

IN THE SUPREME COURT OF THE STATE OF NEVADA

IN THE MATTER OF THE
ESTATE OF THOMAS JOSEPH
HARRIS, DECEASED.

Case No. 86096

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Elizabeth A. Brown
Clerk of Supreme Court

TODD ROBBEN,

Appellant,

vs.

THE ESTATE OF THOMAS
JOSEPH HARRIS; AND THE
THOMAS J. HARRIS TRUST,

Respondents.

RESPONDENTS' APPENDIX

Volume 1

Tara Flannagan, as Personal Representative of the Estate of Thomas J.
Harris and Trustee of the Thomas J. Harris Trust

By and through her Legal Counsel

Wallace & Millsap

F. McClure Wallace

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Respondents, the Estate of Thomas J. Harris and the Thomas J. Harris Trust, by and through Tara Flanagan, in her capacity as the Personal Representative of the Estate of Thomas J. Harris and Trustee of the Thomas J. Harris Trust by and through her Legal Counsel hereby submits her Appendix in compliance with Nevada Rule of Appellate Procedure 30.

TITLE	DATE	BATE	VOL.
Declaration of Trust Known as the Thomas J. Harris Trust, dated June 12, 2019	6/12/2019	RA 7-42	1
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Last Will & Testament of Thomas Joseph Harris	6/12/2019	RA 1-6	1
Letters Testamentary	4/22/2021	RA 60-61	1
Limited Opposition to Petitioner's Motion for a Decision on the Pleadings; Petitioner's Motion Declining Oral Argument filed by The Estate of Thomas J. Harris and The Thomas J. Harris Trust	12/15/2022	RA 615-620	9
Memorandum of Temporary Assignment	8/5/2022	RA 359	5
Minutes of Hearing	1/6/2023	RA 776	10
Motion to Dismiss filed by the Estate of Thomas J. Harris	10/6/2022	RA 367-459	6
Notice of Appeal	6/27/2022	RA 213-214	3
Notice of Appeal filed by Todd Robben	2/3/2023	RA 812-814	11
Notice of Entry of Order	7/15/2022	RA 256-262	3

Notice of Entry of Order	2/16/2023	RA 838-853	11
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Notice of Motion for Continuance and Motion for Continuance	5/23/2022	RA 138-139	2
Objection to Petitioner Todd Robben's Verified Petition to Invalidate The Thomas J. Harris Will and Trust; Petitioner's Request for Appointment of Counsel Pursuant to NRS 136.200; Emergency Request for Stay of Final Distribution; Peremptory Challenge to Judge Nathan Tod Young filed by The Estate of Thomas J. Harris	12/15/2022	RA 621-708	9
Opposition to Emergency Verified Motion to Reconsider; Request for Calcification (SIC); Notice of Non Hearsay Proof of the Thomas Joseph and Olga Harris Living Trust; Opposition to Emergency Stay Request	7/1/2022	RA 215-232	3
Opposition to Petitioner's Motion to Strike Respondent's Objection, Motion to Dismiss and Motion for Summary Judgment filed by The Estate of Thomas J. Harris and The Thomas J. Harris Trust	12/30/2022	RA 743-753	10
Order	7/13/2022	RA 253-255	3
Order Appointing Special Administrator	3/11/2021	RA 58-59	1
Order Appointing Successor Executor and Issuing Successor Letters Testamentary	7/27/2021	RA 98-101	1
Order Confirming Transfer to Department 1	7/26/2022	RA 357-358	5
Order Dismissing Appeal	7/8/2022	RA 251-252	3
Order Granting Motion for Summary Judgment; Motion to Dismiss; & Deeming Petitioner a Vexatious Litigant	2/8/2023	RA 826-837	11

Order Granting Petition to Confirm First and Final Accounting, Request for Final Distribution, and Request for Payment of Professional's Fees and Costs	6/22/2022	RA 140-147	2
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Order Setting Hearing	9/6/2022	RA 360-361	5
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Order Transferring Case to Department I	7/26/2022	RA 353-354	5
Petition for Appointment of Successor Executor and for Issuance of Successor Letters Testamentary	6/25/2021	RA 67-74	1
Petition to Confirm First and Final Accounting, Request for Final Distribution, and Request for Payment of Professional's Fees and Costs	4/15/2022	RA 106-137	1
Petitioner Todd Robben's Objection to Respondent's Motion to Dismiss	10/21/2022	RA 471-514	7
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Petitioner, Todd Robben's Petition to Invalidate The Thomas J. Harris Will and Trust; Petitioner's Request for Appointment of Counsel Pursuant to NRS 136.200; Emergency Request for Stay of Final Distribution; Peremptory Challenge to Judge Nathan Tod Young filed by The Estate of Thomas J. Harris	7/26/2022	RA 263-352	4

Petitioner's First Amended Reply in Support of Motion to Strike Respondent's Objections, Motion to Dismiss and Motion for Summary Judgment	1/3/2023	RA 768-775	10
Petitioner's Motion for a Decision on the Pleadings; Petitioner's Motion Declining Oral Argument	12/8/2022	RA 609-614	9
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Petitioner's Motion to Strike Respondent's Unlawful Surreply	11/7/2022	RA 591-595	8
Petitioner's Notice and Provisional Motion to Strike Respondent's Objections, Motion to Dismiss and Motion for Summary Judgment	1/3/2023	RA 754-767	10
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Resignation of Trustee and Acceptance by Successor Trustee of the Thomas J. Harris Trust dated June 12, 2019	5/17/2021	RA 62-66	1

Submission of Proposed Order Granting Motion for Summary Judgment; Motion to Dismiss; & Deeming Petitioner a Vexatious Litigant	1/10/2023	RA 800-811	11
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The Thomas J. Harris Trust's Supplemental Brief to its Motion for Summary Judgment Addressing Fugitive Affidavits Filed by Petitioner Todd Robben	11/4/2022	RA 585-590	8
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Verified Petition for Letters of Special Administration (NRS 140.010) and for Probate of Will and Issuance of Letters Testamentary (NRS 136.090)	3/10/2021	RA 43-57	1
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Douglas County
District Court Clerk

LAST WILL AND TESTAMENT

OF

THOMAS JOSEPH HARRIS

FILED

2020 DEC 11 PM 3:26

BOBBIE R. WILLIAMS
CLERK

BY A. NEWTON DEPUTY

I, THOMAS JOSEPH HARRIS, being of sound mind and memory, declare this to be my Will, and I revoke all other Wills and Codicils previously made by me.

ARTICLE ONE: DECLARATIONS

1.1 Family Declarations. I am a widower, formerly married to OLGA HARRIS (deceased March 23, 2019). I was previously married to MARLENE HARRIS (deceased April 22, 1972), and have two (2) adult children of my first marriage whose names and dates of birth are:

THOMAS ANTHONY HARRIS, born August 20, 1958; and
TODD EDWARD HARRIS, born May 15, 1960 (deceased with no children).

I have two (2) adult stepchildren from my marriage to OLGA HARRIS (aka OLGA ROBBEN), whose names and dates of birth are:

JEFF DEWEY ROBBEN, born September 12, 1964; and
TODD CHRISTIAN ROBBEN, born April 16, 1969.

No other child has ever been born to or adopted by me.

1.2 Declaration of Citizenship. I am a citizen of the United States of America.

1.3 Declaration of Testamentary Intent. I want this Will to dispose of all property and assets I am entitled to dispose of by Will. This Will is not an exercise of any power of appointment retained by me or granted to me by Will or trust instrument.

ARTICLE TWO: DISPOSITION OF ESTATE

2.1 Gift to Trust. Except as otherwise provided herein, I give my entire estate, including all lapsed and failed legacies and devises, to the Trustee of the THOMAS J. HARRIS TRUST, established under Declaration of Trust dated June 12, 2019 (the "THOMAS J. HARRIS TRUST"), of which I am the Trustor and the initial Trustee. My estate shall be held, administered and distributed as provided in the THOMAS J. HARRIS TRUST, as it may be amended according to its terms.

2.2 Tangible Personal Property. I give all of my jewelry, clothing, household furniture and furnishings, personal automobiles and other tangible articles of a personal nature, or my interest in any such property, not otherwise specifically disposed of by this Will or in any other

manner, together with any insurance on the property, to the Trustee of the THOMAS J. HARRIS TRUST, to be held, administered and distributed as provided for in the THOMAS J. HARRIS TRUST, as it may be amended according to its terms.

2.3 Residue. I give the residue of my estate, including all lapsed and failed legacies and devises, to the Trustee of the THOMAS J. HARRIS TRUST. The residue of my estate shall be held, administered and distributed as provided for in the THOMAS J. HARRIS TRUST, as it may be amended according to its terms. Should the THOMAS J. HARRIS TRUST not exist or be determined to be invalid, the residue of my estate shall be administered pursuant to the terms of the THOMAS J. HARRIS TRUST as last amended immediately prior to its non-existence or determination of invalidity. If for any reason the disposition made in this Section 2.3 is not operative or is invalid, or if the trust referred to in this Section 2.3 has failed or has been revoked, then I hereby incorporate herein by reference the terms of the above-described instrument on the date of the execution of this Will, without giving effect to any subsequent amendments thereto; and I give the residue of my estate to the Trustee(s) named therein for said trust, in trust, to be held, administered, and distributed as therein provided.

ARTICLE THREE: DEATH TAXES AND EXPENSES

3.1 Death Taxes. All Death Taxes attributable to assets in my probate estate shall be charged and paid as provided in the THOMAS J. HARRIS TRUST.

3.2 Other Expenses. All debts, funeral, and administrative expenses shall be charged and paid as provided in the THOMAS J. HARRIS TRUST.

ARTICLE FOUR: NOMINATION OF EXECUTOR

4.1 Nomination of Executor. I nominate the following in the indicated order of priority as the Executor of this Will:

- 1st: JEFF D. ROBBEN;
- 2nd: SCOTT BARTON;
- 3rd: TARA FLANAGAN;
- 4th: LAURIE DUNN.

Vacancies in the executorship shall be filled by following the above order of priority. The term "Executor" herein shall include any personal representative or representatives of my estate.

4.2 No Bond Required. I direct that no bond shall be required of any individual Executor appointed in accordance with this Article, whether such person acts alone or as a Co-Executor.

ARTICLE FIVE: EXECUTOR'S POWERS

5.1 General Powers. My Executor shall have all powers now or hereafter conferred upon executors by law. Additionally, I specifically authorize my Executor to lease, encumber or sell assets of my estate, and to hold, manage and operate any asset or business belonging to my estate, at the risk of my estate as a whole. My Executor may exercise these powers even though my Executor, in his or her individual capacity, has an interest as a partner, shareholder, creditor or otherwise in any such asset or business. My Executor is also authorized to borrow funds and to invest my estate's assets as my Executor deems proper, exercising the judgment and care that persons of prudence, discretion and intelligence would exercise under the circumstances then prevailing in regard to the permanent disposition of their assets, considering probable income and safety of their capital. My Executor may prosecute, defend, contest or otherwise litigate legal actions or other proceedings for the protection or benefit of the estate; pay, compromise, release, adjust, or submit to arbitration any debt, claim or controversy; and insure the estate against any risk, and the Executor against any liability with respect to third persons. My Executor may employ and compensate from the estate accountants, lawyers, investment and tax advisors, agents, and others to aid or assist in the management, administration and protection of the estate.

5.2 GST Exemption. I authorize my Executor to allocate or not allocate my Generation-Skipping Transfer ("GST") Tax exemption, in whole or in part, pursuant to section 2631(a) of the Internal Revenue Code of 1986, as it may be amended from time to time, or pursuant to the provisions of any federal or state statute of similar import that may be in force at the time of my death, to any property with respect to which I am the transferor—including, without limitation, any property transferred by me during my life as to which I did not make such an allocation—as my Executor shall determine, without any obligation to make such allocation equally or pro rata to such property.

5.3 Distribution Powers. Whenever my Executor is required, pursuant to the provisions of this Will, to divide the assets in my estate into shares for the purpose of distribution, my Executor may, in my Executor's discretion, make the division and distribution in undivided interests, in kind, or partly in money and partly in kind, prorata or nonprorata. My Executor may sell such assets as my Executor deems proper to make the division or distribution.

ARTICLE SIX: GENERAL PROVISIONS

6.1 Disinheritance Clause. Except as otherwise provided for in this Will, I have intentionally failed to provide for my heirs, specifically including but not limited to any former spouse (or estate of a deceased former spouse), my stepson, TODD C. ROBBEN, and any child, stepchild, foster child, grandchild or other heir of mine not mentioned by name or provided for in this Will.

6.2 No-Contest Clause. If any devisee, legatee or heir of mine, or any person claiming under any of them, (i) contests this Will, (ii) institutes any legal proceeding that attacks or seeks to impair or invalidate any of the provisions of this Will or the distribution of my estate according to this Will, (iii) seeks to obtain an adjudication in any court challenging a transfer of property concerning any trust established under this document on the grounds it was not the transferor's property at the time of the transfer, or (iv) conspires with or voluntarily assists

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Last Will and Testament: Thomas Joseph Harris

Initials TJH

anyone attempting to do any of the things just mentioned, I disinherit that person and all gifts, legacies and devises given to him or her under this Will shall be forfeited and shall augment proportionately the shares of my estate going under this Will to those devisees and legatees of mine who did not participate in such acts or proceedings. If all of my devisees and legatees participate in such acts or proceedings, I give my entire estate to my heirs as determined under Nevada's laws of intestate succession, excluding all contestants and persons conspiring with or voluntarily assisting them.

6.3 No Interest. No interest shall be paid on any cash gift or bequest under this Will.

6.4 Definitions. As used in this Will, unless the context clearly indicates otherwise:

"Child" or "Children" includes any child born to or adopted by me as a minor child after I signed this Will.

"Code" refers to the Internal Revenue Code of 1986, as amended, and its successors. References to a specific section of the Code include future amendments, and successors, to it.

"Death Taxes" includes all federal or state estate, inheritance, or other succession taxes payable because of my death, but does not include (i) any federal or state generation-skipping transfer taxes or (ii) any additional tax that may be assessed under Code section 2032A(c).

"Executor" includes Co-Executor.

"Will" includes any Codicil to it.

6.5 Gender and Number. The masculine, feminine and neuter gender, and the singular and plural number, each include the other(s), unless the context indicates otherwise.

6.6 Headings. The headings in this Will are for convenience only and do not in any way limit or amplify the terms of the Will.

6.7 No Contracts. I have not entered into any contract to make wills nor any contract not to revoke a will.

SIGNATURE

This Will is signed by me on June 12, 2019, at Reno, Nevada.


THOMAS JOSEPH HARRIS

ATTESTATION

On this date, THOMAS JOSEPH HARRIS signed this document and declared it to be his Will, in our presence; and we, at his request and in his presence, and in the presence of each other, signed as witnesses below. Each of us observed the signing of this Will by THOMAS JOSEPH HARRIS and by each other subscribing witness and knows that each signature is the true signature of the person whose name was signed.

Each of us is a competent witness and resides at the address set forth below. We are acquainted with THOMAS JOSEPH HARRIS, and he is now more than eighteen (18) years of age. To the best of our knowledge, THOMAS JOSEPH HARRIS is of sound mind at this time and is not acting under duress, menace, fraud, misrepresentation or undue influence.

Each of us declares under penalty of perjury under the laws of the State of Nevada that the foregoing is true and correct, and that each of us signed below on June 12, 2019, at Reno, Nevada.

Margaret D. Stephen
Witness 1

Residing at 10325 Cedarview Pass Trl.
Reno, NV 89521

S. Smith
Witness 2

Residing at 950 Arrowcreek Pkwy #10602
Reno, NV 89511

Stacy L. Smith
Witness 3

Residing at 895 Pinebrook Road
Reno NV 89509

NEVADA REVISED STATUTE 133.050 AFFIDAVIT

STATE OF NEVADA)
) ss.
WASHOE COUNTY)

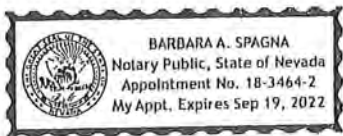
THEN AND THERE personally appeared Abigail Stephenson,
Stephanie Small, and Steven Silva, who do
hereby swear, under penalty of perjury, that the assertions of this affidavit are true:

That they witnessed the execution of the foregoing Will of the Testator, THOMAS JOSEPH HARRIS; that the Testator subscribed the Will and declared it to be his Last Will and Testament in their presence; and that they thereafter subscribed the Will as witnesses in the presence of the Testator and in the presence of each other and at the request of the Testator; and that the Testator at the time of the execution of the Will appeared to them to be of full age and of sound mind and memory, and that they make this affidavit at the request of the Testator.

Abigail Stephenson
Witness 1
Stephanie Small
Witness 2
Steven Silva
Witness 3

On June 12, 2019, personally appeared before me, a notary public, the above individuals, personally known (or proved) to me to be the persons whose names are subscribed to the above instrument, who acknowledged that they executed the above instrument.

Barbara A. Spagna
NOTARY PUBLIC



DECLARATION OF TRUST
KNOWN AS THE
THOMAS J. HARRIS TRUST,
DATED JUNE 12, 2019

This DECLARATION OF TRUST is entered into this 12th day of June, 2019, by THOMAS JOSEPH HARRIS as Trustor, and delivered to and received by THOMAS JOSEPH HARRIS as Trustee.

TRUST ASSETS

THOMAS JOSEPH HARRIS ("Trustor") hereby declares he as Trustee ("Trustee") now holds in trust the property and assets described in Exhibit "A" attached hereto and all other property hereafter received. The interest now and hereafter received by the Trustee in such property, together with all property now or hereafter subject to this trust, shall constitute the trust estate of the THOMAS J. HARRIS TRUST, which is the trust established under this document, and shall be held, managed, and distributed as hereinafter provided.

All property and assets now or hereafter transferred into this trust shall be held by the Trustee in the following manner:

THOMAS JOSEPH HARRIS, AS TRUSTEE OF THE THOMAS J.
HARRIS TRUST, U/D/T (UNDER DECLARATION OF TRUST)
DATED JUNE 12, 2019, WHEREIN THOMAS JOSEPH HARRIS IS
TRUSTOR, OR ANY SUCCESSOR TRUSTEE THEREUNDER.

TRUST DISTRIBUTION

The Trustee shall apply and distribute the net income and principal of the trust established under this document as set forth in the attached Schedule A, which is incorporated herein by this reference.

TRUST ADMINISTRATION

The Trustor, the Trustee(s), and the beneficiaries of each trust established under this document shall have the powers, rights, duties, and obligations (and are subject to all the provisions) set forth in the attached Schedules B and C, which are incorporated herein by this reference.

SUCCESSOR TRUSTEES

If the original Trustee fails, ceases, or otherwise is unable to serve, the following individuals are nominated to serve as the successor Trustee of all trusts created hereunder, in the order of priority indicated: (1) JEFF DEWEY ROBBEN; (2) SCOTT BARTON; (3) TARA FLANAGAN; (4) LAURIE DUNN. Thereafter, whenever there is a vacancy in the trusteeship of any trust established under this document, a majority of the adult beneficiaries then entitled to

receive income of the Trust may nominate and appoint a successor trustee. If a majority of the adult beneficiaries then entitled to receive income of the Trust are unwilling or unable to appoint a successor trustee, or if for any other reason there is ever a complete vacancy in the trusteeship of any trust established under this document, the successor trustee shall be the person or institution (or both) appointed by a court of competent jurisdiction.

Any designation of a successor trustee may be, or may include, the person making the designation. Any designation of a successor trustee must be set forth in a document signed by the person making the designation and delivered to the trustee, if there is one, or otherwise delivered to the next successor trustee. If more than one such designation is made, the one made nearest to the creation of the vacancy to be filled shall control.

Despite the foregoing, while Trustor is living, the Trustor may appoint an additional person(s) or institution, or both, as a Co-Trustee or successor Trustee or Co-Trustee of any trust established under this document. Such appointment must be made by giving written notice of the appointment to each Trustee then serving. In addition, the Trustor may remove any additional Co-Trustee he so appointed. Such removal must be made by giving written notice of the removal to each Trustee serving at the time of such removal.

Whenever an individual or corporation is acting as sole Trustee, whether pending appointment of a Co-Trustee or otherwise, such Trustee shall have full powers with respect to the management, investment and distribution of the trust estate, including final distribution of the trust estate upon the trust's termination.

SIGNATURE

As the Trustor and initial Trustee, I have signed this Declaration of Trust on June 12, 2019, at Reno, Nevada.


THOMAS JOSEPH HARRIS

NOTARY ACKNOWLEDGMENT

STATE OF NEVADA)
) ss.
COUNTY OF WASHOE)

On June 12, 2019, before me, Barbara A. Spagna, Notary Public, personally appeared **THOMAS JOSEPH HARRIS**, 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 by his signature on the instrument, the person, or the entity upon behalf of which the person acted, executed the instrument.

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

WITNESS my hand and official seal.

Barbara A. Spagna
Signature of Notary

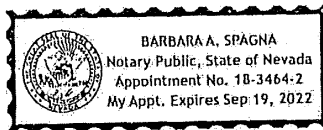


EXHIBIT "A"
TO
DECLARATION OF TRUST

I, THOMAS JOSEPH HARRIS, as Trustor and Trustee, declare the following property is my separate property, is hereby assigned to this trust, and shall constitute the property of the THOMAS J. HARRIS TRUST:

1. Safe Deposit Box:

All of Trustor's right, title and interest in and to all contents in the safe deposit box located at Wells Fargo Bank, in the Carson City, NV, branch office, including but not limited to cash, bonds, stock, securities, and tangible property therein.

2. Bank Accounts:

All cash, bonds, stock, securities, and other property held with Wells Fargo Bank, including but not limited to account 1992211233.

3. All Other Personal Property:

All of Trustor's right, title, and interest subject to all liabilities attached thereto in all automobiles, boats, airplanes, vehicles, trailers, silverware, chinaware, wine, books, pictures, paintings, works of art, household furniture and furnishings, clothing, jewelry, pets, assets in digital form for which Trustor is the owner or author, including without limitation, lists of passwords, user account information, social media sites, blogs, e-books, and other Web-hosted materials, all digital albums and videos, websites on which Trustor conducts business transactions, and all other personal property (together with any insurance on such property) now owned or acquired later during Trustor's lifetime.


THOMAS JOSEPH HARRIS, Trustor and Trustee

SCHEDULE A
DISTRIBUTION OF TRUST
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Declaration of Trust: The Thomas J. Harris Trust dated June 12, 2019

SCHEDULE A

DISTRIBUTION OF TRUST

The Trustee shall apply and distribute the net income and principal of the trusts created under this document as follows:

A-1. Income Distribution. To the extent income is distributable, net income shall be distributed in monthly or other convenient installments, but at least annually, to or for the benefit of the person or persons entitled to receive such net income.

A-2. Distributions During Life of Trustor. During the life of the Trustor, the Trustee shall pay the net income of the trust estate to Trustor or pursuant to Trustor's written directions which are delivered to Trustee, from time to time. In addition, Trustee shall pay to Trustor or pursuant to the directions of Trustor as much of the principal of the trust estate as Trustor may direct in a writing that is delivered to Trustee. Notwithstanding the foregoing, while the Trustor is living and serving as Trustee, oral instructions or requests are sufficient. For such periods as Trustee determines that Trustor is physically or mentally unable to direct Trustee, Trustee shall pay to or for the benefit of Trustor as much of the net income and principal of the trust estate as Trustee in Trustee's discretion deems reasonably necessary for the comfortable support, health, and welfare of Trustor. Such discretion shall be liberally applied with a view to maintain the lifestyle of the Trustor existing at the time he became physically or mentally unable to direct the Trustee. Any net income not distributed during such periods shall be accumulated and added to the principal of the trust estate.

A-3. Payments at Death of Trustor. Upon the death of the Trustor, the Trustee may pay out of income or principal (other than principal from any qualified plan or individual retirement account, unless such payments are made before September 30 of the year after the death of the Trustor, in which case, principal from any qualified plan or individual retirement account may be used) any part or all of the tax and other expenses as set forth in Paragraph C-1 of Schedule C of this Trust that are attributable to the trust estate of the THOMAS J. HARRIS TRUST, to the extent these obligations are not paid or responsibility for their payment assumed by some other person or estate.

