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FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF RIVERSIDE

OCT 21 2022

C. Ortiz

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6 Attorneys for Crisara Abrams and Clinton
Abrams
7

8 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
9 **COUNTY OF RIVERSIDE**
10

11 In re the
12 **DIA KENSHALO ABRAMS TRUST**
13 **DATED DECEMBER 16, 2016**

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

16 **Petitioners,**

17 **v.**

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

20 **Respondents.**
21

Case No. PRIN2100297

**DECLARATION OF MATTHEW OWENS
IN SUPPORT OF EX PARTE
APPLICATION FOR APPROVAL OF
TERM SHEET OR, ALTERNATIVELY,
FOR SUSPENSION OF TRUSTEE AND
APPOINTMENT OF TEMPORARY
TRUSTEE**

Date: **NOV 1, 2022**

Time: **10:00 AM**

Dept.: **PS3**

Judge: **Hon. John G. Evans**

[Prob. Code § 17200]

[Filed concurrently with Notice of Ex Parte
Application, Memorandum of Points and
Authorities, Declaration of Clinton Abrams,
Proposed Order, Consent of Richard Munro]

22
23 I, Matthew R. Owens, declare as follows:

24 1. The facts stated in this declaration are based on my personal knowledge, and, if called
25 to testify, I could and would competently testify to them.

26 2. I am an attorney duly licensed to practice before this Court. I am a partner with the
27 law firm of Withers Bergman LLP, counsel of record for the ex parte applicants in this matter,
28 Crisara Abrams and Clinton Abrams (together, "**Petitioners**"), adult children of Lydia (aka Dia)

1 Kenshalo Abrams (“**Settlor**”). I make this declaration in support of Petitioners’ *Ex Parte*
2 *Application to for Approval of Term Sheet or, Alternatively, for Suspension of Trustee and*
3 *Appointment of Temporary Trustee.*

4 THE TERM SHEET

5 3. The parties attended mediation via Zoom on July 28, 2022, and August 5, 2022, with
6 the Hon. David Chapman (Ret.). Petitioners, Keith Harper (“**Harper**”), and Diana Fedder
7 (“**Fedder**”) attended the mediation on July 28, 2022. Petitioners and Harper attended the mediation
8 on August 5, 2022.

9 4. Following the mediation on August 5, 2022, Petitioners and Harper executed a Term
10 Sheet. At the time of the mediation and the execution of the Term Sheet, Harper was represented by
11 his counsel, Dennis Healey (“**Healey**”). Healey also signed the Term Sheet, noting that it was
12 “approved.” A true and correct copy of the Term Sheet is attached hereto as Exhibit 1.

13 5. After the execution of the Term Sheet, my office drafted the contemplated long-form
14 settlement agreement (the “**Draft Settlement Agreement**”), incorporating the terms of the Term
15 Sheet and providing clarification and detail on several points. On September 12, 2022, my office
16 sent the Draft Settlement Agreement to Healey for his review and consideration. A true and correct
17 copy of the September 12, 2022 e-mail is attached hereto as Exhibit 2.

18 6. On September 14, 2022, I learned Healey had unexpectedly passed away between
19 the date of the mediation and the date the Draft Settlement Agreement was provided. The same date,
20 I spoke with Jacquetta Bardacos of Burt + Clerc, practice administrator for Healey. My office
21 provided her with the Term Sheet and the Draft Settlement Agreement for her review. A true and
22 correct copy of the September 14, 2022 e-mail to Ms. Bardacos is attached hereto as Exhibit 3.

23 7. On September 26, 2022, my office followed up with Ms. Bardacos regarding her
24 review of the Draft Settlement Agreement. A true and correct copy of the September 26, 2022 e-
25 mail is attached hereto as Exhibit 4.

26 8. On September 29, 2022, my office learned that Harper had apparently begun ramping
27 up his attempts to rent the real property of the Trust, including by marketing it as a multi-day event
28 venue, as set forth in further detail in the concurrently-filed Declaration of Clinton Abrams. On

1 October 10, 2022, my office was informed that Harper intended to make permanent changes to the
2 real property, including by pouring concrete to turn a portion of the real property into an RV park,
3 as set forth in further detail in the concurrently-filed Declaration of Clinton Abrams.

4 9. On October 3, 2022, my office reached out to Ms. Bardacos to inform her of action
5 Harper was taking with the real property of the Trust. Ms. Bardacos informed counsel for Clinton
6 and Crisara that “the firm of Burt + Clerc, Practice Administrator for [Healey], will be taking
7 appropriate steps to decline representation in this matter and will seek the appropriate order should
8 we not receive a signed substitution of attorney.” My office followed up again with Ms. Bardacos
9 on October 10, 2022, concerned that Harper was continuing to make changes to the property. A
10 true and correct copy of this e-mail chain is attached hereto as Exhibit 5.

11 10. On October 12, 2022, Burt + Clerc informed my office that Harper had not retained
12 their firm and is now “in pro per.” A true and correct copy of the October 12, 2022 e-mail is attached
13 hereto as Exhibit 6.

14 11. My office has not received a substitution of attorney for Harper.

15 DEPOSITIONS

16 12. I took the deposition of Harper on June 30, 2022. True and correct copies of portions
17 of Harper’s deposition are attached hereto as Exhibit 7.

18 13. I took the deposition of Diana Fedder on April 11, 2022. True and correct copies of
19 portions of Diana Fedder’s deposition are attached hereto as Exhibit 8.

20 NOTICE OF EX PARTE APPLICATION UNDER CRC 3.1204(b)

21 14. I provided notice of the ex parte application, including the relief requested and the
22 hearing date, time, and location to the following persons in the manner and at the time described
23 below. I provided notice before the deadline of 10:00 a.m. on October 21, 2022.

24 15. On October 20, 2022, at 2:57 p.m., I called Harper at (970) 325-0100, the number
25 provided in his deposition, as I understand he is currently unrepresented. I spoke with Harper and
26 informed him of the ex parte application, the relief sought, and the date on which we expected the
27 ex parte application to be heard. I then sent a confirming e-mail to the two e-mail addresses Harper
28 provided in his deposition—KHarpers54@outlook.com and durangotang48@gmail.com—on

1 October 20, 2022 at 3:13 p.m., a true and correct copy of which is attached hereto as Exhibit 9 and
2 incorporated herein by this reference.

3 16. On October 20, 2022, at 3:00 p.m., I left a voicemail message with Diane Fedder at
4 (760) 861-1705, the number provided in her deposition, as I understand she is currently
5 unrepresented. I then sent a confirming email to Ms. Fedder at the e-mail address she indicated was
6 her primary e-mail address at her deposition—diana.fedder@yahoo.com—on October 20, 2022 at
7 3:16 p.m., a true and correct copy of which is attached hereto as Exhibit 10 and incorporated herein
8 by this reference.

9 17. I anticipate Harper will object to the ex parte application.

10 GROUND FOR RELIEF ON EX PARTE BASIS UNDER CRC 3.1202(c)

11 18. The parties settled this matter more than two months ago. Since signing the Term
12 Sheet, Petitioners have acted in good faith toward the final settlement of this matter. Petitioners'
13 counsel drafted the contemplated long-form Draft Settlement Agreement. Petitioners stopped
14 discovery, taking off calendar a properly-noticed, pending deposition. Crisara interviewed potential
15 co-trustees for nomination. In all respects, Petitioners have been complying with the terms of the
16 Term Sheet, despite the fact that the Draft Settlement Agreement has not been executed. Harper, on
17 the other hand, has continued to act with flagrant disregard for the terms of the Term Sheet, which
18 he signed and which his counsel approved. To prevent further harm from coming to the Trust—and
19 to ensure the agreement reached on July 29, 2022, and August 5, 2022, is carried out—the Term
20 Sheet must be approved as a settlement agreement, which will prevent Harper from taking further
21 unilateral action regarding the real property of the Trust and will allow a neutral third party fiduciary
22 to step in and act as co-trustee, as all parties agreed.

23 19. If the Term Sheet signed by all parties on August 5, 2022, is not approved as a
24 complete settlement of this case, Harper must nevertheless be suspended as trustee immediately and
25 a professional interim trustee appointed, to prevent irreparable harm to the Trust. Harper has already
26 wasted or otherwise wrongfully transferred assets of the Trust and is actively marketing the real
27 property for rent as an event space. Petitioners are informed and believe Harper is planning to make
28

1 permanent changes to the real property by pouring cement for an RV park. If Harper is not prevented
2 from serving as trustee soon, he will cause further irreparable damage to the trust.

3 EXHIBITS

4 20. All exhibits attached to the concurrently filed Ex Parte Application for Approval of
5 Term Sheet or, Alternatively, For Suspension of Trustee And Appointment of Temporary Trustee
6 are true and correct copies, including:

- 7 a. Exhibit 1 – the Dia Kenshalo Abrams Trust dated December 16, 2016;
8 b. Exhibit 2 – the First Amendment and Complete Restatement to the Dia
9 Kenshala Abrams Trust, dated May 22, 2020;
10 c. Exhibit 3 – the Power of Attorney of Dia Kenshalo Abrams dated May 22,
11 2020; and
12 d. Exhibit 4 – Consent to Serve, dated October 20, 2022.

13
14 I declare under penalty of perjury under the laws of the State of California that the foregoing
15 is true and correct. Executed on October 20, 2022, at San Diego, California.

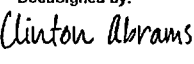
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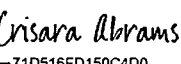
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19 _____
20 Matthew R. Owens

EXHIBIT 1

Abrams Trust – Term Sheet
August 5, 2022

1. These terms will be placed into a long-form settlement agreement.
2. These terms are subject to approval by Judge Evans.
3. Mr. Harper stays as co-trustee, but with limited powers:
 - a. Maintain ranch until sold
 - b. Maintain livestock
 - c. Must cooperate with the successor co-trustee, and make all disclosures for successor co-trustee to perform his or her fiduciary duties
4. Ms. Abrams to nominate other successor co-trustee/fiduciary, with court approval
 - a. That person manages all assets, tangible and intangible, including financial accounts to be included in the trust
 - b. That person is empowered to liquidate and monetize all assets with court approval and to be included in the trust
5. Ms. Abrams advances funds to pay fiduciary, and will be reimbursed from sale proceeds
6. Personal property
 - a. Successor Co-trustee inventories personal property items
 - b. Ms. Abrams may select what she wants
 - c. Her selected items are appraised by new successor co-trustee
 - d. Then the successor co-trustee deducts the value of those items from Ms. Abrams's share of the trust
7. Reward
 - a. From proceeds of sale, \$300K reward posted, parties request that successor co-trustee post the reward as soon as practicable
8. After 3 years, or upon court order, split is 50%(Harper)/25%(Clinton)/25%(Crisara)
9. Perpetrators disinherited if found to have been involved in Dia Abrams's death/disappearance
10. Attorney's fees reimbursed from trust
 - a. Mr. Harper and Ms. Abrams can each have up to \$50K reimbursed from trust

DocuSigned by:

CA7EE5B1FA9F40A...
Clinton Abrams

DocuSigned by:

71D516FD150C4D0...
Crisara Abrams

Keith Harper

1. These terms will be placed into a long-form settlement agreement.
2. These terms are subject to approval by Judge Evans.
3. Mr. Harper stays as co-trustee, but with limited powers:
 - a. Maintain ranch until sold
 - b. Maintain livestock
 - c. Must cooperate with the successor co-trustee, and make all disclosures for successor co-trustee to perform his or her fiduciary duties
4. Ms. Abrams to nominate other successor co-trustee/fiduciary, with court approval
 - a. That person manages all assets, tangible and intangible, including financial accounts to be included in the trust
 - b. That person is empowered to liquidate and monetize all assets with court approval and to be included in the trust
5. Ms. Abrams advances funds to pay fiduciary, and will be reimbursed from sale proceeds
6. Personal property
 - a. Successor Co-trustee inventories personal property items
 - b. Ms. Abrams may select what she wants
 - c. Her selected items are appraised by new successor co-trustee
 - d. Then the successor co-trustee deducts the value of those items from Ms. Abrams's share of the trust
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9. Perpetrators disinherited if found to have been involved in Dia Abrams's death/disappearance
10. Attorney's fees reimbursed from trust
 - a. Mr. Harper and Ms. Abrams can each have up to \$50K reimbursed from trust

Clinton Abrams

Crisara Abrams

Keith Harper 8/5/2022
Keith Harper

Approved

Dennis J. Healy

EXHIBIT 2

Spycia, Laura

From: Sorensen, Courtney
Sent: Monday, September 12, 2022 10:54 AM
To: Dennis Healey, Esq.
Cc: Owens, Matthew
Subject: Dia Abrams Trust - Draft Settlement Agreement [W-US.FID741704]
Attachments: 11041050_11_ABRAMS - Settlement Agreement.DOCX

Mr. Healey:

Attached for your review and consideration please find a draft Settlement Agreement in the Dia Abrams Trust matter.

