

EXHIBIT 100

United States Bankruptcy Court  
Central District of California

**Notice of Bankruptcy Case Filing**

A bankruptcy case concerning the debtor(s) listed below was filed under Chapter 7 of the United States Bankruptcy Code, entered on 08/04/1995 at 12:00 AM and filed on 08/02/1995.

**Natalie Lynn Minster**  
7831 Laurel Grove  
North Hollywood, CA 91605  
SSN / ITIN: xxx-xx-6865



The case was filed by the debtor's attorney:    The bankruptcy trustee is:

**Sandra J Momotiuk**  
4400 Coldwater Cyn Ste 201  
Studio City, CA 91604  
818-760-7334

**Duke Salisbury (TR)**  
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805-382-1619

The case was assigned case number 1:95-bk-15866-GM to Judge Geraldine Mund.

In most instances, the filing of the bankruptcy case automatically stays certain collection and other actions against the debtor and the debtor's property. Under certain circumstances, the stay may be limited to 30 days or not exist at all, although the debtor can request the court to extend or impose a stay. If you attempt to collect a debt or take other action in violation of the Bankruptcy Code, you may be penalized. Consult a lawyer to determine your rights in this case.

If you would like to view the bankruptcy petition and other documents filed by the debtor, they are available at our *Internet* home page [www.cacb.uscourts.gov](http://www.cacb.uscourts.gov) or at the Clerk's Office, 21041 Burbank Blvd., Woodland Hills, CA 91367-6603.

You may be a creditor of the debtor. If so, you will receive an additional notice from the court setting forth important deadlines.





United States Bankruptcy Court  
Central District of California

**Notice of Bankruptcy Case Filing**

A bankruptcy case concerning the debtor(s) listed below was filed under Chapter 7 of the United States Bankruptcy Code, entered on 03/12/2004 at 12:00 AM and filed on 03/11/2004.

**Natalie L Minster**  
7831 Laurel Grove  
N Hollywood, CA 91605  
SSN / ITIN: xxx-xx-6865



The case was filed by the debtor's attorney:    The bankruptcy trustee is:

**Sandra J Momotiuk**  
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818-760-7334

**David Keith Gottlieb (TR)**  
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The case was assigned case number 1:04-bk-11764-GM to Judge Geraldine Mund.

In most instances, the filing of the bankruptcy case automatically stays certain collection and other actions against the debtor and the debtor's property. Under certain circumstances, the stay may be limited to 30 days or not exist at all, although the debtor can request the court to extend or impose a stay. If you attempt to collect a debt or take other action in violation of the Bankruptcy Code, you may be penalized. Consult a lawyer to determine your rights in this case.

If you would like to view the bankruptcy petition and other documents filed by the debtor, they are available at our *Internet* home page [www.cacb.uscourts.gov](http://www.cacb.uscourts.gov) or at the Clerk's Office, 21041 Burbank Blvd., Woodland Hills, CA 91367-6603.

You may be a creditor of the debtor. If so, you will receive an additional notice from the court setting forth important deadlines.



**THE SECOND RESTATED  
BARBARA AND MARTIN  
MINSTER FAMILY  
TRUST, AS AMENDED  
AND RESTATED IN 2002**

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**THE SECOND RESTATED BARBARA AND MARTIN  
MINSTER  
FAMILY TRUST, AS AMENDED AND RESTATED IN 2002**

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**THE SECOND RESTATED BARBARA AND MARTIN  
MINSTER  
FAMILY TRUST, AS AMENDED AND RESTATED IN 2002**

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**ARTICLE ONE  
CREATION OF TRUST**

**DECLARATION:** **MARTIN MINSTER** and **BARBARA MINSTER**, husband and wife, of Los Angeles County, California, who are herein referred to as "the settlors" or "the trustees," depending on the context, hereby declare that they hold certain property (the "trust estate") in trust, to be held, administered, and distributed according to the terms of this instrument.

**PREAMBLE.** **BARBARA MINSTER** and **MARTIN MINSTER** are the settlors of **THE BARBARA AND MARTIN MINSTER FAMILY TRUST** created under that certain declaration of trust dated August 21, 1994 and amended and restated on October 10, 2002. **BARBARA MINSTER** and **MARTIN MINSTER** are the trustees duly appointed and acting under and by terms of that declaration of trust. In Section 1.08 of that declaration of trust dated August 21, 1994, the settlors reserved the right to amend the trust, in the following language:

“Section 1.08. At any time and from time to time during the joint lives of the Trustors, the Trustors jointly as to community property and either Trustor as to his or her separate property may, by serving written notice on the Trustee, alter, modify, or amend the trusts created by this Declaration in any respect.”

In Section 3.1 of the Amended and Restated Trust dated October 10, 2002, the settlors reserved the right to amend the trust, in the following language:

“Section 3.1. During the joint lifetimes of the settlors, any trust created by this instrument may be revoked or terminated, in whole or in part, by either settlor as to any separate and quasi-community property of the settlors. Any trust created by this instrument may be modified or amended by either settlor acting alone as to any separate and quasi-community property of that settlor, and by both settlors acting jointly as to any community property of the settlors.”

The settlors now wish to exercise their right of amendment and, to that end, do hereby amend that declaration of trust in the terms set forth in this **Second Restated Declaration of Trust for The Barbara and Martin Minster Family Trust 2002**. The trustees hereby consent to the terms of this amended and restated declaration. The parties agree that upon execution of this instrument, that declaration of trust shall be replaced in whole, and the terms of this amended and restated declaration of trust shall supersede the terms of that declaration of trust for all purposes. The settlors and the trustees confirm that all assets currently titled in the name of **THE BARBARA AND MARTIN MINSTER FAMILY TRUST and THE BARBARA AND MARTIN MINSTER FAMILY TRUST 2002, as Amended and Restated**, shall continue to be held by the trustees as trust assets of the amended and restated trust.

**1.1. Names of Trusts.** The trusts created by this instrument shall be known collectively as **THE SECOND RESTATED BARBARA AND MARTIN MINSTER FAMILY TRUST 2002**, and each separate trust created under this instrument shall be referred to by adding the name or designation of that separate trust as it appears in the appropriate section of this instrument.



1.2. **Effective Date.** This declaration shall be effective immediately on execution by all the parties.

1.3. **Identification of Living Children.** The settlors have two living children, as follows:

<b><u>Name</u></b>	<b><u>Date of Birth</u></b>
NATALIE LYNN MINSTER	7/1/1969
SCOTT IVAN MINSTER	9/8/1974

In addition to the children of both settlors, **MARTIN MINSTER** has other living children, including but not limited to **MICHAEL DUNCAN**.

1.4. **No Deceased Children.** The settlors have no deceased children.

1.5. **Definitions of Child, Children, and Issue.** As used in this instrument, the terms "child" and "children" refer to all persons referred to in California Probate Code Section 26, as in effect at the time of execution of this instrument, and the term "issue" refers to all persons referred to in California Probate Code Section 50, as in effect at the time of execution of this instrument. However, it is the intention of the settlors to exclude from the definitions of "child" and "children" the living children of **MARTIN MINSTER** who are not the biological children of both of the settlors, and to exclude from the definition of "settlor's issue" any issue from that child.

1.6 **Exclusion.** The settlors have intentionally failed to provide herein for their daughter, **NATALIE LYNN MINSTER**, or her heirs, and they specifically disinherit her and her heirs, from taking from this trust. If **NATALIE LYNN MINSTER**, or her heirs, under this trust shall directly or indirectly, by legal proceedings or other, challenge or contest this Trust or any provision of my Will or this Trust, or any amendments, revisions or restatement thereto, or shall attempt in any way to oppose or set aside the probate of this trust, or any amendments, revisions

or restatement thereto, or my Will, or impair or invalidate any of the provisions the settlors have made in their Wills or this Trust, or any amendments, revisions, or restatements, thereto, the settlors give her the sum of one dollar (\$1.00), and no more, in lieu of any other share or interest in the settlors estate, Will, trust, or any amendments or revisions thereto.

**1.7 Exclusion.** The settlors have intentionally failed to provide herein for **MARTIN MINSTER**'s alleged son, **MICHAEL DUNCAN**, or his heirs, and they specifically disinherit him and his heirs from taking from this trust. If **MICHAEL DUNCAN**, or his heirs, under this trust shall directly or indirectly, by legal proceedings or other, challenge or contest this Trust or any provision of their Will or this Trust, or any amendments or revisions thereto, or shall attempt in any way to oppose or set aside the probate of this trust, or any amendments or revisions thereto, or my Will, or impair or invalidate any of the provisions the settlors have made in their Wills or this Trust, or any amendments or revisions thereto, the settlors give her the sum of one dollar, and no more, in lieu of any other share or interest in the settlors estate, Will, trust, or any amendments or revisions thereto.

**1.8 Exclusion.** The settlors have intentionally failed to provide herein for any children of **MARTIN MINSTER** and their heirs not mentioned in this trust and they specifically disinherit them and their heirs from taking from this trust. If any child of **MARTIN MINSTER**, not mentioned in this trust, or their heirs, shall directly or indirectly, by legal proceedings or other, challenge or contest this Trust or any provision of their Will or this Trust, or any amendments or revisions thereto, or shall attempt in any way to oppose or set aside the probate of this trust, or any amendments or revisions thereto, or their Will, or impair or invalidate any of the provisions the settlors have made in their Wills or this Trust, or any amendments or revisions thereto, the settlors give them the sum of one dollar, and no more, in lieu of any other share or interest in the settlors estate, Will, trust, or any amendments or revisions thereto.

**1.9 Exclusion.** The settlors have intentionally failed to provide herein for **SANDRA IRIS KAYE** and they specifically disinherit her from taking from this trust. If **SANDRA IRIS KAYE** shall directly or indirectly, by legal proceedings or other, challenge or contest this Trust or any provision of their Will or this Trust, or any amendments or revisions thereto, or shall attempt in any way to oppose or set aside the probate of this trust, or any amendments or revisions thereto, or their Will, or impair or invalidate any of the provisions the settlors have made in their Wills or this Trust, or any amendments or revisions thereto, the settlors give them the sum of one dollar, and no more, in lieu of any other share or interest in the settlors estate, Will, trust, or any amendments or revisions thereto.

## **ARTICLE TWO** **TRUST ESTATE**

**2.1. Definition of Trust Estate.** All property subject to this instrument from time to time is referred to as the "trust estate" and shall be held, administered, and distributed as provided in this instrument. The trustee shall hold, administer, and distribute the property held in the name of **THE BARBARA AND MARTIN MINSTER FAMILY TRUST**, it's amendments and it's restatements, and any other property that may be hereafter subject to this trust, and the income and proceeds attributable to all such property, in accordance with the provisions of this instrument.

**2.2. Character of Trust Assets.** All community property of the settlors transferred to this trust, and the proceeds of all such property, shall continue to be community property under the laws of California, subject to the provisions of this instrument. All separate and quasi-community property shall remain the separate or quasi-community property, respectively, of the

contributing settlor.

2.3. **Additions to Trust**. From time to time, the trustee may accept additions to this trust from any source. All such additions shall become part of the trust estate and shall be held, administered, and distributed in accordance with the terms of this instrument. That additional property shall become part of the trust estate on written acceptance of it by the trustee. Any additions to the trust shall be made by designating in writing the property to be added. However, the titling of any account, deed, or similar asset in the name of the trustee, as trustee of this trust, or any alternate or successor trustee acting under this instrument, shall be deemed to be a transfer to this trust. Any designation by a third party, whether by will, deed, account title designation, or similar transfer, shall also be a transfer to the trust estate.

### **ARTICLE THREE**

#### **RIGHTS AND POWERS OF SETTLORS**

3.1. **Power of Revocation While Both Settlers Are Living**. During the joint lifetimes of the settlers, any trust created by this instrument may be revoked or terminated, in whole or in part, by either settlor as to any separate and quasi-community property of that settlor and any community property of the settlers. Any trust created by this instrument may be modified or amended by either settlor acting alone as to any separate and quasi-community property of that settlor, and by both settlers acting jointly as to any community property of the settlers.

3.2. **Power of Revocation and Amendment After Death of Deceased Settlor**. After the death of the deceased settlor, the surviving settlor may at any time amend, revoke, or terminate, in whole or in part, the Survivor's Trust. All other trusts shall become irrevocable and shall not be subject to amendment after the death of the deceased settlor.

3.3. **Method of Revocation or Amendment.** Any amendment, revocation, or termination of any trust created by this instrument shall be made by written instrument signed by both settlors or by the settlor making the revocation, amendment, or termination, and delivered to the trustee. If the instrument making the revocation, amendment, or termination is signed by only one settlor and the other settlor is living at that time, a copy of the instrument making the amendment, revocation, or termination shall also be delivered to the other settlor. An exercise of the power of amendment substantially affecting the duties, rights, and liabilities of the trustee shall be effective only if agreed to by the trustee in writing. The written instrument for revocation or termination must specify that a revocation or termination of trust is intended and specify the property that is affected; a change in title or possession is not sufficient for revocation or termination.

3.4. **Delivery of Property After Revocation.** After any revocation or termination with respect to community property, the trustee shall promptly deliver the designated property to the settlors. Unless otherwise provided in the revocation or this trust instrument, any community property so returned shall continue to be the community property of the settlors. After any revocation or termination with respect to separate or quasi-community property, the trustee shall promptly deliver the designated property to the contributing settlor.

3.5. **Trustee's Retention of Assets on Revocation.** In the event of any revocation of all or part of the trust, the trustee shall be entitled to retain sufficient assets to reasonably secure the payment of liabilities the trustee has lawfully incurred in administering the trust and any fees that have been earned by the trustee, until such time as those liabilities have been discharged and fees paid, unless the settlors indemnify the trustee against loss or expense.

3.6. **No Exercise of Rights and Powers of Settlers By Others.** The rights and powers of the settlers as provided in this instrument, including any power to amend, revoke, or terminate any trust created by this instrument, are personal to the settlers and may not be exercised by any other person or entity.

## **ARTICLE FOUR**

### **DISTRIBUTIONS DURING SETTLERS' JOINT LIVES**

4.1. **Payment of Income During Settlers' Joint Lives.** So long as both settlers are living, the trustee shall pay the net income of the trust as specified in this section.

- (a) **Community Property.** The trustee shall pay to or apply for the benefit of the settlers, or either of them, all of the net income from the trust community property, in monthly or other convenient installments (but not less often than annually) as the settlers, or either of them, and the trustee may agree on from time to time.
- (b) **Separate and Quasi-Community Property.** The trustee shall pay to or apply for the benefit of a settlor whose separate property or quasi-community property comprises part of the trust estate all of the net income from that property, in monthly or other convenient installments (but not less often than annually) as that settlor and the trustee may agree on from time to time.

4.2. **Distributions of Principal During Settlers' Joint Lives.** So long as both settlers are living, the trustee shall distribute principal of the trust, at any time or times, as specified in this section.

- (a) **Community Property.** The trustee shall distribute to or apply for the benefit of the settlers, or either of them, as much of the principal of the community property of the trust as the trustee, in the trustee's discretion, deems necessary for the comfort, welfare, and happiness of the settlers, or either of them.
- (b) **Separate and Quasi-Community Property.** The trustee shall distribute to or apply for the benefit of either settlor as much of the principal of the separate and quasi-community property of that settlor as the trustee, in the trustee's discretion, deems proper for the comfort, welfare, and happiness of that settlor.

- (c) **Consideration of Other Resources When Distributing Principal.** In exercising discretion under subsections (a) and (b), the trustee shall give the consideration that the trustee deems proper to all other income and resources then readily available for use by the settlor or settlors, as the case may be, for the stated purposes and that are then known to the trustee. All decisions of the trustee regarding such payments, if any, are within the trustee's discretion and shall be final and incontestable by anyone.

**4.3. Distributions of Principal at Request of Settlers.** So long as both settlers are living, the settlers shall have the right to withdraw principal of the trust, at any time or times, as specified in this section.

- (a) **Community Property.** The trustee shall distribute to the settlers, or either of them, such amounts from the principal of the community property of the trust, up to the whole thereof, as the settlers, or either of them, may request of the trustee in writing.
- (b) **Separate and Quasi-Community Property.** The trustee shall distribute to a settlor whose separate or quasi-community property comprises part of the trust estate as much of the principal of that property, up to the whole thereof, as that settlor may request of the trustee in writing.

**4.4. Settlers' Obligation for Community Property Distributed.** Any payment of income or principal from the trust community property to or for the benefit of the settlers, or either of them, shall remain the community property of the settlers. A settlor who receives any such payment shall have the same obligations respecting that property that he or she would have with respect to all community property generally.

**4.5. Requests in Behalf of a Settlor Unable to Do So Personally.** If, at any time, either settlor is unable personally to make a request of the trustee to withdraw principal of the trust, that settlor's right to make the request may be exercised for or in behalf of that settlor by an attorney in fact who, at the time of the exercise, is duly appointed and acting for that settlor under a valid and enforceable durable power of attorney executed by the settlor under the Uniform Durable Power of Attorney Act, or any successor statute. If there is no such attorney in fact, then the trustee shall have the discretion to make any principal distribution to or for the benefit of that settlor that the settlor could have requested personally if he or she were able to do so. In making

any principal distribution under this section (whether pursuant to a request by an attorney in fact or not), the trustee shall pay as much of the principal as the trustee, in the trustee's discretion, deems necessary for that settlor's health, education, support, and maintenance. The trustee shall have discretion to determine when a settlor is unable personally to request principal payments from the trustee for purposes of this section.

## **ARTICLE FIVE**

### **DIVISION INTO SHARES AND INITIAL DISTRIBUTIONS AFTER DECEASED SETTLOR'S DEATH**

#### **5.1. Payment of Death Taxes, Debts, and Expenses on Statement From Personal**

**Representative.** After the deceased settlor's death, on receipt by the trustee of a written statement from the personal representative of the deceased settlor's estate requesting that the trustee pay death taxes, debts, and expenses (as defined in **Article Eight**), with respect to any property in the deceased settlor's estate, the trustee shall pay, either directly or to the personal representative, any amounts requested by the personal representative for those purposes, in the manner specified below. The trustee may rely on the personal representative's statement and shall not be liable for any act or omission by the personal representative in protesting or failing to protest the legality, propriety, or amount of the death taxes, debts, or expenses. If there is no personal representative, the trustee shall make the payments directly. Payments of debts and expenses shall be made by the trustee from the trust estate. Payment of any debts allocable against the separate property of the deceased settlor shall be charged against the Nonmarital Share (as defined below in this article). Debts allocable against community property shall be allocated to the Survivor's Share and the Nonmarital Share in accordance with California law in effect at the date of the deceased settlor's death, so long as charges against the Survivor's Share



do not exceed the value of community property allocable to that share. All death taxes payable by reason of the death of the deceased settlor shall also be paid by the trustee from the trust estate. Payments of death taxes and expenses shall be charged to the Nonmarital Share, except for any death taxes that are attributable to a disclaimer of property under this instrument by the surviving settlor, which shall be paid from the Disclaimer Trust.

5.2. **Trustee's Power to Defer Division or Distribution.** Whenever the trustee is directed to divide any part of the trust estate or distribute trust assets on the death of either settlor, the trustee may, in the trustee's discretion, defer actual division or distribution for such reasonable period of time as is needed to effectively identify, take possession of, value, divide, and distribute the assets of the trust. During this time of deferral, the trustee may manage the trust assets through a single administrative trust. The ability of the trustee to delay division or distribution shall not affect the vesting of interests, which shall be as of the date of death.

5.3. **Division of Trust Estate After Death of Deceased Settlor.** On the death of the deceased settlor, the trustee shall divide the trust estate, including any additions made to it by reason of the deceased settlor's death, such as from the deceased settlor's estate or policies of life insurance on his or her life, into three shares, hereafter referred to as the Survivor's Share, the Marital Deduction Share, and the Nonmarital Share.

- (a) The ***Survivor's Share*** shall consist of the portion of the trust estate consisting of the surviving settlor's one half (1/2) interest in the settlors' community property, the surviving settlor's one half (1/2) interest in the deceased settlor's quasi-community property, and all of the surviving settlor's separate property and quasi-community property.
- (b) The ***Survivor's Share*** shall be held, administered, and distributed by the trustee according to the terms of the Survivor's Trust as set forth in Article Six.
- (c) The ***Marital Deduction Share*** shall consist of assets (excluding assets included in the Survivor's Share) having a value equal to the minimum amount necessary to eliminate (or reduce to the maximum extent possible) any federal estate tax at the death of the deceased settlor, taking into account the following:

- (1) The net value of all other property that passes or has passed to the surviving settlor under this trust instrument, the will of the deceased settlor, or otherwise and that qualifies for the federal estate tax marital deduction. For purposes of this subsection, any qualified disclaimer made by the surviving settlor shall be disregarded, and any property that will qualify as qualified terminable interest property under Internal Revenue Code Section 2056(b)(7) if the requisite election is made shall be considered to be qualified terminable interest property, regardless of whether the election is made;
  - (2) All federal estate tax deductions and exclusions actually allowed, other than the marital deduction;
  - (3) The applicable credit amount available to the estate of the deceased settlor;
  - (4) The credit for state death taxes, if any, available to the estate of the deceased settlor, to the extent that the use of that credit does not result in or increase any death tax payable to any state; and
  - (5) Any other allowable credits available to the estate of the deceased settlor (except the credit for tax on prior transfers from a "transferor," as defined in Internal Revenue Code Section 2013, who dies within two years after the date of death of the deceased settlor), but only to the extent that those credits do not disqualify this gift from receiving the marital deduction.
- (d) The ***Marital Deduction Share*** shall be held, administered, and distributed according to the terms of the Qualified Terminable Interest Property (QTIP) Trust as set forth in Article Six.
- (e) The ***Nonmarital Share*** shall consist of all assets not allocated to the Survivor's Share or the Marital Deduction Share under the formula specified in this section.
- (f) The ***Nonmarital Share*** shall be held, administered, and distributed according to the terms of the Bypass Trust as set forth in Article Six.

5.4. **Allocation and Valuation of Assets.** In allocating assets between the Marital Deduction Share and the Nonmarital Share, the trustee shall allocate the trust assets in cash or in kind, or partly in each, on a pro rata or non pro rata basis, and in undivided interests or not; subject, however, to the following:

- (a) ***Qualification for Marital Deduction.*** Only assets that qualify for the marital deduction shall be allocated to the Marital Deduction Share.

- (b) ***Valuations of Allocations in Kind.*** Assets allocated in kind shall be valued for purposes of allocation on the date or dates of distribution.
- (c) ***Foreign Death Tax Credit.*** The trustee shall not allocate assets that qualify for the foreign death tax credit to the Marital Deduction Share unless all other assets or interests available for allocation have been so allocated.

5.5. **Intention That Marital Deduction Share Qualify for Marital Deduction.** The settlors intend that the Marital Deduction Share qualify for the federal estate tax marital deduction and this instrument shall be construed accordingly. Except as otherwise provided in this instrument with respect to the QTIP election, no fiduciary shall take any action or exercise any power that may impair the federal estate tax marital deduction.

5.6. **Disclaimer of Property.** Any property or portion of property that is disclaimed by the surviving settlor shall be held, administered, or distributed according to the terms of the Disclaimer Trust, as set forth in Article Six.

## **ARTICLE SIX**

### **DISPOSITIVE PROVISIONS OF TRUSTS CREATED AFTER DECEASED SETTLOR'S DEATH**

6.1. **Survivor's Trust.** The trustee shall hold, administer, and distribute the assets of the Survivor's Trust as follows:

- (a) ***Payment of Income.*** The trustee shall pay to or apply for the benefit of the surviving settlor, so long as the surviving settlor lives, the entire net income of the trust, in monthly or other convenient installments agreed on by the surviving settlor and the trustee, but not less often than annually.
- (b) ***Discretionary Payment of Principal by Trustee.*** At any time or times during the trust term, the trustee shall pay to or apply for the benefit of the surviving settlor so much of the principal of the trust as the trustee deems proper for the surviving settlor's comfort, welfare, and happiness. In exercising discretion, the trustee shall give the consideration that the trustee deems proper to all other income and resources then readily available to the surviving settlor for use for these purposes and that are then known to the trustee. All decisions of the trustee regarding payments under this

subsection, if any, are within the trustee's discretion and shall be final and incontestable by anyone.

- (c) ***Right of Surviving Settlor to Withdraw Principal.*** The trustee shall pay to the surviving settlor as much of the trust principal as the surviving settlor may from time to time demand in a signed writing delivered to the trustee.
- (d) ***General Power of Appointment.*** On the death of the surviving settlor, all of the trust property (including the trust principal, all net income then held by the trustee, and all income then accrued but not collected by the trustee) shall be paid over and delivered to any entity or entities, person or persons, and on any trust, terms, and conditions, or to or in favor of the estate of the surviving settlor, as the surviving settlor may direct by will, provided only that no exercise of this power of appointment shall be effective unless it refers to this instrument and expressly indicates an intention to exercise this power of appointment. The trustee may rely on any instrument admitted to probate (or in any summary administration proceeding) as the last will of the surviving settlor in carrying out the terms of the power of appointment and shall not be liable for any good-faith act in reliance on that will, even if for any reason it is later determined to be invalid with respect to its purported exercise of this power of appointment. If no such probate or summary estate proceeding is otherwise required or instituted, the trustee may rely on any will that on its face appears to be the last validly executed will of the surviving settlor. If the trustee receives no notice of the existence of a will of the surviving settlor within six (6) months after the death of the surviving settlor, the trustee may distribute the trust assets and income as though this power of appointment had not been exercised and shall in that event be conclusively presumed to have acted in good faith, even if a valid will is thereafter discovered.
- (e) ***Payment of Death Taxes, Debts, and Expenses.*** On the death of the surviving settlor and subject to any power of appointment exercised by him or her, the trustee may, in the trustee's discretion, pay out of the income or principal or partly from the income and partly from the principal of the Survivor's Trust, the death taxes, debts, and expenses (as defined in Article Eight) arising on the death of the surviving settlor.
- (f) ***Default Provision.*** In default of the power of appointment, or to the extent that an attempt to exercise the power was ineffectual, the entire remaining principal, all net income then held by the trustee, and all income then accrued but not collected by the trustee, after any payment of taxes, debts, and expenses pursuant to the applicable provisions of this instrument, shall be distributed in the manner specified in Section 6.4 applicable to the remainder provisions of the Bypass Trust.

6.2. **Qualified Terminable Interest Property Trust.** The trustee shall hold, administer, and distribute the assets of the Qualified Terminable Interest Property (QTIP) Trust as follows:

- (a) ***Administration of Trust by Trustee.*** If the executor has elected that the trust qualify for the federal estate tax marital deduction under Internal Revenue Code Section 2056(b)(7) (or any equivalent successor section), the trustee shall thereafter

administer the trust in a manner that will not invalidate the election or disqualify the property in which the surviving settlor has a qualifying income interest for life. Any provisions of this trust that could be deemed to invalidate the qualification under Internal Revenue Code Section 2056(b)(7) shall be disregarded.

- (b) **Partial QTIP Tax Election.** If an election is made under Internal Revenue Code Section 2056(b)(7) (or any equivalent successor section) to qualify some but not all of the property allocated to the QTIP Trust for the federal estate tax marital deduction, the QTIP Trust shall be divided into two separate trusts pursuant to the terms of the election. The division shall be based on the fair market value of the trust assets at the time of the division. One of the trusts shall contain the share of the trust assets for which the election has been made and shall be designated as the Qualifying QTIP Trust. The other trust shall contain the share of the trust assets for which the election has not been made and shall be designated as the Nonqualifying QTIP Trust. The Nonqualifying QTIP Trust shall be subject to all of the rights, interests, powers, and other terms prescribed for the Qualifying QTIP Trust. If a partial election is made and the trust is divided into two separate trusts, the terms "trust," "marital deduction trust," and "QTIP Trust," as used in this section and elsewhere in this trust instrument, shall be construed in a manner consistent with the provisions of this subsection of the trust instrument.
- (c) **Payment of Income.** The trustee shall pay to or apply for the benefit of the surviving settlor, so long as the surviving settlor lives, the entire net income of the trust, in monthly or other convenient installments agreed on by the surviving settlor and the trustee, but not less often than annually. In determining the net income of the trust distributable to the surviving settlor, the trustee shall include all income that must be considered as income in order for the trust to qualify for the marital deduction under the federal estate tax law, and shall make no deductions from gross income that would prevent the trust from qualifying for that marital deduction, notwithstanding any contrary provisions of this instrument or any applicable provisions of state law. Assuming the trust has qualified under Internal Revenue Code Section 2056(b)(7), then any grant of rights, powers, discretion, and authority to the trustee in any provision of this instrument or any statute relating thereto shall not be effective if and to the extent that such provision or statute, if effective, would disqualify, for federal estate tax purposes, the marital deduction trust held under this section. It is the intention of the settlors that the surviving settlor, as the beneficiary of a marital deduction trust, shall have substantially that degree of beneficial enjoyment of the trust during his or her lifetime that the principles of the law of trusts accord to a person who is unqualifiedly designated as the life beneficiary of a trust, and the trustee shall not exercise the trustee's discretion in a manner that is not in accord with this expressed intention. It is also the intention of the settlors that the trust produce for the surviving settlor during his or her lifetime the income, or that the surviving settlor shall have the benefit of the trust property, as is consistent with the value of the trust property and with its preservation.

- (d) **Discretionary Payment of Principal by Trustee.** At any time or times during the trust term, the trustee shall pay to or apply for the benefit of the surviving settlor so much of the principal of the trust as the trustee deems proper to pay the reasonable expenses of the surviving settlor for his or her health, education, support, and maintenance. In exercising discretion, the trustee shall give the consideration that the trustee deems proper to all other income and resources then readily available to the surviving settlor for use for these purposes and that are then known to the trustee. All decisions of the trustee regarding payments under this subsection, if any, are within the trustee's discretion and shall be final and incontestable by anyone.
- (e) **Termination of Trust.** The QTIP Trust shall terminate on the death of the surviving settlor. On termination of the trust, the net income of the trust then accrued but uncollected and all net income remaining in the hands of the trustee shall be distributed to the estate of the surviving settlor. The trust principal shall be dealt with as set forth below in this section.
- (f) **Payment of Federal Estate Taxes.** The trustee shall determine from the personal representative of the estate of the surviving settlor the amount of the federal estate tax allocable to the property of the trust by reason of Internal Revenue Code Section 2207A and shall set aside a portion of the trust principal for the purpose of paying that tax on written demand by the personal representative.
- (g) **Distribution of Balance of Trust Property.** The balance of the trust principal (or the entire trust principal, if the personal representative of the estate of the surviving settlor does not in due course make written demand) shall be distributed in the manner specified in Section 6.4 applicable to the remainder provisions of the Bypass Trust.

**6.3. Disposition of Bypass Trust Until Death of Surviving Settlor.** During the lifetime of the surviving settlor, the trustee shall hold, administer, and distribute the assets of the Bypass Trust as follows: at any time or times, the trustee shall pay to or apply for the benefit of the surviving settlor so much of the net income and principal of the trust as the trustee deems proper to pay the reasonable expenses of the surviving settlor for his or her health, education, support, and maintenance. In exercising discretion, the trustee shall give the consideration that the trustee deems proper to all other income and resources that are then known to the trustee and that are readily available to the surviving settlor for use for these purposes. All decisions of the trustee regarding payments under this section, if any, are within the trustee's discretion and shall be final and incontestable by anyone. The trustee shall accumulate and add to principal any net income

not distributed.

**6.4. Disposition of Bypass Trust on Death of Surviving Settlor.** On the death of the surviving settlor, the trustee shall hold, administer, and distribute the assets of the Bypass Trust as follows:

- (a) If the settlors' son **SCOTT IVAN MINSTER** survives the surviving settlor, the trustee shall distribute the property (including all income then accrued but uncollected and all income then remaining in the hands of the trustee) outright to him.
- (b) If **SCOTT IVAN MINSTER** does not survive the surviving settlor but issue of **SCOTT IVAN MINSTER** survive the surviving settlor, the trustee shall distribute the trust property outright to those issue in the manner provided in California Probate Code Section 246, as defined in the Article entitled "Concluding Provisions" of this instrument. However, if any individual issue has not reached the age of 28 years at the death of the surviving settlor, the trustee shall continue to hold, administer, and distribute the trust property in trust for those issue according to the terms set forth in Article Six applicable to the Sprinkling Trust for Issue.
- (c) If **SCOTT IVAN MINSTER** does not survive the surviving settlor and leaves no issue who survive the surviving settlor, the trustee shall distribute the trust property equally to the following persons who survive the surviving trustee more than thirty (30) days after their death:
  - (i) **SHAWN KAYE**
  - (ii) **FRANCES GRIFFIN**
  - (iii) **GAIL DAVIS**

If any of the aforementioned beneficiaries do not survive the surviving trustee by thirty (30) days, the trust estate shall be divided equally among the surviving named beneficiaries.

- (d) If the trust estate is not completely disposed of by the preceding provisions, the undisposed of portion shall be distributed one half (1/2) to each of the children of **MICHAEL DUNCAN**, namely **SARAH DUNCAN** and **NICHOLAS DUNCAN**, under the terms of this trust. If either **SARAH DUNCAN** or **NICHOLAS DUNCAN** do not survive the surviving trustor as set forth herein, the trust estate shall be distributed to the remaining beneficiary.

6.5. **Disclaimer Trust.** The trustee shall hold, administer, and distribute the assets of the Disclaimer Trust as follows:

- (a) **Payment of Income.** The trustee shall pay to or apply for the benefit of the surviving settlor the entire net income of the trust, in monthly or other convenient installments as agreed on by the surviving settlor and the trustee, but not less often than annually.
- (b) **Discretionary Payment of Principal by Trustee.** At any time or times during the trust term, the trustee shall pay to or apply for the benefit of the surviving settlor so much of the principal of the trust as the trustee deems proper to pay the reasonable expenses of the surviving settlor for his or her health, education, support, and maintenance. In exercising discretion, the trustee shall give the consideration that the trustee deems proper to all other income and resources that are known to the trustee and that are readily available to the surviving settlor for use for these purposes. All decisions of the trustee regarding payments under this subsection, if any, are within the trustee's discretion and shall be final and incontestable by anyone.
- (c) **Distribution of Remainder.** On the death of the surviving settlor, the trustee shall distribute all the property subject to the trust (including all income then accrued but uncollected and all net income then remaining in the hands of the trustee) in the manner specified in Section 6.4 applicable to the remainder provisions of the Bypass Trust.

6.6. **Sprinkling Trust for Issue.** Each share or portion of the trust estate, or of the trust property of any other trust created by this trust instrument, that is allocated to a Sprinkling Trust for Issue for the benefit of the beneficiaries (as defined in subsection (a), below) when any beneficiary is under the age of twenty-eight (28) years shall be held, administered, and distributed by the trustee as a separate trust, as follows:

- (a) **Beneficiaries.** The beneficiaries of this trust are all the issue of a deceased child of the settlors or all issue of the settlors, as the case may be, for whom this trust is created pursuant to the other provisions of this trust instrument.
- (b) **Discretionary Payments.** At any time or times during the trust term, the trustee shall pay to or apply for the benefit of each of the beneficiaries so much of the net income and principal of the trust as the trustee deems proper for the health, education, support, and maintenance of each of them. In making these payments, the trustee may pay or apply more for some of the beneficiaries than for others, and may make payments to or for one or more beneficiaries to the exclusion of others. No amount paid or applied need thereafter be repaid to the trustee or restored to the trust. In exercising discretion, the trustee shall give the consideration that the trustee deems proper to all other income and resources that are known to the trustee and that are



readily available to the beneficiaries for use for these purposes. All decisions of the trustee regarding payments under this subsection, if any, are within the trustee's discretion and shall be final and incontestable by anyone. The trustee shall accumulate and add to principal any net income not distributed.

- (c) **Early Distributions of Principal.** At any time or times during the trust term, the trustee, in the trustee's discretion, may make an early distribution of principal to any of the beneficiaries of this trust, if, in the trustee's opinion, there is a valid reason for making the distribution and if the remaining income and principal will be adequate for the reasonable health, education, support, and maintenance of all of the then living beneficiaries. The trustee shall deduct the early distribution, valued on the date that the distribution is made, without interest, from the share ultimately distributed to that beneficiary or that beneficiary's issue. Early distributions to a beneficiary shall not exceed, in the aggregate, 25 percent of that portion of the trust that would be distributable to that particular beneficiary, after offsetting prior loans or advances not repaid to the trustee, if the trust were to be terminated and its assets distributed on the date that the early distribution is made. However, no beneficiary who is a trustee shall have the power to make early distributions of principal to himself or herself pursuant to this subsection.
- (d) **Distribution on Termination.** The trust shall terminate when there are no living beneficiaries who are under 28 years of age. On termination, the trustee shall distribute the trust property (including all income then accrued but uncollected and all net income then remaining in the hands of the trustee) outright to the then living beneficiaries. Those beneficiaries are to take this trust property in the manner provided in California Probate Code Section 246, as defined in the Article entitled "Concluding Provisions" of this instrument. If there is no then-living beneficiary, the trustee shall distribute the trust property to the settlors' then-living issue, in the manner provided in California Probate Code Section 246, as defined in the Article entitled "Concluding Provisions" of this instrument. However, for any share of an issue for whose benefit there is a trust being administered under this instrument, such share shall be added to that trust and administered according to its terms.
- (e) **Final Disposition.** If the trust estate is not completely disposed of by the preceding provisions, the undisposed of portion shall be distributed one half (1/2) to each of the children of MICHAEL DUNCAN, namely SARAH DUNCAN and NICHOLAS DUNCAN, under the terms of this trust. If either SARAH DUNCAN or NICHOLAS DUNCAN do not survive the surviving trustor as set forth herein, the trust estate shall be distributed to the remaining beneficiary.

6.7. **Spendthrift Clause.** The interests of the beneficiaries under this instrument are not transferable by voluntary or involuntary assignment or by operation of law, and shall be free from the claims of creditors and from attachment, execution, bankruptcy, and other legal process, to the maximum extent permitted by law.

## **ARTICLE SEVEN**

### **TRUSTEE**

7.1. **Settlors' Power to Designate Successor Trustees.** At any time while both settlors are living, the settlors may designate either or both of the following:

- (a) Any suitable person or entity to act as a successor cotrustee if either cotrustee dies, becomes incapacitated, or is otherwise unable or unwilling to continue to act as a cotrustee.
- (b) One or more suitable persons or entities to act as a successor trustee, or as successor cotrustees, if both cotrustees die, become incapacitated, or are otherwise unable or unwilling to continue to act as cotrustees.

The powers specified in this section shall be exercisable only by both settlors acting jointly, unless one of the settlors is incapacitated or otherwise incapable of exercising this power, in which case the power may be exercised by the remaining settlor acting alone. Any designation under this section shall be made by a signed writing delivered to the person or entity designated as successor trustee or cotrustee. If more than one designation is made under this section, only the most recent designation shall be valid.

7.2. **Remaining Settlor to Act as Trustee on Death or Incapacity of Other Settlor.** If, while both settlors are acting as cotrustees, either settlor dies, becomes incapacitated, or is otherwise unable or unwilling to continue to act as a cotrustee, and no successor cotrustee has been designated under any other provision of this trust instrument, the other settlor thereafter shall be trustee, with full power to continue the trust administration as set forth herein. If **BARBARA MINSTER** is the surviving trustee, she shall act as sole trustee. However, if **MARTIN MINSTER** is the surviving trustee, he shall consult with **SCOTT IVAN MINSTER**, as to all financial matters regarding real property and financial investments, including but not limited to stocks and bonds. However, if there is a disagreement between **MARTIN MINSTER** and **SCOTT IVAN MINSTER**, **MARTIN MINSTER** shall solely have the right to make all

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**THE SECOND RESTATED BARBARA AND MARTIN MINSTER FAMILY TRUST, AS  
AMENDED AND RESTATED IN 2002**

final decisions. If **MARTIN MINSTER** is the surviving trustee, and **SCOTT IVAN MINSTER** is unable because of death, incompetency, or other case to consult with him, he shall consult with **SHAWN KAYE** as to all financial matters regarding real property and financial investments, including but not limited to stocks and bonds. However, if there is a disagreement between **MARTIN MINSTER** and **SHAWN KAYE**, **MARTIN MINSTER** shall solely have the right to make all final decisions. If **MARTIN MINSTER** is the surviving trustee, and **SCOTT IVAN MINSTER** and **SHAWN KAYE** is unable because of death, incompetency, or other case, to consult with him, he shall consult with **FRANCES GRIFFIN** as to all financial matters regarding real property and financial investments, including but not limited to stocks and bonds. However, if there is a disagreement between **MARTIN MINSTER** and **FRANCES GRIFFIN**, **MARTIN MINSTER** shall solely have the right to make all final decisions. If **MARTIN MINSTER** is the surviving trustee, and **SCOTT IVAN MINSTER**, **SHAWN KAYE** and **FRANCES GRIFFIN** is unable because of death, incompetency, or other case, to consult with him, he shall consult with **FRANCES GRIFFIN** as to all financial matters regarding real property and financial investments, including but not limited to stocks and bonds. However, if there is a disagreement between **MARTIN MINSTER** and **FRANCES GRIFFIN**, **MARTIN MINSTER** shall solely have the right to make all final decisions.

**7.3. Power of Surviving Joint Settlor to Designate Successor Trustees or Cotrustees.**

Following the death of the deceased settlor, the surviving settlor may at any time designate one or more suitable persons or entities to act as trustee or cotrustees in the event that the surviving settlor dies, becomes incapacitated, or is otherwise unable or unwilling to continue to act as trustee. This designation shall be made by a signed writing delivered to the person or entity designated as successor. If more than one designation is made under this section, the most recent designation shall prevail over all earlier designations. The power granted by this section shall not

apply to the Bypass Trust and the Disclaimer Trust.

7.4. **Successor Trustees.** If the office of trustee becomes vacant by reason of death, incapacity, or any other reason, and no successor trustee or cotrustees have been designated under any other provision of this trust instrument, the following, in the order of priority indicated, shall be trustee:

First, **SCOTT IVAN MINSTER**, settlor's son;

Second, **SHAWN KAYE**

Third, **FRANCES GRIFFIN**, Martin Minster's sister;

Fourth, **GAIL DAVIS**, Barbara Minster's first cousin.

If all those named above are unwilling or unable to serve as successor trustee, a new trustee or cotrustees shall be appointed by majority vote of the adult beneficiaries of the trust who are then entitled to receive income under the trust, or who would be entitled to receive a distribution of principal from the trust if the trust were then terminating, and who then have the legal capacity to give such a vote. If a majority of the beneficiaries are unable to agree on a new trustee or cotrustees, a new trustee or cotrustee may be appointed by the court.

7.5. **Definition of Trustee.** Reference in this instrument to "the trustee" shall be deemed a reference to whoever is serving as trustee or cotrustees, and shall include alternate or successor trustees or cotrustees, unless the context requires otherwise.

7.6. **Prohibited Trustee.** Notwithstanding any other provision in this instrument, in no event shall **NATALIE LYNN MINSTER, MICHAEL DUNCAN**, and any other children of **MARTIN MINSTER**, and their heirs, and **SANDRA IRIS KAYE**, be appointed to serve as trustee.

7.7. **Removal and Replacement of Trustee by Settlers.** While both settlers are alive, the settlers shall have the power, at any time and for any reason, with or without cause, to

remove any trustee acting under this instrument, and notwithstanding any other provision of this instrument, designate another trustee to replace the removed trustee. Removal shall be effected by giving a written notice of removal to the trustee to be removed and to the designated successor. The removal shall become effective on the delivery to the settlors of a written acceptance of the trust by the successor trustee, and the settlors shall promptly notify the trustee being removed of the receipt of that acceptance.

7.8. **Waiver of Bond.** No bond or undertaking shall be required of any individual who serves as a trustee under this instrument.

7.9. **Procedure for Resignation.** Any trustee may resign at any time, without giving a reason for the resignation, by giving written notice, at least thirty (30) days before the time the resignation is to take effect, to the settlors, if living, to any other trustee then acting, to any persons authorized to designate a successor trustee, to all trust beneficiaries known to the trustee (or, in the case of a minor beneficiary, to the parent or guardian of that beneficiary) and to the successor trustee. A resignation shall be effective on written acceptance of the trust by the successor trustee.

7.10. **General Powers of Trustee.** To carry out the purposes of the trusts created under this instrument, and subject to any limitations stated elsewhere in this instrument, the trustee shall have all of the following powers, in addition to all of the powers now or hereafter conferred on trustees by law:

- (a) With or without court authorization, sell (for cash or on deferred payments, and with or without security), convey, exchange, partition, and divide trust property; grant options for the sale or exchange of trust property for any purpose, whether the contract is to be performed or the option is to be exercised within or beyond the term of the trust; and lease trust property for any purpose, for terms within or extending beyond the expiration of the trust, regardless of whether the leased property is commercial or residential and regardless of the number of units leased.

- (b) Engage in any transactions with the personal representative of the estate of either settlor that are in the best interest of any trusts created in this instrument.
- (c) Manage, control, improve, and maintain all real and personal trust property.
- (d) Subdivide or develop land; make or obtain the vacation of plats and adjust boundaries, or adjust differences in valuation on exchange or partition by giving or receiving consideration; and dedicate land or easements to public use with or without consideration.
- (e) Make ordinary or extraordinary repairs or alterations in buildings or other trust property, demolish any improvements, raze existing party walls or buildings, and erect new party walls or buildings, as the trustee deems advisable.
- (f) Employ and discharge agents and employees, including but not limited to attorneys, accountants, investment and other advisers, custodians of assets, property managers, real estate agents and brokers, and appraisers, to advise and assist the trustee in the management of any trusts created under this trust instrument, and compensate them from the trust property.
- (g) With respect to securities held in trust, exercise all the rights, powers, and privileges of an owner, including, but not limited to, the power to vote, give proxies, and pay assessments and other sums deemed by the trustee necessary for the protection of the trust property; participate in voting trusts, pooling agreements, foreclosures, reorganizations, consolidations, mergers, and liquidations, and, in connection therewith, deposit securities with and transfer title to any protective or other committee under such terms as the trustee deems advisable; exercise or sell stock subscription or conversion rights; and accept and retain as investments of the trust any securities or other property received through the exercise of any of the foregoing powers.
- (h) Hold securities or other trust property in the trustee's own name or in the name of a nominee, with or without disclosure of the trust, or in unregistered form, so that title may pass by delivery.
- (i) Deposit securities in a securities depository that is either licensed or exempt from licensing.
- (j) Borrow money for any trust purpose from any person or entity, including one acting as trustee hereunder, on such terms and conditions as the trustee deems advisable, and obligate the trust for repayment; encumber any trust property by mortgage, deed of trust, pledge, or otherwise, whether for terms within or extending beyond the term of the trust, as the trustee deems advisable, to secure repayment of any such loan; replace, renew, and extend any such loan or encumbrance; and pay loans or other obligations of the trust deemed advisable by the trustee.

- (k) Procure and carry, at the expense of the trust, insurance in such forms and in such amounts as the trustee deems advisable to protect the trust property against damage or loss, and to protect the trustee against liability with respect to third persons.
- (l) Enforce any obligation owing to the trust, including any obligation secured by a deed of trust, mortgage, or pledge held as trust property, and purchase any property subject to a security instrument held as trust property at any sale under the instrument.
- (m) Extend the time for payment of any note or other obligation held as an asset of, and owing to, the trust, including accrued or future interest, and extend the time for repayment beyond the term of the trust.
- (n) Pay or contest any claim against the trust; release or prosecute any claim in favor of the trust; or, in lieu of payment, contest, release, or prosecution, adjust, compromise, or settle any such claim, in whole or in part, and with or without consideration.
- (o) At trust expense, prosecute or defend actions, claims, or proceedings of whatever kind for the protection of the trust property and of the trustee in the performance of the trustee's duties, and employ and compensate attorneys, advisers, and other agents as the trustee deems advisable.

7.11. **Power to Retain Trust Property.** The trustee shall have the power to retain property received into the trust at its inception or later added to the trust, as long as the trustee considers that retention in the best interests of the trust or in furtherance of the goals of the settlors in creating the trust, as determined from this trust instrument, but subject to the standards of the prudent investor rule as set forth in the California Uniform Prudent Investor Act, as amended from time to time.

7.12. **Trustee's Power to Invest Property.** Subject to the standards of the prudent investor rule as stated in the California Uniform Prudent Investor Act, as amended from time to time, the trustee shall have the power to invest and manage the trust assets as a prudent investor would, by considering the purposes, terms, distribution requirements, and other circumstances of the trust.

7.13. **Power Over Unproductive Property.** The trustee shall have the power to retain or acquire unproductive or underproductive property; provided, however, that as to any assets of the

Qualified Terminable Interest Property (QTIP) Trust, the surviving settlor shall have the right, by delivery of a written instrument to the trustee, to require the trustee to make unproductive property productive, within a reasonable time following receipt of the request.

7.14. **Power to Operate Business.** The trustee shall have the power to hold and operate any business or enterprise that is or becomes trust property, on such terms and for such a time as the trustee, in the trustee's discretion, deems advisable; to purchase, acquire, invest in, or otherwise participate in, any business or other enterprise on behalf of the trust; or to sell, dissolve, liquidate, or terminate any such business. The trustee shall also have the power to incorporate, reorganize, or otherwise change the form of a business or enterprise that is part of the trust, through merger or consolidation of two or more enterprises or otherwise, and to participate in that business or enterprise as a sole proprietor, as a general or limited partner, as a shareholder, or in any other capacity. Any operation, sale, purchase, acquisition, investment in, or dissolution or liquidation of a business interest, in good faith, shall be at the risk of the trust, and without liability on the part of the trustee for any resulting losses. The trustee shall also have the power to contribute capital or loan money to the business or enterprise on such terms and conditions as the trustee deems advisable.

7.15. **Power to Self-Deal.** The trustee, acting as an individual or as a trustee of another trust not created by this trust instrument, shall have the power to perform the following acts with respect to the property of any trust under this trust instrument: purchase property from or sell property to the trust at fair market value; exchange property for trust property of equal value; lease property from or to the trust at fair rental value; lend or advance funds to the trust, with interest at then prevailing rates, and receive security for the loans in any commercially reasonable form; and receive from any business in which the trust has an interest a reasonable salary and reimbursement of expenses while performing duties as a trustee. The trustee, acting as



trustee of another trust established by the settlors or another trust established for the benefit of any one or more of the beneficiaries of the trust, shall have the power to borrow funds from the trust with interest at then-prevailing rates, and give security for the loans in any commercially reasonable form.

7.16. **Powers Regarding Subchapter S Stock.** If at any time the trust estate includes shares of stock in any corporations that have elected to be governed by the provisions of Subchapter S of Chapter 1 of Subtitle A of the Internal Revenue Code (IRC Section 1361 et seq., or any successor sections), then notwithstanding any other provision of this instrument, the trustee shall at all times manage those shares, and administer the trust estate, in a manner that will maintain the S corporation status. To satisfy this obligation, but without limiting the discretion of the trustee to take any action to protect the S corporation status, the trustee shall act as follows:

- (a) **Allocation or Distribution to Permitted Shareholders.** The trustee shall allocate or distribute shares of S corporation stock only to those trusts or those beneficiaries that are permitted to be shareholders of an S corporation.
- (b) **Qualified Subchapter S Trust Provisions.** If shares of S corporation stock are allocated to any trust created under this instrument and that trust does not otherwise qualify as a permitted shareholder under Internal Revenue Code Section 1361, or any successor section, then notwithstanding any other provision of this instrument, that trust (or any portion of that trust containing S corporation stock) shall be administered so as to ensure that it is a Qualified Subchapter S Trust (QSST), an Electing Small Business Trust (ESBT), or some other form of trust that qualifies as a permitted shareholder under Internal Revenue Code Section 1361, or any successor section. The S corporation stock in each such trust shall be held in separate share trusts (within the meaning of Internal Revenue Code Section 663(c), or any successor section) for each beneficiary; and all other property in each trust shall be held in a separate trust, which shall continue to be administered in accordance with the terms of this instrument. With respect to the separate share trusts holding S corporation stock, the trustee shall make distributions of income and principal, and otherwise administer the trusts, to ensure that those trusts do not become ineligible shareholders of an S corporation. To the extent that the terms of this instrument are inconsistent with those separate share trusts qualifying as permitted shareholders of an S corporation, those terms shall be disregarded.

