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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, a Trust.	THIRD SUPPLEMENTAL BRIEF OF RESPONDENTS IN SUPPORT OF VERIFIED JOINT OBJECTION

Respondents Charles A. Harold, Jr. (“Harold”), John J. Harold, Angel Harold, Amy Jane Small and Josette Ramirez hereby submit their Third Supplemental Brief in Support of the Verified Joint Objection (Dkt 28) as follows:

I. INTRODUCTION

On March 6, 2023, a Temporary Protection Order (“TPO”) was issued against David A. Paice (“Paice”) by Commissioner Heritage Filer, Case No. 23-2-03980-7 KNT. (Declaration of Charles Harold, ¶ 3, Ex. 1.)

Paice was served on March 8, 2023. (Harold Dec., ¶ 4, Ex. 2.)

The following order to Paice appeared on page 7 of the TPO:

“X. [x] Accounting: You must provide an accounting of the disposition of the vulnerable adult's income or other resources by (date) the next hearing 3-20-23.”

The subsequent hearing was heard by Commissioner Henry Judson on March 20, 2023. The AOT Paice submitted was incomplete, containing only the years 2010

1 through 2021 and therefore **violated the TPO**. Paice's 2022 AOT was not compiled
2 until April 7, 2023.

3 On April 14, 2023, Paice's submitted his late 2022 AOT to the Court, late, and
4 **again in violation of the TPO**.

5 Respondents will demonstrate that Paice's 2022 AOT omitted significant
6 information required by several California Probate Codes. For the court's
7 convenience, a copy of Paice's 2022 AOT is submitted herewith. (Harold Dec., ¶ 5, Ex.
8 3.)¹

9 **II. REVIEW AND ANALYSIS OF PAICE'S 2022 AOT**

10 **A. On Its Own Motion, The Court Can and Should Remove Paice as Trustee.**

11 **California Probate Code §15642** states:

12 (a) A trustee may be removed in accordance with the trust
13 instrument, by the court on its own motion, or on petition of a
14 settlor, cotrustee, or beneficiary under Section 17200.

15 (b) The grounds for removal of a trustee by the court include the
16 following:

- 17 (1) Where the trustee has committed a breach of the trust.
18 (2) Where the trustee is insolvent or otherwise unfit to administer
19 the trust.
20 (4) Where the trustee fails or declines to act.

21 Based upon Paice's own evidence, this Court has ample cause to remove
22 Paice as trustee. His incomplete murky 2022 AOT evidence along with his numerous
23 omissions, breaches of trust, and nefarious behavior make him unfit to administer the
24 Trust and continue to serve as Trustee.

25 Paice's acts and omissions are antithetical to his primary duty as stated in the
26 Trust instrument: "The primary purpose of the Trust shall be to provide for the Grantor.
27 . . . To that end all the provisions governing the Trust shall be construed liberally in the

28 ¹ Unless otherwise noted, all citations to Paice's 2022 AOT refers to Exhibit 3 to the
Harold Declaration.

1 interest of and for the benefit of the Grantor.”

2 The following analysis of Paice’s 2022 AOT further justifies his removal by the
3 Court pursuant to Section 15624.

4
5 **B. Paice’s 2022 AOT Is Not an AOT or Trustworthy Per Paice’s Own CPA.**

6 As in his previous cover letters discussing Paice’s 2010 through 2021 AOT,
7 David Llewellyn’s cover letter to the 2022 AOT contains certain language that calls into
8 question the very evidence Paice has submitted to this Court for certification.

9
10 **2022 “COVER LETTER” Evidence** – Llewellyn’s cover letter for Paice’s 2022
11 AOT states:

12 “The accompanying financial statements of the Sharon M Harold
13 Irrevocable Trust as of and for the year ended December 31,
14 2022, 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.**

15 The Trustee [Paice] has elected to omit substantially all of the
16 disclosures required by accounting principles generally accepted
17 in the United States of America. If the omitted disclosures were
18 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.” (Emphasis added.)

