

JAN 10 2019

Jorge Navarrete Clerk

IN THE SUPREME COURT OF THE STATE OF CALIFORNIA

Deputy

JOAN MAURI BAREFOOT,
Petitioner and Appellant,

v.

JANA SUSAN JENNINGS et al.,
Defendants and Respondents.

Supreme Court
No. S251574

Court of Appeal
No. F076395

Superior Court
No. PR11414

**APPEAL FROM THE SUPERIOR COURT OF
TUOLUMNE COUNTY**

Honorable Kate Powell Segerstrom, Judge

MOTION FOR JUDICIAL NOTICE

Filed Concurrently with APPELLANT'S OPENING
BRIEF ON THE MERITS

**After the Published Decision of the Court of Appeal,
Fifth Appellate District**

LAW OFFICES OF NATHAN D. PASTOR
NATHAN D. PASTOR (SBN 299235)
2033 N. Main St., Ste 750
Walnut Creek, CA 94596
nathan@nathanpastor.com
Phone: (925) 322-1012
Fax: (925) 322-6320

Attorney for Appellant
Joan Mauri Barefoot

MOTION FOR JUDICIAL NOTICE

TO THE HONORABLE CHIEF JUSTICE AND THE ASSOCIATE JUSTICES OF THE SUPREME COURT OF THE STATE OF CALIFORNIA:

Pursuant to California Rules of Court 8.520(g), 8.252, subd. (a)(2), (B), and (D) and Evidence Code section 452, subd. (c), (d), (g) and (h) and section 459, Appellant, Joan Mauri Barefoot, through counsel, moves this Court to take judicial notice of the documents attached to the Declaration of Nathan D. Pastor pursuant to California Rule 8.252, subd. (a)(3). The documents are identified below:

A true and correct copy of the Notification of Trustee dated October 20, 2016.

A true and correct copy of Dana Anthony Berry, Sr.'s filed trust contest dated February 21, 2017.

A true and correct copy of Shana Lee Wren's filed Status Review Hearing Statement dated June 8, 2018.

A true and correct copy of the Honorable Kate Powell Segerstrom's minute order dated June 15, 2018.

A true and correct copy of Shana Lee Wren's filed Status Review Hearing Statement dated September 13, 2018.

A true and correct copy of the Honorable Kate Powell Segerstrom's minute order dated September 28, 2018.

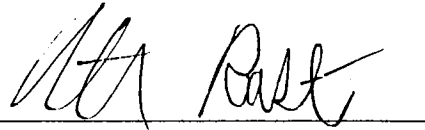
A true and correct copy of the filed Stipulation to Continue/Vacate Mandatory Settlement Conference and Trial and Schedule Status Review Hearing dated December 17, 2018.

Appellant's Motion for Judicial Notice is based on this notice, the attached Memorandum of Points and Authorities, the declaration of Appellant's counsel, and the accompanying exhibits.

Respectfully submitted.

Dated: January 9, 2019

LAW OFFICES OF NATHAN D. PASTOR

A handwritten signature in black ink, appearing to read "Nathan D. Pastor", written over a horizontal line.

Nathan D. Pastor
Attorney for Appellant,
Joan Mauri Barefoot

MEMORANDUM OF POINTS AND AUTHORITIES

The documents Appellant wishes the Court to take judicial notice of are important to understanding Appellant's position on appeal. All of the documents other than the "notification by trustee" are documents that were publicly filed under the exact same case number as the instant appeal in the Tuolumne County Superior Court. Inexplicably, Dana Anthony Berry Sr.'s filed trust contest was not included in the documents provided by the Tuolumne County Superior Court to the Fifth Appellate District in the record on appeal. The other filed documents and minute orders were put into the trial court's publicly filed record after the record on appeal was sent from the Tuolumne County Superior Court to the Fifth District Court of Appeal.

It is important for the California Supreme Court to have a full and complete record of all the documents, minute orders and pleadings that have been filed at the trial court level in the instant appeal. The only document Appellant is requesting that the Court take judicial notice of that is not publicly filed is the "notification of trustee" that was provided to Appellant by the trustee on October 20, 2016 because Appellant is an intestate heir and therefore the trustee was required to provide Appellant the notification pursuant to California Probate Code 16061.7. It is important for the Court to have the notification of trustee in the record so that the

Court understands how Appellant became aware of the fact that she was disinherited.

Therefore, Appellant moves this Court to take judicial notice of the documents identified in the Request for Judicial Notice which support Appellant's requests for relief. Judicial notice is the appropriate procedure to bring these documents to the Court's attention. (Cal.Evid.Code 459, subd. (a); Rules of Court, Rule 8.252, subd. (a)(2).)

All of these documents are necessary for Appellant's opening brief on the merits.

None of these documents were submitted by the Tuolumne County Superior Court to the Fifth District Court of Appeal or to the California Supreme Court.

California Evidence Code section 452, subd. (c) provides that judicial notice may be taken of "...Official acts of the legislative, executive, and judicial departments of the United States and of any state of the United States." It also provides that judicial notice may be taken of any document published, recorded, or filed by any executive department. (see also *Serrano v. Priest* (1971) 5 Cal.3d 584, *Wolfe v. State Farm Fire & Casualty Ins. Co* (1996) 46 Cal.App.4th 554, 567 FN.16; *Hogen v. Valley Hosp.* (1980) 147 Cal.App.3d 119, 125.) "Official acts" include reports, records, files, and notices maintained by local governments, including

counties. (*Cruz v. County of Los Angeles* (1985) 173 Cal.App.3d 1131, 1134.)

California Evidence Code section 452, subd. (d) provides that judicial notice may be taken of “records of (1) any court of this state or (2) any court of record of the United States or of any state of the United States.”

California Evidence Code section 452, subd. (g) provides that judicial notice may be taken of “facts and propositions that are of such common knowledge within the territorial jurisdiction of the court that they cannot reasonably be the subject of dispute.”

California Evidence Code section 452, subd. (h) provides that judicial notice may be taken of “facts and propositions that are not reasonably subject to dispute and are capable of immediate and accurate determination by resort to sources of reasonably indisputable accuracy.”

Based on the foregoing reasons and authorities, Appellant respectfully request that the Court grant her Motion for Judicial Notice.

Dated: January 9, 2019

LAW OFFICES OF NATHAN D. PASTOR

A handwritten signature in black ink, appearing to read "Nathan D. Pastor", written over a horizontal line.

Nathan D. Pastor
Attorney for Appellant,
Joan Mauri Barefoot

DECLARATION OF NATHAN D. PASTOR

I, Nathan D. Pastor, declare under penalty of perjury under the laws of the State of California that the following is true and correct:

1. I am an attorney in good standing and licensed to practice before the courts of the State of California.
2. I am counsel for Appellant Joan Mauri Barefoot in the instant appeal.
3. Exhibit A is a true and correct copy of the Notification of Trustee dated October 20, 2016.
4. Exhibit B is a true and correct copy of Dana Anthony Berry, Sr.'s filed trust contest dated February 21, 2017.
5. Exhibit C is a true and correct copy of Shana Lee Wren's filed Status Review Hearing Statement dated June 8, 2018.
6. Exhibit D is a true and correct copy of the Honorable Kate Powell Segerstrom's minute order dated June 15, 2018.
7. Exhibit E is a true and correct copy of Shana Lee Wren's filed Status Review Hearing Statement dated September 13, 2018.
8. Exhibit F true and correct copy of the Honorable Kate Powell Segerstrom's minute order dated September 28, 2018.

9. Exhibit G is a true and correct copy of the filed Stipulation to Continue/Vacate Mandatory Settlement Conference and Trial and Schedule Status Review Hearing dated December 17, 2018.

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

Executed this 9th date of January 2019 at Walnut Creek, California.

A handwritten signature in black ink, appearing to read "Nathan D. Pastor", written over a horizontal line.

Nathan D. Pastor

IN THE SUPREME COURT OF THE STATE OF CALIFORNIA

JOAN MAURI BAREFOOT,
Petitioner and Appellant,

v.

JANA SUSAN JENNINGS et al.,
Defendants and Respondents.

Supreme Court
No. S251574

Court of Appeal
No. F076395

Superior Court
No. PR11414

[PROPOSED] ORDER

Appellant's request for judicial notice filed _____, is
granted.

Dated: _____

Chief/Associate Justice

PROOF OF SERVICE

I am employed in the County of Contra Costa, State of California. I am over the age of eighteen years and not a party to the within action. My business address is 2033 N. Main St., Ste 750, Walnut Creek, CA 94596.

On January 9, 2019, I served true copies of the foregoing document(s) described as:

MOTION FOR JUDICIAL NOTICE

on the following:

Court of Appeal of California
Fifth Appellate District
2424 Ventura St.
Fresno, CA 93721

Superior Court of California, County of Tuolumne
Honorable Kate Powell Segerstrom
60 N Washington Street
Sonora, CA 95370

Eric Nielson
Gianelli & Associates
1014 16th Street
Modesto, CA 95354

Dana Anthony Berry, Sr.
237 Town Center West #107
Santa Maria, CA 93458

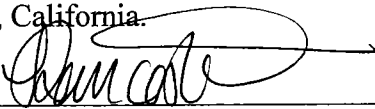
Dana Anthony Berry, Sr.
237 Town Center West #107
Santa Maria, CA 93458

BY US MAIL

I caused the above referenced document(s) to be delivered via US MAIL for delivery to the above addresses.

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

Executed on January 9, 2019, at Walnut Creek, California.



Sarah Dancaster

EXHIBIT A

**NOTIFICATION BY TRUSTEE
(PURSUANT TO PROBATE CODE SECTION §16061.7)**

ROBERT B. MAYNORD and JOAN L. MAYNORD executed THE MAYNORD 1986 FAMILY TRUST ("Trust") in their capacity as Trustors on March 11, 1986. THE MAYNORD 1986 FAMILY TRUST was amended on October 27, 1992. ROBERT B. MAYNORD died on September 12, 1993, leaving JOAN L. MAYNORD as the sole Trustor and Trustee. THE MAYNORD 1986 FAMILY TRUST was amended and restated on October 29, 1993, amended on October 24, 1997, October 19, 1999, August 1, 2000, January 27, 2004, September 30, 2005, October 11, 2005, fully amended and restated on April 18, 2007, July 7, 2010, further amended on March 21, 2011, fully amended and restated on June 1, 2011, amended on February 7, 2012, July 26, 2012, fully amended and restated on March 13, 2013, June 10, 2013, September 13, 2013, amended on February 26, 2014 and fully amended and restated on April 21, 2014, August 27, 2014, January 8, 2015, amended on March 3, 2016 and fully amended and restated on March 17, 2016. Due to the death of JOAN L. MAYNORD on August 20, 2016, Probate Code Section §16061.7 requires SHANA L. WREN as successor Trustee to provide the following notification:

1. The name, mailing address and telephone number of the Trustee is set forth below:

SHANA L. WREN, Trustee
16185 Tuolumne Road,
Sonora, CA 95370,
(209) 352-5153.

2. The address of the principal place of trust administration pursuant to Probate Code Section §17002 is:


16185 Tuolumne Road,
Sonora, CA 95370

3. As of the date of death of JOAN L. MAYNORD, there were no modifications or amendments to said Trust Agreement and the terms and provisions thereof were in full force and effect.

4. The terms of the Trust are set forth in the attached copy of the Twenty-Fourth Amendment and Restatement of the Trust.

5. YOU MAY NOT BRING AN ACTION TO CONTEST THE TRUST MORE THAN 120 DAYS FROM THE DATE OF THIS NOTIFICATION BY THE TRUSTEE IS SERVED UPON YOU OR 60 DAYS FROM THE DATE OF WHICH A COPY OF THE TERMS OF THE TRUST IS MAILED OR PERSONALLY DELIVERED TO YOU IN RESPONSE TO YOUR REQUEST DURING THE 120-DAY PERIOD, WHICHEVER IS LATER.

Dated: 10/27/2016


SHANA L. WREN,
Trustee

PROOF OF SERVICE BY MAIL

1. I am over the age of 18 and not a party to this cause. I am a resident of or employed in the county where the mailing occurred.

2. My residence or business address is 27 S. Shepherd Street, Sonora, CA 95370.

3. I served the foregoing **NOTIFICATION BY TRUSTEE (PURSUANT TO PROBATE CODE SECTION §16061.7)** on each person named below by enclosing a copy in an envelope addressed as shown below AND placing the envelope for collection and mailing on the date and at the place shown in item 4 following our ordinary business practices. I am readily familiar with this business' practice for collection and processing correspondence for mailing. On the same day that correspondence is placed for collection and mailing, it is deposited in the ordinary course of business with the United States Postal Service in a sealed envelope with postage fully prepaid.

4a. Date of deposit: October 24, 2016

4b. Place of deposit: Sonora, California

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

Dated: October 24, 2016


MISTY MARQUETTE WILSON

NAME AND ADDRESS OF EACH PERSON TO WHOM NOTICE WAS MAILED

JANA SUSAN JENNINGS
2008 Dorothy Lane
Fullerton, CA 92831

JOAN MAURI BAREFOOT
4466 Yupon Ridge
Houston, TX 77872

DANA ANTHONY BERRY, SR.
237 Town Center West #107
Santa Maria, CA 93458

KEVIN BERRY
972 Croyden Way
Manteca, CA 95336

TOMMY JOE GLOVER
9274 Old Hickory Grove Road
Franklin, TX 77856

JUSTINE BERRY
2737 NW 10th Ter
Cape Coral, FL 33993

Interfaith
18500 Striker Court
Sonora, CA 95370

JAMIE BERRY
c/o Theresa Lemay
771 Oakmont Court
Corona, CA 92882

EXHIBIT B

RJZ
FAY

FILED

FEB 21 2017

1 Dana Anthony Berry, Sr.
237 Town Center West, # 107
2 Santa Maria, CA 93458

3 In Pro Per
4 Dana Anthony Berry, Sr.

Superior Court of California
County of Toulumne

by: [Signature] Clerk

SUPERIOR COURT OF CALIFORNIA
COUNTY OF TOULUMNE

In re Trust Estate of:

MAYNORD 1986 FAMILY TRUST, as amended and restated.

Case No. PR11414

PETITION TO INVALIDATE TRUST DUE TO INCAPACITY AND UNDUE INFLUENCE

Date: 9-7-17
Time: 8:30am
Dept: Probate

Petitioner Dana Anthony Berry, Sr. aka Tony Berry, Sr. ("Petitioner" or "Tony"), respectfully alleges as follows:

Background

1. In or around August 1978, Decedent and her husband Robert B. Maynard founded Maynard's Ranch now called Maynard's Chemical Dependency Recovery Centers Inc. in Sonora, California.

2. On March 11, 1986, Decedent, as settlor and trustee along with her husband Robert B. Maynard, established the Maynard 1986 Family Trust ("Trust"). Decedent and her husband subsequently executed an amendment to the Trust dated October 27, 1992. Robert B. Maynard died on September 12, 1993, leaving Decedent sole trustee.

3. Decedent subsequently executed twenty-three amendments and/or restatements and amendments to the Trust, fifteen of which were executed the last

PETITION TO INVALIDATE TRUST DUE TO INCAPACITY AND UNDUE INFLUENCE

RECEIVED
FEB 21 2017
BY

1 six years of Decedent's life, dated as follows:

- 2 1) October 29, 1993 (the "1993 Amendment and Restatement")
- 3 2) October 24, 1997 (the "1997 Amendment")
- 4 3) October 19, 1999 (the "1999 Amendment")
- 5 4) August 1, 2000 (the "2000 Amendment")
- 6 5) January 27, 2004 (the "2004 Amendment")
- 7 6) September 30, 2005 (the "September 2005 Amendment")
- 8 7) October 11, 2005 (the "October 2005 Amendment")
- 9 8) April 18, 2007 (the "2007 Amendment and Restatement")
- 10 9) July 7, 2010 (the "2010 Amendment and Restatement")
- 11 10) October 26, 2010 (the "October 2010 Amendment")
- 12 11) March 21, 2011 (the "March 2011 Amendment")
- 13 12) June 1, 2011 (the "June 2011 Amendment and Restatement")
- 14 13) February 7, 2012 (the "February 2012 Amendment")
- 15 14) July 26, 2012 (the "July 2012 Amendment")
- 16 15) March 13, 2013 (the "March 2013 Amendment and Restatement," a
- 17 copy of which is attached as Exhibit A).
- 18 16) June 10, 2013 (the "June 2013 Amendment and Restatement")
- 19 17) September 13, 2013 (the "September 2013 Amendment and
- 20 Restatement")
- 21 18) February 26, 2014 (the "February 2014 Amendment")
- 22 19) April 21, 2014 (the "April 2014 Amendment and Restatement")
- 23 20) August 27, 2014 (the "August 2014 Amendment and Restatement")
- 24 21) January 8, 2015 (the "2015 Amendment and Restatement")
- 25 22) March 3, 2016 (the "March 2016 Amendment")
- 26 23) March 17, 2016 (the "March 2016 Full Amendment and Restatement,"
- 27 a copy of which is attached as Exhibit B).

