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

9 In re the Matter of

Case No. 22-4-08326-1 KNT

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

13 a Trust.

**SUPPLEMENTAL BRIEF RE: LANE  
POWELL VIOLATIONS OF 18 U.S.C. §§  
4, 1503, 1505, 1512, 1513 AND 1622 IN  
SUPPORT OF JOINT VERIFIED  
OBJECTION (DKT 28)**

14  
15 Respondents Charles A. Harold, Jr., John J. Harold, Angel Harold, Amy Jane  
16 Small and Josette Ramirez herein incorporate by reference all prior submissions to this  
17 Court in the captioned TEDRA matter, and all submissions in the case entitled, *Harold*  
18 *v. Paice*, Case No. 23-2-03980-7 as if fully set forth herein. Each and every allegation,  
19 argument, exhibit and objection previously submitted by Respondents is reiterated and  
20 realleged with the same force and effect as if fully stated in this document, the  
21 Supplemental Brief Regarding Lane Powell's Violations of 18 U.S.C. §§ 4, 1503, 1505,  
22 1512, 1513 and 1622 in Support of the Verified Joint Objection to Verified Petition for  
23 Approval of Interim Account; For Discharge of Successor Trustee; and For Appointment  
24 of Successor Trustee as follows:

25 **I. INTRODUCTION**

26 The language and actions in Lane Powell's proposed "Binding Nonjudicial  
27 Settlement and Release Agreement" under Chapter 11.96 RCW (hereinafter  
28

1 “Agreement”) obstructs justice and violates Respondents' constitutional rights, rendering  
2 the Agreement fraudulent.

3 According to California Evidence Code §§ 1123(d) and 703.5, a written  
4 settlement agreement from mediation is not protected from disclosure if it demonstrates  
5 fraud, duress, or illegality relevant to the dispute.

6 Lane Powell's Agreement violates multiple fiduciary duties outlined in California  
7 Probate Code §§ 16000-16015, particularly loyalty, the duty to administer the trust solely  
8 in the interest of the beneficiaries (§ 16002), and the duty to keep beneficiaries  
9 reasonably informed (§16060).

10 The Agreement also violates provisions of 18 U.S.C. §§ 4 (Misprision of Felony),  
11 1503 (Obstruction of Justice), 1505 (Obstruction of Government Agency Investigation),  
12 1512 (Tampering with Witnesses), 1513 (retaliation Against a Witness, Victim or  
13 Informant), and 1622 (Subornation of Perjury).

14 Respondents have reserved the use of some exhibits for those “governmental or  
15 enforcement agencies” that Mr. Schilbach and Lane Powell attempt to obstruct with their  
16 Agreement.

## 17 **II. AUTHORITIES**

18 The following case law provides an informative overview of the issues  
19 Respondents will be discussing in our analysis of Lane Powell's Agreement.

20 **United States v. Sprecher, 783 F. Supp. 133 (S.D.N.Y. 1992):** The court held  
21 that **an attempt to obstruct justice, even if unsuccessful**, violates 18 U.S.C. § 1505.  
22 This case is relevant to Lane Powell's attempts to interfere with ongoing investigations.

23 **United States v. Sampson, No. 17-343 (2d Cir. 2018):** The Second Circuit  
24 affirmed a conviction for obstruction of justice and false statements, ruling that an  
25 inchoate attempt to tamper with a witness under section 1503(a) is prosecutable. This  
26 applies to Lane Powell's efforts to influence potential witnesses and investigations in  
27 active cases outside this Court.

1       **United States v. Cunan, 152 F.3d 29 (1st Cir. 1998):** The court upheld a  
2 conviction for attempting to persuade a former employee to sign a false affidavit. This  
3 case is relevant to the Agreement's requirement for Sharon to make false statements  
4 about the facts in this case.

5       **United States v. Lundwall, 1 F. Supp. 2d 249 (S.D.N.Y. 1998):** The court  
6 emphasized that deliberate concealment and destruction of relevant documents  
7 constitute obstruction of justice. This relates to Lane Powell's attempts to limit access to  
8 information and documents including their IOLTA and Trustees account of Trust.