19
20 **“COVER LETTER” Omission No. 1** – Although Llewellyn states there are
21 “accompanying financial statements,” Paice’s 2022 AOT only provided supporting
22 financial documents for 2023. It is unclear why these documents are relevant to the
23 2022 accounting.

24
25 **“COVER LETTER” Omission No. 2** - If Paice’s own CPA cannot “**provide any**
26 **assurance**” for the 2022 AOT, how can this Court rely upon this evidence? Paice’s
27 2022 AOT is simply a tabulation without backup, as is his alleged AOT for 2010-2021.

1 **"COVER LETTER" Omission No. 3** - If Paice's own evidence confirms that, he
2 "has elected to omit substantially all of the disclosures required by accounting
3 principles generally accepted in the United States of America," how can Respondents
4 or this Court seriously consider Paice's 2022 AOT to be trustworthy?

5
6 **C. Trustee's 2022 AOT Omits Schedules and Information Required by**
7 **California Probate Codes.**

8 The following is a chronological examination of the 2022 AOT evidence Paice
9 submitted in response to the TPO, followed by the discrepancies found within that
10 evidence.

11
12 1. **2022 "SUMMARY OF ACCOUNT" Evidence** – On the 2nd page of his
13 2022 AOT, Paice presented the following evidence for the Court's approval:

14 SHARON M HAROLD IRREVOCABLE TRUST

15 Accounting of Trustee

16 For Period January 1, 2022 to December 31, 2022

17 SUMMARY OF ACCOUNT

18 CHARGES

19 Property on Hand at Beginning of Accounting Period (Schedule A) \$ 708,055.19

20 Receipts During Period of Accounting (Schedule C): 26,046.42

21 Total Charges: \$734,101.61

22 CREDITS

23 Disbursements (Schedule G): \$ 69,877.18

24 Losses on Sale of Assets (Schedule H) 4,272.34

25 Distributions to Beneficiaries/Trustee (Schedule J): 36,284.25

26 Other Credits (Schedule K): 83,338.61

27 Property on Hand at End of Accounting Period (Schedule L): 540,329.23

28 Total Credits: \$734,101.61

1 **California Probate Code § 1063(f) states:**

2 If the accounting contemplates a proposed distribution, there
3 shall be a schedule setting forth the proposed distribution,
4 including the allocation of income required under Section 12006.

5 **“SUMMARY OF ACCOUNT” Omission No. 1** – Between October 21 and
6 October 28, 2023, Grantor sent a series of emails to Paice asking him for “a proposed
7 distribution” of her Trust funds so she could hire an attorney to defend herself against
8 Paice’s TEDRA Petition. (Harold Dec., ¶ 6, Ex. 4.)

9 Paice eventually paid Grantor approximately \$20,740.50 out of her Trust on
10 March 28, 2023, **8 days before** Paice’s 2022 AOT was prepared and 16 days before
11 he submitted his 2022 AOT to the protection court as ordered in the TPO.

12 In 2022, Paice knew that the Trust contemplated “a proposed distribution” of
13 Grantor’s attorney fees in 2023. Therefore, a schedule setting forth the proposed
14 distribution should have been included in Paice’s 2022 AOT per California Probate
15 Code § 1063(f).

16 Paice’s 2022 AOT cannot be certified because to do so would result in the
17 Court’s ratification of Paice’s TPO violations and breach of duty under Section 1063(f).

18
19 **California Probate Code § 1063(g)(5) states:**

20 If, at the end of the accounting period, there are liabilities of the
21 estate or trust, except current or future periodic payments,
22 including rent, salaries, utilities, or other recurring expenses,
there shall be a schedule showing all of the following:

23 * * *

24 (5) Any other material liability.