28 4. Decedent had six children during her lifetime: Shana Lee Wren, Jana

1 Susan Jennings, Joan Mauri Barefoot, Dana Anthony Berry, Sr., Tommy Joe
2 Glover, and James David Berry, Jr. who predeceased Decedent, leaving issue.

3 5. On August 20, 2016, Decedent, a resident of Toulumne County,
4 died at age 84.

5 6. Shana L. Wren, daughter of Decedent, who is a resident of
6 Toulumne County, California, is currently serving as successor Trustee of the
7 Trust.

8 7. Petitioner is a beneficiary of a revocable trust created by Joan L.
9 Maynard ("Decedent" or "Settlor"), as described in this Petition.

10 8. Petitioner is informed and believes that under the terms of a
11 previously executed trust instrument created by Decedent, Decedent left the entire
12 trust estate in equal shares to five of her children, all but Tommy Joe Glover.

13 9. Decedent has had a complicated medical history. Petitioner is
14 informed and believes that beginning in the late 1980's or early 1990's and up
15 through her death, Decedent suffered from approximately five instances of cancer
16 affecting major organs including rectal, colon, breast, and lung. Petitioner is
17 informed and believes that Decedent's last diagnosis of cancer occurred in or
18 around March 2016, approximately six months before Decedent's death.

19 10. Petitioner is informed and believes that in the early 2000's, Decedent
20 was diagnosed with cirrhosis which can result in the liver's inability to remove
21 toxic substances from the blood causing confusion, disorientation, personality
22 changes, and fatigue. Additionally, Petitioner is informed and believes that due to
23 Decedent's cirrhosis, Decedent also had elevated ammonia levels in the blood
24 which can cause confusion and fatigue.

25 11. In or around 2009, Decedent was diagnosed with encephalopathy, a
26 disease that affects the function or structure of one's brain which can result in
27 cognitive deficiencies including poor memory, mental confusion, and inability to
28 understand as well as fatigue and personality changes.

1 12. On January 24, 2009, Decedent emailed her daughter Joan Mauri
2 Barefoot stating that Decedent has had continuing problems with balance and
3 memory due to the toxins and fluid in and around the liver.

4 13. For several years before Decedent's diagnosis with encephalopathy
5 and continuing through her death, Decedent often complained to Petitioner that she
6 had difficulty with thinking, concentrating, and analyzing as well as had occasions
7 of forgetfulness.

8 14. Once such example occurred in or around April 2013 where
9 Decedent forgot how to operate a motorcycle, specifically how to turn the engine
10 on, despite having operated motorcycles for several years.

11 15. Beginning in or around 2009, Jana Susan Jennings began providing
12 care services for Decedent which progressively increased over time. Her duties
13 included cleaning, medication management, cooking, and transporting Decedent to
14 doctor's appointments. She provided caregiving services for Decedent until 2012
15 when she and Decedent had an argument and Jana Susan Jennings stopped
16 providing such services for Decedent.

17 16. On August 28, 2012, Jana Susan Jennings mailed a letter to her
18 brother James David Berry, Jr. in which she acknowledges Decedent's proclivity
19 to amend the terms of the Trust and expressed her desire to not be part of
20 Decedent's Trust.

21 17. Approximately one year later in 2013, Petitioner is informed and
22 believes that Jana Susan Jennings and Decedent reconciled and once again she
23 began providing care services for the Decedent up through the Decedent's death.
24 Petitioner is informed and believes that Jana Susan Jennings' intentions to provide
25 care services for Decedent was to gain a larger share of the estate in the Trust.

26 18. Beginning in or around 2012, Shana Lee Wren began providing care
27 services for Decedent including cleaning, medication management, cooking, and
28 transporting Decedent to doctor's appointments. Before that, Petitioner is

1 informed and believes that Shana Lee Wren had not spoken to Decedent from
2 approximately 2006 to 2012 stemming from an argument between them.

3 19. In or around early 2012, Petitioner is informed and believes that Joan
4 Mauri Barefoot moved from Houston, Texas to housing located on the Maynard's
5 Chemical Dependency Recovery Centers' grounds and began providing care
6 services for the Decedent to allow Jana Susan Jennings more time to focus on the
7 Decedent's business. In or around May or June 2013, Petitioner is informed and
8 believes that Decedent and Mauri Joan Barefoot had an argument and that Shana
9 Lee Wren bullied Mauri Joan Barefoot into leaving the recovery center and stop
10 providing care services for the Decedent.

11 20. Additionally, Petitioner is informed and believes that either Shana
12 Lee Wren or Jana Susan Jennings convinced Decedent that Mauri Joan Barefoot
13 was attempting to bring an action against Decedent regarding real property in
14 Texas when in fact this was completely untrue.

15 21. Petitioner is informed and believes that James David Berry, Jr.
16 served as a counselor for Maynard's Chemical Dependency Recovery Centers
17 beginning in 2008 or 2009. Petitioner is informed and believes that James David
18 Berry, Jr. moved to Florida in or around 2012 but continued providing services for
19 Maynard's Chemical Dependency Recovery Centers. Petitioner is informed and
20 believes that in or around May or June 2014, Shana Lee Wren traveled to Florida
21 with her husband and Tommy Joe Glover to conduct an intervention for James
22 David Berry, Jr. and convinced him to sell his shares in the company to Decedent
23 and not continue working for Maynard's Chemical Dependency Recovery Centers.
24 James David Berry, Jr. died a few months later on August 28, 2012.

25 22. Petitioner periodically received support from Decedent in the form
26 of small cash gifts to larger ones such as a motorcycle in or around February 2005
27 and a vehicle in August 2009. In or around 2004 or 2005, Decedent purchased a
28 Travel Supreme RV and informed Petitioner that she would eventually give it to

1 him. When Petitioner received the vehicle in 2009, Jana Susan Jennings informed
2 Petitioner that she did not want Decedent giving him the RV. The following year
3 in or around August 2010, Decedent called Petitioner to tell him that he would not
4 be receiving the RV. Petitioner is informed and believes that Jana Susan Jennings
5 influenced Decedent's decision to not give the RV to Petitioner.

6 23. By distancing all other family members from Decedent, Petitioner is
7 informed and believes that Jana Susan Jennings and Shana Lee Wren persuaded
8 Decedent to change her estate plan to give them increasingly more gifts and larger
9 shares under the Trust.

10 24. Petitioner is informed and believes that the trust amendments and/or
11 trust restatements described above are void because they were the product of
12 undue influence as defined by Probate Code Section 86 and Welfare and
13 Institutions Code section 15610.70, in that they were the result of excessive
14 persuasion that caused the Decedent to act by overcoming the Decedent's free will,
15 and resulted in an inequity because Jana Susan Jennings and Shana Lee Wren are
16 the largest beneficiaries of the Trust to the detriment of Decedent's other children.

17 FIRST CAUSE OF ACTION

18 (INVALIDITY OF TRUST INSTRUMENT FOR LACK OF CAPACITY)

19 25. Petitioner realleges Paragraphs 1 through 24 above as though set
20 forth herein in full.

21 26. Petitioner is informed and believes and on that basis alleges that at
22 the time Settlor executed the 2009 Amendment, and likely much earlier based on
23 her health, she lacked the requisite testamentary capacity under Probate Code
24 Section 6100.5 to amend her trust or its dispositive provisions, in that she did not
25 have sufficient mental capacity to understand the nature of the testamentary act,
26 understand and recollect the nature and situation of her property, and/or remember
27 and understand her relations to her living relatives and those whose interests would
28 be affected by the terms of the Trust.

1 **27.** Petitioner further asserts that as early as Settlor executed the 2009
2 Amendment and possibly earlier based on her health, she also lacked capacity
3 under the more stringent standard for contractual capacity imposed by Probate
4 Code Section 812 (which Petitioner contends should apply in this case), should
5 that standard be deemed applicable, in that Petitioner lacked the means to
6 communicate her decision to amend the trust and was unable to understand and
7 appreciate the rights, duties, and responsibilities created by or affected by the
8 Amendment, the probable consequences of the Amendment to the Settlor and the
9 persons affected by the Amendment, and the significant risks, benefits, and
10 reasonable alternatives to amending the trust as provided in the Amendment.

11 **28.** Specifically, at the time the Settlor executed the Amendment, she
12 was suffering from encephalopathy which commonly causes confusion and loss of
13 memory because the impairment affects the thought process locations in the brain.

14 **SECOND CAUSE OF ACTION**

15 **(INVALIDITY OF TRUST INSTRUMENT FOR UNDUE INFLUENCE)**

16 **29.** Petitioner realleges Paragraphs 1-28 above as though set forth herein
17 in full.

18 **30.** Petitioner is informed and believes and on that basis alleges that as
19 early as the Settlor's execution of the 2009 Amendment and possibly earlier was
20 not her free and voluntary act, and that Jana Suan Jennings and Shana Lee Wren
21 procured the 2009 Amendment and possibly earlier amendments by undue
22 influence. By then, Decedent's mental and physical condition had so substantially
23 diminished that she was unable to resist undue influence.

24 **31.** At the time Settlor executed the 2009 Amendment and possibly
25 earlier amendments, Decedent was in a position of extreme vulnerability in that,
26 among other things, Decedent was elderly and suffered from impaired physical and
27 mental functions, including difficulty in caring for herself without assistance.

28 **32.** At the time Decedent executed the 2009 Amendment and possibly

1 earlier amendments, Jana Suan Jennings and Shana Lee Wren occupied a position
2 of trust and confidence with respect to Decedent in that, among other things,
3 Decedent was dependent for care on Jana Suan Jennings and Shana Lee Wren as
4 her caregivers. Specifically, Petitioner is informed and believes that Shana Lee
5 Wren and Jana Suan Jennings were managing the Decedent's business, did nearly
6 all of Decedent's shopping, personal housekeeping, and other personal matters, set
7 up and transported Decedent to Decedent's medical and other health care
8 appointments, and generally provided Decedent with continuous assistance and
9 management of Decedent's everyday personal and financial affairs.

10 33. Petitioner is informed and believes that Jana Suan Jennings and
11 Shana Lee Wren actively participated in the creation and/or execution of the 2009
12 Amendment and possibly earlier amendments as well. Among other things, in
13 light of Decedent's diminished physical and mental health and general difficulty in
14 communicating her wishes, Petitioner is informed and believes that Jana Suan
15 Jennings and Shana Lee Wren distanced Decedent's other children from her and
16 must have convinced Decedent that her other children were not deserving of
17 receiving a larger share or interest in the Trust.

18 34. As a result of the conduct of Jana Suan Jennings and Shana Lee
19 Wren as described above, Decedent, among other things, left a bulk of her estate to
20 Jana Suan Jennings and Shana Lee Wren rather than to include other family
21 members on a more equitable basis. In addition, the changes in Decedent's
22 property disposition resulted in significant economic consequences to Petitioner
23 and other members of Decedent's immediate family, who were deprived of the
24 bulk of their interest in Decedent's wealth and property, all in a manner which
25 would not have occurred had Decedent not been subjected to Jana Suan Jennings'
26 and Shana Lee Wren's undue influence.

27 ///

28 ///

1 **THIRD CAUSE OF ACTION**
2 **(CONSTRUCTIVE TRUST)**

3 35. Petitioner realleges Paragraphs 1-34 above as though set forth herein
4 in full.

5 36. Petitioner is informed and believes that at all times from and after
6 Decedent's death, Shana Lee Wren has been in sole and exclusive possession of
7 the assets of the Trust by virtue of her role as successor trustee.

8 37. To the extent Shana Lee Wren may have sold or otherwise
9 disposed of any of the Trust assets, she holds any consideration she received and
10 any assets traceable to such consideration as a constructive trustee for the Trust or
11 Petitioner. To the extent that the successor trustee Shana Lee Wren has made any
12 distributions from the Trust, the recipient holds the distribution and/or any assets
13 traceable to the distribution as a constructive trustee.

14 Notice

15 38. The names and residence addresses of the persons entitled to
16 notice of this Petition, so far as are known to Petitioner, are listed as follows:

17 JANA SUSAN JENNINGS
18 2008 Dorothy Lane
Fullerton, CA 92831

JOAN MAURI BAREFOOT
4466 Yupon Ridge
Houston, TX 77872

19 DANA ANTHONY BERRY, SR.
20 237 Town Center West, #107
Santa Maria, CA 93458

KEVIN BERRY
972 Croyden Way
Manteca, CA 95336

21 TOMMY JOE GLOVER
22 9274 Old Hickory Grove Road
Franklin, TX 77856

JUSTINE BERRY
2737 NW 10th Ter
Cape Coral, FL 3393

23 Interfaith
24 15800 Striker Court
Sonora, CA 95370

JAMIE BERRY
c/o Theresa Lemay
771 Oakmont Court
Corona, CA 92882

25 SHANA L. WREN
26 16185 Tuolumne Road
Sonora, CA 95370

27 39. There are no requests for special notice in this matter.

28 40. The principal place for the administration of the trust is located at

1 16185 Tuolumne Road, Sonora, California 95370. Under Probate Code sections
2 17000-17457, this court has jurisdiction to determine all matters raised by this
3 petition.

4 **WHEREFORE**, Petitioner request judgment as follows:

5 1. Finding that Petitioner has provided proper notice of this Petition to
6 all entitled parties;

7 2. Invalidating the 2009 Amendment and possibly earlier amendments
8 on the grounds that Decedent lacked testamentary capacity when she executed that
9 Amendment and that Jana Suan Jennings and Shana Lee Wren procured that
10 Amendment by undue influence;

11 3. For an order declaring that Shana Lee Wren holds all of the
12 following as a constructive trustee for the Trust and/or Petitioner; (a) the proceeds
13 of any of the Trust's assets sold or otherwise disposed of by Shana Lee Wren and
14 any assets traceable to those proceeds; and (b) any distributions of any Trust assets
15 previously made and any assets traceable to any such distributions;

16 4. For Petitioner's costs of suit herein, including reasonable
17 attorney's fees; and

18 5. For any other relief that the Court considers just and proper.

19
20 Respectfully Submitted,

21 Dated: February 19, 2017

22 
23 Dana Anthony Berry, Sr., Beneficiary of
24 the Maynord 1986 Family Trust

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VERIFICATION

I, Dana Anthony Berry, Sr., am the beneficiary of the Maynord 1986 Family Trust, as amended and restated and Petitioner herein. I have read the foregoing document entitled **PETITION TO INVALIDATE TRUST DUE TO INCAPACITY AND UNDUE INFLUENCE** and know its contents. The matters stated therein are true of my own knowledge save and except those matters stated on information and belief and as to those matters I believe them to be true.

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

Executed this 19 day of February 2017 at Santa Maria, California.


Dana Anthony Berry, Sr.

COPY

**SIXTEENTH AMENDMENT AND RESTATEMENT OF
THE MAYNORD 1986 FAMILY TRUST**

This Sixteenth Amendment and Restatement of THE MAYNORD 1986 FAMILY TRUST, Trust Agreement is made this 13th day of March 2013, by JOAN L. MAYNORD, hereafter called "Trustor" and "Trustee" depending on the context.

