

This is the narrative portion of the original petition for conservatorship that I filed on 6/21/21. This spells out why a conservatorship was necessary in the first place and the supporting documentation is attached. The previously unknown nephew of Barbara's 5th husband and his attorney continue to deny - by ignoring entirely - every fact and document provided. I have no idea why - it makes no sense to anyone else.

GC-310 Petition for Appointment of Probate Conservator - Attachment 5c(2)

Conservatorship of Keller, Barbara Lynn

Case Number:

The following facts support the petitioner's allegation that the proposed conservatee is substantially unable to manage his or her financial resources or to resist fraud or undue influence:

Ronald and Barbara Keller's financial assets are held in a Revokable Living Trust, created in 2017 (attachment 5c(2)a). The Keller's chose to name Barbara's biological children, Timothy Craig Jenkins and Sharon Louise Wolff, as co-trustee's. The Keller 2017 Trust includes provisions for the incapacity of a trustee (The Keller 2017 Trust 2.E.(7); 6.C.).

Ronald and Barbara Keller chose to name Sharon L. Wolff and Timothy C. Jenkins as executors of their estate on April 17th, 2003 (attachments 5c(2)b and 5c(2)c).

Unfortunately, Ron's increasing mental instability and paranoia is coupled with Barbara's severe memory loss which has now resulted in their belief that the trusted family members that have been at their side for years now are out to get them. This paranoia is resulting in their attempts to dump their house in order to flee an unknown antagonist with no plan in place for their ongoing care – exactly as they did in 2017 during an initial episode of instability.

The following is a summary of recent key dates/events to demonstrate capacity but it is only a snapshot of events that have brought forward the need for this petition. Petitioner can provide additional information spanning years of increasing deterioration if needed by this court.

2/9/21 Ron and Barbara forgot to pay their Suddenlink account for two months and **services were shut off** – they have bundled services so no phone, internet or TV. They didn't know why they had no services (attachment 5c(2)d – email was received after their services were restored). Sharon only discovered they had no services by chance (attachment 5c(2)e) and she helped the Keller's pay the outstanding bill over the phone in order to restore services.

Prior to 3/16/21

Barbara and Ron shop online at Amazon and Safeway (delivery) however they continue to make strange purchases that they deny making. Barbara makes lists of things needed and then places an order, forgetting that she just placed a different order, repeatedly. Barbara and Ron have explained the strange purchases they receive as the stores must be trying to get rid of stock so that is why they sent 6 cans of whipping cream and five packs of ground turkey...as

GC-310 Petition for Appointment of Probate Conservator - Attachment 5c(2)

Conservatorship of Keller, Ronald & Barbara

Case Number:

just one example. There is absolutely no recognition of the fact that neither one can remember what they just did a minute or two prior.

In the first half of March, 2021, Barbara and Ron saw a strange purchase on their Amazon account for some kind of Xbox game card that they may have ordered (thinking it was for their grandkids who are now adults) or it may have been an unauthorized purchase. Barbara called Amazon and spoke to someone who was able to reverse the charge and cancel the order. Barbara wrote herself numerous notes about this Amazon charge and each time she saw a note, she couldn't remember that it had been taken care of. **For a number of days, Barbara and Ron called Sharon to first complain that someone made some purchase on their account which later evolved to someone is stealing from them which evolved to their grandson's wife (who they only met once years ago) must have been the one to steal from them.** During a visit, Ron insisted to Sharon and Shauna (granddaughter) that they needed to file a police report against Keira (wife of grandson) for stealing from them. Sharon repeatedly tried to assure them that no one we know of is stealing from them, it might have just been an unauthorized purchase by some crook – who knows. Barbara kept writing herself notes about Amazon that kept bringing it back up to Ron and Barbara and fed into their evolving paranoia of someone stealing from them.

During this timeframe, Barbara and Ron began hiding their laptop computer so that the unknown crooks couldn't steal from them. They would unplug the laptop and hide it around the house and then forget where they hid it. **Barbara also began hiding her purse around the house for the same reason – and forgetting where she hid it.** Ron and Barbara explained to Sharon that they hid it so someone couldn't look in their windows and steal their stuff. Sharon asked who is looking in their windows and neither one had an answer.

3/16/21 Barbara called Sharon and was confused about how to send an international wire transfer to Hong Kong. Barbara said a person from Wells Fargo had called them and said something about needing to send them \$17,400. Sharon told Barbara to stop talking to the "Wells Fargo" person and that she would come over immediately to figure out what was going on. Sharon emailed her supervisor that she had to take time off immediately (attachment 5c(2)f) and she went to the Keller's home. Barbara showed Sharon the notes that she had taken while both Ron and Barbara were on the phone with the person claiming to be from their bank (attachment 5c(2)g). *It should be noted that the only reason why Ron and Barbara Keller didn't send \$17,400 to*

GC-310 Petition for Appointment of Probate Conservator - Attachment 5c(2)

Conservatorship of Keller, Ronald & Barbara

Case Number:

scammers was because they don't have the capacity to figure out how to send an international wire transfer. They only asked Sharon for assistance on how to send the money – that is the only reason that Sharon found out about this attempted scam in time.

Sharon tried to assist Barbara and Ron to log into their Wells Fargo bank account in order to verify that no funds had been messed with. The laptop had been password protected for the log-in screen – *it is presumed that Barbara and Ron may have done this while on the call with the scammers but they don't remember.* None of the usual passwords that Barbara and Ron use routinely worked – they were locked out of their laptop completely.

Sharon then assisted Barbara and Ron to call Wells Fargo directly and inquire as to the phone call and the status of their bank account. It was difficult for Sharon to assist as Barbara and Ron had to give verbal permission repeatedly and remain on the phone but couldn't remember from one minute to the next why they were on the phone with the bank. Confirmed to Barbara and Ron that no one from Wells Fargo called them – it was a scam. Also confirmed that no funds were transferred and their bank account appeared to be untouched at that time.

Sharon spoke to both Barbara and Ron about the problem just experienced with trying to assist them without having access to their account. Ron and Barbara both agreed that adding Sharon to their account would be helpful going forward. Sharon made an appointment with Fortuna Wells Fargo Bank Manager Michael Alvarado (707-725-2799).

3/31/21 Sharon picked up Ron and Barbara for their appointment with Wells Fargo Bank Manager Michael Alvarado to add Sharon to the account. They both spoke with Alvarado and clearly were in agreement to add Sharon to their account. Unfortunately, **it was discovered that both had let their driver's licenses expire so they had no legal identification** (Wells Fargo could exempt an expired ID if it had expired during the pandemic but theirs had expired two years ago). Alvarado was very helpful and understanding of the situation but unable to complete the transaction due to no legal identification for Ron and Barbara.

4/1/21 Barbara had a previously scheduled doctor's appointment set for this date and Sharon had already taken time off work for that. It was agreed that Sharon would pick up Ron and Barbara and take them to the Eureka DMV at the Bayshore Mall in order to get Senior ID cards prior to the doctor's appt.

GC-310 Petition for Appointment of Probate Conservator - Attachment 5c(2)

Conservatorship of Keller, Ronald & Barbara

Case Number:

Sharon had confirmed with Barbara and Ron (via phone) the day before and the morning of the appointment as Sharon was coming to drive them to the appointments. Sharon arrived at the house and there was no answer at the door despite repeated loud knocking. Sharon tried calling them repeatedly while standing on the porch and there was no answer. Sharon used the house key given to her by Ron and Barbara to open the door and began loudly calling out for "Mom!" Ron and Barbara had been napping and didn't hear the door or phone. **Sharon noted that they had pushed a large storage footstool in front of their bedroom door with the door cracked slightly open.** Sharon asked them why the furniture was blocking the door and they said something about doing it because of the cat.

Sharon took Barbara and Ron to the DMV and assisted in getting their Senior ID card applications completed.

Sharon took Barbara to her doctor's appointment with Danielle Cole, FNP at Fortuna Open Door and Ron accompanied. Sharon had spoken privately with Cole just prior to her seeing Barbara and she showed the note Barbara and Ron had written about the bank transfer as well as having their Suddenlink phone and internet services shutoff when they forgot to pay the bill for two months.

Cole met with Barbara and Ron privately. Afterwards, she spoke with Barbara, Ron and Sharon to **confirm that she noted cognitive decline** with Barbara and she recommended further testing to determine if there was a cause that could be treated to improve quality of life. Cole also asked that Barbara return for a blood draw (the lab was closed at this time) which she needed to monitor thyroid, cholesterol, etc.

After returning to the Keller's home, Sharon looked at the kitchen table/desk area to see if there was any contact information that could be found for Ron's sister Diane who he reportedly had used to be close to. Sharon wanted to contact Ron's family to advise them of the situation and ask for their help and support. No one from Barbara's side of the family had ever met Diane or even knew her last name so she could be looked up. **The pages from Barbara's longtime address book have been removed – only a few pages were left in the book.** It is unknown who took the pages out or why. Sharon began searching online for Ron's family and discovered that the stories given over the years about Ron were lies – it is unknown why.

Early to Mid-April

GC-310 Petition for Appointment of Probate Conservator - Attachment 5c(2)

Conservatorship of Keller, Ronald & Barbara

Case Number:

Barbara and Ron have been locked out of their laptop computer since they password protected it and forgot the password around March 16th. They don't recall that the laptop is locked and each time they try to use it and can't log in, they call Sharon to inquire why. Eventually, Sharon agrees to take the laptop home with her to look into restoring the computer.

Barbara called Sharon and asked her to return their house key and laptop computer (approx. 3 days after Sharon had taken it home). Sharon asked why they wanted the key back since it was a good idea for safety to have an extra key with family. Barbara didn't say why she was asking for the key to be returned. Sharon said it wasn't a good idea for her to not have a key. Barbara whispered to Ron, "she's not going to give it back!" Ron grabbed the phone and demanded the key back immediately! No reason was given.

Sharon drove over to the Keller's and returned the laptop computer and house key that Ron had given her specifically – with a yellow smiley face holder.

4/18/21 Sharon visited Barbara and Ron and noticed the side table near the front door had been slid to block the front door. It had to be moved in order to open the door and let Sharon inside. There was no explanation for why it was in front of the door at that time.

Sharon asked if the Senior ID's had come from the DMV yet when she was over on Sunday visiting. Both cards had arrived. Sharon confirmed with Ron and Barbara that she would make another appointment with the Fortuna Wells Fargo Bank Manager in order to complete the paperwork to add Sharon to the account. They both agreed.

4/19/21 Another appointment with the Bank Manager was made for the next afternoon. Sharon called Barbara and Ron to confirm the day and time. It was decided that Sharon would also take Barbara to get her blood draw done at Open Door first as she had to take time off work anyway.

4/20/21 Sharon called Barbara and Ron to confirm that she was going to be headed over to pick them up for the pre-arranged appointments. Barbara said they were eating lunch at the time and watching movies. Sharon said that was fine since she still had to get gas and do another errand on her way over. Barbara called back a couple of minutes later and declared that they didn't want to go today – they were watching movies and didn't want to do it. Sharon tried to explain that there was an appointment already set with the bank manager, the blood work that was needed and the fact that Sharon is working full-time and

GC-310 Petition for Appointment of Probate Conservator - Attachment 5c(2)

Conservatorship of Keller, Ronald & Barbara

Case Number:

having to take time off work to help get these things done. Barbara said "we're not going!" and hung up the phone.

After a little time to do errands, Sharon went to the Keller's house to find out what was up. Ron and Barbara both said they didn't want to go outside today and they weren't going anywhere. Sharon tried again to explain why it was important to finish the business with the bank as well as get Barbara's lab work done – Barbara's prescription couldn't be renewed until that lab work was done and she was out of her medication. They both started yelling at Sharon to "get out of our house", "we don't need your help", "we're fine"... Ron grabbed Sharon by the sweater and tried to physically push her out the front door. Ron then said he was going to get the police and he stormed out the front door and headed off somewhere. Barbara then grabbed Sharon's arm and tried to pull her towards the door. Ron came back into the house and Barbara said she was going to call the police on her daughter, which she did.

Fortuna Police Officer Stevens responded (attachment 5c(2)h). Barbara met him outside and declared that "there is a crazy lady in my house and she won't leave!" The officer was very professional and polite and it was readily apparent that he was dealing with diminished capacity on the part of Ron and Barbara Keller. An email summary of the incident was written by Sharon to Barbara's relative's apprising them of the events (attachment 5c(2)i). Sharon showed the officer the note re. Hong Kong bank transfer attempt as well as Barbara's prescription bottle that said "no refills" until her lab work was done. Barbara confirmed to the officer that the note was in her handwriting but she had no idea what it was. Ron and Barbara declared they could take care of themselves but had no idea how to get to the doctor's appointment or the bank. The officer was very patient and he explained how important it was to go to that bank appointment and let Sharon help them since there are a lot of scams going around and they obviously almost fell for a big one. The officer was able to eventually get them to agree to go to the appointments and he even offered to drive along behind to make sure they got to their doctor's office ok. With that, they agreed to let Sharon drive them to the doctor's office for the lab work.

After the lab draw was complete, Sharon took Ron and Barbara to get some food and have lunch over near Newburg Park while they waited for their afternoon appointment with the bank manager.

Sharon took Ron and Barbara to Safeway in Fortuna which is where the Wells Fargo branch is located. Ron and Sharon did some grocery shopping for things they needed and Barbara sat outside in the car since she didn't want to walk

GC-310 Petition for Appointment of Probate Conservator - Attachment 5c(2)

Conservatorship of Keller, Ronald & Barbara

Case Number:

around the store. At the appointment time, Barbara and Ron waited just a few minutes for the bank manager but during that time Barbara forgot why they were there again. Barbara declared she didn't know anything about why she was there and they weren't going to sign anything they hadn't talked about. Barbara then bolted for the door. Sharon asked Barbara and Ron if they at least wanted the bank to look up their account and make sure nothing out of the ordinary was there since they couldn't log in and check it themselves (still locked out of their laptop). The manager came out to greet them but they weren't interested in checking on their account while at the bank. The bank manager gave them both his card in case they had questions or concerns.

Sharon drove them both home at that point. The support system that has been in place for a number of years has now been blocked and there is no one else in the area who could assist.

4/23/21 Sharon received a call from Coldwell Banker Realtor Tina Christensen-Kable who had been contacted by Ron and Barbara Keller to immediately sell their house (attachment 5c(2)j). Tina had met with Ron and Barbara in their home and was very concerned as their capacity issue was readily apparent. Tina asked Ron and Barbara what their plan was after selling the house and they didn't have a plan. They asked Tina if she could drive them to the airport so they could escape. They told Tina that they were going to Barbara's sons house and will figure it out from there. They were both very confused about the situation and they said something about "Shari is blocking us from selling" so Tina asked if she could talk to Shari about it and that is how she got Sharon's contact information.

Barbara continues to call Tina each Thursday as Barbara wrote a note about an appointment with a realtor on Thursday (attachment 5c(2)k) – there are no dates on the notes that Barbara writes so she believes it is current information each time she sees the note.

4/26/21 Report filed with Adult Protection Services re. Ron & Barbara Keller.

