

Atty Molsenbocker, Gary L, sole practitioner (for Petitioner Public Guardian, Conservator)
 Atty Knudson, David, sole practitioner (for Respondent Virginia Greggains, daughter)
 Atty J. Stanley, Teixeira, sole practitioner (Court-appointed for Conservatee)
 Atty Thornton, Douglas V., of Perkins Mann & Everett (for Objector Julie Banks)

Status Re: (1) Petition Requesting Relief for Breach of Fiduciary Duty; and (2) for an Accounting and (3) for Conversion of Personal Property and (4) for Elder Abuse and (5) for Damages

Age: 90 years	PUBLIC GUARDIAN , Conservator of the Person and Estate appointed 11/5/2008, is Petitioner.	NEEDS/PROBLEMS/COMMENTS:
		Page 1B is Second Account Current and Report of Conservator, etc. filed 2/14/2012 by Public Guardian.
		Page 1C is Petition for Confirmation of Actions of Attorney-in-Fact, Response to Petition Requesting Relief for Breach of Fiduciary Duty, for an Accounting, etc., and Objection to Second Account of Conservator filed 3/26/2012 by Virginia Greggains.
		Page 1D is the Petition Requesting Approval of Settlement Agreement in the Matter of: Petition Requesting Relief for Breach of Fiduciary Duty, etc. filed 8/14/2012 by Public Guardian.
		Continued from 8/15/2012. Minute Order states David Knudson is also appearing specially for Gary Molsenbocker. Mr. Knudson informs the Court that he believes they may have a settlement as to all matters. Matter continued to 9/26/2012.
Cont. from 021612, 041712, 050912, 071112, 081512	Petitioner states:	Reviewed by: LEG
Aff.Sub.Wit.	<ul style="list-style-type: none"> The Conservatee was at all relevant times a dependent adult under the care, custody and control of Respondent, VIRGINIA "GINGER" GREGGAINS, daughter; The Conservatee was not competent or capable of handling her personal finances or financial affairs and was entirely dependent upon Respondent to do so for her; Respondent had a confidential relationship with the Conservatee and her husband, ELMER FLY (DOD 11/8/2008), as their child; Petitioner alleges Respondent was responsible in some manner for the occurrences alleged herein and the damages proximately caused thereby; Elmer and the Conservatee executed a DECLARATION OF TRUST, ELMER V. AND JULIA B. FLY, naming Respondent as Successor Trustee; the Trust was amended several times, the latest being the <i>Third Amendment</i> dated 3/24/2008 (copy of Restated Trust and two subsequent amendments attached as Exhibits A, A-1 and A-2); Petitioner has no knowledge if there was an intervening amendment between the <i>Restatement of Trust</i> dated 9/25/2000 and the <i>Second Amendment</i> dated 2/7/2008; 	Reviewed on: 9/24/12
✓ Verified		Updates:
Inventory		Recommendation:
PTC		File 1A - Fly
Not.Cred.		
✓ Notice of Hrg		
✓ Aff.Mail	W/	
✓ Summons		
✓ Sp.Ntc.	W/	
✓ Pers.Serv.	W/	
Conf. Screen		
Letters		
Duties/Supp		
Objections		
Video Receipt		
CI Report		
9202		
Order	X	
Aff. Posting		
Status Rpt		
UCCJEA		
Citation		
FTB Notice		

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Petitioner states, continued:

- Respondent has been the sole Successor Trustee of the Trust since December of 2007 or early 2008, and she acted in several matters on behalf of the Conservatee and Elmer using General Durable Powers of Attorney (copy attached as Exhibit B);
- Petitioner possesses certain transactional documents and forms which Respondent signed in her capacity as "power of attorney in fact" in which she indicated she held the power for both Conservatee and Elmer, and these transactional documents conclusively establish that Respondent was acting in a fiduciary capacity for Conservatee;
- Petitioner possesses copies of a number of checks written on an account in the names of Conservatee, Elmer, and Virginia "Ginger" Greggains (Respondent); the transactions in this account are the prime source of a number of questionable expenditures made by Respondent from Conservatee's funds; the address on the checks is the personal residence of Respondent; a number of checks were written, signed and made payable to Respondent as well as to Respondent's husband, **STEPHEN ROY GREGGAINS**, each in the amount of **\$5,000.00**;
- In early 2008, Respondent contacted **SOUTAS & ASSOCIATES**, a firm engaged in Medi-Cal planning services, and in connection with the consultation, Respondent agreed to purchase an annuity on behalf of Conservatee and signed an application for an annuity with OM Financial Life Insurance on 5/29/2009 of **\$159,983.79**;
- On the annuity application, Respondent stated Conservatee held cash and investment accounts valued at **\$357,000.00**; the application contains handwritten entries detailing **\$82,000** in "Investment Experience and Holdings," **\$200,000** in "Money Market" accounts, and **\$75,000** in "Other Mutual Funds" accounts;
- As of 9/12/2008, the date of **PUBLIC GUARDIAN'S** appointment as temporary conservator, Respondent surrendered **~\$231,000.00** in accounts, and it appears that **\$120,000.00** in cash and investments accounts asserted to have existed by Respondent in May 2008 is missing;
- **Respondent should be ordered to account for all of the cash and investment accounts held by Conservatee from 12/1/2007 to the date Respondent surrendered the assets in her possession to the Public Guardian;**
- Respondent arranged for the removal and disposition of jewelry, motor vehicles, household furniture and furnishings, and several personal property items belonging to the Conservatee contained in her personal residence, in anticipation of the sale of the residence by Respondent; Petitioner alleges Respondent personally took and/or made gifts to family members of a number of the items from the residence, she sold some of the personal property at several yard sales, and she did not account to the principals for any of the proceeds or disposition of the items;
- Petitioner alleges that Respondent made gifts of motor vehicles that belonged to the Conservatee to family members without consideration; she removed and disposed of a number of plants growing on the residential property of Conservatee which are believed at the time to be worth thousands of dollars; she used funds belonging to the Conservatee to purchase and make improvements on her own residence, to make the down payment on a personal vehicle for herself, and to pay off a personal loan that she and her husband owned on a travel trailer;
- The Conservatee's financial status at present is tenuous at best; her annuity payments and monthly income are sufficient to fund her care for ~2 years; Petitioner has been unable to modify the annuity payments from the original terms to allow monthly payments, which combined with her income would sustain payments of **\$5,625.00 per month** to her residential facility; it is anticipated that additional funds will be necessary to sustain the Conservatee in her present environs.