9       **United States v. Stevens, 771 F. Supp. 2d 556 (D. Md. 2011):** An attorney was  
10 charged with obstruction for concealing and falsifying documents to influence an FDA  
11 investigation. This case is relevant to Lane Powell's attempts to influence ongoing  
12 investigations and their presentation of incomplete IOLTA records designed to conceal  
13 Trustee's malfeasance from beneficiaries.

14       **United States v. Price, 951 F.2d 1028 (9<sup>th</sup> Cir. 1991):** The court upheld the  
15 conviction of a defendant for obstruction of proceedings under 18 U.S.C. § 1505. The  
16 court emphasized that the crime of obstruction does not require the success of the  
17 obstructive act; it is sufficient that the defendant intentionally endeavored to obstruct a  
18 pending proceeding. This case supports the argument that Lane Powell's actions to stop  
19 the Oregon Protective Services investigation of Trustee Paice for Financial Elderly  
20 Abuse, even if not successful, constitutes an attempt to obstruct justice by interfering  
21 with ongoing investigations and proceedings

22       **United States v. Bryan, 58 F.3d 933 (4<sup>th</sup> Cir. 1995):** The Fourth Circuit affirmed  
23 the conviction of Bryan Corporation for obstruction of an administrative proceeding  
24 under 18 U.S.C. § 1505. The company was charged with making false and misleading  
25 statements to the FDA and withholding documents during an investigation. This case is  
26 relevant to Lane Powell's attempts to influence the outcome of investigations and legal  
27 proceedings through misleading statements and concealment of information acting as a  
28 surrogate Trustee for Trustee David Paice.

### **III. ANALYSIS OF LANE POWELL'S AGREEMENT**

#### **A. Complaint to Oregon's Adult Protective Services.**

The clause stating that "the Parties agree that the Oregon APS Investigation is no longer necessary" constitutes interference with an official government investigation, violating 18 U.S.C. § 1505. This also breaches the "Trustee" Paice's fiduciary duty of loyalty under California Probate Code § 16002, as it prioritizes "Trustee" Paice's interests over those of the beneficiaries. (Agreement, p. 3.)

**Additional violations include:** Obstruction of Justice (18 U.S.C. § 1505), Violation of Due Process (14th Amendment), Violation of Due Process (14<sup>th</sup> Amendment), First Amendment Violations (right to petition government and free speech), Coercion and Undue Influence, Violation of Public Policy, Witness Tampering (18 U.S.C. § 1512), Lack of Transparency (violating California Probate Code §16060), and Overreach of Authority.

#### **B. Provisions Relating to the Trust.**

The clause requiring Respondents to withdraw objections and approve all Trust Accountings violates multiple fiduciary duties, including the duty of loyalty (§16002) and the duty to keep beneficiaries informed (§16060) as well as California Penal Code § 155, concealment of assets prior to a ruling. (Agreement, p. 4.)

**Additional violations include:** Coercion and Undue Influence, Violation of Fiduciary Duty Due Process Violations (14<sup>th</sup> Amendment), Misrepresentation to the Court, Overreach of Authority, Unconscionable Agreement, and Violation of TEDRA Procedures.

#### **C. Approval of Trustee's Attorneys' Fees and Costs.**

Denying Respondents the right to audit or examine attorneys' invoices violates the trustee's duty of transparency (§16060) and the duty to administer the trust solely in the interest of beneficiaries (§16002). (Agreement, p. 4.)

1       **Additional violations include:** Coercion, Due Process Violations (14th  
2 Amendment), Violation of Court Order, Equal Protection Violations (14<sup>th</sup> Amendment),  
3 and Unconscionable Agreement.

4       **D. Resignation of Current Trustee and Appointment of Successor Trustee.**

5       Preventing the successor trustee from reviewing “Trustee” Paice’s past  
6 communications and work product violates the duty to keep beneficiaries informed (§  
7 16060) and the duty of loyalty (§ 16002) and is an attempt to pierce an irrevocable Trust.  
8 (Agreement, p. 5.)

9       **Additional violations include:** Violation of Fiduciary Duty, Alteration of  
10 Irrevocable Trust Terms, Obstruction of Proper Trust Administration, Violation of Due  
11 Process, First Amendment Concerns, Undue Influence, Breach of Transparency  
12 Obligations, Concealment of Wrongdoing. (Agreement, p. 5.)