WHEREAS the Trustor and her spouse, ROBERT B. MAYNORD, hereto made and entered into "THE MAYNORD 1986 FAMILY TRUST" on the 11th day of March 1986, "said original Trust Agreement";

WHEREAS the Trustor and her spouse, ROBERT B. MAYNORD, made and entered into the "FIRST AMENDMENT TO THE MAYNORD 1986 FAMILY TRUST" on the 27th day of October 1992;

WHEREAS Trustor's spouse, ROBERT B. MAYNORD, passed away on September 12, 1993, leaving Trustor, JOAN L. MAYNORD, as the sole Trustor and Trustee of "THE MAYNORD 1986 FAMILY TRUST";

WHEREAS the Trustor, JOAN L. MAYNORD, made and entered into the "SECOND AMENDMENT TO THE MAYNORD 1986 FAMILY TRUST" on the 29th day of October 1993;

WHEREAS the Trustor, JOAN L. MAYNORD, made and entered into the "THIRD AMENDMENT TO THE MAYNORD 1986 FAMILY TRUST" on the 24th day of October, 1997;

WHEREAS the Trustor, JOAN L. MAYNORD, made and entered into the "FOURTH AMENDMENT TO THE MAYNORD 1986 FAMILY TRUST" on the 19th day of October 1999;

WHEREAS the Trustor, JOAN L. MAYNORD, made and entered into the "FIFTH AMENDMENT TO THE MAYNORD 1986 FAMILY TRUST" on the 1st day of August 2000;



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WHEREAS the Trustor, JOAN L. MAYNORD, made and entered into the "SIXTH AMENDMENT TO THE MAYNORD 1986 FAMILY TRUST" on the 27th day of January 2004;

WHEREAS the Trustor, JOAN L. MAYNORD, made and entered into the "SEVENTH AMENDMENT TO THE MAYNORD 1986 FAMILY TRUST" on the 30th day of September 2005;

WHEREAS the Trustor, JOAN L. MAYNORD, made and entered into the "EIGHTH AMENDMENT TO THE MAYNORD 1986 FAMILY TRUST" on the 11th of October 2005;

WHEREAS the Trustor, JOAN L. MAYNORD, made and entered into the "NINTH AMENDMENT AND RESTATEMENT OF THE MAYNORD 1986 FAMILY TRUST" on the 18th of April 2007;

WHEREAS the Trustor, JOAN L. MAYNORD, made and entered into the "TENTH AMENDMENT AND RESTATEMENT OF THE MAYNORD 1986 FAMILY TRUST" on the 7th day of July 2010;

WHEREAS the Trustor, JOAN L. MAYNORD, made and entered into the "ELEVENTH AMENDMENT TO THE MAYNORD 1986 FAMILY TRUST" on the 28th day of October 2010;

WHEREAS the Trustor, JOAN L. MAYNORD, made and entered into the "TWELFTH AMENDMENT TO THE MAYNORD 1986 FAMILY TRUST" on the 21st day of March 2011;

WHEREAS the Trustor, JOAN L. MAYNORD, made and entered into the "THIRTEENTH AMENDMENT AND RESTATEMENT OF THE MAYNORD 1986 FAMILY TRUST" on the 1st day of June 2011;

WHEREAS the Trustor, JOAN L. MAYNORD, made and entered into the "FOURTEENTH AMENDMENT TO THE MAYNORD 1986 FAMILY TRUST" on the 7th day of February 2012;

WHEREAS the Trustor, JOAN L. MAYNORD, made and entered into the "FIFTEENTH AMENDMENT TO THE MAYNORD 1986 FAMILY TRUST" on the 28th day of July 2012;

WHEREAS the original Trust Agreement and all amendments thereto shall be referred to as "said Trust Agreement"; and

WHEREAS the Trustor desires to delete said Trust Agreement in its entirety and restate it;

NOW, THEREFORE, said Trust Agreement is hereby deleted in its entirety and restated as follows:

ARTICLE I

AMENDMENT AND RESTATEMENT IN FULL OF TRUST

This Amendment and Restatement of Trust of THE MAYNORD 1986 FAMILY TRUST ("Trust Agreement") which Trust is now entered into by JOAN L. MAYNORD, hereinafter referred to as "Trustor" and as "Trustee". The Trustor hereby amends and restates said Trust Agreement in full (the "Trust") pursuant to the terms and conditions of this Sixteenth Amendment and Restatement. The Trustor has six (6) children, namely, JANA SUSAN JENNINGS, DANA ANTHONY BERRY, TOMMY JOE GLOVER, JOAN MAURI BAREFOOT, JAMES DAVID BERRY, JR. and SHANA LEE WREN.

ARTICLE II

DISTRIBUTION OF INCOME AND PRINCIPAL

A. The Trust Estate.

The "Trust Estate" consists of the property, plus any proceeds and undistributed income of the property, listed in Exhibit "A" and any property hereafter transferred to the trust by the Trustor, her Will, her attorney-in-fact or conservator, or as pension benefits or insurance proceeds, or from any other person or source.

B. Payments During Life.

The Trustee shall pay or apply trust income and principal as the Trustor may direct in writing from time to time. Unless inconsistent with such a direction, the Trustee shall pay to or apply for the benefit of the Trustor such amounts of trust income and principal as the Trustee deems appropriate for her comfortable support, health, care, and general welfare and to maintain her accustomed standard of living (including her pattern of modest gifts and remembrances on birthdays and other special or family occasions). If and as the Trustee deems appropriate, the Trustee may take account of other resources reasonably available for these purposes and known to the Trustee. Any undistributed income shall be added to the Trust Estate.

If at any time the Trustor has become physically or mentally incapacitated (as defined herein), then the Successor Trustee shall pay to or apply for the benefit of the Trustor such amounts out of principal and/or income as the Successor Trustee deems necessary for the health, care, support and maintenance of the Trustor. Such payments shall be made until the incapacitated Trustor is again able to manage his or her own affairs.

C. Upon the Death of the Trustor.

On the death of the Trustor, the Trustee shall hold, administer and distribute the remaining trust estate as follows:

1. The Trustor shall have the power to appoint the disposition of any or all items of the Trustor's tangible personal property included in the trust. This power may be exercised in a dated writing signed by the Trustor and delivered to the trustee. The writing need not expressly refer to this trust, and any additional formalities otherwise required by this document for exercising a power of appointment shall not apply. Unless otherwise provided in the exercise of the power, the appointment of any item of property that is not trust property at the Trustor's death and does not pass to the trust as a result of the Trustor's death shall fail, and any gift appointed to a person who fails to survive the Trustor shall lapse. If there is tangible personal property not included in the writing, the Trustee shall distribute the remaining tangible personal property, including any vehicles, to the Trustee to keep, sell or distribute, as the Trustee, in the Trustee's sole, absolute, uncontrolled and unfettered discretion, deems fit.

2. Upon the death of the Trustor, the Trustee shall distribute the balance of the Trust Estate as follows:

a. The Trustee shall distribute to JAMES DAVID BERRY, JR. sufficient shares of MAYNORD'S CHEMICAL DEPENDENCY RECOVERY CENTER, INC. to give JAMES DAVID BERRY, JR. sixty percent (60%) of issued and outstanding shares. The balance of the shares remaining in MAYNORD'S CHEMICAL DEPENDENCY RECOVERY CENTER, INC.; or all of the shares in the event JAMES DAVID BERRY, JR. does not survive Trustor by thirty (30) days, shall be distributed equally between JOAN MAURI BAREFOOT and SHANA LEE WREN, or solely to the survivor thereof.

b. The real property located at 16610 Creekside Drive, Sonoma, California shall be distributed to NANCY FLINN, if she survives the Trustor by thirty (30) days. In the event NANCY FLINN does not survive Trustor by thirty (30) according to the provisions of subparagraph C.2.g. hereinbelow. In the event this property has been sold as of the date of death of Trustor or is in escrow as of the date of death of Trustor, then the Trustee shall distribute to NANCY FLINN the sum of Twenty Thousand Dollars (\$20,000) in lieu of the above gift;

c. The Promissory Note balance due and payable by SHANA LEE WREN, in the original amount of Three Hundred Fifteen Thousand dollars (\$315,000.00) plus interest, shall be forgiven in its entirety;

d. The Commercial Property located at 19325 Cherokee Road, Tuolumne, California and 19320 Cherokee Road, Tuolumne, California,

shall be distributed equally among JAMES DAVID BERRY, JR., JOAN MAURI BAREFOOT, JANA SUSAN JENNINGS and SHANA LEE WREN, if they survive the Trustor by thirty (30) days. In the event that JAMES DAVID BERRY, JR. does not survive Trustor by thirty (30) days, his share shall be distributed to his then living issue, by right of representation, subject, however, to the provisions of subparagraph C.3. hereinbelow. In the event that JANA SUSAN JENNINGS does not survive Trustor by thirty (30) days, her share shall be distributed to her then living issue, by right of representation. In the event JOAN MAURI BAREFOOT does not survive Trustor by thirty (30) days, then her share shall be distributed to SARAH N. BAREFOOT, outright, free of trust. In the event that SHANA LEE WREN does not survive Trustor by thirty (30) days, her share shall be distributed to her then living issue, by right of representation subject, however, to the provisions of subparagraph C.3. hereinbelow.

e. The real property located at 219 South Arbona Circle, Sonora, California shall be distributed to JOAN MAURI BAREFOOT, if she survives the Trustor by thirty (30) days. In the event that JOAN MAURI BAREFOOT does not survive the Trustor by thirty (30) days, then this gift shall be distributed to SARAH N. BAREFOOT, outright, free of trust.

f. Twenty Thousand Dollars (\$20,000) shall be distributed to DANA ANTHONY BERRY, SR. In the event DANA ANTHONY BERRY, SR. does not survive the Trustor by thirty (30) days, then this gift shall be distributed equally between DANA ANTHONY BERRY, JR. and CHRISTINE LIDDICOTE;

g. Ten Thousand Dollars (\$10,000) shall be distributed to CHRISTIAN DAMEK;

h. The remaining balance of the Trust Estate shall be distributed in equal shares among those of the following who survive Trustor by thirty (30) days: JANA SUSAN JENNINGS, TOMMY JOE GLOVER, JOAN MAURI BAREFOOT and JAMES DAVID BERRY, JR.; and

i. Except as otherwise stated in this Trust Agreement, the Trustor is intentionally not providing for DANA ANTHONY BERRY, SR., and her issue.

3. If any beneficiary entitled to a share of or to distribution from the Trust Estate is then under the age of thirty-five (35) years, then that beneficiary's share shall be held in trust by JANA SUSAN JENNINGS, as Trustee, and upon the death or resignation of JANA SUSAN JENNINGS or if JANA SUSAN JENNINGS is unable or unwilling to serve as Trustee, then CARI MARIE

none, then the deceased beneficiary's share shall be distributed to his or her surviving siblings in equal shares, but if none, to the Trustor's then living issue upon the principle of representation; provided, however, that if any part of that balance would otherwise be distributed to a person for whose benefit a Trust is directed by this Trust Agreement to be administered, that part shall be added instead to that Trust and administered according to its terms.

D. Distribution of Remainder.

If at the time before full distribution of the trust estate the Trustor and all the Trustor's issue are deceased and no other disposition of the property is directed by this Trust Agreement, then the Trust Estate, or the portion of it then remaining, shall thereupon be distributed according to the laws of intestate succession of the State of California then in effect.

ARTICLE III

RIGHTS AND POWERS RESERVED BY TRUSTOR

A. Payment of Expenses.

Upon the death of the Trustor, and upon the request of the Executor of the Trustor's estate, the Trustee may use the income and principal of the Trust Estate to pay the last illness and funeral expenses of the Trustor, attorneys' fees and other costs incurred in administering the probate estate of the Trustor, other obligations incurred for the support of the Trustor and all federal and state taxes in the nature of estate, inheritance, succession, transfer or like taxes (including interest and penalties) attributable to the probate estate of the Trustor or the Trust Estate, except estate taxes attributable to the value of appointive assets included in the gross estate of the Trustor when the assets subject to said power of appointment are not included in or appointed to the Trust Estate, without requiring any reimbursement from the Trustor's executors or administrators or other persons receiving property as a result of the death of the Trustor. Such payments may be made to the Trustor's executors or administrators and upon receipt of a certificate from them stating the amount due and payable.

Whenever United States Treasury Bonds which may be redeemed at face value in payment of federal estate taxes are included in the Trust Estate, the Trustee shall use such Bonds in payment of federal estate taxes.

B. Revocation During Trustor's Lifetime.

The Trustor reserves the right at any time or times during the Trustor's life, to amend, alter or revoke this trust in whole or in part, or any provision thereof, by an instrument in writing signed by the Trustor and delivered to the Trustee. Upon the

death of the Trustor, this trust shall be irrevocable and shall not be altered, amended or revoked by any person.

C. Revocation on Disability:

All of the Trustor's powers to revoke and amend are personal to the Trustor and, in the event of incapacity, may be exercised on the Trustor's behalf only as follows:

1. By a conservator with court approval; or
2. By the holder or attorney-in-fact of a durable power of attorney for the purpose of making gifts or taking other actions that are authorized by an express provision in the durable power of attorney.

ARTICLE IV

DESIGNATION AND COMPENSATION OF TRUSTEES

A. Designation of Co-Trustees and Successor Trustees.

Upon the death or resignation of JOAN L. MAYNORD or if JOAN L. MAYNORD is or becomes unable or unwilling to serve as Trustee, then JOAN MAURI BAREFOOT shall serve as Successor Trustee. Upon the death or resignation of JOAN MAURI BAREFOOT or if JOAN MAURI BAREFOOT is or becomes unable or unwilling to act as Successor Trustee, then SHANA LEE WREN shall serve as Successor Trustee in her place.

All references in this Trust Agreement to "Trustee" or "Trustees" shall include "Successor Trustee" or "Co-Trustees."

B. Trustee Bond.

No bond shall be required of any person named in this Trust Agreement as Trustee, or of any person appointed as the Trustee in the manner specified herein, either acting individually or jointly, for the faithful performance of his or her duties as a Trustee.

C. Trustee's Compensation.

Any Trustee named in this Trust Agreement shall be entitled to fair and reasonable compensation from the Trust Estate for services rendered by him or her as a Trustee.

D. Successor Trustee Not Liable For Acts of Predecessor.

No Successor Trustee shall be liable for any act, omission, or default of a predecessor Trustee. Unless requested in writing within thirty (30) days of appointment by an adult beneficiary of the Trust Estate, no Successor Trustee shall have any duty to investigate or review any action of a predecessor Trustee and may accept the accounting records of the predecessor Trustee showing assets on hand without further investigation and without incurring any liability to any person claiming or having an interest in the Trust Estate.

E. Resignation of Trustee.

Any Trustee may resign as Trustee of any trust being held under this Trust Agreement by an instrument in writing signed and acknowledged by such Trustee and delivered to each adult beneficiary to whom the Trustee is then directed or authorized to pay net income to under the terms of this Trust Agreement such resignation to be effective upon a Successor Trustee being appointed to act. The Successor Trustee next nominated in this Trust Agreement shall have priority for the appointment and shall be appointed by filing his or her or its written consent with the Trust records. If all Successor Trustees named herein are unwilling or unable to act or if there is no other Successor Trustee named, then a majority in number of the beneficiaries entitled to receive notice of resignation shall have the power, by an instrument signed and acknowledged by them and delivered to the resigning Trustee, to appoint a Successor Trustee in the place of the resigning Trustee. Such Successor Trustee shall qualify by filing its written consent to act as Trustee with the Trust records. If a majority of such beneficiaries are unable to agree upon such successor or if there is no adult income beneficiary then living, then a Successor Trustee shall be appointed in accordance with the provisions of the laws of the State of California then existing.

F. Exculpation of Trustee.

A Trustee shall not be liable to any beneficiary for breach of Trust if the beneficiary fails to object to any item in any account or written report within 180 days from receipt of the account or report.

ARTICLE V

POWERS OF THE TRUSTEE

To carry out the purposes of any trust created under this Agreement and subject to any limitations stated elsewhere herein, the Trustee is vested with the following powers with respect to the Trust Estate or any part of it, in addition to those powers now or hereafter conferred by law, to be exercised in the discretion of the Trustee and without order of court, except as may be required by law:

1. To continue to hold any property and to operate at the risk of the Trust Estate any business that the Trustee receives or acquires under the Trust as long as the Trustee deems advisable;
2. To sell at public or private sale (for cash or on terms), manage, maintain, improve, develop, lease for any term (whether or not extending beyond the term of the Trusts created herein) and for any lawful purpose, mortgage, subdivide, partition, grant options at such times, in such manner and upon such terms and conditions as the Trustee shall deem advisable and to otherwise dispose of any Trust property or interest therein;
3. To make alterations in any buildings located on such property or to demolish same and to construct new buildings, all in such manner and upon such terms and conditions as the Trustee shall deem advisable, and to enter into contracts with respect to any of the foregoing;
4. To sell, lease or grant the right to mine or drill and to remove from any real property gas, oil, and other minerals and any timber, whether or not any such grant or lease is to continue longer than the duration of any trust; to pool or utilize any or all the lands, leaseholds or other types of mineral interests; to engage in secondary or tertiary recovery methods; to make and execute mineral royalty conveyances; to execute options, contracts and any other instruments necessary or desirable to engage in the oil, gas, mining or timber business, and to do any other acts or thing which may be now or hereafter recognized or contemplated as common or proper practices among those engaged in the business of prospecting for, developing, producing, processing, transporting or marketing any such oil, gas, mineral or timber interests;
5. To abandon any property which the Trustee shall deem to be worthless or not of sufficient value to warrant keeping or protecting; to abstain from the payment of taxes, liens, water rents, assessments, repairs and maintenance of any such property; to permit any such property to be lost by tax sale or other proceeding; or to convey any such property for a nominal consideration or without consideration;
6. To invest and reinvest the Trust Estate, from time to time, in every kind of property, in every kind of investment, including (without limiting the generality of the foregoing language), domestic and foreign corporate obligations of every kind, stocks, preferred or common, shares of investment trusts, investment companies and mutual funds, mortgages and mortgage participations, which men of prudence, discretion and intelligence acquire for their own account, and any common trust fund administered by any Trustee under this Trust Agreement;
7. To exercise any and all voting rights, whether by discretionary proxy or otherwise, including, without limitation, the right to vote in favor of any readjustment or reclassification of the stock of, or any reorganization,

recapitalization, consolidation or merger or any corporation even though the exercise of any such right may result in the acquisition of limited or complete voting privileges by stock (whether held hereunder or by other persons) which heretofore had limited or nonvoting privileges; to become a party to, or deposit securities or other property under, any voting trust agreement (whether or not extending beyond the terms of the Trust created by this Trust Agreement) and to participate in any decision, termination, amendment or cancellation of any such voting trust agreement;