Thank you,

Courtney

Courtney Sorensen

Associate
Trust, Estate and Inheritance Disputes
t +1 619 564 6134
withersworldwide.com | [my profile](#)

Secretary: Laura Spycia t +1 619 329 6459

Withers Bergman LLP
12830 El Camino Real, Suite 350, San Diego CA 92130

SETTLEMENT AGREEMENT AND MUTUAL RELEASE

This Settlement Agreement and Mutual Release (“**Agreement**”) is made and entered into as of August 8, 2022, by and between Crisara Abrams (“**Crisara**”), individually and as successor trustee and beneficiary of the Dia Kenshalo Abrams Trust dated December 16, 2016 (the “**Dia Kenshalo Abrams Trust**” or the “**2016 Trust**”) and Clinton Abrams (“**Clinton**”), individually (together, the “**Children**”), on the one hand, and Keith Harper (“**Harper**”), individually, as successor trustee, and as a beneficiary of the First Amendment and Complete Restatement to the Dia Kenshalo Abrams Trust (“**2020 Restatement**”), and as named agent under the Power of Attorney dated May 22, 2020 (“**POA**”), on the other hand (individually a “**Party**,” and cumulatively referred to herein as the “**Parties**”).

RECITALS

- A. On December 16, 2016, Dia Kenshalo Abrams (“**Dia**”) created the 2016 Trust. Crisara was the sole successor trustee and sole remainder beneficiary under the 2016 Trust.
- B. On May 22, 2020, Dia executed the 2020 Restatement naming Harper as successor trustee and beneficiary, and Diana Fedder as alternate trustee and beneficiary.
- C. On May 22, 2020, Dia executed the POA, naming Harper as primary agent and Diana Fedder as alternate agent.
- D. On June 6, 2020, Dia went missing.
- E. 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* in Riverside Superior Court Case No. PRIN2100297.
- F. On March 22, 2021, Harper filed his *Petition for Instructions Re: Confirmation of Successor Trustee* in Riverside Superior Court Case No. PRIN200368.
- G. On May 21, 2021, Crisara, as beneficiary, filed her *Petition to Invalidate Trust Based on Undue Influence; and for Damages for Elder Abuse* in Riverside Superior Court Case No. PRIN2100297.
- H. 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 in Riverside Superior Court Case No. PRIN2100297.

- I. On July 21, 2021, PRIN200368 was consolidated with PRIN2100297, with PRIN200297 designated as the primary file.
- J. 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.
- K. The Parties now desire to resolve all matters between them relating to the 2016 Trust, the 2020 Restatement, the POA, and the litigation described above (the "Claims").

AGREEMENT

1. **Incorporation of Recitals.** The above recitals are incorporated by this reference and made part of this Agreement as if fully set forth herein.

2. **Effective Date.** This Agreement shall be effective as of the date on which the Riverside County Superior Court approves it ("**Effective Date**").

3. **Terms.**

3.1 **Trusteeship and Authority of Trustees.**

3.1.1 **Harper's Role.** The Parties agree that Harper will be a successor co-trustee of the Dia Kenshalo Abrams Trust but that he must serve with a co-trustee at all times.

3.1.2 **Fedder's Role.** Diana Fedder shall not act as a successor trustee or co-trustee under any circumstances.

3.1.3 **Independent Trustee.** The Parties agree that Richard Munro of Invenz, Inc., shall be appointed as successor co-trustee of the Dia Kenshalo Abrams Trust (the "**Independent Trustee**"). If, at any point, Mr. Munro is unwilling or unable to serve as the Independent Trustee, then Crisara shall nominate a qualified alternative successor co-trustee to serve as the Independent Trustee. If, at any point, Harper is unwilling or unable to serve as a co-trustee, then the Independent Trustee shall serve as sole trustee. Between the Effective Date and the time that funds become available to pay the fees of the Independent Trustee, Crisara shall advance such funds and shall be reimbursed for any funds advanced from the proceeds of the sale of property set forth in Section 3.2, below.

3.1.4 **Fiduciary Authority.** The Independent Trustee shall make all reasonable efforts to determine Dia's location, and to determine the cause of her

disappearance or death. The Independent Trustee shall be authorized and directed by court order to have the sole power and authority to marshal all assets in the name of Dia Abrams (aka Lydia Abrams) and all assets of the Dia Kenshalo Abrams Trust, with the end result being that all such assets shall be marshaled into the Dia Kenshalo Abrams Trust. Except for Harper's limited maintenance duties set forth in Section 3.1.5, the Independent Trustee shall have the sole power and authority to manage all assets—tangible and intangible—including all financial accounts, all of which shall be treated as assets of the Dia Kenshalo Abrams Trust. The Independent Trustee shall be authorized to and shall have the sole power and authority to liquidate and monetize all assets of Dia and the Dia Kenshalo Abrams Trust, as set forth in Section 3.2, below, and shall hold them as assets of the Dia Kenshalo Abrams Trust. If the Court deems it necessary in order to marshal the assets in Dia's individual name, the Parties agree that the Independent Trustee (i.e. the person serving in that role) shall be appointed Conservator of the Person and Estate of Dia Abrams, in which case he or she would marshal all assets in the name of Dia Abrams (aka Lydia Abrams) for the purpose of transferring those assets into the Dia Kenshalo Abrams Trust. In that event, counsel for the Children shall be responsible for filing the conservatorship petition and related documents.

3.1.5. Limited Authority of Harper. Harper shall have limited powers in his role as successor co-trustee. Harper shall only have authority to (1) maintain the real property located at 58111 Bonita Vista, Mountain Center, California (the "**Ranch**") in the ordinary course of business until it is sold by the Independent Trustee; and (2) maintain the livestock on the Ranch until the livestock or Ranch is sold by the Independent Trustee. Harper and his agents, servants, partners, managers, attorneys, employees, assignees, successors, representatives, family members, and all persons acting under, in concert with, or for them shall fully cooperate with the Independent Trustee, including making all disclosures necessary to enable the Independent Trustee to perform his or her duties, including, without limitation, full disclosure of all information concerning all assets belonging to Dia or her trust.

3.2 Sale of Property.

3.2.1 Tangible Personal Property. The Independent Trustee shall inventory and appraise all tangible personal property items owned by the Dia Kenshalo Abrams Trust and/or held in Dia's name, individually. Crisara shall have a right of first refusal to purchase any of the tangible personal property items at the appraised value. Crisara shall be permitted to pay for any such items through a corresponding reduction against her 25% share of the Dia Kenshalo Abrams Trust.

3.2.2 All Other Property. All of Dia's other assets and all other Trust assets shall be liquidated by the Independent Trustee as soon as reasonably possible. This shall include any tangible personal property items not selected for purchase by Crisara. The sale proceeds shall be held by the Independent Trustee and shall only be distributed upon

court order or as set forth in this Agreement. All assets that are currently frozen by the authorities shall remain frozen until the authorities unfreeze them, and thereafter such assets shall be liquidated in the manner set forth in this Section 3.2.2, and shall be distributed by the Independent Trustee as set forth in Section 3.4.

3.3 Reward. The Independent Trustee shall post with the Federal Bureau of Investigation or some other federal or independent agency a reward of \$300,000, which shall be backed by the funds held by the Independent Trustee. The Independent Trustee shall post this reward immediately. Any person other than a Party or Diana Fedder may collect the reward. The reward shall be payable in two parts: (1) half shall be paid to the first person who provides information leading to the discovery of Dia's location, and (2) half shall be paid to the first person who provides information leading to the arrest and conviction of any person who is complicit in Dia's disappearance or death. If any person provides information leading to the arrest and conviction of any person who is complicit in Dia's disappearance or death but Dia is not located despite that arrest and conviction, the individual who provided that information may be awarded the entire \$300,000 award. The Independent Trustee, in conjunction with the agency with which the reward is posted, shall make the determination whether the terms for the reward have been met, and payment of the reward shall be made as soon as practicable. Any reward that is paid shall be deemed an expense of the Dia Kenshalo Abrams Trust.

3.4 Trust Distributions. If Dia is located before she is presumed dead, then she will be restored as trustee of the Dia Kenshalo Abrams Trust and her assets will be returned to her. If, however, the court at any time determines by order Dia is deceased or if Dia is still a missing person on June 6, 2025 (at which point she will be presumed deceased by operation of law), then at that time, upon entry of an order of the court: (i) the funds held by the Independent Trustee shall be distributed 25% to Crisara (plus any amounts owed to Crisara under Section 3.2.2 and less any amounts owed by Crisara under Section 3.2.1), 25% to Clinton, and 50% to Harper, and (ii) the Independent Trustee shall take the steps necessary to unfreeze all frozen assets, as may be permitted by the authorities, in order to distribute them 25% to Crisara, 25% to Clinton, and 50% to Harper. No person other than Crisara, Clinton, or Harper shall have any beneficial interest in the Dia Kenshalo Abrams Trust.

3.5 2020 Restatement Invalid.

The 2020 Restatement is invalid and has no legal effect but shall be void *ab initio*.

3.6 Trust Interlineations Invalid.

On December 12, 2018, Dia purportedly interlineated her 2016 Trust with handwritten content and initials. Those interlineations are invalid and have no legal effect but shall be void *ab initio*.

3.7 POA Invalid.

The POA is invalid and has no legal effect but shall be void *ab initio*.

3.8 Disinheritance.

If any of the Parties are convicted of any crime in connection with Dia's disappearance or death, or if they are found by a court of competent jurisdiction to have withheld information related to Dia's disappearance or death, then any such persons shall receive no benefits under this Agreement and shall be disinherited from the Dia Kenshalo Abrams Trust, the estate of Dia Abrams, and any other assets relating to Dia Abrams, and the release in Section 6 shall be void. If any Party is disinherited pursuant to this Section 3.8, any assets that Party would have received from the Dia Kenshalo Abrams Trust, the estate of Dia Abrams, and any other assets relating to Dia Abrams shall be distributed pro rata to the other Parties.

