1 **Tatiana Ledaiev (Estate)** **Case No. 08CEPR00104**

Atty **Markeson, Thomas A. (for Executor Maria Kapssof)**

Probate Status Hearing Re: Filing of the Petition for Final Distribution

DOD: 8/25/07	**MARIA KAPSSOF** is Executor.	**NEEDS/PROBLEMS/COMMENTS:**
	On 9/24/09 the court approved the first account with the account period ending on 6/30/2009. The ending property on hand was **$313,645.79.**	**OFF CALENDAR. Petition for Settlement of Second and Final Account filed and set for hearing on 4/30/12.**
Cont. from: 051310, 111810, 012011, 042111, 082311, 110111, 013112	**Minute order dated 9/24/09** set this status hearing for the status of the petition to close the estate.	
Aff.Sub.Wit.	**Status Statement filed on 1/27/12 states** the estate is not in a position to close because efforts to sell the residence are continuing. On 12/16/11, this court confirmed a sale of the residence. Escrow has opened and is expected to close by the time of the status hearing. **Accordingly, Petitioner requests that the court continue the matter for 60 days in order to ascertain status.**	
Verified		
Inventory		
PTC		
Not.Cred.		
Notice of Hrg		
Aff.Mail		
Aff.Pub.		
Sp.Ntc.		
Pers.Serv.		
Conf. Screen		
Letters		
Duties/Supp		
Objections		
Video Receipt		
CI Report		
9202		
Order		
Aff. Posting		**Reviewed by: KT**
Status Rpt		**Reviewed on: 3/23/12**
UCCJEA		**Updates:**
Citation		**Recommendation:**
FTB Notice		**File 1 - Ledaiev**

Dept. 303, 9:00 a.m. Monday, April 2, 2012

2 **Lee R. Vaught (Estate)** **Case No. 09CEPR00075**

Atty **Bruce, Daniel A. (for Sheri Vaught – Administrator)**

(1) Petition for Settlement of First and Final Accounting (2) and Final Distribution

DOD: 01/29/08		
Cont. from 112811, 020612		
	Aff.Sub.Wit.	
✓	**Verified**	
✓	**Inventory**	
	PTC	x
✓	**Not.Cred.**	
✓	**Notice of Hrg**	
✓	**Aff.Mail**	w/
	Aff.Pub.	
	Sp.Ntc.	
	Pers.Serv.	
	Conf. Screen	
	Letters	04/06/09
	Duties/Supp	
	Objections	
	Video Receipt	
	CI Report	
	9202	x
✓	**Order**	
	Aff. Posting	
	Status Rpt	
	UCCJEA	
	Citation	
	FTB Notice	x

SHERRI VAUGHT, Administrator, is Petitioner.

Account period: 04/06/09 – 09/08/11

Accounting - $11,777.17
Beginning POH- $0
Ending POH - $11,777.17

Executor - $471.08

Attorney - waives

Distribution, pursuant to intestate succession, is to:

Sherri Vaught - $5,653.04
Victoria Rapp - $5,653.04

NEEDS/PROBLEMS/COMMENTS:

CONTINUED FROM 02/06/12

As of 03/23/12, no additional documents have been filed and the following comments remain:

1. **The Inventory & Appraisal filed 07/01/09 is incomplete at item 5 regarding the Property tax certificate.**
2. **The accounting is incomplete pursuant to Probate Code § 1061. The Accounting states that the beginning property on hand is $0; however, an Inventory & Appraisal has been filed in this matter reflecting assets of the estate in the amount of $166,000.00. The Accounting further does not list gains/losses on sales of property and other information required pursuant to Probate Code § 1061.**
3. **The Petitioner states that the statutory compensation to the Administrator is $471.08, which is based upon the remaining property on hand. The fee base for determining statutory fees is to be determined as follows: Inventory & Appraisal + receipts + gains on sales – losses on sales. Since the accounting does not state the values of any of those items, there is no way to determine the correct fee base or statutory fee. Need updated accounting pursuant to Probate Code § 1061.**
4. **Schedule B of the Petition indicates that real property of the estate was sold, however the Petition does not list or describe this sale. Pursuant to California Rules of Court 7.250 all actions taken without prior court approval under IAEA if notice of proposed action was required must be listed and described in the Petition.**
5. **The Petition does not make a statement regarding the notices required under Probate Code § 9202(b) and (c) – to the California Victims Compensation Board and The Franchise Tax Board.**

Reviewed by: JF

Reviewed on: 03/23/12

Updates:

Recommendation:

File 2 - Vaught

Dept. 303, 9:00 a.m. Monday, April 2, 2012

3 James Samuel Fujisaka (Estate) **Case No. 10CEPR00833**

Atty Marois, Kim (for Executor Joachim Voss)
Atty Helon, Marvin T (Guardian Ad Litem for Dana Zsofia Fujisaka Calderon)
Atty Sanoian, Joanne (Guardian Ad Litem for Claire Atsuko Baltasar)
Atty Rindlisbacher, Curtis (Guardian Ad Litem for Nicole Vargas Mairongo)

Petition for Attorney Fees

Cont. from		
	Aff.Sub.Wit.	
✓	Verified	
	Inventory	
	PTC	
	Not.Cred.	
✓	Notice of Hrg	
✓	Aff.Mail	W/
	Aff.Pub.	
	Sp.Ntc.	
	Pers.Serv.	
	Conf. Screen	
	Letters	
	Duties/Supp	
	Objections	
	Video Receipt	
	CI Report	
	9202	
✓	Order	
	Aff. Posting	
	Status Rpt	
	UCCJEA	
	Citation	
	FTB Notice	

JOANNE SANOAIN, Guardian Ad Litem for Claire Atsuko Baltasar, is petitioner.

Petitioner requests fees in connection with the representation of the minor beneficiary in the estate of her father, James Samuel Fujisaka.

Petitioner **asks that she be paid** from the estate for over **18 hours @ $300 per hour for a total of $5,277.50.**

Services are itemized by date and include review of documents, correspondences with Claire's mother, and court appearances.

NEEDS/PROBLEMS/COMMENTS:

Reviewed by: KT
Reviewed on: 3/23/12
Updates:
Recommendation:
File 3 - Fujisaka

Dept. 303, 9:00 a.m. Monday, April 2, 2012

4 **William & Carolyn Crumpacker (Trust)** **Case No. 11CEPR00293**

Atty **Poochigian, Mark S. (for Dirk B. Paloutzian – Successor Trustee)**

Petition for Order Confirming that Property is Trust Asset, and for Order Authorizing the Payment of Compensation to the Trustee and his Counsel [Prob. Code §850 & §17200]

Carolyn M. Crumpacker DOD: 4-13-06		
William E. Crumpacker DOD: 5-29-11		
	Aff.Sub.Wit.	
✔	Verified	
	Inventory	
	PTC	
	Not.Cred.	
✔	Notice of Hrg	
✔	Aff.Mail	W
	Aff.Pub.	
	Sp.Ntc.	
	Pers.Serv.	
	Conf. Screen	
	Letters	
	Duties/Supp	
	Objections	
	Video Receipt	
	CI Report	
	9202	
	Order	X
	Aff. Posting	
	Status Rpt	
	UCCJEA	
	Citation	
	FTB Notice	

DIRK B. PALOUTZIAN, Successor Trustee, is Petitioner.

On 4-11-11, Surviving Settlor and Sole Trustee William E. Crumpacker filed Report of Trustee, Petition for Approval Thereof, and for Order Construing Trust Instrument, which was approved and the Order entered on 5-9-11.

Pursuant to the order, Mr. Crumpacker executed and Assignment of Assets to Trust on 5-28-11 (attached) and allocated the assets between the Family Trust and his Survivor's Trust. The assets include certain bank accounts, stock, and all of Mr. Crumpacker's property of whatever kind, including without limitation real property, stocks, bonds, mutual funds, other financial investments, cash, business interests, and tangible personal property.

However, Mr. Crumpacker died on 5-29-11 prior to record title to some assets being formally transferred to the trust. After his death, it came to Petitioner's attention that some assigned accounts were held in the names of Mr. Crumpacker and his brother, Jim Crumpacker.

Petitioner alleges that the original transfer to joint ownership with Jim Crumpacker was done for convenience purposes only and to provide quick access to funds on his death. As such, title in and to all of the assets specified should be determined to be in Petitioner as successor trustee of the trust.

A declaration by the owner that he holds property in trust is sufficient to create a trust that holds the property: Cal. Prob. Code § 15200, subd. (a); California Trust and Probate Litigation (Continuing Education of the Bar 2009 §§ 4.9, 20.3; Drafting California Revocable trusts, Fourth Edition (Continuing Education of the Bar 2009 §21.1). California courts have held that a written declaration of trust by the owner of real property is sufficient to create a trust in that property, and transfer of title is unnecessary when a settlor declares himself to be trustee of his own property (Estate of Heggstad (1993) 16 Cal.App.4th 948, 950; In Re Estate of Powell (2000) 83 Cal.App.4th 1434, 1443). William E. Crumpacker declared in the Assignment of Assets to Trust that the Trust assets were subject to the Trust instrument as construed by the Order Construing Trust Instrument.

SEE PAGE 2

NEEDS/PROBLEMS/COMMENTS:

PARTIES SHOULD REPORT TO DEPT. 71 AT 8:30 FOR COURTROOM ASSIGNMENT.

1. **Petitioner provides a list of those entitled to notice pursuant to Probate Code §17003; however, Probate Code §851(a)(2) requires notice to each person claiming an interest in, or having title to or possession of, the property.**

   Examiner notes that Jim Crumpacker, Settlor's brother who allegedly held joint title to the accounts, was omitted as a person entitled to notice.

   Therefore, the Court may require clarification regarding how the joint title was held and may require service of Notice of Hearing with a copy of the Petition at least 30 days prior to the hearing on Jim Crumpacker.

   Note: If notice is required, the Court may not shorten time for giving notice of hearing under this section (Probate Code §851(c).

2. **Need order.**

Reviewed by: skc

Reviewed on: 3-26-12

Updates:

Recommendation:

File 4 - Crumpaker

4 William & Carolyn Crumpacker (Trust) Case No. 11CEPR00293
Atty Poochigian, Mark S. (for Dirk B. Paloutzian – Successor Trustee)
Petition for Order Confirming that Property is Trust Asset, and for Order Authorizing the Payment of Compensation to the Trustee and his Counsel [Prob. Code §850 & §17200]

SUMMARY (Cont'd):

Petitioner states the Assignment of Assets to Trust provides that it was made, in part, to provide a basis for the instant petition. Petitioner requests that this Court confirm that title in and to the assets listed in paragraph 6 is in Dirk B. Paloutzian, as Trustee of the William E. Crumpacker and Carolyn M. Crumpacker Revocable Trust dated February 28, 2000.

Regarding Hiring of Counsel by Petitioner: Probate Code §15687 relates to compensation to a trustee who is also an attorney. Petitioner Dirk B. Paloutzian is an attorney at law and is a shareholder in the law firm of Baker Manock & Jenson, PC, his counsel of record herein. Pursuant to Probate Code §17200(b)(21), Petitioner requests the court enter order: i) authorizing him to receive reasonable compensation for his services as Trustee as provided in Section 2.a. of Article Nine of the Trust instrument; and ii) authorizing the payment of reasonable compensation to Baker Manock & Jenson, PC, for legal service performed for the trustee.