A-4. Specific Gifts Following the Trustor's Death. After the Trustor's death, and after making any payments required by the preceding paragraphs, the Trustee shall divide, allocate and distribute the remaining trust estate as set forth below, outright and free of trust except where otherwise specified:

a. Seventeen and One-Half Percent (17.5%) to my son, THOMAS ANTHONY HARRIS, if he is then living. If THOMAS ANTHONY HARRIS predeceases all or any portion of this gift, such gift shall lapse and fail in its entirety, and shall be added to and augment the trust estate, to be distributed pursuant to Paragraph A-4(dd) below;

b. Seventeen and One-Half Percent (17.5%) to my stepson, JEFF DEWEY ROBBEN, if he is then living. If JEFF DEWEY ROBBEN predeceases all or any portion of this gift, such gift shall lapse and fail in its entirety, and shall be added to and augment the trust estate, to be distributed pursuant to Paragraph A-4(dd) below;

SCHEDULE A – PAGE 1

Declaration of Trust: The Thomas J. Harris Trust dated June 12, 2019

c. Eleven Percent (11%) to my former daughter-in-law, JOANNE RENEE MICHAEL, if she is then living. If JOANNE RENEE MICHAEL predeceases distribution of this gift, such gift shall lapse and fail in its entirety, and shall be added to and augment the trust estate, to be distributed pursuant to Paragraph A-4(dd) below;

d. Eleven Percent (11%) to my step-grandson, JACOB MICHAEL ROBBEN ("JACOB"), if he is then living. Such gift shall be transferred outright and free of trust to a custodial account for JACOB, to be held, administered and distributed pursuant to Nevada's Uniform Act on Transfers to Minors (NRS Section 167.030) for JACOB's benefit until he attains twenty-one (21) years of age ("Jacob's Gift"). The initial custodian for any such transfer shall be the same person as the successor Trustee of this Trust generally; and such successor Trustee shall have the power to designate a successor custodian if he or she is unwilling or unable to serve in that capacity (except as otherwise provided below concerning Jacob's father, TODD C. ROBBEN). It is the Trustor's desire, without imposing any legal obligation in this regard: (1) Jacob's Gift shall be used for JACOB's education expenses as defined in Paragraph A-7 of this Trust; (2) the custodian shall distribute to or for the benefit of JACOB an amount not-to-exceed two and one-half percent (2.5%) of Jacob's Gift upon JACOB's acceptance to an accredited 4-year undergraduate program; and (3) the custodian shall distribute the balance of Jacob's Gift to or for the benefit of JACOB upon his graduating with a 4-year degree (e.g., Bachelor's degree or equivalent). It is Trustor's further desire, with all legal force and effect, that TODD C. ROBBEN shall never serve as a custodian of this gift; and that no share of this gift shall ever pass, by inter vivos gift or by reason of JACOB's incapacity or demise, to or for the benefit of TODD C. ROBBEN. If JACOB predeceases distribution of this gift, such gift shall lapse and fail in its entirety, and shall be added to and augment the trust estate, to be distributed pursuant to Paragraph A-4(dd) below.

e. Eleven Percent (11%) to my sister-in-law, JEANETTE LEMA, currently residing at 4880 Rivendale Road, Placerville, CA 95667, if she is then living. If JOANNE RENEE MICHAEL predeceases distribution of this gift, such gift shall lapse and fail in its entirety, and shall be added to and augment the trust estate, to be distributed pursuant to Paragraph A-4(dd) below;

f. Eight and One-Half Percent (8.5%) to LINDA RUBULIAK, currently residing in Canada, if she is then living. It is the Trustor's desire, without imposing any legal obligation in this regard, that such gift shall be shared with Trustor's Canadian kin known to LINDA RUBULIAK in amounts in her sole and absolute discretion. If LINDA RUBULIAK predeceases distribution of this gift, such gift shall lapse and fail in its entirety, and shall be added to and augment the trust estate, to be distributed pursuant to Paragraph A-4(dd) below;

g. Five Percent (5%) to BECKY MONSOUR, currently residing at 1052 Pebble Beach Ct., Minden, NV 89423 (Tel. 775-267-3133), if she is then living. If BECKY MONSOUR predeceases distribution of this gift, such gift shall lapse and fail in its entirety, and shall be added to and augment the trust estate, to be distributed pursuant to Paragraph A-4(dd) below;

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h. Two and One-Half Percent (2.5%) to GEORGE PERRY and MIDGE PERRY, or all to the survivor of them, currently residing at 11341 E Navarro Ave., Mesa, AZ 85209 (Tel. 480-272-8748. If both GEORGE PERRY and MIDGE PERRY predecease distribution of this gift, such gift shall lapse and fail in its entirety, and shall be added to and augment the trust estate, to be distributed pursuant to Paragraph A-4(dd) below;

i. Two and One-Half Percent (2.5%) to MARCELINE (aka "MARCI") FULBRIGHT (Tel. 775-350-8447), if she is then living. If MARCELINE FULBRIGHT predeceases distribution of this gift, such gift shall lapse and fail in its entirety, and shall be added to and augment the trust estate, to be distributed pursuant to Paragraph A-4(dd) below;

j. One and One-Half Percent (1.5%) to BARBARA LIVINGSTON, currently residing at 8144 Orchid Tree Way, Antelope, CA 95843 (Pbliv@aol.com), if she is then living. It is the Trustor's desire, without imposing any legal obligation in this regard, that such gift shall be shared with BARBARA LIVINGSTON'S children in amounts in her sole and absolute discretion. If BARBARA LIVINGSTON predeceases distribution of this gift, such gift shall lapse and fail in its entirety, and shall be added to and augment the trust estate, to be distributed pursuant to Paragraph A-4(dd) below;

k. One Percent (1%) to DENNIS SYLVIA, currently residing at 4007 Cortina Drive, Austin, TX 78749 (Tel. 512-289-8780), if he is then living. If DENNIS SYLVIA predeceases distribution of this gift, such gift shall lapse and fail in its entirety, and shall be added to and augment the trust estate, to be distributed pursuant to Paragraph A-4(dd) below;

l. One Percent (1%) to MARY THOMAS, currently residing at 3400 S. Centinela Avenue, Apt. 4, Los Angeles, CA 90066 (Tel. 310-397-4662), if she is then living. If MARY THOMAS predeceases distribution of this gift, such gift shall lapse and fail in its entirety, and shall be added to and augment the trust estate, to be distributed pursuant to Paragraph A-4(dd) below;

m. One Percent (1%) to ELAINE PELLETIER, currently residing at 1053 Pebble Beach Ct., Minden, NV 89423 (Tel. 775-392-0049), if she is then living. If ELAINE PELLETIER predeceases distribution of this gift, such gift shall lapse and fail in its entirety, and shall be added to and augment the trust estate, to be distributed pursuant to Paragraph A-4(dd) below;

n. One Percent (1%) to NINA ROUTON (Tel. 714-296-3336), if she is then living. If NINA ROUTON predeceases distribution of this gift, such gift shall lapse and fail in its entirety, and shall be added to and augment the trust estate, to be distributed pursuant to Paragraph A-4(dd) below;

o. One Percent (1%) to PHILIP FENSKE (pfenske@yahoo.com; Tel. 530-307-0123; or 530-541-5262), if he is then living. If PHILIP FENSKE predeceases distribution of this gift, such gift shall lapse and fail in its entirety, and shall be added to and augment the trust estate, to be distributed pursuant to Paragraph A-4(dd) below;

p. One-Half of One Percent (0.5%) to BARBARA GLASCOCK and BILL GLASCOCK, or all to the survivor of them, currently residing at 1053 Pebble Beach Ct., Minden, NV 89423 (Tel. 775-267-5041). If both BARBARA GLASCOCK and BILL GLASCOCK

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predecease distribution of this gift, such gift shall lapse and fail in its entirety, and shall be added to and augment the trust estate, to be distributed pursuant to Paragraph A-4(dd) below;

q. One-Half of One Percent (0.5%) to AL PERONA and DAT PERONA, or all to the survivor of them, currently residing at 3441 Long Drive, Minden, NV 89423 (Tel. 775-267-2703). If both AL PERONA and DAT PERONA predecease distribution of this gift, such gift shall lapse and fail in its entirety, and shall be added to and augment the trust estate, to be distributed pursuant to Paragraph A-4(dd) below;

r. One-Half of One Percent (0.5%) to LYNN KEELY and LUKE KEELY, or all to the survivor of them, currently residing at 1056 Pebble Beach Ct., Minden, NV 89423 (Tel. 775-392-3202). If both LYNN KEELEY and LUKE KEELY predecease distribution of this gift, such gift shall lapse and fail in its entirety, and shall be added to and augment the trust estate, to be distributed pursuant to Paragraph A-4(dd) below;

s. One-Half of One Percent (0.5%) to GERALDINE COELHO, if she is then living. If GERALDINE COELHO predeceases distribution of this gift, such gift shall lapse and fail in its entirety, and shall be added to and augment the trust estate, to be distributed pursuant to Paragraph A-4(dd) below;

t. One-Half of One Percent (0.5%) to MARYANN SYLVIA, currently residing at 1558 Middle Lane, Hayward, CA 94554 (Tel. 510-783-2432), if she is then living. If MARYANN SYLVIA predeceases distribution of this gift, such gift shall lapse and fail in its entirety, and shall be added to and augment the trust estate, to be distributed pursuant to Paragraph A-4(dd) below;

u. One-Half of One Percent (0.5%) to JUDY GIALLONGO and MARIO GIALLONGO, or all to the survivor of them, currently residing at 921 Springfield Drive, Gardnerville, NV 89460 (Tel 775-265-0530). If both JUDY GIALLONGO and MARIO GIALLONGO predecease distribution of this gift, such gift shall lapse and fail in its entirety, and shall be added to and augment the trust estate, to be distributed pursuant to Paragraph A-4(dd) below;

v. One-Half of One Percent (0.5%) to ROBERTA REID, currently residing at 14911 Puerto Drive, Rancho Murieta, CA 95683 (grammiebreid@hotmail.com), if she is then living. If ROBERTA REID predeceases distribution of this gift, such gift shall lapse and fail in its entirety, and shall be added to and augment the trust estate, to be distributed pursuant to Paragraph A-4(dd) below;

w. One-Half of One Percent (0.5%) to JULIE ROSS, currently residing at 3933 Virginia Road, #207, Long Beach, CA 90807 (jross@csulb.edu), if she is then living. If JULIE ROSS predeceases distribution of this gift, such gift shall lapse and fail in its entirety, and shall be added to and augment the trust estate, to be distributed pursuant to Paragraph A-4(dd) below;

x. One-Half of One Percent (0.5%) to TARA FLANAGAN, currently residing at 2394 Mariner Square Drive #114, Alameda, CA 94501 (taraflan@aol.com), if she is then living. If TARA FLANAGAN predeceases distribution of this gift, such gift shall lapse and fail in its entirety, and shall be added to and augment the trust estate, to be distributed pursuant to Paragraph A-4(dd) below;

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y. One-Half of One Percent (0.5%) to LAURIE DUNN and THOMAS DUNN, or all to the survivor of them, currently residing at 33 Daryl Drive, Orinda, CA 94563 (Tel. 925-254-2383). If both LAURIE DUNN and THOMAS DUNN predecease distribution of this gift, such gift shall lapse and fail in its entirety, and shall be added to and augment the trust estate, to be distributed pursuant to Paragraph A-4(dd) below;

z. One-Half of One Percent (0.5%) to TAMARA FLANAGAN, currently residing at 3737 North Country Club Road, #211, N. Tucson, AZ 85716 (Buffalogirl58@gmail.com), if she is then living. If TAMARA FLANAGAN predeceases distribution of this gift, such gift shall lapse and fail in its entirety, and shall be added to and augment the trust estate, to be distributed pursuant to Paragraph A-4(dd) below;

aa. One-Half of One Percent (0.5%) to MARK DEHAESUS, currently residing at 1829 Scott Road, Concord, CA 94519 (ukrainianfighter@yahoo.com), if he is then living. It is the Trustor's desire, without imposing any legal obligation in this regard, that such gift shall be shared with Trustor's MARK DEHAESUS's children in amounts in his sole and absolute discretion. If MARK DEHAESUS predeceases distribution of this gift, such gift shall lapse and fail in its entirety, and shall be added to and augment the trust estate, to be distributed pursuant to Paragraph A-4(dd) below;

bb. One-Half of One Percent (0.5%) to JOHN ROBBEN, whose current mailing address is P.O. Box 2386, Stateline, NV 89449 (johnnyaction@hotmail.com), if he is then living. If JOHN ROBBEN predeceases distribution of this gift, such gift shall lapse and fail in its entirety, and shall be added to and augment the trust estate, to be distributed pursuant to Paragraph A-4(dd) below; and

cc. One-Half of One Percent (0.5%) to ROSEMARY ROBBEN, currently residing at 1660 Quartz Drive, Auburn CA 95602 (Rosemaryrobben@yahoo.com), if she is then living. If ROSEMARY ROBBEN predeceases distribution of this gift, such gift shall lapse and fail in its entirety, and shall be added to and augment the trust estate, to be distributed pursuant to Paragraph A-4(dd) below.

dd. Any lapsed gift for a designated beneficiary in Paragraphs A-4(a) through (cc) above who predeceases distribution (a "Lapsed Gift") shall be added to and augment pro rata the gifts for the then living beneficiaries designated in Paragraphs A-4(a)-(cc) above. Any Lapsed Gift(s) which cannot be distributed under the foregoing terms shall be distributed under the contingent disposition provisions in Paragraph A-6 below.

A-5. Distribution of Personal Effects. Despite any contrary provision of this document, following the Trustor's death if the Trustee holds or receives any automobile, boat, household furniture, works of art, collections, furnishings, clothing, jewelry, coins, silver, books, or other effects of a personal nature, the Trustee shall distribute such property to (or hold it for the use of) JEFF D. ROBBEN and THOMAS ANTHONY HARRIS, in equal shares as they may agree or as the Trustee shall determine if they cannot agree (or all to the survivor of them, if only one is then living). If both JEFF D. ROBBEN and THOMAS ANTHONY HARRIS predecease or disclaim any one or more of items of Trustor's tangible personal property, this gift shall lapse and fail in its entirety, and the Trustee may liquidate the personal effects, insofar as practical, and the net proceeds shall be added to and augment the remaining trust estate for distribution pursuant to

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Paragraph A-4 above. If any effect of a personal nature is not saleable or is of nominal value, in the Trustee's sole and absolute discretion, the Trustee may donate, give to any named beneficiary under Paragraph A-4 of this Trust, or abandon such item(s) of property, as the Trustee deems best.

A-6. Contingent Disposition. Any portion of the trust not disposed of pursuant to the foregoing provisions shall be distributed outright and free of trust among the then-living beneficiaries designated in Paragraphs A-4(a) through A-4(cc) of this Trust, in the proportions stated therein. Any portion of the trust not disposed of pursuant to the foregoing provisions shall be distributed outright and free of trust to the Trustor's legal heirs, excluding TODD C. ROBBEN, as a remainder interest and not by way of reversion. The identity and respective shares of those heirs shall be determined in all respects as though the death of the Trustor had occurred immediately following the happening of the event requiring that distribution, and according to Nevada's laws of intestate succession then in force relating to the succession of separate property not received from a previously deceased spouse, parent or grandparent. The identity and the respective shares of those heirs shall be determined by the Trustee, and those determinations shall be conclusive on all heirs and other persons interested in the trust. The Trustee shall not be liable for any errors or omissions in making those determinations.

A-7. Definition of Education. Whenever provision is made in this trust for payment for the education of a beneficiary, the term "education" shall be construed to include education at a private primary or secondary institution, and vocational, college and postgraduate study, so long as pursued to advantage by the beneficiary as a full-time student at an institution of the choice of the beneficiary. In determining payments to be made for such education, Trustee shall take into consideration the beneficiary's related living expenses, if any, to the extent that they are reasonable. The term "education" shall also be construed to include athletic, musical, artistic or other special activities so long as seriously pursued to advantage by the beneficiary in a recognized program of the choice of the beneficiary.

A-8. Spendthrift Provision. No interest in the principal or income of this Trust shall be anticipated, assigned, encumbered, or subjected to a creditor's claim or other legal process, including bankruptcy, before actual receipt by the beneficiaries. If the creditor or bankruptcy trustee of any beneficiary who is entitled to any distribution from this Trust attempts by any means to subject to the satisfaction of such creditor's or bankruptcy claim that beneficiary's interest in any distribution, then notwithstanding any other provisions in this instrument, until the release of the writ of attachment or garnishment or termination of such other legal process, the distribution set aside for such beneficiary shall be disposed of as follows:

(a) Distributions Limited to Health, Education, Maintenance, or Support: The Trustee shall pay to or apply for the benefit of such beneficiary all sums the Trustee determines to be necessary for the reasonable health, education, maintenance, or support of the beneficiary according to his or her accustomed mode of life; and

(b) Remainder Added to Principal: The portion of the distribution the Trustee determines to exceed the amount for the support, maintenance, health, or education shall instead in the Trustee's discretion either be added to and become principal in whole or in part or be paid to or applied for the benefit of the other beneficiary then entitled to receive payments from any trust established under this instrument, in proportion to their respective interests in the trust estate.

A-9. Release of Powers. Notwithstanding the spendthrift provision contained in the immediately preceding Paragraph or any other language in this Declaration of Trust, any power created by this Declaration of Trust may be disclaimed, released or restricted in scope, whether that power is expressly granted in this Declaration of Trust or is implied by law. Any such power may be released to the extent and in the manner prescribed by Nevada Revised Statutes 120.100–120.350 (the Uniform Disclaimer of Property Interests Act) as it exists at the time that this trust is executed. Any disclaimed or released power shall pass to and be exercised by the independent individual or corporate trustee next appointed herein.

A-10. The Trustee May Terminate Trust. If after the death of the Trustor, in the Trustee's discretion, the Trustee determines the total value of the property held in trust pursuant to this instrument is sufficiently small that the administration thereof is no longer economically desirable, the cost of administration is disproportionate to the value of the assets, or the continuation of the trust is no longer in the best interests of all of the current and future beneficiaries of the trust, the Trustee may terminate such trust. Upon termination as herein provided, the Trustee shall distribute the property of that trust to the person or persons who are then entitled to receive the income from that trust in the proportion that such persons are then entitled to receive the income, insofar as such distribution is specified in the trust, otherwise the Trustee shall distribute such trust equally to such persons.

A-11. Maximum Duration of Trust. The trusts created hereunder shall be perpetual to the fullest extent permitted by Nevada law. If any trust created hereunder is deemed to be subject to the law of a jurisdiction that has a rule against perpetuities or similar rule which limits the period during which property can be held in trust, then such trust (other than a trust created by the exercise of a general power of appointment, as defined in §2041 of the Internal Revenue Code conferred hereunder which exercise commences a new rule against perpetuities period under the law of such jurisdiction) shall terminate in all events upon the expiration of the longest period that property may be held in trust under this Trust under the law of such jurisdiction (including any applicable period in gross, such as 21 years, 90 years or 365 years); provided, however, that if the jurisdiction has a rule against perpetuities or similar rule which applies only to certain types of property, such as real property, the provisions of this Paragraph shall apply only to such property. Upon such termination, the balance of any trust so terminated shall be distributed to the income beneficiaries of that trust who are then living in the proportions in which they are, at the time of termination, entitled to receive income. However, if the rights to income are not then fixed by the terms of that trust, distribution under this Paragraph shall be made, by right of representation, to such issue of the Trustor's who are then living and are entitled or authorized in Trustee's discretion to receive income payments, or, if there are no such issue of the Trustor, in equal shares to those beneficiaries who are then entitled or authorized in Trustee's discretion to receive trust payments.

A-12. Disinheritance Clause. Except as otherwise provided in this Trust, the Trustor has intentionally and with full knowledge failed to provide for the Trustor's heirs, specifically including but not limited to any former spouse (or estate of a deceased former spouse), Trustor's stepson, TODD CHRISTIAN ROBBEN, and all legal and alleged heirs, children, stepchildren, adopted children, parents, foster parents, and all persons of any degree of relationship whatsoever, including said individuals who are not in being at the date of execution of this Trust or who are adopted by the Trustor after this Trust is executed.

[END OF SCHEDULE A]

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SCHEDULE B
POWERS AND GENERAL PROVISIONS
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SCHEDULE B
POWERS AND GENERAL PROVISIONS

The Trustor, the Trustee and the beneficiaries of each trust established under this document shall have the following powers, rights and duties, in addition to any now or hereafter conferred by law, and are subject to the following provisions:

B-1. Investment Directions from Trustor.

(a) While the Trustor is living, the Trustor shall have the right at any time to direct the Trustee to retain, sell, exchange or lease any asset of the trust; to invest and/or deposit funds of the trust; or to purchase any asset the Trustor may designate and that is acceptable to the Trustee. Upon receiving such a direction, the Trustee must comply with it, and the Trustee shall have no liability to any beneficiary for the consequences of complying with that direction. In the absence of such directions, the Trustee shall have full power and authority to invest and reinvest the trust's assets.

(b) During the legally declared or medically certified disability of the Trustor, or during such time as the Trustee determines, in the Trustee's sole discretion, that the Trustor is unable to exercise such investment rights because of physical incapacity or for any other reason, the Trustee shall have and exercise full powers and duties of management. Upon such a disability of the Trustor, and whenever the Trustor is not a Trustee, the Trustee is requested, when it is practical, to consult with the Trustor concerning the retention, sale, exchange, lease or other investment of the trust's assets. The Trustee is requested to give consideration to the Trustor's recommendations relating to such matters, without, however, being required to follow such recommendations.

B-2. General Management Powers.

- (a) Regarding the trust or any of its assets, the Trustee shall have the power:
- (i) to hold undivided interests in the same property;
 - (ii) to sell, convey, exchange, partition, convert, improve, repair, manage, operate or control;
 - (iii) to lease for terms within or beyond the term of the trust for any purpose, including exploration for and removal of gas, oil or other minerals;
 - (iv) to enter into community oil leases;
 - (v) to carry insurance of such kind and in such amounts as the Trustee deems advisable, at the expense of the trust;
 - (vi) to pay, compromise or settle by arbitration, compromise or otherwise any claim against or in favor of the trust;

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(vii) to release, in whole or in part, any claim belonging to the trust to the extent the Trustee, in the Trustee's discretion, deems it uncollectible;

(viii) to commence, compromise or defend litigation with respect to the trust or any of its assets as the Trustee, in the Trustee's discretion, deems advisable, at the expense of the trust;

(ix) to invest and/or deposit and reinvest in such assets as the Trustee, in the Trustee's discretion, deems advisable, whether or not permitted by law for the investment of trust funds, including, but not limited to, general or limited partnership interests, mineral interests, mutual funds, promissory notes (secured by deeds of trust or mortgages, or unsecured), encumbered or unencumbered real property, or interests in any common trust fund administered by the Trustee solely for the investment of trust assets;

(x) to grant an option involving the disposition of an asset or a lease or to take an option for the acquisition of an asset or a lease;

(xi) to make ordinary or extraordinary repairs or alterations in buildings or other trust assets; to demolish any improvement; and to raze existing or erect new party walls or buildings;

(xii) to purchase or otherwise acquire unproductive property; provided, however, that any current income beneficiary by written instrument delivered to the Trustees shall have the right to direct the Trustees to convert any non-income producing property, held in the individual beneficiary's share, to income-producing property, and the Trustees shall comply with such direction within a reasonable time after it is received;

(xiii) to subdivide or develop real estate; to make or obtain the vacation of plats and adjust boundaries; to adjust differences in valuation on exchange or partition by giving or receiving consideration; and to dedicate land, or interests in land (such as easements), to public use without consideration; and

(xiv) to effect incorporation, dissolution, or other change in the form of organization of a business or enterprise; to form partnerships and limited liability companies; and to establish trusts.

(b) The Trustee may exercise the foregoing powers upon such terms and in such manner as the Trustee, in the Trustee's discretion, deems advisable. The enumeration of the foregoing powers of the Trustee shall not limit the Trustee's general or implied powers. Subject always to the discharge of the Trustee's fiduciary obligations, the Trustee shall have all of the rights, powers and privileges that an owner of the trust's assets would have. The Trustee may also continue to exercise any power or discretion for a reasonable period after the termination of the trust, but only for so long as no law relating to perpetuities would be violated.

B-3. Access, Use and Control of Digital Assets and Media. The Trustee shall have the power to access, use, hold and control any asset held by any kind of computing or digital storage device or that is otherwise in digital form, in which the Trustor is the owner or the author,

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including without limitation lists of passwords; user account information; social media sites; blogs, e-books, and other Web-hosted materials; all digital albums and videos; and websites on which the Trustor conducts business transactions. The Trustor hereby authorizes any person or entity that possesses or controls any electronically stored information, or that provides to the Trustor an electronic communication service, to divulge to the Trustee any electronically stored information or any record or other information pertaining to the Trustor. This authorization is to be construed as the lawful consent of each Trustor to all such access or disclosure under the Electronic Communications Privacy Act of 1986, the Computer Fraud and Abuse Act of 1986, and any other applicable state or federal data privacy law, as such laws may be amended. The Trustee is authorized to employ any consultants or agents to advise or assist the Trustee in decrypting any encrypted electronically stored information of the Trustor, or in bypassing, resetting, or recovering any password or other kind of authentication; and the Trustor hereby authorizes the Trustee to take any of the foregoing actions to access: (1) any kind of computing device of the Trustor; (2) any kind of data storage device or medium of the Trustor; (3) any electronically stored information of the Trustor; and (4) any user account of the Trustor. The terms used in this Paragraph are to be construed as broadly as possible, including as contemplated in the Uniform Fiduciaries Access to Digital Assets Act, and any other applicable state or federal data privacy law, as such laws may be amended. The term "user account" includes without limitation an established relationship between a user and a computing device or between a user and a provider of Internet or other network access, electronic communication services, or remote computing services, whether public or private.

B-4. Election of Directors. The Trustee may elect one or more of the individual Trustees to the Board of Directors or similar governing body of any corporation or organization in which the trust has an interest. Any Trustee may serve as a director, trustee, officer, employee, partner, manager, trustee or agent of such a corporation or organization, and, in addition to his or her compensation as the Trustee, may retain all compensation received for such services without accounting to the trust. The Trustee may obtain liability insurance for the Trustee's services as such an officer or director and may pay the premiums on such insurance from the trust. Such premium payments shall not reduce the compensation otherwise payable to the Trustee.

B-5. Trustee's Conflicts of Interest.

(a) The Trustee may exercise all of the rights and powers accorded the Trustee by law, or by the provisions of this document, with respect to shares of stock, corporate obligations, partnership interests and other assets that are a part of, or that may become a part of, the trust, regardless of any interest the Trustee (or the Trustees, if there is more than one), either individually or as a fiduciary of any estate or trust, may have in such assets. Without limiting the generality of the foregoing, the Trustee may exercise such powers even if the Trustee (or any Trustee) may, at the time of such exercise, be an officer, director, partner, manager, member, employee or shareholder of any corporation or other entity, the securities of which are a part of the trust, or an Executor, Administrator, Conservator, Guardian or Trustee of an estate or trust having an interest in any such corporation or other entity.

(b) No individual Trustee shall be liable because of the investment of his or her own assets, or the assets of others for which he or she may have investment responsibility, in common with the assets of the trust, nor shall any such investment made on behalf of the trust be void or voidable by any person.

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(c) Each individual Trustee may act individually as a partner (limited or general), director, officer, manager, member or employee of any partnership, corporation or other business organization in which the trust has an interest. In addition to his or her compensation as the Trustee, an individual Trustee may receive from such business organization compensation for his or her services, without accounting to the trust.

(d) The selection of the Trustee (including the successor Trustees and the method of their selection) was made with full knowledge that the situations mentioned in the proceeding subparagraphs of this Paragraph might arise and, accordingly, no Trustee shall be subject to surcharge or any other claim by or on behalf of anyone who may be interested in the trust arising out of, or claimed to arise out of, any possible conflict of interest based upon the interest of any Trustee (either individually or as a fiduciary of any estate or trust) in any asset that is, or may become, a part of the trust.

(e) The preceding subparagraphs of this Paragraph shall be liberally construed to the end that any Trustee (as an individual or as a fiduciary of any other estate or trust) may deal with himself (or herself or itself, as the case may be) as a Trustee of the trust in matters pertaining to any asset that is, or may become, a part of the trust as if such Trustee were a stranger to the trust.

B-6. Money Market Funds. The Trustee may invest in so-called "money market" funds. For the sole purpose of making such an investment, the Trustee may affect short sales and buy on margin and may pledge any security of the trust, whether held by the Trustee or in a margin account with a securities broker, as security for loans and advances made to the Trustee. The Trustee may execute such agreements and other documents, including margin and securities lending agreements, that may be required by securities brokerage firms in connection with any investment in a "money market" fund.

B-7. Retention of Assets. The Trustee may retain in the trust, for such time as the Trustee deems proper, any asset received by the Trustee. The Trustee may also operate at the risk of the trust any asset or business received by the Trustee, and the profits and losses from it shall inure to (or be chargeable against the trust as a whole and not to the Trustee. The foregoing applies to any asset or business, whether received during the lifetime of the Trustor or on or after the death of the Trustor, or purchased by the Trustee pursuant to the directions of the Trustor, and whether or not such asset or business is of the character permitted by law for the investment of trust funds. The foregoing provisions specifically apply to shares of any corporate Trustee's own stock.

B-8. Residence of the Trustor. If a residence, or any interest in a residence, is ever held as part of the trust, the Trustor may reside in such residence without being required to pay rent. The Trustee shall pay all of the taxes, insurance, mortgage, maintenance, repairs or other capital expenditures, and other expenses in connection with that residence, or any other residence subsequently obtained.

(a) Upon the request of the Trustor, or if the Trustee determines that (i) the retention of such residence results in a burden on the trust that is economically unfeasible, or (ii) that another residence would be more suitable, the Trustee may sell, lease, or otherwise dispose of such residence. Unless such a sale, lease or other disposition was at the request of the Trustor, the Trustee should obtain the consent of the Trustor before making the sale, lease, or other

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disposition. However, if the Trustor cannot give such consent, the Trustee may act without first obtaining it. Upon any such sale, lease, or other disposition, the Trustee may buy, lease, or otherwise acquire a new residence.

(b) The Trustee may sell the interest of the trust in any residence to any beneficiary of the Trust at its then current market value, despite the fact such beneficiary may be a Trustee of the trust.

(c) For purposes of this Paragraph, "residence" includes both a primary residence and a secondary residence, such as a vacation residence.

B-9. Securities. Regarding securities, the Trustee shall have all of the rights, powers and privileges of any owner, including without limitation the power to give proxies, pay calls, assessments, and other sums deemed by the Trustee necessary for the protection of the trust. The Trustee may participate in voting trusts, pooling agreements, foreclosures, reorganizations, consolidations, mergers, and liquidations, and, in connection with them, may deposit securities with and transfer title to any protective or other committee under such terms as the Trustee deems proper. The Trustee may exercise or sell stock subscription and conversion rights. Regardless of any limitation elsewhere in this document relative to investments by the Trustee (other than the Survivor's right to make non- or low-income producing assets productive), the Trustee may accept and retain as a trust investment securities received through the exercise of any of the foregoing powers.

