

MATTHEW R. OWENS (SBN 278857)  
matthew.owens@withersworldwide.com  
COURTNEY A. SORENSEN (SBN 292745)  
courtney.sorensen@withersworldwide.com  
**WITHERS BERGMAN LLP**  
101 West Broadway, Suite 1000  
San Diego, California 92101  
Telephone: 619.564.6170  
Facsimile: 619.358.1650

Attorneys for Crisara Abrams and Clinton Abrams

**DESERT ADR**

In re the

DIA KENSHALO ABRAMS TRUST  
DATED DECEMBER 16, 2016

CRISARA ABRAMS, an individual,

Petitioner,

v.

KEITH HARPER, an individual and as  
trustee; DIANA FEDDER (aka DIANE  
FEDDER), an individual and as trustee; and  
DOES 1 through 50, inclusive,

Respondents.

In re the

DIA KENSHALO ABRAMS POWER  
OF ATTORNEY DATED MAY 22,  
2020

CLINTON ABRAMS, an individual; and  
CRISARA ABRAMS, an individual,

Petitioners,

v.

KEITH HARPER, an individual and as  
attorney-in-fact; DIANA FEDDER (aka  
DIANE FEDDER), an individual and as  
attorney-in-fact; and DOES 1 through 50,  
inclusive,

Respondents.

Case No. PRIN2100297

Case No. PRIN2100526

**MEDIATION BRIEF OF CRISARA  
ABRAMS AND CLINTON ABRAMS**

Date: July 28, 2022

Time: 10:00 a.m.

Mediator: Hon. David Chapman (Ret.)

Location: Via Zoom

1 Crisara Abrams (“**Crisara**”), individually and as a beneficiary of the Dia Kenshalo Abrams  
2 Trust dated December 16, 2016 (the “**Trust**”) and Clinton Abrams (“**Clinton**”), individually  
3 (together, the “**Children**”) hereby respectfully present their *Mediation Brief* as follows:

4 **I. INTRODUCTION**

5 Dia Kenshalo Abrams (“**Dia**”), the Children’s mother, disappeared on June 6, 2020, and has  
6 not been seen since. Two weeks before her disappearance, Dia purportedly executed a new trust  
7 restatement and power of attorney, completely removing the Children from her estate plan and  
8 leaving everything instead to her alleged “boyfriend,” Keith Harper (“**Harper**”). A person of interest  
9 in Dia’s disappearance, Harper has refused to communicate with the Children regarding Dia or her  
10 assets, and is using Dia’s assets for his own benefit, including living in her home and renting out  
11 her property on Airbnb without accounting for any income. Harper is an unemployable registered  
12 sex offender with a lengthy criminal record, including three instances of violence against women.  
13 His only chance at financial security was coercing the vulnerable and lonely Dia—in her impaired  
14 state while heavily sedated on prescription pain medication following back surgery—into adding  
15 him into her estate plan a mere 15 days before she mysteriously went missing. The restatement and  
16 power of attorney, as discussed below, are the product of undue influence by Harper.

17 At trial, the restatement and power of attorney will be revoked, Harper will be found to have  
18 committed elder abuse, and the Children will be entitled to damages and attorneys’ fees. Harper  
19 may even be found liable under the slayer statute since he is the most likely perpetrator behind Dia’s  
20 disappearance and apparent murder. Nonetheless, the Children would prefer to avoid litigation and  
21 therefore stand ready to negotiate a resolution at mediation.

22 **II. FACTUAL BACKGROUND**

23 **A. The Trust**

24 On December 16, 2016, Dia created the Dia Kenshalo Abrams Trust (“**2016 Trust**”). (Ex. 2  
25 [2016 Trust].) Crisara was the sole successor trustee and sole remainder beneficiary under the 2016  
26 Trust.

27 At some point, someone interlineated on the 2016 Trust—either the original or a copy—by  
28 crossing out Crisara’s name and writing in “denied,” the date “12/12/2018,” and “DA” (collectively,

1 the “**2018 Trust Interlineations**”).<sup>1</sup>

2 On May 22, 2020, Dia executed the First Amendment and Complete Restatement to the Dia  
3 Kenshalo Abrams Trust (“**2020 Restatement**”) naming Harper as successor trustee and beneficiary,  
4 and Diana Fedder (“**Fedder**”) as alternate trustee and beneficiary. (Ex. 2 [2020 Restatement]).  
5 Under the 2020 Restatement, the Children are expressly disinherited. (Id. at Art. 6.19.) At the time  
6 Dia executed the 2020 Restatement, she had reached age 65 and was therefore an elder adult.

7 **B. The Power of Attorney**

8 Dia purportedly executed the Power of Attorney (“**POA**”) on May 22, 2020, the same date  
9 she executed the 2020 Restatement. (Ex. 3 [POA].) Harper was named primary agent under the  
10 POA. (Id. at p. 1.) Fedder was named alternate agent under the POA. (Ibid.) There is no named  
11 alternate agent after Fedder. (Ibid.)

12 The POA is a uniform statutory power of attorney consistent with Probate Code section  
13 4401. (Ex. 3 [POA].) It is for assets only, not medical or health care decisions. (Ibid.) The POA had  
14 immediate effect upon execution and is durable. (Id. at p. 3.)

15 **C. Dia’s Disappearance**

16 On June 6, 2020, just 15 days after Dia executed the 2020 Trust Restatement and the POA  
17 favoring Harper and Fedder, she went missing under suspicious circumstances.

18 Dia’s disappearance is under investigation by the Riverside County Sheriff’s Department as  
19 a possible homicide and foul play is suspected. Harper has reported that he was the last person to  
20 see Dia on the date she went missing. After her disappearance, Dia’s keys, purse, and cell phone  
21 were found at her residence. Dia also left a note indicating she feared for her life and blood was  
22 found in her room. The same day Dia was reported missing, Harper fled the State of California for  
23 New Mexico where he hid for several days.

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27 <sup>1</sup> The 2018 Trust Interlineations, even if written by Dia, have no legal effect since they were not  
28 signed. (Prob. Code, §§ 15401-15402 [trust amendment must be signed absent alternate method of  
amendment in trust instrument]; see Ex. 1 Art. II [no alternate method of amendment in trust  
instrument].)

Harper is under criminal investigation in connection with Dia's mysterious disappearance. On or about June 12, 2020, an investigator from the Riverside County Sheriff's Department went to New Mexico and impounded Harper's recreational vehicle in order to search it. Investigators also served a search warrant on Harper's storage unit facility in Aztec, New Mexico. They also confiscated his cell phone and have not returned it. Harper now resides at Dia's residence located on the 115-acre ranch at 58111 Bonita Vista, Mountain Center, California (the "**Ranch**"). The Ranch is a Trust asset, yet Harper lives there rent-free.

**D. Management of the Trust and Dia's Assets**

After Dia's disappearance, Harper assumed control of the trust assets and began acting as trustee under the 2020 Restatement and as agent under the Partial POA. Harper has already committed multiple breaches of fiduciary duty, warranting his removal as trustee and agent as well as surcharge for the significant damage he has caused.

Harper's potential involvement in Dia's disappearance makes him unfit to serve as trustee and as agent under her POA. Further, separate and apart from his potential involvement in Dia's disappearance, Harper is unfit to serve as a fiduciary based on past criminal activity and transgressions, as well as breaches of fiduciary duty to Dia. As discussed further below, Harper, who has been convicted of two sex offenses and pled guilty to another assault charge stemming from a sexual assault allegation, is required to register as a sex offender in California and Colorado. He recently filed a motion to have his sex offender status lifted, but his motion was denied. He has not demonstrated that he is fit to manage Dia's significant assets in her absence.

Harper has already improperly used the POA document to file a lawsuit in New Mexico on Dia's behalf (without her consent) as her purported agent under the POA. He submitted a portion of the POA to the New Mexico court in support of his contention. The lawsuit was a civil complaint Harper filed against an Arizona shoe store for alleged damages related to boots Dia had purchased. The lawsuit, which Harper filed in propria persona, was dismissed for lack of jurisdiction. Harper subjected Dia to potential damages by filing the frivolous New Mexico lawsuit ostensibly on her behalf via the POA and he must be stopped before he causes further damage.

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1 Since Dia is missing, she is unable to give instructions to Harper or Fedder, which means  
2 they are unable to use the POA to carry out Dia's wishes. Further, if Dia is deceased, then the POA  
3 is terminated by operation of law and no person has authority to use it.

4 **E. Harper's Credibility**

5 Harper is being investigated by authorities in connection with Dia's disappearance. Although  
6 Harper publicly stated he called a local California Highway Patrol officer the day Dia went missing,  
7 the California Highway Patrol officer will testify that never happened. The officer says Harper did  
8 not call him the day of Dia's disappearance, but instead showed up at his house early in the morning  
9 the day after Dia's disappearance. The officer informed him that CHP did not handle missing  
10 persons, and to contact the sheriff's department immediately. Harper flagged the officer down later  
11 that day and told him Dia was still missing, but that Harper had not called the sheriff's office. Harper  
12 further lied about the encounter by falsely stating that the officer told him no investigation would  
13 occur until Dia had been missing three days; the CHP officer denies ever saying that.

14 Harper also claims to have been engaged to Dia, yet Dia's closest friends and the Children  
15 refute this. Dia never told anyone she was engaged, nor did she ever wear an engagement ring. In  
16 fact, when pressed at his deposition on the details of where and when he purchased the engagement  
17 ring, Harper conveniently could not recall. It is clear Harper is fabricating the purported  
18 "engagement" in an effort to make the bizarre gift to him (Dia's ranch hand) under the 2020  
19 Restatement make some sense.

20 Harper has an extensive criminal record, repeatedly sexually assaulting women. In La Plata  
21 County, Colorado, Harper physically and sexually assaulted his ex-wife, had a restraining order  
22 entered against him for such conduct, was arrested for such conduct, and, three days before trial,  
23 pled guilty to third degree assault for such conduct. In San Juan County, Colorado, Harper was  
24 convicted on two counts of sexual assault without consent, sentenced to 12 months in jail, and  
25 ordered to register as a sex offender. Harper groped two women during separate snowmobile tours  
26 given through his business, Outlaw River & Jeep Tours. In Durango, Colorado, Harper was arrested  
27 for illegally operating his business, Outlaw River & Jeep Tours, in a national forest, and that he was  
28 sentenced to four months in jail for that offense.

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### III. PROCEDURAL HISTORY

There are currently four petitions pending in two matters before the Riverside Superior Court relating to Dia's estate planning documents, including the 2020 Restatement and the POA.

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**A. The Trust Matter (PRIN2100297/PRIN200368)**

On March 9, 2021, the Children filed their *Petition to Confirm Trust Property; to Compel Production of Accounting and Trust Records; for Removal of Trustees; for Surcharge Damages for Breach of Fiduciary Duty; for Double Damages; and for Attorney's Fees and Costs.*

On March 22, 2021, Harper filed his *Petition for Instructions Re: Confirmation of Successor Trustee* in case number PRIN200368.

On May 21, 2021, Crisara, as beneficiary, filed her *Petition to Invalidate Trust Based on Undue Influence; and for Damages for Elder Abuse.*

On July 8, 2021, Crisara filed her *First Amended Petition to Confirm Trust Property; to Compel Production of Accounting and Trust Records; for Removal of Trustee; for Surcharge Damages for Breach of Fiduciary Duty; for Double Damages; for Damages for Financial Elder Abuse; and for Attorney's Fees and Costs.*

On July 21, 2021, PRIN200368 was consolidated with PRIN2100297, with PRIN200297 designated as the primary file.

**B. The Power of Attorney Matter (PRIN2100526)**

On April 20, 2021, the Children filed their *Petition for Termination of Power of Attorney; for Revocation of Agents' Authority Under Power of Attorney; and for an Accounting* in Riverside Superior Court Case No. PRIN2100526.

### IV. LEGAL ARGUMENT

Ultimately, the Children seek to invalidate the 2020 Restatement and terminate the POA. They also seek an accounting from Harper and Fedder of their "management" of Dia's assets. The Children also seek to surcharge Harper and Fedder for their elder abuse and breaches of fiduciary duty, and to have a licensed professional fiduciary appointed to serve as trustee. Diane Peters, LPF, has consented to serve in that role.

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1 **A. The 2020 Restatement Is Invalid**

2 A trust instrument may be invalidated based on undue influence. Probate Code section 86  
3 incorporates the Welfare and Institutions Code section 15610.70 definition of undue influence,  
4 which is “excessive persuasion that causes another person to act or refrain from acting by  
5 overcoming that person’s free will and results in inequity.” Adjudication of an undue influence claim  
6 requires consideration of several factors, all of which are present here and weigh in favor of  
7 invalidating the 2020 Restatement. Probate Code section 86 alternatively permits undue influence  
8 to be shown through common law principles. (*Rice v. Clark* (2002) 28 Cal.4th 89, 96–97.) Although  
9 the party challenging the validity of a donative instrument ordinarily bears the burden of proving  
10 undue influence, a presumption of undue influence, shifting the burden of proof, arises where (i) the  
11 person alleged to have exerted undue influence had a confidential or fiduciary relationship with the  
12 testator; (ii) the person actively participated in procuring the instrument’s preparation or execution;  
13 and (iii) the person would benefit unduly by the instrument. (*Rice v. Clark, supra*, 28 Cal.4th at pp.  
14 96–97; *see also Estate of Clegg* (1978) 87 Cal.App.3d 594, 602.)