Petitioner waives and renounces all interest in compensation paid to Baker Manock & Jensen, PC, and agrees not to share in such attorney's fees, either directly or indirectly. These requests benefit the trust because of the familiarity of Baker Manock & Jensen, PC's, attorneys with this matter, and the efficiencies that result from such counsel representing the trustee herein. If Petitioner is required to engage other counsel to assist him in the administration of the trust, it is unlikely that such representation could be performed as efficiently as by attorneys who are already familiar with the case.

Procedural allegations: Petitioner provides the names and addresses of all persons entitled to notice pursuant to Probate Code §17003.

Petitioner prays for an order:

1. Confirming that title in and to the following Trust assets is in Dirk B. Paloutzian, as Trustee of the William E. Crumpacker and Carolyn M. Crumpacker Revocable Trust created on February 28, 2000:
   A. Bank of America Regular Savings Account xxx
   B. Union Bank Tiered Interest Checking Account xxx
   C. Cantella Brokerage Account xxx
   D. Wells Fargo Bank Prime Checking Account xxx
   E. Wells Fargo Bank Preferred Rate Savings xxx
   F. Wells Fargo Bank Certificate of Deposit xxx
   G. Bank of America Tiered Interest Checking Account xxx
   H. All stock in Wells Fargo Bank owned by William E. Crumpacker or Carolyn M. Crumpacker
   J. All of William E. Crumpacker's right, title, and interest in and to all of the property of whatever kind – with the exception of retirement accounts, annuities, policies of life insurance, and like assets – owned by William E. Crumpacker, including, without limitation: real property; stocks, bonds, mutual funds, and other financial investments; cash, business interests; and tangible personal property

2. Authorizing Dirk B. Paloutzian to receive reasonable compensation for his services as Trustee as provided in Section 2.a. of Article Nine of the Trust instrument.

3. Authorizing payment of reasonable compensation to Baker Manock & Jensen, PC, for legal services performed for the trustee; and

4. For such other orders as the Court deems proper.

Dept. 303, 9:00 a.m. Monday, April 2, 2012

5 Byrum C. & Wanda H. Bingham Trust (Trust) Case No. 11CEPR00918

Atty Burnside, Leigh W., of Dowling Aaron Inc. (for Petitioner Wells Fargo Bank, Successor Co-Trustee)
Atty Sullivan, Jr., Robert; Hastrup, John, of McCormick Barstow (for David J. St. Louis, Successor Co-Trustee)

(1) Petition for Instructions Regarding Allocation of Co-Trustees' Responsibilities and for Order allowing Establishment of Trust Account; and (2) Petition for Interpretation of Trust Provision Governing Trustee Compensation (Prob. C. 17200(b)(1), (b)(6), (b)(8) and (b)(9);

Byrum DOD: 3/19/2012
Wanda Age: 96 years
DOB: 6/29/1915

Cont. from

	Aff.Sub.Wit.	
✓	Verified	
	Inventory	
	PTC	
	Not.Cred.	
✓	Notice of Hrg	
✓	Aff.Mail	W/
	Aff.Pub.	
	Sp.Ntc.	
	Pers.Serv.	
	Conf. Screen	
	Letters	
	Duties/Supp	
	Objections	
	Video Receipt	
	CI Report	
	9202	
	Order	X
	Aff. Posting	
	Status Rpt	
	UCCJEA	
	Citation	
	FTB Notice	

WELLS FARGO BANK, Successor Co-Trustee of the **BYRUM C. AND WANDA H. BINGHAM FAMILY TRUST dated 4/1/1998**, is Petitioner.

Petitioner states:

- Byrum and Wanda Bingham entered into the Trust Agreement on 4/1/1998 and assigned to the Trust substantially all of their assets; over the years, Byrum and Wanda amended and restated the Trust several times, with the most recent being the *Tenth Amendment and Restatement* of the Trust (*copy attached as Exhibit A*);
- While they are living, Byrum and Wanda are the sole beneficiaries of the Trust, and as Co-Settlors of the Trust, may direct discretionary distributions from the Trust; the Co-Trustees St. Louis and Wells Fargo have full discretion to make distributions of Trust principal;
- On 11/22/2011, the Court appointed St. Louis as Conservator of the Person of both Byrum and Wanda (Case #11CEPR00949 and 11CEPR00950), and there is currently no conservator appointed for the estate of either Byrum or Wanda;
- St. Louis has accepted his appointment as Co-Trustee; the *Ex Parte Order for Instructions to Appoint Successor Co-Trustees* filed 10/26/2011 finds David J. St. Louis and Wells Fargo Bank are appointed Successor Co-Trustees of the Trust as provided for in Article Tenth of the Trust; Wells Fargo filed its conditional acceptance with the Court on 12/21/2011 (*copy attached as Exhibit B*); [Note: Wells Fargo subsequently filed on 3/16/2012 *Trustee's Unconditional Acceptance of Trust* and agrees to act as Co-Trustee];

~Please see additional page~

NEEDS/PROBLEMS/COMMENTS:

1. **Need proof of service of the *Notice of Hearing* with a copy of the *Petition for Instructions* for the following persons listed in Paragraph 18 of the *First Supplement to Petition*:**
   - **Elva Grace;**
   - **Cheryl Bingham.**
2. **Need proposed order.**

<u>Note</u>: Wells Fargo has unconditionally accepted the Trust and agrees to act as Co-Trustee per the *Trustee's Unconditional Acceptance of Trust* filed 3/16/2012. Per the *Conditional Acceptance of Appointment as Successor Trustee* filed 12/21/2011, Wells Fargo initially declined to accept appointment as Co-Trustee of the Trust until entry of an order on the instant *Petition,* in which Wells Fargo requests the Court find:
(1) the Court approves Wells Fargo's proposed fee structure of 0.75% of the Trust assets; and
(2) the Court orders that all of those fees be paid directly to Wells Fargo without any apportionment or sharing with the other Co-Trustee, David St. Louis.
***First Supplement to Petition* filed 3/16/2012 states due to the circumstances that have developed and out of concern for the Binghams, Wells Fargo accepts without condition its position as Co-Trustee of the Bingham Trust.**

Reviewed by: LEG
Reviewed on: 3/27/12
Updates:
Recommendation:
File 5 - Bingham

Petitioner Wells Fargo requests instructions regarding the allocation of Co-Trustee's responsibilities between itself and St. Louis, as follows:

Investment Plan: The Trust holds substantial real and personal property assets, including (a) commercial real property in Clovis, currently leased to an automobile dealership producing income of **~$65,000.00** per month; (b) residential real property in Fresno where the Binghams reside; (c) investment accounts; (d) cash; and (e) tangible personal property;

- Wells Fargo submits that the Co-Trustees must create a comprehensive investment plan for the Trust assets, and proposes the responsibility for creating the place be allocated equally to Wells Fargo and St. Louis; specifically, that the Co-Trustees agree upon and formulate a written *Investment Policy Statement* that best suits the needs of the Trust beneficiaries; any changes to the *Investment Policy Statement* would require the agreement of both Co-Trustees;
- The bulk of the Trust's liquid assets, which exceeds **$35.0 million**, has been for several years with brokerage subsidiary Wells Fargo Advisors, and are held in a variety of forms including securities, bonds, mutual funds and cash; Wells Fargo also holds various deposit accounts totaling **$700,000**, along with an assets Management Account of **~$2 million**; these assets were managed by the Binghams in their capacity as Co-Trustees of the Trust;
- Given the nature and complexity of the assets now on deposit with Wells Fargo, **Wells Fargo requests the Court allocate to it the day-to-day management of the Trust's liquid assets**; such administration would be consistent with the terms of the *Asset Management Agreement* signed by the Binghams in June 2010 as well as the July 2011 Addendum.

Commercial Real Property: Wells Fargo proposes St. Louis be allocated the responsibility of administering the Trust's commercial lot in Clovis that produces an income of **$65,000.00** each month, but with assistance and input from Wells Fargo, using its internal software tracking systems; **Wells Fargo requests the payments be sent directly to Wells Fargo and that it be allocated responsibility for receiving, tracking and paying the payments and due dates;** and that Wells Fargo be allocated responsibility for (a) maintaining records of all receipts and disbursements; (b) obtaining property valuations to ensure adequate insurance, and (c) ensuring necessary repairs, renovations and improvements are completed by licensed insured contractors; Wells Fargo requests that both it and St. Louis be allocated responsibility for (a) negotiating and agreeing upon an extension of modification of the lease currently in place, (b) negotiating and agreeing upon any new lease of premises, (c) tracking and addressing environmental or tenant related issues and (d) negotiating sale of property if appropriate.

Residential Real Property: The Trust holds residential real property located in Fresno (Sanders Court property) and Wells Fargo proposes St. Louis be allocated responsibility for administration of this asset with assistance from Wells Fargo, such as Wells Fargo be responsible for tracking payment due dates, securing and maintaining adequate insurance, ensuring repairs, renovations and improvements are completed by licensed insured contractors; any contract for upkeep, maintenance or repair of Sander property would be negotiated and executed by both Wells Fargo and St. Louis;

Elder Services: In June 2010, the Binghams signed an *Asset Management Agreement (copy attached as Exhibit C)*, and in June 2011 they signed an addendum *Asset Management Agreement Addendum for Elder Services* (*copy attached as Exhibit D*), both of which confer on Wells Fargo full discretion as to the management of the Trust assets in a manner consistent with the *Investment Policy Statement* previously signed by the Binghams, a copy of which was provided to Co-Trustee St. Louis; Wells Fargo agreed to assist the Binghams with such matters as health care planning, coordination of professional services, tax preparation and payment services and asset and liability management; Wells Fargo's elder services professionals are available 24 hours a day 7 days a week to provide assistance if the Binghams or St. Louis need help.

~Please see additional page~

Wells Fargo's request for instructions regarding the allocation of Co-Trustee's responsibilities, continued:

Tax Preparation and Related Duties: In that Wells Fargo proposes it have custody of the Trust's assets, collect all income, pay Trust expenses and make Trust distributions, Wells Fargo agrees to prepare periodic accounts and provide them to Binghams and St. Louis; Wells Fargo also proposes it be allocated authority to prepare the federal and state fiduciary income tax returns, Binghams personal income tax returns, gift tax returns, estate tax returns and to pay taxes and participate in any estate or income tax audit, and will work with St. Louis to provide the necessary information.

Payment of Expenses: Wells Fargo requests it be allocated responsibility for payment of Trust related expenses; Wells Fargo generally provides this services including payment of Binghams personal and household expenses, medical expenses, expenses related to commercial and residential property and payment to Bingham's caregiver agency; Wells Fargo requires the Court authorize it to continue to do so.