13       **E. End to Civil Protection Action.**

14       Agreeing to withdraw the Revision motion and dismiss the VAPO violates multiple  
15 laws and constitutional rights. (Agreement, p. 6.)

16       **Violations include:** Obstruction of Justice (18 U.S.C. § 1503, § 1505, § 1512),  
17 Witness Tampering (18 U.S.C. § 1512), First Amendment Violations, Due Process  
18 Violations, Equal Protection Violations, Misprision of Felony (18 U.S.C. § 4), Fiduciary  
19 Violations (California Probate Code §16002), and Prior Restraint (First Amendment  
20 violation).

21       **F. Grantor's Admission of Fact.**

22       Requiring Grantor (referred to as Sharon in the Agreement) to make potentially  
23 false statements violates multiple laws and ethical standards. (Agreement, p. 6.)

24       **Violations include:** False Admission of Fact (First Amendment violation),  
25 Withdrawal of Valid Claims (First Amendment violation), Obstruction of Justice (18  
26 U.S.C. § 1505), Waiver of Rights (First and Fourteenth Amendment violation),  
27 Unsubstantiated Fee Claims, Due Process Violations, Misprision of Felony (18 U.S.C. §  
28 4), and Prior Restraint (First Amendment violation).

1           **G. Non-Disparagement.**

2           The non-disparagement clause includes the following language:

3                     “Respondents specifically agree that they will not make bring any  
4                     further legal proceedings or make any further complaints to  
5                     governmental or enforcement agencies regarding David's Affiliates or  
6                     any of the allegations underlying the Parties' Disputes. If any  
7                     governmental agency or third party asks David, David's Affiliates or any  
8                     of the Respondents to comment on their Disputes or this Agreement,  
9                     such Party shall respond: “The matter is resolved and we have agreed  
10                    not to discuss each other or our prior disputes.” (Agreement, p. 7.)

11           The clause prohibiting further legal proceedings or complaints to “governmental  
12           or enforcement agencies” is a clearly an obstruction of justice. Per United States v.  
13           Price, 951 F.2d 1028 (9th Cir. 1991) the crime of obstruction does not require the  
14           success of the obstructive act; it is sufficient that the defendant intentionally endeavored  
15           to obstruct a pending proceeding. This violates 18 U.S.C. § 1505 (obstruction of  
16           proceedings before departments, agencies, and committees) and 18 U.S.C. § 1513(e)  
17           (retaliation against a witness, victim, or informant).

18           By requiring Respondents to respond to a governmental agency with a specific  
19           statement, “The matter is resolved and we have agreed not to discuss each other or our  
20           prior disputes,” is a blatant imposition of a prior restraint on speech about potential  
21           crimes, which is unconstitutional under the First Amendment.

22           This language also constitutes subornation of perjury, as it forces Respondents  
23           to make false statements to law enforcement agencies which violates 18 U.S.C. § 1622.

24           Additionally, Lane Powell is aware of probable cause to believe their client,  
25           “Trustee” Paice engaged in “nefarious” behavior and since this clause attempts to  
26           prevent Respondents from reporting these crimes, Lane Powell is violating 18 U.S.C. §  
27           4 (misprision of felony).

28           The expansive scope of this clause, which includes prohibiting criticism or  
disparagement of a wide range of individuals and entities, goes beyond typical non-  
disparagement provisions.

1 This clause also violates various whistleblower protection laws by attempting to  
2 prevent the reporting of potential wrongdoing to government agencies and the  
3 Washington State Supreme Court who has oversight of such matters.

4 The broad scope and potential consequences of this clause are unconscionable,  
5 especially because there is a significant power imbalance between Lane Powell, a 200-  
6 person international law firm, and Respondents who are appearing pro se.

7 By attempting to prevent parties from pursuing legal remedies or reporting to  
8 government agencies, this clause also violates due process and equal protection rights  
9 protected under the 14th Amendment.

