

ØŠÖÖ
 GEGHÄÖÖÄGÄI KÄ ÄT
 ŠÖÖÄUWÄVY
 ÜWÜÖÜWÜÄUWÜVÄÖŠÖÜS
 ÖZŠÖÖ
 ÖÄÜÖÄKÖGÄI KÄ HÄ ÄŠV

**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.

**DECLARATION OF CHARLES A.
HAROLD IN RESPONSE TO
ALTERNATIVE MOTION FOR
WITHDRAWAL BY MICHELLE
BLACKWELL**

DAVID M. PAICE,

Petitioner-Trustee.

I, Charles A. Harold, Jr., declare as follows:

1. I am a Residual Beneficiary of the Sharon M. Harold Irrevocable Trust dated November 12, 2004. I have personal knowledge of the facts set forth herein. I make this declaration in opposition to the Alternative Motion for Withdrawal by Michelle Blackwell as attorney of record for Sharon M. Harold in this action.

2. I have standing as an attorney-in-fact with power to litigate for Sharon M. Harold. Exhibit A to this declaration in reply contains my power of attorney instrument.

3. I was paying Ms. Blackwell's fees as my mother's attorney-in-fact using my mother's credit cards. Ms. Blackwell kept sending me bills and told me she would not do any further work unless she was paid. On one occasion, I asked Ms. Blackwell to take the balance owed out of the \$10,000 my mother had on deposit with her. At

1 first, Ms. Blackwell referred me to her retainer agreement that stated the deposit of
2 \$10,000 was to be used for the paying of bills at the end of the case. Eventually, Ms.
3 Blackwell did allow the bill at the time to be paid out of the \$10,000 deposit but then
4 required the \$10,000 to be replenished before she would continue work on the case.

5 4. After bringing my mother's account current, I told Ms. Blackwell I could
6 not justify charging any more money on my mother's credit cards so she stopped
7 working on the case, as she had at several other intervals, as when she did when she
8 stated her law firm was closed for the holidays and the "annual firm retreat." A true
9 and correct copy of Ms. Blackwell's e-mail dated January 13, 2023 is attached hereto
10 as Exhibit A.

11 5. It is inaccurate for Ms. Blackwell to state that my mother discharged her
12 when she told me she could not work on the case until the account was current.

13 6. If you ask Ms. Blackwell to produce the work product she prepared in
14 preparation for this case, you will find very little.

15 7. Ms. Blackwell was aware of my mother's financial situation when her
16 representation of my mother started. She bore the business and financial risk. Her
17 first obligation to my mother was ethical then financial.

18 8. When Ms. Blackwell said she was going to withdraw, I referred her to CV
19 71 and how her withdrawal was not properly filed. She then stated no one objected to
20 her filing so it should be accepted. I did some research and learned Ms. Blackwell was
21 not allowed to simply withdraw because she was not paid and because, as she
22 pointed out to me in an email, my mother was potentially a "vulnerable person."

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1 9. Ms. Blackwell attempted to withdraw before the hearing of the Petition
2 filed in this matter, currently set for February 3, 2023. In my opinion, Ms. Blackwell is
3 abandoning my mother who is a vulnerable adult.

4 I declare under penalty of perjury under the laws of the State of Washington
5 that the foregoing is true and correct to the best of my knowledge.

6 Executed this 2nd day of February, 2023, at Apache Junction, Arizona.

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8 s/Charles A. Harold, Jr.
9 CHARLES A. HAROLD, JR.
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EXHIBIT A

DURABLE GENERAL POWER OF ATTORNEY

OF

SHARON M. HAROLD

I, Sharon M. Harold, do hereby revoke all of my former certificates of authority and general powers of attorney and do hereby make, constitute, and appoint my son, Charles A. Harold, Jr., and Amy Jane Small, as co-attorneys-in-fact (hereinafter "Agent").

Each such Agent may act for me independently, and in my name, place, and stead, and on my behalf, and for my use and benefit.