15 Harper unduly influenced Dia in connection with the 2020 Restatement, and Fedder assisted  
16 him. Additionally, under the common law test the burden shifts to Harper and Fedder to prove they  
17 did not unduly influence Dia.

18 Having attained age 65, Dia was an elder adult at the time she executed the 2020  
19 Restatement, placing her in a class of persons protected under the Welfare and Institutions Code due  
20 to heightened vulnerability. Also, around the time the 2020 Restatement was executed, Dia was  
21 grieving the death of her ex-husband, Clem Abrams. Further, before her disappearance, Dia wrote  
22 a note indicating that she feared for her life. Dia knew she was in danger and in her weakened,  
23 paranoid state, she was vulnerable to Harper and Fedder’s manipulations. Dia was also heavily  
24 sedated on prescription pain medication that was prescribed in connection with her recovery from  
25 back surgery. Harper testified at his deposition that Dia was still filling her prescription for ppain  
26 medication each month all the way up until her disappearance.

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1 Harper was in a position of authority over Dia and had a confidential relationship with her  
2 as her purported boyfriend. Dia also relied on Harper in connection with management of some  
3 portion of her real estate as well as the farm animals she owned.

4 Harper encouraged Dia to retain and meet with her newestate planning attorney, Dennis  
5 Healey, Esq., regarding the 2020 Restatement. Harper actively participated in the procurement of  
6 the 2020 Restatement by coercing Dia to sign it. Harper also made false statements to Dia about her  
7 Children in an effort to convince Dia to disinherit them. Mr. Healey's trial testimony will be  
8 discredited because he represents Keith Harper and will defend him as litigation counsel at trial.  
9 This clear violation of the witness-advocate rule will cast a shadow over Mr. Healey's trial  
10 testimony, as he will be duty bound to testify in a manner that helps Harper as his litigation client.  
11 (*Kennedy v. Eldridge* (2011) 201 Cal.App.4th 1197 [135 Cal.Rptr.3d 545] (applying witness-  
12 advocate rule in bench trial matter).) Dia, of course, is not here to waive the obvious conflict of  
13 interest created by Mr. Healey serving as both witness and advocate in the same case.

14 As set forth above, Harper has an extensive criminal record. Harper likely used violence or  
15 threats of violence to force Dia to execute the 2020 Restatement. The blood found in Dia's bedroom  
16 at the time of her disappearance further suggests Harper assaulted her.

17 Finally, it would be inequitable for Dia to give the bulk of her multi-million dollar estate to  
18 Harper, a criminal sex offender who sponged off of her resources for the short time period he knew  
19 her before her disappearance. The 2016 Trust reflects a much more natural and equitable disposition  
20 that would leave Dia's assets to her daughter.

21 **B. Termination of Power of Attorney and Revocation of Agents' Authority**

22 Under Probate Code section 4541, subdivision (a), the court has the power to determine that  
23 a power of attorney has terminated.

24 An agent under a power of attorney must communicate with Dia and follow Dia's  
25 instructions. (Prob. Code, § 4234, subd. (a).) Here, Dia is missing. No one has heard from her since  
26 June 6, 2020, and the Riverside County Sheriff's Department is treating her as a missing person.  
27 Since Dia is missing, she is unable to give instructions concerning her wishes so neither Harper nor  
28 Fedder can communicate with her on asset management as they are required to do.

1 Further, it is possible Dia is deceased. If she is deceased, then the POA terminates by  
2 operation of law. (Prob. Code, § 4152, subd. (a)(4).) While Dia is missing, she should be treated as  
3 deceased for purposes of the effectiveness of her POA so that no person may use it to take action on  
4 her behalf, which would be an *ultra vires* act if she is in fact deceased.

5 Moreover, given the close temporal proximity between Dia's purported execution of the  
6 POA and her disappearance, together with the other allegations made by the Children, the Children  
7 allege that if Dia executed the POA then Harper and Fedder caused Dia to execute the POA through  
8 undue influence and duress, as set forth above.

9 Under Probate Code section 4541, subdivision (d), the Court has the power to revoke the  
10 authority of an agent under a power of attorney. In order to do so, the Court must find (i) the agent  
11 "has violated or is unfit to perform the fiduciary duties under the power of attorney," (ii) Dia "lacks  
12 the capacity to give or to revoke a power of attorney" at the time of the Court's determination, and  
13 (iii) the revocation of the agent's authority is in the best interest of Dia or Dias estate." (Cal. Prob.  
14 Code, § 4541, subd. (d).) All three elements are satisfied here.

15 The primary agent under the POA is Harper. For the reasons stated below, his authority  
16 under the POA and any other power of attorney for finances that Dia may have executed in his favor  
17 should be suspended on an interim basis and ultimately revoked.

18 Harper is unfit to perform the required fiduciary duties under the POA for the following  
19 reasons. Since Harper's fitness to serve as agent under the POA is a material issue in the case, so,  
20 too, is his character. Harper is being investigated by authorities in connection with Dia's  
21 disappearance. On December 9, 2020, Harper filed a civil complaint acting in *propria persona*,  
22 purportedly as Dia's agent under the POA, which he submitted to the New Mexico court as evidence  
23 of his authority to prosecute the case. On February 15, 2021, the case was dismissed for lack of  
24 jurisdiction. Harper's decision to file a frivolous lawsuit against an Arizona defendant in the wrong  
25 jurisdiction was a breach of fiduciary duty and below the standard of care for a prudent agent. (Prob.  
26 Code, § 4231, subd (a).)

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1       The loan on the Tool Box Property, which Harper is purportedly managing, is in arrears and  
2 subject to foreclosure. All payments have been missed since June 2020. Harper's failure to make  
3 these mortgage payments is an additional breach of fiduciary duty. Harper is also managing the Sky  
4 High Property and the tenants are illegally growing marijuana on the property. In June 2019, the  
5 Riverside County Sheriff's Department raided the Sky High Property and seized thousands of  
6 pounds of marijuana plants. No prudent fiduciary would permit such an operation.

7       Harper resides at the Ranch, without any legal authority to do so, and refuses to pay rent.  
8 Harper therefore has a conflict of interest and is using his position of power to benefit himself  
9 financially. (Prob. Code, § 4232, subd. (a).) Harper and Fedder are renting out a portion of the Ranch  
10 on Airbnb and they refuse to account for the income. The Airbnb listing is under Fedder's name.  
11 One of the reviews from a recent Airbnb tenant states that Harper made racist, threatening comments  
12 during the tenant's stay. Harper is renting out the Ranch for private events such as weddings, causing  
13 extensive damage to the property, and collecting the money for himself. Both Fedder and Harper  
14 admitted at their respective depositions that they did not deposit the rental income into any trust  
15 account, but instead deposited the funds into their personal bank accounts, which is a clear breach  
16 of fiduciary duty. Bank records the Children received via subpoena confirm this.

17       As set forth above, Harper's credibility—and his fitness as a fiduciary—are questionable.  
18 He pled guilty to sexually assaulting his ex-wife, and was separately convicted for sexually  
19 assaulting two other women, landing him a 12-month jail sentence. In Durango, Colorado, Harper  
20 was arrested for illegally operating his business, Outlaw River & Jeep Tours, in a national forest,  
21 and that he was sentenced to four months in jail for that offense.

22       Given Harper's potential involvement in Dia's disappearance, his breaches of fiduciary duty,  
23 and his criminal history, he is unfit to serve as agent under the POA and there is a significant risk of  
24 loss if his powers are not suspended and revoked. Dia has substantial wealth, including many assets  
25 outside of her trust that Harper could potentially reach with the POA. For example, Dia had nearly  
26 \$200,000 and some jewelry in a safe deposit box. Dia also owned many valuable guns, which Harper  
27 testified have gone missing.

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1       The alternate agent under the POA is Fedder. Fedder is unfit to serve as agent and her  
2 authority under the POA and any other power of attorney for finances that Dia may have executed  
3 in her favor. Fedder has a close relationship with Harper with whom the Children believe she is  
4 romantically involved. The Children are not aware of Fedder having any involvement in their  
5 mother's financial affairs until Fedder somehow convinced Dia to list her as an alternate agent on  
6 the POA a mere 15 days before she went missing. Since then, Fedder has purportedly been managing  
7 the Ranch, which has significant value. The Children are informed and believe that Fedder aided  
8 and abetted Harper both in the improper conduct that resulted in the two of them being named in the  
9 POA and in Harper's breaches of fiduciary duty to Dia as described above. Following Dia's  
10 disappearance, Fedder stole a firearm from the Ranch during a time period when the police had  
11 requested that no one enter the property. Following Dia's disappearance, Fedder held a garage sale  
12 at which she sold many of Dia's personal property items, including antiques. Fedder refuses to  
13 account for the sale proceeds. Following Dia's disappearance, Fedder refused to relinquish jewelry  
14 that belonged to Crisara upon request and Fedder has not explained what she did with the jewelry.  
15 Following Dia's disappearance, Fedder refused to allow the Children to install security cameras at  
16 the Ranch to help safeguard the property.

17       Dia, a Missing Person, Lacks Capacity. Dia has been a missing person for more than two  
18 years. She has not even communicated with her attorney who, due to lack of communication, has  
19 now filed a Motion to Be Relieved as Counsel. Since Dia is missing, she is unable to communicate  
20 her wishes or instructions to Harper or Fedder. Dia will be deemed to be incapacitated to revoke the  
21 POA herself unless and until the Court is presented with some evidence that she is alive and  
22 competent.

23       Best Interests of Dia or Her Estate. Given the suspicious circumstances under which Harper  
24 and Fedder were named as agents under the POA, Dia's subsequent disappearance 15 days later,  
25 and the fact that neither Harper nor Fedder is fit to serve as agent based on the conduct described  
26 above, it is in Dia's best interest to have the POA terminated. If Dia is currently deceased, then for  
27 the same reasons it is in the best interest of her estate for the POA to be terminated.

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1 **C. Accounting of Dia's Assets**

2 The court may compel an agent under a power of attorney to account when the agent has  
3 failed to do so 60 days after a written demand has been made. (Prob. Code, § 4541, subd. (c).)

4 Through their counsel, the Children made a written demand for an accounting on January 13,  
5 2021. Harper refused to provide an accounting.

6 Pursuant to Probate Code section 16060, a trustee is duty bound to keep the beneficiaries of  
7 a trust reasonably informed of the trust and its administration. Upon the reasonable request of a  
8 beneficiary, the trustee must report to the beneficiary by providing requested information relating  
9 to the administration of the trust relevant to the beneficiary's interest. (Prob. Code § 16061;  
10 *Esslinger v. Cummins* (2006) 144 Cal.App.4th 517, 526.) This includes the right to inspect trust  
11 records. (*Strauss v. Superior Court* (1950) 36 Cal.2d 396, 401-402.) A beneficiary not currently  
12 entitled to receive distributions, or the Court on its own motion, can require a trustee to provide a  
13 full account for good cause. (*Christie v. Kimball* (2012) 202 Cal.App.4th 1407, 1412-1413.)

14 A trustee may be compelled to provide information about the trust or to account to the  
15 beneficiary if the trustee has failed to submit requested information or an account within 60 days  
16 from written request of the beneficiary and no report of information or account has been received  
17 within the six months preceding the request. The Children sent written notice to Harper seeking a  
18 report of information, accounting, and trust records on January 13, 2021. (Ex. 4 [Demand Letter to  
19 Harper].) Despite this request, Harper has yet to provide the Children with any current information  
20 regarding his administration of the Trust.

21 The Children expect Harper will argue he is not required to provide a report of information  
22 or account to the Court or to the Children because Dia is the only person currently entitled to receive  
23 payments of income or Dia from the Trust. Even if that is what the terms of the Trust provide,  
24 Harper's anticipated arguments fail because the duty to keep the beneficiaries reasonably informed  
25 applies to remainder beneficiaries and the duty to provide a report of information can include a full  
26 accounting to prevent or remedy breach of trust or for other good cause shown. (*See* Prob. Code §  
27 16064, subds. (a), (b); *Esslinger v. Cummins* (2006) 144 Cal.App.4th 517, 526; *Christie v. Kimball*

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(2012) 202 Cal.App.4th 1407, 1412-1413.) Further, for all practical purposes, since Dia has been missing for over two years, the Trust has become irrevocable, vesting the remainder beneficiaries with rights to obtain Trust-related information, reporting, and accounting.

**D. Surcharge and Damages for Financial Elder Abuse**

Harper has breached numerous fiduciary duties as described above. The Children therefore seek surcharge for all losses incurred by the Trust, plus interest and any profits gained as a result of his breaches. Further, the Children are seeking double damages, attorney's fees, and costs against Harper under Probate Code section 859 based on his conduct. Harper took, concealed, and disposed of Dia's property by the use of undue influence in bad faith, and he also committed elder abuse as defined in Welfare and Institutions Code section 15610.3 through such undue influence.

Financial elder abuse occurs when a person takes, secretes, obtains, or retains, or assists in taking, secreting, appropriating, obtaining, or retaining, real or personal property of an elder for a wrongful use, or with intent to defraud, or by undue influence. (Welf. & Inst. Code, § 15610.30, subd. (a)(1)-(3).) A person is deemed to have taken, secreted, appropriated, obtained, or retained property for a wrongful use if the person "knew or should have known that this conduct is likely to be harmful to the elder." (Welf. & Inst. Code, § 15610.30, subd. (b).)

