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

In re the Matter of

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

a Trust.

DAVID M. PAICE,

Petitioner-Trustee.

Case No. 22-4-08326-1 KNT

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

Grantor Sharon M. Harold ("Grantor") and Residual Beneficiaries Charles A. Harold, Jr. ("Charlie"), John Harold, Angel Harold, Josette Marie Ramirez, and Amy Jane Small ("Amy") (hereinafter collectively referred to as "Respondents") object to the Verified Petition for Approval of Interim Account; for Discharge of Successor Trustee; and for Appointment of Successor Trustee as follows:

10 March 2010 Trustee received a check in the amount of \$533,529.59 from Grantor's Sharon M. Harold Irrevocable Trust Dated November 4, 2004 ("Trust"). It was deposited into a BECU ATM machine located inside a grocery store at 25250 Pacific Highway, South Kent, Washington, as stated on the BECU statement for the period 3/10/2010–03/12/2010. (Charlie Decl. ¶ 5; Ex. 16.) This BECU accountholder is listed as the Trust, P.O. Box 48212, Seattle, WA 98148-0212. Between 2010 and

1 2017, this P.O. Box was the personal mailbox for Trustee and his wife, Briana. She
2 also used this mailbox for her personal business, Briana Michelle Photography,
3 LLC¹). Respondents note that the Trust is not cited properly on this BECU statement
4 (as required by BECU trust account policies) or any subsequent BECU statements
5 because the date the Trust was established is omitted.

6 The three accounts on the BECU financial statement are listed as "Member
7 Advantage" accounts, a premium "personal" account with special offers and financial
8 incentives. (*Id.*) It is unclear how Trustee was able to open a "trust" account based
9 upon BECU's own policies. Respondents located BECU's form and policies from its
10 website entitled, "Request to Open Revocable or Irrevocable Trust Accounts" and
11 "Account Agreements" that list information discussed below. (Charlie Decl. ¶ 6; Ex.
12 17.)

13 The Account Agreements in Section d discusses "Revocable and Irrevocable
14 Trust Accounts" and classifies "trust" accounts as "Personal Accounts." It further
15 states, "BECU acts only as a depository for the funds held in the trust Account, and is
16 under no duty to act as a fiduciary or to inquire as to the powers or duties of any
17 trustee[.] [T]rustee(s)...agree that they [BECU] are not jointly or severally liable[.]" To
18 open a "trust" account, one must fill out the lengthy and detailed BECU "Request to
19 Open Revocable or Irrevocable Trust Accounts" form which requires a "Trust Account
20 Application" and a "BECU Certification of Trust" document.

21 The last line of page 1 of the BECU "Request to Open Revocable or Irrevocable
22 Trust Accounts" document reads "**Trust Accounts are not eligible for "Member
23 Advantage."** For the past 12 years, all 154 BECU financial statements for the Trust
24 list the corresponding account numbers as "Member Advantage Savings x9232,
25 "Member Advantage Checking x9307" and "Member Advantage Money Market x9349."
26 These financial statements will be discussed in more detail below.

27
28 ¹ Briana Michelle Photography, LLC, Washington, UBI #603561972 with registered
address of P.O. Box 48212, Seattle, WA 98148-0212.

1 The same BECU financial statement discussed above shows a withdrawal of
2 \$500,000 the same day, 3/10/2010. (Ex. 16.) According to BECU policies, funds are
3 held for a period of time for check deposits exceeding \$5,000, especially a new
4 "Personal Account" like this one. How was someone able to deposit a \$533,529.59
5 check into a grocery store ATM and transfer \$500,000 out within a few hours? How
6 was this approved? Who approved it? Did Trustee, a BECU employee, approve this?

7 Respondents are unclear and would like to know a few more things: Is Trustee
8 asking the Court to certify his Accounting of Trust ("AOT") for a BECU Certified Trust
9 Account or to certify Trustee's own personal checking, savings and money market
10 accounts opened with monies from Grantor's trust? How are these two accounts
11 distinguished? Are these two BECU account classifications one in the same? Who
12 was the \$535,529.59 check issued to? When did Trustee open this account? Why was
13 an ATM inside a grocery store used to deposit such a large amount of money when
14 Trustee himself works at BECU? Where is this ATM in proximity to Trustee's, home
15 and P.O. Box addresses? For all the reasons stated above, Trustee's AOT cannot be
16 considered reliable from the very first day he received trust funds from the Grantor's
17 trust, March 10, 2010.

18 Respondents are trying to locate a copy of the \$535,529.59 check and will be
19 asking BECU to verify and define these accounts so we can understand them in terms
20 consistent with state and federal banking regulations and by accounting principles
21 generally accepted in the United States of America.

22 For purposes of clarity, this account will be referred to as the "BECU trust
23 account," but Respondents dispute that it is an actual "trust account" as defined by
24 BECU policy or other authorities.

25 **29 March 2010** Trustee purchased a \$2,000 check from BECU for Grantor's
26 expenses. Trustee submitted a packet to the beneficiaries which included Schedule J
27 listing distributions during that time period. The 3/29/10 withdrawal was actually
28 \$8,000, not \$2,000. On his AOT document, there is a note from Trustee which reads,

1 “Documentation for cashier’s check for \$8,000 on 3/29/10 is pending.” (Amy Decl. ¶ 4;
2 Ex. 1) Where did \$6,000 go? Charlie and Mr. David Llewellyn, a former trustee of
3 Grantor’s trust and CPA, discussed this discrepancy in an email string in December
4 2022, in which Mr. Llewellyn concludes that there appears to be commingling. To date,
5 Trustee has not submitted the pending documentation to Mr. Llewellyn, Grantor,
6 Respondents, or any other beneficiary. (Charlie Decl. ¶ 7; Ex. 18.)

7 **April 2010 through April 2020** A series of checks were written from Grantor’s
8 BECU trust account signed by Trustee. There are no visible endorsement signatures
9 on the back of the checks, and the only legible writing states “for deposit only.” The
10 handwriting, printing and capitalization on the checks vary. Specifically, check number
11 1008 is payable to USAA for “expenses incurred” yet Trustee’s AOT Schedule J for
12 that period lists this check payable to Grantor, Sharon Harold. (Amy Decl. ¶ 5; Ex. 2.)
13 How were these checks deposited into Grantor’s personal account if they are not
14 endorsed by her? Why is check 1008 listed incorrectly?

15 **2010-2022** There are numerous sequential check numbers missing that are not
16 commented on by Trustee. A chart listing all of Trustee’s missing checks was created.
17 (Charlie Decl. ¶ 8, Ex. 19.) How can Trustee’s AOT be accurate when missing checks
18 are unaccounted for?

19 **2 February 2011** Trustee states that Grantor, “without my knowledge or
20 consent, put my name on her personal checks at her personal bank account held at
21 USAA.” He references USAA account ending in x-2019.² (Paice Decl. ¶10(b); Ex. C.)
22 Trustee also states, “Upon learning of my name being on Sharon’s checks, I called
23 USAA Bank to confirm that I did not have access to these accounts and that I was not
24 listed as an owner of these accounts, which USAA confirmed.” (Paice Decl. ¶ 10(b).)

25 Trustee’s foregoing statements are inaccurate. On February 22, 2005, Grantor
26 opened a checking and savings account with USAA and was the only account holder.

27 _____
28 ² Trustee referenced an incorrect USAA account number. Grantor does not now or has
ever had an USAA account ending in x-2019.

1 On February 2, 2011, Trustee signed a signature card for Grantor's two personal
2 USAA banks accounts, which also lists the to: and from: fax numbers are listed on the
3 document. (Amy Decl. ¶ 6; Ex 3.) This created a "Joint Tenants with Rights of
4 Survivorship" and "Power of Attorney" bank account with Grantor and Trustee.
5 According to USAA's terms and conditions, this gave Trustee equal and full control
6 over Grantor's personal bank accounts for 12 years until Grantor had him removed in
7 October 2022. Having power of attorney on these accounts allowed Trustee the right
8 to do everything Grantor could do **except** add or delete people.

9 To further contradict Trustee's statements that he knew nothing about this, his
10 own personal USAA member #x9460 was linked to Grantor's and his **joint** bank
11 account. (Amy Decl. ¶ 6; Ex 3.) Each month for close to 12 years, when Trustee
12 transferred Grantor's monthly trust disbursements to Grantor, and Grantor deposited
13 the trust money into this **joint** USAA account with Grantor, Trustee was in fact
14 converting Grantor's trust money to his own.