25 **“SUMMARY OF ACCOUNT” Omission No. 2** - The agreement and future
26 payment reimbursing Grantor for her attorney fees is “another material liability” not
27 listed in Paice’s 2022 AOT.

28 Paice’s 2022 AOT cannot be certified because to do so would result in the

1 Court's ratification of Paice's TPO violations and breach of duty under Section
2 1063(g)(5).

3
4 **2. 2022 "SCHEDULE A" Evidence** - On the 3rd page of his 2022 AOT,
5 Paice presented the following evidence for the Court's approval and certification:

6 SHARON M HAROLD IRREVOCABLE TRUST

7 Accounting of Trustee

8 For Period January 1, 2022 to December 31, 2022

9 SCHEDULE A - PROPERTY ON HAND AT BEGINNING OF ACCOUNTING PERIOD

10 <u>DESCRIPTION</u>	<u>AMOUNT</u>
11 Cash in Boeing Employees' Credit Union (BECU) (account 9232)	\$ 41.55
12 Cash in BECU (account 9307)	1,427.66
13 LPL Financial account 4662 Cash Account	54,044.66
14 LPL Financial account 4662 Investments	<u>652,541.32</u>
15 TOTAL Property on Hand as of January 1, 2022	\$ 708,055.19

16
17 **California Probate Code § 1063(a) states:**

18 In all accounts, there shall be an additional schedule showing the
19 estimated market value of the assets on hand as of the end of the
20 accounting period, and a schedule of the estimated market value
of the assets on hand as of the beginning of the accounting
period for all accounts subsequent to the initial account.

21 **"SCHEDULE A" Omission No. 1** - Paice's 2022 AOT contains no "additional
22 schedule(s) . . . for all accounts subsequent to the initial account." For example, these
23 "subsequent" accounts would include but not be limited to Grantor's investments in
24 LPL Financial accounts. For some inexplicable reason, the detail attached to Paice's
25 2022 AOT contains statements reflecting the LPL Financial accounts for **2023, not**
26 **2022.**

27 **"SCHEDULE A" Omission No. 2** - Paice's 2022 AOT contains no supporting
28

1 documentation to allow the Court to verify if his Schedule A compilation is accurate.
2 Had Paice fulfilled his duty, perhaps Schedule A would be “designed for those who are
3 not informed about such matters.”

4 Paice’s 2022 AOT cannot be certified because to do so would result in the
5 Court’s ratification of Paice’s TPO violations and breach of duty under Section
6 1063(a).

7
8 **3. 2022 AOT “SCHEDULE C” Evidence** – On the 4th page of Paice’s 2022
9 AOT, Paice presented the following evidence for the Court’s approval.

10 SHARON M HAROLD IRREVOCABLE TRUST

11 Accounting of Trustee

12 For Period January 1, 2022 to December 31, 2022

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

<u>Date</u>	<u>Payor</u>	<u>Description</u>	<u>Amount</u>
12-31-2022	BECU	Interest	\$ 10.11
12-31-2022	LPL Financial	Dividends, Interest	26,011.31
6-24-2022	David Paice	Reimbursement	<u>25.00</u>
TOTAL RECEIPTS			<u>\$ 26,046.42</u>

15
16
17
18
19
20 **California Probate Code § 1063(e) states:**

21 If any interest has been paid or is to be paid under Section
22 12003, 12004, or 12005, or subdivision (b) of Section 16340,
there shall be a schedule showing the calculation of the interest.

23 **“SCHEDULE C” Omission No. 1** – Paice’s 2022 AOT contains no “schedule
24 showing the calculation of the interest” or any financial record to verify that BECU paid
25 the Trust \$10.11 in interest.

26 **“SCHEDULE C” Omission No. 2** – Paice’s alleged 2022 AOT contains no
27 “schedule showing the calculation of the interest” for \$26,011.31 in dividends and/or
28

interest.

“SCHEDULE C” Omission No. 3 – Paice’s alleged 2022 AOT contains no explanation about the \$25.00 reimbursement to Paice.