Undue influence is a form of financial elder abuse. (Welf. & Inst. Code, § 15610.30, subd. (a)(3) [financial elder abuse includes taking via undue influence]; Welf. & Inst. Code, § 15610.70 [definition of undue influence].) Assisting someone take an elder's property through undue influence is also financial elder abuse. (Welf. & Inst. Code, § 15610.30, subd. (a)(3).)

At all relevant times, Dia was over the age of 65. Harper took advantage of Dia's weakness and vulnerability to convince her to disproportionally provide for him in the estate plan and to name him as agent under the POA. Harper used fear tactics and intimidation to control and coerce Dia into amending her trust and executing a new POA to his financial benefit. Fedder assisted Harper in his undue influence of Dia and similarly inserted herself into Dia's life by managing portions of her real estate, including a short term vacation rental that Fedder managed through the Airbnb application.

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1 Harper will be found liable for financial elder abuse in an amount to be determined at trial.  
2 Harper will also be required to pay the Children's attorney's fees. (Prob. Code, § 859; Welf. & Inst.  
3 Code, § 15657.5, subd. (a).) Additionally, the Children will receive an award of treble damages  
4 based on Harper's deceptive acts and unfair business practices perpetrated against Dia. (Civ. Code,  
5 § 3345.)

6 Probate Code section 859 requires the respondent to return all property, plus pay twice the  
7 value of the property taken as a separate damages component. (*Estate of Kraus* (2010) 184  
8 Cal.App.4th 1031; *see also Estate of Ashlock* (2020) 45 Cal.App.5th 1066; *but see Conservatorship*  
9 *of Ribal* (2019) 31 Cal.App.5th 519, 521.)

10 **V. CONCLUSION**

11 Based on the foregoing, the Children are confident they will prevail at trial. The 2020  
12 Restatement will be invalidated, and the POA will be rescinded. Harper and Fedder will be ordered  
13 to account for their "management" of Dia's property, and will be subject to surcharge and damages  
14 for financial elder abuse. Nonetheless, the Children would prefer to avoid litigation and therefore  
15 stand ready to negotiate a resolution at mediation. No formal settlement offers have yet been  
16 exchanged.

17  
18 Dated: July 21, 2022

**WITHERS BERGMAN LLP**

19  
20 By: 

21 Courtney A. Sorensen, Esq.  
22 Attorneys for Crisara Abrams, individually and as  
23 a beneficiary of the Dia Kenshalo Abrams Trust  
24 dated December 16, 2016, and Clinton Abrams,  
25 individually  
26  
27  
28

# EXHIBIT 1

**TRUST AGREEMENT**  
**OF**  
**DIA KENSHALO ABRAMS**

**THIS TRUST AGREEMENT** is made by, **DIA KENSHALO ABRAMS**, hereinafter called "Trustor," and, **DIA KENSHALO ABRAMS**, hereinafter referred to as "Trustee", of the County of Riverside, State of California. Reference in this Trust to the Trustee shall be deemed a reference to whomever is serving as Trustee, whether original, alternate or successor.

The initial primary beneficiary of this Trust Estate shall be **DIA KENSHALO ABRAMS**. The effective date of this **Trust Agreement** shall be **December 16<sup>th</sup>, 2016**.

**ARTICLE I. TRUST PROPERTY**

**A. Original Trust Estate**

The Trustor acknowledges that she transferred to the Trustee without consideration, the property listed on Schedule "A" attached hereto, which is the original corpus of the Trust Estate.

**B. Additions to Trust Estate**

Additional property may be added to the Trust Estate at any time by the Trustor or by any person or persons, by inter vivos or testamentary transfer. All such original and additional property is referred to herein collectively as the Trust Estate, and shall be held, managed and distributed as herein provided.

## ARTICLE II. REVOCATION AND AMENDMENT

The Trustor, during her life may, at any time, and upon successive occasions, revoke this Trust in whole or in part, or may alter or amend any of its provisions and any amendment may be similarly cancelled or amended; provided, however that the duties and responsibilities of the Trustee shall not be substantially changed without the Trustee's written consent. If the Trustor is incompetent, such power to revoke or amend the Trust may be exercised by the guardian or conservator at the direction of a Court of competent jurisdiction.

## ARTICLE III. ORIGINAL AND SUCCESSOR TRUSTEES

### A. Original Trustee

The original Trustee under this Declaration of Trust, shall be, **DIA KENSHALO ABRAMS**, to serve with all of the obligations, powers, and authority contained within this Trust Agreement.

### B. Death or Resignation of Original Trustee

In the event, **DIA KENSHALO ABRAMS**, cannot or will not, or if for any reason she ceases to serve as Trustee hereunder, then Trustor nominates and appoints her daughter, ~~CRISATA ABRAMS~~<sup>JOA</sup>, to serve as Trustee hereunder without the approval of any Court. Denied 12/12/2018

### C. Resignation of Trustee

The Trustee of any Trust hereunder, including any successor Trustee, may resign by delivering to all income Beneficiaries hereunder written notice of such

resignation. In the event of such resignation, and if the successor Trustees named in this instrument are unavailable or refuse to serve, said income Beneficiaries who are adults shall have the right to appoint a Trustee in its place; provided that if no income Beneficiaries are adults, then such appointment shall be made by the parents or legal guardians of such income beneficiaries, provided further, that in the event of a dispute among such income Beneficiaries, their parents or their guardians, the majority shall prevail. In the event there is a tie vote, a petition to a court of competent jurisdiction shall be made to appoint the Trustee.

A resigned Trustee shall serve as Trustee until its successor shall accept office, and shall execute all instruments and do all acts necessary to vest title of the Trust Estate in the successor Trustee, without Court accounting.

A majority of the adult Beneficiaries may, without liability to themselves, approve the accounts and give full release and discharge to any discharged or resigned Trustee, and this shall be binding upon all persons whomsoever.

#### **D. Duties and Responsibilities of Successor Trustees**

No Successor Trustee shall have any responsibility for any acts or omissions of any prior Trustee and no duty to audit or investigate the accounts or administration of such Trustee; nor, unless in writing requested to do so by a person having a present or future beneficial interest under a Trust hereunder, any duty to take action to obtain redress for breach of Trust. Any action or claim against any previous Trustee must in any event be asserted or filed by any Beneficiary within

one year after the appointment of a Successor Trustee.

#### **E. Bonds**

No Trustee shall be required to post any bond or other security for the faithful performance of any duties or obligations of such office.

### **ARTICLE IV. DISTRIBUTIONS DURING LIFE OF TRUSTOR**

During the lifetime of the Trustor, the Trustee, as directed by the Trustor or in her sole discretion if the Trustor is unable to direct the Trustee, can pay or apply the net income and corpus, or so much as she chooses, under the terms of this Trust Agreement to, or for the benefit of the Trustor and may add to principal any income not so expended. The judgment of the Trustee, as to the propriety and amount of such payment shall be conclusive.

### **ARTICLE V. TERMS OF TRUST DISTRIBUTION**

Upon the death of the Trustor, the Trustee is directed to pay all legal debts (except un-matured mortgages and/or Trust Deeds on real estate) and all expenses of the last illness, funeral and burial as well as all estate, inheritance, succession or other death taxes imposed upon, or in relation to any property required by any tax law to be included in, the gross Estate, and then distribute the remaining assets of the Trust Estate including any accumulation thereon in the following manner:

- a) The entire trust estate and any additions thereto to Trustor's daughter,  
*Denied 12/12/2018*  
~~CRISARA ABRAMS~~ alone and in the event ~~CRISARA ABRAMS~~ should  
*Denied 12/12/2018*  
predecease Trustor, then, in that event, that predeceased child's Trust share

is to pass to VICTOR VALENTINO.

The children of Trustor are:

**CRISARA ABRAMS, and**

**CLINTON ABRAMS.**

- b) Trustor leaves nothing but her love and affection to her son, CLINTON ABRAMS, and daughter Crisara Abrams <sup>DOA</sup> 12/12/2018
- c) Trustor leaves a gift of \$5,000.00 ISIDRO GARCIA.
- d) Trustor leaves a gift of \$5,000.00 VICTOR VALENTINO.
- e) In the event any share valued at \$15,000.00 or less in this Trust Estate shall be distributed to a person who has not yet obtained the age of majority, (18 years) then the Trustee is directed to establish for such minor person, by way of distribution hereunder, a statutorily proper account under the provisions of the California Uniform Transfer to Minors Act. The Trustee is directed to act as custodian and the alternate Trustee is directed to act as substitute custodian. The custodianship shall remain in effect until the beneficiary reaches 18 years of age.
- f) **Settlor May Appoint Disposition of Personal Property**  
The Settlor shall have the power to appoint the disposition of any or all items of the Settlor's tangible personal property valued at \$5,000.00 or less, per item included in the trust. This power may be exercised in a dated writing signed by the Settlor and delivered to the Trustee. The writing need not expressly

refer to this trust, and any additional formalities otherwise required by this document for exercising a power of appointment shall not apply. Unless otherwise provided in the exercise of the power, the appointment of any item of property that is not trust property at the Settlor's death and does not pass to the trust as a result of the Settlor's death shall fail, and any gifts appointed to a person who fails to survive the Settlor shall lapse.

#### **A. Termination**

##### **1. Discretionary Termination**

Any time that a Trust or Trust share created under this Agreement has, in the judgement of the Trustee, a value so low that the expenses of maintaining the Trust cannot be reasonably justified, the Trustee may, in its discretion, but is not required to, terminate such Trust or Trust share. In case of such termination, the Trustee shall distribute forthwith the share so terminated to the Beneficiaries thereof.

##### **2. Mandatory Termination**

The Trust Estate shall terminate in any and all events not later than twenty-one (21) years after the death of the last surviving Beneficiary herein named who is living at the time of the Trustor's death, it being the intent of the Trustor that this Trust Agreement shall be interpreted so as not to violate the Rule Against Perpetuities. The Trust Estate, upon such termination, shall be distributed to the Beneficiaries for whom, at the time, a share or subshare has been set aside, each such Beneficiary to receive his or her share or subshare and any accumulations

thereon.

## **ARTICLE VI. SUPPORT AND MAINTENANCE**

### **A. Standards**

During the life of the Trustor the Trustee is to apply all the income and principal of the Trust as may be necessary to support the Trustor and provide for her very best care and comfort. The only consideration the Trustee shall have which should mitigate the full use of all the income and principal of the Trust to provide for the support, care and comfort of the Trustor is whether the use of all the principal of the Trust will result in a situation where the Trustor will receive inadequate support, care and comfort in the future. The Trustee is directed to use her best judgment to balance the present needs of the Trustor against the future needs of the Trustor when using the principal of the Trust to pay for the Trustor's support, care and comfort.

### **B. Conservator or Guardian of Trustor**

In the event the Trustor should have a conservator or guardian appointed to care for her person, the Trustee is authorized to disburse from Trust income or principal funds to reimburse such a conservator or guardian for reasonable expenses incurred in accommodating the Trustor. The Trustor does not want a conservator or guardian of her to incur unreimbursed personal expenses in carrying out the duties of a conservator or guardian of the person of Trustor.

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## ARTICLE VII POWERS OF TRUSTEE

The Trustee shall have the following powers, duties and discretion in addition to those otherwise granted therein or by law and except as elsewhere herein specifically restricted.

### A. Retention

The Trustee shall have the power to retain, without liability for loss or depreciation resulting from such retention, the original assets and all other property hereafter transferred, devised or bequeathed to the Trustee, although such property may not be of the character prescribed by law or by the terms of this instrument for the investment of the other Trust assets; and, although it represents a large percentage or all of the Trust Estate, this said original property may accordingly be held as a permanent investment.

The Trustee shall have the power, with respect to any business interest that may become a part of the Trust Estate, whether organized as a sole proprietorship, partnership, or corporation, and upon such terms, for such time and in such manner as it may deem advisable, to hold, retain and continue to operate such business solely at the risk of the Trust Estate and without liability on the part of the Trustee for any losses resulting therefrom; to dissolve, liquidate, or sell at such time and upon such terms as the Trustee may deem advisable; to incorporate such business and hold the stock as an asset of the Trust Estate; to use the general assets of the Trust for the purpose of the business; to borrow money for business purposes and

pledge or encumber the assets of the business or the other assets of the Trust Estate to secure the loan; to employ such officers, managers, employees or agents as it may deem advisable in the management of such business, including electing directors, officers, or employees of the Trustee to take part in the management of such business as directors or officers.

#### **B. Deposit Accounts**

Either Joint Trustee acting alone has the power under the Trust Agreement, to open, deposit in, and draw on any checking, savings, agency, certificate of deposit, or any other accounts, that the Trustees may have, in trust, in any banks or financial institutions and any accounts with securities brokers or other commercial institutions, and to terminate such accounts. A bank, financial institution or security brokerage relying upon this Trust Agreement shall not have any liability to a non-signing co-trustee on account of the actions of a co-trustee who signs alone to withdraw money from such a bank, financial institution or security brokerage.

#### **C. General Property Powers**

The Trustee shall have all such powers and is authorized to do all such acts, take all such proceedings, and exercise all such rights and privileges in the management of the Trust Estate as if the absolute owner thereof, including, without limiting the generality of the terms, the right to manage, control, sell, convey, exchange, partition, assign, divide, subdivide, improve, or repair; to grant options and to sell upon deferred payments; to lease for terms within or extending beyond

the duration of the Trust concerned for any purpose, including the exploration for and removal of oil, gas and other minerals; to enter into community oil leases, pooling and unitization agreements; to create restrictions, easements and other servitude; to compromise, arbitrate or otherwise adjust claims in favor of or against the Trust; to institute, compromise and defend actions and proceedings at the expense of the Trust Estate; and to carry such insurance as the Trustee may deem advisable.