Petitioner Wells Fargo requests instructions regarding Establishment of Trust Account, as follows:

- Presently, pursuant to the agreements signed by the Binghams, Wells Fargo Advisors' managers have discretionary authority with respect to most of the Trust's investment portfolio, enabling Wells Fargo to actively manage the accounts consistent with the Bingham's Investment Policy Statement; however, there are funds on hand of **~$7.5 million** that are **not subject** to that discretionary authority, thus this amount of Trust assets is not and cannot be managed by either Wells Fargo or St. Louis at this time;
- **Wells Fargo requests instructions from the Court and approval to immediately establish a trust account at Wells Fargo with their Investment Management and Trust Department titled Wells Fargo Bank, N.A. and David J. St. Louis as Co-Trustees of the BYRUM C. AND WANDA H. BINGHAM FAMILY TRUST dated 4/1/1998 as Amended and Restated**;
- Wells Fargo requests the Court order that all assets of the Trust be transferred to the Trust account to allow Wells Fargo's trust personnel to oversee and manage all of the Trust assets; the establishment of the Trust account and transfer of all assets are of paramount importance to protect the interest of the Binghams and to the Co-Trustee's ability to provide accurate periodic statements of account; to date Wells Fargo has been unable to obtain St. Louis' signature on the paperwork necessary to open the Trust Account and transfer assets thereto.

Petitioner Wells Fargo requests interpretation of Trust provision governing Trustee compensation, as follows:

- Paragraph 11.01(B) of the Tenth Amendment to Trust provides:
    - Upon assumption of the duties as Successor Trustee, any individual or corporate Co-Trustee or Trustees hereunder shall receive compensation for services rendered in an amount not to exceed the prevailing fees then being charged by corporate Trustees in the city wherein or the city nearest to where the Trustee is located for the administration of accounts of a character similar to this one, provided, however, that compensation to any individual Successor Trustee or Co-Trustee shall not exceed a reasonable amount for services actually rendered.
- A copy of Wells Fargo published fee schedule is attached at *Exhibit E*; Wells Fargo proposes it receive compensation for its services as Co-Trustee in the annual amount of **75 basis points**;
- Please refer to ***First Supplement to (1) Petition for Instructions Regarding Allocation of Co-Trustees' Responsibilities and for Order allowing Establishment of Trust Account; and (2) Petition for Interpretation of Trust Provision Governing Trustee Compensation* filed 3/16/2012**, *below*, for further discussion of Wells Fargo's request regarding trustee compensation.

~Please see additional page~

Petitioner prays for an Order of the Court as follows:

1. Allocating to Wells Fargo and Mr. St. Louis as Co-Trustees the responsibility of creating, maintaining and, if appropriate, modifying a written Investment Policy Statement;
2. Allocating to Wells Fargo the responsibility of the day-to-day administration and management of the Trust's liquid assets in a manner consistent with the written Investment Policy Statement, subject to the requirement that Wells Fargo shall provide Mr. St. Louis with monthly statements of account and transaction receipts, if he so requests;
3. Allocating to Wells Fargo the following responsibilities in regard to the commercial real property located in Clovis: (a) receipt and collection of the monthly rental payments from the lessee, (b) payment of real estate taxes, (c) maintaining records of all receipts and disbursements, (d) obtaining current property valuations to ensure the premises are adequately insured (including periodic appraisals), (e) ensuring that necessary repairs, renovations and improvements are completed by licensed, insured and bonded contractors, and (f) payment of insurance premiums;
4. Allocating to Mr. St. Louis and Wells Fargo, jointly and in regard to the commercial real property, responsibility for (a) negotiating and agreeing upon any extension or modification of the lease currently in place, (b) negotiating and agreeing upon any new lease of the premises, (c) tracking and addressing any environmental or tenant-related issued that may arise in regards to the property, and (d) if appropriate, negotiating and coordinating the sale of the property;
5. Allocating to Mr. St. Louis responsibility for the administration of the residential real property located at Sanders Court, with assistance from Wells Fargo; Wells Fargo shall among other things track payment due dates, pay real estate taxes, pay for maintenance and repairs, obtain current property valuations to ensure the premises are adequately insured (including obtaining periodic appraisals) and secure and maintain adequate insurance; Mr. St. Louis and Wells Fargo shall jointly execute any documents necessary to negotiate and coordinate the sale of the property and any major renovations, improvements, maintenance and repair of the property; Wells Fargo and Mr. St. Louis will jointly determine that necessary repairs, renovations and improvements are completed by licensed, insured and bonded contractors;
6. Authorizing Wells Fargo to assist Mr. St. Louis, as needed by Mr. St. Louis or the Binghams, in the provision of personal services to the Binghams and to do such other services as required or requested by the Binghams, as set forth in the June 2011 Addendum;
7. Allocating to Wells Fargo responsibility for the preparation and filing of any and all federal and state fiduciary income tax returns, the Bingham's personal income tax returns, gift tax returns, estate tax returns (when needed), payment of taxes from the Trust, participation in any estate or income tax audit, and preparation of any and all Trust accountings;
8. Allocating to Wells Fargo responsibility for the payment of Trust expenses and the Binghams' personal expenses;
9. Authorizing Wells Fargo to immediately establish a trust account at Wells Fargo with their Investment Management and Trust Department in the name of **WELLS FARGO BANK, N.A. and DAVID J. ST. LOUIS as Co-Trustees of the BYRUM C. AND WANDA H. BINGHAM FAMILY TRUST dated 4/1/1998 as Amended and Restated**, and to **transfer to that account all of the Trust's assets** currently housed in the Wells Fargo Advisor's brokerage accounts, at Bank of America, in the Wells Fargo Asset Management Account, or elsewhere;
10. Authorizing Wells Fargo to charge and receive compensation for its services as Co-Trustee in the annual amount of **75 basis points which equates to the annual rate of 0.75% of the periodic market value of the managed assets**, and to make changes or adjustments based on any changes or adjustments to Wells Fargo's published schedule of fees; and
11. Determining that the compensation of any individual Successor Co-Trustee is not related to Wells Fargo's published fee schedule, but rather shall be in an amount that does not exceed a reasonable amount for services actually rendered.

~Please see additional page~

***Reply to Petition for Instructions and Petition for Interpretation filed by Wells Fargo Bank, and Petition for Instructions Re: Allocation of Authority, Responsibilities and Duties Between Co-Trustees; Allocation of Trustee Compensation Between Trustee; and for Order Appointing Alternate Corporate Co-Trustee* filed 3/14/2012 by David J. St. Louis, Co-Trustee, states:**

- In that St. Louis is in substantial disagreement with the matters set forth in the *Petition* of Wells Fargo, St. Louis presents his own *Petition for Instructions* and prayer for relief as a separate petition independent from Wells Fargo's *Petition*;
- Wells Fargo disclaimed appointment by the provisions of its *Conditional Acceptance of Appointment as Successor Trustee* filed on 12/23/2011, and only St. Louis is currently a duly appointed and acting Trustee;
- In its conditional acceptance, Wells Fargo, although purporting to accept the Court's appointment as Co-Trustee, specifically made its acceptance subject to a "condition precedent" that the Court determine that (1) Wells Fargo is entitled to compensation for its services based upon its "current fee schedules as they may be changed and modified from time to time;" and (2) the compensation so determined be paid solely to Wells Fargo without apportionment to any other Co-Trustee (St. Louis);
- The conditional acceptance then goes on to state that should the Court enter an order inconsistent with the above two conditions, such an order of the Court constitutes the failure of a condition precedent to Wells Fargo's acceptance of appointment as Co-Trustee" which will cause Wells Fargo to decline appointment as a Co-Trustee of the Trust; thus, the bank has declined the office of Co-Trustee until the Court enters an order which complies with the above two requirements;
- Wells Fargo did not even file a petition for the entry of the order required by the conditional acceptance until 2/22/2012, which petition will not be heard until 4/2/2012; thus, contrary to the allegations contained in Wells Fargo's *Petition*, Wells Fargo is not an incumbent Trustee of the Trust; never has been an incumbent Trustee of the Trust; and will not be an incumbent Trustee unless and until the Court enters an order approving compensation for Wells Fargo in accordance with its current and future fee schedules, and ordering that the compensation for Wells Fargo not be shared with the other Co-Trustee; accordingly, until such time as the court order required by Wells Fargo is entered, St. Louis is and will remain the sole incumbent Trustee of the Trust;
- Please refer to *Part II, Factual Background*, on Page 3 of *Reply* for history narrative, including among other things, that the Binghams have been determined to be incapacitated by the Court, and St. Louis, who has been their close friend and confidant for 30 years (and who is the 1st alternate agent on their Advance Healthcare Directives), is the Conservator of the Persons of both of the Binghams [*Note: Byrum Bingham died on 3/19/2012, thus his conservatorship terminated by operation of law]*; that the Binghams' wealth accumulation from their auto dealership (*approximate asset valuation listed*) had been financially managed in a longstanding banking and brokerage relationship with Bank of America; in early 2010, the Binghams were introduced to a financial advisor, Jarrod Martinez, at Bank of America who later left that bank and began working for Wells Fargo Advisors, and he continued to have contact and discussions with the Binghams that resulted in their dissolving their longstanding relationship with Bank of America and moving their securities to Wells Fargo Advisors; the last transition documents were executed by the Binghams in July 2010, and on 3/21/2011, the Binghams restated their living trust to appoint Wells Fargo and St. Louis as Co-Trustees at such time as neither of the Binghams could act in the capacity as Trustee;
- Although Wells Fargo began work with respect to the *Petition for Instructions* shortly after the entry of the Order appointing it as Co-Trustee (*signed on 10/26/2011*), it was not until 2/22/2012 that the *Petition for Instructions* for an order satisfying Wells Fargo's conditions precedent was filed; throughout this interim of 3 months, Wells Fargo, with full knowledge that it had not accepted its appointment, routinely conducted itself as Co-Trustee, assumed authority as a Co-Trustee, and represent to third parties that it was a Co-Trustee;

~Please see additional page~

***Reply* of David St. Louis to Wells Fargo's *Petition*, continued:**

- From the date of entry of the Order appointing Co-Trustees (*signed on 10/26/2011*) until the end of December 2011, very little contact transpired between St. Louis and Wells Fargo; however, the sum and substance of those few contacts and of their meeting on 12/29/2011 was that Wells Fargo had every intention of controlling every aspect of the administration of the Trust to the exclusion of St. Louis, and to appropriate to itself alone as a fee, the entire fair market value of the "bundle of services" from the bank which was required to be provided in this matter;
- It was clear that Wells Fargo had determined to push aside the Co-Trustee whom the Binghams had appointed to monitor, oversee and work with the bank in its capacity as corporate Trustee; in the 2-month interim between the initial meeting and the filing of Wells Fargo's petition, Wells Fargo apparently reconsidered and softened its position with regard to totally excluding St. Louis from the administration of the Trust, probably due in part to the fact that St. Louis and his attorney Robert Sullivan made it clear to the Wells Fargo that St. Louis would not stand aside but would fully and faithfully discharge his responsibilities to the Binghams;
- St. Louis would have no reservations concerning entrusting all cash management, bookkeeping and accounting to Wells Fargo as a logical choice to discharge those responsibilities; however, Wells Fargo's personal and its attorney have consistently **said** their desire is to cooperate with St. Louis, but most of Wells Fargo's **actions** have been to the contrary *(please refer to Page 9 for several specific instances)*;
- St. Louis has offered his full cooperation with the corporate fiduciary (except to the extent of Wells Fargo's attempts to push him aside), and will continue to offer his full cooperation with Wells Fargo or any other corporate fiduciary who holds the office of Co-Trustee because it was clearly the intent of the Binghams that their appointed Co-Trustees act cooperatively together.