B-10. Borrowing. The Trustee may borrow money for any trust purpose, upon such terms and conditions as the Trustee deems proper, and may obligate the trust for the repayment of such borrowing. The Trustee may encumber the trust's assets by mortgage, deed of trust, pledge or otherwise. The Trustee may transfer any trust asset for the purpose of effecting any encumbrance, including leases, and retransferring to the Trustee subject to such encumbrance. Any such transfer and retransfer shall in no way suspend or impair the trust. The Trustee may also replace, renew or extend any encumbrance upon the trust's assets.

B-11. Loans from the Trustee. The Trustee may lend or advance the Trustee's own funds to the trust for any trust purpose, at the then current rate of interest. Such a loan or advance, together with interest, shall be a first lien against the trust's assets and shall be repaid from them.

B-12. Loans to Other Trusts or Probate Estates. The Trustee may lend trust principal at the then current interest rate to, or may purchase assets at their fair market value from, any other trust established under this document or the probate estate of either Trustor.

B-13. Guaranties and Security Interests. The Trustee may give such guaranties, warranties or indemnifications as the Trustee, in the Trustee's discretion, deems proper. While Trustor is living, the Trustee may encumber any asset of the THOMAS J. HARRIS TRUST by mortgage, deed of trust, pledge or otherwise, for the purpose of securing any indebtedness of the Trustor.

B-14. Insurance on a Trustee's Life. Despite any contrary provision of this document, no Trustee shall have any power, as a Trustee, to exercise any incident of ownership in any life insurance policy owned by the trust that insures that Trustee, in his or her individual capacity. All incidents of ownership in any such policy shall be exercised by the Co-Trustee(s), if any, other

than the person insured by that policy. If there is no non-insured Trustee, a special Trustee shall be appointed for this purpose as though there were a vacancy in the trusteeship of the trust.

B-15. Provisions Relating to Policies of Life Insurance.

(a) Trustor to pay premiums. Until the Trustor otherwise directs in writing and furnishes funds therefore, the Trustee shall not be required to pay premiums, assessments or other charges upon any of life insurance policy on the life of the Trustor, if any, and shall hold them subject to the order of the Trustor during his life without obligation other than the safekeeping of such policies that may be delivered to the Trustee.

(b) Rights reserved. The Trustor has reserved all rights, options and privileges conferred upon the insured by the terms of the policies; to the extent that the Trustor is the owner of such policies, sickness, disability or other benefits and all dividends accruing on the policies during his life shall be paid by the insurer directly to the insured, or to the Trustor/owner thereof, as the case may be, until the owner of the policy directs otherwise in a writing filed with the insurer and the Trustee.

(c) Insurance proceeds to the Trustee. Upon receipt of proof of death of the Trustor whose life is insured and upon receiving possession of the policies insuring the Trustor, the Trustee shall use all reasonable efforts to collect all sums payable thereon, which sums upon receipt shall become principal of the trust estate, except interest paid by the insurer, which shall be income.

(d) Insurance powers of the Trustee. The Trustee may exercise any settlement option under any policy and may compromise, arbitrate or otherwise adjust claims upon any of the policies. The receipt of the Trustee to the insurer shall be a full discharge, and the insurer is not required to see to the application of the proceeds. The Trustor agrees that any quasi-community property or community property interest that he may have in any policy of insurance and any proceeds thereof shall be included in the trust estate.

(e) Protection of the Trustee. The Trustee shall not be responsible for any acts or omissions of the Trustor in connection with or relating to any life insurance policy and shall not be required to prosecute any action to collect any such insurance or to defend any action relating to any of such policies unless indemnified in manner and amount satisfactory to the Trustee.

(f) Beneficiary/Trustee – Life Insurance. The Trustee shall continue to hold as part of the trust estate any policies of insurance on the life of any beneficiary of this trust, which policies shall become part of the trust estate in any manner. If that beneficiary is acting as Trustee, while that beneficiary is so acting, an appointed special trustee, other than that beneficiary, also referred to as “consultant for insurance,” shall exercise all powers conferred upon the owner of any such policy insuring that beneficiary. The Trustee shall take all steps necessary or appropriate to implement the actions of the consultant for insurance, who shall hold such powers in trust and shall designate this trust as beneficiary of all such policies. On the request of the insurer, the Trustee shall execute any documents required to implement the actions taken by the consultant for insurance relative to any such policy. The Trustee shall charge all premiums on such policies as are continued in force against the income, or if the income is insufficient, against the income and the principal of the trust estate.

B-16. Principal and Income Determination. Except as otherwise specifically provided in this trust, to determine all matters with respect to what is principal and income of the trust estate and the apportionment and allocation of receipts and disbursements between these accounts pursuant to the provisions of Nevada Revised Statutes 164.780–164.925 (“Nevada Revised Uniform Principal and Income Act”) from time to time existing. Any such matters not provided for either in this trust or in the Nevada Revised Uniform Principal and Income Act shall be determined by the Trustee in a reasonable exercise of the Trustee’s discretion. Premiums paid upon the purchase of bonds or other obligations may be charged (in whole or in part) to principal, or may be amortized out of, or charged immediately to, income. In exercising this discretion, the Trustee must act in a manner that is reasonable and equitable in view of the interests of the income beneficiaries and remaindermen, and in the manner in which persons of ordinary prudence, diligence, discretion and judgment would act in the management of their own affairs.

B-17. Proration of Income. Income accrued or unpaid on trust property when received into the trust shall be treated as any other income. Income accrued or held undistributed by the Trustee at the termination of any interest or estate under this trust shall go to the beneficiaries entitled to the next eventual interest in the proportions in which they take such interest. Periodic payments out of principal, not due upon the termination of any interest or estate, shall not be apportioned to that date. The Trustee shall not be required to prorate taxes and other current expenses to the date of termination. This provision shall not apply to a trust which otherwise qualifies for the federal estate tax marital deduction.

B-18. Budgeting. The Trustee may budget the trust’s estimated annual income in order to equalize, so far as is practicable, periodic income payments to beneficiaries.

B-19. Reserves for Depreciation. Notwithstanding any other provision of this trust or of the Nevada Revised Uniform Principal and Income Act, any Trustee hereunder who is also a beneficiary of this trust (“beneficiary/Trustee”), shall, as the Trustee, be specifically subject to the Trustee’s duty to treat income beneficiaries and remainder beneficiaries equitably, and the following requirements shall be observed by such Trustee, provided, however, the aggregate return from time to time of all investments of a trust which otherwise qualifies for the marital deduction is reasonable in light of the then existing circumstances:

(a) A reasonable reserve for depreciation of all income-producing depreciable real and personal property and for capital improvements and extraordinary repairs on income-producing property shall be charged to income from time to time;

(b) A reasonable reserve for depletion of all depletable natural resources, including but not limited to oil, gas, mineral, and timber property, shall be charged to income from time to time;

(c) Distributions by mutual funds and similar entities or gains from the sale or other disposition of property shall be credited to principal;

(d) A reasonable reserve for amortization of all intangible property having a limited economic life, including but not limited to patents and copyrights, shall be charged to income from time to time;

(e) All premiums paid and all discounts received in connection with the purchase of any bond or other obligation shall be amortized by making an appropriate charge or credit to income; and

(f) All deferred compensation, including but not limited to benefits payable under a qualified pension, profit-sharing, or stock bonus plan described in Internal Revenue Code Section 401, and all other income in respect of a decedent as defined in Internal Revenue Code Section 691 and the applicable United States Treasury regulations thereunder, shall constitute principal. If any of these items are allocated to a trust which otherwise qualifies for the marital deduction, however, and do not yield a reasonable amount of income as required by United States Treasury Regulations Section 20.2056(b)-5(f), the Trustee shall allocate a reasonable portion of that item to income, the amount of the allocation to be determined by the Trustee in the Trustee's discretion, taking into account the Trustor's desire to comply with this regulation for all amounts allocated to a trust which otherwise qualifies for the marital deduction.

B-20. Prohibited Administrative Powers. As to any subsequently created trust established in this Declaration of Trust, while a beneficiary of any trust is acting as Trustee, the beneficiary/Trustee is expressly prohibited from exercising any power vested in the Trustee primarily for the benefit of the beneficiary/Trustee, rather than for the benefit of other income or remainder beneficiaries. The beneficiary/Trustee shall not have the power to purchase, exchange, or otherwise deal with or dispose of the principal or income of the trust estate for less than adequate and full consideration in money or money's worth, or the power to borrow the principal or income of the trust estate, directly or indirectly, without adequate interest or without adequate security, or the power to vote any securities, directly or indirectly, transferred by the Trustor to the trust that are securities of a controlled corporation as defined by Internal Revenue Code Section 2036(b)(2) or any successor statute.

B-21. Cross-Dealing. With respect to any trust created hereunder, the Trustee shall have the power to make loans to or borrow from, to purchase property or assets of any kind from, or sell to, or in any other manner deal with the personal representative of the Trustor's estate, or among all trusts created herein, upon such terms and conditions or in such manner as the Trustee shall deem reasonable in the Trustee's sole discretion and in the interests of all the trusts and the beneficiaries thereof. Anything herein to the contrary notwithstanding, the Trustee may make any sales or exchanges among the trusts hereof as the Trustee shall deem desirable to avoid the holding of fractional interests. All such sales or exchanges among trusts shall have the approval of the then living adult income beneficiaries of the trust.

B-22. Purchase of Treasury Bonds. With respect to any trust created hereunder, the Trustee shall have the power to purchase at less than par United States Treasury Bonds that are redeemable at par in payment of any federal estate tax liability of the Trustor in such amounts as the Trustee deems advisable, and for that purpose, the Trustee may partition a portion of the community property of the trust estate and make such purchases from either or both portions. The Trustee shall exercise the Trustee's discretion and purchase such bonds if the Trustee has reason to believe that a Trustor is in substantial danger of death, and may borrow funds and give security for that purpose. The Trustee shall resolve any doubt concerning the desirability of making the purchase and its amount in favor of making the purchase and in purchasing a larger amount of such bonds than might otherwise be necessary. The Trustee shall not be liable to the Trustor, any heir of the Trustor, or any beneficiary of this trust for losses resulting from purchases made in

good faith. The Trustee shall redeem any such bonds that are part of the trust corpus to the fullest extent possible in payment of the federal estate tax liability of the Trustor with reference to assets included in this trust or otherwise.

B-23. Employment of Advisors. The Trustee may employ (and compensate from the trust) such attorneys, auditors, accountants, investment counselors, brokers, depositories and agents as the Trustee deems proper. The Trustee may act on the recommendations of such persons without independent investigation.

B-24. Use of a Nominee or Custodian.

(a) The Trustee may hold any trust asset in the Trustee's name as the Trustee, or in the Trustee's own name, or in the name of the Trustee's nominee. The Trustee may also hold any trust asset unregistered so that ownership will pass by delivery.

(b) The Trustee may also keep the trust's assets in a custodial account with a brokerage firm, "mutual fund," insurance company, bank, trust company, or similar entity. Such a custodian may hold the trust's assets in the name of its nominee, and shall not be liable for following the Trustee's written instructions.

B-25. Powers of a Single Co-Trustee. Whenever there is more than one Trustee, the Co-Trustees, if they all agree, may establish accounts requiring the signature of only one Co-Trustee. Those accounts may be of any type, including bank accounts, brokerage accounts, and custodial accounts.

B-26. Delegation of a Co-Trustee's Powers. Any Co-Trustee may delegate and surrender to any one or more of the other Co-Trustees (including any corporate Trustee), such delegating Co-Trustee's powers regarding the investment, retention, sale, exchange, lease or other management of the trust's assets. Such a delegation must be set forth in a document signed by the delegating Co-Trustee and delivered to the other Co-Trustee(s). Upon giving similar notice, the delegating Co-Trustee may resume the right to exercise any delegated power. By accepting trusteeship of this trust or any trust created hereunder, the Trustee acknowledges under certain circumstances he or she may be liable for the acts of or other Co-Trustees and are advised to seek advice of competent legal counsel prior to authorizing an agent or Co-Trustee to act on behalf of the trust.

B-27. Distribution of Assets. Upon any division or distribution of the trust, the Trustee may partition, allot or distribute the trust's assets in undivided interests or in kind, or partly in money and partly in kind. The Trustee may sell such assets as the Trustee deems proper to make any such division or distribution. The Trustee may also distribute a disproportionate share of any asset to a beneficiary or a trust. However, the fair market value of all assets distributed to a beneficiary or trust must equal the fair market value of the proportionate interest that beneficiary or trust is entitled to receive in all of the assets available for distribution at that time. Such a distribution may be made without regard to the income tax basis of specific assets allocated to any beneficiary (including any trust). The powers granted by this Paragraph shall be exercised by the Trustee, in the Trustee's discretion, and no consent to any distribution shall be required.

B-28. Prefer Income Beneficiaries Over Remaindermen. The primary purpose in creating the trust is to provide for those persons entitled, either directly or in the Trustee's discretion, to the

trust's income, and the rights and interests of the remaindermen are subordinate and incidental to that purpose. The provisions of the trust shall be liberally construed in the interest of, and for the benefit of, the income beneficiaries.

B-29. Trustee May Consider Outside Resources When Exercising Discretion. Whenever the Trustee exercises any power to make a discretionary distribution to provide for a beneficiary's support, maintenance, health or education, the Trustee may, but need not, consider assets outside of the trust that are available for those purposes, of which the Trustee has actual knowledge.

B-30. Distributions to Minors and Incompetents. The Trustee may distribute any asset distributable to (or applicable to the use of) any minor or incompetent beneficiary by making the distribution (a) to the guardian or conservator of the person or the estate of that minor or incompetent, (b) to the parent(s) of (or a custodian for) that minor or incompetent, or (c) directly to that minor, or by applying the payments for the benefit of that minor or incompetent.

B-31. Defray Guardian's Expenses – Consider Family Needs. In interpreting the trust and its separate shares, payments made following the Trustor's death for the health, education, maintenance, or support of any beneficiary may include, in the Trustee's discretion, contributions to the health, education, maintenance, or support of that beneficiary's immediate family and other persons with whom that beneficiary resides, including, but not limited to, the beneficiary's guardian of the person and the guardian's spouse and children.

B-32. Delaying Divisions or Distributions. To ensure the availability of the alternate valuation date for federal estate tax purposes, the Trustee may delay making an actual division or distribution of the trust as required by other provisions of this document. Whenever there is such a delay, the interest of the beneficiaries in the assets affected by such delay shall vest as of the date of death. The Trustee may, during such a delay and pending such division or distribution, distribute income to those persons entitled to it.

B-33. Character of Trust's Assets. All community property assets (if applicable) transferred to the trust and the proceeds of them shall retain their character as community property during the lifetime of the Trustor, and all separate property assets of the Trustor and the proceeds of them shall retain their separate property character during the lifetime of the Trustor. If the trust is revoked in whole or in part, each asset subject to the revocation shall be returned to the Trustor, retaining its character as separate or community property as if the trust had not been created.

B-34. Additions to the Trust. Any person may add assets to the trust that are acceptable to the Trustee.

B-35. Separate Nature of Each Trust.

(a) Whenever the trust, or a portion of it, is divided into shares or parts, each such share or part shall constitute a separate trust, and it shall be held, administered, and distributed as such. The Trustee may hold undivided interests as a portion of any such share or part.

(b) The Trustee shall not be required to segregate physically or divide the assets of the various trusts created under this document except as may be required by a distribution to a

beneficiary. However, the Trustee must keep separate accounts for the different undivided interests.

B-36. Amending or Revoking the Trust. While the Trustor is living, the Trustor may revoke or amend the trust in any respect, as the Trustor deems appropriate. Each such amendment must be written and signed by the Trustor, and any revocation must be set forth in a document signed by the Trustor and delivered to the Trustee. Upon the Trustor's death, the Trust shall become irrevocable and shall not be subject to further amendment.

B-37. Resignation of Trustee.

(a) A Trustee may resign at any time, and a successor Trustee shall be selected as provided for elsewhere in this document. If none of these successor Trustees qualifies or acts, a successor Trustee shall be appointed by a court of competent jurisdiction upon the petition of the last resigning Trustee or of any person interested in the trust.

(b) All authority and powers, including discretionary powers, conferred on the original Trustee shall pass to any successor. No successor Trustee shall have any responsibility for the acts or omissions of any prior Trustee and shall not have any duty to audit or investigate the accounts or administration of any prior Trustee. Unless a successor Trustee receives a written request to do so from a person having a present or future beneficial interest in the trust, that successor Trustee shall have no duty to take action to obtain redress for any breach of trust by a prior Trustee.

(c) To resign, a Trustee must give written notice at least thirty (30) days before such resignation will take place. Such notice must be given to each of the resigning Trustee's Co-Trustees, if any. If there is no such Co-Trustee, such notice shall, instead, be given to each adult beneficiary of the trust who is living then and to the guardian, conservator or other fiduciary of the estate of each minor or incompetent beneficiary who is entitled to receive income then (either absolutely or in the Trustee's discretion).

B-38. Incapacity of Trustee. The determination of an individual Trustee's incapacity to serve as Trustee shall be established by a written statement to that effect from two licensed physicians who have separately examined the individual Trustee, and the successor Trustee (or Co-Trustee) as provided for elsewhere in this document shall assume the trusteeship (or co-trusteeship) at that time.

B-39. Beneficiary-Trustee's Provisions. Despite any contrary provision of this document or of law, following the Trustor's death, each individual Trustee shall be disqualified from exercising any discretion given to the Trustee to benefit, directly or indirectly, someone he or she is obligated to support. Instead, all such discretion shall vest solely in the other Co-Trustee(s) and, if there is none, a special Co-Trustee shall be appointed for such purpose in the manner set forth in this document as though there were a vacancy in the trusteeship of the trust.

B-40. Removal of Corporate Trustee.

(a) Whenever there is at least one individual Co-Trustee, he, she or they, as the case may be, may replace the acting corporate Co-Trustee, if any, with a new Trustee, and that new Trustee may be a corporation or an individual. Whenever there is no individual Co-Trustee, a

majority in number of the adult beneficiaries of the trust then entitled to receive income, either absolutely or in the Trustee's discretion, may replace any corporate Trustee with a new corporate Trustee. If there is no individual Co-Trustee, and if there is no adult income beneficiary, the power to replace a corporate Trustee with a new corporate Trustee shall be held, jointly, by the guardians of the estates of the minor beneficiaries who are living when a substitution is to be made.

(b) A replacement of the corporate Trustee pursuant to the foregoing provisions shall not occur more often than once during any twelve (12) month period. A corporate Trustee may be replaced by giving a written notice to it that states it is being replaced and designates the successor Trustee.

B-41. Remainder Beneficiaries with a Disability. If a remainder beneficiary under this trust is eligible for (or receiving) needs-based public benefits, e.g., Supplemental Security Income (SSI), Medi-Cal, In-Home Supportive Services (IHSS), or Regional Center services (the "Disabled Beneficiary"), it is the intent of the Trustor that the Disabled Beneficiary be able to both preserve his or her inheritance and preserve eligibility for these public benefits. It is also the Trustor's intent that, if any property of the Trust remains after the death of the Disabled Beneficiary, it be distributed to the Disabled Beneficiary's family members and friends rather than to pay back Medi-Cal for services provided during the Disabled Beneficiary's lifetime. Implementation of Trustor's intention as provided above shall be as follows:

(a) The Trustee has sole and absolute discretion to decide whether or not to establish a stand-alone third-party special needs trust ("SNT") on behalf of the Disabled Beneficiary. In no event shall the Disabled Beneficiary of the third-party SNT control the amount or frequency of trust distributions, have the ability to revoke the trust, or have the right to direct the use of funds for the Disabled Beneficiary's personal benefit. Nor shall the Disabled Beneficiary have the right to select a trustee (or successor trustee) of the trust, nor shall he or she be allowed to be the trustee.

(b) The Trustee, in exercising its discretion to establish a third-party SNT, shall have the right to hire experienced counsel familiar with establishing third party SNTs to prepare the trust. The Trustee shall also have the right to establish himself or herself as Trustee of the trust or to appoint an entirely different fiduciary and/or management team for the SNT (e.g., professional trustee, trust advisory committee, or trust protector) as he or she decides in his or her own sole and absolute discretion. The Trustor recommends (but does not require) that the trust allow the Disabled Beneficiary to have a limited (or special) testamentary power of appointment over the assets of the trust to maintain some control over the ultimate distribution of the inheritance. Expenses for this purpose, including reasonable attorneys' fees, will be a proper charge to the trust estate held for the benefit of the Disabled Beneficiary.

In exercising its discretion under this provision, the Trustee shall not be liable to any beneficiary or other person with an interest in this Trust for the Trustee's acts or omissions in deciding whether or not to establish a third-party SNT, except in cases of willful misconduct, bad faith, or gross negligence.

B-42. Accounting. The Trustee shall account to the beneficiaries periodically and, if requested by a beneficiary, at least annually.

B-43. Compensation. Whenever SCOTT BARTON or TARA FLANAGAN is serving as Trustee (a "Designated Trustee"), compensation for such Designated Trustee shall be paid pursuant to Paragraph A-4 of this Trust. At any such time as neither Designated Trustee is available or able to serve, any other Trustee appointed to fill a vacancy in the trusteeship of any trust established under this document may receive reasonable compensation for his/her services as the Trustee. If any such Trustee is a professional person (such as a lawyer, accountant, or financial institution), each such Trustee shall be compensated for his or her services as such Trustee on the basis of his or her customary charges for providing professional services.

B-44. Liability of Trustee. No individual Trustee shall be liable to any beneficiary for any act or default of that Trustee, or of any other Trustee or of any other person, unless resulting from that individual Trustee's own bad faith or gross negligence.

B-45. Receipt of Notice. Until the Trustee receives written notice of any death, birth, marriage or other event upon which the right to income or principal of the trust depends, the Trustee shall not be liable for disbursements made in good faith to persons whose interests have been affected by that event.

B-46. Instructions to Trustee. Whenever any person is authorized by this document to give instructions or directions to the Trustee, those instructions or directions may be oral or written. Despite the foregoing, the Trustee may, in the Trustee's discretion, require that any such instruction or direction be written. In such an instance, the Trustee shall not be liable for not acting in accordance with the instruction or direction until it is delivered to the Trustee in writing. Notwithstanding the foregoing, while the Trustor is living and serving as Trustee, oral instructions or requests are sufficient.

B-47. No Contest Clause. If any beneficiary singly or in conjunction with any other person:

(a) contests in any court the validity of any trust established under this document or of the Will of the Trustor;

(b) seeks to obtain an adjudication in any court that any such trust or such Will or any of their provisions is void; or

(c) seeks otherwise to void, nullify, or set aside any such trust or Will or any of their provisions; or

(d) seeks to obtain an adjudication in any court challenging a transfer of property concerning any trust established under this document on the grounds it was not the transferor's property at the time of the transfer,

then the right of that beneficiary to take any interest given to him or her under the trust shall be determined as it would have been determined had he or she died before this document was signed. The Trustee may defend (at the expense of the trust) any contest or other attack of any nature on the trust or any of its provisions.

B-48. Trustee as Partner or Shareholder of Attorneys. Because the Trustor believes it would be in the best interests of the trusts created pursuant to this declaration of trust and because Abigail G. Stephenson, Esq. and the law firm Blanchard, Krasner & French, a Professional Corporation, have become very familiar with the Trustor's business and financial affairs, the Trustor deems it to be in the best interest of the Trust, that whether or not Kipp Williams, Esq. or any other member of the firm serves as Trustee, the law firm now known as Blanchard, Krasner & French, a Professional Corporation, or any successor to such firm, with which Abigail G. Stephenson, Esq. is associated, may nevertheless be retained to represent the trusts established by this declaration of trust, and such law firm shall be entitled to compensation both as Trustee, and as attorneys for the Trustee, or both, as the case may be. With full knowledge of such relationships, the Trustor waives all conflicts of interest which now or hereafter may exist.

B-49. Children of the Trustor. The Trustor has two Children of his first marriage to MARLENE HARRIS (deceased April 22, 1972); and two stepchildren of his second marriage to OLGA HARRIS (aka OLGA ROBBEN), whose names and dates of birth are:

THOMAS ANTHONY HARRIS, born August 20, 1958;
TODD EDWARD HARRIS, born May 15, 1960 (deceased with no issue);
JEFF DEWEY ROBBEN, born September 12, 1964; and
TODD CHRISTIAN ROBBEN, born April 16, 1969.

Neither JEFF DEWEY ROBBEN nor TODD CHRISTIAN ROBBEN was adopted by the Trustor. No other child has ever been born to or adopted by the Trustor.

B-50. Headings. The headings in this document are for convenience only and do not in any way limit or amplify the provisions of the trust.

B-51. Governing State Law. This trust has been accepted by the Trustee in the State of Nevada and, unless otherwise provided in this trust, its validity, construction and all rights under it shall be governed by the laws of that State. In the event the Trustee is or becomes domiciled outside the State of Nevada, and all movable assets of this trust become located within the state in which the Trustee is domiciled, then said Trustee shall be governed by the laws of that state with respect to this trust.

B-52. Definitions and Related Matters. As used in this document:

"Child" or "Children." References to Child or Children of the Trustor are to THOMAS ANTHONY HARRIS and JEFF DEWEY ROBBEN.

"Code." References to "Code" shall refer to the Internal Revenue Code of 1986, as amended, and its successors. References to a specific section of the Code include future amendments, and successors, to it.

"Corporate Trustee." The terms "corporate Trustee" and "corporate Co-Trustee" shall mean any Financial Institution as defined in Nevada Revised Statute Section 363A.050, or any Trust Company as defined in Nevada Revised Statute Section 669.070 that has either been appointed to serve as Trustee or Co-Trustee of the Trust, or may be appointed to serve as a Trustee or Co-Trustee of the Trust.

"Death Taxes." The term "death taxes" includes all federal or state estate, inheritance, or other succession taxes, but does not include (i) any federal or state generation-skipping transfer taxes, or (ii) any additional tax that may be assessed under Code section 2032A(c).

"Descendant," "Issue" and Related Terms. The terms "child," "descendant," "issue" and similar terms include persons who were adopted, but only if they were minors at the date of their adoption.

"Disclaimer." The terms "disclaimer" or "disclaim" shall refer to a qualified disclaimer, as defined in Code section 2518.

"Document." References to this document include any amendment to it.

"Gender and Number." The masculine, feminine and neuter gender, and the singular and plural number, each include the other(s), unless the context indicates otherwise.

"Support" and "Maintenance." References to a person's support or maintenance are to such person's support or maintenance in his or her accustomed manner of living.

"Trustee." The term "Trustee" in the singular includes the terms "Trustees" or "Co-Trustees" in the plural whenever there is more than one Trustee. Also, the term "Trustee" refers to the original Trustee and each successor, unless the context indicates otherwise.

"Will." The term "Will" includes any Codicil to it.

[END OF SCHEDULE B]

SCHEDULE C
ADDITIONAL POWERS AND PROVISIONS
TABLE OF CONTENTS

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C-2. Proration of Taxes.....	1
C-3. Generation-Skipping Transfer Tax Provisions	1
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SCHEDULE C

ADDITIONAL POWERS AND PROVISIONS

In addition to the provisions of the accompanying Schedules A and B, the Trustor, the Trustee and the beneficiaries of each trust established under this document have the following powers, rights and duties, and are subject to the following provisions:

C-1. Payment of Trustor's Expenses or Taxes. Upon the Trustor's death, the Trustee may, in the Trustee's discretion, pay out of the THOMAS J. HARRIS TRUST:

- (a) the Trustor's last illness and funeral expenses;
- (b) the expenses of administering property includable in the Trustor's gross estate for federal estate tax purposes;
- (c) debts that would be enforceable against the Trustor if he were living; and
- (d) inheritance, estate or other taxes that arise by reason of the Trustor's death.

