

1 BUCHALTER
A Professional Corporation
2 MICHAEL L. WACHTELL (SBN: 47218)
GORDON C. STUART (SBN: 294321)
3 1000 Wilshire Blvd., Suite 1500
Los Angeles, CA 90017
4 Email: gstuart@buchalter.com;

5 Attorneys for Petitioner and Trustee
6 INVENZ, INC.

FILED
Superior Court of California
County of Riverside
3/5/2024
P. Cervantes
Electronically Filed

7
8 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
9 **COUNTY OF RIVERSIDE**

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

12
13 CLINTON ABRAMS, an individual; and
14 CRISARA ABRAMS, an individual,

15 Petitioners,

16 v.

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

19 Respondents.
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Case No. PRIN2100297
Assigned to Honorable Russell Velasquez
Department: PS3

TRUSTEE INVENZ, INC.'S *EX PARTE*
APPLICATION FOR AUTHORIZATION
TO SELL TRUST REAL PROPERTY
(TOOL BOX SPRING PROPERTY)

*[Concurrently filed with Declaration of
Richard Munro, Stipulation, and Proposed
Order]*

DATE: March 8, 2024
TIME: 10:00 a.m.
DEPT: PS3

1 **TO ALL INTERESTED PARTIES AND THEIR ATTORNEYS OF RECORD:**

2 **NOTICE IS HEREBY GIVEN** that on March 8, 2024, at 10:00 a.m., in Department PS3
3 of the Riverside County Superior Court, located at 3255 E. Tahquitz Canyon Way, Palm Springs,
4 CA 92262, Invenz, Inc., by and through its Chief Executive Officer, Richard Munro (“Trustee”),
5 the Court appointed Trustee of the Dia Kenshalo Abrams Trust dated December 16, 2016
6 (“Trust”), will and hereby does move by *Ex Parte* Application for authority to sell the Trust’s real
7 property located at 36581 Tool Box Spring Road, Mountain Center, CA 92561 (“the Tool
8 Box Spring Property”). This *Ex Parte* Application is based, in part, upon the parties’
9 Stipulation for Sale of Trust Real Property, whereby the beneficiaries of the Trust have expressly
10 consented to the sale of the Tool Box Spring Property and the relief requested herein. (See **Exhibit**
11 7 to Munro Decl.)

12 **I. SUMMARY OF EX PARTE APPLICATION**

13 1. The Trustee was appointed Trustee of the Trust by order dated March 23, 2023 (the
14 “Appointment Order”). Although the Trust provides that the acting trustee has the power to sell
15 Trust property, the Appointment Order states that the Trustee must obtain prior court approval
16 before liquidating Trust assets. With respect to the Tool Box Spring Property, the Trustee
17 marketed the property for seven (7) months, but only just recently received an offer which
18 the Trustee believes should be accepted. At the same time, the mortgage on the Tool Box Spring
19 Property is in default (it was in default before the Trustee was appointed and the lender has
20 cooperated in good faith to forebear on foreclosing in light of the anticipated sale). The Tool Box
21 Spring Property is also currently vacant, not generating any income, and the Trustee has had
22 to incur meaningful expenses just to get the property sale ready, albeit there is still significant
23 maintenance and repair work to do. The Trustee has provided all relevant information to the
24 beneficiaries of the Trust and they are in agreement that the Trustee should sell Tool Box Spring
25 Property.

26 2. Based upon the foregoing, the Trustee respectfully requests the Court grant this *Ex*
27 *Parte* Application and authorize the Trustee to sell the Tool Box Spring Property on the terms and
28 conditions set forth in the Proposed Application was provided on March 4, 2024, by email as

12 **II. NOTICE OF EX PARTE APPLICATION**

EX PARTE APPLICATION FOR AUTHORIZATION TO SELL TRUST REAL PROPERTY

1 follows:

- 2 a. To counsel for Clinton Abrams and Crisara Abrams, Matthew Owens of Sheppard
3 Mullin Richter & Hampton, LLP, at mowens@sheppardmullin.com; and
4 b. To counsel for Keith Harper, Maryann Briseno of The Briseno Law Firm, P.C., at
5 maryann@thebrisenolawfirm.com.