8. To exercise or dispose of any or all options, privileges or rights, whether to assent, subscribe, convert or otherwise, or of any other nature or to refrain from exercising such options, privileges or rights;

9. To operate in any form of business organization which the Trustee considers appropriate or deems advisable in connection with the administration or distribution of any property and to transfer any property to any such business organization;

10. To adjust, compromise, and settle or refer to arbitration any claim in favor of or against the trust upon such terms and conditions as the Trustee shall deem advisable, and to commence or defend such legal proceedings as the Trustee shall deem advisable;

11. To employ accountants, investment advisors, brokers, bankers, custodians, attorneys, specialists and other agents as the Trustee shall deem necessary or desirable; to hold property in the name of the Trustee or to the extent permitted by law in his name without designation of any fiduciary capacity; to keep a checking or savings account of reasonable size with the commercial or savings department of the Trustee bank itself, but only with indication of the fiduciary nature of the account or accounts;

12. To carry, at the expense of the trust, insurance of such kind and in such amounts as the Trustee shall deem advisable to protect the Trust Estate and the Trustee against any hazard;

13. Except as otherwise specifically provided in this Trust Agreement, the determination of all matters with respect to what is principal and income of the Trust Estate and the apportionment and allocation of receipts, expenses and other charges between these accounts shall be governed by the provisions of the California Principal and Income Law from time to time existing; Any such matter not provided for in this Trust Agreement or in the Principal and Income Law, including the power to charge in whole or in part against the principal or amortize or charge to income, premiums paid on the purchase of bonds or other obligations, shall be determined by the Trustee, in the Trustee's discretion;

14. To make distributions to or for a minor or other beneficiary under disability in any of the following ways: directly to said beneficiary, if the Trustee,

In the Trustee's discretion, considers said beneficiary of sufficient maturity to accept and manage the distribution; by making payments to the guardian of his person or to any suitable person with whom he resides; by payment of expenses for such beneficiary's health, care, support or education, by purchasing or distributing any securities including federal, state or municipal bonds, and by registering any such securities under the terms of any law or laws relating to the registration of securities owned by minors or otherwise; by depositing payments in any bank account in the name of the beneficiary or in such other form that the beneficiary shall have unqualified ownership thereof even though record title, management or custody of such bank account may be reserved during the period of minority or disability to a legal or natural guardian or other representatives; and any and all other ways authorized by law;

15. To receive other property acceptable to the Trustee as additions to any trust created under this Trust Agreement by gift or will or otherwise and to hold and administer the same under the provisions hereof;

16. In any case in which the Trustee is required, pursuant to the provisions of this Trust Agreement to divide any trust property into parts or shares for the purpose of distribution or otherwise, the Trustee is authorized, in the Trustee's discretion, to make the division or distribution in cash, in kind, including undivided interests in any property, or partly in kind and partly in cash, and for this purpose may make such sale of the Trust Estate as the Trustee may deem necessary on such terms and conditions as the Trustee shall see fit; for purposes of this division or distribution to value at current values the Trust Estate or any part thereof reasonably or in good faith, and such valuation shall be conclusive upon all parties;

17. To use the principal of each separate share or of each separate trust provided for in this Agreement, provided the same amount is taken from each separate share and from each separate trust of any share, as follows:

(a) To purchase and to retain an investment of any securities or other property, real or personal, belonging to the estate of the Trustor;

(b) To make loans to the Trustor's executors or administrators on such terms as the corporate banking Trustee deems advisable.

18. To borrow money and to encumber and hypothecate the Trust Estate by mortgage, deed of trust, pledge, or otherwise;

19. To buy, sell (including short sales) and trade in precious metals, stocks, bonds (including United States Government obligations such as Treasury ["T-bill"] bonds), and any other securities and/or commodities and/or contracts relating to the same, on margin or otherwise.

20. To delegate any non-discretionary power to any person named as alternate or Successor Trustee, including, without limitation, the power to sign checks, withdrawal slips, instructions for the receipt of delivery of securities or other property, and instructions for the payment or receipt of money, and the power to have access to any safe deposit box or other place where property of any Trust created pursuant to this Trust Agreement is deposited.

21. To execute, deliver, and grant to any individual or corporation a revocable or irrevocable power of attorney to transact any and all business on behalf of the Trust Estate or the various Trusts created in this Trust Agreement. Said grant of a power of attorney shall cease and become wholly ineffective upon the resignation, removal, death, or inability of the Trustee granting the power. The power of attorney may grant to the attorney-in-fact any or all of the rights, powers, and discretion that the Trustee could have exercised pursuant to the terms of the Trust Agreement.

22. Trustee's Powers with Respect to Stock of S Corporation.

a. If, pursuant to the terms of this Trust Agreement, the stock of an S Corporation becomes distributable to any Trust of which there is a single income beneficiary who is a United States citizen or resident and such Trust is not a qualified S Corporation Trust as defined in Section 1361(d)(3) or a successor provision, then the Trustee, in lieu of such distribution, shall distribute such stock to a separate trust for such beneficiary the terms of which require that (1) during the life of the current income beneficiary there shall be only one income beneficiary of the Trust to whom all of the Trust income shall be distributed currently, (2) during the life of the income beneficiary, principal shall only be distributed as the Trustee determines to be necessary for the health, maintenance, support and education of the beneficiary, (3) there shall be no distribution to a person other than such income beneficiary during the life of the income beneficiary, (4) the income interest of the current income beneficiary shall terminate on the earlier of such beneficiary's death or the termination of the Trust and in the event of termination during such beneficiary's life, all assets of such Trust shall be distributed to such beneficiary, and (5) the Trust shall contain such additional or alternative provisions as may from time to time be required for Qualified Subchapter S Trusts under Section 1361(d)(3) of the Code, or any successor provision.

b. If the stock of the S Corporation becomes distributable to a Trust of which there are multiple income beneficiaries one or more of whom are United States citizens or residents and such Trust does not meet the requirements of Section 1361(d)(3) of the Code, then the Trustee in lieu of such distribution shall distribute such stock to separate trusts for such beneficiaries who are United States citizens or residents (in such shares as in the Trustee's judgment best reflect the intentions of the Trustor) with the provisions set forth in the paragraph above.

c. If the stock of an S Corporation becomes distributable to any Trust of which one or more income beneficiaries are not United States citizens or residents, then the Trustee, in the Trustee's discretion, may omit to distribute such stock to Trusts for such beneficiaries and, after making any reasonable and appropriate effort to distribute other property of equal value to such beneficiaries, may distribute such stock to one or more individuals or Trusts qualified to receive S Corporation stock under Section 1361(d)(3) in such shares and in such manner as in the Trustee's judgment best reflects the intentions of the Trustor.

ARTICLE VI

GENERAL PROVISIONS

A. Construction.

1. In this Trust Agreement, in all matters of interpretation, whenever necessary to give effect to any provision of this Trust Agreement, the masculine shall include the feminine and neuter and vice versa, the singular shall include the plural, and the plural shall include the singular.
2. The headings, titles and subtitles are inserted solely for convenient reference and shall be ignored in any construction of this Trust Agreement.
3. Whenever this Trust Agreement refers to a provision contained in a specific article, the reference shall be to that article of this Trust Agreement.
4. All references to specific statutes, codes or regulations shall include any successor statutes, codes or regulations.
5. All references to Trustee, Trustees, successor Trustee, successor Trustees, or special Trustees, or any other fiduciary shall refer to the individuals or institutions serving from time to time in such capacity under this Trust Agreement.
6. Whenever this Trust Agreement directs that distributions be made to the Trustor's then living issue upon the principle of representation, distributions shall be made in equal shares to the Trustor's children, excluding each child who is not living on the happening of the event requiring distribution and who has no issue then living, but including, by right of representation, the then living issue of each deceased child.
7. Except as otherwise specifically provided in this Trust Agreement, if any person named herein fails to survive a Trustor for thirty (30) days, then, for all purposes of this trust, the person shall be considered to have predeceased such Trustor.

8. Any direction regarding the distribution of a trust shall refer to the trust as constituted on the date of the distribution, and the direction shall not affect previous distributions from the Trust. If at the time any trust is established, the time fixed for a distribution of the principal has passed, then the distribution shall be made on the establishment of that trust.

9. Except as otherwise specifically provided in this Trust Agreement, the determination of all matters with respect to what is principal and income of the Trust Estate and the apportionment and allocation of receipts, expenses and other charges between these accounts shall be governed by the provisions of the California Principal and Income Law from time to time existing. Any such matter not provided for in this Trust Agreement or in the Principal and Income Law, including the power to charge in whole or in part against the principal or amortize or charge to income, premiums paid on the purchase of bonds or other obligations, shall be determined by the Trustee, in the Trustee's discretion.

10. Early Termination of Trusts. The Trustee shall have the power, in the Trustee's discretion, to terminate any trust created under this Trust whenever the fair market value of the trust falls below twenty-five thousand dollars (\$25,000.00), or becomes so small in relation to the costs of administration as to make continuing administration uneconomical. Upon termination, the Trustee shall distribute the principal and any accrued or undistributed net income to the income beneficiaries in proportion to their shares of the income. If no fixed amount of income is payable to specific beneficiaries, the Trustee shall distribute the principal and any accrued or undistributed net income in equal shares to those beneficiaries who would then be entitled to income payments from the trust.

B. Additions to Trust Estate.

Other property may be added to the Trust Estate by any person, by the Will or Codicil of either Trustor, by the proceeds of any life insurance, or otherwise.

C. Deferral of Division or Distribution of Trust Assets.

Whenever a Trustee is directed to make a distribution or a division of the Trust Estate or any portion thereof into separate trusts or shares on the death of the Trustor, the Trustee may, in the Trustee's discretion, defer such distribution or division until twelve (12) months after the event triggering the distribution or division.

When the Trustee defers distribution or division, the deferred distribution or division shall be made as if it had taken place at the time prescribed in this Trust Agreement in the absence of this paragraph, and all rights given to the beneficiaries of the Trust Estate or any portion thereof under other provisions of this Trust Agreement shall be deemed to have accrued and vested as of such prescribed time.

D. Notice to Trustees of Births, Deaths and Other Events Affecting Interests.

Unless the Trustees shall have received actual written notice of the occurrence of an event affecting the beneficial interests of this trust, the Trustees shall not be liable to any beneficiary of this trust for distribution made as though the event has not occurred.

E. Rule Against Perpetuities.

Unless terminated earlier in accordance with other provisions of this Trust Agreement, all trusts created under this instrument shall terminate twenty-one (21) years after the death of the Trustor and of the Trustor's issue living on the date of the death of the Trustor. All principal and undistributed income of a terminated trust shall be distributed to the then income beneficiaries of that trust in the same proportions in which they are, at the time of termination, entitled to receive the income; provided, however, that if the rights of income are not then fixed by the terms of the trust distribution under this paragraph shall be made, by right of representation, to such issue of the Trustor as are then entitled or authorized in the Trustee's discretion to receive income distributions, or, if there are no such issue of the Trustor, in equal shares to those beneficiaries who are then entitled or authorized in the Trustee's discretion to receive trust payments.

F. Choice of Law.

The validity of this Trust and the construction of its beneficial provisions shall be governed by the laws of the State of California in force on the date of execution of this Trust Agreement. This section shall apply regardless of any change of residence of the Trustees and the beneficiary, or the appointment or substitution of the Trustees residing or doing business in another state.

G. Conferring Jurisdiction.

California Probate Code Sections 17000, et seq., or any successor or substitute provisions of that code authorizing optional probate court jurisdiction over living trusts, hereby are made expressly applicable to all trusts created by this Trust Agreement.

H. Definitions.

1. Definition of Inability:

For purposes of this Trust Agreement, the determination as to whether a Trustor has become "physically or mentally incapacitated" or is "again able to manage his or her own affairs" or whether or not a Trustee is "unable" to serve as Trustee shall be made by two (2) licensed physicians. The determination shall be evidenced by a written statement from both physicians, submitted to and accepted by the Successor Trustee or Co-Trustees, stating that the Trustee is physically and/or mentally incapacitated and cannot handle the affairs of the

Trust Estate or any trust created in this Trust Agreement in an efficient and responsible manner.

2. HIPAA RELEASE AUTHORITY.

The Trustors intend for the Trustee of this Trust to be treated as they would be with respect to their rights regarding the use and disclosure of individually identifiable health information or other medical records. This release authority applies to any information governed by the Health Insurance Portability and Accountability Act of 1996 (aka HIPAA), 42 USC 1320d and 45 CFR 160-164. The Trustors authorize any physician, health-care professional, dentist, health plan, hospital, clinic, laboratory, pharmacy or other covered health-care provider, any insurance company and the Medical Information Bureau Inc. or other health-care clearinghouse that has provided treatment or services to them, or that has paid for or is seeking payment from them for such services, to give, disclose and release to the Trustee, without restriction, all of their individually identifiable health information and medical records regarding any past, present or future medical or mental health condition, including all information relating to the diagnosis and treatment of HIV/AIDS, sexually transmitted diseases, mental illness, and drug or alcohol abuse.

The authority given the Trustee as the Trustors' agent shall supersede any prior agreement that they may have made with health-care providers to restrict access to their disclosure of individually identifiable health information. The authority given the Trustee has no expiration date and shall expire only in the event that the Trustors revoke the authority in writing and deliver it to the health-care provider.

3. Child, Grandchild and Issue:

In this Trust Agreement, the term "child," includes (i) lawful blood descendants, (ii) persons legally adopted before attaining majority, whether born or adopted before or after the date of execution of this Trust Agreement, and (iii) illegitimate offspring provided that a parent-child relationship is determined to exist with the parent in question under the California Uniform Parentage Act in effect from time to time; provided, however, that if the parent in question is competent for more than one year (at any time) after an illegitimate offspring is born, such offspring shall be considered a child only if the parent has, for some period, had a normal parent-child relationship with such offspring. "Child" specifically excludes foster children and stepchildren. "Grandchild" refers to a child's child. "Issue" includes a person's lineal descendants, determined as provided in this paragraph, of all generations.

4. Other:

The use of the word "shall" in this Trust Agreement indicates a mandatory direction, while the use of the word "may" in this Trust Agreement indicates a permissive, but not mandatory, grant of authority.

I. Invalidity of Any Provision.

If any provision of this Trust Agreement shall be determined to be invalid or unenforceable either in whole or in part, then this Trust Agreement shall be deemed amended to delete or modify, as necessary, the invalid or unenforceable provisions or portions thereof only to the extent necessary to make such provision valid or enforceable, and shall not affect the validity or enforceability of the remainder of this Trust Agreement and so far as is reasonable and possible, (i) the remainder of this Trust Agreement shall be considered valid and enforceable, and (ii) effect shall be given to the intent manifested by the portion held invalid or unenforceable.

J. No-Contest. If any beneficiary shall, singly or in conjunction with any other person or persons, contest in any court the validity of any gift created by this document, or any will or other document making a transfer to this trust, or shall seek to obtain an adjudication in any proceeding in any court that this trust or any of its dispositive provisions are void, or otherwise seek to void, nullify, or set aside the trust or any of its provisions, then the right of that person to take any interest given to him or her by this document shall be determined as it would have been determined had the person predeceased the execution of this declaration of trust without surviving issue.

The trustee is authorized to defend, at the expense of the trust estate, any contest or other attack of any nature on this trust or any of its provisions.

To the maximum extent permitted by Probate Code Sections 21310-21315, this no-contest clause shall be enforced with respect to the contesting of this or any related estate planning or other instruments specifically described in Probate Code Sections 21310-21315, by DANA ANTHONY BERRY, SR., and his issue.

K. Spendthrift Provision.

No interest in the principal or income of any trust created under this document shall be anticipated, assigned or encumbered, or subject to any creditor's claim or to legal process prior to its actual receipt by the beneficiary.

L. Apply for Government Assistance.

The Trustee shall have the power to deal with governmental agencies. To make applications for, receive and administer any of the following benefits, if applicable: Medi-Cal, Social Security, Medicare, Medicaid, Supplemental Security Income, In-Home Support Services, and any other government resources and community support services available to the elderly; e.g. California Department on Aging, Federal Older

Americane Act, Nursing Home Ombudsman, "Senior Day Care" programs, and senior centers.

M. Power to obtain Benefits under Welfare and Institutions Code Section 14006.2.

The Trustee shall have the power to explore and implement Medi-Cal planning strategies and options and to plan and accomplish asset preservation in the event the Trustor needs long-term health and nursing care. Such planning shall include, but is not necessarily limited to, the power and authority to: (1) make home improvements and additions to the Trustor's family residence; (2) pay off partly or in full the encumbrance, if any, on the Trustor's family residence; (3) purchase a family residence, if the Trustor does not own one; (4) purchase a more expensive family residence; and (5) make gifts of assets for estate planning purposes.