THE KELLER 2017 TRUST

THIS TRUST AGREEMENT is entered into by **RONALD W. KELLER** and **BARBARA L. KELLER**, as Trustors, and **RONALD W. KELLER**, **BARBARA L. KELLER**, **TIMOTHY C. JENKINS** and **SHARON L. WOLFF** as co-Trustees. For all purposes hereunder, the words "we," "us," "our," "their," and similar pronouns, shall refer to Trustors, **RONALD W. KELLER** and **BARBARA L. KELLER**, and shall be construed as the possessive when the context would so indicate.

ARTICLE I

RECITALS AND CONVEYANCE

WHEREAS, we desire to establish a trust of which, during our lifetimes and the lifetime of the survivor of us, we are the exclusive recipients of the economic benefits;

WHEREAS, this trust shall be initially funded with the assets described in the attached Schedule "A" entitled "INITIAL TRUST FUNDING"; these assets and any assets later added to the trust shall be known as the "trust fund" and shall be held, administered and distributed as provided in this document and any subsequent amendments to this document;

NOW, THEREFORE, the Trustee acknowledges receipt of the trust fund and shall hold the same in trust under the following terms, conditions and provisions:

ARTICLE II

DECLARATIONS

2.A. **Name.** This trust shall be known as **THE KELLER 2017 TRUST**.

2.B. **Family.** We, **RONALD W. KELLER** and **BARBARA L. KELLER**, sometimes hereinafter referred to as husband and/or wife, are married. We have no children of this marriage now living or deceased.

Ronald has two children now living; namely, SCOTT DILLER and ROBERT DILLER.

Barbara has two children now living; namely, TIMOTHY C. JENKINS and SHARON L. WOLFF.

We have intentionally, and not as a result of any mistake or inadvertence, omitted in this Trust Agreement to provide for any other children of either of us and/or the issue of such child, if

any, however defined by law, presently living. Any child or children of ours born after the date of this Trust Agreement shall be treated as though they were named in this Paragraph.

2.C. **Signature Authority**

- (1) While co-Trustees are acting, TIMOTHY C. JENKINS or SHARON L. WOLFF may conduct business with respect to property and/or assets held or owned by the Trust with only one of their signatures required. Any third party dealing with the Trust may rely upon this singular authority without any further evidence. Any Trust asset may be titled to reflect this authority, including the designation "and/or".
- (2) While co-Trustees are acting, RONALD W. KELLER and BARBARA L. KELLER may only conduct business with respect to property and/or assets held or owned by the Trust with the signature of TIMOTHY C. JENKINS or SHARON L. WOLFF in addition to both of their own signatures.
- (3) If RONALD W. KELLER or BARBARA L. KELLER ceases to act for any reason, the other co-Trustees shall continue to act. If both RONALD W. KELLER and BARBARA L. KELLER have ceased to act for any reason TIMOTHY C. JENKINS and SHARON L. WOLFF shall continue to act as co-Trustees. If either of the remaining co-Trustees ceases to act for any reason, the remaining Trustee shall continue to act alone.

2.D. **Trust Fund.**

(1) All property now or hereafter subject to the terms hereof shall be deemed to be our community and/or quasi-community property and the proceeds thereof shall continue to retain its character as community and/or quasi-community property during our joint lifetimes (also hereinafter called the "community estate"). It is our intention that the Trustee shall have no more extensive power over the community estate than either of us would have had under California law then in effect which govern the management of community property had this Trust Agreement not been created, and this Trust Agreement shall be interpreted to achieve this intention. This limitation shall terminate on the death of either of us.

(2) We, and/or any other person, may add to the principal of the trust by deed, will, or otherwise.

2.E. **Definitions.** For any interpretation of this Trust Agreement, the following definitions shall apply:

- (1) *Beneficiary.* The term "beneficiary" or "beneficiaries" shall mean any person and/or entity then eligible to receive current income or whose right to receive assets from the trust is currently vested;
- (2) *Cease to Act.* The phrase "cease to act" shall mean the resignation, death, incapacity or disappearance of a Trustee;

(3) *Code.* Any reference to the “Code” shall refer to the Internal Revenue Code of 1986, as amended, and to any regulations pertaining to the referenced sections;

(4) *Descendants.* The term “descendants” shall include a person’s lineal descendants of all generations;

(5) *Disappearance.* The term “disappearance” shall mean the individual’s whereabouts remain unknown for a period of sixty (60) days. If any beneficiary (including either of us) is not seen or heard of for a period of one year and no physical remains or body has been recovered, it shall be presumed that such beneficiary is not alive;

(6) *Education.* As used in this Trust Agreement, the term “education” or “educational purposes” shall include any course of study or instruction which may, in the Trustee’s discretion, be useful in preparing a beneficiary for any vocation consistent with such beneficiary’s abilities and interests. Distributions for education may include tuition, fees, books, supplies, living expenses, travel and spending money to the extent that they are reasonable and necessary, again in the Trustee’s absolute discretion;

(7) Incapacity.

(a) In the case of a question or dispute, incapacitation of a Trustee (whether such Trustee shall be either of us or a successor) shall be evidenced by written certification of two (2) physicians that the individual is unable to effectively manage his or her own property or financial affairs, whether as a result of age, illness, use of prescription medications, drugs or other substances, or any other cause;

(b) If there is no question or dispute, incapacitation of a Trustee shall be established by the written declaration of only one doctor;

(c) An individual shall be deemed incapacitated if a court of competent jurisdiction has declared the individual to be incompetent or legally incapacitated. If an individual fails to grant the court making such determination valid authorization to disclose such individual’s protected health information under any applicable federal and/or state statute, or if such individual subsequently revokes such authority, the individual shall be deemed incapacitated; and,

(d) An individual shall be deemed restored to capacity whenever the individual’s personal or attending physician provides a written opinion that the individual is able to effectively manage his or her own property and financial affairs and such individual shall then resume the position of Trustee or co-Trustee held immediately prior to the incapacitation;

(8) *Issue.* The term “issue” shall refer to lineal descendants of all degrees and shall include adopted persons; provided however, that such term shall refer only to the issue of lawful marriages and to children born outside of a lawful marriage only if a parent/child

relationship (as determined under California law) existed between such child and his or her parent, living or deceased, who was a beneficiary hereunder. A child in gestation which is later born alive and survives for thirty (30) days shall be considered as issue in being throughout the period of gestation;

(9) *Legal Representative or Personal Representative.* As used in this Trust Agreement, the term "legal representative" or "personal representative" shall mean a person's guardian, conservator, executor, administrator, trustee, or any other person or entity personally representing a person or the person's estate;

(10) *Principal and Income.* The determination by the Trustee in all matters as to what shall constitute principal of the trust, gross income therefrom and distributable net income under the terms of the trust shall be governed by the provisions of the Principal and Income Act of the State of California, except as to any of such matters as may otherwise be provided for in this instrument. In the event and to the extent that any of such matters relating to what constitutes principal or income of the trust and in the allocation of receipts and disbursements between these accounts is not provided for either in this Trust Agreement or in such Principal and Income Act, the Trustee has full power and authority to determine such matters;

(11) *Pronouns and Gender.* In this Trust Agreement, the feminine, masculine or neuter gender, and the singular or plural number, shall be deemed to include the others whenever the context so indicates;

(12) *Qualified Beneficiary.* The term "Qualified Beneficiary" shall mean any person and/or entity then eligible to receive current income or whose right to receive assets from the trust is currently vested as well as those who could receive distributions after termination of the interests of current beneficiaries;

(13) *Request in Writing.* When either of us is acting as the Trustee or as a co-Trustee, the requirement of a writing to be signed by either of us as a Trustor and/or a beneficiary and delivered to either of us as the Trustee shall be waived;

(14) *Right of Representation.* Whenever a distribution is to be made by "right of representation" or "per stirpes," the assets are to be divided into as many shares as there are then-living children and deceased children who left living descendants. Each living child shall receive one share and each deceased child's share shall be divided among such deceased child's then-living descendants in the same manner;

(15) *Shall or May.* Unless otherwise specifically provided in this agreement or by the context in which used, we use the word "shall" in this Trust Agreement to command, direct or require, and the word "may" to allow or permit, but not require. In the context of the Trustee, when we use the word "may" we intend that the Trustee may act in the Trustee's sole and absolute discretion unless otherwise stated in this Trust Agreement;

(16) *Trustee.* Any reference to "Trustee" shall be deemed to refer to whichever individual, individuals (including either of us) or corporation shall then be acting as the Trustee; and,

(17) *Trustor*. The term "Trustor" has the same legal meaning as "Grantor," "Settlor," "Trustmaker," or any other term referring to the maker of a trust.

2.F. Governing Law. This Trust Agreement is intended to create a California trust and all of the terms and provisions hereof shall be interpreted according to the California Trust Code (Division 9 of the California Probate Code beginning with §15000), except as shall be specifically modified herein. Nevertheless, the Trustee may change the situs of administration of the trust from one jurisdiction to another, thereby allowing this trust to be regulated and governed by the laws of another jurisdiction. Such action may be taken for any purpose the Trustee deems appropriate including minimization of taxes.

2.G. Restrictions. The interest of any beneficiary (whether entitled to current income or possessing only a future interest) in either the income or principal of the trust or any part of it shall not be alienated or in any other manner assigned or transferred by such beneficiary; and such interest shall be exempt from execution, attachment and other legal process which may be instituted by or on behalf of any creditor or assignee of such beneficiary; nor shall any part of such interest be liable for the debts or obligations (including spousal and/or child support, except as required under California law) of any such beneficiary. This paragraph is intended to impose a "Spendthrift Trust" on all interests held for any beneficiary. The rights of beneficiaries to withdraw trust property are personal and may not be exercised by a legal representative, attorney-in-fact, or others. **IT IS OUR INTENT THAT THE PRECEDING SPENDTHRIFT CLAUSE AND THE PROTECTIONS IT PROVIDES BE CONSIDERED A MATERIAL PURPOSE OF THIS TRUST AND ANY SUBSEQUENT TRUST CREATED HEREUNDER.**

2.H. Maximum Duration of Trusts. Regardless of any other provision herein, the maximum duration for any trust created hereunder is the longest period that property may be held in trust under the applicable statutes of the state then governing the situs of administration of the trust. If, under those rules, such maximum duration of a trust must be determined (or alternatively determined) with reference to the death of the last survivor of a group of individuals alive upon the death of the survivor of us, or at such other time that the application of such rules limiting the duration of a trust is deemed to begin, those individuals shall consist of all beneficiaries (including future and/or contingent) of this trust (as hereinafter named) alive at the death of the survivor of us. Any trust created hereunder must end immediately prior to such maximum duration and, thereupon, the Trustee shall pay over the principal, free from such trust, to the person or persons then entitled to receive the net income.

2.I. No-Contest Provision. Pursuant to §21310, *et seq.*, of the California Probate Code, in the event any beneficiary under this trust shall, singly or in conjunction with any other person or persons, undertake any of the following actions then the right of that person to take any interest given him or her by this Trust Agreement shall be determined as it would have been determined had the person predeceased the survivor of us without being survived by issue:

(1) Contests in any court the validity of this Trust Agreement and/or of the last Will of either of us ;

(2) Seeks to obtain adjudication in any proceeding in any court that this Trust Agreement, or any of its provisions, and/or that the last Will, or any provisions therein, of

either of us is void, except to the extent permitted by §21380 of the California Probate Code;

(3) Seeks otherwise to set aside this Trust Agreement or any of its dispositive provisions;

(4) Seeks to obtain adjudication in any proceeding in any court challenging the transfer of any property to or from this trust on the grounds that such property was not ours at the time of the transfer or at the time of our death; and/or,

(5) Files a creditor's claim against the estate of either of us or prosecutes an action against either of our estates or this trust for any claim for damages or services alleged to have been incurred during the lifetime of either of us (this subparagraph shall not apply to a creditor's claim filed by a beneficiary solely for reimbursement of administrative costs, expenses, funds advanced in the preservation of the estate of either of us or for sums advanced for the payment of the last illness and/or funeral expenses of either of us).

The Trustee is hereby authorized to defend, at the expense of the trust, any contest or other attack of any nature on this Trust Agreement or any of its provisions. A "contest" shall include any action described above in an arbitration proceeding and shall not include any action described above solely in a mediation not preceded by a filing of a contest with a court, notwithstanding the foregoing; further, a "contest" shall not include a responsive pleading, such as an objection, response, or answer, filed by a beneficiary in defense of a characterization or transfer of property.

If California law governs the foregoing provisions of this Paragraph, then California Probate Code §21311 shall apply and the foregoing provisions of this Paragraph may only be enforced against the following types of contests:

(1) a direct contest that is brought without probable cause;

(2) a pleading to challenge a transfer of property on the grounds that it was not the transferor's property at the time of the transfer; and/or,

(3) the filing of a creditor's claim or prosecution of an action based on it.

The terms "direct contest" and "pleading" have the same meanings as set forth in California Probate Code §21310. All trusts created in this agreement are "protected instruments" as provided in California Probate Code §21310(e).

2.J. Presumptions. Any beneficiary who shall not be living thirty (30) days after the death of either of us shall be deemed not to have survived such person; except that in our case, if the order of our deaths cannot be established by proof, each of us shall be deemed to have survived the other.

2.K. Special Distributions. If any income and/or principal of any trust hereunder ever vests outright under the provisions of this Trust Agreement in a person not yet twenty-one (21), a person who suffers from substance abuse, or a person who the Trustee determines is incapacitated or whose financial circumstances is such that failure to delay distributions will actually reduce the trust benefits to such person, then the Trustee, in the Trustee's discretion and without supervision of any court, shall hold or distribute the distribution for such person (hereinafter "the beneficiary") in accordance with the following provisions:

(1) *Under Age Twenty-One.* If a beneficiary is under the age of twenty-one and no other provision of this trust specifically addresses this possibility, the Trustee may either open a custodial account for the benefit of said beneficiary under the Uniform Transfer to Minors Act with a suitable person as the custodian or the Trustee may hold such beneficiary's distribution in a separate trust for such beneficiary, exercising as the Trustee of such trust all the administrative powers conferred in this Trust Agreement, on the following terms and conditions:

- (a) The Trustee may accumulate or distribute to or for such beneficiary such amount or amounts of income and/or principal of the trust as the Trustee determines from time to time during the term of the trust to be appropriate. The Trustee may make such distributions to or for the benefit of such beneficiary: (i) directly to the beneficiary; (ii) on behalf of the beneficiary for the beneficiary's exclusive benefit; (iii) to any account in a bank, credit union, mutual fund and/or brokerage firm either in the name of such beneficiary or in a custodial account for the benefit of said beneficiary under the Uniform Transfer to Minors Act with a suitable person as the custodian; (iv) in any form of an annuity; and, (v) to such beneficiary's guardian if one has been appointed by the Court. The receipt for distributions by any such person shall fully discharge the Trustee. In determining whether to make distributions, the Trustee may consider other resources of the beneficiary, trust resources and the future needs of the beneficiary during the term of the trust.
- (b) This separate trust shall terminate and vest absolutely when the beneficiary attains age twenty-one (21) and there is no other provision of this Trust Agreement specifically controlling such distribution, dies, or when the trust assets are exhausted by discretionary distributions. At such termination, the Trustee shall distribute the trust then on hand to the beneficiary or to the beneficiary's estate if the trust terminated at the beneficiary's death.