- (c) **Other Trustee Administrative Powers.** The trustee shall have the power (1) to enter into agreements with other shareholders or with the corporation relating to transfers of S corporation stock or the management of the S corporation; and (2) to allocate amounts received, and the tax on undistributed income, between income and principal. During the administration of a trust holding S corporation stock, the trustee may allocate tax deductions and credits arising from ownership of S corporation stock between income and principal. In making those allocations, the trustee shall consider that the beneficiary is to have the enjoyment of the property at least equal to that ordinarily associated with an income interest.
- (d) **Beneficiary Agreement.** The trustee shall not distribute any S corporation stock to any beneficiary unless, prior to that distribution, the beneficiary enters into a written agreement with the S corporation stating the following: (1) that the beneficiary will consent to any election to qualify the corporation as an S corporation; (2) that the beneficiary will not interfere with the S corporation maintaining its S corporation status; (3) that the beneficiary will not transfer the S corporation stock to any transferee who does not agree to execute a similar consent; (4) that the beneficiary will not transfer the stock in a manner that will cause a termination of S corporation status under the then applicable federal and state tax law and regulations; and (5) that the beneficiary will join in any attempt to obtain a waiver from the Internal Revenue Service of a terminating event on the grounds of inadvertence if S corporation status is inadvertently terminated and the S corporation or any shareholder desires that S corporation status should continue.
- (e) **Certificate to Bear Legend.** If the trustee receives any shares of S corporation stock whose stock certificates bear a legend stating that the transfer, pledge, assignment, hypothecation, or other disposition of the stock is subject to the terms set forth in the preceding subsection, then the stock certificates shall also bear that legend when the trustee distributes those shares of S corporation stock to a beneficiary.
- (f) **No Disqualification of Marital Deduction** No. Any grant of power or discretion to the trustee under this section shall be void to the extent that that grant would cause the estate of the deceased settlor to lose all or part of the federal estate tax marital deduction, and in the event of an irreconcilable conflict between qualification of a trust as a permitted shareholder of an S corporation and qualification of that trust for the federal estate tax marital deduction, all of the S corporation's stock otherwise passing to that trust shall be distributed outright to the surviving settlor.

7.17. **Retention of Family Residence.** The trustee shall retain, in any trust or trusts created by this trust instrument, any interest in real property used by the settlors as their principal residence at the time of the deceased settlor's death ("the family residence"), and shall deal with the family residence in accordance with the following terms and conditions:

- (a) During his or her lifetime, the surviving settlor shall have the right to occupy the family residence (or any substitute residence or residential property purchased as provided in this section of the trust instrument) free of any rent.
- (b) The trustee shall pay as much of the mortgage or trust deed payments, property taxes, assessments, insurance, maintenance, and ordinary repairs on the family residence (or any substitute residence or residential property purchased as provided in this section of the trust instrument) as corresponds to the trust's proportionate interest in the same. The trustee shall make those payments out of income or principal of the trust or trusts in accordance with the principles applicable to the charging of payments under California law, but in no event shall payment be made in a manner that disqualifies any part of the trust, that would otherwise so qualify, for the federal estate tax marital deduction.
- (c) The surviving settlor, at his or her option, shall have the right to advise the trustee in writing that he or she no longer wishes to occupy the family residence and to direct the trustee to sell it, or any interest therein. In deciding on the terms and conditions relating to any sale, the trustee shall take into account all relevant factors, including, but not limited to, the intent of the settlors that no sale be made in a "forced sale" situation (other than at the direction of the surviving settlor) or at a time when, because of high mortgage rates or otherwise, the residential real estate market is depressed. In selling the family residence, the trustee may dispose of it on such terms as the trustee deems desirable, including an installment sale or any other desirable method of disposing of the family residence, provided that if the sale is for consideration other than cash, the purchaser's obligation shall be secured by a first deed of trust. In the event of a sale, the surviving settlor may direct the trustee in writing to apply the proceeds of the sale to the purchase of a substitute residence or residential property, of comparable or lesser value, to be selected by the surviving settlor, or to reinvest the proceeds in any manner that he or she may direct, provided that any such investments satisfy normal fiduciary standards of prudence and safety, and to use the income from reinvestment to pay the rental or lease payments on another residence or residential property, to be selected by the surviving settlor. Any net trust accounting income from any such investments, in excess of the trust share of the rental costs and any other expenses of trust administration, shall be added to the other trust income and distributed in accordance with the relevant provisions of the trust or trusts as set forth in Article Six of this trust instrument.
- (d) On the death of the surviving settlor, the trust interest in either the family residence, any proceeds remaining from the sale of the family residence, or any substitute residence or residential property purchased by the trustee with any proceeds of sale of the family residence, shall be distributed in accordance with the applicable provisions of the trust or trusts in which the interest or interests are held, as set forth in Article Six of this trust instrument.

7.18. **Power to Combine Trust Assets**. Each trust created under this instrument shall constitute a separate trust and be administered accordingly; however, the assets of all of the trusts

may be combined for bookkeeping purposes and held for the trust beneficiaries without physical division into separate trusts until time of distribution.

7.19. **Early Termination of Trusts.** The trustee shall have the power, in the trustee's discretion, to terminate any trust created under this trust instrument whenever the fair market value of the trust falls below twenty-five thousand dollars (\$25,000), or becomes so small in relation to the costs of administration as to make continuing administration uneconomical. Continuing administration shall be uneconomical if the trustee determines that, with reference to the trust fee schedules then in effect for corporate fiduciaries in the area in which the trust is being administered, the trust would be subject to the minimum trust administration fees of those fiduciaries, regardless of the value of the trust. On 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.

7.20. **Division or Distribution in Cash or Kind.** In order to satisfy a pecuniary gift or to distribute or divide trust assets into shares or partial shares, the trustee may distribute or divide those assets in kind, or divide undivided interests in those assets, or sell all or any part of those assets and distribute or divide the property in cash, in kind, or partly in cash and partly in kind. Property distributed to satisfy a pecuniary gift under this instrument shall be valued at its fair market value at the time of distribution. This section shall apply only to the extent that it does not conflict with the provisions in this instrument specifying allocation of assets involving the marital deduction share.

7.21. **Payments to Legally Incapacitated Persons.** If at any time any trust beneficiary is a minor, or it appears to the trustee that any trust beneficiary is incapacitated, incompetent, or for

any other reason not able to receive payments or make intelligent or responsible use of the payments, then the trustee, in lieu of making direct payments to the trust beneficiary, may make payments to the beneficiary's conservator or guardian; to the beneficiary's custodian under the Uniform Gifts to Minors Act or Uniform Transfers to Minors Act of any state; to the beneficiary's custodian under the California Uniform Transfers to Minors Act until the beneficiary reaches the age of twenty-five (25); to one or more suitable persons as the trustee deems proper, such as a relative of or a person residing with the beneficiary, to be used for the beneficiary's benefit; to any other person, firm, or agency for services rendered or to be rendered for the beneficiary's assistance or benefit; or to accounts in the beneficiary's name with financial institutions. If there is no custodian then-serving or nominated to serve by the settlor for a beneficiary, the personal representative or trustee, as the case may be, shall designate the custodian. The receipt of payments by any of the foregoing shall constitute a sufficient acquittance of the trustee for all purposes.

7.22. **Trustee's Liability.** No trustee shall be liable to any interested party for acts or omissions of that trustee, except those resulting from that trustee's willful misconduct or gross negligence. This standard shall also apply regarding a trustee's liability for the acts or omissions of any cotrustee, predecessor trustee, or agent employed by the trustee.

7.23. **Written Notice to Trustee.** Until the trustee receives written notice of any death or other event on which the right to payments from any trust may depend, the trustee shall incur no liability for disbursements made in good faith to persons whose interests may have been affected by that event.

7.24. **Waiver of Duty to Account.** Notwithstanding any provision of law to the contrary, at no time shall the trustee be required to render accounts to any person.

7.25. **Cotrustee May Delegate Acts to Other Cotrustee.** Any cotrustee may, from time to time, delegate to the other cotrustee routine acts of trust administration.

## **ARTICLE EIGHT**

### **CONCLUDING PROVISIONS**

8.1. **Perpetuities Savings Clause.** Notwithstanding any other provision of this instrument, every trust created by this instrument or by the exercise of any power of appointment created by this instrument shall terminate no later than twenty-one (21) years after the death of the last survivor of the settlors and their issue who are alive at the creation of the trust. For purposes of this perpetuities savings clause, a trust shall be deemed to have been created on the date the trust becomes irrevocable or the date of the death of the surviving settlor, whichever occurs first. If a trust is terminated under this section, the trustee shall distribute all of the principal and undistributed income of the trust to the income beneficiaries of the trust in the proportion in which they are entitled (or eligible, in the case of discretionary payments) to receive income immediately before the termination. If that proportion is not fixed by the terms of the trust, the trustee shall distribute all of the trust property to the persons then entitled or eligible to receive income from the trust outright in a manner that, in the trustee's opinion, will give effect to the intent of the settlors in creating the trust. The trustee's decision is to be final and incontestable by anyone.

8.2. **Simultaneous Death.** If the settlors die under circumstances in which the order of their deaths cannot be established by clear and convincing evidence, each settlor shall be deemed to have survived the other, and this instrument shall be construed accordingly. If any beneficiary and either or both settlors die under circumstances in which the order of their deaths cannot be established by clear and convincing evidence, the settlor or settlors shall be deemed to have

survived the beneficiary, and this instrument shall be construed accordingly.

8.3. **Survivorship Requirement.** For the purposes of this instrument, a beneficiary shall be deemed not to have survived a settlor if that beneficiary dies within thirty (30) days after that settlor's death.

8.4. **No-Contest Clause.** If any beneficiary under this instrument, singularly or in combination with any other person or persons, directly or indirectly contests this instrument, any amendment to this instrument, or the wills of the settlors in whole or in part, or opposes, objects to, or seeks to invalidate any of the provisions of this instrument or the wills of the settlors, or seeks to succeed to any part of the estate of the settlors other than in the manner specified in this instrument or in the wills of the settlors, then the right of that person to take any interest given to him or her by this instrument or any amendment to this instrument shall be void, and any gift or other interest in the trust property to which the beneficiary would otherwise have been entitled shall pass as if he or she had predeceased the settlors without issue.

8.5. **Definition of Deceased Settlor and Surviving Settlor.** In this instrument, the first settlor to die is referred to as the "deceased settlor" and the other settlor is referred to as the "surviving settlor."

8.6. **Definitions of Death Taxes, Debts, and Expenses.** As used in this instrument, the following definitions apply:

(a) The term "death taxes" shall mean all inheritance, estate, succession, and other similar taxes that are payable by any person on account of that person's interest in the estate of a settlor or by reason of that settlor's death, including penalties and interest, but excluding the following: (i) any additional tax that may be assessed under Internal Revenue Code Section 2032A; and (ii) any federal or state tax imposed on any generation-skipping transfer, as that term is defined in the federal tax laws, unless that generation-skipping transfer tax is payable directly out of the assets of a trust created by this instrument.

(b) The term "debts and expenses" shall include the following: (i) all costs, expenses of litigation, counsel fees, or other charges that the trustee incurs in connection with the

determination of the amount of the death taxes, interest, or penalties referred to in subsection (a) of this section; and (ii) legally enforceable debts, funeral expenses, expenses of last illness, and administration and property expenses.

**8.7. Intentional Omission of Children Born or Adopted After Execution of Trust.**

Except as otherwise provided in this instrument, the settlors have intentionally failed to provide in this instrument for any children born to or adopted by either settlor after the execution of this instrument.

**8.8. Definition of Incapacity.**

- (a) For purposes of this instrument, a person is deemed "incapacitated" or deemed to suffer from "incapacity" if any of the following circumstances apply:
  - (1) A medical doctor, a board-certified neuropsychologist, or a board-certified psychiatrist, not related by blood or marriage to any trustee or beneficiary, examines such person and declares under penalty of perjury that such person is either temporarily or permanently incapacitated, according to generally accepted medical definitions.
- (b) In case of temporary incapacity of a sole trustee, the successor trustee designated under this instrument shall serve during the period of temporary incapacity as though he or she were the only trustee. In case of temporary incapacity of a cotrustee, the other cotrustee shall make any and all decisions during the period of temporary incapacity as though that cotrustee were the only trustee.
- (c) Any trustee deemed to be temporarily incapacitated shall be deemed to be permanently incapacitated 90 days after the determination of temporary incapacity unless a determination of capacity is made within that 90-day period. If a determination of capacity is made, the trustee may resume serving as trustee. If there is a subsequent determination of incapacity, the trustee has another 90-day period to obtain a determination of capacity.
- (d) Any successor trustee or cotrustee serving in place of a temporarily incapacitated trustee shall not be relieved of liability until that trustee's account has been settled or an account has been waived by a majority of all current beneficiaries of the trust.
- (e) If any trustee or any beneficiary whose capacity is in question disputes the determination of incapacity under any of the standards listed above, such person may petition the court for a finding regarding that person's capacity. The court's finding shall be conclusive. If the court determines that the trustee or other person whose capacity is in question has capacity, the trust property shall bear all expenses associated with the examination or court proceeding. If the court sustains the determination of incapacity, the individual challenging the determination of



incapacity shall bear all expenses of the examination or court proceeding.

- (f) Each individual trustee agrees to cooperate in any examination reasonably necessary for the purpose of determining capacity, agrees to waive the doctor-patient privilege in respect to the results of such examination, and agrees to provide written authorization in compliance with the privacy regulations under the Health Insurance Portability and Accountability Act of 1996 (42 U.S.C. Section 1320d) and the provisions of California Civil Code Section 56.10 for the disclosure and use of that trustee's health information and medical records to the extent that such disclosure and use are necessary to make a determination of the trustee's capacity. Refusal to submit to the examination or to provide the waiver shall be deemed a resignation by that trustee.

8.9. **Definition of Education.** As used in this instrument, the term "education" refers to the following:

- (a) Education at public or private elementary, junior high, middle, or high schools, including boarding schools;
- (b) Undergraduate, graduate, and postgraduate study in any field, whether or not of a professional character, in colleges, universities, or other institutions of higher learning;
- (c) Specialized formal or informal training in music, the stage, the handicrafts, or the arts, whether by private instruction or otherwise; and
- (d) Formal or informal vocational or technical training, whether through programs or institutions devoted solely to vocational or technical training, or otherwise.

8.10. **Number and Gender.** As used in this instrument, references in the masculine gender shall be deemed to include the feminine and neuter genders, and vice versa, and references to the singular shall be deemed to include the plural, and vice versa, wherever the context so permits.

8.11. **Captions.** The captions appearing in this instrument are for convenience of reference only, and shall be disregarded in determining the meaning and effect of the provisions of this instrument.

8.12. **Severability Clause.** If any provision of this instrument is invalid, that provision shall be disregarded, and the remainder of this instrument shall be construed as if the invalid provision had not been included.

8.13. **California Law to Apply.** All questions concerning the validity, interpretation, and administration of this instrument, including any trusts created under this instrument, shall be governed by the laws of the State of California, regardless of the domicile of any trustee or beneficiary.

8.14. **Distribution to Issue.** Whenever a division of property is specified to be made under this instrument among the issue of an individual in the manner set forth in California Probate Code Section 246, the distribution shall be made as described in this section. The individual is referred to in this section as the Designated Ancestor. The first division shall be made at the generation of the Designated Ancestor's children, regardless of whether any of those children survive the Designated Ancestor. The property shall be divided into as many equal shares as there are children of the Designated Ancestor who survive the Designated Ancestor (if any) plus deceased children of the Designated Ancestor who leave issue who survive the Designated Ancestor. Each child of the Designated Ancestor who survives the Designated Ancestor shall receive one such equal share. The equal share of each deceased child of the Designated Ancestor who leaves issue who survive the Designated Ancestor shall in turn be divided among that deceased child's issue who survive the designated ancestor in the manner described in this section as if that deceased child were the Designated Ancestor as to that share.

**ARTICLE NINE**  
**SIGNATURE AND EXECUTION**

9.1. **Execution.** We certify that we have read the foregoing declaration of trust and that it correctly states the terms and conditions under which the trust estate is to be held, administered, and distributed. As trustees of the trusts created by this declaration of trust, we approve this declaration of trust in all particulars, and agree to be bound by its terms and conditions. As settlors of the trusts created by this declaration of trust, we approve this declaration of trust in all particulars, and agree to be bound by its terms and conditions.

Executed on November 16, 2007 at North Hollywood, California.

**SETTLORS-TRUSTEES**

  
MARTIN MINSTER

  
BARBARA MINSTER

## ACKNOWLEDGMENT

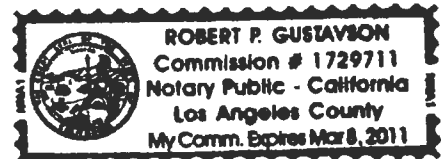
State of California  
County of Los Angeles

On 11/16/07 before me, Robert P Gustavson, Notary Public,  
personally appeared Barbara Minster

~~personally known to me~~ (or proved to me on the basis of satisfactory evidence) to be the  
person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that  
he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their  
signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s)  
acted, executed the instrument.

WITNESS my hand and official seal

Signature Robert P Gustavson (Seal)



## ACKNOWLEDGMENT

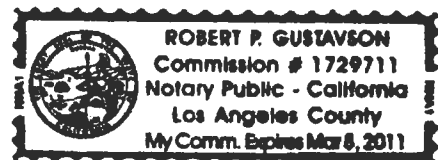
State of California  
County of Los Angeles

On 11/16/07 before me, Robert P Gustavson, Notary Public,  
personally appeared Martin Minster

~~personally known to me~~ (or proved to me on the basis of satisfactory evidence) to be the  
person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that  
he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their  
signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s)  
acted, executed the instrument.

WITNESS my hand and official seal

Signature Robert P Gustavson (Seal)







## STATE OF CALIFORNIA

## CERTIFICATION OF VITAL RECORD

## COUNTY OF LOS ANGELES

## REGISTRAR-RECORDER/COUNTY CLERK

## CERTIFICATE OF DEATH

3200919002837

STATE FILE NUMBER		LOCAL REGISTRATION NUMBER	
1 NAME OF DECEDENT — FIRST (Given)		3 LAST (Family)	
BARBARA		MINSTER	
2 MIDDLE		4 DATE OF BIRTH mm/dd/yyyy	
KAYE		10/11/1940	
5 AGE Yrs		6 SEX	
68		F	
8 BIRTH STATE/FOREIGN COUNTRY		10 SOCIAL SECURITY NUMBER	
IL		347-30-1173	
11 EVER IN U.S. ARMED FORCES?		12 MARITAL STATUS (at time of death)	
<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO <input type="checkbox"/> UNK		MARRIED	
13 EDUCATION — Highest Level Degree (see worksheet on back)		14 WAS DECEDENT HISPANIC/LATINO(A)/SPANISH? (if yes, see worksheet on back)	
HS GRADUATE <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO		<input checked="" type="checkbox"/> NO	
15 DECEDENT'S RACE — Up to 3 races may be listed (see worksheet on back)		16 DECEDENT'S RACE	
CAUCASIAN		CAUCASIAN	
17 USUAL OCCUPATION — Type of work for most of life. DO NOT USE RETIRED		18 KIND OF BUSINESS OR INDUSTRY (e.g., grocery store, road construction, employment agency, etc.)	
HAIRSTYLIST		COSMETOLOGY	
19 YEARS IN OCCUPATION		20 DECEDENT'S RESIDENCE (Street and number or location)	
50		7831 LAURELGROVE AVENUE	
21 CITY		22 COUNTY/PROVINCE	
NORTH HOLLYWOOD		LOS ANGELES	
23 ZIP CODE		24 YEARS IN COUNTY	
91605		66	
25 STATE/FOREIGN COUNTRY		26 INFORMANT'S NAME, RELATIONSHIP	
CA		MARTIN MINSTER, HUSBAND	
27 INFORMANT'S MAILING ADDRESS (Street and number or rural route number, city or town, state, ZIP)		28 NAME OF SURVIVING SPOUSE — FIRST	
7831 LAURELGROVE AVENUE, NORTH HOLLYWOOD, CA 91605		MARTIN	
29 MIDDLE		30 LAST (Maiden Name)	
-		MINSTER	
31 NAME OF FATHER — FIRST		32 LAST	
DAVE		KAYE	
33 NAME OF MOTHER — FIRST		34 BIRTH STATE	
ANN		NY	
35 MIDDLE		36 LAST (Maiden)	
-		ROBINS	
37 BIRTH STATE		38 BIRTH STATE	
NY		NY	
39 DISPOSITION DATE mm/dd/yyyy		40 PLACE OF FINAL DISPOSITION	
01/25/2009		EDEN MEMORIAL PARK	
41 TYPE OF DISPOSITION(S)		42 SIGNATURE OF EMBALMER	
BU		NOT EMBALMED	
43 LICENSE NUMBER		44 NAME OF FUNERAL ESTABLISHMENT	
-		GROMAN EDEN MORTUARY	
45 LICENSE NUMBER		46 SIGNATURE OF LOCAL REGISTRAR	
FD1070		JONATHAN FIELDING, MD	
47 DATE mm/dd/yyyy		48 SIGNATURE OF LOCAL REGISTRAR	
01/24/2009		JONATHAN FIELDING, MD	
101 PLACE OF DEATH		102 IF HOSPITAL, SPECIFY ONE	
PROVIDENCE SAINT JOSEPH MEDICAL CENTER		<input checked="" type="checkbox"/> IP <input type="checkbox"/> ER/OP <input type="checkbox"/> DOA <input type="checkbox"/> Hospice <input type="checkbox"/> Nursing Home/LTC <input type="checkbox"/> Decedent's Home <input type="checkbox"/> Other	
103 CITY		104 COUNTY	
BURBANK		LOS ANGELES	
105 FACILITY ADDRESS OR LOCATION WHERE FOUND (Street and number or location)		106 CITY	
501 S BUENA VISTA		BURBANK	
107 CAUSE OF DEATH		108 DEATH REPORTED TO CORONER?	
Enter the chain of events — diseases, injuries, or complications — that directly caused death. DO NOT enter terminal events such as cardiac arrest, respiratory arrest, or cardiovascular fibrillation without showing the etiology. DO NOT ABBREVIATE.		<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	
(A) IMMEDIATE CAUSE (Final disease or condition resulting in death)		(AT) TIME INTERVAL BETWEEN Death and Death	
I. RESPIRATORY FAILURE		5 MINS	
(B) METASTATIC ADENOCARCINOMA OF THE LUNG		(BT) 2009-50685	
(C) METASTATIC ADENOCARCINOMA OF THE LUNG		(BT) 13 MOS	
(D) METASTATIC ADENOCARCINOMA OF THE LUNG		(CT) 110 AUTOPSY PERFORMED?	
(E) METASTATIC ADENOCARCINOMA OF THE LUNG		<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO	
(F) METASTATIC ADENOCARCINOMA OF THE LUNG		(DT) 111 USED IN DETERMINING CAUSE?	
(G) METASTATIC ADENOCARCINOMA OF THE LUNG		<input type="checkbox"/> YES <input type="checkbox"/> NO	
112 OTHER SIGNIFICANT CONDITIONS CONTRIBUTING TO DEATH BUT NOT RESULTING IN THE UNDERLYING CAUSE GIVEN IN 107		113 WAS OPERATION PERFORMED FOR ANY CONDITION IN ITEM 107 OR 112? (If yes, list type of operation and date)	
NONE		PLEURAL FLUID FOR CYTOLOGY 10/05/2007	
114 I CERTIFY THAT TO THE BEST OF MY KNOWLEDGE DEATH OCCURRED AT THE HOUR, DATE, AND PLACE STATED FROM THE CAUSES STATED		115 SIGNATURE AND TITLE OF CERTIFIER	
Decedent Attended Since Decedent Last Seen Alive		GREGG A OLSEN M.D.	
(A) mm/dd/yyyy (B) mm/dd/yyyy		116 TYPE ATTENDING PHYSICIAN'S NAME, MAILING ADDRESS, ZIP CODE	
10/09/2007 10/23/2008		GREGG A OLSEN M.D.	
117 TYPE ATTENDING PHYSICIAN'S NAME, MAILING ADDRESS, ZIP CODE		118 LICENSE NUMBER	
2601 W ALAMEDA STE 210, BURBANK, CA 91505		G57470	
119 I CERTIFY THAT IN MY OPINION DEATH OCCURRED AT THE HOUR, DATE, AND PLACE STATED FROM THE CAUSES STATED		117 DATE mm/dd/yyyy	
MANNER OF DEATH <input type="checkbox"/> Natural <input type="checkbox"/> Accident <input type="checkbox"/> Homicide <input type="checkbox"/> Suicide <input type="checkbox"/> Pending Investigation <input type="checkbox"/> Could not be determined		01/23/2009	
120 INJURED AT WORK?		121 INJURY DATE mm/dd/yyyy	
<input type="checkbox"/> YES <input type="checkbox"/> NO <input type="checkbox"/> UNK		122 HOUR (24 Hours)	
123 PLACE OF INJURY (e.g., home, construction site, wooded area, etc.)		124 DESCRIBE HOW INJURY OCCURRED (Events which resulted in injury)	
125 LOCATION OF INJURY (Street and number, or location, and city, and ZIP)		126 SIGNATURE OF CORONER / DEPUTY CORONER	
127 DATE mm/dd/yyyy		128 TYPE NAME TITLE OF CORONER / DEPUTY CORONER	
129 SIGNATURE OF CORONER / DEPUTY CORONER		130 TYPE NAME TITLE OF CORONER / DEPUTY CORONER	
131 SIGNATURE OF CORONER / DEPUTY CORONER		132 TYPE NAME TITLE OF CORONER / DEPUTY CORONER	
133 SIGNATURE OF CORONER / DEPUTY CORONER		134 TYPE NAME TITLE OF CORONER / DEPUTY CORONER	
135 SIGNATURE OF CORONER / DEPUTY CORONER		136 TYPE NAME TITLE OF CORONER / DEPUTY CORONER	
137 SIGNATURE OF CORONER / DEPUTY CORONER		138 TYPE NAME TITLE OF CORONER / DEPUTY CORONER	
139 SIGNATURE OF CORONER / DEPUTY CORONER		140 TYPE NAME TITLE OF CORONER / DEPUTY CORONER	
141 SIGNATURE OF CORONER / DEPUTY CORONER		142 TYPE NAME TITLE OF CORONER / DEPUTY CORONER	
143 SIGNATURE OF CORONER / DEPUTY CORONER		144 TYPE NAME TITLE OF CORONER / DEPUTY CORONER	
145 SIGNATURE OF CORONER / DEPUTY CORONER		146 TYPE NAME TITLE OF CORONER / DEPUTY CORONER	
147 SIGNATURE OF CORONER / DEPUTY CORONER		148 TYPE NAME TITLE OF CORONER / DEPUTY CORONER	
149 SIGNATURE OF CORONER / DEPUTY CORONER		150 TYPE NAME TITLE OF CORONER / DEPUTY CORONER	
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EXHIBIT 104

EXHIBIT 105



United States Bankruptcy Court  
Central District of California

**Notice of Bankruptcy Case Filing**

A bankruptcy case concerning the debtor(s) listed below was filed under Chapter 13 of the United States Bankruptcy Code, entered on 12/09/2010 at 09:29 AM and filed on 12/09/2010.

**Natalie Minster**  
9710 Zelzah Ave #102  
Northridge, CA 91325  
818-926-7123  
SSN / ITIN: xxx-xx-6865



The bankruptcy trustee is:

**Elizabeth (SV) F Rojas (TR)**  
Valley Executive Center  
15260 Ventura Blvd., Suite 710  
Sherman Oaks, CA 91403  
818-933-5700

The case was assigned case number 1:10-bk-25425-GM to Judge Geraldine Mund.

In most instances, the filing of the bankruptcy case automatically stays certain collection and other actions against the debtor and the debtor's property. Under certain circumstances, the stay may be limited to 30 days or not exist at all, although the debtor can request the court to extend or impose a stay. If you attempt to collect a debt or take other action in violation of the Bankruptcy Code, you may be penalized. Consult a lawyer to determine your rights in this case.

If you would like to view the bankruptcy petition and other documents filed by the debtor, they are available at our *Internet* home page [www.cacb.uscourts.gov](http://www.cacb.uscourts.gov) or at the Clerk's Office, 21041 Burbank Blvd., Woodland Hills, CA 91367-6603.

You may be a creditor of the debtor. If so, you will receive an additional notice from the court setting forth important deadlines.

**Kathleen J. Campbell**

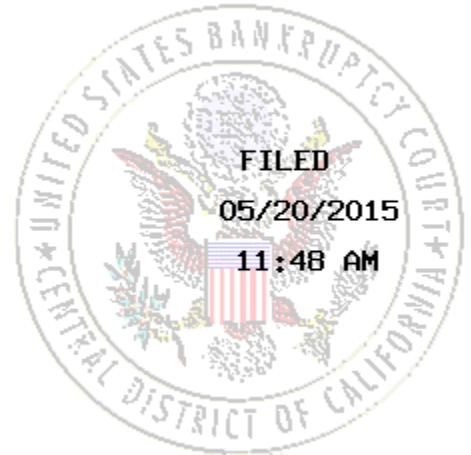
EXHIBIT 106

United States Bankruptcy Court  
Central District of California

**Notice of Bankruptcy Case Filing**

A bankruptcy case concerning the debtor(s) listed below was filed under Chapter 7 of the United States Bankruptcy Code, entered on 05/20/2015 at 11:48 AM and filed on 05/20/2015.

**Nina Kayelynn Minster**  
7831 Laurelgrove Ave  
North Hollywood, CA 91605  
SSN / ITIN: xxx-xx-6865  
*aka Natalie Lynn Minster*



The case was filed by the debtor's attorney:    The bankruptcy trustee is:

**Daniel King**  
The Attorney Group  
3435 Wilshire Blvd Ste 1111  
Los Angeles, CA 90010  
213-388-3887

**Nancy J Zamora (TR)**  
U.S. Bank Tower  
633 West 5th Street, Suite 2600  
Los Angeles, CA 90071  
213-488-9411

The case was assigned case number 1:15-bk-11778-MT to Judge Maureen Tighe.

In most instances, the filing of the bankruptcy case automatically stays certain collection and other actions against the debtor and the debtor's property. Under certain circumstances, the stay may be limited to 30 days or not exist at all, although the debtor can request the court to extend or impose a stay. If you attempt to collect a debt or take other action in violation of the Bankruptcy Code, you may be penalized. Consult a lawyer to determine your rights in this case.

If you would like to view the bankruptcy petition and other documents filed by the debtor, they are available at our *Internet* home page [www.cacb.uscourts.gov](http://www.cacb.uscourts.gov) or at the Clerk's Office, 21041 Burbank Blvd., Woodland Hills, CA 91367-6603.

You may be a creditor of the debtor. If so, you will receive an additional notice from the court setting forth important deadlines.

**Kathleen J. Campbell**

EXHIBIT 107

This page is part of your document - DO NOT DISCARD



**20160342579**



Pages:  
0004

Recorded/Filed in Official Records  
Recorder's Office, Los Angeles County,  
California

03/29/16 AT 08:00AM

**PCOR SURCHARGE \$20.00**

FEES:	48.00
TAXES:	0.00
OTHER:	0.00
PAID:	48.00



LEADSHEET



201603290970003

00011886713



007460795

SEQ:  
02

DAR - Title Company (Hard Copy)



**THIS FORM IS NOT TO BE DUPLICATED**

FIDELITY NATIONAL TITLE  
ORANGE COUNTY

RECORDING REQUESTED BY  
Fidelity National Title Company

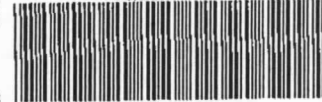
Escrow No.: 00110728-001-KN

Title Order No.: 110728

When Recorded Mail Document and  
Tax Statement To:

MARTIN MINSTER  
7831 LAURELGROVE AVENUE  
NORTH HOLLYWOOD, CA 91605

03/29/2016



\*20160342579\*

Parcel No. 2309-005-016

SPACE ABOVE THIS LINE FOR RECORDER'S USE

GRANT DEED

THE UNDERSIGNED GRANTOR(S) DECLARE(S)

Documentary transfer tax is \$ 0.00 City Tax \$ 0.00

computed on full value of property conveyed, or

computed on full value less value of liens or encumbrances remaining at time of sale,

Unincorporated Area City of North Hollywood

*None  
no consideration*

X "This conveyance transfers the grantor's interest into or out of his or her revocable living trust, R & T 11930."

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,

Martin Minster, Successor <sup>Trustee</sup> ~~Trustor~~ of the Barbara and Martin Minster Family Trust, dated August 21, 1994, who acquired  
hereby GRANT(s) to title as Martin Minster, Successor Trustor of the Barbara and Martin  
Martin Minster, A Widower Minster Family Trust dated August 21, 1994  
the following real property in the County of Los Angeles, State of California:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF.

Dated: February 18, 2016

*THE BARBARA AND MARTIN MINSTER FAMILY TRUST.*

*Martin Minster*, TRUSTEE  
Martin Minster, ~~Trustor~~ Trustee

MAIL TAX STATEMENTS AS DIRECTED ABOVE

RTGRANTDEE3 (DSI Rev. 10/29/14)

Escrow No. 00110728-001-KN  
Order No. 110728

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 Los Angeles } ss:

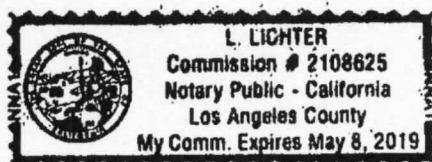
On March 22, 2016 before me, L. Lichter, Notary Public,  
a Notary Public, personally appeared Martin Minster

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies) and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature 



Escrow No.: 00110728-001-KN  
Title Order No.: 110728  
Parcel No. 2309-005-016

**EXHIBIT "A"**  
**Legal Description**

LOT 12, TRACT NO. 13907, IN THE CITY OF LOS ANGELES, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS  
PER MAP RECORDED IN BOOK 328 PAGE 20 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID  
COUNTY.



EXHIBIT 108

This page is part of your document - DO NOT DISCARD



**20160342580**



Pages:  
0016

Recorded/Filed in Official Records  
Recorder's Office, Los Angeles County,  
California

03/29/16 AT 08:00AM

FEES:	85.00
TAXES:	0.00
OTHER:	0.00
PAID:	85.00



LEADSHEET



201603290970003

00011886714



007460795

SEQ:  
03

DAR - Title Company (Hard Copy)



THIS FORM IS NOT TO BE DUPLICATED

T62

648/09

**FIDELITY NATIONAL TITLE  
ORANGE COUNTY**

Recording Requested By:  
HighTechLending Inc.

When Recorded, mail to:  
HighTechLending Inc.  
2030 Main St., #350  
Irvine, CA 92614



A 110728

Apn: 2309-005-016 [Space Above This Line For Recording Data]

State of CALIFORNIA

FHA Case No. 197-7516582-962  
Loan No. R129-2427303  
MIN: 1005220-0005002640-7

# **ADJUSTABLE RATE HOME EQUITY CONVERSION DEED OF TRUST**

## **THIS DEED OF TRUST SECURES A REVERSE MORTGAGE LOAN**

**THIS SECURITY INSTRUMENT SECURES A LOAN THAT  
PROVIDES FOR NEGATIVE AMORTIZATION AND  
COMPOUNDING OF INTEREST. INTEREST THAT IS  
UNPAID WILL BE ADDED TO PRINCIPAL AND INTEREST  
WILL BE CHARGED THEREON.**

THIS DEED OF TRUST ("Security Instrument") is made on March 22, 2016. The trustor is Martin Minster, A Widower, whose address is 7831 LAURELGROVE AVENUE, NORTH HOLLYWOOD, California 91605 ("Borrower"). The term "Borrower" does not include the Borrower's successors and assigns. The trustee is Fidelity National Title Company-IRVINE, 19000 MacArthur Blvd, Ste 300, Irvine, CA 92612 ("Trustee"). The beneficiary is Mortgage Electronic Registration Systems Inc. ("MERS"), which is organized and existing under the laws of Delaware, and whose address is P.O. Box 2026, Flint, MI 48501-2026, telephone (888) 679-MERS. HighTechLending Inc. is organized and existing under the laws of United States of America, and has an address of 2030 Main St., #350, Irvine, CA 92614 ("Lender"). Borrower has agreed to repay to Lender amounts which Lender is obligated to advance, including future advances made on Borrower's behalf, under the terms of a Home Equity Conversion Mortgage Loan Agreement dated the same date as this Security Instrument ("Loan Agreement"). The agreement to repay is evidenced by Borrower's Adjustable-Rate Note dated the same date as this Security Instrument ("Note"). The beneficiary of this Security Instrument is MERS (solely as nominee for Lender and Lender's successors and assigns) and the successors and assigns of MERS. This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest at a rate subject to adjustment (interest), and

3

all renewals, extensions and modifications of the Note, up to a maximum principal amount of Seven Hundred Fifty Six Thousand Dollars and Zero Cents (U.S. \$756,000.00); (b) the payment of all other sums, with interest, advanced under Paragraph 5 to protect the security of this Security Instrument or otherwise due under the terms of this Security Instrument; and (c) the performance of Borrower's covenants and agreements under this Security Instrument and the Note and the Loan Agreement. For this purpose, Borrower irrevocably grants and conveys to Trustee, in trust, with power of sale, the following described property located in LOS ANGELES County, CALIFORNIA:

**See legal description as Exhibit A attached hereto and made a part hereof for all intents and purposes**

which has the address of  
**7831 LAURELGROVE AVENUE, NORTH HOLLYWOOD, California 91605, ("Property Address")**

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property." Borrower understands and agrees that MERS holds only legal title to the interests granted by Borrower in this Security Instrument, but, if necessary to comply with law or custom, MERS (as nominee for Lender and Lender's successors and assigns) has the right: to exercise any or all of those interests, including, but not limited to, the right to foreclose and sell the Property; and to take any action required of Lender including, but not limited to, releasing and canceling this Security Instrument.

**BORROWER COVENANTS** that Borrower is lawfully seised of the estate hereby conveyed and has the right to grant and convey the Property and that the Property is unencumbered. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

**THIS SECURITY INSTRUMENT** combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

**UNIFORM COVENANTS.** Borrower and Lender covenant and agree as follows:

**1. Payment of Principal and Interest.** Borrower shall pay when due the principal of, and interest on, the debt evidenced by the Note.

**2. Payment of Property Charges.** Borrower shall pay all property charges consisting of property taxes, hazard insurance premiums, flood insurance premiums, ground rents, condominium fees, planned unit development fees, homeowner's association fees, and any other special assessments that may be required by local or state law in a timely manner, and shall provide evidence of payment to Lender, unless Lender pays certain property charges as provided for and in accordance with the Loan Agreement unless Lender pays property charges as provided for and in accordance with the Loan Agreement.

**3. Fire, Flood and Other Hazard Insurance.** Borrower shall insure all improvements on the Property, whether now in existence or subsequently erected, against any hazards, casualties, and contingencies, including, but not limited to, fire and flood, for which Lender requires insurance. Such insurance shall be maintained in the amounts, and for the periods that Lender requires; Lender has the discretion to

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increase or decrease the amount of any insurance required at any time provided the amount is equal to or greater than any minimum required by the Secretary of Housing and Urban Development ("Secretary"). Whether or not Lender imposes a flood insurance requirement, Borrower shall at a minimum insure all improvements on the Property, whether now in existence or subsequently erected, against loss by floods to the extent required by the Secretary. If the Lender imposes insurance requirements, all insurance shall be carried with companies approved by Lender, and the insurance policies and any renewals shall be held by Lender and shall include loss payable clauses in favor of, and in a form acceptable to, Lender,

In the event of loss, Borrower shall give Lender immediate notice by mail. Lender may make proof of loss if not made promptly by Borrower. Each insurance company concerned is hereby authorized and directed to make payment for such loss to Lender instead of to Borrower and Lender jointly. Insurance proceeds shall be applied to restoration or repair of the damaged Property, if the restoration or repair is economically feasible and Lender's security is not lessened. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied first to the reduction of any indebtedness under a Second Note and Second Security Instrument (as described in Paragraph 15) held by the Secretary on the Property and then to the reduction of the indebtedness under the Note and this Security Instrument. Any excess insurance proceeds over an amount required to pay all outstanding indebtedness under the Note and this Security Instrument shall be paid to the entity legally entitled thereto.

In the event of foreclosure of this Security Instrument or other transfer of title to the Property that extinguishes the indebtedness, all right, title and interest of Borrower in and to insurance policies in force shall pass to the purchaser.

**4. Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application; Leaseholds.** Borrower shall occupy, establish, and use the Property as Borrower's Principal Residence after the execution of this Security Instrument and Borrower (or at least one Borrower, if initially more than one person are Borrowers) shall continue to occupy the Property as Borrower's Principal Residence for the term of the Security Instrument.

Borrower shall not commit waste or destroy, damage or substantially change the Property or allow the Property to deteriorate, reasonable wear and tear excepted. Borrower shall also be in default if Borrower, during the loan application process, gave materially false or inaccurate information or statements to Lender (or failed to provide Lender with any material information) in connection with the loan evidenced by the Note, including, but not limited to, representations concerning Borrower's occupancy of the Property as a Principal Residence. If this Security Instrument is on a leasehold, Borrower shall comply with the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and fee title shall not be merged unless Lender agrees to the merger in writing.

**5. Charges to Borrower and Protection of Lender's Rights in the Property.** Borrower shall pay all governmental or municipal charges, fines and impositions that are not included in Paragraph 2. Borrower shall pay these obligations on time directly to the entity which is owed the payment. If failure to pay would adversely affect Lender's interest in the Property, upon Lender's request Borrower shall promptly furnish to Lender receipts evidencing these payments. Borrower shall promptly discharge any lien which has priority over this Security Instrument in the manner provided in Paragraph 14(c).

If Borrower fails to make these payments or pay the property charges required by Paragraph 2, or fails to perform any other covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, for condemnation or to enforce laws or regulations), then Lender may do and pay whatever

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is necessary to protect the value of the Property and Lender's rights in the Property, including payment of taxes, hazard insurance and other items mentioned in Paragraph 2.

To protect Lender's security in the Property, Lender shall advance and charge to Borrower all amounts due to the Secretary for the Mortgage Insurance Premium as defined in the Loan Agreement as well as all sums due to the loan servicer for servicing activities as defined in the Loan Agreement. Any amounts disbursed by Lender under this Paragraph shall become an additional debt of Borrower as provided for in the Loan Agreement and shall be secured by this Security Instrument.

**6. Inspection.** Lender or its agent may enter on, inspect or make appraisals of the Property in a reasonable manner and at reasonable times provided that Lender shall give the Borrower notice prior to any inspection or appraisal specifying a purpose for the inspection or appraisal which must be related to Lender's interest in the Property. If the Property is vacant or abandoned or the loan is in default, Lender may take reasonable action to protect and preserve such vacant or abandoned Property without notice to the Borrower.

**7. Condemnation.** The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation, or other taking of any part of the Property, or for conveyance in place of condemnation shall be paid to Lender. The proceeds shall be applied first to the reduction of any indebtedness under a Second Note and Second Security Instrument held by the Secretary on the Property, and then to the reduction of the indebtedness under the Note and this Security Instrument. Any excess proceeds over an amount required to pay all outstanding indebtedness under the Note and this Security Instrument shall be paid to the entity legally entitled thereto.

**8. Fees.** Lender may collect fees and charges authorized by the Secretary.

**9. Non-Borrowing Spouse.** Borrower, N/A is married to N/A ("Non-Borrowing Spouse"), who is not a Borrower under the terms of the "Second Note," "Loan Agreement" or this Security Instrument.

(a) **Eligible Non-Borrowing Spouse** - a Non-Borrowing Spouse identified by the Borrower who meets, and continues to meet, the Qualifying Attributes requirements established by the Secretary that the Non-Borrowing Spouse must satisfy in order to be eligible for the Deferral Period.

(b) **Ineligible Non-Borrowing Spouse** - A Non-Borrowing Spouse who does not meet the Qualifying Attributes requirements established by the Secretary that the Non-Borrowing Spouse must satisfy in order to be eligible for the Deferral Period.

#### **10. Grounds for Acceleration of Debt.**

##### **(a) Due and Payable - Death.**

(i) Except as provided in Paragraph 10(a)(ii), Lender may require immediate payment in full of all sums secured by this Security Instrument if a Borrower dies and the Property is not the Principal Residence of at least one surviving Borrower.

(ii) Lender shall defer the due and payable requirement under Paragraph 10(a)(i) above for any period of time ("Deferral Period") in which a Non-Borrowing Spouse identified in Paragraph 9 qualifies as an Eligible Non-Borrowing Spouse and certifies all of the following conditions are, and continue to be, met:

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- a. Such Eligible Non-Borrowing Spouse remained the spouse of the identified Borrower for the duration of such Borrower's lifetime;
- b. Such Eligible Non-Borrowing Spouse has occupied, and continues to occupy, the Property [his/her] Principal Residence;
- c. Such Eligible Non-Borrowing Spouse has established legal ownership or other ongoing legal right to remain in the property securing this Note;
- d. All other obligations of the Borrower under the Note, the Loan Agreement and this Security Instrument continue to be satisfied; and
- e. The Note is not eligible to be called due and payable for any other reason.

This sub paragraph (ii) is inapplicable or null and void if an Eligible Non-Borrowing Spouse is or becomes an Ineligible Non-Borrowing Spouse at any time. Further, during a deferral of the due and payable status, should any of the conditions for deferral listed in this Paragraph cease to be met, such a deferral shall immediately cease and the Note will become immediately due and payable in accordance with the provisions of Paragraph 6 (A)(i) of the Note.

**(b) Due and Payable - Sale.** Lender may require immediate payment in full of all sums secured by this Security Instrument if all of a Borrower's title in the Property (or his or her beneficial interest in a trust owning all or part of the Property) is sold or otherwise transferred and no other Borrower retains title to the Property in fee simple or retains a leasehold under a lease for not less than 99 years which is renewable or a lease having a remaining period of not less than 50 years beyond the date of the 100th birthday of the youngest Borrower or retains a life estate (or retaining a beneficial interest in a trust with such an interest in the Property). A deferral of due and payable status is not permitted when a Lender requires immediate payment in full under this paragraph.

**(c) Due and Payable with Secretary Approval.** - Lender may require immediate payment in full of all sums secured by this Security Instrument, upon approval of the Secretary, if:

- (i) Property ceases to be the Principal Residence of a Borrower for reasons other than death and the Property is not the Principal Residence of at least one other Borrower; or
- (ii) For a period of longer than twelve (12) consecutive months, a Borrower fails to occupy the Property because of physical or mental illness and the Property is not the Principal Residence of at least one other Borrower; or
- (iii) An obligation of the Borrower under this Security Instrument is not performed.

A deferral of due and payable status is not permitted when a Lender requires immediate payment in full under this Paragraph 10(C).

**(d) Notice and Certification to Lender.** Borrower shall complete and provide to the Lender on an annual basis a certification, in a form prescribed by the Lender, stating whether the Property remains the Borrower's Principal Residence and, if applicable, the Principal Residence of his or her Non-Borrowing Spouse. Where a Borrower has identified a Non-Borrowing Spouse in Paragraph 9 and the identified Non-Borrowing Spouse qualifies as an Eligible Non-Borrowing Spouse, the Borrower shall also complete and provide to the Lender on an annual basis an Eligible Non-Borrowing Spouse certification, in a form prescribed by the Lender, certifying that all requirements for the application of a Deferral Period continue to apply and continue to be met.

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During a Deferral Period, the annual Principal Residence certification must continue to be completed and provided to the Lender by the Eligible Non-Borrowing Spouse. The Borrower shall also notify Lender whenever any of the events listed in Paragraph 10 (b) and (c) occur.

**(e) Notice to Secretary and Borrower.** Lender shall notify the Secretary and Borrower whenever the loan becomes due and payable under Paragraph 10 (b) and (c). Lender shall not have the right to commence foreclosure until Borrower has had thirty (30) days after notice to either:

- (i) Correct the matter which resulted in the Security Instrument coming due and payable; or
- (ii) Pay the balance in full; or
- (iii) Sell the Property for the lesser of the balance or ninety-five (95%) of the appraised value and apply the net proceeds of the sale toward the balance; or
- (iv) Provide the Lender with a deed-in-lieu of foreclosure.

**(f) Notice to Secretary and Eligible Non-Borrowing Spouse.** Lender shall notify the Secretary and any Eligible Non-Borrowing Spouse whenever any event listed in Paragraph 10 (b) and (c) occurs during a Deferral Period.

**(g) Trusts.** Conveyance of a Borrower's interest in the Property to a trust which meets the requirements of the Secretary, or conveyance of a trust's interests in the Property to a Borrower, shall not be considered a conveyance for purposes of this Paragraph 10. A trust shall not be considered an occupant or be considered as having a Principal Residence for purposes of this Paragraph 10.

**(h) Mortgage Not Insured.** Borrower agrees that should this Security Instrument and the Note not be eligible for insurance under the National Housing Act within eight (8) months from the date hereof, if permitted by applicable law Lender may, at its option, require immediate payment-in-full of all sums secured by this Security Instrument. A written statement of any authorized agent of the Secretary dated subsequent to eight (8) months from the date hereof, declining to insure this Security Instrument and the Note, shall be deemed conclusive proof of such ineligibility. Notwithstanding the foregoing, this option may not be exercised by Lender when the unavailability of insurance is solely due to Lender's failure to remit a mortgage insurance premium to the Secretary.

**11. No Deficiency Judgments.** Borrower shall have no personal liability for payment of the debt secured by this Security Instrument. Lender may enforce the debt only through sale of the Property. Lender shall not be permitted to obtain a deficiency judgment against Borrower if the Security Instrument is foreclosed. If this Security Instrument is assigned to the Secretary upon demand by the Secretary, Borrower shall not be liable for any difference between the mortgage insurance benefits paid to Lender and the outstanding indebtedness, including accrued interest, owed by Borrower at the time of the assignment.

**12. Reinstatement by Borrower.** Borrower has a right to be reinstated if Lender has required immediate payment in full. This right applies even after foreclosure proceedings are instituted. To reinstate this Security Instrument, Borrower shall correct the condition which resulted in the requirement for immediate payment in full. Foreclosure costs and reasonable and customary attorney's fees and



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expenses properly associated with the foreclosure proceeding shall be added to the Principal Balance. Upon reinstatement by Borrower, this Security Instrument and the obligations that it secures shall remain in effect as if Lender had not required immediate payment in full. However, Lender is not required to permit reinstatement if: (i) Lender has accepted reinstatement after the commencement of foreclosure proceedings within two (2) years immediately preceding the commencement of a current foreclosure proceeding, (ii) reinstatement will preclude foreclosure on different grounds in the future, or (iii) reinstatement will adversely affect the priority of the Security Instrument.

