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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.

**OPPOSITION OF RESPONDENTS TO  
MOTION OF PETITIONER FOR  
APPOINTMENT OF A LITIGATION  
GUARDIAN AD LITEM FOR SHARON  
M. HAROLD**

**I. INTRODUCTION**

Grantor Sharon M. Harold ("Grantor") and Residual Beneficiaries Charles A. Harold, Jr., John J. Harold, Angel Harold, Amy Jane Small, and Josette Harold Ramirez (hereinafter collectively referred to as "Respondents") oppose Petitioner's Motion for Appointment of a Litigation Guardian ad Litem for Sharon M. Harold and respectfully request that this motion be denied outright or at a minimum, held over until after the Temporary Protection Order and Hearing Notice for a Vulnerable Adult, case no. 23-2-03980-7 KNT scheduled for March 20, 2023.

The only remaining issue in this case is whether the accounting of the acting trustee, David A. Paice ("Paice"), should be accepted. As a matter of law, Paice's accounting of trust (AOT) cannot be accepted per California Probate Code § 1060 *et seq.* (Declaration of Charles A. Harold, ¶ 2, Ex. 1.) The other manufactured issues being raised by Paice and his lawyers herein are an attempt to further obfuscate Paice's malfeasance, churn attorney fees and charge them against Grantor's trust,

1 instead of using those fees to place her in an assisted living facility.

## 2 **II. STATEMENT OF FACTS**

3 In 2010, Paice allegedly became the successor acting trustee of the Sharon M.  
4 Harold Irrevocable Trust dated November 12, 2004 ("Trust"). No power of attorney  
5 was granted to Paice. For the next 12 years, Paice breached his duties as an acting  
6 trustee by not providing an AOT once in 12 years, commingling Trust funds, converting  
7 Trust funds, lacking transparency, disloyalty, and numerous other breaches as more  
8 fully set forth in Respondents' Verified Joint Objection (Dkt. #28).

9 In 2022, Paice provided an incomplete AOT which was not in compliance with  
10 California Probate Code § 1060 *et seq.* Paice, after retaining legal representation paid  
11 for with Grantor's trust funds, attempted to provide an incomplete AOT trust and put a  
12 condition on providing the supporting documents for his AOT. All beneficiaries were  
13 required to sign a Release providing immunity for him, his wife and his minor daughter,  
14 and, if not signed by all beneficiaries, he threatened spending more of Grantor's trust  
15 money on litigation.

16 Since Respondents refused to sign his waiver of immunity, Paice commenced  
17 this TEDRA action by filing a Petition for Approval of Account, Discharge of Successor  
18 Trustee, and Appoint Successor Trustee (Dkt. #1).

19 In order to defend herself, Grantor requested that Paice provide trust funds for  
20 the retention of a lawyer of her choice. Paice declined Grantor's request, forcing  
21 Grantor to retain representation by paying for it with her credit cards.

22 After interviewing Grantor at her home in Reedsport, Oregon, Michelle  
23 Blackwell accepted representing Grantor in these proceedings and only Grantor. Ms.  
24 Blackwell never represented any of the beneficiaries. After Grantor's credit card limits  
25 were exhausted for payments to Michelle Blackwell, Grantor again requested funds  
26 from Paice, who responded by again putting conditions on the release of the funds,  
27 including an artificial deadline for her response. Despite accepting Paice's conditions,  
28 the money never materialized, which is counter to "being willing and absolutely ready

1 to make distributions . . . for the purpose of having [Grantor] independently  
2 represented by counsel[.]” (Schilbach Dec. [Dkt. #52], Ex. A, p. 3.) Furthermore,  
3 Grantor and Respondents herein have never had and do not presently “have a  
4 material conflict of interest.” (*Id.*) Grantor and Respondents herein desire the same  
5 results: (1) for Paice to stop spending trust funds, and (2) that Grantor be placed in the  
6 appropriate assisted living facility.

7 Since Grantor could not continue charging her credit cards to pay Ms. Blackwell  
8 and Paice's offer of \$10,000 never materialized, Ms. Blackwell terminated her  
9 representation of Grantor. Neither Grantor nor any of the beneficiaries fired Ms.  
10 Blackwell. She simply ceased working and representing Grantor in violation of her  
11 ethical duties because she was not being paid. Her Motion to Withdraw followed.  
12 (Dkt. #18.)