3.9 Reimbursement of Attorney's Fees.

As soon as reasonably possible after the sale of property set forth in Section 3.2, above, the Independent Trustee shall reimburse the Children up to \$50,000 from the Dia Kenshalo Abrams Trust for their attorney's fees. This reimbursement is separate and apart from the Children's ultimate Trust distributions under Section 3.4, and from the reimbursement to Crisara of advanced funds set forth in Section 3.2.2. As soon as reasonably possible after the sale of property set forth in Section 3.2, above, the Independent Trustee shall reimburse Harper up to \$50,000 from the Trust for his attorney's fees. This reimbursement is separate and apart from Harper's ultimate Trust distributions under Section 3.4. Before reimbursing the Parties as set forth in this Section 3.9, the Independent Trustee shall confirm the amount of attorney's fees for which reimbursement is sought by reviewing attorney's fee invoices.

4. Dismissal. Within ten (10) days of the Effective Date:

4.1 Harper shall cause to be dismissed with prejudice his *Petition for Instructions Re: Confirmation of Successor Trustee.*

4.2 Crisara shall cause to be dismissed with prejudice her *Petition to Invalidate Trust Based on Undue Influence; and for Damages for Elder Abuse.*

4.3 Crisara shall cause to be dismissed with prejudice 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.*

4.4 The Children shall cause to be dismissed with prejudice their *Petition for Termination of Power of Attorney; for Revocation of Agents' Authority Under Power of Attorney; and for an Accounting*.

5. **No Contact.** From the Effective Date forward, Harper agrees that neither he, nor persons acting under, in concert with, for him, or on his behalf, shall initiate any direct or indirect contact with either of the Children either by phone, email, letter, text or any other mode of communication, including without limitation through the Children's agents or persons acting under, in concert with or for them, other than communications between Harper's and the Children's respective counsel.

6. **Releases.**

6.1 **Releases by the Children.**

Except as otherwise stated herein and except for the terms of this Agreement and expressly subject to Sections 3.8 and 6.3, herein, the Children and each of them, on their own behalf and on behalf of their heirs, predecessors, successors, assignees, attorneys, insurers, trustees, executors, and any other agents or representatives hereby and forever release and discharge Harper and his heirs, agents, predecessors, successors, assignees, attorneys, insurers, trustees, executors, and other agents or representatives in their fiduciary, individual, or beneficiary capacity, from any and all claims, demands, entitlements, obligations, indebtedness, damages, losses, lawsuits, costs, liabilities, and/or expenses based on any acts or omissions to act that took place before this Agreement was signed, arising out of or related to the Dia Kenshalo Abrams Trust.

6.2 **Releases by Harper.**

Except as otherwise stated herein and except for the terms of this Agreement and expressly subject to Sections 3.8 and 6.3 herein, Harper on his own behalf (individually and in his representative capacity) and on behalf of his heirs, predecessors, successors, assignees, attorneys, insurers, trustees, executors, and any other agents or representatives hereby and forever releases and discharges each of the Children and each of their respective heirs, agents, predecessors, successors, assignees, attorneys, insurers, trustees, executors, and other agents or representatives in their fiduciary, individual, or beneficiary capacity, from any and all claims, demands, entitlements, obligations, indebtedness, damages, losses, lawsuits, costs, liabilities, and/or expenses based on any acts or omissions to act that took place before this Agreement was signed, arising out of or related to the Claims.

6.3 **Exclusions to Releases.**

Nothing in this Agreement or otherwise shall be construed as a release of, by or on behalf of Dia, in her individual or her representative capacity. In the event any of the Parties is arrested

for Dia's murder, or complicity in Dia's murder, nothing in this Agreement shall be construed as a release of any wrongful death claim against any such Party.

7. **Purpose of Agreement.** This Agreement has been made to avoid the expense, inconvenience, and burden of further litigation proceedings, and so that the Parties can resolve their disputes in a mutually agreeable manner. This Agreement is a compromise of disputed claims and should not be construed or deemed to be an admission of liability or wrongdoing by any Party to any other Party. The Parties further expressly agree that nothing in this Agreement shall be construed as an admission or acceptance of the validity of the claims, causes of action, or contentions made by any party in the course of the pending litigation or in any pleading therein.

8. **No Further Action.** Other than the obligations and warranties set forth herein, and without in any way limiting the generality of the foregoing, it is further understood and agreed that the Parties hereto shall not directly or indirectly, jointly or severally, take or initiate or voluntarily cooperate or assist in any way with any person or persons which may take or initiate any action or actions of any nature whatsoever, which would derogate in any way from the effect of this Agreement.

9. **Binding Effect.** Each of the Parties to this Agreement hereby represents, covenants, and warrants that said Party, and the signatory for said Party, has read this Agreement, is fully aware of the contents and consequences of this Agreement, understands the Agreement, consents to the Agreement, and has the full right, power, and authority, to execute the Agreement on behalf of and as binding upon said Party (including, without limitation, in such Party's representative capacity) and to execute any and all documents as may be necessary to effectuate the terms of this Agreement. Each of the Parties also acknowledges that he or she has signed this Agreement out of his or her own free will and without any undue influence, duress, or other pressure, and that such Party was represented by competent counsel of such Party's choice in connection with the negotiation of this Agreement. This Agreement shall be binding on each of the Parties' successors, assigns, heirs, children, and all of their respective successors-in-interest without limitation.

10. **No Assignment of Claims.** The Parties, and each of them, hereby warrant and represent that they have not transferred or otherwise assigned, either by contract or operation of law, any of the claims released under this Agreement. To the extent that any such claims have been heretofore assigned or transferred, the Party which has made such assignment or transfer hereby agrees to defend, protect, indemnify, and hold the other party harmless from and against any and all claims that might be asserted against the other by reason of any such assignment or transfer.

11. **Representation.** The undersigned Parties acknowledge that each party has been advised to, and has had a full and fair opportunity to, review this Agreement with independent counsel of her choice, as to the meaning and consequences of the foregoing release and each of them acknowledges an understanding of the terms contained herein and the consequences thereof. Each Party further waives any and all claims arising from such Party's failure to so review this Agreement. Accordingly, the interpretation of this Agreement shall not be construed against any Party, and each Party shall be treated as though they fully participated in the drafting of this

Agreement. The provisions of California Civil Code section 1654 shall not apply, which provisions are hereby expressly waived by the Parties hereto.

12. **Attorney's Fees and Costs.** Except as set forth herein, each Party shall bear his or her own attorney's fees and costs in and/or relating to the Claims. If any Party files any lawsuit, petition, or motion to enforce this Agreement or to protect its respective interests in any manner under this Agreement, the prevailing party in connection with such lawsuit, petition, or motion shall be entitled to recover from the opposing party all attorney's fees and costs incurred in connection therewith.

13. **Continuing Jurisdiction.** This Agreement shall be subject to the continuing jurisdiction of the Court under California Code of Civil Procedure section 664.6 for all purposes. In such a proceeding, the Agreement is enforceable and admissible as evidence of the settlement.

14. **Submission of Agreement for Court Approval.** The Children shall petition the Riverside County Superior Court for approval of this Agreement, and all Parties agree to cooperate in having it approved. If the Court deems it necessary, the Children shall seek the appointment of a guardian ad litem for Dia and/or any minor, unborn, and unascertained beneficiaries and potential beneficiaries.

15. **Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument and agreement.

16. **Savings Clause.** In the event that any of the terms, conditions, or covenants contained in this Agreement shall be held to be invalid, any such invalidity shall not affect any other terms, conditions, or covenants contained herein, each of which shall remain in full force and effect.

17. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of California.

18. **Facsimile/Scanned Signatures.** A signature on this Agreement by facsimile, scan, DocuSign, or other electronic means shall have the full force and effect and be as binding as an original signature in ink and may be used in the same manner

19. **No Modification or Amendment.** No amendment or modification of any of the provisions hereof shall be of any force or effect unless contained in a writing signed by all of the Parties.

20. **Integration Clause.** This Agreement supersedes all prior agreements and understandings between the Parties hereto, and constitutes the only and entire agreement between the Parties hereto respecting the subject matter hereof. To the extent of any inconsistency between the terms of this Agreement and the Dia Kenshalo Abrams Trust, the terms of this Agreement shall control.

Dated: _____

CRISARA ABRAMS, individually and as
successor trustee and beneficiary of the Dia
Kenshalo Abrams Trust dated December 16, 2016

Dated: _____

CLINTON ABRAMS, individually

Dated: _____

KEITH HARPER, individually, as successor
trustee and beneficiary of the First Amendment
and Complete Restatement to the Dia Kenshalo
Abrams Trust, and as named agent under the
Power of Attorney dated May 22, 2020

DRAFT

EXHIBIT 3

Spycia, Laura

From: Owens, Matthew
Sent: Wednesday, September 14, 2022 12:07 PM
To: Jacquetta Bardacos
Cc: Sorensen, Courtney
Subject: FW: Dia Abrams Trust - Draft Settlement Agreement [W-US.FID741704]
Attachments: 11041050_11_ABRAMS - Settlement Agreement.DOCX; 11091141_1_ABRAMS - Term Sheet.PDF

Hi Jacquetta,

Great speaking with you just now. The two documents I mentioned are attached here, and our last email to Mr. Healey is below.

Best,
Matt

Matthew Owens

Partner
Trust, Estate and Inheritance Disputes
t +1 415 872 3205
[withersworldwide.com](#) | [my profile](#)

Secretary: Amy Malensek t +1 619 564 6209

Withers Bergman LLP
909 Montgomery Street, Suite 300, San Francisco, CA 94133
12830 El Camino Real, Suite 350, San Diego, CA 92130

From: Sorensen, Courtney <Courtney.Sorensen@withersworldwide.com>
Sent: Monday, September 12, 2022 10:54 AM
To: Dennis Healey, Esq. <dennis@healey.com>
Cc: Owens, Matthew <Matthew.Owens@withersworldwide.com>
Subject: Dia Abrams Trust - Draft Settlement Agreement [W-US.FID741704]

Mr. Healey:

Attached for your review and consideration please find a draft Settlement Agreement in the Dia Abrams Trust matter.

Thank you,

Courtney

Courtney Sorensen

Associate
Trust, Estate and Inheritance Disputes
t +1 619 564 6134
[withersworldwide.com](#) | [my profile](#)

Secretary: Laura Spycia t +1 619 329 6459

Withers Bergman LLP
12830 El Camino Real, Suite 350, San Diego CA 92130

SETTLEMENT AGREEMENT AND MUTUAL RELEASE

This Settlement Agreement and Mutual Release (“**Agreement**”) is made and entered into as of August 8, 2022, by and between Crisara Abrams (“**Crisara**”), individually and as successor trustee and beneficiary of the Dia Kenshalo Abrams Trust dated December 16, 2016 (the “**Dia Kenshalo Abrams Trust**” or the “**2016 Trust**”) and Clinton Abrams (“**Clinton**”), individually (together, the “**Children**”), on the one hand, and Keith Harper (“**Harper**”), individually, as successor trustee, and as a beneficiary of the First Amendment and Complete Restatement to the Dia Kenshalo Abrams Trust (“**2020 Restatement**”), and as named agent under the Power of Attorney dated May 22, 2020 (“**POA**”), on the other hand (individually a “**Party**,” and cumulatively referred to herein as the “**Parties**”).

