRUST DATED OCTOBER __, 2004**".

ARTICLE I
TRUST DECLARED TO BE IRREVOCABLE

This Instrument is irrevocable and may not be amended or revoked in whole or in part by the Grantor or any other person.

ARTICLE II
DISTRIBUTION OF INCOME AND PRINCIPAL
DURING GRANTOR'S LIFETIME

A. INCOME AND PRINCIPAL DISTRIBUTION

The entire net income of the Trust Estate (or such lesser amounts thereof

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& MONTES, LLP**
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as the Grantor may direct the Trustee to pay to Grantor, the undistributed balance thereof to be added to principal of the Trust Estate) shall be paid in monthly or other convenient installments to or for the benefit of **SHARON M. HAROLD**, Grantor, during her life. If the Trustee shall deem the income to be insufficient, the Trustee shall pay to or apply for the benefit of Grantor as much of the principal of the Trust Estate as the Trustee shall, in the Trustee's discretion, deem necessary for her proper health, support, tax obligations, comfort, enjoyment, and welfare.

B. INCAPACITY

If at any time as certified in writing by a licensed physician, the Grantor has become physically or mentally incapacitated, whether or not a court of competent jurisdiction has declared her incompetent, mentally ill, or in need of a conservator, the Trustee shall apply for the Grantor's benefit the amounts of net income and principal necessary or desirable in the Trustee's discretion for the Grantor's health, support, tax obligations, comfort, enjoyment, and welfare until either the Trustee's determination or the certification in writing by a licensed physician that the incapacity is removed and the Grantor is again able to manage her own affairs. Any income in excess of the amount so applied for the benefit of the Grantor shall be added to principal.

If a guardian or conservator of the person or the estate is appointed for the Grantor, the Trustee shall take into account any payments made for the Grantor's benefit by the guardian or conservator.

ARTICLE III

DISTRIBUTION UPON DEATH OF GRANTOR

A. PAYMENT OF TAXES

Upon the death of Grantor, all estate, inheritance or other death taxes, including interest and/or penalties thereon, arising by reason of the Grantor's death (but

excluding any generation-skipping transfer taxes) shall be paid by the Trustee of "THE SHARON M. HAROLD IRREVOCABLE TRUST DATED OCTOBER ____, 2004". Said Trustee, and not the Executor of Grantor's probate estate, shall be the party responsible for the preparation and filing of all estate tax returns required to be filed by reason of Grantor's death. All such payments shall be made from the residue of the Trust Estate without adjustment among the residuary beneficiaries, and shall not be charged against or collected from any other transferee, or any beneficiary under this Declaration of Trust or under Grantor's Last Will and Testament.

On the death of the Grantor, the Trustee shall be authorized to withhold distribution of an amount of property as a reserve sufficient, in the Trustee's discretion, to cover any debts, obligations or liability that may be imposed on the Trustee for payments required to be made under this Paragraph or otherwise.

B. DISTRIBUTION OF PERSONAL PROPERTY

Upon the death of Grantor, the Trustee shall distribute, free of trust, all furniture and furnishings, household goods, domestic articles and equipment, automobiles (other than business or commercial vehicles), wearing apparel, jewelry and tangible articles of personal use or adornment, together with any insurance on the above, as directed in the last written instructions given to the Trustee by the Grantor during the Grantor's lifetime, and in the event distribution of such items is not otherwise directed or if there are no such instructions, then this gift shall lapse and become a part of the rest, residue and remainder of the Trust Estate, to be distributed pursuant to the provisions of Paragraph C. of this ARTICLE III.

C. DISTRIBUTION OF RESIDUE UPON DEATH OF THE TRUSTOR

1. Upon the death of the Grantor, and undistributed income of the

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Trust Estate shall be added to and become principal. and the Trust Estate as then constituted shall be distributed by the Trustee. free of trust, in equal shares, to Grantor's children, namely, **CHARLES ANTHONY HAROLD, JR., JOHN JOSEPH HAROLD, JENIFER FRANCIS HAROLD-McWHIRTER, ANGEL MARY HAROLD, ROBERT JOHN HAROLD, AMY JANE HAROLD-AGUILAR, and JOSETTE MARIE HAROLD RAMIREZ.** In the event any beneficiary named above does not survive the Grantor, then that share shall be distributed, free of trust, to the deceased child's then living issue, by right of representation, or, if there are no such issue, then the share shall be distributed, free of trust, to Grantor's then living issue, by right of representation.

2. Notwithstanding any other provisions contained herein to the contrary, if the Trustee is directed to make payments or distribute trust property to a minor, a person under any other legal disability, or a person not adjudicated to have limited legal capacity but who, by reason of illness or mental or physical disability, is in the Trustee's judgment unable to manage the distributed property properly, the Trustee may, in the Trustee's discretion, make the payment or distribution to:

- a. The beneficiary directly.
- b. A legally appointed guardian or conservator of the beneficiary's person or estate.
- c. A custodian for the minor beneficiary under any applicable Uniform Transfers or Gifts to Minors Act to hold for the beneficiary until age eighteen (18). If no custodian exists for receipt of property under any applicable Uniform Transfers or Gifts to Minors Act, the Trustee may designate a custodian to receive the property.

- d. A third party for the benefit of the beneficiary; or
- e. An adult relative or friend in reimbursement for amounts properly advanced for the beneficiary's benefit.

No distribution under this instrument to or for the benefit of a minor beneficiary shall discharge the legal obligation of the beneficiary's parents to support him or her in accordance with the laws of the state of the parents' domicile from time to time, unless a Court of competent jurisdiction determines that this distribution is necessary for the minor's support, health, or education.

3. If at the time before the final outright distribution of any property held in any trust created under this instrument, the Trustors and all of the Trustors' issue are deceased and no other disposition of the property is directed by this instrument, the Trustee shall distribute the property to the legal heirs of the Trustor, the identity and respective shares of those heirs to be determined in all respects as though the death of the Trustor had occurred at the time of the event requiring distribution. Distribution shall be according to the laws of succession of the State of California then in force relating to separate property not acquired from a previously deceased spouse.

C. GENERAL POWER OF APPOINTMENT

Grantor hereby retains a power to appoint the whole or any part of the Trust Estate (including both principal and any accrued or undistributed income) to the creditors of the Grantor's estate, as the Grantor shall determine in her absolute discretion. The Grantor shall exercise this power by will or codicil specifically referring to and exercising this general power of appointment. For purposes of this Paragraph C., "the creditors of the Grantor's estate" shall mean those persons or entities which present bona fide claims which are accepted for payment by the Grantor's executor or

by the Trustee of any trust created by the Grantor during her lifetime, or which a court of competent jurisdiction orders such fiduciary to pay. If this general power of appointment is not exercised by the Grantor, then upon the Grantor's death, the undistributed balance of the Trust shall thereupon be distributed to the Grantor's issue then living, by right of representation, and if there are no issue then living; provided, however, that if any portion of the Trust Estate would otherwise be distributed to a minor, a person under any other legal disability, or a person not adjudicated to have limited legal capacity but who, by reason of illness or mental or physical disability, is in the Trustee's judgment unable to manage the distributed property properly, that share shall instead be distributed by the Trustee pursuant to the provisions of **Paragraph C.2.** of **ARTICLE III** hereof.

ARTICLE IV

GENERAL PROVISIONS AND POWERS OF THE TRUSTEE

A. PRIMARY PURPOSE

The primary purpose of the Trust shall be to provide for the Grantor, and the rights and interests of remaindermen are subordinate and incidental to that purpose. To that end all the provisions governing the Trust shall be construed liberally in the interest of and for the benefit of the Grantor.

B. PAYMENTS TO DISABLED BENEFICIARIES

Payments of income and distributions of principal to which any beneficiary under legal disability becomes entitled may be made to the conservator or guardian of the estate or of the person of such beneficiary, or to the parent of such beneficiary if a minor, or may be applied by the Trustee for the benefit of such beneficiary.

C. CHARGES TO TRUST ESTATE

All property taxes, assessments, fees, charges and other expenses

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incurred by the Trustee in the administration or protection of this Trust, including the compensation of the Trustee, shall be a charge upon the Trust Estate and shall be paid by the Trustee in full out of the principal or in full out of the income of the Trust Estate, or partially out of each of them, in such manner and proportions as the Trustee in the Trustee's absolute discretion may determine to be advisable; and the determination of the Trustee with respect to all such matters shall be conclusive upon all persons howsoever interested in this Trust.

Any tax levied upon profit or gain which inures to the benefit of principal shall be paid out of principal, notwithstanding such tax may be denominated a tax upon income by the taxing authority.

D. NO CONTEST CLAUSE

If any beneficiary of any trust created under this Trust, or under a power of appointment created herein, singly or in conjunction with any other person:

1. Contests by a claim of undue influence, fraud, menace, duress, or testamentary incapacity, or otherwise objects in any court to the validity of any of the following documents or amendments or codicils thereto (hereafter 'Document' or 'Document') or of any of their provisions:

a. Grantor's Will or any Codicil thereto;

b. any trust created pursuant to the provisions of this Declaration of Trust or under a power of appointment granted hereunder;

c. any beneficiary designation of an annuity, retirement plan, IRA, Keogh, pension or profit sharing plan or insurance policy signed by Grantor;

2. seeks to obtain adjudication in any court proceeding that a Document or any of its provisions is void, or otherwise seeks to void, nullify or set aside a Document or any of its provisions;

3. files suit on a creditor's claim filed in a probate of the estate of

Grantor, against Grantor's Trust Estate, or any other document, after rejection or lack of action by the respective fiduciary;

4. files a petition or other pleading to change the character (separate, joint tenancy, partnership, real or personal, tangible or intangible) of property already so characterized by a Document;

5. claims ownership in a court proceeding to any asset held in joint tenancy by Grantor, other than as a surviving joint tenant;

6. files a petition for probate homestead in a probate proceeding of Grantor's estate;

7. files a petition for family allowance in a probate of Grantor's estate;
or

8. participates in any of the above actions in a manner adverse to the Trust Estate, such as conspiring with or assisting any person who takes any of the above actions, then the right of such beneficiary to take any interest given to him or her under this Trust, or any trust created pursuant to this Trust, or under a power of appointment created herein, shall be determined as it would have been determined had such beneficiary predeceased Grantor without surviving issue.

The Trustee is hereby authorized to defend, at the expense of the Trust Estate, any violation of this paragraph. Notwithstanding the foregoing a 'contest' shall include any action described above in an arbitration proceeding and shall NOT include any action described above solely in a mediation not preceded by the filing of a contest with the court.

Notwithstanding the foregoing, this paragraph shall not apply so as to cause a forfeiture of any distribution otherwise qualifying for the federal estate tax charitable deduction.

E. PRINCIPAL AND INCOME LAW

Except as otherwise specifically provided in this Instrument, the determination of all matters with respect to what is principal and income of the Trust Estate and the apportionment and allocation of receipts and expenses between these accounts shall be governed by the provisions of the California principal and income law from time to time existing.

F. POWERS OF THE TRUSTEE

To carry out the purposes of the Trust, and subject to any limitation stated elsewhere herein, the Trustee and any successor Trustee are hereby vested with the following powers and discretions, in addition to those now or hereafter conferred by law:

1. To enter upon and take possession of any trust property and collect and receive the moneys, interests, dividends, profits and other income arising therefrom, and to maintain, manage, invest and reinvest any and all property belonging to the Trust Estate as in the judgment and discretion of the Trustee may seem most advantageous to the Trust Estate and the beneficiaries thereof.

2. To vote, in person or by proxy, with respect to any and all shares of stock in any and all corporations at any time and at all meetings of shareholders, for any and all purposes, without any limitations whatsoever.

3. To borrow money and/or, in such manner and in accordance with such procedure, and through such means or agency as it may deem advisable, to mortgage, pledge, hold margin accounts, transfer in trust or otherwise encumber and/or render liable the whole or any part of the Trust Estate.

4. To lend money to any person, including Grantor's probate estate, provided any such loan shall be adequately secured and shall bear a reasonable rate of interest.

5. To purchase property at its fair market value, as determined by the Trustee in the Trustee's discretion, from Grantor's probate estate.

6. To lease the Trust Estate, or any part thereof, for terms within or extending beyond the duration of this Trust, and to grant for like terms, the right to mine or drill for and remove therefrom gas, oil, or other minerals; to create restrictions, easements or other servitudes thereon.

7. To retain any property and to continue to operate any business which the trust may receive hereunder as long as in the Trustee's discretion it may deem advisable or expedient.

8. To manage, control, sell, convey, exchange, partition, divide, subdivide, improve or repair any and all property of the Trust Estate; in connection with such property, to grant options and to sell upon deferred payments; provided, however, that real property of the Trust Estate shall not be sold without the express approval of the then income beneficiary of the trust.

9. To exercise any right, option or privilege to convert bonds, notes, stocks or other securities belonging to the Trust Estate into other bonds, notes, stocks or other securities. To make, execute and deliver any and all instruments in writing as may be necessary or proper to carry out any disposition whatsoever of any property held in the Trust Estate. Purchasers and other persons who shall pay any moneys to the Trustee shall be exempt from all responsibility with respect to the application of the same and from the necessity of inquiring into the regularity, validity or propriety of any disposition made or purported to be made under the Trust or pursuant to any powers contained in this Trust.

10. All property taxes, assessments, fees, charges and other expenses incurred by the Trustee in the administration or protection of this Trust, including the compensation of the Trustee, shall be a charge upon the Trust Estate and shall be paid

by Trustee in full out of the principal or in full out of the income of the Trust Estate, or partially out of each of them, in such manner and proportions as the Trustee in Trustee's absolute discretion may determine to be advisable, prior to the final distribution of the Trust property; and the determination of Trustee with respect to all such matters shall be conclusive upon all persons howsoever interested in this Trust.

11. To employ counsel to assist and advise in the management, preservation and administration of the Trust Estate; and to compromise, arbitrate, settle, or litigate any matters pertaining thereto. The Trustee shall pay reasonable compensation therefor, and the same shall be charged against income and/or principal in such manner as the Trustee shall deem just and equitable.

12. To carry securities, or any other property, real, personal or mixed, in the name of Trustee, or in the name of a nominee or nominees of Trustee. To carry insured bank and savings and loan accounts of all kinds without other limitation.

13. To construe this Instrument, and any action taken by the Trustee or anyone relying upon any such construction shall be deemed proper and the Trustee and any such person so relying shall be fully protected, even though it may be subsequently determined that such construction was erroneous. In any proceeding involving the construction, operation or other legal effect of this Trust, the then living vested beneficiaries, if any, shall represent all unknown and undetermined beneficiaries; and any order, judgment or decree rendered in such proceeding shall be binding, not only upon such persons, but also upon all unknown and undetermined beneficiaries.