N. Accounting.

Any accounting pursuant to Probate Code §16060 and following that is sent to and received by the beneficiaries shall be deemed to have been approved by the beneficiaries and be conclusive on all parties, born or unborn, who may have an interest in the trust, unless notice in writing specifying objections has been filed with the Trustee within one hundred and eighty (180) days after the account is submitted to the beneficiaries. The assent, express or implied, of a guardian or natural parent of a minor beneficiary shall bind the latter with respect to future claims.

ARTICLE VII

NAME OF TRUST

The trust as amended and restated by this Sixteenth Amendment and Restatement of the Trust Agreement may be referred to as "THE MAYNORD 1988 FAMILY TRUST."


JOAN L. MAYNORD, TRUSTEE

IN WITNESS WHEREOF, I certify that I have read the foregoing SIXTEENTH AMENDMENT AND RESTATEMENT OF THE MAYNORD 1986 FAMILY TRUST, Trust Agreement in all its particulars and request that the Trustee execute it.

Dated: 3-13-13, 2013.


JOAN L. MAYNORD, TRUSTOR

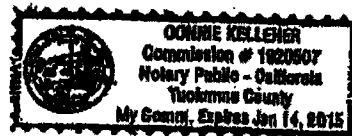
STATE OF CALIFORNIA
COUNTY OF TUOLUMNE

On March 13, 2013; before me, Connie Kelleher, a notary public, personally appeared JOAN L. MAYNORD 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 capacities, 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 Connie Kelleher (Seal)



**TWENTY-FOURTH AMENDMENT AND RESTATEMENT OF
THE MAYNORD 1986 FAMILY TRUST**

This Twenty-Fourth Amendment and Restatement of THE MAYNORD 1986 FAMILY TRUST, Trust Agreement is made this 17th day of March 2016, by JOAN L. MAYNORD, hereafter called "Trustor" and "Trustee" depending on the context.

WHEREAS the Trustor and her spouse, ROBERT B. MAYNORD, hereto made and entered into "THE MAYNORD 1986 FAMILY TRUST" on the 11th day of March 1986, "said original Trust Agreement";

WHEREAS the Trustor and her spouse, ROBERT B. MAYNORD, made and entered into the "FIRST AMENDMENT TO THE MAYNORD 1986 FAMILY TRUST" on the 27th day of October 1992;

WHEREAS Trustor's spouse, ROBERT B. MAYNORD, passed away on September 12, 1993, leaving Trustor, JOAN L. MAYNORD, as the sole Trustor and Trustee of "THE MAYNORD 1986 FAMILY TRUST";

WHEREAS the Trustor, JOAN L. MAYNORD, made and entered into the "SECOND AMENDMENT TO THE MAYNORD 1986 FAMILY TRUST" on the 29th day of October 1993;

WHEREAS the Trustor, JOAN L. MAYNORD, made and entered into the "THIRD AMENDMENT TO THE MAYNORD 1986 FAMILY TRUST" on the 24th day of October, 1997;

WHEREAS the Trustor, JOAN L. MAYNORD, made and entered into the "FOURTH AMENDMENT TO THE MAYNORD 1986 FAMILY TRUST" on the 19th day of October 1999;

WHEREAS the Trustor, JOAN L. MAYNORD, made and entered into the "FIFTH AMENDMENT TO THE MAYNORD 1986 FAMILY TRUST" on the 1ST day of August 2000;

WHEREAS the Trustor, JOAN L. MAYNORD, made and entered into the "SIXTH AMENDMENT TO THE MAYNORD 1986 FAMILY TRUST" on the 27th day of January 2004;



WHEREAS the Trustor, JOAN L. MAYNORD, made and entered into the "SEVENTH AMENDMENT TO THE MAYNORD 1986 FAMILY TRUST" on the 30th day of September 2006;

WHEREAS the Trustor, JOAN L. MAYNORD, made and entered into the "EIGHTH AMENDMENT TO THE MAYNORD 1986 FAMILY TRUST" on the 11th of October 2006;

WHEREAS the Trustor, JOAN L. MAYNORD, made and entered into the "NINTH AMENDMENT AND RESTATEMENT OF THE MAYNORD 1986 FAMILY TRUST" on the 18th of April 2007;

WHEREAS the Trustor, JOAN L. MAYNORD, made and entered into the "TENTH AMENDMENT AND RESTATEMENT OF THE MAYNORD 1986 FAMILY TRUST" on the 7th day of July 2010;

WHEREAS the Trustor, JOAN L. MAYNORD, made and entered into the "ELEVENTH AMENDMENT TO THE MAYNORD 1986 FAMILY TRUST" on the 26th day of October 2010;

WHEREAS the Trustor, JOAN L. MAYNORD, made and entered into the "TWELFTH AMENDMENT TO THE MAYNORD 1986 FAMILY TRUST" on the 21st day of March 2011;

WHEREAS the Trustor, JOAN L. MAYNORD, made and entered into the "THIRTEENTH AMENDMENT AND RESTATEMENT OF THE MAYNORD 1986 FAMILY TRUST" on the 1st day of June 2011;

WHEREAS the Trustor, JOAN L. MAYNORD, made and entered into the "FOURTEENTH AMENDMENT TO THE MAYNORD 1986 FAMILY TRUST" on the 7th day of February 2012;

WHEREAS the Trustor, JOAN L. MAYNORD, made and entered into the "FIFTEENTH AMENDMENT TO THE MAYNORD 1986 FAMILY TRUST" on the 26th day of July 2012;

WHEREAS the Trustor, JOAN L. MAYNORD, made and entered into the "SIXTEENTH AMENDMENT AND RESTATEMENT OF THE MAYNORD 1986 FAMILY TRUST" on the 13th day of March 2013;

WHEREAS the Trustor, JOAN L. MAYNORD, made and entered into the "SEVENTEENTH AMENDMENT AND RESTATEMENT OF THE MAYNORD 1986 FAMILY TRUST" on the 10th day of June 2013;

WHEREAS the Trustor, JOAN L. MAYNORD, made and entered into the "EIGHTEENTH AMENDMENT AND RESTATEMENT OF THE MAYNORD 1986 FAMILY TRUST" on the 13th day of September 2013;

WHEREAS the Trustor, JOAN L. MAYNORD, made and entered into the "NINETEENTH AMENDMENT TO THE MAYNORD 1986 FAMILY TRUST" on the 28th day of February 2014;

WHEREAS the Trustor, JOAN L. MAYNORD, made and entered into the "TWENTIETH AMENDMENT AND RESTATEMENT OF THE MAYNORD 1986 FAMILY TRUST" on the 21st day of April 2014;

WHEREAS the Trustor, JOAN L. MAYNORD, made and entered into the "TWENTY-FIRST AMENDMENT AND RESTATEMENT OF THE MAYNORD 1986 FAMILY TRUST" on the 27th day of August 2014;

WHEREAS the Trustor, JOAN L. MAYNORD, made and entered into the "TWENTY-SECOND AMENDMENT AND RESTATEMENT OF THE MAYNORD 1986 FAMILY TRUST" on the 8th day of January 2015;

WHEREAS the Trustor, JOAN L. MAYNORD, made and entered into the "TWENTY-THIRD AMENDMENT TO THE MAYNORD 1986 FAMILY TRUST" on the 3rd day of March 2016;

WHEREAS the original Trust Agreement and all amendments thereto shall be referred to as "said Trust Agreement"; and

WHEREAS the Trustor desires to delete said Trust Agreement in its entirety and restate it;

NOW, THEREFORE, said Trust Agreement is hereby deleted in its entirety and restated as follows:

ARTICLE I

AMENDMENT AND RESTATEMENT IN FULL OF TRUST

The Trustor hereby amends and restates said Trust Agreement in full (the "Trust") pursuant to the terms and conditions of this Twenty-Fourth Amendment and Restatement. The Trustor has five (5) children, namely, JANA SUSAN JENNINGS, DANA ANTHONY BERRY, TOMMY JOE GLOVER, JOAN MAURI BAREFOOT, SHANA LEE WREN and one (1) deceased child, namely, JAMES DAVID BERRY, JR., leaving living issue.

ARTICLE II

DISTRIBUTION OF INCOME AND PRINCIPAL

A. The Trust Estate.

The "Trust Estate" consists of the property, plus any proceeds and undistributed income of the property, listed in Exhibit "A" and any property hereafter transferred to the trust by the Trustor, her Will, her attorney-in-fact or conservator, or as pension benefits or insurance proceeds, or from any other person or source.

B. Payments During Life.

The Trustee shall pay or apply trust income and principal as the Trustor may direct in writing from time to time. Unless inconsistent with such a direction, the Trustee shall pay to or apply for the benefit of the Trustor such amounts of trust income and principal as the Trustee deems appropriate for her comfortable support, health, care, and general welfare and to maintain her accustomed standard of living (including her pattern of modest gifts and remembrances on birthdays and other special or family occasions). If and as the Trustee deems appropriate, the Trustee may take account of other resources reasonably available for these purposes and known to the Trustee. Any undistributed income shall be added to the Trust Estate.

If at any time the Trustor has become physically or mentally incapacitated (as defined herein), then the Successor Trustee shall pay to or apply for the benefit of the Trustor such amounts out of principal and/or income as the Successor Trustee deems necessary for the health, care, support and maintenance of the Trustor. Such payments shall be made until the incapacitated Trustor is again able to manage his or her own affairs.

C. Upon the Death of the Trustor.

On the death of the Trustor, the Trustee shall hold, administer and distribute the remaining trust estate as follows:

1. The Trustor shall have the power to appoint the disposition of any or all items of the Trustor's tangible personal property included in the trust. This power may be exercised in a dated writing signed by the Trustor and delivered to the trustee. The writing need not expressly refer to this trust, and any additional formalities otherwise required by this document for exercising a power of appointment shall not apply. Unless otherwise provided in the exercise of the power, the appointment of any item of property that is not trust property at the Trustor's death and does not pass to the trust as a result of the Trustor's death shall fail, and any gift appointed to a person who fails to survive the Trustor shall lapse. If there is tangible personal property not included in the writing, the Trustee shall distribute the remaining tangible personal property, including any vehicles, to JANA SUSAN JENNINGS and SHANA LEE WREN to keep, sell or

distribute, as they, in their sole, absolute, uncontrolled and unfettered discretion, deem fit.

2. Upon the death of the Trustor, the Trustee shall distribute the balance of the Trust Estate as follows:

a. The Trustee shall distribute all the shares of MAYNORD'S CHEMICAL DEPENDENCY RECOVERY CENTER, INC. to SHANA LEE WREN;

b. The Promissory Note balance due and payable by SHANA LEE WREN, in the original amount of Three Hundred Fifteen Thousand dollars (\$315,000.00) plus interest, shall be forgiven in its entirety;

c. The Commercial Property located at 19326 Cherokee Road, Tuolumne, California and 19320 Cherokee Road, Tuolumne, California, shall be distributed equally between JANA SUSAN JENNINGS and SHANA LEE WREN, if they survive the Trustor by thirty (30) days. In the event that either JANA SUSAN JENNINGS does not survive Trustor by thirty (30) days, her share shall be distributed to her then living issue, by right of representation. In the event that SHANA LEE WREN does not survive Trustor by thirty (30) days, her share shall be distributed to her then living issue, by right of representation subject, however, to the provisions of subparagraph C.3. hereinbelow;

d. The real property located at 219 South Arbona Circle, Sonora, California shall be distributed to JANA SUSAN JENNINGS;

e. Twenty Thousand Dollars (\$20,000) shall be distributed to each of the following: DANA ANTHONY BERRY, SR. and TOMMY JOE GLOVER. In the event DANA ANTHONY BERRY, SR. does not survive the Trustor by thirty (30) days, then this gift shall be distributed equally between DANA ANTHONY BERRY, JR. and CHRISTINE LIDDICOTE. In the event TOMMY JOE GLOVER does not survive Trustor by thirty (30) days, this gift shall lapse;

f. Ten Thousand Dollars (\$10,000) shall be distributed to Interfaith, Tuolumne County; and

g. The remaining balance of the Trust Estate shall be distributed in equal shares between JANA SUSAN JENNINGS and SHANA LEE WREN, or solely to the survivor thereof.

h. Except as otherwise stated in this Trust Agreement, the Trustor is intentionally not providing for JOAN MAURI BAREFOOT, DANA ANTHONY BERRY, SR., TOMMY JOE GLOVER, and their issue and the issue of JAMES DAVID BERRY, JR.

3. If any beneficiary entitled to a share of or to distribution from the Trust Estate is then under the age of thirty-five (35) years, then that beneficiary's share shall be held in trust by JANA SUSAN JENNINGS, as Trustee, and upon the death or resignation of JANA SUSAN JENNINGS or if JANA SUSAN JENNINGS is unable or unwilling to serve as Trustee, then CARI MARIE AGUILERA shall serve as Successor Trustee in her place. The Trustee shall hold and administer that beneficiary's share as follows:

a. The Trustee shall pay to or apply for the benefit of that beneficiary, quarter-annually or at more frequent intervals, so much of the net income from the beneficiary's share as the Trustee in the Trustee's absolute discretion may deem necessary or advisable for the beneficiary's health, support, maintenance and education so long as that beneficiary is under the age of thirty-five (35) years. The balance of the net income, if any, shall be accumulated by the Trustee and added to the principal of the share. If the net income in the discretion of the Trustee is not sufficient to provide for the beneficiary's health, support, maintenance and education, the Trustee may pay to or apply for that beneficiary's benefit, so much of the principal from the beneficiary's share as necessary for the aforementioned purposes;

b. Definition of Education. As used in this Trust, the term "education" refers to the following:

(1) Education at public or private elementary, junior high, middle, or high schools, including boarding schools;

(2) Undergraduate, graduate, and postgraduate study in any field, whether or not of a professional character, in colleges, universities, or other institutions of higher learning;

(3) Specialized formal or informal training in music, the stage, the handicrafts, or the arts, whether by private instruction or otherwise; and

(4) Formal or informal vocational or technical training, whether through programs or institutions devoted solely to vocational or technical training, or otherwise.

c. When that beneficiary attains the age of thirty-five (35) years, the Trustee shall distribute to the beneficiary, free of further trust, all of the remaining balance of the beneficiary's share;

d. As long as that beneficiary is a minor, the Trustee may make such payments directly to the beneficiary as an allowance, or to the

guardian of the beneficiary, or to any other person having the care and control of the beneficiary or with whom the beneficiary may reside;

e. If that beneficiary should die before attaining the age of thirty-five (35) years, then, upon the beneficiary's death, the Trustee shall distribute all of the remaining balance of the deceased beneficiary's share to his or her then living issue upon the principle of representation, but if none, then the deceased beneficiary's share shall be distributed to his or her surviving siblings in equal shares, but if none, to the Trustor's then living issue upon the principle of representation; provided, however, that if any part of that balance would otherwise be distributed to a person for whose benefit a Trust is directed by this Trust Agreement to be administered, that part shall be added instead to that Trust and administered according to its terms.

ARTICLE III

RIGHTS AND POWERS RESERVED BY TRUSTOR

A. Payment of Expenses.

Upon the death of the Trustor, and upon the request of the Executor of the Trustor's estate, the Trustee may use the income and principal of the Trust Estate to pay the last illness and funeral expenses of the Trustor, attorneys' fees and other costs incurred in administering the probate estate of the Trustor, other obligations incurred for the support of the Trustor and all federal and state taxes in the nature of estate, inheritance, succession, transfer or like taxes (including interest and penalties) attributable to the probate estate of the Trustor or the Trust Estate, except estate taxes attributable to the value of appointive assets included in the gross estate of the Trustor when the assets subject to said power of appointment are not included in or appointed to the Trust Estate, without requiring any reimbursement from the Trustor's executors or administrators or other persons receiving property as a result of the death of the Trustor. Such payments may be made to the Trustor's executors or administrators and upon receipt of a certificate from them stating the amount due and payable.

B. Revocation During Trustor's Lifetime.

The Trustor reserves the right at any time or times during the Trustor's life, to amend, alter or revoke this trust in whole or in part, or any provision thereof, by an instrument in writing signed by the Trustor and delivered to the Trustee. Upon the death of the Trustor, this trust shall be irrevocable and shall not be altered, amended or revoked by any person.

C. Revocation on Disability:

All of the Trustor's powers to revoke and amend are personal to the Trustor and, in the event of incapacity, may be exercised on the Trustor's behalf only as follows:

1. By a conservator with court approval; or
2. By the holder or attorney-in-fact of a durable power of attorney for the purpose of making gifts or taking other actions that are authorized by an express provision in the durable power of attorney.