ARTICLE 1. General Authority. I authorize the above named party to act as my Agent for me and in my name generally to do and perform all and every act or thing necessary or desirable to conduct, manage, and control all my business and property, wherever situated and whether now owned or hereafter acquired, as my Agent may deem for my best interests; and to execute and acknowledge any and all instruments necessary or proper to carry out the foregoing powers, hereby releasing all third persons from responsibility for my Agent's acts or omissions; and I empower my Agent to indemnify all third persons against loss, expense, and liability.

ARTICLE 2. Specific Authority. Specifically, but without limiting the foregoing, I authorize my Agent to act with regard to any and all actions for an account, breach of fiduciary duty, demand for payment, retain counsel, or similar matters, with regard to the Sharon M. Harold Irrevocable Trust dated November 12, 2004, and any subsequent litigation, whether at trial or on appeal, or in Bankruptcy court. In addition, but without limiting the foregoing, I authorize my Agent to:

2.1 Acquire, Lease, and Sell. To acquire, purchase, exchange, lease, let, bargain, grant, sell, contract to sell, convey, exchange, remise, release, and dispose of any real or personal property of which I am now or hereafter may be possessed, or in which I may have any right, title, or interest, for any price or any sum, and upon such terms and conditions that seem reasonable to my Agent;

2.2 Management, Operation. To take possession of, manage, maintain, operate, repair, and improve, any and all real or personal property now or hereafter belonging to me; to pay the expense thereof, insure and keep insured, and to pay any and all taxes, charges, and assessments that may be levied or imposed upon any thereof;

2.3 Deal In Goods. To buy, sell, and generally deal in and with goods, wares, and merchandise of every nature and description, and to hypothecate, pledge, and encumber the same;

2.4 Shares of Stock. To sell, assign, transfer, and deliver all or any shares of stock in my name in any corporation, for any price, upon such terms and conditions, and receive payment therefor as my Agent may deem reasonable;

2.5 Borrow. To borrow any sums of money, and to give security therefor, on such terms and conditions and at such rate of interest as my Agent shall deem reasonable;

2.6 Collection and Payment. To ask, demand, sue for, forgive, recover, collect, hold, and receive all manner of goods, chattels, debts, demands, commercial paper, drafts, checks, accounts, rents, interest, sums of money, legacies, bequests, devises, bonds, dividends, certificates of deposit, annuities, insurance, and other proceeds and/or moneys of any type or kind whatsoever, whether now or hereafter due and owing, or belonging to me, and to give, make, and execute acquittances, receipts, releases, satisfactions, or other discharges for the same, whether under seal or otherwise;

2.7 Bankruptcy. To prepare, execute, and file any proof of debt and other instruments in any court; and to take any proceedings under the Bankruptcy Act in connection with any sum of money or demand due or payable to me; and in any such proceeding to vote in my name for the election of any trustee or trustees and to demand, receive, and accept any distribution or dividend whatsoever;

2.8 Settlement. To adjust, settle, compromise, or submit to arbitration any account, debt, claim, demand, or dispute as well as matters which are now existing or may hereafter arise between me or my Agent and any other person or persons;

2.9 Banking. To sell, discount, endorse, negotiate, and deliver any check, draft, order, bill of exchange, promissory note, or other negotiable paper to me, and to collect, receive, and apply the proceeds thereof for my use for any of the purposes aforesaid; to pay to or deposit the same or any other sum of money coming into the hands of my Agent, and to draw out moneys deposited to my credit with any bank, including deposits in savings accounts, and to apply the same for any of the purposes of my business as my Agent deems expedient; to purchase and sell certificates of deposit; to appoint any bank or trust company as my escrow agent; generally to conduct any and all banking transactions on my behalf;

2.10 Minerals. To make, execute, and deliver any and all contracts with reference to minerals, oil, gas, oil and gas rights, rents and royalties, including agreements facilitating exploration for and discovery of oil, minerals, and deposits;

2.11 Actions. To commence and prosecute and to defend against, answer and oppose all actions, suits, and proceedings touching any of the matters aforesaid, or any other matters of which I am or hereafter may be interested or concerned;