#### **D. Powers Regarding Securities**

The Trustee shall have, respecting securities, all the rights, powers and privileges of an owner, including the right to vote stock, give proxies, pay assessments and other sums deemed by the Trustee to be necessary for the protection of the Trust Estate; to participate in voting trusts, pooling agreements, foreclosures, reorganizations, consolidations, mergers and liquidations, and in connection therewith to deposit securities with, and transfer title to, any protective or other committee under such terms as the Trustee may deem advisable; to exercise or sell stock subscription or conversion rights; to open an account with a brokerage firm of the choosing of the Trustee in the Trustee's name, in her own behalf, for the purpose of purchasing and selling of all kinds of securities and authorizing such brokerage firm to act upon any orders, including margin orders, options, both covered and uncovered, instructions with respect to such accounts and/or the delivery of securities or money therefrom received from said Trustee; and to retain

as an investment any securities or other property received through the exercise of any of the foregoing powers. The Trustee is further authorized to sign, deliver and/or receive any documents necessary to carry out the powers contained within this paragraph.

#### **E. Exercise Stock Options**

The Trustee is expressly authorized in the Trustee's sole discretion to exercise any option to purchase stock under any stock option purchase plan in which the Trustor is a participant or may hold such option rights to the extent that any such option rights may be exercised by the Trustee even though the stock involved is stock of a corporation which may be serving as corporate Trustee hereunder, regardless of the amount of such stock or the percentage of the Trust Estate which may be invested in such stock before or after any purchase under such option.

#### **F. Investment Powers**

##### **1. General**

The Trustee has the power to invest and reinvest principal and income, to purchase or acquire therewith every kind of property, real, personal or mixed, and every kind of investment, specifically including, but not by way of limitation, shares in one or more mutual funds, in any Common Trust Funds administered by the Trustee, corporate obligations of every kind, and stock, preferred or common, which persons of prudence and discretion and intelligence acquire for their own accounts.

The Trustee is further authorized to buy, sell and trade in securities of any

nature (including short sales) on margin, and for such purpose may maintain and operate margin accounts with brokers, any may pledge any securities held or purchased by it with such brokers as security for loans and advances made to the Trustee.

## 2. Life Insurance and Annuities

The Trustee is authorized in the Trustee's discretion to buy policies of life insurance and/or annuities on the life or for the benefit of any Trust Beneficiaries and to hold and pay for the same as an investment and asset of the Trust, at any time and upon successive occasions, the premiums to be charged against income or principal, as the Trustee shall determine.

The Trustee shall have the following powers, duties and discretion with respect to policies of life insurance held as a part of the Trust Estate.

a. The Trustee may pay premiums, assessments or other charges with respect to such policies together with all other charges upon such policies or otherwise required to preserve them as binding contracts, but shall be under no duty to do so.

b. In the event that the Trustee intends not to pay any premium, assessment or other charge with respect to any policy held by it, or otherwise to cancel, convert or substantially modify any such policy, it shall first give the insured, or the guardian of the person of an insured under disability, at least fifteen (15) days advance written notice of its intention to take such action.

c. Any amounts received by the Trustee with respect to any policy as a

dividend shall be treated as principal.

d. Upon the receipt of proof of death of any person whose life is insured for the benefit of any Trust hereunder, or upon maturity of any policy payable to a Trustee prior to the death of the insured, the Trustee shall collect all sums payable with respect thereto and shall thereafter hold such sums as principal of the respective Trust Estate, except that any interest paid by the insurer for a period subsequent to maturity shall be considered as income.

e. The Trustee may accept any payments due it under any settlement arrangement made before or after the death of the insured and may exercise any rights available to it under such arrangement.

f. The Trustee may compromise, arbitrate or otherwise adjust claims upon any policies, and may, but shall not be required to exercise any settlement options available under such policies. The receipt of the Trustee to the insurer shall be a full discharge and the insurer is not required to see to the application of the proceeds.

#### **G. Determination of Income and Principal**

The Trustee shall have the power and the authority to determine income and principal, and how receipts and disbursements, including the fees to the Trustee, shall be credited, charged or apportioned as between income and principal; however, all such determination shall be made in accordance with the law of the state of the situs of the Trust, and the decision and the accounts of the Trustee, in

accordance with said provisions, shall be binding on all persons in interest.

Notwithstanding the foregoing, the Trustee shall: (1) allocate to principal all dividends or other payments made by any corporation or mutual investment company that are designated by the company as a distribution of capital gains; (2) where a premium has been paid or a discount received in connection with the purchase of a bond, amortize such premium or discount by making an appropriate charge or credit to income as the case may be; and (3) charge income from time to time with a reasonable reserve for (a) depreciation of all income-producing depreciable real or personal property, and capital improvements and extraordinary repairs on income producing property; (b) depletion of all depletable natural resources; and © all intangible property having a limited economic life. Such allocations and charges need not be made, however, if written consents are obtained from all income Beneficiaries and remaindermen, vested or contingent, living and competent to act.

#### **H. Distributions to or for Minor or Incompetent**

If at any time any Beneficiary entitled to receive income and/or principal hereunder shall be a minor or an incompetent or a person whom the Trustee deems to be unable, wisely or properly, to handle funds if paid to him or her directly, the Trustee may make any such payments, in the Trustee's discretion, in any one or more, or any combination of the following ways:

1. Directly to such Beneficiary, or

2. To the natural guardian or the legally appointed guardian, conservator or other fiduciary of the person or estate of such Beneficiary, or
3. To any person or organization furnishing support for the Beneficiary, or
4. By the Trustee retaining the principal and making expenditures directly for the support of such Beneficiary.

The Trustee shall not be required to see to the application of any funds so paid or applied, and the receipt of such payee if disbursed for such purpose in the best judgment of the Trustee shall be full acquittance to the Trustee. The decision of the Trustee as to direct payments or application of funds in the manner herein prescribed shall be conclusive and binding upon all parties in interest if made in good faith. The Trustee is requested to make all such disbursements in a way calculated to dispense with the necessity of guardianship proceedings.

The Trustee may, in its sole and absolute discretion, require such reports and take such steps as it may deem requisite to assume and enforce the due application of such money to the purposes aforesaid.

#### **I. Disbursement for Funeral and Last Illness**

The Trustee may pay for the last illness, funeral and burial expenses of the Trustor or any other Beneficiary of this Trust unless adequate provision shall have been made therefor through the Trustor's Probate Estate or otherwise.

#### **J. Notification of Trustee**

Until the Trustee shall receive written notice of any birth, marriage, death, or

other event upon which the right to payment from this Trust may depend, the Trustee shall incur no liability for disbursements or distributions made or omitted in good faith.

#### **K. Division of Trust**

In making the distributions to any Trust share created under this Agreement, the Judgment of the Trustee concerning the valuation of assets distributed shall be binding and conclusive upon all Beneficiaries. The Trustee may distribute the shares to the various Trusts or to Beneficiaries by making distribution in cash, or in kind, or partly in cash and partly in kind, or in undivided interests, in such manner as the Trustee in its sole and absolute discretion deems advisable. The Trustee may sell such property as it deems necessary to make any such division or distribution. The Trustee shall not be required to make physical division of the Trust property, except when necessary for the purposes of distribution, but may, in the Trustee's discretion, maintain and keep the assets of any separate trusts in one or more consolidated trust funds, and as to each consolidated trust fund, the division into various shares comprising such trust fund need to be made only upon the Trustee's books of account, in which each separate Trust shall be allotted its proportional share of the principal and income of the consolidated fund and shall be charged with its proportionate part of expenses thereof.

#### **L. Provision for Taxes**

Upon the death of the Trustor or any other Beneficiary, any estate, inheritance,

succession or other death taxes, duties, charges or assessments, together with interest, penalties, costs, Trustee's compensation and attorney's fees which shall become due by reason of the Trust Estate or any interest therein being includable in the Estate of the Trustor or such other Beneficiary for such tax purposes, may be paid from the Trust Estate by the Trustee, in its discretion, unless other adequate provision shall have been made therefor. The Trustee may make such payments directly, or to the Executor or other fiduciary of the Trustor or such other Beneficiary and may rely upon the written statement of such fiduciary as to the amount and propriety of such taxes, interest, penalties and other costs. The decision of the Trustee as to any such payments shall be conclusive and binding upon all parties interested in this Trust or such Estate. If the Trust Estate shall be then insufficient or if it be then terminated, the Trustee shall be reimbursed by the persons to whom the Trust Estate shall have been distributed, to the extent of the amount received by each distributee. The Trustee, before making any distribution of either income or principal, may accordingly require a refunding agreement or may withhold distribution pending determination or release of any tax lien.

The Trustee is authorized to acquire by purchase, exchange or otherwise, property, real, personal or mixed, from the Executor or Administrator of the Estate of any Beneficiary of this Trust, even though such property may not be of a character prescribed by law or by the terms of the Trust instrument or the investment of trust funds, and although the acquisition of such property may result in a large

percentage or all of the Trust Estate being invested in one class of property. The Trustee is expressly authorized to retain the property so acquired so long as it shall deem this advisable and to make secured or unsecured loans to the Executor or Administrator of such Estate upon such terms as the Trustee shall deem advisable, such procedures being authorized to the extent that they do not adversely affect or diminish the deduction available to the Estate. Such purchases or loans shall be without liability to the Trustee for loss resulting to the Trust Estate therefrom. In any dealings with the fiduciary of the Estate, the Trustee may rely upon the statement of such fiduciary as to all material facts.

#### **M. Payment of Trust Expenses**

The Trustee shall have the authority to pay all costs, charges and expenses of the Trust Estate, together with reasonable compensation for the Trustee's services hereunder, including services in whole or partial distribution of the Trust Estate; and to employ and compensate from the Trust Estate such agents, assistants and attorneys as in the Trustee's judgment shall be necessary to protect and manage the Trust property.

#### **N. Commence or Defend Litigation**

The Trustee may commence or defend such litigation with respect to the Trust or any property of the Trust Estate and the Trustee may deem advisable at the expense of the Trust.

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#### **O. Compromise Claims**

The Trustee may compromise or otherwise adjust any claims or litigation against or in favor of the Trust.

#### **P. Adjustment for Tax Consequences**

The Trustee shall have the power, in the Trustee's absolute discretion, to take any action and to make any election to minimize the tax liabilities of this Trust and its Beneficiaries and to allocate the benefits among the various Beneficiaries and to make adjustments in the rights of any Beneficiaries or between the income and principal accounts, to compensate for the consequences of any tax election or any investment or administrative decision that the Trustee believes has had the effect of directly or indirectly preferring one Beneficiary or a group of Beneficiaries over others.

#### **Q. Right of Trustee to Probate Trust Assets**

Notwithstanding any other provisions of this Trust Agreement, the Trustee may, in its sole discretion, direct the Executor of the Will of the Trustor, to subject up to and including all Trust assets to the jurisdiction of the Probate Court as if no living transfers had been made to the Trust.

#### **R. Budget Income and Expenses**

The Trustee shall have the power to budget the estimated annual income and expenses of the Trust or Trust share in such manner as to equalize as far as possible periodic income payments to Beneficiaries.

### **S. Interest**

The Trustee shall not pay interest on any distributions required to be made in the Trust Agreement.

## **ARTICLE VIII. GENERAL PROVISIONS**

The administration of any Trust provided for herein shall be subject to the following general provisions.

### **A. Annual Accounting**

The Trustee shall render an annual accounting to the Beneficiary or Beneficiaries of the Trust not more than one hundred twenty (120) days following the close of the fiscal year of the Trust.

### **B. Spendthrift Clause**

The interest of the Beneficiaries in the principal and/or income of the Trust shall not be subject to the claim or claims of their creditors or others, nor to legal process, and may not be voluntarily or involuntarily alienated or encumbered.

### **C. Partial Invalidity**

If any provision of this instrument is void, invalid or unenforceable, the remaining provisions shall nevertheless be valid and carried into effect. If any Trust herein established exceeds the longest permissible period, it shall persist in its period for the longest period permissible, then terminate.

### **D. Headings**

The headings in this instrument are for convenience only and are not part of

the text.

#### **E. Situs of Trust**

The situs of the Trust shall be California. The situs of the Trust may be transferred from California to such other jurisdiction as the majority of the income Beneficiaries may designate, however, only upon written notice given to the Trustee.

#### **F. Counterparts**

This Agreement may be executed in any number of counterparts and each shall constitute an original of one and the same instrument.

#### **G. Application to Probate Court**

If any disputes arise as to interpretation of this Agreement, or there is need to obtain Court approval of any accounting or any interpretation in regard to this Agreement, the Trustor directs the Trustee to make application to the Probate Court; it being the intent of the Trustor that the Probate Court shall not assume continuing jurisdiction.

#### **H. Trust Shares or Subshares**

For purposes of simplicity, the Trustor has used in this Trust Agreement the terms "shares" and "subshares." The Trustor intends, however, that each share or subshare shall be a separate Trust.

#### **I. Number and Gender**

As used in this Trust Agreement, the masculine, feminine and neuter gender, and the plural and singular number shall each be deemed to include the others

when the context so indicates.

This is to witness that I, **DIA KENSHALO ABRAMS**, have read the provisions of the **DIA KENSHALO ABRAMS TRUST AGREEMENT** and understand the provisions herein.