6 4. A true and correct copy of the email notification is marked and attached hereto as

7 **Exhibit 1.**

8 5. The Trustee does not anticipate any opposition to the *Ex Parte* Application as the
9 interested parties have all stipulated to the requested relief.

10 **III. JURISDICTION AND VENUE**

11 6. The Court has jurisdiction over this matter under Probate Code sections 17000 –
12 17004, 17200, subdivision (a), and 17200, subdivision (b)(1) because this matter concerns the
13 internal affairs of a trust.

14 7. Venue is proper in Riverside County under Probate Code sections 17004 and 17005
15 because (i) the Court already has jurisdiction over the Trust, and (ii) the Trust estate at issue,
16 including real property, is situated in the County of Riverside, State of California.

17 **IV. PARTIES**

18 8. The Trustee is informed and believes, and thereon alleges, that Lydia (aka Dia)
19 Kenshalo Abrams executed the Trust as Settlor (“Settlor Dia”) on December 16, 2016. Settlor Dia
20 disappeared over three years ago, on or about June 6, 2020. The circumstances surrounding her
21 disappearance are currently under investigation by law enforcement and an active homicide case
22 remains open.

23 9. The Trustee is a corporation doing business in the State of California, the Court-
24 appointed Trustee of the Trust, and an interested party under Probate Code sections 48 and 17200.

25 10. Crisara Abrams and Clinton Abrams are children of Dia Kenshalo Abrams,
26 beneficiaries of the Trust, and interested parties under Probate Code sections 48 and 17200.

27 11. Keith Harper is a beneficiary of the Trust, and a resident of the County of Riverside.
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V. RELEVANT FACTS

a. Background Regarding Trustee’s Appointment and Power to Sell Trust Property

12. On or about December 16, 2016, Settlor Dia executed the Trust. (See **Exhibit 2** to Munro Decl.)

13. On or about June 6, 2020, Settlor Dia went missing. The disappearance of Settlor Dia remains under continuing homicide investigation by the Riverside County Sheriff’s Department and possibly other law enforcement agencies.

14. On March 9, 2021, Clinton and Crisara initiated this trust action by filing a petition to, *inter alia*, remove Mr. Harper as trustee of the Trust. Significant litigation then followed.

15. On March 23, 2023, the Honorable John G. Evans, Judge then presiding in Department PS3 of the Riverside County Superior Court, issued the Appointment Order approving a term sheet entered between Mr. Harper, Clinton, and Crisara, which provides for, *inter alia*, the appointment of the Trustee as Co-Trustee, with Mr. Harper to act as Co-Trustee (with limited authority). (See **Exhibit 1** to Munro Decl.)

16. The Appointment Order provides that Petitioner shall solely and exclusively manage all assets, tangible and intangible, of the Trust, including all financial accounts.

17. Although Article V, Section 5.2 of the Trust grants the trustee the authority to sell trust property, the Appointment Order states that the Trustee must obtain court approval before liquidating any trust assets. (See **Exhibit 1** to Munro Decl., sec. 1(e).)

18. The Appointment Order further provides that on June 6, 2025 (Settlor Dia’s date of presumed death), or upon further order of this Court, the Trust shall be distributed with one-half (1/2) being distributed to Mr. Harper, one-quarter (1/4) being distributed to Clinton, and one-quarter (1/4) being distributed to Crisara, less the value of any tangible personal property items distributed to Crisara as set forth in the Appointment Order. (See **Exhibit 1** to Munro Decl., sec. 1(j).)

19. On November 15, 2023, the Court entered an order removing Mr. Harper as Co-Trustee of the Trust (the “Removal Order”), thereby leaving the Trustee as the sole Trustee of the Trust. A true and correct copy of the Removal Order dated November 15, 2023, is attached as

1 **Exhibit 3.**

2 **b. Trust Property**

3 20. The Trust is comprised of real property and personal property as follows:

4 a. Real property located at:

5 i. 36581 Tool Box Spring Road, Mountain Center, CA 92561 (“the Tool Box
6 Spring Property”).

7 ii. 28893 Bonita Vista Road, Mountain Center, CA 92561 (“the 28893 Bonita
8 Vista Property”).

9 iii. 58111 Bonita Vista Road, Mountain Center, CA 92561 (“the 58111 Bonita
10 Vista property”).