14. Whenever the Trustee is authorized or required under this Trust to distribute the trust fund, in whole or in part, the Trustee, unless required otherwise in this Declaration of Trust, is authorized to make such distributions pro rata in kind or in

money, or mixed, and to allot specific securities or property as undivided interests therein to the beneficiary if the property is indivisible.

15. To budget the estimated annual income and expenses of the trust in such manner as to equalize, as far as practical, periodical income payments, if any, to the beneficiary thereunder, provided adjustments are made for actual income and expenses of the trust, as defined herein, at least annually.

16. To do all other acts and things whatsoever that an absolute owner of such property could do and perform in his/her own right as the Trustee shall deem to be for the best interests of the Trust hereunder and the beneficiaries thereof.

17. Except as otherwise specifically provided herein, the determination of all matters with respect to the term "net income" for income distribution purposes as used herein shall be governed by the Principal and Income Law of the State of California from time to time existing.

Any such matter not provided for in the Principal and Income Law shall be determined by the Trustee in the Trustee's discretion.

18. All discretions in this Trust conferred upon the Trustee shall, unless specifically limited, be absolute and its exercise conclusive on all persons interested in this Trust or the Trust Estate. The enumeration of certain powers and discretions of the Trustee is not to be construed as limiting the Trustee's general powers and discretions, the Trustee being vested with and having, as to the Trust Estate, and in the execution of the trusts created herein, all the powers and discretions that an absolute owner of property has or may have.

G. NOTICE OF EVENTS

Until the Trustee receives written notice of any birth, death, marriage, dissolution of marriage or other event upon which the right to receive payments from the Trust Estate may depend, the Trustee shall incur no liability for disbursements of

principal or income made in good faith to any person whose interest may have been affected by that event.

H. ENFORCEABILITY

If any provision of this Instrument shall be unenforceable, the remaining provisions shall nevertheless be carried into effect.

I. CALIFORNIA LAW

This trust has been accepted by the Trustee in the State of California, and unless otherwise provided in this Instrument, or required by the laws of another state where property is situated, its validity, construction and all rights hereunder shall be governed by the laws of California. This Paragraph shall apply regardless of any change of residence of the Trustee or any beneficiary, or appointment or substitution of a Trustee residing in another state.

J. PERPETUITIES CLAUSE

Unless sooner terminated in accordance with other provisions of this Instrument, each trust created under this Instrument, or through the exercise of a power of appointment granted under this Instrument, shall terminate upon the expiration of the longer of the periods provided by the statutory rule against perpetuities, Article 2 (commencing with Section 21205) of Chapter 1 of Part 2 of Division 11 of the California Probate Code. All principal and undistributed income of any trust so terminated shall be distributed to the then income beneficiaries of that trust in the proportions in which they are, at the time of termination, entitled to receive the income; provided, however, that if the rights to income are not then fixed by the terms of the trust, distribution under this clause shall be made, by right of representation, to such issue of Grantor as are then entitled or authorized in the Trustee's discretion to receive income payments, or, if there are no such issue of Grantor, in equal shares to those beneficiaries who are then entitled or authorized to receive income payments.

K. SPENDTHRIFT CLAUSE

Neither the principal of any trust created hereunder nor the income therefrom while in the hands of Trustee shall be subject to assignment, alienation, pledge, attachment, execution or claims of creditors of any beneficiary or beneficiaries whomsoever through legal process, bankruptcy, operation of law or otherwise. Any attempted sale, assignment, alienation, pledge or attachment of the principal or income held in any trust hereunder shall be null and void and shall not be recognized under any circumstances by Trustee.

In the event of any attempted sale, assignment, alienation, pledge, attachment, execution or claim resulting from an act of a beneficiary or beneficiaries, voluntarily, involuntarily, by operation of law, by bankruptcy or otherwise with respect to the principal or income of the Trust, the Trustee is authorized to withhold from such beneficiary or beneficiaries all or any part of any distribution otherwise payable thereunder to such beneficiary or beneficiaries until such attempted anticipation, voluntary or involuntary transfer or lien is completely removed, during which time Trustee may apply such distribution, or any part thereof, for the use and benefit of such beneficiary or beneficiaries in such amount or amounts and in such manner as Trustee, in Trustee's sole discretion, may determine is necessary for such beneficiary's health, education, maintenance and support, taking into consideration all financial resources of which the Trustee has actual knowledge.

L. TRUST CERTIFICATION

Any transfer agent or other person dealing with these trusts (hereinafter referred to as "third party") shall be entitled to rely upon a copy of those portions of this Instrument and any amendments thereto, setting forth the facing page, powers of Trustee and signature page, which partial copy shall be verified as a true copy of such portions then in effect by the Trustee then acting or by an attorney for the Trustee.

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Such third party shall incur no liability to these trusts, the Grantor, or any beneficiary hereunder, or acting upon an order or request of the Trustee made pursuant to the terms hereof as set forth in such partial copy, and shall not be required to see to the disposition of any proceeds or the faithful discharge of the Trustee's duties hereunder. In no event shall any third party have access to a copy of the portion hereof setting forth the distribution of income and principal, except as may be determined in the absolute discretion of the Trustee.

M. DEFINITIONS

As used herein, the following words shall have the following definitions:

1. Whenever the context so indicates, the masculine shall include the feminine and neuter and vice versa, the singular shall include the plural, and the plural shall include the singular.

2. The words "issue", "grandchild" and derivations thereof in every instance shall include issue and grandchildren who were legally adopted prior to their attaining majority, and a child in gestation shall be considered as then living for purposes hereof if such individual is later born alive. An illegitimate child shall be treated as an issue of his or her mother for purposes of this Instrument, but shall not be treated as an issue of his or her father unless the parent and child relationship exists under the California Uniform Parentage Act existing from time to time.

3. The term "education" shall include, but not by way of limitation, private primary and secondary schooling, vocational training, study at an institution of higher learning, and graduate and professional education, to the extent any of such education is appropriately pursued in the discretion of the Trustee. A beneficiary's educational expenses shall encompass not only tuition, but also costs incidental to education such as, without limitation, books, travel, suitable clothing, and reasonable living expenses.

ARTICLE V
SUCCESSOR TRUSTEE

A. SUCCESSOR TRUSTEE

In the event that **ROBERT G. HATCH** shall fail or cease to act as Trustee for any reason, then **WENDY HATCH OSTERHOLT**, shall act as Trustee hereof. In the event **WENDY HATCH OSTERHOLT** shall fail or cease to act as Trustee for any reason, or in the event of a subsequent vacancy in the office of Trustee for which provision has not been made herein, the then acting Trustee shall have the power to designate the Successor Trustee or Trustees, to serve with or without bond. In the event that a Successor Trustee is not otherwise appointed by the then acting Trustee, then any beneficiary or the guardian or conservator of any beneficiary of any trust created hereunder or any other interested party may secure the appointment of a successor Trustee by a court of competent jurisdiction at the proportionate expense of said trusts.

B. INCAPACITY OF TRUSTEE

If Trustee, is deemed physically or mentally incapacitated and, therefore, disqualified to continue serving as Trustee, a licensed physician shall sign a letter which is to be delivered to the Successor Trustee, stating in such letter that it is such doctor's opinion that the Trustee, is unable to properly carry on his/her affairs and function as Trustee. Such incompetency shall be deemed terminated if such doctor, or his/her successor, thereafter writes a letter stating that said Trustee is, in the opinion of such doctor, thereafter capable of carrying on the Trust affairs and functioning as Trustee.

C. RESIGNATION

Any Trustee may resign at any time upon giving written notice thirty (30) days before such resignation shall take effect, to the Grantor, or after the death of the

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Grantor, to the adult beneficiaries entitled to receive distributions of income or principal from the Trust Estate. The resigning Trustee shall transfer and deliver to the Successor Trustee the assets of the Trust Estate and shall thereupon be discharged as Trustee thereof and shall have no further powers, discretions, rights, obligations or duties with reference to them. All such powers, discretions, rights, obligations and duties of the resigning Trustee shall inure to and be binding upon such Successor Trustee. Any such Successor Trustee shall be entitled to accept as conclusive any accounting and statement of assets furnished to such successor by his/her predecessor.

D. LIABILITY OF SUCCESSOR

A Successor Trustee shall not be liable for the acts or omissions of any predecessor Trustee and shall have no duty to audit or investigate the accounts or administration of a predecessor Trustee or to take any action to obtain redress for a prior breach of trust unless expressly requested to do so in writing by an adult beneficiary or by the guardian or conservator or any other beneficiary of any trust hereunder created.

F. BOND

No individual Trustee shall be required to post bond or any other security for the faithful performance of any duties or obligations of such office.

G. COMPENSATION OF TRUSTEE

The Trustee shall be entitled to reasonable compensation for services rendered hereunder. The Trustee shall be reimbursed for any reasonable costs incurred in connection with such services herein, including legal, accounting, custodial, investment expenses, insurance and filing costs.

Such compensation of the Trustee shall be paid wholly from principal or

wholly from income or partly from each as the Trustee deems proper, and the determination of the Trustee shall be conclusive.

ARTICLE VI

INVESTMENT MANAGER

A. AUTHORITY

The Trustee is authorized, but not required, to retain the services of a professional investment manager.

The powers of any investment manager designated by the Trustee are fiduciary powers to be exercised in a fiduciary capacity and in the best interests of the Trust and the Beneficiaries. The investment manager shall have such discretion and authority as is delegated to it by the Trustee.

B. RESIGNATION

Any investment manager may resign at any time by giving written notice to the Trustee, by certified mail to the last known address of the Trustee, ninety (90) days before such resignation shall take effect. Upon such resignation, the Trustee shall have the power and authority to appoint a successor investment manager.

C. REMOVAL OF MANAGER

The Trustee shall periodically review any investment manager's performance and shall have the right to remove the investment manager at any time upon one (1) day's notice, with or without cause. At any time that there is no validly appointed investment manager, the Trustee shall perform all duties pertaining to investment management of the Trust Estate.

D. LIABILITY OF SUCCESSOR

No successor investment manager shall be in any way liable for any negligent or wrongful act or omission of its predecessors, but shall promptly report any such act or omission to the Trustee.

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E. AFFILIATES

The investment manager may be affiliated with the Trustee.

ARTICLE VII

COURT SUPERVISION AND TAX MATTERS

Any Trustee of the trust herein may, if they so desire, exercise any and all powers, and perform any and all acts without obtaining any orders of court either during the course of any such exercise or act or at the conclusion of any such exercise or act. It is Grantor's intention that none of the trusts herein shall be under permanent court supervision; provided, however, that the provisions of Chapter III of Division 9 of the California Probate Code (Section 17200 et seq.) shall be applicable to this trust.

ARTICLE IX

ADDITIONAL PROPERTY

Other property acceptable to the Trustee may be added hereto by any person, by a Will or Codicil of the Grantor, by the proceeds of life insurance, or otherwise, and shall thereupon be subject to all of the terms hereof.

IN WITNESS WHEREOF, the Trustee has executed this Declaration of Trust on this ____¹⁰th day of ~~October~~^{October}, 2004.



ROBERT G. HATCH,
Trustee

APPROVAL OF GRANTOR

I, **SHARON M. HAROLD**, do hereby declare and state that I am the Grantor named in the above and foregoing Declaration of Trust; that the property and assets transferred by me to the Trustee therein named were so transferred to the Trustee in accordance with the above and foregoing Declaration of Trust; that I have carefully read said Declaration of Trust and it fully and clearly carries out my desires and intentions and fully and correctly states and sets forth the terms and provisions upon which the property therein mentioned or which may hereafter be added thereto is to be held, managed, and disposed of by the Trustee named therein and provided for; and I do hereby expressly agree and consent to, approve, ratify and confirm said Declaration of Trust in every respect.

Dated this 11th day of ^{NOVEMBER}~~October~~, 2004.

Sharon M. Harold
SMH

SHARON M. HAROLD,
Grantor

State of California)
County of Los Angeles) ss

On OCTOBER 1, 2004, before me, John D. West,
Notary Public, personally appeared **ROBERT G. HATCH**, personally known to me (or
proved to me on the basis of satisfactory evidence) to be the person whose name is
subscribed to the within Instrument and acknowledged to me that he executed the
same in his authorized capacity, and that by his signature on the Instrument the person,
or the entity upon behalf of which the person acted, executed the Instrument.

John D. West
Notary Public in and for
the State of California

NOTARY SEAL



State of California)
County of Los Angeles) ss

On OCTOBER 1, 2004, before me, John D. West,
Notary Public, personally appeared **SHARON M. HAROLD**, personally known to me (or
proved to me on the basis of satisfactory evidence) to be the person whose name is
subscribed to the within Instrument and acknowledged to me that she executed the
same in her authorized capacity, and that by her signature on the Instrument the
person, or the entity upon behalf of which the person acted, executed the Instrument.

John D. West
Notary Public in and for
the State of California

NOTARY SEAL



GREENWALD, HOFFMAN, MEYER
& MONTES, LLP
ATTORNEYS AT LAW

SCHEDULE A
TO
DECLARATION OF TRUST
OF
THE SHARON M. HAROLD IRREVOCABLE TRUST
DATED OCTOBER __, 2004

1. CASH \$10.00
2. RIGHT TO RECIVE ASSETS FROM THE JOSEPH A. DALEY FAMILY TRUST AS BENEFICIARY THEREOF.

Exhibit C

**RELEASE AND DISCHARGE OF SUCCESSOR TRUSTEE OF
THE SHARON M. HAROLD IRREVOCABLE TRUST
DATED NOVEMBER 12, 2004**

I am the grantor and current beneficiary of the Sharon M. Harold Irrevocable Trust dated November 12, 2004 ("Trust").

David Paice ("David") is the current trustee of the Trust. David has served as trustee of the Trust from on or around March 1, 2010 to the present.

David provided me with full and complete accountings for the Trust for the period from January 2010 to December 2021 ("Accountings").

I have had the opportunity to review the Accountings and to seek additional information from David regarding the administration of the Trust.

I, on behalf of my marital community, heirs, and as virtual representative, as applicable, hereby (a) waive any and all objections related to the Accountings; (b) approve the administration, acts, and accounts of David as trustee of the Trust; and (c) release, discharge, and forever acquit David, both individually and as trustee of the Trust, and his successors, employees, employers, spouse, heirs, directors, agents, attorneys, affiliates, and assigns, from any and all claims, demands, actions, causes of actions, judgments, rights, fees, damages, debts, obligations, liabilities, and expenses of any kind whatsoever, whether known or unknown, arising from, or in any way related to the Trust, the Trust's assets, and David's actions as Trustee of the Trust as reflected in the Accountings.

I have been advised to have this Release reviewed and explained to me by counsel of my own choosing prior to my signing, and I have had a sufficient and reasonable amount of time to do so.