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Petitioner states, continued:Causes of Action:

1. **Breach of Fiduciary Duty:** Respondent as Successor Trustee owed a fiduciary duty to the Petitioner and Respondent had a duty to exercise the utmost care, integrity, honesty and loyalty in her dealings with Conservatee's property in her capacity as attorney in fact for Conservatee or in her capacity as trustee of Conservatee's Trust; in breach of her fiduciary duty, Respondent deposited Trust funds into her own personal account; she took Conservatee's funds and used them for her own benefit, she took possession of Conservatee's personal property and the proceeds from sale of such property and converted those funds to her own use; the actions of Respondent accrued to the detriment of the Conservatee; Respondent know or should have known that her acts would accrue to the detriment of the Conservatee and that she did all of these acts in patent "bad faith" with the intent of depriving the Conservatee of her property without good and sufficient consideration and in violation of her duty to the Conservatee;
- Respondent has not rendered an account of her administration of the personal property and funds of Conservatee as required by law, and has not accounted to Conservatee or her legal representative for her actions as to the Conservatee's assets and their disposition; she has provided inaccurate and incomplete information regarding the assets taken for her benefit; **Petitioner requests the Court order Respondent to render a verified detailed account of her handling of the financial and personal affairs of the Conservatee from 12/1/2007 to the present and to serve that account to Petitioner within 90 days of the hearing.**
 - Respondent owed the Conservatee a duty to act in scrupulous good faith and absolute candor; Respondent breached her fiduciary duty to the Conservatee by failing to preserve the Conservatee's property, failing to deal impartially with the Conservatee's assets, failing to administer the affairs in Conservatee's best interest, failing to keep the Conservatee and her representatives reasonably informed, failing to keep Conservatee's property separate from her own property, converting Conservatee's property to her own use and enjoyment, and failing to maintain cash held on behalf of Conservatee in interest bearing accounts; Respondent should be ordered to respond in damages for each and every breach of fiduciary duty, wrongful act and/or both as provided for in the law;
 - Respondent's acts in this matter constitute breach of fiduciary duty, as she engaged in self-dealing, she breached her duties of loyalty and impartiality, and all acts of Respondent alleged herein were patently unfair and prejudicial to the interest of the Conservatee and her estate; Respondent failed to observe the directions and intent of the Settlers as expressed in their Trust, and all acts of Respondent in regards to the Trust were done "in bad faith" with intent to deprive Conservatee of property to which she is rightfully entitled and constitute breach of trust; **Petitioner alleges Conservatee is entitled to damages with interest as provided in the Code, or in the alternative that Respondent be ordered to pay damages in an amount equal to double the value of all property taken, concealed and/or disposed of by Respondent in bad faith according to proof.**
 - Petitioner alleges Respondent did all of the acts alleged with the intent to deprive the Conservatee of her property while she held a fiduciary relationship with Conservatee, and that any and all actions of Respondent were in violation of her fiduciary duty and **should be adjudged voided and set aside, and the assets or the value of the assets should be ordered returned and any loss incurred should be surcharged against Respondent.**

~Please see additional page~

Causes of Action, continued:

- 2. Conversion:** The acts of Respondent as set forth constitute conversion of the Conservatee's property; Respondent without legal claim, privilege or right seized and disposed of the tangible personal property of the Conservatee, the Conservatee and/or her estate sustained damages thereby equal to the value of the property at the time it was converted by Respondent; **Respondent should be ordered to respond in damages proximately caused by her actions.**
- 3. Abuse of an Elderly Person:** For a time period to be proven at trial, but no later than December 2007, the Conservatee was elderly, suffering from diminished mental capacity and was easily subjected to be taken advantage of by designing persons such as Respondents; with knowledge of this, each Respondent schemed to take advantage of the Conservatee and intended to cheat her out of her interest in the property; in furtherance of said scheme, which each Respondent concealed from the Conservatee, each Respondent exercised complete dominion and control over the Conservatee's assets and gained knowledge of her assets and property; the conduct of each Respondent resulted in the deprivation of Conservatee's assets which are necessary for her care and ongoing maintenance;
- The conduct of each Respondent constitutes financial abuse under Welfare & Inst. Code § 15657 as defined in § 15610.30; each Respondent is guilty of recklessness, oppression, and fraud, and acted with malice against the Conservatee in the commission of the abuse; the conduct of each Respondent was in no way for the benefit of Conservatee and was willful and wanton, and was intended to cause injury to her; **the Conservatee is entitled to an award of exemplary or punitive damages;**
 - **Under Welfare & Inst. Code § 15657(a), each Respondent is liable to the Conservatee for reasonable attorney fees and costs, including reasonable fees for the services of the Public Guardian, as Conservator of her Estate, and their attorney for his services provided to litigate this claim necessitated by conduct of each Respondent.**
- 4. Constructive Trust:** Respondent Greggains and the unnamed Respondents each have wrongfully taken, transferred, concealed and otherwise deprived the Conservatee of funds and/or personal property which rightfully belongs to her, and they therefore have become the involuntary trustees of said property for the benefit of the Conservatee; **Respondents should be ordered to surrender and deliver said property to the Conservatee and/or the Petitioner, her legal representative.**

Petitioner prays the Court Order:

1. Respondent must render a detailed and correct account for all property held and administered by her, either as Trustee and/or as agent under her power of attorney within 90 days of the date of the initial hearing, for the period from 12/1/2007 to the date she surrendered the Conservatee's funds and property to the Public Guardian;
2. Respondent must respond in damages for all property taken and/or wrongfully appropriated by her, or for funds and/or property that is missing or unaccounted for, together with interest at the legal rate per annum, from the date of the breach of trust and/or fiduciary obligation;
3. Respondent must respond in damages together with interest at the legal rate per annum from the date of breach of trust and/or fiduciary obligation;
4. Respondent and the unnamed Respondents must respond in exemplary damages for their outrageous, reckless, oppressive, fraudulent and malicious conduct in this matter;

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Petitioner prays the Court Order, continued:

5. In the alternative, Respondents must respond in damages in an amount equal to twice the value of property taken, concealed and/or disposed of by her "in bad faith;"
6. Respondent and the unnamed Respondents must respond in actual damages caused to the Conservatee by their conversion of her tangible personal property;
7. Respondent and the unnamed Respondents are found guilty of elder abuse and are assessed all the damages afforded the Conservatee under the law, including actual damages, exemplary damages, and attorney fees and costs;
8. A Constructive Trust is imposed on all assets taken by the Respondent and the unnamed Respondents for any property and sums the Court determines are rightfully due the Conservatee for their wrongful conduct; and
9. Attorney's fees and costs of suit are awarded as provided for in the law.

Atty Motsenbocker, Gary L, sole practitioner (for Petitioner Public Guardian, Conservator)
 Atty Knudson, David, sole practitioner (for Respondent Virginia Greggains, daughter)
 Atty J. Stanley, Teixeira, sole practitioner (Court-appointed for Conservatee)
 Atty Thornton, Douglas V., of Perkins Mann & Everett (for Objector Julie Banks)

(1) Second Account Current and Report of Conservator and (2) Petition for Allowance of Compensation to Conservator and Attorneys (Prob. C. 2620, 2623, 2640, 2942)