RECITALS

- A. On December 16, 2016, Dia Kenshalo Abrams (“**Dia**”) created the 2016 Trust. Crisara was the sole successor trustee and sole remainder beneficiary under the 2016 Trust.
- B. On May 22, 2020, Dia executed the 2020 Restatement naming Harper as successor trustee and beneficiary, and Diana Fedder as alternate trustee and beneficiary.
- C. On May 22, 2020, Dia executed the POA, naming Harper as primary agent and Diana Fedder as alternate agent.
- D. On June 6, 2020, Dia went missing.
- E. 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* in Riverside Superior Court Case No. PRIN2100297.
- F. On March 22, 2021, Harper filed his *Petition for Instructions Re: Confirmation of Successor Trustee* in Riverside Superior Court Case No. PRIN200368.
- G. On May 21, 2021, Crisara, as beneficiary, filed her *Petition to Invalidate Trust Based on Undue Influence; and for Damages for Elder Abuse* in Riverside Superior Court Case No. PRIN2100297.
- H. 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 in Riverside Superior Court Case No. PRIN2100297.

- I. On July 21, 2021, PRIN200368 was consolidated with PRIN2100297, with PRIN200297 designated as the primary file.
- J. 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.
- K. The Parties now desire to resolve all matters between them relating to the 2016 Trust, the 2020 Restatement, the POA, and the litigation described above (the "Claims").

AGREEMENT

1. **Incorporation of Recitals.** The above recitals are incorporated by this reference and made part of this Agreement as if fully set forth herein.

2. **Effective Date.** This Agreement shall be effective as of the date on which the Riverside County Superior Court approves it ("**Effective Date**").

3. **Terms.**

3.1 **Trusteeship and Authority of Trustees.**

3.1.1 **Harper's Role.** The Parties agree that Harper will be a successor co-trustee of the Dia Kenshalo Abrams Trust but that he must serve with a co-trustee at all times.

3.1.2 **Fedder's Role.** Diana Fedder shall not act as a successor trustee or co-trustee under any circumstances.

3.1.3 **Independent Trustee.** The Parties agree that Richard Munro of Invenz, Inc., shall be appointed as successor co-trustee of the Dia Kenshalo Abrams Trust (the "**Independent Trustee**"). If, at any point, Mr. Munro is unwilling or unable to serve as the Independent Trustee, then Crisara shall nominate a qualified alternative successor co-trustee to serve as the Independent Trustee. If, at any point, Harper is unwilling or unable to serve as a co-trustee, then the Independent Trustee shall serve as sole trustee. Between the Effective Date and the time that funds become available to pay the fees of the Independent Trustee, Crisara shall advance such funds and shall be reimbursed for any funds advanced from the proceeds of the sale of property set forth in Section 3.2, below.

3.1.4 **Fiduciary Authority.** The Independent Trustee shall make all reasonable efforts to determine Dia's location, and to determine the cause of her

disappearance or death. The Independent Trustee shall be authorized and directed by court order to have the sole power and authority to marshal all assets in the name of Dia Abrams (aka Lydia Abrams) and all assets of the Dia Kenshalo Abrams Trust, with the end result being that all such assets shall be marshaled into the Dia Kenshalo Abrams Trust. Except for Harper's limited maintenance duties set forth in Section 3.1.5, the Independent Trustee shall have the sole power and authority to manage all assets—tangible and intangible—including all financial accounts, all of which shall be treated as assets of the Dia Kenshalo Abrams Trust. The Independent Trustee shall be authorized to and shall have the sole power and authority to liquidate and monetize all assets of Dia and the Dia Kenshalo Abrams Trust, as set forth in Section 3.2, below, and shall hold them as assets of the Dia Kenshalo Abrams Trust. If the Court deems it necessary in order to marshal the assets in Dia's individual name, the Parties agree that the Independent Trustee (i.e. the person serving in that role) shall be appointed Conservator of the Person and Estate of Dia Abrams, in which case he or she would marshal all assets in the name of Dia Abrams (aka Lydia Abrams) for the purpose of transferring those assets into the Dia Kenshalo Abrams Trust. In that event, counsel for the Children shall be responsible for filing the conservatorship petition and related documents.

3.1.5. Limited Authority of Harper. Harper shall have limited powers in his role as successor co-trustee. Harper shall only have authority to (1) maintain the real property located at 58111 Bonita Vista, Mountain Center, California (the "**Ranch**") in the ordinary course of business until it is sold by the Independent Trustee; and (2) maintain the livestock on the Ranch until the livestock or Ranch is sold by the Independent Trustee. Harper and his agents, servants, partners, managers, attorneys, employees, assignees, successors, representatives, family members, and all persons acting under, in concert with, or for them shall fully cooperate with the Independent Trustee, including making all disclosures necessary to enable the Independent Trustee to perform his or her duties, including, without limitation, full disclosure of all information concerning all assets belonging to Dia or her trust.

3.2 Sale of Property.

3.2.1 Tangible Personal Property. The Independent Trustee shall inventory and appraise all tangible personal property items owned by the Dia Kenshalo Abrams Trust and/or held in Dia's name, individually. Crisara shall have a right of first refusal to purchase any of the tangible personal property items at the appraised value. Crisara shall be permitted to pay for any such items through a corresponding reduction against her 25% share of the Dia Kenshalo Abrams Trust.

3.2.2 All Other Property. All of Dia's other assets and all other Trust assets shall be liquidated by the Independent Trustee as soon as reasonably possible. This shall include any tangible personal property items not selected for purchase by Crisara. The sale proceeds shall be held by the Independent Trustee and shall only be distributed upon

court order or as set forth in this Agreement. All assets that are currently frozen by the authorities shall remain frozen until the authorities unfreeze them, and thereafter such assets shall be liquidated in the manner set forth in this Section 3.2.2, and shall be distributed by the Independent Trustee as set forth in Section 3.4.

3.3 Reward. The Independent Trustee shall post with the Federal Bureau of Investigation or some other federal or independent agency a reward of \$300,000, which shall be backed by the funds held by the Independent Trustee. The Independent Trustee shall post this reward immediately. Any person other than a Party or Diana Fedder may collect the reward. The reward shall be payable in two parts: (1) half shall be paid to the first person who provides information leading to the discovery of Dia's location, and (2) half shall be paid to the first person who provides information leading to the arrest and conviction of any person who is complicit in Dia's disappearance or death. If any person provides information leading to the arrest and conviction of any person who is complicit in Dia's disappearance or death but Dia is not located despite that arrest and conviction, the individual who provided that information may be awarded the entire \$300,000 award. The Independent Trustee, in conjunction with the agency with which the reward is posted, shall make the determination whether the terms for the reward have been met, and payment of the reward shall be made as soon as practicable. Any reward that is paid shall be deemed an expense of the Dia Kenshalo Abrams Trust.

3.4 Trust Distributions. If Dia is located before she is presumed dead, then she will be restored as trustee of the Dia Kenshalo Abrams Trust and her assets will be returned to her. If, however, the court at any time determines by order Dia is deceased or if Dia is still a missing person on June 6, 2025 (at which point she will be presumed deceased by operation of law), then at that time, upon entry of an order of the court: (i) the funds held by the Independent Trustee shall be distributed 25% to Crisara (plus any amounts owed to Crisara under Section 3.2.2 and less any amounts owed by Crisara under Section 3.2.1), 25% to Clinton, and 50% to Harper, and (ii) the Independent Trustee shall take the steps necessary to unfreeze all frozen assets, as may be permitted by the authorities, in order to distribute them 25% to Crisara, 25% to Clinton, and 50% to Harper. No person other than Crisara, Clinton, or Harper shall have any beneficial interest in the Dia Kenshalo Abrams Trust.

3.5 2020 Restatement Invalid.

The 2020 Restatement is invalid and has no legal effect but shall be void *ab initio*.

3.6 Trust Interlineations Invalid.

On December 12, 2018, Dia purportedly interlineated her 2016 Trust with handwritten content and initials. Those interlineations are invalid and have no legal effect but shall be void *ab initio*.

3.7 POA Invalid.

The POA is invalid and has no legal effect but shall be void *ab initio*.

3.8 Disinheritance.

If any of the Parties are convicted of any crime in connection with Dia's disappearance or death, or if they are found by a court of competent jurisdiction to have withheld information related to Dia's disappearance or death, then any such persons shall receive no benefits under this Agreement and shall be disinherited from the Dia Kenshalo Abrams Trust, the estate of Dia Abrams, and any other assets relating to Dia Abrams, and the release in Section 6 shall be void. If any Party is disinherited pursuant to this Section 3.8, any assets that Party would have received from the Dia Kenshalo Abrams Trust, the estate of Dia Abrams, and any other assets relating to Dia Abrams shall be distributed pro rata to the other Parties.

3.9 Reimbursement of Attorney's Fees.

As soon as reasonably possible after the sale of property set forth in Section 3.2, above, the Independent Trustee shall reimburse the Children up to \$50,000 from the Dia Kenshalo Abrams Trust for their attorney's fees. This reimbursement is separate and apart from the Children's ultimate Trust distributions under Section 3.4, and from the reimbursement to Crisara of advanced funds set forth in Section 3.2.2. As soon as reasonably possible after the sale of property set forth in Section 3.2, above, the Independent Trustee shall reimburse Harper up to \$50,000 from the Trust for his attorney's fees. This reimbursement is separate and apart from Harper's ultimate Trust distributions under Section 3.4. Before reimbursing the Parties as set forth in this Section 3.9, the Independent Trustee shall confirm the amount of attorney's fees for which reimbursement is sought by reviewing attorney's fee invoices.

4. Dismissal. Within ten (10) days of the Effective Date:

4.1 Harper shall cause to be dismissed with prejudice his *Petition for Instructions Re: Confirmation of Successor Trustee.*

4.2 Crisara shall cause to be dismissed with prejudice her *Petition to Invalidate Trust Based on Undue Influence; and for Damages for Elder Abuse.*

4.3 Crisara shall cause to be dismissed with prejudice 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.*

4.4 The Children shall cause to be dismissed with prejudice their *Petition for Termination of Power of Attorney; for Revocation of Agents' Authority Under Power of Attorney; and for an Accounting.*

5. **No Contact.** From the Effective Date forward, Harper agrees that neither he, nor persons acting under, in concert with, for him, or on his behalf, shall initiate any direct or indirect contact with either of the Children either by phone, email, letter, text or any other mode of communication, including without limitation through the Children's agents or persons acting under, in concert with or for them, other than communications between Harper's and the Children's respective counsel.

6. **Releases.**

6.1 **Releases by the Children.**

Except as otherwise stated herein and except for the terms of this Agreement and expressly subject to Sections 3.8 and 6.3, herein, the Children and each of them, on their own behalf and on behalf of their heirs, predecessors, successors, assignees, attorneys, insurers, trustees, executors, and any other agents or representatives hereby and forever release and discharge Harper and his heirs, agents, predecessors, successors, assignees, attorneys, insurers, trustees, executors, and other agents or representatives in their fiduciary, individual, or beneficiary capacity, from any and all claims, demands, entitlements, obligations, indebtedness, damages, losses, lawsuits, costs, liabilities, and/or expenses based on any acts or omissions to act that took place before this Agreement was signed, arising out of or related to the Dia Kenshalo Abrams Trust.