<u>David St. Louis Petitions the Court for Instructions, as follows</u>:

<u>Allocation of Responsibilities</u>: Given the respective strengths of the two Co-Trustees, St. Louis submits that the responsibilities should be allocated as follows:

1. Allocate primarily to Wells Fargo the custody and management of cash, including collections, disbursements, bookkeeping and accounting, except that St. Louis should be authorized and directed to maintain a trust bank account under his custody and control which would enable St. Louis to discharge his allocated duties and responsibilities in the event of a future failure of cooperation on the part of the corporate Co-Trustee; copies of bank statements and a complete listing of receipts and disbursements should be provided by the Co-Trustee maintaining the account to the other Co-Trustee on a monthly basis; signature of both Co-Trustees should be required on any individual disbursement over **$10,000.00** or for any commitment of regular monthly or other periodic disbursements over **$5,000.00**;

2. Allocate primarily to Wells Fargo the responsibility for management of the securities portfolios of the Trust, with the provisos that (a) all investment policies for the Trust be jointly adopted by the Co-Trustees' unanimous consent; (b) all selection of asset managers other than the corporate Co-Trustee be made by the unanimous decision of the Co-Trustees approved in writing; (c) the Co-Trustees be ordered to meet at least monthly to review investment performance and propose investment decisions for the coming month; and (d) copies of all securities account statements be provided on a monthly or more frequent basis simultaneously to both Co-Trustees;

~Please see additional page~

<u>David St. Louis' request for allocations, continued:</u>

3. Allocate to St. Louis responsibility for the care, preservation and management of the commercial real estate, **including the collection of rent and the making of all routine disbursements for the benefit of the property**, with the proviso that (a) all decisions with respect to the negotiation and renewal of the existing lease; (b) any decisions with respect to leasing to an alternate tenant; (c) and all decisions with respect to encumbrance, sale or other alienation or hypothecation of the property be unanimously by the Co-Trustees, and that no such actions shall be taken unless and until they have been approved in writing by both Co-Trustees;

4. Allocate to St. Louis responsibility for the **care, maintenance and preservation of the Binghams' personal residence, and he should be authorized to pay all expenses with respect thereto from the Trust bank account maintained by him,** with the proviso that any decisions concerning the lease, sale, encumbrance or disposition of the residence be unanimously made by both Co-Trustees;

5. Allocate solely to St. Louis responsibility for the care and welfare of [Mrs.] Bingham personally and the management of [her] personal affairs.

6. The Court should order that any further unilateral acts of recalcitrance or non-cooperation on the party of any Co-Trustee will subject that Trustee to immediate removal.

<u>Allocation of Compensation</u>:

St. Louis requests the Court enter an order allocating compensation between St. Louis and the corporate fiduciary, <u>two-thirds to the corporate fiduciary and one-third to St. Louis</u> as full compensation for all services rendered by him for and on behalf of the Binghams, including all services rendered by St. Louis in his capacity as conservator of the person of [Mrs. Bingham.]

St. Louis states:

- Wells Fargo appears to propose that St. Louis be compensated in some unspecified manner in addition to the .75% fee claimed by Wells Fargo; the problem with this position is that it is contrary both to the terms of the trust instrument and to California law with respect to the compensation of Co-Trustees; furthermore, this position unnecessarily increases the amount of the trustee's fees to be borne by the Trust;
- Wells Fargo's position fails to take into account the provisions of the first portion of Section 11.01B of the Trust which clearly provide that the **Trustees (plural)** are to receive compensation for services rendered in an amount not to exceed the prevailing fees then being charged by corporate trustees in the Fresno area; the Trust is clear in its mandate that one trustee fee calculated in accordance with the prevailing corporate trustee fee schedule should be paid to **<u>both</u>** Trustees -- one fee must be allocated between the corporate Co-Trustee and the individual Co-Trustee.
- Wells Fargo's position is contrary to California law (*please refer to Memorandum of Points and Authorities filed 3/14/2012*) which provides that where the trust instrument specifies that the fee is to be paid to multiple trustees, that fee is to be equitably apportioned between them based upon services performed and responsibilities assumed.

~Please see additional page~

David St. Louis' Request for Instructions, continued:

Selection of Corporate Fiduciary: St. Louis requests the Court consider appointing a corporate Trustee other than Wells Fargo Bank, based upon the following:

- St. Louis makes this request based on the language of the conditional acceptance filed by Wells Fargo, setting up a condition precedent the entry of a court order authorizing compensation to Wells Fargo at .75% per year *and* determining that this compensation be awarded solely to Wells Fargo with no portion of it being allocated to St. Louis;
- Wells Fargo's conditional acceptance makes it clear that if the Court enters an order determining reasonable compensation to be less than .75% or allocating any portion thereof to St. Louis, then in either event, Wells Fargo will decline to act as Co-Trustee;
- The above being the case, consideration must be given to the appointment of an alternate corporate Co-Trustee;
- The total lack of cooperation shown by Wells Fargo in this matter to date, coupled with adversarial positions it has taken against St. Louis as the appointing and acting Trustee of the Trust, give a clear indication that Wells Fargo has done the very thing which a trustee is clearly prohibited from doing under California law: placing its own individual interests above those of the trust beneficiaries;
- Instead of reaching out to St. Louis to ask how the Co-Trustees could cooperate to best benefit the Binghams, Wells Fargo set to work to assure that all fees based on a corporate fee schedule be paid to it alone; to wrest control of the administration of the Trust from St. Louis; and to seek appointment as conservator of the estates of the Binghams, notwithstanding the fact that the Binghams nominated St. Louis as conservator of both of their respective estates;
- Wells Fargo's consistent pattern of recalcitrance and non-cooperation calls into serious question whether Wells Fargo should in fact act as Co-Trustee even if the conditions precedent specified in its conditional acceptance were satisfied;
- **Prior to the hearing of this petition, St. Louis will submit to the Court the proposals of three alternate corporate fiduciaries to be considered by the Court in making its orders.**

***Memorandum of Points and Authorities in Support of Reply to Petition for Instructions and Petition for Interpretation filed by Wells Fargo Bank, etc.*, was filed by David St. Louis on 3/14/2012.**

***Declaration of Linda Gist* was filed by David St. Louis on 3/14/2012**, stating in sum that she was the Binghams' office manager at Bingham Toyota for 13 years until her retirement in 2010; she worked with Mr. Bingham on a daily basis and become close to him and his wife; during that time she was very involved in the Binghams' financial affairs, both corporate and personal; during 2009 and 2010, she had numerous discussions with Mr. Bingham concerning who should be appointed as trustees of the family trust, whose assets were held and managed at that time by Bank of America with Jarrod Martinez as financial advisor; when Mr. Martinez left Bank of America the Binghams dissolved their long-term relationship with Bank of America and moved to Wells Fargo; this transition caused the Binghams to give consideration to appointing Wells Fargo as their co-trustee; in her discussions with Mr. Bingham, they agreed that if he were to appoint a corporate fiduciary he should also appoint an individual in whom he had trust and confidence to watch over the corporate fiduciary and to monitor its activities and participate in trust decisions; she recommended appointing Edward Hashim, his longtime CPA, and David St. Louis, his longtime friend and confidant; ultimately, Mr. and Mrs. Bingham decided to appoint Mr. St. Louis to act together with Wells Fargo Bank as co-trustee.

~Please see additional page~

***Declaration of Paul T. Chambers, Esq.,* was filed by David St. Louis on 3/14/2012** stating in sum:

- He has been Byrum Bingham's personal attorney since approximately 1992 and handled his estate planning matters since 1996; he prepared the Trust the Binghams executed, and they subsequently transferred all of the Binghams' assets into the trust;
- In the original trust and all subsequent amendments, the Binghams were the initial co-trustees *[declaration lists all persons named as co-trustees in 9 trust amendments]*; in approximately November 2005, declarant spoke to Mr. and Mrs. Bingham with regard to compensation payable to the successor trustee appointed at that time, and explained to them that his understanding of the usual percentages charged by professional trustees was ~1/2 to 1% of the value of the trust estate per year; declarant's notes indicate Mr. Bingham did not have any objection to this;
- In the 9th Amendment to the trust dated 6/30/2010, Mr. Bingham substituted Wells Fargo in the place of Bank of America as successor trustee, and the reason given to declarant for doing this was that the person Mr. Bingham was associated with at Bank of America, Jarrod Martinez, had relocated to Wells Fargo Bank and that he liked Jarrod Martinez;
- He advised Mr. Bingham at this time that the trustee fees payable to a professional trustee would be ~1/2 to 1% of the value of the trust estate per year (or **$255,335.00** per year based on **$51,067,000** asset value), and Mr. Bingham expressed no objection [to] or concurrence in this fee; declarant does not recall any other discussions between himself and Mr. and Mrs. Bingham with regard to trustee fees;
- In March 2011, he met with Mr. and Mrs. Bingham to review their estate planning and make certain amendments, in which some of the beneficiaries were changed and the amounts payable to his daughter were increased; in addition, Mr. Bingham told him he wanted David St. Louis, his long-time friend, appointed as co-trustee with Wells Fargo Bank to watch over the bank and monitor their activities; they had discussions with regard to appointing a "trust protector" and Mr. Bingham suggested that he become his trust protector; he told Mr. Bingham that he felt uncomfortable doing this but would do so if he was adamant about it; Mr. Bingham said he would get back to declarant with regard to this matter but declarant heard nothing further;
- At the time of the appointment of David St. Louis as co-trustee, they had no discussions with regard to the amount of the sharing of trustee fees.

~Please see additional page~

***First Supplement to (1) Petition for Instructions Regarding Allocation of Co-Trustees' Responsibilities and for Order allowing Establishment of Trust Account; and (2) Petition for Interpretation of Trust Provision Governing Trustee Compensation* filed 3/16/2012 states the Petition is supplemented as follows:**

Co-Trustees' discussions regarding fiduciary compensation:
On 3/1/2012, Wells Fargo and its counsel met with Co-Trustee St. Louis and his attorney Robert Sullivan, Jr. to discuss the contents of the *Petition*, the proposed allocation of responsibilities between the Co-Trustees, and the proposed means of determining each Co-Trustee's compensation for services to be rendered by them in administering the Trust estate;

- The Co-Trustees were unable to reach a final agreement as to any of the responsibilities, though a consensus developed as to allocation of most of them; St. Louis was unwilling to agree to any division of responsibilities unless the parties also reached agreement as to trust compensation;
- Wells Fargo disagrees with St. Louis' interpretation of the Tenth Amendment to the Trust which concerns the Co-Trustee's right to compensation;
- Paragraph 11.01(B) of the Tenth Amendment to Trust provides:
    - Upon assumption of the duties as Successor Trustee, any individual or corporate Co-Trustee or Trustees hereunder shall receive compensation for services rendered in an amount not to exceed the prevailing fees then being charged by corporate Trustees in the city wherein or the city nearest to where the Trustee is located for the administration of accounts of a character similar to this one, provided, however, that compensation to any individual Successor Trustee or Co-Trustee shall not exceed a reasonable amount for services actually rendered.
- Wells Fargo alleges that St. Louis interprets this paragraph to mean that a single fee will be allowable and paid to the Co-Trustees who then must divide that fee between them; St. Louis proposes that the Co-Trustees divide the ad valorem fee *[fee according to the value of the assets]*, which is **75 basis points** (already a 25% discount from Wells Fargo's schedule fee), such that St. Louis receives 1/3, or 25 basis points; given the current value of the Trust estate, **25 basis points** would amount to annual compensation to St. Louis of **~$120,000.00**;
- Wells Fargo respectfully disagrees with this interpretation and submits that under Paragraph 11.01(B) of the Tenth Amendment, the means for determining its compensation is not tied to the compensation that St. Louis is entitled to receive for his services; Wells Fargo submits that the language stating that "compensation to any individual Successor Trustee or Co-Trustee shall not exceed a reasonable amount for services actually rendered" supports the proposition that St. Louis should be compensated on an hourly basis;
- Presently, Wells Fargo has petitioned the Court to utilize its published fee schedules to determine its compensation, and proposes it receive compensation in the amount of **75 basis points**, which equates to the annual rate of **0.75% of the market value** of the managed assets, which reflects a 25% discount on the fees outlined in the Elder Services Fee Schedule *(copy attached as Exhibit E to Petition)*;
- Given the substantial value and complexity of the assets comprising the Trust and the significant services and efforts that will be required of Wells Fargo to administer these assets in conjunction with St. Louis, **Wells Fargo cannot administer the Trust for less than 75 basis points;**

Petitioner states that if the Court interprets Paragraph 11.01(B) to provide for a single fee to both Co-Trustees which they, in turn, must apportion between them, Wells Fargo amends its request for compensation and instead requests total aggregate compensation to both Co-Trustees in an amount not less than 100 basis points, or 1.00% of the market value of the managed assets.