(2) *Substance Abuse Dependence.* If the Trustee reasonably believes that a beneficiary of any trust created under this Agreement is a person who routinely or frequently uses or consumes any illegal drugs or other illegal chemical substance so as to be physically or psychologically dependent upon that drug or substance; or, is a person who is clinically dependent upon the use or consumption of alcohol or any other legal drug or chemical substance that is not prescribed by a board certified medical doctor or

psychiatrist in a current program of treatment supervised by that doctor or psychiatrist; and, if the Trustee reasonably believes that, as a result of the use or consumption, the beneficiary is incapable of caring for himself or herself or is likely to dissipate the beneficiary's financial resources, the Trustee shall follow the procedures set forth below.

- (a) The Trustee will request the beneficiary to submit to one or more examinations (both physical and psychological) determined to be appropriate by a board certified medical doctor or psychiatrist selected by the Trustee. The Trustee will request the beneficiary to consent to full disclosure by the examining doctor or facility to the Trustee of the results of all the examinations. The Trustee will maintain strict confidentiality of those results and will not disclose those results to any person other than the beneficiary without the beneficiary's written permission. The Trustee may totally or partially suspend all distributions otherwise required or permitted to be made to that beneficiary until the beneficiary consents to the examination and disclosure to the Trustee.
- (b) If, in the examining doctor's or psychiatrist's opinion, the examination indicates current or recent use of a drug or substance as described above, the beneficiary will consult with the examining doctor or psychiatrist to determine an appropriate method of treatment for the beneficiary. Treatment may include counseling or treatment on an in-patient basis in a rehabilitation facility. If the beneficiary consents to the treatment, the Trustee will pay the costs of treatment directly to the provider of those services from the income or principal otherwise authorized or required to be distributed to the beneficiary.
- (c) If the examination indicates current or recent use of a drug or substance as described above, all mandatory distributions and all withdrawal rights from the trust with respect to the beneficiary during the beneficiary's lifetime (including distributions upon termination of the trust for reasons other than the death of the beneficiary) will be suspended until in the case of use or consumption of an illegal drug or illegal substance, examinations indicate no such use; and, in all cases of dependence, until the Trustee, in the Trustee's judgment, determines that the beneficiary is fully capable of caring for himself or herself and is no longer likely to dissipate his or her financial resources.
- (d) While mandatory distributions are suspended, the trust will be administered as a discretionary trust to provide for the beneficiary according to the provisions of the trust providing for discretionary distributions in the Trustee's discretion and those provisions of the trust relating to distributions for the beneficiary's health, education, maintenance and support.
- (e) When mandatory distributions to and withdrawals by the beneficiary are resumed, the remaining balance, if any, of the mandatory distributions that

were suspended may be distributed to the beneficiary at that time and the balance of any rights of withdrawal by the beneficiary shall be immediately exercisable by the beneficiary. If the beneficiary dies before mandatory distributions or rights of withdrawal are resumed, the remaining balance of such beneficiary's share shall be distributed in the manner hereinafter set forth for the distribution of such beneficiary's share in the event such beneficiary did not survive the survivor of us.

- (f) It is not our intent to make the Trustee (or any doctor or psychiatrist retained by the Trustee) responsible or liable to anyone for a beneficiary's actions or welfare. The Trustee has no duty to inquire whether a beneficiary uses drugs or other substances. The Trustee (and any doctor or psychiatrist retained by the Trustee) will be indemnified from the trust for any liability in exercising its judgment and authority under this Agreement, including any failure to request a beneficiary to submit to medical examination and including a decision to distribute suspended amounts to a beneficiary.

(3) *Special Needs Trust.* If the Trustee reasonably believes that a beneficiary of any trust created under this Agreement is a person who is incapacitated, or is a person whose financial circumstances are such that failure to delay distributions will actually reduce the trust benefits to such person, the Trustee shall hold the distribution for such beneficiary in further trust hereunder (hereinafter referred to as the "Discretionary Trust") on the following terms and conditions:

- (a) The primary purpose of this Discretionary Trust is to provide a supplemental and emergency fund to supplement any public benefits available to such beneficiary during his or her lifetime. It is our intent that the assets of this Discretionary Trust shall, to the fullest extent permitted by law, be free from assignment or collection for the satisfaction of the claims of any creditors or government agencies. If this Discretionary Trust were to be invaded by creditors or subject to any liens or encumbrances, or if the terms of this Discretionary Trust were to be applied so as to cause such beneficiary's eligibility for public benefits to be terminated, it is likely that the Discretionary Trust would be depleted before his or her death and the purpose of this Discretionary Trust could not then be fulfilled.
- (b) Until such beneficiary is, in the Trustee's judgment, no longer incapacitated, or such beneficiary's financial situation has changed significantly, the Trustee shall pay over to or for the benefit of such beneficiary as much of the net income and as much of the principal of this Discretionary Trust, up to the whole thereof, as the Trustee, in the Trustee's discretion, from time to time deems necessary or advisable for the satisfaction of such beneficiary's special needs. For this purpose, "special needs" refers to the requisites for maintaining such beneficiary's good health, comfort, safety, and welfare when, in the discretion of the

Trustee, those requisites are not being provided for by any county, state, federal, or other governmental agency, or by any person or persons with a legal obligation to support such beneficiary. "Special needs" shall include, but not be limited to, medical and dental care, special equipment, programs of training, education, rehabilitation, travel needs and recreation not provided for or reimbursed by public benefits. The Trustee shall consult with any guardian, conservator, custodian, or other person who cares for such beneficiary regarding his or her special needs. Expenditures made by the Trustee under this section may include reasonable compensation to any person who provides for the special needs of such beneficiary as provided in this section. Any expenditure permitted by this section may be made either with or without prior court order.

- (c) It is our intent that any payments or distributions from this Discretionary Trust to or for the benefit of such beneficiary shall supplement (but not replace) any public benefits or other private resources available to him or her. The Trustee may, in the exercise of the Trustee's discretion, seek as necessary all available public benefits for such beneficiary's benefit, and shall segregate any public benefits received by the Trustee for that purpose in a separate trust or account and administer the same for the benefit of such beneficiary. All public benefits received by the Trustee for that purpose, together with any other resources available to such beneficiary, shall be taken into account by the Trustee in making payments or distributions to or for the benefit of such beneficiary. The Trustee shall regularly consult with such beneficiary and any persons or entities providing care or assistance to such beneficiary for the purpose of determining such beneficiary's needs and resources. The Trustee shall not exercise the Trustee's discretion to make any payments or distributions to or for the benefit of such beneficiary if the Trustee determines, in the Trustee's discretion, that public benefits, private resources, or a combination of public benefits and private resources are reasonably available to such beneficiary to satisfy those needs.
- (d) No part of the income or principal of this Discretionary Trust shall be used to replace or supplant public benefits of any county or any state, federal, or other governmental agency that has a legal responsibility to serve persons with disabilities or conditions that are the same as or similar to those of such beneficiary. For purposes of determining such beneficiary's eligibility for any public benefits, no part of the principal or undistributed income of the Trust Estate as a whole or this Discretionary Trust shall be considered available to him or her, and he or she shall have no right to compel the Trustee to release principal or income to him or her or for his or her benefit or otherwise to have any access to any of the assets of this Discretionary Trust. In the event that the Trustee is requested to release principal or income of this Discretionary Trust to or on behalf of such beneficiary to pay for any equipment, medication, services, or any other

needs that any public benefits would be authorized to provide for were it not for the existence of this Discretionary Trust, or in the event that the Trustee is requested to petition any court or any administrative agency for authorization to release principal or income for any purpose of that kind, the Trustee is authorized to deny the request and take whatever administrative or judicial steps may be necessary to continue the eligibility of such beneficiary for all available public benefits, including obtaining instructions from a court of competent jurisdiction that the principal of this Discretionary Trust is not available to such beneficiary for purposes of determining his or her eligibility for any public benefits. Any expenses of the Trustees in this regard, including reasonable attorney's fees, shall be a proper charge to this Discretionary Trust.

- (e) If any payment or distribution from this Discretionary Trust to or for the benefit of such beneficiary would have the effect of disqualifying him or her for any public benefits, or if all income of this Discretionary Trust cannot be completely utilized for his or her special needs, the Trustee shall accumulate the trust income annually and add it to principal.
- (f) The discretion of the Trustee shall not be subject to review by such beneficiary, his or her creditors and/or any governmental agency. Notwithstanding any other provision of this instrument, if the existence of this Discretionary Trust or if any change in any law, regulation or rule relating to this Discretionary Trust or the administration of this Discretionary Trust for the benefit of such beneficiary should at any time have the effect of disqualifying him or her for any public benefits, or if such beneficiary, his or her creditors and/or any governmental agency shall ever bring any court action to force or require the Trustee to distribute to or for the benefit of such beneficiary a greater amount of income and/or principal than the Trustee, in the Trustee's discretion, has determined to be appropriate, the Trustee is authorized (but not required) to terminate this Discretionary Trust and distribute the trust principal and income as provided in subsection (g); we request that any person who takes any part of the assets of this Discretionary Trust as the result of this termination power, conserve and manage such property for the benefit of such beneficiary during his or her lifetime to insure that he or she receives sufficient funds for his or her living needs when public benefits are unavailable or insufficient to satisfy those needs. This request is precatory, however, and is not mandatory.
- (g) At such beneficiary's death, the Trustee shall distribute this Discretionary Trust, as then constituted, in the manner hereinafter set forth for the distribution of such beneficiary's share in the event such beneficiary did not survive the survivor of us.

(4) *Creditor's Claims and Divorce.* In the event a beneficiary of any trust created under this Trust Agreement has a judgment or other creditor's claim pending or outstanding or is in the process of a marital dissolution, the Trustee may, in the Trustee's discretion, suspend any mandatory distributions and withdrawal rights until such time as the marital dissolution is completed or the judgment or other creditor's claim has been addressed so as not to deplete the assets of the beneficiary's trust. While mandatory distributions and withdrawal rights are suspended, the trust for such beneficiary will be administered as a discretionary trust to provide for the beneficiary according to those provisions of the trust relating to distributions for the beneficiary's health, education, maintenance and support. When mandatory distributions to and withdrawals by the beneficiary are resumed, the remaining balance, if any, of the mandatory distributions that were suspended may be distributed to the beneficiary at that time and the balance of any rights of withdrawal by the beneficiary shall be immediately exercisable by the beneficiary. If the beneficiary dies before mandatory distributions or rights of withdrawal are resumed, the remaining balance of such beneficiary's share shall be distributed in the manner hereinafter set forth for the distribution of such beneficiary's share in the event such beneficiary did not survive the survivor of us.

(5) *Tax Savings Provisions.* Notwithstanding the provisions of the preceding subparagraphs or any other provision of this Agreement, the Trustee shall not suspend any mandatory distributions required for a trust to qualify, in whole or in part, for any Federal or state marital deduction or charitable deduction. Finally, nothing herein shall prevent a distribution mandated by the provisions hereof relating to the Maximum Duration of Trusts.

2.L. **Conflict Resolution and Severability.** In order to save the cost of court proceedings and promote the prompt and final resolution of any dispute with regard to the interpretation of this Trust Agreement or the administration or distribution of our trust, we direct that any such dispute shall be settled by arbitration administered by the American Arbitration Association under its Arbitration Rules for Wills and Trusts then in effect. Nevertheless, the following matters shall not be arbitrable: (1) questions regarding the competency of either of us; or (2) attempts to remove a fiduciary. In addition, arbitration may be waived by all *sui juris* parties in interest.

The arbitrator(s) shall be a practicing lawyer licensed to practice law in the State of California (or such other state whose laws then govern this Trust Agreement) and whose practice has been devoted primarily to wills and trusts for at least ten (10) years. The arbitrator(s) shall apply the substantive law (and the law of remedies, if applicable) of the State of California (or such other state whose laws then govern this Trust Agreement). The arbitrator's decision shall not be appealable to any court, but shall be final and binding on any and all persons who have or may have an interest in this Trust Agreement, including unborn or incapacitated persons, such as minors or any person for whom a conservator has been appointed or any other protective order has been made.

Further, if any provision of this Trust Agreement is invalid, that provision shall be disregarded, and the remainder of this Trust Agreement shall be construed as if the invalid provision had not been included.

2.M. **Uneconomical Administration.** No other provision of this trust to the contrary, if at any time a share or trust being administered for any income beneficiary or group of income beneficiaries other than the survivor of us has such fair market value as to make the continued administration of the share or trust uneconomical as determined by the Trustee in the Trustee's sole discretion, the Trustee may pay the entire balance of such share or trust to the person or persons then entitled to the income therefrom, in proportion to their interests therein.

ARTICLE III

TRUSTEESHIP

3.A. **Appointment of Trustee.** If there is no Trustee acting hereunder, then a majority of the adult beneficiaries shall appoint a successor Trustee or co-Trustees by an instrument in writing, which appointment must be effective upon the date the last Trustee fails to qualify or ceases to act; provided however, if the Trustee who is being replaced was not related or subordinate (within the meaning of §672(c) of the Code) to the beneficiaries holding this power to appoint, the power to appoint a new Trustee or co-Trustees shall be limited to the appointment of a Trustee (or of co-Trustees) who is also not related or subordinate (within the meaning of §672(c) of the Code) to the beneficiaries holding this power to appoint. For purposes of this Paragraph, "beneficiaries" shall exclude charitable organizations.

3.B. **Resignation.** Any Trustee may resign at any time by giving written notice to us, if living, or the survivor of us, and thereafter to the other Trustees, if any, and, if not, to all the beneficiaries. Any such notice shall become effective as agreed by us or the majority of the beneficiaries, but no later than thirty (30) days after such written notice. Notwithstanding the foregoing, the Trustee may, at the expense of any trust created hereunder, secure the appointment of a successor Trustee of such trust by a court of competent jurisdiction.

3.C. **"Foreign Trust" Savings Provision.** It is our intent that all trusts created by this Trust Agreement qualify as "United States Persons" under §7701(a)(30)(E) of the Code, and one or more United States Persons (as defined in §7701(a)(30)(A) through (C) of the Code) shall always have the authority to control all substantial decisions under this Trust Agreement. Any power, fiduciary or otherwise, to the extent such power is a power to make a "substantial decision" (as defined in Treasury Regulation §301.7701-7) which, by the terms of this Trust Agreement, would otherwise be held by a person who is not a "United States Person," shall be only exercised by the Trustee, co-Trustee or Special Trustee (as hereinafter defined) who is a United States Person. Furthermore, any person who does not reside in one of the fifty (50) states of the United States or the District of Columbia shall be deemed to not be a "United States Person" for the application of this provision.

3.D. **Liability.** No successor Trustee shall be under any obligation to examine the accounts of any prior Trustee, and a successor Trustee shall be exonerated from all liability arising from any prior Trustee's acts or negligence. It is our intention that any Trustee serving hereunder shall be accountable only from the date such Trustee actually receives the assets of the trust.

3.E. No Bond Required. No bond shall be required of any person or institution named in this Trust Agreement as the Trustee.