6.2 **Releases by Harper.**

Except as otherwise stated herein and except for the terms of this Agreement and expressly subject to Sections 3.8 and 6.3 herein, Harper on his own behalf (individually and in his representative capacity) and on behalf of his heirs, predecessors, successors, assignees, attorneys, insurers, trustees, executors, and any other agents or representatives hereby and forever releases and discharges each of the Children and each of their respective heirs, agents, predecessors, successors, assignees, attorneys, insurers, trustees, executors, and other agents or representatives in their fiduciary, individual, or beneficiary capacity, from any and all claims, demands, entitlements, obligations, indebtedness, damages, losses, lawsuits, costs, liabilities, and/or expenses based on any acts or omissions to act that took place before this Agreement was signed, arising out of or related to the Claims.

6.3 **Exclusions to Releases.**

Nothing in this Agreement or otherwise shall be construed as a release of, by or on behalf of Dia, in her individual or her representative capacity. In the event any of the Parties is arrested

for Dia's murder, or complicity in Dia's murder, nothing in this Agreement shall be construed as a release of any wrongful death claim against any such Party.

7. **Purpose of Agreement.** This Agreement has been made to avoid the expense, inconvenience, and burden of further litigation proceedings, and so that the Parties can resolve their disputes in a mutually agreeable manner. This Agreement is a compromise of disputed claims and should not be construed or deemed to be an admission of liability or wrongdoing by any Party to any other Party. The Parties further expressly agree that nothing in this Agreement shall be construed as an admission or acceptance of the validity of the claims, causes of action, or contentions made by any party in the course of the pending litigation or in any pleading therein.

8. **No Further Action.** Other than the obligations and warranties set forth herein, and without in any way limiting the generality of the foregoing, it is further understood and agreed that the Parties hereto shall not directly or indirectly, jointly or severally, take or initiate or voluntarily cooperate or assist in any way with any person or persons which may take or initiate any action or actions of any nature whatsoever, which would derogate in any way from the effect of this Agreement.

9. **Binding Effect.** Each of the Parties to this Agreement hereby represents, covenants, and warrants that said Party, and the signatory for said Party, has read this Agreement, is fully aware of the contents and consequences of this Agreement, understands the Agreement, consents to the Agreement, and has the full right, power, and authority, to execute the Agreement on behalf of and as binding upon said Party (including, without limitation, in such Party's representative capacity) and to execute any and all documents as may be necessary to effectuate the terms of this Agreement. Each of the Parties also acknowledges that he or she has signed this Agreement out of his or her own free will and without any undue influence, duress, or other pressure, and that such Party was represented by competent counsel of such Party's choice in connection with the negotiation of this Agreement. This Agreement shall be binding on each of the Parties' successors, assigns, heirs, children, and all of their respective successors-in-interest without limitation.

10. **No Assignment of Claims.** The Parties, and each of them, hereby warrant and represent that they have not transferred or otherwise assigned, either by contract or operation of law, any of the claims released under this Agreement. To the extent that any such claims have been heretofore assigned or transferred, the Party which has made such assignment or transfer hereby agrees to defend, protect, indemnify, and hold the other party harmless from and against any and all claims that might be asserted against the other by reason of any such assignment or transfer.

11. **Representation.** The undersigned Parties acknowledge that each party has been advised to, and has had a full and fair opportunity to, review this Agreement with independent counsel of her choice, as to the meaning and consequences of the forgoing release and each of them acknowledges an understanding of the terms contained herein and the consequences thereof. Each Party further waives any and all claims arising from such Party's failure to so review this Agreement. Accordingly, the interpretation of this Agreement shall not be construed against any Party, and each Party shall be treated as though they fully participated in the drafting of this

Agreement. The provisions of California Civil Code section 1654 shall not apply, which provisions are hereby expressly waived by the Parties hereto.

12. **Attorney's Fees and Costs.** Except as set forth herein, each Party shall bear his or her own attorney's fees and costs in and/or relating to the Claims. If any Party files any lawsuit, petition, or motion to enforce this Agreement or to protect its respective interests in any manner under this Agreement, the prevailing party in connection with such lawsuit, petition, or motion shall be entitled to recover from the opposing party all attorney's fees and costs incurred in connection therewith.

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14. **Submission of Agreement for Court Approval.** The Children shall petition the Riverside County Superior Court for approval of this Agreement, and all Parties agree to cooperate in having it approved. If the Court deems it necessary, the Children shall seek the appointment of a guardian ad litem for Dia and/or any minor, unborn, and unascertained beneficiaries and potential beneficiaries.

15. **Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument and agreement.

16. **Savings Clause.** In the event that any of the terms, conditions, or covenants contained in this Agreement shall be held to be invalid, any such invalidity shall not affect any other terms, conditions, or covenants contained herein, each of which shall remain in full force and effect.

17. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of California.

18. **Facsimile/Scanned Signatures.** A signature on this Agreement by facsimile, scan, DocuSign, or other electronic means shall have the full force and effect and be as binding as an original signature in ink and may be used in the same manner

19. **No Modification or Amendment.** No amendment or modification of any of the provisions hereof shall be of any force or effect unless contained in a writing signed by all of the Parties.

20. **Integration Clause.** This Agreement supersedes all prior agreements and understandings between the Parties hereto, and constitutes the only and entire agreement between the Parties hereto respecting the subject matter hereof. To the extent of any inconsistency between the terms of this Agreement and the Dia Kenshalo Abrams Trust, the terms of this Agreement shall control.

Dated: _____

CRISARA ABRAMS, individually and as
successor trustee and beneficiary of the Dia
Kenshalo Abrams Trust dated December 16, 2016

Dated: _____

CLINTON ABRAMS, individually

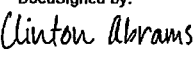
Dated: _____

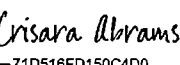
KEITH HARPER, individually, as successor
trustee and beneficiary of the First Amendment
and Complete Restatement to the Dia Kenshalo
Abrams Trust, and as named agent under the
Power of Attorney dated May 22, 2020

DRAFT

Abrams Trust – Term Sheet
August 5, 2022

1. These terms will be placed into a long-form settlement agreement.
2. These terms are subject to approval by Judge Evans.
3. Mr. Harper stays as co-trustee, but with limited powers:
 - a. Maintain ranch until sold
 - b. Maintain livestock
 - c. Must cooperate with the successor co-trustee, and make all disclosures for successor co-trustee to perform his or her fiduciary duties
4. Ms. Abrams to nominate other successor co-trustee/fiduciary, with court approval
 - a. That person manages all assets, tangible and intangible, including financial accounts to be included in the trust
 - b. That person is empowered to liquidate and monetize all assets with court approval and to be included in the trust
5. Ms. Abrams advances funds to pay fiduciary, and will be reimbursed from sale proceeds
6. Personal property
 - a. Successor Co-trustee inventories personal property items
 - b. Ms. Abrams may select what she wants
 - c. Her selected items are appraised by new successor co-trustee
 - d. Then the successor co-trustee deducts the value of those items from Ms. Abrams's share of the trust
7. Reward
 - a. From proceeds of sale, \$300K reward posted, parties request that successor co-trustee post the reward as soon as practicable
8. After 3 years, or upon court order, split is 50%(Harper)/25%(Clinton)/25%(Cisara)
9. Perpetrators disinherited if found to have been involved in Dia Abrams's death/disappearance
10. Attorney's fees reimbursed from trust
 - a. Mr. Harper and Ms. Abrams can each have up to \$50K reimbursed from trust

DocuSigned by:

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Clinton Abrams

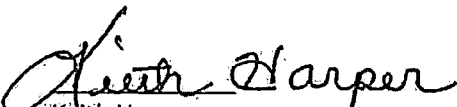
DocuSigned by:

71D516FD150C4D0...
Crisara Abrams

Keith Harper

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2. These terms are subject to approval by Judge Evans.
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 - b. Maintain livestock
 - c. Must cooperate with the successor co-trustee, and make all disclosures for successor co-trustee to perform his or her fiduciary duties
4. Ms. Abrams to nominate other successor co-trustee/fiduciary, with court approval
 - a. That person manages all assets, tangible and intangible, including financial accounts to be included in the trust
 - b. That person is empowered to liquidate and monetize all assets with court approval and to be included in the trust
5. Ms. Abrams advances funds to pay fiduciary, and will be reimbursed from sale proceeds
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 - a. Successor Co-trustee inventories personal property items
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 - c. Her selected items are appraised by new successor co-trustee
 - d. Then the successor co-trustee deducts the value of those items from Ms. Abrams's share of the trust
7. Reward
 - a. From proceeds of sale, \$300K reward posted, parties request that successor co-trustee post the reward as soon as practicable
8. After 3 years, or upon court order, split is 50%(Harper)/25%(Clinton)/25%(Crisara)
9. Perpetrators disinherited if found to have been involved in Dia Abrams's death/disappearance
10. Attorney's fees reimbursed from trust
 - a. Mr. Harper and Ms. Abrams can each have up to \$50K reimbursed from trust

Clinton Abrams

Crisara Abrams

 8/5/2022
Keith Harper

Approved

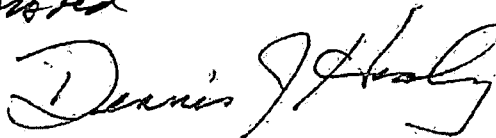


EXHIBIT 4

Spycia, Laura

From: Sorensen, Courtney
Sent: Monday, September 26, 2022 1:35 PM
To: Jacquetta Bardacos
Subject: RE: Dia Abrams Trust - Draft Settlement Agreement [W-US.FID741704]
Attachments: 11041050_11_ABRAMS - Settlement Agreement.DOCX; 11091141_1_ABRAMS - Term Sheet.PDF

Hi Jacquetta –

I understand you are likely getting up to speed on Mr. Healey's matters, but I just wanted to touch base with you on the status of your review of the settlement agreement in the Abrams matter. I have reattached it here for your convenience.

Thanks,

Courtney

Courtney Sorensen

Associate
Trust, Estate and Inheritance Disputes
t +1 619 564 6134
withersworldwide.com | [my profile](#)

Secretary: Laura Spycia t +1 619 329 6459

Withers Bergman LLP
12830 El Camino Real, Suite 350, San Diego CA 92130

From: Owens, Matthew <Matthew.Owens@withersworldwide.com>
Sent: Wednesday, September 14, 2022 12:07 PM
To: Jacquetta Bardacos <jacquetta@bclawgroup.com>
Cc: Sorensen, Courtney <Courtney.Sorensen@withersworldwide.com>
Subject: FW: Dia Abrams Trust - Draft Settlement Agreement [W-US.FID741704]

Hi Jacquetta,

Great speaking with you just now. The two documents I mentioned are attached here, and our last email to Mr. Healey is below.

Best,
Matt

Matthew Owens

Partner
Trust, Estate and Inheritance Disputes
t +1 415 872 3205
withersworldwide.com | [my profile](#)

Secretary: Amy Malensek t +1 619 564 6209

Withers Bergman LLP
909 Montgomery Street, Suite 300, San Francisco, CA 94133
12830 El Camino Real, Suite 350, San Diego, CA 92130

From: Sorensen, Courtney <Courtney.Sorensen@withersworldwide.com>
Sent: Monday, September 12, 2022 10:54 AM
To: Dennis Healey, Esq. <dennis@healeylaw.com>
Cc: Owens, Matthew <Matthew.Owens@withersworldwide.com>
Subject: Dia Abrams Trust - Draft Settlement Agreement [W-US.FID741704]

Mr. Healey:

Attached for your review and consideration please find a draft Settlement Agreement in the Dia Abrams Trust matter.