2.12 Proxy. To vote any stock in my name as proxy;

2.13 Partnership Interests. To sell, assign, transfer, and deliver all or any partnership interest in my name for any price and upon such terms as my Agent may deem reasonable, and to

receive payment therefor, and to vote or otherwise make decisions concerning any partnership interest in my name;

2.14 Safe-Deposit Box. To have access to any safety deposit box which has been or may be rented in my name or in the name of myself and any other person or persons;

2.15 Documents. In connection with any of the powers herein granted, to sign, make, execute, acknowledge, and deliver in my name any and all deeds, contracts, bills of sale, leases, promissory notes, drafts, acceptances, evidences of debt, obligations, mortgages, pledges, satisfactions, releases, acquittances, receipts, bonds, writs, and any and all other instruments whatsoever, with such general or special agreements and covenants, including those of warranty, as my Agent may deem reasonable;

2.16 Employ. To employ, pay, and discharge clerks, workmen, brokers, and others, including accountants, counsel, and attorneys in connection with the exercise of any of the foregoing powers;

2.17 Government Contracts. To contract with the State of Oregon or any other state or territory and any department or political subdivision thereof and with the United States of America and any of its departments or subdivisions including the Bureau of Land Management and the United States Forest Service;

2.18 Tax Matters. To sign and file on my behalf all city, county, state, federal, and other governmental or quasi-governmental tax returns or reports, including income, gift, sales, business, and property tax returns or reports of every kind whatsoever; to execute waivers, extension agreements, settlement agreements, and closing agreements with respect to those returns or reports; and to appear for me (in person or by attorney) and represent me before the Oregon Department of Revenue or the United States Treasury Department, or the taxing authority of any other state or governmental entity;

2.19 Payee. To do and perform every act necessary or desirable to serve as representative payee with respect to rights and entitlements for my benefit and the benefit of my spouse from the Social Security Administration, Railroad Retirement Board, Medicaid/Medicare, and the Department of Veterans Affairs;

2.20 Care, Support. To make expenditures for my care, support, maintenance, and general welfare, and to distribute such sums as are necessary for the care, maintenance, support, and education of the members of my immediate family who are or become dependent upon me for support;

2.21 Gifts. To gift to any of the persons named as beneficiaries of any will or trust of which I am the Testator, Grantor, Settlor, or Trustor, in such proportions as my Agent may deem reasonable and proper, any real or personal property, whether tangible or intangible, of which I am now or hereafter may be possessed, or in which I may have any right, title, or interest (so long as no Federal or State gift tax is required to be paid). Accordingly, my Agent may utilize

the Federal annual exclusion, the unified credit, the marital deduction, and/or the generation skipping transfer tax allocation against any gift tax;

2.22 Retirement Plans. To receive income and other benefits to which I am entitled, and to elect the time and manner of distribution of any benefit of any pension, profit-sharing, 401(k), 403(b), Keogh plan, or other employee benefit plan or individual retirement account of which I am the beneficiary or contributor including, but not limited to, distributions in installments;

2.23 Public Assistance. To take any action and to exercise all powers necessary to qualify myself for public assistance or benefits, including (but not limited to) Supplemental Social Security (SSI), Federal Social Security Disability Insurance (SSDI), Medicaid (or the equivalent state program), state insurance, Oregon Supplemental Income Program (OSIP), Old Age Survivor and Disability Insurance Program (OASDI), and Aid in Attendance from the Veterans Administration, or other public benefits in the event and to the extent that long-term or skilled nursing care becomes necessary. In particular, my Agent may transfer my residence to my spouse and transfer other assets to my spouse so that I may comply with income and resource levels for the receipt of public benefits. If my Agent is also my spouse, I specifically authorize my spouse-Agent to make gifts and otherwise transfer my property (including the family residence) to my spouse-Agent or to others at my spouse-Agent's discretion in spite of the general fiduciary prohibition on such transfers. If my Agent is not my spouse, transfers to persons other than my spouse may only be made in the discretion of my Agent and with the consent of my children. My Agent may alter, amend, or revoke my revocable living trust (if any) to accomplish the above-mentioned public support planning;

2.24 Motor Vehicles. To apply for a certificate of title upon, endorse, and transfer title to, any motor vehicle (and to represent in such transfer assignment) that the title to such motor vehicle is free and clear of all liens and encumbrances except those specifically set forth in such transfer assignment;

2.25 Disclaim. To disclaim or renounce any interest or power to which I might be entitled, and to do all acts pursuant to such disclaimer or renunciation required under federal or state law (including the Internal Revenue Code of 1986, as amended from time to time).