3.F. Compensation. A Trustee shall be entitled to receive, out of the income and principal of the trust, compensation for its services hereunder to be determined, if a corporate Trustee, by the application of the current rates then charged by the Trustee for trusts of a similar size and character, and, if the Trustee shall be an individual, such compensation shall be a reasonable fee based on the time and effort of the Trustee. The Trustee shall also be entitled to reimbursement for all travel and other necessary expenses incurred in the discharge of the Trustee's duties. The Trustee may impose any Trustee fees or other expenses of the trust against the principal or income of the trust without any duty to seek reimbursement from the interest not charged.

3.G. Reports. While either of us is living and if we are not acting as the Trustee or as a co-Trustee, the Trustee shall render an annual accounting to us unless we have waived such accounting and, to the greatest extent permitted by law, the requirement for any notice, accounting and/or report to any other beneficiary shall be waived. If both of us are or if the survivor is incapacitated, such accounting shall be given to our legal conservator or, if no such conservator has been appointed, to our representative payee for Social Security purposes. After the death of the survivor of us, the Trustee shall render an annual accounting to each beneficiary, except as such reporting shall be waived by such beneficiary; provided however, if the only beneficiary then-entitled to an accounting is also the sole Trustee, the Trustee shall render an annual accounting to each qualified beneficiary, except as such reporting shall be waived by such qualified beneficiary.

(1) If beneficiaries entitled to an accounting are minors, their accounting shall be delivered to their parents or guardian. If beneficiaries entitled to an accounting are incapacitated, their accounting shall be delivered to their legal representative;

(2) Unless the accounting is objected to in writing within one hundred and eighty (180) days after mailing to the persons to whom the accounting is to be rendered, the account shall be deemed final and conclusive in respect to all transactions disclosed in the accounting. The accounting shall be binding on all persons interested in the trust, including beneficiaries who are not known or who are not yet born; and,

(3) The records of the Trustee shall be open at all reasonable times to inspections. The Trustee shall not be required to make any reports or accountings to the courts; however, nothing herein stated shall be deemed to restrict the Trustee from seeking judicial approval of the Trustee's accounts.

3.H. Payments to Beneficiaries.

(1) The Trustee shall pay the net income of any trust hereunder to the beneficiary to whom such income is directed to be paid, at such times as shall be convenient to such beneficiary and agreed to by the Trustee;

(2) Any income and/or principal of any trust hereunder to which any beneficiary may be entitled may, without regard to any order or assignment purporting to transfer the same to any other person, be paid or distributed by the Trustee, in the Trustee's sole discretion, into the hands of such beneficiary, or to the guardian of the person of such beneficiary, or be mailed to such beneficiary's last known address, or deposited to the account of such beneficiary in a bank or trust company of good standing, or be applied for the benefit of such beneficiary and his or her dependents directly by the Trustee; and the receipt for any payment or distribution or evidence of the application of any income or principal made in conformity with the foregoing shall discharge the Trustee from any further liability therefore; and,

(3) Unless the Trustee shall have received actual written notice of the occurrence of an event affecting the beneficial interests of this Trust Agreement, the Trustee shall not be liable to any beneficiary of this Trust Agreement for distribution made as though the event had not occurred.

3.I. Division of Trust Fund. There shall be no requirement for the physical segregation or division of any trusts created hereunder except as segregation or division may be required by the termination of any of the trusts, but the Trustee shall keep separate accounts for the different undivided interests.

3.J. Trustee Authority.

(1) Subject to state law, a Trustee may appoint an "Attorney-in-Fact" and delegate to such agent the exercise of all or any of the powers conferred upon a Trustee and may at pleasure revoke such appointment. Any such appointment shall be made by a written, acknowledged instrument.

(2) No purchaser from or other person dealing with the Trustee shall be responsible for the application of any purchase money or thing of value paid or delivered to the Trustee, and the receipt by the Trustee shall be a full discharge; and no purchaser or other person dealing with the Trustee and no issuer, or transfer agent, or other agent of any issuer of any securities to which any dealings with the Trustee should relate, shall be under any obligation to ascertain or inquire into the power of the Trustee to purchase, sell, exchange, transfer, mortgage, pledge, lease, distribute or otherwise in any manner dispose of or deal with any security or any other property held by the Trustee or comprised in the trust.

(3) Prior to delivering the trust fund to a successor Trustee or to making any partial or complete distribution of principal hereunder (other than a distribution that is made in the exercise of the Trustee's discretion and does not terminate the trust), the Trustee may require an approval of the Trustee's accounts and a release and discharge from all beneficiaries having an interest in the distribution. If any beneficiary or beneficiaries shall refuse to provide a requested release and discharge, the Trustee may require court settlement of such accounts; all of the Trustee's fees and expenses (including attorneys'

fees) attributable to court approval of such accounts shall be paid by the trust involved to the extent that the accounts are approved.

(4) The certification of a Trustee and/or Attorney-in-Fact that such Trustee and/or agent is acting according to the terms of this Trust Agreement shall fully protect all persons dealing with such Trustee and/or agent.

(5) In the event any Trustee hereunder is precluded by any other provision of this Trust Agreement or by the laws of any state from acting as a Trustee in such state, the Trustee may appoint a "Special Trustee" qualified to act and may delegate to such Special Trustee the exercise of all or any of the powers conferred upon a Trustee hereunder. A Special Trustee shall in no way be responsible for the matters not delegated to it. Any appointment of a Special Trustee and the delegation of powers to such Special Trustee shall be made by a written, acknowledged instrument.

(6) At any time and from time to time, a Trustee may delegate to any co-Trustee any or all of the delegating Trustee's powers and authorities conferred upon such Trustee by law or by this Trust Agreement; provided however, that a power or authority which is specifically conferred upon a Trustee (to the exclusion of any other Trustee or any other person or entity) shall not be delegated. The delegating Trustee may at pleasure revoke such delegation. Any delegation or revocation shall be made by a written, acknowledged instrument which shall be delivered to the person or entity to whom the delegation is made. So long as any such delegation is in effect, any power or authority hereby delegated may be exercised by the person or entity to whom such delegation was made and any action may be taken by such person or entity to whom such delegation was made with the same force and effect as if the Trustee delegating such power or authority had itself joined in the exercise of such power or authority in the taking of such action.

(7) If co-Trustees are acting, whenever there shall be a dispute, deadlock or difference of opinion between them on a question of joint discretion, the determination of the majority shall be binding, but the dissenting Trustee or co-Trustees shall bear no liability or accountability for any act or transaction entered into as a result of the enforcement of the majority rule if such Trustee or co-Trustees shall have dissented in writing in advance of such act or transaction. If only two co-Trustees are acting, whenever there shall be a dispute, deadlock or difference of opinion between them on a question of joint discretion on which they cannot agree, such conflict shall be settled by arbitration in the manner hereinabove set forth in Paragraph 2.L.; provided however, prior to submitting any such conflict to arbitration, the co-Trustees must first attempt to resolve the conflict through formal mediation

3.K. Release of Healthcare Information, including HIPAA Authority. We intend for the Trustee to be treated as we would regarding the use and disclosure of our individually identifiable health information or other medical records. This release authority applies to any information governed by the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), 42 USC 1320d and 45 CFR 160-164, and the California Confidentiality of Medical Information Act ("CMIA"), California Civil Code §56. We authorize any physician, healthcare

professional, dentist, health plan, hospital, clinic, laboratory, pharmacy or other covered health provider, any insurance company or medical information bureau or other health care clearinghouse that has provided treatment or services or that has paid for or is seeking payment from either of us for such services to give, disclose, and release, either orally or in writing, to the Trustee or Trustees, without restriction, all of our individually identifiable health information and medical records regarding any past, present or future medical or mental health condition. For the purpose of complying with §56.11 of the California Civil Code, we have each executed a form entitled **AUTHORIZATION AND WAIVER FOR THE INSPECTION AND DISCLOSURE OF INFORMATION RELATING TO MY PHYSICAL OR MENTAL HEALTH** concurrently herewith.

The authority given to the Trustee shall supersede any prior agreement that we have made with either of our health care providers to restrict access to or disclosure of our individually identifiable health information. The authority given to the Trustee has no expiration date and shall expire only in the event that either of us revokes the authority in writing and delivers such revocation to our health care providers.

3.L. Life Insurance. Upon the death of either of us, the Trustee shall proceed immediately to collect the net proceeds of policies, if any, on our lives which are then payable to the Trustee and shall hold such proceeds for the purposes and upon the trusts provided in Article VI of this Trust Agreement. Payment to the Trustee by an insurance company of the proceeds of such policies and receipt of such proceeds by the Trustee shall be a full discharge of the liability of such insurance company with respect to such proceeds, and no insurance company need inquire into or take notice of this Trust Agreement or see to the application of such payments. The Trustee may prosecute and maintain any litigation necessary to enforce payment of such policies.

3.M. Retirement Accounts. To the extent any trust hereunder is the beneficiary of a Retirement Account (as hereinafter defined), the Trustee shall draw the benefits from the Retirement Account in amounts sufficient to meet the minimum distribution requirements of §401(a)(9) of the Code and the regulations thereunder (the "Required Minimum Distribution"). Notwithstanding any provision of the trust to the contrary, the Required Minimum Distribution shall be paid to or applied for the benefit of the person or persons then entitled to receive or have the benefit of the income from such trust, or if there is more than one income beneficiary, the Trustee shall make such distribution to such income beneficiaries in the proportion in which they are beneficiaries or if no proportion is designated in equal shares to such beneficiaries.

(1) "Retirement Account" means amounts held in or payable pursuant to a plan (of whatever type) qualified under Code §401, or an individual retirement arrangement under Code §408, or a Roth IRA under Code §408A, or a tax-sheltered annuity under Code §403 or any other benefit subject to the distribution rules of Code §401(a)(9), or the corresponding provisions of any subsequent federal tax law. It is our intention that this trust qualify as a "conduit trust" under Code §401(a)(9) so that the trust's beneficiaries shall be considered designated beneficiaries for purposes of the minimum distribution rules, and that distributions may therefore be taken over the trust beneficiary's life expectancy (or the life expectancy of the oldest trust beneficiary).

(2) The Retirement Accounts shall not be subject to the claims of any creditor of either of our estates, they shall not be used for the satisfaction of any distributions to a "non-designated beneficiary" (as that term is defined in Treas. Reg. §1.401(a)(9)-4, Q&A 1) and they shall not be applied to the payment of the debts, taxes of either of us or other claims or charges against either of our estates unless and until all other assets available for such purposes have been exhausted, and even then only to the minimum extent that would be required under applicable law in the absence of any specific provision on this subject in this Trust, and, under no circumstances, shall they be used for such purpose after September 30th of the year following the death of the owner of the Account.

3.N. **Powers of Invasion.** A discretionary power given to a Trustee of any trust created hereunder to invade or utilize the principal of such trust for "health, support, maintenance or education" (or a similar use of such terms) shall be considered to be in compliance with §§2041 and 2514 of the Code and any exercise of such power shall be limited by those sections. Notwithstanding §16081(c) of the California Probate Code, any other discretionary power given to a Trustee of any trust created hereunder to invade or utilize the principal of such trust for any other purpose shall be deemed to be a broader power if a clear reading of the terms of such power would so indicate. Further, notwithstanding §16081(c) of the California Probate Code, any discretionary power to make distributions of income or principal of any trust created hereunder which is given to a current beneficiary as sole Trustee is specifically intended to be given to such sole Trustee and the right of any other beneficiary to have another Trustee appointed for the purpose of making such discretionary distributions is hereby specifically waived.

3.O. **Release of Powers.** Each Trustee shall have the power to release or to restrict the scope of any power that such Trustee may hold in connection with any trust created under this Trust Agreement, whether said power is expressly granted in this Trust Agreement or implied by law. The Trustee shall exercise this release in a written instrument specifying the powers to be released or restricted and the nature of any such restriction. Any released power shall pass to and be exercised by the other then-acting Trustees.

ARTICLE IV

TRUSTEE'S POWERS

Subject to the provisions and limitations set forth expressly herein, the Trustee shall have, in general, the power to do and perform any and all necessary acts and things in relation to the trust in the same manner and to the same extent as an individual might or could do with respect to his or her own property. No enumeration of specific powers made herein shall be construed as a limitation upon the foregoing general powers, nor shall any of the powers conferred herein upon the Trustee be exhausted by the use thereof, but each shall be continuing. In addition to the above, the Trustee shall have all of the powers authorized by §§16200, *et seq.*, of the California Probate Code (as though such powers were set forth herein) and, in addition, the Trustee is specifically authorized and empowered to exercise those powers hereinafter set forth in Exhibit "A" (attached hereto and incorporated herein by reference as though fully set forth).

ARTICLE V
OUR RETAINED POWERS

5.A. Revocation. During our joint lifetimes, this Trust Agreement may be revoked in whole or in part by an acknowledged instrument in writing signed by either of us which shall refer to this Trust Agreement and to this specific power and which shall be delivered to the then-acting Trustee and the other spouse. In the event of such revocation, the jointly owned property and/or the community estate (as hereinabove defined) held by the trust shall revert to both of us as if this Trust Agreement had not been created and any separate property held by the trust shall revert to the spouse who contributed such separate property and shall constitute spouse's separate property as if this Trust Agreement had not been created.

5.B. Amendment. We may, at any time during our joint lifetimes, amend any of the terms of this Trust Agreement by an acknowledged instrument in writing signed by both of us which shall refer to this Trust Agreement and to this specific power and which shall be delivered to the then-acting Trustee.

5.C. Revocation and Amendment after the First Death.

- (1) On the death of the first of us, the surviving spouse shall have the power to amend, revoke, or terminate the entire trust in whole or in part.
- (2) Revocation and amendment shall be made in the manner as herein above provided in Paragraphs 5.A. and 5.B.
- (3) After the death of the surviving spouse, the trust may not be amended or revoked.

5.D. Powers Personal to Us. Our powers to revoke or amend this Trust Agreement are personal to us and shall not be exercisable on our behalf by any conservator or other person, except the revocation or amendment may be authorized, after notice to the Trustee, by the Court that appointed a conservator and/or a guardian of either of us. Notwithstanding the previous sentence, in the event that either of us appoint an "Attorney-in-Fact," we reserve the right to confer upon such Attorney-in-Fact the power (1) to add property to the trust with the consent of the Trustee; (2) by written instrument delivered to the Trustee, to withdraw any property held hereunder (to the extent that we would individually have that power); and, (3) if specifically authorized in such appointment, by written instrument delivered to the Trustee, to modify or amend or revoke the trust (provided that the duties of the Trustee may not be increased or the Trustee's fees reduced without the consent of the Trustee). Any such appointment shall be made by a written, acknowledged instrument.

5.E. Tangible Personal Property. While either of us is living, we reserve the right to retain the control, use and possession of any or all of the tangible personal property included in the trust. We expressly limit the Trustee's responsibility with respect to the property so retained to the Trustee's function as the holder of legal title until we (or the survivor of us) surrender our right to the use and possession of any such property or until the death of both of us. In addition, we shall have the right, exercisable by written notice to the Trustee on terms specified by us, to

direct the sale, transfer, gift or other disposition of any such property, with or without consideration, and the Trustee shall take all actions necessary to comply with the terms of such notice. In the event we surrender any such property to the Trustee, or upon our deaths, the Trustee shall take possession, preserve and maintain such property. The Trustee shall be responsible and accountable only for that tangible personal property which is actually in the Trustee's possession or control or, if retained by us, is found by application of reasonable diligence at the death of the survivor of us or at such time that the Trustee asserts control.