11 b. Personal property including but not limited to:

12 i. Personal clothing and shoes.

13 ii. Personal jewelry.

14 iii. Household items.

15 iv. Household furniture and antiques.

16 v. Firearms.

17 vi. Farm vehicles and equipment.

18 vii. Maintenance equipment.

19 viii. A Lexus vehicle.

20 ix. Trailers.

21 21. The personal property is or was primarily located at the 58111 Bonita Vista Property,
22 and some of the more valuable items including jewelry and other items that were previously in safe
23 deposit boxes have been moved to a secured and insured vault facility under the exclusive control
24 of the Trustee.

25 22. The Trustee is in the process of liquidating Trust real and personal property pursuant
26 to the Order, with the intention to hold the proceeds in trust until June 6, 2025, i.e., Dia Abrams’s
27 presumed date of death, or pursuant to such further order of the.

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1 **c. Decision to sell the Tool Box Spring Property and Marketing Efforts**

2 23. The Tool Box Spring Property is approximately five (5) acres and uniquely situated
3 in Garner Valley, which the Trustee is informed has a (five) 5 acre lot minimum with an active
4 HOA to preserve the equestrian community ambience for all residents. There is a two-story
5 residence of approximately 3,383 square feet, which includes a main residence and separate
6 apartment ideal for housing an extended family, along with a multi-stable horse barn with water,
7 shower and toilet facilities. Surrounding properties are mostly substantial residences with
8 equestrian facilities. The Tool Box Spring Property is fully fenced into paddocks for horses and
9 animals, and the entire property is reticulated for water and electricity. (Munro Decl., ¶ 7.)

10 24. To prepare the property for sale and in order to attract purchasers, and perform
11 essential maintenance on the property prior to sale, the Trustee paid various contractors
12 approximately \$23,867.00 since August of 2023 to, among other things, empty and inspect two
13 septic tanks, clear dead trees and overgrown grass, trim shrubs and trees, repair a leaking
14 underground gas line from one of the two outdoor propane tanks to the residence, repair internal
15 toilet and kitchen faucet appliances in the residence, and repair leaking water piping and taps in
16 paddocks on the property. These expenditures were essential and the minimum needed to make the
17 property safe and attractive to sell. In addition, the Trustee paid to restore water and electrical utility
18 service to the Tool Box Spring Property, and paid all outstanding arrears of HOA dues and
19 collection costs to the HOA when he discovered that HOA fees had not been kept current by Mr.
20 Harper, the former Co-Trustee. (Munro Decl., ¶ 8.)

21 25. Since approximately April 2020, the JPMorgan Chase, N.A. (“JPMC” or “the
22 Lender”), mortgage on the Tool Box Spring Property has not been paid and the property has been
23 in pre-foreclosure status. The Trustee did not attempt to bring the Tool Box Spring Property out of
24 arrears for multiple reasons, including the size of the arrears and the Trust’s lack of liquidity.
25 Additionally, the Trustee promptly received confirmation from all beneficiaries that selling the
26 Tool Box Spring Property was the preferred course of action. The Trustee has been cooperating
27 with JPMC to market the Tool Box Spring Property for sale, which is expected to result in full
28 payment of the outstanding mortgage payoff quote of \$778,127.61 (good through March 14, 2024).

1 (Munro Decl., ¶ 9.)

2 26. There is still significant deferred maintenance on the residence, horse barn, and
3 utility infrastructure that will require an investment by any buyers. The Trustee believes that each
4 month, the Tool Box Spring Property is in jeopardy of depreciating in value due to that deferred
5 maintenance. Additionally, the total monthly expense for HOA fees, water, electricity, propane,
6 insurance, maintenance, and the mortgage is approximately \$10,254.00, meaning the property is
7 simply draining the Trust's cash reserves. (Munro Decl., ¶ 10.)

8 27. On or around August 1, 2023, the Co-Trustee entered a residential property listing
9 agreement with realtors, Pam Greyshock and Bonnie Roth of Paradise Corner Realty (the
10 "Realtors"), to actively market the Tool Box Spring Property. These Realtors were engaged to
11 represent and market the Trust real properties for sale due to their extensive knowledge and
12 reputation for successfully marketing and selling real property in Mountain Center and its
13 surrounding region. (Munro Decl., ¶ 11.)