Thank you,

Courtney

Courtney Sorensen
Associate
Trust, Estate and Inheritance Disputes
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Secretary: Laura Spycia t +1 619 329 6459

Withers Bergman LLP
12830 El Camino Real, Suite 350, San Diego CA 92130

EXHIBIT 5

Spycia, Laura

From: Sorensen, Courtney
Sent: Monday, October 10, 2022 4:23 PM
To: Jacquetta Bardacos
Cc: Owens, Matthew; Julia Burt; Heidi Richert Clerc; Heidi Korzep
Subject: RE: Dia Abrams Trust [W-US.FID741704]

Jacquetta:

I understand your firm will be declining to represent Mr. Harper. We have not yet received your substitution of attorney, and are concerned about the real property issues set forth in my prior email. Please let me know if we can contact Mr. Harper directly to discuss this matter.

Thanks,

Courtney

Courtney Sorensen
Senior Associate
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withersworldwide.com | [my profile](#)

Secretary: Laura Spycia t +1 619 329 6459

Withers Bergman LLP
12830 El Camino Real, Suite 350, San Diego CA 92130

From: Jacquetta Bardacos <jacquetta@bclawgroup.com>
Sent: Monday, October 3, 2022 1:24 PM
To: Sorensen, Courtney <Courtney.Sorensen@withersworldwide.com>
Cc: Owens, Matthew <Matthew.Owens@withersworldwide.com>; Julia Burt <julia@bclawgroup.com>; Heidi Richert Clerc <heidi@bclawgroup.com>; Heidi Korzep <hkorzep@bclawgroup.com>
Subject: Re: Dia Abrams Trust [W-US.FID741704]

Hello:

I must advise you the firm of Burt + Clerc, Practice Administrator for Dennis Healey, will be taking appropriate steps to decline representation in this matter and will seek the appropriate order should we not receive a signed substitution of attorney. We will take this step in the next five days. In the interim, I will advise Mr. Harper of your concerns.

Best regards,
Jacquetta

Jacquetta Bardacos, Esq.

BURT + CLERC
73200 El Paseo, Suite 1B

Palm Desert, California 92260
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(f) 760-340-0035
jacquetta@bclawgroup.com
www.burtclerc.com

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From: "Sorensen, Courtney" <Courtney.Sorensen@withersworldwide.com>
Date: Monday, October 3, 2022 at 1:11 PM
To: Jacquetta Bardacos <jacquetta@bclawgroup.com>
Cc: "Owens, Matthew" <Matthew.Owens@withersworldwide.com>
Subject: Dia Abrams Trust [W-US.FID741704]

Ms. Bardacos:

I am writing to alert you to the fact that your client, Mr. Harper, is continuing to rent out the real property of the Dia Abrams Trust, including for weddings and events. Please see the advertisements [here](#) and [here](#). This is deeply concerning, as once the settlement is finalized and approved by the judge a neutral trustee will be in charge of the real property. Please ensure your client has removed all listing of any of the real property of the Dia Abrams Trust, and that he is not engaged in renting out the real property in any fashion.

Additionally, I would appreciate an update on the status of your review of the draft settlement agreement. I have reattached it here for your convenience.

Thanks,

Courtney

Courtney Sorensen
Associate
Trust, Estate and Inheritance Disputes
t +1 619 564 6134
withersworldwide.com | [my profile](#)

Secretary: Laura Spycia t +1 619 329 6459

Withers Bergman LLP
12830 El Camino Real, Suite 350, San Diego CA 92130*

*Please note our new address in One Paseo. We moved on August 1!

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EXHIBIT 6

Spycia, Laura

From: Julia Burt <julia@bclawgroup.com>
Sent: Wednesday, October 12, 2022 4:09 PM
To: Owens, Matthew; Jacquetta Bardacos; Sorensen, Courtney
Cc: Heidi Richert Clerc; Heidi Korzep
Subject: Re: Dia Abrams Trust [W-US.FID741704]

Dear Matthew:

This client has not retained by our firm and with the death of Mr. Healey his is now in pro per.

A letter of non-representation was sent to this client on 10/4/2022 by our firm.

And as his counsel of record is deceased, and we not have knowledge of his successor counsel.

Therefore, you need not give notice of your intended ex parte as this firm as we are not involved in this matter.

Julia

Julia E. Burt
Attorney CPA
Certified Specialist in Estate Planning, Trust & Probate Law

PLEASE NOTE OUR NEW FIRM NAME IS BURT + CLERC AND MY NEW EMAIL ADDRESS IS julia@bclawgroup.com

BURT + CLERC
73200 El Paseo, Suite 1B
Palm Desert, California 92260
(t) 760-340-0034
(f) 760-340-0035
julia@bclawgroup.com
www.burtclerc.com

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--

From: Owens, Matthew <Matthew.Owens@withersworldwide.com>
Date: Wednesday, October 12, 2022 at 3:22 PM
To: Jacquetta Bardacos <jacquetta@bclawgroup.com>, Sorensen, Courtney <Courtney.Sorensen@withersworldwide.com>
Cc: Julia Burt <julia@bclawgroup.com>, Heidi Richert Clerc <heidi@bclawgroup.com>, Heidi Korzep <hkorzep@bclawgroup.com>
Subject: RE: Dia Abrams Trust [W-US.FID741704]

Jacquetta:

We have heard Mr. Harper is making permanent changes to the property, among other urgent concerns. We will need to present this issue, as well as the status of the settlement, to the Probate Court via ex parte application. We will provide notice once the papers are prepared.

If there are any developments in terms of Mr. Harper's representation and/or participation in the case in *propria persona* please let me know.

We recognize your firm is in a difficult position here, but unfortunately my clients cannot wait any longer.

Best,
Matt

Matthew Owens
Partner
Trust, Estate and Inheritance Disputes
t +1 415 872 3205
withersworldwide.com | [my profile](#)

Secretary: Amy Malensek t +1 619 564 6209

Withers Bergman LLP
909 Montgomery Street, Suite 300, San Francisco, CA 94133
12830 El Camino Real, Suite 350, San Diego, CA 92130

From: Jacquetta Bardacos <jacquetta@bclawgroup.com>
Sent: Tuesday, October 11, 2022 9:03 AM
To: Sorensen, Courtney <Courtney.Sorensen@withersworldwide.com>
Cc: Owens, Matthew <Matthew.Owens@withersworldwide.com>; Julia Burt <julia@bclawgroup.com>; Heidi Richert Clerc <heidi@bclawgroup.com>; Heidi Korzep <hkorzep@bclawgroup.com>
Subject: Re: Dia Abrams Trust [W-US.FID741704]

Hello Courtney:

I understand your position. We will need to look into the issues you raise and either Julia Burt or Heidi Richert Clerc will get back to you soon.

Best regards,
Jacquetta

Jacquetta Bardacos, Esq.

BURT + CLERC
73200 El Paseo, Suite 1B
Palm Desert, California 92260
(t) 760-340-0034
(f) 760-340-0035
jacquetta@bclawgroup.com
www.burtclerc.com

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From: "Sorensen, Courtney" <Courtney.Sorensen@withersworldwide.com>
Date: Monday, October 10, 2022 at 4:23 PM
To: Jacquetta Bardacos <jacquetta@bclawgroup.com>
Cc: "Owens, Matthew" <Matthew.Owens@withersworldwide.com>, Julia Burt <julia@bclawgroup.com>, Heidi Richert Clerc <heidi@bclawgroup.com>, Heidi Korzep <hkorzep@bclawgroup.com>
Subject: RE: Dia Abrams Trust [W-US.FID741704]

Jacquetta:

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Courtney

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Subject: Re: Dia Abrams Trust [W-US.FID741704]

Hello:

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Jacquetta

Jacquetta Bardacos, Esq.

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jacquetta@bclawgroup.com
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From: "Sorensen, Courtney" <Courtney.Sorensen@withersworldwide.com>
Date: Monday, October 3, 2022 at 1:11 PM
To: Jacquetta Bardacos <jacquetta@bclawgroup.com>
Cc: "Owens, Matthew" <Matthew.Owens@withersworldwide.com>
Subject: Dia Abrams Trust [W-US.FID741704]

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Additionally, I would appreciate an update on the status of your review of the draft settlement agreement. I have reattached it here for your convenience.

Thanks,

Courtney

Courtney Sorensen
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Trust, Estate and Inheritance Disputes

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Secretary: Laura Spycia t +1 619 329 6459

Withers Bergman LLP
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*Please note our new address in One Paseo. We moved on August 1!

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EXHIBIT 7

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SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF RIVERSIDE

In re the)	Case No.
)	PRIN2100297
DIA KENSHALO ABRAMS TRUST)	
DATED DECEMBER 16, 2016)	
_____)	
)	
CRISARA ABRAMS, an individual,)	
)	
Petitioner,)	
)	
vs.)	
)	
KEITH HARPER, an individual)	
and as trustee; and DOES 1)	
through 50, inclusive,)	
)	
Respondents.)	
_____)	

DEPOSITION OF KEITH L. HARPER

June 30, 2022

Conducted Remotely

Witness Location:

Palm Desert, California

Pages 1 - 216

Reported by:
Lisa O'Sullivan
CA CSR No. 7822
AZ CR No. 50952
RMR, CRR
Job No. 10102234

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The deposition of Keith L. Harper, conducted remotely with all participants appearing via videoconference, with witness location stated as Palm Desert, California, taken on behalf of the petitioner, on Thursday, June 30, 2022, from 10:09 a.m. to 4:32 p.m. Pacific Standard Time, before Lisa O'Sullivan, California Certified Shorthand Reporter No. 7822, Arizona Certified Reporter No. 50952, Registered Merit Reporter, Certified Realtime Reporter.

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APPEARANCES OF COUNSEL

For the Petitioner:

Matthew R. Owens, Esq.
Withers Bergman LLP
101 West Broadway, Suite 1000
San Diego, California 92101
619.564.6170
Matthew.owens@withersworldwide.com

For the Respondents:

Dennis J. Healey, Esq.
74-075 El Paseo, Suite A-5
Palm Desert, California 92260
760.568.5661
Dennis@healeylaw.com

Also Present:

Ryan Asanas, Remote Monitor
Crisara Abrams
Clinton Abrams
David Gotfredson

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P R O C E E D I N G S

- - -

KEITH L. HARPER,

having been first duly sworn or affirmed,
was examined and testified as follows:

EXAMINATION

BY MR. OWENS:

Q. Good morning, Mr. Harper. My name is Matt Owens. I represent Crisara Abrams and Clinton Abrams, and I will be taking your deposition today.

Could you please state your full name for the record and spell your last name.

A. Keith L. Harper, H-A-R-P-E-R.

Q. And where are you right now?

A. I'm at my attorney's office.

Q. Are you in the same room with your attorney?

A. I am not.

Q. Is there anyone in the room with you right now?

A. No.

Q. No?

A. No.

Q. Do you have any papers in front of you?

A. No.

Q. Are you -- it says "Dennis's iPad" on your screen. Are you on an iPad right now?

1 not paying the mortgage?