Sharon M. Harold (Sh Harold)
SHARON M. HAROLD, individually and as grantor-
beneficiary of the Sharon M. Harold Irrevocable Trust
dated November 12, 2004

24 September 2022
DATE:



Sharon M. Harold
100 River Bend Rd. Spc 103
Reedsport, OR 97467



TO: Aleksander Schilbach

LANE POWELL PC
PO BOX 91302
SEATTLE WA 98111-9402

RECEIVED

SEP 26 2022

Lane Powell PC



Exhibit D

**RELEASE AND DISCHARGE OF SUCCESSOR TRUSTEE OF
THE SHARON M. HAROLD IRREVOCABLE TRUST
DATED NOVEMBER 12, 2004**

I am a residual beneficiary under the Sharon M. Harold Irrevocable Trust dated November 12, 2004 ("Trust").

David Paice ("David") is the current trustee of the Trust. David has served as trustee of the Trust from on or around March 1, 2010 to the present.

David provided me with full and complete accountings for the Trust for the period from January 2010 to December 2021 ("Accountings").

I have had the opportunity to review the Accountings and to seek additional information from David regarding the administration of the Trust.

I, on behalf of my marital community, heirs, and as virtual representative, as applicable, hereby (a) waive any and all objections related to the Accountings; (b) approve the administration, acts, and accounts of David as trustee of the Trust; and (c) release, discharge, and forever acquit David, both individually and as trustee of the Trust, and his successors, employees, employers, spouse, heirs, directors, agents, attorneys, affiliates, and assigns, from any and all claims, demands, actions, causes of actions, judgments, rights, fees, damages, debts, obligations, liabilities, and expenses of any kind whatsoever, whether known or unknown, arising from, or in any way related to the Trust, the Trust's assets, and David's actions as Trustee of the Trust as reflected in the Accountings.

I have been advised to have this Release reviewed and explained to me by counsel of my own choosing prior to my signing, and I have had a sufficient and reasonable amount of time to do so.

Jenifer F. Sawyer
Printed Name

Jenifer F. Sawyer
Signature

Oct. 6, 2022
Date:

Exhibit E

**RELEASE AND DISCHARGE OF SUCCESSOR TRUSTEE OF
THE SHARON M. HAROLD IRREVOCABLE TRUST
DATED NOVEMBER 12, 2004**

I am a residual beneficiary under the Sharon M. Harold Irrevocable Trust dated November 12, 2004 ("Trust").

David Paice ("David") is the current trustee of the Trust. David has served as trustee of the Trust from on or around March 1, 2010 to the present.

David provided me with full and complete accountings for the Trust for the period from January 2010 to December 2021 ("Accountings").

I have had the opportunity to review the Accountings and to seek additional information from David regarding the administration of the Trust.

I, on behalf of my marital community, heirs, and as virtual representative, as applicable, hereby (a) waive any and all objections related to the Accountings; (b) approve the administration, acts, and accounts of David as trustee of the Trust; and (c) release, discharge, and forever acquit David, both individually and as trustee of the Trust, and his successors, employees, employers, spouse, heirs, directors, agents, attorneys, affiliates, and assigns, from any and all claims, demands, actions, causes of actions, judgments, rights, fees, damages, debts, obligations, liabilities, and expenses of any kind whatsoever, whether known or unknown, arising from, or in any way related to the Trust, the Trust's assets, and David's actions as Trustee of the Trust as reflected in the Accountings.

I have been advised to have this Release reviewed and explained to me by counsel of my own choosing prior to my signing, and I have had a sufficient and reasonable amount of time to do so.

Nichole A. Loomis

Printed Name

Nichole A. Loomis

Signature

10/11/22

Date:

Exhibit F



ALEKSANDER SCHILBACH
206.223.7094
schilbach@lanepowell.com

November 23, 2022

VIA ELECTRONIC AND REGULAR MAIL

Michelle A. Blackwell, Esq.
BLACKWELL LAW, P.C.
747 Blair Blvd
PO Box 10326
Eugene, OR 97440

E-Mail: mblackwell@blackwell.law

Re: *The Sharon M. Harold Irrevocable Trust Dated November 12, 2004*
Response to Concerns Regarding David A. Paice as Trustee

Dear Ms. Blackwell:

We are writing on behalf of Mr. David A. Paice (“Mr. Paice” or “Trustee”), Trustee of the Sharon M. Harold Irrevocable Trust dated November 12, 2004 (“Harold Trust” or “Trust”), in response to Ms. Harold’s concerns regarding Mr. Paice’s actions as Trustee. As I explained in my telephone conference with you on November 11, since we have concerns that Ms. Harold may not fully understand the Trust itself, the Trustee’s role, or any of the underlying Trust Accountings or financial information that has been provided, we are glad to know that Ms. Harold now has independent counsel who can help her in this matter.

In order to help you erase any confusion about the Trustee’s actions, we have enclosed a copy of the Trust’s accountings for 2010 through 2021 (“Trust Accountings”). The Trust Accountings, which were prepared at Mr. Paice’s request by Llewellyn Accountancy Corporation, were provided to Ms. Harold on July 21, 2022 and to the Trust’s remainder beneficiaries on August 9, 2022. In addition, we are providing you with the Trust’s Boeing Employee Credit Union (“BECU”) bank statements from Mr. Paice’s time as Trustee (collectively, “BECU Statements”) and investment statements for the Trust (“LPL Statements”). We have made the BECU Statements and the LPL Statements available via a secure download link shared in the transmittal e-mail for this letter. If you need assistance accessing the link, please call me immediately.

When we spoke on November 11 you confirmed that you had not reviewed the Trust Accountings provided to Ms. Harold. Respectfully, we urge you to review the Trust

Accountings, the BECU Statements, and the LPL Statements. We are confident that after reviewing this material, you will see that Mr. Paice took no improper actions as Trustee and that he has, throughout his trusteeship, protected the Trust's assets for its beneficiaries. We are also confident that after reviewing the material provided, you will realize that any continued suspicion of the Trustee's actions is unfounded and that you will support the Trustee's desire to obtain approval of the Trust Accountings, along with his resignation, release, and discharge, and the appointment of a successor trustee, approved by the court.

A. Response to Ms. Harold's Concerns Regarding Trust Administration

1. The Closure of BECU Account Ending x-9349

Upon being appointed Trustee in 2010, Mr. Paice opened four accounts in the name of the Harold Trust at BECU:

Harold Trust Accounts		
No.	Account	Type
1	BECU Account Ending x-9232	Savings
2	BECU Account Ending x-9349	Money Market
3	BECU Account Ending x-9307	Checking
4	LPL Financial Account Ending x-4662 ¹	Investment

In February 2014, Mr. Paice decided to close the Money Market BECU Account Ending x-9349 as there was no benefit to maintaining it alongside the other accounts. Accordingly, on February 15, 2014, the BECU Account Ending x-9349 was closed and the funds in that account (\$260.48) were transferred to BECU Account Ending x-9307. This is shown on the BECU Statement for the time period of February 15, 2014 to March 14, 2014. That statement confirms that the funds in the closed account (\$260.48) were transferred to BECU Account Ending x-9307.

¹ The LPL Financial investment account is offered through BECU. The LPL Financial Account Ending x-4662 holds a mixture of cash and investments. *See generally* LPL Statements. Even though there is only *one* LPL Financial Account, the Trust Accountings show the LPL Financial Account ending x-4662 as having both a "Cash Account" component and an "Investments" component.

2. Alleged Comingling of Mr. Paice's Personal Funds with Trust's Funds

As Trustee Mr. Paice has never purposefully comingled the Trust's funds with his (or his wife's) personal funds. Over the 12 years that he has served as Trustee, however, there are several instances where Mr. Paice has inadvertently transferred money from the Trust to his personal account. Upon realizing his mistake, Mr. Paice immediately returned the funds to the Trust. We have provided an explanation of the specific instances you raised on our telephone call.

a. Inadvertent Transfer in March 2014

On March 3, 2014, Mr. Paice inadvertently transferred \$2,500 from BECU Account Ending x-9307 to Mr. Paice and his wife's personal checking account ("Paice Account Ending x-2739"). A few days later, on March 7, 2014, Mr. Paice realized his mistake and immediately returned \$2,500 to the Trust's BECU Account Ending x-9307. *See* BECU Statement for Period February 15, 2014 to March 14, 2014.

b. Inadvertent Transfer in July 2020

On July 26, 2020, Mr. Paice inadvertently transferred \$1,000 from BECU Account Ending x-9307 to Mr. Paice and his wife's personal Paice Account Ending x-2739. Mr. Paice realized his mistake a short time later and immediately returned \$1,000 back to the Trust's BECU Account Ending x-9307 that same day, July 26. *See* BECU Statement for Period July 11, 2020 to August 14, 2020.

c. Returning a Graduation Gift from Ms. Harold in November 2021

In May 2021, Ms. Harold sent Ms. Briana Paice, Mr. Paice's wife, a check for \$2,500 as a graduation gift for graduating college. **Ex. A** ("Check #134"). Check #1341 states that it was "for" "B DAY[,] GRADUATION[,] VACATION." *Id.* Ms. Paice cashed the check, but on November 2, 2021, the Paices returned the money to Ms. Harold because they knew that she was on a very limited income and felt uncomfortable about accepting Ms. Harold's money. **Ex. B** (confirmation of transfer of \$2,500 from Paice Account Ending x-2739). This is not an instance of inadvertent comingling: Ms. Harold gave Ms. Paice a gift, and the Paices returned the gift to her.

d. Mr. Paice's Name on Ms. Harold's Personal Bank Checks

In mid-June 2022, Mr. Paice discovered that Ms. Harold had, without his knowledge or consent, put Mr. Paice's name on her personal checks at her personal bank account held at USAA. **Ex. C** (image of one of Ms. Harold's checks with Mr. Paice's name on it). Ms. Harold's checks state:

Sharon M. Harold **or**
David Paice
100 River Bend Rd Spc 103
Reedsport, OR 97467-1385

Id. (emphasis added). Mr. Paice did not do this, and only learned of it a few months ago. Upon learning of his name being on Ms. Harold's checks, Mr. Paice called USAA to confirm that he did not have access to these accounts and that he was not listed as an owner of these accounts, which USAA confirmed over the telephone. Although Ms. Harold has previously directed Mr. Paice to deposit checks from the Trust to her in Ms. Harold's USAA bank account by logging into the USAA mobile app (at Ms. Harold's express direction and with the login credentials provided by Ms. Harold), Mr. Paice has never accessed any of Ms. Harold's personal bank accounts without her express permission and at her direction.² He never saved Ms. Harold's login information and does not even know how to access her accounts. He certainly never asked Ms. Harold to put his name on her checks for her personal USAA bank account and does not understand why she would do this. He also does not reside at Ms. Harold's address in Reedsport. After he learned that his name was listed on her checks, and even though he does not have any ownership or access to Ms. Harold's personal account, Mr. Paice called Ms. Harold and asked her to remove his name from her USAA checks, which she agreed to do. Mr. Paice is currently unaware of whether Ms. Harold has, as he requested, removed his name from these checks.

This is not an example of comingling: Ms. Harold put Mr. Paice's name on these checks ***without his knowledge or consent*** for an unknown reason, and Mr. Paice has requested that she remove him.

Please confirm that Ms. Harold has complied with the Trustee's request to remove his name from Ms. Harold's checks.

3. Alleged Secret P.O. Box Address Maintained with Convicted Felon

Based on our conference of November 11, we understand that Ms. Harold may believe the following: (a) Mr. and Ms. Paice (Ms. Harold's granddaughter) maintain a secret P.O. Box address that Mr. Paice uses for "confidential" trust paperwork and financial statements; (b) the Paices allegedly own and maintain this P.O. Box with another person named "Serena Crisamore," who is, allegedly, a convicted felon with a long and serious criminal history; (c) Ms. Crisamore has a social security number similar to Ms. Harold's, which allegedly indicates that she is similar in age to Ms. Harold; and (d) that her identity has been stolen by Ms.

² In order to avoid having to wait for the distribution check to arrive in the mail, Ms. Harold would direct Mr. Paice to log in to the USAA banking app using the login credentials she supplied him with and deposit the check to Ms. Harold's personal account. Once the Trustee became able to make transfers to Ms. Harold's bank accounts, Ms. Harold stopped directing Mr. Paice to do this.

Crisamore and that Mr. Paice may have been involved in the identity theft of his wife's grandmother, Ms. Harold.

These allegations are absolutely false. First, Mr. Paice does not know—and has never met—anyone by the name of Serena Crisamore. Second, Mr. Paice ***does not*** currently maintain a P.O. Box. He uses his home address for all mailings, statements, and accounts related to the Trust. Although the Paices have used a P.O. Box in years past, they no longer use or maintain this P.O. Box. The BECU Statements reflect the change in mailing addresses and the discontinued use of the P.O. Box. *Compare* BECU Statement for Period January 14, 2017 to February 10, 2017 (listing P.O. Box 48212 as mailing address) *with* BECU Statement for Period February 11, 2017 to March 10, 2017 (listing Mr. Paice's current home mailing address). Mr. Paice has ***absolutely no knowledge*** as to who, if anyone, now uses the old P.O. Box or what activities that P.O. Box may be currently used for. Finally, Mr. Paice has not—and would never—attempt to defraud Ms. Harold or steal her identity; any allegations to the contrary are deeply hurtful and baseless. Mr. Paice has worked closely with Ms. Harold—his wife's grandmother—to administer the Harold Trust ***for over a decade at no charge or enrichment to himself***. Mr. Paice and Ms. Harold are extended family. The Trustee has never received any compensation from the Trust for his services as Trustee. He has served as Trustee not for personal gain but to assist a family member—his wife's grandmother—who needed help administering her Trust and asked Mr. Paice to serve as Trustee. Any allegation that Mr. Paice would plot to defraud Ms. Harold or work in concert with another person to defraud her, is absolutely meritless and deeply upsetting.

The Trustee and Ms. Harold have a longstanding personal and familial relationship. Ms. Harold's hollow accusations and unfounded suspicions of Mr. Paice are extremely distressing. To the extent you have any evidence of Mr. Paice's involvement in any attempt to defraud Ms. Harold, then we respectfully request that you share it with us immediately. If you do not provide any evidence supporting this accusation, then we will assume that you have none.

B. Ms. Harold's Demand that Mr. Paice Resign

In your e-mail of November 19, you wrote that you “have not had any further response . . . responding to [Ms. Harold's] request that Mr. Paice immediately voluntarily resign as Trustee.” In our November 11 conference, however, I made it very clear that the Trustee does not agree to resign without a full release and discharge in place from all of the beneficiaries of the Trust. The Trustee's position has not changed since November 11: to the extent that Ms. Harold requests that the Trustee voluntarily resign without a release and discharge, the Trustee respectfully declines this request. The Trustee intends to petition the Court to approve the Trust Accountings, enter an order releasing and discharging him as Trustee, and appointing a successor trustee.