10 **H. Performance and Good Faith Cooperation.**

11 As stated in the Agreement, “Each Party agrees to do all acts and execute and  
12 deliver such written instruments as may be necessary to carry out the terms and  
13 provisions of this Agreement. Each Party agrees to cooperate in good faith to carry out  
14 its purpose of a resolution of the Parties’ disputes without trial.” (Agreement, p. 7.)

15 Agreeing to cooperate to resolve disputes without trial is a blatant attempt to  
16 obstruct justice by preventing proper legal scrutiny of Trustee’s and Lane Powell’s  
17 potential crimes and breaches of fiduciary duty. This violates 18 U.S.C. § 1503  
18 (obstruction of justice).

19 Lane Powell is aware of federal felonies committed by Trustee as alleged in the  
20 protection case (interception of Grantor’s emails, misdirecting her mail, etc.) and since  
21 this clause attempts to prevent Respondents from reporting additional information to  
22 these agencies, it constitutes a prior restraint on free speech and violates 18 U.S.C. § 4  
23 (misprision of felony). Cooperating to resolve disputes without trial does not absolve one  
24 of the legal duties to report known felonies.

25 This clause also involves concealing or misrepresenting facts that would  
26 otherwise be revealed under oath in court, thereby constituting subornation of perjury,  
27 violating 18 U.S.C. § 1622.



1 In addition, resolving disputes without trial to conceal assets from proper legal  
2 scrutiny violates the provisions of California Penal Code § 155, fraudulent concealment  
3 of assets pending a judgment. Agreeing to resolve disputes without trial breaches  
4 fiduciary duties because it prevents proper disclosure and accountability to  
5 beneficiaries.

6 Preventing matters from coming to trial also violates public policy by impeding  
7 the judiciary's role in upholding the law and protecting rights, such as this Court's duty  
8 to protect the express intent of Grantor as stated in the Trust instrument, "to provide for  
9 Grantor," nor to provide for Lane Powell's IOLTA.

10 A blanket agreement to avoid trial, conceal "murky" and "nefarious" activity from  
11 "government agencies" and prevent the judiciary from scrutinizing Lane Powell and  
12 "Trustee" Paice's behavior is unconscionable, especially since it attempts to shield and  
13 prevent serious legal consequences for him.

14 **IV. LANE POWELL'S VIOLATION OF COURT ORDER**  
15 **AND FRAUD ON THE COURT.**

16 Lane Powell's attempt to secure \$150,000 in settlement fees, despite this Court's  
17 previous ruling restricting additional payments from the Trust, constitutes a clear  
18 violation of a court order and amounts to fraud on the court.

19 **Court Restriction:** The court explicitly limited Lane Powell from taking additional  
20 funds from the Trust until they could prove what portion of their fees were for legitimate  
21 Trust business versus those that might be denied due to the "Trustee" Paice's potentially  
22 "nefarious" and "murky" behavior.

23 **Contempt of Court:** By proposing an Agreement that directly contravenes this  
24 Court's order, Lane Powell is demonstrating contempt for this Court's authority. This  
25 behavior undermines the judicial process and the court's role in overseeing trust  
26 administration.



1       **Fraud on the Court:** The attempt to obtain fees through settlement that were  
2 explicitly restricted by this Court's order could be construed as fraud on the court. This  
3 is particularly egregious given Lane Powell's status as officers of the court.

4       **Breach of Fiduciary Duty:** "Trustee" Paice has a fiduciary duty to act in the best  
5 interests of the Trust and its beneficiaries, not in the best interest of himself or Lane  
6 Powell's IOLTA. "Trustee" Paice and Lane Powell attempting to secure fees in violation  
7 of this Court's order breaches this duty.

8       **Violations of The Rules of Professional Conduct ("RPC"), Rule 3.3 (Candor**  
9 **Toward the Tribunal):** By proposing a settlement that contradicts this Court's order  
10 without disclosing this conflict, Lane Powell is violating their duty of candor to the court.

11       **Violation of RPC, Rule 1.5 (Fees):** Attempting to secure fees that have not been  
12 approved by this Court and may include amounts for "nefarious behavior" violates the  
13 requirement that fees be reasonable.