ARTICLE 3. Third Party Reliance. Third persons may rely upon the representation of as to all matters relating to any power granted to my Agent, and no person who may act in reliance upon the representations of my Agent or the authority granted to my Agent shall incur any liability to me or my estate as a result of permitting my Agent to exercise any power.

ARTICLE 4. Durability. The powers granted to my Agent under this Power of Attorney shall be exercisable by my Agent on my behalf, notwithstanding that I may become legally disabled, incapacitated, or incompetent.


ARTICLE 5. Governing Law. All questions pertaining to the validity, interpretation, and administration of this Power of Attorney shall be determined in accordance with Oregon law.

ARTICLE 6. Life Insurance. Notwithstanding any other provision of this General Durable Power of Attorney, my Agent shall have no rights or powers hereunder with respect to any policy of insurance owned by me insuring the life of my Agent.

ARTICLE 7. Fiduciary Powers. Notwithstanding any other provision of this General Durable Power of Attorney, my Agent shall have no rights or powers hereunder with respect to any act, power, duty, right, or obligation relating to any person, matter, transaction, or property owned by me or in my custody as trustee, custodian, personal representative, or other fiduciary capacity.

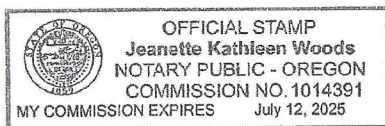
ARTICLE 8. Release of Medical Information. (HIPAA) In order for my attorney in fact to have the necessary information to give informed consent, I hereby authorize all physicians and psychiatrists who have treated me, and all other providers of health care, including mental health care and hospitals, to release to my attorney in fact all information contained in my medical records which my attorney in fact may request. I hereby waive all privileges attached to physician-patient or psychologist-patient relationship and to any communication, verbal or written, arising out of such a relationship. My attorney in fact is authorized to request, receive and review any information, verbal or written, pertaining to my physical or mental health, including medical and hospital records, and to execute any releases, waivers or other documents that may be required in order to obtain such information, and to disclose such information to such persons, organizations and health care providers as my attorney-in-fact may designate. This authorization shall not be conditioned upon my incapacity but shall be effective immediately so that my agent or alternate can effectively participate in and be informed about my health care.

Dated this 21 day of October, 2022.


Sharon M. Harold

STATE OF OREGON)
) ss.
County of Lane)

Personally appeared before me this 21 day of October, 2022, Sharon M. Harold, and acknowledged to me that ~~he~~she executed the within instrument freely and voluntarily and for the uses and purposes therein mentioned.



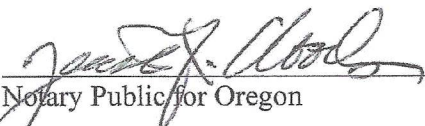

Notary Public for Oregon

EXHIBIT B



Chuck Harold <chuckharold@gmail.com>

Automatic reply: Thank You for the Opportunity

1 message

Michelle Blackwell <mblackwell@blackwell.law>

Fri, Jan 13, 2023 at 7:00 AM

To: Chuck Harold <chuckharold@gmail.com>

Our law office is closed Thursday, January 12th through Friday, January 13th, 2023 for our annual firm retreat. We will return to the office after the Martin Luther King Jr Holiday, on Tuesday, January 17th, 2023.

If your matter is urgent or time sensitive, please call our office at (541) 345-8800 or email us at Assistant@blackwell.law. Please note that we have limited access to messages and your patience is appreciated! Thank you.