***First Supplement* to Wells Fargo's *Petition for Instructions*, continued:**

<u>Monthly rental proceeds from the commercial tenant</u>:

- The Trust includes a commercial lost located in Clovis; the lot is the subject of triple-net least that produces income of **~$65,000.00** per month; prior to appointment of Wells Fargo and St. Louis as Co-Trustees, these rental proceeds were deposited each month into a Bingham trust account at Wells Fargo; out of the rental proceeds and per the terms of the Elder Care Services Agreement signed by the Binghams *(copy attached as Exhibit D to Petition)*, Wells Fargo paid the Bingham's expenses upon receipt of their bills and invoices; that is, Binghams would provide Wells Fargo with their bills and Wells Fargo would issue payment to the appropriate vendor or service provider;
- After the Court's appointment of the Co-Trustees and the Court's appointment of St. Louis as Conservator of the Person of both Mr. and Mrs. Bingham, St. Louis assumed responsibility for forwarding the Binghams' bills to Wells Fargo, which Wells Fargo then paid per previously established custom;
- Without notice to Wells Fargo, St. Louis began depositing the rent checks from the commercial tenant into a checking account at Bank of America titled in the name of the Bingham Trust;
- Wells Fargo alleges that St. Louis deposited the rent checks for December 2011, January 2012, and February 2012 into the Bank of America account;
- Wells Fargo became concerned about the funds given the historical practice of depositing them with Wells Fargo and the Bingham Trust instrument requiring all monies and personal property coming into possession of the Co-Trustees be held in the custody of the corporate or national banking association trustee;
- Wells Fargo made multiple inquiries to St. Louis regarding the whereabouts of the rent checks, but St. Louis did not respond;
- In February 2012, Wells Fargo discovered not only that St. Louis deposited the rent checks in the Bingham Trust Account at Bank of America, but that in January 2012 St. Louis had withdrawn **$70,000.00** from the Bank of America account, in the form of two cashier's checks, one for **$45,000.00** payable to St. Louis individually and one for **$25,000.00** payable to St. Louis as "Trustee" *(copies of checks attached as Exhibit F)*;
- Further, it appeared that at least one of the checks was deposited in St. Louis' law firm's trust account for client funds, rather than an account designated in the name of the Bingham Trust, where the funds were commingled with client funds, all in violation of Probate Code § 16009;
- St. Louis had not disclosed these withdrawals or deposits to Wells Fargo, and Wells Fargo was unaware of any explanation for them;
- Upon learning of the withdrawals and not having heard from St. Louis, Sells Fargo sent correspondence to the commercial tenant instructing it to mail future rent checks to Wells Fargo as Co-Trustee; and a copy was sent to St. Louis and his attorney, Robert Sullivan *(copy of letter attached as Exhibit G)*;
- Wells Fargo also sent correspondence to Bank of America requesting it send the monthly statements for the Trust checking account to Wells Fargo as Co-Trustee *(copy of letter attached as Exhibit H)*; Wells Fargo amended its instruction to direct Bank of America to send statements to both Wells Fargo and St. Louis as Co-Trustees *(copy of letter attached as Exhibit I)*;
- Following Wells Fargo's letters to the commercial tenant and to Bank of American, vociferous objections were made by St. Louis and his counsel; Wells Fargo proposed a meeting of Co-Trustees to discuss the issues, including the **$70,000** withdrawal and the matters in the *Petition for Instructions*;

~Please see additional page~

***First Supplement* to Wells Fargo's *Petition for Instructions*, continued:**

- The meeting occurred on 3/1/2012, during which St. Louis acknowledged he had withdrawn the $70,000 and deposited the funds into his client trust account, stating he paid a number of bills related to the Binghams and/or the Trust out of his client trust account, and he provided an informal accounting of his use of those funds *(copy attached as Exhibit J)*; however, the informal accounting did not include a specific check number and certain other unidentified checks, and St. Louis did not provide copies of the bills he paid or proof of the **$2,000.00** advance he personally gave the Binghams and for which he reimbursed himself by a specific check number;
- St. Louis also provided an informal accounting of the Bingham Trust at Bank of America *(copy attached as Exhibit K)*;
- Although St. Louis says he transferred the $70,000 because he needed to pay a number of the Binham's expenses, at the time of the withdrawals he had been [presenting] and continued to present numerous bills of the Binghams to Wells Fargo for payment, all of which Wells Fargo paid without delay;
- At no time had St. Louis advised Wells Fargo that he needed to pay or was paying additional expenses of the Binghams or that payment of such expenses for some reason could not be made by Wells Fargo; even if St. Louis had a legitimate reason to pay certain bills without the involvement of his Co-Trustee, Wells Fargo believes he could have made arrangements to pay those bills directly from the Bingham Trust account at Bank of America;
- Wells Fargo respectfully submits there was no satisfactory justification for St. Louis' personal withdrawal of Trust funds, and his subsequent deposit of those funds in a non-trust, commingled account;
- Wells Fargo believes that following the 3/1/2012 meeting and at Wells Fargo's insistence, St. Louis returned the balance of the Bingham Trust funds on deposit in his client trust account to the Bingham Trust account at Bank of America;
- St. Louis has taken the position that Wells Fargo is not an incumbent trustee of the Trust due to its conditional acceptance filed on 12/21/2011; on behalf of St. Louis, Attorney Sullivan sent a letter to the commercial tenant directing the tenant to send all future rent checks to St. Louis *(copy of letter attached as Exhibit L)*; counsel for the tenant responded by letter on 3/13/2012 *(copy of letter attached as Exhibit M)* suggesting the tenant would file an interpleader action in the event the Co-Trustees cannot agree to whom rent checks should be sent; however, the Trust instrument directs that all monies and personal property coming into possession of the Co-Trustees shall be held in the custody of the corporate or national banking association trustee;
- Although Wells Fargo's relationship with St. Louis has been somewhat tumultuous, Wells Fargo would like to resolve the matter of the allocation of responsibilities between the Co-Trustees and believes that the allocation presented in the Petition is reasonable and in the best interest of the Binghams and the Trust;
- St. Louis, however, will not agree to Wells Fargo's proposal unless Wells Fargo will agree to divide the requested 75 basis points such the St. Louis receives 1/3, or 25 basis points; given the current value of the Trust estate, 25 basis points would amount to annual compensation of **~$120,000.00** to St. Louis.

Petitioner Wells Fargo respectfully requests the Court grant its *Petition for Instructions* and order the relief requested therein.

6 **Dawn Ray (Estate)** **Case No. 12CEPR00189**

Atty **Shehadey, Vanessa Lynn (for Robert M. Ray – son/Petitioner)**

Petition for Letters of Administration; Authorization to Administer Under IAEA (Prob. C. 8002, 10450)

DOD: 04/21/11			**ROBERT M. RAY,** son, is Petitioner and requests appointment as Administrator without bond.
Cont. from			All heirs waive bond.
	Aff.Sub.Wit.		
✓	**Verified**		Full IAEA – OK
	Inventory		
	PTC		Decedent died intestate.
	Not.Cred.		
✓	**Notice of Hrg**		Residence: Fresno Publication: The Business Journal
✓	**Aff.Mail**	w/o	
	Aff.Pub.		**<u>Estimated Value of the Estate:</u>** Personal property - $60,000.00
	Sp.Ntc.		
	Pers.Serv.		
	Conf. Screen		Probate Referee: **RICK SMITH**
✓	**Letters**		
✓	**Duties/Supp**		
	Objections		
	Video Receipt		
	CI Report		
	9202		
✓	**Order**		
	Aff. Posting		
	Status Rpt		
	UCCJEA		
	Citation		
	FTB Notice		

NEEDS/PROBLEMS/COMMENTS:
Reviewed by: JF
Reviewed on: 03/23/12
Updates:
Recommendation: SUBMITTED
File 6 - Ray

Dept. 303, 9:00 a.m. Monday, April 2, 2012

7 Olivia T. Issa aka Olivia Issa (Estate) Case No. 12CEPR00197

Atty **Feist, Raymond Frank Jr. (of Oceanside for May Issa Lorah – daughter/Petitioner)**

Petition for Probate of Will and for Letters Testamentary; Authorization to Administer Under IAEA (Prob. C. 8002, 10450)

DOD: 04/28/01		
Cont. from		
	Aff.Sub.Wit.	s/p
✓	**Verified**	
	Inventory	
	PTC	
	Not.Cred.	
✓	**Notice of Hrg**	
✓	**Aff.Mail**	w/o
✓	**Aff.Pub.**	
	Sp.Ntc.	
	Pers.Serv.	
	Conf. Screen	
✓	**Letters**	
✓	**Duties/Supp**	
	Objections	
	Video Receipt	
	CI Report	
	9202	
✓	**Order**	
	Aff. Posting	
	Status Rpt	
	UCCJEA	
	Citation	
	FTB Notice	

MAY ISSA LORAH, daughter, named alternate co-executor without bond, is Petitioner.