Paice’s 2022 AOT cannot be certified because to do so would result in the Court’s ratification of Paice’s TPO violations and breach of duty under Section 1063(e).

4. 2022 AOT “SCHEDULE G” Evidence – On the 5th page of Paice’s alleged 2022 AOT, Paice presented the following evidence for the Court’s approval and certification:

SHARON M HAROLD IRREVOCABLE TRUST

Accounting of Trustee

For Period January 1, 2022 to December 31, 2022

SCHEDULE G - DISBURSEMENTS

Date of

Payment

Check No.

Payee and Purpose of Payment

Amount

4/8/2022	85537844	Llewellyn Accountancy-Tax Preparation	\$ 625.00
6/6/2022	EFT	Lane Powell PC - Legal Fees	3,500.00
6/14/2022	EFT	Integrity Law Firm - Legal Fees	200.00
7/29/2022	EFT	Lane Powell PC - Legal Fees	1,258.50
8/9/2022	995025	Llewellyn Accountancy - Accounting	4,944.00
8/19/2022	EFT	Lane Powell PC - Legal Fees	23,112.15
10/5/2022	21577968	Llewellyn Accountancy - Accounting	2,090.00
10/17/2022	EFT	Lane Powell PC - Legal Fees	20,210.03
11/25/2022	EFT	Lane Powell PC - Legal Fees	13,167.50
12/27/2022	42222187	Llewellyn Accountancy - Accounting	<u>770.00</u>
			<u>\$69,877.18</u>

"SCHEDULE G" Omission No. 1 – Lane Powell submitted the following IOLTA accounting to Respondent Charles Harold and Grantor on March 10, 2023. (Harold Dec. ¶ 7, Ex. 5.) Respondents note that this IOLTA chart was NOT submitted with Paice's 2022 AOT.

Billing and Payment History for the Sharon M. Harold Irrevocable trust Dated November 14, 2004

June 22 to March 23, 2023

Type	Date	Fees	Costs	Other	Tax	Interest	Total
BILL	6/13/2022	4,758.50	0	0	0	0	4,758.50
PAY	6/21/2022	-3,500.00	0	0	0	0	-3,500.00
PAY	7/29/2022	-1,258.50	0	0	0	0	-1,258.50
Total	6/13/2022	0	0	0	0	0	0
BILL	7/22/2022	23,112.15	0	0	0	0	23,112.15
PAY	8/19/2022	-23,112.15	0	0	0	0	-23,112.15
Total	7/22/2022	0	0	0	0	0	0
BILL	9/21/2022	20,174.00	36.03	0	0	0	20,210.03
PAY	10/17/2022	-20,174.00	-36.03	0	0	0	-20,210.03
Total	9/21/2022	0	0	0	0	0	0
BILL	10/26/2022	13,167.50	0	0	0	0	13,167.50
PAY	11/23/2022	-13,167.50	0	0	0	0	-13,167.50
Total	10/26/2022	0	0	0	0	0	0
BILL	12/20/2022	28,880.50	25.83	0	0	0	28,906.33
PAY	1/20/2023	-28,880.50	-25.83	0	0	0	-28,906.33
Total	12/20/2022	0	0	0	0	0	0
BILL	1/30/2023	5,788.00	613.1	0	0	0	6,401.10
PAY	2/23/2023	-5,788.00	-613.1	0	0	0	-6,401.10
Total	1/30/2023	0	0	0	0	0	0
BILL	2/22/2023	5,677.50	3.24	0	0	0	5,680.74
BILL	3/22/2023	34,075.50	141.66	0	0	0	34,217.16
GRAND TOTAL		39,753.00	144.9				39,897.90

California Probate Code § 1063(f) states:

If the accounting contemplates a proposed distribution, there shall be a schedule setting forth the proposed distribution, including the allocation of income required under Section 12006.