**IN WITNESS WHEREOF**, the provisions of this Declaration of Trust shall bind, **DIA KENSHALO ABRAMS**, as Trustor, and, **DIA KENSHALO ABRAMS**, as Trustee; Successor Trustees assuming the role of Trustee hereunder, and the Beneficiaries of this Trust, as well as their successors and assigns.

Dated at Hemet, California this 16<sup>th</sup> day of December, 2016.

**TRUSTOR:**

  
**DIA KENSHALO ABRAMS**

**TRUSTEE:**

  
**DIA KENSHALO ABRAMS**

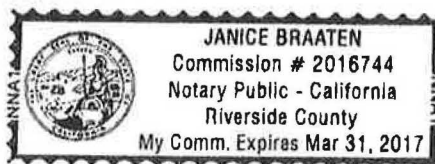
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California, County of Riverside

On 12/16, 2016, before me, Janice Braaten, Notary Public, personally appeared DIA KENSHALO ABRAMS, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her authorized capacity, and that by her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument. I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Janice Braaten  
Janice Braaten, Notary Public



[SEAL]

[NOTARY ACKNOWLEDGMENT CONTINUED ON NEXT PAGE]  
[NOTARY ACKNOWLEDGMENT CONTINUED FROM PREVIOUS PAGE]

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California, County of Riverside

On 12/16, 2016, before me, Janice Braaten, Notary Public, personally appeared DIA KENSHALO ABRAMS, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her authorized capacity, and that by her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument. I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Janice Braaten  
Janice Braaten, Notary Public



[SEAL]

\* \* \*

## DEED OF GIFT

**THE UNDERSIGNED**, as Trustor under that certain Trust Agreement dated **December 16, 2016**, does hereby deliver and transfer to the Trustee under the above-mentioned Trust the following personal property:

1. ALL PERSONAL EFFECTS, including but not limited to:
  - A. Jewelry;
  - B. Clothing;
  - C. Collections;
2. ALL CASH;
3. ALL DEPOSIT ACCOUNTS, including but not limited to: all Checking, Saving, Certificates of Deposit, Credit Union and Brokerage Accounts;
4. ALL FURNITURE, FURNISHINGS, AND ANTIQUES;
5. ALL PETS, ANIMALS AND LIVESTOCK.

DATED: DECEMBER 16, 2016

  
DIA KENSHALO ABRAMS

## **SCHEDULE "A"**

1. Real property located in Riverside County, State of California with A.P.N. 567-170-002-0

### **Legal Description:**

The North half of the Northeast quarter of the Southwest quarter of the Southeast quarter of Section 28, Township 5 South, Range 3 East, San Bernardino Base and Meridian, as shown by United States Government Survey Recorded as Instrument No. 61518, in Book 3173, Page 191 of Official Records.

2. Real property located in Riverside County, State of California with A.P.N. 567-170-006

### **Legal Description:**

The South half of the Northeast quarter of the Southwest quarter of the Southeast quarter of Section 28, Township 5 South, Range 3 East, San Bernardino Meridian, in the County of Riverside, State of California, according to the Official Plat thereof.

3. Real property located in Riverside County, State of California with A.P.N. 567-170-010-7

### **Legal Description:**

The North half of the Southeast quarter of the Southwest quarter of the Southeast quarter of Section 28, Township 5 South, Range 3 East, San Bernardino Meridian, in the County of Riverside, State of California, according to the Official Plat thereof.

4. Real property located in Riverside County, State of California with A.P.N. 567-190-002-2

### **Legal Description:**

PARCEL 1:

THE NORTH HALF OF THE NORTHWEST QUARTER SECTION 35, TOWNSHIP 5 SOUTH, RANGE 3 EAST, SAN BERNARDINO MERIDIAN, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT THEREOF.

PARCEL 2:

THE SOUTH HALF OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER; THE SOUTH HALF OF THE NORTH HALF OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER; AND SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 26, TOWNSHIP 5 SOUTH, RANGE 3 EAST, SAN BERNARDINO MERIDIAN, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS SHOWN BY UNITED STATES GOVERNMENT SURVEY.

EXCEPTING THEREFROM THE PORTION THEREOF CONVEYED TO HUGH HOWARD, BY DEED RECORDED OCTOBER 31, 1934 IN BOOK 201, PAGE(S) 146, OF THE OFFICIAL RECORDS OF THE RIVERSIDE COUNTY, CALIFORNIA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING ON THE WESTERLY LINE OF SAID SECTION 26, AT A POINT NORTH 00° 04' WEST 273.14 FEET FROM THE SOUTHWEST CORNER OF SAID SECTION;

THENCE NORTH 00° 04' WEST, ALONG SAID WESTERLY LINE 718.50 FEET;

THENCE SOUTH 89° 54' EAST, 143.84 FEET;

THENCE SOUTH 00° 04' EAST, 718.50 FEET;

THENCE NORTH 89° 54' WEST, 143.84; TO THE POINT OF BEGINNING.

PARCEL 3:

THAT PORTION OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 26, TOWNSHIP 5 SOUTH, RANGE 3 EAST, SAN BERNARDINO MERIDIAN, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT THEREOF, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 26; THENCE CONTINUING NORTH 0° 04' WEST, 273.14 FEET TO THE TRUE POINT OF BEGINNING;

THENCE CONTINUING NORTH 0° 04' WEST 718.50 FEET;  
THENCE SOUTH 89° 54' EAST 143.84 FEET;  
THENCE SOUTH 0° 4' EAST 718.50 FEET;  
THENCE NORTH 89° 54' WEST 143.84 FEET TO THE POINT OF  
BEGINNING.

NOTE: SAID PROPERTY IS ALSO SHOWN ON RECORD OF SURVEY ON  
FILE IN BOOK 11, PAGE(S) 2, OF RECORDS OF SURVEY.

5. Real property located in Riverside County, State of California with A.P.N.  
568-250-005-7

Legal Description:

Lot 31 of tract 4074-4 in the County of Riverside, State of California, as  
shown by Map on file in Book 78, Page(s) 47 Through 58, inclusive of  
Maps, Records of Riverside County, California.

6. Real property located in Riverside County, State of California with A.P.N.  
568-250-008-0 and 568-250-007-9

Legal Description:

LOT 33 OF TRACT 4074-4, COUNTY OF RIVERSIDE, STATE OF  
CALIFORNIA, AS PER MAP RECORDED IN BOOK 78, PAGES 47  
THROUGH 58 OF MISCELLANEOUS MAPS, ON THE OFFICE OF  
THE COUNTY RECORDER OF SAID COUNTY.

# EXHIBIT 2

**FIRST AMENDMENT AND COMPLETE RESTATEMENT OF  
THE DIA KENSHALO ABRAMS TRUST  
UDT December 16, 2016**

**DATED: May 22, 2020**

**DENNIS J. HEALEY  
HEALEY & HEALEY  
ATTORNEYS AT LAW  
74-075 EL PASEO, SUITE A-5  
P.O. DRAWER 3366  
PALM DESERT, CALIFORNIA 92261-3366  
(760) 568-5661**

**FIRST AMENDMENT AND COMPLETE RESTATEMENT OF  
THE DIA KENSHALO ABRAMS TRUST  
UDT December 16, 2016**

**ARTICLE I            FACTS AND DECLARATIONS:**

DIA KENSHALO ABRAMS declares that as **TRUSTOR** she established the DIA KENSHALO ABRAMS TRUST on December 16, 2016.

Pursuant to the powers retained by said **TRUSTOR** in Article II of the original Trust, said **TRUSTOR** hereby elects to amend and restate all of the provisions of the Trust. Any provisions of the original Trust which are not restated herein are deemed void.

The **TRUSTOR** declares that all property which has become and shall become subject to this Trust shall be held, managed and distributed by the **TRUSTEE** as hereinafter provided.

**1.1    Trustor:**                    DIA KENSHALO ABRAMS

**1.2    Trustee:**                    DIA ABRAMS

**First Alternate:**    KEITH HARPER

**Second Alternate:** DIANA FEDDER

(To serve in the order designated)

**1.3    Date of Original Trust Agreement:**    December 16, 2016

**1.4    Situs of Trust:**            Mountain Center, California

**1.5    Name of Trust:**           DIA KENSHALO ABRAMS TRUST

**1.6    Character of Property Transferred to this Trust:**

Schedule A - Trustor's Separate Property

**1.7    Title Should Be Taken as Follows:**

DIA ABRAMS, Trustee of the DIA KENSHALO ABRAMS TRUST,  
UDT December 16, 2016

**1.8 Family:** The **TRUSTOR** is a widow and has two adult children, namely, CRISARA ABRAMS and CLINTON ABRAMS, and does not have any other children, living or deceased.

## ARTICLE II

### **DISTRIBUTIONS DURING THE LIFE OF THE TRUSTOR**

**2.1 Net Income.** The **TRUSTEE** shall pay the net income of the Trust Estate in monthly or other convenient installments to or for the benefit of the **TRUSTOR** during the **TRUSTOR'S** lifetime.

**2.2 Discretionary Principal Payments.** If the **TRUSTOR** is incompetent, in addition to the net income, the **TRUSTEE** may pay to or for the benefit of the **TRUSTOR**, from principal of the Trust Estate, such sums as the **TRUSTEE** shall, in the **TRUSTEE'S** discretion, deem necessary for the **TRUSTOR'S** reasonable support, health, and maintenance, if the income to which the **TRUSTOR** is entitled is deemed insufficient for such purpose.

In making these payments, the **TRUSTEE** shall take into consideration income or other assets available to the **TRUSTOR** and available for these purposes.

**2.3 Principal.** In addition to the foregoing distributions, the **TRUSTEE** shall pay, from principal of the Trust Estate, such sums as the **TRUSTOR** shall request in a written instrument filed with the **TRUSTEE** from time to time.

## ARTICLE III

### **DISTRIBUTION FOLLOWING THE DEATH OF THE TRUSTOR**

**3.1 Last Illness and Funeral Expenses.** The **TRUSTEE** may pay the expenses of the **TRUSTOR'S** last illness and funeral, from either income or principal at the discretion of the **TRUSTEE**, unless other adequate provisions shall have been made therefore.

**3.2 Division of Trust Estate.** Upon the death of the **TRUSTOR**, the **TRUSTEE** may pay any unpaid debts, expenses of last illness and funeral and burial of the deceased **TRUSTOR**, administrative expenses incurred in the deceased **TRUSTOR'S** Estate, and all estate and death taxes, including interest and penalties, if any, arising by reason of the **TRUSTOR'S** death unless the **TRUSTEE** determines in the **TRUSTEE'S** discretion that the **TRUSTOR'S** Estate has adequate sources from which such debts, expenses and taxes may be paid. Without limiting the authority of the **TRUSTEE**, the **TRUSTEE** shall not be required to make payments of debts and expenses authorized herein unless a written claim is filed with the **TRUSTEE** within 120 days of the date of death of the **TRUSTOR**. No such payments shall be made from funds or property received from any employee's Trust forming a part of a pension, stock bonus or profit sharing plan or life and accident insurance up to the amount of the allowable exclusion for inheritance tax purposes. The

**TRUSTEE** shall divide the remaining Trust Estate, including all property received as the result of the Decedent's death, as follows:

3.2.1 The **TRUSTEE** shall distribute the sum of five thousand (\$5,000) dollars to ISIDRO GARCIA, or if he predeceases the **TRUSTOR** this gift shall lapse and become part of th residue of the trust.

3.2.2 The **TRUSTEE** shall distribute the sum of five thousand (\$5,000) dollars to JULIE STANFORD, or if she predeceases the **TRUSTOR** this gift shall lapse and become part of th residue of the trust.

3.3 **Residue of the Trust.** The **TRUSTEE** shall distribute the rest, residue, and remainder of the Trust to KEITH HARPER, or if he predeceases the **TRUSTOR**, the residue shall be distributed to DIANA FEDDER.

3.4 **Death of Primary Beneficiaries.** Upon termination of this Trust, if both of the beneficiaries have predeceased the **TRUSTOR**, the Trust assets shall be distributed to the person or persons who would be the heirs at law of the **TRUSTOR**, their identities and respective shares to be determined as of the date of such termination, and according to the laws of the State of California then in force respecting intestate succession to separate property not acquired from a parent, grandparent, or previously deceased spouse.

#### ARTICLE IV                      **RIGHTS RESERVED BY TRUSTOR OR CONFERRED UPON OTHERS**

4.1 **Amendment and Revocation.** The **TRUSTOR**, by written instrument filed with the **TRUSTEE**, may revoke this Trust in whole or in part, alter or divest the interest of or change beneficiaries, and with the **TRUSTEE'S** written consent, may amend this Agreement in any other respect. Amendments may be canceled or amended in like manner.

Any property revoked by the **TRUSTOR** shall be delivered to the **TRUSTOR** and shall retain the character it had at the time it was transferred to this Trust.

A guardian or conservator of the person or estate of the **TRUSTOR** or any beneficiary of this Trust shall not by virtue of such office, have the power to exercise any power to amend or revoke this Trust or to direct or otherwise control the **TRUSTEE** in any respect.

4.2 **Removal of the Trustee.** The **TRUSTOR** may remove the **TRUSTEE** at any time or the **TRUSTEE** may resign at any time. Should the office of the **TRUSTEE** be vacated, the Successor **TRUSTEE** named in ARTICLE I shall serve in the order indicated. If no Successor **TRUSTEE** is named or none is willing or able to serve then a Successor

**TRUSTEE** shall be appointed by the **TRUSTOR**. If a Successor **TRUSTEE** is not so appointed, a Successor **TRUSTEE** shall be appointed by an instrument in writing signed by all adult beneficiaries not under legal disability and then receiving or entitled to receive income provided that the Successor **TRUSTEE** shall be a bank or trust company having Trust powers with a capital and surplus of at least \$10,000,000.