5.F. Residential Property. We reserve the right to have complete and unlimited, possession, use and control of any real property which may ever constitute an asset of the trust estate and which is occupied by us for residential purposes, thereby retaining the requisite beneficial interest and possessory rights in and to such real property to comply with the "Homestead" laws of the State in which such property is located, so that such requisite beneficial interest and possessory rights constitute in all respects "equitable title to real estate". Notwithstanding anything to the contrary contained in this Trust Agreement, our interest in such real property shall be an interest in real property, and not personalty, and such real property shall be deemed to be our homestead; such use and control shall be without rent or other accountability to the Trustee. As part of such use and control, we, and not the Trustee, shall have the responsibility to manage such property, pay taxes, insurance, utilities and all other charges against the property, and may, at our option, charge such expenses to the trust, or may request reimbursement for any advances made for such purposes.

In the event any real property is encumbered or conveyed as security for repayment of a Home Equity Conversion Mortgage loan (or any form of "Reverse Mortgage" loan) to us, or the survivor of us, the Trustee shall ensure that the trust will abide by written instruments or agreements which either of us have executed in connection with any such loan; further, the Trustee will immediately notify the lender and any servicer of the loan, in writing, of any of the following events:

- (1) The death of the survivor of us;
- (2) Any change of occupancy by the survivor of us;
- (3) Any conveyance of the property; or,
- (4) Any transfer of any beneficial interest in the property.

ARTICLE VI

DISPOSITION OF TRUST FUND

6.A. Trustee's Basic Duties. During the term of this Trust Agreement, the Trustee shall hold, manage, invest and reinvest the trust fund, collect the income and profits from it, pay the necessary expenses of trust administration, and distribute the net income and principal as provided in this ARTICLE VI.

6.B. Disposition During Our Joint Lifetimes. During our joint lifetimes, we shall be equally entitled to the entire net income of the jointly owned property and/or the community estate (as hereinabove defined) held by the trust. At the written request of both of us, the Trustee shall pay to either spouse so much of the principal of the jointly owned property and/or the community

estate held by the trust as we shall request or shall make such gratuitous transfers of the principal of the jointly owned property and/or the community estate held by the trust as we both shall direct. During our joint lifetimes, the Trustee shall also pay to each party, or shall apply for such spouse's benefit, the entire net income of such spouse's separate property (if any) held by the trust. At the written request of the spouse who contributed any separate property to the trust, the Trustee shall pay to such spouse so much of the principal of such separate property as he or she shall request. In the absence of any specific direction, the Trustee is also authorized to pay over or apply the net income and/or the principal of the trust for the support and maintenance of any person or persons who is dependent upon our financial support; further, the Trustee may also make gifts in favor of our issue, and any spouse of such issue. In this context, a gift "in favor of" a person includes but is not limited to a gift to a trust, an account under the Uniform Transfers to Minors Act of any jurisdiction, and a Tuition Savings Account or Prepaid Tuition Plan as defined under §529 of the Code. Provided however, the aggregate amount of any gifts made in any one calendar year to any one individual shall not exceed the amount that may be made free of federal gift tax.

6.C. Disposition During Incapacity. If at any time during our joint lifetimes, the Trustee determines that either of us has become physically or mentally incapacitated, whether or not a court of any jurisdiction has declared that person in need of a conservator, the Trustee shall pay to the other of us, or apply for the benefit of either of us, first from the jointly owned property and/or the community estate (as hereinabove defined) held by the trust, and then equally from our separate estates, the amounts of net income and principal necessary in the Trustee's discretion for the proper health, support, and maintenance of both of us in accordance with our accustomed manner of living at the date of such incapacity, until the incapacitated spouse is again able to manage his or her own affairs, or until the earlier death of such incapacitated spouse. The non-incapacitated spouse may also withdraw from time to time accumulated trust income and principal of the jointly owned property and/or the community estate held by the trust. In addition to payments for our benefit, the Trustee is specifically authorized to initiate or continue any payments to a dependent person in the manner hereinabove set forth in Paragraph 6.B.; the initiation, continuation, amount and extent of such support shall be in the Trustee's sole and absolute discretion. The Trustee shall accumulate any of the net income not so paid over and/or applied and shall add the same to the principal of the jointly owned property and/or the community estate or the separate estate, as the case may be.

As a guide to the Trustee, it is our intent that we, and the survivor of us, shall remain in our primary residence as long as it is medically reasonable and, if we should need convalescent care, that we be able to return home as soon as it is medically reasonable; the expense of home care shall be of secondary importance. This paragraph is for the guidance of the Trustee only and should not be considered by any third party as a restriction or limitation on the Trustee's powers to manage the trust in the Trustee's absolute discretion.

6.D. Administration of the Trust Fund at the Death of the First of Us. The first of us to die shall be called the "Deceased Spouse" and the survivor of us shall be called the "Surviving Spouse". On the death of the Deceased Spouse, the entire trust fund shall continue in trust for the benefit of the Surviving Spouse, without exception, and with the full power of revocation. During the lifetime of the Surviving Spouse, the Trustee shall pay to him or her, or apply for his

or her benefit, the entire net income from the entire trust fund. At the written request of the Surviving Spouse, the Trustee shall pay to him or her as much of the principal of the entire trust fund as he or she shall request. During the lifetime of the Surviving Spouse, the Trustee, in the Trustee's sole discretion, may additionally pay to or apply for the Surviving Spouse's benefit such principal distributions as the Trustee deems necessary for the Surviving Spouse's health, support, comfort, enjoyment, welfare and maintenance. In addition to payments for the Surviving Spouse's benefit, the Trustee is specifically authorized to initiate or continue any payments to a dependent person in the manner hereinabove set forth in Paragraph 6.B.; the initiation, continuation, amount and extent of such support shall be in the Trustee's sole and absolute discretion. The Trustee shall exercise in a liberal manner the power to invade the principal of the trust fund for the Surviving Spouse, since it is our intent that the comfort, welfare and happiness of the Surviving Spouse is primary and the rights of the remaindermen in the trust shall be considered of secondary importance.

6.E. Deferral of Division or Distribution. Whenever the Trustee is directed to make a distribution of trust assets or a division of trust assets into separate trusts or shares on the death of the survivor of us, the Trustee may, in the Trustee's discretion, defer such distribution or division up to six (6) months after such death. When the Trustee defers distribution or division of the trust assets, the deferred division or distribution shall be made as if it had taken place at the time prescribed in this Trust Agreement in the absence of this Paragraph and all rights given to the beneficiaries of such trust assets under other provisions of this Trust Agreement shall be deemed to have accrued and vested as of such prescribed time; further, the beneficiaries of such trust assets shall be entitled to receive interest on the delayed distribution pursuant to California law (if there is no provision expressly applicable to trusts, then interest shall be paid pursuant to California law applicable to decedents' estates). Upon making distribution of trust assets or a division of trust assets into separate trusts at the death of the Deceased Spouse, the assets shall be valued at the date of distribution or the date of funding the trusts created by this instrument if such date is different than the date of death, and the Trustee shall distribute or divide so as to avoid application of terminable interest rules and regulations.

Further, from time to time during the period between the death of the Deceased Spouse and the funding of any trust which is to come into existence under the terms of this Trust Agreement as a result of the death of the Deceased Spouse, Trustee may, in Trustee's discretion, distribute cash and/or other trust properties, not only to such trust, but also to or for the direct benefit of any individual beneficiary or beneficiaries of such trust (i.e., one to whom distributions of the income of such trust might then be made); provided however, that:

- (1) All such direct distributions to any beneficiary of any such trust shall be in lieu of (and thus credited toward) allocations otherwise required to be made to that trust as provided above; and,
- (2) No distribution which might thus be made to any beneficiary of any such trust shall exceed the amount then remaining to be allocated to that trust, or the amount which might properly be distributed by the trust to that beneficiary under the terms of that particular trust (nor shall it involve any trust assets which are prohibited by any other term of this Trust Agreement from allocation to that trust).

6.F. Authorized Actions at Our Deaths. At and after the death of either of us, the Trustee is authorized and directed to pay over to our executor, administrator, or personal representative so much of the trust fund as such representative shall state in writing is necessary or desirable to provide the estate with funds with which to pay the funeral expenses, debts, cost of administration and/or the taxes on the taxable estate, including taxes which may be imposed upon the probate estate, upon the trust fund and/or upon any property or interest in property, legal or equitable, which is included in the taxable estate, and any such statement of our executor, administrator, or personal representative (regardless of the nature or extent of the assets held in such the estate) shall be binding and conclusive upon the Trustee and upon all persons and corporations having any interest in the trust fund.

(1) If such executor, administrator, or personal representative fails to furnish any such directions or if no such representative is appointed, the Trustee may, in its discretion, pay in whole or in part all debts which are due and enforceable against our estate, the expenses of the last illness, funeral, and administration and all taxes and other governmental charges imposed under the laws of the United States or of any state or country by reason of such death.

(2) Any estate taxes imposed on any trust assets shall be pro-rated among the beneficiaries and/or trusts who actually receive such property in the manner set forth under California law, pursuant to Probate Code §20100, *et seq.*, and any successor statutes and the Code. Further, the Trustee is specifically authorized to recover the payments of any estate taxes attributable to assets not part of the trust fund (or not added to the trust fund following the death of the survivor of us) from the person, persons or entity which received such assets. Provided however:

- (a) No taxes shall be apportioned to, charged against or paid from any retirement plan benefits in which the trust fund acquires an interest as a result of either of us.
- (b) No taxes shall be apportioned to, charged against or paid from any life insurance proceeds or other property passing to the trust fund on either of our deaths in accordance with a beneficiary designation, unless the property would have been liable for estate taxes had the property passed to an individual beneficiary rather than to the trust.
- (c) No taxes shall be apportioned to, charged against or paid from any tangible personal property or specific cash gifts made by us under our respective Wills or under this Trust Agreement.
- (d) No taxes shall be apportioned to, charged against or paid from any gift made to a charitable organization that qualifies for a charitable deduction under §2055 of the Code.

- (e) No taxes shall be apportioned to, charged against or paid from any property qualifying for the marital deduction under §2056 of the Code.
- (f) No taxes shall be apportioned to, charged against or paid from any other property excluded from the imposition of estate taxes by reason of any exemption, exclusion, or deduction applicable to the property, or because of (i) provisions of our respective Wills or this Trust Agreement that expressly exclude the property from taxation; (ii) the relationship between the deceased and the beneficiary of the property; or (iii) the character of the property. All such property shall pass free of estate taxes.
- (g) All estate taxes imposed on property includible in either of our gross taxable estates under §2041 of the Code (or an applicable statute for state purposes) by reason of a general power of appointment held by the deceased shall be charged to and paid from the property subject to the power. Further, we direct that the amount of the general power of appointment property equal to the taxes attributable to the value of the property shall be paid to the Trustee, to be held in this trust and used to pay such taxes. The amount of taxes attributable to the property shall equal (i) the amount of all taxes imposed on either of our taxable estates (including the value of the general power of appointment property), less (ii) the amount of all taxes that would have been imposed on the deceased's taxable estate excluding the value of the general power of appointment property. The rules promulgated under §2207 of the Code shall apply in determining the amount of the incremental tax to be paid from the general power of appointment property.
- (h) Any increment in estate taxes attributable to other property in which either of us had a life interest or a term interest that did not end prior to his or her death (including a life estate or life income interest) and which is included in either of our gross taxable estates shall be borne by the holder or recipient of that property.

6.G. Distribution at the Death of the Surviving Spouse. On the death of the Surviving Spouse, the Trustee shall hold, administer and distribute the entire trust fund, as then constituted, all of which is hereafter referred to as the "Trust Estate," as follows:

(1) The Trustee shall divide the rest, remainder and residue of the Trust Estate into two (2) equal shares; one share shall be allocated for Barbara's son TIMOTHY C. JENKINS and one share shall be allocated for Barbara's daughter SHARON L. WOLFF. Each share shall thereafter be held, administered and distributed as follows:

- (a) For each of the above-named beneficiaries then-living, the Trustee shall distribute the principal of that beneficiary's share, plus the accrued income of such share, to the beneficiary for whom such share shall be allocated.

(b) In the event of the death of either beneficiary for whom a share was allocated, the Trustee shall distribute such share (or the undistributed portion thereof) to the then-living issue, by right of representation, of the beneficiary so dying. If such deceased beneficiary shall not be survived by issue, the Trustee shall distribute the deceased beneficiary's share to the other share allocated under this subparagraph.

(2) For all purposes hereunder, we are specifically not making any provision for husband's sons ROBERT DILLER and SCOTT DILLER or for their issue (if any).

Executed on May 15, 2017, in Placer County, California.

Ronald W Keller

RONALD W. KELLER,
Trustor

Barbara L. Keller

BARBARA L. KELLER,
Trustor

I hereby acknowledge receipt of the trust fund, accept the terms of THE KELLER 2017 TRUST, and covenant that I will execute the trust with all due fidelity.

Ronald W Keller

RONALD W. KELLER,
Co-Trustee

Barbara L. Keller

BARBARA L. KELLER,
Co-Trustee

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

STATE OF CALIFORNIA
COUNTY OF PLACER

On May 15, 2017, before me, KIM I. BINGHAM, a Notary Public, personally appeared RONALD W. KELLER and BARBARA L. KELLER, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Kim I. Bingham

Notary Public Signature



Notary Public Seal

I hereby acknowledge receipt of the trust fund, accept the terms of THE KELLER 2017 TRUST, and covenant that I will execute the trust with all due fidelity.


TIMOTHY C. JENKINS
Co-Trustee

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

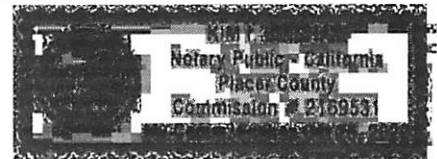
STATE OF CALIFORNIA
COUNTY OF PLACER

On May 13, 2017, before me, KIM J. BINGHAM, a Notary Public, personally appeared TIMOTHY C. JENKINS, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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


WITNESS my hand and official seal.


Notary Signature



Notary Public Seal

I hereby acknowledge receipt of the trust fund, accept the terms of THE KELLER 2017 TRUST, and covenant that I will execute the trust with all due fidelity.


SHARON L. WOLFF
Co-Trustee


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

STATE OF CALIFORNIA
COUNTY OF PLACER

On 5/17/17 before me, Kristen M. Gaser a Notary Public, personally appeared SHARON L. WOLFF who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that he executed the instrument for the purposes and consideration therein expressed, and that the person named in the instrument is the person or the entity upon behalf of which the person named, executed the instrument.

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

WITNESS my hand and official seal.