Full IAEA – ok

Will dated 06/24/99

Residence: Prather
Publication: Mountain Press

Estimated Value of the Estate:

Personal property	-	$1,375,000.00
Annual income	-	27,500.00
Total	**-**	**$1,402,500.00**

Probate Referee: **RICK SMITH**

NEEDS/PROBLEMS/COMMENTS:

Reviewed by: JF
Reviewed on: 03/23/12
Updates: 03/28/12
Recommendation: SUBMITTED
File 7 – Issa

Dept. 303, 9:00 a.m. Monday, April 2, 2012

8 **Anna Funk Goins (Estate)** **Case No. 06CEPR01000**

Atty **Donaldson, Larry A. (of Madera for Marie E. Donaldson & Maynard E. Goins, Executors)**

Probate Status Hearing Re: Failure to File a First Account or Petition for Final Distribution (Prob. C. 12200, et seq)

DOD: 2/28/16	**MARIE E. DONALDSON** and **MAYNARD E. GOINS**, were appointed Co-Executors with full IAEA authority and without bond on 11/21/06. Letters issued on 11/27/06. Inventory and appraisal filed on 3/15/12 shows the estate value at $287,370.38 First account or petition for final distribution was due on 11/27/07. This status hearing was set for the filing of the inventory and appraisal and for the filing of the first account or petition for final distribution.	**NEEDS/PROBLEMS/COMMENTS:** **Continued from 12/5/11. Minute order states Mr. Donaldson states he has not received documents.** **1. Need current status report or first account or petition for final distribution.**
Cont. from 072511, 102411, 120511, 013012		
Aff.Sub.Wit.		
Verified		
Inventory		
PTC		
Not.Cred.		
Notice of Hrg		
Aff.Mail		
Aff.Pub.		
Sp.Ntc.		
Pers.Serv.		
Conf. Screen		
Letters		
Duties/Supp		
Objections		
Video Receipt		
CI Report		
9202		
Order		
Aff. Posting		**Reviewed by: KT**
Status Rpt		**Reviewed on: 3/23/12**
UCCJEA		**Updates:**
Citation		**Recommendation:**
FTB Notice		**File 8 - Goins**

Dept. 303, 9:00 a.m. Monday, April 2, 2012

9 Tarek K. Alameldin (Estate) Case No. 06CEPR01226

Atty Rindlisbacher, Curtis D. (for Naglaa K. Alameldin – Sister – Administrator)

Atty Shahbazian, Steven L. (for Roli Elsotari)

Probate Status Hearing Re: (1) Status Report of Administration of Estate and (2) Petition to Approve First Account (Prob. C. 12201 and 10950)

DOD: 11-6-06

Cont. from: 110110, 120610, 012711, 042811, 070711, 081811, 091411, 113011, 020112

	Aff.Sub.Wit.	
✔	**Verified**	
✔	**Inventory**	X
✔	**PTC**	
✔	**Not.Cred.**	
✔	**Notice of Hrg**	
✔	**Aff.Mail**	W
	Aff.Pub.	
	Sp.Ntc.	
	Pers.Serv.	
	Conf. Screen	
	Letters	
	Duties/Supp	
	Objections	
	Video Receipt	
	CI Report	
✔	**9202**	
	Order	X
	Aff. Posting	
	Status Rpt	
	UCCJEA	
	Citation	
N/A	**FTB Notice**	

NAGLAA K. ALAMELDIN, sister / Administrator with full IAEA with bond of $190,000.00, is Petitioner. (Appointed 1-2-07)

Account period: 11-6-06 through 9-20-10

Accounting: $ 507,501.26
Beginning POH: $ 477,653.43
Ending POH: $ 105,275.67

Administrator: $ 5,944.34
(Note: Petition does not appear to request statutory commissions at this time.)

Administrator: $ 11,424.99
(Reimburse for costs of administration and repairs to residence – This amount is included in the Ending POH figure as a Note Payable.)

Attorney: $ 5,944.34 *

***Petitioner proposes** to split statutory attorney fees between current attorneys and former attorneys Tuttle & McCloskey, who have filed a Creditor's Claim for $2,140.00, which has not yet been approved by the court or paid, and $3,500.00 estimated statutory fees. This split has not yet been agreed upon yet. **Petition does not appear to request payment of these fees.**

Petitioner states the estate is <u>not</u> in a position to be closed because Petitioner has not been able to collect the amounts owed to the estate by Roli Elsotari and the estate is insolvent.

Petitioner requests that the administration of the estate continue until Roli Elsotari has repaid the sums owed to the estate or other satisfactory arrangements approved by the Court are made for repayment of those sums.

Petitioner prays for an Order:
1. Confirming and approving all acts of Petitioner;
2. Settling and approving the First account;
3. Authorizing reimbursement to Petitioner for costs of $11,424.99
4. Continuing administration of the estate until Roli Elsotari has repaid the sums owed to the estate or other satisfactory arrangements approved by the Court are made for repayment of those sums; and
5. Such further orders as the court deems appropriate.

Declaration filed 8-18-11 addresses the Bank of America creditor's claim.

Minute Order 8-18-11: Counsel requests a continuance to resolve the other issues.

Minute Order 9-14-11: Mr. Rindlisbacher requests a continuance.

NEEDS/PROBLEMS/COMMENTS:

<u>(Page 1 of 3)</u>

<u>Note: This is the 10th hearing on this petition</u>.

<u>Minute Order 2-1-12</u>: Counsel advises the Court that they have identified an additional asset just under $70,000.00 and he will be submitting the paperwork. Counsel requests a continuance to collect the assets.

<u>Note</u>: Roli Elsotari (Decedent's ex-wife) filed a petition to remove Administrator on 2-3-10, which was denied on 7-13-10. On that date, the minute order states Atty Rindlisbacher will file an interim accounting; status hearing set for 9-21-10. This Status Report and Account (the interim accounting) was filed 9-21-10 and heard on 11-1-10, and was continued to 12-6-10, 1-27-11, 4-28-11, and 7-7-11.

<u>The following issues remain regarding this petition: See Page 2, 3.</u>

<u>Declaration filed 9-13-11 addresses the issues noted on Page 2 and 3 and requests an additional 30 days to correct the inventory and file an amended account.</u>

<u>Minute Order 11-30-11 continued the matter to 2-1-12</u>.

<u>As of 1-25-12, nothing further has been filed</u>.

Contacts: Reviewed 3-23-12

Recommendation:

Reviewed by: skc

File 9 - Alameldin

Dept. 303, 9:00 a.m. Monday, April 2, 2012

9 Tarek K. Alameldin (Estate) Case No. 06CEPR01226

Atty Rindlisbacher, Curtis D. (for Naglaa K. Alameldin – Sister – Administrator)

Atty Shahbazian, Steven L. (for Roli Elsotari)

(1) Status Report of Administration of Estate and (2) Petition to Approve First Account (Prob. C. 12201 and 10950)

NEEDS/PROBLEMS/COMMENTS (Continued) (Page 2 of 3):

1. **Inventory and Appraisal filed 3-23-10 and Amended I&A filed 9-13-11 appear to contain items appraised by Petitioner on Attachment 1 that should have been appraised by Probate Referee on Attachment 2 per Probate Code §8901:**
   - Warrant dated 11-15-06 valued at $13,618.19
   - Warrant dated 5-21-07 valued at $232.61
   - Warrant dated 7-3-07 valued at $18.41

   ***Note**: Descriptions of warrants state: "paid to Roli Elsotari (per Order of Fresno County Superior Court, sustained on appeal, this asset belongs to estate)."*

   ***Note**: Petition addresses the warrants at #3 and #5, as judgments and states interest is accruing and Petitioner plans to levy Ms. Elsotari's wages to enforce the judgment.*

   Declaration filed 9-13-11 states the warrants were properly inventoried. At the time of his death, these warrants represented wages and vacation compensation owed to Decedent. They were paid to Roli Elsotary pursuant to a beneficiary designation, and Petitioner sought judicial relief for an order that she be required to pay those monies back to the estate.

   Examiner notes that items such as debts and notes payable are typically appraised by the Probate Referee. If, at the time of death, these items were not warrants, but wages, they should be listed appropriately in whatever form or character they were at the date of death. If they later became debts owed to the estate via judgment or warrant, that is not an inventory item. However, for purposes of continuing this review, this explanation is accepted by Examiner.

2. **Inventory and Appraisal filed 3-23-10 includes "TD Ameritrade Investment Account" valued at $108,013.63 by Administrator on Attachment 1. Petition states this is a money market account, which means that appraisal on Attachment 1 is appropriate per Probate Code §8901(d); *however*, the Petition further states that Decedent had "shorted" a number of stocks against this account and Administrator repaid the loan by purchasing the stocks that had been shorted by Decedent and selling them the same day at a gain of $29,394.36. The court may require further information regarding whether appraisal of this item as a cash asset (including loan and repayment) is appropriate or whether the loan within the asset warrants appraisal by Probate Referee.**

   ***Note**: Minute Order 4-28-11 states Atty Rindlisbacher represents the account was properly accounted for; however, the minute order does not reflect action by the court on the representation. The item remains noted.*

   Declaration filed 9-13-11 states the item is properly appraised on Attachment 1.

SEE PAGE 3

9 Tarek K. Alameldin (Estate) Case No. 06CEPR01226

Atty Rindlisbacher, Curtis D. (for Naglaa K. Alameldin – Sister – Administrator)

Atty Shahbazian, Steven L. (for Roli Elsotari)

(1) Status Report of Administration of Estate and (2) Petition to Approve First Account (Prob. C. 12201 and 10950)

NEEDS/PROBLEMS/COMMENTS (Continued) (Page 3 of 3):

3. Need Allowance or Rejection of Creditor's Claims:

- Bank of America $311.50 (filed 8-27-07)

- Bank of America $40,978.89 (filed 8-27-07)

Note: Petition states Bank of America was paid $37,000.00; however, no Allowance or Satisfaction has been filed.

Note: Petition states Bank of America claim for $311.50 is still pending.

Note: Declaration filed 8-18-11 provides a letter from Bank of America indicating settlement and receipt of $37,000.00; however, the account number referenced on the letter does not match the account number referenced on either B of A creditor's claim. Need clarification.

Declaration filed 9-13-11 states Petitioner is researching to find out why the account numbers don't match, and the smaller claim is still pending.

As of 1-25-11, nothing further has been filed.

4. Petition appears to use net figures instead of gross figures for calculation of gains and losses (vehicles, personal property). This affects the balance of the account.

Declaration filed 9-13-11 states Petitioner is correcting the accounting to use gross figures and will be filing an amended and corrected account.

As of 1-25-11, nothing further has been filed.

5. Petition states the Guaranty Bank balance was transferred to the California State Controller's Office and Petitioner is submitting paperwork to collect this amount. Court may require additional information.

Declaration filed 9-13-11 states this item is pending. Petitioner was recently notified that there may be another asset that was previously unknown that may be a part of the estate.

As of 1-25-11, nothing further has been filed.
Need status of pending return of funds, plus status of discovery of the previously unknown asset.

Dept. 303, 9:00 a.m. Monday, April 2, 2012

10 **Kimberly Palacios (GUARD/P)** **Case No. 08CEPR00096**

Atty **Soto, Genoveva (pro per Petitioner/Guardian)**

Petition for [Approval for Passport]

Age: 4 years DOB: 6/28/2007		
Cont. from		
	Aff.Sub.Wit.	
✓	Verified	
	Inventory	
	PTC	
	Not.Cred.	
	Notice of Hrg	X
	Aff.Mail	X
	Aff.Pub.	
	Sp.Ntc.	
	Pers.Serv.	
	Conf. Screen	
	Letters	
	Duties/Supp	
	Objections	
	Video Receipt	
	CI Report	
	9202	
	Order	X
	Aff. Posting	
	Status Rpt	
	UCCJEA	
	Citation	
	FTB Notice	

GENOVEVE SOTO, maternal grandmother/guardian, is petitioner.