13 At the February 3 hearing of Paice's Petition, Mr. Schilbach first raised the idea  
14 of a litigation guardian ad litem. To be clear, Paice and his attorneys continuously  
15 deny Grantor the lawyer of her choice by denying funding, but now they request an  
16 attorney of the court's choosing and offer to pay for that lawyer from the trust fund?  
17 Trustee and his attorneys created the problem, churned their attorney fees and now  
18 have a solution to their liking. In a recent letter sent to Paice and this Court via email,  
19 Grantor made it very clear that she does not want a LGAL nor will she accept one; she  
20 wants to hire the attorney of her choosing, paid for with her money. (Harold Dec., ¶ 3,  
21 Ex. 2.)

22 On February 14, 2023, Respondents Charles A. Harold and Amy Jane Small  
23 submitted Grantor's two cell phones to the Paraben Corporation, a digital forensics  
24 company specializing in cell phone analysis. Paraben compared the AT&T cell phone  
25 records of Grantor showing several hundred calls and texts between Paice, his wife  
26 Briana Paice and his mother-in-law Jenifer (Harold) Sawyer to the cell phone's hard  
27 drive sectors with corresponding dates and times. (Harold Decl., ¶¶ 4-7, Ex. 3.)  
28 Illogically and inexplicably, there were no e-mails, texts or phone call records between

1 Paice, Brieana, or Jenifer Sawyer, on Grantor's phone during the same time frames.  
2 One disturbing finding from the report is the time frame of data available for analysis  
3 on one of the cell phone drives. Grantor's main phone has been in continuous service  
4 since October 13, 2021. Yet, Paraben's forensic examination determined that no data  
5 exists on this phone prior to July 2022. In June 2022, as discovered in the AT&T  
6 phone records, Paice, Brieana and Jenifer Sawyer bombarded Grantor with a series of  
7 phone calls and texts which resulted in Grantor removing Amy Jane Small from her  
8 original position of power of attorney for Grantor. (Harold Dec., Ex. 3.)

9 AT&T documents verify messages were exchanged between these parties.  
10 Additionally, an examination of Grantor's numerous email accounts found virtually no  
11 emails from Paice, Brieana Paice or Jenifer (Harold) Sawyer. Therefore, Respondents  
12 could not verify that the text string between Grantor and Paice attached as an exhibit  
13 to his declaration is valid or if it was even written by Grantor. (Paice Decl., ¶ 2, Ex. A.)  
14 The text messages submitted by Paice do not exist on Grantor's phone's hard drives  
15 or in her phone memory or apps. Grantor is not sophisticated when it comes to  
16 electronic devices so it is highly unlikely she was capable of deleting these messages  
17 to the level of rendering them unrecoverable via forensic examination; however, Paice,  
18 who is a systems analyst, absolutely is capable without having access to the physical  
19 electronic devices. The final report from Paraben is pending. Respondents will provide  
20 that report upon receipt. This forensic examination coupled with the AT&T phone  
21 records demonstrates actual undue influence by Paice over Grantor.

### 22 **III. EVIDENCE RELIED UPON**

23 The evidence relied upon by Paice is circumstantial and hearsay. He offers no  
24 evidentiary proof other than information and belief testimonials, the least reliable form  
25 of evidence. Respondents rely on the Declaration of Charles A. Harold and the  
26 exhibits attached thereto, as well as the papers and pleadings of record in this action.  
27 Respondents note that their evidence is direct in the following forms:

28 1) Grantor's phone records: (digital, documentary and demonstrative

evidence);

2) Grantor's physical cell phone hard drive examination (forensic, expert witness and physical evidence);

3) Grantor's Trust instrument (documentary evidence);

4) Grantor's doctor reports (physical, documentary and expert witness evidence); and,

5) Paice's attorney emails denying Grantor attorney fees and assisted living expenses (documentary and habit evidence).