Paice's SCHEDULE G lists 2022 distributions to Lane Powell in the amount of \$61,248.18. On December 20, 2022, Lane Powell's IOLTA shows the Trust was billed \$28,906.33 but did not receive payment until January 20, 2023.

Adding 2022 Trust money paid to Lane Powell in the amount of \$61,248.18 **plus** the outstanding balance billed but NOT paid in 2022 in the amount \$28,906.33 **equals** a total amount of **\$90,154.51 in Trust liabilities in 2022**.

Lane Powell and Mr. Schilbach knew there was an outstanding 2022 balance of \$28,906.33 as evidenced by the IOLTA and Paice knew he owed Lane Powell \$28,906.33 in 2022.

"SCHEDULE G" Omission No. 2 – Between January 12, 2023 and June 20, 2023. Paice made the following "Solicited, nondiscretionary Trades (sales) of Grantor's LPL Financial stock investments;

- On January 12, 2023, Paice sold \$17,000 of Grantor's stock. (Harold Dec., ¶ 8, Ex. 6.)
- On February 27, 2023, Paice sold \$21,000 of Grantor's stock. (Harold Dec., ¶ 9, Ex. 7.)
- On April 7, 2023, Paice created his 2022 AOT.
- On June 20, 2023, Paice sold \$25,000 of Grantor's stock. (Harold Dec., ¶ 10, Ex. 8.)

Pursuant to Section 1063(f), Paice's 2022 AOT was required to contemplate "a proposed distribution" and include a "schedule setting forth the proposed distribution" for \$17,000 and \$21,000 in 2023 because on April 7, 2023 when Paice prepared his 2022 AOT, Paice had personal knowledge that he already sold Grantor's stock a few months earlier, on January, 12 and February 27, 2023.

Furthermore, Paice prepared his 2022 AOT on April 7, 2023, only two months BEFORE he sold Grantor's stock for \$25,000. Paice should have contemplated a proposed distribution of such a large amount of money and included a "schedule setting forth the proposed distribution, including the allocation of income required

1 under Section 12006.”

2 Paice’s omissions were therefore intentional and deceitful. The language of
3 Section 1063(f) creates transparency and future insight into the health and
4 management of Trust activities. If Respondents had not discovered Paice’s intentional
5 omissions of future distributions, their view of the financial health and posture of the
6 Trust would have been substantially different. As stated by Mr. Llewellyn, “If the
7 omitted disclosures were included in the financial statements, they might influence the
8 user’s conclusions about the trust’s financial statements.”

9 **“SCHEDULE G” Omission No. 3** – Mr. Schilbach’s IOLTA lists two
10 outstanding balances: 2/22/2023 for \$5,680.74 and 3/22/2023 for \$34,217.16, for a
11 grand total of **\$39,897.90**. Mr. Schilbach and Paice drive this TEDRA proceeding and
12 are presumed to know their future legal costs based upon their legal strategy.

13 Therefore, pursuant to Section 1063(f), Paice’s 2022 AOT was required to
14 contemplate “a proposed distribution” and include a “schedule setting forth the
15 proposed distribution” of **\$39,897.90** in 2023.

16
17 **California Probate Code § 1063(g)(3)(5) states:**

18 If, at the end of the accounting period, there are liabilities of the
19 estate or trust, except current or future periodic payments,
20 including rent, salaries, utilities, or other recurring expenses,
there shall be a schedule showing all of the following:

21 * * *

22 (3) All notes payable.

23 * * *

24 (5) Any other material liability.

25 **“SCHEDULE G” Omission No. 4** - Mr. Schilbach’s IOLTA clearly lists “notes
26 payable” in that Paice owed Lane Powell \$28,906.33 in 2022. This is also a “material
27 liability” proven by the fact that Paice paid Lane Powell the \$28,906.33 on January 20,
28 2023. This information should have been included in Paice’s 2022 AOT in a separate

1 schedule pursuant to Section 1063(g)(3)(5).