14       **Violation of RPC, Rule 8.4 (Misconduct):** The Lane Powell Agreement is  
15 behavior involving dishonesty, fraud, deceit, and misrepresentation, as well as conduct  
16 prejudicial to the administration of justice.

17       **Implications for the Settlement Agreement:** (1) **Unconscionability:** the  
18 attempt to secure fees in violation of this Court order renders the entire settlement  
19 agreement unconscionable, as it is based on a fundamental misrepresentation of Lane  
20 Powell's right to these fees, and (2) **Undue Influence:** Lane Powell's superior  
21 knowledge of the Court's order and its attempt to circumvent it through settlement  
22 demonstrates undue influence over Respondents, who may not have been aware of the  
23 Court's restrictions.

## 24                                   **VII. REQUESTS FOR SUA SPONTE RELIEF**

25       Given that Lane Powell this Court,(as the presiding judge), are members of the  
26 Washington State Bar Association ("WSBA"), we respectfully request the following sua  
27 sponte relief:

1       **1. Immediate Referral to the WSBA Office of Disciplinary Counsel:**

2       We request that the court refer Lane Powell and its involved attorneys to the  
3       WSBA Office of Disciplinary Counsel for investigation of potential violations of the  
4       Rules of Professional Conduct (RPC), particularly: RPC 1.5 (Fees), RPC 3.3  
5       (Candor Toward the Tribunal), RPC 4.1 (Truthfulness in Statements to Others),  
6       and RPC 8.4 (Misconduct).

7       **2. Judicial Reporting Obligation:** This Court has an ethical obligation under the  
8       Code of Judicial Conduct, Rule 2.15 to take appropriate action when it's has  
9       knowledge that a lawyer has committed a violation of the Rules of Professional  
10      Conduct that raises a substantial question regarding the lawyer's honesty,  
11      trustworthiness, or fitness as a lawyer. We respectfully remind this Court of this  
12      duty given the evidence presented.

13      **3. Appointment of Special Counsel:** Given the potential conflicts of interest  
14      arising from all parties being WSBA members, Respondents request the  
15      appointment of an independent special counsel to investigate and make  
16      recommendations to the Court about: 1) The conduct of Lane Powell especially  
17      since Gail Mautner who is a member of the Washington State Bar Association's  
18      Real Property, Probate and Trust Section and has taught TEDRA law to members  
19      of this Court, their attorneys involved in this case, and 2) Lane Powell's IOLTA  
20      that at one time held ill-gotten Trust funds from Grantor's Trust.

21      **4. Immediate Removal of Trustee and Appointment of Temporary Trustee:**  
22      Given the evidence of misconduct and breaches of fiduciary duty, Respondents  
23      request the immediate removal of David Allen Paice as Trustee and the  
24      appointment of a temporary trustee to safeguard the trust's assets.

25      **5. Forensic Accounting:** Respondents request a court-ordered forensic  
26      accounting of the Trust, and Lane Powell's IOLTA to be paid for by Trustee David  
27      Allen Paice and Lane Powell, with emphasis on potential violations of RPC 1.15A  
28      (Safeguarding Property) and RPC 1.5 (Fees).

- 1       6. **Surcharge Against Lane Powell and David Allen Paice:** Respondents request  
2       a surcharge against Lane Powell and David Allen Paice to restore the Trust to its  
3       pre-TEDRA case assets of approximately \$708,000, noting that this may also  
4       serve as a remedial measure under the WSBA disciplinary process.
- 5       7. **Stay of Proceedings:** Respondents request a stay of all proceedings related to  
6       the Trust until the WSBA investigation and any resulting disciplinary actions are  
7       concluded.
- 8       8. **Mandatory Ethics Training:** Respondents request that the court order all  
9       attorneys involved from Lane Powell to undergo mandatory ethics training, with  
10      a focus on duties to the judiciary and the handling of trust and IOLTA accounts.
- 11      9. **Referral to Criminal Authorities:** Given the potential criminal activities,  
12      including obstruction of justice, subornation of perjury, and misprision of felony,  
13      we request that the court refer this case to the appropriate federal criminal  
14      authorities for further investigation.
- 15      10. **Public Disclosure:** Given the public interest in maintaining the integrity of the  
16      legal profession, Respondents request that the court make public its findings  
17      regarding any ethical violations, subject to appropriate redactions to protect client  
18      confidentiality.