Father: **JUAN CARLOS**
Mother: **YOLANDA ROMERO**

Paternal grandparents: Unknown
Maternal grandfather: Angel Hernandez

Petitioner states she needs to obtain a passport for the minor so that they may travel to Mexico.

NEEDS/PROBLEMS/COMMENTS:

1. **It appears that this petition is unnecessary. According to the U.S. Department of State's Web page a guardian can obtain a passport for a minor under the age of 18 by including the Order Appointing Guardian (along with the other necessary documentation) with the Passport Application.**

Note: An order has not been submitted.

Reviewed by: KT
Reviewed on: 3/26/12
Updates:
Recommendation:
File 10 - Palacios

Dept. 303, 9:00 a.m. Monday, April 2, 2012

11A Nerine Amavisca, Noe Amavisca, Natalie Amavisca and Nadine Amavisca (GUARD/P)

Case No. 11CEPR00901

Atty Gonzales, Yolanda (pro per Paternal grandmother/proposed guardian of Nerine and Natalie)
Atty Amavisca, Renee (pro per Petitioner/paternal aunt/proposed guardian of Noe and Nadine)
Atty Amavisca, Monica (pro per Objector/mother)

Petition for Appointment of Guardian of the Person (Prob. C. 1510) (Yolanda Gonzales)

Nerine age: 10 years DOB: 4/6/01		
Noe age: 9 years DOB: 8/18/02		
Natalie age: 4 years DOB: 7/19/07		
Nadine age 2 years DOB: 12/7/09		
Cont. from 121211, 022712		
✓	Verified	
	Inventory	
	PTC	
	Not.Cred.	
✓	Notice of Hrg	
✓	Aff.Mail	
	Aff.Pub.	
	Sp.Ntc.	
	Pers.Serv.	X
✓	Conf. Screen	
✓	Letters	
✓	Duties/Supp	
	Objections	
	Video Receipt	
✓	CI Report	
	9202	
✓	Order	
	Aff. Posting	
	Status Rpt	
✓	UCCJEA	
	Citation	
	FTB Notice	

TEMPORARY EXPIRES 4/2/12

YOLANDA GONZALES, paternal grandmother, is petitioner.

Father: **SAMUEL AMAVISCA** – *deceased*.

Mother: **MONICA AMAVISCA** – *present in court on 2/27/12*

Paternal grandfather: Samuel Amavisca – *consents and waives notice.*
Maternal grandfather: Rick Sandhu – *court dispensed with notice on 2/27/12.*
Maternal grandmother: Lupe Rios – *served on 3/12/12*

Petitioner states ????

Objections of Mother, Monica Amavisca filed on 10/19/11 states her husband died and she had to move out of her home because it was too much for them. She states she didn't have a permanent place to live so she asked Yolanda to take the kids until she got her apartment. Yolanda agreed and now that she has the apartment they don't want to give the kids back.

Court Investigator Samantha Henson's Report filed on 11/30/11

Court Investigator Samantha Henson's Supplemental Report filed on 2/23/12

NEEDS/PROBLEMS/COMMENTS:

This petition is as to NERINE and NATALIE ONLY.

1. **Petition does not state why the guardianship is necessary.**

Reviewed by: KT
Reviewed on: 3/22/12
Updates:
Recommendation:
File 11A - Amavisca

Dept. 303, 9:00 a.m. Monday, April 2, 2012

11B Nerine Amavisca, Noe Amavisca, Natalie Amavisca and Nadine Amavisca (GUARD/P)

Case No. 11CEPR00901

Atty Gonzales, Yolanda (pro per Paternal grandmother/proposed guardian of Nerine and Natalie)
Atty Amavisca, Renee (pro per Petitioner/paternal aunt/proposed guardian of Noe and Nadine)
Atty Amavisca, Monica (pro per Objector/mother)

Petition for Appointment of Guardian of the Person (Prob. C. 1510) (Renee Amavisca)

Nerine age: 10 years DOB: 4/6/01		
Noe age: 9 years DOB: 8/18/02		
Natalie age: 4 years DOB: 7/19/07		
Nadine age 2 years DOB: 12/7/09		
Cont. from 121211 , 022712		
✓	Verified	
	Inventory	
	PTC	
	Not.Cred.	
	Notice of Hrg	X
	Aff.Mail	X
	Aff.Pub.	
	Sp.Ntc.	
	Pers.Serv.	
✓	Conf. Screen	
✓	Letters	
✓	Duties/Supp	
	Objections	
	Video Receipt	
✓	CI Report	
	9202	
✓	Order	
	Aff. Posting	
	Status Rpt	
✓	UCCJEA	
	Citation	
	FTB Notice	

TEMPORARY EXPIRES 4/2/12

RENEE AMAVISCA, paternal aunt, is petitioner.

Father: **SAMUEL AMAVISCA** – deceased.

Mother: **MONICA AMAVISCA** – *present in court on 12/12/11 and on 2/27/12.*

Paternal grandfather: Samuel Amavisca
Maternal grandfather: Rick Sandhu – *court dispensed with notice on 2/27/12.*
Maternal grandmother: Lupe Rios

Petitioner states she feels it is in the best interest of the children that the Petitions (hers and Yolanda's) be approved. Allowing the children to go back with their mother would put them in danger. Included are photographs that show mom's everyday lifestyle. The pictures show her and others with guns. Her lifestyle is that of gangs, drugs, alcohol and neglect.

Objections of Mother, Monica Amavisca filed on 10/19/11 states her husband died and she had to move out of her home because it was too much for them. She states she didn't have a permanent place to live so she asked Yolanda to take the kids until she got her apartment. Yolanda agreed and now that she has the apartment they don't want to give the kids back.

Court Investigator Samantha Henson's Report filed on 11/30/11.

Court Investigator Samantha Henson's Report filed on 2/23/12.

NEEDS/PROBLEMS/COMMENTS:

This petition is as to NOE and NADINE ONLY.

2. **Need *Notice of Hearing*.**
3. **Need proof of service of the *Notice of Hearing* along with a copy of the Petition or consent and waiver of notice or declaration of due diligence on:**
   a. **Samuel Amavisca (paternal grandfather)**
   b. **Lupe Rios (maternal grandmother)**

Reviewed by: KT
Reviewed on: 3/23/12
Updates:
Recommendation:
File 11B - Amavisca

Dept. 303, 9:00 a.m. Monday, April 2, 2012

12A Amiah Tracy & Jaedyn Grover (GUARD/P) Case No. 11CEPR01093

Atty Grover, Evelyn (pro per/maternal aunt – temporary guardian and proposed permanent guardian)
Atty Grover, Kelly (pro per/mother – Petitioner)
Atty Brown, Kim (pro per/maternal aunt – competing Petitioner)
Atty Brown, Anthony (pro per/maternal uncle by marriage – competing Petitioner)

Petition for Appointment of Guardian of the Person (Prob. C. 1510)

Amiah, 4
DOB: 9/8/2007

Jaedyn, 1
DOB: 5/4/10

Cont. from 021512

	Aff.Sub.Wit.	
✓	Verified	
	Inventory	
	PTC	
	Not.Cred.	
	Notice of Hrg	x
	Aff.Mail	x
	Aff.Pub.	
	Sp.Ntc.	
	Pers.Serv.	
	Conf. Screen	
✓	Letters	
✓	Duties/Supp	
✓	Objections	
	Video Receipt	
✓	CI Report	
	9202	
✓	Order	
	Aff. Posting	
	Status Rpt	
✓	UCCJEA	
	Citation	
	FTB Notice	

TEMPORARY EXPIRES 04/02/12

KELLY GROVER, mother, is petitioner and requests **EVELYN GROVER**, aunt, be appointed as guardian of the person.

Father (Amiah): Not listed
Father (Jaedyn): Not listed

Mother: **KELLY GROVER** – *consents and waives notice.* ***Declaration of mother filed 02/07/12 states that she has changed her mind and now supports the petition of Kim & Anthony Brown (See Page 12B).***

Paternal grandparents: not listed
Maternal grandparents: not listed

Petitioner states mom is going into an inpatient program.

Court Investigator Charlotte Bien's report was filed 2/6/12.

Court Investigator Charlotte Bien's report was filed 03/21/12.

***Declaration of Mother and Petitioner Kelly Grover,* filed 2/7/12, states**:

- She is now requesting that the two minors be transferred to her sister Kimberly Brown (competing petitioner – see Page 12B);
- Mother originally gave Evelyn Grover temporary custody of the two minors when she was impaired because of her use of controlled substances, and has since been placed in the Spirit of Women and completes her program on 7/17/12;
- Spirit of Women encourages visits with her children to help with the bonding between mother and child; however, Evelyn Grover has not attempted to bring the minors to see Mother and has not called. Mother was only able to see the minors in the main office of Spirit of Woman, because Evelyn told Mother she did not want Mother thinking she (Evelyn) was keeping them from her;
- Furthermore, the minor Amiah needs counseling and Evelyn Grover also refuses to take her or to make an appointment for her;
- Mother's sister, Kimberly Brown is who Mother would like the minors placed with – Ms. Brown is financially capable, stable, and will meet the minors' needs;
- Finally, Mother's brother, Ryan Grover, is on parole until March of 2012, and Evelyn has a past criminal record.

NEEDS/PROBLEMS/COMMENTS:

Note: See page 12B for competing Petition and 12C for Mother's Petition for Visitation

1. ***Declaration of Due Diligence* filed on 12/13/11 indicates the father is unknown. If court does not dispense with notice to the father will need: *Notice of Hearing,* and Proof of personal service of the *Notice of Hearing* along with a copy of the *Temporary Petition* or *Consent and Waiver of notice* on both fathers. ** Note: competing petitioners provide the names of the two fathers (see Page 12B)***
2. **Need proof of mail service 15 court days prior to hearing of the *Notice of Hearing* with a copy of the Petition, or *Consent and Waiver of notice* or Declaration of Due Diligence for:**
   a. **Paternal grandparents**
   b. **Maternal grandparents**

Reviewed by: JF
Reviewed on: 03/26/12
Updates:
Recommendation:
File 12A - Grover

Dept. 303, 9:00 a.m. Monday, April 2, 2012

12B Amiah Tracy & Jaedyn Grover (GUARD/P) Case No. 11CEPR01093

Atty Grover, Kelly L. (pro per – mother)
Atty Brown, Kim (pro per – maternal aunt/Petitioner)
Atty Brown, Anthony (pro per – maternal uncle/Petitioner)
Atty Grover, Evelyn (pro per – maternal aunt/Competing Petitioner)

Petition for Appointment of Guardian of the Person (Prob. C. 1510) (as to Kim & Anthony Brown)

Amiah, 4
DOB: 9/8/2007

Jaedyn, 1
DOB: 5/4/10

Cont. from

	Aff.Sub.Wit.	
✓	Verified	
	Inventory	
	PTC	
	Not.Cred.	
✓	Notice of Hrg	
	Aff.Mail	x
	Aff.Pub.	
	Sp.Ntc.	
✓	Pers.Serv.	
✓	Conf. Screen	
✓	Letters	
✓	Duties/Supp	
	Objections	
	Video Receipt	
✓	CI Report	
	9202	
✓	Order	
	Aff. Posting	
	Status Rpt	
✓	UCCJEA	
	Citation	
	FTB Notice	

KIM BROWN and **ANTHONY BROWN,** maternal aunt and uncle, are Petitioners.