C-2. Proration of Taxes. Except as otherwise specifically provided in this trust or in Trustor's will, federal estate taxes imposed on or by reason of the inclusion of any portion of the trust estate in the gross taxable estate of the Trustor under the provisions of any federal tax law shall be paid by the Trustee and charged to, prorated among, or recovered from the trust estate or the persons entitled to the benefits under this trust as and to the extent provided by any applicable tax law or any proration statute. Except when otherwise specifically provided, state death taxes shall be paid and charged to the trust estate or deducted and collected as provided by applicable state law.

C-3. Generation-Skipping Transfer Tax Provisions.

- (a) As used in this document:
 - (i) "inclusion ratio," "GST exemption," "skip person," and "non-skip person" have the meanings given those terms in Chapter 13 of the Code and the regulations under it;
 - (ii) "GST tax" refers to the generation-skipping transfer tax imposed by Chapter 13 of the Code;
 - (iii) "GST-Exempt" refers to a trust or share that has an inclusion ratio of zero; and
 - (iv) "GST-Nonexempt" refers to a trust or share that has an inclusion ratio of more than zero.
- (b) Regarding any trust created (or to be created) under this document (an "Original Trust"), the Trustee shall have the discretionary authority to create two or more separate trusts of equal or unequal value ("New Trusts"), and to allocate the assets otherwise distributable

to or held in the Original Trust to those New Trusts. Each asset allocated upon a person's death to the New Trusts must be valued at its final federal estate tax value, provided, however, that in making allocations to the New Trusts, the Trustee must select assets that are fairly representative of the net appreciation or depreciation in value since that person's death of all assets available for distribution to the New Trusts.

(i) To amplify the intent of the foregoing, it is suggested (but not required) that, before allocating a deceased person's available GST exemption, the Trustee create, instead of an Original Trust that cannot be completely exempted from the GST tax by the available GST exemption, (1) first, a New Trust that can thereafter be completely exempted from the GST tax by an allocation of the available GST exemption, which New Trust will be GST-Exempt, and (2) second, another New Trust to which no GST exemption is allocated, which New Trust will be GST-Nonexempt.

(ii) It is further suggested (but not required) that the Trustee, in exercising the Trustee's discretion, not create New Trusts if the burden or costs of administering multiple New Trusts would be impractical or uneconomical, in the Trustee's discretion.

(c) To the extent the Decedent's available GST exemption is insufficient to completely exempt the property allocated to a trust from the GST tax, it is suggested (but not required) that, before allocating the Decedent's GST exemption, the Trustee divide such trust into two New Trusts as set forth above, so that a so-called "reverse QTIP election" may be made under Code section 2652(a)(3) for the New Trust that is GST-Exempt.

For convenience, the New Trusts that are created in place of an Original Trust are referred to below as being derived from the Original Trust.

(d) Except as otherwise specifically provided for in this document, upon the creation of New Trusts, each New Trust shall have the same provisions, and shall be held, administered and distributed in the same manner, as the Original Trust from which it was derived, and all references to that Original Trust shall collectively refer to the New Trusts derived from it.

(e) Any death taxes attributable to the assets of New Trusts that are derived from the same Original Trust, but which have different inclusion ratios, shall be paid as follows:

(i) First, these death taxes shall be paid from or charged against (to the maximum extent practicable, in the Trustee's discretion) the New Trust with the largest inclusion ratio.

(ii) Second, to the extent the New Trust with the largest inclusion ratio is insufficient, these death taxes shall be paid from the other New Trusts, in the order of their descending inclusion ratios.

(f) If, upon a person's death, other provisions of this document require a division of an Original Trust into shares in a specified manner (e.g., equal shares), the Trustee shall consider the death taxes paid from the New Trusts that are derived from that Original Trust in making that division so that, on a net after-tax basis, the division of the Original Trust is accomplished in the specified manner.

(g) When, pursuant to the other terms of this document, different trusts are to be combined, or when additional trusts are to be created from one or more sources, the GST-Exempt or GST-Nonexempt character of the trusts shall be preserved. Accordingly, GST-Nonexempt trusts shall only be added to (or combined with) other GST-Nonexempt trusts, and GST-Exempt trusts shall only be added to (or combined with) other GST-Exempt trusts, even if this means establishing or maintaining separate trusts. Despite the foregoing, if such GST-Nonexempt trusts have different inclusion ratios, the Trustee may maintain them as separate trusts to preserve their different inclusion ratios. Except as otherwise specifically provided for in this document, each such GST-Exempt and GST-Nonexempt trust shall be applied and distributed according to the terms of the combined or new trust to which they otherwise would have been added. To illustrate the foregoing, if, following a person's death, one or more trusts (a "Terminating Trust") are to be added to or combined with another trust (the "Continuing Trust"):

(i) Each GST-Exempt New Trust that is derived from a Terminating Trust shall only be added to or combined with a GST-Exempt Continuing Trust.

(ii) Similarly, each GST-Nonexempt New Trust that is derived from a Terminating Trust shall only be added to or combined with a GST-Nonexempt Continuing Trust.

(iii) If there is no GST-Exempt or GST-Nonexempt Continuing Trust, such a trust may be created as is necessary to receive the GST-Exempt or GST-Nonexempt New Trust derived from a Terminating Trust.

(h) Subject to the other provisions of this Paragraph, in establishing shares following a person's death, the Trustee shall have the following discretionary authority. If, in the Trustee's judgment, certain shares are likely to be distributed to skip persons ("Skip Person Shares"), the Trustee may, to the maximum extent possible, allocate to such Skip Person Shares assets of those trusts having the lowest inclusion ratios. Similarly, if, in the Trustee's judgment, certain shares are likely to be distributed to non-skip persons ("Non-Skip Person Shares"), the Trustee may, to the maximum extent possible, allocate to such Non-Skip Person Shares the assets of those trusts having the highest inclusion ratios.

(i) Despite any other provision of this Paragraph, regarding each New Trust, the Trustee shall have the following discretionary authority:

(i) Any payment of principal to a non-skip person shall be made, first, from the New Trust of which such non-skip person is a beneficiary that has the greatest inclusion ratio and, thereafter, from the other New Trusts of which such non-skip person is a beneficiary in the order of their descending inclusion ratios.

(ii) Any payment of principal to a skip person shall be made, first, from the New Trust of which such skip person is a beneficiary that has the lowest inclusion ratio and, thereafter, from the other New Trusts of which such skip person is a beneficiary in the order of their ascending inclusion ratios.

(iii) If the terms of an Original Trust require or permit the distribution of a fraction or percentage of that trust, that distribution shall be computed by multiplying the fraction or percentage by the aggregate value as of the distribution date of all New Trusts derived

from that Original Trust, and the distribution shall be made in accordance with subparagraphs (i) and (ii) immediately above.

(j) The Trustee shall not be liable to any person for the Trustee's exercise (or nonexercise) of any discretionary authority or power granted by this Paragraph.

C-4. Provisions Relating to Retirement Accounts.

(a) Notwithstanding any provision in this Trust Agreement to the contrary, all trusts which receive or are funded with or by retirement assets such as IRA, 401(k), and other qualified retirement plans described in IRC Section 4974 (c) (herein collectively referred to as "Retirement Account"), shall be subject to the following additional express conditions:

(i) Retirement Account income and assets shall not be utilized to pay funeral costs, estate taxes, or other administrative expenses of the deceased Trustor's estate, except as may be permitted during the "window" period until September 30 of the year following the year of decedent's death, as provided in Treasury Reg. Section 1.401(a)(9).

(ii) Retirement Account income and assets shall not be payable to non-individual beneficiaries, such as corporations, charities, or the deceased Trustor's estate (except as provided in the "window" period cited immediately above), and any distribution to a non-individual beneficiary which is not distributed during the "window" period shall lapse, such lapsed share to augment the share of the remaining individual beneficiaries.

(iii) The Trustee shall deliver to the Retirement Account plan administrator a copy of this trust document no later than October 31 of the year after the year of the Retirement Account plan participant's death.

(iv) The Trustee, in its sole and absolute discretion, and without liability to any trust beneficiary affected by such disclaimer, is vested with authority to disclaim some or all of an interest in a Retirement Account which names the trust as beneficiary, or an interest in an Retirement Account resulting from a testamentary transfer by Will, or by designation under trust, or otherwise, and in the event of a timely, proper and lawful disclaimer, the Retirement Account shall be distributed to the next contingent beneficiary designated thereby in accordance with the terms of such Retirement Account.

(b) To the extent the Trustor has designated separate trusts for Trustor's descendants to receive any allocation comprised of Retirement Account assets, the following shall apply. The day the Trustor dies is hereinafter referred to as the "Allocation Date." The Trustee shall create one share for each Child of the Trustor who is either living on the Allocation Date or who is deceased on the Allocation Date but who has one or more descendants who are then living. The Trustee shall divide any share created for a deceased Child into separate shares for such deceased Child's descendants, per stirpes. As thus divided, the Trustee shall hold each share created hereunder as a separate trust ("Separate Trust") for the benefit of the person for whom the share was created and shall administer the Separate Trust as provided herein. The Trustee shall take all necessary steps to ensure each Separate Trust is treated as a "separate account", as that term is used in Treasury Regulation sections 1.401(a)(9)-8, A-2(a)(2) & A-3.

The Trustee shall interpret the terms of this trust so the minimum required distributions from each retirement plan payable to a Separate Trust may be calculated and paid annually to such trust over the life expectancy of the beneficiary of such Separate Trust. The Trustees shall have the power to amend the terms of this Trust Agreement to the minimum extent necessary to accomplish such purpose.

The Trustee of each Separate Trust shall take whatever steps are required to assure that any interest such Separate Trust has in a retirement plan, to the extent not previously distributed, is (and will at all times remain) immediately distributable on demand to such Separate Trust. Accordingly, the Trustees shall retain the unrestricted power to accelerate any installment distributions elected under the minimum distribution rules or otherwise. The Trustee of the beneficiary's Separate Trust shall withdraw only the required minimum distribution from each retirement plan payable to such Separate Trust, unless more than the required minimum distribution is necessary for the support and maintenance in reasonable comfort, health, and education of the beneficiary.

The Trustees shall immediately distribute to the beneficiary all amounts received by the Separate Trust from any Retirement Account, after reduction for any trust expenses properly allocable thereto, distributed at least once per year prior to the calendar year end; provided if the beneficiary is under any legal disability, then the Trustees may make such distribution to a legal guardian for the beneficiary. In addition, the Trustee may also distribute so much or all of the net income and principal of the Separate Trust, to or for the use of the beneficiary, in such proportions, amounts and at such times as the Trustee, in the Trustee's discretion, may deem advisable to provide for the health, education, support, and maintenance of the beneficiary.

(c) To the extent the Trustee or Executor of the Trustor's estate makes a QTIP election under Internal Revenue Code Section 2056(b)(7), the following shall apply. The beneficiaries of a trust with IRA assets shall have the power to compel investment of the IRA so it produces reasonable income. The beneficiary of a trust with IRA assets shall have the power, exercisable annually, to compel the Trustee to withdraw from the IRA an amount equal to the greater of all the income of the IRA for that year, or the required minimum distribution from the IRA as required under IRC Section 408(a)(6), and to distribute to the beneficiary at least once per year prior the calendar year end at least all of the income of the IRA, and so much of the required minimum distribution as the beneficiary shall direct Trustee to distribute. Any excess of the required minimum distribution amount over the income of the IRA which is not distributed is to be added to the principal of the trust. If the beneficiary does not compel a withdrawal from the IRA for a particular year, the Trustee must withdraw from the IRA only the required minimum distribution amount for that year. No person shall have a power to appoint any part of the trust property to any person other than a surviving spouse (if any).

[END OF SCHEDULE C]

SCHEDULE C – PAGE 5

Declaration of Trust: The Thomas J. Harris Trust dated June 12, 2019

FILED

170

21 MAR 10 P4:12

Case No.: 2021 PB 00034

Dept. No.: I

RECEIVED

MAR 10 2021

D. GOELZ

Douglas County
District Court Clerk

IN THE NINTH JUDICIAL DISTRICT COURT OF THE STATE OF NEVADA

IN AND FOR THE COUNTY OF DOUGLAS

IN RE:

THE ESTATE OF THOMAS JOSEPH
HARRIS,

Deceased.

VERIFIED PETITION FOR LETTERS OF
SPECIAL ADMINISTRATION
(NRS 140.010)
AND FOR PROBATE OF WILL AND
ISSUANCE OF LETTERS
TESTAMENTARY
(NRS 136.090)

TO THE HONORABLE COURT:

Scott Barton, by and through his attorneys, Abigail G. Stephenson, Esq., and Nicole
M. Harvey, Esq., of Blanchard, Krasner & French, respectfully petition and show as
follows:

1. Thomas Joseph Harris died on or about December 30, 2019 in the County of
Washoe, State of Nevada, and that a certified copy of the Certificate of Death is attached
hereto as Exhibit "A" and incorporated by reference.

2. The decedent, at the time of his death, was a resident of the County of Douglas,
State of Nevada; and that decedent's estate consists of personal property valued at

1 approximately Six Hundred Thousand Dollars (\$600,000.00); and that the exact value and
2 character of said property has not yet been determined.

3 3. That decedent died testate, having executed a Last Will and Testament dated
4 June 12, 2019, a copy of which is attached hereto as Exhibit "B" and incorporated by this
5 reference. Petitioner alleges this to be the Will of said decedent, the original of which was
6 heretofore deposited with the Clerk of this Court on December 11, 2020. This Will should
7 now be admitted to probate as the Last Will and Testament of decedent.
8

9 4. At the time said Will was executed, the said Testator was over the age of twenty-
10 one (21) years and was of sound and disposing mind and not acting under duress, menace,
11 fraud or undue influence, and was in every respect competent, by Last Will, to dispose of all
12 of his estate.
13

14 5. Said Will was executed in the presence of Abigail Stephenson, Stephanie Small
15 and Steven Silva, all residents of the State of Nevada, and said Will was signed in the
16 presence of said witnesses and in the presence of each other, and at the time the Testator
17 subscribed said instrument, he declared that it was his Last Will and Testament, and said
18 witnesses subscribed their names as witnesses thereto at the request of the Testator. The
19 attesting witnesses further signed an affidavit stating such facts and such affidavits are set
20 forth and attached to the Will in substantially the form provided in NRS 133.050.
21

22 6. Petitioner herein was nominated as first alternate Executor in the Last Will and
23 Testament of decedent, to serve without bond; the first nominated executor, Jeff D. Robben,
24 died on November 11, 2020.
25

26 7. Petitioner has never been convicted of a felony relating to the position of
27 Executor. Petitioner is competent and capable of administering said Will and acting as
28

1 Special Administrator and Executor thereof, and by this Petition consents to act as Special
2 Administrator and Executor thereof.

3 8. The decedent's estate is the beneficiary of a claim against American Family
4 Insurance and CSAA Insurance Group, for the wrongful death of the decedent, in the
5 amounts of One Hundred Thousand Dollars (\$100,000.00) and Five Hundred Thousand
6 Dollars (\$500,000.00), respectively, and Petitioner hereby requests that he be authorized as
7 Special Administrator of the estate to immediately take charge of and care for the property
8 of said estate, including entering into all necessary agreements and signing all required
9 documents to resolve the claim pending the appointment of an Executor in the regular
10 course of administration.
11
12

13 9. The names, ages, and residences of the heirs, next of kin, legatees, and devisees of
14 the decedent, so far as are known to Petitioner, are:
15

<u>Name</u>	<u>Age</u>	<u>Relationship</u>	<u>Address</u>
Thomas Anthony Harris, Jr.	Over 18	Son	P. O. Box 364 Santa Cruz, CA 95061

16
17
18 10. Decedent's son, Todd Edward Harris, predeceased the decedent leaving no
19 children.
20

21 11. The estimated value of the property of the estate of the decedent at the time of
22 his/her death was in excess of Three Hundred Thousand Dollars (\$300,000.00), and a
23 complete list and inventory of said assets will be filed with the Court at a later date.
24

25 12. The name of the person for whom Letters of Special Administration and Letters
26 Testamentary are prayed is Scott Barton.

27 WHEREFORE, Petitioner prays for an Order of the Court appointing him as Special
28

1 Administrator of the estate of Thomas Joseph Harris, with authority to take possession of
2 the property of the estate and to exercise such other powers as may be necessary and proper
3 for the preservation thereof, or as are conferred upon him by reason of his appointment and
4 that Letters of Special Administration be issued accordingly.

5 WHEREFORE, Petitioner further prays that said Will be admitted to probate as the
6 Last Will and Testament of the decedent, and that Letters Testamentary be issued to
7 Petitioner as Executor of said Will, and for that purpose a time be appointed for proving said
8 Will, and that all interested persons be duly notified to appear at the time appointed for
9 proving the same, and that all necessary and proper orders may be made in the premises.
10

11 This document does not contain the personal identifying information of any person.
12

13 DATED this 9th day of March, 2021.
14

15 BLANCHARD, KRASNER & FRENCH, APC
16

17 By:



18 Abigail G. Stephenson

19 Nevada Bar No. 13593

20 Attorney for the Petitioner
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VERIFICATION

Scott Barton, being first duly sworn, declares under penalty of perjury under the laws of the State of Nevada that the foregoing and following is true and correct: I am the Petitioner in the above-entitled action. I have read the foregoing Petition and know the contents thereof. The Petition is true of my own knowledge except as to those matters that are stated on information and belief, and as to those matters, I believe them to be true.

Dated: March 4, 2021



Scott Barton

EXHIBIT INDEX

<u>Exhibit No.</u>	<u>Document</u>	<u>Pages</u>
1	Certificate of Death	1
2	Last Will and Testament of Thomas Joseph Harris	6

EXHIBIT 1

STATE OF NEVADA
CERTIFICATION OF VITAL RECORD

WASHOE COUNTY HEALTH DISTRICT

VITAL STATISTICS - RENO, NEVADA

CASE FILE NO. 4121423

CERTIFICATE OF DEATH

2019025804

STATE FILE NUMBER

TYPE OR
PRINT IN
PERMANENT
BLACK INK

DECEDENT

IF DEATH
OCCURRED IN
INSTITUTION SEE
HANDBOOK
REGARDING
COMPLETION OF
RESIDENCE
ITEMS

PARENTS

DISPOSITION

TRADE CALL

CERTIFIER

REGISTRAR

CAUSE OF
DEATH

CONDITIONS IF
ANY WHICH
GAVE RISE TO
IMMEDIATE
CAUSE
STATING THE
UNDERLYING
CAUSE LAST

1a. DECEASED-NAME (FIRST,MIDDLE, LAST,SUFFIX) Thomas Joseph HARRIS		2. DATE OF DEATH (Mo/Day/Year) December 30, 2019		3a. COUNTY OF DEATH Washoe	
3b. CITY, TOWN, OR LOCATION OF DEATH Reno		3c. HOSPITAL OR OTHER INSTITUTION -Name(If not either, give street and number) Renown Regional Medical Center		3e. If Hosp. or Inst. indicate DOA,OP/Emer. Rm. Inpatient(Specify) Inpatient	
4. SEX Male		5. RACE (Specify) White,Portuguese		6. Hispanic Origin? Specify No - Non-Hispanic	
7a. AGE-Last birthday (Years) 87		7b. UNDER-1 YEAR MOS		7c. UNDER-1 DAY HOURS	
8. DATE OF BIRTH (Mo/Day/Yr) June 06, 1932		9a. STATE OF BIRTH (If not US/CA, name country) California		9b. CITIZEN OF WHAT COUNTRY United States	
10. EDUCATION 11		11. MARITAL STATUS (Specify) Widowed		12. SURVIVING SPOUSE'S NAME (Last name prior to first marriage)	
13. SOCIAL SECURITY NUMBER 556-38-0964		14a. USUAL OCCUPATION (Give Kind of Work Done During Most of)		14b. KIND OF BUSINESS OR INDUSTRY Power Company	
15a. RESIDENCE- STATE Nevada		15b. COUNTY Douglas		15c. CITY, TOWN OR LOCATION Minden	
15d. STREET AND NUMBER 1051 Pebble Beach Court		15e. INSIDE CITY LIMITS (Specify Yes or No) Yes		15f. Ever in US Armed Forces? Yes	
16. FATHER/PARENT - NAME (First Middle Last Suffix) Martin HARRIS			17. MOTHER/PARENT - NAME (First Middle Last Suffix) Marie Josephine SOUSA		
18a. INFORMANT- NAME (Type or Print) Jeff D ROBBEN		18b. MAILING ADDRESS (Street or R.F.D. No, City or Town, State, Zip) 1051 Pebble Beach Court Minden, Nevada 89423			
19a. BURIAL, CREMATION, REMOVAL, OTHER (Specify) Cremation		19b. CEMETERY OR CREMATORY - NAME Sierra Crematory		19c. LOCATION - City or Town State Reno Nevada 89503	
20a. FUNERAL DIRECTOR - SIGNATURE (Or Person Acting as Such) TAMAR R BEAULAC SIGNATURE AUTHENTICATED		20b. FUNERAL DIRECTOR LICENSE NUMBER FD870		20c. NAME AND ADDRESS OF FACILITY Neptune Society of Reno 5890 S Virginia St. Suite 4-E Reno NV 89502	
21a. To the best of my knowledge, death occurred at the time, date and place and due to the cause(s) stated. (Signature & Title) HENRY A MCNETT MD SIGNATURE AUTHENTICATED					
21b. DATE SIGNED (Mo/Day/Yr) December 31, 2019		21c. HOUR OF DEATH 03:41		21d. NAME OF ATTENDING PHYSICIAN IF OTHER THAN CERTIFIER (Type or Print) December 30, 2019	
22a. NAME AND ADDRESS OF CERTIFIER (PHYSICIAN, ATTENDING PHYSICIAN, MEDICAL EXAMINER, OR CORONER) (Type or Print) Henry A McNett MD 990 E Ninth St Reno, NV 89512		22b. LICENSE NUMBER 18987		22c. DEATH DUE TO COMMUNICABLE DISEASE YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>	
23a. REGISTRAR (Signature) CARMEN M MENDOZA SIGNATURE AUTHENTICATED		23b. DATE RECEIVED BY REGISTRAR (Mo/Day/Yr) January 03, 2020		23c. DEATH DUE TO COMMUNICABLE DISEASE YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>	
24. IMMEDIATE CAUSE (ENTER ONLY ONE CAUSE PER LINE FOR (a), (b), AND (c).) Complications Of Blunt Torso Trauma		24a. DUE TO, OR AS A CONSEQUENCE OF: Motor Vehicle Accident		Interval between onset and death	
24b. DUE TO, OR AS A CONSEQUENCE OF:		24c. DUE TO, OR AS A CONSEQUENCE OF:		Interval between onset and death	
24d. DUE TO, OR AS A CONSEQUENCE OF:		24e. DUE TO, OR AS A CONSEQUENCE OF:		Interval between onset and death	
24f. DUE TO, OR AS A CONSEQUENCE OF:		24g. DUE TO, OR AS A CONSEQUENCE OF:		Interval between onset and death	
25. PART II OTHER SIGNIFICANT CONDITIONS-Conditions contributing to death but not resulting in the underlying cause given in Part I.				26. AUTOPSY (Specify Yes or No) No	
27. WAS CASE REFERRED TO CORONER (Specify Yes or No) Yes		28a. ACC., SUICIDE, HOMIC., UNDET. OR PENDING INVEST. (Specify) ACCIDENT			
28b. DATE OF INJURY (Mo/Day/Yr) December 19, 2019		28c. HOUR OF INJURY 1655		28d. DESCRIBE HOW INJURY OCCURRED Restrained Passenger In Motor Vehicle Collision	
28e. INJURY AT WORK (Specify Yes or No) No		28f. PLACE OF INJURY- At home, farm, street, factory, office building, etc. (Specify) Road		28g. LOCATION STREET OR R.F.D. No. CITY OR TOWN STATE 931 Kingsbury Grade Stateline Nevada	

000365671

CERTIFIED COPY OF VITAL RECORDS

This is a true and exact reproduction of the document officially registered and placed on file in the office of the State Registrar and Vital Records.

DEPUTY REGISTRAR

DATE ISSUED:

1/7/2020

This copy not valid unless prepared on engraved border displaying date, seal and signature of Registrar.

Signature Authenticated



ANY ALTERATION OR ERASURE VOIDS THIS CERTIFICATE

EXHIBIT 2

RECEIVED

DEC 11 2020

Douglas County
District Court Clerk

LAST WILL AND TESTAMENT

OF

THOMAS JOSEPH HARRIS

FILED

2020 DEC 11 PM 3:26

BOBBIE R. WILLIAMS
CLERK

BY A. NEWTON DEPUTY

I, THOMAS JOSEPH HARRIS, being of sound mind and memory, declare this to be my Will, and I revoke all other Wills and Codicils previously made by me.

ARTICLE ONE: DECLARATIONS

1.1 Family Declarations. I am a widower, formerly married to OLGA HARRIS (deceased March 23, 2019). I was previously married to MARLENE HARRIS (deceased April 22, 1972), and have two (2) adult children of my first marriage whose names and dates of birth are:

THOMAS ANTHONY HARRIS, born August 20, 1958; and
TODD EDWARD HARRIS, born May 15, 1960 (deceased with no children).

I have two (2) adult stepchildren from my marriage to OLGA HARRIS (aka OLGA ROBBEN), whose names and dates of birth are:

JEFF DEWEY ROBBEN, born September 12, 1964; and
TODD CHRISTIAN ROBBEN, born April 16, 1969.

No other child has ever been born to or adopted by me.

1.2 Declaration of Citizenship. I am a citizen of the United States of America.

1.3 Declaration of Testamentary Intent. I want this Will to dispose of all property and assets I am entitled to dispose of by Will. This Will is not an exercise of any power of appointment retained by me or granted to me by Will or trust instrument.

ARTICLE TWO: DISPOSITION OF ESTATE

2.1 Gift to Trust. Except as otherwise provided herein, I give my entire estate, including all lapsed and failed legacies and devises, to the Trustee of the THOMAS J. HARRIS TRUST, established under Declaration of Trust dated June 12, 2019 (the "THOMAS J. HARRIS TRUST"), of which I am the Trustor and the initial Trustee. My estate shall be held, administered and distributed as provided in the THOMAS J. HARRIS TRUST, as it may be amended according to its terms.

2.2 Tangible Personal Property. I give all of my jewelry, clothing, household furniture and furnishings, personal automobiles and other tangible articles of a personal nature, or my interest in any such property, not otherwise specifically disposed of by this Will or in any other

manner, together with any insurance on the property, to the Trustee of the THOMAS J. HARRIS TRUST, to be held, administered and distributed as provided for in the THOMAS J. HARRIS TRUST, as it may be amended according to its terms.

2.3 Residue. I give the residue of my estate, including all lapsed and failed legacies and devises, to the Trustee of the THOMAS J. HARRIS TRUST. The residue of my estate shall be held, administered and distributed as provided for in the THOMAS J. HARRIS TRUST, as it may be amended according to its terms. Should the THOMAS J. HARRIS TRUST not exist or be determined to be invalid, the residue of my estate shall be administered pursuant to the terms of the THOMAS J. HARRIS TRUST as last amended immediately prior to its non-existence or determination of invalidity. If for any reason the disposition made in this Section 2.3 is not operative or is invalid, or if the trust referred to in this Section 2.3 has failed or has been revoked, then I hereby incorporate herein by reference the terms of the above-described instrument on the date of the execution of this Will, without giving effect to any subsequent amendments thereto; and I give the residue of my estate to the Trustee(s) named therein for said trust, in trust, to be held, administered, and distributed as therein provided.