C. Ms. Harold's Demand for "Forensic Accounting" is Unnecessary

In your e-mail of November 19, you demanded that "that the Trustee personally initiate and pay for a forensic accounting of Ms. Harold's choice and he sign an affidavit that the information he will be supplying the accountant is complete, true and accurate." The Trustee respectfully declines this demand. First, a forensic accounting (or another accounting of the Trust) would not provide any value to the Trust. You admitted on November 11 that you had not reviewed the Trust Accounting already prepared and provided. Our office has already made the underlying BECU Statements and LPL Statements available to Ms. Harold, the remainder beneficiaries, and Mr. Edgar Saenz, the attorney representing Ms. Harold's son, Mr. Chuck Harold, and Ms. Harold has been copied on the LPL Statements themselves since 2014. Despite having been provided all of this material, it appears that Ms. Harold still does not understand the Trust Accountings, the BECU Statements, or the LPL Statements as she continues to harbor unfounded suspicions about Mr. Paice's actions as Trustee. In short, another accounting would be a waste of money and time at this point.

Second, we strongly disagree with any contention that Mr. Paice is obligated to pay for a forensic accounting personally. This request is contrary to the Trust. The Harold Trust makes it clear that "expenses incurred by the Trustee in the administration or protection of this Trust . . . shall be a charge upon the Trust Estate . . . Harold Trust, Art. IV, ¶¶ 10. There is absolutely no evidence of self-dealing, wrongful enrichment or breach of duty by Mr. Paice. Accordingly, he respectfully declines the request that he personally pay for a forensic accounting at this time.

To the extent that you believe a forensic accounting paid for by Mr. Paice personally is (1) required by the Trust; (2) required by law; or (3) made necessary because of evidence of improper conduct that has harmed Ms. Harold, then please immediately provide all evidence, authority, and support in favor of your position.

D. Ms. Harold's Demand for \$100,000 as an "Advance"

As we discussed on November 11, Mr. Paice, as Trustee, is extremely concerned that some of Ms. Harold's children are manipulating her and attempting to financially exploit her. You confirmed with me on November 11, however, that you represent Ms. Harold and that you do not represent any of Ms. Harold's children. Given the Trustee's concerns regarding Ms. Harold's children attempting to manipulate Ms. Harold, we are pleased that Ms. Harold is independently represented by counsel.

Mr. Paice, as Trustee, will make a one-time disbursement of \$10,000 from the Trust for your continued representation of Ms. Harold under the following conditions: (1) the disbursement will be made directly to Ms. Harold's trust account held at Blackwell Law P.C.; (2) the disbursement is a one-time disbursement and not a promise to pay any additional legal fees that may be incurred by Ms. Harold in the future; (3) you will represent Ms. Harold in any

Michelle A. Blackwell
November 23, 2022
Page 7

actions filed with regard to the Harold Trust, including, without limitation, any petition to approve the Trust Accountings, remove, release, and discharge Mr. Paice as Trustee, and appoint a successor trustee of the Trust. **This offer will remain open until Monday, November 28, 2022, at noon.**

In closing, we respectfully request that you review the Trust Accountings, the BECU Statements, and the LPL Statements provided with this letter as soon as possible. Please contact our office with any questions.

Very truly yours,

LANE POWELL PC

A handwritten signature in blue ink, appearing to read "A. Schilbach", is positioned above the printed name.

Aleksander Schilbach
Gail E. Mautner

Enclosures: Trust Accountings; Exhibits A-C
CC: David A. Paice (via e-mail)

134455.0001/9193927.2

Exhibit D

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FILED
2023 MAR 01 02:57 PM
KING COUNTY
SUPERIOR COURT CLERK
E-FILED
CASE #: 22-4-08326-1 KNT

HONORABLE WYMAN YIP
Hearing Date: March 17, 2023
Without Oral Argument

SUPERIOR COURT OF WASHINGTON FOR KING COUNTY

In Re the Matter of:

Case No. 22-4-08326-1 KNT

THE SHARON M. HAROLD
IRREVOCABLE TRUST DATED
NOVEMBER 12, 2004

a Trust.

**DECLARATION OF DAVID A.
PAICE, TRUSTEE, IN SUPPORT OF
MOTION FOR APPOINTMENT OF A
LITIGATION GUARDIAN AD LITEM
FOR SHARON M. HAROLD**

I, David A. Paice, declare as follows:

1. I am the Trustee of the Sharon M. Harold Irrevocable Trust dated November 12, 2004 ("Harold Trust" or "Trust"). I have personal knowledge of the facts set forth herein. I make this declaration based in support of the Motion for Appointment of a Litigation Guardian Ad Litem for Sharon M. Harold ("Motion for Appointment").

2. Sharon Harold's Abrupt Change of Behavior. Up until late September or early October 2022, Sharon Harold, the trustor and primary lifetime beneficiary of the Harold Trust, was supportive of my actions as Trustee of the Trust. In fact, when I spoke with her, Sharon would become agitated and upset that a few of her children were acting inappropriately toward the Trust and making false accusations against me. Attached as **Exhibit A** is a true and correct copy of text messages that I received from Sharon between Wednesday, August 3, 2022 and Thursday, August 18, 2022. Sharon and I generally discussed the accountings that I had provided to her on the telephone, and she made it very clear that she had no problem whatsoever approving the accountings, my actions as Trustee, and releasing and discharging me. Sharon ultimately executed the Release and Discharge document and mailed it back to my attorneys' office.

DECLARATION OF DAVID A. PAICE, TRUSTEE, IN SUPPORT OF
MOTION FOR APPOINTMENT OF A LITIGATION GUARDIAN AD
LITEM FOR SHARON M. HAROLD - 1
No. 22-4-08326-1 KNT

134455.0001/9299312.1

LANE POWELL PC
1420 FIFTH AVENUE, SUITE 4200
P.O. BOX 91302
SEATTLE, WASHINGTON 98111-9402
206.223.7000 FAX: 206.223.7107

3. Sharon's Recission of the Release and Discharge. In early October 2022, after she had executed the Release and Discharge, Sharon informed my attorneys that she was rescinding the Release and Discharge. This caught me by surprise as Sharon had always, to my knowledge, voiced support for me and my actions as Trustee of the Harold Trust. I believe that Sharon may have been under the influence of one or more of her children, who are residuary beneficiaries of the Harold Trust.

4. Sharon Harold's Durable Power of Attorney Dated October 21, 2022. I was not aware that Charles Harold or Amy Jane Small were appointed as co-attorneys-in-fact for Sharon until Charles Harold filed the Durable Power of Attorney of Sharon M. Harold dated October 21, 2022 as Exhibit A to his declaration made and filed in response to Michelle Blackwell's motion to withdraw.

I declare under penalty of perjury under the laws of the State of Washington that the foregoing is true and correct to the best of my knowledge.

Executed on this 28th day of February, 2023, at Seattle, Washington.

David A. Paice

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7 SUPERIOR COURT OF WASHINGTON FOR KING COUNTY

8 In Re the Matter of:

Case No. 22-4-08326-1 KNT

9 THE SHARON M. HAROLD
10 IRREVOCABLE TRUST DATED
NOVEMBER 12, 2004

GR 17 DECLARATION RE
ELECTRONIC DOCUMENT

11 a Trust.

12 I, Aleksander Schilbach, declare under penalty of perjury under the laws of the State of
13 Washington as follows:

14 1. I am an attorney with the law offices of Lane Powell PC located at 1420 Fifth
15 Avenue, Suite 4200, Seattle, Washington 98101, attorneys for Trustee David A. Paice, and make
16 this declaration pursuant to GR 17(a)(2).

17 2. I received the foregoing electronic signature page and attached to the document
18 entitled *Declaration of David A. Paice, Trustee, In Support of Motion for Appointment of a*
19 *Litigation Guardian ad Litem for Sharon M. Harold* to which this declaration is attached via
20 electronic mail at the following address: schilbacha@lanepowell.com.

21 3. I have personally examined the electronic document and confirm that it is a
22 complete and legible image.

23 4. The electronic document consists of ten (10) pages including this declaration.
24
25
26
27

1 Dated at Seattle, Washington on February 28, 2023.

2 LANE POWELL PC


3 By 
4 Aleksander Schilbach, WSBA No. 51693

Exhibit A

Text Messages Between Mr. Paice,
Trustee, and Ms. Sharon Harold

9:52



SH

Sharon

Wed, Aug 3 at 9:47 PM

Do you have the address for
Charlie, Amy, Angel, John, and
Joie?

If you do can you send them to
me?

Thu, Aug 4 at 7:13 AM

Of course. What for? John isn't
involved in this in any way at all.

I'm going to send the accountings
to all the kids since all are
beneficiaries.

Joie not John

Of course
Give me a couple of hours. Not
up yet

Has Amy written any more
letters? I think I only have only the
one.
I want you to charge any money
from your attorney to my trust

Send Message



9:52



SH

Share

Joie not Join

Of course
Give me a couple of hours. Not
up yet

Has Amy written any more
letters? I think I only have only the
one.
I want you to charge any money
from your attorney to my trust
You are NOT TO PAY anything out
of your own pocket. Did you get
a bill from Jeanne at Hathaway
Law?

Thu, Aug 8 at 10:12 AM

Charly: 5301 So Superstition Mt.
Dr
#103-350
Gold canyon, AZ 85110

John Harold
230 Westmont Dr. Reedsport, OR
97467

Angel Harold

Angel Harold



Search (1)



9:52



SH

Share

My Address Book

Charly: 5301 So Superstition Mt.
Dr
#103-350
Gold canyon, AZ 85119

John Harold
230 Westmont Dr. Reedsport, OR
97467

Angel Harold

Angel Harold
27411 Anthony Lane. #101
Canyon Country, 91387

Amy Jane Small
P.O. Box 352
Graeagle, CA 96103

Josette Harold/Ramirez
11319 Playa St
Culver City, CA 90230

Jenifer Harold Sawyer
1819 74th st E
Tacoma, WA 98404

Mon, Aug 8 at 9:55 PM



Send Message



9:52



SH

Sharon

Josette Harold/Ramirez
11319 Playa St
Culver City, CA 90230

Jenifer Harold Sawyer
1819 74th st E
Tacoma, WA 98404

Mon, Aug 8 10:08 PM

Please send me your attorney's statement

I have received it yet but will send it when received

🙏 thanks

Tue, Aug 11 10:04 AM

Check out page 7 of my trust.
D. NO CONTEST CLAUSE

Sun, Aug 14 10:04 PM

SIGNATURE Deposited a new message:
"Yeah. Hi, it's Gibby. Uh give me a call when you have a chance. I'm
Over the top in the world of life."

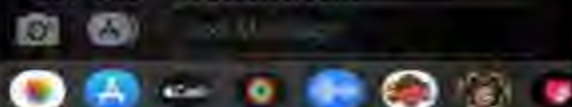




Exhibit E

FILED
2023 MAR 01 02:57 PM
KING COUNTY
SUPERIOR COURT CLERK
E-FILED
CASE #: 22-4-08326-1 KNT

HONORABLE WYMAN YIP
Hearing Date: March 17, 2023
Without Oral Argument

SUPERIOR COURT OF WASHINGTON FOR KING COUNTY

In Re the Matter of:

Case No. 22-4-08326-1 KNT

THE SHARON M. HAROLD
IRREVOCABLE TRUST DATED
NOVEMBER 12, 2004
a Trust.

**DECLARATION OF ALEKSANDER
R. SCHILBACH IN SUPPORT OF
MOTION FOR APPOINTMENT OF A
LITIGATION GUARDIAN AD LITEM
FOR SHARON M. HAROLD**

I, Aleksander R. Schilbach, declare as follows:

1. I am an attorney with Lane Powell PC, attorneys of record for David A. Paice (“Trustee”), in his capacity as successor trustee of the Sharon M. Harold Irrevocable Trust dated November 12, 2004 (“Harold Trust” or “Trust”). I have personal knowledge of the facts set forth herein. I make this declaration based in support of the Trustee’s Motion for Appointment of a Litigation Guardian Ad Litem for Sharon M. Harold (“Motion for Appointment”). In making this declaration to authenticate the attached exhibits and to describe non-privileged conversations that I have had with individuals other than my client, I am not waiving any attorney-client privilege held by our client as to our communications and legal advice, nor any work-product protections that attach to the legal services and work that we have done for him.

2. Telephone Conversation with Ms. Sharon Harold. On October 5, 2022, I received a telephone call from Ms. Sharon Harold. I called her back that same day and talked with her about the Release and Discharge of Successor Trustee, which she had executed on September 24, 2022, and which my office received on September 26, 2022. Ms. Harold informed me that she wished to revoke the release of the Trustee because she found some “discrepancies” in the Trust’s accounting. When I asked her what “discrepancies” she had found, she could not identify any. She

1 then told me that she “fe[lt] [she] [was] being pulled in five different directions by [her] children.”
2 I understood this to mean that she was being influenced or pressured by her children.

3 3. Oral Motion for Appointment of Litigation Guardian Ad Litem. During a hearing
4 in this matter on February 3, 2023 before Commissioner Henry Judson of the King County
5 Superior Court, I requested that Commissioner Judson appoint a litigation guardian ad litem for
6 Ms. Harold due to the concerning statements and facts included in Ms. Michelle Blackwell’s filed
7 declarations.

8 4. Unofficial Transcript of February 3, 2022 Hearing. My office ordered the audio
9 recording of the February 3, 2022 hearing before Commissioner Judson and prepared an informal
10 transcript of the hearing based on the audio recording for my office’s own internal usage. A true
11 and correct copy of the informal transcript of the February 3, 2023 hearing is attached to this
12 declaration as **Exhibit A**. This is not a formal transcript transcribed by a certified transcriptionist,
13 but I believe it to be an accurate report of what was said during the portion of the proceedings
14 where Commissioner Judson made his rulings.

15 I declare under penalty of perjury under the laws of the State of Washington that the
16 foregoing is true and correct to the best of my knowledge.

17 Executed on this 28th day of February, 2023, at Seattle, Washington.

18 
19 _____
20 Aleksander R. Schilbach

Exhibit A

Unofficial Transcript of February 3,
2022 Hearing before Commissioner
Henry Judson as Prepared by Mr.
Schilbach's Office Staff



MEMORANDUM

February 13, 2023

TO: File

FROM: Lane Powell PC

RE: *In re Sharon M. Harold Irrevocable Trust*
King County Superior Court Cause No. No. 22-4-08326-1 KNT
Transcription of February 3, 2023 Hearing Before Commissioner Henry Judson

Judge: Trust matter of Sharon Harold. King County Superior Court cause #22-4-08326-1. There are a number of people here today, and . . .

Schilbach: Good m—

Judge: Go ahead.

Schilbach: Your honor, Aleksander Schilbach on behalf of petitioner Mr. David Harold who's also—or David Paice, who's also here in the courtroom today, the trustee of the Sharon Harold irrevocable trust.