15 Trustee's actions are the very definition of conversion and commingling of trust
16 funds, and his actions of personal gain have created a conflict of interest between
17 Grantor, the wishes of her will, and Respondents, her beneficiaries. Grantor's will
18 assigned her USAA bank accounts to her "personal representative." If Grantor were to
19 die while Trustee was Grantor's joint account holder, all funds in their account would
20 become Trustee's, despite the wishes stated Grantor's will to the contrary. This
21 conversion may also trigger an audit of Grantor's state and federal taxes.

22 From the time Trustee converted and commingled Grantor's trust funds in 2011,
23 every subsequent action that flowed from his intentional act of conversion became fruit
24 of the poison tree. This invalidated his acts as a trustee because in fact, all his acts by
25 default were personal, in furtherance of his self-interest, and not a benefit to Grantor's
26 trust or Grantor. The personal benefits Trustee derived is the basis for denial of
27 attorney fees and, in fact, the basis for Trustee to personally pay Grantor's attorney
28 fees. This act alone should invalidate Trustee's entire AOT because it is an accounting

1 which omits additional bank accounts not realized until now.

2 **2011 through 2018** Trustee's AOT lists duplicate check numbers with different
3 dates of issuance and often different amounts. A chart outlining all 32 duplicate check
4 numbers listed in Trustee's accounting was created. (Charlie Decl. ¶ 9; Ex. 20.) How
5 are Respondents to know what check number is assigned to which bank account and
6 therefore how can the AOT be accurate?

7 **03 March 2014** Trustee transferred \$2,500 from Grantor's BECU trust account
8 to Trustee's and his wife's personal BECU checking account. Trustee later returned
9 \$2,500 to the Grantor's BECU trust account. Trustee's attorney states that the
10 transfers to his personal account were done "inadvertently." (Charlie Decl. ¶ 10; Ex.
11 21.) This is not plausible. The word "inadvertently" requires Trustee to engage in an
12 intentional, physical act. He is highly educated and trained in banking matters
13 according to his self-reported job titles found in public records.

14 Jobs

15 Company (Industry) - Job Title - Dates

16 BECU - Sr. Business Systems Analyst - Jan 26, 2022 - Jan 26, 2022

17 BECU - Business Analyst - IT - Feb 13, 2019 - Nov 14, 2019

18 BECU - Information Technology Business Analyst - Mar 4, 2020 - Jan 26, 2022

19 BECU - Business Continuity Program Manager - Oct 1, 2015 - Jan 26, 2022

20 U.S. - Coast Guard Marine Science Technician - Oct 1, 2015 - Jan 26, 2022

21 BECU - Branch Manager Sep 21, 2012

22 BECU - Financial Center Manager - Oct 1, 2015 - Jan 26, 2022

23 BECU - Member Consultant Lead - Oct 1, 2015 - Jan 26, 2022

24 Education

25 Attendance Dates – Qualification – Type - University

26 Jan 1, 2007 - Dec 31, 2009 – Masters - University of Phoenix

27 Jan 1, 2004 - Dec 31, 2007 - Bachelors of Science - University of Phoenix

28 How and why would Trustee's personal account be linked to Grantor's BECU

1 trust account in order to allow an inadvertent transfer? In order to accomplish this,
2 Trustee's personal checking account needed to be already linked intra-bank within
3 Grantor's trust account.

4 This "inadvertent" transaction is NOT recorded on Trustee's AOT, nor does it
5 appear on Schedule J for this time period. Grantor and Respondents would not have
6 caught this early commingling had they not asked for the AOT. How can the AOT be
7 accurate if these transactions are omitted?

8 **24 April 2014** Trustee issued Grantor a check from Northern Trust for Grantor's
9 monthly disbursement, and she deposited it into her joint USAA account maintained
10 with Trustee. This check was not drawn from Grantor's trust account. (Amy Decl. ¶ 7;
11 Ex. 4.) The payor is listed as "David Paice" with no "TTE" distinction, and the address
12 on the check for Trustee is a P.O. Box also used by Trustee's wife for her business
13 known as Briana Michelle Photography, LLC (as stated previously). Nowhere is the
14 trust account listed on this check.

15 The BECU trust account statement ending 5/9/14 shows a withdrawal from the
16 checking account in the amount of \$2,500 on 4/24/14 with a transaction description of
17 "External Withdrawal SHARON HAROLD-ONLINE PMT". Trustee's Schedule J for this
18 transaction categorizes it as a wire transfer but it is **not**. It is a check. (*Id.*) Why did
19 Trustee have the money transferred to a Northern Trust account before sending it to
20 Grantor? Is the Northern Trust account Trustee's personal trust account? How can the
21 AOT be accurate with these confusing payments?

22 **20 January 2017** A "Petition for Appointment of David Allen Paice As
23 Successor Trustee" to the Joseph A. Daley Family Trust (Grantor's father) was filed in
24 Superior Court of Los Angeles, County of Los Angeles, case No. 16TSPB01751.
25 During that time Respondents, being beneficiaries of this additional family trust, were
26 notified as required. Eventually, Grantor and Trustee were successful in receiving a
27 single disbursement of approximately \$160,000 in cash from the Joseph A. Daley
28 Family Trust.

1 This money was NOT transferred into Grantor's trust or a new trust. Instead, it
2 was deposited into a new personal account of Grantor at Umpqua Bank in Oregon.
3 Later, \$100,000 of the \$160,000 appears on Trustee's Schedule J for the relevant time
4 period. (Shilbach Decl. ¶ 3; Ex. B.) The \$100,000 appears to have been deposited into
5 Grantor's BECU trust account, then a cashier's check was issued for \$70,000. From
6 there, Respondents are still tracing the funds.

7 Why didn't Trustee, when he became Trustee of the Joseph A. Daley Family
8 Trust following California Probate law, simply pour the \$160,000 into Grantor's BECU
9 trust account? Wasn't this \$160,000 technically part of Grantor's trust assets?
10 Respondents are trying to determine if Trustee was a joint account holder on the
11 Umpqua Bank account as he was on Grantor's USAA accounts.

12 **26 July 2020** Trustee transferred \$1,000 from Grantor's BECU trust account to
13 Trustee's and his wife's personal BECU checking account x2739 and later transferred
14 the \$1,000 back to Grantor's BECU trust account x9307 that same day, July 26.
15 (Charlie Decl. 11; Ex. 22.) Another inadvertent transfer that is not plausible given
16 Trustee's knowledge, BECU employment position, banking security rules, policies and
17 protocols.

18 **15 May 2021** Grantor sent Trustee's wife a graduation gift in the form of a
19 check for \$2,500. Trustee's wife deposited the check into her personal bank account,
20 and it cleared Grantor's personal account on May, 24, 2021. (Paice Decl. ¶ 10a; Ex.
21 A.) Trustee states that he returned the money because he and his wife knew that
22 Grantor "was on a very limited income." (*Id.*) Trustee returned the \$2,500 to Grantor by
23 check from "[Trustee] and my wife's personal checking account" in November 2021.
24 (*Id.*, Ex. B.) Grantor deposited the check into her and Trustee's joint USAA account. If
25 Trustee was so concerned about Grantor's "very limited income," why did he wait 6
26 months to return the gift? Why did Trustee fail to notify this Court that his wife also
27 received the following checks from Grantor that Trustee did NOT return to her?

3/25/2012	1041	Brieana Paice	659.59
8/30/2016	1181	Brieana Paice	100
10/11/2016	1184	Brieana Paice	500
10/12/2016	1185	Brieana Paice	30
10/25/2016	1186	Brieana Paice	400

Furthermore, Grantor's monthly disbursement check dated December 20, 2022 appears to be written from the same account Trustee used to repay Grantor for the \$2,500 graduation gift. Wouldn't it be easier and support transparency for the Trustee to write disbursement checks directly from the trust account, as he does when he pays trust expenses?

22 July 2021 Trustee and his wife vacationed at Charlie's home in June 2021. The families went shooting. On July 4, 2021, Charlie texted Trustee and asked him if he would reimburse him for ammunition used during the trip. Trustee replied in a text thread, "I'll have Brieana (Trustee's wife) call you to coordinate she does all the money stuff." (Charlie Decl. ¶ 12; Ex. 23.)