14 28. On or around October 24, 2023, the Realtors' listing agreement expiration date was
15 extended to December 29, 2023. On or around December 28, 2023, the listing agreement expiration
16 was further extended to February 29, 2024. The Trustee will extend the listing agreement to a future
17 date sufficient to close a sale of the Tool Box Spring property. (Munro Decl., ¶ 12.)

18 29. The Realtors created a marketing package and listed the Tool Box Spring Property
19 on the multiple listing service, promoting the unique aspects of the property which comprises a
20 residence including a separate apartment, and well-appointed horse barn and fenced paddocks. The
21 Realtors received inquiries from approximately 87 people and showed the property to
22 approximately 29 potential purchasers, resulting in two purchase offers received in February 2024.
23 (Munro Decl., ¶ 13.)

24 30. The Tool Box Spring Property was initially listed for sale on August 1, 2023, at
25 \$998,000, then reduced on September 13, 2023, to \$925,000, then finally reduced to \$850,000 on
26 October 24, 2023, to meet difficult market conditions and attract buyer offers. The Trustee also
27 increased the total real estate commission payable from 4.0% to 5.0% to attract greater buyer agent
28 interest in bringing their clients to view the Tool Box Spring Property. (Munro Decl., ¶ 14.)

1 31. The Tool Box Spring Property is being sold as is, where is, and with all defects
2 known and unknown. Given the length of time on the market, the location, size, and necessity for
3 restorative investment, the Trustee believes there is a limited pool of potential purchasers at an
4 acceptable market value, and that closing the proposed sale in an expedient manner is in the best
5 interests of the beneficiaries of the Trust. (Munro Decl., ¶ 16.)

6 **d. Offers Received for Purchase of the Tool Box Spring Property**

7 32. After seven (7) months of diligent marketing efforts, the Trustee has finally received
8 two written offers in February 2024, from buyers to purchase the Tool Box Spring Property in the
9 amounts of \$825,000.00 (the “Back-Up Offer”), and \$830,000.00 (the “Leading Offer”). (See
10 **Exhibits** 4-5 to Munro Decl.) The Trustee required prospective buyers to submit offers on the same
11 modified residential purchase agreement form (“RPA”) with no contingencies, subject only to Court
12 approval for the Trustee to sell. Addendum One to the RPA includes important conditions of sale,
13 and allows the Trustee to receive and make counteroffers up to two (2) days prior to the Court
14 hearing the Sale Petition. This process allows the Trustee to solicit competing offers prior to the
15 Court hearing to maximize sale proceeds to the Trust.

16 33. The Trustee requests that the Court approve the sale of the Tool Box Spring Property
17 pursuant to the Leading Offer, on the terms set forth in the RPA purchase offer. (See **Exhibit 6** to
18 Munro Decl.)

19 34. In the Trustee’s business judgment, the Leading Offer is the highest and best offer
20 the Trustee has obtained for purchase of the Tool Box Spring Property after extended market
21 exposure over seven (7) months in a difficult residential real estate market, as outlined above. The
22 terms of the proposed sale include that (i) the sale is subject to approval of the Court; (ii) the sale
23 will be free and clear of liens, claims, encumbrances and other interests; and (iii) the Tool Box Spring
24 property will be turned over to the buyer vacant, at the close of escrow. (Munro Decl., ¶ 18.)

25 **e. Liens Asserted**

26 35. Based on review of preliminary title reports and property records, the following liens
27 exist on the Tool Box Spring Property.

28 ///

Date Recorded	Party	Approximate Amount (if known)
06/26/2007 and 09/20/2018	Washington Mutual Bank, F.A. and its successor in interest, JPMorgan Chase, N.A. Doc # 2007 – 432300 and Doc # 2018 - 376752	\$778,127.61 as of 03/14/2024 per the Lender’s pay off demand.