Judge: Alright. I see Mrs. Mautner as well, good morning.

Mautner: Good morning your honor, this is Mr. Schilbach's argument and I am here primarily as colleague and observer.

Judge: Alright, that's fine. So, for the responding parties, uh, I'll have counsel for responding parties, uh, identify him or herself and then introduce the other folks who are here today.

Blackwell: Good morning, your honor. Michelle Blackwell for respondent Sharon Harold. There is a motion to withdraw pending as well.

Judge: Alright. Who else is here on this case? I see Chuck Harold, John Harold, Sharon Harold, and someone entitled "Zoom user", are you here on this case? Person who's—go ahead . . .

Ramirez: This is Joey Harold Ramirez, I'm here for Sharon.

Judge: Oh, okay. Very good, thank you. Good morning.

Ramirez: Good morning your honor.

Judge: So, the person listed as “Zoom user,” who—are you connected to this case, or?

Paice: Oh, that might be me. My name’s David. I’m the trustee.

Judge: *You* are the trustee. Very good, I didn’t—

Paice: My apologies, I thought I’d changed that.

Judge: That’s okay, that’s fine. Alright, so, Mr. Schilbach, and folks: I received, really a massive amount of paperwork here. I did see a reply. The reply asked for additional time. Someone else has just come on—Ms. Loomis, are you here on this case?

Loomis: Yes, I am your honor.

Judge: And what is your connection to this case?

Loomis: Um, I am the granddaughter of Sharon Harold.

Judge: Alright, very good. That’s fine. So, as I was saying, there is an enormous amount of paperwork. There is a request in the reply to continue the matter because the rather significant amount of paperwork was not timely submitted according to court rules. Mr. Schilbach, I’ll hear from you on that.

Schilbach: Absolutely your honor, thank you. So, as the court is aware there is an enormous amount of paperwork, in fact I have it here: 300 pages or more of declarations and exhibits that were submitted late Monday; untimely as your honor recognized under the court rules. Given that these accusations, which most all of them appear to be completely baseless, go back 12 years, frankly, we don’t have enough time for today’s hearing to have this be a hearing on the merits and we would ask that the court continue this out on the calendar, *or*, our second request is that really the court give us a trial calendar—a 90 day trial calendar so that we can address these factual disputes. I think that there’s going to be tremendous difficulty in addressing this—just the volume of disputed facts—at 10 minutes aside on the Ex Parte calendar, and so we would ask that the court respectfully give us a case schedule—issue us a case schedule.

As for the merits—I don’t want to talk about the merits too much of the accusations in this mountain of pleadings, but many of them are completely false. For example, just one example of many, on page 7 they site a petition filed in the Los Angeles Superior Court from 2016, and then they say that Mr. Paice was appointed as trustee of another trust. Well, they conveniently omit the court order from that court denying the petition, in other words, Mr. Paice was never appointed trustee of the Joseph Daley Family Trust. And this false narrative runs throughout their pleadings. There’s a number of those types of things, we just simply don’t have enough time to formulate a response for your honor at this hearing today. I’m happy to answer any questions.

I also have another request, given that there was a number of pleadings filed by Mr. Harold, and then also Ms. Blackwell, the former, well, sounds like former attorney, for

the grantor Ms. Harold. Ms. Blackwell's declarations raised a number of very concerning and serious issues. Um, the trustee has always been willing and absolutely ready to make distributions for the trust for the purpose of having Ms. Harold independently represented by counsel, provided that those distributions go to the attorney, and provided that the attorney does not represent her children, who appear to have a material conflict of interest with their mother. I think this is reflected in the declarations Michelle Blackwell filed, um, and we would ask that the court appoint a litigation guardian ad litem, we think that's appropriate here, for a few reasons.

In the past—and I'm happy to make argument on this if your honor wants to hear this now or if the court would like to address the continuance. First, I'm not sure, but that in August for example, Ms. Harold texted my client and said, quote "she wants to sue her four kids for parent abuse." The next text stated that she has "deleted Charlie, John, Angel, and Amy," the respondents in the courtroom here today, from her phone. A few months later we sent her the accountings, she reviewed them, she signed a release. A few days later, or a week later, that was rescinded. When I called her and asked why she was rescinding the release she said "there's discrepancies" and did not—I asked what those were—she was not able to answer. And again, we believe that some of Ms. Harold's children have in fact—have access to her email somehow, and have basically corresponded pretending to be Ms. Harold. We believe that's a concerning, uh, very concerning issue, especially when there could be absolute conflicts of interest between their interests and their mother's interests as it pertains to the trust.

I think this is reflected in Ms. Blackwell's declaration which raises very serious issues it caused her to—as she stated, go to the Oregon State Bar ethics hotline, and we would ask that the court take this seriously and that the court appoint a guardian ad litem who can represent Ms. Harold, but also represent to the court what is going on with Ms. Harold. And so, your honor, unless the court has any questions, I'm happy to take those, but at this point we would ask that the court at a minimum continue this hearing for another in the future, or, even better, issue a case schedule and appoint a litigation guardian ad litem for Ms. Harold.

Judge: Alright. Thank you. So, there are a plethora of folks—Ms. Blackwell, do you want to respond at all?

Blackwell: Yes, thank you, your honor. Michelle Blackwell here. Your honor, thank you for taking the time this morning to hear this matter. I know that there is a large volume of paperwork, and some of which was filed and served on me at 4:27 PM last night to which I responded at lightning speed—within an hour. So I assume that the court has had the opportunity to read the supplemental declaration that I filed effectively this morning. And—I agree that Ms. Harold ought to have an attorney of her own choosing. I agree that a guardian ad litem should be appointed for Ms. Harold. I agree with the concerns about a potential conflict of interest, and, um, that are deeply concerning to me. The fact that I was not permitted, um, an opportunity to vet those with Ms. Harold herself before I was abruptly terminated by, um, Mr. Charles Harold, who held her power, or purports to hold her power of attorney.

I question a lot of things in this case, and I have quite a bit of information that I'm prohibited from sharing by the attorney-client confidentiality, unless I'm ordered to by the court. And, uh, I would simply state that this is a civil case: our fee agreement allowed Ms. Harold to terminate me at any time, or for me to terminate the representation at any time. In this case, I was terminated by the client's authorized, or purportedly authorized, representative. I was expressly instructed to withdraw within 2 days by that same representative in that same email terminating me. It put me in a catch-22 with CR-71. So I followed the client's instructions and our representation agreement and promptly filed a notice to withdraw, as the client's representative Mr. Charles Harold instructed me. I couldn't get it done within the 2 days, but I got it done in less than 10. I filed a proof of mailing—at the time of filing a proof of mailing I had received no objection to my withdrawal. Several days later, much to my surprise, the very person who had terminated me, and told me to do it within 2 days, then filed an objection stating that I had not waited 10 days. That was the reason I filed my alternative motion to withdraw, so the court had a method to proceed. I would ask the court to grant that motion to withdraw, effective as of the date stated the order. Thank you. I'm happy to answer any questions, and if the court orders me I'm certainly happy to share more information.

Judge: Alright, thank you. Mr. Charles Harold as to that issue, if in a position as a fiduciary you're asking counsel to withdraw within 2 days, what is the basis for objecting to the fact that they didn't?

C. Harold: Your Honor, I have an email I'd like to read—I don't think it violates attorney-client privilege because I'm not going to read a couple portions of it, but to say that I terminated representation is—I don't know where that came from, I have plain documentation that shows that Ms. Blackwell did not work on the petition. I'll read one paragraph if I may, from Ms. Blackwell?

Judge: Go right ahead.

C. Harold: "With the hearing coming up, we want to make sure the trust deposit is maintained at the agreed level of \$10,000. We'll need to receive the trust funds prior to appearing in a case or filing any objection and supporting documents. As the filing requires significant preparation, coordination, and advance work, your urgent attention to this matter is requested." That's dated December 29th, at 5:17pm. Our response to that was, in talking to my mother and Amy, who both have durable power of attorney—we can't spend any more money. She wanted the trust fund deposited. I said, "look, I gave you \$10,000 for the trust fund deposit, can you pay that \$6,000 out of the bill?" She took that portion out, then wanted the trust fund replenished, and I said, "It's irresponsible of me to run up my mother's credit cards anymore because we funded this thing on a credit card."

So, you know, did I fire her, did she resign? She brought up the fact that she was a vulnerable adult to us—my mother did. She brought that up as a legitimate question. I sent her some medical records and said: "Okay, that's fine. Let's make a determination on that." But, knowing that she's a vulnerable adult, she has a duty to go forward, your honor. I was not aware of that duty until I filed my objection. I did a little research, I

looked up CV-71 and said “Oh, wait a minute, she has to move forward.” And I think it’s really clear when she says: “We’ll need to receive the trust funds prior to appearing for the case of filing any objection,” that she had no intention of filing the objection. Because as you can see by the voluminous work we did on this, uh, by the way, it’s 250 pages, the exact amount of pages Mr. Schilbach submitted to the court. It’s the same amount of his cases, just a little side note. She couldn’t have possibly gotten this done. And we have other emails that say “I’m on vacation,” “I’m going to a lawyer retreat,” “Can’t, got to get back to you”—I have all these emails. She didn’t really do that sort of work in the case. Now, I think Ms. Blackwell’s competent and that she’s a good lawyer. When my mother approached us on this and said, “Well, can we help? We did some research.” You know, I think she’d be great to represent mom going forward, but, this costs money. And we’re here before the court because we don’t really have anymore, and that’s why we have filed this on ourselves.

If this was a different court room, your honor, we would not be filing this sort of a petition. We would be filing a protection order against Mr. Paice to allow us to get an oversight on what’s going on with this case so we can put her into an assisted living facility. It’s really not as complicated as it all sounds, I will let my writing speak for themselves. When you’re ready, I can respond to Mr. Schilbach as well.

Judge: Alright, and I am ready for that—

Blackwell: Your honor, pardon me, this is Michelle Blackwell. May I quote one email since now the door has been opened, and apparently the privilege is waived.

C. Harold: No, I don’t think you can, Michelle, because I didn’t waive privilege because I did not talk about anything about this case. So you’re not allowed to waive privilege and I’m directing you not to.

Blackwell: Your honor, I believe a fraud is being perpetrated on the court and I would ask the court to order—

Judge: Alright, wait. So, I’m going to do two things: I’m certifying this matter for a trial, first. Second, Ms. Blackwell appears to wish to withdraw as counsel. The objection to her withdrawal is dually noted, but it is clear to me that this is not a relationship that the counsel wishes to have continue. She is authorized to withdraw.

Blackwell: Thank you, your honor.

Judge: I’m going to have the issue of whether or not a litigation guardian ad litem should be appointed, that would be before the trial court, with the assigned judge. So, I know the attorneys know this, but for everybody else who is here, the court will enter an order certifying this matter for trial on a 90-day trial track. You will receive from the Clerk’s office a trial date only case schedule, and an assignment to a specific judge. Any issues relating to the discovery schedule, a briefing schedule, a different trial date, need to be brought before that judge. So, that’s what we’re doing today. This matter is clearly way, way, way too large to be resolved on the Ex Parte motions calendar. The

appropriate step is to move this before a judge who will have the time and the ability to delve into all of the issues and resolve this matter. So, Ms. Blackwell, do I have an order from you authorizing your withdrawal?

Blackwell: You do, your honor. I submitted it with my motion to withdraw.

Judge: Okay, let me double check.

Mautner: And your honor, we don't have—this is Gail Mautner, Mr. Schilbach's Zoom apparently totally crashed on him—he's been sending me frantic texts and is now in the waiting room, waiting to come in. Given that your honor has ruled, we don't have a proposed order certifying for trial but I believe the bench has it.

Judge: I do.

Mautner: As a form.

Judge: Yeah, I do have the form order, which is the order that will make the clerk happy. So, that is the order that we will use.

Mautner: Thank you, your honor.

Judge: And, should we have a proposed order from Ms. Blackwell? Ms. Blackwell, you may need to send a copy of that order in, I'll give you the email address to send it to. It is: scexparteorders@kingcounty.gov.

Blackwell: I've got that and I'll mail it, this morning, thank you.

Judge: Alright, very good.

Mautner: Thank you, your honor, and we can renew our motion for appointment of a litigation guardian ad litem before the trial judge?

Judge: Yes, yes indeed.

Mautner: Yeah, it sounds—based on what Ms. Blackwell has said, that that is absolutely imperative before this case go forward. And I see Ms. Blackwell nodding, so I appreciate that.

C. Harold: Your honor, I think it might be nice to hear from my mother about what she thinks about all of this discussion. It's her case.

Judge: It is her case.

C. Harold: Before we appoint a guardian ad litem, you can make your own determination right here and talk to her.

Judge: I'm not going to do that, sir. I've already told you what I am going to do and what I'm not going to do.

C. Harold: Okay. Thanks, your honor.

Judge: That's a matter to be brought before the assigned judge, I want to give people an opportunity to be able to think about this and respond to it instead of doing it on the fly. So, I will enter the order that certifies the matter for a trial, and Ms. Blackwell, will send in the order allowing her to withdraw. I will sign both orders, and court staff will send copies out. So, very good folks. Thank you, take care. I'm sorry this is somewhat of an anticlimax today, but I believe this is the appropriate way to handle a matter with this many moving parts. Thank you.

Exhibit F

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6 IN THE SUPERIOR COURT OF WASHINGTON
7 IN AND FOR THE COUNTY OF KING

8 In re the Matter of

NO. 22-4-08326-1 KNT

9 THE SHARON M. HAROLD
10 IRREVOCABLE TRUST DATED
11 NOVEMBER 12, 2004,

12 a Trust.

DECLARATION IN SUPPORT OF
ALTERNATIVE MOTION FOR
WITHDRAWAL BY ORDER FOR
RESPONDENT SHARON M. HAROLD

13
14 Michelle A. Blackwell declares:

15 1. I am or was the attorney of record for Sharon M. Harold in the above-captioned
16 action.

17 2. Before undertaking the representation in October 2022, I personally met with
18 Sharon Harold at her residence in Reedsport, Oregon, without any other person present -
19 in order to assess her capacity. She was oriented to time, place and person, and was
pleasant, responsive and engaging. Thereafter, I mailed her and she signed a written
representation agreement with my office that states in relevant part:

20 **Termination and Withdrawal.** You may discharge us or we may
21 withdraw as your attorneys at any time with or without cause. In
22 particular, we reserve the right to stop work on your behalf and
23 withdraw as your attorney at any time. You may terminate our
24 services at any time upon delivery of a written notice to us stating
25 that you wish to terminate this agreement. Should you terminate
26 our services, we are entitled to bill you and be paid for all fees and
costs incurred on your behalf through file closing. Unless we
specifically agree to do so in writing, we will not be obligated to
perform any further services, or advance any expenses to, for, or

1 on your behalf after file closing. Upon discharge or withdrawal, we
2 will promptly turn over to you your original file in electronic
3 format upon your written request. We will also retain an electronic
4 copy of your file for our records. If we are attorney of record for
5 you in any proceedings at the time services are terminated, you
6 hereby agree to authorize our filing of a Substitution or
7 Withdrawal of Counsel.