2 The true financial health of Grantor's disbursements under Schedule G should
3 have reflected all 2022 Lane Powell BILL and PAY liabilities of \$90,154.51 plus the
4 anticipated 2023 Lane Powell liabilities of \$39,897.90, for a grand total of
5 **\$130,052.44**, not the \$61,248.18 in Trust liabilities to Lane Powell as stated in Paice's
6 Schedule G.

7 Paice's 2022 AOT cannot be certified because to do so would result in the
8 Court's ratification of Paice's TPO violations, his intentional and deceitful omissions
9 and his breach of duty under Sections 1063(f) and 1063(g)(3)(5).

10
11 **5. 2022 AOT "SCHEDULE H" Evidence** – On the 6th page of Paice's
12 alleged 2022 AOT, he presented the following evidence for the Court's approval and
13 certification:

14 SHARON M HAROLD IRREVOCABLE TRUST

15 Accounting of Trustee
16 For Period January 1, 2022 to December 31, 2022

17 SCHEDULE H - LOSSES ON SALES OR OTHER DISPOSITIONS

18 DATE	GROSS SALES DESCRIPTION	BEGINNING VALUE	GROSS SALES PRICE	LOSS
19 08/03/22	Fidelity Advisor Equity Inc.	30,689.11	30,000.00	\$689.11
20 11/15/22	Fidelity Advisor Equity Inc.	33,583.23	30,000.00	<u>3,583.23</u>
21		TOTAL		<u>\$4,272.34</u>

22
23 **California Probate Code § 1063(b) states:**

24 If there were purchases or other changes in the form of assets
25 occurring during the period of the account, there shall be a
schedule showing these transactions.

26 **"SCHEDULE H" Omission No. 1** - Paice's 2022 AOT lists two "gross sales" in
27 Schedule H. Are these sales "other changes in the form of assets" or something else?
28

1 Since Paice's 2022 AOT omitted "accompanying financial statements" to support these
2 changes, Respondents have no idea why these Trust assets were sold, transferred
3 back into Trust assets, or removed from the Trust altogether.

4
5 **D. Paice's Recent 2023 Sales of Grantor's Stock is Unexplained.**

6 On October 27, 2023, Paice made yet another trade (sale) of Grantor's LPL
7 Financial stock investment in the amount of \$8,000.00. Neither Grantor nor
8 Respondents know where these funds are or how these funds will be used, and Paice
9 has offered no explanation. Paice's acts are once again demonstrative of the
10 inequitable, and adversarial relationship between Grantor, Respondents and Paice.
11 (Harold Dec., ¶ 11, Ex. 9.) This behavior further supports a motion by this Court to
12 remove Paice under Cal. Probate Code § 15624(b)(4).

13
14 **E. Paice's 2022 AOT Does Not Meet Additional Mandatory California Probate**
15 **Code Requirements.**

16 Llewellyn's cover page disclaimer for Paice's 2022 AOT supports the
17 conclusion that Paice's document does not meet the mandatory requirements of
18 California Probate Codes.

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

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

23 Paice's 2022 AOT contains information for 2023 and is therefore not compliant
24 with Section 16322(b).

25 Paice's 2022 AOT cannot be certified because to do so would result in the
26 Court's ratification of Paice's TPO violations and breach of duty under Section
27 16322(b).

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

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

4 * * *

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

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

12 (b) All accounts filed to be approved by a court shall be presented
13 in the manner provided in Chapter 4 (commencing with Section
14 1060) of Part 1 of Division 3.

15 Paice's 2022 AOT contains none of the mandatory requirements specifically set
16 forth above in Section 16063. **More importantly, the required language of Sections**
17 **16063(a) and (b) were not included in any of the prior 12 years of AOT submitted**
18 **by Paice.**

19 Paice's 2022 AOT cannot be certified because to do so would result in the
20 Court's ratification of Paice's TPO violations and breaches of duty under Sections
21 1063(b), 16322(b) and 16063.

