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**SUPERIOR COURT OF THE STATE OF WASHINGTON
FOR THE COUNTY OF KING**

In re the Matter of

Case No. 22-4-08326-1 KNT

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

**SECOND SUPPLEMENTAL BRIEF OF
RESPONDENTS IN SUPPORT OF
VERIFIED JOINT OBJECTION**

a Trust.

Respondents Charles A. Harold, Jr., John J. Harold, Angel Harold, Amy Jane Small and Josette Ramirez hereby submit their Second Supplemental Brief in Support of the Verified Joint Objection to Verified Petition for Approval of Interim Account; For Discharge of Successor Trustee; and For Appointment of Successor Trustee (hereinafter "Joint Objection") as follows:

I. INTRODUCTION

Respondents newly discovered evidence, based upon Paice's own documents, will show that Paice's Accounting of Trust ("AOT") lacks foundation, does not meet the evidence standards required by Washington courts, violates California Probate Codes, and is a "compilation" and "summary," not an accounting as stated by Paice's own accountant. Respondents will show that Paice's AOT contains numerous mathematical errors, omits required information and, most importantly, does not balance. Paice's accounting is therefore uncertifiable per his own evidence and as a matter of law.

II. BACKGROUND INFORMATION

04/27/2022 – Under her Power of Attorney (“POA”) for Grantor, Respondent Amy Jane Small (“Amy”) mailed a letter to Paice requesting an AOT. (Declaration of Amy Jane Small, ¶ 3; Ex. 1.)

05/23/2022 - Amy received a representation letter from attorney Jeanne Kvale (“Kvale”) stating Paice and his accountant have met with Grantor and she had adequate trust assets for her health care. (Amy Dec. ¶ 4; Ex. 2.)

06/01/2022 - Amy sent Kvale an email stating that Paice called Grantor to discuss Amy's POA paperwork. (Amy Dec. ¶ 5; Ex. 3.)

06/07/2022 - Kvale sent Amy a letter stating she was no longer representing Paice or Grantor. Both were advised to seek independent counsel. (Amy Dec. ¶ 6; Ex. 4.)

06/10/2022 - Amy received a letter from Mr. Schilbach stating he was representing Paice. He added, “Please be aware that we may also seek court approval of the accountings, trustee’s fees, and attorneys’ fees, all of which will be expenses borne by the Trust.” (Amy Dec. ¶ 7; Ex. 5.)

06/22/2022 - Roger Gould, Esq. in Coos Bay, Oregon, composed a letter stating that Grantor revoked Amy's POA. (Amy Dec. ¶ 8; Ex. 6.)

08/09/2022 – Mr. Schilbach sent a letter to beneficiaries with a copy of the AOT, which excluded financial documents verifying the authenticity of the AOT. (Amy Dec. ¶ 9; Ex. 7.)

09/24/2022 – Grantor signed a release of liability for Paice, his wife Brieana and their minor daughter in order to receive the backup financial documents for the AOT. (Amy Dec. ¶ 10; Ex. 8.)

10/03/2022 – Mr. Schilbach sent a letter to beneficiaries notifying them that Grantor had signed a release and also threatened to spend trust funds on future attorney fees. The letter stated in part, “The alternative to obtaining a Release from each of you by October 28 is for the Trustee to file a petition seeking court approval of

1 the accountings. **All costs associated with such a filing will be paid from the**
2 **assets of the Trust.**" (Amy Dec. ¶ 11; Ex. 9; emph. added.)

3 **10/05/2022 – 10/07/22** - Grantor sent Mr. Schilbach three emails stating in part,
4 "I have come upon some discrepancies in the accounting. I wish to revoke the release
5 immediately." (Amy Dec. ¶ 12; Ex. 10.)

6 **10/05/2022 to 12/05/2022** – Respondents reviewed Paice's AOT which
7 contained no financial records as backup and found numerous discrepancies, as
8 stated in the Verified Joint Objection (Dkt 28) and refused to sign Paice's release.

9 **02/05/2022** – Paice filed his Petition in this proceeding.