**13. Deferral Period Reinstatement.** If a Deferral Period ceases or becomes unavailable because a Non-Borrowing Spouse no longer satisfies the Qualifying Attributes for a Deferral Period and has become an Ineligible Non-Borrowing Spouse, neither the Deferral Period nor the Security Instrument may be reinstated. In the event a Deferral Period ceases because an obligation of the Note, the Loan Agreement, or this Security Instrument has not been met or the Note has become eligible to be called due and payable and is in default for a reason other than death, an Eligible Non-Borrowing Spouse may have a Deferral Period and this Security Instrument reinstated provided that the condition which resulted in the Deferral Period ceasing is corrected within thirty (30) days. A Lender may require the Eligible Non-Borrowing spouse to pay for foreclosure costs and reasonable and customary attorney's fees and expenses properly associated with the foreclosure proceeding, such costs may not be added to the Principal Balance. Upon reinstatement by an Eligible Non-Borrowing Spouse, the Deferral Period and this Security Instrument and the obligations that it secures shall remain in effect as if the Deferral Period had not ceased and the Lender had not required immediate payment in full. However, Lender is not required to permit reinstatement if: (i) the Lender has accepted a reinstatement of either the Deferral Period or this Security Instrument within the past two (2) years immediately preceding the current notification to the Eligible Non-Borrowing Spouse that the mortgage is due and payable; (ii) reinstatement of either the Deferral Period or this Security Instrument will preclude foreclosure in the future, or (iii) reinstatement of either the Deferral Period or Security Instrument will adversely affect the priority of this Security Instrument.

#### **14. Lien Status.**

##### **(a) Modification.**

Borrower agrees to extend this Security Instrument in accordance with this Paragraph 14(a). If Lender determines that the original lien status of the Security Instrument is jeopardized under state law (including but not limited to situations where the amount secured by the Security Instrument equals or exceeds the maximum principal amount stated or the maximum period under which loan advances retain the same lien priority initially granted to loan advances has expired) and state law permits the original lien status to be maintained for future loan advances through the execution and recordation of one or more documents, then Lender shall obtain title evidence at Borrower's expense. If the title evidence indicates that the Property is not encumbered by any liens (except this Security Instrument, the Second Security Instrument described in Paragraph 15(A) and any subordinate liens that the Lender determines will also be subordinate to any future loan advances), Lender shall request the Borrower to execute any documents necessary to protect the lien status of future loan advances. Borrower agrees to execute such documents. If state law does not permit the original lien status to be extended to future loan advances, Borrower will be deemed to have failed to have performed an obligation under this Security Instrument.

##### **(b) Tax Deferral Programs.**

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Borrower shall not participate in a real estate tax deferral program, if any liens created by the tax deferral are not subordinate to this Security Instrument.

**(c) Prior Liens.**

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) contests in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien or forfeiture of any part of the Property; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to all amounts secured by this Security Instrument. If Lender determines that any part of the Property is subject to a lien which may attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above within ten (10) days of the giving of notice.

**15. Relationship to Second Security Instrument.**

**(a) Second Security Instrument.** In order to secure payments which the Secretary may make to or on behalf of Borrower pursuant to Section 255(i)(1)(A) of the National Housing Act and the Loan Agreement, the Secretary has required Borrower to execute a Second Note and a Second Security Instrument on the Property.

**(b) Relationship of First and Second Security Instruments.** Payments made by the Secretary shall not be included in the debt under the Note unless:

(i) This Security Instrument is assigned to the Secretary; or

(ii) The Secretary accepts reimbursement by the Lender for all payments made by the Secretary.

If the circumstances described in (i) or (ii) occur, then all payments by the Secretary, including interest on the payments, but excluding late charges paid by the Secretary, shall be included in the debt under the Note.

**(c) Effect on Borrower.** Where there is no assignment or reimbursement as described in (b)(i) or (ii) and the Secretary makes payments to Borrower, then Borrower shall not:

(i) Be required to pay amounts owed under the Note, or pay any rents and revenues of the Property under Paragraph 23 to Lender or a receiver of the Property, until the Secretary has required payment-in-full of all outstanding principal and accrued interest under the Second Note; or

(ii) Be obligated to pay interest or shared appreciation under the Note at any time, whether accrued before or after the payments by the Secretary, and whether or not accrued interest has been included in the principal balance under the Note.

**(d) No Duty of the Secretary.** The Secretary has no duty to Lender to enforce covenants of the Second Security Instrument or to take actions to preserve the value of the Property, even though Lender may be unable to collect amounts owed under the Note because of restrictions in this

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Paragraph 15.

**16. Forbearance by Lender Not a Waiver.** Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

**17. Successors and Assigns Bound; Joint and Several Liability.** The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender. Borrower may not assign any rights or obligations under this Security Instrument or under the Note, except to a trust that meets the requirements of the Secretary. Borrower's covenants and agreements shall be joint and several.

Notwithstanding anything to the contrary herein, upon the death of the last surviving Borrower, the Borrower's successors and assigns will be bound to perform Borrower's obligations under this Security Instrument.

**18. Notices.** Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to the Property Address or any other address all Borrowers jointly designate. Any notice to Lender shall be given by first class mail to Lender's address stated herein or any address Lender designates by notice to Borrower. Any notice to a Non-Borrowing Spouse provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to the Property Address. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower, Lender, or Non-Borrowing Spouse when given as provided in this Paragraph 17.

**19. Governing Law; Severability.** This Security Instrument shall be governed by Federal law and the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Security Instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Note are declared to be severable.

**20. Borrower's Copy.** Borrower shall be given one conformed copy of the Note and this Security Instrument.

**21. Third-Party Beneficiary.** Except as set forth in Paragraph 10(a)(ii) and only for an Eligible Non-Borrowing Spouse, this Security Instrument does not and is not intended to confer any rights or remedies upon any person other than the parties. Borrower agrees that it is not a third-party beneficiary to the Contract of Insurance between HUD and Lender.

**22. Capitalized Terms.** Capitalized terms not defined in this Security Instrument shall have the meanings ascribed to them in the Loan Agreement.

**NON-UNIFORM COVENANTS.** Borrower and Lender covenant and agree as follows:

**23. Assignment of Rents.** Borrower unconditionally assigns and transfers to Lender all the rents and revenues of the Property. Borrower authorizes Lender or Lender's agents to collect the rents and revenues and hereby directs each tenant of the Property to pay the rents to Lender or Lender's agents. However, prior to Lender's notice to Borrower of Borrower's breach of any covenant or agreement in the Security Instrument, Borrower shall collect and receive all rents and revenues of the Property as trustee for the benefit of Lender and Borrower. This assignment of rents constitutes an absolute assignment and

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not an assignment for additional security only.

If Lender gives notice of breach to Borrower: (a) all rents received by Borrower shall be held by Borrower as trustee for benefit of Lender only, to be applied to the sums secured by this Security Instrument; (b) Lender shall be entitled to collect and receive all of the rents of the Property; and (c) each tenant of the Property shall pay all rents due and unpaid to Lender or Lender's agent on Lender's written demand to the tenant.

Borrower has not executed any prior assignment of the rents and has not and will not perform any act that would prevent Lender from exercising its rights under this Paragraph 22.

Lender shall not be required to enter upon, take control of or maintain the Property before or after giving notice of breach to Borrower. However, Lender or a judicially appointed receiver may do so at any time there is a breach. Any application of rents shall not cure or waive any default or invalidate any other right or remedy of Lender. This assignment of rents of the Property shall terminate when the debt secured by this Security Instrument is paid in full.

**24. Foreclosure Procedure.** If Lender requires immediate payment-in-full under Paragraph 10, Lender may invoke the power of sale and any other remedies permitted by applicable law. Lender shall be entitled to collect all costs and expenses incurred in pursuing the remedies provided in this Paragraph 24, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

If Lender invokes the power of sale, Lender shall execute or cause Trustee to execute a written notice of the occurrence of an event of default and of Lender's election to cause the Property to be sold. Trustee shall cause this notice to be recorded in each county in which any part of the Property is located. Lender or Trustee shall mail copies of the notice as prescribed by applicable law to Borrower and to the other persons prescribed by applicable law. Trustee shall give public notice of sale to the persons and in the manner prescribed by applicable law. After the time required by applicable law, Trustee, without demand on Borrower, shall sell the Property at public auction to the highest bidder at the time and place and under the terms designated in the notice of sale in one or more parcels and in any order Trustee determines. Trustee may postpone sale of all or any parcel of the Property by public announcement at the time and place of any previously scheduled sale. Lender or its designee may purchase the Property at any sale.

Trustee shall deliver to the purchaser Trustee's deed conveying the Property without any covenant or warranty, expressed or implied. The recitals in the Trustee's deed shall be prima facie evidence of the truth of the statements made therein. Trustee shall apply the proceeds of the sale in the following order: (a) to all expenses of the sale, including, but not limited to, reasonable Trustee's and attorneys' fees; (b) to all sums secured by this Security Instrument; and (c) any excess to the person or persons legally entitled to it.

**25. Lien Priority.** The full amount secured by this Security Instrument shall have the same priority over any other liens on the Property as if the full amount had been disbursed on the date the initial disbursement was made, regardless of the actual date of any disbursement. The amount secured by this Security Instrument shall include all direct payments by Lender to Borrower and all other loan advances permitted by this Security Instrument for any purpose. This lien priority shall apply notwithstanding any State constitution, law or regulation, except that this lien priority shall not affect the priority of any liens for unpaid State or local governmental unit special assessments or taxes.

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**26. Adjustable-Rate Feature.** Under the Note, the initial stated interest rate of 3.711% which accrues on the unpaid principal balance ("Initial Interest Rate") is subject to change, as described below. When the interest rate changes, the new adjusted interest rate will be applied to the total outstanding principal balance. Each adjustment to the interest rate will be based upon the average of interbank offered rates for one-year U.S. dollar denominated deposits in the London Market ("LIBOR"), as published in The Wall Street Journal ("Index"), rounded to three digits to the right of the decimal point, plus a margin. If the Index is no longer available, Lender will be required to use any index prescribed by the Department of Housing and Urban Development. Lender will give Borrower notice of new index.

Lender will perform the calculations described below to determine the new adjusted interest rate. The interest rate may change on April 1, 2017 and on that day of each succeeding year. "Change Date" means each date in which the interest rate could change.

The value of the Index will be determined, using the most recent Index figure available thirty (30) days before the Change Date ("Current Index"). Before each Change Date, the new interest rate will be calculated by adding a margin to the Current Index. The sum of the margin plus the Current Index will be called the "Calculated Interest Rate" for each Change Date. The Calculated Interest Rate will be compared to the interest rate in effect immediately prior to the current Change Date (the "Existing Interest Rate").

The Calculated Interest Rate cannot be more than 2.0 percentage points higher or lower than the Existing Interest Rate, nor can it be more than 5.0 percentage points higher or lower than the Initial Interest Rate.

The Calculated Interest Rate will be adjusted if necessary to comply with the rate limitation(s) described above and will be in effect until the next Change Date. At any change date, if the Calculated Interest Rate equals the Existing Interest Rate, the interest rate will not change.

**27. Obligatory Loan Advances.** Lender's responsibility to make Loan Advances under the terms of the Loan Agreement shall be deemed obligatory.

**28. Reconveyance.** Upon payment of all sums secured by this Security Instrument, Lender shall request Trustee to reconvey the Property and shall surrender this Security Instrument and all notes evidencing debt secured by this Security Instrument to Trustee. Trustee shall reconvey the Property without warranty to the person or persons legally entitled to it. Lender may charge such person or persons a reasonable fee for reconveying the Property as permitted under applicable law. If the fee charged does not exceed the fee set by applicable law, the fee is conclusively presumed to be reasonable.

**29. Substitute Trustee.** Lender, at its option, may from time to time appoint a successor trustee to any Trustee appointed hereunder by an instrument executed and acknowledged by Lender and recorded in the office of the Recorder of the county in which the Property is located. The instrument shall contain the name of the original Lender, Trustee and Borrower, the book and page where this Security Instrument is recorded and the name and address of the successor trustee. Without conveyance of the Property, the successor trustee shall succeed to all the title, powers and duties conferred upon the Trustee herein and by applicable law. This procedure for substitution of trustee shall govern to the exclusion of all other provisions for substitution.

**30. Statement of Obligation Fee.** Lender may collect a fee not to exceed the maximum amount

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permitted by applicable law for furnishing the statement of obligation as provided by Section 2943 of the Civil Code of California.

**31. Riders to this Security Instrument.** If one or more riders are executed by Borrower and recorded together with this Security Instrument, the covenants of each such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument. [Check applicable box(es).]

☐ Condominium Rider

☐ Planned Unit Development Rider

☐ Other [Specify]

**31. Nominee Capacity of MERS.** MERS serves as beneficiary of record and secured party solely as nominee for Lender and its successors and assigns and holds legal title to the interests granted, assigned, and transferred herein. All payments or deposits with respect to the Secured Obligations shall be made to Lender, all advances under the Loan Documents shall be made by Lender, and all consents, approvals, or other determinations required or permitted of Beneficiary herein shall be made by Lender. MERS shall at all times comply with the instructions of Lender and its successors and assigns. If necessary to comply with law or custom, MERS (for the benefit of Lender and its successors and assigns) may be directed by Lender to exercise any or all of those interests, including without limitation, the right to foreclose and sell the Property, and take any action required of Lender, including without limitation, a release, discharge or reconveyance of this Deed of Trust.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any rider(s) executed by Borrower and recorded with it.

Witnesses:

\_\_\_\_\_

\_\_\_\_\_

  
Martin Minster

(SEAL)

3-22-16  
Date

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[Space Below This Line For Acknowledgment]

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.

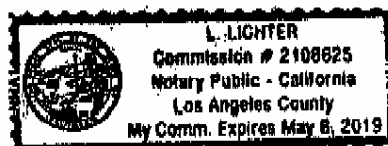
State of CALIFORNIA

County of Los Angeles

On March 22, 2016 before me, L. Lichter, Notary Public, personally appeared Martin Minster, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.



Signature

(Seal)

Loan Originator OrganizationMortgage Loan Originator Organization: **HighTechLending Inc.**Nationwide Mortgage Licensing system and Registry Identification Number: **7147**Individual Loan OriginatorMortgage Loan Originator: **Cory S.H.V van Vliet**Nationwide Mortgage Licensing system and Registry Identification Number: **1093663**

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**EXHIBIT A**

Exhibit A to the Security Instrument made on **March 22, 2016**, by **Martin Minster, A Widower** ("Borrower") to **Mortgage Electronic Registration Systems, Inc. ("MERS")** ("Beneficiary"). The Property is located in the county of **LOS ANGELES**, state of **California**, described as follows:

**Description of Property**

**LEGAL DESCRIPTION ATTACHED HERETO AND MADE A PART HEREOF**



PRELIMINARY REPORT  
YOUR REFERENCE:

Fidelity National Title Company  
ORDER NO.: 00110728-001-KN-DB1

**EXHIBIT A**  
**LEGAL DESCRIPTION**

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF NORTH HOLLYWOOD, IN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

LOT 12, TRACT NO. 13907, IN THE CITY OF LOS ANGELES, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 328 PAGE 20 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

APN: 2309-005-016

This page is part of your document - DO NOT DISCARD



**20160342581**



Pages:  
0017

Recorded/Filed in Official Records  
Recorder's Office, Los Angeles County,  
California

03/29/16 AT 08:00AM

FEES:	88.00
TAXES:	0.00
OTHER:	0.00
PAID:	88.00



LEADSHEET



201603290970003

00011886715



007460795

SEQ:  
04

DAR - Title Company (Hard Copy)



THIS FORM IS NOT TO BE DUPLICATED

T62

Entire

**FIDELITY NATIONAL TITLE  
ORANGE COUNTY**

Recording Requested By:  
HighTechLending Inc.

When Recorded, mail to:  
HighTechLending Inc.  
2030 Main St., #350  
Irvine, CA 92614



# 110728

Apr: 2309-005-016 [Space Above This Line For Recording Data]

State of CALIFORNIA

FHA Case No. 197-7516582-962  
Loan No. R129-2427303  
MIN: 1003220-0005002640-7

# **ADJUSTABLE RATE HOME EQUITY CONVERSION SECOND DEED OF TRUST**

## **THIS DEED OF TRUST SECURES A REVERSE MORTGAGE LOAN**

**THIS SECURITY INSTRUMENT SECURES A LOAN THAT  
PROVIDES FOR NEGATIVE AMORTIZATION AND  
COMPOUNDING OF INTEREST. INTEREST THAT IS  
UNPAID WILL BE ADDED TO PRINCIPAL AND INTEREST  
WILL BE CHARGED THEREON.**

THIS DEED OF TRUST ("Security Instrument" or "Second Security Instrument") is made on March 22, 2016. The trustor is **Martin Minster, A Widower**, whose address is 7831 LAURELGROVE AVENUE, NORTH HOLLYWOOD, California 91605 ("Borrower"). The term "Borrower" does not include the Borrower's successors and assigns. The trustee is the SENIOR OFFICIAL WITH RESPONSIBILITY FOR SINGLE FAMILY MORTGAGE INSURANCE PROGRAMS IN THE DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT FIELD OFFICE WITH JURISDICTION OVER THE PROPERTY DESCRIBED BELOW, OR A DESIGNEE OF THAT OFFICIAL ("Trustee"). The beneficiary is the Secretary of Housing and Urban Development, whose address is 451 Seventh Street, SW, Washington, DC 20410 ("Lender" or "Secretary"). Borrower

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has agreed to repay to Lender amounts which Lender is obligated to advance, including future advances, under the terms of a Home Equity Conversion Mortgage Loan Agreement dated the same date as this Security Instrument ("Loan Agreement"). The agreement to repay is evidenced by Borrower's Adjustable-Rate Note dated the same date as this Security Instrument ("Second Note"). This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Second Note, with interest at a rate subject to adjustment (interest), and all renewals, extensions and modifications of the Note, up to a maximum principal amount of **Seven Hundred Fifty Six Thousand Dollars and Zero Cents (U.S. \$756,000.00)**; (b) the payment of all other sums, with interest, advanced under Paragraph 5 to protect the security of this Security Instrument or otherwise due under the terms of this Security Instrument; and (c) the performance of Borrower's covenants and agreements under this Security Instrument and the Second Note. For this purpose, Borrower irrevocably grants and conveys to Trustee, in trust, with power of sale, the following described property located in **LOS ANGELES County, CALIFORNIA**:

**See legal description as Exhibit A attached hereto and made a part hereof for all intents and purposes**

which has the address of  
**7831 LAURELGROVE AVENUE, NORTH HOLLYWOOD, California 91605, ("Property Address")**

**TOGETHER WITH** all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property."

**BORROWER COVENANTS** that Borrower is lawfully seized of the estate hereby conveyed and has the right to grant and convey the Property and that the Property is only encumbered by a First Security Instrument given by Borrower and dated the same date as this Security Instrument ("First Security Instrument"). Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

**THIS SECURITY INSTRUMENT** combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

**UNIFORM COVENANTS.** Borrower and Lender covenant and agree as follows:

- 1. Payment of Principal and Interest.** Borrower shall pay when due the principal of, and interest on, the debt evidenced by the Second Note.
- 2. Payment of Property Charges.** Borrower shall pay all property charges consisting of property taxes, hazard insurance premiums, flood insurance premiums, ground rents, condominium fees, planned unit development fees, homeowner's association fees, and any other special assessments that may be required by local or state law in a timely manner, and shall provide evidence of payment to Lender, unless Lender pays certain property charges as provided for and in accordance with the Loan Agreement.
- 3. Fire, Flood and Other Hazard Insurance.** Borrower shall insure all improvements on the Property, whether now in existence or subsequently erected, against any hazards, casualties, and contingencies, including, but not limited to, fire and flood, for which Lender requires insurance. Such insurance shall

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be maintained in the amounts, and for the periods that Lender requires; Lender has the discretion to ~~increase or decrease~~ the amount of any insurance required at any time provided the amount is equal to or greater than any minimum required by the Secretary of Housing and Urban Development ("Secretary"). Whether or not Lender imposes a flood insurance requirement, Borrower shall at a minimum insure all improvements on the Property, whether now in existence or subsequently erected, against loss by floods to the extent required by the Secretary. If the Lender imposes insurance requirements, all insurance shall be carried with companies approved by Lender, and the insurance policies and any renewals shall be held by Lender and shall include loss payable clauses in favor of, and in a form acceptable to, Lender.

In the event of loss, Borrower shall give Lender immediate notice by mail. Lender may make proof of loss if not made promptly by Borrower. Each insurance company concerned is hereby authorized and directed to make payment for such loss to Lender, instead of to Borrower and Lender jointly. Insurance proceeds shall be applied to restoration or repair of the damaged Property, if the restoration or repair is economically feasible and Lender's security is not lessened. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied first to the reduction of any indebtedness under the Second Note and this Security Instrument and then to the reduction of the indebtedness under the First Note and First Security Instrument. Any excess insurance proceeds over an amount required to pay all outstanding indebtedness under the Second Note and this Security Instrument and the First Note and the First Security Instrument shall be paid to the entity legally entitled thereto.

In the event of foreclosure of this Security Instrument or other transfer of title to the Property that extinguishes the indebtedness, all right, title and interest of Borrower in and to insurance policies in force shall pass to the purchaser.

**4. Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application; Leaseholds.** Borrower shall occupy, establish, and use the Property as Borrower's Principal Residence after the execution of this Security Instrument and Borrower (or at least one Borrower, if initially more than one person are Borrowers) shall continue to occupy the Property as Borrower's Principal Residence for the term of the Security Instrument.

Borrower shall not commit waste or destroy, damage or substantially change the Property or allow the Property to deteriorate, reasonable wear and tear excepted. Borrower shall also be in default if Borrower, during the loan application process, gave materially false or inaccurate information or statements to Lender (or failed to provide Lender with any material information) in connection with the loan evidenced by the Note, including, but not limited to, representations concerning Borrower's occupancy of the Property as a Principal Residence. If this Security Instrument is on a leasehold, Borrower shall comply with the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and fee title shall not be merged unless Lender agrees to the merger in writing.

**5. Charges to Borrower and Protection of Lender's Rights in the Property.** Borrower shall pay all governmental or municipal charges, fines and impositions that are not included in Paragraph 2. Borrower shall pay these obligations on time directly to the entity which is owed the payment. If failure to pay would adversely affect Lender's interest in the Property, upon Lender's request Borrower shall promptly furnish to Lender receipts evidencing these payments. Borrower shall promptly discharge any lien which has priority over this Security Instrument in the manner provided in Paragraph 14(c).

If Borrower fails to make these payments or pay the property charges required by Paragraph 2, or fails to perform any other covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in

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bankruptcy, for condemnation or to enforce laws or regulations), then Lender may do and pay whatever is necessary to protect the value of the Property and Lender's rights in the Property, including payment of property taxes, hazard insurance and other items mentioned in Paragraph 2.

To protect Lender's security in the Property, Lender shall advance and charge to Borrower all amounts due to the Secretary for the Mortgage Insurance Premium as defined in the Loan Agreement as well as all sums due to the loan servicer for servicing activities as defined in the Loan Agreement. Any amounts disbursed by Lender under this Paragraph shall become an additional debt of Borrower as provided for in the Loan Agreement and shall be secured by this Security Instrument.

**6. Inspection.** Lender or its agent may enter on, inspect or make appraisals of the Property in a reasonable manner and at reasonable times provided that Lender shall give the Borrower notice prior to any inspection or appraisal specifying a purpose for the inspection or appraisal which must be related to Lender's interest in the Property. If the Property is vacant or abandoned or the loan is in default, Lender may take reasonable action to protect and preserve such vacant or abandoned Property without notice to the Borrower.

**7. Condemnation.** The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for conveyance in place of condemnation, shall be paid to Lender. The proceeds shall be applied first to the reduction of any indebtedness under the Second Note and this Security Instrument, and then to the reduction of the indebtedness under the First Note and First Security Instrument. Any excess proceeds over an amount required to pay all outstanding indebtedness under the Second Note and this Security Instrument and the First Note and First Security Instrument shall be paid to the entity legally entitled thereto.

**8. Fees.** Lender may collect fees and charges authorized by the Secretary.

**9. Non-Borrowing Spouse.** Borrower, N/A is married to N/A ("Non-Borrowing Spouse"), who is not a Borrower under the terms of the "Second Note," "Loan Agreement" or this Security Instrument.

(a) **Eligible Non-Borrowing Spouse** - a Non-Borrowing Spouse identified by the Borrower who meets, and continues to meet, the Qualifying Attributes requirements established by the Secretary that the Non-Borrowing Spouse must satisfy in order to be eligible for the Deferral Period.

(b) **Ineligible Non-Borrowing Spouse** - A Non-Borrowing Spouse who does not meet the Qualifying Attributes requirements established by the Secretary that the Non-Borrowing Spouse must satisfy in order to be eligible for the Deferral Period.

**10. Grounds for Acceleration of Debt.**

**(a) Due and Payable - Death.**

(i) Except as provided in Paragraph 10(a)(ii), Lender may require immediate payment in full of all sums secured by this Security Instrument if a Borrower dies and the Property is not the Principal Residence of at least one surviving Borrower.

(ii) Lender shall defer the due and payable requirement under Paragraph 10(a)(i) above for any period of time ("Deferral Period") in which a Non-Borrowing Spouse identified in Paragraph 9 qualifies as an Eligible Non-Borrowing Spouse and certifies all of the following conditions

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are, and continue to be, met:

- a. Such Eligible Non-Borrowing Spouse remained the spouse of the identified Borrower for the duration of such Borrower's lifetime;
- b. Such Eligible Non-Borrowing Spouse has occupied, and continues to occupy, the Property [his/her] Principal Residence;
- c. Such Eligible Non-Borrowing Spouse has established legal ownership or other ongoing legal right to remain in the property securing this Note;
- d. All other obligations of the Borrower under the Note, the Loan Agreement and this Security Instrument continue to be satisfied; and
- e. The Note is not eligible to be called due and payable for any other reason.

This sub paragraph (ii) is inapplicable or null and void if an Eligible Non-Borrowing Spouse is or becomes an Ineligible Non-Borrowing Spouse at any time. Further, during a deferral of the due and payable status, should any of the conditions for deferral listed in this Paragraph cease to be met, such a deferral shall immediately cease and the Note will become immediately due and payable in accordance with the provisions of Paragraph 6 (A)(i) of the Note.

**(b) Due and Payable - Sale.** Lender may require immediate payment in full of all sums secured by this Security Instrument if all of a Borrower's title in the Property (or his or her beneficial interest in a trust owning all or part of the Property) is sold or otherwise transferred and no other Borrower retains title to the Property in fee simple or retains a leasehold under a lease for not less than 99 years which is renewable or a lease having a remaining period of not less than 50 years beyond the date of the 100th birthday of the youngest Borrower or retains a life estate (or retaining a beneficial interest in a trust with such an interest in the Property). A deferral of due and payable status is not permitted when a Lender requires immediate payment in full under this paragraph.

**(c) Due and Payable with Secretary Approval.** - Lender may require immediate payment in full of all sums secured by this Security Instrument, upon approval of the Secretary, if:

- (i) Property ceases to be the Principal Residence of a Borrower for reasons other than death and the Property is not the Principal Residence of at least one other Borrower; or
- (ii) For a period of longer than twelve (12) consecutive months, a Borrower fails to occupy the Property because of physical or mental illness and the Property is not the Principal Residence of at least one other Borrower; or
- (iii) An obligation of the Borrower under this Security Instrument is not performed.

A deferral of due and payable status is not permitted when a Lender requires immediate payment in full under this Paragraph 10(C).

**(d) Notice and Certification to Lender.** Borrower shall complete and provide to the Lender on an annual basis a certification, in a form prescribed by the Lender, stating whether the Property remains the Borrower's Principal Residence and, if applicable, the Principal Residence of his or her Non-Borrowing Spouse. Where a Borrower has identified a Non-Borrowing Spouse in Paragraph 9 and the identified Non-Borrowing Spouse qualifies as an Eligible Non-Borrowing Spouse, the Borrower shall also complete and provide to the Lender on an annual basis an Eligible Non-Borrowing Spouse certification, in a form prescribed by the Lender, certifying that all

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requirements for the application of a Deferral Period continue to apply and continue to be met. During a Deferral Period, the annual Principal Residence certification must continue to be completed and provided to the Lender by the ~~Eligible Non-Borrowing Spouse. The Borrower~~. shall also notify Lender whenever any of the events listed in Paragraph 10 (b) and (c) occur.

**(e) Notice to Secretary and Borrower.** Lender shall notify the Secretary and Borrower whenever the loan becomes due and payable under Paragraph 10 (b) and (c). Lender shall not have the right to commence foreclosure until Borrower has had thirty (30) days after notice to either:

- (i) Correct the matter which resulted in the Security Instrument coming due and payable; or
- (ii) Pay the balance in full; or
- (iii) Sell the Property for the lesser of the balance or ninety-five (95%) of the appraised value and apply the net proceeds of the sale toward the balance; or
- (iv) Provide the Lender with a deed-in-lieu of foreclosure.

**(f) Notice to Secretary and Eligible Non-Borrowing Spouse.** Lender shall notify the Secretary and any Eligible Non-Borrowing Spouse whenever any event listed in Paragraph 10 (b) and (c) occurs during a Deferral Period.

**(g) Trusts.** Conveyance of a Borrower's interest in the Property to a trust which meets the requirements of the Secretary, or conveyance of a trust's interests in the Property to a Borrower, shall not be considered a conveyance for purposes of this Paragraph 10. A trust shall not be considered an occupant or be considered as having a Principal Residence for purposes of this Paragraph 10.

**11. No Deficiency Judgments.** Borrower shall have no personal liability for payment of the debt secured by this Security Instrument. Lender may enforce the debt only through sale of the Property. Lender shall not be permitted to obtain a deficiency judgment against Borrower if the Security Instrument is foreclosed.

**12. Reinstatement by Borrower.** Borrower has a right to be reinstated if Lender has required immediate payment in full. This right applies even after foreclosure proceedings are instituted. To reinstate this Security Instrument, Borrower shall correct the condition which resulted in the requirement for immediate payment in full. Foreclosure costs and reasonable and customary attorney's fees and expenses properly associated with the foreclosure proceeding shall be added to the Principal Balance. Upon reinstatement by Borrower, this Security Instrument and the obligations that it secures shall remain in effect as if Lender had not required immediate payment in full. However, Lender is not required to permit reinstatement if: (i) Lender has accepted reinstatement after the commencement of foreclosure proceedings within two (2) years immediately preceding the commencement of a current foreclosure proceeding, (ii) reinstatement will preclude foreclosure on different grounds in the future, or (iii) reinstatement will adversely affect the priority of the Security Instrument.

**13. Deferral Period Reinstatement.** If a Deferral Period ceases or becomes unavailable because a Non-Borrowing Spouse no longer satisfies the Qualifying Attributes for a Deferral Period and has become an Ineligible Non-Borrowing Spouse, neither the Deferral Period nor the Security Instrument may be reinstated. In the event a Deferral Period ceases because an obligation of the Note, the Loan Agreement, or this Security Instrument has not been met or the Note has become eligible to be called



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due and payable and is in default for a reason other than death, an Eligible Non-Borrowing Spouse may ~~in a Deferral Period and this Security Instrument reinstated provided that the condition which resulted~~ in the Deferral Period ceasing is corrected within thirty (30) days. A Lender may require the Eligible Non-Borrowing spouse to pay for foreclosure costs and reasonable and customary attorney's fees and expenses properly associated with the foreclosure proceeding, such costs may not be added to the Principal Balance. Upon reinstatement by an Eligible Non-Borrowing Spouse, the Deferral Period and this Security Instrument and the obligations that it secures shall remain in effect as if the Deferral Period had not ceased and the Lender had not required immediate payment in full. However, Lender is not required to permit reinstatement if: (i) the Lender has accepted a reinstatement of either the Deferral Period or this Security Instrument within the past two (2) years immediately preceding the current notification to the Eligible Non-Borrowing Spouse that the mortgage is due and payable; (ii) reinstatement of either the Deferral Period or this Security Instrument will preclude foreclosure in the future, or (iii) reinstatement of either the Deferral Period or Security Instrument will adversely affect the priority of this Security Instrument.

#### 14. Lien Status.

##### (a) Modification.

Borrower agrees to extend this Security Instrument in accordance with this Paragraph 14(a). If Lender determines that the original lien status of the Security Instrument is jeopardized under state law (including but not limited to situations where the amount secured by the Security Instrument equals or exceeds the maximum principal amount stated or the maximum period under which loan advances retain the same lien priority initially granted to loan advances has expired) and state law permits the original lien status to be maintained for future loan advances through the execution and recordation of one or more documents, then Lender shall obtain title evidence at Borrower's expense. If the title evidence indicates that the Property is not encumbered by any liens (except the First Security Instrument described in Paragraph 15(a), this Second Security Instrument and any subordinate liens that the Lender determines will also be subordinate to any future loan advances), Lender shall request the Borrower to execute any documents necessary to protect the lien status of future loan advances. Borrower agrees to execute such documents. If state law does not permit the original lien status to be extended to future loan advances, Borrower will be deemed to have failed to have performed an obligation under this Security Instrument.

##### (b) Tax Deferral Programs.

Borrower shall not participate in a real estate tax deferral program, if any liens created by the tax deferral are not subordinate to this Security Instrument.

##### (c) Prior Liens.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) contests in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien or forfeiture of any part of the Property; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to all amounts secured by this Security Instrument. If Lender determines that any part of the Property is subject to a lien which may attain priority over this Security Instrument, Lender may give

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Interest Rate").

The Calculated Interest Rate cannot be more than 2.0 percentage points higher or lower than the Existing Interest Rate, nor can it be more than 5.0 percentage points higher or lower than the Initial Interest Rate.

The Calculated Interest Rate will be adjusted if necessary to comply with the rate limitation(s) described above and will be in effect until the next Change Date. At any change date, if the Calculated Interest Rate equals the Existing Interest Rate, the interest rate will not change.

**28. Obligatory Loan Advances.** Lender's responsibility to make Loan Advances under the terms of the Loan Agreement shall be deemed obligatory.

**29. Reconveyance.** Upon payment of all sums secured by this Security Instrument, Lender shall request Trustee to reconvey the Property and shall surrender this Security Instrument and all notes evidencing debt secured by this Security Instrument to Trustee. Trustee shall reconvey the Property without warranty to the person or persons legally entitled to it. Lender may charge such person or persons a reasonable fee for reconveying the Property as permitted under applicable law. If the fee charged does not exceed the fee set by applicable law, the fee is conclusively presumed to be reasonable.

**30. Substitute Trustee.** Lender, at its option, may from time to time appoint a successor trustee to any Trustee appointed hereunder by an instrument executed and acknowledged by Lender and recorded in the office of the Recorder of the county in which the Property is located. The instrument shall contain the name of the original Lender, Trustee and Borrower, the book and page where this Security Instrument is recorded and the name and address of the successor trustee. Without conveyance of the Property, the successor trustee shall succeed to all the title, powers and duties conferred upon the Trustee herein and by applicable law. This procedure for substitution of trustee shall govern to the exclusion of all other provisions for substitution.

**31. Statement of Obligation Fee.** Lender may collect a fee not to exceed the maximum amount permitted by applicable law for furnishing the statement of obligation as provided by Section 2943 of the Civil Code of California.

**32. Riders to this Security Instrument.** If one or more riders are executed by Borrower and recorded together with this Security Instrument, the covenants of each such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument. [Check applicable box(es).]

☐ Condominium Rider

☐ Planned Unit Development Rider

☐ Other [Specify]

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any rider(s) executed by Borrower and recorded with it.

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Witnesses:

\_\_\_\_\_

\_\_\_\_\_

  
 Martin Minster

(SEAL)

3-22-16  
 Date

[Space Below This Line For Acknowledgment]

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 \_\_\_\_\_

On \_\_\_\_\_ before me, \_\_\_\_\_, personally appeared \_\_\_\_\_, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature



(Seal)

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**CALIFORNIA ALL-PURPOSE  
CERTIFICATE OF ACKNOWLEDGMENT**

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.

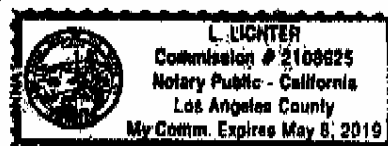

State of California  
County of Los Angeles

On MARCH 22, 2016 before me, L. Lichter, Notary Public, personally appeared Martin Minster who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature



(Seal)

My Commission expires: May 8, 2019

15

**Loan Originator Organization**Mortgage Loan Originator Organization: **HighTechLending Inc.**Nationwide Mortgage Licensing system and Registry Identification Number: **7147 ..****Individual Loan Originator**Mortgage Loan Originator: **Cory S.H.V van Vliet**Nationwide Mortgage Licensing system and Registry Identification Number: **1093663**

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**EXHIBIT A**

Exhibit A to the Security Instrument made on March 22, 2016, by Martin Minster, A Widower ("Borrower") to the Secretary of Housing and Urban Development, and whose address is 451 Seventh Street, S.W., Washington, D.C. 20410, ("Lender" or "Secretary"). The Property is located in the county of LOS ANGELES, state of California, described as follows:

**Description of Property**

LEGAL DESCRIPTION ATTACHED HERETO AND MADE A PART HEREOF

PRELIMINARY REPORT  
YOUR REFERENCE:

Fidelity National Title Company  
ORDER NO.: 00110728-001-KN-DB1

17

**EXHIBIT A**  
**LEGAL DESCRIPTION**

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF NORTH HOLLYWOOD, IN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

LOT 12, TRACT NO. 13907, IN THE CITY OF LOS ANGELES, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 328 PAGE 20 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

APN: 2309-005-016





FIRST AMENDMENT TO "SURVIVOR'S TRUST" OF  
THE SECOND RESTATED BARBARA AND MARTIN  
MINSTER FAMILY TRUST, AS AMENDED AND  
RESTATED IN 2002

AND

FIRST AMENDMENT TO THE SECOND RESTATED  
BARBARA AND MARTIN MINSTER FAMILY TRUST, AS  
AMENDED AND RESTATED

Prepared By: Law Office of Sandra J. Momoliuk  
(818) 760-7334

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**FIRST AMENDMENT TO "SURVIVOR'S TRUST" OF THE SECOND RESTATED  
BARBARA AND MARTIN MINSTER FAMILY TRUST, AS AMENDED AND  
RESTATED IN 2002**

**AND**

**FIRST AMENDMENT TO THE SECOND RESTATED BARBARA AND MARTIN  
MINSTER FAMILY TRUST, AS AMENDED AND RESTATED**

- Settlor's of the trust----- Barbara Minster  
----- Martin Minster
  - Trustees Named In Declaration  
Establishing Trust----- Barbara Minster  
----- Martin Minster
  - Trustees Acting At Date Of  
Amendment----- Martin Minster
  - Surviving Settlor ----- Martin Minster
  - Date Of Trust----- November 16, 2007
  - Article Of Trust Being Amended ----- Article 6 Sections 6.1(f)  
----- Article 7 Section 7.2  
----- Article 7 Section 7.4  
----- Article 7 Section 7.6
  - Authority For Amendment ----- Article 3 Section 3.2  
----- Article 7 section 7.1
-

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## **ARTICLE A. HISTORY OF THE BARBARA AND MARTIN MINSTER FAMILY TRUST**

The following documents were created for Barbara and Martin Minster: The original Barbara and Martin Minster Family Trust (hereinafter referred to as the "trust") was created on **August 21, 1994**; The Barbara and Martin Minster Family Trust, as Amended and Restated was created on **October 10, 2002**; and The Second Restated Barbara and Martin Minster Family Trust, as Amended and Restated was created on **November 16, 2007**. Settlor, Barbara Minster, died on January 15, 2009.

Martin Minster, settlor, now makes this First Amendment to the Survivor's Trust of the Second Restated Barbara and Martin Minster Family Trust, as Amended and Restated (hereinafter referred to as the "**Survivor's Trust**") and the First Amendment to The Second Restated Barbara and Martin Minster Family Trust, as Amended and Restated (hereafter collectively referred to as "**All Trusts**").

## **ARTICLE B. PURPOSES OF AMENDMENT**

Due to changes in circumstances since the creation of the aforementioned Second Restated Barbara and Martin Minster Family Trust, as Amended and Restated on November 16, 2007, the Surviving Settlor, Martin Minster, has determined that the Survivor's Trust of the Second Restated Barbara and Martin Minster Family Trust, as Amended and Restated and the First Amendment to The Second Restated Barbara and Martin Minster Family Trust, as Amended and Restated be amended.

Said changes are as follows:

1. Since the Settlor, BARBARA MINSTER's death on January 15, 2009, the Settlor's son, SCOTT IVAN MINSTER, has had little contact with his father, MARTIN MINSTER, the surviving Settlor/Trustee and the only interest he has shown is not in his father's health, either physical or mental, or his welfare, but only in how he can benefit from the settlor's assets, both before and after the survivor settlor's death.
2. Since the Settlor, BARBARA MINSTER's, death on January 15, 2009, the Settlor's daughter, "NINA" has reconciled with her father, MARTIN MINSTER, the surviving settlor, and has taken an interest in his health, safety and welfare.

As the surviving settlor's son's interest appears only to be the financial gain he is to receive under the aforementioned trusts after the settlor's death, and the son's attempts to receive some of the assets in "all trusts" and "survivor's trust" while the surviving settlor is still living, the surviving settlor desires to amend

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the "Survivor's Trust" of The Second Restated Barbara and Martin Minster Family Trust as Amended and Restated and the First Amendment to The Second Restated Barbara and Martin Minster Family Trust, as Amended and Restated as follows:

1. Acknowledge the fact that his daughter has legally changed her name from **NATALIE LYNN MINSTER** to **NINA KAYELYN MINSTER** and all references to her shall be referred to as "**NINA**".
2. Provide for settlors' daughter, **NINA KAYELYN MINSTER** aka **NATALIE LYNN MINSTER** (hereinafter referred to as "**NINA**" by her inheriting all assets under the "Surviving Trust" of the Second Restated Barbara and Martin Minster Family Trust, as Amended and Restated and The Second Restated Barbara and Martin Minster Family Trust, as Amended and Restated.
3. To remove from the "Survivor's Trust" and "all Trusts" any and all provisions excluding and disinheriting the said daughter and her heirs from receiving from the surviving settlor's estate, including but not limited to his will, "the survivor's trust," and "all trusts". Additionally, the surviving settlor, Martin Minster will allow his daughter, "NINA" to directly or indirectly, by legal proceedings or other, challenge or contest all trusts, the Survivor's Trust or any provision of the surviving trustor's will or his trust or any amendments, revisions or restatements hereto, and shall allow her to attempt in any way to oppose or set aside the probate of the Settlor's Trusts, or amendments, revisions or restatement thereto, or his Will, or impair or invalidate any of the provisions the settlors have made in their Wills or their Trust, or any amendments, revisions, or restatements, thereto, as set forth in Paragraph 1.6 of The Second Restated Barbara and Martin Minster Family Trust, as Amended and Restated, titled "Exclusion."
4. To designate different successor trustees of the "Surviving Trust" of The Second Restated Barbara and Martin Minster Family Trust, as Amended and Restated and The Second Restated Barbara and Martin Minster Family Trust, as Amended and Restated which was created on November 16, 2007.
5. To remove the requirement that **MARTIN MINSTER** consult with a third party when acting solely as a trustee as set forth in Section 7.6 of The Second Restated Barbara and Martin Minster Family Trust, as Amended and Restated and the "Surviving Trust of The Second Restated Barbara and Martin Minster Family Trust, as Amended and Restated.
6. To remove **NINA KAYELYN MINSTER** aka **NATALIE LYNN MINSTER** as a

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Prohibited Trustee as set forth in Section 7.2 of The Second Restated Barbara and Martin Minster Family Trust, as Amended and Restated, and the surviving trust of The Second Restated Barbara and Martin Minster Family Trust, as Amended and Restated.

7. To designate settlor's son, **SCOTT IVAN MINSTER, and his heirs**, as a Prohibited Trustee and to disinherit him and his heirs, and thus prohibit settlor's son, **SCOTT IVAN MINSTER**, and his heirs, from taking from the surviving settlor's Will, Trust and Estate.
8. To designate **SHAWN KAYE** and his heirs, as a Prohibited Trustee and to disinherit him and his heirs and thus prohibit **SHAWN KAYE and his heirs** from taking from the surviving settlor's Will, Trust, and Estate.
9. To designate settlor's son, **MICHAEL DUNCAN and his heirs**, as a Prohibited Trustee and to disinherit him and his heir's and thus prohibit **MICHAEL DUNCAN and his heirs** from taking from his Will, Trust, and Estate.
10. To designate **SANDRA IRIS KAY, and her heirs**, as a Prohibited Trustee and to disinherit and her heir's and thus prohibit **SANDRA IRIS KAY**, and her heirs, from taking from his Will, Trust and Estate.
11. To designate any and all other children of **MARTIN MINSTER**,. alleged or proven, as a Prohibited Trustee and to disinherit them and thus prohibit any and all other children of **MARTIN MINSTER**, from taking from his Will, Trust and Estate.

#### **ARTICLE C. CONFIRMATION OF TRUST**

Notwithstanding this Amendment, the Settlor and Trustee, **MARTIN MINSTER**, hereby **confirm** the existence of the Second Restated Barbara and Martin Minster Family Trust, as Amended and Restated (created December 16, 2007), since inception and the holding by the Trustee of any assets.

#### **ARTICLE D. AMENDMENTS**

Pursuant to Article 3 Section 3.2 of The Second Restated Barbara and Martin Minster Family Trust, as Amended and Restated in 2002, Martin Minster, Surviving Settlor-Spouse, hereby amends the Survivor's Trust of The Second Restated Barbara and Martin Minster Family Trust, as Amended and Restated in 2007, and The Second Restated Barbara and Martin Minster Family Trust, as Amended and Restated in 2007. as follows:

1. Amendment of Article 1, Paragraph 1.6

Paragraph 1.6 shall be deleted in its entirety as it relates to the surviving

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settlor's estate, will, trust, or any amendments or revisions thereto and the following Paragraph be inserted:

**"1.6.a. Exclusion.** The surviving settlor has intentionally failed to provide herein for his son, **SCOTT IVAN MINSTER**, or his heirs, and he specifically disinherits him and his heirs, from taking from this trust, his will and his estate. If **SCOTT IVAN MINSTER**, or his heirs, under this trust shall directly or indirectly, by legal proceedings or other, challenge or contest this Trust or any provision of the surviving settlor's Will or this Trust, or any amendments, revisions or restatements thereto, or shall attempt in any way to oppose or set aside the probate of this trust, or any amendments, revisions or restatement thereto, or the surviving settlor's Will, or impair or invalidate any of the provisions the settlor has made in his Will or this Trust, or any amendments, revisions, or restatements, thereto, the surviving settlor gives him the sum of one hundred dollar (\$100.00), and no more, in lieu of any other share or interest in the surviving settlor's estate, will, trust, or any amendments or revisions thereto.

2. **Amendment of Article 6, Paragraph 6.1(f).**

- A. Paragraph "6.1. Survivor's trust." shall be amended at sub-paragraph "(f) default provision." and shall be replaced and superseded by the following amendment:

(f) Default Provision. In default of the power of appointment, or to the extent that an attempt to exercise the power was ineffectual, the entire remaining principal, all net income then held by the trustee, and all income then accrued but not collected by the trustee, after any payment of taxes, debts, and expenses pursuant to the applicable provisions of this instrument, shall be distributed in the manner specified in Section 6.4 applicable to the remainder provisions of the Bypass Trust.

3. **Amendment of Article 6, Paragraph 6.4 shall be deleted in its entirety and the following shall be inserted in its place:**

6.4 Disposition of Bypass Trust on Death of Surviving Settlor. On the death of the surviving settlor, the trustee shall hold, administer, and distribute the assets of the Bypass Trust as follows:

"(a) If the surviving settlor's daughter "NINA KAYELYN MINSTER" survives the surviving settlor, the trustee shall distribute the property (including all income then accrued but uncollected and all income then

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remaining in the hands of the trustee) outright to her.

(b) If NINA KAYELYN MINSTER does not survive the surviving settlor, the trustee shall distribute the trust property to the following persons in the order set forth herein who survive the surviving trustee more than 30 days after his death:

1. FRANCIS GRIFFIN.

2. GAYLE DAVIS.

If any of the aforementioned beneficiary do not survive the surviving settlor by 30 days, the trust property shall be distributed to SANDRA J. MOMOTIUK, ESQ. outright.

4. **Amendment of Article 6.6 (e) (Distribution of Remainder) shall be deleted in its entirety and the following inserted in its place:**

6.6. (e) Sprinkling Trust for Issue Final Distribution. If the trust estate is not completely disposed of by the preceding provisions, the undisposed portion shall be distributed as set forth in Section 6.4.

5. **Amendment of Article 7. Paragraph 7.2** ("Remaining Settlor to Act as Trustee on Death or Incapacity of Other Settlor") with respect to the "Survivor's trust" of The Second Restated Barbara and Martin Minster Family Trust, as Amended and Restated in 2007 and "All Trusts" to The Second Restated Barbara and Martin Minster Family Trust, as Amended and Restated in 2007.

- A. Paragraph 7.2 shall be deleted in its entirety and the following paragraph inserted in its place:

"7.2 Remaining Settlor to Act as Trustee on Death or Incapacity of Other Settlor. If, while both settlors are acting as cotrustees, either settlor dies, becomes incapacitated, or is otherwise unable or unwilling to continue to act as a cotrustee, and no successor cotrustee has been designated under any other provision of this trust instrument, the other settlor thereafter shall be trustee, with full power to continue the trust administration as set forth herein. If BARBARA MINSTER is the surviving trustee, she shall act as sole trustee. If MARTIN MINSTER is the surviving trustee, he shall act as sole trustee and have the right to make all final decisions.

6. **Amendment of Article 7. Paragraph 7.4** ("Successor Trustees ") with respect to **Survivor's Trust** and **All Trusts**.

Paragraph 7.4 shall be deleted and the following paragraph inserted in its place:

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“7.4. Successor Trustees. If the office of trustee becomes vacant by reason of death, incapacity, or other reason, and no successor trustee or cotrustees have been designated under any other provision of this trust instrument, the following, in the order of priority indicated, shall be trustee:

- (i) **NINA KAYELYN MINSTER** aka **NATALIE LYNN MINSTER** as first successor trustee of the survivor's trust second successor trustee.
- (ii) **FRANCES GRIFFIN**, Surviving Settlor's sister;
- (iii) **GAYLE DAVIS**.
- (iv) **SANDRA J. MOMOTIUK, ESQ.**

If all of the above named successor trustees with respect to Survivor's trust are unwilling or unable to act as successor trustees to the **Surviving Trust** and **All Trusts**, a new trustee or cotrustee may be appointed by the court.

7. **Amendment of Article 7. Paragraph 7.6 ("Prohibited Trustee")** with respect to **All Trusts** and **"Surviving Trust"**:

Pursuant to Article 7 Section 7.1 of The Second Restated Barbara and Martin Minster Family Trust, as Amended and Restated, Martin Minster, Surviving Settlor-Spouse, hereby amends his "survivor's trust" and "all trusts" as follows:

Paragraph 7.6 shall be amended and shall be replaced and superseded by the following:

**7.6 Prohibited Trustee.** Notwithstanding any other provision in this instrument, in no event shall **SCOTT IVAN MINSTER**, his heirs, **SHAWN KAYE**, his heirs, **MICHAEL DUNCAN**, his heirs and any other children of **MARTIN MINSTER** and their heirs, and **SANDRA IRIS KAYE** or her heirs, be appointed as trustee.

8. **Amendment of Article 7. Paragraph 7.17(d) "Retention of Family Residence" in All Trusts**

- A. Paragraph 7.17(d) Retention of Family Residence" shall be amended and shall be replaced and superseded in by the following in **All Trusts**:

"(d) **Retention of Family Residence**" On the death of the surviving settlor, the trust interest in either the family residence, any proceeds remaining from the sale of the family residence, or any substitute residence or residential property purchased by the trustee with any proceeds of sale of the family residence, shall be distributed as follows:



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- i. To **NINA KAYELYN MINSTER** aka **NATALIE LYNN MINSTER**, if she survives the Surviving Settler for thirty (30) days.
  - ii. If **NINA KAYELYN MINSTER** aka **NATALIE LYNN MINSTER** does not survive the Surviving Settler for thirty (30) days, said assets shall be distributed to **FRANCES GRIFFIN** if he survives the Surviving Settler for thirty (30) days.
  - iii. If **NINA KAYELYN MINSTER** aka **NATALIE LYNN MINSTER R** and **FRANCES GRIFFIN** do not survive the Surviving Settler for thirty (30) days, said assets(s) shall be distributed to **GAIL DAVIS**.
  - iv. If **NINA KAYELYN MINSTER** aka **NATALIE LYNN MINSTER** and **FRANCES GRIFFIN** and **GAIL DAVIS** do not survive the Surviving Settler for thirty (30) days, said assets shall be distributed to **SANDRA J. MOMOTIUK, Esq.**, or her estate.