On July 14, 2021, Trustee's wife Brieana sent Charlie a text from her personal phone stating, "Just scheduled payment had to wait until payday. Payment should be there 7/22." (*Id.*)

On or about July 22, 2021, Charlie received a check from Trustee, which is similar to the checks Trustee sends to Grantor for her monthly disbursement. The payor is "David Paice" with no "TTE" distinction. This confirms Trustee's previous text statement that Brieana "does all the money stuff." Trustee's wife Brieana sent this check from Trustee's named account; her name does not appear on the check. Since Trustee stated that his wife "does all the money stuff," Respondents are unclear as to which bank account this money came from? Respondents' additional question is this: did Trustee's wife have access to and pay Charlie a personal expense from the

1 Grantor's trust account or have Grantor's monthly disbursements been paid from
2 Trustee's personal account?

3 **2 November 2021** Trustee mailed Grantor her monthly disbursement check
4 from a Wells Fargo account, again listing "David Paice" with no "TTE" as payor.
5 Nowhere is the trust account listed on this check nor on Schedule J for the year 2021.
6 The only entry for November on Schedule J is dated 11/24/21 for \$2,500. Grantor's
7 bank statement shows a Zelle deposit for \$2,500 on November 26. Therefore, the
8 Wells Fargo check omitted from Schedule J is not the 11/24/21 entry on Schedule J.
9 (Amy Decl. ¶ 8, Ex. 5.)

10 Respondents would like to know why Trustee insists on using several different
11 bank accounts and payment methods to pay Grantor when he could simply set up an
12 autopay system directly from Grantor's trust or investment account? Why all the
13 confusing transfer of Grantor's funds between various financial institutions?

14 Respondents are aware of additional accounting and banking irregularities but
15 are limiting examples for the sake of brevity. We are willing and able to provide further
16 documentation if requested by this Court.

17 **RELEVANT FACTS**

18 **A. Respondents' Response to "Acceptance of Trusteeship of the Harold** 19 **Trust."**

20 Trustee has had control over Grantor's trust bank accounts, acting as a
21 successor trustee since 2010 as demonstrated by BECU bank statements, but **not**
22 demonstrated in the document he submitted called Trustee's Acceptance. (Petition Ex.
23 B)

24 Respondents have reservations about this Trustee's Acceptance document and
25 contend that it is highly irregular, atypical and invalid. The Trustee Acceptance
26 document is not page numbered, so it is unclear if it constitutes the entire document; it
27 has not been accepted or recognized by a California court or any court; it is not dated,
28 and it is not notarized as is the controlling Sharon M. Harold Irrevocable Trust

1 document itself. No power of attorney has been submitted along with the Trustee
2 Acceptance. Other documents are missing as well. There is no receipt from the
3 predecessor trustee for the transfer of assets in excess of \$500,000 to Trustee.
4 Respondents do not know the name of the predecessor trustee who passed the assets
5 to Trustee. Significantly, there is no indication from Trustee or his attorneys that the
6 beneficiaries were ever notified of this change in trustee as required by Cal. Probate
7 Code § 1601.7(a)(2). That is a responsibility assigned specifically to a successor
8 trustee.

9 Trustee's attorney states in his August 9 letter, "Although such a notification
10 may have already been provided to you either after Robert G. Hatch resigned as
11 trustee of the Trust, when David Llewellyn resigned as trustee, or when our client
12 consented to act as Trustee, we are providing this Notification in any event."
13 (Schilbach Decl. ¶ 3; Ex. B.) Respondents question this quote, "[O]r when our client
14 **consented** to act as Trustee?" Under the terms of the trust, one needs to be
15 "appointed" as a Trustee, by a predecessor trustee. Why didn't Trustee's attorney say,
16 "When our client was **appointed** successor Trustee"? He uses "consented" because
17 Trustee's attorney and Trustee both know that the beneficiaries were **not notified and**
18 **informed** and therefore not properly appointed as successor trustee. If Respondents
19 were notified, Respondents request Trustee provide that documentation.

20 The Trust is the successor to an original family trust dating back to 1970. In all
21 instances Respondents can recall since they were young, the Trustees of the various
22 Grantor family trusts have provided notice to all beneficiaries as a matter of law, at the
23 order of a court or simply to promote transparency within the family. In fact, this
24 happened as recently as 2017 when, as mentioned above, Trustee was "appointed"
25 successor trustee to the Joseph A. Daley Family Trust in 2017.

26 Therefore, Respondents object and do not accept the Acceptance of Trustee or
27 Notification of Trustee posted by Trustee in this proceeding. Apparently, Trustee's
28 attorney believes this lack of notification is a problem which is why he tries to remedy it

1 herein, with his "Notification of Trustee."

2 Does Trustee's attorney offer this Acceptance of Trustee document to the Court
3 as proof that Trustee is a legally appointed trustee? Does Trustee and his attorney
4 believe this document is somehow persuasive, authoritative, proper, legal and his best
5 evidence? Respondents submit to the Court that Trustee's **absence** of substantial
6 successor trustee documents is the overall **BEST** evidence for the Court to consider.

7 Are Respondents and the Court to believe the law firm of Lane Powell would
8 produce a single document like this to appoint Trustee in another matter? If Lane
9 Powell was working for Respondents, this Acceptance of Trustee document would be
10 the first document Lane Powell would successfully throw out of court.

11 If Trustee's attorney conducted proper due diligence about Grantor's trust and
12 the succession of trustees, prior to signing Trustee on as a client, he would have
13 discovered that the Acceptance of Trustee document itself contains errors as to the
14 timeline succession of trustees. Respondents believe Trustee's attorney and Lane
15 Powell are using this questionable Acceptance of Trustee document to justify paying
16 their attorney's fees which, as discussed later, is completely unjustified under the facts
17 stated herein.

18 Trustee states: "I did not consult any attorney about the duties of a trustee."
19 (Paice Decl. ¶ 5.) In fact, Trustee did consult an attorney. In the probate case
20 mentioned above, Trustee participated in a court petition to have himself appointed as
21 successor trustee to obtain \$160,000. During this time, Trustee obtained special
22 knowledge and some legal advice about the proper handling and transfer of trust
23 assets. Therefore, Respondents would like to know why Trustee continued to act for
24 his own personal benefit, not the benefit of the Trust, subsequent to the 2017
25 proceeding . (Charlie Decl. ¶ 13; Ex. 24.)

26 One does not need to consult an attorney to learn the duties of a trustee; a
27 quick web search clearly describes the basic duties of a trustee. Furthermore, Trustee
28 is employed at BECU as a manager of a financial institution, which has clearly defined

1 and comprehensive policies and procedures readily available to the public online.
2 Trustee could and should have known what his legal obligations and duties are,
3 without any legal consultation by virtue of the fact that he works at BECU. If Trustee
4 was not willing or able to learn what his duties and obligations or employer's banking
5 policies are, then he should not have accepted this assignment. Is the Trustee
6 admitting that he acted negligently in the administration of Grantor's trust?

7 **B. Respondents' Response to "Service as Successor Trustee of the**
8 **Harold Trust."**

9 Trustee fails to inform this Court accurately as to the current status of the trust.
10 Trustee states the approximate total value of the 2021 trust estate was \$708,055.19.
11 Trustee has omitted that the balance of the trust as of December 31, 2022 was
12 \$522,722.56. That is a decrease in value of approximately \$185,333.63. BECU
13 Investment Services/LPL Financial ("LPL") statement ending December 31, 2022
14 shows cash outflows of \$122,263.78; approximately \$31,000 of which was received by
15 Grantor. (Charlie Decl. ¶ 14; Ex. 25.) Therefore, \$92,000 is currently unaccounted for.

16 On January 20, 2023, Grantor received a letter from LPL at her home. (Amy
17 Decl. ¶ 9, Ex. 6.) The letter is entitled, "Duplicate Confirmation/Trade confirmation for
18 1/12/23" and states that a sell order was placed against the fidelity advisor Strategic
19 CLA account in the amount of \$17,000." (*Id.*) Grantor has never received a notification
20 like this before. What account was the \$17,000 transferred to? Were medallion
21 signatures used to verify the identity of the person who sold these securities?

22 **C. Respondents' Response to "I Kept Sharon Harold Informed About the**
23 **Trust From the Beginning of My Trusteeship Through the Present."**

24 Trustee states, "I have taken my fiduciary duties as trustee of the Harold Trust
25 extremely seriously for the entire time that I have served as Trustee." (Paice Decl. ¶ 4.)
26 As stated above, Trustee claims "I did not consult any attorney about the duties of a
27 trustee." That is the opposite of taking one's duties "extremely seriously."

28 Trustee states that he "kept Sharon fully and completely informed . . . as to the

1 Trust's assets and liabilities." (Paice Decl. ¶ 5.) He also states: "Sharon received copies
2 of those statements at least beginning in November 2014," which leaves Respondents
3 to question why didn't Trustee, or BECU for that matter, provide Grantor with these
4 statements for the previous 4 years? Trustee's belief that he kept Grantor informed is
5 simply a misrepresentation of the facts. Grantor should have been receiving monthly
6 financial statements for her two BECU accounts directly.