Age: 90 years	PUBLIC GUARDIAN , Conservator of the Person and Estate appointed 11/5/2008, is Petitioner.	NEEDS/PROBLEMS/COMMENTS:
	Account period: 1/20/2010 – 1/19/2012	Continued from 8/15/2012. Minute Order states David Knudson is also appearing specially for Gary Motsenbocker.
Cont. from 032712, 041712, 050912, 071112, 081512	Accounting - \$313,100.83	
Aff.Sub.Wit.	Beginning POH - \$287,627.99	
<input checked="" type="checkbox"/> Verified	Ending POH - \$140,331.40 (\$128,831.40 is cash)	
Inventory	Conservator - \$3,660.40	
PTC	(26.95 Deputy hours @ \$96/hr and 14.20 Staff hours @ \$76/hr)	
Not.Cred.	Attorney (County Counsel)- \$690.00	
<input checked="" type="checkbox"/> Notice of Hrg	(4.6 hours @ \$150/her)	
<input checked="" type="checkbox"/> Aff.Mail W/	Attorney (Motsenbocker) - \$6,863.83 (25.50 hours @ \$250/hr plus filing fee of \$395.00 and Fed Ex copies of \$93.83)	
Aff.Pub.	Bond fee - \$1,510.50	
Sp.Ntc.	(o.k.)	
Pers.Serv.	Petitioner prays for an Order:	
Conf. Screen	1. Approving, allowing and settling the Second Account and Report of Conservator;	
Letters	2. Authorizing conservator's compensation;	
Duties/Supp	3. Authorizing payment of attorney fees;	
Objections	4. Authorizing payment of the bond fee.	
Video Receipt		
<input checked="" type="checkbox"/> CI Report		
9202		
<input checked="" type="checkbox"/> Order		
Aff. Posting		
Status Rpt		
UCCJEA		
Citation		
FTB Notice		
		Reviewed by: KT / LEG
		Reviewed on: 9/24/12
		Updates:
		Recommendation:
		File 1B - Fly

Atty Molsenbocker, Gary L., sole practitioner (for Petitioner Public Guardian, Conservator)
 Atty Knudson, David, sole practitioner (for Respondent Virginia Greggains, daughter)
 Atty J. Stanley, Teixeira, sole practitioner (Court-appointed for Conservatee)
 Atty Thornton, Douglas V., of Perkins Mann & Everett (for Objector Julie Banks)

**Petition for Confirmation of Actions of Attorney-in-Fact, Response to Petition
 Requesting Relief for Breach of Fiduciary Duty, for an Accounting, Etc., and
 Objection to Second Account of Conservator [Prob. C. 4541 et seq.; 1720 et seq; 850 et
 seq.; 16440(b) et seq; W & I Code 15657.5]**

Age: 90 years	<p>VIRGINIA GREGGAINS (aka "GINGER"), daughter, is Respondent.</p> <p>Respondent states:</p> <ul style="list-style-type: none"> • She is the only child of Elmer and Julia Fly; prior to Elmer's death on 11/8/2008, he was under a conservatorship with the PUBLIC GUARDIAN as Conservator (Case 08CEPR00829), and those proceedings were concluded in 2010; • Julia continues under conservatorship with the Public Guardian as Conservator of her person and estate; • Elmer and Julia entered into a trust designated as the ELMER V. AND JULIA B. FLY TRUST, in which they declared they held various assets as Trustees; • On 9/25/2000, Elmer and Julia executed an AMENDED AND RESTATED DECLARATION of the Trust (copy attached as Exhibit A); • On 2/7/2008, Julia as Trustor and Trustee signed a purported "Second Amendment" to the Trust (copy attached as Exhibit A-1); • On 3/24/2008, Attorney MELISSA WEBB with [Dowling Aaron], which firm drafted the Flys' restated Trust, met with Julia and at or following that meeting Julia individually and as attorney-in-fact for Elmer executed a "Third" Amendment to the Trust (copy attached as Exhibit A-2); • The Third Amendment reversed the dispositive provisions of the Second Amendment and remains the most recent amendment to the Trust; <p align="center">~Please see additional page~</p>	<p>NEEDS/PROBLEMS/COMMENTS:</p> <p>Continued from 8/15/2012. Minute Order states David Knudson is also appearing specially for Gary Molsenbocker.</p>	
Cont. from 050912, 071112, 081512			
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			
Reviewed by: LEG/KT/LEG			
Reviewed on: 9/24/12			
Updates:			
Recommendation:			
File 1C - Fly			

Respondent states, continued:

- Per the Restated Trust as amended by the Third Amendment, all assets are held in trust for the benefit of Elmer and Julia during their lifetimes and during the lifetime of the survivor; following Julia's death, the assets are to be distributed $\frac{1}{2}$ to **Ginger** and $\frac{1}{2}$ to the **Settlor's three grandchildren, ERIC (RICK) GREGGAINS, JULIE BANKS and TINA COX in equal shares;**
- Trust provides that on failure of the initial Trustees Elmer and Julia to act as Trustees, Ginger was to act as Successor Trustee, and the original Trust named **JULIE BANKS**, granddaughter, as an alternate, while the Third Amendment named Ginger's spouse, **STEPHEN ROY GREGGAINS** (Roy) as alternate successor trustee to Ginger;
- On 3/21/2008, Julia also executed a General Durable Power of Attorney (POA) (copy attached as Exhibit B), which designated Ginger as attorney-in-fact and Stephen as alternate agent;
- In December 2007, Elmer suffered a massive stroke and heart attack, and was moved several times to different care facilities due to his becoming violent and disruptive, and after a second heart attack, he was moved on 3/5/3008 to Alzheimer's Living Center at Elim ("Elim");
- In June 2008, after Julia's condition declined and was taken by ambulance several times to the hospital, she was required to live at Elim, as she could no longer live with Ginger and her husband in their home in the room they had prepared in August 2007 with safety rails and monitors for Julia and Elmer in the event they were no longer able to live independently;
- From the time of Elmer's hospitalization in December 2008, the family was constantly harangued by Ginger's daughter, **JULIE BANKS** and her husband **JOHN BANKS**, and they also had disrupted the living facilities, and had to be asked to leave or restricted from visiting Elmer and Julia at Elim;
- Elmer had asked John Banks after Elmer's hospitalization to remove guns from under Elmer's bed and put them in the gun safe at his residence; after the gun safe was checked at a later time, it was discovered the guns and **\$5,000.00** cash in the safe was missing; this and the Banks' disruptive conduct caused Julia mental suffering and anguish;
- Ginger and her husband have at all times followed the advice of physicians, hospitals and care providers for the care of Elmer and Julia; Ginger's intent was always to keep them well cared for;
- As it became evident Elmer and Julia would not return to their own residence, Ginger and family members with concurrence of Julia began cleaning out the residence to prepare it for sale with proceeds to be used for their care if needed; 50 years of belongings were sorted through;
- Following Julia's hospitalization, Ginger paid Elmer and Julia's bills, as she was a joint account holder with Elmer and Julia that was previously established, and their monthly **\$4,700.00** in social security and pensions was deposited into the account which was used to pay their bills;
- Ginger's action was taken first as daughter to provide care for her parents, and as attorney-in-fact under the POA; she did not specifically take actions as Trustee though she was designated successor trustee;
- **Medi-Cal planning to preserve assets:** Ginger sought advice regarding Elmer qualifying for Medi-Cal and the Elim staff referred her to **SOUTAS & ASSOCIATES**; Ginger followed their recommendations to qualify Elmer & Julia to receive Medi-Cal for their continuing care; Ginger was advised in order to qualify Elmer & Julia to move a substantial portion of their liquid assets, make certain pre-need arrangements, and that other funds could be transferred by gift in ways that would not cause ineligibility for Medi-Cal;

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Respondent states, continued:

- Julia agreed to the proposed plan and actions taken with her authorization included: prepayment of funeral expenses; payoff of loans, reimburse Ginger and her husband for remodeling expenses done for Elmer and Julia; purchase of annuity (**\$159,983.79**); payment of expenses and transfer of funds; and gifting totaling **\$87,000.00** in amounts not exceeding **\$5,000.00** to family members (*during May, June and July 2008; please refer to summary of dates of gifts and donees attached as Exhibit C*);
- Gifts were made to Ginger her husband Roy (**\$69,000**), Ginger's son Eric and his wife Trina (**\$6,000**), Ginger's daughter, Tina and her husband Curtis (**\$12,000**); because Julie Banks had removed herself from the family and adopted an adversarial position, Julie was not the recipient of any gifts;
- The funds gifted to Ginger and her husband were deposited into the account set aside for her parent's benefit at Washington Mutual and were used to pay certain expenses and costs; (*please refer to summary of transactions in the Washington Mutual account containing the \$69,000 gifted funds to Ginger for the benefit of Elmer and Julia, attached as Exhibit E*);
- Following appointment of Public Guardian as Conservator, the funds in the Washington Mutual account were transferred on 1/13/2009 to Deputy **YOUA HER** along with other accounts in Elmer and Julia's names; unfortunately, by transferring the funds back to Julia's name, the Flys no longer qualified for Medi-Cal;
- **Allegations regarding personal property:** In spring 2008, Ginger and family cleaned up the residence for sale, and held a yard sale where **\$1,400** was received and paid to Eric and Tina and their spouses for the work in readying the property for sale; the payment of **\$1,116** was for hauling away the remaining junk; this information is detailed in an email to Deputy Youa Her on 10/19/2008 (*copy attached as Exhibit G*); Ginger was acting within her POA authority in taking these actions;
- The vehicles were a 1994 truck which was given by Elmer and Julia gave to their grandson Rick and Rick's wife Trina insisted on paying **\$800.00**, and a check was given to Julia when she was managing her own finances; the 2004 Nissan Pathfinder was transferred to Trina in June 3008, as Julia signed it over to Ginger, but Ginger did not need it; the travel trailer acquired in 2006 for taking Julia and Elmer to Idaho had a loan balance due (purchase was made by turning in Ginger and Roy's own trailer as down payment) and per the Souta's recommendation the loan was paid off and trailer sold;
- Respondent (Ginger) is concerned that the Public Guardian's unwinding the annuity has been draining Julia's funds rather than having Julia's expenses paid in part by Medi-Cal, and that the funds will be dissipated more quickly than anticipated; Respondent has been advised that Elmer's pension could be received by Julia and provided this information to the Public Guardian, but they have failed to take action to secure these benefits;
- **Respondent's defense to the accusations of breach of fiduciary duty:** In all of Respondent's dealings she undertook whether under power of attorney or as trustee of her trust, she was in direct communication with her parents concerning the transactions; Julia was fully advised of the transactions and agreed to the gifts, to the Medi-Cal qualification and ratified the gifts and transactions taken on her behalf; Julia (the Conservatee) suffered no detriment as a result of the transactions and in fact Conservatee was benefited by enabling Medi-Cal qualification; at no time did Ginger act recklessly, wantonly or in bad faith, nor did she ever intend to deprive Julia of her property for any purpose; in all actions Ginger took on behalf of her mother and father, she acted with utmost good faith and fairness, with intent to enhance the quality of their living situation and to preserve their assets for their use; any actions taken were authorized under the POA, and all acts and transactions were reported to the Public Guardian Deputy Youa Her and information was fully and completely provided again and again;

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Respondent states, continued:

- If the Court determines that in some manner Respondent breached her fiduciary duty by an act not authorized by the trust, the POA or by express consent of Elmer or Julia, Respondent requests that any such breach be excused per Probate Code § 16440(b) such that the financial benefit accruing to Elmer and Julia exceeded any possible loss that might have arisen as a result of Respondent's actions which were taken reasonably and in good faith;
- **Conversion. Elder Financial Abuse. Constructive Trust:** Respondent denies that any of her acts as set forth in the petition with respect to Julia's property constitute conversion as claimed and denies any liability therefor; Respondent denies any financial elder abuse, as Julia did not suffer diminished mental capacity and remained aware of her financial affairs; Respondent has made it known to the Public Guardian that Julia was distraught over actions of harassment and physical and financial abuse by the Banks, but they have taken no actions to explore the charges; Respondent denies that she has wrongfully taken, transferred, concealed or otherwise deprived Julia of funds or personal property and denies she is the voluntary trustee of said property;
- **Respondent believes that Petitioner in bringing these allegations is bringing this petition in bad faith, despite having been in possession of the information set forth in this response, and the Public Guardian should be required to pay damages and attorney's fees to Respondent.**

Respondent's Objection to Petition and to Conservator's Second Account:

- Respondent renews her objection to the Conservator's Second Account that the Conservator has failed to obtain survivor's benefits due to the Conservatee from the Veteran's Administration;
- Respondent further objects to the bringing of the petition in that at all times since Petitioner's appointment as Conservator, Petitioner has been in possession of much of the information which is once again requested in the petition;
- Respondent further objects to the Public Guardian's petition to the extent that the account requests attorney's fees (which will further dissipate the estate) for the research and bringing of such a petition which will not benefit the Conservatee and will further reduce the assets available for her care, now that the Public Guardian has decimated the Medi-Cal planning that would have preserved assets for the Conservatee's benefit.

Respondent requests:

1. That the information set forth herein be accepted by the Public Guardian, and that upon its review the Public Guardian determine that Respondent has adequately and fully accounted for actions taken on behalf of Elmer and Julia Fly;
2. That the request of the Public Guardian for damages of any sort whatsoever be denied;
3. That the Court ratify, confirm and approve all acts taken by Respondent whether as attorney-in-fact under the POA or as trustee of the Elmer V. Fly and Julia Fly Trust as set forth herein; and
4. That the attorney's fees necessarily incurred by Respondent in responding to the allegations of the petition be paid by Petitioner.

Petitioner states, continued:

- Interested parties, including granddaughter Julie Banks, questioned Greggains' motives for her handling of Elmer and Julia's finances, her placement of Elmer and Julia in a care facility, the proposed sale of the Flys' residence, and the purchase of an annuity; at the request of Julie, proceedings initiated by the **PUBLIC GUARDIAN** as Conservator of the person and estate of Julia against Greggains for financial mismanagement, alleging breach of fiduciary duty and contending the disposition of the couple's assets were ill-advised and in contravention of the Flys' estate plan and existing Trust; Julie Banks insisted a formal accounting was necessary;
- Greggains response detailed the actions taken with the Flys' resources, with respect to Medi-Cal planning, and the purchase of the annuity; she provided an accounting of funds in her possession that were transferred or used for the benefit of Elmer and Julia, and an accounting of funds turned over to the Public Guardian; she objected to the Public Guardian's actions in changing the Annuity making Julia ineligible for Medi-Cal and to the Public Guardian's accounting and fees requested;
- Following several meetings between counsel and clients, the parties concluded it was in the best interest of the Conservatee and her estate that this matter be settled; it became apparent after lengthy discussions that Greggains had little or no liquid assets, the her real property was encumbered in excess of its fair market value, and her only source of income was Social Security benefits, such that she was in effect "judgment proof," and it became apparent that trial costs and expenses would be substantial and could be borne by the estate of the Conservatee, thus unnecessarily depleting her assets.