ARTICLE THREE: DEATH TAXES AND EXPENSES

3.1 Death Taxes. All Death Taxes attributable to assets in my probate estate shall be charged and paid as provided in the THOMAS J. HARRIS TRUST.

3.2 Other Expenses. All debts, funeral, and administrative expenses shall be charged and paid as provided in the THOMAS J. HARRIS TRUST.

ARTICLE FOUR: NOMINATION OF EXECUTOR

4.1 Nomination of Executor. I nominate the following in the indicated order of priority as the Executor of this Will:

- 1st: JEFF D. ROBBEN;
- 2nd: SCOTT BARTON;
- 3rd: TARA FLANAGAN;
- 4th: LAURIE DUNN.

Vacancies in the executorship shall be filled by following the above order of priority. The term "Executor" herein shall include any personal representative or representatives of my estate.

4.2 No Bond Required. I direct that no bond shall be required of any individual Executor appointed in accordance with this Article, whether such person acts alone or as a Co-Executor.

ARTICLE FIVE: EXECUTOR'S POWERS

5.1 General Powers. My Executor shall have all powers now or hereafter conferred upon executors by law. Additionally, I specifically authorize my Executor to lease, encumber or sell assets of my estate, and to hold, manage and operate any asset or business belonging to my estate, at the risk of my estate as a whole. My Executor may exercise these powers even though my Executor, in his or her individual capacity, has an interest as a partner, shareholder, creditor or otherwise in any such asset or business. My Executor is also authorized to borrow funds and to invest my estate's assets as my Executor deems proper, exercising the judgment and care that persons of prudence, discretion and intelligence would exercise under the circumstances then prevailing in regard to the permanent disposition of their assets, considering probable income and safety of their capital. My Executor may prosecute, defend, contest or otherwise litigate legal actions or other proceedings for the protection or benefit of the estate; pay, compromise, release, adjust, or submit to arbitration any debt, claim or controversy; and insure the estate against any risk, and the Executor against any liability with respect to third persons. My Executor may employ and compensate from the estate accountants, lawyers, investment and tax advisors, agents, and others to aid or assist in the management, administration and protection of the estate.

5.2 GST Exemption. I authorize my Executor to allocate or not allocate my Generation-Skipping Transfer ("GST") Tax exemption, in whole or in part, pursuant to section 2631(a) of the Internal Revenue Code of 1986, as it may be amended from time to time, or pursuant to the provisions of any federal or state statute of similar import that may be in force at the time of my death, to any property with respect to which I am the transferor—including, without limitation, any property transferred by me during my life as to which I did not make such an allocation—as my Executor shall determine, without any obligation to make such allocation equally or pro rata to such property.

5.3 Distribution Powers. Whenever my Executor is required, pursuant to the provisions of this Will, to divide the assets in my estate into shares for the purpose of distribution, my Executor may, in my Executor's discretion, make the division and distribution in undivided interests, in kind, or partly in money and partly in kind, prorata or nonprorata. My Executor may sell such assets as my Executor deems proper to make the division or distribution.

ARTICLE SIX: GENERAL PROVISIONS

6.1 Disinheritance Clause. Except as otherwise provided for in this Will, I have intentionally failed to provide for my heirs, specifically including but not limited to any former spouse (or estate of a deceased former spouse), my stepson, TODD C. ROBBEN, and any child, stepchild, foster child, grandchild or other heir of mine not mentioned by name or provided for in this Will.

6.2 No-Contest Clause. If any devisee, legatee or heir of mine, or any person claiming under any of them, (i) contests this Will, (ii) institutes any legal proceeding that attacks or seeks to impair or invalidate any of the provisions of this Will or the distribution of my estate according to this Will, (iii) seeks to obtain an adjudication in any court challenging a transfer of property concerning any trust established under this document on the grounds it was not the transferor's property at the time of the transfer, or (iv) conspires with or voluntarily assists

Page 3 of 6

Last Will and Testament: Thomas Joseph Harris

Initials TJH

anyone attempting to do any of the things just mentioned, I disinherit that person and all gifts, legacies and devises given to him or her under this Will shall be forfeited and shall augment proportionately the shares of my estate going under this Will to those devisees and legatees of mine who did not participate in such acts or proceedings. If all of my devisees and legatees participate in such acts or proceedings, I give my entire estate to my heirs as determined under Nevada's laws of intestate succession, excluding all contestants and persons conspiring with or voluntarily assisting them.

6.3 No Interest. No interest shall be paid on any cash gift or bequest under this Will.

6.4 Definitions. As used in this Will, unless the context clearly indicates otherwise:

"Child" or "Children" includes any child born to or adopted by me as a minor child after I signed this Will.

"Code" refers to the Internal Revenue Code of 1986, as amended, and its successors. References to a specific section of the Code include future amendments, and successors, to it.

"Death Taxes" includes all federal or state estate, inheritance, or other succession taxes payable because of my death, but does not include (i) any federal or state generation-skipping transfer taxes or (ii) any additional tax that may be assessed under Code section 2032A(c).

"Executor" includes Co-Executor.

"Will" includes any Codicil to it.

6.5 Gender and Number. The masculine, feminine and neuter gender, and the singular and plural number, each include the other(s), unless the context indicates otherwise.

6.6 Headings. The headings in this Will are for convenience only and do not in any way limit or amplify the terms of the Will.

6.7 No Contracts. I have not entered into any contract to make wills nor any contract not to revoke a will.

SIGNATURE

This Will is signed by me on June 12, 2019, at Reno, Nevada.


THOMAS JOSEPH HARRIS

ATTESTATION

On this date, THOMAS JOSEPH HARRIS signed this document and declared it to be his Will, in our presence; and we, at his request and in his presence, and in the presence of each other, signed as witnesses below. Each of us observed the signing of this Will by THOMAS JOSEPH HARRIS and by each other subscribing witness and knows that each signature is the true signature of the person whose name was signed.

Each of us is a competent witness and resides at the address set forth below. We are acquainted with THOMAS JOSEPH HARRIS, and he is now more than eighteen (18) years of age. To the best of our knowledge, THOMAS JOSEPH HARRIS is of sound mind at this time and is not acting under duress, menace, fraud, misrepresentation or undue influence.

Each of us declares under penalty of perjury under the laws of the State of Nevada that the foregoing is true and correct, and that each of us signed below on June 12, 2019, at Reno, Nevada.

Margaret D. Stephen
Witness 1

Residing at 10325 Cedarview Pass Trl.
Reno, NV 89521

S. Smith
Witness 2

Residing at 950 Arrowcreek Pkwy #10602
Reno, NV 89511

Stacy L. Smith
Witness 3

Residing at 895 Pinebrook Road
Reno NV 89509

NEVADA REVISED STATUTE 133.050 AFFIDAVIT

STATE OF NEVADA)
) ss.
WASHOE COUNTY)

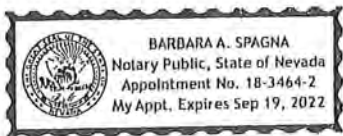
THEN AND THERE personally appeared Abigail Stephenson,
Stephanie Small, and Steven Silva, who do
hereby swear, under penalty of perjury, that the assertions of this affidavit are true:

That they witnessed the execution of the foregoing Will of the Testator, THOMAS JOSEPH HARRIS; that the Testator subscribed the Will and declared it to be his Last Will and Testament in their presence; and that they thereafter subscribed the Will as witnesses in the presence of the Testator and in the presence of each other and at the request of the Testator; and that the Testator at the time of the execution of the Will appeared to them to be of full age and of sound mind and memory, and that they make this affidavit at the request of the Testator.

Abigail Stephenson
Witness 1
Stephanie Small
Witness 2
Steven Silva
Witness 3

On June 12, 2019, personally appeared before me, a notary public, the above individuals, personally known (or proved) to me to be the persons whose names are subscribed to the above instrument, who acknowledged that they executed the above instrument.

Barbara A. Spagna
NOTARY PUBLIC



Case No.:

Dept. No.:

RECEIVED

MAR 10 2021

Douglas County
District Court Clerk

FILED

NO.

21 MAR 11 AM 11:24

EDWARD WILLIAMS
J. SHACHER

IN THE NINTH JUDICIAL DISTRICT COURT OF THE STATE OF NEVADA
IN AND FOR THE COUNTY OF DOUGLAS

IN RE:

THE ESTATE OF THOMAS JOSEPH
HARRIS,

Deceased.

ORDER APPOINTING SPECIAL
ADMINISTRATOR

Upon the petition of Abigail Stephenson, Esq., and Nicole M. Harvey, Esq., of
Blanchard Krasner & French, attorneys for the above-entitled Estate, and upon submission
of a verified Petition for Letters of Special Administration, representing as follows:

1. Thomas Joseph Harris died on December 30, 2019, in the County of Washoe,
State of Nevada.

2. The decedent was, at the time of his death, a resident of the County of
Douglas, State of Nevada; and that his said Estate consists of personal property of a value of
approximately Six Hundred Thousand Dollars (\$600,000.00); and that the exact value and
character of said property has not yet been determined.

3. There is no person authorized to care for said property, and there is danger of
the same being neglected and greatly damaged thereby, and Petitioner requested that he be

1 authorized to immediately take charge of and care for the property of said Estate, pending
2 the appointment of an Executor in the regular course of administration.

3 IT IS HEREBY ORDERED, ADJUDGED, AND DECREED that the said Scott
4 Barton be, and hereby is, appointed as Special Administrator of the estate of Thomas Joseph
5 Harris, deceased; and that Letters of Special Administration be issued to said Scott Barton
6 upon his taking the oath of office.
7

8 DATED: March 11, 2021.

9
10 
11 _____
12 DISTRICT JUDGE
13

14 Submitted by:

15 Abigail Stephenson (NV Bar 13593)
16 Nicole M. Harvey (NV Bar 11147)
17 BLANCHARD, KRASNER & FRENCH
18 5470 Kietzke Lane, Suite 200
19 Reno, Nevada 89511
20 (775) 384-0022
21 Attorneys for Plaintiff
22
23
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1 Case No.: 2021-PB00034

2 Dept. No.: 1

RECEIVED

APR 02 2021

Douglas County
District Court Clerk

FILED

2021 APR -6 PH 4: 23

BOBETTE WILLIAMS
CLERK

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5 IN THE NINTH JUDICIAL DISTRICT COURT OF THE STATE OF NEVADA
6 IN AND FOR THE COUNTY OF DOUGLAS
7

8 IN RE:

9 THE ESTATE OF THOMAS JOSEPH
10 HARRIS,

11 Deceased.

**ORDER ADMITTING WILL TO
PROBATE AND ISSUING LETTERS
TESTAMENTARY**

12
13
14 The Petitioner, Scott Barton, having proved to the satisfaction of the Court that the time
15 for hearing the verified Petition for Probate of Will and Issuance of Letters Testamentary (the
16 "Petition") was, by the Clerk, set for April 6, 2021, and that notice of said hearing has been duly
17 given as required by law, and the Court having reviewed the evidence finds that the facts alleged
18 in said Petition are true and correct, and that said Petition for the Probate of Will and Issuance of
19 Letters Testamentary should be granted.

20 The Court finds as follows:

- 21 1. Thomas Joseph Harris died on December 30, 2019, in the County of Washoe,
22 State of Nevada, and at the time of his death was a resident of the County of Douglas, State of
23 Nevada.
24 2. Said Decedent left personal property located within the state of Nevada at a value
25 in excess of Three Hundred Thousand Dollars (\$300,000).
26 3. Decedent left a Last Will and Testament dated June 12, 2019 and such Will has
27 been filed with the Clerk of this Court, as provided by law.
28 4. Decedent's Will dated June 12, 2019, was duly executed in all particulars as
required by law, and at the time of the execution of this Will, the Decedent was of sound mind,

1 over the age of eighteen (18) and was not acting under undue influence or duress.

2 5. Decedent's Will appoints Scott Barton as Executor thereof, and Scott Barton has
3 consented to act as Executor. The Will provides that no bond shall be required of Scott Barton.
4 Scott Barton is qualified for and entitled to Letters Testamentary pursuant to the laws of the State
5 of Nevada.

6 6. IT IS HEREBY ORDERED, the Will of the Decedent dated June 12, 2019, is
7 admitted to probate as the Last Will and Testament of said Decedent.

8 7. IT IS FURTHER ORDERED that Scott Barton be appointed Executor of said
9 estate, to serve without bond, and that Letters Testamentary shall issue to him upon his taking the
10 oath required by law.

11 DATED: April 6, 2021

12 
13 DISTRICT JUDGE

14 Submitted by:

15 Abigail G. Stephenson (NV Bar 13593)
16 BLANCHARD, KRASNER & FRENCH
17 5470 Kietzke Lane, Suite 200
18 Reno, Nevada 89511
19 (775) 384-0022
20 Attorneys for Petitioner
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1 Case No.: 2021-PB00034

2 Dept. No.: 1

RECEIVED

APR 22 2021

Douglas County
District Court Clerk

FILED

2021 APR 22 AM 9:06

BOBBIE R. WILLIAMS
CLERK

C. WALKER DEPUTY

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5 IN THE NINTH JUDICIAL DISTRICT COURT OF THE STATE OF NEVADA

6 IN AND FOR THE COUNTY OF DOUGLAS

7
8 IN RE:

9 THE ESTATE OF THOMAS JOSEPH
10 HARRIS,

11 Deceased.

LETTERS TESTAMENTARY

12
13
14 The Last Will and Testament of Thomas Joseph Harris, deceased, having been duly
15 admitted to probate in our Court, Scott Barton who is named therein, was, by our Court on the
16 6th day of April, 2021 duly appointed Personal Representative, who, having qualified as such, is
17 hereby authorized to act by virtue thereof. In testimony whereof, I have officially signed these
18 letters and affixed hereto the Seal of said Court this 22 day of April,
19 2021.

20
21 Bobbie R. Williams, CCE, CMP, Clerk

22
23 C. WALKER
24 DEPUTY CLERK



1 OFFICIAL OATH

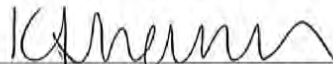
2 STATE OF WASHINGTON)
3) ss.
4 COUNTY OF CLARK)

5 I, Scott Barton, whose mailing address is 12505 NE 246th Court, Brush Prairie, WA
6 98606, solemnly affirm that I will faithfully perform according to the law the duties of the office
7 of Executor of the Estate of Thomas Joseph Harris, deceased, and that all matters stated in any
8 petition or paper filed with the Court by me are true of my own knowledge, or if any matters are
9 stated on information and belief, I believe them to be true.

10 
11 SCOTT BARTON

12
13 SUBSCRIBED AND AFFIRMED before me

14 on April 9th, 2021.


15
16 
17 NOTARY PUBLIC

18
19 K SHANER
20 Notary Public
21 State of Washington
22 License Number 139142
23 My Commission Expires
24 October 15, 2024

25 (SEAL)

26 CERTIFIED COPY

27 The document to which this certificate is attached is a
28 full, true and correct copy of the original in file and of
record in my office.

DATE 04/22/2021
BOBBIE R. WILLIAMS Clerk of Court
of the State of Nevada and for the County of Douglas,
By  Deputy

**RESIGNATION OF TRUSTEE
AND ACCEPTANCE BY SUCCESSOR TRUSTEE
OF THE
THOMAS J. HARRIS TRUST
DATED JUNE 12, 2019**

RECITALS

A. On June 12, 2019, Thomas J. Harris (the "Trustor") executed the Declaration of Trust known as the THOMAS J. HARRIS TRUST (the "Trust"), as Trustor and initial Trustee. The Trust was neither amended nor revoked during Thomas J. Harris' lifetime.

B. At all times from the creation of the Trust until his death on December 30, 2019, Thomas J. Harris was the sole Trustee of the Trust.

C. The preamble of the Trust, under the heading "Successor Trustees," states in relevant part: "If the original Trustee fails, ceases, or otherwise is unable to serve, the following individuals are nominated to serve as the successor Trustee of all trusts created hereunder, in the order of priority indicated: (1) JEFF DEWEY ROBBEN; (2) SCOTT BARTON; (3) TARA FLANAGAN; (4) LAURIE DUNN. Thereafter, whenever there is a vacancy in the trusteeship of any trust established under this document, a majority of the adult beneficiaries then entitled to receive income of the Trust may nominate and appoint a successor trustee. If a majority of the adult beneficiaries then entitled to receive income of the Trust are unwilling or unable to appoint a successor trustee, or if for any other reason there is ever a complete vacancy in the trusteeship of any trust established under this document, the successor trustee shall be the person or institution (or both) appointed by a court of competent jurisdiction."

D. On December 30, 2019, Jeff Dewey Robben accepted the office of Trustee of the Trust, and served continuously as the sole successor Trustee thereof until his death on November 11, 2020.

E. On November 21, 2020, SCOTT BARTON accepted the office of Trustee of the Trust, and has served continuously as the sole successor Trustee thereof.

F. Sub-paragraphs (a) through (c) of Paragraph B-37 of Schedule B of the Trust provides: "A Trustee may resign at any time, and a successor Trustee shall be selected as provided for elsewhere in this document. If none of these successor Trustees qualifies or acts, a successor Trustee shall be appointed by a court of competent jurisdiction upon the petition of the last resigning Trustee or of any person interested in the trust; All authority and powers, including discretionary powers, conferred on the original Trustee shall pass to any successor. No successor Trustee shall have any responsibility for the acts or omissions of any prior Trustee and shall not have any duty to audit or investigate the accounts or administration of any prior Trustee. Unless a successor Trustee receives a written request to do so from a person having a present or

future beneficial interest in the trust, that successor Trustee shall have no duty to take action to obtain redress for any breach of trust by a prior Trustee; and To resign, a Trustee must give written notice at least thirty (30) days before such resignation will take place. Such notice must be given to each of the resigning Trustee's Co-Trustees, if any. If there is no such Co-Trustee, such notice shall, instead, be given to each adult beneficiary of the trust who is living then and to the guardian, conservator or other fiduciary of the estate of each minor or incompetent beneficiary who is entitled to receive income then (either absolutely or in the Trustee's discretion)."

G. Given the allegations recently levied by beneficiary Thomas Anthony Harris against the former Trustee of the Thomas J. Harris Trust, current Trustee SCOTT BARTON desires to resign as Trustee of the Trust pursuant to the authority above-described effective thirty (30) days from the date such resignation is served by U.S. Mail to the adult beneficiaries of the Trust.

RESIGNATION

The undersigned, as the duly appointed and acting Successor Trustee of the Thomas J. Harris Trust, U/D/T dated June 12, 2019 (the "Trust"), hereby irrevocably resigns as Trustee effective thirty (30) days after the date this Resignation of Trustee is signed. I hereby acknowledge that on the effective date of this Resignation of Trustee and thereafter, upon written acceptance of the trusteeship of the Trust by TARA FLANAGAN, and/or any successor to TARA FLANAGAN, such successor Trustee shall have the powers granted to the trustee pursuant to the Trust or otherwise. I hereby further acknowledge by signing below, immediately upon the effective date of this Resignation of Trustee I will no longer have any of the powers granted to the trustee pursuant to the Trust or otherwise.

This Resignation of Trustee is made on May 17, 2021, at Brush Prairie, Washington.

Resigning Trustee:


SCOTT BARTON

NOTARY ACKNOWLEDGMENT

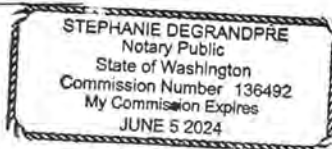
STATE OF WASHINGTON)
) ss.
COUNTY OF CLARK)

On May 17th 2021 before me, Stephanie DeGrandpre
Notary Public, personally appeared **SCOTT BARTON**, 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 by his signature on the instrument the person, or the entity upon behalf of which
the person acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature of Notary



RECEIVED

JUN 25 2021

Douglas County
District Court Clerk

FILED
JUN 25 AM 11:25
WILLIAMS
CLERK
BY C. WALKER
DEPUTY

1 CASE NO.: 2021 PB00034

2 DEPT NO.: I

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7 IN THE NINTH JUDICIAL DISTRICT COURT OF THE STATE OF NEVADA
8 IN AND FOR THE COUNTY OF DOUGLAS

9 IN RE:

10 THE ESTATE OF THOMAS JOSEPH
11 HARRIS,

12 Deceased
13 _____/

14 PETITION FOR APPOINTMENT OF SUCCESSOR
15 EXECUTOR AND FOR ISSUANCE OF SUCCESSOR
16 LETTERS TESTAMENTARY

17 TARA M. FLANAGAN, by and through her counsel of record, F. McClure
18 Wallace and Patrick R. Millsap of Wallace and Millsap, petitions the Court for
19 appointment of Successor Executor and for issuance of successor Letters
20 Testamentary for the Estate of Thomas Joseph Harris, deceased and shows:

21 1. The Last Will and Testament of the Thomas Joseph Harris was duly
22 lodged and admitted to Probate by the *Order Admitting Will to Probate and Issuing*
23 *Letters Testamentary* entered on April 6, 2021.

24 2. The Decedent's Last Will and Testament nominated Jeff D. Robben as
25 his executor, with Scott Barton and Tara Flanagan, as successor executors,
26 respectively. Jeff D. Robben died on November 11, 2020.

27 3. Letters Testamentary were issued to Scott Barton on April 22, 2021.
28

1 4. Upon information and belief, Scott Barton is resigning as the Executor
2 of the Estate of Thomas Joseph Harris prior to completing the administration of
3 the Decedent's Estate, and it is necessary that a Successor Executor be granted
4 leave to qualify as such, and that Successor Letters Testamentary issue
5 accordingly.

6 5. Petitioner was nominated by Testator to serve as Successor Executor
7 and is ready, willing and able to serve in such capacity.

8 6. Scott Barton has consented to Tara Flanagan being appointed as
9 Successor Executor of the Decedent's Estate.

10 7. Petitioner is over the age of 18 years, has never been convicted of a
11 felony, and is competent and capable of administering said Will and acting as
12 Executor thereof, and by this Petition consents to act as Executor thereof.

13 8. Upon information and belief, the Decedent's Estate is the beneficiary
14 of a claim against American Family Insurance and CSAA Insurance Group, and
15 Petitioner hereby requests that she be granted full authority to administer the
16 Estate of Thomas Joseph Harris, and that she be specifically authorized to
17 immediately take charge of and care for the property of the Decedent's Estate,
18 including finalizing all necessary agreements and signing all required documents
19 to resolve the pending insurance claim with American Family Insurance and CSAA
20 Insurance Group.

21 9. The Will was previously admitted to probate and below are the names
22 and addresses of every individual who should be notified of this Petition and given
23 an opportunity to show cause, if any exists, why the nominated Successor Trustee
24 should not be appointed:
25
26
27
28

///

Name & Address	Relationship	Age (if Minor)
Thomas Anthony Harris, Jr. P.O. Box 364 Santa Cruz, CA 95061	Son	Over 18
Scott Barton c/o Abigail Stephenson, Esq. Blanchard, Krasner & French 5470 Kietzke Lane, Suite 200 Reno, Nevada 89511	Current Executor	Over 18

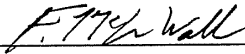
WHEREFORE, the Petitioner prays that notice been given to each beneficiary having a current interest in the Estate for them to show cause, if any, why the nominated Successor Executor should not be appointed and why Successor Letters Testamentary should not issue to her upon qualification.

AFFIRMATION

PURSUANT TO NRS 239B.030 - The undersigned does hereby affirm that the preceding document does not contain the social security number of any person.

DATED this 25th day of June 2021.

WALLACE & MILLSAP



 F. MCCLURE WALLACE, ESQ.
 State Bar No. 10264
 PATRICK R. MILLSAP, ESQ.
 State Bar No. 12043
 WALLACE & MILLSAP LLC
 510 West Plumb Lane, Suite A
 Reno, Nevada 89509
 (775) 683-9599 Telephone
 (775) 683-9597 Fax

Attorneys for Petitioner

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The undersigned agreed that this Verification can be executed in counterpart, and by electronic or facsimile signature.

DATED this 17th day of June 2021.



Tara M. Flanagan

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XXX

addressed as follows:

DATED this 25th day of June 2021.


Caroline Carter, Paralegal

1 CASE NO.: 2021 PB00034

2 DEPT NO.: I

RECEIVED

JUN 29 2021

Douglas County
District Court Clerk

FILED

2021 JUN 29 AM 11:20

ROBERT G. WILLIAMS
CLERK

BY *[Signature]* DEPUTY

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7 **IN THE NINTH JUDICIAL DISTRICT COURT OF THE STATE OF NEVADA**
8 **IN AND FOR THE COUNTY OF DOUGLAS**

9 IN RE:

10 THE ESTATE OF THOMAS JOSEPH
11 HARRIS,

12 Deceased
13 _____

14 **NOTICE OF HEARING**

15 NOTICE IS HEREBY GIVEN that on the 27th day of July 2021 at 1:30 p.m. in
16 Department 1 of the Ninth Judicial District Court of the State of Nevada, located at
17 1038 Buckeye Road, Minden, Nevada 89423 the Court will consider the Petition for
18 Appointment of Successor Executor and for Issuance of Successor Letters Testamentary
19 filed by Tara M. Flanagan on June 25, 2021.
20

21 The matter will be approved without further hearing unless an objection is filed.
22

23 **AFFIRMATION**

24 The undersigned hereby affirms that the preceding document does not
25 contain the social security of number of any person.
26
27

28 ///

1 DATED this 28th day of June 2021.

2
3 **WALLACE & MILLSAP**

4 
5 F. McClure Wallace, Esq.
6 State Bar No.: 10264
7 Patrick R. Millsap, Esq.
8 Nevada Bar No.: 12043
9 510 W. Plumb Lane, Suite A
10 Reno, Nevada 89509
11 Ph: (775) 683-9599
12 mcclure@wallacemillsap.com
13 patrick@wallacemillsap.com
14 Attorneys for Petitioner, Tara M. Flanagan
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CERTIFICATE OF SERVICE

Pursuant to NRCP 5(b), I certify that I am an employee of Wallace & Millsap LLC, and that on this date I served the foregoing document on the party(s) set forth below by:

_____ Electronic Mailing via Ninth Judicial District Court
CM/ECF System to all those persons listed on the ECF
Confirmation Sheet.


_____ XXX Placing an original or true copy thereof in a sealed
envelope placed for collection and mailing in the
United States Mail, at Reno, Nevada, postage paid,
following ordinary business practices.

addressed as follows:

Thomas Anthony Harris, Jr.
c/o James R. Hales, Esq.
Alling & Jillson Ltd
P.O. Box 3390
Stateline, Nevada 89449

Scott Barton
c/o Steven M. Silva, Esq.
Blanchard, Krasner & French
5470 Kietzke Lane, Suite 200
Reno, Nevada 89511

DATED this 28th day of June 2021.



Caroline Carter, Paralegal

1 CASE NO. 2021-PB-00034

2 DEPT. NO. I

3 *This document does not contain the Social Security*
4 *number of any individual.*

5
6 IN THE NINTH JUDICIAL DISTRICT COURT OF THE STATE OF NEVADA

7
8 IN AND FOR THE COUNTY OF DOUGLAS

9 In Re:

10 THE ESTATE OF THOMAS JOSEPH
11 HARRIS,

12 Deceased.

THOMAS A. HARRIS'S RESPONSE
TO PETITION FOR APPOINTMENT
OF SUCCESSOR EXECUTOR, ETC.