Kristen M. Gaser

Notary Public Seal



EXHIBIT "A"
OF
THE KELLER 2017 TRUST
STANDARD TRUSTEE POWERS

- (1) **Agreements.** To carry out the terms of any valid agreements which Trustors, or either of them, may have entered into during Trustors' lifetimes regarding property owned by the trust;
- (2) **Asset Title.** To hold securities or other property in the Trustee's name as trustee, or in "street name," or in bearer form;
- (3) **Bank Accounts.** To open and maintain bank accounts in the name of the Trustee with any bank, trust company or savings and loan association authorized and doing business in any State of the United States of America. If more than one Trustee shall be acting, the Trustees may designate one or more of them to conduct banking activities and to make deposits, withdrawals and endorsements upon giving written notice of such designation to the bank, trust company, or savings and loan association in question; and such bank, trust company or savings and loan association shall be protected in relying upon such designation;
- (4) **Contracts.** To enter into contracts which are reasonably incident to the administration of the trust;
- (5) **Deal with Fiduciaries.** To buy from, sell to, and generally deal with the Trustee individually and as a fiduciary;
- (6) **Depreciation Reserve.** The Trustee shall not be required to establish any reserve for depreciation or to make any charge for depreciation against any portion of the income of the trust;
- (7) **Digital Assets.** To access, manage and control any and all forms of electronic communications and/or digital assets in which either of us has an interest. "Digital asset" means an electronic record in which an individual has a right or interest. "Digital asset" does not include an underlying asset or liability unless the asset or liability is itself an electronic record;
- (8) **Divisions and Distributions.** In any case in which the Trustee is required to divide any trust assets into shares for the purpose of distribution (or otherwise), such division may be in kind, including undivided interests in any real property, or partly in kind and partly in money, pro rata or non-pro rata. For such purposes, the Trustee may make such sales of trust assets as the Trustee may deem necessary on such terms and conditions as the Trustee shall deem fit, and to determine the relative value of the securities or other assets so allotted or distributed; the Trustee's determination of values and of the property for such distribution shall be conclusive. The decision of the Trustee in distributing assets in reliance on this paragraph shall be binding, and shall not be subject to challenge by any beneficiary;
- (9) **Indebtedness.** With respect to any indebtedness owed to the trust, secured or unsecured:
 - (a) To continue the same upon and after maturity, with or without renewal or extension, upon such terms as the Trustee deems advisable; and,

(b) To foreclose any security for such indebtedness, to purchase any property securing such indebtedness and to acquire any property by conveyance from the debtor in lieu of foreclosure;

(10) **Invest and Reinvest.** To invest, reinvest, change investments and keep the trust invested in any kind of property, real, personal, or mixed, including by way of illustration but not limitation, oil and gas royalties and interests; precious metals; common and preferred stocks of any corporation; bonds; notes; debentures; trust deeds; mutual funds or common trust funds, including such funds administered by a Trustee; interests in Limited Liability Companies; interests in partnerships, whether limited or general and as a limited or general partner; intending hereby to authorize the Trustee to act in such manner as the Trustee shall believe to be in the best interests of the trust and the beneficiaries thereof. The Trustee is specifically vested with the power and authority to open, operate and maintain securities brokerage accounts wherein any securities may be bought and/or sold on margin, and to hypothecate, borrow upon, purchase and/or sell existing securities in such account as the Trustee shall deem appropriate or useful and, further, while Trustors, or either of them, are acting as a Trustee, such account(s) may deal in commodities, options, futures contracts, hedges, puts, calls and/or straddles (whether or not covered by like securities held in the brokerage account). These powers shall be construed as expanding the "standards of care" rule of the California Trust Code (Division 9 of the California Probate Code beginning with §15000) or in the Uniform Prudent Investor Act (as it may otherwise apply);

(11) **Life Insurance.** To purchase insurance on the life of any person or persons, including the lives of either of us;

(12) **Loans.** To borrow for the trust from any person, corporation or other entity, including the Trustee, at such rates and upon such terms and conditions as the Trustee shall deem advisable, and to pledge and/or hypothecate as security any of the assets of the trust for the benefit of which such loan is made by mortgage, deed of trust or otherwise for the debts of the trust or the debts of either Trustor, or to guarantee the debt of either Trustor; to lend money upon such terms and such conditions as the Trustee deems to be in the best interests of the trust and the beneficiaries thereof, including the lending of money from one trust to any other trust created hereunder and to borrow on behalf of one trust from any other trust created hereunder, and further including the right to lend money to the probate estate (if any) of either Trustor but in such event such loans shall be adequately secured and shall bear the then prevailing rate of interest for loans to such persons or entities for the purposes contemplated;

(13) **Manage and Control.** To manage, control, sell at public or private sale, convey, exchange, partition, divide, subdivide, improve, repair; to grant options and to sell upon deferred payments; to pledge or encumber by mortgage or deed of trust or any other form of hypothecation; to otherwise dispose of the whole or any part of the trust on such terms and for such property or cash or credit, or any combination thereof, as the Trustee may deem best; to lease for terms within or extending beyond the duration of the trust for any purposes; to create restrictions, easements, to compromise, arbitrate, or otherwise adjust claims in favor of or against the trust; to institute, compromise and defend actions and proceedings with respect to the trust; and to secure such insurance, at the expense of the trust, as the Trustee may deem advisable;

(14) **Professional Assistance.** To employ and compensate agents, investment managers, attorneys, accountants, and other professionals deemed by the Trustee to be reasonably necessary for the administration of the trust, and the Trustee shall not be liable for any losses occasioned by

the good faith employment of such professionals, nor shall the Trustee be liable for any losses occasioned by any actions taken by the Trustee in good faith reliance upon any advice or recommendation thereof; to pay all costs, taxes, and charges in connection with the administration of the trust; and to be reimbursed for all reasonable expenses, including attorneys' fees, incurred in the management and protection of the trust and to pay such professionals a reasonable fee without court approval thereof. Any such payment by the Trustee of such fees shall be out of principal or income, as the Trustee may elect, or partially out of each. The discretion of the Trustee to pay these expenses from income or principal, or partially from each, is subject to the Trustee's fiduciary obligation to treat income beneficiaries and remaindermen equitably;

(15) **Purchase.** To purchase property at its fair market value as determined by the Trustee from the probate estate (if any) of either Trustor;

(16) **Qualification for Government Benefits.** The Trustee is authorized to take any actions that the Trustee determines to be appropriate or necessary in connection with the qualification for or receipt of government benefits for either of us, including benefits (whether income, medical, disability, or otherwise) from any agency (whether state, federal, or otherwise), such as Social Security, Medi-Cal, Medicare, or state supplemental programs. In particular, we authorize and direct the Trustee, upon receiving written notice from either of us, the conservator of either of us, or the person holding a Durable Power of Attorney for either of us, to partition all of the community property of the Trust for the purpose of transmuting such community property to be the separate property of either of us. Upon such partition, if one of us is incompetent, the Trustee have the authority to divide our residence and our other assets between us in whatever manner is required to maximize any such government benefits or to maximize the nonincapacitated spouse's "Community Spouse Resource Allowance" ("CSRA") and/or "Minimum Monthly Maintenance Needs Allowance" ("MMMNA") as those terms are defined in the Medicare Catastrophic Coverage Act, as amended, or similar state laws or regulations. We authorize and encourage the Trustee to engage in estate planning, financial planning, Medi-Cal planning, long term care planning and/or asset preservation planning, to such extent and in such manner, as the Trustee shall deem necessary or advisable. Pursuant to this authority and notwithstanding any other provision of this Trust Agreement, the Trustee may also transfer any portion of the Trust Estate without limitation to the beneficiaries hereunder, including the Trustee if the Trustee is one such beneficiary, or to another trust established for the benefit of the beneficiaries hereunder, including the Trustee if the Trustee is one such beneficiary, in the complete discretion of the Trustee, even if doing so may be considered self-dealing. Any transfers made pursuant to this authority shall, for all purposes, be deemed to have been "in my best interest" if: (a) made in accordance with the provisions of this subparagraph; and (b) made in the context of estate planning, financial planning, Medi-Cal planning, long term care planning and/or asset preservation planning pursuant to the recommendations of an attorney-at-law experienced in such matters;

(17) **Receive Assets.** To receive, take possession of, sue for, recover and preserve the assets of the trust, both real and personal, coming to its attention or knowledge, and the rents, issues and profits arising from such assets;

(18) **Retention of Trust Property.** To retain, without liability for loss or depreciation resulting from such retention, any assets received by the Trustee or any property that may from time to time be added to the trust or any trust created hereunder; or any property in which the funds of any trust may from time to time be invested, for such time as the Trustee shall deem best, even though such property may represent a large percentage of the total property of the trust or it would otherwise be considered a speculative or inappropriate investment. This authority

shall be construed as expanding the "standards of care" rule of the California Trust Code (Division 9 of the California Probate Code beginning with §15000) or in the Uniform Prudent Investor Act (as it may otherwise apply); however, this authority shall not supersede any right otherwise granted to the surviving spouse under this Trust Agreement to compel that certain trust assets be made productive;

(19) **Safe Deposit Boxes.** To hire a safe deposit box and/or space in a vault and to surrender or relinquish any such safe deposit box and/or space in a vault;

(20) **Securities.** With respect to any corporation or partnership, the stocks, bonds or interests in which may form a part of the trust estate, to act in the same manner and to exercise any and all powers which an individual could exercise as the legal owner of any such corporate stock or partnership interest, including the right to vote in person or in proxy, or to surrender, exchange or substitute stocks, bonds, or other securities as an incident to the merger, consolidation, recapitalization or dissolution of any of such corporation, or to exercise any option or privilege which may be conferred upon the holders of such stocks, bonds, or other securities, either for the exchange or conversion of the same into other securities or for the purchase of additional securities, and to make any and all payments which may be required in connection therewith;

(21) **Tax Consequences.** To prepare and file returns and arrange for payment with respect to all local, state, federal and foreign taxes incident to this Trust Agreement; to take any action and to make any election, in the Trustee's discretion, to minimize the tax liabilities of this Trust Agreement and its beneficiaries; and,

(22) **General Powers.** To do any and all other acts necessary, proper or desirable for the benefit of the trust and its beneficiaries, and to effectuate the powers conferred upon the Trustee hereunder.

Last Will and Testament

of

Ronald W. Keller

I, Ronald W. Keller, revoke my former Wills and Codicils and declare this to be my Last Will and Testament.

Article I

Nomination of Executor and Executor Powers

I nominate my wife, Barbara L. Keller as the Executor, without bond or security. If such person does not serve for any reason, **I nominate daughter, Sharon L. Wolff to be Executor.** If such person does not serve for any reason, I nominate son, Timothy C. Jenkins, to be Executor.

My Executor, in addition to other powers and authority granted by law or necessary or appropriate for proper administration, shall have the right and power to lease, sell, mortgage, or otherwise encumber any real or personal property that may be included in my estate, without order of court and without notice to any person.

Article II

Disposition of Property

I direct that upon my death, the entirety of my estate be given to wife, Barbara L. Keller. In the event that said wife shall predecease me, then estate shall be distributed to children, Sharon L. Wolff, and Timothy C. Jenkins, in equal shares.

Article III

Living Will Provisions

I direct that upon the opinion of family and/or physicians, my death is imminent, there will be no extreme measures taken to prolong life. I also direct that upon death, my body be cremated and that no formal funeral or memorial service be held.

IN WITNESS WHEREOF, I have subscribed my name below, this 17 day
of April, 2003.

Ronald W Keller

Ronald W. Keller

We, the undersigned, hereby certify that the above instrument, was signed in our sight and presence by Ronald W. Keller (the Testator), who declared this instrument to be his Last Will and Testament and we, at the Testator's request and in the Testator's sight and presence, and in the sight and presence of each other, do hereby subscribe our names and addresses as witnesses on the date shown above.

Witness Signature: Tammy L Empey

Witness Name: Tammy L Empey

Witness Address: 7180 Cascade Valley Ct Suite 180
Las Vegas NV 89128

Witness Signature: Blinda Joiner

Witness Name: BLINDA JOINER

Witness Address: 7180 Cascade Valley Ct Suite 180
Las Vegas NV 89128

Witness Signature: Christina M Asher

Witness Name: CHRISTINA M ASHER

Witness Address: 7180 Cascade Valley Ct Suite 180
Las Vegas NV 89128

Affidavit

STATE OF Nevada
COUNTY OF Clark

Before me, the undersigned, on this day personally appeared Ronald W. Keller, Tammy L. Empey, Belinda Joiner, and Christina Asher, known to me to be the Testator and the witnesses, respectively, whose names are signed to the foregoing instrument. All of these persons were first duly sworn by me. Ronald W. Keller, the Testator, declared to me and to the witnesses, in my presence, that the foregoing instrument is the Testator's Will and that the Testator willingly signed and executed such instrument (or expressly directed another person to sign the instrument for the Testator in the Testator's presence) in the presence of the witnesses, as the Testator's free and voluntary act for the purposes expressed in the instrument. Each of the witnesses declared in the presence and hearing of the Testator that the foregoing instrument was executed and acknowledged by the Testator as the Testator's Will in their presence and that they, in the Testator's presence, hearing and sight and at the Testator's Will in their presence and that they, in the Testator's presence, hearing and sight and at the Testator's request, and in the presence of each other, did subscribe their names to the instrument as attesting witnesses on the date of the instrument. The Testator, at the time of the execution of such instrument, was of full age, of sound mind, and the witnesses were of adult age and otherwise competent to be witnesses.

Ronald W. Keller
Ronald W. Keller, Testator

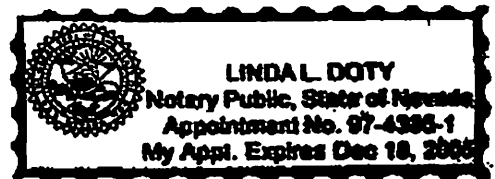
Tammy L. Empey
Witness

Belinda Joiner
Witness

Christina Asher
Witness

Subscribed, sworn to and acknowledged before me by Ronald W. Keller, the Testator; and subscribed and sworn before me by Tammy L. Empey, Belinda Joiner, and Christina Asher, witnesses, this 17th day of April, 2003.

Linda L. Doty
Notary Public, or other officer authorized to take and certify acknowledgements and administer oaths



Last Will and Testament
of
Barbara L. Keller

I, Barbara L. Keller, revoke my former Wills and Codicils and declare this to be my Last Will and Testament.

Article I
Nomination of Executor and
Executor Powers

I nominate my Husband, Ronald W. Keller as the Executor, without bond or security. If such person does not serve for any reason, **I nominate daughter, Sharon L. Wolff to be Executor.** If such person does not serve for any reason, I nominate son, Timothy C. Jenkins, to be Executor.

My Executor, in addition to other powers and authority granted by law or necessary or appropriate for proper administration, shall have the right and power to lease, sell, mortgage, or otherwise encumber any real or personal property that may be included in my estate, without order of court and without notice to any person.

Article II
Disposition of Property

I direct that upon my death, the entirety of my estate be given to husband, Ronald W. Keller. In the event that said husband shall predecease me, then estate shall be distributed to children, Sharon L. Wolff, and Timothy C. Jenkins, in equal shares.

Article III
Living Will Provisions

I direct that upon the opinion of family and/or physicians, my death is imminent, there will be no extreme measures taken to prolong life. I also direct that upon death, my body be cremated and that no formal funeral or memorial service be held.