EVELYN GROVER, maternal aunt, was appointed Temporary Guardian on 12/27/11. **TEMPORARY EXPIRES 04/02/12** – *personally served 02/02/12*

Father (Jaedyn): **MICHAEL BROWN** – *declaration of due diligence filed 02/07/12*
Father (Amiah): **JAMES NAPOLEAN** – *personally served 02/02/12*

Mother: **KELLY GROVER** – *consent and waiver of notice filed 01/31/12*

Paternal grandparents (all): UNKNOWN

Maternal grandfather: **JAMES GROVER** – *personally served 02/02/12*
Maternal grandmother: **SHARON TRIHUP** – *personally served 02/02/12*

Petitioners state that mother recently gave birth to another baby and mother and baby both tested positive for cocaine. Mother is now attending a rehab program. The current temporary guardian is unfit. Evelyn Grover had her own children removed from her care by CPS and her husband (Kim Brown and Kelly Grover's brother) is on Parole and has a lengthy criminal history. Petitioners state that they are able to provide a stable and safe home for the children. Mother is in agreement with them being appointed as guardians of the children.

Declaration of mother, Kelly Grover, filed 02/07/12 states that she wants Petitioners Kim Brown and Anthony Brown to be appointed as guardians of her children. When she made the original decision to leave the children with Evelyn, she was under the influence of drugs. Now that she has been in rehab, she realizes that it would be in the children's best interest if Kim and Anthony Brown are appointed as guardians as they are financially capable, stable and will assist the children to meet their needs.

Court Investigator Charlotte Bien's report was filed 03/21/12.

NEEDS/PROBLEMS/COMMENTS:

1. **Declaration of Due Diligence filed 02/07/12 states that attempts to serve Michael Brown (Jaedyn's father) were unsuccessful. He hung up when reached and has not answered his phone since. If diligence is not found, need proof of personal service at least 15 days before the hearing of *Notice of Hearing* with a copy of the *Petition for Appointment of Guardian of the Person* or *Consent and Waiver of Notice for:***
   - Michael Brown (Jaedyn's father)
2. **Need proof of service by mail at least 15 days before the hearing of *Notice of Hearing* with a copy of the *Petition for Appointment of Guardian of the Person* or *Consent and Waiver of Notice* or *Declaration of Due Diligence for:***
   - Paternal grandparents (all)

Reviewed by: JF
Reviewed on: 03/26/12
Updates:
Recommendation:
File 12B - Grover

Dept. 303, 9:00 a.m. Monday, April 2, 2012

12C Amiah Tracy & Jaedyn Grover (GUARD/P) **Case No. 11CEPR01093**

Atty Grover, Kelly L. (pro per – mother/Petitioner)

Petition for Visitation (as to Kelly Grover)

Amiah, 4 DOB: 9/8/2007		
Jaedyn, 1 DOB: 5/4/10		
Cont. from		
	Aff.Sub.Wit.	
✓	**Verified**	
	Inventory	
	PTC	
	Not.Cred.	
	Notice of Hrg	x
	Aff.Mail	x
	Aff.Pub.	
	Sp.Ntc.	
	Pers.Serv.	
	Conf. Screen	
	Letters	
	Duties/Supp	
	Objections	
	Video Receipt	
	CI Report	
	9202	
	Order	x
	Aff. Posting	
	Status Rpt	
	UCCJEA	
	Citation	
	FTB Notice	

KELLY GROVER, mother, is Petitioner.

EVELYN GROVER, maternal aunt, was appointed Temporary Guardian on 12/27/11. **TEMPORARY EXPIRES 04/02/12** (See Page 12A).

KIM BROWN and **ANTHONY BROWN,** maternal aunt and uncle, have filed a competing Petition for Guardianship (See Page 12B).

Petition for visitation filed by mother states that she would like to receive weekend visitation until she is able to re-obtain custody of the children. She states that she is currently attending the Spirit of Woman treatment program and they encourage the mothers to have visitation with their children.

NEEDS/PROBLEMS/COMMENTS:

1. **Need *Notice of Hearing.***
2. **Need proof of service by mail at least 15 days before the hearing of *Notice of Hearing* <u>or</u> Declaration of Due Diligence for:**
   - Evelyn Grover (temporary guardian)
   - Father of Amiah
   - Father of Jaedyn
   - Paternal grandparents
   - Maternal grandparents

Reviewed by: JF	
Reviewed on: 03/26/12	
Updates:	
Recommendation:	
File 12C - Grover	

12C

Dept. 303, 9:00 a.m. Monday, April 2, 2012

13 Bella Susannah Maye Belluomini(GUARD/P) **Case No. 12CEPR00098**
Atty Turgeon, Susan (pro per Petitioner/paternal grandmother)

Petition for Appointment of Guardian of the Person (Prob. C. 1510)

Age: 10 months DOB: 5/22/2011		
Cont. from		
	Aff.Sub.Wit.	
✓	Verified	
	Inventory	
	PTC	
	Not.Cred.	
✓	Notice of Hrg	
✓	Aff.Mail	W/
	Aff.Pub.	
	Sp.Ntc.	
	Pers.Serv.	
✓	Conf. Screen	
✓	Letters	
✓	Duties/Supp	
	Objections	
	Video Receipt	
✓	CI Report	
	9202	
✓	Order	
	Aff. Posting	
	Status Rpt	
✓	UCCJEA	
	Citation	
	FTB Notice	

THERE IS NO TEMPORARY.
No temporary was requested.

SUSAN TURGEON, paternal grandmother, is petitioner.

Father: **THOMAS EARL BELLUOMINI** – *consents and waives notice.*

Mother: **JESSICA STAY** – *consents and waives notice.*

Paternal grandfather: Donald Belluomini – *deceased.*
Maternal grandfather: Brad Stay, Sr. – *deceased.*
Maternal grandmother: Debbie Marberry.

Petitioner states both parents are incarcerated. Both parents have a long history of substance abuse and once released will need time to get back on their feet.

Court Investigator Dina Calvillo's Report filed on 3/19/12

NEEDS/PROBLEMS/COMMENTS:

Note: Court Investigator's report indicates the minor has Choctaw Indian ancestry. Therefore notice pursuant to ICWA is required. Petitioner submitted the necessary information for the probate clerk to notify the appropriate agencies on 3/23/12. The date of the hearing on the ICWA notice is 6/14/12. Therefore this matter should be continued by the court to 6/14/12.

Reviewed by: KT
Reviewed on: 3/26/12
Updates:
Recommendation:
File 13 - Belluomini

Dept. 303, 9:00 a.m. Monday, April 2, 2012

14 Matthew Aden Andrade (GUARD/P) **Case No. 12CEPR00099**

Atty Rosario, Rosemary (pro per Petitioner/non relative)

Petition for Appointment of Guardian of the Person (Prob. C. 1510)

Age: 7 months		
DOB: 8/2/2011		
Cont. from		
	Aff.Sub.Wit.	
✓	**Verified**	
	Inventory	
	PTC	
	Not.Cred.	
	Notice of Hrg	X
	Aff.Mail	X
	Aff.Pub.	
	Sp.Ntc.	
	Pers.Serv.	X
✓	**Conf. Screen**	
✓	**Letters**	
✓	**Duties/Supp**	
	Objections	
	Video Receipt	
✓	**CI Report**	
	9202	
✓	**Order**	
	Aff. Posting	
	Status Rpt	
✓	**UCCJEA**	
	Citation	
	FTB Notice	

THERE IS NO TEMPORARY.
No temporary was requested.

ROSEMARY ROSARIO, non-relative, is petitioner.

Father: **UNKNOWN** – *Declaration of Due Diligence filed on 1/31/12.*

Mother: **CASSANDRA ANDRADE** – *consents and waives notice.*

Paternal grandparents: Unknown – *Declaration of Due Diligence filed on 1/31/12.*
Maternal grandfather: Ramon Andrade
Maternal grandmother: Betty Ferguson – *consents and waives notice.*

Petitioner states the child has lived with Petitioner since birth. Mother moved out 12/2011.

DSS Social Worker Megan LaGrasse's Report filed on 3/26/12.

NEEDS/PROBLEMS/COMMENTS:

1. **Need *Notice of Hearing.***
2. **Need proof of personal service of the *Notice of Hearing* or *Consent and Waiver of Notice* or *Declaration of Due Diligence* on:**
   a. **Unknown father** (unless court dispenses with notice.)
3. **Need proof of service of the *Notice of Hearing* or *Consent and Waiver of Notice* or *Declaration of Due Diligence* on:**
   a. **Ramon Andrade (maternal grandfather)**
   b. **Paternal grandparents** (unless court dispenses with notice.)

Reviewed by: KT
Reviewed on: 3/26/12
Updates:
Recommendation:
File 14 - Andrade

Dept. 303, 9:00 a.m. Monday, April 2, 2012

15 Kevin Rice (Det Succ) **Case No. 12CEPR00116**

Atty Rice, Teresa (pro per – spouse/Petitioner)

Petition to Determine Succession to Real Property (Prob. C. 13151)

DOD: 12/19/11			**TERESA RICE,** spouse, is Petitioner.
			40 days since DOD.
Cont. from 031912			
	Aff.Sub.Wit.		No other proceedings.
✓	**Verified**		
	Inventory	x	I & A - **NEED**
	PTC		
	Not.Cred.		Decedent died intestate.
	Notice of Hrg	x	Petitioner requests ?????
	Aff.Mail	x	
	Aff.Pub.		
	Sp.Ntc.		
	Pers.Serv.		
	Conf. Screen		
	Letters		
	Duties/Supp		
	Objections		
	Video Receipt		
	CI Report		
	9202		
✓	**Order**		
	Aff. Posting		
	Status Rpt		
	UCCJEA		
	Citation		
	FTB Notice		

NEEDS/PROBLEMS/COMMENTS:

OFF CALENDAR

Amended Petition filed 03/19/12, set for hearing on 05/01/12

1. **Need Inventory & Appraisal listing all of the property seeking to be passed with this Petition. Probate Referee is Steven Diebert.**
2. **Petition is not marked at item 9(3) re issue of a predeceased child.**
3. **Petition is missing Attachment 11 listing the property that is requesting to be passed with this petition.**
4. **Petition is missing Attachment 13 stating the property interest claimed by the Petitioner.**
5. **Need *Notice of Hearing***
6. **Need proof of service by mail at least 15 days before the hearing of *Notice of Hearing* for:**
   - Kyle Rice (son)
   - Cheryl Coughlin (sister)
   - Jim Rice (sister)
   - Carol Pospishek (sister)
   - Spence Rice (brother)
7. **It appears that the decedent was survived by a spouse, son, and siblings. Petition does not provide any information regarding whether the property seeking to be passed is the decedent's separate property or if it is community property. Need more information to determine how the decedent's property is to be divided pursuant to intestate succession (Probate Code 6400 et. seq.) Further, the Petition must be joined by all persons succeeding to the decedent.**
8. **Order must contain the legal description of any real property seeking to be passed with this petition. Need revised order.**

Reviewed by: JF

Reviewed on: 03/23/12

Updates:

Recommendation:

File 15 - Rice

Dept. 303, 9:00 a.m. Monday, April 2, 2012