ARTICLE IV

DESIGNATION AND COMPENSATION OF TRUSTEES

A. Designation of Co-Trustees and Successor Trustees.

Upon the death or resignation of JOAN L. MAYNORD or if JOAN L. MAYNORD is or becomes unable or unwilling to serve as Trustee, then SHANA LEE WREN shall serve as Successor Trustee. Upon the death or resignation of SHANA LEE WREN or if SHANA LEE WREN is or becomes unable or unwilling to act as Successor Co-Trustee, then CARIE MARIE AGUILERA shall serve as alternate Successor Trustee in her place.

All references in this Trust Agreement to "Trustee" or "Trustees" shall include "Successor Trustee" or "Co-Trustees."

B. Trustee Bond.

No bond shall be required of any person named in this Trust Agreement as Trustee, or of any person appointed as the Trustee in the manner specified herein, either acting individually or jointly, for the faithful performance of his or her duties as a Trustee.

C. Trustee's Compensation.

Any Trustee named in this Trust Agreement shall be entitled to fair and reasonable compensation from the Trust Estate for services rendered by him or her as a Trustee.

D. Successor Trustee Not Liable For Acts of Predecessor.

No Successor Trustee shall be liable for any act, omission, or default of a predecessor Trustee. Unless requested in writing within thirty (30) days of appointment by an adult beneficiary of the Trust Estate, no Successor Trustee shall have any duty to investigate or review any action of a predecessor Trustee and may accept the

accounting records of the predecessor Trustee showing assets on hand without further investigation and without incurring any liability to any person claiming or having an interest in the Trust Estate.

E. Resignation of Trustee.

Any Trustee may resign as Trustee of any trust being held under this Trust Agreement by an instrument in writing signed and acknowledged by such Trustee and delivered to each adult beneficiary to whom the Trustee is then directed or authorized to pay net income to under the terms of this Trust Agreement such resignation to be effective upon a Successor Trustee being appointed to act. The Successor Trustee next nominated in this Trust Agreement shall have priority for the appointment and shall be appointed by filing his or her or its written consent with the Trust records. If all Successor Trustees named herein are unwilling or unable to act or if there is no other Successor Trustee named, then a majority in number of the beneficiaries entitled to receive notice of resignation shall have the power, by an instrument signed and acknowledged by them and delivered to the resigning Trustee, to appoint a Successor Trustee in the place of the resigning Trustee. Such Successor Trustee shall qualify by filing its written consent to act as Trustee with the Trust records. If a majority of such beneficiaries are unable to agree upon such successor or if there is no adult income beneficiary then living, then a Successor Trustee shall be appointed in accordance with the provisions of the laws of the State of California then existing.

F. Exculpation of Trustee.

A Trustee shall not be liable to any beneficiary for breach of Trust if the beneficiary fails to object to any item in any account or written report within 180 days from receipt of the account or report.

ARTICLE V

POWERS OF THE TRUSTEE

To carry out the purposes of any trust created under this Agreement and subject to any limitations stated elsewhere herein, the Trustee is vested with the following powers with respect to the Trust Estate or any part of it, in addition to those powers now or hereafter conferred by law, to be exercised in the discretion of the Trustee and without order of court, except as may be required by law:

1. To continue to hold any property and to operate at the risk of the Trust Estate any business that the Trustee receives or acquires under the Trust as long as the Trustee deems advisable;

2. To sell at public or private sale (for cash or on terms), manage, maintain, improve, develop, lease for any term (whether or not extending beyond the term of the Trusts created herein) and for any lawful purpose, mortgage,

subdivide, partition, grant options at such times, in such manner and upon such terms and conditions as the Trustee shall deem advisable and to otherwise dispose of any Trust property or interest therein;

3. To make alterations in any buildings located on such property or to demolish same and to construct new buildings, all in such manner and upon such terms and conditions as the Trustee shall deem advisable, and to enter into contracts with respect to any of the foregoing;

4. To sell, lease or grant the right to mine or drill and to remove from any real property gas, oil, and other minerals and any timber, whether or not any such grant or lease is to continue longer than the duration of any trust; to pool or utilize any or all the lands, leaseholds or other types of mineral interests; to engage in secondary or tertiary recovery methods; to make and execute mineral royalty conveyances; to execute options, contracts and any other instruments necessary or desirable to engage in the oil, gas, mining or timber business, and to do any other acts or thing which may be now or hereafter recognized or contemplated as common or proper practices among those engaged in the business of prospecting for, developing, producing, processing, transporting or marketing any such oil, gas, mineral or timber interests;

5. To abandon any property which the Trustee shall deem to be worthless or not of sufficient value to warrant keeping or protecting; to abstain from the payment of taxes, liens, water rents, assessments, repairs and maintenance of any such property; to permit any such property to be lost by tax sale or other proceeding; or to convey any such property for a nominal consideration or without consideration;

6. To invest and reinvest the Trust Estate, from time to time, in every kind of property, in every kind of investment, including (without limiting the generality of the foregoing language), domestic and foreign corporate obligations of every kind, stocks, preferred or common, shares of investment trusts, investment companies and mutual funds, mortgages and mortgage participations, which men of prudence, discretion and intelligence acquire for their own account, and any common trust fund administered by any Trustee under this Trust Agreement;

7. To exercise any and all voting rights, whether by discretionary proxy or otherwise, including, without limitation, the right to vote in favor of any readjustment or reclassification of the stock of, or any reorganization, recapitalization, consolidation or merger or any corporation even though the exercise of any such right may result in the acquisition of limited or complete voting privileges by stock (whether held hereunder or by other persons) which heretofore had limited or nonvoting privileges; to become a party to, or deposit securities or other property under, any voting trust agreement (whether or not extending beyond the terms of the Trust created by this Trust Agreement) and to

participate in any rescission, termination, amendment or cancellation of any such voting trust agreement;

8. To exercise or dispose of any or all options, privileges or rights, whether to assent, subscribe, convert or otherwise, or of any other nature or to refrain from exercising such options, privileges or rights;

9. To operate in any form of business organization which the Trustee considers appropriate or deems advisable in connection with the administration or distribution of any property and to transfer any property to any such business organization;

10. To adjust, compromise, and settle or refer to arbitration any claim in favor of or against the trust upon such terms and conditions as the Trustee shall deem advisable, and to commence or defend such legal proceedings as the Trustee shall deem advisable;

11. To employ accountants, investment advisors, brokers, bankers, custodians, attorneys, specialists and other agents as the Trustee shall deem necessary or desirable; to hold property in the name of the Trustee or to the extent permitted by law in his name without designation of any fiduciary capacity; to keep a checking or savings account of reasonable size with the commercial or savings department of the Trustee bank itself, but only with indication of the fiduciary nature of the account or accounts;

12. To carry, at the expense of the trust, insurance of such kind and in such amounts as the Trustee shall deem advisable to protect the Trust Estate and the Trustee against any hazard;

13. Except as otherwise specifically provided in this Trust Agreement, the determination of all matters with respect to what is principal and income of the Trust Estate and the apportionment and allocation of receipts, expenses and other charges between these accounts shall be governed by the provisions of the California Principal and Income Law from time to time existing; Any such matter not provided for in this Trust Agreement or in the Principal and Income Law, including the power to charge in whole or in part against the principal or amortize or charge to income, premiums paid on the purchase of bonds or other obligations, shall be determined by the Trustee, in the Trustee's discretion;

14. To make distributions to or for a minor or other beneficiary under disability in any of the following ways: directly to said beneficiary, if the Trustee, in the Trustee's discretion, considers said beneficiary of sufficient maturity to accept and manage the distribution; by making payments to the guardian of his person or to any suitable person with whom he resides; by payment of expenses for such beneficiary's health, care, support or education, by purchasing or distributing any securities including federal, state or municipal bonds, and by registering any such securities under the terms of any law or laws relating to the

registration of securities owned by minors or otherwise; by depositing payments in any bank account in the name of the beneficiary or in such other form that the beneficiary shall have unqualified ownership thereof even though record title, management or custody of such bank account may be reserved during the period of minority or disability to a legal or natural guardian or other representatives; and any and all other ways authorized by law;

15. To receive other property acceptable to the Trustee as additions to any trust created under this Trust Agreement by gift or will or otherwise and to hold and administer the same under the provisions hereof;

16. In any case in which the Trustee is required, pursuant to the provisions of this Trust Agreement to divide any trust property into parts or shares for the purpose of distribution or otherwise, the Trustee is authorized, in the Trustee's discretion, to make the division or distribution in cash, in kind, including undivided interests in any property, or partly in kind and partly in cash, and for this purpose may make such sale of the Trust Estate as the Trustee may deem necessary on such terms and conditions as the Trustee shall see fit; for purposes of this division or distribution to value at current values the Trust Estate or any part thereof reasonably or in good faith, and such valuation shall be conclusive upon all parties;

17. To use the principal of each separate share or of each separate trust provided for in this Agreement, provided the same amount is taken from each separate share and from each separate trust of any share, as follows:

(a) To purchase and to retain an investment of any securities or other property, real or personal, belonging to the estate of the Trustor;

(b) To make loans to the Trustor's executors or administrators on such terms as the corporate banking Trustee deems advisable.

18. To borrow money and to encumber and hypothecate the Trust Estate by mortgage, deed of trust, pledge, or otherwise;

19. To buy, sell (including short sales) and trade in precious metals, stocks, bonds (including United States Government obligations such as Treasury ["flower"] bonds), and any other securities and/or commodities and/or contracts relating to the same, on margin or otherwise.

20. To delegate any non-discretionary power to any person named as alternate or Successor Trustee, including, without limitation, the power to sign checks, withdrawal slips, instructions for the receipt of delivery of securities or other property, and instructions for the payment or receipt of money, and the power to have access to any safe deposit box or other place where property of any Trust created pursuant to this Trust Agreement is deposited.

21. To execute, deliver, and grant to any individual or corporation a revocable or irrevocable power of attorney to transact any and all business on behalf of the Trust Estate or the various Trusts created in this Trust Agreement. Said grant of a power of attorney shall cease and become wholly ineffective upon the resignation, removal, death, or inability of the Trustee granting the power. The power of attorney may grant to the attorney-in-fact any or all of the rights, powers, and discretion that the Trustee could have exercised pursuant to the terms of the Trust Agreement.

22. Trustee's Powers with Respect to Stock of S Corporation.

a. If, pursuant to the terms of this Trust Agreement, the stock of an S Corporation becomes distributable to any Trust of which there is a single income beneficiary who is a United States citizen or resident and such Trust is not a qualified S Corporation Trust as defined in Section 1361(d)(3) or a successor provision, then the Trustee, in lieu of such distribution, shall distribute such stock to a separate trust for such beneficiary the terms of which require that (1) during the life of the current income beneficiary there shall be only one income beneficiary of the Trust to whom all of the Trust income shall be distributed currently, (2) during the life of the income beneficiary, principal shall only be distributed as the Trustee determines to be necessary for the health, maintenance, support and education of the beneficiary, (3) there shall be no distribution to a person other than such income beneficiary during the life of the income beneficiary, (4) the income interest of the current income beneficiary shall terminate on the earlier of such beneficiary's death or the termination of the Trust and in the event of termination during such beneficiary's life, all assets of such Trust shall be distributed to such beneficiary, and (5) the Trust shall contain such additional or alternative provisions as may from time to time be required for Qualified Subchapter S Trusts under Section 1361(d)(3) of the Code, or any successor provision.

b. If the stock of the S Corporation becomes distributable to a Trust of which there are multiple income beneficiaries one or more of whom are United States citizens or residents and such Trust does not meet the requirements of Section 1361(d)(3) of the Code, then the Trustee in lieu of such distribution shall distribute such stock to separate trusts for such beneficiaries who are United States citizens or residents (in such shares as in the Trustee's judgment best reflect the intentions of the Trustor) with the provisions set forth in the paragraph above.

c. If the stock of an S Corporation becomes distributable to any Trust of which one or more income beneficiaries are not United States citizens or residents, then the Trustee, in the Trustee's discretion, may omit to distribute such stock to Trusts for such beneficiaries and, after making any reasonable and appropriate effort to distribute other property of equal value to such beneficiaries, may distribute such stock to one or

more individuals or Trusts qualified to receive S Corporation stock under Section 1361(d)(3) in such shares and in such manner as in the Trustee's judgment best reflects the intentions of the Trustor.

ARTICLE VI

GENERAL PROVISIONS

A. Construction.

1. In this Trust Agreement, in all matters of interpretation, whenever necessary to give effect to any provision of this Trust Agreement, the masculine shall include the feminine and neuter and vice versa, the singular shall include the plural, and the plural shall include the singular.
2. The headings, titles and subtitles are inserted solely for convenient reference and shall be ignored in any construction of this Trust Agreement.
3. Whenever this Trust Agreement refers to a provision contained in a specific article, the reference shall be to that article of this Trust Agreement.
4. All references to specific statutes, codes or regulations shall include any successor statutes, codes or regulations.
5. All references to Trustee, Trustees, successor Trustee, successor Trustees, or special Trustees, or any other fiduciary shall refer to the individuals or institutions serving from time to time in such capacity under this Trust Agreement.
6. Whenever this Trust Agreement directs that distributions be made to the Trustor's then living issue upon the principle of representation, distributions shall be made in equal shares to the Trustor's children, excluding each child who is not living on the happening of the event requiring distribution and who has no issue then living, but including, by right of representation, the then living issue of each deceased child.
7. Except as otherwise specifically provided in this Trust Agreement, if any person named herein fails to survive a Trustor for thirty (30) days, then, for all purposes of this trust, the person shall be considered to have predeceased such Trustor.
8. Any direction regarding the distribution of a trust shall refer to the trust as constituted on the date of the distribution, and the direction shall not affect previous distributions from the Trust. If at the time any trust is established, the time fixed for a distribution of the principal has passed, then the distribution shall be made on the establishment of that trust.

9. Except as otherwise specifically provided in this Trust Agreement, the determination of all matters with respect to what is principal and income of the Trust Estate and the apportionment and allocation of receipts, expenses and other charges between these accounts shall be governed by the provisions of the California Principal and Income Law from time to time existing. Any such matter not provided for in this Trust Agreement or in the Principal and Income Law, including the power to charge in whole or in part against the principal or amortize or charge to income, premiums paid on the purchase of bonds or other obligations, shall be determined by the Trustee, in the Trustee's discretion.

10. Early Termination of Trusts. The Trustee shall have the power, in the Trustee's discretion, to terminate any trust created under this Trust whenever the fair market value of the trust falls below twenty-five thousand dollars (\$25,000.00), or becomes so small in relation to the costs of administration as to make continuing administration uneconomical. Upon termination, the Trustee shall distribute the principal and any accrued or undistributed net income to the income beneficiaries in proportion to their shares of the income. If no fixed amount of income is payable to specific beneficiaries, the Trustee shall distribute the principal and any accrued or undistributed net income in equal shares to those beneficiaries who would then be entitled to income payments from the trust.

B. Additions to Trust Estate.

Other property may be added to the Trust Estate by any person, by the Will or Codicil of either Trustor, by the proceeds of any life insurance, or otherwise.

C. Deferral of Division or Distribution of Trust Assets.

Whenever a Trustee is directed to make a distribution or a division of the Trust Estate or any portion thereof into separate trusts or shares on the death of the Trustor, the Trustee may, in the Trustee's discretion, defer such distribution or division until twelve (12) months after the event triggering the distribution or division.

When the Trustee defers distribution or division, the deferred distribution or division shall be made as if it had taken place at the time prescribed in this Trust Agreement in the absence of this paragraph, and all rights given to the beneficiaries of the Trust Estate or any portion thereof under other provisions of this Trust Agreement shall be deemed to have accrued and vested as of such prescribed time.

D. Notice to Trustees of Births, Deaths and Other Events Affecting Interests.

Unless the Trustees shall have received actual written notice of the occurrence of an event affecting the beneficial interests of this trust, the Trustees shall not be liable to any beneficiary of this trust for distribution made as though the event has not occurred.

E. Rule Against Perpetuities.

Unless terminated earlier in accordance with other provisions of this Trust Agreement, all trusts created under this Instrument shall terminate twenty-one (21) years after the death of the Trustor and of the Trustor's issue living on the date of the death of the Trustor. All principal and undistributed income of a terminated trust shall be distributed to the then income beneficiaries of that trust in the same proportions in which they are, at the time of termination, entitled to receive the income; provided, however, that if the rights of income are not then fixed by the terms of the trust distribution under this paragraph shall be made, by right of representation, to such issue of the Trustor as are then entitled or authorized in the Trustee's discretion to receive income distributions, or, if there are no such issue of the Trustor, in equal shares to those beneficiaries who are then entitled or authorized in the Trustee's discretion to receive trust payments.

F. Choice of Law.

The validity of this Trust and the construction of its beneficial provisions shall be governed by the laws of the State of California in force on the date of execution of this Trust Agreement. This section shall apply regardless of any change of residence of the Trustees and the beneficiary, or the appointment or substitution of the Trustees residing or doing business in another state.