#### **ARTICLE E.    ADDITION TO TRUSTS**

1. Pursuant to Section 3.1 of The Second Restated Barbara and Martin Minster Family Trust, as Amended and Restated, Martin Minster, Surviving Settlor-Spouse, hereby amends his survivor's trust as follows:

- A. Paragraph 7.26 "Compensation for Attorney-in-Fact" shall be added to **Survivor Trust** and all trusts as follows:

**7.26 Compensation for Attorney-in-Fact** My attorney-in-fact shall be entitled to reasonable compensation for the services rendered in the execution of any of the powers conferred by me in this Power. Reasonable compensation shall be interpreted as being at least \$30.00 per hour for services rendered, with a total amount of said compensation to be at least 1% of the gross amount of the trust estate."

However, Sandra J. Momotiuk, Esq. shall receive her hourly rate of \$300.00 per hour for legal services and \$70.00 per hour for other services.

- B. Paragraph 7.26 "Compensation for Attorney-in-Fact" shall be added to **All Trusts** as follows:

**7.26 Compensation for Attorney-in-Fact.** My attorney-in-fact shall be entitled to reasonable compensation for the services rendered in the execution of any of the powers conferred by me in this Power. For purposes of this provision, reasonable compensation

shall be interpreted as being at least \$30.00 per hour for services rendered, with a total amount of said compensation to be at least 1% of the gross amount of the trust estate." However, Sandra J. Momotiuk, Esq. shall receive her hourly rate of \$300.00 per hour for legal services and \$70.00 per hour for other services.

- B. Paragraph 7.25 "Compensation for Attorney-in-Fact" shall be added to **All Trusts** as follows:

**7.25 Compensation for Attorney-in-Fact** My attorney-in-fact shall be entitled to reasonable compensation for the services rendered in the execution of any of the powers conferred by me in this Power. Reasonable compensation shall be interpreted as being at least \$30.00 per hour for services rendered, with a total amount of said compensation to be at least 1% of the gross amount of the trust estate." However, Sandra J. Momotiuk, Esq. shall receive her hourly rate of \$300.00 per hour for legal services and \$70.00 per hour for other services.

## ARTICLE F:

IT IS THE INTENT OF THE SETTLOR, MARTIN MINSTER, that his son, SCOTT IVAN MINSTER, receive nothing from his estate, save and except the maximum of ONE HUNDRED DOLLARS (\$100.00) from any portion of his estate that he can distribute.

Executed on August 5<sup>th</sup>, 2017, at North Hollywood, California.

Surviving Settlor

  
**MARTIN MINSTER**

See Am. Ark.



Aug 5, 2017

**Steven Korbin, Notary Public**

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

**CIVIL CODE § 1189**

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 Los Angeles )

On Aug. 5, 2017 before me,

**Steven Korbin, Notary Public**

Date

Here Insert Name and Title of the Officer

personally appeared

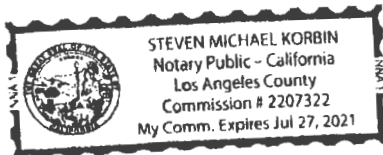
Martin Munster

Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.



Signature

Signature of Notary Public

Place Notary Seal Above

**OPTIONAL**

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

**Description of Attached Document**

Title or Type of Document: First Amendment

Document Date: \_\_\_\_\_

Number of Pages: \_\_\_\_\_

Signer(s) Other Than Named Above: None

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: \_\_\_\_\_

☐ Corporate Officer — Title(s): \_\_\_\_\_

☐ Partner — ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: \_\_\_\_\_

Signer Is Representing: \_\_\_\_\_

Signer's Name: \_\_\_\_\_

☐ Corporate Officer — Title(s): \_\_\_\_\_

☐ Partner — ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: \_\_\_\_\_

Signer Is Representing: \_\_\_\_\_

EXHIBIT 110

**FROM THE DESK OF SHAWN S. KAYE**

11643 Chandler Blvd. #101  
Valley Village, CA 91601  
Tel: (818) 762-4968  
Fax: (818) 743-7475

February 7, 2018

**VIA U.S. MAIL ONLY**

Marty Minster  
7831 Laurelgrove Ave  
North Hollywood, CA 91605

**RE: POWER OF ATTORNEY DOCUMENT**

Dear Marty,

This letter is being sent to clarify a dispute between you and your son Scott regarding the California Durable Power of Attorney. This letter will be my only correspondence on the matter and I do not wish to be involved in any further discussion that concerns your affairs.

Attached is a copy of the California Durable Power of Attorney form I sent to Scott back in 2012. **This is the legal document he gave to you to review.** The document provides instruction and explains itself rather clearly, and would have allowed Scott to handle most, if not all, of your financial matters and other affairs should you have been hospitalized and/or incapacitated, which was the concern at that time and still remains a concern today.

Accordingly, since you and Barbara disinherited Nina, you should appoint Scott as your agent. At some point, Scott will need to have the proper legal authority to act on your behalf. Without the legal authority to act on your behalf, Scott will have no choice but to seek a court order in order to do so, which will cost thousands of dollars in attorney fees and costs. Therefore, if you don't want to spend your money on costly attorney's fees and court costs you will need to appoint Scott as your agent — it's just that simple!

If you did not understand the document and the fiduciary duty it places on Scott who was willing to help you, you should have discussed it with your attorney rather than making a poor decision and further accuse your son of trying to steal or otherwise take your money.

Scott was not attempting to gain control of your assets and dictate how or when you can spend your money, or go on vacation as you stated during our telephone conversation yesterday. You are painfully mistaken. Scott was acting responsibly because you failed to plan correctly.

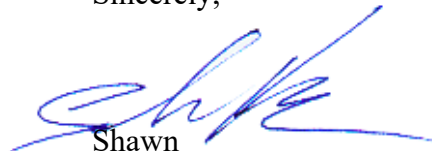
Additionally, at no time in 2012 were you in financial trouble and needed Scott to pay your mortgage. My stock recommendation in "TIVO" alone made you over \$50,000 in profits that year. Your other holdings in cash and stocks were also substantial enough to pay your mortgage for the rest of your life.

Perhaps you should rethink your dispute (you are in the wrong) and apologize to Scott for the first time in your life. He was acting responsibly. Besides, asking him to pay your mortgage was outrageous considering your holdings and especially since he had a newborn child on his hands with a new business that was barely underway.

I sincerely hope this letter helps you repair your relationship with Scott. You are missing out on all the joy of having two wonderful grandchildren.

I wish you well.

Sincerely,

A handwritten signature in blue ink, appearing to be 'Shawn', with a stylized, cursive script. The signature is written over the printed name 'Shawn'.

Shawn

Enclosure

cc: Scott Minster

## **CALIFORNIA GENERAL DURABLE POWER OF ATTORNEY**

**THE POWERS YOU GRANT BELOW ARE EFFECTIVE EVEN IF YOU BECOME DISABLED OR INCOMPETENT CAUTION: A DURABLE POWER OF ATTORNEY IS AN IMPORTANT LEGAL DOCUMENT. BY SIGNING THE DURABLE POWER OF ATTORNEY, YOU ARE AUTHORIZING ANOTHER PERSON TO ACT FOR YOU, THE PRINCIPAL. BEFORE YOU SIGN THIS DURABLE POWER OF ATTORNEY, YOU SHOULD KNOW THESE IMPORTANT FACTS: YOUR AGENT (ATTORNEY-IN-FACT) HAS NO DUTY TO ACT UNLESS YOU AND YOUR AGENT AGREE OTHERWISE IN WRITING. THIS DOCUMENT GIVES YOUR AGENT THE POWERS TO MANAGE, DISPOSE OF, SELL, AND CONVEY YOUR REAL AND PERSONAL PROPERTY, AND TO USE YOUR PROPERTY AS SECURITY IF YOUR AGENT BORROWS MONEY ON YOUR BEHALF. THIS DOCUMENT DOES NOT GIVE YOUR AGENT THE POWER TO ACCEPT OR RECEIVE ANY OF YOUR PROPERTY, IN TRUST OR OTHERWISE, AS A GIFT, UNLESS YOU SPECIFICALLY AUTHORIZE THE AGENT TO ACCEPT OR RECEIVE A GIFT. YOUR AGENT WILL HAVE THE RIGHT TO RECEIVE REASONABLE PAYMENT FOR SERVICES PROVIDED UNDER THIS DURABLE POWER OF ATTORNEY UNLESS YOU PROVIDE OTHERWISE IN THIS POWER OF ATTORNEY. THE POWERS YOU GIVE YOUR AGENT WILL CONTINUE TO EXIST FOR YOUR ENTIRE LIFETIME, UNLESS YOU STATE THAT THE DURABLE POWER OF ATTORNEY WILL LAST FOR A SHORTER PERIOD OF TIME OR UNLESS YOU OTHERWISE TERMINATE THE DURABLE POWER OF ATTORNEY.**

**THE POWERS YOU GIVE YOUR AGENT IN THIS DURABLE POWER OF ATTORNEY WILL CONTINUE TO EXIST EVEN IF YOU CAN NO LONGER MAKE YOUR OWN DECISIONS RESPECTING THE MANAGEMENT OF YOUR PROPERTY. YOU CAN AMEND OR CHANGE THIS DURABLE POWER OF ATTORNEY ONLY BY EXECUTING A NEW DURABLE POWER OF ATTORNEY OR BY EXECUTING AN AMENDMENT THROUGH THE SAME FORMALITIES AS AN ORIGINAL. YOU HAVE THE RIGHT TO REVOKE OR TERMINATE THIS DURABLE POWER OF ATTORNEY AT ANY TIME, SO LONG AS YOU ARE COMPETENT.**

**THIS DURABLE POWER OF ATTORNEY MUST BE DATED AND MUST BE ACKNOWLEDGED BEFORE A NOTARY PUBLIC OR SIGNED BY TWO WITNESSES. IF IT IS SIGNED BY TWO WITNESSES, THEY MUST WITNESS EITHER (1) THE SIGNING OF THE POWER OF ATTORNEY OR (2) THE PRINCIPAL'S SIGNING OR ACKNOWLEDGMENT OF HIS OR HER SIGNATURE. A DURABLE POWER OF ATTORNEY THAT MAY AFFECT REAL PROPERTY SHOULD BE ACKNOWLEDGED BEFORE A NOTARY PUBLIC SO THAT IT MAY EASILY BE RECORDED.**

**YOU SHOULD READ THIS DURABLE POWER OF ATTORNEY CAREFULLY. WHEN EFFECTIVE, THIS DURABLE POWER OF ATTORNEY WILL GIVE YOUR AGENT THE RIGHT TO DEAL WITH PROPERTY THAT YOU NOW HAVE OR MIGHT ACQUIRE IN THE FUTURE. THE DURABLE POWER OF**

**ATTORNEY IS IMPORTANT TO YOU. IF YOU DO NOT UNDERSTAND THE DURABLE POWER OF ATTORNEY, OR ANY PROVISION OF IT, THEN YOU SHOULD OBTAIN THE ASSISTANCE OF AN ATTORNEY OR OTHER QUALIFIED PERSON.**

**NOTICE TO PERSON ACCEPTING THE APPOINTMENT AS ATTORNEY-IN-FACT BY ACTING OR AGREEING TO ACT AS THE AGENT (ATTORNEY-IN-FACT) UNDER THIS POWER OF ATTORNEY YOU ASSUME THE FIDUCIARY AND OTHER LEGAL RESPONSIBILITIES OF AN AGENT. THESE RESPONSIBILITIES INCLUDE:**

**1.) THE LEGAL DUTY TO ACT SOLELY IN THE INTEREST OF THE PRINCIPAL AND TO AVOID CONFLICTS OF INTEREST.**

**2.) THE LEGAL DUTY TO KEEP THE PRINCIPAL'S PROPERTY SEPARATE AND DISTINCT FROM ANY OTHER PROPERTY OWNED OR CONTROLLED BY YOU. YOU MAY NOT TRANSFER THE PRINCIPAL'S PROPERTY TO YOURSELF WITHOUT FULL AND ADEQUATE CONSIDERATION OR ACCEPT A GIFT OF THE PRINCIPAL'S PROPERTY UNLESS THIS POWER OF ATTORNEY SPECIFICALLY AUTHORIZES YOU TO TRANSFER PROPERTY TO YOURSELF OR ACCEPT A GIFT OF THE PRINCIPAL'S PROPERTY. IF YOU TRANSFER THE PRINCIPAL'S PROPERTY TO YOURSELF WITHOUT SPECIFIC AUTHORIZATION IN THE POWER OF ATTORNEY, YOU MAY BE PROSECUTED FOR FRAUD AND/OR EMBEZZLEMENT. IF THE PRINCIPAL IS 65 YEARS OF AGE OR OLDER AT THE TIME THAT THE PROPERTY IS TRANSFERRED TO YOU WITHOUT AUTHORITY, YOU MAY ALSO BE PROSECUTED FOR ELDER ABUSE UNDER PENAL CODE SECTION 368. IN ADDITION TO CRIMINAL PROSECUTION, YOU MAY ALSO BE SUED IN CIVIL COURT. I HAVE READ THE FOREGOING NOTICE AND I UNDERSTAND THE LEGAL AND FIDUCIARY DUTIES THAT I ASSUME BY ACTING OR AGREEING TO ACT AS THE AGENT (ATTORNEY-IN-FACT) UNDER THE TERMS OF THIS POWER OF ATTORNEY.**

**DATED: MARCH \_\_\_\_, 2012**

\_\_\_\_\_  
SIGNATURE OF AGENT

SCOTT MINSTER  
NAME OF AGENT



## CALIFORNIA GENERAL DURABLE POWER OF ATTORNEY

### THE POWERS YOU GRANT BELOW ARE EFFECTIVE EVEN IF YOU BECOME DISABLED OR INCOMPETENT

NOTICE: THE POWERS GRANTED BY THIS DOCUMENT ARE BROAD AND SWEEPING. THEY ARE EXPLAINED IN THE UNIFORM STATUTORY FORM POWER OF ATTORNEY ACT. IF YOU HAVE ANY QUESTIONS ABOUT THESE POWERS, OBTAIN COMPETENT LEGAL ADVICE. THIS DOCUMENT DOES NOT AUTHORIZE ANYONE TO MAKE MEDICAL AND OTHER HEALTH-CARE DECISIONS FOR YOU. YOU MAY REVOKE THIS POWER OF ATTORNEY IF YOU LATER WISH TO DO SO. THIS POWER OF ATTORNEY IS EFFECTIVE IMMEDIATELY AND WILL CONTINUE TO BE EFFECTIVE EVEN IF YOU BECOME DISABLED, INCAPACITATED, OR INCOMPETENT.

I, MARTIN MINSTER appoint SCOTT MINSTER as my Agent (attorney-in-fact) to act for me in any lawful way with respect to the following initialed subjects:

TO GRANT ALL OF THE FOLLOWING POWERS, INITIAL THE LINE IN FRONT OF (N) AND IGNORE THE LINES IN FRONT OF THE OTHER POWERS.

TO GRANT ONE OR MORE, BUT FEWER THAN ALL, OF THE FOLLOWING POWERS, INITIAL THE LINE IN FRONT OF EACH POWER YOU ARE GRANTING.

TO WITHHOLD A POWER, DO NOT INITIAL THE LINE IN FRONT OF IT. YOU MAY, BUT NEED NOT, CROSS OUT EACH POWER WITHHELD.

**Note: If you initial Item A or Item B, which follow, a notarized signature will be required on behalf of the Principal.**

INITIAL

\_\_\_\_\_ (A) **Real property transactions.** To lease, sell, mortgage, purchase, exchange, and acquire, and to agree, bargain, and contract for the lease, sale, purchase, exchange, and acquisition of, and to accept, take, receive, and possess any interest in real property whatsoever, on such terms and conditions, and under such covenants, as my Agent shall deem proper; and to maintain, repair, tear down, alter, rebuild, improve manage, insure, move, rent, lease, sell, convey, subject to liens, mortgages, and security deeds, and in any way or manner deal with all or any part of any interest in real property whatsoever, including specifically, but without limitation, real property lying and being situated in the State of California, under such terms and conditions, and under such covenants, as my Agent shall deem proper and may for all deferred payments accept purchase money notes payable to me and secured by mortgages or deeds to secure debt, and may from time to time collect and cancel any of said notes, mortgages, security interests, or deeds to secure debt.

\_\_\_\_\_ **(B) Tangible personal property transactions.** To lease, sell, mortgage, purchase, exchange, and acquire, and to agree, bargain, and contract for the lease, sale, purchase, exchange, and acquisition of, and to accept, take, receive, and possess any personal property whatsoever, tangible or intangible, or interest thereto, on such terms and conditions, and under such covenants, as my Agent shall deem proper; and to maintain, repair, improve, manage, insure, rent, lease, sell, convey, subject to liens or mortgages, or to take any other security interests in said property which are recognized under the Uniform Commercial Code as adopted at that time under the laws of the State of California or any applicable state, or otherwise hypothecate (pledge), and in any way or manner deal with all or any part of any real or personal property whatsoever, tangible or intangible, or any interest therein, that I own at the time of execution or may thereafter acquire, under such terms and conditions, and under such covenants, as my Agent shall deem proper.

\_\_\_\_\_ **(C) Stock and bond transactions.** To purchase, sell, exchange, surrender, assign, redeem, vote at any meeting, or otherwise transfer any and all shares of stock, bonds, or other securities in any business, association, corporation, partnership, or other legal entity, whether private or public, now or hereafter belonging to me.

\_\_\_\_\_ **(D) Commodity and option transactions.** To organize or continue and conduct any business which term includes, without limitation, any farming, manufacturing, service, mining, retailing or other type of business operation in any form, whether as a proprietorship, joint venture, partnership, corporation, trust or other legal entity; operate, buy, sell, expand, contract, terminate or liquidate any business; direct, control, supervise, manage or participate in the operation of any business and engage, compensate and discharge business managers, employees, agents, attorneys, accountants and consultants; and, in general, exercise all powers with respect to business interests and operations which the principal could if present and under no disability.

\_\_\_\_\_ **(E) Banking and other financial institution transactions.** To make, receive, sign, endorse, execute, acknowledge, deliver and possess checks, drafts, bills of exchange, letters of credit, notes, stock certificates, withdrawal receipts and deposit instruments relating to accounts or deposits in, or certificates of deposit of banks, savings and loans, credit unions, or other institutions or associations. To pay all sums of money, at any time or times, that may hereafter be owing by me upon any account, bill of exchange, check, draft, purchase, contract, note, or trade acceptance made, executed, endorsed, accepted, and delivered by me or for me in my name, by my Agent. To borrow from time to time such sums of money as my Agent may deem proper and execute promissory notes, security deeds or agreements, financing statements, or other security instruments in such form as the lender may request and renew said notes and security instruments from time to time in whole or in part. To have free access at any time or times to any safe deposit box or vault to which I might have access.

\_\_\_\_\_ **(F) Business operating transactions.** To conduct, engage in, and otherwise transact the affairs of any and all lawful business ventures of whatever nature or kind that I may now or hereafter be involved in.

\_\_\_\_\_ **(G) Insurance and annuity transactions.** To exercise or perform any act, power, duty, right, or obligation, in regard to any contract of life, accident, health,

disability, liability, or other type of insurance or any combination of insurance; and to procure new or additional contracts of insurance for me and to designate the beneficiary of same; provided, however, that my Agent cannot designate himself or herself as beneficiary of any such insurance contracts.

\_\_\_\_\_ **(H) Estate, trust, and other beneficiary transactions.** To accept, receipt for, exercise, release, reject, renounce, assign, disclaim, demand, sue for, claim and recover any legacy, bequest, devise, gift or other property interest or payment due or payable to or for the principal; assert any interest in and exercise any power over any trust, estate or property subject to fiduciary control; establish a revocable trust solely for the benefit of the principal that terminates at the death of the principal and is then distributable to the legal representative of the estate of the principal; and, in general, exercise all powers with respect to estates and trusts which the principal could exercise if present and under no disability; provided, however, that the Agent may not make or change a will and may not revoke or amend a trust revocable or amendable by the principal or require the trustee of any trust for the benefit of the principal to pay income or principal to the Agent unless specific authority to that end is given.

\_\_\_\_\_ **(I) Claims and litigation.** To commence, prosecute, discontinue, or defend all actions or other legal proceedings touching my property, real or personal, or any part thereof, or touching any matter in which I or my property, real or personal, may be in any way concerned. To defend, settle, adjust, make allowances, compound, submit to arbitration, and compromise all accounts, reckonings, claims, and demands whatsoever that now are, or hereafter shall be, pending between me and any person, firm, corporation, or other legal entity, in such manner and in all respects as my Agent shall deem proper.

\_\_\_\_\_ **(J) Personal and family maintenance.** To hire accountants, attorneys at law, consultants, clerks, physicians, nurses, agents, servants, workmen, and others and to remove them, and to appoint others in their place, and to pay and allow the persons so employed such salaries, wages, or other remunerations, as my Agent shall deem proper.

\_\_\_\_\_ **(K) Benefits from Social Security, Medicare, Medicaid, or other governmental programs, or military service.** To prepare, sign and file any claim or application for Social Security, unemployment or military service benefits; sue for, settle or abandon any claims to any benefit or assistance under any federal, state, local or foreign statute or regulation; control, deposit to any account, collect, receipt for, and take title to and hold all benefits under any Social Security, unemployment, military service or other state, federal, local or foreign statute or regulation; and, in general, exercise all powers with respect to Social Security, unemployment, military service, and governmental benefits, including but not limited to Medicare and Medicaid, which the principal could exercise if present and under no disability.

\_\_\_\_\_ **(L) Retirement plan transactions.** To contribute to, withdraw from and deposit funds in any type of retirement plan (which term includes, without limitation, any tax qualified or nonqualified pension, profit sharing, stock bonus, employee savings and other retirement plan, individual retirement account, deferred compensation plan and any other type of employee benefit plan); select and change payment options for the principal under any retirement plan; make rollover contributions from any retirement plan to other

retirement plans or individual retirement accounts; exercise all investment powers available under any type of self-directed retirement plan; and, in general, exercise all powers with respect to retirement plans and retirement plan account balances which the principal could if present and under no disability.

\_\_\_\_\_ **(M) Tax matters.** To prepare, to make elections, to execute and to file all tax, social security, unemployment insurance, and informational returns required by the laws of the United States, or of any state or subdivision thereof, or of any foreign government; to prepare, to execute, and to file all other papers and instruments which the Agent shall think to be desirable or necessary for safeguarding of me against excess or illegal taxation or against penalties imposed for claimed violation of any law or other governmental regulation; and to pay, to compromise, or to contest or to apply for refunds in connection with any taxes or assessments for which I am or may be liable.

\_\_\_\_\_ **(N) ALL OF THE POWERS LISTED ABOVE.** YOU NEED NOT INITIAL ANY OTHER LINES IF YOU INITIAL LINE (N).

**SPECIAL INSTRUCTIONS:**

ON THE FOLLOWING LINES YOU MAY GIVE SPECIAL INSTRUCTIONS  
LIMITING OR EXTENDING THE POWERS GRANTED TO YOUR AGENT.

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THIS POWER OF ATTORNEY IS EFFECTIVE IMMEDIATELY AND WILL  
CONTINUE UNTIL IT IS REVOKED.

THIS POWER OF ATTORNEY SHALL BE CONSTRUED AS A GENERAL  
DURABLE POWER OF ATTORNEY AND SHALL CONTINUE TO BE EFFECTIVE  
EVEN IF I BECOME DISABLED, INCAPACITATED, OR INCOMPETENT.

(YOUR AGENT WILL HAVE AUTHORITY TO EMPLOY OTHER PERSONS AS  
NECESSARY TO ENABLE THE AGENT TO PROPERLY EXERCISE THE POWERS  
GRANTED IN THIS FORM, BUT YOUR AGENT WILL HAVE TO MAKE ALL  
DISCRETIONARY DECISIONS. IF YOU WANT TO GIVE YOUR AGENT THE  
RIGHT TO DELEGATE DISCRETIONARY DECISION MAKING POWERS TO  
OTHERS, YOU SHOULD KEEP THE NEXT SENTENCE, OTHERWISE IT SHOULD  
BE STRICKEN.)

**Authority to Delegate.** My Agent shall have the right by written instrument to delegate any or all of the foregoing powers involving discretionary decision-making to any person or persons whom my Agent may select, but such delegation may be amended or revoked

by any agent (including any successor) named by me who is acting under this power of attorney at the time of reference.

(YOUR AGENT WILL BE ENTITLED TO REIMBURSEMENT FOR ALL REASONABLE EXPENSES INCURRED IN ACTING UNDER THIS POWER OF ATTORNEY. STRIKE OUT THE NEXT SENTENCE IF YOU DO NOT WANT YOUR AGENT TO ALSO BE ENTITLED TO REASONABLE COMPENSATION FOR SERVICES AS AGENT.)

**Right to Compensation.** My Agent shall be entitled to reasonable compensation for services rendered as agent under this power of attorney.

(IF YOU WISH TO NAME SUCCESSOR AGENTS, INSERT THE NAME(S) AND ADDRESS(ES) OF SUCH SUCCESSOR(S) IN THE FOLLOWING PARAGRAPH.)

**Successor Agent.** If any Agent named by me shall die, become incompetent, resign or refuse to accept the office of Agent, I name the following (each to act alone and successively, in the order named) as successor(s) to such Agent:

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**Choice of Law.** THIS POWER OF ATTORNEY WILL BE GOVERNED BY THE LAWS OF THE STATE OF CALIFORNIA WITHOUT REGARD FOR CONFLICTS OF LAWS PRINCIPLES. IT WAS EXECUTED IN THE STATE OF CALIFORNIA AND IS INTENDED TO BE VALID IN ALL JURISDICTIONS OF THE UNITED STATES OF AMERICA AND ALL FOREIGN NATIONS.

I am fully informed as to all the contents of this form and understand the full import of this grant of powers to my Agent.

I agree that any third party who receives a copy of this document may act under it. Revocation of the power of attorney is not effective as to a third party until the third party learns of the revocation. I agree to indemnify the third party for any claims that arise against the third party because of reliance on this power of attorney.

Signed this \_\_\_\_\_ day of March, 2012

---

MARTIN MINSTER

---

[Social Security Number]

## ACKNOWLEDGMENT

State of California  
County of Los Angeles

On \_\_\_\_\_ before me, \_\_\_\_\_

personally appeared \_\_\_\_\_,  
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s)  
is/are subscribed to the within instrument and acknowledged to me that he/she/they  
executed the same in his/her/their authorized capacity(ies), and that by his/her/their  
signature(s) on the instrument the person(s), or the entity upon behalf of which the  
person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature \_\_\_\_\_ (Seal)

---

## ACKNOWLEDGMENT OF AGENT

BY ACCEPTING OR ACTING UNDER THE APPOINTMENT, THE AGENT  
ASSUMES THE FIDUCIARY AND OTHER LEGAL RESPONSIBILITIES OF AN  
AGENT.

\_\_\_\_\_  
Signature of Agent

SCOTT MINSTER  
\_\_\_\_\_  
Name of Agent



**SHAWN S. KAYE**

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**FACSIMILE TRANSMITTAL SHEET**

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The attached document, including this cover page, consists of 2 total pages.  
If any of the pages are illegible or missing, please contact me as soon as possible.

**Sender's Facsimile Number: (818) 743-7475**

**Sender's Telephone Number: (818) 850-5978**

The information in this facsimile is intended for the name recipient(s) only. The information may contain privileged and confidential information that is time sensitive. If you have received this facsimile in error, please notify the sender immediately by collect call at (818) 266-7712 and return the non-duplicated original by mail to the address listed below. You will be reimbursed for postage. Do not disclose the contents of the attached document to anyone. Thank you in advance for your cooperation.

PLEASE DELIVER THIS TRANSMITTAL TO THE FOLLOWING INDIVIDUAL(S):

**SANDRA MOMOTIUK**

---

☐ URGENT   ☐ FOR REVIEW   ☐ PLEASE COMMENT   ☐ PLEASE REPLY   ☐ PLEASE RECYCLE

---

**MESSAGE TO RECIPIENT (IF ANY):**



**FROM THE DESK OF SHAWN S. KAYE**

11643 Chandler Blvd #101  
Valley Village, CA 91601  
Tel: (818) 266-7712  
Fax: (818) 743-7475  
Email: skaye@pacbell.net

June 22, 2019

**VIA FACSIMILE ONLY**  
**(213) 947-1409**

Sandra Momotiuk, ESQ.  
4400 Coldwater Canyon Ave #201  
Studio City, CA 91604

Re: *The Second Restated Barbara and Martin Minster Family Trust 2002*  
*Surviving settlor: Martin Minster*

Dear Ms. Momotiuk:

I telephoned your office a few times only to get your answering machine. I did not leave a message. I urgently need to speak with you regarding your client Martin Minster and the above-captioned trust at your earliest convenience.

I would like to speak with you about the following:

1. Barbara Kaye Minster's will (or pour-over-will).
2. Mr. Minster's transfer of the family residence out-of-the trust in 2016.
3. Proceeds of a reverse mortgage potentially not being held as a trust asset.
4. Durable General Power of Attorney for Asset Management (issued to Scott Minster).
5. Power of attorney for health care, and advance directives (issued to Scott Minster).

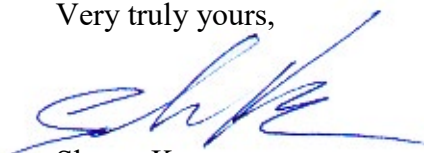
Based on intermittent information, Mr. Minster is home, confined to bed, and on hospice care according to his disinherited daughter Natalie (now known as "Nina") Minster who, is unemployed and living with and now caring for Mr. Minster.

I briefly spoke with Mr. Minster. He has some capacity; however, due to the circumstances and his *extremely poor knowledge and understanding of financial and legal matters* his son Scott Minster, the Successor Trustee, should be appointed and provided with the above-mentioned documents in order to help Mr. Minster. He will need around-the-clock nursing care going forward.

With your assistance, there should be no need for conservatorship and/or probate.

You can reach me directly at (818) 850-5978, or Scott Minster at (818) 674-8025.

Very truly yours,



Shawn Kaye

EXHIBIT 112

**SHAWN S. KAYE**

---

**FACSIMILE TRANSMITTAL SHEET**

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If any of the pages are illegible or missing, please contact me as soon as possible.

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PLEASE DELIVER THIS TRANSMITTAL TO THE FOLLOWING INDIVIDUAL(S):

**SANDRA MOMOTIUK**

---

☐ URGENT   ☐ FOR REVIEW   ☐ PLEASE COMMENT   ☐ PLEASE REPLY   ☐ PLEASE RECYCLE

---

**MESSAGE TO RECIPIENT (IF ANY):**

**FROM THE DESK OF SHAWN S. KAYE**

11643 Chandler Blvd #101  
Valley Village, CA 91601  
Tel: (818) 266-7712  
Fax: (818) 743-7475  
Email: skaye@pacbell.net

June 26, 2019

**VIA FACSIMILE ONLY**  
**(213) 947-1409**

Sandra Momotiuk, ESQ.  
4400 Coldwater Canyon Ave #201  
Studio City, CA 91604

Re: *The Second Restated Barbara and Martin Minster Family Trust 2002*  
*Surviving settlor: Martin Minster*

Dear Ms. Momotiuk:

I attempted to contact you yesterday, and again earlier today a few times but I received your answer machine on all my attempts (no message was left). This letter will supplement my faxed correspondence dated June 22, 2019 that you have acknowledge receiving.

Hopefully, by now, you have had a chance to review the above-captioned trust. After my review, it appears the deceased settlor Barbara Kaye Minster went to great lengths with your office to provide for and to protect Mr. Minster and the trust estate. However, Mr. Minster has had some other ideas and breached the terms of the trust.

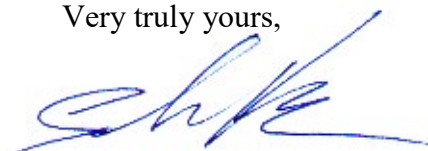
Accordingly, pursuant to Article Seven Mr. Minster was required to consult with his son Scott Minster "*as to all financial matters regarding real property and financial investments, including but not limited to stocks and bonds.*" [emphasis added]. In the event Scott Minster was unable because of death, incompetency, or other case to consult with, Mr. Minster was required to consult with me in the alternative. Therefore, you should have no issue with discussing the trust estate with myself and/or Scott Minster.

Scott Minster and I both would like to meet with you in person to discuss the enumerated matters in my earlier correspondence as well as a few other matters.

While I appreciate that you're moving your office, time is of the essence. I am informed Mr. Minster has a limited amount of time left, which he has now surpassed.

Therefore, please contact me at (818) 850-5978 or Scott Minster at (818) 674-8025 at your earliest convenience.

Very truly yours,



Shawn Kaye

EXHIBIT 113

**SHAWN S. KAYE**

---

**FACSIMILE TRANSMITTAL SHEET**

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The attached document, including this cover page, consists of 2 total pages.  
If any of the pages are illegible or missing, please contact me as soon as possible.

**Sender's Facsimile Number: (818) 743-7475**

**Sender's Telephone Number: (818) 850-5978**

The information in this facsimile is intended for the name recipient(s) only. The information may contain privileged and confidential information that is time sensitive. If you have received this facsimile in error, please notify the sender immediately by collect call at (818) 266-7712 and return the non-duplicated original by mail to the address listed below. You will be reimbursed for postage. Do not disclose the contents of the attached document to anyone. Thank you in advance for your cooperation.

PLEASE DELIVER THIS TRANSMITTAL TO THE FOLLOWING INDIVIDUAL(S):

**SANDRA MOMOTIUK**

---

☐ URGENT   ☐ FOR REVIEW   ☐ PLEASE COMMENT   ☐ PLEASE REPLY   ☐ PLEASE RECYCLE

---

**MESSAGE TO RECIPIENT (IF ANY):**

**FROM THE DESK OF SHAWN S. KAYE**

11643 Chandler Blvd #101  
Valley Village, CA 91601  
Tel: (818) 266-7712  
Fax: (818) 743-7475  
Email: skaye@pacbell.net

June 27, 2019

**VIA FACSIMILE ONLY**  
**(213) 947-1409**

Sandra Momotiuk, ESQ.  
4400 Coldwater Canyon Ave #201  
Studio City, CA 91604

Re: *The Second Restated Barbara and Martin Minster Family Trust 2002*  
*Surviving settlor: Martin Minster*

Dear Ms. Momotiuk:

I am sending this letter to correct an omission in the second sentence of paragraph two of my correspondence dated June 27, 2019.

The paragraph should have read as follows:

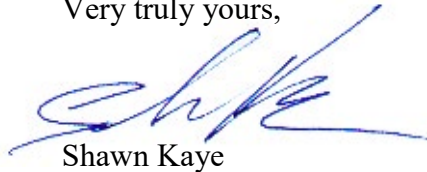
Hopefully, by now, you have had a chance to review the above-captioned trust. After my review, it appears the deceased settlor Barbara Kaye Minster went to great lengths with your office to provide for and to protect Mr. Minster and the trust estate. However, Mr. Minster has had some other ideas and inadvertently breached the terms of the trust due to a lender.

I regret any misunderstanding the omission may have caused.

Once again, please contact me at (818) 850-5978 or Scott Minster at (818) 674-8025 to arrange a meeting at your earliest convenience.

In anticipation of your cooperation, I thank you in advance.

Very truly yours,



Shawn Kaye

EXHIBIT 114



**FROM THE DESK OF SHAWN S. KAYE**

11643 Chandler Blvd #101  
Valley Village, CA 91601  
Tel: (818) 762-4968  
Fax: (818) 743-7475  
Email: skaye@pacbell.net

June 27, 2019

**VIA U.S. MAIL ONLY**

Martin Minster  
7831 Laurelgrove Ave  
North Hollywood, CA 91605

*Re: The Second Restated Barbara and Martin Minster Family Trust 2002*

Dear Marty:

This letter is to inform you that I have requested your attorney, Sandra Momotiuk, to speak with you, Scott and myself regarding the following legal matters:

- The Trust Estate
- The family residence
- Durable general power of attorney for asset management
- Power of attorney for health care and advance directives

While you made it clear to me that you did not make any changes to your Trust, the matters listed above are rather important legal issues that you should address now to make things a little easier for Scott to help you going forward.

Accordingly, because of your medical condition, I believe it's now a good time for you to appoint Scott as the Successor Trustee to the Trust. There is a significant legal issue regarding the family residence and the reverse mortgage that Scott will be able to address. You should also provide Scott with a durable general power of attorney for asset management. That document will allow Scott to access to your bank account in order to pay for your expenses and the in-home nursing care that you're going to require. Nina should not be expected to provide you with 24-hour around-the-clock care. She will need a break. Additionally, it would also be a good idea for Scott to be able to talk with your doctors too.

I am currently waiting for your attorney to return my telephone call and arrange a meeting to discuss these important matters. Hopefully, we can all meet next week sometime.

Please let me know if you need anything.

Talk with you soon,



Shawn Kaye

cc: Sandra Momotiuk, ESQ.  
Scott Minster

EXHIBIT 115

**SHAWN S. KAYE**

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**FACSIMILE TRANSMITTAL SHEET**

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The attached document, including this cover page, consists of 6 total pages.  
If any of the pages are illegible or missing, please contact me as soon as possible.

**Sender's Facsimile Number: (818) 743-7475**

**Sender's Telephone Number: (818) 850-5978**

The information in this facsimile is intended for the name recipient(s) only. The information may contain privileged and confidential information that is time sensitive. If you have received this facsimile in error, please notify the sender immediately by collect call at (818) 266-7712 and return the non-duplicated original by mail to the address listed below. You will be reimbursed for postage. Do not disclose the contents of the attached document to anyone. Thank you in advance for your cooperation.

PLEASE DELIVER THIS TRANSMITTAL TO THE FOLLOWING INDIVIDUAL(S):

**SANDRA MOMOTIUK**

---

☐ URGENT   ☐ FOR REVIEW   ☐ PLEASE COMMENT   ☐ PLEASE REPLY   ☐ PLEASE RECYCLE

---

**MESSAGE TO RECIPIENT (IF ANY):**

**FROM THE DESK OF SHAWN S. KAYE**

11643 Chandler Blvd #101  
Valley Village, CA 91601  
Tel: (818) 762-4968  
Fax: (818) 743-7475  
Email: skaye@pacbell.net

June 28, 2019

**VIA FACSIMILE ONLY**  
**(213) 947-1409**

Sandra Momotiuk, ESQ.  
4400 Coldwater Canyon Ave #201  
Studio City, CA 91604

Re: *The Second Restated Barbara and Martin Minster Family Trust 2002*  
*Surviving settlor: Martin Minster*

Dear Ms. Momotiuk:

Thank you for returning my telephone call and speaking with me yesterday.

My correspondence to you specifically requested to speak with you in person along with Scott Minster. I did not ask you to meet with Mr. Minster. You should have returned my telephone call on Tuesday, June 23, 2019 like you said you would. Now, due to your visit at the family residence, Mr. Minster's daughter, Natalie ("Nina") Minster, is making absurd false accusations regarding my concerns of the trust estate including the following written statement:

"He's [Shawn Kaye] been writing letters and contacting martyrs [sic] lawyer and he said he's filing a petition to put Marty in a nursing home sell the house and put me in the street... No [sic] Marty is going to be getting fucked out of money trying to defend his own trust..."

Frankly, the Trust does not concern Nina Minster. She has been disinherited by both of her parents and further prohibited from serving as a trustee. I do not know where she is getting this information from unless it came from you and your representation of my written correspondence to Mr. Minster was misinterpreted during your recent visit. This may explain why Mr. Minster no longer wishes to speak with me. Accordingly, I would expect you to correct this misunderstanding with Mr. Minster as the above written statement is baseless and completely unfounded. I have no way of speaking with Mr. Minster because Nina Minster is in complete control.

The reverse mortgage Mr. Minster obtained back in 2016 is unlawful and voidable. While I do not expect you to understand that, being a family law attorney, I would like to explain my position to Mr. Minster in your presence along with Scott Minster. There is no need to lose the main trust asset, the family residence, to a lender. Currently, there is a lien against the family residence up to a maximum principle amount of seven hundred fifty-six thousand dollars (\$756,000). A copy of the first few pages of that lien is attached.

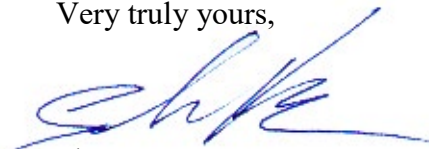
The family residence is now subject to probate as the property is no longer a trust asset. Any funds Mr. Minster received from the reverse mortgage may also be subject to probate, as is any other financial account(s) Mr. Minster may have converted into his own name, because he does not understand the difference. Of course, that outcome would benefit Nina Minster and circumvents the settlors' well-established wishes and the irrevocable portions of the trust to the detriment of the sole beneficiary and my dear Aunt's grandchildren.

Hopefully, with your cooperation, we can avoid a potential disaster from happening and resolve this matter amicably without any court intervention. Mr. Minster should understand I am here to help him, not hinder or harm him in any way. Besides, he agreed to my help in 2007 when he executed the trust.

I do look forward to meeting with you and Mr. Minster and discussing these matters further.

Please let me know when that can be accomplished.

Very truly yours,

A handwritten signature in blue ink, appearing to read 'Shawn Kaye', with a stylized, cursive script.

Shawn Kaye

EXHIBIT 116

**SCOTT MINSTER**  
2530 Elda Street  
Duarte, CA 91010  
Tel: (818) 674-8025  
Email: tcppools@hotmail.com

July 5, 2019

**VIA U.S. MAIL ONLY**

Martin Minster, Trustee  
The Second Restated Barbara and Martin Minster Family Trust  
7831 Laurelgrove Ave  
North Hollywood, CA 91605

Re: *The Second Restated Barbara and Martin Minster Family Trust 2002*  
NOTICE FOR INFORMATION AND ACCOUNTING

Dear Marty:

I have telephoned you several times over the past week and left you voice messages with no return telephone call from you as of this date. Because you are ignoring me, you leave me with very little choice but to start what is going to be an expensive undertaking due to your breach of the above-captioned trust.

**PLEASE TAKE NOTICE** that I am requesting a formal accounting of *The Second Restated Barbara and Martin Minster Family Trust 2002*.

Pursuant to Probate Code §16060, you, the Trustee of The Second Restated Barbara and Martin Minster Family Trust 2002, have a duty to keep the beneficiaries of the trust reasonably informed of the trust and its administration. Further, except as provided in §16069, on reasonable request by a beneficiary, you, the Trustee must provide information to a trust beneficiary relating to the administration of the trust relevant to the beneficiary's interest. (see Probate Code §16061.)

You have sixty (60) days following notice of this request to provide me with an accounting (Probate Code §17200(b)(6)(C)). If you fail to comply with this request, a petition in the probate court under Probate Code §17200 will be filed to ask the court to order you, the Trustee, to account.

It would be best to follow the format and information rules under the Probate Code.

Regretfully,

Scott Minster

cc: Sandra Momotiuk, ESQ  
Shawn Kaye

EXHIBIT 117



**SCOTT MINSTER**  
2530 Elda Street  
Duarte, CA 91010  
Tel: (818) 674-8025  
Email: tcppools@hotmail.com

July 5, 2019

**VIA U.S. MAIL ONLY**

Nina Minster  
7831 Laurelgrove Ave  
North Hollywood, CA 91605

*Re: CEASE AND DESIST SELLING TRUST PROPERTY*

Dear Nina:

I have recently become aware that you are selling various items online that belong to the estate of *The Second Restated Barbara and Martin Minster Trust 2002* (the "Trust"). All property that was owned by the deceased settlor, Barbara Kaye Minster, including but not limited to cash, securities, real estate, jewelry, art, and collectible items is property of the Trust ("Trust Property").

Based on my information and belief, the undisclosed items listed below you are offering for sale on eBay, in your personal account "twotimerkiss", is Trust Property.

VENUE	ITEM	PRICE
eBay	Beanie Baby – CLAUDE Crab	\$29,990.00
eBay	Beanie Baby – HOPE praying bear	\$2,999.99
eBay	HIGHWAY HIGHJINKS	\$1,999.99
eBay	LOOKING FOR ADVENTURE	\$475.00
eBay	BEANIE BABY SNORT 4002 DAISY STYLE 4006	\$279.99
eBay	STAR TREK T.M.P JACKET	\$269.99
eBay	RON LEE CLOWN 1989 #H-203 Traveling in Style	\$179.99
eBay	Beanie Baby Lady Bug #008421040407	\$179.99
eBay	RON LEE 10 in tall CHANCE OF RAIN	\$169.99
eBay	TY BEANIE dogs Spunky Tracker and Whiskers	\$179.99
eBay	RON LEE CLOWN #428 Washing the Giraffe 24K	\$149.00
eBay	"LUCKY" Ty Beanie Baby Lady Bug #008421040407	\$169.99
eBay	"Congo" TY Beanie #08421040674 -11-9- 96	\$149.99
eBay	SLIVER 925 TURQUOISE BRACELET, PENDENT	\$144.99

eBay	"Bongo" TY Beanie #08421040674 - Rare	\$139.99
eBay	COCA-COLA Sales Die-Cast Metal Toy Vehicle	\$109.99
eBay	RON LEE CLOWN Figurine "PISTOL PETE"	\$109.99
eBay	RON LEE CLOWN Figurine HIGH ABOVE	\$99.99
	<b>AGGREGATE PRICE OF ITEMS LISTED FOR SALE ABOVE \$99.00</b>	<b>\$37,798.85</b>

Pursuant to article one, section 1.6 Exclusion of the Trust, "[t]he settlors have intentionally failed to provide herein for their daughter, NATALIE LYNN MINSTER, or her heirs, and they specifically disinherit her and her heirs, from taking from this trust...the settlors give her the sum of one dollar (\$1.00), and no more, in lieu of any other share or interest in the settlors estate, Will, trust, or any amendments or revisions thereto."

Article seven, section 7.6. Prohibited Trustee, states: "Notwithstanding any other provision in this instrument, in no event shall NATALIE LYNN MINSTER...be appointed to serve as trustee."

Accordingly, I am writing to direct you to **immediately cease and desist from offering for sale and/or selling any Trust Property**. I further demand that you:

1. Remove all Trust Property being offered for sale on eBay or any other online venue such as Facebook, Craigslist, etc. immediately.
2. Provide to me in writing a list of Trust Property that you have sold anywhere within the last five (5) years and the price at which the Trust Property was sold for.
3. Provide me with a written assurance that you will comply with this cease and desist notice and that you will not in the future accept for sale or sell any Trust Property.

Submit this information and your written assurance to me no later than July 15, 2019 so I do not have to consider any further action.

Regretfully,

Scott Minster

cc: Sandra Momotiuk, ESQ  
Shawn Kaye

EXHIBIT 118

**SCOTT MINSTER**  
2530 Elda Street  
Duarte, CA 91010  
Tel: (818) 674-8025  
Email: tcppools@hotmail.com

July 8, 2019

**VIA U.S. MAIL ONLY**

Sandra J. Momotiuk  
13351 Riverside Dr., STE 482  
Sherman Oaks, CA 91423

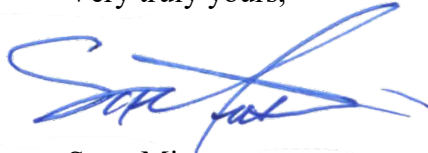
Re: *The Second Restated Barbara and Martin Minster Family Trust 2002*  
Request for Barbra Kaye Minster's last will

Dear Ms. Momotiuk:

Please send me a copy of the last will of my deceased mother, Barbara Kaye Minster, that is in your possession or control. If you do not have any such document, please indicate in your response letter where that information can be found.

Additionally, please maintain custody of any such original document(s) in your office or, as required by law, file any such document with the Los Angeles Superior Court.

Very truly yours,



Scott Minster

SM/sk



**LAW OFFICE OF SANDRA J. MOMOTIUK**

13351RIVERSIDEDR · SUITE 428 · SHERMAN OAKS · 91423  
TELEPHONE(818)760-7334

**NOTICE**

- This fax message, including any attachments, is for the sole use of the intended recipient(s) and may contain confidential and privileged information.
- Any unauthorized review, use, disclosure, or distribution is prohibited.
- If you are not the intended recipient, please contact the sender by reply fax and destroy all copies of the original message.

**FAX**

To:	Shawn S Kaye	From:	Sandra Momotiuk, Esq.
Fax:	(818) 743-7475	Pages:	5 including cover
Phone:	n/a	Date:	7/17/19
Re:	Martin Minster	CC:	None

**● Comments:**

Please see attached.

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**LAW OFFICE OF SANDRA J. MOMOTIUK**

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SUITE 482 · 13351 RIVERSIDE DRIVE · SHERMAN OAKS · CALIFORNIA · 91423  
TELEPHONE (818) 760-7334

July 16, 2019

Scott Minster  
2530 Elda Street  
Duarte, CA 91010  
and  
Shawn S. Kaye  
11643 Chandler Blvd #101  
Valley Village, CA 91601

In re: *The Last Will And Testament Of Barbara Minster*, and  
*The Barbara And Martin Minster Family Trust, As Amended And Restated  
In 2002*

Messrs.' Shawn Kaye and Scott Minster:

Since I received the fax dated June 22, 2019, from Shawn Kaye, and subsequently spoke to him, I have spoken to and seen my client, Martin Minster, on several occasions. On each occasion we discussed the contents of Shawn Kaye's fax, his letter to my client and myself dated June 27, 2019, Scott Minster's letter to Nina Minster dated July 5, 2017, regarding the alleged distribution of Barbara and Martin Minster's personal property, and Scott Minster's letter to my client dated July 5, 2019, and the conversations the both of you have had with my client several weeks ago.

All of the above correspondence, including Shawn Kaye's letter of July 1, 2019, to Nina Minster, were read, verbatim, to my client, and discussed in depth, so that there is no question of any content being "misrepresented" or misunderstood.

The items I will address herein are as follows:

ISSUE 1: Whether either of you have any right to or legal standing to contest the disposition of any personal property of Barbara Minster or Martin Minster, under the *Barbara And Martin Minster Family Trust, As Amended And Restated In 2002* (hereinafter "Trust"), or any other document.

This will serve to advise both of you that neither the aforementioned

In re: The Last Will And Testament Of Barbara Minster, and  
The Barbara And Martin Minster Family Trust, As Amended And Restated In 2002  
July 15, 2019

Page 2

Trust nor Barbara Minster's Last Will and Testament designated any specific personal property or effects be distributed to any specific person.

The only section of either estate document regarding the disposal and distribution of Barbara Minster's personal property and effects at the time of her death is set forth in the Fourth Section of her Last Will and Testament, which states as follows:

*"I give to my husband all my personal automobiles, money, household furniture and furnishings, chinaware, silver, pictures, works of art, books, jewelry, clothing, and other tangible articles of a personal nature."*

Said language is explicit and no further discussion is warranted.

As there is no designation in the Trust that the parties' personal property were part of the Trust, and there is nothing that states that Barbara Minster had separate property, my client has no obligation to justify his actions regarding the management, disposal, or distribution of said personal property, and neither of you have the right to demand an accounting of such items from any party.

ISSUE 2: Whether my client, Martin Minster, has the right to manage, distribute, and dispose of the assets, in particular any real property, held in the name of the Trust, including obtaining a reverse mortgage on the real property.