7 Between 2010 and 2022, Grantor received financial statements at her home
8 only 29% of the time while Trustee, for his personal benefit, received Grantor's
9 statements at either his home or his P.O. Box 71% of the time. A chart was created
10 showing which statements were delivered when and where. (Charlie Decl. ¶ 15; Ex.
11 26.)

12 For consistency, transparency, BECU policy compliance and for the benefit of
13 the trust, **all** the statements should have been mailed to Grantor on a monthly basis.
14 Trustee's wife Briana had access to all statements mailed to either place, which
15 bolsters why all statements should have been mailed directly to Grantor the entire
16 time. Respondents contend that Trustee created an intentional lack of transparency
17 and consistency for his own personal benefit.

18 Grantor's BECU/LPL statements were being mailed to Grantor's residence until
19 this dispute with Trustee arose. In October and November 2022, Grantor asked
20 Trustee and Trustee's attorney to provide her copies of his attorney's bills. Trustee's
21 attorney initially ignored her request, and shortly thereafter, Grantor stopped receiving
22 any LPL statements (which she had received consistently for many years prior). This
23 indicates that someone intentionally changed the mailing address within the LPL
24 Financial institution. However, Grantor did receive the year-end December statement,
25 which demonstrates a further lack of consistency. Trustee's sending of Grantor's bank
26 statements to his home and personal P.O. Box as stated above, especially during this
27 time frame, may evoke additional questions best answered by the U.S. Postal Service.

28 Another example of the lack of consistency is that Grantor's monthly

1 disbursement checks originated from so many different banking institutions (e.g., Wells
2 Fargo, Northern Trust) and not her BECU trust account. Respondents ask again why
3 didn't Grantor's disbursement checks come directly from the BECU Investment
4 Services account instead of going through Trustee's accounts? This practice by
5 Trustee causes confusion, creates a lack of trust and transparency, and implants
6 doubts as to the accuracy of his AOT. In the presence of doubt, there is no doubt.

7 **D. Respondents' Response to "Regular and Additional Distributions."**

8 Trustee states, "I have never missed making any monthly distribution to Sharon
9 even though I was deployed with the Coast Guard three times[.]" (Paice Decl. ¶ 7.)

10 Respondents want to know how Trustee accomplished managing Grantor's
11 trust and paying her monthly disbursements from different out-of-state Coast Guard
12 locations given the restrictions of using government computers and government
13 networks for other than their intended purposes.

14 **E. Respondents' Response to "Reimbursement for Additional Expense**
15 **Advanced to Sharon."**

16 Trustee references a reimbursement from Grantor for a trip to Canada with her
17 as occurring in August 2017. (Paice Decl. ¶ 9.) Respondents discovered that this trip
18 took place in July 2017. (Charlie Decl. ¶ 16; Ex. 27.) Trustee recalls, "When we
19 returned to Seattle, Sharon was too tired to drive herself back . . . so she asked me to
20 drive her back." (Paice Decl. ¶ 9.) Trustee did not drive Grantor home as he stated.
21 Grantor started to drive herself home and called her daughter Jenifer, Trustee's
22 mother-in-law. Jenifer and her husband picked up Grantor at a rest stop and drove her
23 the rest of the way home. Trustee states, "I drove Sharon to Reedsport . . . and then
24 flew back to Seattle from Oregon. . . . [T]he Trust reimbursed me for the airfare back to
25 Seattle (\$248)." (*Id.*)

26 Respondents are not clear which trip Trustee is referring to because this did
27 not happen in August 2017; therefore, it is also not clear what Trustee was being
28 reimbursed for in the amount of \$248. Trustee has failed to notify the Court of

1 additional trips that Respondents are aware of and whether these trips were paid for
2 by Grantor. This displays Trustee's lack of accurate recordkeeping.

3 Respondents contend that Grantor paying for family trips constitutes a gift, a
4 form of compensation not permitted under most trust laws or persuasive authorities.

5 Trustee claims he has never received compensation for work connected to the
6 trust. However, it is common practice for bank employees to receive commissions for
7 bringing business to the institution. Also, Trustee has established a BECU "Member
8 Advantage" account to manage Grantor's funds. This is a premium "personal" account
9 with special offers and financial incentives. Respondents would like to know this: Does
10 Trustee receive loans, commissions, bonuses, additional compensation or special
11 rewards from his employer BECU and/or LPL either as a private employee or acting as
12 Trustee for Grantor?

13 **F. Duty of Trustee: Managing Grantor's Accounts and Accounting**

14 This entire dispute arose because Trustee simply refused to provide a proper
15 and full accounting when it was requested by Grantor and her daughter Amy Jane
16 Small under Power of Attorney. This refusal to fulfill his fiduciary duties for 12 years
17 amounts to a personal benefit to the Trustee, not a benefit to the trust. Respondents
18 want an accounting for the exclusive purpose of disability planning and to find Grantor
19 an assisted living facility. Trustee, over a 12-year period, never once compiled an
20 official accounting as required. In fact, Trustee did the opposite.

21 On June 9, 2010, instead of providing Grantor copies of bank account records
22 (that he had mailed to himself, not Grantor), Trustee or Trustee's wife Brieana, sent
23 her an email. It contained an attachment: a vague, incomplete spreadsheet, depicting
24 activity in the BECU trust account. (Charlie Decl. ¶ 17; Ex. 28.) The properties tab of
25 the document listed David Paice as the author; however, the email address from which
26 it was sent belonged to Brieana Paice. Respondents have personal knowledge of this
27 because it is an email address Brieana Paice used for many years in group family
28 emails. (*Id.*) It should be noted that between 2010 and 2022, no BECU trust account

1 statements were ever addressed to Grantor at her home; they were all addressed to
2 Trustee. (*Id.*) Why didn't Trustee simply use available BECU trust account statements
3 to keep Grantor informed? Did Brieana Paice send Grantor this email, because
4 according to Trustee, "She (Brieana) does all the money stuff?" (*Id.*)

5 During discussions with family members and Grantor about moving Grantor to
6 an assisted living facility, Trustee regularly rejected requests for informal and formal
7 accounting because, as was only discovered recently, no such AOT existed. At times,
8 Trustee maintained that only the Grantor was entitled to an AOT. Trustee did not
9 provide an accounting to Grantor or anyone acting on Grantor's behalf for 12 years.
10 When Grantor recently requested an accounting, Trustee slow-walked the process
11 until this proceeding was initiated. Grantor resorted to writing a letter to the previous
12 trustee and CPA for the family in an attempt to get information concerning her
13 accounts. (Amy Decl. ¶ 10; Ex. 7.) Grantor stated in her letter to the prior trustee, "I
14 have asked [Trustee] SEVERAL times for an accounting. I have never received one
15 since 2011." (*Id.*, emphasis in original.) In this letter Grantor was also concerned about
16 her LPL account manager, Brian Locke, who will be discussed below.

17 Respondents are incredulous that Trustee can state that Grantor accepted this
18 "less than formal" state of affairs or that Trustee even used that expression. (Schilbach
19 Decl. ¶ 2; Ex. A.) Does Trustee act in a "less than formal" manner while executing his
20 duties for his employer at BECU or do financial institutions not require a "formal"
21 accounting of all deposits as required by state and federal regulations? Trustee
22 himself intentionally created this "less than formal" state of affairs by addressing and
23 thus diverting Grantor's bank statements to his various personal addresses 71% of the
24 time in a 12-year period. Is this a "less than formal" policy of BECU and BECU
25 Investment Services to NOT keep their account holders well informed about their
26 money on a monthly basis?

27 In order to determine whether a care facility was affordable for Grantor, Amy,
28 having power of attorney, requested an immediate accounting in a letter dated April

1 27, 2022. (Amy Decl. ¶ 11, Ex. 8.) Trustee delayed responding and then retained
2 Grantor's attorney, Jeanne Kvale telling Grantor he needed a lawyer to resolve an
3 accounting issue. On May 5, 2022, after several exchanges between Grantor, Amy
4 and Trustee, Ms. Kvale, concerned with Rules of Professional Conduct 3-310, required
5 Grantor and Trustee to sign a conflict of interest agreement. Grantor was also required
6 to contact her doctor and have him sign a capacity letter. This was done because Amy
7 notified Trustee's attorney of a recent severe head injury Grantor had suffered.
8 Grantor never delivered this signed letter.

9 Shortly thereafter, the Trustee's attorney dismissed him and Grantor as clients
10 because the relationship between Trustee, Grantor and Amy created a conflict of
11 interest. In short, Trustee was using Grantor's trust money to pay for legal services to
12 defend his personal position that he did not need to fulfill his duties as Trustee and
13 provide Grantor or her beneficiaries an accounting of the trust so Grantor could be
14 moved to an assisted living facility.