G. Conferring Jurisdiction.

California Probate Code Sections 17000, et seq., or any successor or substitute provisions of that code authorizing optional probate court jurisdiction over living trusts, hereby are made expressly applicable to all trusts created by this Trust Agreement.

H. Definitions.

1. Definition of Inability:

For purposes of this Trust Agreement, the determination as to whether a Trustor has become "physically or mentally incapacitated" or is "again able to manage his or her own affairs" or whether or not a Trustee is "unable" to serve as Trustee shall be made by two (2) licensed physicians. The determination shall be evidenced by a written statement from both physicians, submitted to and accepted by the Successor Trustee or Co-Trustees, stating that the Trustee is physically and/or mentally incapacitated and cannot handle the affairs of the Trust Estate or any trust created in this Trust Agreement in an efficient and responsible manner.

2. HIPAA RELEASE AUTHORITY.

The Trustors intend for the Trustee of this Trust to be treated as they would be with respect to their rights regarding the use and disclosure of

individually identifiable health information or other medical records. This release authority applies to any information governed by the Health Insurance Portability and Accountability Act of 1996 (aka HIPAA), 42 USC 1320d and 45 CFR 160-104. The Trustors authorize any physician, health-care professional, dentist, health plan, hospital, clinic, laboratory, pharmacy or other covered health-care provider, any insurance company and the Medical Information Bureau Inc. or other health-care clearinghouse that has provided treatment or services to them, or that has paid for or is seeking payment from them for such services, to give, disclose and release to the Trustee, without restriction, all of their individually identifiable health information and medical records regarding any past, present or future medical or mental health condition, including all information relating to the diagnosis and treatment of HIV/AIDS, sexually transmitted diseases, mental illness, and drug or alcohol abuse.

The authority given the Trustee as the Trustors' agent shall supersede any prior agreement that they may have made with health-care providers to restrict access to their disclosure of individually identifiable health information. The authority given the Trustee has no expiration date and shall expire only in the event that the Trustors revoke the authority in writing and deliver it to the health-care provider.

3. Child, Grandchild and Issue:

In this Trust Agreement, the term "child," includes (i) lawful blood descendants, (ii) persons legally adopted before attaining majority, whether born or adopted before or after the date of execution of this Trust Agreement, and (iii) illegitimate offspring provided that a parent-child relationship is determined to exist with the parent in question under the California Uniform Parentage Act in effect from time to time; provided, however, that if the parent in question is competent for more than one year (at any time) after an illegitimate offspring is born, such offspring shall be considered a child only if the parent has, for some period, had a normal parent-child relationship with such offspring. "Child" specifically excludes foster children and stepchildren. "Grandchild" refers to a child's child. "Issue" includes a person's lineal descendants, determined as provided in this paragraph, of all generations.

4. Other:

The use of the word "shall" in this Trust Agreement indicates a mandatory direction, while the use of the word "may" in this Trust Agreement indicates a permissive, but not mandatory, grant of authority.

1. Invalidity of Any Provision.

If any provision of this Trust Agreement shall be determined to be invalid or unenforceable either in whole or in part, then this Trust Agreement shall be deemed amended to delete or modify, as necessary, the invalid or unenforceable provisions or

portions thereof only to the extent necessary to make such provision valid or enforceable, and shall not affect the validity or enforceability of the remainder of this Trust Agreement and so far as is reasonable and possible, (i) the remainder of this Trust Agreement shall be considered valid and enforceable, and (ii) effect shall be given to the intent manifested by the portion held invalid or unenforceable.

J. No-Contest.

If, without probable cause (as defined in California Probate Code §21311(b) or any successor statute), any beneficiary of any trust created by this document, singly or in conjunction with any other person or persons, files a direct contest (as defined in California Probate Code §21310 or any successor statute), that alleges the invalidity of this document or any one or more of its terms or that alleges the invalidity of any will of the trustor or any one or more of its terms, which is in existence on the date this document is executed, then the right of that person to take any interest given to him or her by this document shall be determined as it would have been determined had the person predeceased the execution of this declaration of trust without surviving issue.

The Trustee is authorized to defend, at the expense of the trust estate, any contest or other attack of any nature on this trust or any of its provisions.

K. Spendthrift Provision.

No interest in the principal or income of any trust created under this document shall be anticipated, assigned or encumbered, or subject to any creditor's claim or to legal process prior to its actual receipt by the beneficiary.

L. Apply for Government Assistance.

The Trustee shall have the power to deal with governmental agencies. To make applications for, receive and administer any of the following benefits, if applicable: Medi-Cal, Social Security, Medicare, Medicaid, Supplemental Security Income, In-Home Support Services, and any other government resources and community support services available to the elderly; e.g. California Department on Aging, Federal Older Americans Act, Nursing Home Ombudsman, "Senior Day Care" programs, and senior centers.

M. Power to obtain Benefits under Welfare and Institutions Code Section 14006.2.

The Trustee shall have the power to explore and implement Medi-Cal planning strategies and options and to plan and accomplish asset preservation in the event the Trustor needs long-term health and nursing care. Such planning shall include, but is not necessarily limited to, the power and authority to: (1) make home improvements and additions to the Trustor's family residence; (2) pay off partly or in full the encumbrance, if any, on the Trustor's family residence; (3) purchase a family

residence, if the Trustor does not own one; (4) purchase a more expensive family residence; and (5) make gifts of assets for estate planning purposes.

N. Accounting.

Any accounting pursuant to Probate Code §18060 and following that is sent to and received by the beneficiaries shall be deemed to have been approved by the beneficiaries and be conclusive on all parties, born or unborn, who may have an interest in the trust, unless notice in writing specifying objections has been filed with the Trustee within one hundred and eighty (180) days after the account is submitted to the beneficiaries. The assent, express or implied, of a guardian or natural parent of a minor beneficiary shall bind the latter with respect to future claims.

ARTICLE VII

NAME OF TRUST

The trust as amended and restated by the Twenty-Fourth Amendment and Restatement of the Trust Agreement may be referred to as "THE MAYNORD 1988 FAMILY REVOCABLE TRUST."


JOAN L. MAYNORD, TRUSTEE

IN WITNESS WHEREOF, I certify that I have read the foregoing TWENTY-FOURTH AMENDMENT AND RESTATEMENT OF THE MAYNORD 1988 FAMILY REVOCABLE TRUST, Trust Agreement in all its particulars and request that the Trustee execute it.

Dated: 3-17-16, 2016.


JOAN L. MAYNORD, TRUSTOR

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

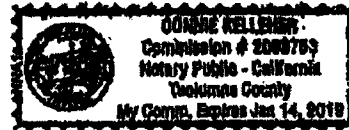
STATE OF CALIFORNIA
COUNTY OF TUOLUMNE

On March 17, 2016, before me, Connie Kelleher, a notary public, personally appeared JOAN L. MAYNORD 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 capacities, 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 Connie Kelleher (Seal)



FW-001

Request to Waive Court Fees

CONFIDENTIAL

B-1 FAX

If you are getting public benefits, are a low-income person, or do not have enough income to pay for your household's basic needs and your court fees, you may use this form to ask the court to waive your court fees. The court may order you to answer questions about your finances. If the court waives the fees, you may still have to pay later if:

- You cannot give the court proof of your eligibility,
Your financial situation improves during this case, or
You settle your civil case for \$10,000 or more. The trial court that waives your fees will have a lien on any such settlement in the amount of the waived fees and costs. The court may also charge you any collection costs.

Clerk stamps date here when form is filed.

Fill in court name and street address:

Superior Court of California, County of Tuolumne
41 Yancey Ave,
Sonora CA 95370

1 Your information (person asking the court to waive the fees):

Name: Dana Anthony Berry Sr.
Street or mailing address: 237 Town Center West #107
City: Santa Maria State: CA Zip: 93458
Phone number: 714-269-7979

Fill in case number and name:

Case Number: PR11414
Case Name: THE ANTHONY BERRY FAMILY TRUST

2 Your Job, if you have one (job title): Retired

Name of employer:
Employer's address:

3 Your Lawyer, if you have one (name, firm or affiliation, address, phone number, and State Bar number):

a. The lawyer has agreed to advance all or a portion of your fees or costs (check one): Yes [] No []

b. (If yes, your lawyer must sign here) Lawyer's signature:

If your lawyer is not providing legal-aid type services based on your low income, you may have to go to a hearing to explain why you are asking the court to waive the fees.

4 What court's fees or costs are you asking to be waived?

- [X] Superior Court (See Information Sheet on Waiver of Superior Court Fees and Costs (form FW-001-INFO).)
[] Supreme Court, Court of Appeal, or Appellate Division of Superior Court (See Information Sheet on Waiver of Appellate Court Fees (form APP-015/FW-015-INFO).)

5 Why are you asking the court to waive your court fees?

a. [X] I receive (check all that apply; see form FW-001-INFO for definitions): [] Food Stamps [] Supp. Sec. Inc.
[] SSP [] Medi-Cal [] County Relief/Gen. Assat. [] IHSS [] CalWORKS or Tribal TANF [] CAPI

b. [] My gross monthly household income (before deductions for taxes) is not more than the amount listed below. (If you check 5b, you must fill out 7, 8, and 9 on page 2 of this form.)

Table with 6 columns: Family Size, Family Income, Family Size, Family Income, Family Size, Family Income. Rows show income thresholds for family sizes 1-6.

c. [X] I do not have enough income to pay for my household's basic needs and the court fees. I ask the court to: (check one and you must fill out page 2):

- [X] waive all court fees and costs
[] waive some of the court fees
[] let me make payments over time

6 Check here if you asked the court to waive your court fees for this case in the last six months.

(If your previous request is reasonably available, please attach it to this form and check here.) []

I declare under penalty of perjury under the laws of the State of California that the information I have provided on this form and all attachments is true and correct.

Date: 2-19-2017

Dana Anthony Berry Sr.
Print your name here DANA A. BERRY SR.

Signature of Dana Anthony Berry Sr.

FW-001

Request to Waive Court Fees

CONFIDENTIAL

8-1 FAX

If you are getting public benefits, are a low-income person, or do not have enough income to pay for your household's basic needs and your court fees, you may use this form to ask the court to waive your court fees. The court may order you to answer questions about your finances. If the court waives the fees, you may still have to pay later if:

- You cannot give the court proof of your eligibility,
Your financial situation improves during this case, or
You settle your civil case for \$10,000 or more. The trial court that waives your fees will have a lien on any such settlement in the amount of the waived fees and costs. The court may also charge you any collection costs.

Clerk stamps date here when form is filed.

Fill in court name and street address:

Superior Court of California, County of Tuolumne
41 Yancy Ave,
Sonoma CA 95370

1 Your Information (person asking the court to waive the fees):

Name: Dana Anthony Berry Sr.
Street or mailing address: 237 Town Center West #107
City: Santa Maria State: CA Zip: 93458
Phone number: 714-269-7979

Fill in case number and name:

Case Number: PR11414
Case Name: THE APPROVED 1984 FAMILY TRUST

2 Your Job, if you have one (job title): Retired

Name of employer:
Employer's address:

3 Your Lawyer, if you have one (name, firm or affiliation, address, phone number, and State Bar number):

a. The lawyer has agreed to advance all or a portion of your fees or costs (check one): Yes No

b. (If yes, your lawyer must sign here) Lawyer's signature:

If your lawyer is not providing legal-aid type services based on your low income, you may have to go to a hearing to explain why you are asking the court to waive the fees.

4 What court's fees or costs are you asking to be waived?

- Superior Court (See Information Sheet on Waiver of Superior Court Fees and Costs (form FW-001-INPO).)
Supreme Court, Court of Appeal, or Appellate Division of Superior Court (See Information Sheet on Waiver of Appellate Court Fees (form APP-015/FW-015-INPO).)

5 Why are you asking the court to waive your court fees?

I receive (check all that apply; see form FW-001-INPO for definitions): Food Stamps Supp. Sec. Inc.
SSP Medi-Cal County Relief/Gen. Assist. IHSS CalWORKS or Tribal TANF CAPI

My gross monthly household income (before deductions for taxes) is not more than the amount listed below. (If you check 5b, you must fill out 7, 8, and 9 on page 2 of this form.)

Table with 7 columns: Family Size, Family Income, Family Size, Family Income, Family Size, Family Income, and If more than 6 people at home, add \$433.34 for each extra person.

I do not have enough income to pay for my household's basic needs and the court fees. I ask the court to:

- waive all court fees and costs
waive some of the court fees
let me make payments over time

6 Check here if you asked the court to waive your court fees for this case in the last six months.

(If your previous request is reasonably available, please attach it to this form and check here:)

I declare under penalty of perjury under the laws of the State of California that the information I have provided on this form and all attachments is true and correct.

Date: 2-19-2017

Dana Anthony Berry Sr.

Print your name here DANA A. BERRY SR

Signature of Dana Anthony Berry Sr.

Sign here

Case Number:
PR11414

Your name: Dana Anthony Berry Sr.

If you checked 5a on page 1, do not fill out below. If you checked 5b, fill out questions 7, 8, and 9 only. If you checked 5c, you must fill out this entire page. If you need more space, attach form MC-025 or attach a sheet of paper and write Financial Information and your name and case number at the top.

7 Check here if your income changes a lot from month to month. If it does, complete the form based on your average income for the past 12 months.

8 Your Gross Monthly Income
a. List the source and amount of any income you get each month, including: wages or other income from work before deductions, spousal/child support, retirement, social security, disability, unemployment, military basic allowance for quarters (BAQ), veterans payments, dividends, interest, trust income, annuities, net business or rental income, reimbursement for job-related expenses, gambling or lottery winnings, etc.
(1) DANA BERRY \$ 1,107.00
(2) _____ \$ _____
(3) _____ \$ _____
(4) _____ \$ _____
b. Your total monthly income: \$ _____

9 Household Income
a. List the income of all other persons living in your home who depend in whole or in part on you for support, or on whom you depend in whole or in part for support.
Name Age Relationship Gross Monthly Income
(1) PATRICIA BERRY WIFE \$ 3765.00
(2) _____ \$ _____
(3) _____ \$ _____
(4) _____ \$ _____
b. Total monthly income of persons above: \$ 3765.00
Total monthly income and household income (8b plus 9b): \$ 4872.00

To list any other facts you want the court to know, such as unusual medical expenses, etc., attach form MC-025 or attach a sheet of paper and write Financial Information and your name and case number at the top.
Check here if you attach another page.
Important! If your financial situation or ability to pay court fees improves, you must notify the court within five days on form FW-010.

10 Your Money and Property
a. Cash \$ 0
b. All financial accounts (List bank name and amount):
(1) Chase \$ 150.00
(2) Wells \$ 25.00
(3) Chase \$ 825.00
c. Cars, boats, and other vehicles
Make / Year Fair Market Value How Much You Still Own
(1) Toyota 2003 \$ 1,000.00 \$ 0
(2) Honda 2005 \$ 2,200.00 \$ 0
(3) Ford Focus 2004 \$ 1,600.00 \$ 0
d. Real estate
Address Fair Market Value How Much You Still Own
(1) 0 \$ 0 \$ 0
(2) 0 \$ 0 \$ 0
e. Other personal property (jewelry, furniture, furs, stocks, bonds, etc.):
Describe Fair Market Value How Much You Still Own
(1) 0 \$ 0 \$ 0
(2) 0 \$ 0 \$ 0

11 Your Monthly Deductions and Expenses
a. List any payroll deductions and the monthly amount below:
(1) Patricia Berry - 1340.00 \$ 2425.00
(2) 0 \$ 0
(3) 0 \$ 0
(4) 0 \$ 0
b. Rent or house payment & maintenance \$ 1,160.00
c. Food and household supplies \$ 700.00
d. Utilities and telephone \$ 378.00
e. Clothing \$ 50.00
f. Laundry and cleaning \$ 200.00
g. Medical and dental expenses \$ 200.00
h. Insurance (life, health, accident, etc.) \$ 370.00
i. School, child care \$ 0
j. Child, spousal support (another marriage) \$ 0
k. Transportation, gas, auto repair and insurance \$ 630.00
l. Installment payments (list each below):
Paid to: _____ \$ _____
(1) 0 \$ 0
(2) 0 \$ 0
(3) 0 \$ 0
m. Wages/earnings withheld by court order \$ 0
n. Any other monthly expenses (list each below):
Paid to: _____ How Much?
(1) Cable \$ 92.50
(2) Entertainment \$ 100.00
(3) _____ \$ _____
Total monthly expenses (add 11a--11n above): \$ 4200.00

EXHIBIT C

1 Eric T. Nielsen SBN 232989
2 **GIANELLI | NIELSEN**
3 A Professional Law Corporation
4 1014 - 16th Street
5 Modesto, CA 95354
6 Telephone: (209) 521-6260
7 Facsimile: (209) 521-5971
8 Email: enielsen@gianelli-law.com
9 Attorneys for Respondent/Trustee Wrens

FILED

JUN 18 2018

Superior Court of California
County of Tuolumne

By:  Clerk

8 **SUPERIOR COURT OF CALIFORNIA, COUNTY OF TUOLUMNE**

10 In Re Trust Estate of:

Case No. PR11414

11 **MAYNORD 1986 FAMILY TRUST,**
12 As amended and restated

**STATUS REVIEW
HEARING STATEMENT**

13 Date: June 15, 2018
14 Time: 1:30 p.m.
15 Department: 3

**NOTICE OF INTENTION TO APPEAR
AT HEARING VIA COURTCALL**

Assigned For All Purposes To:

16
17
18 Honorable Kate Powell Segerstrom
19 Judge of the Superior Court
20 Department 3

21
22 Shana Lee Wren, Respondent and Trustee under THE MAYNORD 1986 FAMILY TRUST,
23 dated March 11, 1986, and the amendments/restatements/trusts therein ("Respondent"), submits the
24 following statement regarding the review hearing as to the Petition filed in the above-entitled action
25 by Dana Anthony Berry, Sr. ("Petitioner Berry"):

26 The appeal, relating to the dismissal of the Petition filed by Mauri Joan Barefoot ("Petitioner
27 Barefoot") in the above-referenced action, is still pending with the Fifth District Court of Appeal,
28 Case No. F076395. As of April 10, 2018, the case was fully brief by the parties. On May 16, 2018,

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1 and May 18, 2018, waivers (conditional) as to oral argument were filed by Respondent and
2 Appellant, respectively. As such there will be no oral argument to present to the Appellate Court.
3 Based on the Appellate Court's finding that the case was statutorily entitled to preference, it is
4 anticipated that the Court will render its decision within sixty (60) days.