10 **III. ANALYSIS OF NEWLY DISCOVERED EVIDENCE**

11 12 13 14 **A. Paice Has Admitted to Breaches of Duty.**

15 **12/02/2022** - The facts stated herein were derived from Paice's own evidence
16 submitted to this Court under penalty of perjury. In his declaration, Paice swore that
17 his AOT was accurate. (Dkt. 3.) It was not accurate at all on the face of it. Paice
18 cannot go back in time and amend his admitted breaches; Paice cannot retract his
19 denials that were later proven true. Nor can Paice correct his various other incomplete
20 and deceitful statements made in his sworn declaration that have been subsequently
21 proven to this Court to be false.

22 **11/22/2022** – In a letter to Grantor's attorney, Mr. Schilbach admitted to Paice
23 commingling trust funds, accepting a gift from Grantor, and failing to keep Grantor
24 informed. He called several of these breaches of California Probate Code "inadvertent"
25 and stated, "As Trustee, Mr. Paice has never purposefully comingled the Trust's funds
26 with his (or his wife's) personal funds." Despite Mr. Schilbach's bloviating to the
27 contrary, the violations did in fact occur. (Harold Dec. ¶ 3; Ex. 11.)

28 **B. Paice's Alleged Accounting of Trust Is Not An Accounting But a**

1 **“Summary of Account”, a “Compilation” as Unequivocally Described**
2 **by His Own Accountant.**

3 Paice’s alleged AOT states it was prepared by McCord and Llewellyn
4 Accountancy Corporation, David Llewellyn, principal, is the predecessor Trustee to
5 Paice. Mr. Llewellyn’s cover letter, found on Page 5 / 103, to the 2010 Accounting of
6 Trust states:

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

11 A compilation is limited to presenting in the form of financial
12 statements information that is the representation of the trustee of
13 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.

14 The trustee has elected to omit substantially all of the disclosures
15 required by generally accepted accounting principles. If the
16 omitted disclosures were included in the financial statements, they
17 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.

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

20 (Harold Dec., ¶ 4; Ex. 12.)

21 **California Probate Codes §§ 16061, 16062, 16063 and 16322** clearly define
22 an accounting of Trust. Paice’s AOT does not comply with the referenced codes, and
23 Mr. Llewellyn’s cover page disclaimer supports this conclusion. (*Id.*)

24 Mr. Llewellyn further stated he “compiled” “accompanying financial statements.”
25 Respondents have never received any “accompanying financial statements” from
26 Paice or his attorney possibly because Paice “has elected to omit substantially all of
27 the disclosures required by generally accepted accounting principles. If the omitted
28 disclosures were included in the financial statements, they might influence the user’s

1 conclusions about the Trust's financial position, results of trust activities, and cash
2 flows." (*Id.*)

3 Any "financial statements" presented by Respondents came from Mr. Llewellyn
4 who gave them to Grantor **after** Paice submitted his AOT to beneficiaries.

5 **C. Trustee's "Compilation" of Trust Does Not Balance.**

6 The following is a chronological examination of the AOT evidence Paice
7 submitted to Respondents and to this Court followed by the discrepancies found
8 within that evidence.

9 **March 10, 2010 AOT Evidence** – On page 13 / 103 of Paice's AOT, Paice
10 presented the following evidence for the Court's approval and certification.

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 xxxxxx9232)	\$ -
Cash in BECU (account xxxxxx9307)	-
LPL Financial account #xxxx-4662 Cash Account	-
LPL Financial account #xxxx-4662 Investments	
	<hr/>
TOTAL Property on Hand as of March 10, 2010	\$ -

19 (Harold Dec. ¶ 5; Ex.13.)

20 **March 10, 2010 AOT Discrepancy No. 1** – On January 24, 2011 at 6:08 pm,
21 Paice sent Grantor an email. Attached was a Microsoft Excel spreadsheet file named
22 "SharonTrustAccounting.xlsx." According to Paice's own spreadsheet, \$533,529.60
23 was on deposit into BECU savings account xxxxxx9232 on February 28, 2010, **ten**
24 **days before** it was allegedly deposited into BECU savings account xxxxxx9232.

25 (Harold Dec. ¶ 6; Ex. 14.)

26 **March 10, 2010 AOT Discrepancy No. 2** – Note that these accounts are NOT
27 listed as the "Sharon M. Harold Irrevocable Trust". Also, there is no "Money Market"
28 account No. xxxxxx9349 listed on page 13 even though this was one of "Sharon M.