36. The Trustee proposes that the above lien (“Payable Lien”) will attach to the proceeds of the sale and be paid in order of priority after the expenses of the sale are paid. If there is any shortfall, the Trustee estimates that it has sufficient Trust funds on hand to pay any deficiency in the Payable Liens. (Munro Decl., ¶ 20.)

f. All Beneficiaries have Stipulated to the Sale of the Tool Box Spring Property

37. About the time the Trustee accepted his position as Trustee, he confirmed with the Trust’s beneficiaries that the preferred course of action as to the Tool Box Spring Property was to sell the asset. Since then, the Trustee has kept the Trust’s beneficiaries informed of his marketing efforts and of the current offers.

38. As of March 1, 2024, all of the Trust’s beneficiaries entered into a stipulation to authorize the Trustee to sell the Tool Box Spring Property. (See Exhibit 7 to Munro Decl.)

VI. LAW & AUTHORITY

a. The Court Has Authority to Grant Relief by Ex Parte Application

39. California Rules of Court, rule 3.1202(c) provides that an ex parte applicant must make an affirmative factual showing in a declaration containing competent testimony based on personal knowledge of irreparable harm, immediate danger, or other statutory basis for granting relief ex parte.

40. There is exigency to grant the requested relief by *Ex Parte* Application, rather than on a noticed petition that would take several months for hearing. The Trustee had to market the Tool Box Spring Property for seven months before obtaining an acceptable offer to purchase. Not only does the Tool Box Spring Property cost approximately \$10,254.00 for basic utilities, insurance, and the mortgage, but it appears that it is a depreciating asset due to the significantly deferred maintenance. The Trustee is concerned that any further delay could result in the loss of the current offer, further monthly expenses, and further depreciation to the property.

41. Because there is urgency to grant the requested relief, and because all beneficiaries support this *Ex Parte* Application, the Trustee respectfully requests the Court grant this application.

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b. The Court May Authorize the Trustee to Sell Trust Property

42. Probate Code section 17200 et seq. provides that a trustee may petition the Court to determine the existence of any immunity, power, privilege, duty, or right, as well as to instruct the trustee. (Prob. Code, § 17200, subd. (b)(2), (6).)

43. The probate court has wide discretion to “make any orders” and to “take any other action” that it deems “necessary or proper” to dispose of the matters pending before it. (Prob. Code, § 17206.) “More important, the probate court has the ‘inherent power to decide all incidental issues necessary to carry out its express powers to supervise the administration of the trust.’” (*Schwartz v. Labow* (2008) 164 Cal.App.4th 417, 427 (emphasis in original) [quoting *Estate of Heggstad* (1993) 16 Cal.App.4th 943, 951.]

44. Although the Trust provides that the trustee may sell Trust property, the Appointment Order requires that the Trustee obtaining prior court approval prior to liquidating trust assets.

45. Based upon the above and the terms of the Appointment Order, the Trustee requests that the Court expressly authorize him to sell the Tool Box Spring Property on the terms and conditions as set forth in the Proposed Order.

VI. PARTIES ENTITLED TO NOTICE

<u>PARTY</u>	<u>ADDRESS</u>
Invenz, Inc., by and through its Chief Executive Officer, Richard Munro, Co-Trustee	C/O Counsel Michael Wachtell Gordon C. Stuart BUCHALTER, A PROFESSIONAL CORPORATION 1000 Wilshire Blvd., Ste. 1500 Los Angeles, CA 90017
Keith Harper, Beneficiary	C/O Counsel Maryann Briseno THE BRISENO LAW FIRM 32395 Clinton Keith Rd., Ste. A206 Wildomar, CA 92595

<u>PARTY</u>	<u>ADDRESS</u>
Clinton Abrams, Beneficiary	C/O Counsel Matthew Owens Sheppard Mullin Richter & Hampton, LLP 12275 El Camino Real, Ste. 100 San Diego, CA 92130
Crisara Abrams, Beneficiary	C/O Counsel Matthew Owens Sheppard Mullin Richter & Hampton, LLP 12275 El Camino Real, Ste. 100 San Diego, CA 92130

VI. PRAYER FOR RELIEF

WHEREFORE, Petitioner prays for the following:

On order that the Trustee may sell the Tool Box Spring Property on the following terms:

1. The Trustee is authorized to sell the real property, improvements, and related personal property, commonly known as 36581 Tool Box Spring Road, Mountain Center, CA 92561 (the "Tool Box Spring Property"), and legally described as follows:

Lot 31 of Tract 4074-4, in the County of Riverside, State of California, as shown by Map on file in Book 78, Pages 47 through 58 inclusive of Maps, Records of Riverside County, California.