15 Eventually, Trustee agreed to provide a conditional accounting without
16 supporting documentation to Respondents. In a letter dated October 3, 2022,
17 Trustee's new attorney stated that in order to receive the supporting documents for
18 Trustee's accounting, Grantor and all beneficiaries were required to sign a release
19 accepting his accounting as accurate and releasing him, his wife and his minor
20 daughter from any and all future liability regarding the accounting. (Charlie Decl. ¶ 18;
21 Ex. 29.)

22 The letter also states, "The alternative to obtaining a Release from each of you
23 ... is for the Trustee to file a petition seeking court approval of the documents. All costs
24 associated with such a filing will be paid from the assets of the Trust." (*Id.*) Trustee and
25 his attorney knew that this was not legal for many reasons that will be discussed later
26 below.

27 Why would Respondents release Trustee for an AOT BEFORE they were fully
28 informed as to the issues raised herein, while under threat of Grantor's trust being

1 used to pay attorney fees? That sounds like some sort of legal extortion to
2 Respondents. It is intended to compel Respondents to sign a release under duress.
3 This release qualifies as a contract in adhesion because the terms and conditions
4 were set by Trustee, and Respondents had little or no ability to negotiate more
5 favorable terms. Respondents were placed in a “take it or leave it” position by Trustee
6 who constructed this proceeding.

7 The signing of the acceptance of the accounting by Jenifer Sawyer (Petition Ex.
8 D) and Nicole Loomis (Petition Ex. E) is meaningless since “these financial statements
9 are not designed for those who are not informed about such matters.” Respondents
10 contend that Ms. Sawyer and Ms. Loomis were not sufficiently informed to sign such a
11 document because the supporting documentation was not provided at the time the
12 release was signed.

13 Trustee claims that “until recently, [he was] unaware of any necessity for formal
14 trust accounting.” (Petition ¶ 17 at p. 4.) An accounting is a basic requirement for
15 anyone with a piggy bank, loose change in their cup holder or bank account, let alone
16 a trustee who worked for a credit union which has a trust services division. Trustee
17 knew or could have known about this duty by reading his own BECU policies. (Charlie
18 Decl. ¶ 6; Ex. 17.)

19 Any reasonable person would understand why Respondents have become wary
20 of Trustee’s behavior and sympathize with their feeling of urgency in obtaining
21 financial documents, especially after discovering Trustee was a joint account holder
22 with Grantor on her USAA personal bank account.

23 **G. The State of Grantor’s Health.**

24 The following chronology of events demonstrates that Trustee and his various
25 attorneys have been aware of Grantor’s declining health for several years. In fact,
26 Trustee has raised the issue himself with Respondents on several occasions, yet in
27 letters dated September 8 and October 3, 2022, Trustee and his attorneys have
28 intentionally diminished the value of Grantor’s trust with improper and excessive

1 attorney's fees and threatened Respondents with more legal fees. (Charlie Decl. ¶¶
2 18, 19; Exs. 29, 30.)

3 At the start of this inquiry, Grantor's trust was worth approximately \$706,000.00
4 more than enough to place Grantor in assisted living. Presently, Grantor's trust is
5 worth approximately \$522,000.00, perhaps NOT enough to place her in assisted living.

6 On March 14, 2018, Grantor stated that she wanted to move to Arizona, give
7 Charlie power of attorney and make him executor of her estate and create a new will.
8 Charlie sent his attorney Edgar Saenz an email who replied this was best handled in
9 Oregon. (Charlie Decl. ¶ 20; Ex. 31.) Eventually, after discussions with the family, it
10 was decided that Amy should have Power of Attorney.

11 On June 21, 2018, Amy received three powers of attorney for Grantor: Durable,
12 General and **Disability Planning**. Amy started her discussion with Grantor about
13 where she should move.

14 Between April 22 to April 26, 2019, Trustee, his wife Brieana and their daughter
15 vacationed at Charlie's house. During several informal conversations, Trustee
16 expressed how difficult Grantor was to deal with at times. Charlie told Trustee he was
17 well aware of his mother's personality since he has known her his entire life. Charlie
18 gave Trustee advice and said the best way to handle Grantor is to "just tell her no" and
19 move on. Trustee told Charlie that to deal with Grantor constantly asking for money,
20 he deposited money from the trust into his personal account once or twice a year and
21 wrote her checks when needed because, "It's easier that way." (Charlie Decl. ¶ 21.)
22 Charlie told Trustee that doing this constituted commingling; Trustee responded by
23 stating that it was okay with Grantor. Charlie told him it did not matter; it was still
24 commingling. (*Id.*)

25 Charlie told Trustee that Grantor wanted to move to Arizona. They discussed
26 Grantor living with Charlie in his home or rental property. Charlie said that would be a
27 bad idea since his property had many rocky and uneven surfaces, and Grantor would
28 fall and injure herself like she had on previous occasions. Charlie told Trustee that

Grantor needed to be in an assisted living facility. Trustee's reply was that Grantor did not have enough money for that. Charlie knew that in fact, the value of Grantor's estate was approximately \$700,000 based on documents Grantor emailed him at the time, more than enough money to find a nice, assisted living facility in Arizona.

Between the time Trustee left Charlie's home in April 2019 and November 2019, Grantor suffered these three medical events requiring medical treatment:

DATE	INCIDENT TYPE	INJURED	HOSPITAL or DOCTOR	EVENT DESCRIPTION
September 23, 2019	Trouble breathing, week spell	Yes	Yes	Grantor admitted to Florence Hospital for a chest and PET scan of brain
October 18, 2019	Fall	Yes	Yes	Grantor fell down in neighbor's driveway, broke hand injured head and face. CT scan ordered
November 18, 2019	Brain checkup	UNK	Yes	Grantor visited her neurologist about fall episodes

On December 26 and 27, 2019, Trustee, his wife Brieana, their daughter and Charlie's sister, Harmony Harold, all visited Grantor at her home after her injury listed in the chart above. Grantor's injuries were self-evident and visible to anyone. Another example of how Trustee ignored Grantor's declining health issues. (Charlie Decl., ¶ 22; Ex. 32.)

On December 31, 2019, after being made aware of Grantor's most recent injury, Charlie visited a newly opened assisted living facility near his home. (Charlie Decl. ¶ 23; Ex. 33.) He took a tour of the facility, obtained brochures and pricing and sent the information via text to Trustee and Trustee's wife. In subsequent conversations, Charlie told Trustee the approximate price for the top of the line service at this facility was approximately \$4,500 per month. Again, Trustee replied there was not enough money in Grantor's estate. At the time Trustee made this statement, the value of Grantor's LPL Financial investments alone was approximately \$625,000.00. Trustee made no more effort to facilitate Grantor's move to an assisted living facility

anywhere. Interestingly, in June of 2021, during another visit to Charlie's home, Trustee said he was looking to buy property in Arizona and started an active search in 2022.

On November 1, 2021, Trustee called Amy on the phone. Trustee told Amy he had concerns about Grantor's mental health, that Trustee no longer wished to continue as Trustee, and that there was not enough money for moving Grantor to a health care facility. (Amy Decl. ¶ 13.) At the time of their telephone conversation, Grantor's LPL Financial Investments statement for October 31, 2021 showed a balance of \$690,030.46. (Charlie Decl. ¶ 24; Ex. 34.)

On December 2, 2021, following up on Trustee's conversation with Amy stating he wanted to resign, again, Charlie contacted attorney Edgar Saenz via email to discuss having Charlie take over as administrator of the estate, have medical power of attorney and be the trustee. (Charlie Decl. ¶ 25; Ex. 35) The following series of calls was then initiated between Edgar Saenz, Charlie and Grantor.

DATE	TIME	CALLER ID	PHONE NO.	IN/OUT	TYPE	MINUTES
12/2/2021	03:26PM	Edgar Saenz	310.417.9900	Incoming, Call	SDDV	2
12/2/2021	02:23PM	Edgar Saenz	310.417.9900	Incoming, Call	WIFI	7
12/2/2021	02:31PM	Charlie Harold	818.652.6400	Outgoing, Call	WIFI	2
12/2/2021	10:30AM	Edgar Saenz	310.417.9900	Outgoing, Call	WIFI	2

It was eventually decided that the matter was best handled in Oregon where Grantor lived. Grantor did not follow through with this request for a series of reasons Respondents are still in the process of uncovering. At the time of these calls, Grantor's LPL Financial statement for December 31, 2021 showed a balance of \$706,585.98. (Charlie Decl. ¶ 26; Ex. 36.)