Harold Irrevocable Trust” accounts at BECU managed by Paice. There are zero Trust assets deposited into the other Grantor’s BECU “trust” accounts or LPL Financial accounts even though account numbers are listed. (Harold Dec. ¶ 5; Ex. 13.)

March 10, 2010 AOT Discrepancy No. 3 – Contradicting Discrepancy No. 2 is the BECU financial statement for the period 3/10/2010 – 03/12/2010. It shows \$533,529.59 was deposited into an ATM Machine #WA033962 on March 10, 2010, then transferred into Grantor’s alleged BECU “trust” account March 10, 2010. That same day the BECU statement shows \$533,000 withdrawal (with no destination stated) and \$33,000 was transferred to the Money Market account xxxxxx9349. Note that the statement contains no BECU logo, and it has a two day statement period. (Harold Dec. ¶ 7; Ex.15.)

March 29, 2010 AOT Evidence – On page 19 / 103 of Paice’s AOT, Paice presents the following evidence for the Court’s approval and certification.

SHARON M HAROLD IRREVOCABLE TRUST
Accounting of Trustee
For Period March 10, 2010 to December 31, 2010
SCHEDULE J - DISTRIBUTIONS TO BENEFICIARY

<u>Payment</u>	<u>Check No.</u>	<u>Name</u>	<u>Amount</u>
3/29/2010	CASHIERS	Sharon Harold – Distribution (Note 1)	\$8,000.00

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

(Harold Dec. ¶ 8; Ex. 16.)

March 29, 2010 AOT Discrepancy – Paice purchased an “Official Check” No. 42059872 for \$2,000 through BECU where he was a manager. The check was made out to “Sharon Harold Trust” for “April 2010 Expenses.” The check “Issued By: Moneygram Payment Systems, Inc. P.O. BOX 9476 Minneapolis MN 55480” and listed the “Drawer” was BECU; however, the **“Drawee” was Preferred Bank Los Angeles, CA.**, not part of the Sharon M. Harold Trust assets. **A Drawee is responsible for fulfilling the payment obligation specified by the Drawer.** Nowhere on this check

1 does it reference any BECU account information for the Sharon M. Harold Irrevocable
2 Trust. (Harold Dec. ¶ 9; Ex.17.) On April 1, 2010, Grantor deposited Paice's \$2,000
3 "Official Check" into her USAA bank account xxxx8022. (*Id.*)

4 To date, Respondents have not received any "documentation" from Paice or
5 Llewelyn about the \$8,000 check even though it has been requested several times,
6 most recently in an email to Mr. Schilbach and Mr. Llewelyn dated October 5, 2023.
7 (Harold Dec. ¶ 10; Ex.18.)

8 **March 31, 2010 Summary of Account** - Page 6 / 103 of Paice's AOT, Paice
9 presents the following evidence for the Court's approval and certification.

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

13 CHARGES

14 ASSETS ON HAND - JANUARY 1, 2010
15 SCHEDULE A \$ 538,849.59
16 TOTAL CHARGES \$ 538,849.59

17 CREDITS

18 DISBURSEMENTS - JANUARY 1, 2010 TO FEBRUARY 28, 2010
19 SCHEDULE C \$ 1,120.00
20 ASSETS ON HAND - FEBRUARY 28, 2010
21 SCHEDULE E 533,529.59
22 DISTRIBUTIONS
23 SCHEDULE D 4,200.00

24 See accountant's compilation report.

25 (Harold Dec. ¶ 11; Ex.19.)

26 **March 31, 2010 Summary of Account Discrepancy No. 1** – The 2nd to last
27 line of the Summary of Account page references "DISTRIBUTIONS SCHEDULE D –
28 4,200." Respondents have reviewed the AOT numerous times and **THERE IS NO**
SCHEDULE D included in Paice's AOT for the period stated "JANUARY 1, 2010 TO
FEBRUARY 28, 2010." (*Id.*)

March 31, 2010 Summary of Account Discrepancy No. 2 – On the last line of

1 the Summary of Account there is a note that states, "See accountant's compilation
2 report." These words also appear on pages 7-9 of Paice's AOT. Respondents
3 reviewed the AOT numerous times and could not find the "accountants' compilation
4 report" contained within the period stated "JANUARY 1, 2010 TO FEBRUARY 28,
5 2010." (*Id.*)

6 **March 31, 2010 Schedule E** - Page 9 / 103 of Paice's AOT, he presents the
7 following evidence for the Court's approval and certification.