Any Successor **TRUSTEE** shall have no responsibility for the acts or omissions of any predecessor and shall have no duty to audit or investigate the accounts or administration of a predecessor and shall have no duty to take action to obtain redress for breach of Trust, unless expressly requested to do so in writing by a beneficiary of this Trust.

**4.3 Addition to Trust.** The **TRUSTOR** or any other person may, by Will or other conveyance, add to this Trust property which is acceptable to the **TRUSTEE**.

**4.4 Management of Trust.** There is hereby reserved to the **TRUSTOR**, the power to direct the **TRUSTEE** with respect to the management of the property of such Trust, as hereafter provided:

**4.4.1** The **TRUSTOR**, during the **TRUSTOR'S** lifetime and competency, shall direct the **TRUSTEE** in writing from time to time as to the manner in which the **TRUSTEE** shall exercise any of the discretionary powers stated in ARTICLE V entitled Powers of Trustee. The **TRUSTEE** shall have no duty to request such directions.

**4.4.2** The **TRUSTOR** may, from time to time, by written notice to the **TRUSTEE**, surrender such power in whole or in part, or may resume such power in whole or in part.

**4.4.3** The power reserved to the **TRUSTOR** may be exercised for the exclusive benefit of the **TRUSTOR** and the **TRUSTOR** need not exercise such power in a fiduciary capacity.

**4.4.4** Unless expressly requested by the **TRUSTOR** in writing to provide investment management service, the **TRUSTEE** shall not evaluate or make a recommendation as to the propriety of any such direction, or review or make recommendations respecting the investment or management of any property of the Trust.

When so requested to provide investment management service or on the death or incompetency of the **TRUSTOR**, the **TRUSTEE** shall periodically review the investments of the Trust Estate and shall make such recommendations respecting them as the **TRUSTEE** deems appropriate to conform to the disbursement requirements of the Trust and the investment objectives of the **TRUSTOR**.

4.4.5 The **TRUSTEE** shall comply with such directions and shall incur no liability to any beneficiary for compliance with any directions of the **TRUSTOR**, including directions made during such periods of time as the **TRUSTEE** shall provide investment management service upon the request of the **TRUSTOR**. However, the **TRUSTEE** need not comply with any direction which, in the sole judgment of the **TRUSTEE**, would result in an unreasonable increase in the administrative or ministerial duties of the **TRUSTEE**.

It is the intent of the **TRUSTOR** that, with respect to management of the property of the Trust during any period during which the **TRUSTOR** shall exercise such power, the **TRUSTEE** shall be deemed only a ministerial agent and shall not be liable as a **CO-TRUSTEE** for any loss resulting from any action or non-action so directed. The right of the **TRUSTEE** to refuse to comply with a direction is intended to be for the exclusive benefit of the **TRUSTEE** and shall not be construed to imply a duty to evaluate the propriety or quality of a directed action or non-action.

4.4.6 Upon the inability of the **TRUSTOR** to exercise such power, the **TRUSTEE** shall have and exercise all of the discretionary powers and duties of management of the Trust. Inability to exercise such power shall be defined as: death, appointment of a guardian or conservator of the person or estate, or mental or physical disability as evidenced to the **TRUSTEE** in writing by two licensed physicians, which, in the judgment and sole discretion of the **TRUSTEE**, renders the **TRUSTOR** unable to exercise such power or surrender such power.

4.5 **Reservation of Use and Occupancy of Residential Property.** The term residential property shall, without being intended as a limitation, include dwelling houses, mobile homes, condominiums, co-operative or own-your-own apartment units, and residence units, including life care, in a retirement facility. Title thereto shall, if practical and if permitted by the seller or vendor, be taken in the name of the **TRUSTEE**, otherwise title thereto may be vested in the person entitled to possession.

4.5.1 The **TRUSTOR** may possess and use, without rental or accounting to the **TRUSTEE**, residential property of the **TRUSTOR** which is or may hereafter be conveyed to the **TRUSTEE**. The **TRUSTOR** may, in writing, at any time surrender such right to the **TRUSTEE**, and, by similar notice, from time to time resume such right, provided that such property shall then be available for such use.

4.5.2 While the **TRUSTOR** has the possession and use of such property, the **TRUSTOR** shall continue to assume all responsibilities for the management, care and protection of such property, and the **TRUSTEE** shall have no responsibilities for the management, care or protection of such property, other than passively holding title thereto in its fiduciary capacity, unless expressly requested by the **TRUSTOR** in writing to assume any other responsibility or to provide any specified service for such property, but the **TRUSTEE** may carry insurance, for the **TRUSTEE'S** own protection, at the expense of the Trust.

4.5.3 If the **TRUSTEE** is requested by the **TRUSTOR** in writing to assume any responsibility or to provide any service for such property or after the **TRUSTOR'S** death or incompetency, other than passively holding title thereto, while the **TRUSTOR** has the possession and use thereof, the **TRUSTEE** shall receive additional compensation as provided in the **TRUSTEE'S** Schedule of Fees and Charges, if any.

4.5.4 The **TRUSTOR** agrees to protect and to indemnify the **TRUSTEE** against all losses, liabilities and expenses which may result directly or indirectly from the **TRUSTOR'S** use, possession or management of such property, and the **TRUSTEE** shall have, in addition to any other right conferred by law, a lien upon the income and principal of the Trust Estate for payment thereof, with the right to take possession of and reimburse the **TRUSTEE** from the income and principal.

## ARTICLE V            **POWERS OF THE TRUSTEE**

In addition to all other powers and discretion granted to or vested in the **TRUSTEE** by law or by this instrument, and subject to any limitations stated elsewhere in this instrument, the **TRUSTEE** shall have the following powers and discretion:

5.1    **General Powers.** To do all such acts, take such proceedings and exercise all such rights and privileges in the management of the Trust Estate as if it were the absolute owner thereof, including, without limiting the generality of the terms, the powers set forth hereinafter.

5.2    **Power of Sale.** To hold, manage, operate, control, repair, preserve, improve, partition, divide, subdivide, sell (at public or private sale and for cash or on credit), convey, exchange, convert, grant options on, or otherwise deal with Trust property.

5.3    **Power to Lease.** To lease for terms either within or beyond duration of this Trust including oil, gas and other mineral leases, on such terms as the **TRUSTEE** may deem proper, and to enter into pooling, unitization, re-pressurization, community and other types of agreements relating to the development, operation and conservation of mineral properties.

5.4    **Power to Loan.** To loan the Trust Estate or any part thereof.

5.5    **Power to Manage Securities.** To vote stock, give proxies, pay calls for assessments, sell or exercise stock subscription or conversion rights, to participate in foreclosures, reorganization, consolidations, mergers, liquidations, pooling agreements and voting trusts, assent to corporate sales and other acts and, in connection therewith, to deposit securities with and transfer title to any protective or other committee under such terms as the **TRUSTEE** may deem advisable.

**5.5.1 Power to Maintain Margin Account.** The **TRUSTOR-TRUSTEE** is specifically vested with the power to open, operate and maintain a securities brokerage account wherein any security may be bought or sold on margin. This power shall be effective so long as the **TRUSTOR** is either the **TRUSTEE** or **CO-TRUSTEE** of the Trust. At such time as the **TRUSTOR** is no longer a **TRUSTEE** or **CO-TRUSTEE** of this Trust, this power shall be modified to allow the **SUCCESSOR TRUSTEE** to maintain the margin account, but the said **TRUSTEE** shall not have the power to further encumber the margin account, and shall pay the obligations thereon, up to and including the whole amount thereof, in the ordinary course of handling the Trust Estate.

**5.6 Power to Hold Securities in Name of Nominee.** To hold securities or other property in the **TRUSTEE'S** own name or in the name of the **TRUSTEE'S** nominee without disclosing any fiduciary relation.

**5.7 Power to Insure.** To obtain and carry, at the expense of the Trust Estate, insurance of such kind and in such form and amount as the **TRUSTEE** deems advisable to protect the **TRUSTEE** and the Trust Estate against any hazard.

**5.8 Power to Borrow Money and Hypothecate Trust Assets.** To borrow money for any Trust purposes, hypothecate the Trust Estate or any part thereof and replace, renew and extend any encumbrance thereon, on such terms, conditions and security as may be determined by the **TRUSTEE** and to pay loans or other obligations of the Trust Estate, as the **TRUSTEE** in the **TRUSTEE'S** discretion deems advisable.

**5.9 Power to Retain Trust Property.** To hold and retain any securities, properties, or other investments for such length of time as the **TRUSTEE** deems advisable.

**5.10 Power to Invest.** To invest, reinvest, purchase, acquire, exchange and sell property for the benefit of this Trust, the **TRUSTEE** shall exercise the judgment and care, under the circumstances then prevailing, which men of prudence, discretion and intelligence exercise in the management of their own affairs, not in regard to speculation, but in regard to the permanent disposition of their funds, considering the probable income as well as the probable safety of their capital. Within the limitations of the foregoing standard, the **TRUSTEE** is authorized to acquire every kind of property and every kind of investment, specifically including but not limited to corporate obligations of every kind and stocks, preferred or common, which men of prudence, discretion and intelligence acquire for their own account.

**5.11 Power to Make Payment to Minor Beneficiaries.** If, at any time, or from time to time, any beneficiary entitled to receive income or principal hereunder is a minor, the **TRUSTEE** may make any such payments in any one or more of the following ways:

- a. Directly to such beneficiary;

b. To the natural guardian, or the legally appointed guardian or other fiduciary of the person or estate of such beneficiary;

c. To any person or organization furnishing care, support, maintenance or education for such beneficiary; or

d. By making expenditures directly for the care, support, maintenance, or education of such beneficiary.

The **TRUSTEE** shall not be required to see the application of any funds so paid or applied and the receipt of such payee shall be full acquittance to the **TRUSTEE**. The decision of the **TRUSTEE** as to direct payments or application of funds shall be conclusive and binding upon all parties in interest.

**5.12 Power to Compromise Claims.** The **TRUSTEE** may, in connection with the **TRUSTEE'S** management of the Trust Estate or the collection of any monies due or payable to the **TRUSTEE** as the **TRUSTEE** hereunder, compromise or abandon any claims existing in favor of or against the Trust Estate.

**5.13 Distribution or Division in Kind.** On any division of the Trust Estate into separate shares or Trusts and on any distribution, the **TRUSTEE** may apportion and allocate the assets of the Trust Estate in cash or in kind, or partly in cash and partly in kind, or in undivided interests, in such manner as the **TRUSTEE** deems advisable. The **TRUSTEE** may sell such property as the **TRUSTEE** deems necessary to make any such division or distribution. After any division of the Trust Estate, the **TRUSTEE** may make joint investment with funds from some or all of the several shares of Trusts. There need be no physical segregation or division of the various Trusts except as segregation or division may be required by the termination of any of the Trusts, but separate accounts shall be kept for the different undivided interests.

**5.14 Termination in Trustee's Discretion.** If the value of the assets held in any Trust hereunder, at any time becomes less than \$10,000, such Trust may terminate. If any Trust, in the absolute discretion of the **TRUSTEE**, (a) becomes sufficiently small in value that the administration thereof is no longer economically desirable, or (b) the cost thereof is disproportionate to the value of the assets, or (c) the continuation thereof is no longer in the best interest of the beneficiary or beneficiaries, the **TRUSTEE** may terminate such Trust. On termination as herein provided, the **TRUSTEE** shall distribute the property of such Trust to the person or persons, and in the proportion, then entitled to receive the income therefrom, insofar as specified in such Trust, otherwise in equal shares.

**5.15 Power to Employ Agents.** To delegate discretionary or ministerial powers to agents, obtain necessary advice and services, and pay all expenses and fees so incurred.

**5.16 Power to Deal With Life Insurance.** To hold, retain, purchase, dispose of and otherwise deal with life insurance, annuities, or other forms of insurance on the life or lives of any beneficiary or beneficiaries hereunder, or upon the life or lives of others for the benefit of any such beneficiary or beneficiaries, paying all premiums and costs thereof from the income or principal of the specific Trust of the beneficiary.

**5.17 Power to Employ Counsel.** To consult with legal counsel with respect to the construction of the Trust Agreement or the **TRUSTEE'S** duties hereunder, or with respect to any legal proceedings or any question of law, and the **TRUSTEE** shall be fully protected with respect to any action taken or omitted by the **TRUSTEE** in good faith pursuant to the advice of such counsel.

**5.18 Power to Purchase from Estate.** To purchase any assets from the **TRUSTOR'S** Testamentary Estate at fair market value on such terms and in such quantities as the **TRUSTEE** deems advisable.

**5.19 Power to Lend to Estate.** To lend to the Testamentary Estate of the **TRUSTOR** upon such terms and in such amounts as the **TRUSTEE** deems advisable, funds or assets belonging to the Trust Estate.

**5.20 Power to Abandon Property.** To abandon any Trust asset which the **TRUSTEE**, in the **TRUSTEE'S** discretion, deems (a) valueless, or (b) insufficiently valuable to warrant the expense of retaining or maintaining, and to take such action as will dispose of said asset, including but not limited to abandonment, abstention from tax payments, and sale for a nominal consideration.