On March 6, 2022, Grantor fell in her kitchen and suffered a severe head injury requiring hospitalization. (Amy Decl. ¶ 14; Ex. 10.) Trustee was aware of this injury.

1 In a letter dated May 23, 2022, from Trustee's (now former) attorney, Jeanne
2 Kvale, to Amy, Ms. Kvale wrote, "there are adequate current trust assets to provide for
3 [Grantor's] health and support needs for the foreseeable future." (Amy Decl., ¶ 15; Ex.
4 11.) Even though Grantor was a co-client and third-party payer for Trustee for Ms.
5 Kvale at the time, no assistance was offered to Grantor to place her in assisted living.

6 In a letter dated May 27, 2022, from Amy to Ms. Kvale, Amy informed Ms. Kvale
7 of a November 1, 2021 telephone conversation between Amy and Trustee. (Amy Decl.
8 ¶ 16, Ex. 12.) At the time of Amy's May 27 letter to Ms. Kvale, the value of Grantor's
9 LPL investment account was \$646,339.59. Therefore, Trustee's attorney believed
10 there were still sufficient funds even though the investment account balance was
11 \$45,000 less than when Trustee told Amy on November 1, 2021 that there were not
12 sufficient funds for Grantor's health care. Again, no assistance was offered by Trustee
13 to move Grantor to a safer living condition. Instead, Trustee continued to spend, what
14 would eventually become, tens of thousands of trust fund dollars on unnecessary
15 attorney's fees defending his personal, untenable position, inadequate accounting and
16 breach of his fiduciary duties.

17 On May 31, 2022, Amy notified Ms. Kvale via letter of Grantor's March 6, 2022
18 injuries. (Amy Decl., ¶ 18; Ex. 13.) This eventually led to Trustee's attorney dismissing
19 them as clients for the obvious conflicts of interest and Grantor's head injuries.

20 On September 4, 2022, a witness heard these words at Grantor's home. "I hate
21 you," and "I want you dead." These are the words reported to the Reedsport Police
22 Department when several neighbors of Grantor called the police to report "fighting all
23 morning" Police were dispatched to Grantor's residence for a welfare check. Grantor's
24 calendar for September 2022 shows that Jenifer Sawyer, Grantor's daughter and
25 Trustee's mother-in-law, stayed at Grantor's home from September 3 to September
26 10, 2022. The police report identifies Jenifer's car. (Charlie Decl. ¶ 27; Ex. 37.)

27 The intent and sole purpose of the trust is "to provide for the Grantor."
28 Respondents are unclear why the Trustee would exceed his authority, ignore and

1 actively interfere with Grantor's need for health care, especially since he does not
2 have medical power of attorney or any other power of attorney to Respondents' best
3 knowledge. The trust specifically states:

4 If at any time as certified in writing by a licensed physician, the
5 Grantor has become physically or mentally incapacitated, whether or
6 not a court of competent jurisdiction has declared her incompetent,
7 mentally ill, or in need of a conservator, the Trustee shall apply for
8 the Grantor's benefit the amounts of net income and principal
9 necessary or desirable in the Trustee's discretion for the Grantor's
10 health, support, tax obligations, comfort, enjoyment, and welfare until
11 either the Trustee's determination or the certification in writing by a
12 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.

13 If a guardian or conservator of the person or the estate is appointed
14 for the Grantor, the Trustee shall take into account any payments
15 made for the Grantor's benefit by the guardian or conservator.
16 (Petition Ex. A, § 2, p. 2.)

17 Respondents are perplexed that Trustee has thwarted efforts to move Grantor
18 to assisted living especially since he has personal knowledge of Grantor's proclivity for
19 falling and injuring herself and personal knowledge of Grantor's sometimes
20 emotionally volatile relationship with her daughter, Trustee's mother-in-law, Jenifer
21 Sawyer. Are Respondents required to wait until Grantor is completely incapacitated,
22 obtain a letter from a doctor certifying her inability to care for herself THEN move her
23 to assisted living facility? Or, as the term implies, is Amy allowed to exercise her power
24 of attorney for Disability Planning and formulate a plan to relocate Grantor BEFORE
25 she suffers a life-threatening injury or death? Is Grantor allowed to enjoy the remaining
26 years of her life in the comfort and care of a facility that can help her maintain her
27 quality of life? This is Grantor's wish.

28 Trustee knew of Grantor's health issues because he discussed it with Amy.
(Amy Decl. Ex. 12.) He knows about the sinking and deteriorating state of Grantor's
residence, he's been there.³ As far back as 2008, while attending Trustee's wedding

³ Grantor is currently a party in a construction defect lawsuit due to the sinking of the
foundation of her residence.

1 in Hawaii, Grantor fell and was severely injured resulting in hospitalization. On one
2 more recent occasion, Trustee's wife was visiting Grantor when Grantor thought she
3 was suffering a stroke and had to be taken to the hospital. Nevertheless, whenever the
4 subject of finding a proper care facility for Grantor came up, Trustee's response was
5 always the same: "There is not enough money."

6 **H. David Llewellyn's Review of Trustee's Accounting.**

7 Until Trustee hired an attorney in 2022, using Grantor's trust money improperly,
8 no annual accounting was ever provided to any Respondent since 2010.
9 (Respondents question why a trustee would need to hire a lawyer before providing an
10 accounting?) Therefore, Trustee had to create an accounting for the 12 prior years in
11 in just a few weeks in preparation for this Petition. This accounting cost the trust
12 \$13,000. (Charlie Decl. ¶ 28; Ex. 38.) Had Trustee done an accounting each year
13 starting in 2010 that was clear and concise, it would have cost far less than an
14 accumulative accounting for 12 years. **More importantly Trustee would not be**
15 **wasting the Courts valuable time with this unnecessary proceeding he brought**
16 **before us, that arose out of his personal breaches of fiduciary duty.**

17 On July 21, 2022, Trustee's attorney sent a package to Grantor enclosing a
18 12-year accounting for the trust by David Llewellyn, former trustee for the trust and
19 CPA, based upon information provided to him by the Trustee. (Petition ¶ 18.)

20 Mr. Llewellyn stated in his cover letter for the 2010 Accounting of Trustee:

21 "We have not audited or reviewed the accompanying financial
22 statements and, accordingly, do not express an opinion or any other
form of assurance on them.

23 The trustee has elected to omit substantially all of the disclosures
24 required by generally accepted accounting principles. If the omitted
25 disclosures were included in the financial statements, they might
26 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." (Schilbach Decl. ¶ 2; Ex. A.)

27 Mr. Llewellyn's cover letter for the 2011-2021 Accounting of Trustee stated:

28 "The accompanying financial statements . . . were not subjected to

1 an audit, review, or compilation engagement by us and we do not
express an opinion, conclusion, nor provide any assurance on them.

2 The Trustee has elected to omit substantially all of the disclosures
3 required by accounting principles generally accepted in the United
4 States of America. If the omitted disclosures were included in the
5 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." (*Id.*)

6 This same packet was sent to the residual beneficiaries. (Schilbach Decl. ¶ 3, Ex. B.)

7 Trustee's attorney will have you believe this is boilerplate language. To
8 paraphrase Mr. Llewellyn, Trustee's math may be correct, but Mr. Llewellyn cannot
9 verify that the data provided him by Trustee to do the math is correct. Words are
10 expected to have their common definitions and meanings unless otherwise defined.
11 Certain fields or disciplines may have specialized definitions for certain words that
12 differ from their common usage. Mr. Llewellyn is an accountant and therefore his
13 statements must be taken and understood in the context of accounting. They are
14 significant because they are intended to release Mr. Llewellyn from liability. The words
15 mean what they say. They are not open to interpretation simply because they do not
16 suit the needs of Trustee or his attorney. Perhaps if Trustee had NOT "...elected to
17 omit substantially all of the disclosures required by accounting principles generally
18 accepted in the United States of America..." we would not be before the Court today.

19 In addition, the accounting is not complete since the year 2022 is missing. How
20 can Respondents rely upon Trustee's AOT now before the Court when the necessary
21 information required to close the account before the Court has once again been
22 "omitted" by the Trustee.

23 Based on the foregoing, Respondents believe that Trustee's accounting is not
24 accurate, complete or reliable.

25 **I. Trustee's Response to Spoliation of Data Letter and Requests for a Full**
26 **and Complete Accounting Was to Commence This Action.**

27 After being served with spoliation letters from both Amy and Grantor's attorney
28 Michelle Blackman, Trustee then: (1) withdrew funds from the trust account in an

1 unknown amount for his legal defense; (2) had Amy's power of attorney rescinded; (3)
2 denied Grantor's request for funds to retain her own lawyer; (4) shut down all his social
3 media accounts; and (5) commenced this proceeding incurring excessive attorney
4 fees.