2. The sale of the Tool Box Spring Property shall be free and clear of any claims against the Trustee, the Trust, the estate of Dia Kenshalo Abrams, the monetary lien evidenced by a Deed of Trust recorded with the County Recorder of Riverside County in the original principal amount of \$720,000, the beneficial interest of which was assigned to JPMorgan Chase Bank National Association on September 20, 2018 as Instrument No. 2018-376753 which is identified in item 12 (the "Payable Lien"), and item 14 identified on Schedule B of a Preliminary Report issued by California Title Company dated February 23, 2004 which is attached as **Exhibit 1** to the Proposed Order.

3. The Trustee is authorized to permit and/or cause to be paid from the proceeds of

1 sale, all ordinary and customary closing costs, all costs and expenses required to be paid pursuant
2 to the terms of the Sale Contract attached as Exhibit 6 to the Declaration of Richard Munro filed
3 with the Trustee's moving papers, the realtor's commission described in the Trustee's moving
4 papers, and all real property taxes due up to the date of closing. The remaining amounts due to the
5 Trustee are referred to as the "net proceeds of the sale".

6 4. The Payable Lien, will attach to and be paid through the sale escrow from the net
7 proceeds of the sale. If the net proceeds of the sale are not sufficient to pay off the Payable Lien at
8 closing, the Trustee is authorized to use other Trust funds to pay any shortfall needed to fully satisfy
9 the Payable Lien at the closing of a sale.

10 5. The Trustee is authorized to complete the sale on an "as is, where is" basis with all
11 known and unknown defects, without any warranties or representations, pursuant to the Sale
12 Contract for a sale to Taylor Leigh Morgan and Karissa Breann Morgan (the "Leading Buyer"), at
13 a purchase price of \$830,000, or to such other purchaser(s) and on such terms and conditions as the
14 Trustee believes are fair and reasonable in its business judgment and in the best interests of the
15 Trust.

16 6. The Trustee, in its capacity as the Court-appointed Trustee, is authorized to execute
17 all documents and instruments necessary or appropriate to complete, implement, effectuate and
18 transfer fee title of the Tool Box Spring Property to the Leading Buyer, or any other Buyer,
19 conveying title to the Tool Box Spring Property on the terms set forth herein.

20 7. A sale to the Buyer on the terms set forth in the Trustee's moving papers and
21 pursuant to this Order is an arm's length transaction and the terms and conditions are fair and
22 reasonable and in the best interests of the Trust.

23 8. Any licensed title insurer and/or a Buyer may rely on this Order as authorizing the
24 Trustee to transfer legal title to the Tool Box Spring Property on the terms set forth herein.

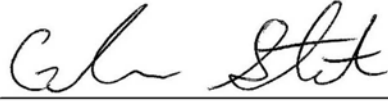
25 9. The Trustee is authorized to request the Riverside County Sheriff to evict any person
26 remaining on the Tool Box Spring Property after February 27, 2024, and the Riverside County
27 Sheriff is authorized to evict any person remaining on the Property after February 27, 2024, and to
28 restore exclusive possession of the Tool Box Spring Property, to the Trustee or to its Buyer.

1 10. This Order shall be deemed a Writ of Possession of the Tool Box Spring Property.
2 Any person’s personal property that remains on the property after the person has vacated or been
3 evicted from the Tool Box Spring Property shall be deemed abandoned and the Trustee may, but is
4 not required to, sell, trash or otherwise dispose of such personal property without any recourse by
5 any person, and shall not be required to seek further instructions from this Court.

6 11. This Court shall retain exclusive jurisdiction with respect to all matters or disputes
7 arising from or relating to the Tool Box Spring Property, this Order, or the Sale Contract.