19      The conduct exhibited by Lane Powell not only violates specific Rules of  
20      Professional Conduct but also undermines public trust in the legal profession and  
21      judiciary.

22      Respondents believe these requested actions, while painful, are necessary to  
23      address the serious ethical concerns raised and to ensure the fair administration of  
24      justice in this case.

25      DATED: July 17, 2024

s/Charles A. Harold, Jr.

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](mailto:chuckharold@gmail.com)

1 DATED: July 17, 2024

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

6 DATED: July 17, 2024

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

11 DATED: July 17, 2024

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

16 DATED: July 17, 2024

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

We certify that this memorandum contains 2,976  
words, in compliance with the Local Civil Rules.

1 **CERTIFICATE OF SERVICE**

2 I am and was at the time of service of these papers herein, over the age of  
3 eighteen (18) years.

4 On July 17, 2024, I caused the following documents: **SUPPLEMENTAL BRIEF**  
5 **RE: LANE POWELL'S VIOLATIONS OF 18 U.S.C. §§ 4, 1503, 1505, 1512, 1513 AND**  
6 **1622 IN SUPPORT OF JOINT VERIFIED OBJECTION (DKT 28)** to be electronically  
7 served on the interested parties in this action as follows:

8 Gail E. Mautner, Esq.  
9 Aleksander Shilback, Esq.  
10 LANE POWELL, PC  
11 1420 Fifth Avenue, Suite 4200  
12 P.O. Box 91302  
13 Seattle, Washington 98111-9402  
14 Tel: (206) 223-7000 / Fax: (206) 223-7107  
15 E-mail: [mautnerg@lanepowell.com](mailto:mautnerg@lanepowell.com)  
16 [schilbacha@lanepowell.com](mailto:schilbacha@lanepowell.com)

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

14 Paul Barrera, Esq.  
15 NORTH CITY LAW, PC  
16 17713 Fifteenth Avenue NE, Suite 101  
17 Shoreline, WA 98155-3839  
18 Tel: (206) 413-7288 / Fax: (206) 367-0120  
19 E-mail: [paul@northcitylaw.com](mailto:paul@northcitylaw.com)

Counsel for Sharon M. Harold, Grantor of the  
Sharon M. Harold Irrevocable Trust dated  
November 12, 2004

17 John J. Harold  
18 230 Westmont Dr.  
19 Reedsport, OR 97467  
20 Tel: (541) 662-6262  
21 Email: [john6231@live.com](mailto:john6231@live.com)

Residual Beneficiary, Pro Se

21 Amy Jane Small  
22 P.O. Box 352  
23 Graeagle, CA 96103  
24 Tel: (805) 827-0051  
25 Email: [aj.harold9@gmail.com](mailto:aj.harold9@gmail.com)

Residual Beneficiary, Pro Se

24 Angel Harold  
25 100 River Bend Rd. #103  
26 reedsport, OR 97467  
27 Tel: (661) 289-4238  
28 Email: [angelharold25@gmail.com](mailto:angelharold25@gmail.com)

Residual Beneficiary, Pro Se

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Josette Harold Ramirez  
11319 Playa St.  
Culver City, CA 90230  
Tel: (310) 280-6229  
Email: [jobabe007@gmail.com](mailto:jobabe007@gmail.com)

Residual Beneficiary, Pro Se

Jenifer Sawyer  
1819 74th St. E  
Tacoma, WA 98404  
E-mail: send2jen3@hotmail.com

Residual Beneficiary, Pro Se

Nicole Loomis  
31688D U.S. 97  
Tonasket, WA 98855  
E-mail: crazyapples10@gmail.com

Residual Beneficiary, Pro Se

via the electronic filing system maintained by the Clerk's Office at the above-captioned court or by email if they were not registered to receive electronic service via the Clerk's Office.

I certify under penalty of perjury under the laws of the State of Washington that the foregoing is true and correct.

Dated July 17, 2024, at Apache Junction, Arizona.

s/Charles A. Harold, Jr.  
Charles A. Harold, Jr.