Petitioner states the parties entered into an agreement to settle and compromise in full the dispute by and between the Public Guardian and Greggains in order to avoid further expense, acrimony and controversy in regard to all issues raised and alleged; *(copy of the fully executed Mutual General Release and Settlement Agreement is attached as Exhibit A)*; a brief summary follows:

- (a) Any funds remaining in the Conservatorship estate upon Julia Fly's death, including any proceeds payable on the annuity contract, after payment of fees, costs and expenses, shall be paid to the named Trustee of the Trust to be distributed as part of the Trust;
- (b) The Public Guardian as Conservator of the Person and Estate of Julia withdraws and dismisses with prejudice its *Petition Requesting Relief for Breach of Fiduciary Duty, etc.*, and the Public Guardian waives any further accounting by Respondent Greggains as Trustee of the Trust or as Attorney in Fact for Julia;
- (c) Respondent withdraws and dismisses with prejudice her Objections to the Conservator's Second Account and for payment of attorney fees, Conservator fees and costs, and any and all objections which may be deemed in nature of a cross-complaint raised in her response;
- (d) Public Guardian agrees that it will initiate no further actions or complaints, nor initiate any other proceedings in this matter as to Respondent, including any civil and/or criminal actions.

Petitioner prays for an Order that:

1. The settlement of this matter is approved as prayed;
2. Any funds remaining in the Conservatorship estate upon the death of the Conservatee shall be paid to the Trustee of the **Elmer V. and Julia B. Fly Trust**, and that Respondent is to [agree] that any funds received by her, no matter the source, shall be paid to and held by the Trustee of the Trust;
3. The petition filed by the Public Guardian is dismissed with prejudice and any further accounting by Respondent is waived;

~Please see additional page~

Petitioner prays for an Order, continued:

4. The objections of the Respondent are withdrawn and dismissed with prejudice as to the Conservator's second account and for payment of attorney's fees and costs, as well as all objections raised by the Respondent in her response to the Public Guardian's petition and any and all objections raised by her which might be deemed in the nature of a cross-complaint; and
5. The Public Guardian shall initiate no further actions or complaints or other proceedings in that matter as to the Respondent as to the rights or damages allegedly sustained by the Conservatee.

Objection to Petition Requesting Approval of Settlement Agreement in the Matter of Petition for Relief for Breach of Fiduciary Duty; for an Accounting; for Conversion of Personal Property; for Elder Abuse; and for Damages filed on 9/21/2012 by JULIE BANKS, granddaughter of Conservatee, states:

- She objects to the settlement agreement [statements of factual background omitted];
 - In the spring of 2008, following Elmer's stroke and heart attack and move into the Alzheimer's center at Elim, Greggains purportedly determined that Elmer and Julia would not be able to return to their residence and began a systematic theft of all of their property; as part of that scheme, on 3/21/2008, Greggains caused Julia to execute a General Durable Power of Attorney, designating Greggains as attorney-in-fact, and **STEPHEN ROY GREGGAINS**, (Ginger) Greggains' husband, was named as alternate attorney-in-fact;
1. **Theft of Cash through purchase of Annuity:** After obtaining the Power of Attorney, Greggains contacted **SOUTAS & ASSOC. (S&A)** for the purported reason to qualify Elmer and Julia for Medi-Cal for the cost of their care; in reality it was to further her scheme to take assets out of the Trust, to countermand the inheritance directions of Julia and Elmer, and ultimately put money in her own pocket; the Annuity application submitted by Greggains on 3/29/2008 reveals that Greggains purchased a **\$159,983.79** Annuity and she and her husband (Stephen) listed themselves as the primary and contingent beneficiaries to the Conservatee, and did not list Settlor's grandchildren as instructed, nor was the beneficiary listed as the Trust as Greggains stated to the Court in a lie on 8/25/2008 (*copy of Reporter's Transcript attached as Exhibit D to the Declaration of Julie Banks in Support of Objection to Petition Requesting Approval of Settlement Agreement filed 9/21/2012*); Greggains elected the Annuity to pay out **~\$10.00** per month with the balance to be paid in 5 years, in order to maximize the benefit to her and her husband; Greggains' plan was obvious: take the money out of the Trust and hope that Julia and Elmer pass away before the Annuity matured; an Annuity that paid out **\$10.00** per month was not appropriate for a couple with substantial needs in their twilight years.
 2. **Theft of Conservatee's vehicles:** In 2008, Conservatee and Elmer owned and possessed a Nissan Pathfinder (~2004 model), and Objector believes that Greggains transferred the Pathfinder to her son, **ERIC GREGGAINS**, without value;
 3. **Theft of Conservatee's furnishings and personal belongings:** Greggains and her close family took and either sold or kept for themselves the furnishings and personal belongings of Conservatee; Objector believes the Inventory filed by the Public Guardian does not include furnishings and personal property of **~\$75,000.00** (*Declarations previously filed with Court on 10/10/2008 and 10/15/2008 listing the property are attached as Exhibits B and C to Banks' Declaration*);
 4. **Theft of Nevada property:** Conservatee and her husband own 40 acres of land in Nevada, per the parcel number indicated on the property profile of the Annuity application dated 4/24/2009; even though the County of Fresno and Greggains is aware of the Nevada property, it is mysteriously absent from the Inventory without explanation;

~Please see additional page~

Objection to Petition filed on 9/21/2012 by JULIE BANKS, continued:

- 5. Greggains' Embezzlement and Misuse of the Conservatee's Estate:** Based upon the either missing from the Inventory or simply stolen, there is considerable concern that Greggains has absconded with additional money and personal property, and she cannot be trusted and should not receive a release or dismissal with prejudice of the petition; examples include the Inventory showing cash of **\$10,660.20** as of 9/12/2008, but the Annuity application showing cash and securities of **\$283,000.00** on 5/29/2008; even with the **\$159,983.79** Annuity purchase, there is still an evaporation of funds of **\$112,356.01** that is missing and unexplained; Greggains also stated to the Court on 8/25/2008 that Conservatee had **\$60,000.00** in a checking account, two weeks prior to the 9/12/2008 application; additionally, Greggains again lied to the Court on 8/25/2008 in stating the Flys' residence sale had not closed in responding that just an offer was made that was not accepted, while the *Purchase Agreement (attached as Exhibit F to Banks Decl.)* shows the purchase was signed on 8/21/2008, a mere four days before the hearing, so Greggains knew the purchase was signed on Monday and the hearing was on Thursday (see copy of 8/25/2008 Reporter's Transcript attached as Exhibit D to Banks' Declaration);
- 6. Theft in the form of Financial Gifts and Monies used for Greggains' own purpose:** Greggains gifted at least **\$77,000.00** to herself and other chosen family members during May and June 2008 (see copies checks written by Greggains for gifts to relatives attached as Exhibits G and H); and Greggains used estate money to pay off her travel trailer (**\$15,288.71**), a down payment for Jeep Liberty for herself and her husband (**\$4,000.00**), room remodel reimbursement done long before Flys' illness (**\$6,248.20**), and a carport built in Greggains' backyard for their cash business "Bear Critters" (**\$7,000.00**).

Objector's Argument:

(A) The Settlement Agreement Exonerates Elder Abuse: Since October 2008, Fresno County has possessed substantial evidence showing Greggains and Stephen committed both civil and criminal crimes of Elder Abuse; Public Guardian retained Attorney Motsenbocker to investigate the allegations and collectability of an action against them; Motsenbocker filed the *Petition Requesting Relief for Breach, etc.* after reviewing the evidence and financial resources of the proposed defendants; after further depleting the estate, Motsenbocker is seeking to settle the case with both a civil and criminal exoneration for Greggains and Stephen; the settlement agreement is apparently based on the lack of financial wherewithal of Greggains and Stephen, even though there is substantial evidence of Elder Abuse.