8 DATED: March 5, 2024

9 BUCHALTER
10 A Professional Corporation

11 By:  _____

12 MICHAEL WACHTELL
13 GORDON C. STUART
14 Attorneys for Petitioner and Trustee
15 INVENZ, INC.

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VERIFICATION

The Dia Kenshalo Abrams Trust dated December 16, 2016, as restated on May 22, 2020

I, Richard Munro, Chief Executive Officer of Invenz, Inc., am Co-Trustee of the Dia Kenshalo Abrams Trust dated December 16, 2016, as restated on May 22, 2020 (“Trust”), and in that capacity, a Petitioner in this action. I make this verification for that reason. I have read the foregoing

TRUSTEE INVENZ, INC.’S *EX PARTE* APPLICATION FOR AUTHORIZATION TO SELL TRUST REAL PROPERTY (TOOL BOX SPRING PROPERTY)

and know of its contents. The matters stated in the foregoing document are true of my own knowledge, except as to those matters which are stated on information and belief, and as to those matters, I believe them to be true.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed on this 5th day of March, 2024, at Mission Viejo, California.



RICHARD MUNRO

EXHIBIT 1

Stuart, Gordon

From: Stuart, Gordon
Sent: Monday, March 4, 2024 8:16 PM
To: 'mowens@sheppardmullin.com'; 'maryann@thebrisenolawfirm.com'
Cc: Wachtell, Michael L.
Subject: DIA KENSHALO ABRAMS TRUST; NOTICE OF EX PARTE APPLICATION [IMAN-BN.FID4443042]

Counsel:

You are being provided **NOTICE OF EX PARTE APPLICATION** for March 6, 2024, at 8:30 a.m., in Department PS3 of the Riverside County Superior Court, located at 3255 E. Tahquitz Canyon Way, Palm Springs, CA 92262, at which time Invenz, Inc., by and through its Chief Executive Officer, Richard Munro ("Trustee"), the Court appointed Trustee of the Dia Kenshalo Abrams Trust dated December 16, 2016 ("Trust"), will move by *Ex Parte* Application for authority to sell the Trust's real property located at 36581 Tool Box Spring Road, Mountain Center, CA 92561. This *Ex Parte* Application is based, in part, upon the parties' Stipulation for Sale of Trust Real Property, whereby all the beneficiaries of the Trust have expressly consented to the sale of the Tool Box Spring Property.

Please notify me at your earliest convenience if you oppose the requested relief.

Best,

Gordon Stuart | **Buchalter**, A Professional Corporation | 1000 Wilshire Boulevard, Suite 1500 | Los Angeles, CA 90017-1730 | Direct Dial: (213) 891-5149 | Cell Phone: (562) 243-8026 | Main Number: (213) 891-0700 | gstuart@buchalter.com | www.buchalter.com

1 **PROOF OF SERVICE**

2 *In re the Dia Kenshalo Abrams Trust Dated December 16, 2016*
3 Case No. PRIN2100297

4 I am employed in the County of Los Angeles , State of California. I am over the age of 18
5 and not a party to the within action. My business address is at BUCHALTER, A Professional
6 Corporation, 1000 Wilshire Boulevard, Suite 1500, Los Angeles, CA 90017-2457.

7 On the date set forth below, I served the foregoing document described as **TRUSTEE**
8 **INVENZ, INC.’S EX PARTE APPLICATION FOR AUTHORIZATION TO SELL**
9 **TRUST REAL PROPERTY (TOOL BOX SPRING PROPERTY)** on all other parties and/or
10 their attorney(s) of record as follows:

11 Matthew R. Owens
12 Sheppard, Mullin, Richter & Hampton LLP
13 12275 El Camino Real, Suite 100
14 San Diego, CA 92130

mowens@sheppardmullin.com

Attorneys for Crisara Abrams and Clinton Abrams

15 Maryann Briseno
16 The Briseno Law Firm
17 32395 Clinton Keith Rd., Ste. A-206
18 Wildomar, CA 2595

maryann@thebrisenofirm.com

Attorneys for Co-Trustee Keith Harper

19 **BY EMAIL** On **March 5, 2024**, I personally served from my electronic address
20 dbrown@buchalter.com, in “PDF” format, the document(s) described above, with attachments, to
21 the individuals stated above to their known email/electronic addresses as shown above. The
22 transmission was reported as complete and without error. (CRC § 2.251, et seq.)

23 I declare under penalty of perjury under the laws of the State of California that the
24 foregoing is true and correct to the best of my knowledge. Executed on **March 5, 2024**, at Los
25 Angeles, California.

26
27 Deborah L. Brown

28 
(Signature)