5 Pending the Court's decision on the appeal, as detailed above, and in the interests of judicial
6 economy and efficiency, Respondent respectfully requests that the Court set a Further Status Review
7 Hearing relating to the Petition of Dana Anthony Berry, Sr.

8 DATE: 6/07/18

Respectfully Submitted,

9
10 GIANELLI | NIELSEN
A Professional Law Corporation

11
12
13 By: 

Eric T. Nielsen
Attorneys for Respondent/Trustee
Shana Wrens

SIANELE J. NIELSEN
A Professional Law Corporation
1014 - 16th Street
Modesto, CA 95354

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PROOF OF SERVICE

I am employed in the County of Stanislaus, State of California. I am over the age of 18 and not a party to the within action. My business address is 1014 16th Street, Modesto, CA 95354.

On the date indicated below, I served the *Status Review Hearing Statement* on all interested parties in this action, as set forth below, by placing a true copy thereof enclosed in a sealed envelope delivered as follows:

X **Via United States Postal Service:** The document/discovery/pleading identified above was enclosed in a sealed envelope with postage thereon fully prepaid, addressed as stated below. I caused such envelope to be deposited in the U.S. Mail at Modesto, California through the firm's ordinary course of business.

___ **By Electronic Service.** I caused the document/discovery/pleading identified above to be sent to the persons at the electronic notification address(es) listed below.

___ **Via Hand Delivery.** I personally delivered the above document(s) to the following name(s) and addressee(s) during normal business hours.

___ **Via Overnight Delivery.** Such document/discovery/pleading was enclosed in a sealed envelope with delivery charges thereon fully prepaid, addressed as stated below. I caused such envelope to be presented to an overnight delivery service through the firm's ordinary course of business.

___ **Via Facsimile.** No. (209) 521-5971 during normal business hours on the date set forth below. The document(s) was transmitted via facsimile to the address and number set forth below. The document(s) was transmitted completely and without error.

Dana Anthony Berry, Sr.
237 Town Center West, #107
Santa Maria, CA 93458

Self-Represented

Courtesy Copy:
Dana Anthony Berry, Sr.
3040 Broken Arrow Street
Norco, CA 92860

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed this 7th day of June, 2018, at Modesto, California.


Rosa Egozcue

EXHIBIT D

Superior Court of California
County of Tuolumne

In the Matter of The Maynord 1986 Family Trust

Judge: Kate Powell Segerstrom

Clerk: Gloria Doehring

CSR:

Interpreter:

Type of Hearing: Review Hearing
Motion/OSC Detail: Other
Additional Information: Status Review/Trial Re-Setting

CASE NO.: PR11414

DATE: June 15, 2018

APPEARANCES:

- Petitioner Dana Berry not present with by Counsel in Pro Per, via Court Call
 Petitioner Joan Barefoot not present with by Counsel (Dineah Singhal)
 Respondent Jana Jennings not present with by Counsel Eric Nelson, via Court Call
 Respondent Shana Wren not present with by Counsel Eric Nelson, via Court Call
 Other

CONTINUANCE:

- Case is continued to 9/28/2018 at 11:15 a.m. p.m. Dept. 3 for Status Review/Trial Re-Setting

COURT MAKES THE FOLLOWING FINDINGS:

Appeal still pending.

Clerk to mail a copy of minute order to the parties.

Superior Court of California
County of Tuolumne

In the Matter of The Maynord 1986 Family Trust	Judge: Kate Powell Segerstrom
	Clerk: Gloria Doehring
	CSR:
	Interpreter:
Type of Hearing: Review Hearing	CASE NO.: PR11414
Motion/OSC Detail: Other	DATE: June 15, 2018
Additional Information: Status Review/Trial Re-Setting	

APPEARANCES:

Petitioner Dana Berry not present with by Counsel in Pro Per, via Court Call

Petitioner Joan Barefoot not present with by Counsel (Dinesh Singhal)

Respondent Jana Jennings not present with by Counsel Eric Nelson, via Court Call

Respondent Shana Wren not present with by Counsel Eric Nelson, via Court Call

Other

CONTINUANCE:

Case is continued to 9/28/2018 at 11:15 a.m. p.m. Dept. 3 for Status Review/Trial Re-Setting

COURT MAKES THE FOLLOWING FINDINGS:

Appeal still pending.

Clerk to mail a copy of minute order to the parties.

EXHIBIT E

FILED

SEP 13 2018

Superior Court of California
County of Tuolumne
by: 

By
Fax

1 Eric T. Nielsen SBN 232989
2 **GIANELLI | NIELSEN**
3 A Professional Law Corporation
4 1014 - 16th Street
5 Modesto, CA 95354
6 Telephone: (209) 521-6260
7 Facsimile: (209) 521-5971
8 Email: enielson@gianelli-law.com
9 Attorneys for Respondent/Trustee Wrens

8 **SUPERIOR COURT OF CALIFORNIA, COUNTY OF TUOLUMNE**

10 In Re Trust Estate of:

Case No. PR11414

11 **MAYNORD 1986 FAMILY TRUST,**
12 As amended and restated

**STATUS REVIEW
HEARING STATEMENT**

Date: September 28, 2018
Time: 11:15 a.m.
Department: 3

**NOTICE OF INTENTION TO APPEAR
AT HEARING VIA COURTCALL**

Assigned For All Purposes To:

Honorable Kate Powell Segerstrom
Judge of the Superior Court
Department 3

22 Shana Lee Wren, Respondent and Trustee of the TWENTY-FOURTH AMENDMENT AND
23 RESTATEMENT OF THE MAYNORD 1986 FAMILY TRUST, dated March 17, 2016

24 ("Respondent"), submits the following statement regarding the review hearing as to the Petition filed
25 in the above-entitled action by Dana Anthony Berry, Sr. ("Petitioner Berry"):

26 On August 14, 2018, the Fifth District Court of Appeal issued their Opinion in the Appeal,
27 Case No. F076395, affirming the Judgment / dismissal of the Petition filed by Mauri Joan Barefoot
28 in the above-referenced action (which has since been published). The last day for appellant to file a

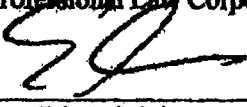
1 petition for review by the California Supreme Court is September 24, 2018 and an update as to
2 whether or not this petition has been filed will be provided by the undersigned at the Status Review
3 Hearing.

4 Assuming that a petition to the California Supreme Court is not made in the above described
5 appeal, Respondent respectfully requests that this matter be set for a long cause hearing during the
6 early part of next year so that some limited discovery can be conducted.

7 DATE: 9/13/18

Respectfully Submitted,

8
9 GIANELLI | NIELSEN
A Professional Law Corporation

10
11 By: 
12 Eric T. Nielsen
13 Attorneys for Respondent/Trustee
14 Shana Wren
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1 **PROOF OF SERVICE**

2 I am employed in the County of Stanislaus, State of California. I am over the age of 18
3 and not a party to the within action. My business address is 1014 16th Street, Modesto, CA
4 95354.

5 On the date indicated below, I served the *Status Review Hearing Statement* on all
6 interested parties in this action, as set forth below, by placing a true copy thereof enclosed in a
7 sealed envelope delivered as follows:

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9 above was enclosed in a sealed envelope with postage thereon fully prepaid, addressed as stated
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15 following name(s) and addressee(s) during normal business hours.

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20 Via Facsimile. No. (209) 521-5971 during normal business hours on the date set
21 forth below. The document(s) was transmitted via facsimile to the address and number set forth
22 below. The document(s) was transmitted completely and without error.

23 Dana Anthony Berry, Sr. Self-Represented
24 237 Town Center West, #107
25 Santa Maria, CA 93458
26 Email: tonyberry1952@yahoo.com

27 Courtesy Copy:
28 Dana Anthony Berry, Sr.
3040 Broken Arrow Street
Norco, CA 92860

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed this 13th day of September, 2018, at Modesto, California.


Raquel Erazaldo

GIANNELLI NIELSEN
A Professional Law Corporation
1014 16th Street
Modesto, CA 95354
Telephone: (209) 821-6280

EXHIBIT F

Superior Court of California
County of Tuolumne

In the Matter of The Maynord 1986 Family Trust

Judge: Kate Powell Segerstrom
Clerk: Gloria Doehring
CSR:
Interpreter:

Type of Hearing: Review Hearing
Motion/OSC Detail: Other
Additional Information: Status Review/Trial Re-Setting

CASE NO.: PR11414
DATE: September 28, 2018

APPEARANCES:

- Petitioner Joan M. Barefoot not present with by Counsel _____
 Petitioner Dana A. Berry, Sr. not present with by Counsel _____
 Respondent Jana S. Jennings not present with by Counsel Eric Nielsen- via Court Call
 Respondent Shana L. Wren not present with by Counsel Eric Nielsen- via Court Call

Case regularly called.

Court asks parties about the appeal status. Parties state that the deadline has passed and they believe that it has been published.

Respondent requests a trial date.

Mr. Berry emailed the respondents attorney stating that he was not timely with his request for Court Call which is why he is not present today.

IT IS ORDERED that this matter is set for Settlement Conference on February 1, 2019, at 1:30 p.m. in Dept. 3, before the Honorable Kate Powell Segerstrom.

IT IS FURTHER ORDERED that this matter is set for Trial on February 19, 2019, at 8:30 a.m. in Dept. 3, before the Honorable Kate Powell Segerstrom.

Court asks counsel if Mr. Barry will be retaining counsel for the trial. Counsel states they are unsure.

Court states on the record that it is thinking about retaining the Gianelli Nielsen firm for her families trust needs. At this stage the Segerstrom's have not yet retained the firm.

EXHIBIT G

FILED

DEC 17 2018

Superior Court of California
County of Tuolumne

[Signature] Clerk

By
FAX

Eric T. Nielsen SBN 232989
GIANELLI | NIELSEN
A Professional Law Corporation
1014 - 16th Street
Modesto, California 95354
Telephone: (209) 521-6260
Facsimile: (209) 521-5971
E-mail: enielsen@gianelli-law.com

Attorneys for Respondent/Trustee Shana Lee Wren

SUPERIOR COURT OF CALIFORNIA, COUNTY OF TUOLUMNE

In re Trust Estate of:

Case Number: PR11414

MAYNORD 1986 FAMILY TRUST, as amended and restated.

**STIPULATION TO CONTINUE/
VACATE MANDATORY SETTLEMENT
CONFERENCE AND TRIAL AND
SCHEDULE STATUS REVIEW
HEARING**

Mandatory Settlement Conference: 02-01-19
Time: 1:30 p.m.
Department: 3

Trial: 02-19-19
Time: 8:30 a.m.
Department: 3

IT IS HEREBY STIPULATED by and between Petitioner, Dana Anthony Berry, Sr., and Shana Lee Wren, Respondent and Trustee under THE MAYNORD 1986 FAMILY TRUST, dated March 11, 1986, and the amendments/restatements/trusts therein, through counsel, that the Mandatory Settlement Conference and Trial scheduled for February 1, 2019, at 1:30 p.m., and February 19, 2019, at 8:30 a.m., in Department 3 of the above-entitled Court, respectively, be continued/vacated and that a Status Review Hearing be scheduled by the Court to take place on February 1, 2019, in place of the currently scheduled Mandatory Settlement Conference.

//

Stipulation to Continue/Vacate Mandatory Settlement Conference and Trial and Schedule Status Review Hearing

The above information was received from the Madison School
District and is being furnished to you for your information.
The Madison School District is a public school district
located in the City of Madison, Wisconsin. It is a
public school district and is not a private school.
The Madison School District is a public school district
located in the City of Madison, Wisconsin. It is a
public school district and is not a private school.

THE MADISON SCHOOL DISTRICT is a public school district
located in the City of Madison, Wisconsin. It is a
public school district and is not a private school.
The Madison School District is a public school district
located in the City of Madison, Wisconsin. It is a
public school district and is not a private school.
The Madison School District is a public school district
located in the City of Madison, Wisconsin. It is a
public school district and is not a private school.

Madison, Wisconsin
September 1980

Madison, Wisconsin
September 1980

Madison, Wisconsin
September 1980

Supervisor, Madison School District
1000 North Broadway
Madison, Wisconsin

1 This stipulation is made pursuant to Tuolumne County Local Court rule
2 1.11.0(b)(2) in that good cause exists to continue/vacate the Mandatory Settlement
3 Conference and Trial and to schedule a Status Review Hearing. Specifically, related
4 party, Joan Mauri Barefoot has filed a Petition for Review with the California Supreme
5 Court of the Fifth District Court of Appeal's ruling that concluded favorably for the
6 Trust. On December 12, 2018, the California Supreme Court granted the Petition for
7 Review.

8 **IT IS FURTHER STIPULATED** and agreed by and between Petitioner, Dana
9 Anthony Berry, Sr., and Shana Lee Wren, Respondent and Trustee under THE
10 MAYNORD 1986 FAMILY TRUST, dated March 11, 1986, and the amendments/
11 restatements/trusts therein, that due to the current status of the petition for review in the
12 California Supreme Court that all matters be stayed and new dates for trial get set on
13 February 1, 2019, during a Status Review Hearing.

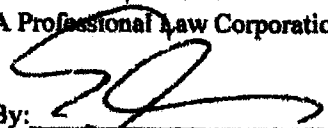
14 This stipulation may be executed in counterparts each of which shall be deemed
15 an original but all of which together shall constitute one and the same stipulation.

16 DATED:

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Dana Anthony Berry Sr., Petitioner
(Self-Represented)

DATED: 12/17/18

GIANELLI | NIELSEN
A Professional Law Corporation
By: 
Eric T. Nielsen
Attorneys for Respondent/Trustee
Shana Lee Wren

1 **PROOF OF SERVICE**

2 I am employed in the County of Stanislaus, State of California. I am over the age of 18
3 and not a party to the within action. My business address is 1014 16th Street, Modesto, CA
4 95354.

5 On the date indicated below, I served the *Stipulation to Continue/Vacate Mandatory*
6 *Settlement Conference and Trial and Schedule Status Review Hearing* on all interested parties
7 in this action, as set forth below, by placing a true copy thereof enclosed in a sealed envelope
8 delivered as follows:

9 X Via United States Postal Service: The document/discovery/pleading identified
10 above was enclosed in a sealed envelope with postage thereon fully prepaid, addressed as stated
11 below. I caused such envelope to be deposited in the U.S. Mail at Modesto, California through
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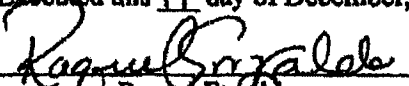
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24 Dana Anthony Berry, Sr. Self-Represented
25 5149 Bain Street
26 Mira Loma, CA 91752
27 Email: tonyberry1952@yahoo.com

28 Courtesy Copy: Dana Anthony Berry, Sr. Courtesy Copy: Dana Anthony Berry, Sr.
3040 Broken Arrow Street 237 Town Center West, #107
Santa Maria, CA 93458 Norco, CA 92860

I declare under penalty of perjury under the laws of the State of California that the
foregoing is true and correct. Executed this 1st day of December, 2018, at Modesto, California.


Raquel Enzaldo

GHANELLI INTEL SERVICIOS
A Professional Law Corporation
1014 16th Street
Modesto, CA 95354
Telephone: (209) 521-6580