13
14
15 **NATURE OF RESPONSE**

16 On April 2, 2021, Petitioner filed its Notice of Appearance. This counsel appeared at the
17 April 6, 2021 hearing. Thomas A. Harris ("Harris") has received the Petition for Appointment of
18 Successor Executor and For Issuance of Successor Letters Testamentary filed on June 25, 2021.
19 Harris has not received any other pleadings filed in this matter.
20

21 Harris certainly believes a different personal representative must be appointed by the Court
22 and, at present, has no objection to Tara M. Flanagan being appointed. Harris believes, however, that
23 the Court needs to be aware of what is going on with the trust in order to understand his concern about
24 granting full authority, as requested in her petition, to "take charge of and care for property of the
25 decedent's estate, including finalizing all necessary agreements and signing all required documents
26 to resolve the pending insurance claim[s] . . ."
27
28

ISSUE PRESENTED

SHOULD THIS COURT ALLOW FULL AUTHORITY TO RESOLVE AN INSURANCE CLAIM, OR SHOULD THE PARTIES BE REQUIRED TO RETURN TO THE COURT AND PROVIDE SPECIFIC APPROVAL AS TO THE TERMS OF THE SETTLEMENT?

FACTS

Thomas A. Harris is the son of Thomas J. Harris. Prior to his death, Thomas J. Harris created a trust. He identified successor trustees in the following order;

1. Jeffrey Dewey Robben,
2. Scott Barton,
3. Tara Flanagan,
4. Laurie Dunn.

Decedent Thomas J. Harris died in an automobile accident. The claim for wrongful death action was not an asset of the trust. This estate was opened in order to pour over the recovery from the wrongful death claim into the trust. As the only natural child of the Decedent, Thomas A. Harris has an individual claim in the wrongful death action. He tentatively reached an agreement with attorneys retained by the trustee of the trust, not by the estate, which had not yet been opened. In short, when the claim was resolved by the attorneys retained by the trust, the attorneys had no authority because the claim belongs to the estate.

Since retaining counsel, Thomas A. Harris has discovered facts that have caused him great concern. The trust had been administered for more than a year. Accordingly, Thomas A. Harris requested an accounting. He agreed to first receive an initial informal accounting reserving the right to a full formal accounting. The informal accounting came in. There were strong indications that there had been a co-mingling of funds. See counsel's May 3, 2021 letter to Abigail Stephenson attached as Exhibit A. As pointed out in that letter, because of the co-mingling of funds there was a

1 conflict of interest between the Harris Trust and Robben's Trust. At the time Barton was functioning
2 as the trustee of both trusts. His attorneys further acted as attorneys for both trusts. After Thomas A.
3 Harris raised his objection through his attorney, Barton, through his attorneys, advised he would
4 withdraw as trustee, and they would not seek to remain on as counsel for the trustee of the Harris trust.
5

6 Over the ensuing weeks, the undersigned reached out several times attempting to find out the
7 plan for making the change. Eventually, it was disclosed that Mr. McClure would represent Tara
8 Flanagan as successor trustee and would substitute in as the personal representative in this case.
9

10 In order not to overstate the situation, counsel will simply state that information was difficult
11 to come by. There has been no commitment from a trustee to provide an accounting for the time
12 Jeffrey Dewey Robben spent as trustee. There has never been a report filed identifying the assets in
13 the trust on the date of death. There is no commitment from Scott Barton to rectify the situation,
14 which duty he clearly has either individually or as a trustee of this estate, or as the trustee of Jeffrey
15 Robben's trust.
16

17 On July 19, 2021, the correspondence attached as Exhibit B was received by Thomas A.
18 Harris personally. It was sent by Stephen Silva of Blanchard, Krasner & French. Mr. Silva had
19 communicated many times with Thomas A. Harris's attorney and he clearly understood that Mr. Hales
20 represented Thomas A. Harris. Nevertheless, he sent the correspondence directly to Mr. Harris, not
21 to Mr. Hales.¹
22

23 The correspondence includes a resignation that was notarized on May 17, 2021. This is the
24 first time that Mr. Harris or his counsel received that document, and is more than two months after
25 the resignation occurred.
26

27 ///

28 ¹ Within an hour of receiving the letter attached as Exhibit C, Mr. Silva called and apologized. His apology was accepted. The failure was not intentional.

1 The correspondence from Mr. Silva also contains a May 24, 2021 letter from Mr. Barton
2 containing numerous misstatements. Barton's letter appears to be an attempt to prejudice the other
3 beneficiaries against Thomas A. Harris and portray Mr. Barton as an innocent victim in this whole
4 process.
5

6 A letter has been sent to the current trustee setting forth the duties and obligations which she
7 has in order to rectify this situation including insisting upon an accounting from Mr. Barton. See
8 Exhibit C. Should Ms. Flanagan, as trustee, fail to respond in an appropriate manner it should be
9 expected that a petition under Chapter 165 will be brought before this Court, seeking appropriate
10 redress by compelling the trustee to comply with her obligations and also seeking other remedies as
11 may be necessary.
12

13 ARGUMENT

14 THIS COURT SHOULD NOT ALLOW FULL AUTHORITY TO
15 RESOLVE AN INSURANCE CLAIM. THE PARTIES SHOULD
16 BE REQUIRED TO RETURN TO THE COURT AND PROVIDE
17 SPECIFIC APPROVAL AS TO THE TERMS OF THE
18 SETTLEMENT.

19 As the Court can determine from the Facts section of this pleading, there is a wealth of facts
20 to cause Thomas A. Harris to completely mistrust Barton. There is reason to be cautious with the level
21 of trust given to Ms. Flanagan. Paragraph 8 of the Petition setting forth the desired relief makes it
22 clear that Petitioner is requesting that she be "specifically authorized to immediately take charge of
23 and care for the property the Decedent's estate, including finalizing all necessary agreements and
24 signing all required documents to resolve the pending insurance claim with American Family
25 Insurance and CSAA Insurance Group." NRS 143.140 makes it clear that a personal representative
26 must seek authority from the Court to compromise a claim of the estate. Note that under the IAEA,
27 the personal representative can compromise a claim without court approval. See NRS 143.455. If a
28 personal representative must have IAEA authority to compromise a claim without court approval, then

1 conversely it must have court approval when the estate is not administered under the Independent
2 Administration Act.


3 Further, there has been no disclosure to the amount of fees to be paid to the attorneys who
4 are handling the personal injury claim. NRS 150.060 (8) makes it clear that a court must approve
5 compensation for attorneys representing the estate. Petitioners have not seen any engagement
6 agreement between any personal representative and the attorneys purportedly representing the estate.
7 The bottom line is that there are just a lot of questions that need to be answered before the estate's
8 claim against the individual who caused the death of Thomas J. Harris is resolved.
9

10 **CONCLUSION**

11 There is no legal reason why Tara M. Flanagan should not be appointed as a personal
12 representative. The order should make it clear that she must petition the Court for approval before the
13 claim against the individual who caused the death of Thomas J. Harris is resolved. Finally, the Court
14 will be asked to keep a close eye on this estate in light of the actions taken to date. Thomas A. Harris
15 believes that Ms. Flanagan was a close confidant of Scott Barton and Thomas J. Harris. However, he
16 is willing to give her the benefit of the doubt and give her the opportunity to fulfill her fiduciary duty
17 to care for this trust and to not be persuaded by any other relationships which she may have with other
18 parties.
19

20
21 DATED July 22, 2021.

22 **ALLING & JILLSON, LTD.**

23 
24 JAMES R. HALES, ESQ. #2716
25 276 Kingsbury Grade, Suite 2000
26 Post Office Box 3390
27 Lake Tahoe, Nevada 89449
28 (775) 588-6676
jhales@ajattorneys.com
Attorney for Thomas Harris

Aling & Jillson, Ltd
PO Box 3390 ♦ 276 Kingsbury Grade, Suite 2000
Lake Tahoe, NV 89449
PH (775) 588-6676

CERTIFICATE OF SERVICE

I am an employee of ALLING & JILLSON, LTD, 276 Kingsbury Grade, Suite 2000, Post Office Box 3390, Lake Tahoe, NV 89449-3390, and that on the date set forth below, I served the accompanying **THOMAS A. HARRIS'S RESPONSE TO PETITION FOR APPOINTMENT OF SUCCESSOR EXECUTOR, ETC.** by delivering a true and correct copy of same, properly addressed U.S. mail with postage thereon fully prepaid, to the following:

Steve Silva, Esq.
Nicole M. Harvey, Esq.
5470 Kietzke Ln #200
Reno, NV 89511

F. McClure Wallace, Esq.
Patrick R. Millsap, Esq.
510 West Plumb Lane, Suite A
Reno, NV 89509

THOMAS A. HARRIS'S RESPONSE TO PETITION FOR APPOINTMENT OF SUCCESSOR EXECUTOR, ETC. was also served by email on the date set out below to the following email addresses:

Steve Silva, Esq.
ssilva@bkflaw.com

F. McClure Wallace, Esq.
McClure@wallacemillsap.com

DATED this 22nd day of July, 2021.


JENNIFER CHRISTENSEN

EXHIBIT A

EXHIBIT A

ALLING & JILLSON, LTD.
ATTORNEYS AT LAW

276 KINGSBURY GRADE, SUITE 2000
POST OFFICE BOX 3390
LAKE TAHOE, NEVADA 89449-3390
TELEPHONE (775) 588-6676
FACSIMILE (775) 588-4970
WWW.AJATTORNEYS.COM

RONALD D. ALLING
KENNETH R. JILLSON
DAVID R. COCHRAN
JAMES R. HALES
RICHARD J. MCGUFFIN
JAMIE L. WALKER
SCOTT W. SOUERS
PRESTON S. MATHEWS

May 3, 2021

Abigail Stephenson
5470 Kietzke Ln #200
Reno, NV 89511

Via U.S Mail and Email at AStephenson@bkflaw.com

Re: Estate of Thomas Harris

Dear Ms. Stephenson:

I have not heard from my client, so I trust things went okay when he came to Minden to collect the remaining items of his father.

I reviewed your April 26, 2021, letter with my client. We have some concerns as set out in this letter.

Your letter does not identify the assets of the trust on the date of death. We need a complete listing of all assets with values on date of death. Further, it appears to me that you do not have transactional information for the period of time that Jeff Robbins was the trustee. I have no reason to question the accuracy of Exhibits A, B, and C, but they are not complete. For example you report that you don't know the balance of the Wells Fargo account on date of death. I need that information, and I need the statement that support it. My client is entitled to it.

It also appears that you cannot represent whether there was, or was not, a safe deposit box opened at the time of Tom Harris, Sr.'s death. Your letter does not contain the information and back up that would cause me to believe that Jeff Robbins did the work that he was supposed to do in order to comply with his fiduciary duty as the trustee to look for a safe deposit box, especially when the decedent made reference to the box. Please describe the steps that any trustee has gone through to locate the box.

The current trustee's assertion that the \$90,582.00 deposited in the Bank of America account on September 23, 2020, is not a trust asset is concerning. Clearly Mr. Jeff Robbins didn't just take it out of the "BRK account 8X59" for no reason and put it into the trust account. It would be improper for Mr. Barton to just assume that there was something incorrect with the deposit and to remove the money. If the Thomas Harris Sr. Trust had no interest in that money, then Mr. Robbins improperly co-mingled funds and breached his fiduciary duty.

ALLING & JILLSON, LTD.
ATTORNEYS AT LAW

Abigail Stephenson
May 3, 2021
Page 2

Clearly, something inappropriately was done. Demand is made on Mr. Burton to not transfer of any funds out of that Bank of Account until there has been a full tracing of those funds. In order to fully understand the history of these funds, I must insist that the records of "BRK Account 8X59" be provided so that I can sort through what was going on and to confirm any representation made by Mr. Barton that the funds were improperly co-mingled rather than actually being an asset of the Thomas Harris Sr. Trust.

Based upon conversations with my client, it appears that your firm may also represent the trustee of Mr. Robbins' trust. If you do not, then I apologize for making the following demand.

There is a clear conflict of interest between the Thomas J. Harris Sr. Trust and the Jeff Robbins Trust. The Thomas J. Harris Sr. Trust has a claim against Mr. Robbins for either a failure to appropriately keep accounting records of the Trust or commingling of funds. A full account needs to be made and that needs to be made at the expense of Mr. Robbins Trust. Additionally, it looks like both trusts have a claim to that \$90,582.00. Accordingly, demand is made upon your firm to immediately withdraw as counsel for both trusts.

Mr. Barton needs to confer with new counsel about whether it is appropriate for him to stay on as the trustee of the Thomas Harris Sr. Trust. While acknowledging that I do not yet have all facts, it appears to me that Mr. Burton has a conflict of interest, and every day that goes by in which he represents both trusts, is a day in which his liability increases.

As perhaps implied earlier, but explicitly stated here, my client makes a demand for a full formal accounting compiled and reviewed by a CPA. The expenses should not be an expense of the Thomas Harris Sr. Trust, but instead an expense of Mr. Robbins' trust. At a minimum, Mr. Robbins failed to keep appropriate accounting of records and co-mingled funds. He possibly committed malfeasance of some sort. This accounting must include the accurate report of the assets that were in the trust at the time of death.

My final demand is that your law office put a litigation hold on all of its records, including emails and correspondence with all parties and all financial records relating to both trusts. Additionally, my client demands a litigation hold be put on all of Mr. Barton's files and electronic data including all of his emails to anyone. As you know, this litigation hold demand applies to all information, whether hard copies or electronic data. No further transaction should occur in either trust until a full accounting has been prepared in the Thomas Harris, Sr. trust and sufficient information has been provided to give assurance to all beneficiaries that the scope of malfeasance or misfeasance has been determined.

ALLING & JILLSON, LTD.
ATTORNEYS AT LAW

Abigail Stephenson
May 3, 2021
Page 3

Further, I do not believe that any accounting can be provided with accuracy without having financial records to Mr. Robbins' assets.

Kindest regards,

ALLING & JILLSON, LTD.

By: 
JAMES R. HALES, ESQ.

JRH/jc

cc: client (via email only)

EXHIBIT B

EXHIBIT B

BLANCHARD, KRASNER & FRENCH

A PROFESSIONAL LAW CORPORATION

STEVEN M. SILVA, ESQ.

TELEPHONE: (775) 384-0022

FACSIMILE: (775) 236-0901

E-MAIL: ssilva@bkflaw.comWEB: <http://www.bkflaw.com>5470 KIETZE LANE, SUITE 200
RENO, NEVADA 89511ALAN W. FRENCH
(Deceased)ADMITTED IN:
California and Nevada

July 15, 2021

VIA U.S. PRIORITY MAIL/DELIVERY CONFIRMATION REQUESTEDThomas A. Harris
Post Office Box 364
Santa Cruz, CA 95061Re: Estate and Trust of Thomas J. Harris
Our File No.: 8269-020

Dear Mr. Harris:

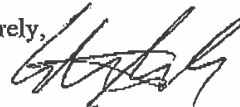
This letter is to inform you of the resignation of Mr. Scott Barton as Trustee of the Trust of the Thomas J. Harris Trust, and to notify you that the Hon. Tara Flanagan has agreed to be the successor Trustee under the terms of the Trust Agreement.

As you recall, when Thomas J. Harris passed on, Jeff Robben became the successor trustee. On Mr. Robben's passing, Mr. Barton became the Trustee. Mr. Barton is also the trustee of a trust settled by Mr. Robben. As such, and to avoid concerns of fiduciary obligations, Mr. Barton has resigned as trustee of the Thomas J. Harris Trust. His resignation is enclosed herein. Due to this resignation, the Hon. Tara Flanagan is now the successor trustee.

In conjunction with Mr. Barton's resignation, the law firm of Blanchard, Krasner & French will no longer be involved with representation of the trustee. It is our understanding that the successor trustee, Judge Flanagan, has retained the services of Wallace Millsap, a firm based in Reno, Nevada.

Questions concerning the trust administration can be directed to the successor trustee or her attorney. We will of course continue to be happy to discuss these matters with you consistent with our own duties. We will remind you that if you have any questions concerning your rights and interests with respect to the Trust, you should consult your own attorney.

Sincerely,

Steven M. Silva
for Blanchard, Krasner & FrenchSMS:bas
Enclosures
cc: Scott Barton

SCOTT BARTON
12505 NE 246th Court
Brush Prairie, WA 98606
(925) 963-9717
1swbarton@gmail.com

May 24, 2021

To: Beneficiaries of the Thomas J. Harris Trust

Re: Change of Trustee, Thomas J. Harris Trust

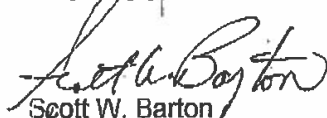
Dear Beneficiary:

This letter is a follow-up to my letter to you dated December 12, 2020. It has been my pleasure to serve as the Trustee of Tom's Trust, but recent events have made it prudent for me to step down. As some of you may be aware, I am the Trustee of Jeff Robben's Trust. Jeff, Tom's stepson, was the Trustee of the Thomas J. Harris Trust. Tom's Trust document named me as Successor Trustee in the event that Jeff could not serve as Trustee. Upon Jeff's death, I became Trustee of both Trusts.

Recently, Tom's son, Thomas A. Harris (one of the named beneficiaries of Tom's Trust) raised allegations that Jeff in some way mishandled Tom's Trust, and further alleged that because of my position as Trustee of Jeff's Trust I have a "clear conflict of interest" serving as the Trustee of both Trusts. He also alleged that Tom's estate planning attorneys (who are the attorneys assisting in the administration of Tom's Trust) are barred from further service based on his allegations of a conflict of interest.

I firmly believe that each and every one of the allegations made are untrue and would be highly upsetting to Tom given the decades long close relationship between Tom and Jeff. I see no benefit to Tom's Trust or to you as a beneficiary of Tom's Trust for me to remain as Trustee in light of the allegations made. At this point, much of the Trust administration work is complete; however the recent developments will result in some unavoidable delay and extra expense to the Trust in completing the remaining administration. A new Trustee will be appointed, the Trustee will need to retain new attorneys, and the new Trustee will make all further decisions regarding the administration of the Trust.

Very truly yours,


Scott W. Barton

**RESIGNATION OF TRUSTEE
AND ACCEPTANCE BY SUCCESSOR TRUSTEE
OF THE
THOMAS J. HARRIS TRUST
DATED JUNE 12, 2019**

RECITALS

A. On June 12, 2019, Thomas J. Harris (the "Trustor") executed the Declaration of Trust known as the THOMAS J. HARRIS TRUST (the "Trust"), as Trustor and initial Trustee. The Trust was neither amended nor revoked during Thomas J. Harris' lifetime.

B. At all times from the creation of the Trust until his death on December 30, 2019, Thomas J. Harris was the sole Trustee of the Trust.

C. The preamble of the Trust, under the heading "Successor Trustees," states in relevant part: "If the original Trustee fails, ceases, or otherwise is unable to serve, the following individuals are nominated to serve as the successor Trustee of all trusts created hereunder, in the order of priority indicated: (1) JEFF DEWEY ROBBEN; (2) SCOTT BARTON; (3) TARA FLANAGAN; (4) LAURIE DUNN. Thereafter, whenever there is a vacancy in the trusteeship of any trust established under this document, a majority of the adult beneficiaries then entitled to receive income of the Trust may nominate and appoint a successor trustee. If a majority of the adult beneficiaries then entitled to receive income of the Trust are unwilling or unable to appoint a successor trustee, or if for any other reason there is ever a complete vacancy in the trusteeship of any trust established under this document, the successor trustee shall be the person or institution (or both) appointed by a court of competent jurisdiction."

D. On December 30, 2019, Jeff Dewey Robben accepted the office of Trustee of the Trust, and served continuously as the sole successor Trustee thereof until his death on November 11, 2020.

E. On November 21, 2020, SCOTT BARTON accepted the office of Trustee of the Trust, and has served continuously as the sole successor Trustee thereof.

F. Sub-paragraphs (a) through (c) of Paragraph B-37 of Schedule B of the Trust provides: "A Trustee may resign at any time, and a successor Trustee shall be selected as provided for elsewhere in this document. If none of these successor Trustees qualifies or acts, a successor Trustee shall be appointed by a court of competent jurisdiction upon the petition of the last resigning Trustee or of any person interested in the trust; All authority and powers, including discretionary powers, conferred on the original Trustee shall pass to any successor. No successor Trustee shall have any responsibility for the acts or omissions of any prior Trustee and shall not have any duty to audit or investigate the accounts or administration of any prior Trustee. Unless a successor Trustee receives a written request to do so from a person having a present or

future beneficial interest in the trust, that successor Trustee shall have no duty to take action to obtain redress for any breach of trust by a prior Trustee; and To resign, a Trustee must give written notice at least thirty (30) days before such resignation will take place. Such notice must be given to each of the resigning Trustee's Co-Trustees, if any. If there is no such Co-Trustee, such notice shall, instead, be given to each adult beneficiary of the trust who is living then and to the guardian, conservator or other fiduciary of the estate of each minor or incompetent beneficiary who is entitled to receive income then (either absolutely or in the Trustee's discretion)."

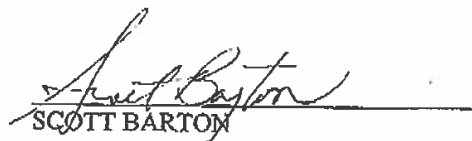
G. Given the allegations recently levied by beneficiary Thomas Anthony Harris against the former Trustee of the Thomas J. Harris Trust, current Trustee SCOTT BARTON desires to resign as Trustee of the Trust pursuant to the authority above-described effective thirty (30) days from the date such resignation is served by U.S. Mail to the adult beneficiaries of the Trust.

RESIGNATION

The undersigned, as the duly appointed and acting Successor Trustee of the Thomas J. Harris Trust, U/D/T dated June 12, 2019 (the "Trust"), hereby irrevocably resigns as Trustee effective thirty (30) days after the date this Resignation of Trustee is signed. I hereby acknowledge that on the effective date of this Resignation of Trustee and thereafter, upon written acceptance of the trusteeship of the Trust by TARA FLANAGAN, and/or any successor to TARA FLANAGAN, such successor Trustee shall have the powers granted to the trustee pursuant to the Trust or otherwise. I hereby further acknowledge by signing below, immediately upon the effective date of this Resignation of Trustee I will no longer have any of the powers granted to the trustee pursuant to the Trust or otherwise.

This Resignation of Trustee is made on May 17, 2021, at Brush Prairie, Washington.

Resigning Trustee:


SCOTT BARTON

NOTARY ACKNOWLEDGMENT

STATE OF WASHINGTON)

) ss.

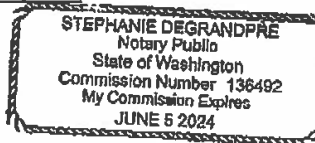
COUNTY OF CLARK)

On May 17th 2021 before me, Stephanie DeGrandpre
Notary Public, personally appeared **SCOTT BARTON**, 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 by his signature on the instrument the person, or the entity upon behalf of which
the person acted, executed the instrument.

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

WITNESS my hand and official seal.

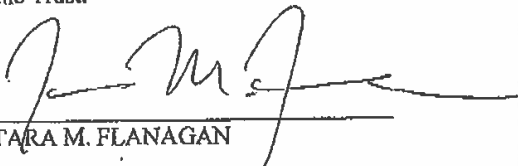
Signature of Notary



ACCEPTANCE BY SUCCESSOR TRUSTEE

The undersigned hereby accepts the appointment as successor Trustee of the Thomas J. Harris Trust, U/D/T dated June 12, 2019 (the "Trust"), unequivocally agrees to be bound by all the terms and conditions of the Trust, and agrees to faithfully carry out all the duties of the Trustee on behalf of the beneficiaries of the Trust.

The undersigned understands and acknowledges her appointment as successor Trustee of the Trust does not become effective until thirty (30) days after the currently acting Trustee, SCOTT BARTON, executes a Resignation of Trustee and provides proper notice of his resignation pursuant to the terms of the Trust.


TARA M. FLANAGAN

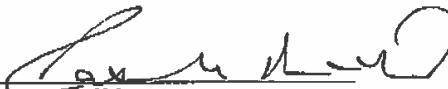
NOTARY ACKNOWLEDGMENT

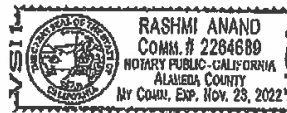
STATE OF California
COUNTY OF Alameda) ss.

On June 1st, 2021 before me, Rashmi Anand,
Notary Public, personally appeared TARA M. FLANAGAN, 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 she executed the same in her authorized
capacity, and that by her signature on the instrument the person, or the entity upon behalf
of which the person 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.


Signature of Notary



UNIVERSITY COPY SERVICE

428 FRONT STREET SANTA CRUZ, CA 95060

FAX COVER SHEET

DATE 7 / 19 / 2021

NUMBER OF PAGES SENT INCLUDING COVER 8

FAX NUMBER 775-588-4970

THIS FAX IS FOR Jim Hales FROM Thomas Harris

SHOULD THERE BE ANY PROBLEMS RECEIVING THIS FAX PLEASE CALL

PHONE/FAX 831-458-9600

EXHIBIT C

EXHIBIT C

ALLING & JILLSON, LTD.
ATTORNEYS AT LAW

276 KINGSBURY GRADE, SUITE 2000
POST OFFICE BOX 3390
LAKE TAHOE, NEVADA 89449-3390
TELEPHONE (775) 588-6676
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RONALD D. ALLING
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DAVID R. COCHRAN
JAMES R. HALES
RICHARD J. MCGUFFIN
JAMIE L. WALKER
SCOTT W. SOVERS
PRESTON S. MATHEWS

July 21, 2021

Via Email Only

Steve M. Silva
5470 Kietzke Ln #200
Reno, NV 89511
ssilva@bkflaw.com

F. McClure Wallace
Wallace & Millsap
510 W. Plumb Lane, Suite A
Reno, NV 89509
McClure@wallacemillsap.com

Re: Estate of Thomas Harris

Dear Mr. Silva and Mr. Wallace:

On the morning of July 19, 2021, my client received Mr. Silva's July 15, 2021 letter. Enclosed with that letter was a signed resignation of Scott Barton as trustee of the Thomas J. Harris Trust. The resignation was dated May 17, 2021. Also enclosed was the acceptance of the successor trustee, which wasn't dated, but the text of which states that acceptance of responsibility as trustee would happen 30 days after Mr. Barton signed the resignation. July 19, 2021, was the first time my client or I saw these documents.

With the July 19th letter, my client also received a copy of the May 24, 2020 letter from Scott Barton to at least some of the beneficiaries. No explanation was provided as to why two months passed from the date of resignation until my client got notice, nor any explanation as to why six weeks passed from the date the letter went out to the other beneficiaries and the date it went out to my client. Having previously disclosed to both of you that my client is homeless, the pattern of delay manifests maliciousness towards my client and most certainly is contrary to the fiduciary duty owed to him.

Further, in sending this letter directly to my client, Mr. Silva violated Nevada RPC 4.2. This letter, the delay in sending it, and the direct communication by opposing counsel to my client demonstrates an ongoing pattern of misconduct. While I will not attribute the wrongful conduct of Mr. Barton and Mr. Silva to the new trustee and her counsel, I do have to convey my position that at this point there is no room for further missteps by whoever is functioning as trustee.

ALLING & JILLSON, LTD.

ATTORNEYS AT LAW

Silva and Wallace

July 21, 2021

Page 2

Resignation by Scott Barton does not remove the obligation to fulfill all duties that were imposed upon him while he was a trustee. As set forth in my May 3, 2021 letter, a demand has been made for a formal accounting from Scott Barton. Such a demand is allowed under paragraph B-42 of the trust. Further, it is in accordance with Chapter 165 of the Nevada Revised Statutes. See NRS 165.1204 *et. seq.* This request for an accounting is specific to Scott Barton during the period of time which he was the trustee.