The motion to approve the settlement should be denied for the following reasons:

1. There is no basis to provide the dismissal with prejudice; should Greggains and Stephen obtain significant financial resources, the Public Guardian should retain the right to collect the money and property that has been stolen; it would be more appropriate to dismiss the case without prejudice and sign a tolling agreement so that the claims do not lapse;
2. The settlement agreement provides that Greggains and Stephen will avoid criminal prosecution for their illegal acts because of lack of funds; it would be analogous to a government agency that refuses to file criminal charges against a bank robber because he has spent all of his ill-gotten gains and is again impoverished; Greggains and Stephen are the poster child of individuals that are callous enough to steal from their own parents; if the civil claims are dropped, this matter should be referred to criminal prosecution since it would not be a further drain on the Estate, nor is it dependent on the finances of the defendants; criminal exoneration will only condone the actions of Greggains and Stephen.

~Please see additional page~

Objector's Argument, continued:

(B) The County Failed to do any Due Diligence of the Defendants Financial Wherewithal: Prior to filing the petition, Motsenbocker represented to Deputy Youa Her that the defendants had the financial wherewithal to satisfy the proposed claims; without explanation, the settlement agreement and motion accept as a fact that Greggains and Stephen have no source of income other than social security and their house is under water; however, there is no evidence that the County performed any due diligence concerning the defendants earning ability or assets; as set forth in [Exhibit I] to the *Declaration of Julie Banks* [filed 9/21/2012], the defendants have a cash business selling carved wooden bears and other critters to the public, and in fact they used a portion of the stolen Estate money to make improvements to their garage from which to run the business; the motion and settlement agreement accept as a fact a statement from the defendants that they have no assets or income, and this type of blind devotion is not prudent when the statement is coming from the very parties accused of committing Elder Abuse crimes; additionally, there is no accounting of the items that were stolen; who owns the property in Nevada? Why hasn't there been a request that the individual family members of the defendants that received the stolen money and property return the same to the estate? The County knows the check numbers, amounts and recipients, but has the County taken the depositions of defendants or hired an asset investigation company to review the matter? A settlement without adequate investigation is foolhardy at best.

(C) The Settlement is not in the Best Interest of the Estate: It appears that the settlement is partially motivated to protect the interests of the County from liability; is the County really concerned that the "impoverished defendants" have the means to prosecute the County for damages? Does the County have liability for actions that it took, or more importantly, did not take? If that is so, should the County give a free pass to the defendants in order to escape liability when there is substantial evidence of their wrong-doing? Should the County and its agents be paid for depleting the Estate's resources without anything accomplished for the Estate? It is obvious that the answer to these questions is a resounding "No."

Objector concludes: Elmer and Julia Fly had plenty of assets and no debts; they should have been able to live comfortably through these difficult times and now, according to the Inventory and Appraisal, in just 9 months of Elmer's illness, all that they saved and accumulated for 68 years is almost gone; it makes no sense; this settlement agreement is fundamentally flawed and should not be approved.

(1) Petition for Settlement of First and Final Account, (2) Petition for Final Distribution and for (3) Allowance of Compensation for Ordinary and Extraordinary Services (Prob. C. 11640)

DOD: 5-25-07		<p>JANELLE BOWMAN, Executor with Full IAEA without bond, is Petitioner.</p> <p>Accounting: \$175,000.00 Beginning POH: \$175,000.00 Ending POH: \$18,371.82 (cash)</p> <p>Executor (Statutory): \$1,060.00</p> <p>Attorney (Statutory): \$1,060.00</p> <p>Attorney (Extraordinary): \$4,570.00 for extraordinary services to recover possession of the real property (14.3 hours), and to secure and sell the real property (2.9 hours)</p> <p>Closing: \$800.00 (reserve for taxes/misc.)</p> <p>Attorney Moore's Declaration states unlawful detainer was necessary to remove occupants Beverly Day and Nancy Rozidilla, two of the beneficiaries who had been allowed to continue their residence at the property for more than two years after their mother's death. The declaration states that after the estate recovered possession, the two continued to reside in a van on the property and were believed to have been going in and out of the home through a window, requiring another writ of possession, lockout, and turnover of possession to the estate. Because the personal representative lives out of state, Attorney Moore worked with real estate agents and contractors for the sale and avoided a 6% commission on the sale.</p> <p>Petitioner requests that such extraordinary fees expended to recover possession of the property from Beverly Day and Nancy Day be charged against their distributable share of the estate, which amount is \$3,772.50 in attorney fees plus \$770.84 in costs, for a total of \$4,543.34. However, since that amount exceeds their shares, Petitioner requests that their shares be abated in their entirety and the distributable balance be distributed among the remaining beneficiaries.</p> <p>Distribution pursuant to Decedent's will, Notice of Lien filed 7-16-12, and request for abatement: Janelle Bowman: \$3,627.27 Laura Lee Flores-Wheeler: \$3,627.27 Eileen Lindsey: \$1,813.64 Shanna Johnston: \$1,813.64, less \$151.65 payable to the Victim Compensation and Government Claims Board</p>	NEEDS/PROBLEMS/COMMENTS:	
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	Citation			
<input checked="" type="checkbox"/>	FTB Notice			
				<p>Reviewed by: skc</p> <p>Reviewed on: 9-20-12</p> <p>Updates:</p> <p>Recommendation:</p> <p>File 2 - Day</p>

(1) Amended Administrator's Petition for Waiver of Accounting, (2) Statutory Attorney Fees, and (3) Final Distribution Under Probate Code 11600

DOD: 5/11/2006		<p>SHELBY BENSON, Administrator with bond of \$154,000.00, is petitioner.</p> <p>Accounting is waived. Petitioner states that beneficiary Catherine Laurie died intestate after the decedent. No formal probate has or will be conducted for Catherine Laurie. All of Catherine Laurie's heirs at law have signed waivers of accounting and an Affidavit Pursuant to Probate Code § 13100-13115.</p> <p>I & A - \$189,531.84 POH - None (distributed without a court order)</p> <p>Administrator - waives</p> <p>Attorney - \$6,685.96 (statutory)</p> <p>Costs - \$1,218.84 (for filing fees, publication, notary fees, copy and courier costs)</p> <p>Distribution, pursuant to intestate succession, is to:</p> <p>Shelby Benson - \$63,177.28 (1,550.33 shares)</p> <p>Catherine Laurie - \$63,177.28 (1,550.33 shares)</p> <p>David Blesh - \$63,177.28 (1,550.33 shares)</p>	<p>NEEDS/PROBLEMS/COMMENTS:</p> <p>CONTINUED FROM 07/25/12</p> <p>As of 09/20/12, the following comments remain:</p> <ol style="list-style-type: none"> Beneficiary Catherine Laurie died on 1/26/2010, after the decedent. Pursuant to Probate Code 10954(b)(5) if the person entitled to distribution in an estate is deceased, the waiver of account shall be executed <u>by the personal representative of the estate</u>. Petitioner states that no administration for the estate of Catherine Laurie is or will be conducted and has provided waivers of account signed by the intestate heirs of Catherine Laurie - Gerald Laurie, Tyler Laurie, and KC Dotson. Need authority allowing the intestate heirs of a deceased beneficiary to waive accounting. The Amended Petition states that 1/3 of the estate was distributed to Catherine Laurie and that Catherine Laurie died after the decedent. The Petitioner states that an Affidavit Pursuant to Probate Code § 13100-13155 was signed by Catherine Laurie's heirs as the successors to her interest in the estate. The Court may require authority allowing such a distribution as part of the administration of this estate. The Amended Petition states that distribution has been made of <u>all</u> the assets of the estate to the three beneficiaries pursuant under IAEA; however, Probate Code § 10501 lists preliminary and final distributions as actions requiring court supervision. Probate Code § 11623 states the personal representative may <u>petition the court for authority to make preliminary distributions</u>. However the aggregate of all property distributed shall not exceed 50% of the net value of the estate. <u>In this case the Petitioner distributed all of the assets of the estate and did not petition the court for authority to make preliminary distributions.</u> <p>Please see additional page</p>
Cont. from 052212, 062512, 072512			
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		<p>Reviewed by: JF</p> <p>Reviewed on: 09/20/12</p> <p>Updates: 09/24/12</p> <p>Recommendation:</p> <p>File 3 - Blesh</p>	