#### **IV. LEGAL ARGUMENTS.**

##### **A. Substantial Lack of Evidence and Authority Supports the Court's Denial of a Litigation Guardian ad Litem for Sharon M. Harold.**

Paice cites RCW 4.08.060 as authority stating it provides that incapacitated persons "shall appear by guardian." Paice offers no evidence that Grantor is "incapacitated" other than hearsay and his own belief.

On March 6, 2023, the Superior Court of Washington, County of King Issued a Temporary Protection Order and Hearing Notice for a Vulnerable Adult in Case No. 23-2-03980-7 KNT. In order to qualify for the protective order, Grantor met the burden of proof as a "Vulnerable Adult" under RCW 74.34.020(21)(a)(f). Her "capacity" is not defined under this section. Since this Court has already properly defined Grantor as a "Vulnerable Adult" without a capacity issue, and Paice offers no proof of mental incapacity other than rumors and innuendo, the Court should deny his request for an LGAL on this issue alone.

##### **B. Evidence of Grantor's True State of Health Documented by Two Separate Attending Physicians.**

On June 1, 2022, Grantor visited her neurologist who conducted a Mini Mental State Examination. She passed with a score of 27 out of 30.

On March 9, 2023, an MRI of Grantor's brain was ordered by one of her regular attending physicians. No abnormal findings were noted by the radiologist.

1 Respondents ask the Court to note that in both of these examinations, Grantor  
2 scheduled them herself as part of her own regular health treatments. It is also  
3 noteworthy that Grantor drove herself, unassisted, to both of these examinations. She  
4 drove approximately 60 miles round trip to her neurologist's office. In her MRI  
5 examination on March 9, the trip took approximately 5 hours to complete: 2 hours of  
6 drive-time and 3 hours for the examination and lunch. Demonstrative evidence of  
7 sound mental capacity.

8 These reports are available as documentary and expert witness evidence;  
9 however, Respondents are reluctant to release them into the public record because  
10 doing so would disclose confidential Personally Identifiable Information and could  
11 violate Grantor's rights under HIPAA. Grantor also does not want Paice to have  
12 access to these records for personal reasons, as is her right.

13 Respondents are ready, willing and able to submit these reports to the Court as  
14 long as the confidentiality is maintained between the Court and Grantor. In the  
15 alternative, Grantor could grant the Court permission to speak with her physicians via  
16 phone in order to determine Grantor's state of health.

17 **C. There is No Conflict of Interest for the Attorneys-in-Fact.**

18 Mr. Schilbach tries unsuccessfully to apply RCW 11.96A.120 to his "conflict"  
19 argument. Mr. Schilbach himself correctly stated in the original Petition that California  
20 law has authority over these proceedings as stated in the Trust, and that California law  
21 would be followed and applied.

22 California Probate Code § 4232 states:

- 23 (a) An attorney-in-fact has a duty to act solely in the interest of the  
24 principal and to avoid conflicts of interest.
- 25 (b) An attorney-in-fact is not in violation of the duty provided in  
26 subdivision (a) solely because the attorney-in-fact also benefits from  
27 acting for the principal, has conflicting interests in relation to the  
28 property, care, or affairs of the principal, or acts in an inconsistent  
manner regarding the respective interests of the principal and the  
attorney-in-fact.

1           Therefore, as a matter of law, attorneys-in-fact Charles A. Harold and Amy Jane  
2 Small have no conflict of interest as claimed by Paice, and his argument for approving  
3 a LGAL for Grantor is invalid.

4           Respondents want to emphasize that had Amy Jane Small acting with Grantor's  
5 original power of attorney from 2018 not requested the AOT in the first place to plan  
6 for Grantor's end of life needs, Grantor would never have discovered Paice's  
7 commingling and conversion of her Trust funds which he himself admitted to as stated  
8 in a letter to Grantor's former attorney. Let alone the additional malfeasance and  
9 multiple fiduciary breaches committed by Paice as discussed in the Verified Joint  
10 Objection. (Dkt. #28.)

11           Had Grantor not asked Respondents Charles A Harold and Amy Jane Small for  
12 help as her attorneys-in-fact, she never would have had an AOT to review in the first  
13 place because Paice, despite numerous requests, had not produced an account for  
14 12, now 13 years (2022 has not been produced).