**5.21 Power to Purchase Treasury Bonds.** To purchase, in the **TRUSTEE'S** discretion, at less than par, obligations of the United States of America that are redeemable at par in payment of any federal estate tax liability of the **TRUSTOR** in such amounts as the **TRUSTEE** deems advisable. The **TRUSTEE** may purchase such obligations if the **TRUSTEE** has reason to believe that the **TRUSTOR** is in substantial danger of death, and may borrow funds and give security for that purpose. The **TRUSTEE** may resolve any doubt concerning the desirability of making the purchase and its amount in favor of making the purchase and in purchasing a larger, even though somewhat excessive, amount. The **TRUSTEE** shall not be liable to the **TRUSTOR**, any heir of the **TRUSTOR**, or any beneficiary of this Trust for losses resulting from purchases made in good faith. The **TRUSTEE** is directed to redeem any such obligations that are part of Trust corpus to the fullest extent possible in payment of federal estate tax liability of the **TRUSTOR**.

**5.22 Power re Checking, Savings, and Brokerage Accounts.** To open checking, savings, and brokerage accounts in the name of the Trust, and to further establish said accounts with the requirement of the signature of only one **TRUSTEE** on the account.

**5.23 Power to Manage Digital Assets and Access.** To access, control, modify, copy, transfer and delete all of the **TRUSTOR'S** digital or virtual accounts and digital or virtual assets (such as music, pictures, account credits, virtual money, etc.); to access the **TRUSTOR'S** financial accounts protected by web-based logins and passwords; to have access to the **TRUSTOR'S** web-based accounts with service providers such as email, memberships in organizations or commercial enterprises, and social media, all of which require a user name and password for access; and to direct all persons or entities handling such data to deal with him or her, even to the extent of compelling the provider to reset the **TRUSTOR'S** information to data of the **TRUSTOR'S TRUSTEE'S** choosing. This is intended to be the **TRUSTOR'S** consent and authorization under the Electronic Communications Privacy Act of 1986, the Computer Fraud and Abuse Act of 1986 and all other state and federal data privacy and relevant criminal laws. As used in this instrument, "digital or virtual account" means an electronic means of creating, generating, sending, receiving, communicating, storing, displaying, or processing information and "digital or virtual asset" means any asset or right created, generated, sent, received, communicated, or stored by electronic means or on an electronic device or on a system that delivers or stores electronic information.

**5.24 Power to Manage Communications.** The **TRUSTEE** has the power and right to access communications sent to or intended for the **TRUSTOR**, or sent by the **TRUSTOR**, whether by mail, email, electronic transmission, telephone, or other means.

## **ARTICLE VI                    GENERAL ADMINISTRATIVE PROVISIONS**

**6.1 Termination of Beneficiary's Interest - Accrued and Undistributed Income and Expenses.** Upon the termination of the interest of any beneficiary for whom a Trust is then held, any accrued or undistributed net income thereon shall be held and accounted for, or distributed, in the same manner as if it had been accrued or received after the termination of the interest of such beneficiary. The **TRUSTEE** shall not accrue or prorate taxes and other current expenses to the date of such termination of interest.

**6.2 Notice of Events.** Until the **TRUSTEE** receives from some person interested in this Trust, written notice of any death, birth, marriage or other event on which the right to receive income or principal of the Trust Estate may depend, the **TRUSTEE** shall incur no liability for any disbursements or distributions made or omitted in good faith.

**6.3 Spendthrift Provisions.** Except as herein otherwise expressly provided, all income or principal to be paid to any of the beneficiaries shall be paid by the **TRUSTEE** directly to, and only to, the beneficiary, to the personal representative of any beneficiary, or, where authorized, applied for the benefit of any beneficiary. The **TRUSTEE** shall not recognize any transfer, mortgage, pledge, hypothecation, order, or assignment by any beneficiary by way of anticipation of income or principal. The income and principal of any Trust herein shall not be subject to transfer by operation of law, and shall be exempt from

the claims of creditors or other claimants, and from orders, decrees, levies, attachments, garnishments, execution, and other legal or equitable process or proceedings to the fullest extent permissible by law. The **TRUSTEE** may, however, deposit in any bank designated in writing by a beneficiary to his or her credit, income or principal payable to such beneficiary.

**6.4 Acceptance, Law, and Severability.** This Trust has been accepted by the **TRUSTEE** and will be administered in the State of California, and its validity, construction, and all rights thereunder shall be governed by the laws of that State. If any provision of this Trust Agreement should be invalid or unenforceable, the remaining provisions thereof shall continue to be fully effective.

**6.5 Gender, Number, and Captions.** The masculine, feminine or neuter gender and the singular or plural number, shall each be deemed to include the others whenever the context so indicates. The underlined captions in this document are for indexing and location purposes only and shall not be used for construction of this document.

**6.6 Income and Principal Act.** The provisions of the Revised Uniform Principal and Income Act from time to time existing in the statutes of the State of California shall determine what is principal or income of the Trust Estate and the apportionment and allocation of receipts and expenses as between these accounts. Except as otherwise provided by this Agreement, all matters relating to the rights of beneficiaries among themselves which are not governed by the Revised Uniform Principal and Income Act shall be resolved by the **TRUSTEE** in the **TRUSTEE'S** absolute discretion.

Irrespective of the provisions of the Revised Uniform Principal and Income Act of California, if any real property of the Trust held for lease or rental is encumbered by a mortgage, Deed of Trust or land contract, the **TRUSTEE** shall charge against the gross income from such real property that portion of periodic payments on such encumbrance which is allocable to principal under such Act.

The **TRUSTEE** shall determine all problems of accounting by reference to generally accepted accounting principles.

**6.7 Probate Code Provisions.** The provisions of Division 9 of the California Probate Code (§ 15000 *et seq.*), as amended, shall be applicable to this Trust.

**6.8 Rule Against Perpetuities.** Unless sooner terminated in accordance with other provisions of this instrument, each Trust created hereunder shall terminate 21 years after the death of the last survivor of the beneficiaries named in the Will of the **TRUSTOR** and in this instrument and those of their issue who are living at the date this Trust becomes irrevocable. All principal and undistributed income of any Trust so terminated shall be distributed to the then beneficiaries of that Trust in the proportion in which they are, at the time of termination, entitled to receive the income provided, however, if the rights to income

are not then fixed by the terms of the Trust, distribution under this clause, shall be made by right of representation to such issue of said beneficiaries or other persons as are then entitled or authorized, in the **TRUSTEE'S** discretion, to receive payments from that Trust, who are living at the date this Trust becomes irrevocable.

**6.9 Compensation of Trustee.** An individual **TRUSTEE** shall receive reasonable compensation for the individual **TRUSTEE'S** services to this Trust. A **CORPORATE TRUSTEE** shall receive compensation for the **CORPORATE TRUSTEE'S** services in the amount and at the time specified in the **TRUSTEE'S** Schedule of Fees and Charges established from time to time by the **TRUSTEE'S** Trust Department for the administration of Trusts of a character similar to this Trust and in effect when such compensation is payable.

**6.10 Death Taxes.** All estate, inheritance, succession, or other death tax occasioned or payable by reason of the death of the **TRUSTOR**, and all expenses and charges incidental to the determination of payment thereof, whether attributable to assets subject to Probate Administration or to assets included in this Trust or to outside transfers, shall be paid out of principal of the Trust Estate without apportionment, deduction or reimbursement therefore.

**6.10.1** Upon the death of the **TRUSTOR**, subject to any direction as to the payment of death taxes contained in the Will of the **TRUSTOR**, all inheritance, estate or other death taxes (including interest and penalties thereon), payable by reason of the death of the **TRUSTOR**, whether attributable to property subject to Probate Administration or to property held hereunder in Trust or to any other property subject to such death taxes no matter how held or transferred, shall be paid from the principal of the Trust without adjustment among the residuary beneficiaries of such Trust and shall not be charged against or collected from any transferee or beneficiary of any property of said **TRUSTOR** not transferred and disposed of under this Trust Agreement.

**6.10.2 Death Tax Payments to Personal Representatives of the Trustor.** The **TRUSTEE** may pay to the Executors of the Will of the **TRUSTOR** or to the **TRUSTOR'S** Administrators such amounts from the Trust as may be required for the purpose of paying death taxes to the extent authorized under this Article.

**6.11 Gift Taxes.** If, at any time, any gift tax becomes due from the **TRUSTOR**, by reason of the Trust Estate or any interest therein being included for such tax purposes, such gift tax, together with interest penalties, costs, the **TRUSTEE'S** compensation and attorney's fees, may be paid by the **TRUSTEE** from the Trust Estate, unless other adequate provisions shall have been made therefore. Any such payments shall be charged to principal of the share of the Trust Estate or the separate Trust so included.

**6.12 Other Taxes.** The **TRUSTEE** shall have full power and authority to pay from the Trust Estate any other taxes, charges or assessments for which the **TRUSTEE**, the

Trust Estate or any share or separate Trust thereof, as the **TRUSTEE**, in the **TRUSTEE'S** discretion, deems proper.

**6.13 Preparation of Returns and Method of Payment.** The **TRUSTEE** shall prepare and execute such tax returns and pay such taxes as the **TRUSTEE** shall determine to be necessary. The **TRUSTEE** may make any such tax payments directly or to a personal representative or other fiduciary and the **TRUSTEE** may rely upon a written statement of such fiduciary as to the amount and propriety of such taxes, interest, penalties and other costs, and shall be under no duty to see to the application of any funds so paid.

**6.14 Children.** For the purposes of this instrument, "children" means the blood descendants in the first degree of the parent designated, and "issue" means the blood descendants in any degree of the ancestor designated provided, however, that if a person has been adopted during minority, that person and that person's issue shall be considered as issue of the adopting parent or parents and of anyone who is by blood or adoption an ancestor of the adopting parent or either of the adopting parents.

**6.15 Incompetence.** The words, "incompetent" or "incompetence" as used in this instrument, shall be deemed to include not only persons who have been so declared by a Court of competent jurisdiction, but also persons for whom a guardian or conservator or other fiduciary of the person or estate or both have been appointed by a Court of competent jurisdiction, or who have declared themselves to be incompetent or whom a medical doctor shall certify in writing to be unable to manage his or her financial affairs. The **TRUSTEE** is entitled to presume the competency of all persons until notified in writing that a determination of incompetency has been made as provided herein.

**6.16 Resignation of the Trustee.** The **TRUSTEE** or any **SUCCESSOR TRUSTEE** may resign at any time upon giving 30 days written notice to all adult beneficiaries and to the guardians, conservators or other fiduciary of estates of any minor or incompetent beneficiary who may then be receiving or entitled to receive income hereunder. If no **SUCCESSOR TRUSTEE** is designated in this Trust, then those to whom such notice of resignation may be given shall designate a **SUCCESSOR TRUSTEE** after receipt of notice of resignation. If a **SUCCESSOR TRUSTEE** shall not be so designated, the resigning **TRUSTEE** shall have the right to appoint a **SUCCESSOR TRUSTEE** or the resigning **TRUSTEE** or any such beneficiary of this Trust may secure the appointment of a **SUCCESSOR TRUSTEE** by a Court of competent jurisdiction at the expense of the Trust Estate.

**6.17 No Contest Clause.** If any beneficiary under this Declaration of Trust ("Trust"), or any legal heir of the **TRUSTOR** or any person claiming under any of them, shall contest the **TRUSTOR'S** Last Will ("Will"), or this Declaration of Trust, or shall directly or indirectly seek to impair or invalidate any of the provisions of the **TRUSTOR'S** Will or this Trust, or shall conspire with or voluntarily assist anyone attempting to do any of those things, then in that event the **TRUSTOR** specifically disinherits such contesting person and

all interests given to such contesting person under the Will and this Trust shall be forfeited and shall be disposed of in the same manner provided in both the Will and the Trust, as if that contesting person had predeceased the **TRUSTOR** without issue.

The **TRUSTEE** is authorized to defend any contest against this Declaration of Trust or any of its provisions, and to pay the expenses of the defense from the Trust Estate.

**6.18 Contest Provision.** If any beneficiary of this trust or any trust created under this trust agreement, alone or in conjunction with any other person engages in any of the following actions, the right of the beneficiary to take any interest given to the beneficiary under this trust or any trust created under this trust agreement must be determined as it would have been determined had the beneficiary predeceased the **TRUSTOR** without surviving descendants.

Contests by a claim of undue influence, fraud, menace, duress or lack of testamentary capacity, or otherwise objects in any court to the validity of (a) this trust, (b) any trust created under the terms of this agreement, (c) **TRUSTOR'S** Will, or (d) any beneficiary designation of an annuity, retirement plan, IRA, Keogh, pension or profit sharing plan or insurance policy signed by the **TRUSTOR**, (collectively referred to hereafter in this Section as "Document" or "Documents") or any amendments or codicils to any Document; or

Seeks to obtain an adjudication in any court proceeding that a Document or any of its provisions is void, or otherwise seeks to void, nullify or set aside a Document or any of its provisions; or

Files suit on a creditor's claim filed in a probate of **TRUSTOR'S** estate, against their trust estate, or any other Document, after rejection or lack of action by the respective fiduciary; or

Files a petition or other pleading to change the character (community, separate, joint tenancy, partnership, domestic partnership, real or personal, tangible or intangible) of property already so characterized by a Document; or

Claims ownership in a court proceeding to any asset **TRUSTOR** holds in joint tenancy, other than as a surviving joint tenant; or

Files a petition to determine domestic partnership property as **TRUSTOR'S** cohabitant; or

Files a petition for probate homestead in a probate proceeding of **TRUSTOR'S** estate without the prior written consent of the Personal Representative designated in **TRUSTOR'S** Will; or

Files a petition for family allowance in a probate of **TRUSTOR'S** estate without the prior written consent of the Personal Representative designated in **TRUSTOR'S** Will; or

Files a petition to impose a constructive trust or resulting trust on any assets of the trust estate; or

Participates in any of the above actions in a manner adverse to the trust estate, such as conspiring with or assisting any person who takes any of the above actions;

The **TRUSTEE** is hereby authorized to defend, at the expense of the trust estate, any violation of this Section. A "contest" shall include any action described above in an arbitration proceeding and shall not include any action described above solely in a mediation not preceded by a filing of a contest with a court, notwithstanding the foregoing.