2 A. I have always paid the mortgage, and I will
3 continue to pay the mortgage.

4 Q. On the ranch property?

5 A. Correct.

6 Q. When we say "ranch," I think you and I both
7 know what we're talking about, but just for the record,
8 you're talking about 58111 Bonita Vista Road?

9 A. Correct. I've paid over 200,000 towards the
10 mortgage in two years.

11 Q. So I'm ready to go to the next exhibit, but I
12 think we should take a break here. Let's go off the
13 record.

14 (Recess, 2:44 p.m. to 2:59 p.m.)

15 MR. OWENS: All right. Let's go back on the
16 record.

17 Q. Mr. Harper, on that Sky High property that's
18 now being rented out, where are you depositing the money
19 from the rent?

20 A. Where am I depositing it? In the bank with
21 Hemet. Why? It's in Hemet.

22 Q. Is it called the Bank of Hemet? Is that what
23 you said?

24 A. Yes.

25 Q. Do you have an account that's titled in the

1 name of Dia's trust?

2 A. No.)

3 Q. Who is the owner on the account that you're
4 depositing the rent money into?

5 A. I am.)

6 Q. Anyone a joint owner on that account?

7 A. What's that?

8 Q. Is there a joint owner on the account?

9 A. No.)

10 MR. HEALEY: Well, it's a trust account for the
11 trust.

12 THE WITNESS: Right. It's only -- it's only
13 her documents that we -- and bills that we pay from
14 that.

15 Q. (BY MR. OWENS:) But the title on the account
16 is your name, not the trust, right?

17 A. Yes. It may be under Bonita Vista Ranch. I'd
18 have to check. It was originally listed in there, and
19 we had to make a change. I'm not sure how they
20 transferred it.

21 Q. Let me ask about the ranch. That's a big
22 property, right? Over 100 acres?

23 A. Yes.

24 Q. Do you have any -- sorry. I didn't hear if
25 someone said something.

1 over the next few months, do you have an account where
2 you're planning to put those funds?

3 A. Yes.

4 Q. Are you planning to put it in this account
5 we're looking at or somewhere else?

6 A. It goes into that account. It can never come
7 out. That makes it an unuseful account.

8 Q. So is it your plan, then, if you get income
9 from a wedding or Airbnb, to put those funds in that
10 Bank of Hemet account?

11 A. Yes. That basically is Dia's account.

12 Q. So if we go to the end -- let's see. Page 12
13 of Exhibit 8, this is May of 2022, so just last month.
14 There is about 36,000, 37,000 dollars in the account,
15 somewhere in there.

16 Is it your understanding those funds are still
17 in the account?

18 A. Yes, they are. There's no way of getting them
19 out.

20 Q. Okay. Let me go to the next exhibit.

21 Okay. Mr. Harper, I'll mark as Exhibit 9
22 another collection of bank statements from Chase. This
23 is a 10-page document. This is for the account ending
24 in 2181.

25 (Exhibit 9 is marked for identification and

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REPORTER CERTIFICATION

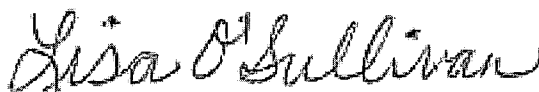
I, the undersigned certified shorthand reporter licensed in the States of California and Arizona, do hereby certify:

That the foregoing deposition of Keith L. Harper was taken remotely before me at the date and time therein set forth, at which time the witness was put under oath or affirmation by me;

That the foregoing pages constitute a full, true, and accurate transcript of all proceedings had in the matter.

I further certify that I am not related to nor employed by any of the parties hereto and have no interest in the outcome of the action.

In witness whereof, I have subscribed my name this date: July 13, 2022.



Lisa O'Sullivan
CA CSR No. 7822
AZ CR No. 50952
RMR, CRR

EXHIBIT 8

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SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF RIVERSIDE

In re the
DIA KENSHALO ABRAMS TRUST
DATED DECEMBER 16, 2016

CRISARA ABRAMS, an
individual,
Petitioner,

vs. Case No. PRIN2100297

KEITH HARPER, an
individual and as
trustee; and DOES 1
through 50, inclusive,
Respondent.

DEPOSITION OF DIANA FEDDER

Monday, April 11, 2022

(Conducted Remotely Through Zoom)

Stenographically Reported By:
Danielle D. Cruzat
CSR No. 13650

Job No. 10097677

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SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF RIVERSIDE

In re the
DIA KENSHALO ABRAMS TRUST
DATED DECEMBER 16, 2016

CRISARA ABRAMS, an
individual,
Petitioner,

vs.

Case No. PRIN2100297

KEITH HARPER, an
individual and as
trustee; and DOES 1
through 50, inclusive,
Respondent.

Deposition of DIANA FEDDER, taken on
behalf of Petitioner, conducted remotely through Zoom,
beginning at 10:11 a.m. and ending at 12:59 p.m. on
Monday, April 11, 2022, before Danielle D. Cruzat,
Certified Shorthand Reporter No. 13650.

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REMOTE APPEARANCES

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For Respondent:

LAW OFFICE OF DENNIS J. HEALEY
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Also Present:

Clinton Abrams
Vincent Taisague (Aptus Monitor)

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Conducted Remotely, Monday, April 11, 2022

10:11 a.m.

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THE STENOGRAPHER: Good morning. We are on the record. The time is 10:11 a.m. My name is Danielle Cruzat, CSR No. 13650. I am a code-compliant reporter.

Before I administer the oath to the witness, I will ask counsel to agree on the record that there is no objection to this deposition officer, licensed and located in California, administering a binding oath to the witness located in Broxton, Georgia, via videoconference beginning with the noticing attorney.

MR. OWENS: No objection. I stipulate.

MR. HEALEY: No objection. I stipulate also.

---o0o---

DIANA FEDDER,

having been administered an oath, was examined and testified as follows:

---o0o---

EXAMINATION

BY MR. OWENS:

Q. Hi, Ms. Fedder. My name is Matt Owens, and I am an attorney representing Crisara Abrams and Clinton Abrams in a dispute involving their mother's trust. And I will be taking your deposition today. And then

1 A. In Florida.

2 Q. So let me see if I can get the time frame here.
3 Is it your understanding that Dia Abrams went missing at
4 some point in June of 2020?

5 A. June 7th, if I remember the date correctly.

6 Q. And then is it -- was it the case that shortly
7 thereafter you started helping Mr. Harper with the tasks
8 you described earlier?

9 A. Pretty much from the next day when I found out
10 about her being missing.

11 Q. So from June 2020 to December 2020 or perhaps
12 January 2021, you were helping Mr. Harper with those
13 tasks you described earlier?

14 A. Yes. I was -- I was documenting everything.
15 And everything I did, I discussed with Dia's best friend
16 to make sure we were on the same page.

17 Q. Did you ever provide to Mr. Harper a copy of
18 that Excel spreadsheet you were talking about?

19 A. Yes, sir.

20 Q. Did you ever provide to Mr. Harper a copy of
21 that handwritten ledger you were talking about?

22 A. No, sir. I took everything from that ledger
23 and then I put it onto Excel. But I still kept the
24 handwritten. I didn't get rid of it.

25 Q. How did you provide the Excel to Mr. Harper?

1 Was that in an e-mail? Or how did you deliver it to
2 him?

3 A. In person.

4 Q. So it was --

5 A. I don't think he had a computer.

6 Q. Did you give him a printed out hardcopy of the
7 Excel spreadsheet?

8 A. Yes, sir.

9 Q. What about all the receipts you were talking
10 about? Do you still have those in your physical
11 possession now?

12 A. No, sir. Let's see. Just the ones from a bank
13 account I set up for her. Let's see. JPMorgan Chase.
14 I have a deposit, a few deposit slips for JPMorgan Chase
15 for payments. All the other books -- all the other
16 receipts I gave to him, if I recall. I don't have them
17 on my person. So I gave it to him in a folder.

18 Q. Okay. Are -- what I'm trying to figure out,
19 Ms. Fedder, if there are any records in your possession
20 that Mr. Harper didn't have related to Dia's financial
21 affairs.

22 Do you believe any such records exist?

23 A. I gave him copies of the bank statements. So
24 he should have all that. And I think he also obtained
25 that from the bank, from Chase. I set up an account for

1 her at Bank of Hemet so that way it all went to an
2 account that I could pay her bills from. It was in my
3 name, but I wanted a documented record of any money that
4 came in or went out.

5 Q. When you say the bank account was in your name,
6 you mean it just said Diana Fedder as account owner?

7 A. Yes, sir. I opened an account with my name on
8 it because we had no access to her accounts. So we
9 could not deposit money into her accounts and we could
10 not pay bills with her accounts. So the easiest way
11 for -- to pay for her bills was for me to set up a bank
12 account in my name. Any money that came in or any money
13 that went out were all Dia's, so that way there was a
14 nice transaction payment to Southern California Edison,
15 or water payments, fire insurance. That all -- any
16 checks written, even though my name was on it, came from
17 her account.

18 Q. When you say "her account" --

19 A. That I set up. Sorry.

20 Q. Yeah. Okay. All right. And that Bank of
21 Hemet, is that -- do you recall if that's the one on
22 Florida Avenue in Hemet, California?

23 A. That's the main branch. The other branch is in
24 Anza. And then that account was closed out.

25 Q. How do you spell Anza?

1 A. A-N-Z-A.

2 Q. Does Mr. Harper have copies of all the bank
3 statements from the Bank of Hemet account?

4 A. Yes. I would provide him a copy every month
5 when we went over the financials.

6 Q. Do you have any idea if that account is still
7 open?

8 A. It should not be. I withdrew the money and
9 gave it to Keith Harper when I left.

10 Q. Did you do, like, a cashier's check? Or what
11 did you do?

12 A. I know it was not a cashier's check. I believe
13 it was just a written check.

14 Q. That's okay. It's not a big deal if you can't
15 recall.

16 A. It was a check. It was a check. Yes.

17 Q. Okay. What's the highest balance you recall
18 ever being in the bank account at any given time?

19 A. Well, I started it with \$25 of my money to get
20 it started. And then we started earning money on
21 Airbnb. And the highest amount we got to was 11 -- no,
22 13,000. And that included income from a wedding. But
23 usually the running total was a thousand a month as a
24 balance.

25 Q. So the income -- what income sources did

1 Ms. Abrams have during that time period when you were
2 managing that account?

3 A. She had no income sources. She had just
4 started. So she has a residence called Sky High.
5 That's how I know Sky High Ranch. I don't know the
6 address. It's just down the street from Bonita Vista.
7 I know she obtained rent from those individuals.

8 However, when she went missing, they absconded.
9 So there was no rent coming in from that. That money
10 she would use to pay her caretaker, Isidro. So there
11 was no money to pay Isidro to take care of everything.
12 So Julie Stanford and I -- or let me step back.

13 Dia and I set up Airbnb at her Garner Valley
14 house in February, and we had been cleaning that house
15 out, moving everything to Bonita Vista, and we had set
16 up Airbnb to begin. I think it was in May that it just
17 started. And we had a few reservations. So we had that
18 money coming in for a short time.

19 And then when Dia went missing and we found
20 that there was no money to pay her bills, her best
21 friend, Julie Stanford, and I came up with an idea to go
22 forth and start cleaning Bonita Vista, which is
23 something Dia and I were going to work on once Garner
24 Valley was up and running. She had already started, but
25 we weren't there yet.