8
9 SHARON M. HAROLD IRREVOCABLE TRUST
10 SCHEDULE E
11 ASSETS ON HAND
12 MARCH 31, 2010

12 DESCRIPTION	13 AMOUNT
----------------	-----------

13 Cash in Bank of America	\$533,529.89
----------------------------	--------------

14 (Harold Dec. ¶ 12; Ex. 20.)

15 **March 31, 2010 Schedule E Discrepancy** – Page 9 / 103 of Paice's AOT listed
16 "Cash in Bank of America \$533,529.89." According to the BECU statement,
17 \$533,529.**59** cents was deposited into account xxxxxx9232, NOT \$533,529.**89** cents,
18 therefore **30** cents is unaccounted for in the Accounting of Trust. (*Id.*)

19 According to all AOT evidence supplied by Paice himself, as stated herein,
20 approximately \$533,529 of Grantor's Trust funds were simultaneously located in three
21 places on three dates; 1) with Paice, personally (Ex. 14); 2) with BECU (Ex. 15); and
22 3) in Bank of America with Llewelyn (Ex.20). Three separate deposits totaling
23 \$1,600,587 in Trust assets.

24 **D. Trustee's Accounting of Trust Does Not Meet Mandatory California**
25 **Probate Code Requirements.**

26 **California Probate Code § 16400** states:

27 A violation by the trustee of any duty that the trustee owes the
28 beneficiary is a breach of trust.

1 **California Probate Code § 16062(a)** requires a Trustee to account at three
2 separate times during his tenure:

3
4 Except as otherwise provided in this section and in Section 16064,
5 the trustee **shall** account at least annually, at the termination of the
6 trust, and upon a change of trustee, to each beneficiary to whom
income or principal is required or authorized in the trustee's
discretion to be currently distributed.

7 **California Probate Code § 16322(b)** defines an accounting period;

8 "Accounting period" means a calendar year unless another 12-month
9 period is selected by a fiduciary. The term includes a portion of a
10 calendar year or other 12-month period that begins when an income
interest begins or ends when an income interest ends.

11 Paice breached this duty each year for 12 years during his tenure as Trustee by
12 never providing an annual accounting.

13 **California Probate Code § 16063** states in part:

14 (a) An account furnished pursuant to Section 16062 **shall** contain
15 the following information:

16 * * *

17
18 (5) A statement that the recipient of the account may petition the
19 court pursuant to Section 17200 to obtain a court review of the
account and of the acts of the trustee.

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

22 (b) All accounts filed to be approved by a court shall be presented
23 in the manner provided in Chapter 4 (commencing with Section
1060) of Part 1 of Division 3.

24 Paice's AOT contains none of the mandatory requirements specifically set forth
25 above in § 16063. Most importantly, the required language of § 16063(a) and (b) were
26 not included in any of the 12 years of accounting submitted by Paice.

27 **California Probate Code § 1061** states in part:

“(a) All accounts shall state the period covered by the account and contain a summary showing all of the following, to the extent applicable:

* * *

(c) Total charges shall equal total credits.”

In Paice's AOT, the total charges do NOT in fact equal the total credits as shown by the discrepancies listed above. In Paice's own spreadsheet (Ex. 14), Grantor's trust assets were in Paice's possession between February 28, 2010 and March 10, 2010 while the BECU statement (Ex. 15) shows the funds were deposited on March 10, 2010.

The \$8,000 cashier check listed in the AOT as being distributed to Grantor on 3-29-2010 was in actuality a \$2,000 check, leaving a \$6,000 difference in the AOT. This discrepancy shows that total charges do not equal total credits.

This \$6,000 discrepancy in unaccounted Trust funds occurred in 2010, just 17 days after Paice opened the alleged Trust account at BECU.

California Probate Code § 16004.5(a) states;

A trustee may not require a beneficiary to relieve the trustee of liability as a condition for making a distribution or payment to, or for the benefit of, the beneficiary, if the distribution or payment is required by the trust instrument.

Paice asking to have his wife and daughter released from liability and threatening to spend future Trust funds which would diminish the value of the Trust for future distributions is a violation of 16004.5(a).