Section 7.2 of the aforementioned Trust gives my client the sole right to make all final decisions regarding all financial matters relating to the assets in the Trust, and therefore, he had a right to obtain said reverse mortgage. As part of the application for the reverse mortgage, a copy of the *Barbara And Martin Minster Family Trust, As Amended And Restated In 2002*, was given to the mortgage company and they obviously felt that the terms allowed them to fund a reverse mortgage. As a result, I do not think the legality of the reverse mortgage is in question. Further, your questioning the reverse mortgage demonstrates full knowledge of its existence and my client's actions regarding same.

ISSUE 3: Whether Shawn Kaye or Scott Minster have any authority or right to manage or interfere with my client, Martin Minster's, healthcare.

As of this date my client has not been declared incompetent, and until that happens, he has full control over his healthcare and his personal



In re: The Last Will And Testament Of Barbara Minster, and  
The Barbara And Martin Minster Family Trust, As Amended And Restated In 2002  
July 15, 2019

Page 3

needs and is entitled to make decisions regarding such matters without interference. Should he become incompetent, he has already designated parties that can step in and continue his care per his wishes.

My client's healthcare is currently being managed by an accredited hospice organization, which provides regular visits by caregivers, nurses, and social workers, and they have expressed no concerns regarding his competency, the environment he is in, the care he is receiving, or the decisions he is making. In fact, they feel that your and Scott's attempts to forcibly interject yourselves into the situation are causing unnecessary, extreme stress and anxiety to their patient during a time he should be allowed his dignity and peace. Your alleged concerns at this time is not only unwarranted, but the stress you both are causing with your letters and numerous telephone calls could be considered elder abuse.

In summary, my client has the full right to decide who is privy to any or all aspects of his personal life, healthcare, or financial decisions, and neither of you have any legal standing to force him to do otherwise, nor am I obligated to disclose any further details of my clients' estate documents or any other matter relating to my client.

It should be noted that given Scott Minster's recent demand that my client sign a document giving him approval over my client's right to make decisions regarding his freedom of movement, his healthcare and his property, and more recently, the abusive actions and language the two of you have expressed toward my client, it is little wonder my client wishes to have nothing to do with either of you.

It is also my understanding that, except as stated above, neither of you have bothered to try and contact my client for many years. The content of your recent communications show that the only basis for this sudden concern is over the assets under the full, legal control of my client and how either or both of you may benefit from them, and not from any concern over the welfare of my client.

In contrast, while Barbara Minster and my client had a relationship, that was sometimes contentious, with their daughter, Nina Minster, she made the effort to reconnect with my client and they reconciled their relationship some years ago. Since then she has been there to help him through this health crisis.

As to your threat to take court action to contest my client's management of

In re: The Last Will And Testament Of Barbara Minster, and  
The Barbara And Martin Minster Family Trust, As Amended And Restated In 2002  
July 15, 2019

Page 4

the Trust or to attempt to override my client's decisions regarding his healthcare, this letter will serve to advise both of you that if you attempt to take such action, my client will aggressively fight them and seek all legal remedies, including criminal charges, sanctions, attorney's fees, and costs.


Finally, you are on notice to cease and desist forthwith any attempts to contact my client. This would include, but not be limited to, telephone calls, text messages, emails, faxes, messengers, telegrams, or any visitation to his home. If you continue with this harassment, he will seek a restraining order to protect his privacy.

However, should Scott desire his children to visit my client, their grandmother, "Colletta," can make the request and accompany the children, and my client will decide if he will allow the visits, and if so, under what conditions. It is to be understood that these visits will be limited to personal visits with Scott's children and Colletta only, and that the visit is not to be used for the discussion of the disposition of any Trust asset or my client's healthcare. Should these topics come up, unless my client fully agrees to discuss the subject, the children and Colletta will be asked to leave immediately.

Finally, no further communication from Shawn Kaye to this office alleging it is being done on Scott Minster's behalf will be acknowledged unless accompanied by a suitable, notarized, Power of Attorney from Scott Minster appointing Shawn Kaye to speak on his behalf.

Please comply with Martin Minster's wishes and allow him his solitude and peace in the difficult times ahead.

Respectfully,



Sandra J Momotiuk, Esq.

CC Martin Minster  
Nina Minster

EXHIBIT 120

**FROM THE DESK OF SHAWN S. KAYE**

11643 Chandler Blvd #101  
Valley Village, CA 91601  
Tel: (818) 850-5978  
Fax: (818) 743-7475  
Email: skaye@pacbell.net

August 23, 2019

**VIA FACSIMILE AND U.S. MAIL**  
**(213) 947-1409**

Law Offices of Sandra J. Momotiuk  
13351 Riverside Drive. Box 428  
Sherman Oaks, CA 91423

*Re: The Second Restated Barbara and Martin Minster Family Trust 2002; and  
Martin Minster — Petition for a conservatorship (of the estate).*

Dear Ms. Momotiuk:

Thank you, in part, for clarifying that Mr. Minster has been apprised of my correspondence as detailed in your letter dated July 16, 2019. Unfortunately, your distorted letter that echoes Nina Minster's sentiments has now prompted me to file a petition for a conservatorship (of the estate).

Accordingly, I categorically reject any assertion that I (or Scott Minster) hold any nefarious intentions towards Mr. Minster. Additionally, I assure you that I have *never* asked Mr. Minster to "...justify his actions regarding the management, disposal, or distribution of...personal property...", and neither has Scott Minster.

A conservator of the estate may be appointed for a person who is substantially unable to manage his or her own financial resources or *resist fraud or undue influence*. [Emphasis added.] California Probate Code § 1801 (b):

"A conservator of the estate may be appointed for a person who is substantially unable to manage his or her own financial resources or resist fraud or undue influence, except as provided for that person as described in subdivision (b) or (c) of Section 1828.5. Substantial inability may not be proved solely by isolated incidents of negligence or improvidence."

I have no horse in this race. However, due to Mr. Minster's life-limiting medical condition, the administration of morphine, and the confidential relationship that has emerged with his *disinherited* daughter Nina Minster aka Natalie Minster, I believe it's best to protect the estate. To be sure, Nina Minster has not "reconciled" a relationship with her father, she has acquired an influence over an old, weak, sick man, pretending affection for him and prejudicing him against his family and profiting from it. Her despicable behavior, falsehoods, and actions are for her own interest.

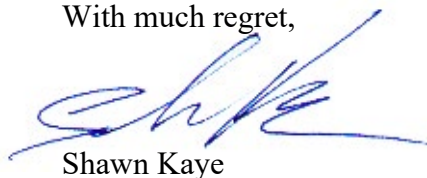
Indeed, Mr. Minster has the right to decide "who is privy to any or all aspects of his personal life, healthcare, or financial decisions." He also has the *right* to be protected.

There is not a single member of my family who trusts Nina Minster, including Mr. Minster and Barbra Kaye Minster, the decedent. What is just as disconcerting however is your partiality towards Nina Minster. To be sure, you never attempted to contact or speak with Mr. Minster's son Scott Minster.

Furthermore, I do have concerns over the welfare of your client. I have been informed that Nina Minster leaves Mr. Minster unattended for several hours at a time. Though, Adult Protective Services should be able to handle that matter and document any other findings.

One last request, I would very much like to speak with Mr. Minster. Perhaps this can all be avoided and not become a matter of public record. If you can make arrangements for a telephone call it would be greatly appreciated. If not, I would expect to have the petition filed and served on your client by the end of next week.

With much regret,

A handwritten signature in blue ink, appearing to read 'Shawn Kaye', with a stylized, cursive script.

Shawn Kaye

cc: Scott Minster



**LAW OFFICE OF SANDRA J. MOMOTIUK**

SUITE 482 · 13351 RIVERSIDE DRIVE · SHERMAN OAKS · CALIFORNIA · 91423  
TELEPHONE (818) 760-7334

September 2, 2019

Mr. Martin Minster  
7831 Laurelgrove Ave  
Los Angeles, CA 91605-2307

In re: Estate Planning

Martin:

This will confirm some of which we discussed previously regarding your estate planning.

You were advised that the real property located at 7831 Laurel Grove Avenue, North Hollywood, California is currently in your name and not in the name of *THE SECOND RESTATED BARBARA AND MARTIN MINSTER FAMILY TRUST, AS AMENDED AND RESTATED IN 2002* (hereinafter "Trust"). This transfer was apparently done by the firm that issued your reverse mortgage.

This move out of the Trust has already caused problems. Unless it is transferred back into the Trust, at least the real property on Laurelgrove will have to go through probate upon your passing. If it is transferred back into the Trust, your estate will avoid probate, but under the terms of the Trust, Scott will be entitled to some, if not all, of the estate assets. Transferring the property back into the Trust is your decision and in case you wish to do this, I have attached a trust deed for your use.

As I have not received any instructions or information to the contrary, it is my belief that the other properties in California and Nevada remain in the Trust.

In 2017 I prepared Amendments to the Trust per your desires that Nina receive significant assets from the estate. I have explained that these Amendments do not ensure that all the property will go to Nina; however, with the Amendments it is hoped that Nina will receive at least one-half.

You are aware that even with these Amendments, it is believed likely Scott will contest Nina receiving any portion of your or Barbara's assets.

I had advised you of a new California law regarding what is called a  
Minster - letter to CLIENT.doc

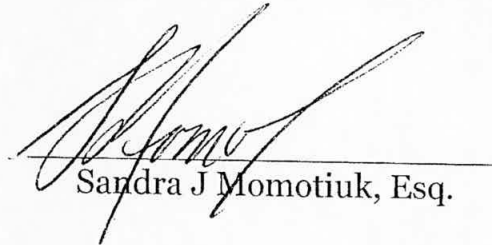
September 2, 2019

Page 2

"Decanting Trust" that allows a Trustee, with some notable exceptions and conditions, to create a new trust and move the assets from the old trust into the new trust. This was considered as it was your desire that Nina be the sole beneficiary of all the estate assets. However, as the beneficiaries under the old trust had to be notified in advance, and the high probably they would contest it, you decided not to pursue this option. As a result, under the terms of the Trust, at least some of the assets may go to Scott.

Please let me know if you have any questions regarding the above.

Respectfully,



Sandra J Momotiuk, Esq.

CC Nina Minster

09/02/2019



EXHIBIT 122



# COUNTY OF LOS ANGELES

## REGISTRAR-RECORDER/COUNTY CLERK

3052020056394

### CERTIFICATE OF DEATH

3202019012763

1 NAME OF DECEDENT - FIRST (Given) <b>MARTIN</b>		2 MIDDLE -		3 LAST (Family) <b>MINSTER</b>	
4 DATE OF BIRTH mm/dd/yyyy <b>02/22/1935</b>		5 AGE Yrs <b>85</b>		6 SEX <b>M</b>	
7 DATE OF DEATH mm/dd/yyyy <b>03/16/2020</b>		8 HOUR (24-Hour) <b>1916</b>		9 YEARS IN OCCUPATION <b>30</b>	
10 BIRTH STATE/FOREIGN COUNTRY <b>IL</b>		11 SOCIAL SECURITY NUMBER <b>561-44-0653</b>		12 MARITAL STATUS/SIDOP at time of death <b>WIDOWED</b>	
13 EDUCATION - Highest Level/Grade (See instructions on back) <b>GED</b>		14 WAS DECEDENT HISPANIC/LATINO/ASIAN/SPANISH? (If yes, see instruction on back) <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO		15 DECEDENT'S RACE - Up to 3 races may be listed (see instruction on back) <b>CAUCASIAN</b>	
16 USUAL OCCUPATION - Type of work for most of life. DO NOT USE RETIRED <b>DRIVER</b>		17 KIND OF BUSINESS OR INDUSTRY (e.g., grocery store, road construction, employment agency, etc.) <b>TRANSPORT</b>		18 YEARS IN OCCUPATION <b>30</b>	
20 DECEDENT'S RESIDENCE (Street and number, or location) <b>7831 LAURELGROVE AVE</b>					
21 CITY <b>NORTH HOLLYWOOD</b>		22 COUNTY/PRIORANCE <b>LOS ANGELES</b>		23 ZIP CODE <b>91605</b>	
24 YEARS IN COUNTY <b>76</b>		25 STATE/FOREIGN COUNTRY <b>CA</b>		26 INFORMANT'S NAME, RELATIONSHIP <b>NINA KAYELINN MINSTER, DAUGHTER</b>	
27 INFORMANT'S MAILING ADDRESS (Street and number, or rural route number, city or town, state and zip) <b>7831 LAURELGROVE AVE, NORTH HOLLYWOOD, CA 91605</b>		28 NAME OF SURVIVING SPOUSE/SIDOP - FIRST -		29 MIDDLE -	
30 LAST (BIRTH NAME) -		31 NAME OF FATHER/PARENT - FIRST <b>JOE</b>		32 MIDDLE -	
33 LAST <b>MINSTER</b>		34 BIRTH STATE <b>RUSSIA</b>		35 NAME OF MOTHER/PARENT - FIRST <b>EDITH</b>	
36 MIDDLE -		37 LAST (BIRTH NAME) <b>RABINOWITZ</b>		38 BIRTH STATE <b>NY</b>	
39 DISPOSITION DATE mm/dd/yyyy <b>03/20/2020</b>		40 PLACE OF FINAL DISPOSITION <b>EDEN MEMORIAL PARK 11500 SEPULVEDA BLVD, MISSION HILLS, CA 91345</b>			
41 TYPE OF DISPOSITION (e.g.) <b>BU</b>		42 SIGNATURE OF EMBALMER <b>NOT EMBALMED</b>		43 LICENSE NUMBER -	
44 NAME OF FUNERAL ESTABLISHMENT <b>GROMAN EDEN MORTUARY</b>		45 LICENSE NUMBER <b>FD1070</b>		46 SIGNATURE OF LOCAL REGISTRAR <b>MUNTU DAVIS, M.D.</b>	
47 DATE mm/dd/yyyy <b>03/18/2020</b>		48 IF HOSPITAL, SPECIFY ONE <input type="checkbox"/> INPATIENT <input type="checkbox"/> OUTPATIENT <input type="checkbox"/> HOME <input checked="" type="checkbox"/> OTHER			
49 IF OTHER THAN HOSPITAL, SPECIFY ONE <input type="checkbox"/> NURSING HOME/LTC <input type="checkbox"/> HOME <input checked="" type="checkbox"/> OTHER		50 IF FEMALE, PREGNANT IN LAST YEAR? <input type="checkbox"/> YES <input type="checkbox"/> NO <input type="checkbox"/> UNK			
51 PLACE OF DEATH <b>RESIDENCE</b>		52 COUNTY <b>LOS ANGELES</b>		53 FACILITY ADDRESS OR LOCATION WHERE FOUND (Street and number, or location) <b>7831 LAURELGROVE AVE</b>	
54 CITY <b>NORTH HOLLYWOOD</b>		55 CAUSE OF DEATH <b>RESPIRATORY FAILURE</b>		56 IMMEDIATE CAUSE (First disease or condition resulting in death) <b>CHRONIC OBSTRUCTIVE PULMONARY DISEASE</b>	
57 UNDERLYING CAUSE (Disease or injury that initiated the events resulting in death) LAST <b>ESSENTIAL HYPERTENSION</b>		58 OTHER SIGNIFICANT CONDITIONS CONTRIBUTING TO DEATH BUT NOT RESULTING IN THE UNDERLYING CAUSE GIVEN IN 56 <b>NONE</b>		59 WAS OPERATION PERFORMED FOR ANY CONDITION IN ITEM 57 OR 58? (If yes, list type of operation and date) <b>NO</b>	
60 SIGNATURE AND TITLE OF CERTIFIER <b>GREGOR PARONIAN M.D.</b>		61 TYPE ATTENDING PHYSICIAN'S NAME, MAILING ADDRESS, ZIP CODE <b>GREGOR PARONIAN M.D. 1028 N LAKE AVE #106, PASADENA, CA 91104</b>		62 INJURY DATE mm/dd/yyyy <b>03/17/2020</b>	
63 MANNER OF DEATH <input type="checkbox"/> Natural <input type="checkbox"/> Accident <input type="checkbox"/> Homicide <input type="checkbox"/> Suicide <input type="checkbox"/> Pending investigation <input type="checkbox"/> Could not be determined		64 INJURED AT WORK? <input type="checkbox"/> YES <input type="checkbox"/> NO <input type="checkbox"/> UNK		65 PLACE OF INJURY (e.g., home, construction site, wooded area, etc.)	
66 DESCRIBE HOW INJURY OCCURRED (Events which resulted in injury)					
67 LOCATION OF INJURY (Street and number, or location, and city, and zip)					
68 SIGNATURE OF CORONER/DEPUTY CORONER		69 DATE mm/dd/yyyy		70 TYPE NAME, TITLE OF CORONER/DEPUTY CORONER	
71 STATE REGISTRAR <b>A</b>					
72 FAX AUTH. <b>010001004482122</b>					
73 CENSUS TRACT					

This is to certify that this document is a true copy of the official record filed with the Registrar-Recorder/County Clerk.

*Dean C. Logan*  
DEAN C. LOGAN  
Registrar-Recorder/County Clerk

This copy is not valid unless prepared on an engraved border displaying the seal and signature of the Registrar-Recorder/County Clerk.

AUG 27 2020  
1000004074951  
0007855716 - 02 - E

ANY ALTERATION OR ERASURE VOIDS THIS CERTIFICATE

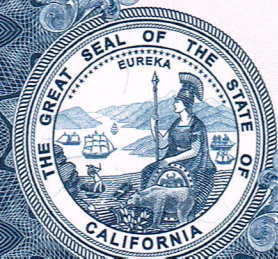




EXHIBIT 123

# LAW OFFICE OF SANDRA J. MOMOTIUK

SUITE 482 · 13351 RIVERSIDE DRIVE · SHERMAN OAKS · CALIFORNIA · 91423  
TELEPHONE (818) 760-7334

August 18, 2020

SCOTT MINSTER  
2530 ELDA STREET  
DUARTE, CA 91010

In re: *THE SECOND RESTATED BARBARA AND MARTIN MINSTER FAMILY TRUST, AS AMENDED AND RESTATED IN 2002*, executed by MARTIN MINSTER as settlor, on November 16, 2007; and the *FIRST AMENDMENT TO "SURVIVOR'S TRUST" OF THE SECOND RESTATED BARBARA AND MARTIN MINSTER FAMILY TRUST, AS AMENDED AND RESTATED IN 2002 AND FIRST AMENDMENT TO THE SECOND RESTATED BARBARA AND MARTIN MINSTER FAMILY TRUST, AS AMENDED AND RESTATED*, executed by MARTIN MINSTER as settlor on August 5, 2017.

Subject: Notification by Successor Trustee

Dear Mr. Minster:

Accompanying this letter are the following documents:

1. A *Notification By Trustee* per California Probate Code Section 16061.7.
2. A copy of *THE SECOND RESTATED BARBARA AND MARTIN MINSTER FAMILY TRUST, AS AMENDED AND RESTATED IN 2002*, executed by MARTIN MINSTER as settlor, on November 16, 2007.
3. A copy of the *FIRST AMENDMENT TO "SURVIVOR'S TRUST" OF THE SECOND RESTATED BARBARA AND MARTIN MINSTER FAMILY TRUST, AS AMENDED AND RESTATED IN 2002 AND FIRST AMENDMENT TO THE SECOND RESTATED BARBARA AND MARTIN MINSTER FAMILY TRUST, AS AMENDED AND RESTATED*, executed by MARTIN MINSTER as settlor on August 5, 2017.
4. A *Receipt Of Copy Of Documents* to be completed and returned to this office using the accompanying stamped, self-addressed envelope.
5. A *Waiver Of Right To Bring An Action To Contest The Terms And Conditions of THE SECOND RESTATED BARBARA AND MARTIN MINSTER FAMILY TRUST, AS AMENDED AND RESTATED IN 2002*, executed by MARTIN MINSTER as settlor, on November 16, 2007, and the *FIRST AMENDMENT TO "SURVIVOR'S TRUST" OF THE SECOND RESTATED BARBARA AND MARTIN MINSTER FAMILY TRUST, AS AMENDED AND RESTATED IN 2002 AND FIRST AMENDMENT TO THE SECOND RESTATED BARBARA AND MARTIN MINSTER FAMILY TRUST, AS AMENDED AND RESTATED*, executed by MARTIN MINSTER as settlor on August 5, 2017.

6. If you agree to waive your right to contest the terms and conditions of the Trust, please sign the aforementioned Waiver, have your signature notarized, and return the originals to this office.

Once I have received a ***Waiver of Right to Bring an Action to Contest the Terms and Conditions*** of the referenced document signed by you, OR 60 DAYS AFTER YOUR RECEIPT OF A COPY OF:


1. *THE SECOND RESTATED BARBARA AND MARTIN MINSTER FAMILY TRUST, AS AMENDED AND RESTATED IN 2002*, executed by MARTIN MINSTER as settlor, on November 16, 2007; and the
2. *FIRST AMENDMENT TO "SURVIVOR'S TRUST" OF THE SECOND RESTATED BARBARA AND MARTIN MINSTER FAMILY TRUST, AS AMENDED AND RESTATED IN 2002 AND FIRST AMENDMENT TO THE SECOND RESTATED BARBARA AND MARTIN MINSTER FAMILY TRUST, AS AMENDED AND RESTATED*, executed by MARTIN MINSTER as settlor on August 5, 2017.

OR 120 days have elapsed as described in the *Waiver of Right to Bring an Action to Contest the Terms and Conditions of the said Second Restated Trust and First Amendment to said Restated Trust*, without a contest to the terms, or any contest to the terms has been resolved, I can start distribution of the estate.

3. A copy of the attached documents for your use and information are the following:
  - i. *THE SECOND RESTATED BARBARA AND MARTIN MINSTER FAMILY TRUST, AS AMENDED AND RESTATED IN 2002*, executed by MARTIN MINSTER as settlor, on November 16, 2007; and the
  - ii. *FIRST AMENDMENT TO "SURVIVOR'S TRUST" OF THE SECOND RESTATED BARBARA AND MARTIN MINSTER FAMILY TRUST, AS AMENDED AND RESTATED IN 2002 AND FIRST AMENDMENT TO THE SECOND RESTATED BARBARA AND MARTIN MINSTER FAMILY TRUST, AS AMENDED AND RESTATED*, executed by MARTIN MINSTER as settlor on August 5, 2017.

If you have any questions about the documents, please arrange to speak to an attorney.

Sincerely,

  
Sandra J. Momotniak, Esq.

**NOTIFICATION BY TRUSTEE**

(CALIFORNIA PROBATE CODE SECTION 16061.7)

As required by law, you are hereby provided with notice of the following information regarding *THE SECOND RESTATED BARBARA AND MARTIN MINSTER FAMILY TRUST, AS AMENDED AND RESTATED IN 2002*, executed by MARTIN MINSTER as settlor, on November 16, 2007, and the *FIRST AMENDMENT TO "SURVIVOR'S TRUST" OF THE SECOND RESTATED BARBARA AND MARTIN MINSTER FAMILY TRUST, AS AMENDED AND RESTATED IN 2002 AND FIRST AMENDMENT TO THE SECOND RESTATED BARBARA AND MARTIN MINSTER FAMILY TRUST, AS AMENDED AND RESTATED*, executed by MARTIN MINSTER as settlor on August 5, 2017 (hereinafter referred to as the "Trust") now that the Trust is irrevocable following the death of the Settlor, MARTIN MINSTER on MARCH 16, 2020.

1. The name of the settlor of the Trust was MARTIN MINSTER.
2. *THE SECOND RESTATED BARBARA AND MARTIN MINSTER FAMILY TRUST, AS AMENDED AND RESTATED IN 2002*, executed by MARTIN MINSTER as settlor, on November 16, 2007; and the
3. *FIRST AMENDMENT TO "SURVIVOR'S TRUST" OF THE SECOND RESTATED BARBARA AND MARTIN MINSTER FAMILY TRUST, AS AMENDED AND RESTATED IN 2002 AND FIRST AMENDMENT TO THE SECOND RESTATED BARBARA AND MARTIN MINSTER FAMILY TRUST, AS AMENDED AND RESTATED*, executed by MARTIN MINSTER as settlor on August 5, 2017.
4. The name, mailing address and telephone number of the current Successor Trustee of the Trust is set forth below:

NINA MINSTER  
c/o SANDRA J MOMOTIUK, ESQ.  
13351 RIVERSIDE DR, #482  
SHERMAN OAKS CA 91423  
Phone: (818) 760-7334

5. The address of the physical location where the principal place of administration of the Trust is:

NINA MINSTER  
c/o SANDRA J MOMOTIUK, ESQ.  
13351 RIVERSIDE DR, #482  
SHERMAN OAKS CA 91423  
PHONE (818) 760-7334

6. Any additional information that is required by the terms of the Trust instruction:

**NONE**

7. You are entitled, as a possible beneficiary or heir at law of the decedent, to request from the trustee a true and complete copy of the "Terms of the Trust," as that term is defined in *California Probate Code Section 16060.5*.

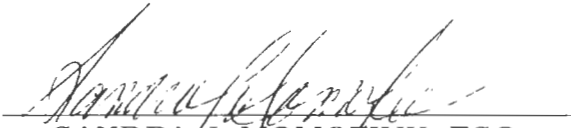
**HOWEVER**, the Trustee has elected to enclose a true and complete copy of the following documents with this Notification:

- (i) *THE SECOND RESTATED BARBARA AND MARTIN MINSTER FAMILY TRUST, AS AMENDED AND RESTATED IN 2002*, executed by MARTIN MINSTER as settlor, on November 16, 2007; and the
- (ii) *FIRST AMENDMENT TO "SURVIVOR'S TRUST" OF THE SECOND RESTATED BARBARA AND MARTIN MINSTER FAMILY TRUST, AS AMENDED AND RESTATED IN 2002 AND FIRST AMENDMENT TO THE SECOND RESTATED BARBARA AND MARTIN MINSTER FAMILY TRUST, AS AMENDED AND RESTATED*, executed by MARTIN MINSTER as settlor on August 5, 2017.

**WARNING**

**YOU MAY NOT BRING AN ACTION TO CONTEST THE TRUST MORE THAN 120 DAYS FROM THE DATE THIS NOTIFICATION BY THE TRUSTEE IS SERVED UPON YOU OR 60 DAYS FROM THE DATE ON WHICH A COPY OF THE TERMS OF THE TRUST IS DELIVERED TO YOU DURING THAT 120-DAY PERIOD, WHICHEVER IS LATER."**

DATED: August 18, 2020

  
SANDRA J. MOMOTIUK, ESQ.

## RECEIPT OF COPY OF DOCUMENTS

I, **SCOTT MINSTER**, am in receipt, by \_\_\_\_\_, of the **NOTIFICATION BY TRUSTEE**, for and a copy of:

1. *THE SECOND RESTATED BARBARA AND MARTIN MINSTER FAMILY TRUST, AS AMENDED AND RESTATED IN 2002*, executed by MARTIN MINSTER as settlor, on November 16, 2007; *and the*
2. *FIRST AMENDMENT TO "SURVIVOR'S TRUST" OF THE SECOND RESTATED BARBARA AND MARTIN MINSTER FAMILY TRUST, AS AMENDED AND RESTATED IN 2002 AND FIRST AMENDMENT TO THE SECOND RESTATED BARBARA AND MARTIN MINSTER FAMILY TRUST, AS AMENDED AND RESTATED*, executed by MARTIN MINSTER as settlor on August 5, 2017

at \_\_\_\_\_, California \_\_\_\_\_  
(TOWN/CITY) (STATE)

Dated: \_\_\_\_\_, 2020

(SIGNATURE)  
**SCOTT MINSTER**



## RECEIPT OF COPY OF DOCUMENTS

I, **SCOTT MINSTER**, am in receipt, by \_\_\_\_\_, of the **NOTIFICATION BY TRUSTEE**, for and a copy of:

1. *THE SECOND RESTATED BARBARA AND MARTIN MINSTER FAMILY TRUST, AS AMENDED AND RESTATED IN 2002*, executed by MARTIN MINSTER as settlor, on November 16, 2007; *and the*
2. *FIRST AMENDMENT TO “SURVIVOR’S TRUST” OF THE SECOND RESTATED BARBARA AND MARTIN MINSTER FAMILY TRUST, AS AMENDED AND RESTATED IN 2002 AND FIRST AMENDMENT TO THE SECOND RESTATED BARBARA AND MARTIN MINSTER FAMILY TRUST, AS AMENDED AND RESTATED*, executed by MARTIN MINSTER as settlor on August 5, 2017

at \_\_\_\_\_, California \_\_\_\_\_  
(TOWN/CITY) (STATE)

Dated: \_\_\_\_\_, 2020

(SIGNATURE)

## SCOTT MINSTER

**WAIVER OF RIGHT TO BRING AN ACTION TO CONTEST THE TERMS AND  
CONDITIONS OF**

*THE SECOND RESTATED BARBARA AND MARTIN MINSTER FAMILY TRUST, AS  
AMENDED AND RESTATED IN 2002*, executed by MARTIN MINSTER as settlor,  
on November 16, 2007

and the

*FIRST AMENDMENT TO "SURVIVOR'S TRUST" OF THE SECOND RESTATED  
BARBARA AND MARTIN MINSTER FAMILY TRUST, AS AMENDED AND  
RESTATED IN 2002 AND FIRST AMENDMENT TO THE RESTATED BARBARA  
AND MARTIN MINSTER FAMILY TRUST, AS AMENDED AND RESTATED*,  
executed on August 5, 2017.

I, SCOTT MINSTER have received a copy of *THE SECOND RESTATED  
BARBARA AND MARTIN MINSTER FAMILY TRUST, AS AMENDED AND  
RESTATED IN 2002*, executed by MARTIN MINSTER as settlor, on November  
16, 2007, and a copy of the *FIRST AMENDMENT TO "SURVIVOR'S TRUST" OF  
THE SECOND RESTATED BARBARA AND MARTIN MINSTER FAMILY TRUST, AS  
AMENDED AND RESTATED IN 2002 AND FIRST AMENDMENT TO THE  
RESTATED BARBARA AND MARTIN MINSTER FAMILY TRUST, AS AMENDED  
AND RESTATED*, executed on August 5, 2017, and have had the opportunity to  
read the documents and seek legal counsel as to the terms and conditions in  
said documents and hereby waive any right I may have to bring an action to  
contest the terms and conditions of said trust documents.

I additionally, hereby waive any obligation of the successor trustee to wait the  
120 days from the date the *Notification by Trustee under California Probate  
Code Section 16061.7* was served on me, or 60 days from the day on which a  
copy of the terms of the aforementioned Trust documents delivered or  
personally delivered to me during that 120 day period, whichever is later, if all  
beneficiaries waive the right to bring an action to contest the terms and  
conditions of said trust documents, to disburse, at her discretion any portion of  
said trust.

Date: \_\_\_\_\_

\_\_\_\_\_  
(SIGNATURE)

---

**Please have your signature notarized ("Acknowledgment"), and attach and  
return the original with your signed Waiver.**

EXHIBIT 124

EXHIBIT 125

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IN RE: )  
LAST WILL AND TESTAMENT )  
OF MARTIN MINSTER )  
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AUDIO TRANSCRIPTION OF VIDEO RECORDING  
SWORN TESTIMONY OF MARTIN MINSTER  
FRIDAY, AUGUST 2, 2019

FILE NO. 35383Minster1.mpg, 35383Minster2.mpg,  
35383Minster3.mpg, 35383Minster4.mpg

BEHMKE REPORTING AND VIDEO SERVICES, INC.  
BY: KAYLEIGH NEWTON, CSR NO. 13487  
550 CALIFORNIA STREET, SUITE 820  
SAN FRANCISCO, CALIFORNIA 94104  
(415) 597-5600

1 (Begin 35383Minster1.mpg; 00:00:00 - 00:24:45)

2 NOTARY PUBLIC: Did you tell him he's gonna  
3 be sworn in?

4 S. MOMOTIUK: I think we told you you're  
5 gonna be sworn in; right?

6 Yup, we told him.

7 NOTARY PUBLIC: Okay.

8 Good afternoon. We are on the record at  
9 4:31 p.m., on August 2nd, 2019.

10 My name is Michael Bretkowski, a notary  
11 public hired by -- in the State of California, hired  
12 by Behmke Reporting and Video Services.

13 I am not related to anyone in this action,  
14 nor am I an employee of any of the parties. And I --  
15 I'm not really aware of the case details currently.  
16 So I will go directly to swearing in, and we can  
17 begin.

18 Raise your right hand, sir.

19 Do you solemnly swear to tell the -- the  
20 truth, the whole truth, and nothing but the truth?

21 M. MINSTER: Yeah, sure.

22 S. MOMOTIUK: Thank you.

23 BY S. MOMOTIUK:

24 Q. Okay. My name is Sandra Momotiuk --  
25 pardon -- I'm an attorney.

1 And, Martin, can you give me your full name?

2 A. Martin Minster.

3 Q. Can you spell it, please?

4 A. Martin, M-A-R-T-I-N; Minster, M-I-N-S-T-E-R.

5 Q. Okay. Martin, do you understand that we are  
6 taking your video testimony today regarding your and  
7 your wife's -- ex-wife -- deceased wife, Barbara  
8 Minster's estate planning devices --

9 A. Yes.

10 Q. -- your devices?

11 Do you understand that?

12 A. Yeah.

13 Q. And we are gonna go over the documents that  
14 you and Barbara have signed in the past and your  
15 intent in the future.

16 You understand that?

17 A. Okay.

18 Q. Could you -- okay.

19 NOTARY PUBLIC: Wait for her to finish just  
20 so it's audible.

21 S. MOMOTIUK:

22 Q. And you have to say "yes" or "no." You  
23 can't just nod your head. Okay?

24 A. Okay.

25 Q. When were you born?

1 A. February 22nd, 1935.  
2 Q. And what is your current address?  
3 A. 7831 Laurelgrove Avenue -- Laurelgrove one  
4 word but straight words.  
5 Q. And what city is that in?  
6 A. North Hollywood, California.  
7 Q. Okay. Are you currently married?  
8 A. Widowed.  
9 Q. And who are you married to?  
10 A. Barbara Kaye -- Barbara Kaye and Minster  
11 (phonetic).  
12 Q. And how do you spell her middle name?  
13 A. K-A-Y-E was her name.  
14 Q. Okay. How many times have you been married?  
15 A. Once.  
16 Q. Once.  
17 Has she died?  
18 A. Yes, she passed away.  
19 Q. Approximately when did she die?  
20 A. January 15th, 2009.  
21 Q. Did you and Barbara have any children?  
22 A. Two.  
23 Q. Okay. What are their -- their names?  
24 A. Kayla Minster and Scott Minster.  
25 Q. And has Kayla Minster changed her name?



1 A. Yes. It was Natalie.

2 Q. Okay. Was Natalie?

3 A. She legally changed it.

4 Q. Okay. Is Natalie -- where does Natalie  
5 live?

6 A. With me here in the house.

7 Q. Okay. Approximately how long has she lived  
8 here, approximately?

9 A. I don't know. About four years, five years,  
10 whatever.

11 Q. And Scott, is he married?

12 A. Yes.

13 Q. Does he have any children?

14 A. Two.

15 Q. And where does he live?

16 A. I don't know. I don't remember. It's been  
17 so long since I've been there. He lives about  
18 25 miles from here.

19 Q. Is it Los Angeles County?

20 A. No.

21 Q. Is it Duarte?

22 A. Duarte, that's it.

23 Q. Okay. Okay. Prior to Barbara's death, did  
24 you and your two children get along?

25 A. To a point.

1 Q. Okay. Did you get along with Scott?

2 A. Yes and no.

3 Q. Okay. Did you, initially in 198- -- 1994,  
4 sign a will and trust that also Barbara signed?

5 A. Yes.

6 Q. Okay. Did you give equally your property to  
7 Barbara -- to Natalie and Scott in that will?

8 A. I don't really recall how we -- how we did  
9 it, broke it up, but in '94, when we started it out,  
10 I think we gave most of it to Scott.

11 Q. Okay. I'm gonna show you a document that's  
12 dated April 5th, 2017.

13 Is this your handwriting, your signature?

14 A. Yes.

15 Q. This document is entitled "Certification of  
16 the Barbara and Martin Minster Families Trust."

17 Do you remember this document?

18 A. Vaguely, yeah.

19 Q. In this document, it states that the  
20 original trust and will was -- of August 21st, 1994,  
21 was lost, and we could not find the original.

22 Do you remember that?

23 A. Not offhand.

24 Q. Okay. Also, list document, you see that the  
25 August 21st, 19- -- oh, I'm sorry -- the

1 October 10th, 2002 Barbara and Martin Minster Family  
2 Trust as Amended and Restated was also -- the  
3 original also was not found; is that correct?

4 A. Yes.

5 S. MOMOTIUK: Okay. Are you -- could you  
6 put these on as exhibits?

7 Okay. This would be the -- this would be  
8 the first exhibit.

9 NOTARY PUBLIC: Let me show it to the camera  
10 right there.

11 All right. I just have a -- so you're --  
12 This is Exhibit 1?

13 S. MOMOTIUK: Yes, this is Exhibit 1.

14 NOTARY PUBLIC: Thank you.

15 S. MOMOTIUK: Thank you.

16 Q. This will be Exhibit 2. It's dated  
17 October 10th, 2002.

18 Is this your signature on this?

19 It's on page 38.

20 Do you recognize your signature?

21 A. Yes.

22 Q. And is that Barbara Minster's signature  
23 that's above you?

24 A. Yes.

25 Q. How long were you and Barbara married?

1       A. About how long? We got married about  
2 20-something years -- 24 years or something together.

3       Q. So you're -- so you're familiar with her  
4 signature; is that correct?

5       A. Oh, yeah.

6       Q. Okay. So this is a trust that you and  
7 Barbara both signed; is that correct?

8       A. Right.

9       S. MOMOTIUK: Okay. This would be the  
10 second document.

11       NOTARY PUBLIC: Thank you.

12       S. MOMOTIUK: Okay.

13       Q. In that document, you gave equally the  
14 property to Nina, your daughter, and your son; is  
15 that correct?

16       A. If that's what was in there.

17       I'm not sure I remember what it was. I have  
18 so much going on in my mind, but we -- we worked a  
19 lot of it out.

20       Q. Oh, good. But that's your signature?

21       A. Yeah.

22       Q. And when you signed it, you understood it?

23       A. Oh, yeah.

24       Q. Okay. And Barbara understood it too?

25       A. Yeah, of course.

1 Q. Okay. Now I'm gonna show you what's titled  
2 as Exhibit 3 "The Second Restated Barbara and Martin  
3 Minster Family Trust as Amended and Restated in  
4 2002."

5 Can you show -- on page 37, can you tell me,  
6 is that your signature?

7 A. Yes.

8 Q. And is that --

9 A. Yes.

10 Q. -- Barbara's signature?

11 A. Yes.

12 Q. Is it? Okay.

13 Can you tell me, in this document you gave  
14 everything to Scott; is that correct?

15 A. The first time around, I think it was, yes.

16 Q. And do you know -- and you left and  
17 disinherited your daughter; is that correct?

18 A. Her and Barbara had an argument about  
19 something, and Barbara said she wanted to take Nina  
20 out of it -- Natalie out of it.

21 Q. And so did you agree to it?

22 A. I agreed to what Barbara wanted.

23 Q. Would -- if she did not state that she  
24 wanted Barbara to be disinherited, would you have --  
25 have Barbara in -- receive one half of your estate?

1 A. What do you mean?

2 You mean Natalie receive one half --

3 Q. Yes.

4 A. -- of it?

5 Natalie. I wanted -- Barbara didn't want  
6 her to have anything at first, so I -- I just agreed.

7 Q. Okay. Do you know how long -- what the  
8 argument was about?

9 A. I don't recall what it was about, but they  
10 had an argument, and Barbara wanted to take her out.

11 So I said, "Okay."

12 Q. Okay. Before Barbara died was -- did your  
13 daughter see Barbara?

14 A. Yes.

15 Q. Okay. Okay. After Barbara died, what was  
16 your -- what has been your relationship with your  
17 son, Scott?

18 A. It went down the tubes.

19 Q. Can you be more specific?

20 A. Well, he got to the point where he told me I  
21 can't buy nothing. I can't spend no money. I can't  
22 do nothing that I wanted to do. I can't go anywhere.  
23 I can take my money and just pay my house bills and  
24 that's it, because he didn't want me to take away any  
25 money that would be lost out of the trust that he

1 gets.

2 Q. That he gets?

3 A. That he would get. He didn't want me --  
4 make sure I didn't spend any money because it's all  
5 his, and he doesn't want me to get -- do anything, go  
6 anywhere, do nothing except die so he gets all the  
7 money.

8 Q. Okay. Did he put this down in writing?

9 A. Yeah, he put it in the writing. And I got  
10 mad at him. I was so disgusted with him saying  
11 something like that and telling me.

12 He went on the phone. He didn't want me  
13 spending no money or nothing because that would make  
14 less for him to get when I die.

15 And I said, "I earned it. It's my money.  
16 I'll spend it the way I want."

17 "Well, all of the money's Barbara's money.  
18 You didn't have any money."

19 "I got" -- "I worked as much as Barbara. We  
20 spent our money together. My wife died. It's my  
21 money. You're gonna tell me what I can and can't do  
22 with it?"

23 Then he hung up on me.

24 So I said, "Okay. That's the way he wants  
25 to be, forget it. I don't want to give him

1 anything."

2 Q. Okay. So had you talked to him very often  
3 since Barbara died?

4 A. I haven't talked to him in over five years.

5 Q. Well, you've talked to him a couple weeks --  
6 months ago, didn't you?

7 A. Yes. I came here and wanted to -- he came  
8 here and argued about trying to tell me he didn't  
9 want nothing to do with nothing, and everything  
10 was -- he's blaming everything on his cousin, Shawn,  
11 that's arguvation about what he wanted me to do with  
12 the money.

13 I said, "It was your writing. You wrote me  
14 the letter. You wanted all the money and me to worry  
15 about spending anything. Don't blame it on nobody  
16 else," and he left.

17 Q. So you confronted him about this letter?

18 A. Yeah, right.

19 Q. And you told him you were very upset with  
20 him about that?

21 A. Yeah. I said, "You can't tell me what to do  
22 with my money. Now you want to blame Shawn for  
23 everything. Well, you two can argue it together."

24 Q. Okay. And he's very close to Shawn?

25 A. He's very close to Shawn. Whatever Shawn



1 says, he does because Shawn has a personal friend of  
2 his that was a lawyer, and Shawn thinks he's a  
3 big-time lawyer because every time he wants -- he had  
4 a question answered that he wants to ask, he goes to  
5 his lawyer and gets some kind of an idea from the  
6 lawyer what it should be.

7 He's got a lawyer that was disbarred for  
8 goofing up in the first place. And then he come back  
9 and tell that to Scott, and Scott would throw it at  
10 me.

11 Q. So have you -- Scott has children, does he  
12 not?

13 A. A boy -- a boy and a girl.

14 Q. Have you -- and the oldest is a boy; is that  
15 correct?

16 A. Right.

17 Q. Have you seen the boy?

18 A. When he was up to about five years old.  
19 I've seen him a few times.

20 Q. And how old is he now?

21 A. I don't know. 10, 11 or something. He's  
22 something like that, 11 or 12. I don't know.

23 I don't -- I'm not allowed to see the kids.  
24 Scott doesn't want me over to the house, doesn't want  
25 me to see the kids. Wants me to have nothing to do

1 with the kids.

2 He even thought -- I get word from other  
3 people that he tells them that I'm dead already. I  
4 died, and he has no grandparents on my side.

5 Q. So who did you hear that from?

6 A. All the people that know Scott and know me.

7 Q. Okay. Okay. Now, is there -- do you still  
8 want Scott to get any --

9 A. No.

10 Q. -- property?

11 A. I don't want him to get nothing. He doesn't  
12 deserve a thing.

13 Q. Now, prior to your marriage to Barbara, did  
14 you have -- have any personal property or any real  
15 property?

16 A. Oh, I had my own cars, my own pickup, my own  
17 job, my own money, and my own jewelry. Whatever I  
18 had, was all mine.

19 Q. Okay. And what about Barbara, did she  
20 have --

21 A. She had -- whatever she had was hers.

22 Q. Was it very much?

23 A. Not really. I mean, she had her -- her  
24 clothes and a watch. Not much. She didn't have  
25 much. She was quite young. She was 24 years old.

1 Didn't have much.

2 She had just come from Chicago to live with  
3 her mother and father here where we met together, and  
4 that was it.

5 Q. Okay. When you both signed wills before her  
6 death, did she state in her will who should get her  
7 personal property, like who should get --

8 A. No.

9 Q. -- her jewelry, who should get --

10 A. There was nothing to be specified about  
11 that. I don't recall anything really specified.

12 Q. Did you put in your will that your personal  
13 property -- whatever you had or whatever she had  
14 together would go to Barbara, or would it go to --

15 A. Well, we didn't negotiate that, give it to  
16 anybody. It was ours.

17 Q. So whatever --

18 A. We just figured if both of us died together,  
19 we would give it to -- give it to somebody. But if  
20 one of us is still alive, it's all ours.

21 Q. Okay. So when Barbara died, did you believe  
22 that everything --

23 A. Everything comes to me. It's mine. All the  
24 money we had together in the bank and whatever it is  
25 is mine.

1 Q. Because everything you accumulated, all your  
2 assets --

3 A. Everything's -- everything's accumulated  
4 together.

5 Q. During your marriage?

6 A. Right.

7 Q. Okay.

8 A. Any jewelry that she had when she had passed  
9 was things that I bought her as gifts. And same with  
10 me. What I got, she bought me as gifts.

11 Q. And articles in the house --

12 A. Yeah.

13 Q. -- those were also bought between the two of  
14 you?

15 A. Between the two of us, yeah. We spent it  
16 together.

17 Put it this way. When I worked, three of my  
18 checks out of every month I gave to Barbara.  
19 Whatever it was went straight to her. I kept one  
20 check a month for me, my eating out, my gas in -- gas  
21 in both the cars and all that.

22 And three of my checks, she -- went with  
23 Barbara with her checks into one account. She paid  
24 the bills with it for everything that was spent on  
25 this house between the both of us, our money

1 together.

2 Q. Okay. And did either one of you intend that  
3 Scott would get the personal property, other than  
4 like if you died, Barbara -- Barbara died?

5 Do you understand my question?

6 A. Yeah. I don't -- I don't recall which way  
7 we did that, whether we divided it or what we did.

8 But at first, it was no big hassle between  
9 the kids and me. And then when Barbara passed  
10 away -- when Barbara -- when Scott comes up and  
11 says -- sends me a notation that I can't buy nothing.  
12 I can't spend any money except on the house. I can't  
13 buy nothing or spend any money, anything, or go  
14 anywhere without getting his permission first.

15 And I didn't agree I had to have his  
16 permission to spend my money.

17 Q. Okay. Okay. So since Barbara's death, have  
18 you changed your will and anything -- any provision  
19 you can as opposed to your trust?

20 A. Yeah. I want to make sure Scott don't get  
21 nothing.

22 Q. Okay. So -- I'm sorry.

23 Exhibit -- I believe 4 or 5?

24 PUBLIC NOTARY: I believe we're on 4. Yeah,  
25 4 this time.

1 S. MOMOTIUK: 4.

2 Q. This is called the First Amendment to  
3 Survivors Trust of the Second Restated Barbara and  
4 Martin Minster Family Trust as Amended and Restated  
5 in 2002 and the First Amendment to the Second  
6 Restated Barbara and Martin Minster Family Trust as  
7 Amended and state -- and Restated.

8 On page -- let's see -- 8, is this your  
9 signature?

10 A. Yes.

11 Q. And in this -- in this document, did you  
12 disinherit or take out of your will and trust Scott?

13 A. Yes.

14 Q. And who did you nominate as a beneficiary?

15 A. I think -- after taking Scott out, I think I  
16 donated the -- or made it go to my -- my sister, I  
17 think.

18 Q. Or was it Natalie?

19 A. Oh, Natalie, yeah, Natalie. Natalie first  
20 and then after, if not Natalie, it would go to my --  
21 my sister who lives in Colorado. And after that, it  
22 would probably go to a charity organization or  
23 something.

24 Q. Okay. Now, what was your relation --

25 PUBLIC NOTARY: I'm so sorry. I -- I didn't

1 understand that last section.

2 M. MINSTER: Well, it goes to my -- after  
3 everybody, it goes to my sister and all who -- my  
4 daughter first, then to my sister. If my daughter  
5 dies, my sister.

6 My sister's dead, then who would get it? It  
7 would go to charity.

8 S. MOMOTIUK:

9 Q. And --

10 A. Or I'd give it all to my lawyer.

11 Q. That's what you did. Okay.

12 What's the name of your sister?

13 A. My sister's Francis.

14 Q. Griffith?

15 A. Griffith.

16 Q. Okay.

17 And who is Gail Davis?

18 A. That's Barbara's cousin.

19 Q. Okay. So you named her --

20 A. Did I name her in it?

21 Q. -- as -- as an alternate?

22 A. I named her in there somewhere?

23 I think I named -- I think Barbara wanted to  
24 put her. I don't know. I guess I put her in there  
25 too.

1 Q. And you also put me in as a fourth person,  
2 is that --

3 A. I put you in.

4 Q. If everybody else dies, you put me in.  
5 Okay.

6 A. Well, I certainly don't want the State to  
7 get it.

8 Q. That's a good thought. Okay.

9 Now -- now, you want -- didn't want Scott as  
10 the beneficiary, so you didn't want him to get  
11 anything --

12 A. No.

13 Q. -- is that correct?

14 A. I think -- I think I let him have \$10. I  
15 was splurging on him. I don't know, a dollar or  
16 something.

17 Q. A minimal amount of money; is that correct?

18 A. Yeah.

19 Q. And who did you want as trustee of the  
20 trust?

21 Would that be your daughter?

22 A. My daughter, yeah.

23 Q. And who would be the executor of your trust?

24 Again --

25 A. I guess my daughter.



1 Q. Okay. And you did not -- or did you want  
2 Scott as the executor of the trust?

3 A. No. I don't want him on nothing on my  
4 trust.

5 Q. Okay. What about, do you want him as a  
6 trustee of your trust?

7 A. Nothing. I don't want him even mentioned.

8 Q. Okay. Now, you -- now, previously Shawn was  
9 mentioned in -- in the trust that was signed?

10 A. Well, Shawn is in cahoots with my -- my son,  
11 so he's out too.

12 Q. So you don't want him to receive anything?

13 A. Not a dime.

14 He's working against me by -- by giving  
15 Scott all this funny information and stuff trying to  
16 sue me.

17 Q. Okay. What is Shawn's full name?

18 A. Shawn -- Shawn Kos- -- (undecipherable)

19 What is his name? I think he -- I think he  
20 changed it from what he was married to, who his wife  
21 was. I think he named it Kaye also -- I think he's  
22 already Kaye, too, because he was married to -- he's  
23 the -- he's the son of Barbara's sister. So he has  
24 the name Kaye.

25 Q. Okay. So it would be Shawn Kaye?

1           A. Kaye, Shawn Kaye.  
2           S. MOMOTIUK: Okay.  
3           NOTARY PUBLIC: I need to pause for one  
4 second. I'm gonna keep the tape rolling. So don't  
5 say anything. There's an audio sound I'm hearing,  
6 and I just want to make sure I can get it.  
7           S. MOMOTIUK: Well, can we take a  
8 couple-minute break, or don't --  
9           S. MOMOTIUK: Let me see if I can --  
10 (undecipherable)  
11           S. MOMOTIUK: Okay.  
12           PUBLIC NOTARY: Let's see here.  
13 (Undecipherable) Thank you.  
14           S. MOMOTIUK: Okay.  
15           M. MINSTER: Who do you hear?  
16           S. MOMOTIUK: --  
17           Q. Who --  
18           A. -- oh, the air?  
19           NOTARY PUBLIC: I think -- actually, you  
20 know what, let me -- let me stop the tape for a  
21 second.  
22           S. MOMOTIUK: Okay. Well, can we take a  
23 couple minutes?  
24           PUBLIC NOTARY: Yeah -- (undecipherable)  
25           M. MINSTER: I don't think the air's on.