8 3. On January 3, 2023, I learned new information that caused me to be concerned
9 whether Sharon Harold might be vulnerable or disabled to an extent I had not been
10 previously advised or able to ascertain on my initial in-person visit with her. I promptly
11 contacted the State Bar ethics hotline and was advised that I could continue to represent
12 her under the circumstances so long as I met with her again in person before proceeding.
13 My services were terminated before my schedule permitted me to visit Sharon Harold
14 again.

15 4. On or before January 19, 2023, my services were terminated by the client's
16 authorized agent via email on which Sharon Harold was copied. I "replied all" to the
17 email, and acknowledged the termination. In the email, I was authorized to tell the
18 Trustee that it was due to lack of funds to pay me or words to that effect. From that email
19 correspondence and from our representation agreement, I understood the client could
20 terminate my services at any time and that I was required to withdraw my appearance in
21 less than 10 days. At no time since has Sharon Harold ever communicated to me that she
22 changed her mind or that she objects in any way to the termination of my services.

23 5. On January 19, 2023, I promptly filed a Notice of Intent to Withdraw with the
24 court and served it on Sharon Harold and other parties and interested persons who had
25 appeared as a matter of record at that time. In light of the client's termination of my
26 services, the Notice provided reasonable notice to the client and allowed her time to seek
other counsel prior to the hearing if she so choose. If anything prevents her from seeking
new counsel, it is the Trustee's refusal to disburse funds. After filing the Notice and
before filing the Proof of Mailing, I received and answered a question from an interested
person about the Notice. I did not receive any actual objection to my Notice of
Withdrawal from anyone as of the date on which I filed the Proof of Mailing.

21 6. Further on January 19, 2023, I emailed and mailed Sharon Harold a written file
22 closing letter memorializing the client's termination of my representation. The mailed
23 copy was sent first class U.S. mail properly addressed to her residence in Reedsport,
24 Oregon from US Post Office in Eugene, Oregon, with sufficient postage prepaid, and it
25 was not returned even though my business address was printed on the envelope as the
26 return address. That same day, I also sent a PDF copy of that letter to Sharon Harold via
email at smharold7@gmail.com together with a request for a delivery receipt, which
delivery receipt shows the email was delivered to her.

1 7. On January 23, 2023, I mailed Sharon Harold her final account statement (paid in
2 full) together with a trust check for her trust balance remittur. The final statement and
3 trust remittur was sent to Sharon Harold via first class U.S. mail properly addressed to
4 her residence in Reedsport, Oregon from US Post Office in Eugene, Oregon, with
sufficient postage prepaid, and it was not returned even though my business address was
printed on the envelope as the return address.

5 8. On January 26, 2023, I filed a Proof of Mailing with the court. Because the
6 representation agreement allowed the client to terminated me at any time and because I
7 understood the termination email required it be accomplished in less than 10 days, it was
8 not possible to strictly conform with all the requirements of CR 71(a). Thus, the Proof of
9 Mailing indicated the Notice was duly served or service was waived. The Proof of
10 Mailing was duly served on Ms. Harold and all other parties and interested persons who
appeared as a matter of record at that time. Up through the filing of the Proof of Mailing,
I caused all communications, pleadings and other papers to be shared with Ms. Harold as
those occurred. I have not had any communications with her since then.

11 9. My charges have been paid in full through January 23, 2023. I understand the
12 client terminated my services because she was unable to afford to pay me.

13 10. On multiple occasions throughout the representation, Sharon Harold and I made
14 requests for the Trustee to disburse funds to pay Sharon Harold's attorney fees. The
15 Trustee refused initial requests. I believed \$60,000.00 was more than an adequate trust
16 deposit. Thereafter, the Trustee's attorney mailed a letter from Seattle, Washington, to
17 my business address in Eugene, Oregon, offering \$10,000.00 for attorney fees but the
18 offer was arbitrarily held open for only about 3 days from the date of the letter, which
19 provided less than 1 business day to respond by the time it was actually delivered to my
20 office. The offer did not allow a sufficient time to respond, and I told the Trustee's
21 attorney so. Nevertheless, we responded and requested the funds, and were told the
22 Trustee was away for a time serving National Guard duty and would consider the request
and respond upon his return. Weeks went by and we heard nothing and received no
distribution toward fees. To this day, to my knowledge, the Trustee has failed and
refused and continues to fail and refuse to provide any distribution to Sharon Harold to
assist her in employing counsel. If there is any prejudice to Sharon Harold, she is
prejudiced by the Trustee's arbitrary failure to distribute funds to assist her in paying for
an attorney to represent her during these proceedings. It is was caused her to terminate
my services.

23 11. All objections to the accounting have been filed and preserved by interested
24 persons, namely Sharon Harold's adult children who are residuary beneficiaries of the
25 Trust. Ms. Harold bears no burden of prosecution or burden of proof of those objections.
There are no other objections of which I am aware that have not been presented. In

1 fairness to Ms. Harold and in accordance with the objection to my withdrawal filed by
2 interested person(s) on January 30, 2023, the Trustee should be ordered to distribute
3 funds to Sharon Harold so that she can employ new counsel to represent her. The Trustee
4 filed an expedited TEDRA proceeding then deprived Sharon Harold of the ability to
5 secure representation.

6 12. Withdrawal itself will not delay trial or otherwise interfere with the functioning of
7 the court, although sufficient time and funds should be granted to Sharon Harold to
8 employ new counsel if she chooses. Sharon Harold has paid my fees through January 23,
9 2023. She has failed to cooperate with me and has failed to participate in her case in a
10 way that would allow me to meaningfully represent her at hearing. A denial of
11 withdrawal will cast an unfair financial burden on me. There is no other prejudice to the
12 client except to the extent the Trustee has failed and refused to disburse funds for Sharon
13 Harold to employ counsel, despite repeated requests.

14 13. Today I spoke with the King County Civil Clerk and learned that the docket does
15 not show me as attorney of record as a final result of my filing of the Proof of Mailing on
16 January 26, 2023. However, given the objection to my withdrawal filed on January 30,
17 2023, I have filed this alternative motion out of an abundance of caution.

18 14. Even if the Trustee were to disburse funds to pay Sharon Harold's attorney fees, I
19 cannot represent her due to a non-waivable conflict of interest that has arisen. I must
20 withdraw.

21 **I declare under penalty of perjury under the laws of the State of Washington that**
22 **the foregoing is true and correct.**

23 Dated: February 1, 2023 at Eugene, Oregon.

24 

25 _____
26 Michelle A. Blackwell

Exhibit G

1 FILED
2 2023 FEB 03 09:00 AM
3 KING COUNTY
4 SUPERIOR COURT CLERK
5 E-FILED
6 CASE #: 22-4-08326-1 KNT

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IN THE SUPERIOR COURT OF WASHINGTON
IN AND FOR THE COUNTY OF KING

In re the Matter of

NO. 22-4-08326-1 KNT

THE SHARON M. HAROLD
IRREVOCABLE TRUST DATED
NOVEMBER 12, 2004,

a Trust.

SUPPLEMENTAL DECLARATION OF
MICHELLE A. BLACKWELL IN
SUPPORT OF ALTERNATIVE MOTION
FOR WITHDRAWAL BY ORDER FOR
RESPONDENT SHARON M. HAROLD

Michelle A. Blackwell declares:

1. I am or was the attorney of record for Sharon M. Harold in the above-captioned action.
2. I dispute each and every allegation, matter and thing stated in the Declaration of Charles A. Harold filed today in response to the motion for withdrawal by order, except as previously asserted or admitted in my motion and supporting declaration.
3. Since 2015, I was and am a Martindale AV-rated Preeminent Attorney – Judicial Edition. I have practiced law in five (5) States over my 30-year legal career in good standing at all times, with no disciplinary history. I was a partner at an AV-rated law firm for many years before starting my own law firm in 2015.
4. At all material times, I worked diligently and efficiently on behalf of Sharon Harold. All of the terms and conditions and my billable hour rate were disclosed in a writing signed by all parties involved at the inception of the representation. Our law firm's trust deposit policy is expressly stated therein, and Charles Harold was aware and agreed that trust deposits are held in trust and applied to costs and the final bill at the attorney's discretion, and that monthly statements are due in full when presented.

1 5. For a few days in January 2023, I did briefly pause work and require the then-
2 aged account be brought current because a payment was rejected by my bank and I had a
3 lot of time in WIP. I had already accommodated one request to apply trust to the aged
4 account, which I accommodated on the condition the trust be replenished – which never
5 happened. There was NO prejudice to the client because I promptly acted upon all action
6 items for me and continued to communicate.

7 6. My file contains all of the usual and customary research, work, notes, pleadings
8 and correspondence one might expect at this stage of fast track trust litigation. At no
9 time before today did Charles Harold or Sharon Harold ever object to or question my
10 work, the amount of my bills, my integrity, the quality of my work, or the time spent.

11 7. Only after I was terminated and instructed to withdraw within two days did I file
12 the notice of withdrawal and proof of mailing, followed by my motion to withdrawal by
13 order. I did not seek to withdrawal or indicate a desire to withdrawal before being
14 terminated. I was surprised at being terminated.

15 8. Before undertaking the representation in October 2023, I inquired about Sharon
16 Harold's mental and physical health and capacity. I specifically inquired about any
17 causes or symptoms of dementia, as I do in every case involving an elderly client. I also
18 personally met alone with Sharon Harold and she presented as alert and oriented. Only
19 then did I agree to the representation. I later learned that important information had been
20 withheld from me and that Sharon Harold had in fact suffered a pre-existing significant
21 head injury which is now a matter of record in this case. This led me to contact my ethics
22 board and to require another meeting with Sharon Harold before I could do further work.
23 To that extent, as required by my ethics board, it is accurate to state that I had to "stop
24 work." Charles Harold terminated my services before I could meet her again.

25 9. There is much more that I would like to tell the court about this matter, but due to
26 confidentiality I am advised that I may only do so pursuant to an order of the court. If the
court so orders, I request that I may speak with the Judge in camera so a preliminary
analysis may be may of what information is relevant and helpful to these matters.

10 10. If Charles Harold truly believes I have done a poor job representing Sharon
11 Harold, then I do not understand why he wants me to continue to represent her.

12 **I declare under penalty of perjury under the laws of the State of Washington that**
13 **the foregoing is true and correct.**

14 Dated: February 2, 2023 at Eugene, Oregon.

15 

16 _____
17 Michelle A. Blackwell

CERTIFICATE OF SERVICE

I certify that on February 2, 2023 after 5 pm PST, effective February 3, 2023, I both (1) mailed by US First Class Mail with sufficient postage prepaid and (2) electronically emailed a copy of the foregoing SUPPLEMENTAL DECLARATION OF MICHELLE A. BLACKWELL to the following persons at the following addresses:

<p>Aleksander R. Schilbach, WSBA #51693 Gail Mautner, WSBA #13161 LANE POWELL, PC 1420 Fifth Avenue, Suite 4200 PO Box 91302 Seattle, Washington 98111-9402</p> <p>Of Attorneys for Petitioner-Trustee David A. Paice</p> <p>Email: schilbacha@lanepowell.com, mautnerg@lanepowell.com, webbs@lanepowell.com and docketing@lanepowell.com</p>	<p>Sharon M. Harold 100 River Bend Road, Space #103 Reedsport, OR 97467 Email: smharold7@gmail.com Respondent-Sole Qualified Beneficiary</p> <p>CHARLES A. HAROLD, PRO SE 1455 N. TOMAHAWK ROAD APACHE JUNCTION, AZ 85119 EMAIL: CHUCKHAROLD@GMAIL.COM Residuary Beneficiary</p>
<p>John J. Harold 230 Westmont Dr. Reedsport, OR 97467 Tel: (541) 662-6262 Email: john6231@live.com Residuary Beneficiary</p> <p>Amy Jane Small P.O. Box 352 Graeagle, CA 96103 Tel: (805) 827-0051 Email: aj.harold9@gmail.com Residuary Beneficiary</p> <p>Angel Harold 9317 Balcom Ave. Northridge, CA 91325 Tel: (661) 289-4238 Email: angelharold25@gmail.com Residuary Beneficiary</p>	<p>Josette Harold Ramirez 11319 Playa St. Culver City, CA 90230 Tel: (310) 280-6229 Email: joebabe007@gmail.com Residuary Beneficiary</p> <p>Jenifer Sawyer 1819 74th St. E Tacoma, WA 98404 E-mail: send2jen3@hotmail.com Residuary Beneficiary</p> <p>Nicole Loomis 31688D U.S. 97 Tonasket, WA 98855 E-mail: nikkiloomis20@gmail.com Residuary Beneficiary</p>

1 Pursuant to CR 5(b)(7), electronic service was consented to in writing by the
2 Trustee's attorney.

3
4 BLACKWELL LAW, PC

5 s/Michelle A. Blackwell
6 Michelle A. Blackwell, WSB # 40355
7 Blackwell Law, PC
8 747 Blair Boulevard
9 PO Box 10326
Eugene, OR 97440
Tel: (541) 345-8800
Email: mblackwell@blackwell.law

Exhibit H

FILED
2023 MAR 01 02:57 PM
KING COUNTY
SUPERIOR COURT CLERK
E-FILED
CASE #: 22-4-08326-1 KNT

HONORABLE WYMAN YIP
Hearing Date: March 17, 2023
Without Oral Argument

SUPERIOR COURT OF WASHINGTON FOR KING COUNTY

In Re the Matter of:

Case No. 22-4-08326-1 KNT

THE SHARON M. HAROLD
IRREVOCABLE TRUST DATED
NOVEMBER 12, 2004

a Trust.

**MOTION FOR APPOINTMENT OF A
LITIGATION GUARDIAN AD LITEM
FOR SHARON M. HAROLD**

I. INTRODUCTION

David A. Paice (“Trustee”), successor trustee of the Sharon M. Harold Irrevocable Trust dated November 12, 2004 (“Harold Trust” or “Trust”), respectfully urges the Court to appoint a litigation guardian ad litem (“LGAL”) for Respondent Sharon M. Harold, the 87-year-old primary lifetime beneficiary of the Harold Trust. The Trustee’s request stems from concerning behavior of Ms. Harold, combined with concerning comments made by Ms. Harold’s former counsel, Ms. Michelle A. Blackwell, regarding the circumstances of Ms. Blackwell’s withdrawal as counsel for Ms. Harold.