22 **F. Paice's AOT Lacks Foundation and Does Not Meet Evidence Standards**
23 **under Washington State Law.**

24 Washington Evidence Rule 901 states:

25 **REQUIREMENT OF AUTHENTICATION OR IDENTIFICATION**

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

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

 (1) Testimony of Witness With Knowledge. Testimony that a

1 matter is what it is claimed to be.

2 Pursuant to ER 901(a), Paice's 2022 AOT does NOT contain "evidence
3 sufficient to support a finding that the matter in question is what its proponent claims"
4 as stated by Paice's own CPA, Mr. Llewellyn in his cover page disclaimers.

5 Furthermore, Respondents have clearly demonstrated that Paice's 2022 AOT
6 omitted disclosures are in violation of **California Probate Codes §§ 1063 (a), (b), (e),
7 (f) and (g)(1), (g)(3)(5).**

8 Pursuant to ER 901(b)(1), Paice offered no testimony or declaration as to the
9 authenticity of the accounting from his Mr. Llewellyn, who prepared the AOT. Paice
10 offered no "testimony of a witness with knowledge. Testimony that a matter is what it
11 claims to be."

12 Paice's 2022 AOT is NOT an "accounting" of trustee, and NOT "what its
13 proponent claims." Therefore, Paice's 2022 AOT cannot be certified by the Court
14 because its construction was completed in violation of multiple California Probate
15 Codes and is inadmissible pursuant to ER 901.

16 Washington Evidence Rule 803(a)(7) is NOT an exception to the hearsay rule
17 as it applies to Paice's AOT. It states:

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

20 * * *

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

25 Paice's 2022 AOT contains omissions of data that if present, as stated by
26 Paice's own accountant, "might influence the user's conclusions about the trust's
27 financial statements."

28 The "sources of information and circumstances" surroundings Paice's AOT

1 “indicate lack of trustworthiness” and are therefore not admissible to prove Paice
2 complied with California Probate Codes §§ 16061, 16062 and 16063.

3 Therefore, Paice’s 2022 AOT cannot be certified by the Court because it is
4 inadmissible pursuant to Washington Evidence Rule 803(a)(7).

5
6 **III. OPINIONS AND CONCLUSION**

7
8 Paice’s temporal environment, his *mens rea*, is clearly revealed through his
9 numerous negligent and intentional omissions of duty surrounding the administration
10 of Grantor’s Trust. Repeatedly, Paice has decided to affirmatively chose obfuscation
11 over transparency; treason over loyalty; wantonness over care; favoritism over
12 impartiality; offense over protection; abolition over preservation; noncompliance over
13 accountability, and most importantly doubt over trust.

14 Therefore, under authority of **California Probate Code §15642**, Respondents
15 implore the Court, on its own motion, to remove Paice as Trustee immediately.

16
17 DATED: November 13, 2023 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: November 13, 2023 s/John Harold
24 John Harold, Residual Beneficiary and
25 Respondent in pro se
26 230 Westmont Dr.
27 Reedsport, OR 97467
28 Tel: (541) 662-6262
Email: john6231@live.com

1 DATED: November 13, 2023

s/Angel Harold
Angel Harold, Residual Beneficiary and
Respondent in pro se
26707 Isabella Pkwy Unit 202
Canyon Country, CA 91351
Tel: (661) 289-4238
Email: angelharold25@gmail.com

6 DATED: November 13, 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

12 DATED: November 13, 2023

s/Josette Harold Ramirez
Josette Harold Ramirez, Residual Beneficiary and
Respondent in pro se
11319 Playa St.
Culver City, CA 90230
Tel: (310) 280-6229
Email: jobabe007@gmail.com

We certify that this memorandum contains 4,135
words, in compliance with the Local Civil Rules.