California Probate Code **§ 16004(a)** states:

The trustee has a duty not to use or deal with trust property for the trustee's own profit or for any other purpose unconnected with the trust, nor to take part in any transaction in which the trustee has an interest adverse to the beneficiary.

Seeking a judicial decree approving an accounting that is not certifiable using Grantor's Trust funds is adverse to the interest of the beneficiary.

E. Paice's AOT Lacks Foundation and Does Not Meet Evidence

1 **Standards under Washington State Law.**

2 **Washington Evidence Rule 901** states:

3 **REQUIREMENT OF AUTHENTICATION OR IDENTIFICATION**

4 (a) General Provision. The requirement of authentication or
5 identification as a condition precedent to admissibility is
6 satisfied by evidence sufficient to support a finding that the
 matter in question is what its proponent claims.

7 (b) Illustrations. By way of illustration only, and not by way of
8 limitation, the following are examples of authentication or
 identification conforming with the requirements of this rule:

9 (1) Testimony of Witness With Knowledge. Testimony that a
10 matter is what it is claimed to be.

11 Paice's Petition asks this Court to certify his submitted AOT. However, Paice
12 offered no testimony or declaration as to the authenticity of the accounting from his
13 own accountant who prepared the AOT. In fact, Paice's own accountant Mr. Llewelyn
14 offered testimony in conflict to Paice's request for his AOT certification when he stated,
15 "The trustee has elected to omit substantially all of the disclosures required by
16 generally accepted accounting principles."

17 Paice offered no evidence "sufficient to support a finding that the matter in
18 question is what its proponent claims" and no "testimony of a witness with knowledge.
19 Testimony that a matter is what it claims to be." Therefore, Paice's AOT is
20 inadmissible pursuant to ER 901.

21 **RCW 5.45.020 Business Records as Evidence** states:

22 A record of an act, condition or event, shall in so far as relevant, be
23 competent evidence if the custodian or other qualified witness
24 testifies to its identity and the mode of its preparation, and if it was
25 made in the regular course of business, at or near the time of the act,
 condition or event, and if, in the opinion of the court, the sources of
 information, method and time of preparation were such as to justify
 its admission.

26 Paice offers his AOT spanning 12 years as evidence that he fulfilled his duties
27 under California Probate Codes. However, Paice's AOT prepared 12 years after the
28 required time frames is barred from evidence under RCW 5.45.020 because it was not

1 “made in the regular course of business, at or near the time of the act, condition, or
2 event.” Therefore, “the sources of information, method and time of preparation” do not
3 “justify its admission.” The AOT is unreliable at best when using an objective standard.

4
5 **Washington Evidence Rule 803(a)(7)** is NOT an exception to the hearsay rule
6 as it applies to Paice’s AOT. It states:

7 (a) Specific Exceptions. The following are not excluded by the
8 hearsay rule, even though the declarant is available as a witness:

9 * * *

10 (7) Absence of Entry in Records Kept in Accordance With RCW 5.45.
11 Evidence that a matter is not included in the memoranda, reports,
12 records, or data compilations, in any form, kept in accordance with
13 the provisions of RCW 5.45, to prove the nonoccurrence or
nonexistence of the matter, if the matter was of a kind of which a
memorandum, report, record, or data compilation was regularly
made and preserved, **unless the sources of information or other
circumstances indicate lack of trustworthiness.**

14 Paice’s AOT was not “regularly made and preserved” in the past as required by
15 **California Probate Codes §§ 16061, 16062 and 16063.**

16 Paice’s AOT contains omissions of data that if present, as stated by Paice’s
17 own accountant, “might influence the user’s conclusions about the Trust’s financial
18 position, results of trust activities, and cash flows.” Therefore, the “sources of
19 information and circumstances” surroundings Paice’s AOT “indicate lack of
20 trustworthiness” and is therefore not admissible to prove Paice complied with
21 **California Probate Codes §§ 16061, 16062 and 16063.**

22 **IV. CONCLUSION**

23 The most tactile way to guise Paice’s intent and tenure as Trustee is to observe
24 his acts or omissions over his time, initiated by his thoughts, executed through his free
25 will then manifest through his ongoing pattern and practice of behavior. Viewing
26 Paice’s behavior through an objective lens, we can presume that Paice intended the
27 natural and probable consequences of his acts and omissions.