To be clear, the Trustee does not suspect any misconduct on Ms. Blackwell’s part. However, Ms. Blackwell’s filed declarations and her comments to Commissioner Henry Judson during a hearing on February 3, 2023 suggested that (a) Ms. Blackwell’s former client, Ms. Harold, is suffering from incapacity that renders her unable to represent her own interests in this proceeding and (b) Ms. Harold has fallen under the influence of a few of her adult children who are residuary beneficiaries of the Harold Trust and Respondents in this action. Indeed, Ms. Blackwell repeatedly offered to share her concerns about her former client, Ms. Harold, with the Commissioner *in*

1 camera; the Commissioner advised Ms. Blackwell that it was the trial judge to whom she should
2 be making that offer.

3 Because Ms. Harold's children are residuary beneficiaries of the Trust (i.e., the Trust's
4 assets will be distributed to them outright upon Ms. Harold's death), they necessarily have
5 divergent interests from those of Ms. Harold, who is a lifetime beneficiary of the Trust. Therefore,
6 RCW 11.96A.120 prohibits them from serving as virtual representatives and they cannot substitute
7 for an independent court-appointed LGAL, pursuant to RCW 4.08.060. The LGAL should be paid
8 from the Trust for all reasonable costs. The Court is urged to appoint an LGAL to protect Ms.
9 Harold in these proceedings.

10 II. FACTS

11 A. Ms. Harold and the Trustee, who is married to Ms. Harold's granddaughter, have 12 enjoyed a warm relationship for two decades.

13 Mr. Paice, the Trustee, is married to Ms. Harold's granddaughter and is Ms. Harold's
14 grandson-in-law. Decl. of David A. Paice, Trustee, Dkt. #3 ¶ 2. The Trustee has known Ms. Harold
15 for over 20 years and up until very recently, has always enjoyed a warm, friendly, and positive
16 relationship with Ms. Harold. *Id.* Mr. Paice has served as successor trustee of the Harold Trust, an
17 irrevocable trust for the primary benefit of Ms. Harold, since early 2010. *Id.* ¶ 3. Up until October
18 2022, for almost all of the time as trustee of the Harold Trust, the Trustee and Ms. Harold have
19 enjoyed a positive relationship. *Id.* ¶¶ 1-11 (describing relationship with Ms. Harold and Ms.
20 Harold's children's wholly baseless accusations against the Trustee). Some of Ms. Harold's
21 children, however, have accused the Trustee of improper conduct. *See id.* ¶¶ 10-11 (describing and
22 debunking allegations of improper conduct). The Trustee has done nothing improper and has
23 nothing to gain by acting improperly toward his wife's grandmother whom he has known for over
24 20 years. *Id.* ¶ 10.

25 B. Given Ms. Harold's abrupt change in demeanor, the Trustee suspects that several of 26 Ms. Harold's children are taking advantage of her or that Ms. Harold may be losing 27 competency.

On September 28, 2022, with the Trustee seeking to resign as successor trustee of the

1 Harold Trust, the Trustee sought, and initially obtained, Ms. Harold's agreement to release and
2 discharge the Trustee. *See* Decl. of Aleksander R. Schilbach, Dkt. # 13, ¶¶ 2, 4, 6 & Ex. C. As part
3 of her Release and Discharge of Successor Trustee of the Sharon M. Harold Irrevocable Trust
4 Dated November 12, 2004 ("Release and Discharge") Ms. Harold truthfully asserted the following:

5 I am the grantor and current beneficiary of the Sharon M. Harold
6 Irrevocable Trust dated November 12, 2004 ("Trust").

7 David Paice ("David") is the current trustee of the Trust. David has
8 served as trustee of the Trust from on or around March 1, 2010 to
the present.

9 David provided me with full and complete accountings for the Trust
10 for the period from January 2010 to December 2021
("Accountings").

11 I have had the opportunity to review the Accountings and to seek
12 additional information from David regarding the administration of
the Trust.

13

14 ***I have been advised to have this Release reviewed and explained***
15 ***to me by counsel of my own choosing prior to my signing, and I***
have had a sufficient and reasonable amount of time to do so.

16 [Signed by Sharon M. Harold, individually and as grantor-
beneficiary of the Harold Trust and dated September 24, 2022]

17 *Id.* Ex. C. (emphasis added). In addition, around the time she received the Release and Discharge,
18 Ms. Harold told the Trustee that she had no problem executing the Release and Discharge and
19 releasing the Trustee for his actions as trustee. Decl. of David A. Paice, Trustee, in Support of
20 Motion for Appointment of Litigation Guardian Ad Litem for Sharon M. Harold ¶ 2.

21 A week later, in early October 2022, Ms. Harold unexpectedly advised that she wanted to
22 rescind her execution of the Release and Discharge. Schilbach Decl., Dkt. #13 ¶ 6. When counsel
23 for the Trustee returned Ms. Harold's telephone call to him and asked why she wished to rescind
24 the Release and Discharge, Ms. Harold stated there were "discrepancies" but was unable to
25 identify, describe, or explain what those "discrepancies" were. *Id.* She also informed the Trustee's
26 attorney on the telephone that she "fe[lt] [she] [was] being pulled in five different directions by
27 [her] children." Declaration of Aleksander R. Schilbach ¶ 2.

1 Ms. Harold's rescission of the Release and Discharge in October 2022 surprised the
2 Trustee. Paice Decl. ¶ 3. Previously, Ms. Harold had supported and approved the Trustee's
3 decisions, including his hiring of counsel with Trust funds to defend against her children's attacks.
4 *Id.*, Ex. A. For example, in early August 2022, Ms. Harold texted the Trustee and urged him that
5 the Trust should pay for the Trustee's counsel:

6 Has Amy [Jane Small] written any more letters? I think I only have
7 only the one. I want you to charge any money from your attorney to
8 my trust[.] You are NOT TO PAY anything out of your own
pocket. . . .

9 *Id.*, Ex. A (text from Ms. Harold to the Trustee dated August 4, 2022). A week later, and in
10 response to a few of Ms. Harold's children's false accusations against the Trustee, Ms. Harold
11 urged the Trustee to consider how the Harold Trust's no-contest clause, which is in Article IV, ¶ D
12 of the Trust, may be used to defend against her children's baseless attacks:

13 Check out page 7 of my trust. D. NO CONTEST CLAUSE

14 *Id.*, Ex. A (text from Ms. Harold to the Trustee dated August 11, 2022).

15 Then, on August 18, 2022, Ms. Harold texted the Trustee that she wanted to "sue" her
16 children for "parent abuse" and that she had even deleted a few of her children—Respondents
17 Charles Harold, John Harold, Angel Harold, and Amy Jane Small—from her telephone:

18 I want to sue my 4 kids for parent abuse.

19 I have deleted Charly, John, Angel & Amy from phone.

20 *Id.*, Ex. A.

21 C. ***"Your honor, I believe a fraud is being perpetrated on the court": Attorney Blackwell's***
22 ***declarations and statements in open court to Commissioner Judson cast serious doubt***
on Ms. Harold's competency and raised the specter of undue influence and financial
exploitation by some of her children.

23 After Ms. Blackwell, Ms. Harold's former attorney, was discharged by Ms. Harold's eldest
24 son, Respondent Charles Harold, Ms. Blackwell sought court approval of her withdrawal as
25 counsel for Ms. Harold. Notice of Intent to Withdraw, Dkt. # 18; Alternative Motion for
26 Withdrawal by Order for Respondent Sharon M. Harold, Dkt. # 35. Ms. Blackwell submitted two
27 declarations in support of her motion to withdraw, and these declarations raised new alarming

1 facts.

2 First, Ms. Blackwell explained that before undertaking the representation of Ms. Harold in
3 October 2022, she met in person with Ms. Harold alone in order to assess her capacity and found
4 her competent:

5 Before undertaking the representation in October 2022, I personally
6 met with Sharon Harold at her residence in Reedsport, Oregon,
7 without any other person present - in order to assess her capacity.
8 She was oriented to time, place and person, and was pleasant,
9 responsive and engaging. Thereafter, I mailed her and she signed a
10 written representation agreement with my office

11 Blackwell Decl. dated Feb. 1, 2022, ¶ 2. Then, on January 3, 2023, Ms. Blackwell learned new
12 information that caused her to believe that Ms. Harold may be “vulnerable or disabled”:

13 On January 3, 2023, *I learned new information that caused me to*
14 *be concerned whether Sharon Harold might be vulnerable or*
15 *disabled to an extent I had not been previously advised or able to*
16 *ascertain on my initial in-person visit with her.* I promptly
17 contacted the State Bar ethics hotline and was advised that I could
18 continue to represent her under the circumstances so long as I met
19 with her *again in person* before proceeding. My services were
20 terminated before my schedule permitted me to visit Sharon Harold
21 again.

22 *Id.* ¶ 3 (emphasis added). Even more concerning and puzzling was Ms. Blackwell’s statement that
23 information about Ms. Harold’s health and capacity had been withheld from her:

24 Before undertaking the representation in October 2023, I inquired
25 about Sharon Harold’s mental and physical health and capacity. I
26 specifically inquired about any causes or symptoms of dementia, as
27 I do in every case involving an elderly client. I also personally met
alone with Sharon Harold and she presented as alert and oriented.
Only then did I agree to the representation. *I later learned that*
important information had been withheld from me and that
Sharon Harold had in fact suffered a pre-existing significant head
injury which is now a matter of record in this case. This led me to
contact my ethics board and to require another meeting with Sharon
Harold before I could do further work. *To that extent, as required*
by my ethics board, it is accurate to state that I had to “stop work.”
Charles Harold terminated my services before I could meet her
again.

Blackwell Decl. dated Feb. 2, 2022, Dkt. #39, ¶ 8 (emphasis added). Ms. Blackwell also explained:

There is much more that I would like to tell the court about this
matter, but due to confidentiality I am advised that I may only do so
pursuant to an order of the court. If the court so orders, I request that

1 I may speak with the Judge in camera so a preliminary analysis may
2 be may of what information is relevant and helpful to these matters.

3 *Id.* ¶ 9.

4 In response to Ms. Blackwell's statement during the hearing on February 3, counsel for the
5 Trustee orally requested Commissioner Judson to appoint an LGAL for Ms. Harold. Schilbach
6 Decl. ¶ 3. Ms. Blackwell agreed with the Trustee's counsel that "a guardian ad litem should be
7 appointed for Ms. Harold." *Id.*, Ex. A.¹ She also told Commissioner Judson that she found the
8 circumstances under which a conflict of interest had arisen to be "deeply concerning," especially

9 [t]he fact that [Ms. Blackwell] was not permitted an opportunity to
10 vet those [concerns] with Ms. Harold herself before [she] was
11 abruptly terminated by [Respondent] Charles Harold, who held [Ms.
12 Harold's] power, or ***purports to hold her power of attorney***.

13 *Id.*, Ex. A at 3 (emphasis added). Ms. Blackwell then told Commissioner Judson that she had
14 additional information that she could not share in open court without waiving privilege, and no
15 less than three times suggested to Commissioner Judson that he order her to discuss this additional
16 information with him *in camera*. *Id.*, Ex. A at 3–5.

17 When Respondent Charles Harold attempted to explain to Commissioner Judson why he
18 had ordered his mother's attorney to withdraw and then objected to her withdrawal, Ms. Blackwell
19 interjected—"Your honor, ***I believe a fraud is being perpetrated on the court*** and I would ask the
20 court to order..."—at which point Commissioner Judson proceeded to grant her motion to
21 withdraw. *Id.*, Ex. A at 5 (emphasis added). Counsel for the Trustee confirmed her understanding
22 that the Trustee should renew the motion for appointment of an LGAL before the trial judge
23 because "based on what Ms. Blackwell has said, that that is absolutely imperative before this case
24 go forward. And I see Ms. Blackwell nodding," in apparent agreement with that statement. *Id.*, Ex.
25 A at 6. Commissioner Judson confirmed that this motion should be presented to the trial judge, *id.*,
26 which is now being done.

27 ¹ The transcript attached to Mr. Schilbach's declaration as Ex. A is not a certified court reporter transcript, but an
informal transcription of the recording of the February 3, 2023 hearing before Commissioner Judson that was prepared
by staff in Mr. Schilbach's office. Nonetheless, counsel believes it to be an accurate report of the participants'
statements during the proceedings. The actual audio recording can be provided to the Court.

1 **D. Respondent Charles Harold and his sister, Respondent Amy Jane Small, remainder**
2 **beneficiaries of the Harold Trust, are purportedly Ms. Harold's co-agents-in-fact**
3 **under a Durable Power of Attorney.**

4 In response to Ms. Blackwell's Alternative Motion for Withdrawal by Order for
5 Respondent Sharon M. Harold (Dkt. #35), Respondent Charles Harold asserted:

6 I have standing as an attorney-in-fact with power to litigate for
7 Sharon M. Harold. Exhibit A to this declaration in reply contains my
8 power of attorney instrument.²

9 Decl. of Charles A. Harold in Response to Alternative Motion for Withdrawal by Michelle
10 Blackwell, Dkt. #37, ¶ 2 & Ex. A ("Durable General Power of Attorney of Sharon M. Harold dated
11 October 21, 2022"). The Durable General Power of Attorney of Sharon M. Harold provides that
12 Respondents Charles Harold and Small have the power to act "with regard to" the Harold Trust:

13 **ARTICLE 2. Specific Authority.** Specifically, but without
14 limiting the foregoing, I authorize my Agent to act with regard to
15 any and all actions for an account, breach of fiduciary duty, demand
16 for payment, retain counsel, or similar matters, with regard to the
17 Sharon M. Harold Irrevocable Trust dated November 12, 2004, and
18 any subsequent litigation, whether at trial or on appeal, or in
19 Bankruptcy court. . . .

20 *Id.*, Ex. A at 1. The Trustee was previously unaware that Respondent Charles Harold and
21 Respondent Amy Jane Small had been appointed co-agents-in-fact for Ms. Harold. Paice Decl.
22 ¶ 4.

23 Unlike Ms. Harold, who is a lifetime beneficiary of the Harold Trust, Respondent Charles
24 Harold and Respondent Amy Jane Small are remainder beneficiaries of the Harold Trust. Ms.
25 Harold has the right to receive distributions of income and principal in accordance with the Trust's
26 provisions during her life, but upon her death the Trust's assets are distributed in equal shares to
27 her children, free of trust:

Upon the death of the Grantor [Sharon Harold], and undistributed
income of the Trust Estate ***shall be added to and become principal***
and the Trust Estate as then constituted shall be distributed by the

² The Trustee assumes Mr. Harold means that he believes he can act as virtual representative for his mother, Ms. Harold, as lay people cannot act as counsel for other lay people. *Lloyd Enters., Inc. v. Longview Plumbing & Heating Co.*, 91 Wn. App. 697, 701, 958 P.2d 1035 (1998), *review denied*, 137 Wn.2d 1020, 980 P.2d 1281 (1999). Under Washington law, however, Mr. Harold cannot act as his mother's virtual representative in this matter.