In addition, an accounting is requested from Jeff Robben. Mr. Barton is the trustee of Mr. Robben's Trust. No one is in a better position to provide that accounting legally required of Mr. Robben. Though not entirely clear when the co-mingling happened, it is clear that there was a co-mingling of funds. That created a liability of Mr. Robben's estate to the beneficiaries of the Harris Trust. That claim is an asset of the Harris Trust, and demand is made upon Ms. Flanagan to take all reasonable steps required to collect on that assets of the trust, which as a preliminary matter, will require an accounting from Barton to determine if there was a negative impact in the trust. I would expect Mr. Scott Barton to cooperate with providing the information needed, but if he does not, my client expects Ms. Flanagan to take all necessary legal steps to obtain the information that will allow for an accounting to be compiled. Further, as Mr. Robben's successor in interest, demand needs to be made upon Mr. Robben's estate to pay for the cost of the accounting since his dereliction of duty necessitates this expense.

The informal accounting provided under cover letter from Ms. Stephenson on April 26, 2021, showed fees paid to Blanchard, Krasner & French in the amount of \$4,739.32. Those fees were inappropriately paid because the firm had a conflict of interest in representing Scott Barton who was trustee of two trusts with conflicts of interest. This was a major ethical violation and the Nevada Supreme Court. It is clear that when there are flagrant ethical violations forfeiture of fees is justified. In *Hawkins v. Eighth Judicial District*, 133 Nev 900, 407 P.3d 766 (2017) the Nevada Supreme Court stated:

The Restatement further explains that for flagrant violations, forfeiture is justified even where no harm is proved, but for minor violations, merely reducing the fee may be warranted. *Id.* "The remedy of fee forfeiture presupposes that a lawyer's clear and serious *904 violation of a duty to a client destroys or severely impairs the client-lawyer relationship and thereby the justification of the lawyer's claim to compensation." *Id.* § 37 cmt. b. Additionally, "[f]orfeiture is ... a deterrent," and it allows courts to impose a sanction where damages from attorney misconduct are difficult to measure. *Id.* The Ninth Circuit has reasoned that, where an attorney simultaneously represents clients with conflicting interests without getting

ALLING & JILLSON, LTD.

ATTORNEYS AT LAW

Silva and Wallace

July 21, 2021

Page 3

written informed consent, “[a]n attorney cannot recover fees for such conflicting representation ... because payment is not due for services not properly performed.” *Image Tech. Serv., Inc. v. Eastman Kodak Co.*, 136 F.3d 1354, 1358 (9th Cir. 1998) (internal quotation marks and citation omitted); *see also* *State Farm Mut. Auto. Ins. Co. v. Hansen*, — Nev. —, 357 P.3d 338, 342 n.6 (2015) (“The representation of clients with conflicting interests and without informed consent is a particularly egregious ethical violation that may be a proper basis for complete denial of fees.” (quoting *Rodriguez v. Disner*, 688 F.3d 645, 655 (9th Cir. 2012))). Moreover, “[a] court has broad equitable power to deny attorneys’ fees (or to require an attorney to disgorge fees already received) when an attorney represents clients with conflicting interests.” *Rodriguez*, 688 F.3d at 653.

Also see, Mark Bassingthwaite, Conflicts of Interest and Attorney Accountability, Published on the Nevada Bar official website at:

<https://nvbar.org/alps-lawyers-professional-liability-insurance/article-conflicts-interest-attorney-accountability/>

The accounting provided by Mr. Barton through June 17, 2021, should not be a cost of the trust, and that includes attorney’s fees incurred.

Finally, my client has incurred fees identifying the inappropriate actions of the trustee. Demand is made for payment of those fees. I will provide to you a statement within 14 days. The delay is needed because my office manager is on vacation.

Mr. McClure, I would appreciate communication back within 14 days confirming that you agree the trustee has the obligation as set forth in this correspondence. If I have not heard back from you within that time, I will commence a petition under chapter 164.

Kindest regards,

ALLING & JILLSON, LTD.

By: 
JAMES R. HALES, ESQ.

JRH/jc

cc: client (via email only)

1 CASE NO.: 2021 PB00034

2 DEPT NO.: I

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JUN 25 2021

Douglas County
District Court Clerk

2021 JUL 27 PM 2:21

DONALD R. WILLIAMS
CLERK

BY A. PONCE DEPUTY

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7 IN THE NINTH JUDICIAL DISTRICT COURT OF THE STATE OF NEVADA
8 IN AND FOR THE COUNTY OF DOUGLAS

9 IN RE:

10 THE ESTATE OF THOMAS JOSEPH
11 HARRIS,

12 Deceased
13 _____/

14 [PROPOSED]
15 ORDER APPOINTING SUCCESSOR EXECUTOR
16 AND ISSUING SUCCESSOR LETTERS TESTAMENTARY

17 Tara M. Flanagan, by and through her counsel of record, F. McClure Wallace
18 and Patrick R. Millsap of Wallace & Millsap, petitioned this Court for appointment
19 of Tara M. Flanagan as Successor Executor of the Estate of Thomas Joseph Harris
20 ("Decedent").

21 The Court finds as follows:

22 The Decedent's Last Will and Testament was admitted to probate and
23 Letters Testamentary were issue to Scott Barton on April 6, 2021.

24 Scott Barton, was appointed and qualified, but has resigned prior to
25 completing the administration of the Estate.

26 There is a need to appoint a Successor Executor to complete the
27 administration of the Estate.
28

1 Tara M. Flanagan was nominated by the Decedent in his Will to serve as
2 Successor Executor and has consented to serve.

3 Notice was served on all interested beneficiaries, and no objections to the
4 appointment of Tara M. Flanagan as Successor Executor have been filed with this
5 Court.
6

7 **THEREFORE, IT IS ORDERED** that TARA M. FLANAGAN, has leave to
8 qualify as Successor Executor by taking the required oath, and upon so doing,
9 Successor Letters Testamentary shall issue.

10 **IT IS FURTHERED ORDERED** that the Letters Testamentary previous
11 issued to Scott Barton are hereby rescinded.
12

13 **SO ORDERED** this 27 day of July 2021.

14
15 
16 District Court Judge

17 Submitted by:
18

19 **WALLACE & MILLSAP**

20
21 F. MCCLURE WALLACE, ESQ.
22 State Bar No. 10264
23 PATRICK R. MILLSAP, ESQ.
24 State Bar No. 12043
25 WALLACE & MILLSAP LLC
26 510 West Plumb Lane, Suite A
27 Reno, Nevada 89509
28 (775) 683-9599 Telephone
(775) 683-9597 Fax

Attorneys for Petitioner

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AUG 17 2021

Douglas County
District Court Clerk

FILED

2021 AUG 17 PM 3:56

DOBBIE R. WILLIAMS
CLERK

BY A. PONCE PUTY

1 CASE NO.: 2021 PB00034

2 DEPT NO.: I

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6 IN THE NINTH JUDICIAL DISTRICT COURT OF THE STATE OF NEVADA
7 IN AND FOR THE COUNTY OF DOUGLAS

8 IN RE:

9 THE ESTATE OF THOMAS JOSEPH
10 HARRIS,

11 Deceased.
12 _____/

13 LETTERS TESTAMENTARY


14 On the July 27, 2021, the Court entered its *Order Appointing Successor*
15 *Executor and Issuing Successor Letters Testamentary* appointing TARA M.
16 FLANAGAN, as Successor Executor of the Estate of THOMAS JOSEPH HARRIS.

17 Tara M. Flanagan, who having duly qualified is hereby authorized to act and
18 has the authority and shall perform the duties of Executor of the Estate of Thomas
19 Joseph Harris, including the authority vested by the Court's Order of July 27, 2021.

20 In testimony of which I have this date signed these Letters and affixed the seal
21 of the Court.

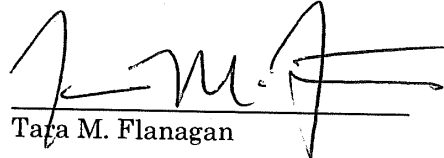
22 Dated this 17 day of August 2021.

23
24 CLERK OF COURT

25 
26 By: A. PONCE
27 Deputy Clerk
28

OATH

I, TARA M. FLANAGAN as Successor Executor of the Estate of THOMAS JOSEPH HARRIS whose mailing address is in care of Wallace & Millsap LLC, 510 W. Plumb Lane, Suite A, Reno, Nevada 89509 solemnly affirms that I will faithfully perform according to law, the duties of Successor Executor.

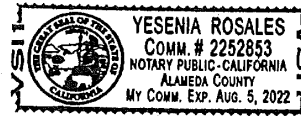

Tara M. Flanagan

State of California)
County of Alameda) ss

Subscribed and sworn to before me this
10 day of August 2021.

Y Rosales

NOTARY PUBLIC



1 CASE NO.: 2021 PB00034

2 DEPT NO.: I

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APR 15 2022

Douglas County
District Court Clerk

FILED

2022 APR 15 PM 2:38

JOSEPH R. WILLIAMS
CLERK

BY M. CARNEY DEPUTY

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7 IN THE NINTH JUDICIAL DISTRICT COURT OF THE STATE OF NEVADA
8 IN AND FOR THE COUNTY OF DOUGLAS

9 IN RE:

10 THE ESTATE OF THOMAS JOSEPH
11 HARRIS,

12 Deceased
13 _____/

14 NOTICE OF HEARING

15 NOTICE IS HEREBY GIVEN that on the 24th day of May 2022 at 1:30 p.m. in
16 Department 1 of the Ninth Judicial District Court of the State of Nevada, located at
17 1038 Buckeye Road, Minden, Nevada 89423 the Court will consider the Petition to
18 Confirm First and Final Accounting, Request for Final Distribution, and Request for
19 Payment of Professional's Fees and Costs filed by Tara M. Flanagan on or about April
20 14, 2022.
21

22 The matter will be approved without further hearing unless an objection is filed.
23 You do not need to appear unless you wish to object.
24

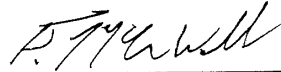
25 AFFIRMATION

26 The undersigned hereby affirms that the preceding document does not
27 contain the social security of number of any person.
28

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DATED this 13th day of April 2022.

WALLACE & MILLSAP



F. McClure Wallace, Esq.
State Bar No.: 10264
Patrick R. Millsap, Esq.
Nevada Bar No.: 12043
510 W. Plumb Lane, Suite A
Reno, Nevada 89509
Ph: (775) 683-9599
mcclure@wallacemillsap.com
patrick@wallacemillsap.com
Attorneys for Petitioner, Tara M. Flanagan

CERTIFICATE OF SERVICE

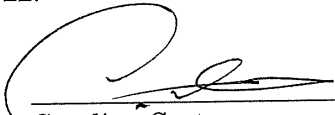
Pursuant to NRCP 5(b)(2)(B), I hereby certify that I am an employee of WALLACE & MILLSAP counsel for Tara M. Flanagan, Executor of the Estate of Thomas Joseph Harris and that I caused to be served the foregoing document upon those persons listed below by USPS First Class Mail, postage prepaid:

Name/Address	Name/Address
Thomas Anthony Harris, Jr. c/o James R. Hales, Esq. Alling & Jillson Ltd P.O. Box 3390 Stateline, Nevada 89449	Scott Barton c/o Steven M. Silva, Esq. Blanchard, Krasner & French 5470 Kietzke Lane, Suite 200 Reno, Nevada 89511
Geraldine Coelho 1558 Middle Lane Hayward, CA 94545	Mark Deheasus 1829 Scott Road Concord, CA 94519
Laurie Dunn 33 Daryl Drive Orinda, CA 94563	Phillip Fenske 3457 Lake Tahoe Blvd., Suite A South Lake Tahoe, CA 96150
Tamara Flanagan 3737 North Country Club Road Unit 211N Tucson, AZ 85716	Marceline Fay Fulbright 4101 Furnace Creek Carson City, NV 89706
Judith Giallongo 921 Springfield Drive Gardnerville, NV 89460	Barbara A. Glascock 1052 Pebble Beach Court Minden, NV 89423
Barbara Livingston 8144 Orchid Tree Way Antelope, CA 95843	Luke Keely 1056 Pebble Beach Court Minden, Nevada 89423
Rebecca Monsour 2300 South Sultana Avenue, Space 275 Ontario, CA 91761	Joanne Renee Michael 1105 East Robinson Street Carson City, Nevada 89701
Albert Perona 3441 Long Drive Minden, NV 89423	Patrice Pelletier 1053 Pebble Beach Court Minden, NV 89423
Roberta Reid 14911 Lago Drive Rancho Murieta, CA 95683	George Perry 11341 East Navarro Avenue Mesa, AZ 85209
John P. Robben P.O. Box 2386 Stateline, NV 89449	Jacob Robben 1105 E. Robinson Street Carson City, NV 89701
Julie Ross 3933 North Virginia Road, Unit 207 Long Beach, CA 90807	Rosemary Robben 11365 Quartz Drive, #51 Auburn, CA 95602
Linda Rubuliak 1350 Vidal Street, #101 White Rock, BC Canada V4B5G6	Nina Routon 3521 Smoketree Avenue Carson City, NV 89705

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Maryann Sylvia 1558 Middle Lane Hayward, CA 94545	Dennis Sylvia 4007 Cortina Drive Austin, TX 78749
Mary Thomas 3400 South Centinela Ave., Apt. 4 Los Angeles, CA 90066-1860	

Dated this 13th day of April 2022.



Caroline Carter

1 CASE NO.: 2021 PB00034

RECEIVED

FILED

2 DEPT NO.: I

APR 15 2022

2022 APR 15 PM 2:37

3 Douglas County
District Court Clerk

REBECCA WILLIAMS
CLERK

4 M. CARNEY DEPUTY

5
6 IN THE NINTH JUDICIAL DISTRICT COURT OF THE STATE OF NEVADA
7
8 IN AND FOR THE COUNTY OF DOUGLAS

9 IN RE:

10 THE ESTATE OF THOMAS JOSEPH
11 HARRIS,

12 Deceased
13 _____/

14 PETITION TO CONFIRM FIRST AND FINAL ACCOUNTING, REQUEST
15 FOR FINAL DISTRIBUTION, AND REQUEST FOR PAYMENT OF
16 PROFESSIONAL'S FEES AND COSTS

17 TARA M. FLANAGAN, in her capacity as the Court appointed Successor
18 Executor of the Estate of Thomas Joseph Harris (the "Estate"), by and through her
19 attorneys Wallace & Millsap LLC, respectfully presents her Petition to Confirm
20 First and Final Accounting, Request for Final Distribution, and Request for
21 Payment of Professional's Fees and Costs. To this end, the Petitioner presents as
22 follows:

23 FACTS AND BACKGROUND

24 1. Thomas Joseph Harris (the "Decedent") died on December 30, 2019, as
25 a resident of Douglas County, Nevada.

26 2. The Decedent's death was caused by a motor vehicle accident in
27 Washoe County, Nevada on or about December 19, 2019. The Decedent was not at
28 fault for the motor vehicle accident.

1 3. The Last Will and Testament of Thomas Joseph Harris was duly
2 lodged with this Court on April 6, 2021.

3 4. The Decedent's Last Will and Testament is a pour over will, identifying
4 the Decedent's Trust as the beneficiary of his Will. The Decedent's Trust is The
5 Declaration of Trust Known as the Thomas J. Harris Trust, Dated June 12, 2019
6 (the "Decedent's Trust" or the "Trust").

7 5. The Decedent's Last Will and Testament nominated the following line
8 of Executors: Jeff Robben, Scott Barton, and Tara Flanagan.

9 6. On March 10, 2021, Scott Barton filed his *Verified Petition for Letters*
10 *of Special Administration (NRS 140.010) and for Probate of Will and Issuance of*
11 *Letters Testamentary (NRS 136.090)*. Mr. Barton was the appropriate individual to
12 seek appointment as the Personal Representative of the Estate because the first
13 nominated executor, Mr. Robben, had passed away on November 11, 2020.

14 7. On April 6, 2021, this Court entered its *Order Admitting Will to*
15 *Probate and Issuing Letters Testamentary* appointing Scott Barton to serve as the
16 Personal Representative of the Estate. Consistent with the Court's Order, Letters
17 Testamentary were issued to Scott Barton on April 22, 2021.

18 8. Upon information and belief, pursuant to his appointment as the
19 Estate's Personal Representative, Scott Barton began his efforts to administer the
20 Decedent's Estate. Namely for purposes of this Petition, Mr. Barton continued Mr.
21 Robben's previously initiated efforts to prosecute wrongful death claims related to
22 the Decedent's death, including retaining Ms. Julie Throop, Esq. to represent the
23 Estate regarding the wrongful death of the Decedent.

24 9. By and through its retained litigation Counsel, the Estate was able to
25 reach a pre-litigation resolution of all claims regarding the wrongful death of the
26 Decedent, as discussed in greater detail below.

27 10. Thereafter, and before completing the negotiated settlement or
28 gaining Court approval of the settlement on behalf of this Estate, Scott Barton

1 notified Tara Flanagan he was resigning as the Personal Representative of the
2 Estate.

3 11. Consistent with her nomination as the next named executor of the
4 Estate by the Decedent's Will, Ms. Flanagan filed her *Petition for Appointment of*
5 *Successor Executor and for Issuance of Letters Testamentary* on June 25, 2021.

6 12. On July 27, 2021, the Court entered its *Order Appointing Successor*
7 *Executor and Issuing Successor Letters Testamentary*.

8 13. On August 17, 2021, the Court issued Letters Testamentary to Tara M.
9 Flanagan.

10 14. Pursuant to her appointment as the Successor Executor of the Estate,
11 Ms. Flanagan (hereinafter the "Successor Executor" or the "Petitioner") continued
12 the Estate's administration based upon its status at the time of Mr. Barton's
13 resignation.

14 15. Namely, Ms. Flanagan undertook those efforts necessary to complete
15 the wrongful death settlement negotiated prior to her appointment, including
16 coordination with Ms. Throop in her capacity as the Estate's wrongful death
17 attorney.

18 16. On August 30, 2021, the Successor Executor filed her *Petition to*
19 *Approve Settlement*, seeking Court confirmation of the wrongful death settlement
20 reached by the Estate regarding the Decedent's death.

21 17. On August 31, 2021, interested person Thomas A. Harris filed his
22 *Emergency Motion to Dispense of Notice of Hearing, For A Telephonic Hearing at the*
23 *Courts Very Earliest Convenience and Response to Petition*.

24 18. After the filing of Mr. Thomas A. Harris' emergency motion, the Court
25 held a telephonic hearing on September 3, 2021. As a result of the telephonic
26 hearing, the Court dispensed with certain notice requirements related to the
27 *Petition to Approve Settlement* and set a subsequent hearing in open court on
28 Tuesday, September 7, 2021. At the September 7, 2021 hearing, the Court verbally

1 approved the Successor Executor's *Petition to Approve Settlement*, including
2 approval of the attorney's fees requested by Ms. Throop's office as wrongful death
3 counsel for the Estate. Subsequently, on September 9, 2021, the Court entered its
4 written *Order Granting Petition to Approve Settlement*.

5 19. Pursuant to the Court's September 9, 2021 Order, the Successor
6 Executor has fulfilled and completed all task necessary to complete the wrongful
7 death settlement, collected the settlement proceeds, and deposited them into an
8 account with Bank of America in the name of the Estate.

9 20. The Estate's Inventory and Record of Value will be filed and served by
10 the Successor Executor no later than 14 days prior to the hearing on this Petition.

11 CREDITOR'S CLAIMS

12 21. The previous Executor, Scott Barton, by and through his Counsel,
13 caused Notice to Creditors to be filed on April 22, 2021. The Notice to Creditors was
14 published in the Record Courier on April 29, May 6, and May 13, 2021. See Proof of
15 Publication filed with the Court on May 20, 2021.

16 22. There have been no creditor's claims filed against the Estate.

17 FINAL TAXES

18 23. The Estate retained the services of a qualified CPA to ensure all tax
19 matters were properly addressed. All tax returns appropriately required of the
20 Decedent will be filed and all accounting fees will be duly paid. There is no known
21 liability due on the Estate's final return.

22 24. As of the date of this Petition, the Estate has received no other
23 communication or inquiry from any other taxing authority or any other claimant.

24 25. The Petitioner requests authority to holdback \$5,000 in the Estate
25 account in an abundance of caution to pay of final accounting fees and any possible
26 final tax liability of the Estate. After any tax liability and all final accounting fees
27 are paid, the remainder of the funds held back would be distributed consistent with
28 the remainder of the Estate. The Petitioner has conferred with the Estate's CPA,

1 and is ensured this requested holdback is both appropriate and abundantly
2 cautious.

3 ACCOUNTING

4 26. **Exhibit 1** is the First Accounting for the Estate. This accounting is
5 consistent with the Estate's Inventory, demonstrating the only assets of the Estate
6 being the wrongful death proceeds and associated insurance claim settlements
7 received by the Estate as a result of the court-approved wrongful death settlement.

8 SUCCESSOR EXECUTOR'S FEES AND COSTS

9 27. During her tenure as the Successor Executor, the Petitioner addressed
10 all traditional tasks such as marshalling assets, addressing the Estate's tax needs,
11 and filing all appropriate petitions with the Court. The Successor Executor reports
12 the commission due the personal representative for the administration of this
13 Estate pursuant to NRS 150.020 is \$13,550.00.

14 28. The value of the Estate for the computation of compensation is
15 \$620,000.00. Pursuant to calculation schedule listed in NRS 150.020, the
16 compensation for the Personal Representative of this Estate is demonstrated in
17 **Exhibit 1** and is computed as follows:

18	4% of the first \$15,000.00	\$ 600.00
19	3% of the next \$85,000.00	\$ 2,550.00
20	2% of the following \$520,000	\$10,400.00
21	TOTAL COMPENSATION	\$13,550.00

22
23 ///

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ATTORNEY'S FEES AND COSTS

29. Since June 25, 2021, Counsel has advanced costs and other expenses for and on behalf of the Estate in the amount of \$956.48 itemized below:

Photocopies (incl. thumb drive)	\$701.20
Postage	\$283.58
Court Costs (for CD)	<u>\$ 10.00</u>
Total Advanced Costs	\$994.78

30. The law firm of Wallace & Millsap LLC hereby requests reimbursement of the sum of \$994.78 for costs advanced for benefit of the Estate.

31. Additionally, since the inception of its representation of the Petitioner in her capacity as the Successor Executor of the Estate, Counsel has rendered valuable services to the Petitioner. These efforts include filing the appropriate documents with the Court, attendance at Court hearings, support of the Administrator, addressing and assisting in completion of all aspects of the wrongful death settlement, communicating with Counsel for the previous Executor as well as the previous Executor himself, communicating with Counsel for Thomas A. Harris, addressing the emergency motion filed by Thomas A. Harris, coordinating between the Estate and the Decedent's Trust, and all other tasks associated with administration of this unique Estate.

32. Mr. Wallace has devoted 46.9 hours to this matter since May 21, 2021. A reasonable hourly fee based upon the type of work done, the complexity of the matter, and the level of experience of Mr. Wallace and his partner is \$325.00 per hour for a total of \$16,407.50 in attorneys fees. The law firm of Wallace & Millsap LLC has also devoted 18 hours of paralegal time since May 20, 2021, at the rate of \$150.00 per hour for a total of \$2,725.50 in paralegal fees. Wallace & Millsap conservatively anticipates devoting an additional 4.3 hours of attorney time for a total of \$1,505.00 in anticipated attorney's fees.

1 33. The law firm of Wallace & Millsap LLC hereby requests the sum of
2 \$20,638.00 as its combined legal and paralegal fees for services rendered and
3 anticipated to be rendered.

4 34. This is the first instance in which Wallace & Millsap LLC has
5 requested its fees and costs advanced to the Estate be paid. An accounting of of
6 Wallace & Millsap's fees and costs from May 21, 2021 through the present is
7 attached hereto as **Exhibit 2**.

8 **DISTRIBUTION & AFTER DISCOVERED ASSETS**

9 35. There have been no previous distributions from this Estate.

10 36. Article Two of the Decedent's Last Will and Testament identifies the
11 Decedent's Trust is the beneficiary of this Estate. Therefore, after all
12 administrative expenses and legal expenses have been paid, all remaining assets of
13 the Estate, including any after discovered assets, will be distributed to the
14 Decedent's Trust.

15
16 **WHEREFORE**, Petitioner prays that judgment and decree be entered as
17 follows:

- 18 A. Settling, allowing and approving the Estate's First and Final Accounting.
19 B. Approving and confirming all acts of Ms. Flanagan, in her capacity as the
20 Successor Executor of this Estate, with respect to the administration of
21 the Estate.
22 C. Based upon the circumstances of the Decedent's demise, it was proper to
23 generally administer this Estate.
24 D. Confirming that there were no prior distributions.
25 E. Confirming the Successor Executor's requested ordinary fees and costs are
26 necessary and reasonable in all respects.
27 F. Authorizing and directing the Successor Executor to pay herself
28 \$13,550.00 in ordinary fees.

1 G. Confirming all actions and services rendered by Counsel for the Successor
2 Trustee as reasonable and appropriate.

3 H. Confirming Counsel's requested fees and costs as necessary and
4 reasonable in all respects.

5 I. Authorizing and directing the Successor Executor to pay the law firm of
6 Wallace & Millsap LLC, the sum of \$20,638.00 as compensation for legal
7 services rendered, and to be rendered by said attorney and paralegal for
8 the benefit of the Estate.

9 J. Authorizing and directing the Petitioner to pay the law firm of Wallace &
10 Millsap LLC, the sum of \$994.78 for costs advanced and to be advanced in
11 this Estate, for a total payment of fees and costs in the amount of
12 \$21,632.78.

13 K. Authorizing and directing the Successor Executor to holdback \$5,000.00
14 for completion of all the Estate's tax needs, including paying the final
15 accounting fees of the Estate.

16 L. After all administrative expenses and professional fees are paid,
17 authorizing and directing the Petitioner that the Estate's remaining
18 assets, including any after discovered assets, be distributed to The
19 Declaration of Trust Known as the Thomas J. Harris Trust, Dated June
20 12, 2019, by and through Tara Flanagan as Successor Trustee.

21 M. For the Successor Executor to complete any and all remaining task
22 necessary to complete the administration of this Estate, at which time the
23 Executor shall request her discharge from this Court.

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DATED this 13th day of April 2022.

WALLACE & MILLSAP LLC

F. F. F. F. F.

F. McCLURE WALLACE, ESQ.

PATRICK R. MILLSAP, ESQ.

PATRICK R. MILES, ESQ.
510 W. Plumb Lane, Suite A
50500

310 W. Humboldt Lane,
Reno, Nevada 89509

(775) 683-9599

mcclure@wallacemillsap.com


patrick@wallacemillsap.com

Counsel for Tara M. Flanagan,

*Counsel for Tara M. Flanagan,
Successor Executor of the Estate of Thomas
Joseph Harris*

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DATED this 8th day of April 2022.