1 NOTARY PUBLIC: And we're going off the  
2 record at --

3 M. MINSTER: Oh, it just came on.

4 NOTARY PUBLIC: -- 4:55 p.m.

5 S. MOMOTIUK:

6 Q. Are you okay?

7 A. The air just came on.

8 Q. Okay. It will be just a minute.

9 (Begin 35383Minster2.mpg; 00:00:00 - 00:1:58)

10 NOTARY PUBLIC: And -- and we are back on  
11 the record at 4:59 p.m.

12 S. MOMOTIUK: Okay.

13 NOTARY PUBLIC: Oh, you're gonna need your  
14 mic.

15 S. MOMOTIUK: Oh. Thank you.

16 NOTARY PUBLIC: Thank you.

17 S. MOMOTIUK: Okay.

18 Q. So I just wanted to go over a couple issues  
19 before we close is that, the last five years you  
20 said -- stated that you have not had very much --  
21 many communications with Scott; is that correct?

22 A. I had none except that one time he came here  
23 a month or so ago -- a month and a half ago trying to  
24 get me to set things over again, and it didn't work.

25 Q. I didn't understand. Say --

1           A. He came over here about -- I don't know,  
2           what, four or five weeks ago. He wanted to see me,  
3           and he was trying to explain to me that Shawn was  
4           doing all this on his own, and he's trying to  
5           double-talk me, and I wouldn't go for it.

6           Q. Well, double-talk you to what?

7           A. Making me think that Shawn did it all by  
8           himself, all this stuff -- stuff. Scott still wants  
9           me doing the calling and stuff, so he used it up  
10          because he's trying to make Shawn be a -- he's trying  
11          to make out like Shawn didn't understand nothing  
12          that's going on, and Scott was doing all this  
13          himself, when I know Shawn's the one directing Scott.

14          Q. Okay. And -- okay.

15                 Can I have one minute?

16          NOTARY PUBLIC: Do you want me to turn it  
17          off?

18          S. MOMOTIUK: Yeah, turn it off a second.

19          NOTARY PUBLIC: Okay.

20                 And we're going off record at 5:01 p.m.

21                 Don't say anything yet, please. I got to  
22          shut things off.

23                 (Begin 35383Minster3.mpg; 00:00:00 - 00:06:36)

24          NOTARY PUBLIC: One second. Don't say

25          anything. And we are back on the record at 5:02 p.m.

1 S. MOMOTIUK:

2 Q. And so it's my understanding that Scott has  
3 been talking to you about not spending any of his --  
4 what he thinks is his money; is that correct?

5 A. Right.

6 Q. Okay. Okay.

7 A. No. He said it once, he said it again. He  
8 doesn't want me going anywhere, doing anything,  
9 spending any money except for the house and food.  
10 I'm not allowed to go anywhere.

11 Like I bought a car. He said I was wrong, I  
12 wasn't allowed to buy that car because he didn't give  
13 me permission.

14 Q. And when did you buy the car?

15 A. In 2007.

16 He's telling me I shouldn't have done that  
17 either because I didn't give -- he didn't give me  
18 permission.

19 And I told him I don't need permission from  
20 him to spend my money.

21 Q. What has your daughter done for you, if  
22 anything, since the past five years?

23 A. My daughter's been taking care of me, making  
24 sure that I have food. And I can't get around much  
25 myself anymore.

1 Q. Uh-huh.

2 A. And I would -- just whatever those numbers  
3 are that I wound up with, and I'm -- I'm bedridden.

4 Q. So she takes care of the house?

5 A. She takes care of the house, takes care of  
6 my bills and brings in the food and feeds me. Not  
7 literally feeds me, but she supplies me food.

8 Q. Okay. And you have authorized her to pay  
9 your bills from your account?

10 A. Right. Right. She's authorized to pay my  
11 bills and whatever is necessary.

12 Q. So that's been the past several years?

13 A. Right.

14 Q. Okay. Did you buy that car you were talking  
15 about prior to Barbara's death?

16 A. No. It was bought in 2007. I bought it.

17 Q. And when did Barbara die?

18 A. 2009.

19 Q. So you're saying that you bought the car two  
20 years before Barbara died, so --

21 A. No. (Undecipherable) 2007, I got payment on  
22 my pickup truck. No, the -- the car was bought in --  
23 just before -- just a month -- Barbara was alive.  
24 She drove it a few times before she got too sick to  
25 drive it.

1 Q. Uh-huh.

2 A. She was alive in 2009 --

3 Q. Right.

4 A. -- the first part of it.

5 Q. So you said you bought the car -- a car in  
6 2007?

7 A. '-7.

8 Q. And he said you couldn't buy it?

9 A. Right. He said I wasn't supposed to spend  
10 no money on nothing.

11 The car's a 2000 -- the car's a 2009 --  
12 because we bought it while Barbara was still alive.  
13 She got sick and couldn't -- and was bedridden  
14 about -- within a month and a half or two months  
15 after we bought the car. That would have been 2007.

16 Q. Okay. Then did he feel that he had the  
17 right to tell you not to spend --

18 A. Right. He had the right -- he thinks he had  
19 the right to tell me about what I could and couldn't  
20 do with my money.

21 Q. Before Barbara died?

22 A. Well, he got on me real bad about it  
23 afterwards because he decided that all the money I  
24 was spending was what Barbara wanted him to have. He  
25 told me that. After she was dead, he told me that.

1 "All the money was supposed to be mine, and  
2 you weren't supposed to spend any of it."

3 I laughed at him. How could it all be  
4 his -- my money and Barbara's always with the other?

5 Q. Okay. Is there any other statement you  
6 wanted to make or about your relationship with Scott  
7 or why you don't want him to receive --

8 A. No. He thinks he want -- he think he wants  
9 everything I was supposed to have was supposed to be  
10 his, and I don't believe that. I worked for it.  
11 Barbara worked for it. And she's gone. It's mine.

12 Q. Okay. Can you tell me, do you have any  
13 other children other than Scott and your daughter?

14 A. No.

15 Q. Did you -- not with Barbara.

16 Did you have a son, Duncan?

17 A. Yeah. I had a son before Barbara.

18 Q. And was his name -- is his name Michael  
19 Duncan?

20 A. Right.

21 Q. Was that a "yes"?

22 A. That's a "yes."

23 Q. And have you any relationship with him?

24 A. I used to have before he left town, but he's  
25 been gone the past couple years, and he hasn't



1 contacted me again.

2 Q. Okay. Did you see him very often?

3 A. I went by where he had his business in  
4 Burbank.

5 Q. Okay. And you had -- you may have had other  
6 children other than Michael Duncan?

7 A. Well, many, many years ago, like 50 years  
8 ago, I had a -- I had a son, but he lives in  
9 Washington, D.C., or Washington State. I forget  
10 where he was.

11 I haven't contacted him in years. He hasn't  
12 contacted me in years. He's -- he's retired. He's a  
13 millionaire, and he's retired. So he doesn't bother  
14 with me, and I don't bother him.

15 Q. And have you left them out of the will?

16 You didn't -- you don't want them to receive  
17 anything?

18 A. No, no, don't receive anything. They got  
19 their own.

20 S. MOMOTIUK: Okay. Okay. I have no  
21 further questions.

22 M. MINSTER: I have no further answers.

23 S. MOMOTIUK: Okay. Well --

24 NOTARY PUBLIC: Do you want to add to your  
25 presence?

1 R. GUSTAVSON: Robert Gustavson;  
2 R-O-B-E-R-T, G-U-S-T-A-V-S-O-N. I am the office  
3 manager for the Law Office of Sandra Momotiuk.  
4 NOTARY PUBLIC: Thank you.  
5 He's been also present from the beginning of  
6 the tape. Thank you.  
7 We're off the record at 5:08 p.m. This  
8 concludes the testimony of --  
9 S. MOMOTIUK: Okay.  
10 NOTARY PUBLIC: Hang on.  
11 S. MOMOTIUK: What have you got? You got --  
12 NOTARY PUBLIC: We're still recording.  
13 Just -- so let me just get off -- off record.  
14 And this will conclude the testimony of  
15 Martin Minster on August 2nd, 2019. And tape ends.  
16 S. MOMOTIUK: Okay. Can we just --  
17 NOTARY PUBLIC: Hang on. Hang on. Let  
18 me -- let me stop the tape first.  
19 (Begin 35383Minster4.mpg; 00:00:00 - 00:00:19)  
20 NOTARY PUBLIC: And -- and we are back on  
21 the record for the presence of introducing an  
22 exhibit. It is Exhibit Number 5. And we're  
23 introducing that at 5:09 p.m., the Last Will and  
24 Testament, Exhibit 5.  
25 Going off record. Thank you. And --

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STATE OF CALIFORNIA )  
 ) ss.  
COUNTY OF ORANGE )

I hereby certify that the foregoing transcript is a true record of the audiotaped recording, other than where undecipherable and inaudible, as reported by me to the best of my ability, a duly licensed Certified Shorthand Reporter in the State of California.

I further certify that I am not interested in the outcome of the said action, nor connected with, nor related to any of the parties in said action, nor to their respective counsel.

IN WITNESS WHEREOF, I have hereunto set my hand this 23rd day of December, 2024.

KAYLEIGH NEWTON, CSR NO. 13487  
STATE OF CALIFORNIA

EXHIBIT 126

EXHIBIT 127

EXHIBIT 128

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Attorney for Petitioner SCOTT MINSTER,

**SUPERIOR COURT OF THE STATE OF CALIFORNIA  
COUNTY OF LOS ANGELES, CENTRAL DISTRICT**

In re the Matter of:

THE SECOND RESTATED BARBARA  
AND MARTIN MINSTER FAMILY  
TRUST, AS AMENDED AND RESTATED  
IN 2002,

SCOTT IVAN MINSTER, Beneficiary of the  
Second Restated Barbara and Martin Minster  
Family Trust, as amended and restated in 2002

Petitioner,

vs,

NINA KAYELLYNN MINSTER aka NATALIE  
LYNN MINSTER, individually and as Successor  
Trustee of the Second Restated Barbara and  
Martin Minster Family Trust, as amended and  
restated in 2002; and DOES 1-20, inclusive

Respondents.

Case No. 20STPB07107

**SPECIALLY PREPARED  
INTERROGATORIES PROPOUNDED  
UPON RESPONDENT NINA KAYELLYNN  
MINSTER BY PETITIONER SCOTT  
MINSTER**

**SET NO. ONE (1)**

**PROPOUNDING PARTY :** Petitioner, Scott Ivan Minster

**RESPONDING PARTY :** Respondent, NINA KAYELLYNN MINSTER, SUCCESSOR  
TRUSTEE OF THE SECOND RESTATED BARBARA  
AND MARTIN MINSTER FAMILY TRUST, AS  
AMENDED AND RESTATED IN 2002

**SET NUMBER :** ONE (1)



1 Petitioner, Scott Ivan Minster, requests that RESPONDENT NINA KAYELYN  
2 MINSTER, SUCCESSOR TRUSTEE OF THE SECOND RESTATED BARBARA AND  
3 MARTIN MINSTER FAMILY TRUST, AS AMENDED AND RESTATED IN 2002 answer  
4 fully the following set of Special Interrogatories, in writing and under oath, pursuant to California  
5 Code of Civil Procedure § 2030.10, et seq. within thirty (30) days of service of these  
6 interrogatories, plus an additional five (5) days if service was effected by mail, pursuant to Code  
7 of Civil Procedure § 1013.

### 8 INTERROGATORIES

9 1. Please **IDENTIFY** by title, case number, and jurisdiction **EACH** lawsuit **YOU**  
10 have ever been involved in, either as a plaintiff/petitioner or defendant/respondent, during the last  
11 ten (10) years.

12 [For purposes of these interrogatories,

13 • **“IDENTIFY”** means the following:

- 14 (a) When used with respect to a natural person, shall mean to give his or her full name,  
15 home ADDRESS and telephone number, and business ADDRESS and telephone  
16 number.  
17 (b) When used with respect to a PERSON other than a natural person, shall mean to state  
18 its full name, the present and last known ADDRESS of its principal office or place of  
19 doing business, and the type of entity (for example, corporation, partnership, or  
20 unincorporated association).  
21 (c) When used with respect to a DOCUMENT, shall mean to identify the document's  
22 author, signor, sender, addressee, and all recipients; to state the document's title, date,  
23 and number of pages; to describe its subject matter; and to state the document's  
24 present location, the name and ADDRESS of any PERSON currently having custody  
25 or control of it, and any other descriptive information necessary to identify such  
26 DOCUMENT sufficiently in a subpoena duces tecum or a request for production.  
27 (d) When used with respect to a COMMUNICATION other than a DOCUMENT, shall  
28 mean to identify the person making the COMMUNICATION, its recipients, and all  
natural persons who were present at the time the COMMUNICATION was made,  
and to state the date, time, place, and subject matter of the COMMUNICATION.

• **“EACH”** includes “each and every.”

10. Please **IDENTIFY** all **PERSONS** that were involved with the preparation and drafting of any Advance Health Care Directive for Martin Minster.

11. Please describe **YOUR** involvement with the preparation and drafting of any Advance Health Care Directive for Martin Minster.

12. Please **IDENTIFY** all **PERSONS** and/or entities that were involved with the preparation and drafting of any Durable Power of Attorney for Martin Minster.

13. Please describe **YOUR** involvement with the preparation and drafting of any Durable Power of Attorney for Martin Minster.

14. Please state all facts in support of **YOUR** contention that the transfer to **YOU** under the August 5, 2017, First Amendment of "Survivor's Trust" of The Second Restated Barbara and Martin Minster Family Trust, as Amended and Restated in 2002 and First Amendment to The Second Restated Barbara and Martin Family Trust, as Amended and Restated was not the product of fraud, menace, duress, or undue influence.

15. Please **IDENTIFY** all **PERSONS** having any knowledge **CONCERNING** each fact supporting **YOUR** contention that the transfer to **YOU** under the August 5, 2017, First Amendment of "Survivor's Trust" of The Second Restated Barbara and Martin Minster Family Trust, as Amended and Restated in 2002 and First Amendment to The Second Restated Barbara and Martin Family Trust, as Amended and Restated was not the product of fraud, menace, duress, or undue influence.

[For these interrogatories,

• **"CONCERNING"** shall mean referring to, alluding to, responding to, relating to, connected with, commenting on, in respect of, about, regarding, discussing, showing, evidencing, describing, mentioning, reflecting, analyzing, and constituting. A document may concern a certain person or subject without that person being the sole or even significant topic of that document.]

16. Please identify all **DOCUMENTS CONCERNING YOUR** contention that the transfer to **YOU** under the August 5, 2017, First Amendment of "Survivor's Trust" of The Second Restated Barbara and Martin Minster Family Trust, as Amended and Restated in 2002 and First Amendment to The Second Restated Barbara and Martin Family Trust, as Amended and Restated was not the product of fraud, menace, duress, or undue influence.

[For purposes of these interrogatories,

1       ● **“DOCUMENT”** shall mean a writing, as defined by Evidence Code section 250, and  
2 includes the original or a copy of handwriting, typewriting, printing, photostating,  
3 photographing, electronic recording, and every other means of recording upon any tangible  
4 thing and form of communicating or representation, including letters, words, pictures,  
5 sounds, or symbols, or combinations of them.]

6       17. Please state when **YOU** moved into the real property commonly known as 7831  
7 Laurelgrove Avenue, North Hollywood, CA 91605.

8       18. Please state if **YOU** agreed to pay Martin Minster rent to live at the real property  
9 commonly known as 7831 Laurelgrove Avenue, North Hollywood, CA 91605.

10       19. If **YOUR** response to the preceding interrogatory is in the affirmative, please state  
11 the amount of money that **YOU** agreed to pay Martin Minster for rent to live at the real property  
12 commonly known as 7831 Laurelgrove Avenue, North Hollywood, CA 91605.

13       20. Please state if **YOU** ever agreed to help Martin Minster manage his finances.

14       21. If **YOUR** response to the preceding interrogatory is in the affirmative, please state  
15 when **YOU** began to help Martin Minster manage his finances?

16       22. If **YOUR** response to interrogatory No. 20 above is in the affirmative, please  
17 **IDENTIFY** the assets belonging to The Second Restated Barbara and Martin Minster Family  
18 Trust, as Amended and Restated in 2002, that **YOU** helped to manage from January 1, 2015  
19 through the date of Martin Minster’s death.

20       23. Please **IDENTIFY** all assets owned by The Second Restated Barbara and Martin  
21 Minster Family Trust, as Amended and Restated in 2002, as of the date of Martin Minster’s death.

22       24. Please **IDENTIFY** those assets belonging to Martin Minster that **YOU** helped to  
23 manage (if any), from January 1, 2015 through the date of Martin Minster’s death.

24       25. Please **IDENTIFY** all assets owned by Martin Minster as of the date of his death.

25       26. Please **IDENTIFY** any monies or other property that **YOU** have received as a  
26 result of the death of Martin Minster, including but not limited to pay-on-death-accounts, life  
27 insurance, or similar transfers.

28       27. Please **IDENTIFY** all expenses that **YOU** incurred for which Martin Minster  
reimbursed **YOU**.

      28. Please describe what tasks (if any), that **YOU** performed to assist Martin Minster  
with his daily needs from when **YOU** moved in with Martin Minster through August 5, 2017.

1           29. Please **IDENTIFY** all other **PERSONS** who assisted Martin Minster with his daily  
2 needs from when YOU moved in with Martin Minster through August 5, 2017.

3           30. For each **PERSON** who was also assisting Martin Minster with his daily needs  
4 from when YOU moved in with Martin Minster, through August 5, 2017, please describe the tasks  
5 that such **PERSON** was performing.

6           31. Please state who is currently in possession of the original, signed Barbara and  
7 Martin Minster Family Trust, dated August 21, 1994?

8           32. Please state who is currently in possession of the original, signed Barbara and  
9 Martin Mister Family Trust, amended and restated on October 10, 2002?

10           33. Please state who is currently in possession of the original, signed Second Restated  
11 Barbara and Martin Mister Family Trust, as Amended and Restated in 2002, dated November 16,  
12 2007.

13           34. Please state who is currently in possession of the original, signed First Amendment  
14 of "Survivor's Trust" of The Second Restated Barbara and Martin Minster Family Trust, as  
15 Amended and Restated in 2002 and First Amendment to The Second Restated Barbara and Martin  
16 Family Trust, as Amended and Restated, signed August 5, 2017.

17           35. Please **IDENTIFY** all of Martin Minster's medical providers during the period  
18 beginning January 1, 2015 through the date of his death.

19           36. Please **IDENTIFY** all of Martin Minster's paid in-home caregivers, including but  
20 not limited to any company that they worked for, during the period beginning January 1, 2015  
21 through the date of his death.

22           37. For each of the **PERSONS** or entity identified in the preceding interrogatory,  
23 please state when they rendered their services for and to Martin Minster.

24           38. Please **IDENTIFY** all **PERSONS** with whom Martin Minster would regularly  
25 converse in or about August 2007.

26           39. Please **IDENTIFY** all **PERSONS** with whom Martin Minster would regularly  
27 converse in or about August 2017.

28           40. Please **IDENTIFY** all **PERSONS** with whom Martin Minster discussed the  
testamentary terms of his trust during the period beginning January 1, 2015, through the date of  
his death.

41. Please state when Martin Minster was diagnosed with Cancer?


42. Please state when was Martin Minster was diagnosed with COPD?

- 1           43. Please **IDENTIFY** the medications that **YOU** regularly gave to Martin Minster  
2 while he was alive
- 3           44. Please state when **YOU** began to notice any decline in Martin Minster's mental  
4 capacity?
- 5           45. Please describe how **YOU** handled Martin Minster's mail in or around May 2018.
- 6           46. Please describe how **YOU** handles Martin Minster's mail in or around March 2019.
- 7           47. Please state if **YOU** ever had a hostile relationship with Martin Minster
- 8           48. If **YOUR** response to the preceding interrogatory is in the affirmative, please state  
9 the period of time of such hostile relationship.
- 10           49. If **YOUR** response to the preceding interrogatory is in the affirmative, please state  
11 if YOU and Martin Minster ever reconciled.
- 12           50. If YOUR response to the preceding interrogatory is in the affirmative, please state  
13 when YOUR relationship with Martin Minster reconciled.

Respectfully submitted,

**LAW OFFICES OF ALFRED ANYIA**

01-12-2022  
Dated: ~~December 22, 2021~~  
an

  
\_\_\_\_\_  
Alfred O. Anyia  
Attorneys for Petitioner, SCOTT IVAN MINSTER,  
Beneficiary of the Second Restated Barbara and Martin  
Minster Family Trust, as amended and restated in 2002

**DECLARATION OF ALFRED ANYIA  
FOR ADDITIONAL DISCOVERY**

I, ALFRED ANYIA, do hereby declare as follows:

1. I am an attorney at law duly admitted to practice before all the courts of the State of California. My firm Law Offices of Alfred Anyia is the attorney of record for Scott Minster, the Petitioner in the Trust Contest pending in this action and the propounding party for the subject written discovery. I have personal knowledge of the facts set forth below, and if I am called upon to testify thereto, I could and would do so competently.

2. I am propounding to the Respondent Nina Kayelynn Minster, the attached set of Specially Prepared Interrogatories, Set No. One (1).

3. This set of Specially Prepared Interrogatories will cause the total number of Specially Prepared Interrogatories propounded to the party to whom they are directed to exceed the number of Specially Prepared Interrogatories permitted by paragraph (1) of subdivision (a) of Section 2030.030 of the Code of Civil Procedure.

4. I have previously propounded no other Specially Prepared Interrogatories upon this party.

5. This set of Specially Prepared Interrogatories contains a total of 50 interrogatories — only 15 more interrogatories than provided under the statute.

6. I am familiar with the issues in this action. This is the first discovery by the propounding party in this action.

7. I have personally examined each of the requests in this set of Specially Prepared Interrogatories.

8. This number of requests is warranted under subdivision (a) of Section 2030.040 of the Code of Civil Procedure because:

(a) the quantity of the existing and potential issues in this particular case involving detailed trust documents and events spanning over 8 years is extensive and the issues themselves are complex;

(b) this matter requires more discovery than normally would be the case to supply essential details and evidence supporting the parties' respective allegations;

(c) the financial burden on the parties entailed by conducting this discovery by oral depositions is great;


///

1 (d) this discovery can largely be most cost-effectively conducted by written  
2 discovery like the herein Specially Prepared Interrogatories, which are specifically designed to  
3 pare down the disputed issues and to avoid unnecessary litigation of various issues by  
4 removing a large volume of foundational facts from controversy; and

5 (e) this is the most expedient method for the responding party to have an  
6 opportunity to conduct an inquiry, investigation, or search files or records to supply the  
7 information sought.

8 9. None of the questions in this set of Specially Prepared Interrogatories is being  
9 propounded for any improper purpose, such as to harass the party, or the attorney for the party,  
10 to whom it is directed, or to cause unnecessary delay or a needless increase in the cost of  
11 litigation.

12 I declare under penalty of perjury under the laws of the State of California that the  
13 foregoing is true and correct. Executed at Los Angeles, California on <sup>01-12-2022</sup> ~~December 22, 2021~~.

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15 Alfred Anyia

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**PROOF OF SERVICE**

**STATE OF CALIFORNIA, COUNTY OF LOS ANGELES**

The undersigned declares as follows:

I am employed in the County of Los Angeles, State of California. I am over the age of 18 and not a party to the within action. My business address is 10545 Burbank Blvd, Suite 126, North Hollywood, CA 91601.

On <sup>01-12-22</sup>~~December 22, 2021~~, I served the foregoing document described as follows:

**SPECIALLY PREPARED INTERROGATORIES PROPOUNDED UPON RESPONDENT NINA KAYELLYNN MINSTER BY PETITIONER SCOTT MINSTER; DECLARATION OF ALFRED ANYIA FOR ADDITIONAL DISCOVERY**

on the following persons:

Alex Borden, Esq., alex@bordenlawoffice.com, BORDEN LAW OFFICE, 1518 Crenshaw Blvd, Torrance, CA 90501

☐ **BY FACSIMILE:** I transmitted the attached document via facsimile, after which the machine used to transmit the document produced a conformation sheet indicating that the transmission successfully transmitted all pages of the document to the telephone number(s) listed next to the persons(s) identified above and on the attached service list, if any.

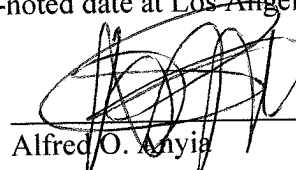
☐ **BY ELECTRONIC TRANSMISSION:** I transmitted the attached document via email to the email address(es) listed next to the person(s) identified above, such that each addressee was sent said document(s) as an attachment to an email, or was emailed a link where the document(s) could be viewed and downloaded.

I accomplished the service listed below as to each person listed above and/or on the attached service list, if any, by placing a true and correct copy of the original in an envelope, sealing it and then addressing it to said person at the afore-mentioned address.

☐ **BY MAIL:** I deposited such envelope(s) in the mail at Los Angeles, California with necessary postage pre-paid thereon.

☐ **BY PERSONAL SERVICE:** I delivered such envelope to the hands, home, or office of the addressee.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that it was executed on the above-noted date at Los Angeles, California.

  
Alfred O. Anyia



1 43. Please **IDENTIFY** the medications that **YOU** regularly gave to Martin Minster  
2 while he was alive

3 44. Please state when **YOU** began to notice any decline in Martin Minster's mental  
4 capacity?

5 45. Please describe how **YOU** handled Martin Minster's mail in or around May 2018.

6 46. Please describe how **YOU** handles Martin Minster's mail in or around March 2019.

7 47. Please state if **YOU** ever had a hostile relationship with Martin Minster

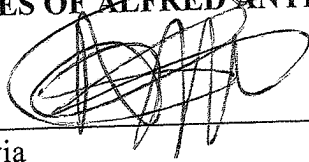
8 48. If **YOUR** response to the preceding interrogatory is in the affirmative, please state  
the period of time of such hostile relationship.

9 49. If **YOUR** response to the preceding interrogatory is in the affirmative, please state  
10 if **YOU** and Martin Minster ever reconciled.

11 50. If **YOUR** response to the preceding interrogatory is in the affirmative, please state  
when **YOUR** relationship with Martin Minster reconciled.

12 Respectfully submitted,

13 **LAW OFFICES OF ALFRED ANYIA**



14  
15 Dated: December 22, 2021

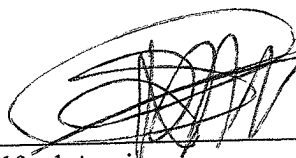
16 Alfred O. Anyia  
Attorneys for Petitioner, SCOTT IVAN MINSTER,  
Beneficiary of the Second Restated Barbara and Martin  
17 Minster Family Trust, as amended and restated in 2002  
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1 (d) this discovery can largely be most cost-effectively conducted by written  
2 discovery like the herein Specially Prepared Interrogatories, which are specifically designed to  
3 pare down the disputed issues and to avoid unnecessary litigation of various issues by  
4 removing a large volume of foundational facts from controversy; and

5 (e) this is the most expedient method for the responding party to have an  
6 opportunity to conduct an inquiry, investigation, or search files or records to supply the  
7 information sought.

8 9. None of the questions in this set of Specially Prepared Interrogatories is being  
9 propounded for any improper purpose, such as to harass the party, or the attorney for the party,  
10 to whom it is directed, or to cause unnecessary delay or a needless increase in the cost of  
11 litigation.

12 I declare under penalty of perjury under the laws of the State of California that the  
13 foregoing is true and correct. Executed at Los Angeles, California on December 22, 2021.

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15 Alfred Anyia

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**PROOF OF SERVICE**

**STATE OF CALIFORNIA, COUNTY OF LOS ANGELES**

The undersigned declares as follows:

I am employed in the County of Los Angeles, State of California. I am over the age of 18 and not a party to the within action. My business address is 10545 Burbank Blvd, Suite 126, North Hollywood, CA 91601.

On December 22, 2021, I served the foregoing document described as follows:

**SPECIALLY PREPARED INTERROGATORIES PROPOUNDED UPON RESPONDENT NINA KAYELYNN MINSTER BY PETITIONER SCOTT MINSTER; DECLARATION OF ALFRED ANYIA FOR ADDITIONAL DISCOVERY**

on the following persons:

Alex Borden, Esq., alex@bordenlawoffice.com, BORDEN LAW OFFICE, 1518 Crenshaw Blvd, Torrance, CA 90501

☐ **BY FACSIMILE:** I transmitted the attached document via facsimile, after which the machine used to transmit the document produced a conformation sheet indicating that the transmission successfully transmitted all pages of the document to the telephone number(s) listed next to the persons(s) identified above and on the attached service list, if any.

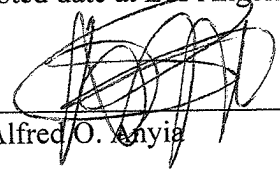
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I accomplished the service listed below as to each person listed above and/or on the attached service list, if any, by placing a true and correct copy of the original in an envelope, sealing it and then addressing it to said person at the afore-mentioned address.

☐ **BY MAIL:** I deposited such envelope(s) in the mail at Los Angeles, California with necessary postage pre-paid thereon.

☐ **BY PERSONAL SERVICE:** I delivered such envelope to the hands, home, or office of the addressee.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that it was executed on the above-noted date at Los Angeles, California.

  
Alfred O. Anyia

1 First Amendment to The Second Restated Barbara and Martin Family Trust, as Amended and  
2 Restated.

3 8. All DOCUMENTS CONCERNING personal calendars and appointment books  
4 referencing meetings and/or telephone conferences which YOU had with Sandra Momotiuk.

5 9. All DOCUMENTS CONCERNING personal notes and memoranda made by YOU  
6 from January 1, 2015 until the present time relating to The Second Restated Barbara and Martin  
7 Minster Family Trust, as Amended and Restated in 2002.

8 10. All DOCUMENTS CONCERNING personal notes and memoranda made by YOU  
9 from January 1, 2015 until the present time, relating to the assets of The Second Restated Barbara  
10 and Martin Minster Family Trust, as Amended and Restated in 2002.

11 11. All DOCUMENTS CONCERNING personal notes and memoranda made by YOU  
12 from January 1, 2015 until the present time, relating to the assets owned by Martin Minster.

13 12. All DOCUMENTS CONCERNING monies or other property that you have received  
14 from any PERSON upon their death, whether by way of trust, will, pay-on-death- account, life  
15 insurance, or similar transfer.

16 13. All DOCUMENTS CONCERNING the Second Restated Barbara and Martin  
17 Minster Family Trust, as Amended and Restated in 2002.

18 14. All DOCUMENTS CONCERNING the Second Restated Barbara and Martin  
19 Minster Family Trust, as Amended and Restated in 2002 and First Amendment to The Second  
20 Restated Barbara and Martin Minster Family Trust, as Amended and Restated.

21 Respectfully submitted,

22 LAW OFFICES OF ALFRED ANYIA

23  
24 Dated: December 22, 2021

  
25 ALFRED O. ANYIA, ESQ.

26 Attorneys for Petitioner, SCOTT IVAN MINSTER,  
27 Beneficiary of the Second Restated Barbara and Martin  
28 Minster Family Trust, as amended and restated in 2002

**PROOF OF SERVICE**

**STATE OF CALIFORNIA, COUNTY OF LOS ANGELES**

The undersigned declares as follows:

I am employed in the County of Los Angeles, State of California. I am over the age of 18 and not a party to the within action. My business address is 10545 Burbank Blvd, Suite 126, North Hollywood, CA 91601.

On 12/ 22/ 2021, I served the foregoing document described as follows:

**SPECIALLY PREPARED INTERROGATORIES PROPOUNDED UPON RESPONDENT NINA KAYELYN MINSTER BY PETITIONER SCOTT MINSTER;**

on the following persons:

Alex Borden, Esq., alex@bordenlawoffice.com, BORDEN LAW OFFICE, 1518 Crenshaw Blvd, Torrance, CA 90501

☐ **BY FACSIMILE:** I transmitted the attached document via facsimile, after which the machine used to transmit the document produced a conformation sheet indicating that the transmission successfully transmitted all pages of the document to the telephone number(s) listed next to the persons(s) identified above and on the attached service list, if any.

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☐ **BY PERSONAL SERVICE:** I delivered such envelope to the hands, home, or office of the addressee.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that it was executed on the above-noted date at Los Angeles, California.

  
\_\_\_\_\_  
Alfred O. Anyia

EXHIBIT 129

**JUN 24 2022**

Sheri R. Carter, Executive Officer/Clerk of Court  
By: M. Terre, Deputy

NINA MINSTER  
7831 LAUREL GROVE AVE  
NORTH HOLLYWOOD CA, 91605  
or  
670 CINDY CT  
CHINO VALLEY AZ 86323  
Phone: 818-212-4346

NINA KAYELYN MINSTER aka NATALIE LYNN MINSTER, IN PRO PER

**SUPERIOR COURT FOR THE STATE OF CALIFORNIA  
FOR THE COUNTY OF LOS ANGELES, CENTRAL DISTRICT**

In re the Matter of:

THE SECOND RESTATED  
BARBARA AND MARTIN MINSTER  
FAMILY TRUST, AS AMENDED  
AND RESTATED IN 2002,

-----  
SCOTT IVAN MINSTER, Beneficiary of  
the Second Restated Barbara and Martin  
Minster Family Trust, as amended and  
restated in 2002

Petitioner,  
Vs.

NINA KAYELYN MINSTER aka  
NATALIE LYNN MINSTER, Individually  
and as Successor Trustee of the Second  
Restated Barbara and  
Martin Minster Family Trust, as amended  
and restated in 2002; and DOES 1-20,  
inclusive

Respondents.

Case Number: 20STPB07107

**RESPONDENT NINA  
KAYELYN MINSTER aka  
NATALIE LYNN MINSTER  
RESPONSES TO PLAINTIFF'S  
SPECIALLY PREPARED  
INTERROGATORIES;  
SET NO. ONE (1)**

**PROPOUNDING PARTY: PETITIONER SCOTT IVAN MINSTER**

**RESPONDING PARTY: RESPONDENT, NINA KAYELYN MINSTER aka  
NATALIE LYNN MINSTER, SUCCESSOR TRUSTEE OF  
THE SECOND RESTATED BARBARA AND MARTIN  
MINSTER FAMILY TRUST, AS AMENDED AND**

RESTATED IN 2002

SET NO: ONE (1)

**RESPONDING PARTY** hereby answers PROPOUNDING PARTY's Special Interrogatories, Set NO ONE (1).

**It should be noted** that these responses are made solely for the purpose of and in relation to this action. The responding party has not fully completed her preparation for trial. All of the answers contained herein are based only upon such information and documents presently available to and specifically known to responding party. It is anticipated that further discovery and further independent investigation may supply additional facts, as well as establish entirely new factual matters, all of which may lead to substantial additions to, changes in, and variations from the contentions and responses herein set forth.

The following supplemental responses by RESPONDENT to PETITIONER's Special Interrogatories are given without prejudice to her rights to produce evidence of any subsequently discovered fact or facts, witnesses or information. Responding party accordingly reserves her right to change any and all answers herein as additional facts are ascertained, analysis is made, legal research is completed, and contentions are formulated. RESPONDENT, NINA MINSTER, therefore responds to PETITIONER, SCOTT MINSTER's Special Interrogatories, Set No. 1 without prejudice to her right to amend and/or supplement these responses as new information is discovered; however, in so saying, said RESPONDENT does not obligate herself to update her responses to any of the Special Interrogatories.

However, for the purpose of making a good faith effort to comply with the spirit of the California Discovery Law, the RESPONDENT has served the within responses.

**RESPONSE TO SPECIAL INTERROGATORY 1:**

April 3, 2013 I got involved with KAFCO PARTNERSHIP a Ca LIMITED partnership Vs Shawn Kaye, Debra Kaye. I was a defendant in CASE No; EC056907 in the county of Los Angeles Ca. Shawn Kaye and Debra Kaye live at 11701 Chandler Blvd #102 North Hollywood Ca 91601.phone number is (818) 266-7712 C (818) 762-4958 H ... I did not show up in court.

Scott Minster CASE NO. 20TPB07107 in the county of Los Angeles. Nina Mister Respondent. Scott Minsters phone # is 818-674- 8025 his address is Elda



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St, Duarte CA

RESPONSE TO SPECIAL INTERROGATORY 2:

Martin Minster

RESPONSE TO SPECIAL INTERROGATORY 3:

While Martin Minster was alive, I did not act as trustee of his trust , I took action upon his death.

RESPONSE TO SPECIAL INTERROGATORY 4:

While Martin Minster was alive, I did not act as a personal representative of his estate , I took action upon his death.

RESPONSE TO SPECIAL INTERROGATORY 5:

While Martin Minster was alive, I did not act as conservator.

RESPONSE TO SPECIAL INTERROGATORY 6:

I don't know as I was not there.

RESPONSE TO SPECIAL INTERROGATORY 7:

I had no involvement.

RESPONSE TO SPECIAL INTERROGATORY 8:

I don't know as I was not there

RESPONSE TO SPECIAL INTERROGATORY 9:

I had no involvement.

RESPONSE TO SPECIAL INTERROGATORY 10:

I don't know as I was not there.

RESPONSE TO SPECIAL INTERROGATORY 11:

I had no involvement.

RESPONSE TO SPECIAL INTERROGATORY 12:

I don't know as I was not there.

RESPONSE TO SPECIAL INTERROGATORY 13:

I had no involvement.

RESPONSE TO SPECIAL INTERROGATORY 14:

Martin Minster did what he wanted to do, just ask the bank manager and all his investment personal at JP Morgan Chase Bank and his trust attorney Sandra J. Momotiuk.

RESPONSE TO SPECIAL INTERROGATORY 15:

1 I would say ask the bank manager and all his investment personal at JP Morgan  
2 Chase Bank and his trust attorney Sandra J. Momotiuk.

3 RESPONSE TO SPECIAL INTERROGATORY 16:

4 How would I have any of this?

5 RESPONSE TO SPECIAL INTERROGATORY 17:

6 June 28, 2014.

7 RESPONSE TO SPECIAL INTERROGATORY 18:

8 I did agree to give my father some rent to live in my childhood home where I was  
9 born and raised. This is my FATHER not a landlord.

10 RESPONSE TO SPECIAL INTERROGATORY 19:

11 I said I'd give him \$400 a month until he said quit, which was approximately a  
12 year later, and then just paid for Chinese food every Friday and tacos every  
13 Tuesday or Thursday or both

14 RESPONSE TO SPECIAL INTERROGATORY 20:

15 I don't understand the question.

16 RESPONSE TO SPECIAL INTERROGATORY 21:

17 I don't understand the question.

18 RESPONSE TO SPECIAL INTERROGATORY 22:

19 I don't understand the question.

20 RESPONSE TO SPECIAL INTERROGATORY 23:

21 I have been informed and believe the house 7831 Laurel Grove Ave, North Hollywood  
22 CA 91605. two lots in Pahrump Nv and two lots in Kern County

23

24 RESPONSE TO SPECIAL INTERROGATORY 24:

25 None.

26 RESPONSE TO SPECIAL INTERROGATORY 25:

27 I don't understand the question.

28 RESPONSE TO SPECIAL INTERROGATORY 26:

29 Personal bank account as beneficiary personal saving account as beneficiary and  
30 personal IRA account as beneficiary but in the last will and testament I received  
31 everything owned by my father including the land and house and all personal  
property.

1 RESPONSE TO SPECIAL INTERROGATORY 27:

2 I don't understand the question.

3 RESPONSE TO SPECIAL INTERROGATORY 28:

4 None.

5 RESPONSE TO SPECIAL INTERROGATORY 29:

6 Martin Minster was self-sufficient and independent.

7 RESPONSE TO SPECIAL INTERROGATORY 30:

8 Martin Minster was self-sufficient and independent.

9 RESPONSE TO SPECIAL INTERROGATORY 31:

10 I don't know.

11 RESPONSE TO SPECIAL INTERROGATORY 32:

12 I don't know.

13 RESPONSE TO SPECIAL INTERROGATORY 33:

14 I don't know

15 RESPONSE TO SPECIAL INTERROGATORY 34:

16 I don't know.

17 RESPONSE TO SPECIAL INTERROGATORY 35:

18 Motion Picture and Hospice in 2019/2020.

19 RESPONSE TO SPECIAL INTERROGATORY 36:

20 No paid in home care givers from Jan 1st 2015 till I started taking care of my  
21 father in April 2019.

22 RESPONSE TO SPECIAL INTERROGATORY 37:

23 I don't understand the question.

24 RESPONSE TO SPECIAL INTERROGATORY 38:

25 How would I know this?

26 RESPONSE TO SPECIAL INTERROGATORY 39:

27 How would I know this?

28 RESPONSE TO SPECIAL INTERROGATORY 40:

29 How would I know this?

30 RESPONSE TO SPECIAL INTERROGATORY 41:

31 He was never diagnosed with cancer to my knowledge.

RESPONSE TO SPECIAL INTERROGATORY 42:

1 I am not sure he was truly diagnosed with COPD, but in 2019 one Dr. said he had  
2 it but we never saw any signs after a few weeks of him being home

3 RESPONSE TO SPECIAL INTERROGATORY 43:

4 From late April 2019 to March 2020, I gave my father Martin Minster in a cup  
5 that he took himself the medications prescribed by his Dr. and hospice Dr.'s as  
6 follows: Blood Pressure meds, meds to Pee, meds for Bowl movement, meds to  
7 stimulate appetite ,meds for vertigo and dizziness. The last 3 days of his life he  
8 was giving by the hospice nurses morphine to help him crossover.

9 RESPONSE TO SPECIAL INTERROGATORY 44:

10 I never noticed a mental decline in Martin Minster he was as sharp as a tack.

11 RESPONSE TO SPECIAL INTERROGATORY 45:

12 I don't understand the question

13 RESPONSE TO SPECIAL INTERROGATORY 46:

14 I don't understand the question

15 RESPONSE TO SPECIAL INTERROGATORY 47:

16 I had a normal father-daughter relationship with my father.

17 RESPONSE TO SPECIAL INTERROGATORY 48:

18 I had a normal father-daughter relationship with my father.

19 RESPONSE TO SPECIAL INTERROGATORY 49:

20 I don't know.

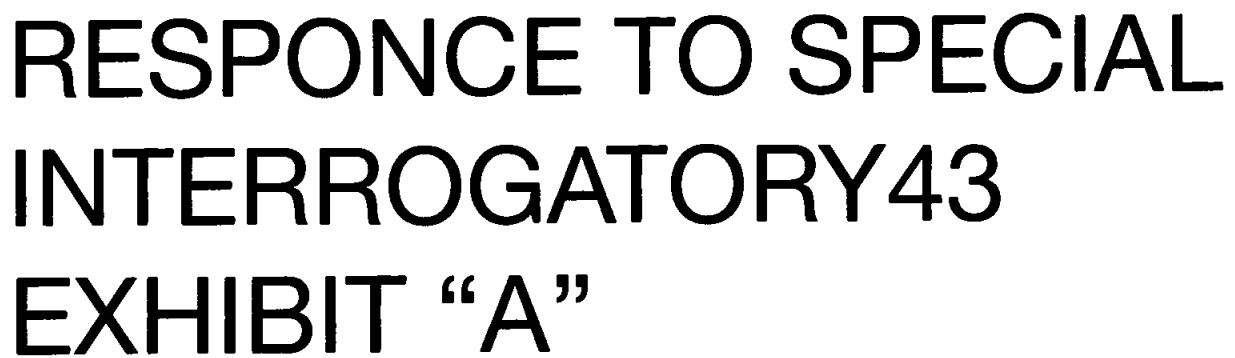
21 RESPONSE TO SPECIAL INTERROGATORY 50:

22 I don't know.

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

25 Dated: 5/14/2022

  
\_\_\_\_\_  
NINA KAYELYNN MINSTER  
aka NATALIE LYNN MINSTER



**Patient Name:**

**Patient MR #:**

Admit to Hospice		<input type="checkbox"/> Admit upon arrival at location of care Discharge Plan: Bereavement care x 1 year									
		Allergies:									
Level of Care		<input type="checkbox"/> Routine Home Care		<input type="checkbox"/> Routine Home Care Nursing Home			<input type="checkbox"/> Respite Care				
		<input type="checkbox"/> General Inpatient Care		<input type="checkbox"/> Continuous Care		Reason:					
Frequency		Hospice: nurse, social worker, chaplain, aide, and volunteer to visit PRN (as often as needed) to provide care within the scope of their practice, under the direction of the hospice plan of care									
		Initial Weekly Staff		Nurse	SW	Chap	HA	Volunteer	Other		
Level of Activity		Frequency: <input type="checkbox"/> As tolerated <input type="checkbox"/> Independent <input type="checkbox"/> OOB with assistance <input type="checkbox"/> Complete bed rest <input type="checkbox"/> Continuous Care Shift Care    hrs/day Nurse / HA									
Diet	<input type="checkbox"/> Regular as tolerated <input type="checkbox"/> NPO <input type="checkbox"/> Fluid Restricted <input type="checkbox"/> Renal <input type="checkbox"/> ADA <input type="checkbox"/> Tube: _____ Other: _____										
Diet Consistency	<input type="checkbox"/> Pt's choice <input type="checkbox"/> Regular <input type="checkbox"/> Thick liquids <input type="checkbox"/> Puree <input type="checkbox"/> Chopped / Mechanical soft										
Resuscitation		CPR is not consistent with the goals of palliative care and is not routinely provided to hospice patients by VITAS staff.									
		<input checked="" type="checkbox"/> Do Not Resuscitate									
Diagnosis		Type: T=Terminal, CR=Co Morbid Related, CU= Co Morbid Unrelated-Pre existing condition and not caused by the terminal diagnosis and not affecting prognosis and currently stable									
Dx#	Diagnosis Description		ICD Code	Type	Dx #	Diagnosis Description		ICD Code	Type		
1			J11.1		6						
2					7						
3					8						
4					9						
5					10						
Medications		#Refill=number of refills. Cover=Coverage: R=Related, RNP= Related Not Palliative, NR=Not Related									
<input type="checkbox"/> See Electronic or Facility Order form		Why=Rationale for Not Covered by Hospice: H=Harmful, C=Contraindicated, NP=Not consistent with palliative plan of care, NE=Only indicated in early stages of this disease but not effective in terminal patient, O=Other									
Drug (including oxygen)		Strength	Dose	Dose Unit	Route	Frequency	Symptom	#Refill	Dx #	Cover	Why
M											
HME							Height:	Weight:			
Respiratory Pkg	<input type="checkbox"/> Concentrator		<input type="checkbox"/> Cylinder		<input type="checkbox"/> O2 Conserving Device		<input checked="" type="checkbox"/> Nebulizer	<input type="checkbox"/> Resp. Suction			
Hospital Bed Pkg	<input checked="" type="checkbox"/> Hospital Bed:		<input type="checkbox"/> Full rails		<input checked="" type="checkbox"/> Half rails		<input type="checkbox"/> OBT	<input type="checkbox"/> Commode		<input type="checkbox"/> Fall Mat	
Ambulatory Pkg	<input type="checkbox"/> Wheelchair		<input type="checkbox"/> Walker		<input type="checkbox"/> Cane						
Other Orders											
Interval of plan of care renewal and care plan update: at least biweekly											

**Attending/Hospice Physician Authorization:** Based on my clinical expertise, I certify that this patient has a terminal diagnosis for which palliative care is considered appropriate and that the patient has a life expectancy of 6 months or less if the illness runs its normal course. I admit this patient to VITAS and approve the plan of care as discussed. I understand the hospice program, the role of the hospice physician, and my role as Attending Physician. *I completed a review of the risks, benefits, and alternatives of this new medication in relationship to all other relevant prescriptions and over-the-counter drugs, herbal remedies and other alternative treatments known to me at this time, that could affect drug therapy including, but not limited to, effectiveness of drug therapy, drug side effects, actual or potential drug interactions, duplicate drug therapy and drug therapy currently associated with laboratory monitoring. Unless otherwise stated, in accordance with the patient's goals of care, the benefits outweigh the risk, and at this point in time there are no significant adverse events, duplicate or ineffective therapy, potential contraindications or medications requiring laboratory monitoring identified.*

**Order Type:** ☐ Verbal ☐ Written ☐ Order read back to the physician

Order of: Print Prescriber name Received by Print Name Signature Date

Prescriber Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**If applicable:** Reviewed with: \_\_\_\_\_ by \_\_\_\_\_  
Print Prescriber name Print Name Signature Date

Prescriber Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
My signature represents my involvement with the admission orders / Physician Authorization

☐ Please see attached additional orders      White: Medical Record    Yellow: Home Chart      Page 1 of 1    Item # 1001-F    05.16.17

For Office Use Only: Benefit period #	Benefit Period Begin Date	Recert Due Date
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Scanned