NEEDS/PROBLEMS/COMMENTS (continued):

4. The cost reimbursement request includes \$34.99 for copy and courier costs. Pursuant to Local Rule 7.17 B, these costs are considered by the Court to be part of the cost of doing business and are not reimbursable costs or fees.
5. Proof of service filed with the Notice of Hearing on 09/21/12 indicates that the Notice of Hearing was served on interested parties on 09/21/12. Service must be 15 days prior to the hearing pursuant to Probate Code § 11000(a) & 1220.

DOD: 05/11/12		<p>MICHAEL M. KARASTATHIS, Successor Trustee of The Karastathis Family Trust dated 11/24/01, is Petitioner.</p> <p>40 days since DOD.</p> <p>No other proceedings.</p> <p>I & A - \$50,000.00</p> <p>Will dated 11/24/01 devises estate to the Trustee of The Karastathis Family Trust.</p> <p>Petitioner requests Court determination that decedent's 100% interest in real property located at 5188 E. Ashlan #132, Fresno, CA pass to him pursuant to decedent's Will.</p>	<p>NEEDS/PROBLEMS/COMMENTS:</p> <p>1. The Petition indicates that the decedent had a deceased spouse. Need name and date of death of deceased spouse pursuant to Local Rule 7.1.1D.</p>
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		Reviewed by: JF	
		Reviewed on: 09/20/12	
		Updates:	
		Recommendation:	
		File 6 - Karastathis	

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

DOD: 04/06/12		<p>BARBARA M. BROWN, spouse, is Petitioner, and requests appointment as Executor without Bond.</p> <p>Full IAEA – NEED</p> <p>Will dated: NEED</p> <p>Residence: Clovis Publication: NEED</p> <p>Estimated Value of the Estate: Personal property - \$212,511.90</p> <p>Probate Referee: STEVEN DIEBERT</p>	<p>NEEDS/PROBLEMS/COMMENTS:</p> <p><u>CONTINUED TO 10/31/12</u> Per Request of Counsel</p> <ol style="list-style-type: none"> No copy of the Will is attached to the Petition. Need copy of Will. Note: It also does not appear that the original Will of William K. Brown, III has been deposited with the Court. Need affidavit of Publication. Need <i>Notice of Petition to Administer Estate</i> and proof of service by mail of <i>Notice of Petition to Administer Estate</i> on all interested parties pursuant to Probate Code § 8110. Need Order. Need Letters.
Cont. from			
Aff.Sub.Wit.	Unk.		
Verified			
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Notice of Hrg	x		
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Letters	x		
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Order	x		
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Citation			
FTB Notice			
		<p>Reviewed by: JF</p> <p>Reviewed on: 09/20/12</p> <p>Updates: 09/24/12</p> <p>Recommendation:</p> <p>File 7 - Brown</p>	

Probate Status Hearing: Failure to File Annual or Biennial Account

Age:	<p>PATRICIA A. GAZDA, Sister, was appointed Conservator of the Estate on 12-8-11, with funds to be placed into a blocked account.</p> <p>On 7-16-12, the Court set this status hearing for failure to file an account.</p> <p>I&A filed 7-31-12 reflects a total conservatorship estate value of \$98,846.00.</p> <p>On 9-6-12, the Court approved the establishment of a Special Needs Trust for the Conservatee with Inland Counties Regional Center, Inc., as Trustee.</p>	<p>NEEDS/PROBLEMS/COMMENTS:</p> <p>Note: The Special Needs Trust established 9-6-12 was assigned case number 12CEPR00826. A status hearing is set for 1-4-13 for filing of the I&A in that case.</p> <p>1. Need account.</p>
Cont. from		
Aff.Sub.Wit.		
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Inventory		
PTC		
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Notice of Hrg		
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<p>Reviewed by: skc</p>		
<p>Reviewed on: 9-20-12</p>		
<p>Updates:</p>		
<p>Recommendation:</p>		
<p>File 8 - Allen</p>		

Atty Arroyo, Dolores (Pro Per – Guardian – Petitioner)

Atty Arroyo, Roberto U. (Pro Per – Guardian – Petitioner)

Ex Parte Petition for Modification of Visitation

Jaden (11)		<p>DOLORES and ROBERTO ARROYO, Paternal Grandparents and Guardians, are Petitioners.</p> <p>Father: Robert Uribe Arroyo, Jr. Mother: Leona Chantel Andrada Maternal Grandfather: Gary Andrada Maternal Grandmother: Donna Silvera Andrada</p> <p>Petitioners filed an Ex Parte Petition for Modification of Visitation on 9-13-12. The Court set the matter for hearing and set notice to Petitioners on 9-13-12.</p> <p>Petitioners state request that the father have the children at the soccer game on time, which is one hour before games start. Games start at different times and they will provide the father with the schedules.</p> <p>Petitioners also request that if either or both of the children do not wish to visit on the dates allowed by the Court, that they should be able to say they don't want to go. They are old enough to decide. The father has a tendency to tell them they have to go by force, and for the whole month of July, the children should be able to call if they need to come home. They have a cell phone.</p>	<p>NEEDS/PROBLEMS/COMMENTS:</p> <p><u>Note:</u> Per Court order on 8-7-12 regarding the father's petition for visitation, the father has visitation on 1st, 3rd, and 5th weekends from Friday 7pm to Sunday 7pm, and a holiday schedule that includes 1 week with during Christmas break and the whole month of July.</p> <ol style="list-style-type: none"> 1. Need Notice of Hearing. 2. Need proof of service of Notice of Hearing at least 15 days prior to the hearing on Robert Uribe Arroyo, Jr. (Father).
Roberto (14)			
Aff.Sub.Wit.			
✓ Verified			
Inventory			
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Notice of Hrg	X		
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CI Report			
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Order	X		
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FTB Notice			
		Reviewed by: skc	
		Reviewed on: 9-20-12	
		Updates:	
		Recommendation:	
		File 9 - Arroyo	