15           Had Respondents Charles A Harold and Amy Jane Small not been Grantor's  
16 attorneys-in-fact, Grantor would have not been able represent herself in this litigation  
17 nor pay for her own attorney since Paice has constantly denied Grantor attorney fees.  
18 Yet, Paice enhanced himself by using approximately \$100,000 in Grantor's Trust funds  
19 for his own attorney fees.

20           Amy Jane Small and Charles A. Harold have consistently acted in the best  
21 interest of Grantor as attorneys-in-fact and have greatly enhanced and informed  
22 Grantor as to the true status of her Trust and Paice's pattern and practice to obfuscate  
23 his malfeasance. Their detailed analysis and evaluation of the facts has allowed  
24 Grantor to make her own decisions, independent from the undue influence by Paice,  
25 his wife and his mother-in-law Jenifer Sawyer who is a beneficiary of the Trust herself.

26           Finally, had Amy Jane Small and Charles A. Harold not been attorneys-in-fact  
27 for Grantor, this Court would have been uninformed of the true nature of this TEDRA  
28 action and possibly an unwitting victim of Paice's pattern and practice to obfuscate his



1 legal and unethical shortcomings.

2 **D. This Motion Should Be Held Over Until After March 20, 2023.**

3 As mentioned previously, a Temporary Protection Order was issued against  
4 Paice. Paice was served with the Protection Order on March 8, 2023 at 7:50 a.m. The  
5 intervening Temporary Protection Order hearing is scheduled for March 20, 2023. It is  
6 Respondents' belief that this ad litem hearing should be held over until after the March  
7 20 hearing. Respondents have requested dismissal of this case as litigious litigation,  
8 which was approved in the Temporary Protection Order, and the final decision will be  
9 made on March 20. It is therefore premature to rule on appointing a LGAL for Grantor.

10 **E. Paice's Offer to Pay for Litigation Guardian ad Litem with Grantor's**  
11 **Trust Is Not Permitted by California Probate Code.**

12 Paice's use of Grantor's Trust funds to prosecute this TEDRA motion is not  
13 permitted pursuant to the Trust and California Probate Code § 21120, which states:

14 "The words of an instrument are to receive an interpretation that will give  
15 every expression some effect, rather than one that will render any of the  
16 expressions inoperative. Preference is to be given to an interpretation of  
17 an instrument that will prevent intestacy or failure of a transfer, rather than  
18 one that will result in an intestacy or failure of a transfer."

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 may  
23 be explained by any reference to or recital of that part in another part  
24 of the instrument."

25 Finally, California Probate Code § 21121 states:

26 "The words of an instrument are to be given their ordinary and  
27 grammatical meaning unless the intention to use them in another  
28 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 a contrary intention or (b) it satisfactorily appears that the instrument was drawn solely by the transferor and that the transferor was unacquainted with the technical sense."

29 The primary purpose of the Trust as stated is "to provide for the Grantor. . . . To  
30 that end all the provisions governing the Trust shall be construed liberally in the



1 interest of and for the benefit of the Grantor.” Suing the Grantor with her own money  
2 is not in fulfillment of this section. Paice, in essence, is using Trust funds in an attempt  
3 to have this Court ratify his fiduciary breaches.

4 Reading the provisions of the Trust and applying the California Probate Codes  
5 quoted above, it is crystal clear that Paice’s behavior stated herein is antithetical to the  
6 primary purpose of the Trust. Since the very beginning of Paice’s questionable,  
7 undocumented appointment as a trustee to the opening of a questionable trust  
8 account, to his creating a joint bank account with Grantor in 2011 for depositing  
9 monthly trust disbursements, and comingled funds, Paice has acted to his benefit.  
10 Therefore, any money used to pay attorney fees is tainted and clearly not the business  
11 of the Trust nor for the benefit of the Grantor or the Trust.