VITAS

Plan of Care File

VITAS Visit Description Log

Patient Name: Martin Munster

Pt #: 478760842

Date	Employee Name	Discipline	Visit Type	Updates
4/30/19	Stella Moudyan	<input type="checkbox"/> RN <input type="checkbox"/> Chap <input type="checkbox"/> LN <input checked="" type="checkbox"/> Aide <input type="checkbox"/> SW <input type="checkbox"/> Other:	<input type="checkbox"/> Admission Visit <input checked="" type="checkbox"/> Scheduled Visit <input type="checkbox"/> Unscheduled Visit	<input type="checkbox"/> POC <input type="checkbox"/> Physician Orders
5/2/19	Anna Chahkaya	<input checked="" type="checkbox"/> RN <input type="checkbox"/> Chap <input type="checkbox"/> LN <input type="checkbox"/> Aide <input type="checkbox"/> SW <input type="checkbox"/> Other:	<input type="checkbox"/> Admission Visit <input type="checkbox"/> Scheduled Visit <input type="checkbox"/> Unscheduled Visit	<input type="checkbox"/> POC <input type="checkbox"/> Physician Orders
5/3/19	Stella Moudyan	<input type="checkbox"/> RN <input type="checkbox"/> Chap <input type="checkbox"/> LN <input checked="" type="checkbox"/> Aide <input type="checkbox"/> SW <input type="checkbox"/> Other:	<input type="checkbox"/> Admission Visit <input checked="" type="checkbox"/> Scheduled Visit <input type="checkbox"/> Unscheduled Visit	<input type="checkbox"/> POC <input type="checkbox"/> Physician Orders
5/3/19	Mark Probst	<input checked="" type="checkbox"/> RN <input type="checkbox"/> Chap <input type="checkbox"/> LN <input type="checkbox"/> Aide <input type="checkbox"/> SW <input type="checkbox"/> Other:	<input type="checkbox"/> Admission Visit <input type="checkbox"/> Scheduled Visit <input type="checkbox"/> Unscheduled Visit	<input type="checkbox"/> POC <input type="checkbox"/> Physician Orders
5/8/19	Stella Moudyan	<input type="checkbox"/> RN <input type="checkbox"/> Chap <input type="checkbox"/> LN <input checked="" type="checkbox"/> Aide <input type="checkbox"/> SW <input type="checkbox"/> Other:	<input type="checkbox"/> Admission Visit <input checked="" type="checkbox"/> Scheduled Visit <input type="checkbox"/> Unscheduled Visit	<input type="checkbox"/> POC <input type="checkbox"/> Physician Orders
5/10/19	Stella Moudyan	<input type="checkbox"/> RN <input type="checkbox"/> Chap <input type="checkbox"/> LN <input checked="" type="checkbox"/> Aide <input type="checkbox"/> SW <input type="checkbox"/> Other:	<input type="checkbox"/> Admission Visit <input checked="" type="checkbox"/> Scheduled Visit <input type="checkbox"/> Unscheduled Visit	<input type="checkbox"/> POC <input type="checkbox"/> Physician Orders
5/14/19	Stella Moudyan	<input type="checkbox"/> RN <input type="checkbox"/> Chap <input type="checkbox"/> LN <input checked="" type="checkbox"/> Aide <input type="checkbox"/> SW <input type="checkbox"/> Other:	<input type="checkbox"/> Admission Visit <input checked="" type="checkbox"/> Scheduled Visit <input type="checkbox"/> Unscheduled Visit	<input type="checkbox"/> POC <input type="checkbox"/> Physician Orders
5/15/19	Mune Kaurbaer	<input checked="" type="checkbox"/> RN <input type="checkbox"/> Chap <input type="checkbox"/> LN <input type="checkbox"/> Aide <input type="checkbox"/> SW <input type="checkbox"/> Other:	<input type="checkbox"/> Admission Visit <input checked="" type="checkbox"/> Scheduled Visit <input type="checkbox"/> Unscheduled Visit	<input type="checkbox"/> POC <input type="checkbox"/> Physician Orders
5/17/19	Stella Moudyan	<input type="checkbox"/> RN <input type="checkbox"/> Chap <input type="checkbox"/> LN <input checked="" type="checkbox"/> Aide <input type="checkbox"/> SW <input type="checkbox"/> Other:	<input type="checkbox"/> Admission Visit <input checked="" type="checkbox"/> Scheduled Visit <input type="checkbox"/> Unscheduled Visit	<input type="checkbox"/> POC <input type="checkbox"/> Physician Orders
5/24/19	Stella Moudyan	<input type="checkbox"/> RN <input type="checkbox"/> Chap <input type="checkbox"/> LN <input checked="" type="checkbox"/> Aide <input type="checkbox"/> SW <input type="checkbox"/> Other:	<input type="checkbox"/> Admission Visit <input checked="" type="checkbox"/> Scheduled Visit <input type="checkbox"/> Unscheduled Visit	<input type="checkbox"/> POC <input type="checkbox"/> Physician Orders
5/26/19	Deborah Casillo	<input checked="" type="checkbox"/> RN <input type="checkbox"/> Chap <input type="checkbox"/> LN <input type="checkbox"/> Aide <input type="checkbox"/> SW <input type="checkbox"/> Other:	<input type="checkbox"/> Admission Visit <input checked="" type="checkbox"/> Scheduled Visit <input type="checkbox"/> Unscheduled Visit	<input type="checkbox"/> POC <input type="checkbox"/> Physician Orders
5/28/19	Stella Moudyan	<input type="checkbox"/> RN <input type="checkbox"/> Chap <input type="checkbox"/> LN <input checked="" type="checkbox"/> Aide <input type="checkbox"/> SW <input type="checkbox"/> Other:	<input type="checkbox"/> Admission Visit <input checked="" type="checkbox"/> Scheduled Visit <input type="checkbox"/> Unscheduled Visit	<input type="checkbox"/> POC <input type="checkbox"/> Physician Orders
5/28/19	Arany Simasakul	<input checked="" type="checkbox"/> RN <input type="checkbox"/> Chap <input type="checkbox"/> LN <input type="checkbox"/> Aide <input type="checkbox"/> SW <input type="checkbox"/> Other:	<input type="checkbox"/> Admission Visit <input type="checkbox"/> Scheduled Visit <input checked="" type="checkbox"/> Unscheduled Visit	<input type="checkbox"/> POC <input checked="" type="checkbox"/> Physician Orders
5/31/19	Stella Moudyan	<input type="checkbox"/> RN <input type="checkbox"/> Chap <input type="checkbox"/> LN <input checked="" type="checkbox"/> Aide <input type="checkbox"/> SW <input type="checkbox"/> Other:	<input type="checkbox"/> Admission Visit <input checked="" type="checkbox"/> Scheduled Visit <input type="checkbox"/> Unscheduled Visit	<input type="checkbox"/> POC <input type="checkbox"/> Physician Orders
6/1/19	Sandy Samasakul	<input checked="" type="checkbox"/> RN <input type="checkbox"/> Chap <input type="checkbox"/> LN <input type="checkbox"/> Aide <input type="checkbox"/> SW <input type="checkbox"/> Other:	<input type="checkbox"/> Admission Visit <input type="checkbox"/> Scheduled Visit <input checked="" type="checkbox"/> Unscheduled Visit	<input type="checkbox"/> POC <input type="checkbox"/> Physician Orders
6/4/19	Stella Moudyan	<input type="checkbox"/> RN <input type="checkbox"/> Chap <input type="checkbox"/> LN <input checked="" type="checkbox"/> Aide <input type="checkbox"/> SW <input type="checkbox"/> Other:	<input type="checkbox"/> Admission Visit <input checked="" type="checkbox"/> Scheduled Visit <input type="checkbox"/> Unscheduled Visit	<input type="checkbox"/> POC <input type="checkbox"/> Physician Orders
6/6/19	Holly Hollander	<input type="checkbox"/> RN <input type="checkbox"/> Chap <input type="checkbox"/> LN <input type="checkbox"/> Aide <input type="checkbox"/> SW <input type="checkbox"/> Other:	<input type="checkbox"/> Admission Visit <input type="checkbox"/> Scheduled Visit <input type="checkbox"/> Unscheduled Visit	<input type="checkbox"/> POC <input type="checkbox"/> Physician Orders
6/7/19	Brandon G	<input type="checkbox"/> RN <input type="checkbox"/> Chap <input type="checkbox"/> LN <input type="checkbox"/> Aide <input type="checkbox"/> SW <input checked="" type="checkbox"/> Other:	<input type="checkbox"/> Admission Visit <input type="checkbox"/> Scheduled Visit <input checked="" type="checkbox"/> Unscheduled Visit	<input type="checkbox"/> POC <input type="checkbox"/> Physician Orders
6/8/19	Stella Moudyan	<input type="checkbox"/> RN <input type="checkbox"/> Chap <input type="checkbox"/> LN <input checked="" type="checkbox"/> Aide <input type="checkbox"/> SW <input type="checkbox"/> Other:	<input type="checkbox"/> Admission Visit <input checked="" type="checkbox"/> Scheduled Visit <input type="checkbox"/> Unscheduled Visit	<input type="checkbox"/> POC <input type="checkbox"/> Physician Orders
6/14/19	Stella Moudyan	<input type="checkbox"/> RN <input type="checkbox"/> Chap <input type="checkbox"/> LN <input checked="" type="checkbox"/> Aide <input type="checkbox"/> SW <input type="checkbox"/> Other:	<input type="checkbox"/> Admission Visit <input checked="" type="checkbox"/> Scheduled Visit <input type="checkbox"/> Unscheduled Visit	<input type="checkbox"/> POC <input type="checkbox"/> Physician Orders

## VITAS

Plan of Care File

## VITAS Visit Description Log

Patient Name:

Martin Minster

Pt #:

77876842

Date	Employee Name	Discipline	Visit Type	Updates
6/27/19	Bernadette	<input type="checkbox"/> RN <input type="checkbox"/> Chap <input type="checkbox"/> LN <input type="checkbox"/> Aide <input type="checkbox"/> SW <input checked="" type="checkbox"/> Other:	<input type="checkbox"/> Admission Visit <input type="checkbox"/> Scheduled Visit <input checked="" type="checkbox"/> Unscheduled Visit	<input type="checkbox"/> POC <input checked="" type="checkbox"/> Physician Orders RN compliance
6/28/19	Stelle Houdtman	<input type="checkbox"/> RN <input type="checkbox"/> Chap <input type="checkbox"/> LN <input checked="" type="checkbox"/> Aide <input type="checkbox"/> SW <input type="checkbox"/> Other:	<input type="checkbox"/> Admission Visit <input checked="" type="checkbox"/> Scheduled Visit <input type="checkbox"/> Unscheduled Visit	<input type="checkbox"/> POC <input type="checkbox"/> Physician Orders
6/28/19	Holly Hollander	<input type="checkbox"/> RN <input type="checkbox"/> Chap <input type="checkbox"/> LN <input type="checkbox"/> Aide <input type="checkbox"/> SW <input type="checkbox"/> Other:	<input type="checkbox"/> Admission Visit <input type="checkbox"/> Scheduled Visit <input type="checkbox"/> Unscheduled Visit	<input type="checkbox"/> POC <input type="checkbox"/> Physician Orders
6/26/19	Stelle Houdtman	<input type="checkbox"/> RN <input type="checkbox"/> Chap <input type="checkbox"/> LN <input checked="" type="checkbox"/> Aide <input type="checkbox"/> SW <input type="checkbox"/> Other:	<input type="checkbox"/> Admission Visit <input type="checkbox"/> Scheduled Visit <input type="checkbox"/> Unscheduled Visit	<input type="checkbox"/> POC <input type="checkbox"/> Physician Orders
7/3/19	Stelle Houdtman	<input type="checkbox"/> RN <input type="checkbox"/> Chap <input type="checkbox"/> LN <input checked="" type="checkbox"/> Aide <input type="checkbox"/> SW <input type="checkbox"/> Other:	<input type="checkbox"/> Admission Visit <input checked="" type="checkbox"/> Scheduled Visit <input type="checkbox"/> Unscheduled Visit	<input type="checkbox"/> POC <input type="checkbox"/> Physician Orders
7/5/19	Anna Chalky	<input type="checkbox"/> RN <input type="checkbox"/> Chap <input type="checkbox"/> LN <input type="checkbox"/> Aide <input type="checkbox"/> SW <input type="checkbox"/> Other:	<input type="checkbox"/> Admission Visit <input type="checkbox"/> Scheduled Visit <input type="checkbox"/> Unscheduled Visit	<input type="checkbox"/> POC <input type="checkbox"/> Physician Orders
7/12/19	Stelle Houdtman	<input type="checkbox"/> RN <input type="checkbox"/> Chap <input type="checkbox"/> LN <input checked="" type="checkbox"/> Aide <input type="checkbox"/> SW <input type="checkbox"/> Other:	<input type="checkbox"/> Admission Visit <input checked="" type="checkbox"/> Scheduled Visit <input type="checkbox"/> Unscheduled Visit	<input type="checkbox"/> POC <input type="checkbox"/> Physician Orders
7/17/19	Anna Chalky	<input type="checkbox"/> RN <input type="checkbox"/> Chap <input type="checkbox"/> LN <input type="checkbox"/> Aide <input type="checkbox"/> SW <input type="checkbox"/> Other:	<input type="checkbox"/> Admission Visit <input type="checkbox"/> Scheduled Visit <input type="checkbox"/> Unscheduled Visit	<input type="checkbox"/> POC <input type="checkbox"/> Physician Orders
7/19/19	Stelle Houdtman	<input type="checkbox"/> RN <input type="checkbox"/> Chap <input type="checkbox"/> LN <input checked="" type="checkbox"/> Aide <input type="checkbox"/> SW <input type="checkbox"/> Other:	<input type="checkbox"/> Admission Visit <input checked="" type="checkbox"/> Scheduled Visit <input type="checkbox"/> Unscheduled Visit	<input type="checkbox"/> POC <input type="checkbox"/> Physician Orders
7/26/19	Holly Hollander	<input type="checkbox"/> RN <input type="checkbox"/> Chap <input type="checkbox"/> LN <input type="checkbox"/> Aide <input type="checkbox"/> SW <input type="checkbox"/> Other:	<input type="checkbox"/> Admission Visit <input type="checkbox"/> Scheduled Visit <input type="checkbox"/> Unscheduled Visit	<input type="checkbox"/> POC <input type="checkbox"/> Physician Orders
7/26/19	Stelle Houdtman	<input type="checkbox"/> RN <input type="checkbox"/> Chap <input type="checkbox"/> LN <input checked="" type="checkbox"/> Aide <input type="checkbox"/> SW <input type="checkbox"/> Other:	<input type="checkbox"/> Admission Visit <input checked="" type="checkbox"/> Scheduled Visit <input type="checkbox"/> Unscheduled Visit	<input type="checkbox"/> POC <input type="checkbox"/> Physician Orders
7/31/19	Anna Chalky	<input type="checkbox"/> RN <input type="checkbox"/> Chap <input type="checkbox"/> LN <input type="checkbox"/> Aide <input type="checkbox"/> SW <input type="checkbox"/> Other:	<input type="checkbox"/> Admission Visit <input type="checkbox"/> Scheduled Visit <input type="checkbox"/> Unscheduled Visit	<input type="checkbox"/> POC <input type="checkbox"/> Physician Orders
8/2/19	Stelle Houdtman	<input type="checkbox"/> RN <input type="checkbox"/> Chap <input type="checkbox"/> LN <input checked="" type="checkbox"/> Aide <input type="checkbox"/> SW <input type="checkbox"/> Other:	<input type="checkbox"/> Admission Visit <input checked="" type="checkbox"/> Scheduled Visit <input type="checkbox"/> Unscheduled Visit	<input type="checkbox"/> POC <input type="checkbox"/> Physician Orders
8/9/19	Stelle Houdtman	<input type="checkbox"/> RN <input type="checkbox"/> Chap <input type="checkbox"/> LN <input checked="" type="checkbox"/> Aide <input type="checkbox"/> SW <input type="checkbox"/> Other:	<input type="checkbox"/> Admission Visit <input checked="" type="checkbox"/> Scheduled Visit <input type="checkbox"/> Unscheduled Visit	<input type="checkbox"/> POC <input type="checkbox"/> Physician Orders
8/13/19	Anna Chalky	<input type="checkbox"/> RN <input type="checkbox"/> Chap <input type="checkbox"/> LN <input type="checkbox"/> Aide <input type="checkbox"/> SW <input type="checkbox"/> Other:	<input type="checkbox"/> Admission Visit <input type="checkbox"/> Scheduled Visit <input type="checkbox"/> Unscheduled Visit	<input type="checkbox"/> POC <input type="checkbox"/> Physician Orders
8/16/19	Stelle Houdtman	<input type="checkbox"/> RN <input type="checkbox"/> Chap <input type="checkbox"/> LN <input checked="" type="checkbox"/> Aide <input type="checkbox"/> SW <input type="checkbox"/> Other:	<input type="checkbox"/> Admission Visit <input checked="" type="checkbox"/> Scheduled Visit <input type="checkbox"/> Unscheduled Visit	<input type="checkbox"/> POC <input type="checkbox"/> Physician Orders
8/23/19	Stelle Houdtman	<input type="checkbox"/> RN <input type="checkbox"/> Chap <input type="checkbox"/> LN <input checked="" type="checkbox"/> Aide <input type="checkbox"/> SW <input type="checkbox"/> Other:	<input type="checkbox"/> Admission Visit <input checked="" type="checkbox"/> Scheduled Visit <input type="checkbox"/> Unscheduled Visit	<input type="checkbox"/> POC <input type="checkbox"/> Physician Orders
8/27/19	Nune Kuehner	<input checked="" type="checkbox"/> RN <input type="checkbox"/> Chap <input checked="" type="checkbox"/> LN <input type="checkbox"/> Aide <input type="checkbox"/> SW <input type="checkbox"/> Other:	<input type="checkbox"/> Admission Visit <input checked="" type="checkbox"/> Scheduled Visit <input type="checkbox"/> Unscheduled Visit	<input type="checkbox"/> POC <input checked="" type="checkbox"/> Physician Orders
8/30/19	Stelle Houdtman	<input type="checkbox"/> RN <input type="checkbox"/> Chap <input type="checkbox"/> LN <input checked="" type="checkbox"/> Aide <input type="checkbox"/> SW <input type="checkbox"/> Other:	<input type="checkbox"/> Admission Visit <input checked="" type="checkbox"/> Scheduled Visit <input type="checkbox"/> Unscheduled Visit	<input type="checkbox"/> POC <input type="checkbox"/> Physician Orders
9/3/19	Holly Hollander	<input type="checkbox"/> RN <input type="checkbox"/> Chap <input type="checkbox"/> LN <input type="checkbox"/> Aide <input type="checkbox"/> SW <input type="checkbox"/> Other:	<input type="checkbox"/> Admission Visit <input type="checkbox"/> Scheduled Visit <input type="checkbox"/> Unscheduled Visit	<input type="checkbox"/> POC <input type="checkbox"/> Physician Orders



## VITAS

Plan of Care File

## VITAS Visit Description Log

Patient Name: Martin Minster Pt #: 47876842

Date	Employee Name	Discipline	Visit Type	Updates
9/6/19	Stella Handjar	<input type="checkbox"/> RN <input type="checkbox"/> Chap <input type="checkbox"/> LN <input checked="" type="checkbox"/> Aide <input type="checkbox"/> SW <input type="checkbox"/> Other:	<input type="checkbox"/> Admission Visit <input checked="" type="checkbox"/> Scheduled Visit <input type="checkbox"/> Unscheduled Visit	<input type="checkbox"/> POC <input type="checkbox"/> Physician Orders
9/10/19	Anna Chaney	<input checked="" type="checkbox"/> RN <input type="checkbox"/> Chap <input type="checkbox"/> LN <input type="checkbox"/> Aide <input type="checkbox"/> SW <input type="checkbox"/> Other:	<input type="checkbox"/> Admission Visit <input type="checkbox"/> Scheduled Visit <input type="checkbox"/> Unscheduled Visit	<input type="checkbox"/> POC <input type="checkbox"/> Physician Orders
9/11/19	Stella Handjar	<input type="checkbox"/> RN <input type="checkbox"/> Chap <input type="checkbox"/> LN <input checked="" type="checkbox"/> Aide <input type="checkbox"/> SW <input type="checkbox"/> Other:	<input type="checkbox"/> Admission Visit <input checked="" type="checkbox"/> Scheduled Visit <input type="checkbox"/> Unscheduled Visit	<input type="checkbox"/> POC <input type="checkbox"/> Physician Orders
9/20/19	Stella Handjar	<input type="checkbox"/> RN <input type="checkbox"/> Chap <input type="checkbox"/> LN <input checked="" type="checkbox"/> Aide <input type="checkbox"/> SW <input type="checkbox"/> Other:	<input type="checkbox"/> Admission Visit <input checked="" type="checkbox"/> Scheduled Visit <input type="checkbox"/> Unscheduled Visit	<input type="checkbox"/> POC <input type="checkbox"/> Physician Orders
9/24/19	Anna Chaney	<input type="checkbox"/> RN <input type="checkbox"/> Chap <input type="checkbox"/> LN <input type="checkbox"/> Aide <input type="checkbox"/> SW <input type="checkbox"/> Other:	<input type="checkbox"/> Admission Visit <input type="checkbox"/> Scheduled Visit <input type="checkbox"/> Unscheduled Visit	<input type="checkbox"/> POC <input type="checkbox"/> Physician Orders
9/28/19	Stella Handjar	<input type="checkbox"/> RN <input type="checkbox"/> Chap <input type="checkbox"/> LN <input checked="" type="checkbox"/> Aide <input type="checkbox"/> SW <input type="checkbox"/> Other:	<input type="checkbox"/> Admission Visit <input checked="" type="checkbox"/> Scheduled Visit <input type="checkbox"/> Unscheduled Visit	<input type="checkbox"/> POC <input type="checkbox"/> Physician Orders
10/3/19	Barnd G	<input type="checkbox"/> RN <input type="checkbox"/> Chap <input type="checkbox"/> LN <input type="checkbox"/> Aide <input type="checkbox"/> SW <input checked="" type="checkbox"/> Other:	<input type="checkbox"/> Admission Visit <input checked="" type="checkbox"/> Scheduled Visit <input type="checkbox"/> Unscheduled Visit	<input type="checkbox"/> POC <input type="checkbox"/> Physician Orders
10/3/19	Reda Small	<input type="checkbox"/> RN <input type="checkbox"/> Chap <input type="checkbox"/> LN <input type="checkbox"/> Aide <input type="checkbox"/> SW <input type="checkbox"/> Other:	<input type="checkbox"/> Admission Visit <input checked="" type="checkbox"/> Scheduled Visit <input type="checkbox"/> Unscheduled Visit	<input type="checkbox"/> POC <input type="checkbox"/> Physician Orders
10/4/19	Stella Handjar	<input type="checkbox"/> RN <input type="checkbox"/> Chap <input type="checkbox"/> LN <input checked="" type="checkbox"/> Aide <input type="checkbox"/> SW <input type="checkbox"/> Other:	<input type="checkbox"/> Admission Visit <input checked="" type="checkbox"/> Scheduled Visit <input type="checkbox"/> Unscheduled Visit	<input type="checkbox"/> POC <input type="checkbox"/> Physician Orders
10/18/19	Nore Hanyover	<input type="checkbox"/> RN <input type="checkbox"/> Chap <input type="checkbox"/> LN <input type="checkbox"/> Aide <input type="checkbox"/> SW <input type="checkbox"/> Other:	<input type="checkbox"/> Admission Visit <input type="checkbox"/> Scheduled Visit <input checked="" type="checkbox"/> Unscheduled Visit	<input type="checkbox"/> POC <input type="checkbox"/> Physician Orders
10/16/19	Holly Holbrook	<input type="checkbox"/> RN <input type="checkbox"/> Chap <input type="checkbox"/> LN <input type="checkbox"/> Aide <input type="checkbox"/> SW <input type="checkbox"/> Other:	<input type="checkbox"/> Admission Visit <input type="checkbox"/> Scheduled Visit <input type="checkbox"/> Unscheduled Visit	<input type="checkbox"/> POC <input type="checkbox"/> Physician Orders
10/18/19	Stella Handjar	<input type="checkbox"/> RN <input type="checkbox"/> Chap <input type="checkbox"/> LN <input checked="" type="checkbox"/> Aide <input type="checkbox"/> SW <input type="checkbox"/> Other:	<input type="checkbox"/> Admission Visit <input checked="" type="checkbox"/> Scheduled Visit <input type="checkbox"/> Unscheduled Visit	<input type="checkbox"/> POC <input type="checkbox"/> Physician Orders
10/25/19	Eubie Guro	<input type="checkbox"/> RN <input type="checkbox"/> Chap <input type="checkbox"/> LN <input checked="" type="checkbox"/> Aide <input type="checkbox"/> SW <input type="checkbox"/> Other:	<input type="checkbox"/> Admission Visit <input type="checkbox"/> Scheduled Visit <input type="checkbox"/> Unscheduled Visit	<input type="checkbox"/> POC <input type="checkbox"/> Physician Orders
10/30/19	Maria Salinas	<input type="checkbox"/> RN <input type="checkbox"/> Chap <input type="checkbox"/> LN <input type="checkbox"/> Aide <input type="checkbox"/> SW <input type="checkbox"/> Other:	<input type="checkbox"/> Admission Visit <input checked="" type="checkbox"/> Scheduled Visit <input type="checkbox"/> Unscheduled Visit	<input type="checkbox"/> POC <input type="checkbox"/> Physician Orders
11/8/19	Yesica Leed	<input type="checkbox"/> RN <input type="checkbox"/> Chap <input type="checkbox"/> LN <input checked="" type="checkbox"/> Aide <input type="checkbox"/> SW <input type="checkbox"/> Other:	<input type="checkbox"/> Admission Visit <input checked="" type="checkbox"/> Scheduled Visit <input type="checkbox"/> Unscheduled Visit	<input type="checkbox"/> POC <input type="checkbox"/> Physician Orders
11/13/19	Jennifer Swanson	<input type="checkbox"/> RN <input type="checkbox"/> Chap <input type="checkbox"/> LN <input type="checkbox"/> Aide <input type="checkbox"/> SW <input type="checkbox"/> Other:	<input type="checkbox"/> Admission Visit <input checked="" type="checkbox"/> Scheduled Visit <input type="checkbox"/> Unscheduled Visit	<input type="checkbox"/> POC <input type="checkbox"/> Physician Orders
11/15/19	Stella Handjar	<input type="checkbox"/> RN <input type="checkbox"/> Chap <input type="checkbox"/> LN <input checked="" type="checkbox"/> Aide <input type="checkbox"/> SW <input type="checkbox"/> Other:	<input type="checkbox"/> Admission Visit <input checked="" type="checkbox"/> Scheduled Visit <input type="checkbox"/> Unscheduled Visit	<input type="checkbox"/> POC <input type="checkbox"/> Physician Orders
11/20/19	Holly Holbrook	<input type="checkbox"/> RN <input type="checkbox"/> Chap <input type="checkbox"/> LN <input type="checkbox"/> Aide <input type="checkbox"/> SW <input type="checkbox"/> Other:	<input type="checkbox"/> Admission Visit <input type="checkbox"/> Scheduled Visit <input type="checkbox"/> Unscheduled Visit	<input type="checkbox"/> POC <input type="checkbox"/> Physician Orders
11/28/19	Stella Handjar	<input type="checkbox"/> RN <input type="checkbox"/> Chap <input type="checkbox"/> LN <input checked="" type="checkbox"/> Aide <input type="checkbox"/> SW <input type="checkbox"/> Other:	<input type="checkbox"/> Admission Visit <input checked="" type="checkbox"/> Scheduled Visit <input type="checkbox"/> Unscheduled Visit	<input type="checkbox"/> POC <input type="checkbox"/> Physician Orders
11/26/19	Deborah Dixon	<input checked="" type="checkbox"/> RN <input type="checkbox"/> Chap <input type="checkbox"/> LN <input type="checkbox"/> Aide <input type="checkbox"/> SW <input type="checkbox"/> Other:	<input type="checkbox"/> Admission Visit <input checked="" type="checkbox"/> Scheduled Visit <input type="checkbox"/> Unscheduled Visit	<input type="checkbox"/> POC <input type="checkbox"/> Physician Orders

4:30pm to 5:30pm  
Timed from Rtg

# VITAS

Plan of Care File

## VITAS Visit Description Log

Patient Name: Martin Minister

Pt #: \_\_\_\_\_

Date	Employee Name	Discipline	Visit Type	Updates
11/29/19	Stella Houdgean	<input type="checkbox"/> RN <input type="checkbox"/> LN <input type="checkbox"/> SW <input type="checkbox"/> Chap. <input checked="" type="checkbox"/> Aide <input type="checkbox"/> Other:	<input type="checkbox"/> Admission Visit <input checked="" type="checkbox"/> Scheduled Visit <input type="checkbox"/> Unscheduled Visit	<input type="checkbox"/> POC <input type="checkbox"/> Physician Orders
		<input type="checkbox"/> RN <input type="checkbox"/> LN <input type="checkbox"/> SW <input type="checkbox"/> Chap. <input type="checkbox"/> Aide <input type="checkbox"/> Other:	<input type="checkbox"/> Admission Visit <input type="checkbox"/> Scheduled Visit <input type="checkbox"/> Unscheduled Visit	<input type="checkbox"/> POC <input type="checkbox"/> Physician Orders
		<input type="checkbox"/> RN <input type="checkbox"/> LN <input type="checkbox"/> SW <input type="checkbox"/> Chap. <input type="checkbox"/> Aide <input type="checkbox"/> Other:	<input type="checkbox"/> Admission Visit <input type="checkbox"/> Scheduled Visit <input type="checkbox"/> Unscheduled Visit	<input type="checkbox"/> POC <input type="checkbox"/> Physician Orders
		<input type="checkbox"/> RN <input type="checkbox"/> LN <input type="checkbox"/> SW <input type="checkbox"/> Chap. <input type="checkbox"/> Aide <input type="checkbox"/> Other:	<input type="checkbox"/> Admission Visit <input type="checkbox"/> Scheduled Visit <input type="checkbox"/> Unscheduled Visit	<input type="checkbox"/> POC <input type="checkbox"/> Physician Orders
		<input type="checkbox"/> RN <input type="checkbox"/> LN <input type="checkbox"/> SW <input type="checkbox"/> Chap. <input type="checkbox"/> Aide <input type="checkbox"/> Other:	<input type="checkbox"/> Admission Visit <input type="checkbox"/> Scheduled Visit <input type="checkbox"/> Unscheduled Visit	<input type="checkbox"/> POC <input type="checkbox"/> Physician Orders
		<input type="checkbox"/> RN <input type="checkbox"/> LN <input type="checkbox"/> SW <input type="checkbox"/> Chap. <input type="checkbox"/> Aide <input type="checkbox"/> Other:	<input type="checkbox"/> Admission Visit <input type="checkbox"/> Scheduled Visit <input type="checkbox"/> Unscheduled Visit	<input type="checkbox"/> POC <input type="checkbox"/> Physician Orders
		<input type="checkbox"/> RN <input type="checkbox"/> LN <input type="checkbox"/> SW <input type="checkbox"/> Chap. <input type="checkbox"/> Aide <input type="checkbox"/> Other:	<input type="checkbox"/> Admission Visit <input type="checkbox"/> Scheduled Visit <input type="checkbox"/> Unscheduled Visit	<input type="checkbox"/> POC <input type="checkbox"/> Physician Orders
		<input type="checkbox"/> RN <input type="checkbox"/> LN <input type="checkbox"/> SW <input type="checkbox"/> Chap. <input type="checkbox"/> Aide <input type="checkbox"/> Other:	<input type="checkbox"/> Admission Visit <input type="checkbox"/> Scheduled Visit <input type="checkbox"/> Unscheduled Visit	<input type="checkbox"/> POC <input type="checkbox"/> Physician Orders
		<input type="checkbox"/> RN <input type="checkbox"/> LN <input type="checkbox"/> SW <input type="checkbox"/> Chap. <input type="checkbox"/> Aide <input type="checkbox"/> Other:	<input type="checkbox"/> Admission Visit <input type="checkbox"/> Scheduled Visit <input type="checkbox"/> Unscheduled Visit	<input type="checkbox"/> POC <input type="checkbox"/> Physician Orders
		<input type="checkbox"/> RN <input type="checkbox"/> LN <input type="checkbox"/> SW <input type="checkbox"/> Chap. <input type="checkbox"/> Aide <input type="checkbox"/> Other:	<input type="checkbox"/> Admission Visit <input type="checkbox"/> Scheduled Visit <input type="checkbox"/> Unscheduled Visit	<input type="checkbox"/> POC <input type="checkbox"/> Physician Orders
		<input type="checkbox"/> RN <input type="checkbox"/> LN <input type="checkbox"/> SW <input type="checkbox"/> Chap. <input type="checkbox"/> Aide <input type="checkbox"/> Other:	<input type="checkbox"/> Admission Visit <input type="checkbox"/> Scheduled Visit <input type="checkbox"/> Unscheduled Visit	<input type="checkbox"/> POC <input type="checkbox"/> Physician Orders
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		<input type="checkbox"/> RN <input type="checkbox"/> LN <input type="checkbox"/> SW <input type="checkbox"/> Chap. <input type="checkbox"/> Aide <input type="checkbox"/> Other:	<input type="checkbox"/> Admission Visit <input type="checkbox"/> Scheduled Visit <input type="checkbox"/> Unscheduled Visit	<input type="checkbox"/> POC <input type="checkbox"/> Physician Orders
		<input type="checkbox"/> RN <input type="checkbox"/> LN <input type="checkbox"/> SW <input type="checkbox"/> Chap. <input type="checkbox"/> Aide <input type="checkbox"/> Other:	<input type="checkbox"/> Admission Visit <input type="checkbox"/> Scheduled Visit <input type="checkbox"/> Unscheduled Visit	<input type="checkbox"/> POC <input type="checkbox"/> Physician Orders
		<input type="checkbox"/> RN <input type="checkbox"/> LN <input type="checkbox"/> SW <input type="checkbox"/> Chap. <input type="checkbox"/> Aide <input type="checkbox"/> Other:	<input type="checkbox"/> Admission Visit <input type="checkbox"/> Scheduled Visit <input type="checkbox"/> Unscheduled Visit	<input type="checkbox"/> POC <input type="checkbox"/> Physician Orders
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		<input type="checkbox"/> RN <input type="checkbox"/> LN <input type="checkbox"/> SW <input type="checkbox"/> Chap. <input type="checkbox"/> Aide <input type="checkbox"/> Other:	<input type="checkbox"/> Admission Visit <input type="checkbox"/> Scheduled Visit <input type="checkbox"/> Unscheduled Visit	<input type="checkbox"/> POC <input type="checkbox"/> Physician Orders
		<input type="checkbox"/> RN <input type="checkbox"/> LN <input type="checkbox"/> SW <input type="checkbox"/> Chap. <input type="checkbox"/> Aide <input type="checkbox"/> Other:	<input type="checkbox"/> Admission Visit <input type="checkbox"/> Scheduled Visit <input type="checkbox"/> Unscheduled Visit	<input type="checkbox"/> POC <input type="checkbox"/> Physician Orders
		<input type="checkbox"/> RN <input type="checkbox"/> LN <input type="checkbox"/> SW <input type="checkbox"/> Chap. <input type="checkbox"/> Aide <input type="checkbox"/> Other:	<input type="checkbox"/> Admission Visit <input type="checkbox"/> Scheduled Visit <input type="checkbox"/> Unscheduled Visit	<input type="checkbox"/> POC <input type="checkbox"/> Physician Orders
		<input type="checkbox"/> RN <input type="checkbox"/> LN <input type="checkbox"/> SW <input type="checkbox"/> Chap. <input type="checkbox"/> Aide <input type="checkbox"/> Other:	<input type="checkbox"/> Admission Visit <input type="checkbox"/> Scheduled Visit <input type="checkbox"/> Unscheduled Visit	<input type="checkbox"/> POC <input type="checkbox"/> Physician Orders
		<input type="checkbox"/> RN <input type="checkbox"/> LN <input type="checkbox"/> SW <input type="checkbox"/> Chap. <input type="checkbox"/> Aide <input type="checkbox"/> Other:	<input type="checkbox"/> Admission Visit <input type="checkbox"/> Scheduled Visit <input type="checkbox"/> Unscheduled Visit	<input type="checkbox"/> POC <input type="checkbox"/> Physician Orders

# Five Star Home Hospice, Inc.

HospiceMD

1028 N. Lake Ave. #106. Pasadena, CA 91104 . Tel: (626) 791-1764 Fax: (626) 791-5362

Patient Name: Minster, Martin

MR#: 001072

## CURRENT TREATMENT/MEDICATION/DME LIST

All medications have been reviewed for effectiveness of drug therapy, drug side effects, actual or potential drug / food interactions, duplicate drug therapy and drug currently associated with laboratory monitoring.

Order Date	Start Date	Stop Date	Type	MEDS/DME	Strength	Quantity	Dosage	Route	Frequency	Indication	Payer	Administered By
12/02/19	12/02/19	<i>D/C</i>	Medication	Aceta 325mg Tab	325 mg	1 Tab		Oral	2 tab Q4H as needed for fever or mild pain	fever or mild pain	H	3&4
12/02/19	12/02/19		Medication	✓ Bisacodyl 5mg EC DR Tab	5 mg	1 Tab		Oral	1 tab daily	Constipation	H	3&4
12/02/19	12/02/19		Medication	Lorazepam 1mg Tab	1 mg	1 Tab		Oral	1 tab every 4 hours as needed for anxiety	Anxiety	H	3&4
12/02/19	12/02/19		Medication	✓ Meclizine 12.5mg Tablet	12.5 mg	1 Tablet		Oral	1 tab three times a day	Dizziness	H	3&4
12/02/19	12/02/19		Medication	✓ Pioglitazone 45mg Tab	45 mg	1 Tab		Oral	1 tab daily	Diabetes	H	3&4
12/02/19	12/02/19		Medication	✓ Senna 8.6mg Tab	8.6 mg	1 Tab		Oral	2 tabs twice a day	Constipation	H	3&4
12/02/19	12/02/19		Medication	✓ Tamsulosin Hydrochloride 0.4mg Capsule	0.4 mg	1 Capsule		Oral	1 tab daily	Enlarged prostate	H	3&4
12/11/19	12/02/19		Medication	✓ Amlodipine 10mg Tab	10 mg	1 Tab		Oral	1 tab daily	HTN	H	3&4
12/11/19	12/02/19		Medication	✓ Carvedilol 12.5mg Tab	12.5 mg	1 Tab		Oral	1 tab twice daily	HTN	H	3&4
12/11/19	12/11/19		Medication	✓ MiraLax Powder for Solution	17 g	1 packet		Oral	Daily	Constipation	H	3&4
==> Note: Mix in 8oz of water or juice. HOLD for loose stool												
<del>01/10/20</del>	<del>12/02/19</del>	<i>D/C</i>	Medication	<del>Onitansetron 4mg Tab</del>	<del>4 mg</del>	<del>1 Tab</del>		<del>Oral</del>	<del>1 tab every 6 hours for N/V</del>	<del>N/V</del>	<del>H</del>	<del>3&amp;4</del>
01/10/20	01/10/20		Medication	✓ Norco 10mg-325mg Tab	10 mg	1 Tab		Oral	Every 4 hours as needed	Moderate pain	H	3&4
01/13/20	12/19/19		Medication	✓ Hydralazine Hydrochloride 25mg Tablet	25 mg	1 Tablet		Oral	3 times a day	HTN	H	3&4
==> Note: Call hospice if pulse is 39 beats per min or below.												
02/03/20	02/03/20		Medication	✓ Acephen (Acetaminophen)	650 mg	1 Supp		Rectal	Every 4 hours as needed	Mild pain and fever over 100F	H	3&4
02/03/20	02/03/20		Medication	✓ Bisac-Evac (Bisacodyl)	10 mg	1 Supp		RECTAL	Daily as needed if no BM x 3 days	Constipation	H	3&4
02/03/20	02/03/20		Medication	✓ Duoneb	3 ml	1 Inhalant		Nebulizer	Every 4 hours as needed	SOB/Respiratory distress	H	3&4
02/03/20	02/03/20		Medication	✓ Levsin (hyoscyamine sulfate)	0.125 mg	1 Tab		SL	Every 4 hours as needed	Increased Secretions	H	3&4

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# Five Star Home Hospice, Inc.



1028 N. Lake Ave. #106, Pasadena, CA 91104 . Tel: (626) 791-1764 Fax: (626) 791-5362

Patient Name: Minster, Martin

MR#: 001072

## CURRENT TREATMENT / MEDICATION / DME LIST

All medications have been reviewed for effectiveness of drug therapy, drug side effects, actual or potential drug / food interactions, duplicate drug therapy and drug currently associated with laboratory monitoring.

Order Date	Start Date	Stop Date	Type	MEDS/DME	Strength	Quantity	Dosage	Route	Frequency	Indication	Payer	Administered By
02/03/20	02/03/20		Medication	Lorazepam (Ativan)	1 mg/ml		0.5 mg (0.5ml)	SL	Every 4 hrs as needed	Anxiety	H	3&4
02/03/20	02/03/20		Medication	Morphine Sulfate IR (Roxanol)	20 mg/ml		5 mg (0.25mL)	SL	Every 2 hrs as needed	Severe pain or SOB	H	3&4
02/03/20	02/03/20		Medication	Ondansetron Oral Disintegrating tablets (Zofran)	4 mg		1 tab	SL	Every 6 hours as needed	Nausea/Vomiting	H	3&4
12/03/19	12/03/19		DME	Bedside commode							H	
12/03/19	12/03/19		DME	E-tank							H	
12/03/19	12/03/19		DME	Full Electric Bed Frame Extra Long							H	
12/03/19	12/03/19		DME	Low air loss mattress XL							H	
12/03/19	12/03/19		DME	Nebulizer							H	
12/03/19	12/03/19		DME	O2 Concentrator 0-5mL							H	
12/03/19	12/03/19		DME	Over the Bed Table							H	
12/03/19	12/03/19		DME	Suction machine							H	
12/03/19	12/03/19		DME	Transfer Bench							H	
12/02/19	12/02/19		Other	Admit to Five Star Home Hospice with terminal diagnosis of COPD.								
12/02/19	12/02/19		Other	Check oxygen saturation PRN if symptomatic and per family request								
12/02/19	12/02/19		Other	May crush medications for difficulty swallowing								
12/02/19	12/02/19		Other	May perform digital rectal exam if no BM over 3 days to rule out impaction								
12/02/19	12/02/19		Other	May perform oral suction PRN for increased secretions								
12/02/19	12/02/19		Other	Routine level of care.								

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# Five Star Home Hospice, Inc.

HospiceMD

1028 N. Lake Ave. #106, Pasadena, CA 91104 . Tel: (626) 791-1764 Fax: (626) 791-5362

Patient Name: Minster, Martin

MR#: 001072

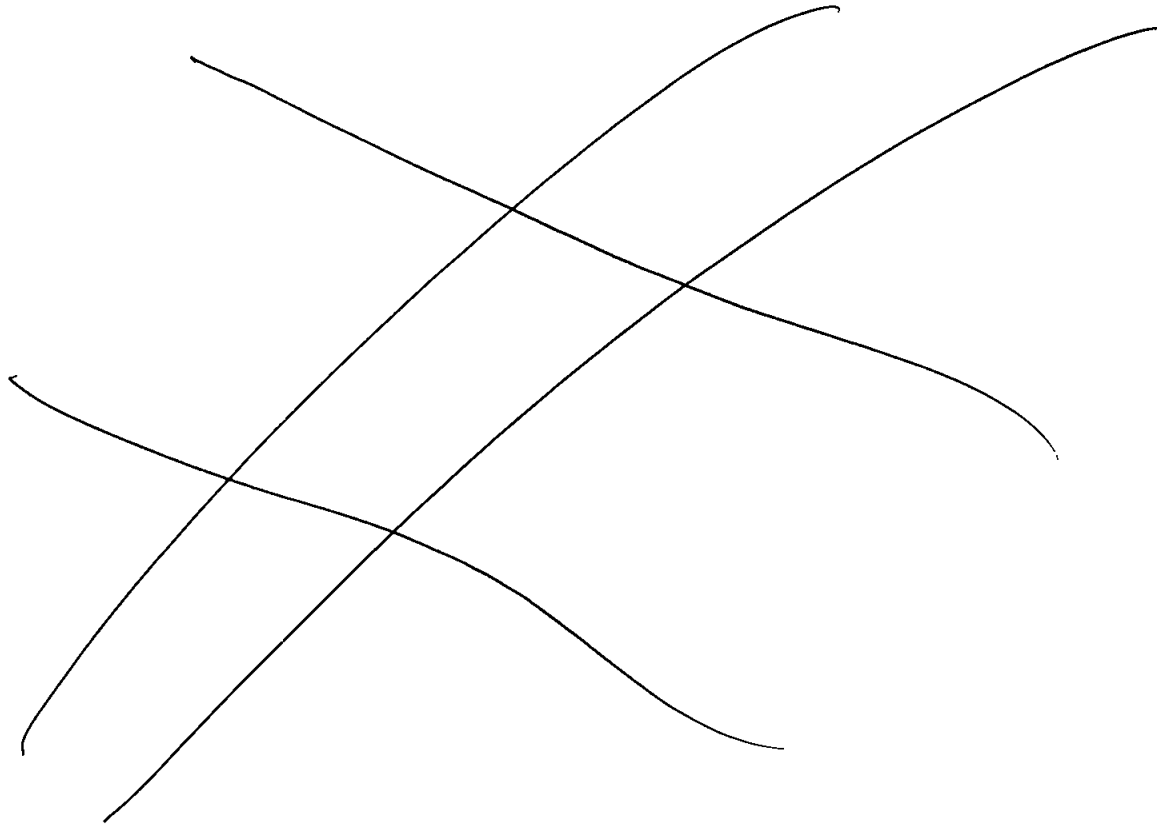
## CURRENT TREATMENT / MEDICATION / DME LIST

All medications have been reviewed for effectiveness of drug therapy, drug side effects, actual or potential drug / food interactions, duplicate drug therapy and drug currently associated with laboratory monitoring.

Order Date	Start Date	Stop Date	Type	MEDS/DME	Strength	Quantity	Dosage	Route	Frequency	Indication	Payer	Administered By
12/02/19	12/02/19		Other	Start Bereavement counseling frequency for initial assessment and post death assessment for bereavement counseling. Follow up as needed for grief counseling and per family request.								
12/02/19	12/02/19		Other	Start MSW frequency 1x/ month and 1 PRN per month for emotional/ psych/ social support.								
12/02/19	12/02/19		Other	Start SC frequency 1x/ month and 1 PRN per month for spiritual support.								
12/02/19	12/02/19		Other	Volunteer services declined at this time. Will continue to offer.								
12/08/19	12/08/19		Other	Start SN frequency 1x per week and 3 PRN per week for symptom management, clinical care and support.								
02/09/20	02/09/20		Other	Start CHHA frequency 1x per week to assist with patient's hygiene, personal care, home making and to promote comfort per RN assignment.								
01/15/20	01/15/20		Supplies	Wipes		2 Tubs			2 Tubs every 2 weeks		H	

ADMINISTERED BY: (1) - SNF Nurse, (2) - Self, (3) - Fam/PCG, (4) - Hospice Nurse, (1&4) - SNF & Hospice Nurse, (2&3) - Self & Fam/PCG, (2&4) - Self & Hospice Nurse, (3&4) - Fam/PCG & Hospice Nurse, (2,3&4) - Self & Fam/PCG & Hospice Nurse

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# EXHIBIT "A"

# FIVE STAR HOME HOSPICE INC.

## COMFORT KIT

PART OF THE PLAN OF CARE

626-791-1764

Please contact us when medications in this **COMFORT KIT** need to be initiated or during first time use.

*Instruct the patient to keep refrigerated and to open only under the direction of a Hospice Nurse or Physician.*

Start Date	Stop Date	Symptom	Comfort Pak – Contents (only the ones that have a start date)	QTY	Directions
1.		<b>Pain or Shortness of Breath</b>	Morphine Sulfate 20mg/ml Oral Concentrate	15 ml	Take 0.25ml (= 5mg) by mouth or under the tongue every 2 hours as needed for moderate to severe Pain or Shortness of Breath. <b>Call hospice if respiration is less than 10 breaths per min.</b>
2.		<b>Anxiety &amp; Shortness of Breath</b>	Lorazepam Liquid 1 mg/ml Solution	30 ml	Take 0.5 ml (0.5mg) under tongue every 4 hours as needed for anxiety or agitation.
3.		<b>Secretions</b>	Levsin 0.125 tab	5 ml	Place 1 tab by mouth every 4 hours as needed for increased secretions.
4.		<b>Pain &amp; Fever (Over 100 °F )</b>	Acetaminophen 650 mg Suppository	6 supps	Insert 1 suppository (650mg) rectally every 4 hours as needed for mild pain or fever
5.		<b>Constipation</b>	Bisacodyl 10 mg Suppository	6 supps	Take 1 suppository Rectally daily as needed for constipation if no BM for 3 days
6.		<b>Nausea &amp; Vomiting</b>	Odansetron 4 mg orally disintegrating tablets (Zofran ODT)	6 tabs	Place 1 tablet (= 4 mg) on tongue every 6 hours as needed for Nausea and Vomiting
7.		<b>Shortness of Breath &amp; Respiratory Distress</b>	Duoneb 3 ml (1 inhalant )	6 Unit Dose	Give by Handheld Nebulizer Every 4 hours as needed for Respiratory Distress / Shortness of Breath.

**All Medications above are Covered by Hospice.**

Patient is considered to be at risk for the above symptoms:

☐ Yes ☐ No

Patient/Caregiver has been counseled regarding Comfort Kit contents and access:

☐ Yes ☐ No

Educated Patient/Caregiver/Family regarding the risks and benefits of the use of opioids (Name) \_\_\_\_\_

Teaching Nurse's Signature: \_\_\_\_\_ Print Name: \_\_\_\_\_ Date: \_\_\_\_\_

Physician Name: \_\_\_\_\_



FIVE STAR  
HOME HOSPICE

## Staff Sign in Sheet (All Disciplines)

Patient Name: <u>Martin Minster</u>			MR:	
Date	Print Name & Title	Signature	Time In	Time Out
12/1/19	Senne Taduszynski RN		5:00 PM	7:00
12/4/19	Marina Kolo		12:30 PM	1:15 PM
12/6/19	Claudia Resendez HHA		12:00	1:45
12/9/19	Earl Middleton, SCC		10:30	
12/10/19	Marina		11:00 AM	
12/13/19	Claudia Resendez HHA		13:00	1:45
12/20/19	Claudia Resendez HHA		12:40	13
12/27/19	Marina		PM	PM
12/27/19	Claudia Resendez HHA		12:40	
1/30/20	Danahy C. Gallo, RN		5:00	6:00
1/3/20	Claudia Resendez HHA		1:45	
1/8/20	Marina Kolo		PM	PM
1/9/20	Claudia Resendez HHA		4:00	
1/17/20	Claudia Resendez HHA		12:40	
1/20/20	Marina		PM	
1/24/20	Claudia Resendez HHA		12:00	
01/27/2020	Danahy Gallo, RN		6:00 PM	
1/28/2020	DR Sanders		12:30	
2/3/20	Claudia Resendez		12:30	1:30
2/3/2020	Marina		PM	PM
2-5-20	Marina		PM	PM
2/7/2020	Claudia Resendez HHA		12:00	
2/10/2020	Jeannine Ferman, RN			
2/14/2020	Claudia Resendez		12:00	
2/17/2020	Claudia Resendez HHA		1:45	14:17
2/20/2020	Marina		12 PM	12:45 PM
2/21/2020	Claudia Resendez		11:30	
2/14/2020	Senne Taduszynski RN		12:30	
2/22/2020	Claudia Resendez HHA		12:00	
03/04/20	Marina		12 PM	





**FIVE STAR**  
HOME HOSPICE

### ***Staff Sign in Sheet (All Disciplines)***

[illegible]

# FIVE STAR HOME HOSPICE, INC.

## PATIENT CARE INFO SHEET

### PATIENT INFORMATION

PATIENT NAME: <u>Martin Minsler</u>	MR#	SOC Date: <u>12/1/19</u>
Address: <u>7831 Laurel Grove Ave</u>	<u>91605</u>	DOB: <u>2/22/1935</u>
Terminal DX: <u>COPD</u>	<u>NORTH</u>	CODE: <u>DNR/DNI</u>

### EMERGENCY CONTACT INFORMATION

EMERGENCY NAME: <u>Nina</u>	Phone: <u>818-212-4346</u>
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### HOSPICE CONTACT INFORMATION

Phone: (626) 791-1764	Fax: (626) 791-5362
MD: <u>Dr. Gregor Paronian</u>	
CASE MANAGER: <u>Danaisy C. Gallo, RN</u>	Frequency: <u>Every 2 weeks.</u>
LVN: <u>Marina Kolos, LVN</u>	Frequency: <u>Once a week.</u>
CHHA: <u>Claudia Resendez, CHHA.</u>	Frequency: <u>Once a week.</u>
SPIRITUAL COUNSELOR:	Frequency:
SOCIAL WORKER: <u>Jennifer Burgos, MSW</u>	Frequency:

### MORTUARY INFORMATION

MORTUARY NAME: <u>Groman Eden Mortuary</u>	Phone: <u>800-522-4875</u>
ADDRESS: <u>11500 Sepulveda Blvd Mission Hills, CA 91345</u>	

**PLEASE CONTACT HOSPICE FOR CHANGES IN CONDITION, MEDICAL MANAGEMENT, AND PRIOR TO HOSPITAL TRANSFER**

#### CHANGES IN CONDITION INCLUDE:

- Physical Changes; Cognitive Changes; Fall; Lab & X-Ray Results

#### ANCILLARY SERVICES:

- DME - Oxygen, mattresses, wheelchairs, walkers, etc.; Therapy (Part A or Part B) - PT, OT, ST, Evaluations; Pharmacy - Related to Hospice diagnosis

June \_\_\_\_14\_\_\_\_, 2022

PROBATE DEPARTMENT ROOM 429  
STANLEY MOSK COURTHOUSE  
111 NORTH HILL STREET  
LOS ANGELES CA 90012

RE: LASC Probate Case 20STPB07107

Subject: Will of Martin Minster for Lodging per CA PROBE CODE 8200

Date of Death: Barbara Minster died January 15, 2019, in the County of Los Angeles

Date of Death: Martin Minster died March 16<sup>th</sup>, 2020 in the city of Los Angeles


Accompanying herewith is the original LAST WILL AND TESTAMENT OF BARBARA MINSTER, a copy of said Will, if a fee waiver is not accepted, please bill me the \$50 I will borrow to make payable to THE LOS ANGELES SUPERIOR COURT,

Please lodge said Will per CA PROBE CODE 8200 and return the receipt for payment and the SAFEKEEPNG WILL RECEIPT to me in the included SASE .