1 *Trustee, free of trust, in equal shares, to Grantor's children,*
2 namely, CHARLES ANTHONY HAROLD, JR., JOHN JOSEPH
3 HAROLD, JENIFER [SAWYER], ANGEL MARY HAROLD,
 ROBERT JOHN HAROLD, AMY JANE [SMALL], and JOSETTE
 MARIE HAROLD RAMIREZ.

4 Dkt. #1, Ex. A at Art. III ¶ C.1. This creates an inevitable conflict between Ms. Harold's interest
5 in receiving all appropriate distributions for her needs and care, on the one hand, and her children's
6 interest in preserving principal for their ultimate inheritance, on the other hand. This is precisely
7 the sort of conflict anticipated and prohibited by RCW 11.96A.120 and Washington case law.

8 **III. EVIDENCE RELIED UPON**

9 The Trustee relies upon the Declaration of David A. Paice, and exhibits annexed thereto;
10 the Declaration of Aleksander R. Schilbach, and exhibits annexed thereto; and the papers and
11 pleadings of record in this action.

12 **IV. ISSUE PRESENTED**

- 13 1. Whether the circumstances of this case justify the appointment of an LGAL,
14 pursuant to Title 4 of the RCW, to represent the interests of Ms. Harold.
- 15 2. Whether, if the Court denies this motion, the Court should appoint a guardian ad
16 litem for the limited purpose of confirming Ms. Harold's competency and freedom from undue
17 influence or order a hearing on the issue of capacity.

18 **V. ARGUMENT AND AUTHORITY**

19 **A. Substantial evidence supports the Court's appointment of a litigation guardian ad** 20 **litem under RCW 4.08.060 for Ms. Sharon Harold.**

21 RCW 4.08.060 provides that incapacitated persons "shall appear by guardian":

22 When an incapacitated person is a party to an action in the superior
23 courts he or she shall appear by guardian, or if he or she has no
 guardian, or in the opinion of the court the guardian is an improper
 person, the court shall appoint one to act as guardian ad litem.

24 RCW 4.08.060. Washington's Trust and Estate Dispute Resolution Act ("TEDRA"), chapter
25 11.96A RCW, also vests this Court with the authority to appoint a GAL for Ms. Harold:

26 **(1) The court, upon its own motion or upon request of one or**
27 **more of the parties, at any stage of a judicial proceeding or at**
 any time in a nonjudicial resolution procedure, may appoint a

guardian ad litem to represent the interests of
a . . . incapacitated . . . person If not precluded by a conflict of
interest, a guardian ad litem may be appointed to represent several
persons or interests.

(2) The court-appointed guardian ad litem supersedes the special
representative if so provided in the court order.

(3) The court may appoint the guardian ad litem at an ex parte
hearing, or the court may order a hearing as provided in RCW
11.96A.090 with notice as provided in this section and RCW
11.96A.110.

(4) The guardian ad litem is entitled to reasonable compensation for
services. Such compensation is to be paid from the principal of the
estate or trust whose beneficiaries are represented.

RCW 11.96A.160.

Courts have the inherent authority to protect incompetent persons and “[t]he welfare of
incompetent persons and the care of their property are objects of particular care and attention on
the part of the courts.” *Shelley v. Elfstrom*, 13 Wn. App. 887, 889, 538 P.2d 149, 151 (1975)
(quoting *In re Mignerey*, 11 Wn.2d 42, 49, 118 P.2d 440, 443 (1941)). “The court can appoint a
GAL if reasonably convinced the litigant is not competent to understand or comprehend the
significance of the legal proceedings and the effect of such proceedings ‘in terms of the best
interests of such party litigant.’” *In re Marriage of Lane*, 188 Wn. App. 597, 603, 354 P.3d 27, 30
(2015) (quoting *Graham v. Graham*, 40 Wn.2d 64, 66–67, 240 P.2d 564 (1952)). Indeed, if the
Court is convinced that Ms. Harold does not understand the significance of these proceedings or
is incapable of understanding or protecting her interests at a minimum “a hearing on the question
of mental competency is required.” *Vo v. Pham*, 81 Wn. App. 781, 790, 916 P.2d 462, 467 (1996).

Here, substantial evidence supports the conclusion that Ms. Harold is suffering from
incapacity as contemplated by RCW 4.08.060 and/or is under the undue influence of certain of her
children, which impairs her ability to conduct this litigation in her own best interest. First, Ms.
Harold’s out-of-character behavior since September 2022 is highly concerning. Initially, in August
2022, she confided to the Trustee that she wished to sue her children “for parent abuse,” deleted
them from her phone, urged the Trustee to pay counsel for the Trust from the Trust, and executed

1 the Release and Discharge. Soon thereafter, Ms. Harold's position on the Trust and the Trustee's
2 actions dramatically changed without explanation. The Trustee also believes that someone has
3 access to Ms. Harold's e-mail account and has written e-mails to third parties while pretending to
4 be Ms. Harold. While these irregularities could be overlooked when Ms. Harold was represented
5 by Ms. Blackwell, Ms. Blackwell was terminated by Respondent Charles Harold under unusual
6 and concerning circumstances.

7 Second, between October 2022 and January 2023, Ms. Blackwell became convinced that
8 Ms. Harold was "vulnerable or disabled to an extent [she] had not been previously advised."
9 Blackwell Decl. dated Feb. 1, 2022, ¶ 3. This concern prompted her to contact the Oregon State
10 Bar Ethic's Board, who advised her to continue the representation only upon an in-person
11 evaluation of Ms. Harold's condition and competency. Before Ms. Blackwell could do so,
12 Respondent Charles Harold terminated the representation on behalf of his mother as her purported
13 agent. Indeed, Ms. Blackwell's comment to Commissioner Judson at the hearing—that
14 Respondent Charles Harold "held, or *purports to hold* [Ms. Harold's] power of attorney"—created
15 doubt as to the validity of any instruments purporting to entrust Ms. Harold's adult children with
16 power to conduct her affairs.

17 Third, Ms. Blackwell took the unusual step of encouraging Commissioner Judson to speak
18 with her *in camera* so she could share privileged information with the Court. Moreover, when
19 Respondent Charles Harold attempted to dispute Ms. Blackwell's characterization of the events
20 leading to her withdrawal, Ms. Blackwell made the extraordinary statement in open court that she
21 "believe[d] a fraud is being perpetrated on the court." Ms. Blackwell, an able and highly
22 experienced attorney, had no reason to say this other than genuine concern for Ms. Harold and the
23 integrity of these proceedings. Accordingly, the Trustee respectfully urges the Court to appoint an
24 LGAL for Ms. Harold.

25 **B. The conflict of interest between Ms. Harold and her putative agents under a DPOA**
26 **counsels in favor of the appointment of an LGAL to represent Ms. Harold in this**
27 **matter.**

At the same time that Respondents Charles Harold and Amy Jane Small are representing

1 themselves in this matter *pro se*, they also claim to be acting as their mother’s attorneys-in-fact
2 with regard to this matter. *See* Dkt. #37, ¶ 2 (representing Charles Harold “[has] standing as an
3 attorney-in-fact with power to litigate for Sharon M. Harold.”). As it currently stands, the conflict
4 of interest described above would violate RCW 11.96A.120, which permits “virtual
5 representation” by an agent under a durable power of attorney only when there is no conflict of
6 interest between the principal (here, Ms. Harold) and the agent (here, her two children).³

7 The appointment of an LGAL would protect against the conflict of interest between
8 Respondents Charles Harold and Amy Small, *pro se* litigants, on the one hand, and Respondent
9 Ms. Harold, on the other. Case law reinforces the prohibition on virtual representation by someone
10 with a remainder interest, where the living person has an interest in distributions of principal. *See*
11 *In re the Marital Tr. B Created Under Last Will & Testament of Felecia A. Graham Dated Oct.*
12 *26, 1998*, 11 Wn. App.2d 608, 613, 455 P.3d 187, 190 (2019), *review denied*, 195 Wn.2d 1026,
13 466 P.3d 778 (2020) (holding RCW 11.96A.120 prohibited owner of life interest in property from
14 representing remainder beneficiaries with regard to a dispute regarding principal distributions).

15 Here, the conflict of interest between Ms. Harold and her putative co-agents, Respondents
16 Charles Harold and Amy Small, and the remaining Respondents, violates RCW 11.96A.120 and
17 necessitates the appointment of an LGAL under RCW 4.08.060.

18 VI. CONCLUSION

19 The Trustee respectfully urges the Court to appoint an LGAL for Ms. Sharon Harold. Both

20 ³ Under RCW 11.96A.120, a virtual representative may only act on behalf of the represented party to the extent there
21 is no conflict of interest:

22 (4) *To the extent there is no conflict of interest* between the representative and
23 the person represented or among those being represented with respect to the
particular question or dispute:

24

25 (c) An agent having authority to act with respect to the particular question or
26 dispute may represent and bind the principal;

27 RCW 11.96A.120(4)(c) (emphasis added).

1 substantial evidence and the violation of RCW 11.96A.120's prohibition on conflicts of interest
2 between virtual representatives, on the one hand, and those who are virtually represented, on the
3 other hand, support the determination that Ms. Harold must be independently represented by an
4 LGAL—her children who are remainder beneficiaries simply do not have the independence and
5 freedom from conflict required by law. If the Court finds that the appointment of an LGAL is not
6 justified, then the Court should appoint a guardian ad litem for the limited purpose of ascertaining
7 Ms. Harold's competency and freedom from undue influence, and stay proceedings⁴ until such
8 time as that the GAL can deliver a report to the Court. The Trustee is willing to make distributions
9 from the Trust for all necessary costs associated with the appointment of a guardian ad litem.

10
11 DATED: March 1, 2023

12 LANE POWELL PC

13
14 By: /s/ Aleksander R. Schilbach
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20 *Attorneys for David A. Paice, Trustee of the Sharon*
21 *M. Harold Irrevocable Trust Dated, 12, November*
22 *2004*

23 I certify that this memorandum contains 4,197
24 words, in compliance with the Local Civil Rules.

25
26 _____
27 ⁴ A motion to continue the trial date from May 1, 2023 to November 13, 2023 is currently pending for the Court's consideration.

SUPERIOR COURT OF WASHINGTON FOR KING COUNTY

In Re the Matter of:

Case No. 22-4-08326-1 KNT

THE SHARON M. HAROLD
IRREVOCABLE TRUST DATED
NOVEMBER 12, 2004

a Trust.

[PROPOSED]

**ORDER GRANTING MOTION FOR
APPOINTMENT OF A GUARDIAN
AD LITEM FOR SHARON M.
HAROLD**

This matter came before the Court on the Motion for Appointment of a Guardian Ad Litem for Sharon M. Harold filed by Petitioner David A. Paice, Trustee of the Sharon M. Harold Irrevocable Trust dated November 12, 2004 ("Harold Trust"). In making this Order, the Court has reviewed and considered the records and pleadings on file with the Court as well as the following pleadings:

1. Motion for Appointment of a Litigation Guardian Ad Litem for Sharon M. Harold;
2. Declaration of David A. Paice, Trustee, in Support of Motion for Appointment of a Litigation Guardian Ad Litem for Sharon M. Harold, and the exhibit thereto;
3. Declaration of Aleksander R. Schilbach in Support of Motion for Appointment of a Litigation Guardian Ad Litem for Sharon M. Harold, and the exhibit thereto;
4. _____;
5. _____;
6. _____; and
7. _____.

1 Being fully informed, the Court hereby enters the following Finding of Fact and
2 Conclusions of Law:

3 1. Substantial evidence supports the Court finding that Ms. Sharon Harold, the
4 primary lifetime beneficiary of the Harold Trust, suffers from incapacity that meets the standard
5 of incapacity set forth in RCW 4.08.060 and is in need of a guardian ad litem to represent her
6 interests in these proceedings.

7 2. The sworn declarations executed and offered by Ms. Harold's former attorney, raise
8 serious concerns regarding Ms. Harold's mental capacity and whether she has fallen under the
9 undue influence of one or more of her adult children. Specifically, the Court is concerned that Ms.
10 Blackwell, who had only met once in person with Ms. Harold prior to accepting the initial
11 engagement, was terminated by Respondent Charles Harold before Ms. Blackwell was able to
12 meet again with Ms. Harold to determine her ongoing capacity and freedom from undue influence.
13 The Court also finds that Ms. Blackwell's statement to the Court, in response to Mr. Charles
14 Harold's comments, that "a fraud is being perpetrated on the Court" is extremely concerning.

15 3. The Court finds that Ms. Harold and Mr. Paice, as Trustee of the Harold Trust,
16 enjoyed a friendly and positive relationship for almost a decade until October 2022, when Ms.
17 Harold abruptly advised that she wanted to rescind the Release and Discharge of Successor Trustee
18 of the Sharon M. Harold Irrevocable Trust Dated November 12, 2004 that she had previously
19 executed.

20 4. The Court finds that in August 2022 Ms. Harold encouraged Mr. Paice to retain
21 counsel at the Trust's expense to defend the Trust and Mr. Paice from her children. She also sent
22 Mr. Paice text messages about wanting "to sue [her] 4 kids for parent abuse," and that Ms. Harold
23 wished to delete some of her children from her phone.

24 5. The Court is concerned that Mr. Harold and Ms. Small are now named as Ms.
25 Harold's co-attorneys-in-fact and claim the right to represent her interest in these proceedings,
26 when their interests as remainder beneficiaries are adverse to her interest as the primary lifetime
27 beneficiary.

6. The Court concludes that virtual representation of Ms. Harold in these proceedings by Mr. Charles Harold and Ms. Amy Jane Small’s would violate RCW 11.96A.120’s prohibition on conflicts of interest between virtual representatives. Accordingly, and regardless of the “Durable Power of Attorney of Sharon M. Harold dated October 21, 2022,” Mr. Harold and Ms. Small may not virtually represent Ms. Sharon Harold’s interest in these proceedings or with regard to the Harold Trust.

7. Based on the foregoing findings of fact and conclusions of law, the Court GRANTS the motion to appoint a guardian ad litem pursuant to RCW 4.08.060 for Ms. Harold. The Harold Trust shall pay all reasonable costs incurred by the guardian ad litem. The Petitioner, on the one hand, and the Respondents, on the other hand (collectively) shall submit three candidates for the guardian ad litem role to the Court for the Court's consideration.

SO ORDERED this day of March 2023.

JUDGE WYMAN YIP

Presented by:

1 LANE POWELL PC

2
3 By: 

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9 *Attorneys for David A. Paice, Trustee of the Sharon M.*
10 *Harold Irrevocable Trust dated November 12, 2004*

1
2 **Form Agreed to By:**

3
4 By: _____

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6 100 River Bend Rod. #103
7 Reedsport, OR 97467
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9 By: _____

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