IN WITNESS WHEREOF, I have subscribed my name below, this 17th day
of April, 2003.

Barbara L. Keller
Barbara L. Keller

We, the undersigned, hereby certify that the above instrument, was signed in our sight and presence by Barbara L. Keller (the Testator), who declared this instrument to be her Last Will and Testament and we, at the Testator's request and in the Testator's sight and presence, and in the sight and presence of each other, do hereby subscribe our names and addresses as witnesses on the date shown above.

Witness Signature: Tommy L. Empey

Witness Name: Tommy L. Empey

Witness Address: 7180 Cascade Valley Ct Suite 180
Las Vegas NV 89128

Witness Signature: PELINDA JOINER

Witness Name: PELINDA JOINER

Witness Address: 7180 Cascade Valley Ct Suite 180
Las Vegas NV 89128

Witness Signature: CHRISTINA IN ASHER

Witness Name: CHRISTINA IN ASHER

Witness Address: 7180 Cascade Valley Ct Suite 180
Las Vegas NV 89128

Affidavit

STATE OF Nevada
COUNTY OF Clark

Before me, the undersigned, on this day personally appeared Barbara L. Keller, Tammy Empey, Belinda Joiner and Christina Asher, known to me to be the Testator and the witnesses, respectively, whose names are signed to the foregoing instrument. All of these persons were first duly sworn by me. Barbara L. Keller, the Testator, declared to me and to the witnesses, in my presence, that the foregoing instrument is the Testator's Will and that the Testator willingly signed and executed such instrument (or expressly directed another person to sign the instrument for the Testator in the Testator's presence) in the presence of the witnesses, as the Testator's free and voluntary act for the purposes expressed in the instrument. Each of the witnesses declared in the presence and hearing of the Testator that the foregoing instrument was executed and acknowledged by the Testator as the Testator's Will in their presence and that they, in the Testator's presence, hearing and sight and at the Testator's Will in their presence and that they, in the Testator's presence, hearing and sight and at the Testator's request, and in the presence of each other, did subscribe their names to the instrument as attesting witnesses on the date of the instrument. The Testator, at the time of the execution of such instrument, was of full age, of sound mind, and the witnesses were of adult age and otherwise competent to be witnesses.

Barbara L. Keller
Barbara L. Keller, Testator

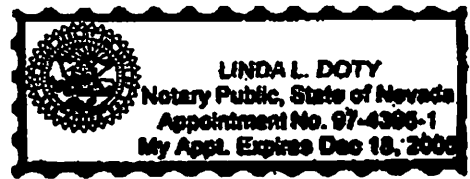
Tammy Empey
Witness

Belinda Joiner
Witness

Christina Asher
Witness

Subscribed, sworn to and acknowledged before me by Barbara L. Keller, the Testator; and subscribed and sworn before me by Tammy L. Empey, Belinda Joiner and Christina Asher witnesses, this 17th day of April, 2003.

Linda L. Doty
Notary Public, or other officer authorized to take and certify acknowledgements and administer oaths



Sharon

From: Barbara Keller <bnrkeller@gmail.com>
Sent: Tuesday, February 09, 2021 3:56 PM
To: Sharon
Subject: Power

Are you suffering a TV outage? Everything else (lights, etc) work fine. We paid our bill, so why are they punishing us ??? Maybe Trump is throwing a tantrum because we don't like him. BFN Love, Mom

Sent from Mail for Windows 10

Sharon

From: Sharon <sharon@riodelltimes.com>
Sent: Tuesday, February 09, 2021 7:19 PM
To: calsmarinepc@gmail.com; calsmarinepc@gmail.com
Subject: Update from today's adventure

So!

How do you find a financial person that you can trust to take over some tasks for Mom and Ron if we are to go down that path? I asked Dad too in case he has any great ideas. I took them to get their shots today which was fine. I wasn't allowed inside the office with them but it was a nice day out so that was fine to sit outside on a bench for a little while. I got them home and then decided to see if I could get on her laptop while I was there and they had no internet. I checked connections, etc. and I asked if they had been having any trouble with their internet recently and mom said no. I rebooted their router, etc. I asked if they have had any problems with their TV which is bundled through Suddenlink with the internet and phone. Mom said no problems and then Ron said they have had some problem recently. I picked up their phone and it was out. They hadn't paid their Suddenlink bill and it was cut off. Mom swears she mailed a check but has no record in the check register. In any case, we paid the bill and got everything back ok. Mom is sure they just pocketed the money she sent them. Ugh! Not a good sign.

In any case, how in the world do you find someone trustworthy during a pandemic? I will ask my coworkers over at APS and Public Guardian if they have any great pointers.

Hope you're all doing ok. How is your health doing? Marylynn was tested and she is a carrier for hemochromatosis which means that both Steve and I are as well. I pretty much knew Steve was but now it's confirmed on our side. For me to have it, both of my parents would have to be carriers. Just something to be aware of but we are definitely going to be more careful about the diet. Old age and an expanding waistline has already taken away most of the good food anyway so what the heck.

I have Friday and Monday off work so yea! There are a bunch of state budget hearings that are painful to watch and fairly pointless but that is my job.

XXXOOO Shari

RE: Bye!

Starck, Nancy <NStarck@co.humboldt.ca.us>

Wed 3/17/2021 9:12 AM

To: Wolff, Sharon <SWolff@co.humboldt.ca.us>

OMG! Thank god they have you. That could have been disastrous. And thank goodness the bank was willing to look for you. They coulda been bastards about that.

Yes, indeed, it is HARD to try to protect/coach – I don't know what the words are – for trying to help parents navigate old age. I can't tell my mother what to do, I can only suggest, nudge and offer – which works maybe 50% of the time.

I found a palliative care provider in buffalo; it costs \$250/month out of pocket, plus insurance copays/deductibles and I finally got my mother to agree to let me pay for all of that (I send her \$400/month for it) but it is a friggin BARGAIN – They sent an MD – not a nurse, or PA, or MA, but an actual MD – out to the house; they did an EKG right there in his lazyboy! Best money I could possibly spend. Just the peace of mind – that she has one phone # to call, its posted next the phones and it doesn't have to be 911 where they would just take him to a hospital to get covid. I wish house-call options like that existed here! My brother is taking the brunt of all the caregiving for sure. He does all the literal heavy lifting. While our mom nit-picks all of his decisions. I sure can't tell my brother what to do – he's there, every day. I'm not. My sister has a ton of snotty opinions and none are helpful. Man, navigating a lifetime of sibling relationships while trying to make a parent comfortable in dying – jeesh. This stuff is hard!! Thank goodness your kids are "grown". Doing both at once is ever harder!

Nancy Starck
Legislative & Policy Manager
Humboldt County DHHS
707-362-6875 (cell)

From: Wolff, Sharon <SWolff@co.humboldt.ca.us>

Sent: Wednesday, March 17, 2021 8:50 AM

To: Starck, Nancy <NStarck@co.humboldt.ca.us>

Subject: Re: Bye!

I finally was able to figure out what my mom was talking about on the phone when she called me about needing to wire transfer money for some reason. They got a call from "Wells Fargo" about some stolen or missing money (not clear on the details they were told) and they had to transfer money to cover the loss or some bs like that. Mom writes notes (guess where I got it from) so she had a bunch of notes about how they needed to send \$17,000 to Hong Kong (I am not kidding here) right away. Thankfully, they got so confused after a bunch of time on the phone with these people that they finally decided to call me. Heaven only knows if they would have sent the money if they still had a car to get to the bank with.

That wasn't all. I tried to get on to their laptop computer to bring up their bank account and make sure there was nothing funky when I found out that mom decided to password protect her laptop. Not the best idea for a person with severe memory problems. She has no idea what she would have set it for and none of the usual passwords worked. We called the bank to check on the account (all looked ok) so at least we can confirm they weren't cleaned out. I will have my computer guru see about getting around that password thing today.

Parenting little kids was easier than parenting parents! At least I had "all encompassing Mom powers" and now I am just the kid trying to tell the grown-up's what to do.

Attachment 5c(2)e

Sharon Wolff
Legislative Analyst
County of Humboldt Dept. of Health & Human Services
707-845-8496 Cell.
swolff@co.humboldt.ca.us

Please print only if necessary and consider double-sided.

For current information about COVID-19, visit [cdc.gov](https://www.cdc.gov) or [cdph.ca.gov](https://www.cdph.ca.gov). Local information is available at humboldt.gov, or during business hours by emailing covidinfo@co.humboldt.ca.us or calling 707-441-5000.

Facebook: [@HumCoCOVID19](https://www.facebook.com/HumCoCOVID19),

Instagram: [@HumCoCOVID19](https://www.instagram.com/HumCoCOVID19),

Twitter: [@HumCoCOVID19](https://twitter.com/HumCoCOVID19), and

Humboldt Health Alert: humboldt.gov/HumboldtHealthAlert

From: Starck, Nancy <NStarck@co.humboldt.ca.us>
Sent: Tuesday, March 16, 2021 2:02 PM
To: Wolff, Sharon <SWolff@co.humboldt.ca.us>
Subject: RE: Bye!

No problem.

I have a call with my dad's palliative care at 4, so I'll off for the day then.

Nancy Starck
Legislative & Policy Manager
Humboldt County DHHS
707-362-6875 (cell)

From: Wolff, Sharon <SWolff@co.humboldt.ca.us>
Sent: Tuesday, March 16, 2021 1:49 PM
To: Starck, Nancy <NStarck@co.humboldt.ca.us>
Subject: Bye!

I have to go to my Mom's house now. Will be back as soon as I can.

Sharon Wolff
Legislative Analyst
County of Humboldt Dept. of Health & Human Services
707-845-8496 Cell.
swolff@co.humboldt.ca.us

Please print only if necessary and consider double-sided.

For current information about COVID-19, visit [cdc.gov](https://www.cdc.gov) or [cdph.ca.gov](https://www.cdph.ca.gov). Local information is available at humboldt.gov, or during business hours by emailing covidinfo@co.humboldt.ca.us or calling 707-441-5000.

Attachment 5c(2)e

5/23/2021

Mail - Wolff, Sharon - Outlook

Facebook: [@HumCoCOVID19](#),

Instagram: [@HumCoCOVID19](#),

Twitter: [@HumCoCOVID19](#), and

Humboldt Health Alert: humboldt.gov/HumboldtHealthAlert

Attachment 5c(2)e

- We were doing
a Business
Transfer of
\$17,400
(1st installment
paid by our
mom)

- Want to make
a physical wire
transfer from
Household ac/
\$17,400.00

- Internal Bus
acct (\$ was
pre transferred)

- \$17,400
Hong Kong

- Int. Wire
to Transfer
= Singapore
- To whom
are you sending
funds & why?
to Singapore

The only reason I found out that Mom and Ron were trying to wire money to a scammer was because they didn't know how to actually do the bank transfer so they finally asked me how to do it.

Mom is a note taker thank goodness!

This is from 4/20/21 when Ron's mental health crisis became apparent - he had Mom call the police on me for coming to pick them up for a doctors appointment as we had arranged previously

FORTUNA POLICE DEPARTMENT										Page 1										
CAD INCIDENT REPORT										04/21/2021										
210420040																				
Location KELLER, RON & BARBARA, 2730 KENMAR RD				Cross Streets KELLI WAY/KENWOOD RD			City FORTUNA													
Incident Type 415FAM - FAMILY DISTURBANCE				Call Taker 0147			Dispatcher 0147													
Date 04/20/2021	Priority 2	Primary Unit 5B68	Beat	Fire Zone	Area	Map	Source 9-1-1 CALL													
Caller Name KELLER, BARBARA				Caller Address 2730 Kenmar Rd. Fortuna, CA				Caller Phone 707-682-6401												
Dispositions COUNSELED & ADVISED					Weapon		Alm Level		Case Number											
Vehicles					Associated Incidents															
Incident Times			Special Circumstances																	
Received	13:25:54		<table border="1"> <thead> <tr> <th>Persons</th> <th>Sex</th> <th>DOB</th> <th>Race</th> <th>DL</th> </tr> </thead> <tbody> <tr> <td>Wolf, Sharon</td> <td></td> <td></td> <td></td> <td></td> </tr> </tbody> </table>								Persons	Sex	DOB	Race	DL	Wolf, Sharon				
Persons	Sex	DOB									Race	DL								
Wolf, Sharon																				
Created	13:27:12																			
Dispatched	13:30:08																			
En Route																				
On Scene	13:34:28																			
Closed	13:57:00																			
Revd-Closed	31:06																			
Unit Times	Officers	Dispatched	Enroute	On Scene	Clear	Disp-On Scene	Enrt-On Scene	On Scene-Clear	Disp-Clear											
5B68	0132	13:30:08		13:34:28	13:57:00	04:20	N/A	22:32	26:52											
5L21	0119	13:31:50		13:35:51	13:37:47	04:01	N/A	01:56	05:57											
Incident Comments [SHARON WOLFE] INSIDE HOUSE YELLING AND TRYING TO FORCE RP OUT. NEG WEAPONS.																				
TIME	#	EVENT							BY											
13:27:12	1	Incident initiated at Keller, Ron & Barbara, 2730 Kenmar Rd. Fortuna							0147											
13:27:58	2	5B68 ADVISED							0147											
13:30:08	3	5B68 DISP. Keller, Ron & Barbara, 2730 Kenmar Rd. Fortuna							0147											
13:31:50	4	5L21 DISP. Keller, Ron & Barbara, 2730 Kenmar Rd. Fortuna							0147											
13:33:16	5	5B68 WOLF, SHARON added to incident							0147											
13:33:41	6	Incident type changed from 415 to 415FAM							0147											
13:34:28	7	5B68 ONSCEN.							0147											
13:34:58	8	5B68 CODE 4.							0147											
13:35:51	9	5L21 ONSCEN.							0147											
13:37:47	10	5L21 CLEAR.							0147											
13:48:02	11	5B68 CODE 4.							0147											
13:57:00	12	5B68 CLEAR. ALL PARTIES COUNSELED							0147											
13:57:01	13	5B68 Closed - Disposition CA							0147											

CONTROLLED DOCUMENT - DO NOT DUPLICATE

CONTROL DOCUMENT
DUPLICATION OR REISSUANCE
CONTROL BY LAW

Released to Sharon Wolff
By WB Date 4/21/2021
FORTUNA POLICE DEPARTMENT

4/23 left v.m. w/ officer. Steven's re. follow up

Sharon

From: Sharon <sharon@riodelltimes.com>
Sent: Saturday, April 24, 2021 3:18 PM
To: 'Nancy Zinos'
Subject: RE: Mom and Ron are melting down
Attachments: Screenshot_20210413-170532_Video Player.jpg; Screenshot_20210413-170012_Video Player.jpg

The paranoia is really hard to deal with since anyone who is trying to help them is obviously part of the conspiracy against them. I don't take it too personal since I know that it isn't Mom as I know her to be and it is really the mental problems. It probably helps that I work at DHHS and hear all kinds of horror stories from our mental health department and the APS folks so I know I am not alone. But it still bites. I have never been the bad guy before so this is new to me. They had moved up here in 2015 specifically to live nearby as they knew they would need more help in the future. It is a shame that Mom doesn't remember Shauna taking her to the zoo last Tuesday for a girls day (with Walter) and they had a really good time. I attached a couple of pictures that Shauna sent me. They went out to lunch and made a day of it just last week.