1 Q. How many properties did she own at the time she
2 went missing?

3 A. Four. Garner Valley. Bonita Vista has two --
4 two properties there. I think one is land and one is
5 the house.

6 Q. When you say "the house," you mean that was
7 Dia's primary residence?

8 A. Yes. And then there was Sky High.

9 Q. I just want to make sure I'm on the same page
10 with you.

11 I have the Sky High property, right? She owned
12 that one?

13 A. Yes.

14 Q. And there were tenants in that one around the
15 time that she went missing. But they shortly,
16 thereafter, vacated the property; is that right?

17 A. Within two days. Yes.

18 Q. Okay. And then I have -- just going down a
19 list -- Bonita Vista, the land with no residence on it?

20 A. Correct.

21 Q. And then as a third one, I have Bonita Vista
22 with the residence on it where Dia lived, right?

23 A. Yes.

24 Q. And then I have Garner Valley. That's the
25 fourth one?

1 A. Yes, sir.

2 Q. Was there a structure on Garner Valley?

3 A. It was a house. It was a five-acre property
4 with a house and a barn.

5 Q. Okay. And you had been working with Dia on
6 basically making Garner Valley an Airbnb before she went
7 missing?

8 A. Yes.

9 Q. After she went missing, did Garner Valley
10 continue to operate as an Airbnb?

11 A. Yes.

12 Q. Do you know how long?

13 A. There, not for long. There was a permanent
14 tenant that moved in, I think, in September of 2020.

15 Q. Do you know if that tenant is still there?

16 A. No, they are not.

17 Q. Do you know if there is any tenant there now?

18 A. I have no idea.

19 Q. Okay. Do you know how long that tenant that
20 moved in September 2020 remained?

21 A. I want to say six months.

22 Q. Let's talk about the Sky High property. So
23 after those tenants vacated within days of Dia going
24 missing, do you know if there were ever any other
25 tenants that then lived at that property?

1 A. I do not have personal knowledge of that. I
2 did go to the residence and turn everything off. I have
3 never been there before but made sure the gas and water
4 was off. I was told that those same tenants came back.
5 But I, again, never went there and never saw them. So I
6 don't know for a fact.

7 Q. What about during that roughly six-month period
8 when you were helping with the bank account, did you
9 ever see income coming in from that Sky High property
10 during that time period?

11 A. Let's see, I believe at the top of my head I
12 remember -- I have documented Sky High rent. July 3rd
13 and rent August 1st.)

14 Q. Of 2020?

15 A. Yes. And September 1st.)

16 Q. What was the amount, the monthly rental amount?

17 A. 2,000. So I believe Dia accepted \$2500 a month
18 at Sky High. The renters there left. The house was
19 raided by the police department, and they took off. And
20 they came back -- I was told they came back at \$2,000 a
21 month rent. And Keith Harper would obtain the money and
22 would give it to me to put into the account to pay the
23 bills.)

24 And then after he paid off that property, Sky
25 High property, he used his own money for that. He

1 started keeping whatever rent came in, which I did not,
2 agree with. I felt . . .

3 Q. What do you mean keeping it, keeping it
4 personally like it was his money?

5 A. Well, to pay himself back for purchasing the
6 property. I believe he paid it off. It was \$20,000 to
7 pay off the property.

8 Q. The mortgage on the property?

9 A. Yes, sir.

10 Q. When the police raided, what was that about?
11 Was that, like, a marijuana grower or something?

12 A. I do know that they were growing marijuana.
13 Dia had told me that as well as Isidro. But I don't
14 know if that was the main reason they went there or if
15 it was because of the Dia situation in conjunction.

16 I did have a copy of that search warrant that
17 was left on the counter. I want to say Harper has that,
18 but I can look to see if I have a copy of it. I will
19 look for it.

20 Q. The Sky High property, that has a house on it?

21 A. It's a mobile home.

22 Q. All right. Let's talk about the wedding that
23 you mentioned. Where was that wedding held?

24 A. The wedding was held in the pasture.

25 Q. What property?

1 A. Oh, I'm sorry, Bonita Vista.

2 Q. The Bonita Vista property with a house on it?

3 A. Yes, sir.

4 Q. And how did it come to be that there was a
5 wedding on the property?

6 A. We were having problems with obtaining rent or
7 to raise money to pay bills. In the short time that we
8 had or that I was there, we were able to pay 18 months
9 worth of back bills that were owed. But we still didn't
10 have enough money coming in to pay for the upkeep of the
11 house.

12 So we came up with a plan to host weddings or
13 engagement photos at her property. Dia had had weddings
14 there numerous time before and she wanted to start doing
15 that again. So we decided we could have outdoor
16 weddings, but we would see if it would be feasible to do
17 it because we would have to bring in chairs and tables.
18 And there was a lot of work to go into that. It did
19 raise some money. But it was a lot of work and a lot of
20 donated time from Dia's friends to make it happen.

21 Q. So did you end up just doing the one wedding,
22 then?

23 A. Yes, sir.

24 Q. How did you go about advertising the
25 availability of the property for a wedding?

1 A. WeddingWire.

2 Q. Were there ever any occasions when people
3 reserved the property to do other events? Like, you
4 mentioned engagement photos. Was there anything along
5 those lines?

6 A. They did not have to book for wedding photos or
7 anything. They would -- most of the people that came
8 were people that Dia knew. There were no structured
9 events that I recall. Just family outings.

10 Q. What about anything that resulted in someone
11 paying a fee to you or Mr. Harper that you put in that
12 account?

13 A. Airbnb at Bonita Vista.

14 Q. Okay. So the Bonita Vista property at the
15 house, I understand that you set that one up as an
16 Airbnb. Did that continue to run the entire roughly six
17 months when you were helping out?

18 A. Yes.

19 Q. And then the Bonita Vista property with the
20 land, I'm going to assume there was no income coming in
21 on that one; is that right?

22 A. No.

23 Q. No income for that one?

24 A. No income.

25 Q. Garner Valley was an Airbnb after Dia went

1 missing, right?

2 A. And then a permanent renter.

3 Q. Okay. Other than what we have just gone over
4 here, can you think of any other income sources that
5 were coming in during that six-month window when you
6 were helping out?

7 A. There was a garage sale that Dia and I had set
8 up prior to her going missing. She had everything
9 separated to sell, like old towels. What else? Old
10 dishes, stuff she would buy at T.J.Maxx that she had too
11 many of that she put aside. And her and Isidro had --
12 we had done this every year. So all of her stuff was in
13 bins, and we had that garage sale. And we used that to
14 buy feed for the animals.

15 Q. Was that one occasion or multiple?

16 A. Yes. No, just one occasion.

17 Q. Do you recall approximately how much money you
18 got from the garage sale?

19 A. I think it was like \$500.

20 Q. And did you put that money into that account at
21 Bank of Hemet?

22 A. Yes.

23 Q. All right. Now, we got the garage sale on the
24 list. Can you think of any other income sources during
25 that six-month window that we have not already covered?

1 A. No, sir.

2 Q. Let me go back to your -- the idea of your
3 deposition today.

4 Did you communicate with anyone about the fact
5 that you were having a deposition today?

6 A. Julie Stanford.

7 Q. When did you -- and I'm sorry, could you, for
8 the benefit of the court reporter and the record, could
9 you spell her last name?

10 A. S-T-A-N-F-O-R-D.

11 Q. When did you speak with Ms. Stanford?

12 A. She called me on Saturday.

13 Q. And on Saturday, you and Ms. Stanford discussed
14 your deposition?

15 A. No. Just that she received a court thing in
16 the mail. And I explained what a deposition was.

17 Q. Did you discuss with Ms. Stanford the substance
18 of any testimony that you plan to offer?

19 A. No.

20 Q. Did Ms. Stanford express to you the substance
21 of any testimony she plans to offer at her deposition?

22 A. No.

23 Q. Did you talk to Ms. Stanford about the trust or
24 will or any estate planning document of Dia Abrams?

25 A. No. Just that it existed.

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I, the undersigned, a Certified Shorthand Reporter of the State of California, do hereby certify:

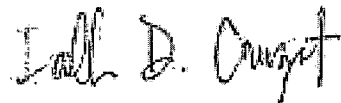
That the foregoing proceedings were taken before me at the time and place herein set forth; that any witnesses in the foregoing proceedings, prior to testifying, were administered an oath; that a record of the proceedings was made by me using machine shorthand which was thereafter transcribed under my direction; that the foregoing transcript is a true record of the testimony given.

Further, that if the foregoing pertains to the original transcript of a deposition in a Federal Case, before completion of the proceedings, review of the transcript [X] was [] was not requested.

I further certify I am neither financially interested in the action nor a relative or employee of any attorney or any party to this action.

IN WITNESS WHEREOF, I have this date subscribed my name.

Dated: April 21, 2022



DANIELLE D. CRUZAT
CSR No. 13650

EXHIBIT 9

Spycia, Laura

From: Owens, Matthew
Sent: Thursday, October 20, 2022 3:13 PM
To: durangotang48@gmail.com; KHarper54@outlook.com
Cc: Sorensen, Courtney; Spycia, Laura
Subject: ABRAMS TRUST - NOTICE OF EX PARTE APPLICATION [W-US.FID741704]
Attachments: Notice of Ex Parte Application.pdf; Memorandum of Ps and As.pdf

Mr. Harper:

This email will confirm what I just told you on the phone.

PLEASE TAKE NOTICE that on **October 24, 2022**, at **10:00 a.m.**, or as soon thereafter as the matter may be heard in **Department PS3** of the Riverside County Superior Court, located at **3255 E Tahquitz Canyon Way, Palm Springs, California 92262**, Petitioners Crisara Abrams and Clinton Abrams, children of Lydia (aka Dia) Kenshalo Abrams, will seek, on an ex parte basis, a Court order approving the Term Sheet executed by Petitioners and Keith Harper on August 5, 2022, as a final settlement agreement in this matter.

Alternatively, Petitioners will seek a Court order suspending Keith Harper as trustee of the Dia Kenshalo Abrams Trust dated December 16, 2016, as restated on May 22, 2020, appointing Invenz, Inc., by its Chief Executive Officer, Richard Munro, as temporary trustee, and setting this matter for trial.

This application is based on the attached Notice of Ex Parte Application and Memorandum of Points and Authorities, as well as the declarations we will send you subsequently, the complete files and records of this action, and such additional oral and documentary evidence as may be presented at or before the time of the hearing on this application.

Complete copies of the filed ex parte application will be provided shortly.

Please let me know at your earliest convenience whether you plan to oppose this ex parte application.

Best,
Matt

Matthew Owens
Partner
Trust, Estate and Inheritance Disputes
t +1 415 872 3205
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Secretary: Amy Malensek t +1 619 564 6209

Withers Bergman LLP
909 Montgomery Street, Suite 300, San Francisco, CA 94133
12830 El Camino Real, Suite 350, San Diego, CA 92130

EXHIBIT 10

Spycia, Laura

From: Owens, Matthew
Sent: Thursday, October 20, 2022 3:16 PM
To: diana.fedder@yahoo.com
Cc: Sorensen, Courtney; Spycia, Laura
Subject: ABRAMS TRUST - NOTICE OF EX PARTE APPLICATION [W-US.FID726100]
Attachments: Notice of Ex Parte Application.pdf; Memorandum of Ps and As.pdf

Ms. Fedder:

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Best,
Matt

Matthew Owens

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