28 When Paice’s behavior is a collective work, a contiguous effort spanning over a

1 decade of behavior. It is axiomatic that Paice's breaches of trust were not the result of
2 "inadvertent" behavior or a "serious misunderstanding of the Trust, the Trust estate,
3 and Mr. Paice's role as Trustee." Paice's tenure as alleged Trustee is something more,
4 something orchestrated, contrived, something intentional. In short, his tenure as
5 Trustee was fraudulent from day one.

6 Paice's declaration (Dkt. 3) states;

7 "Over the years Sharon and I have enjoyed a positive relationship.
8 As a contributing member of Sharon's extended family, I have
9 always tried to assist her with various things she needed help with.
10 For example, even before I accepted the appointment as successor
11 trustee of the Trust, I would answer Sharon's basic financial
12 questions that she came to me with."

13 As Respondents have presented several times in this case, Paice self-reports
14 himself in public records as the following.

15 **Jobs**

16 BECU - Sr. Business Systems Analyst - Duration - Jan 26, 2022 - Apr 27, 2023

17 BECU - Information Technology Business Analyst - Duration Mar 4, 2020 - Apr
18 27, 2023

19 BECU - Business Analyst – IT - Duration - Feb 13, 2019

20 BECU - Business Continuity Program Manager – Duration Oct 1, 2015 - Apr 27,
21 2023

22 U.S. Coast Guard - Marine Science Technician – Duration Oct 1, 2015 - Apr 27,
23 2023

24 BECU - Financial Center Manager – Duration Oct 1, 2015 - Apr 27, 2023

25 BECU - Member Consultant Lead – Duration Oct 1, 2015 - Apr 27, 2023

26 BECU - Branch Manager – Duration Sep 21, 2012

27 **Education**

28 University Of Phoenix – Masters - Attendance Dates - Jan 1, 2007 - Dec 31,
2009

Paice wants this Court to believe that his numerous "potentially nefarious" acts,
omissions and breaches of duty in the administration of the Trust were "inadvertent"
and unintentional. Fortunately, we have California Probate Code 16014 to help us

1 separate what Paice says from what Paice does, by stating:

2 (a) The trustee has a duty to apply the full extent of the trustee's skills.

3 (b) If the settlor, in selecting the trustee, has relied on the trustee's
4 representation of having special skills, the trustee is held to the
5 standard of the skills represented."

6 We may never know all the facts surrounding this case but that is not required.
7 Beyond a reasonable doubt is not the standard here. This Court needs only to weigh
8 the preponderance of evidence against Paice and review his murky tenure as trustee
9 to see that his TEDRA petition is fraudulent on its face per California Penal Code §
10 134 which states:

11 "Every person guilty of preparing any false or ante-dated book,
12 paper, record, instrument in writing, or other matter or thing, with
13 intent to produce it, or allow it to be produced for any fraudulent or
14 deceitful purpose, as genuine or true, upon any trial, proceeding, or
15 inquiry whatever, authorized by law, is guilty of felony."

16 DATED: October 30, 2023

17 s/Charles A. Harold, Jr.

18 Charles A. Harold, Jr., Residual Beneficiary and

19 Respondent in pro se

20 1455 N. Tomahawk Rd.

21 Apache Junction, AZ 85119

22 Tel: 818-652-6400 / E-mail: chuckharold@gmail.com

23 DATED: October 30, 2023

24 s/John Harold

25 John Harold, Residual Beneficiary and

26 Respondent in pro se

27 230 Westmont Dr.

28 Reedsport, OR 97467

Tel: (541) 662-6262

Email: john6231@live.com

DATED: October 30, 2023

s/Angel Harold

Angel Harold, Residual Beneficiary and

Respondent in pro se

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Tel: (661) 289-4238
Email: angelharold25@gmail.com

DATED: October 20, 2023

s/Amy Jane Small
Amy Jane Small, Residual Beneficiary and
Respondent in pro se
P.O. Box 352
Graeagle, CA 96103
Tel: (805) 827-0051
Email: aj.harold9@gmail.com

DATED: October 20, 2023

s/Josette Harold Ramirez
Josette Harold Ramirez, Residual Beneficiary and
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Email: jobabe007@gmail.com

We certify that this memorandum contains 4,040 words, in compliance with the Local Civil Rules.