Sean (12)	SHARON CLINTON, Paternal Grandmother, is Petitioner.		<p>NEEDS/PROBLEMS/COMMENTS:</p> <p><u>These petitions pertain to Sean only.</u></p> <p><u>Page 10B is the related petition to terminate the existing guardianship.</u></p> <p><u>History:</u> Laura Abrahamian was appointed guardian of all three minors on 10-11-07. Petitioner Sharon Clinton was appointed Successor Guardian of Sabrina only on 2-9-12, and the two younger siblings, including this minor, remained with Ms. Abrahamian. At a hearing on 7-17-12, the Court ordered supervised visitation between the sibling at a supervising agency.</p> <p>1. <u>If these matters goes forward:</u> Need proof of service of Notice of Hearing at least 15 days prior to the hearing pursuant to Probate Code §§ 1511 and 1460(b)(5) <u>or</u> consent and waiver of notice <u>or</u> declaration of due diligence on: - Sara Abrahamian (Mother) - Robert Abrahamian (Maternal Grandfather) - Susan Nunez (Maternal Grandmother) - Sabrina Matheus (sibling)</p> <p><u>Note:</u> Declaration of Due Diligence filed 7-26-12 states Petitioner can't find the father or the mother.</p>
	LAURA ABRAHAMIAN, Maternal Great-Aunt, was appointed Guardian on 10-11-07. - Personally served 9-4-12		
	Father: HANS MATHEUS - Consent and Waiver of Notice filed 9-12-12		
	Mother: SARA ABRAHAMIAN		
	Paternal Grandfather: Deceased Maternal Grandfather: Robert Abrahamian Maternal Grandmother: Susan Nunez		
	Petitioner states Sean no longer wants to live with his great aunt and requests to live with her.		
	Court Investigator Charlotte Bien filed a report on 9-13-12.		
	Aff.Sub.Wit.		
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	FTB Notice		
			Reviewed by: skc
			Reviewed on: 9-20-12
			Updates:
			Recommendation:
			File 10A - Matheus

Petition for Termination of Guardianship

Sean (12)	<p>SHARON CLINTON, Paternal Grandmother, is Petitioner.</p> <p>LAURA ABRAHAMIAN, Maternal Great-Aunt, was appointed Guardian on 10-11-07.</p>	NEEDS/PROBLEMS/COMMENTS:
		<p>Note: Please see notes and recommendation on Page 10A.</p>
<input type="checkbox"/> Aff.Sub.Wit.		
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		Reviewed by: skc
		Reviewed on: 9-20-12
		Updates:
		Recommendation:
		File 10B - Matheus

Petition for Termination of Guardianship

Age: 3	SERENA FERRARO, mother, is Petitioner.	<p>NEEDS/PROBLEMS/COMMENTS:</p> <ol style="list-style-type: none"> 1. Need <i>Notice of Hearing</i>. 2. Need proof of service by mail at least 15 days before the hearing of <i>Notice of Hearing</i> with a copy of <i>Petition for Termination of Guardianship or Consent and Waiver of Notice or Declaration of Due Diligence</i> for: <ul style="list-style-type: none"> - Julie Weber (guardian) - Kyle Huffstutler (father) - Brian Huffstutler (paternal grandfather) - Kathy Huffstutler (paternal grandmother) - Joe Ferraro (maternal grandfather) - Sherri Thompson (maternal grandmother)
	JULIE WEBER , maternal great-aunt, was appointed guardian of the Person on 06/30/11.	
Cont. from	Father: KYLE HUFFSTUTLER	
Aff.Sub.Wit.	Paternal grandfather: BRIAN HUFFSTUTLER	
✓ Verified	Paternal grandmother: KATHY HUFFSTUTLER	
Inventory	Maternal grandfather: JOE FERRARO	
PTC	Maternal grandmother: SHERRI THOMPSON	
Not.Cred.	Petitioner states that she consented to guardianship last year when she was entering rehab. She states that she is now clean and sober, attends AA/NA meetings, is currently employed and has a stable place to live and therefore wants Kaylee to return to her care. She attaches a clean drug test dated 04/17/12 to her Petition. Petitioner states that she is thankful to her aunt for caring for Kaylee and knows that the guardian and Kaylee have a bond and she has no intention of keeping them away from each other.	
Notice of Hrg		
Aff.Mail		
Aff.Pub.		
Sp.Ntc.		
Pers.Serv.		
Conf. Screen		
Letters		
Duties/Supp		
Objections		
Video Receipt		
✓ CI Report	Court Investigator Jennifer Young filed a report on 09/19/12.	
9202		
✓ Order		
Aff. Posting		
Status Rpt		
UCCJEA		
Citation		
FTB Notice		

Reviewed by: JF
 Reviewed on: 09/20/12
 Updates:
 Recommendation:
 File 12 - Huffstutler

Petition for Appointment of Temporary Guardianship of the Person (Prob. C. 2250)

Age: 4	<p align="center">GENERAL HEARING 11/15/12</p> <p>JONI ALFORD, paternal aunt, is Petitioner.</p> <p>Father: JACARE SHEPHEARD</p> <p>Mother: MICHELLE NIEBEL</p> <p>Paternal grandfather: LAWRENCE SHEPHEARD Paternal grandmother: SANDRA YATES</p> <p>Maternal grandparents: UNKNOWN</p> <p>Petitioner states that Leon's mother left him in her care about 2 years ago. She is unable to care for him and his father is not in a position to care for him either. Petitioner states that temporary guardianship is needed so that she can enroll Leon in school and take him to the doctor for a check-up and immunizations.</p>	<p>NEEDS/PROBLEMS/COMMENTS:</p> <ol style="list-style-type: none"> 1. Need <i>Notice of Hearing</i>. 2. Need proof of personal service at least 5 court days before the hearing of <i>Notice of Hearing</i> with a copy of the <i>Petition for Appointment of Guardian of the Person</i> <u>or</u> Consent & Waiver of Notice <u>or</u> Declaration of Due Diligence for: <ul style="list-style-type: none"> - Jacare Shephard (father) - Michelle Niebel (mother) 	
Cont. from			
<input type="checkbox"/> Aff.Sub.Wit.			
<input checked="" type="checkbox"/> Verified			
<input type="checkbox"/> Inventory			
<input type="checkbox"/> PTC			
<input type="checkbox"/> Not.Cred.			
<input type="checkbox"/> Notice of Hrg			x
<input type="checkbox"/> Aff.Mail			
<input type="checkbox"/> Aff.Pub.			
<input type="checkbox"/> Sp.Ntc.			
<input type="checkbox"/> Pers.Serv.			x
<input type="checkbox"/> Conf. Screen			
<input checked="" type="checkbox"/> Letters			
<input checked="" type="checkbox"/> Duties/Supp			
<input type="checkbox"/> Objections			
<input type="checkbox"/> Video Receipt			
<input type="checkbox"/> CI Report			
<input type="checkbox"/> 9202			
<input checked="" type="checkbox"/> Order			
<input type="checkbox"/> Aff. Posting			
<input type="checkbox"/> Status Rpt			
<input checked="" type="checkbox"/> UCCJEA			
<input type="checkbox"/> Citation			
<input type="checkbox"/> FTB Notice			
		Reviewed by: JF	
		Reviewed on: 09/21/12	
		Updates:	
		Recommendation:	
		File 13 - Shephard	