Tara M. Flanagan, Personal Representative
of the Estate of Thomas Joseph Harris

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LIST OF EXHIBITS

- Exhibit 1 - First Accounting of Estate of Thomas J. Harris
Exhibit 2 - Wallace & Millsap's Accounting of Fees and Costs

CERTIFICATE OF SERVICE

Pursuant to NRCP 5(b)(2)(B), I hereby certify that I am an employee of WALLACE & MILLSAP counsel for Tara M. Flanagan, Executor of the Estate of Thomas Joseph Harris and that I caused to be served the foregoing document upon those persons listed below by USPS First Class Mail, postage prepaid:

Name/Address	Name/Address
Thomas Anthony Harris, Jr. c/o James R. Hales, Esq. Alling & Jillson Ltd P.O. Box 3390 Stateline, Nevada 89449	Scott Barton c/o Steven M. Silva, Esq. Blanchard, Krasner & French 5470 Kietzke Lane, Suite 200 Reno, Nevada 89511
Geraldine Coelho 1558 Middle Lane Hayward, CA 94545	Mark Deheasus 1829 Scott Road Concord, CA 94519
Laurie Dunn 33 Daryl Drive Orinda, CA 94563	Phillip Fenske 3457 Lake Tahoe Blvd., Suite A South Lake Tahoe, CA 96150
Tamara Flanagan 3737 North Country Club Road Unit 211N Tucson, AZ 85716	Marceline Fay Fulbright 4101 Furnace Creek Carson City, NV 89706
Judith Giallongo 921 Springfield Drive Gardnerville, NV 89460	Barbara A. Glascock 1052 Pebble Beach Court Minden, NV 89423
Barbara Livingston 8144 Orchid Tree Way Antelope, CA 95843	Luke Keely 1056 Pebble Beach Court Minden, Nevada 89423
Rebecca Monsour 2300 South Sultana Avenue, Space 275 Ontario, CA 91761	Joanne Renee Michael 1105 East Robinson Street Carson City, Nevada 89701
Albert Perona 3441 Long Drive Minden, NV 89423	Patrice Pelletier 1053 Pebble Beach Court Minden, NV 89423
Robert Reid 14911 Lago Drive Rancho Murieta, CA 95683	George Perry 11341 East Navarro Avenue Mesa, AZ 85209
John P. Robben P.O. Box 2386 Stateline, NV 89449	Jacob Robben 1105 E. Robinson Street Carson City, NV 89701
Julie Ross 3933 North Virginia Road, Unit 207 Long Beach, CA 90807	Rosemary Robben 11365 Quartz Drive, #51 Auburn, CA 95602
Linda Rubuliak 1350 Vidal Street, #101 White Rock, BC Canada V4B5G6	Nina Routon 3521 Smoketree Avenue Carson City, NV 89705

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Maryann Sylvia 1558 Middle Lane Hayward, CA 94545	Dennis Sylvia 4007 Cortina Drive Austin, TX 78749
Mary Thomas 3400 South Centinela Ave., Apt. 4 Los Angeles, CA 90066-1860	

Dated this 13th day of April 2022.



Caroline Carter

Exhibit 1

Exhibit 1

THE ESTATE OF THOMAS J. HARRIS

Accounting

ESTATE OF THOMAS J. HARRIS
ACCOUNTING AS OF APRIL 13, 2022

ESTATE ASSETS			
	CSAA Insurance (uninsured/underinsured) Gross Recovery	\$500,000.00	
	Adjustments		
	Thomas A. Harris Settlement	-\$50,000.00	
	Friedman & Throop Legal Fees	-\$140,032.00	
	Blanchard, Krasner & French Legal Fees	-\$9,968.00	
	Legal Costs	-\$318.00	
	Medicare Lien (Compromised Amount)	-\$8,475.43	
	Meridian/Anthem (Compromised Amount)	-\$4,334.12	
	Negotiation Fee	-\$673.39	
		-\$213,800.94	
	Net Proceeds to the Estate		\$286,199.06
	CSAA Insurance (death benefit) Gross Recovery	\$15,000.00	
	Adjustments		
	Friedman & Throop Legal Fees	-\$5,000.00	
	Net Proceeds to the Estate		\$10,000.00
	American Family Insurance (Tortfeasor)	\$100,000.00	
	Adjustments		
	Thomas A. Harris Settlement	-\$50,000.00	
	Friedman & Throop Legal Fees	-\$16,666.67	
		-\$66,666.67	
	Net Proceeds to the Estate		\$33,333.33
	American Family Insurance (Med Pay)	\$5,000.00	
	Net Proceeds to the Estate		\$5,000.00
	TOTAL NET PROCEEDS TO THE ESTATE		\$329,532.39
ESTATE LIABILITIES			
	Legal Fees & Costs		
	Wallace & Millsap Legal Fees		-\$20,638.00
	Fees as of April 13, 2022		
	Wallace & Millsap Costs		-\$994.78
	Costs as of April 13, 2022		
	Administrator Fees		
	Tara M. Flanagan per NRS 150.020		-\$13,550.00
	Gross Estate \$620,000.00		
	Miscellaneous		
	Reimbursement to Trust for Initial Funding of Estate Bank of America Account		-\$100.00
	Hold back for potential & future accounting fees and potential tax liability		-\$5,000.00
	TOTAL LIABILITIES OF THE ESTATE		-\$40,282.78

[illegible]

Exhibit 2

Exhibit 2

THE ESTATE OF THOMAS J. HARRIS

Wallace & Millsap
Attorney & Paralegal Fees

Date	Hours	Description	Rate (\$)	Billable (\$)
McCLURE WALLACE, Attorney				
5/21/2021	0.3	Initial review of a draft "agreement" document provided by James Hales regarding a wrongful death claim involving the Estate and his client.	\$ 350.00	\$ 105.00
5/21/2021	0.5	Initial review of the probate file for the Estate of Thomas Harris as well as review of Mr. Harris's Last Will and Testament currently admitted to probate in Douglas, County.	\$ 350.00	\$ 175.00
5/24/2021	0.5	Review and edit draft Petition for Appointment of Substitute Administrator and associate proposed order; review draft documents to Tara Flanagan for her review.	\$ 350.00	\$ 175.00
5/25/2021	0.3	Draft email to Judge Flanagan presenting her draft documents for her petition to the court to be appointed special administrator of the Estate of Mr. Harris, and addressing related topics.	\$ 325.00	\$ 97.50
6/15/2021	0.2	Review prior email correspondance and prepare for call with attorney Jim Hales.	\$ 350.00	\$ 70.00
6/15/2021	1.1	Initial call with Jim Hales discussing the wrongful death litigation pertinent to the Estate, and other ongoing aspects of the Estate's administration; review and consider related emails provided by Mr. Hales after our call.	\$ 350.00	\$ 385.00
6/22/2021	0.3	Status call with Tara Flanagan regarding efforts to obtain her appointment as Administrator of this Estate, my calls with other counsel, and the status of the personal injury litigation involving the estate.	\$ 350.00	\$ 105.00
6/24/2021	0.9	Review emails and attachments provided by Julie Throop pertaining to the conclusion of the wrongful death matter on behalf of Mr. Harris.	\$ 350.00	\$ 315.00
7/8/2021	0.3	Review and respond to email from Julie Throop regarding the status of Judge Flanagan's appointment as administrator of the Estate, as well as related topics.	\$ 350.00	\$ 105.00

7/21/2021	0.3	Prepare for call with wrongful death attorney Julie Throop reviewing the status of this matter as well as questions raised by my review of the releases she previously provided.	\$ 350.00	\$ 105.00
7/21/2021	0.7	Conduct call with wrongful death attorney Julie Throop addressing numerous aspects of the negotiated settlement involving the wrongful death claim stemming from the death of Mr. Harris.	\$ 350.00	\$ 245.00
7/21/2021	0.3	Call with attorney Audrey Damonte discussing the draft release prepared by her client American Family Insurance and requested edits to the release.	\$ 350.00	\$ 105.00
7/22/2021	0.8	Review and assess Thomas A. Harris's Response to Petition for Appointment of Successor Executor, etc.	\$ 350.00	\$ 280.00
7/22/2021	0.7	Call from attorney Steve Silva regarding recent correspondence and filings presented by attorney Jim Hales, as well as discussing efforts facilitating the resignation of Mr. Barton as the administrator of the Estate and associated appointment of Ms. Flanagan as administrator of the Estate.	\$ 350.00	\$ 245.00
7/23/2021	0.3	Review, consider, and respond to email from Judge Flanagan regarding the upcoming hearing in this matter before the Court for her appointment as the Successor Administrator of the Estate.	\$ 350.00	\$ 105.00
7/27/2021	0.6	Review all documents filed with the Court in this estate, including all exhibits to each filing, and all related correspondence from attorney Jim Hales, and prepare for hearing in the Petition to appoint Tara Flanagan as administrator of the Estate.	\$ 350.00	\$ 210.00
7/27/2021	3.2	Travel and appear for hearing on petition to appoint Tara Flanagan as the administrator of this Estate.	\$ 350.00	\$ 1,120.00
7/30/2021	0.9	Prepare and respond to emails from multiple attorneys regarding the status of documentation related to the settlement of the wrongful death matter involving the Decedent for purposes of moving forward with a petition to gain court confirmation of the settlement.	\$ 350.00	\$ 315.00

8/3/2021	3.2	Review emails from Estate wrongful death attorney Julie Throop providing specific information regarding the proposed wrongful death settlement by the Estate, and begin drafting the Petition for Confirm the Settlement to be filed with the Court.	\$ 350.00	\$ 1,120.00
8/3/2021	1.3	Review and edit draft settlement agreement between the Estate and Thomas J. Harris regarding the division of the wrongful death settlement proceeds.	\$ 350.00	\$ 455.00
8/4/2021	0.5	Review draft release from CSAA to the Estate regarding the CSAA portion of the wrongful death settlement; and confer with attorney Julie Throop regarding a requested edit to the release.	\$ 350.00	\$ 175.00
8/6/2021	0.6	Continued editing and revisions to the draft settlement agreement between the Estate and Thomas A. Harris regarding the wrongful death settlement proceeds.	\$ 350.00	\$ 210.00
8/6/2021	0.3	Create settlement spreadsheet for purposes of the petition to confirm settlement related to the Estate's wrongful death matter.	\$ 350.00	\$ 105.00
8/9/2021	0.3	Call from Jim Hales discussing efforts to confirm the wrongful death settlement in this estate.	\$ 350.00	\$ 105.00
8/9/2021	0.7	Review and complete initial editing to draft agreement between the Estate and Thomas H. Harris regarding the wrongful death settlement as previously provided by Mr. Hales; send Mr. Hales my edits with my comments via email.	\$ 350.00	\$ 245.00
8/9/2021	0.7	Review email from Jim Hales continuing this morning's telephone discussion, presenting Mr. Hales' statements and opinions regarding the confirmation of the wrongful death settlement, and researching and considering the contents of Mr. Hales' email.	\$ 350.00	\$ 245.00
8/9/2021	0.3	Review email and attachment from Jim Hales presenting his comments to my previous email presenting edits to the draft agreement between the Estate and Mr. Hales' client regarding the allocating of the wrongful death settlement proceeds.	\$ 350.00	\$ 105.00

8/9/2021	0.3	Status call with Tara Flanagan updating her on today's telephonic and email communications with attorney Jim Hales, and the status of efforts to gain Court confirmation of the settlement.	\$ 350.00	\$ 105.00
8/10/2021	0.3	Prepare email to Tara Flanagan presenting draft documents and draft releases relate to the forthcoming petition to confirm the wrongful death settlement for the estate.	\$ 350.00	\$ 105.00
8/10/2021	1.6	Prepare detailed response to August 9, 2021 email from Jim Hales, and present draft response to Ms. Flanagan for her review.	\$ 350.00	\$ 560.00
8/18/2021	1.2	Initial review of documents and files provided by the attorneys for Scott Barton regarding the admisntration of this Estate under the previous admisntration.	\$ 350.00	\$ 420.00
8/20/2021	0.2	Prepare for in person meeting with Ms. Flanagan regarding the status of the Estate's admisntration.	\$ 350.00	\$ 70.00
8/20/2021	0.2	Review and respond to brief status email from Jim Hales.	\$ 350.00	\$ 70.00
8/20/2021	0.5	Meeting with Ms. Flanagan discussing the status of the Estate admisntration based on the initial review of files received from the prior Administrator and communications from Jim Hales, and outlining upcoming efforts.	\$ 350.00	\$ 175.00
8/24/2021	1.2	Review email from American Family Insurance attorney Audrey Damonte attached a draft release between the Estate and American Family Insurance; review draft release and propose limited edits thereto; send email to Ms. Damonte asking her to address absent information in the draft release and make limited requested edits.	\$ 350.00	\$ 420.00
8/24/2021	0.2	Prepare emails to Estate litigation attorney Julie Throop requesting her review and approval of the draft petition to confirm settlement, as well as requesting her review of the draft release provided by counsel for American Family Insurance.	\$ 350.00	\$ 70.00
8/24/2021	0.2	Prepare and send status emails to Tara Flanagan regarding ongoing efforts to file the petition to confirm sale of real property.	\$ 350.00	\$ 70.00

8/24/2021	0.3	Conduct limited edit to draft release from CSAA, and present to Julie Throop's office for approval in anticipation of filing the petition to confirm the settlement regarding the death of the Decedent.	\$ 350.00	\$ 105.00
8/25/2021	0.4	Review the final redline version of the allocation and settlement agreement between Thomas A. Harris and the Estate, as edited by Counsel, and incorporate all edits to finalize draft agreement.	\$ 350.00	\$ 140.00
8/25/2021	0.3	Call with Jim Hales regarding his review of the draft petition to confirm the settlement, as well as the procedure moving forward on filing of the petition, including discussion of Mr. Hales intent to file an ex parte motion to request the court remove the notice requirement for the petition.	\$ 350.00	\$ 105.00
8/26/2021	0.2	Receive the requested fee agreement between the Estate's previous administrator and the Estate's wrongful death litigation counsel, and review the same.	\$ 350.00	\$ 70.00
8/31/2021	0.6	Initial review of the Emergency Motion to Dispense of Hearing and Response to Petition to Confirm Settlement filed by Counsel for Thomas A. Harris.	\$ 350.00	\$ 210.00
9/1/2021	0.7	Call with wrongful death attorney for the Estate, Julie Throop, regarding the Emergency Motion recently filed by counsel for Thomas A. Hales; and send related email to Ms. Throop.	\$ 350.00	\$ 245.00
9/1/2021	0.4	Prepare email to Tara Flanagan presenting her with the recently filed Emergency Motion regarding the wrongful death settlement with my comments, and informing her of the upcoming hearing this Friday requested by the Court; separate correspondence with the Court scheduling a zoom hearing at the request of the Court.	\$ 350.00	\$ 140.00
9/1/2021	0.4	Call with Tara Flanagan discussing the recently filed Emergency Motion by Counsel for Thomas A. Hales, as well as the associated upcoming hearing before the Court on the Emergency Motion.	\$ 350.00	\$ 140.00

9/1/2021	0.5	Case law research into NRS 155.010 and good cause for a court to waive notice requirements.	\$ 350.00	\$ 175.00
9/3/2021	1	Prepare for zoom hearing before the Court on the Emergency Motion filed by Thomas A. Harris.	\$ 350.00	\$ 350.00
9/3/2021	0.5	Appear for and participate in zoom hearing before the Court regarding the Emergency Motion filed by Thomas A. Harris resulting in a continued hearing on September 9, 2021.	\$ 350.00	\$ 175.00
9/3/2021	0.7	Prepare and send detailed email to Tara Flanagan presenting her with the results of today's zoom hearing before the Court on Thomas A. Harris's Emergency Motion; have separate call with attorney Julie Throop updating on the results of the zoom hearing.	\$ 350.00	\$ 245.00
9/7/2021	0.9	Prepare proposed order granting petition to approve settlement for presentation to the Court.	\$ 350.00	\$ 315.00
9/7/2021	2.8	Travel for and appear at the continued hearing scheduled by the Court regarding the Emergency Motion filed by Thomas A. Harris regarding the Petition to Approve Settlement, at which the settlement was approved by the Court.	\$ 350.00	\$ 980.00
9/7/2021	0.4	Amend proposed order granting Petition to Approve Settlement pursuant to the outcome of the hearing of this date before the Court; forward proposed order to attorneys Preston Mathews and Julie Throop for their approval.	\$ 350.00	\$ 140.00
9/22/2021	0.3	Review emails from the office of attorney Julie Throop, as well as emails between Ms. Throop and attorney Jim Hales regarding the status of completion of the wrongful death settlement in this matter; forward those emails to Ms. Flanagan with my comments.	\$ 350.00	\$ 105.00
10/1/2021	0.3	Hand deliver original settlement agreements and releases regarding the Estate's wrongful death matter to the office of Julie Throop at her office's request, and confirm Ms. Throop's office had all they required from the Estate to process the settlement.	\$ 350.00	\$ 105.00

10/13/2021	0.6	Review emails between attorneys Jim Hales and Julie Throop regarding the status of payment of the wrongful death settlement proceeds; review files of former administrator and draft detailed status email regarding the status of the Estate's administration to Tara Flanagan.	\$ 350.00	\$ 210.00
11/8/2021	0.5	Review and respond to emails with the Estate's CPA, and with Tara Flanagan regarding efforts to obtain an EIN for the Estate.	\$ 350.00	\$ 175.00
12/17/2021	0.3	Call to the office of Julie Throop to gain a status update on receipt by the Estate of the wrongful death settlement proceeds.	\$ 350.00	\$ 105.00
12/17/2021	0.5	Review and assess the settlement disbursement worksheets provided by Julie Throop's office regarding the wrongful death settlement proceeds to be paid to the estate; forward the same to Tara Flanagan with my comments.	\$ 350.00	\$ 175.00
12/20/2021	0.3	Call with Denise at Julie Throop's office discussing my review of the proposed receipts for the for distribution of the wrongful death settlement proceeds to the Estate; and requesting those receipts in an editable form for my editing.	\$ 350.00	\$ 105.00
12/21/2021	0.4	Prepare email to Tara Flanagan presenting her the initial settlement summaries provided by Julie Throop's office, as well as my comments about the summaries and editing I will do to the summaries so they are specific to this estate administration.	\$ 350.00	\$ 140.00
1/3/2022	0.9	Edit and revise settlement releases provided by the Estate's wrongful death attorney's to make them compatible to the administration of the Estate.	\$ 350.00	\$ 315.00
1/3/2022	0.2	Prepare and present email to the Estate's wrongful death attorney presenting my edits and revisions to the proposed settlement summaries initial provided by the Estate's wrongful death counsel.	\$ 350.00	\$ 70.00
1/11/2022	2.8	Initial drafting of the Petition for Approval of First and Final Accounting, Request for Final Distribution, and Request for Payment of Professional's Fees and Costs.	\$ 350.00	\$ 980.00

1/18/2022	0.2	Review letter from the IRS providing the tax EIN for the Estate, and email with Tara Flanagan regarding the same.	\$ 350.00	\$ 70.00
1/28/2022	0.2	Send status email to Tara Flanagan discussing the efforts remaining to conclude the Estate's administration.	\$ 350.00	\$ 70.00
1/31/2022	0.2	Prepare email to Julie Throop presenting executed settlement summaries regarding the wrongful death litigation,	\$ 350.00	\$ 70.00
2/1/2022	0.4	Prepare status email to the Estate's CPA, Joe Leo, in preparation of efforts to conclude the Estate's administration.	\$ 350.00	\$ 140.00
2/15/2022	0.3	Review email from Tara Flanagan regarding the opening of the Estate's account, and provide detailed response addressing efforts to complete the Estate's administration.	\$ 350.00	\$ 105.00
2/17/2022	0.3	Call with Julie Throop's office to coordinate payment of the settlement proceeds to the Estate pursuant to the opening of the Estate account.	\$ 350.00	\$ 105.00
2/18/2022	0.4	Review correspondence from Julie Throop's office presenting the Estate's wrongful death settlement proceeds; prepare separate email providing tax information for the Estate to the Estate's CPA, review response of the Estate's CPA.	\$ 350.00	\$ 140.00
2/25/2022	0.3	Prepare letter and associated email to Ms. Flanagan regarding presentation of the Estate's wrongful death settlement proceeds.	\$ 350.00	\$ 105.00
3/28/2022	0.3	Review initial draft of estate accounting prepared by paralegal, and meet with paralegal regarding the draft accounting.	\$ 350.00	\$ 105.00
3/31/2022	0.3	Review and assess updated draft accounting for the Estate, as well as the draft inventory and record of value prepared by paralegal.	\$ 350.00	\$ 105.00
3/31/2022	0.4	Prepare detailed email to Tara Flanagan presenting the draft Petition for Approval of First and Final Accounting, for Distribution, and for Payment of Professional's Fees, and also presenting the draft inventory and Record of Value with my comments regarding the drafts of both documents.	\$ 350.00	\$ 140.00

4/5/2022	3	Time billed in advance to travel to and from, as well as appear at and conduct hearing on the Petition to Approve First and Final Accounting and for Distribution.	\$ 350.00	\$ 1,050.00
4/5/2022	1.3	Time billed in advance for completion of the administration of this Estate, including preparing and filing proper receipts and vouchers with the Court upon distribution of the Estate and payment of attorney's fees, as well as obtaining the discharge of the administrator.	\$ 350.00	\$ 455.00
4/7/2022	0.4	Review email from Tara Flanagan after her review of the draft petition to approve first and final accounting and for final distribution of the Estate; have related phone call with Tara discussing the same and confirming her approval of the draft petition.	\$ 350.00	\$ 140.00
	51.2			\$ 17,912.50
CAROLINE CARTER, Paralegal				
5/20/2021	0.6	Receipt and review of Estate and Trust documents; prepare binders	\$ 150.00	\$ 78.00
5/22/2021	2.1	Draft Petition for Successor Executor; Draft Order;	\$ 150.00	\$ 367.50
7/31/2021	0.3	Draft Supplemental Letters of Administration	\$ 150.00	\$ 45.00
8/23/2021	0.7	Create Certificate of Service with all beneficiaries	\$ 150.00	\$ 105.00
8/30/2021	2.6	Finalize Petition to Confirm Hearing; set hearing; draft Notice of Hearing; prepare mailing	\$ 150.00	\$ 390.00
9/14/2021	1.5	Obtain Order Confirming Settlement; prepare Notice of Entry of Order; prepare and mail to all interested parties	\$ 150.00	\$ 225.00
12/21/2021	0.2	Attempt to reach IRS regarding issuance for EIN for the Estate. On hold for 10 minutes before being disconnected.	\$ 150.00	\$ 30.00
1/5/2022	0.3	Attempt to reach IRS regarding issuance of EIN for the Estate. On hold for 20 minutes before being disconnected.	\$ 150.00	\$ 45.00
1/5/2022	0.1	Attempt to reach IRS regarding issuance of EIN for the Estate.	\$ 150.00	\$ -
2/25/2022	0.8	Finalize letter transmitting death settle proceeds; prepare express mailing	\$ 150.00	\$ 120.00

3/22/2022	1.6	Review and edit Petition to Confirm First and Final Accounting, Request for Final Distribution and Request for Payment of Professional's Fees and Costs; begin drafting Final Accounting; email exchange with Administrator	\$ 150.00	\$ 240.00
3/27/2022	0.6	Edit Accounting of Estate of Thomas J. Harris	\$ 150.00	\$ 90.00
3/30/2022	2.3	Revise accounting, edit Petition to Confirm First & Final Report; prepare accountings of attorney's fees and costs; draft Inventory.	\$ 150.00	\$ 345.00
4/1/2022	1.5	Draft Notice of Entry of Order Confirming First & Final Report; submit to Court; prepare mailing	\$ 150.00	\$ 225.00
4/12/2022	2.8	Finalize accounting; finalize, file and serve First and Final Report/Accounting	\$ 150.00	\$ 420.00
				\$ 2,725.50

THE ESTATE OF THOMAS J. HARRIS

Wallace & Millsap
Costs & Disbursements

	Date	Hours	Description	Rate (\$)	Billable (\$)
SUMMARY					
	Court Fees	\$ 10.00			
	Photocopies	\$ 701.20			
	Postage	\$ 283.58			
		\$ 994.78			
Court Fee	9/1/2021	1	Court Fee for copy of CD of July 27, 2021 hearing.	\$ 10.00	\$ 10.00
Photocopies	6/25/2021	22	Petition for Appointment of Successor Executor; Notice of Appearance	\$ 0.20	\$ 4.40
Photocopies	6/28/2021	9	Notice of Hearing	\$ 0.20	\$ 1.80
Photocopies	7/21/2021	24	Notice and Request of Tara M. Flanagan to Appear Remotely via Zoom at the July 27, 2021 Hearing	\$ 0.20	\$ 4.80
Photocopies	7/23/2021	22	Thomas A. Harris's Response to Petition for Appointment of Successor Executor	\$ 0.20	\$ 4.40
Photocopies	7/27/2021	4	Order Appointing Successor Executor and Issuing Successor Letters Testamentary	\$ 0.20	\$ 0.80
Photocopies	8/17/2021	6	Letters Testamentary	\$ 0.20	\$ 1.20
Photocopies	8/30/2021	585	Copies of Petition to Confirm to Confirm Settlement and Notice of Hearing	\$ 0.20	\$ 117.00
Photocopies	8/30/2021	510	Additional copies of Petition to Confirm Settlement and Notice of Hearing	\$ 0.20	\$ 102.00
Photocopies	8/31/2021	15	Copy of Emergency Motion to Dispense of Notice of Hearing for a Telephonic Hearing at the Court's Very Earliest Convenience and Response to the Petition	\$ 0.20	\$ 3.00
Photocopies	9/1/2021	135	Verification of Petition to Confirm Settlement	\$ 0.20	\$ 27.00
Photocopies	9/5/2021	21	Copies of Instructions for Personal Representative sent for filing with Court	\$ 0.20	\$ 4.20
Photocopies	9/14/2021	374	Copies of Notice of Entry of Order	\$ 0.20	\$ 74.80
Photocopies	9/14/2021	4	Letter of 9/14/21 to client	\$ 0.20	\$ 0.80
Photocopies	9/14/2021	1	Thumb-drive with Estate documents	\$ 5.00	\$ 5.00
Photocopies	9/14/2021	297	Notice of Entry of Order Re Order Granting Petition to Approve Settlement	\$ 0.20	\$ 59.40

Photocopies	10/1/2021	28	Letter to Attorney Throop transmitting Settlement Agreement & Releases of all Claims	\$	0.20	\$	5.60
Photocopies	10/14/2021	22	Letter to Administrator	\$	0.20	\$	4.40
Photocopies	2/25/2022	3	Miscellaneous Copies	\$	0.20	\$	0.60
Photocopies	3/27/2022	16	Miscellaneous copies	\$	0.20	\$	3.20
Photocopies	3/31/2022	42	Miscellaneous copies related to First & Final Report; accounting & Inventory	\$	0.20	\$	8.40
Photocopies	3/31/2022	90	Advance copy charge for Notice of Entry of Order Confirming First and Final Report	\$	0.20	\$	18.00
Photocopies	4/1/2022	1140	Copies of Petition to Confirm First & Final Report; and Inventory (30 copies x 38 pgs)	\$	0.20	\$	228.00
Photocopies	4/12/2022	112	Advance copies of Inventory to be mailed to beneficiaries and Court	\$	0.20	\$	22.40
							\$ 701.20
Postage	6/28/2021	4	Mailing of Notice of Hearing to counsel; court and return postage	\$	0.51	\$	2.04
Postage	8/31/2021	30	Mailing of Petition to Confirm Settlement and Notice of Hearing	\$	2.96	\$	88.80
Postage	9/1/2021	1	Postage for return of CD from Court	\$	4.20	\$	4.20
Postage	9/1/2021	27	Mailing of Verification of Petition to Confirm Settlement	\$	0.51	\$	13.77
Postage	9/5/2021	2	Mailing of Instructions for Personal Representative to Court for filing; and return postage	\$	0.51	\$	1.02
Postage	9/14/2021	30	Mailing of Notice of Entry of Order	\$	0.98	\$	29.40
Postage	9/14/2021	2	Mailing of Notice of Entry of Order to Court for filing and return of conforming copy	\$	1.40	\$	2.80
Postage	2/25/2022	1	Express mail transmitting death settlement proceeds	\$	26.95	\$	26.95
Postage	4/1/2022	30	Advance postage for mailing of Petition to Confirm First & Final Report and Inventory to beneficiaries and to the Court (including return envelope from the Court)	\$	2.76	\$	82.80
Postage	4/1/2022	30	Advance postage for mailing Notice of Entry of Order Confirming Petition for First & Final Report	\$	0.53	\$	15.90
Postage	4/12/2022	30	Advance Postage for mailing of Inventory to Beneficiaries and interested parties.	\$	0.53	\$	15.90
							\$ 283.58