This Section may not be applied so as to cause a forfeiture of any distribution otherwise qualifying for the federal estate tax charitable deduction.

**6.19 Specific Exclusions.** The **TRUSTOR** has specifically excluded her daughter, CRISARA ABRAMS and her issue, and her son, CLINTON ABRAMS and his issue, from any benefits under this Trust and from any benefits under **TRUSTOR'S** Will.


**6.20 Certified Copies.** To the same extent as if it were the original, anyone may rely upon a copy certified by the **TRUSTOR**, by a **TRUSTEE** or by the attorney having possession of the original or an executed copy, to be a true copy of this Revocable Trust Agreement and/or any Amendments thereto (and the writings, if any, endorsed thereon or attached thereto). Anyone may rely fully upon any statements of fact certified by those who appear from the original Revocable Trust Agreement or an executed counterpart or a certified copy thereof to be the **TRUSTOR** or the **TRUSTEE** hereunder.

Dated: May 21, 2020

  
DIA KENSHALO ABRAMS  
Trustor

IN WITNESS WHEREOF the **TRUSTOR** and the **TRUSTEE** have executed this First Amendment and Complete Restatement of The Dia Kenshalo Abrams Trust on this 22 day of May, 2020 at Palm Desert, California.

  
DIA KENSHALO ABRAMS  
Trustor

  
DIA ABRAMS  
Trustee

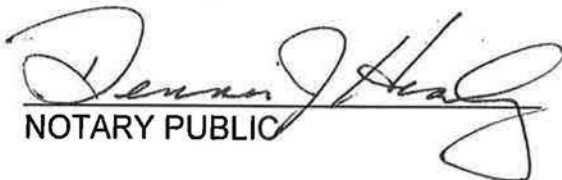
A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

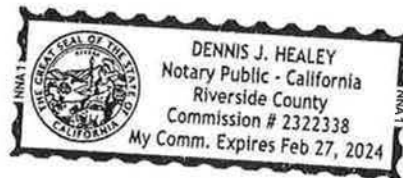
STATE OF CALIFORNIA )  
 ) ss.  
COUNTY OF RIVERSIDE )

On May 22, 2020, before me, DENNIS J. HEALEY, a Notary Public, personally appeared DIA KENSHALO ABRAMS, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her authorized capacity, and that by her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

  
NOTARY PUBLIC



## **SCHEDULE A**

### **TRUSTOR'S SEPARATE PROPERTY**

1. Real property at 58111 Bonita Vista Road, Mountain Center, Riverside County, California designated as APN: 567-190-002-2
2. Real property at 36581 Tool Box Springs Road, Mountain Center, Riverside County, California designated as APN: 568-250-005
3. Real property at 28893 Bonita Vista Road Mountain Center, Riverside County, California designated as APN: 567-170-006
4. Vacant land at Mountain Center, Riverside County, California designated as APN's: 567-170-002 and 567-170-010
5. Checking account at Chase Bank
6. 2006 Lexus

**SCHEDULE B**  
**DISTRIBUTION OF PERSONAL PROPERTY**

**SCHEDULE C**  
**ASSIGNMENT OF PERSONAL PROPERTY**

I, DIA KENSHALO ABRAMS, transfer to DIA ABRAMS, Trustee of the DIA KENSHALO ABRAMS TRUST, established by Trust Agreement signed on, December 16, 2016, as amended, all right, title and interest in and to all corporations, partnerships, sole proprietorships, real property, bank or savings and loan accounts, certificates of deposits, money market accounts, treasury bills, stocks, bonds and similar securities, brokerage and safekeeping accounts, contractual rights and obligations, causes of action, country club memberships, clothing, jewelry, personal effects, motor vehicles, vessels, household furniture, furnishings and equipment, china, silver, glassware, books, hobby collections, frequent flyer miles, pictures, works of art, other items of domestic or household use, and all other property, whether real or personal, tangible or intangible, or held in my name, either individually or in the name of a nominee.

I declare these assets to be assets of the DIA KENSHALO ABRAMS TRUST.

Dated: May 22, 2020

  
DIA KENSHALO ABRAMS

# **EXHIBIT 3**



COPY

UNIFORM STATUTORY FORM POWER OF ATTORNEY  
(California Probate Code Section 4401)

NOTICE: THE POWERS GRANTED BY THIS DOCUMENT ARE BROAD AND SWEEPING. THEY ARE EXPLAINED IN THE UNIFORM STATUTORY FORM POWER OF ATTORNEY ACT (CALIFORNIA PROBATE CODE SECTIONS 4400-4465). IF YOU HAVE ANY QUESTIONS ABOUT THESE POWERS, OBTAIN COMPETENT LEGAL ADVICE. THIS DOCUMENT DOES NOT AUTHORIZE ANYONE TO MAKE MEDICAL AND OTHER HEALTH-CARE DECISIONS FOR YOU. YOU MAY REVOKE THIS POWER OF ATTORNEY IF YOU LATER WISH TO DO SO.

**I, DIA KENSHALO ABRAMS, appoint:**

Primary Agent:

Name: KEITH HARPER  
Address: PO Box 1  
Mountain Center, CA 92561

Phone: 970-325-0100

First Alternate Agent:

Name: DIANE FEDDER  
Address: 60122 Hop Patch Spring Road  
Mountain Center, CA 92561

Phone: 760-861-1705

as my agent (attorney-in-fact), for me in any lawful way with respect to the following initialed subjects:

TO GRANT ALL OF THE FOLLOWING POWERS, INITIAL THE LINE IN FRONT OF (N) AND IGNORE THE LINES IN FRONT OF THE OTHER POWERS.

TO GRANT ONE OR MORE, BUT FEWER THAN ALL, OF THE FOLLOWING POWERS, INITIAL THE LINE IN FRONT OF EACH POWER YOU ARE GRANTING.

TO WITHHOLD A POWER, DO NOT INITIAL THE LINE IN FRONT OF IT. YOU MAY, BUT NEED NOT, CROSS OUT EACH POWER WITHHELD.

**INITIAL**

- \_\_\_\_\_ (A) Real property transaction  
\_\_\_\_\_ (B) Tangible personal property transactions.  
\_\_\_\_\_ (C) Stock and bond transactions.  
\_\_\_\_\_ (D) Commodity and option transactions.  
\_\_\_\_\_ (E) Banking and other financial institution transactions.  
\_\_\_\_\_ (F) Business operating transaction.  
\_\_\_\_\_ (G) Insurance and annuity transactions.  
\_\_\_\_\_ (H) Estate, trust, and other beneficiary transactions.  
\_\_\_\_\_ (I) Claims and litigation  
\_\_\_\_\_ (J) Personal and family maintenance.  
\_\_\_\_\_ (K) Benefits from social security, medicare, medicaid, or other governmental  
program, or civil or military service.  
\_\_\_\_\_ (L) Retirement plan transactions.  
DA (M) Tax matters.  
DA (N) ALL OF THE POWERS LISTED ABOVE.

YOU NEED NOT INITIAL ANY OTHER LINES IF YOU INITIAL LINE (N).

**SPECIAL INSTRUCTIONS:**

On the following lines you may give special instructions limiting or extending the powers granted to your agent.

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UNLESS YOU DIRECT OTHERWISE ABOVE, THIS POWER OF ATTORNEY IS EFFECTIVE IMMEDIATELY AND WILL CONTINUE UNTIL IT IS REVOKED.

This power of attorney will continue to be effective even though I become incapacitated.

STRIKE THE PRECEDING SENTENCE IF YOU DO NOT WANT THIS POWER OF ATTORNEY TO CONTINUE IF YOU BECOME INCAPACITATED.

EXERCISE OF POWER OF ATTORNEY WHERE MORE THAN ONE AGENT DESIGNATED.

If I have designated more than one agent, the agents are to act

---

IF YOU APPOINTED MORE THAN ONE AGENT AND YOU WANT EACH AGENT TO BE ABLE TO ACT ALONE WITHOUT THE OTHER AGENT JOINING, WRITE THE WORD "SEPARATELY" IN THE BLANK SPACE ABOVE. IF YOU DO NOT INSERT ANY WORD IN THE BLANK SPACE, OR IF YOU INSERT THE WORD "JOINTLY", THEN ALL OF YOUR AGENTS MUST ACT OR SIGN TOGETHER.

I agree that any third party who receives a copy of this document may act under it. Revocation of the power of attorney is not effective as to a third party until the third party has actual knowledge of the revocation. I agree to indemnify the third party for any claims that arise against the third party because of reliance on this power of attorney.

Signed on May 22, 2020

  
DIA KENSHALO ABRAMS

BY ACCEPTING OR ACTING UNDER THE APPOINTMENT, THE AGENT ASSUMES THE FIDUCIARY AND OTHER LEGAL RESPONSIBILITIES OF AN AGENT.

A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

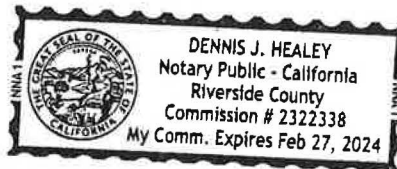
STATE OF CALIFORNIA )  
 ) ss.  
COUNTY OF RIVERSIDE )

On May 22, 2020, before me, DENNIS J. HEALEY, a Notary Public, personally appeared DIA KENSHALO ABRAMS, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument, and acknowledged to me that she executed the same in her authorized capacity, and that by her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

  
NOTARY PUBLIC



# EXHIBIT 4

January 13, 2021

**Via U.S. Mail and Email**

Mr. Keith Harper  
15 CR 3262  
Aztec, New Mexico 87410  
Email: [Durangotang48@gmail.com](mailto:Durangotang48@gmail.com)

**Re: Dia Abrams**

Dear Mr. Harper:

On January 11, 2021, we sent you the enclosed letter at three other mailing addresses, but we are now sending it to you at this additional mailing address and at your email address to ensure you receive the letter in time to respond by the January 18, 2021 deadline.

Very truly yours,



Matthew Owens

cc: Clients  
Scott J. Ingold, Esq.  
Tara R. Burd, Esq.  
Dennis J. Healey, Esq.

January 11, 2021

**Via U.S. Mail**

Mr. Keith Harper  
PO Box 1  
Mountain Center, CA 92561

Mr. Keith Harper  
58111 Bonita Vista  
Mountain Center, CA 92561

Mr. Keith Harper  
4212 N Dustin Avenue  
Farmington, NM 87401

**Re: Dia Abrams**

Dear Mr. Harper:

This firm represents Crisara Abrams and Clinton Abrams. My clients need information from you as fiduciary for their mother, Dia Abrams. As you know, Dia has been missing since June. I understand you have been holding yourself out as trustee of her trust and agent under her power of attorney, and that you have used that purported authority to access her assets. We need to get a better understanding of your legal authority to act and what you have done.

Dia's Trust

With respect to the Dia Kenshalo Abrams Trust dated December 16, 2016 ("**Trust**"), I need several documents from you. Although I am specifically identifying the Trust by name since that is the Trust of which we are aware, the demands for trust-related information contained in this letter apply not only to the Trust but also to any other trust holding Dia's assets under which you are acting or have acted as trustee.

First, please provide me with a complete copy of the Trust instrument so that I may deliver it to my clients. My clients are entitled to a copy of the Trust under Probate Code section 16061.7.

Second, please provide a full and complete trust accounting of all Trust assets in the format required under Probate Code section 1061. The time period for the accounting should begin on the date you took over as trustee and should run through the present.

Third, please provide proof of payment of rent for your occupancy of the real property located at 58111 Bonita Vista, Mountain Center, California 92561.

If you are not the trustee of the Trust, then confirm that in writing, stop making statements to the contrary to the press, and immediately cease and desist from taking any further action with respect to any Trust assets, including, without limitation, the following parcels of real property:

- 58111 Bonita Vista, Mountain Center, California 92561;
- 28893 Bonita Vista Road, Mountain Center, California 92561; and
- 36581 Tool Box Spring Road, Mountain Center, California 92561.

Dia's Power of Attorney

With respect to the Uniform Power of Attorney that Dia executed on May 22, 2020 ("**POA**"), please provide a complete copy of the POA as well as a full and complete accounting of all of Dia's non-trust assets in the format required by Probate Code section 1061. The time period for the accounting should begin on the date you took over as agent under the POA and should run through the present.

If you have declined to serve as agent under the POA, then confirm that in writing, and immediately cease and desist from taking any further action with respect to any of Dia's assets.

Conclusion

These are important, time-sensitive matters. As a result, I need to hear from you by **12:00 p.m. (PST) on January 18, 2021**, on the above demands. If you are represented by counsel or retain counsel, please have them contact me as soon as possible. If I do not hear from you or your counsel, my clients will initiate litigation to enforce their rights.

Very truly yours,



Matthew R. Owens, Esq.

cc: Clients  
Scott J. Ingold, Esq.  
Tara R. Burd, Esq.  
Dennis J. Healey, Esq.