5 Amy mailed Trustee's counsel, Jeanne Kvale a spoliation of data letter on May
6 27 (Amy Decl. Ex. 12) and also letter to Aleksander Shilbach on July 6, 2022. (Amy
7 Decl. ¶ 19; Ex. 14.) By deleting his social media, Trustee has violated the terms in the
8 spoliation letter.

9 Over the past 12 years, Trustee has approved the use of trust funds for: (1)
10 Improvements to Grantor's residence, (2) family vacations, (3) expensive carpeting, (4)
11 three cars in one year, (5) numerous mattresses and chairs, among other things, but
12 when Grantor requested funds to retain counsel, Trustee first refused, then offered
13 \$10,000 based upon conditions that would not let her sustain legal representation and
14 complete a response for this proceeding. This interfered with Grantor's physical and
15 mental health and prevented her from having legal representation. Eventually, Ms.
16 Blackwell stopped working on Grantor's case prior to this hearing, until Grantor's bill
17 was paid. Grantor was able to bring Ms. Blackwell's bill current but was unable to pre-
18 pay another retainer. Ms. Blackwell withdrew. This is why Respondents are filing in pro
19 se.

20 **J. Trustee May Not Use Trust Funds to Compensate His Attorney.**

21 As stated earlier, Respondents are before this Court for one simple reason: the
22 Trustee brought us here, solely for HIS personal benefit, NOT the benefit of the trust.
23 Trustee used trust funds to pay his legal fees and personally benefited by defending
24 his conversion and comingling of trust funds and his individual failure to provide an
25 AOT for 12 years.

26 It is not clear what Trustee's attorney was initially using legal fees for: to defend
27 Trustee for not providing an accounting for 12 years that he was required to provide as
28 part of his fiduciary duties? That was clearly a personal benefit to Trustee.

1 In determining whether trust money can be used to pay legal fees, the issue
2 before the Court is whether the trustee's legal defense is a personal benefit to himself
3 individually or whether it is a benefit to the trust.

4 Trustee's requests before the Court in this proceeding are NOT for the benefit
5 of the trust; they are solely for the personal benefit of the Trustee. Therefore, Trustee's
6 use of trust funds for legal fees is NOT permitted.

7 We start by first examining how the trust is read and interpreted. The trust
8 clearly outlines the Trustee's powers. (Petition Ex. A, Art. IV at pp. 6-12.) Nowhere in
9 the trust does it state or imply that the Trustee may use funds to defend **himself** for his
10 own benefit, especially after he has admitted and demonstrated breaches of his
11 fiduciary duties by converting and commingling, among other things.

12 Fortunately, California probate law clearly helps us understand how to read and
13 interpret the trust instrument.

14 California Probate Code § 21120 states:

15 "The words of an instrument are to receive an interpretation that will
16 give every expression some effect, rather than one that will render
17 any of the expressions inoperative. Preference is to be given to an
18 interpretation of an instrument that will prevent intestacy or failure of
a transfer, rather than one that will result in an intestacy or failure of
a transfer." (Amended by Stats. 2002, Ch. 138, Sec. 28. Effective
January 1, 2003.)

19 In addition, California Probate Code § 21122 states:

20 "All parts of an instrument are to be construed in relation to each
21 other and so as, if possible, to form a consistent whole. If the
22 meaning of any part of an instrument is ambiguous or doubtful, it
23 may be explained by any reference to or recital of that part in another
part of the instrument." (Amended by Stats. 2002, Ch. 138, Sec. 29.
Effective January 1, 2003.)

24 Finally, California Probate Code § 21121 states:

25 "The words of an instrument are to be given their ordinary and
26 grammatical meaning unless the intention to use them in another
27 sense is clear and their intended meaning can be ascertained.
Technical words are not necessary to give effect to a disposition in
an instrument. Technical words are to be considered as having been
used in their technical sense unless (a) the context clearly indicates
28 a contrary intention or (b) it satisfactorily appears that the instrument

1 was drawn solely by the transferor and that the transferor was
2 unacquainted with the technical sense.” (Amended by Stats. 2002,
Ch. 138, Sec. 30. Effective January 1, 2003.)

3 The primary purpose of the trust is stated in:

4 ARTICLE IV GENERAL PROVISIONS AND POWERS OF THE TRUSTEE

5 A. PRIMARY PURPOSE:

6 “The primary purpose of the Trust shall be to provide for the Grantor,
7 and the rights and interests of remaindermen are subordinate and
8 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.”

9 Reading this provision using California Probate Code stated above, it is crystal
10 clear that Trustee’s behavior stated herein is the antithesis of the primary purpose, to
11 provide for Grantor. In all cases, since Trustee first converted Grantor’s assets to his
12 own and comingled funds, Trustee has acted to his benefit. Therefore, any money
13 used to pay attorney fees is tainted and clearly NOT to the benefit of the trust.

14 Trustee is resigning voluntarily. There is no removal request before this Court;
15 therefore, no challenge to the trust. There is no surcharge action. There are no civil
16 actions or charges. Respondents have already pointed out to the Court several
17 incidents over the years where Trustee has told Grantor and others that he wanted to
18 resign. Thus, Trustee’s request to resign is consistent with his past personal reasons
19 and actions. It is NOT in the benefit of the trust for Trustee to resign. It benefits the
20 trust for Trustee to remain for several reasons: 1) to provide a proper unencumbered,
21 transparent unconditional accounting to Grantor; 2) assist Grantor with her request to
22 transfer to an assisted living facility; 3) admit to his mistakes; and 4) repair the trust
23 broken between close family members. (*Holloway v. Edwards* (1998) 68 Cal.App.4th
24 94.)

25 Trustee did NOT have a subjective good faith belief that the defense benefitted
26 the trust based upon Respondents’ detailed chronology of his behavior. Thus,
27 Trustee’s use of attorney fees was therefore objectively unreasonable.
28 (*Conservatorship of Lefkowitz* (1996) 50 Cal.App.4th 1310.)

1 In response to Trustee's unmeritorious behavior, Grantor requested that
2 Trustee cease using trust funds to pay for his defense in two certified letters mailed to
3 Trustee; he did not accept either letter and had both letters returned to Grantor. (Amy
4 Decl. ¶ 20; Ex. 15.) Trustee's attorney later acknowledged and responded to Grantor.

5 **K. FINRA - The Financial Industry Regulatory Authority Disclosure Event.**

6 Brian Locke is a BECU Investments Services account manager, licensed as an
7 independent financial broker for LPL out of the main branch of BECU. Mr. Locke
8 manages Grantor's investments with Trustee through LPL, who was selected by
9 Trustee. Respondents have located a FINRA public record that lists a "Customer
10 Dispute" against Mr. Locke that alleges "negligence, unsuitable investments and
11 breach of fiduciary." (Charlie Decl. ¶ 29, Ex. 39.) Mr. Locke and LPL eventually paid
12 the customer \$7,000 on a \$100,000 claim. Respondents are in the process of
13 obtaining information from Grantor about a similar dispute which ultimately may affect
14 the AOT. (Amy Decl. Ex. 7.).

15 **L. Beneficiary Nikki Loomis Rescinds her Original Release.**

16 On January 26, 2023, Nikki Loomis sent an email to Trustee's attorney stating:
17 "At this time I wish to remove my signature from Exhibit E Case # 22-4-08326-1 KNT.
18 I signed the document October 11, 2022 without receiving proper records of this
19 matter until 12/05/22." (Charlie Decl. 30; Ex. 40.) This leaves Jenifer Harold, Trustee's
20 mother-in-law and Grantor's daughter, as the only party that signed Trustee's release.

21 **IN CONCLUSION**

22 Respondents have clearly presented sufficient evidence to support their
23 contentions that: (1) Trustee is not a properly appointed trustee; (2) Trustee's trust
24 account is not a certified BECU trust; (3) Trustee converted and comingled trust funds
25 with his and Grantor's personal funds for 12 years; (4) Trustee by virtue of his
26 commingling and conversion acted to his personal benefit not the benefit of the Trust;
27 (5) Trustee issued checks to Grantor from numerous accounts not identified as trust
28 accounts; (6) Trustee's wife (by Trustee's own written statement) "does all the money

1 stuff;" (7) Trustee failed to keep Grantor fully informed and diverted information from
2 her; (8) Trustee failed to provide an accounting for 12 years; and (9) Trustee has failed
3 to provide this Court with an accurate and reliable accounting for approval.