12 **F. As a Matter of Law, Mr. Schilbach is a Witness in This Proceeding and**  
13 **Should Be Precluded from Representing Paice.**

14 Mr. Schilbach discusses a telephone conversation with Grantor. He fails to  
15 inform the Court that by speaking to Grantor on more than one occasion on his private  
16 cell phone and by sending Grantor several emails, he has made himself a witness in  
17 this case. Grantor has never been a client of Lane Powell. She is, however, a third-  
18 party payer since her Trust funds were initially being used with her consent and  
19 permission obtained by Paice, but Grantor has withdrawn that consent. Mr. Schilbach  
20 spoke to Grantor on several occasions (with one conversation lasting 20 minutes) and  
21 incorporated her into his legal strategy of the case to compel Grantor’s children to sign  
22 the Release or he would commence litigation. Grantor was initially working with Mr.  
23 Schilbach and Paice to persuade the Respondents to sign the Release. Therefore, Mr.  
24 Schilbach was not concerned about signing a confidentiality agreement because  
25 Grantor was assisting him. When Grantor rescinded the Release, Mr. Schilbach  
26 immediately changed the tone to his emails and asked Grantor if she was represented  
27 by an attorney. Respondents want to know if Lane Powell charged Grantor’s Trust for  
28 attorney’s fees in conjunction with speaking to and corresponding with Grantor about

1 the legal strategy. (Harold Dec., Ex. 3.)

2 As required by ABA guidelines, Mr. Schilbach never signed a confidentiality  
3 agreement with Grantor to discuss Paice's legal matters. He never obtained a conflict  
4 of interest waiver. Most importantly, Mr. Schilbach knew Grantor was a vulnerable  
5 adult per RCW 74.34.020(21)(a)(f) because Paice's and Grantor's former attorney  
6 required Paice and Grantor to sign a conflict of interest agreement and a competency  
7 waiver. When this was not completed, Paice's and Grantor's former attorney dropped  
8 them as clients, resulting in Paice needing new legal representation. A few days later,  
9 Paice retained Lane Powell.

10 **G. Blackwell's Statements Used by Mr. Schilbach are Inadmissible as a**  
11 **Matter of Law.**

12 Mr. Schilbach introduces statements made by Michelle Blackwell. Her in-court  
13 statements are hearsay because she offered no out of court proof of her allegation of  
14 "incapacity" nor can she offer such proof because: 1) none exists, and 2) anything she  
15 claims to know is protected by the attorney-client privilege. Respondents will not be  
16 baited into discussing anything related to Ms. Blackwell's privileged communications  
17 and reserve the right to offer proof before another court at a later place and time.

18 A recent public record search by Respondents located numerous other names  
19 used by Ms. Blackwell and/or others associated with her public record accounts. At  
20 this point, Respondents are confused as to Ms. Blackwell's true name. We encourage  
21 Mr. Schilbach to conduct his own public record search and discover what we  
22 discovered.

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1 **IV. CONCLUSION**

2 For all the reasons stated herein, Respondents respectfully request that this  
3 Court either deny Petitioner's Motion for Appointment of a Litigation Guardian ad Litem  
4 or that the hearing be held over until after March 20, 2023.

5 DATED: March 13, 2023 s/Charles A. Harold, Jr.  
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](mailto:chuckharold@gmail.com)

12 DATED: March 13, 2023 s/Sharon M. Harold  
13 Sharon M. Harold, Grantor and  
14 Respondent in pro se  
15 100 River Bend Rd. #103  
16 Reedsport, OR 97467  
17 Tel: (541) 662-1937  
18 Email: [smharold7@gmail.com](mailto:smharold7@gmail.com)

19 DATED: March 13, 2023 s/John Harold  
20 John Harold, Residual Beneficiary and  
21 Respondent in pro se  
22 230 Westmont Dr.  
23 Reedsport, OR 97467  
24 Tel: (541) 662-6262  
25 Email: [john6231@live.com](mailto:john6231@live.com)

26 DATED: March 13, 2023 s/Angel Harold  
27 Angel Harold, Residual Beneficiary and  
28 Respondent in pro se  
9317 Balcom Ave.  
Northridge, CA 91325  
Tel: (661) 289-4238  
Email: [angelharold25@gmail.com](mailto:angelharold25@gmail.com)

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DATED: March 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](mailto:aj.harold9@gmail.com)

DATED: March 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](mailto:jobabe007@gmail.com)

We certify that this memorandum contains 3,195  
words, in compliance with the Local Civil Rules.