I am going to have to file for conservatorship of Mom and I absolutely will NOT file on Ron – to be brutally honest, the state can take him if his family refuses. His paranoia has been the biggest problem as it has gotten worse and he feeds it into Mom who can't remember that none of that blather made any sense. We are looking at the possibility of putting a secondary unit on our property in Rio Dell for Mom but there is no way that we will let Ron stay here so that is an issue. After not being able to push me out the door, I am concerned he will realize that he doesn't have the strength unless he uses any basic household weapon laying around. They have been stewing in that house together for days now so I have no idea what insane idea they have come up with now.

We are trying to reach Ron's sister Diane or his son's Robert and Scott but we don't have good information for them. They have never told me Diane's last name and I all I know is she has a son named Royce. We have found Robert on social media after some digging and have sent him a message along with his daughter who was also on social media so we will see if they contact us. I have never been told why Ron had no contact with his son's after his divorce so who the heck knows but I personally don't care.

Mom has been doing everything bad for her health she can for years now and Ron never cared enough to say anything about it. He constantly told us "happy wife, happy life" so that has contributed to her decline for a long time. She loads up on aspartame sweetener (still eats sugar though) which is awful for memory. She has refused to go out and do things for years and that lack of stimulus plays a big role in cognitive decline. Keep up whatever activity you enjoy, it doesn't matter what it is as long as you enjoy it and it gives you some mental and/or physical challenge. I have cut way back on my sugar intake since we are stuck at home anyway and am doing things to try and get healthier specifically to avoid the decline as much as I can.

In any case, I appreciate your support and will keep you posted.

XXXOOO Shari

From: Nancy Zinos [mailto:nanee930@gmail.com]
Sent: Saturday, April 24, 2021 2:55 PM
To: Sharon Wolff
Subject: Re: Mom and Ron are melting down
Importance: High

Attachment 5c(2)h

Dear Shari, I hardly know what to say-this is really bad news. It does sound like you need to take control or who knows where they'll end up and in what shape, but it won't be easy. They seem to hate having any help, but they need it. You are the one it will be hard on and I hope you can ignore the awful things they might say or do. Rick and I went through similar hellish stuff with Mother and Dad when they were on their last legs- Mother even thought Rick was cheating her out of all her money when he was trying to set up the trusts!! Also Dad's last words to me were "you're one of them" as the nurse asked me to hold the restraining ties around his wrists and before that he was really mad at me for not rescuing him from emergency after I took him there with broken ribs after falling off the roof!! So I do know what this might be like for you and don't envy you at all! And since I'm older than Barbara am hoping that I'll stay in my right mind-sounds like that Ambien really did a number on her memory. Stay strong, Love, Nancy

On Apr 22, 2021, at 12:06 PM, Sharon <sharon@riodelltimes.com> wrote:

Hi there,

I am sorry to have to pass along bad information but you guys should know the situation that is going on. Plus Mom is likely to call you for help.

I won't go into the lengthy background as I think you've heard at least some of it but they have been going downhill (both of them) quickly recently. I noticed it when I figured out they hadn't paid their Suddenlink bill and had their phone/internet/cable cut off but they didn't tell me. Fortunately, I just happened to try and log on to the wifi at their house on a visit and I was able to figure out what happened and get them caught up. There have been weird purchases on Amazon and then they think that someone is robbing them. To the point where Mom hides her purse all around the house in various locations that she can't remember because they think someone is looking through their windows or coming into their house without them knowing about it. They are putting furniture up against the front door and the bedroom door when they nap or sleep so they can tell if someone has snuck in the house. Ron demanded I return their house key when they decided we may be sneaking into the house and messing with their stuff. I gave him one of the multiple copies that we have and that made him happy. Recently, they got a call from some crook who told them that they needed to wire transfer \$17,000 to Hong Kong for some reason and Mom wrote down detailed instructions on what they needed to do to send the money. Fortunately, they are way too confused to figure out how to send a wire transfer so she called me for help. So that was fun. I talked to them about adding me to their bank account so I could access the records and help them with the bills and they were both agreeable to that. We made an appointment with their bank's manager but they couldn't do the paperwork because they had let their drivers licenses expire two years back so they had no legal ID. I took them both down to the DMV to get a Senior ID card and that was a real picnic but we got it done.

They received their new ID's recently and I told them I would reschedule the appointment with the bank manager to add me to their account and they were fine with that. I also reminded Mom that her doctor ordered a blood draw before she could get her prescription renewed so we would do both things and make a day of it. I made an appointment and called them to let them know the day and time, etc. No problem. I called them before heading their direction to pick Mom up for her blood draw and they said they were eating lunch and watching a movie. I said that was fine because I still had to get gas and do some things on my way. Before I left, she called back and said they didn't want to do it and they weren't going. I reminded Mom that we had a set appointment at the bank, her blood draw was needed since she is out of her prescription and I had taken the time off work to do this so we needed to do it. She said No and hung up on me. I headed over anyway after doing some chores to try and calm down. When I got to their house they said again that they weren't going to go and that was that. Reminding them about what we were doing, how long we have been trying to get this appointment done and why I can't just be at their whim because of my work schedule but they didn't hear a word of it. They insisted I leave their house immediately and stop bothering them! I was done with it at that point and yelled more than one curse word but there was no way I was going to leave at that point. Ron grabbed my sweater and tried to push me out the door. It didn't work since I am bigger than the both of them. Mom grabbed my arm and tried to pull me to the door insisting that I had to leave. That didn't work either. Mom grabbed the phone and called the Fortuna Police

Department. She told them there was a crazy lady in her house and she wouldn't leave. Mom told me again to leave their house and I told her I was waiting for the police that she called. When Officer Stevens arrived, Mom met him out front and said again that there was a crazy lady in her house and she won't leave. Steve is really mad about that since that is how people get shot in police encounters. But fortunately Ofcr. Stevens was really calm and recognized the situation quickly. He talked to Mom and Ron first and it was immediately apparent that they were not doing well. The officer asked Mom what town we were in, what was the date and who is the president and she didn't know any of it other than the president is "that really nice guy." She asked the officer why he was asking her these questions and he said it was a basic tool they use to assess a person to time and place. Mom said "well maybe I just don't want to tell you!" and got pissy with the officer but he was used to that. I talked to the officer and explained what had happened and I showed him the note that I am attaching where Mom wrote down the details for her wire transfer. She kept saying that I was crazy and she didn't know what I was talking about. The officer showed her the note at least 4 separate times and it was new to her each time and still denied knowing what it was even though she said it was her handwriting (Ron's handwriting is there too). The officer promised them a police escort down to the lab to make sure they got there safely and that helped get them into my car (after explaining why they couldn't ride with the K-9 Officer). So we got the blood draw done, yea. It was too early for the bank appointment and I wasn't about to take them home to squirrel away again so I got them some burgers and fries and we went to a park to eat. I got them to the bank appointment (barely) but to make a long enough story short, Mom bolted at the last second and said she didn't know anything about what we were trying to do and she wasn't going to do anything at all. The bank manager is a really nice younger guy and he gave them his card if they needed anything but they clearly displayed that they don't have the mental capacity to manage their own finances. I was hoping we could go the easy route and they would just let me help them but Ron's paranoia has gotten really bad and he is feeding it into Mom who can't remember squat so it is really bad. Mom is on a tear to sell her house again but that is the extent of her thoughts. This is exactly what they did before with the Shamrock house that was so nice for them. I called the local title companies and realtors to give them a heads up.

Tim had a living trust put into place when they fled back to Roseville last time and we are going to need to enforce the capacity clause and take control at this point. We will need to talk more about all of this but I have a meeting in 5 minutes that I need to be in (virtually). Mom just called Tim to ask for help since I am a crazy monster so I figure she may call either of you guys to plead her case.

Take care,

XXXOOO Shari

<3.16.21 Barbara Keller Notes Re Bank Transfer.pdf>

Attachment 5c(2)h

Sharon

From: Sharon <sharon@riodelltimes.com>
Sent: Tuesday, April 27, 2021 10:04 AM
To: Joann Jenkins
Subject: FW: Re. Keller's at 2730 Kenmar Rd.

Just a FYI - this was the last update from Tina.

From: tinacutten@gmail.com [mailto:tinacutten@gmail.com]
Sent: Monday, April 26, 2021 2:41 PM
To: 'Sharon'
Subject: RE: Re. Keller's at 2730 Kenmar Rd.

Great I will help out. I think your Mom got mad at me today, said we are all only trying to help

From: Sharon <sharon@riodelltimes.com>
Sent: Monday, April 26, 2021 2:33 PM
To: tinacutten@gmail.com
Subject: RE: Re. Keller's at 2730 Kenmar Rd.

Just a heads up that I spoke with a screener from APS who gathered a lot of the information and I gave them your contact information.

Takes care

From: Sharon [mailto:sharon@riodelltimes.com]
Sent: Monday, April 26, 2021 1:45 PM
To: 'tinacutten@gmail.com'
Subject: RE: Re. Keller's at 2730 Kenmar Rd.

They would probably wire transfer their money to Hong Kong like they tried to do earlier since that somehow made sense to them.

I have already given my aunt and uncle (Mom's sibs) the heads up about what is going on so they are well aware in case they get a call. But for some reason they removed most of the pages from Mom's address book that she has had for decades now and Aunt Nancy's number is gone from her book but her brother Rick's number is there and they can call him as well. I only found that out when I was trying to find contact info for Ron's family. Ron is a mystery despite how long they have been married and we are having a heck of a time tracking down his sister Diane or nephew Royce. They have never told me their last name or anything else and I am not finding much online – even at Ancestry.com.

They will call you back because they won't remember what you told them. Maybe suggest Ron call his sister Diane or Royce. Or they can call APS themselves and ask for help. I am always here and will help in any way I can but apparently I am a crazy monster who is out to get them so I don't know if they will call me.

-Sharon

From: tinacutten@gmail.com [mailto:tinacutten@gmail.com]
Sent: Monday, April 26, 2021 1:30 PM

Attachment 5c(2) i

To: 'Sharon'
Subject: RE: Re. Keller's at 2730 Kenmar Rd.

I told them that the son was not taking them in and said have your sister call and if she says you can live with her than perhaps you can sell, I am afraid of what they would do with their money.

From: Sharon <sharon@riodelltimes.com>
Sent: Monday, April 26, 2021 1:09 PM
To: tinacutten@gmail.com
Subject: RE: Re. Keller's at 2730 Kenmar Rd.

Thank you for that update. I have calls in to their doctors as well but it is like pulling teeth and they are not likely to agree to go to the doctors but I will keep pursuing that avenue as well as APS and anything else I can think of.

Take care,

Sharon

From: tinacutten@gmail.com [<mailto:tinacutten@gmail.com>]
Sent: Monday, April 26, 2021 12:59 PM
To: 'Sharon'
Subject: RE: Re. Keller's at 2730 Kenmar Rd.

Sharon, I did talk with them this morning, recommended they reach out to you that we couldn't sell the home because they have no where to go, took some explaining, indicated perhaps they should reach out to the senior center maybe someone there could mediate, also told them that they had a loan on the house and it would cost around \$3500 to \$5000 per home to go into a senior facility and they needed to really take a look at where they are going to live and what the cost would be and could they afford that. Explained to them about how they lost money on there last sale and couldn't afford to do that, think the idea of APS is great, their doctor should be diagnosing them and all of this wouldn't be happening.

Tina
Tina Christensen-Kable
ColdWell Banker Cutten Realty
2120 Campton Road, Suite C
Eureka, CA 95503
(707) 845-2070
(707) 445-8811 x122
tinacutten@gmail.com
DRE # 00476701

From: Sharon <sharon@riodelltimes.com>
Sent: Monday, April 26, 2021 12:52 PM
To: tinacutten@gmail.com
Subject: Re. Keller's at 2730 Kenmar Rd.

Hi Tina,

Thank you again for calling me the other day about my Mom and Step-father Barbara and Ron Keller who are trying to list their house at 2730 Kenmar because of their mental capacity issues. We really appreciate that you recognized the situation and reached out to me. I called Angela Petrusha's office as you had mentioned and I spoke with a paralegal

but they apparently don't handle anything like this so there wasn't any information that they could provide other than a national attorney referral number. I didn't have any other options so I did call APS this morning to make a report but they haven't called me back as of yet. I just wanted to thank you again and give you the update. Please let me know if there is more information.

Thanks again,

Sharon Wolff
sharon@riodelltimes.com
707-599-9961

Sharon

From: tinacutten@gmail.com
Sent: Tuesday, May 25, 2021 9:51 AM
To: 'Sharon'
Subject: 2730 Kenmar Road

Sharon, you have asked that I relay my feelings on the meeting I had with your Mother and Stepfather. Ron and Barbara Keller, I found to be very polite and interested in selling their home, I toured the home with them and found it to be very tidy and nice, we talked price and items that needed to be done. While I was touring the house I noticed they didn't have a car and asked them about that because I walk the neighborhood all the time and it would be a long walk to get groceries and prescriptions and they explained that you helped them and that they had given their car to their grandson. They wanted me to put the house on the market as soon as I could, which made me hesitate and I asked them where they were moving to and they indicated that they were going to move to Sacramento with their son and then they asked if I could take them to the airport that they wanted to go down there, which working with Seniors they usually take a little more time to do things. I said well when would you be wanting to go down and they indicated the next day, so I sat down and started to quiz them more, because something felt wrong to me. They talked about you and I thought well why isn't she taking them to airport and how are they going to get tickets etc. We continued talking and they told me about selling their other house and moving to Sacramento and how they didn't like it down there and wanted to move back and did purchasing the home that they are in, said they wanted to be closer to you. Something just felt off so I asked if I could get your number and talk with you and they gave me you number. I left then and felt like this was moving too fast that something was off, in questions about past, Ron could remember some and Barbara could fill in. The next day I got a call to come over and list the house and that we had an appointment which we didn't but I stopped by on my way home and sat with them and our conversations went the same way, saying the same things, I have dealt with dementia and alzheimer's with my mother in law and started seeing a little of the same pattern, so contacted you and we had a conversation and you told me about the last house sale, and about losing money, decided that I was not confident that I could sell the house with what might be some issues. I stopped by and had a conversation with them and indicated that I couldn't sell the house until they had somewhere to go, found out that the son said no to them coming down there and they were adamant about selling and moving, then they talked about moving in with Ron's sister and I just kept telling them that I just couldn't sell it without knowing they had somewhere to go and indicated that they would be receiving the money from the sale wouldn't they want to move into another home, etc and I was very uncomfortable. Barbara called me every Thursday for the next two weeks asking if I was coming over to talk about selling the home, and I indicated that I couldn't sell the home and she was looking at a note that she made had made about our first visit, I was going to see if I could get someone from the Senior center to come and evaluate but you have it in your hands now. Hope I have been of some help.

Tina

Tina Christensen-Kable
ColdWell Banker Cutten Realty
2120 Campton Road, Suite C
Eureka, CA 95503
(707) 845-2070
(707) 445-8811 x122

DRE # 00476701

Attachment 5c(2)j