4 Therefore, we respectfully request that this Court:

- 5 1) **NOT** approve Trustee's interim accounting;
- 6 2) **NOT** grant David A. Paice's request to resign as Trustee until his accounting
7 is verifiable;
- 8 3) order David A. Paice to guarantee the immediate availability of funds so
9 disability planning for Grantor can resume and she can be moved to an
10 assisted living facility as soon as possible;
- 11 4) order David A. Paice to return all funds taken from the trust account for his
12 personal benefit to pay his attorney's fees in defense of his personal and
13 admitted breaches of his fiduciary duties;
- 14 5) deny Trustee's attorney's request for attorney's fees;
- 15 6) order an accounting of all accounts linked to any and all Trustee's accounts,
16 including any accounts linked to Grantor's accounts, specifically at BECU.
17 USAA, Wells Fargo, Northern Trust and Umpqua Bank';
- 18 7) order David A. Paice to turn over any and all documents relating to his term
19 as Trustee, but especially all BECU and BECU Investment Services checks
20 and checkbooks (used or unused) all check registers, BECU bank account
21 establishment records;
- 22 8) appoint Charles A. Harold and Amy Jane Small as co-trustees with Trustee
23 David A. Paice to oversee Trustee and appoint a professional financial
24 manager/advisor, then assign the necessary assets to a designated assisted
25 living facility for Grantor; and

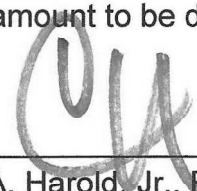
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1 9) order David A. Paice and his attorneys reimburse Respondents for any and
2 all attorney fees and costs in an amount to be determined by later motion.

3
4 DATED: January 29, 2023



Charles A. Harold, Jr., Residual Beneficiary and
Respondent in pro se
1455 N. Tomahawk Rd.
Apache Junction, AZ 85119
Tel: 818-652-6400
E-mail: chuckharold@gmail.com

5
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9
10 DATED: January 29, 2023

Sharon M. Harold, Grantor and
Respondent in pro se
100 River Bend Rd. #103
Reedsport, OR 97467
Tel: (541) 662-1937
Email: smharold7@gmail.com

11
12
13
14
15 DATED: January 29, 2023

John Harold, Residual Beneficiary and
Respondent in pro se
230 Westmont Dr.
Reedsport, OR 97467
Tel: (541) 662-6262
Email: john6231@live.com

16
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19
20
21 DATED: January 29, 2023

Angel Harold, Residual Beneficiary and
Respondent in pro se
9317 Balcom Ave.
Northridge, CA 91325
Tel: (661) 289-4238
Email: angelharold25@gmail.com

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2 all attorney fees and costs in an amount to be determined by later motion.
3

4 DATED: January 29, 2023

5 _____
6 Charles A. Harold, Jr., Residual Beneficiary and
7 Respondent in pro se
8 1455 N. Tomahawk Rd.
9 Apache Junction, AZ 85119
10 Tel: 818-652-6400
11 E-mail: chuckharold@gmail.com

12 DATED: January 29, 2023

13 _____
14 *Sharon M. Harold*
15 Sharon M. Harold, Grantor and
16 Respondent in pro se
17 100 River Bend Rd. #103
18 Reedsport, OR 97467
19 Tel: (541) 662-1937
20 Email: smharold7@gmail.com

21 DATED: January 29, 2023

22 _____
23 John Harold, Residual Beneficiary and
24 Respondent in pro se
25 230 Westmont Dr.
26 Reedsport, OR 97467
27 Tel: (541) 662-6262
28 Email: john6231@live.com

29 DATED: January 29, 2023

30 _____
31 Angel Harold, Residual Beneficiary and
32 Respondent in pro se
33 9317 Balcom Ave.
34 Northridge, CA 91325
35 Tel: (661) 289-4238
36 Email: angelharold25@gmail.com

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3

4 DATED: January 29, 2023

5 Charles A. Harold, Jr., Residual Beneficiary and
6 Respondent in pro se
7 1455 N. Tomahawk Rd.
8 Apache Junction, AZ 85119
9 Tel: 818-652-6400
10 E-mail: chuckharold@gmail.com

11 DATED: January 29, 2023

12 Sharon M. Harold, Grantor and
13 Respondent in pro se
14 100 River Bend Rd. #103
15 Reedsport, OR 97467
16 Tel: (541) 662-1937
17 E-mail: smharold7@gmail.com

18 DATED: January 29, 2023

19 John Harold, Residual Beneficiary and
20 Respondent in pro se
21 230 Westmont Dr.
22 Reedsport, OR 97467
23 Tel: (541) 662-6262
24 E-mail: john6231@live.com

25 DATED: January 29, 2023

26 s/Angel Harold
27 Angel Harold, Residual Beneficiary and
28 Respondent in pro se
9317 Balcom Ave.
Northridge, CA 91325
Tel: (661) 289-4238
E-mail: angelharold25@gmail.com

VERIFIED JOINT OBJECTION TO VERIFIED PETITION - 34

CHARLES A. HAROLD, JR., IN PRO SE
1455 N. TOMAHAWK ROAD
APACHE JUNCTION, AZ 85119
(818) 652-6400
EMAIL: CHUCKHAROLD@GMAIL.COM

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DATED: January 29, 2023



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: January 29, 2023

Josette Harold Ramirez, Residual Beneficiary and
Respondent in pro se
11319 Playa St.
Culver City, CA 90230
Tel: (310) 280-6229
Email: joebabe007@gmail.com

1 DATED: January 29, 2023

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

8 DATED: January 29, 2023



9 Josette Harold Ramirez, Residual Beneficiary and
10 Respondent in pro se
11 11319 Playa St.
12 Culver City, CA 90230
13 Tel: (310) 280-6229
14 Email: joebabe007@gmail.com

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DATED this 29th day of January at Apache Junction, Arizona.

ne Junction, Ari
s A. Harold, Jr.

1 VERIFICATION

2 THE UNDERSIGNED hereby declares under penalty of perjury under the laws
3 of the state of Washington that She is a Respondent herein named, that he has read
4 the foregoing document, knows the contents thereof, and believes the factual
5 assertions contained therein to be true and correct to the best of his knowledge and
6 belief.

7
8 DATED this 29th day of January at Reedsport, Oregon.

9
10 Sharon M. Harold
11 Sharon M. Harold, Grantor and
12 Respondent in pro se
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DATED this 29th day of January at Reedsport, Oregon.



John J. Harold, Residual Beneficiary and
Respondent in pro se

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DATED this 29th day of January at Northridge, California.

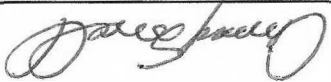
s/Angel Harold
Angel Harold, Residual Beneficiary and
Respondent in pro se

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VERIFICATION

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DATED this 29th day of January at Graeagle, California.



Amy Jane Small, Residual Beneficiary and
Respondent in pro se

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VERIFICATION

THE UNDERSIGNED hereby declares under penalty of perjury under the laws of the state of Washington that she is a Respondent herein named, that she has read the foregoing document, knows the contents thereof, and believes the factual assertions contained therein to be true and correct to the best of his knowledge and belief.

DATED this 29th day of January at Culver City, California.



Josette Harold Ramirez, Residual Beneficiary
and Respondent in pro se

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

In re the Matter of

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

a Trust.

DAVID M. PAICE,

Petitioner-Trustee.

Case No. 22-4-08326-1 KNT

**GR 17 DECLARATION RE
ELECTRONIC DOCUMENTS**

I, Charles A. Harold, declare under penalty of perjury under the laws of the State of Washington as follows:

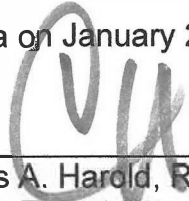
1. I am a Respondent in pro se, located at 1455 North Tomahawk Road, Apache Junction, Arizona, and make this declaration pursuant to GR 17(a)(2).
2. I received the foregoing electronic signature pages and verifications of Sharon M. Harold; John J. Harold, Angel Harold, Amy Jane Small, and Josette Ramirez Harold and attached them the document entitled *Verified Joint Objection to Verified Petition for Approval of Interim Account; For Discharge of Successor Trustee and For Appointment of Successor Trustee* to which this declaration is attached via electronic mail at the following address: chuckharold@gmail.com.
3. I have personally examined the electronic documents and confirm that

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they are complete and legible images.

4. The electronic document consists of forty-two (42) pages including this declaration.

Dated at Apache Junction, Arizona on January 29, 2023.



Charles A. Harold, Respondent in pro se
1455 N. Tomahawk Road
Apache Junction, AZ 85119
Tel: (818) 652-6400
Email: chuckharold@gmail.com