Accompanying herewith is the original LAST WILL AND TESTAMENT OF MARTIN MINSTER, a copy of said Will, if a fee waiver is not accepted, please bill me the \$50 I will borrow to make payable to THE LOS ANGELES SUPERIOR COURT,

Please lodge said Will per CA PROBE CODE 8200 and return the copy stamped "received," the receipt for payment and the SAFEKEEPNG WILL RECEIPT to me in the included SASE .

Thank you.



A handwritten signature in black ink, appearing to read "Nina Minster", is written over a horizontal line. The signature is stylized with a large, loopy initial 'N'.

**LAST WILL AND TESTAMENT OF**

---

**MARTIN MINSTER**

Prepared By: Law Office of Sandra J. Momotiuk  
(818) 760-7334

# LAST WILL AND TESTAMENT OF MARTIN MINSTER

I, **MARTIN MINSTER**, residing in Los Angeles County, California, declare this to be my Will, and hereby revoke all my prior Wills and Codicils.

**FIRST:** I am currently unmarried. I was married to **BARBARA MINSTER**, aka **BARBARA KAYE MINSTER**, and all references in this Will to "my wife" are to her. **BARBARA KAYE MINSTER** died on January 15, 2009.

I have two children with my "wife" whose names and birth dates are as follows:

<u>NAME</u>	<u>DATE OF BIRTH</u>
<b>NINA KAYELYN MINSTER</b> aka <b>NATALIE LYNN MINSTER</b>	July 1, 1969
<b>SCOTT IVAN MINSTER</b>	September 8, 1974

All references in this Will to my "child," "children," or "issue" include the above children and any child or children hereafter born or adopted by me. I have no deceased children.

**SECOND:** Since the only interest my son, **SCOTT IVAN MINSTER**, has shown in my life has been that of my worldly possessions and not that of my physical or spiritual well-being, except as otherwise provided in this Will, I have intentionally failed to provide herein for my son, **SCOTT IVAN MINSTER**, and his heirs and I specifically disinherit him and his heirs from taking from my share of my community property with my deceased wife, **BARBARA MINSTER**, and from my separate property estate. I choose for my son, **SCOTT IVAN MINSTER** not to receive any assets, both separate property and community property with my deceased wife, **BARBARA MINSTER**, from my estate and those from my wife's estate that were given to me through her Will and our trust. If **SCOTT IVAN MINSTER**, and/or his heirs shall directly or

indirectly, under this Will by legal proceedings or otherwise, challenge or contest this Will or any provisions of this Will, my Trust, or any amendments or restatements thereto, or shall attempt in any way to oppose or set aside the probate of this Will or my trust, any amendments or restatements, or impair or invalidate any of the provisions I have made in my Will or my trust, any amendments or restatements thereto, I give that person the sum of **ONE HUNDRED DOLLARS (\$100.00)**, and no more, in lieu of any other share or interest in my estate, my trust or under this Will.

Except as otherwise provided in this Will, and as he also has shown no interest in my life or physical or spiritual well-being, I have intentionally failed to provide herein for my alleged son, **MICHAEL DUNCAN**, and his heirs and I specifically disinherit him and his heirs from taking from my share of my community property and from my separate property estate. If **MICHAEL DUNCAN**, and/or his heirs shall directly or indirectly, under this Will by legal proceedings or otherwise, challenge or contest this Will or any provisions of this Will or my Trust, or any amendments or restatements thereto, or shall attempt in any way to oppose or set aside the probate of this Will or my trust, any amendments or restatements, or impair or invalidate any of the provisions I have made in my Will or my trust, any amendments or restatements thereto, I give that person the sum of **TEN DOLLARS (\$10.00)**, and no more, in lieu of any other share or interest in my estate, my trust or under this Will.

Except as otherwise provided in this Will, I have intentionally failed to provide herein for any other children, including but not limited to my alleged son, **GRANT EDWARD HOLMES**, whom has shown no interest in my life or well-being, and his heirs who are not mentioned in this Will and I specifically disinherit them and their heirs from taking from my share of my community property and from my separate property estate. If any other children and their heirs shall directly or indirectly under this Will by legal proceedings or

otherwise, challenge or contest this Will or any provisions of this Will or my Trust, or any amendments or restatements thereto, or shall attempt in any way to oppose or set aside the probate of this Will or my trust, any amendments or restatements, or impair or invalidate any of the provisions I have made in my Will or my trust, any amendments or restatements thereto, I give that person the sum of TEN DOLLARS (\$10.00), and no more, in lieu of any other share or interest in my estate, my trust or under this Will.

**THIRD**: It is my intention to dispose of all my separate property, my one-half interest in the community property and one-half of the quasi-community property in my estate. As used in this Will, the term "quasi-community property" refers to the property in my estate as described in Probate Code Section 66. I do not intend to exercise any power of appointment which I now have or which may hereafter be conferred on me, unless that power is specifically referred to herein or in any Codicil hereto.

**FOURTH**: I give to my daughter, **NINA KAYELYNN MINSTER**, aka **NATALIE LYNN MINSTER**, all my personal property, automobiles, money, household furniture and furnishings, chinaware, silver, jewelry, guns, pictures, works of art, books, jewelry, clothing, and other tangible articles of a personal nature and all my wife's jewelry and her personal property I received after her death. If my daughter does not survive me for thirty (30) days, I give all my personal automobiles, money, household furniture and furnishings, chinaware, silver, guns, pictures, works of art, books, jewelry, clothing, and other tangible articles of a personal nature and all my wife's jewelry and her personal property I received after her death to my sister, **FRANCES GRIFFIN**. If **NINA KAYELYNN MINSTER**, aka **NATALIE LYNN MINSTER**, and **FRANCES GRIFFIN** do not survive me for thirty (30) days, I give all my personal automobiles, money, household furniture and furnishings, chinaware, silver, guns, pictures, works of art, books, jewelry, clothing, and other tangible articles of a personal nature and all my wife's jewelry and her personal

property I received after her death to **GAIL DAVIS**. If **GAIL DAVIS** does not survive me for thirty (30) days, I give all my personal automobiles, money, household furniture and furnishings, chinaware, silver, guns, pictures, works of art, books, jewelry, clothing, and other tangible articles of a personal nature and all my wife's jewelry and her personal property I received after her death to my attorney, **SANDRA J. MOMOTIUK, ESQ.**

**FIFTH:** I direct that all federal estate tax and any state taxes payable as a result of my death, and not limited to taxes assessed on property passing under this Will, shall be paid out of the residue of my estate and shall not be deducted or collected from any legatee, devisee, or beneficiary hereunder.

**SIXTH:** I give the residue of my estate to my daughter, **NINA KAYELYN MINSTER**, aka **NATALIE LYNN MINSTER**, outright. If my daughter does not survive me for thirty (30) days, I give the residue of my estate to my sister, **FRANCES GRIFFIN**, outright. If my daughter and sister, **FRANCES GRIFFIN** does not survive me for thirty (30) days, I give the residue of my estate to **GAIL DAVIS**, outright. . If my daughter, my sister, **FRANCES GRIFFIN** and **GAIL DAVIS** do not survive me for thirty (30) days, I give the residue of my estate to my attorney, **SANDRA J. MOMOTIUK, ESQ.**, outright..

**SEVENTH:** I nominate my daughter, **NINA KAYELYN MINSTER**, aka **NATALIE LYNN MINSTER**, as Executor of this Will, to serve without bond. If **NINA KAYELYN MINSTER** is unable or unwilling to act or to continue to act as Executor, then I nominate my sister **FRANCES GRIFFIN**, as Executor of this Will to serve without bond. If **NINA KAYELYN MINSTER** and **FRANCES GRIFFIN** are unable or unwilling to act or to continue to act as Executor, then I nominate my attorney **SANDRA J. MOMOTIUK, ESQ.** as Executor of this Will to serve without bond.



**I AUTHORIZE MY EXECUTOR:**

- A. To sell at either public or private sale, with or without notice, any property belonging to my estate, subject only to any confirmation required by law.
- B. To invest and reinvest any surplus moneys in my estate in any kind of property, real, personal, or mixed, and any kind of investment, specifically including, but not by way of limitation, corporate obligations of every kind, and stocks, common or preferred, which men of prudence, discretion, and intelligence acquire for their own account. In so investing and reinvesting, the Executor shall exercise the judgment and care, under the circumstances then prevailing, which men of prudence, discretion, and intelligence exercise in the management of their own affairs, not in regard to speculation, but in regard to the permanent disposition of their funds, considering the probable income as well as the safety of their capital.
- C. To invest and reinvest any surplus moneys in my estate in common trust fund or funds now or hereafter established.
- D. To lease any real property belonging to my estate subject only to the confirmation required by law.
- E. To borrow money on behalf of my estate and to encumber or hypothecate any property in my estate by deed of trust, mortgage, pledge, or otherwise.
- F. On any partial or final distribution of my estate in its absolute discretion, to divide, allocate, and distribute the property of my estate in kind, including undivided interests, or partly in kind and partly in cash, or entirely in cash; the decision of the Executor as to what constitutes a proper division of the property of my estate shall be binding on all the distributees.

**EIGHTH:** If any beneficiary under this Will shall directly or indirectly, by legal proceedings or otherwise, challenge or contest this Will or any of its provisions, or shall attempt in any way to oppose or set aside the probate of this Will or impair or invalidate any of the provisions I have made in it, any gift or other provision I have made to or for that person under this Will is revoked and shall be disposed of as if that contesting beneficiary had predeceased me without issue.

**NINTH:** Other Wills.

I have not entered into either a contract to make Wills or a contract not to revoke Wills.

If any part of this Will is held to be void, invalid, or inoperative, I direct that such voidness, invalidity, or inoperativeness shall not affect any other part of this Will, and that the remainder of this Will shall be carried into effect as though such part had not been contained herein.

As used in this Will, the masculine, feminine, or neuter gender, and the singular or plural number shall each be deemed to include the others whenever the context so indicates.

**TENTH:** I direct that my remains be buried in a plain wooden casket at **EDEN MEMORIAL PARK AND MAUSOLEUM**, located at 11500 Sepulveda Boulevard, Mission Hills, California beside my wife.

I further direct that there be a Jewish service and that the casket be open for said services if it is determined by my executor that it is appropriate based on the condition of my remains.

////

////

I also direct that the urns containing the ashes of all my dogs, including but not limited to "**BANDIT**," "**KAYLA**," "**SARGE**," and "**FRENZIE**" be placed in my casket and buried with me.

The foregoing Will is subscribed by me on the 5<sup>th</sup> day of August, 2017, at North Hollywood, California.

  
MARTIN MINSTER

**STATEMENT OF WITNESSES**

The undersigned, each for himself, declares that:

(1) The foregoing instrument, consisting of seven (7) pages, including the page signed by the Testator, was on this date signed in our presence of each of us by **MARTIN MINSTER**, herein called the "the Testator".

(2) At the time he subscribed the foregoing instrument the Testator declared to us that it was his Will.

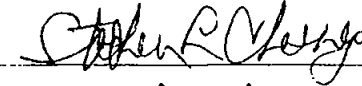
(3) The Testator was, at the time he subscribed the foregoing instrument, over the age of 18 years and appeared to be of sound mind.

(4) I have no knowledge of any facts indicating the foregoing instrument, or any part of it, was procured to be made by duress, menace, fraud, or undue influence.

(5) At the request and in the presence of the Testator, and in the presence of each other, we subscribe our names as witnesses to the foregoing Will.

We, each for ourselves, declare under penalty of perjury that the foregoing is true and correct.

Executed on August 5, 2017, at <sup>North</sup>~~North~~ Hollywood, California.

Witness (print & sign): STEPHEN L. CHESNEY 

Residing at 6306 Rhea Avenue, Tarzana, California 91355  
Street Address City State

Witness (print & sign): Robert Gustafson 

Residing at 13351 Riverside Dr #482, Sherman Oaks, CA  
Street Address City State

A large, stylized 'X' mark is drawn across the page. The 'X' is formed by two intersecting curved lines that cross in the center. The lines are black and have a slightly irregular, hand-drawn appearance. The 'X' spans most of the width and height of the page, with its arms extending towards the corners.

COPY

**LAST WILL AND  
TESTAMENT  
OF  
BARBARA MINSTER**

---

Prepared by The Law Office of Sandra J. Momotiuk  
4400 Coldwater Canyon Avenue, Suite 201  
Studio City California 91604  
(818) 760-7334

# LAST WILL AND TESTAMENT OF BARBARA MINSTER

---

I, BARBARA MINSTER aka BARBARA KAYE MINSTER, residing in Los Angeles County, California, declare this to be my Will, and hereby revoke all my prior Wills and Codicils.

**FIRST**: I am married to MARTIN MINSTER, and all references in this Will to "my husband" are to him. I have two children from my present marriage whose names and birth dates are as follows:

<u>NAME</u>	<u>DATE OF BIRTH</u>
NATALIE LYNN MINSTER	July 1, 1969
SCOTT IVAN MINSTER	September 8, 1974

All references in this Will to my "child," "children," or "issue" include the above children and any child or children hereafter born or adopted by me. I have no deceased children.

**SECOND**: Except as otherwise provided in this Will, I have intentionally failed to provide herein for my daughter, NATALIE LYNN MINSTER, and her heirs, and I specifically disinherit her and her heirs from taking from my share of my community property and from my separate property estate. If NATALIE LYNN MINSTER, or her heirs, shall directly or indirectly, under this Will or by legal proceedings or otherwise, challenge or contest

this Will or any provisions of this Will or my Trust, or any amendments or restatements thereto, or shall attempt in any way to oppose or set aside the probate of this Will or my trust, it amendments and restatements, or impair or invalidate any of the provisions I have made in my Will or my trust, or any amendments or restatements thereto, I give that person the sum of one dollar (\$1.00), and no more, in lieu of any other share or interest in my estate or under this Will or my trust, its amendments and restatements.

Except as otherwise provided in this Will, I have intentionally failed to provide herein for my sister, **SANDRA IRIS KAYE**, and I specifically disinherit her from taking from my share of my community property and from my separate property estate. If **SANDRA IRIS KAYE** shall directly or indirectly, under this Will or by legal proceedings or otherwise, challenge or contest this Will or any provisions of this Will or my Trust, or any amendments or restatements thereto, or shall attempt in any way to oppose or set aside the probate of this Will or my trust, it amendments and restatements, or impair or invalidate any of the provisions I have made in my Will or my trust, or any amendments or restatements thereto, I give that person the sum of one dollar (\$1.00), and no more, in lieu of any other share or interest in my estate or under this Will or my trust, its amendments and restatements.

**THIRD:** It is my intention to dispose of all my separate property, my one-half interest in the community property and one-half of the quasi-community property in my estate. As used in this Will, the term "quasi-community property" refers to the property in my estate as described in Probate Code Section 66. I do not intend to exercise any power of appointment which I now have or which may hereafter be conferred on me, unless that power is specifically referred to herein or in any Codicil hereto.



**FOURTH:** I give to my husband all my personal automobiles, money, household furniture and furnishings, chinaware, silver, pictures, works of art, books, jewelry, clothing, and other tangible articles of a personal nature. If my husband does not survive me for thirty (30) days, I give all my jewelry, china, silverware, crystal, furniture and furnishings to my son, **SCOTT IVAN MINSTER**. If my son, **SCOTT IVAN MINSTER**, does not survive me for thirty (30) days, I give all my jewelry, china, silverware, furniture and furnishings to his issue in accordance with the terms of **The Second Restated Barbara and Martin Minster Family Trust, as Amended and Restated in 2002**. If my son leaves no issue, this gift shall lapse.

If my husband does not survive me for thirty (30) days, I give all my husband's jewelry and guns to my son, **SCOTT IVAN MINSTER**. If my son, **SCOTT IVAN MINSTER**, does not survive me for thirty (30) days, I give all my husband's jewelry and guns to his issue in accordance with the terms of **The Second Restated Barbara and Martin Minster Family Trust, as amended and Restated in 2002**. If **SCOTT IVAN MINSTER** dies without issue, I give all my wife's jewelry and guns to **SHAWN KAYE**. If **SCOTT IVAN MINSTER** does not survive me as set forth herein, and he has no issue, and **SHAWN KAYE** does not survive me for thirty (30) days, this gift shall lapse.

**FIFTH:** I direct that all federal estate tax and any state taxes payable as a result of my death, not limited to taxes assessed on property passing under this Will, shall be paid out of the residue of my estate, and shall not be deducted or collected from any legatee, devisee, or beneficiary hereunder.

**SIXTH:** Residue of my estate.

A. I give the residue of my estate to the Trustee of that trust entitled **THE SECOND RESTATED BARBARA AND MARTIN MINSTER FAMILY TRUST, AS**

**AMENDED AND RESTATED IN 2002**, executed by myself and my husband as Trustors and my husband and myself as Trustees earlier this day, as part of the trust to be administered and disposed of in accordance with the provisions of the trust. (The Barbara and Martin Minster Family Trust was created on August 21, 1994, and amended and restated on October 10, 2002) Should either trustee becomes unable because of death, incompetency, or other case to serve as such a co-trustee, or should either resign as co-trustee, before the natural termination of all trusts provided for in said declaration, the remaining co-trustee, shall thereafter solely serve as trustee as set forth herein. If my husband is the surviving trustee, my husband shall consult with **SCOTT IVAN MINSTER** as to all financial matters regarding real property and financial investments, including but not limited to stocks and bonds. However, if there is a disagreement between my husband and **SCOTT IVAN MINSTER** regarding any such financial matters, my husband shall solely have the right to make all final decisions. If my husband is the surviving trustee and **SCOTT IVAN MINSTER** is unable because of death, incompetency, or other case, my husband shall consult with **SHAWN KAYE** as to all financial matters regarding real property and financial investments, including but not limited to stocks and bonds. However, if there is a disagreement between my husband and **SHAWN KAYE** regarding any such financial matters, my husband shall solely have the right to make all final decisions. If **SCOTT IVAN MINSTER** and **SHAWN KAYE** are unable because of death, incompetency, or other case, to consult with my husband shall consult with **FRANCES GRIFFIN** as to all financial matters regarding real property and financial investments, including but not limited to stocks and bonds. However, if there is a disagreement between my husband and **FRANCES GRIFFIN** regarding any such financial matters, my husband shall solely have the right to make all final decisions. If my husband is the surviving trustee and **SCOTT IVAN MINSTER, SHAWN KAYE** and

**FRANCES GRIFFIN** are unable because of death, incompetency, or other case, to consult with my husband, my husband shall consult with **GAIL DAVIS** as to all financial matters regarding real property and financial investments, including but not limited to stocks and bonds. However, if there is a disagreement between my husband and **GAIL DAVIS** regarding any such financial matters, my husband shall solely have the right to make all final decisions.

Successor trustee of that trust is **SCOTT IVAN MINSTER** to act as trustee of said trust. If **SCOTT IVAN MINSTER** is unable or unwilling to act as trustee, then I nominate **SHAWN KAYE** to act solely as the Trustee of the trust provided for in the Declaration of Trust. If both **SCOTT IVAN MINSTER** and **SHAWN KAYE** are unable or unwilling to act as trustee, then I nominate **FRANCES GRIFFIN**, my husband's sister is nominated to act as the Trustee of said trust. If **SCOTT IVAN MINSTER**, **SHAWN KAYE** and **FRANCES GRIFFIN** are unable or unwilling to act as trustee, then I nominate **GAIL DAVIS**, my first cousin is to act as the Trustee of said trust.

B. If for any reason the foregoing bequest lapses or fails, I give the residue of my estate to the Trustee named in the trust agreement referred to in Paragraph 1 of this ARTICLE, to be held, administered, and distributed pursuant to the terms and provisions of that trust agreement in the same manner as if such terms and provisions, as presently existing, had not been set forth herein in full.

**SEVENTH:** I nominate my husband, **MARTIN MINSTER** as Executor of this Will, to serve without bond. If my husband is the executor, my husband shall consult with **SCOTT IVAN MINSTER** as to all financial matters regarding real property and financial investments, including but not limited to stocks and bonds. However, if there is a disagreement between my husband and **SCOTT IVAN MINSTER** regarding any such financial matters, my

husband shall solely have the right to make all final decisions. If my husband is the executor and **SCOTT IVAN MINSTER** is unable because of death, incompetency, or other case to consult with my husband, my husband shall consult with **SHAWN KAYE** as to all financial matters regarding real property and financial investments, including but not limited to stocks and bonds. However, if there is a disagreement between my husband and **SHAWN KAYE** regarding any such financial matters, my husband shall solely have the right to make all final decisions. If **SCOTT IVAN MINSTER and SHAWN KAYE** are unable because of death, incompetency, or other case, to consult with my husband, my husband shall consult with **FRANCES GRIFFIN** as to all financial matters regarding real property and financial investments, including but not limited to stocks and bonds. However, if there is a disagreement between my husband and **FRANCES GRIFFIN** regarding any such financial matters, my husband shall solely have the right to make all final decisions. If my husband is the surviving trustee and **SCOTT IVAN MINSTER, SHAWN KAYE and FRANCES GRIFFIN** are unable because of death, incompetency, or other case to consult with my husband, my husband shall consult with **GAIL DAVIS** as to all financial matters regarding real property and financial investments, including but not limited to stocks and bonds. However, if there is a disagreement between my husband and **GAIL DAVIS** regarding any such financial matters, my husband shall solely have the right to make all final decisions.

If **MARTIN MINSTER** is unable or unwilling to act or to continue to act as Executor, then I nominate **SCOTT IVAN MINSTER**, as Executor of this Will to serve without bond. If **SCOTT IVAN MINSTER** for any reason fails to serve or ceases to serve as my executor, I herein appoint **SHAWN KAYE** to act as my executor, without bond. If **SCOTT IVAN MINSTER and SHAWN KAYE** for any reason fail to serve or cease to serve as my

executor, I herein appoint **FRANCES GRIFFIN** to act as my executor, without bond. If **SCOTT IVAN MINSTER, SCOTT IVAN MINSTER** and **FRANCES GRIFFIN** for any reason fail to serve or cease to serve as my executor, I herein appoint **GAIL DAVIS** to act as my executor, without bond.

I authorize my Executor:

A. To sell at either public or private sale, with or without notice, any property belonging to my estate, subject only to any confirmation required by law.

B. To invest and reinvest any surplus moneys in my estate in any kind of property, real, personal, or mixed, and any kind of investment, specifically including, but not by way of limitation, corporate obligations of every kind, and stocks, common or preferred, which men of prudence, discretion, and intelligence acquire for their own account. In so investing and reinvesting, the Executor shall exercise the judgment and care, under the circumstances then prevailing, which men of prudence, discretion, and intelligence exercise in the management of their own affairs, not in regard to speculation, but in regard to the permanent disposition of their funds, considering the probable income as well as the safety of their capital.

C. To invest and reinvest any surplus moneys in my estate in common trust fund or funds now or hereafter established.

D. To lease any real property belonging to my estate subject only to the confirmation required by law.

E. To borrow money on behalf of my estate and to encumber or hypothecate any property in my estate by deed of trust, mortgage, pledge, or otherwise.

F. On any partial or final distribution of my estate in its absolute discretion, to divide, allocate, and distribute the property of my estate in kind, including undivided interests, or

partly in kind and partly in cash, or entirely in cash; the decision of the Executor as to what constitutes a proper division of the property of my estate shall be binding on all the distributees.

**EIGHTH**: If any beneficiary under this Will shall directly or indirectly, by legal proceedings or otherwise, challenge or contest this Will or any of its provisions, or shall attempt in any way to oppose or set aside the probate of this Will or impair or invalidate any of the provisions I have made in it, any gift or other provision I have made to or for that person under this Will is revoked and shall be disposed of as if that contesting beneficiary had predeceased me without issue.

**NINTH**: Other Wills

A. I have not entered into either a contract to make Wills or a contract not to revoke Wills.

B. If any part of this Will is held to be void, invalid, or inoperative, I direct that such voidness, invalidity, or inoperativeness shall not affect any other part of this Will, and that the remainder of this Will shall be carried into effect as though such part had not been contained herein.

C. As used in this Will, the masculine, feminine, or neuter gender, and the singular or plural number shall each be deemed to include the others whenever the context so indicates.

**TENTH**: I direct that my remains be buried in a plain wood casket at **EDEN MEMORIAL PARK AND MAUSOLEUM** at 11500 Sepulveda Boulevard, Mission Hills, California.

I further direct that there be minimum memorial services and that the casket be open for said services if it is determined by my executor that it is appropriate based on the

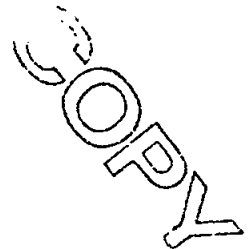
condition of my remains.

I also direct that I be buried with a comfortable chiropractic pillow, a blanket and a telephone. I am to be buried in a non-binding wardrobe, namely a white cotton nightgown, with no bra and no shoes. Furthermore, my make-up and hair is to be done.

I also direct that the urn containing the ashes of my dog "SCHINTEZEL" be placed in my casket and buried with me.

The foregoing Will is subscribed by me on the 16 day of November, 2007, at North Hollywood, California.

  
BARBARA MINSTER



The undersigned, each for himself, declares that:

(1) The foregoing instrument, consisting of ten (10) pages, including the page signed by the Testator, was on this date signed in our presence of each of us by **BARBARA MINSTER**, herein called the "the Testator".

(2) At the time she subscribed the foregoing instrument the Testator declared to us that it was her Will.

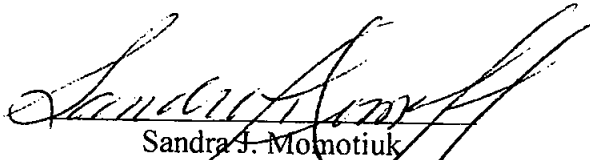
(3) The Testator was, at the time she subscribed the foregoing instrument, over the age of 18 years and appeared to be of sound mind.

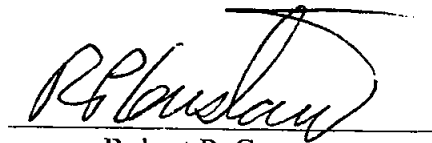
(4) I have no knowledge of any facts indicating the foregoing instrument, or any part of it, was procured to be made by duress, menace, fraud, or undue influence.

(5) At the request and in the presence of the Testator, and in the presence of each other, we subscribe our names as witnesses to the foregoing Will.

We, each for ourselves, declare under penalty of perjury that the foregoing is true and correct.

Executed on November 16, 2007, at North Hollywood, California

  
Sandra J. Momotiuk

  
Robert P. Gustavson

Address: 4400 Coldwater Canyon Avenue, #201, Studio City, California 91604

COPY



June 14, 2022  
Nina MInster  
7831 Laurelgrove ave  
North hollywood ca,91605  
Or 670 Cindy Ct  
Chino Valley AZ,86323

To Whom it may concern,

I have been trying to communicate with Mr. Anyia and he refuses to communicate with me just as he did with my previous council.

I have added this email to the list it commutation where he tells me to stop bothering him.

He is unethical in my humble option.

I am trying my best as pro per to do the right thing with no counsel as I have no more money for such representation .

Sincerely yours,

Nina Minster

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**Re: I've called and left messages**

Alfred Anyia <alfredanyialaw@gmail.com>

Mon 5/16/2022 5:00 PM

To: Nina Minster <ninaminster@hotmail.com>

Ok. Ma'am:

You obviously know what you're doing. But please stop bothering me as I cannot help you.

On Mon, May 16, 2022 at 4:57 PM Nina Minster <ninaminster@hotmail.com> wrote:

>  
> My responses,  
> To you.... that's a lie ,I did not fire Mr Borden.  
> Mr Borden relieved himself from the case because I do not have the required amount of money to hire him as my attorney other than the agreement we had which was for him to settle the cas, and write the settlement agreement.  
>  
> Selling the house as a co-trustee means you don't have to keep trying to file an ex parte,it means that we are not proving at this point who is or who is not trustee that we are both trustees and we sell the house and we put the money in a blocked account with the courts and that's what I have said all along sell the house and put the money in a blocked account with the courts  
> I do not trust my brother and he does not trust me that is why he put the lis pennants. And I 100% do not trust him and Shawn.  
> Again I don't know where you thought that I fired Mr Borden I did not and at the moment yes I am representing myself because I do not have money to afford an attorney.  
> Again you should try to tell Scott to stop bothering with ex parties and just agree to co-trustee sell the house and put the money in the court and a block account that's what I've been saying since January of 2021.  
> When Scott was still involved in the keystone law group.  
> Have yourself a good day.  
>  
> Get Outlook for Android  
>  
> 

---

From: Alfred Anyia <alfredanyialaw@gmail.com>  
> Sent: Monday, May 16, 2022 4:49:28 PM  
> To: Nina Minster <ninaminster@hotmail.com>  
> Subject: Re: I've called and left messages  
>  
> My response to you is that you're trying to do a lawyer's work. You  
> had one, you should have let him help you. He was doing that but you  
> fired him. I have nothing up my sleeve. My proposal was meant to save  
> both of you money. Sell the house and put the proceeds in a court  
> blocked account, while both of you (and the court) figure out who gets  
> what. What has a co-trustee got to do with ?. Won't change anything.  
> The money goes in a blocked account controlled by the Court! Have a  
> good day.  
>  
> Alfred O. Anyia, Esq.  
>  
> On Mon, May 16, 2022 at 4:34 PM Nina Minster <ninaminster@hotmail.com> wrote:

> >  
> > And Mr Alfred,  
> >  
> > You definitely have to ask yourself why, why does he not want to co-trustee?  
> > It's the most logical and sensical thing to do sell the house for the most possible money put the money with the courts and continue to argue this.  
> >  
> > But I will tell you the answer it's because he has something up his sleeve .  
> > maybe you know about it ,maybe you're helping him get it done,  
> > maybe you don't know about it , But since Shawn is your friend I know you know.  
> >  
> > I know 100% that he told the original buyer that he didn't care if he didn't get any money out of the house as long as I didn't get any money out of the house.  
> >  
> > But we shall see what happens.  
> >  
> > Nina Minster  
> >  
> > Get Outlook for Android  
> >  
> > From: Alfred Anyia <alfredanyialaw@gmail.com>  
> > Sent: Monday, May 16, 2022 4:21:15 PM  
> > To: Nina Minster <ninaminster@hotmail.com>  
> > Subject: Re: I've called and left messages  
> >  
> > Well Ms. Minster:  
> >  
> > Your guess was somewhat right. I spoke to your brother on Friday and  
> > he does not want to co-trustee with you. Unfortunately, we will have  
> > to proceed with the ex-parte. I will let you know.  
> >  
> > Alfred Anyia, Esq.  
> >  
> > On Mon, May 16, 2022 at 2:25 PM Nina Minster <ninaminster@hotmail.com> wrote:  
> > >  
> > >  
> > > Well Mr Alfred I have called and left you messages and you have not returned my call I swear the person who answered the phone last Monday was you unless you have another Nigerian working in your office. 🙄  
> > >  
> > > From the lack of your communication I'm going to assume that after my phone calls to my brother who of course did not answer the phone as I knew he wouldn't you sat and talked with him and your friend Shawn and they explain to you more lies.  
> > > I'm just wondering if by any chance we are going to try and Cotrustee and sell the house, or if Scott has decided to let the bank sell the house or if you're going to try or already did try another ex parte and didn't tell me about it because that's illegal isn't it you have to tell me when I'm supposed to try to show up in court or get on the phone with the judge or get on the computer and zoom or whatever they call it Court connect.  
> > > I don't think that you could just try to go around me when I don't have an attorney and I am my own attorney and you need to let me know what is going on and what you're trying to do and your radio silence for the last week just tells me you're up to something shady as you and Scott have been doing along with your friend Shawn who is the most .....person I know.  
> > > So what's going on Mr Alfred would you like to tell me.

> > > I'm also looking for a paralegal to help me with the information you are looking for  
> > >  
> > > Nina Minster  
> > > Get Outlook for Android  
> >  
> >  
> >  
> > --  
> > Law Offices of Alfred O. Anyia  
> > 10545 Burbank Blvd., Suite 126  
> > North Hollywood, CA 91601  
> > (818) 432-8467 tel  
> > (818) 322-1269 fax  
> >  
> > Please confirm the receipt of this email  
>  
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>  
> --  
> Law Offices of Alfred O. Anyia  
> 10545 Burbank Blvd., Suite 126  
> North Hollywood, CA 91601  
> (818) 432-8467 tel  
> (818) 322-1269 fax  
>  
> Please confirm the receipt of this email

--  
Law Offices of Alfred O. Anyia  
10545 Burbank Blvd., Suite 126  
North Hollywood, CA 91601  
(818) 432-8467 tel  
(818) 322-1269 fax

Please confirm the receipt of this email

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EXHIBIT 130

1 ALFRED O. ANYIA, SBN 183571  
alfredanyialaw@gmail.com  
2 LAW OFFICES OF ALFRED ANYIA  
10545 Burbank Boulevard, Suite 126  
3 North Hollywood, California 91601  
Telephone: (818) 432-8467  
4 Facsimile: (818) 322-1269

5 Attorney for Petitioner SCOTT MINSTER

6  
7  
8 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**  
9 **COUNTY OF LOS ANGELES, CENTRAL DISTRICT**

10 In re the Matter of:

11 THE SECOND RESTATED BARBARA  
AND MARTIN MINSTER FAMILY  
12 TRUST, AS AMENDED AND RESTATED  
IN 2002,

13  
14 SCOTT IVAN MINSTER, Beneficiary of the  
Second Restated Barbara and Martin Minster  
15 Family Trust, as amended and restated in 2002

16 Petitioner,

17 vs,

18 NINA KAYELLYNN MINSTER aka NATALIE  
LYNN MINSTER, individually and as Successor  
19 Trustee of the Second Restated Barbara and  
Martin Minster Family Trust, as amended and  
20 restated in 2002; and DOES 1-20, inclusive

21 Respondents.

Case No. 20STPB07107

**REQUEST FOR PRODUCTION OF  
DOCUMENTS AND OTHER TANGIBLE  
THINGS PROPOUNDED ON  
RESPONDENT NINA KAYELLYNN  
MINSTER BY PETITIONER SCOTT IVAN  
MINSTER**

**SET NO. ONE (1)**

22  
23 **PROPOUNDING PARTY :** Petitioner Scott Ivan Minster

24  
25 **RESPONDING PARTY :** Respondent NINA KAYELLYNN MINSTER, SUCCESSOR  
26 TRUSTEE OF THE SECOND RESTATED BARBARA  
AND MARTIN MINSTER FAMILY TRUST, AS  
27 AMENDED AND RESTATED IN 2002

28 **SET NUMBER :** ONE (1)

Pursuant to Code of Civil Procedure § 2030.10, Petitioner Scott Ivan Minster (the “Propounding Party”) submits herein his first demand to produce, inspect, and copy documents upon Respondent NINA KAYEL YNN MINSTER, SUCCESSOR TRUSTEE OF THE SECOND RESTATED BARBARA AND MARTIN MINSTER FAMILY TRUST, AS AMENDED AND RESTATED IN 2002 (“Responding Party”).

7 The Propounding Party specifies that the inspection shall take place on February 14, 2021 at  
8 10:00 A.M. at the Law Offices of Alfred Anyia, 10545 Burbank Blvd., Suite 126, North Hollywood,  
9 California 91601. In lieu of providing the requested documents at the time and date specified above,  
10 the Responding Party may forward legible copies of said documents to Propounding Party's  
11 attorneys at any time prior to the date aforementioned. The Propounding Party, however, expressly  
12 reserves the right to inspect the originals of the documents produced at any time it deems necessary.

A written response under oath is required of Responding Party within thirty (30) days after service of the herein inspection demand pursuant to CCP § 2031.260 consisting of either a statement that Responding Party will comply with this demand, or a statement that Responding Party will not comply with this demand, or a response that Responding Party lacks the ability to comply with this demand, or an objection to this demand either in its entirety or in some particular respect. If objection is made to only part of an item or category of an item requested in this demand, said response shall contain a statement of compliance, or a representation of inability to comply with respect to the remainder of that item or category.

21 A statement that Responding Party will comply with this demand shall state that the  
22 production and inspection will be allowed either in whole or in part and that all documents or things  
23 in the demanded category that are in the possession, custody, or control of the Responding Party and  
24 to which no objection is being made will be included in the production.

A representation of inability to comply with any particular item or category of items demanded shall affirm that a diligent search and reasonable inquiry has been made in an effort to comply with the demand and the statement shall also specify whether the inability to comply is because the particular item or category of item, (a) has never existed, (b) has been destroyed, (c) has

1 been lost, misplaced, or stolen, (d) has never been, or is no longer in the possession, custody, or  
2 control of Responding Party, as well as the name and address of any natural person or organization  
3 known or believed to have possession, custody, or control of that item or category of item.

4 It is not the intention of Propounding Party to request the production of privileged matter. If  
5 any materials requested are claimed to be privileged, please list the following for each item claimed  
6 to be privileged:

- 7 a. A brief description of the nature and contents of the matter claimed to be privileged;
- 8 b. The name, occupation, and capacity of the individual from whom the allegedly  
9 privileged matter emanated;
- 10 c. The name, occupation, and capacity of the individual to whom the allegedly  
11 privileged matter was directed;
- 12 d. The date the item bears; and
- 13 e. The privilege claimed.

14 No extensions of time for service of a response or to particular items or categories of items  
15 shall be made except as to such agreements which shall be confirmed in writing and signed by the  
16 Responding Party or her attorney.

17 Responding Party is required to produce for inspection and copying documents in the  
18 possession, custody, or control of Responding Party, including, but not limited to, those documents  
19 in the possession, custody, and control of any attorney Responding Party has retained for  
20 representation in this matter.

### 21 DEFINITIONS

22 A. "ADDRESS" shall mean the street number, street name, city, state or province,  
23 country (other than United States of America), and zip code, and any other information need to  
24 facilitate service of process by the Propounding Party.

25 B. Whenever the word "ALL" or "ANY" appears, each includes "any and all."

26 C. Whenever the word "AND" or "OR" appears, each includes the logical inclusive  
27 "AND/OR."  
28



1 D. Whenever a reference to a business entity — such as a corporation, partnership, or  
2 joint venture — appears, the reference means the business entity; its affiliated companies,  
3 partnerships, joint ventures, divisions, subdivisions, directors, officers, employees, agents, or other  
4 present and former representatives; affiliated third parties; and all other persons presently or  
5 formerly acting or purporting to act on its behalf, individually or collectively.

6 E. “COMMUNICATION” shall mean every manner or means of disclosure, transfer, or  
7 exchange of information, whether orally, by document, or in any other manner or whether face to  
8 face or by telephone, mail, personal delivery, facsimile, electronic mail, or otherwise.

9 F. “CONCERNING” shall mean referring to, alluding to, responding to, relating to,  
10 connected with, commenting on, in respect of, about, regarding, discussing, showing, evidencing,  
11 describing, mentioning, reflecting, analyzing, and constituting. A document may concern a certain  
12 person or subject without that person being the sole or even significant topic of that document.

13 G. “DOCUMENT” shall have the same broad meaning as it has in the Code of Civil  
14 Procedure section 2031 and includes documents, papers, books, accounts, letters, photographs,  
15 objects, tape-recordings, and all other tangible things. It specifically includes all originals,  
16 duplicates, drafts, or other recordings of any written, graphic, or otherwise recorded matter, however  
17 produced or reproduced, whether inscribed by hand or by mechanical, electronic, microfilm,  
18 photographic, phonic, or any other means. It includes abstracts; address books; advertisements;  
19 affidavits or statements; agreements; analyses of any kind; appointment books; architectural  
20 blueprints or drawings; balance sheets; bids; billings; blueprints; books or records of account;  
21 brochures; bulletins; calendars; charts; checks and canceled checks; circulars; compilations;  
22 computer cards, runs, and printouts; computer programs and their related data files; computer tapes  
23 and discs; consultants' reports or studies; contracts; correspondence; data processing input and  
24 output; data sheets; desk calendars; diagrams; diaries; digital recordings of any kind; directories;  
25 discs; drawings; electronic mail; estimates; expense account reports; experts' reports or studies;  
26 facsimile transmissions, both outgoing and incoming; financial statements or calculations; graphs;  
27 house publications; income statements; inspection records, sheets, and reports; interoffice and intra-  
28 office communications; invoices; job descriptions or assignments; journals; layouts; ledgers; letters;

1 licenses; lists; magnetic tapes; manuals; maps; memorandums of any kind; microfiche; microfilm;  
2 minutes or records of any kind; movies; notations; notes; notebooks; opinions; organizational charts;  
3 pamphlets; pennits; photographs; pictures; plans; projections; promotional materials; press releases  
4 or clippings; publications; punch cards; procedures; questionnaires and answers to them; quotations;  
5 records and recordings of any kind; renderings; reports of any kind; rework instructions, orders, and  
6 procedures; routing slips; schedules; sound recordings; specifications; statistical analyses;  
7 stenographers' notebooks; studies of any kind, analyses, forecasts, and evaluations; subcontracts;  
8 summaries; surveys; tables, indices, and lists; tabulations; tallies; tapes; telegrams; telephone  
9 messages, telephone logs, and telephone billings and statements; teletype and telex messages; trade  
10 letters; transcripts, minutes, reports, and recordings of telephone or other conversations, interviews,  
11 conferences, committee meetings, or other meetings; undertakings; video tapes; vouchers; and  
12 working drawings, papers, and files.

13 H. "EACH" includes "each and every."

14 I. "INCLUDES" and its derivatives means "includes, but is not limited to," and its  
15 derivatives.

16 J. "PERSON" or "PERSONS" includes individuals, firms, associations, partnerships,  
17 joint ventures, corporations, other business or governmental entities, and all combinations of them.

18 K. "YOU" and "YOURS" refer to you, the Responding Party specified above, and to  
19 any of your predecessors or successors in interest; all entities or identities under which you do or  
20 may have done business; any officers, employees, directors, agents, trustees, and representatives;  
21 and all other persons acting or purporting to act on your behalf, individually and collectively.

22 L. Any pronoun shall mean the masculine, feminine, or neuter gender and the singular  
23 or plural, as in each case may be appropriate.

24 M. The singular form of a word should be construed either disjunctively or conjunctively  
25 as necessary to bring it within the scope of this demand any document that would otherwise be  
26 within the scope of this demand.

27 //

**DOCUMENTS TO BE PRODUCED**

1. All DOCUMENTS identified in YOUR responses to the Specially Prepared Interrogatories served concurrently with this Requests.

2. All DOCUMENTS CONCERNING correspondence, notes, memoranda, contracts, agreements, invoices and documents of any kind from, to, by and/or between YOU and Martin Minster from January 1, 2015, to the present time.

3. All DOCUMENTS CONCERNING correspondence, notes, memoranda, contracts, agreements, invoices and DOCUMENTS of any kind between YOU and any PERSON or entity other than Martin Minster from January 1, 2015 to the present time, relating to the Second Restated Barbara and Martin Minster Family Trust, as Amended and Restated in 2002.

4. All DOCUMENTS CONCERNING correspondence, notes, memoranda, contracts, agreements, invoices and DOCUMENTS of any kind between YOU and any PERSON or entity other than Martin Minster from August 5, 2017 to the present time, relating to the First Amendment of "Survivor's Trust" of The Second Restated Barbara and Martin Minster Family Trust, as Amended and Restated in 2002 and First Amendment to The Second Restated Barbara and Martin Minster Family Trust, as Amended and Restated.

5. All DOCUMENTS CONCERNING any correspondence, notes, memoranda, contracts, agreements, invoices and DOCUMENTS of any kind that YOU prepared on Martin Minster's behalf from January 1, 2015, to the present time.

6. All DOCUMENTS CONCERNING personal calendars and appointment books referencing meetings and/or telephone conferences which YOU had with any PERSON, including but not limited to Martin Minster, from January 1, 2015 until the present time, relating to The Second Restated Barbara and Martin Minster Family Trust, as Amended and Restated in 2002.

7. All DOCUMENTS CONCERNING personal calendars and appointment books referencing meetings and/or telephone conferences which YOU had with any PERSON, including but not limited to Martin Minster, from January 1, 2015 until the present time, relating to The Second Restated Barbara and Martin Minster Family Trust, as Amended and Restated in 2002 and

1 First Amendment to The Second Restated Barbara and Martin Family Trust, as Amended and  
2 Restated.

3 8. All DOCUMENTS CONCERNING personal calendars and appointment books  
4 referencing meetings and/or telephone conferences which YOU had with Sandra Momotiuk.

5 9. All DOCUMENTS CONCERNING personal notes and memoranda made by YOU  
6 from January 1, 2015 until the present time relating to The Second Restated Barbara and Martin  
7 Minster Family Trust, as Amended and Restated in 2002.

8 10. All DOCUMENTS CONCERNING personal notes and memoranda made by YOU  
9 from January 1, 2015 until the present time, relating to the assets of The Second Restated Barbara  
10 and Martin Minster Family Trust, as Amended and Restated in 2002.

11 11. All DOCUMENTS CONCERNING personal notes and memoranda made by YOU  
12 from January 1, 2015 until the present time, relating to the assets owned by Martin Minster.

13 12. All DOCUMENTS CONCERNING monies or other property that you have received  
14 from any PERSON upon their death, whether by way of trust, will, pay-on-death- account, life  
15 insurance, or similar transfer.

16 13. All DOCUMENTS CONCERNING the Second Restated Barbara and Martin  
17 Minster Family Trust, as Amended and Restated in 2002.

18 14. All DOCUMENTS CONCERNING the Second Restated Barbara and Martin  
19 Minster Family Trust, as Amended and Restated in 2002 and First Amendment to The Second  
20 Restated Barbara and Martin Minster Family Trust, as Amended and Restated.

21 Respectfully submitted,

22 LAW OFFICES OF ALFRED ANYIA

23 01-12-22  
24 Dated: December 22, 2021

25   
26 ALFRED O. ANYIA, ESQ.

27 Attorneys for Petitioner, SCOTT IVAN MINSTER,  
28 Beneficiary of the Second Restated Barbara and Martin  
Minster Family Trust, as amended and restated in 2002

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**PROOF OF SERVICE**

**STATE OF CALIFORNIA, COUNTY OF LOS ANGELES**

The undersigned declares as follows:

I am employed in the County of Los Angeles, State of California. I am over the age of 18 and not a party to the within action. My business address is 10545 Burbank Blvd, Suite 126, North Hollywood, CA 91601.

On 01-12-22  
~~12/22/2021~~, I served the foregoing document described as follows:

**SPECIALLY PREPARED INTERROGATORIES PROPOUNDED UPON RESPONDENT NINA KAYELYNN MINSTER BY PETITIONER SCOTT MINSTER;**

on the following persons:

Alex Borden, Esq., alex@bordenlawoffice.com, BORDEN LAW OFFICE, 1518 Crenshaw Blvd, Torrance, CA 90501

☐ **BY FACSIMILE:** I transmitted the attached document via facsimile, after which the machine used to transmit the document produced a conformation sheet indicating that the transmission successfully transmitted all pages of the document to the telephone number(s) listed next to the persons(s) identified above and on the attached service list, if any.

☐ **BY ELECTRONIC TRANSMISSION:** I transmitted the attached document via email to the email address(es) listed next to the person(s) identified above, such that each addressee was sent said document(s) as an attachment to an email, or was emailed a link where the document(s) could be viewed and downloaded.

I accomplished the service listed below as to each person listed above and/or on the attached service list, if any, by placing a true and correct copy of the original in an envelope, sealing it and then addressing it to said person at the afore-mentioned address.

☐ **BY MAIL:** I deposited such envelope(s) in the mail at Los Angeles, California with necessary postage pre-paid thereon.

☐ **BY PERSONAL SERVICE:** I delivered such envelope to the hands, home, or office of the addressee.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that it was executed on the above-noted date at Los Angeles, California.

  
\_\_\_\_\_  
Alfred O. Anyia



**JUN 24 2022**

Sherri R. Carter, Executive Officer/Clerk of Court

By: M. Terra, Deputy

1 NINA MINSTER  
2 7831 LAUREL GROVE AVE  
3 NORTH HOLLYWOOD CA, 91605  
4 Or  
5 670 CINDY CT  
6 CHINO VALLEY AZ, 86323

7  
8 NINA KAYELYN MINSTER aka NATALIE LYNN MINSTER, IN PRO PER

9 **SUPERIOR COURT FOR THE STATE OF CALIFORNIA**  
10 **FOR THE COUNTY OF LOS ANGELES, CENTRAL DISTRICT**

11 In re the Matter of:

12 THE SECOND RESTATED BARBARA  
13 AND MARTIN MINSTER FAMILY  
14 TRUST, AS AMENDED AND  
15 RESTATED IN 2002,

16 -----  
17 SCOTT IVAN MINSTER, Beneficiary of  
18 the Second Restated Barbara and Martin  
19 Minster Family Trust, as amended and  
20 restated in 2002

21 Petitioner,  
22 Vs.

23 NINA KAYELYN MINSTER aka  
24 NATALIE LYNN MINSTER, Individually  
25 and as Successor Trustee of the Second  
26 Restated Barbara and  
27 Martin Minster Family Trust, as amended  
28 and restated in 2002; and DOES 1-20,  
29 inclusive  
30  
31

Respondents.

Case Number: 20STPB07107

**DEFENDANT'S NINA  
KAYELYN MINSTER aka  
NATALIE LYNN MINSTER  
RESPONSES TO PLAINTIFF'S  
REQUEST FOR PRODUCTION  
OF DOCUMENTS;  
SET NO. ONE (1)**

**PROPOUNDING PARTY: PETITIONER SCOTT IVAN MINSTER**

**RESPONDING PARTY: RESPONDENT, NINA KAYELLYNN MINSTER aka  
NATALIE LYNN MINSTER, SUCCESSOR TRUSTEE OF  
THE SECOND RESTATED BARBARA AND MARTIN  
MINSTER FAMILY TRUST, AS AMENDED AND  
RESTATED IN 2002**

**SET NO: ONE (1)**

RESPONDING PARTY hereby answers PROPOUNDING PARTY's Request for  
Production of Documents, Set NO ONE (1):

**RESPONSE TO REQUEST FOR PRODUCTION Request #1**

The production demanded in Request will be allowed in whole. The documents  
requested are in possession of the Defendant and all are not included at this time.  
*Attach copies are what I have currently "RESPONSE TO REQUEST FOR  
PRODUCTION*

**RESPONSE TO REQUEST FOR PRODUCTION Request #2**

The responding party is unable to comply with Request because A diligent search  
and a reasonable inquiry have been made in an effort to comply with this demand. I  
might find the rent signed papers soon.

**RESPONSE TO REQUEST FOR PRODUCTION 3:**

The responding party is unable to comply with Request No. 3 No such Document  
has ever existed

**RESPONSE TO REQUEST FOR PRODUCTION 4:**

The responding party cannot fully comply with Request No. 4 A diligent search and  
a reasonable inquiry have been made in an effort to comply with this demand.

**RESPONSE TO REQUEST FOR PRODUCTION 5:**

The responding party cannot fully comply with Request No. 5 A diligent search and  
a reasonable inquiry have been made in an effort to comply with this demand.



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RESPONSE TO REQUEST FOR PRODUCTION 6:

The responding party cannot fully comply with Request No. 6 Has never Existed

RESPONSE TO REQUEST FOR PRODUCTION 7:

The responding party cannot fully comply with Request No. 7 A diligent search and a reasonable inquiry have been made in an effort to comply with this demand

RESPONSE TO REQUEST FOR PRODUCTION 8:

The responding party cannot fully comply with Request No. 8 Because it Has Never Existed or Been Lost or Misplaced or Has Never Been

RESPONSE TO REQUEST FOR PRODUCTION 9:

The responding party cannot fully comply with Request No. 9 Because it Has Never Existed or Been Lost or Misplaced or Has Never Been

RESPONSE TO REQUEST FOR PRODUCTION 10:

The responding party cannot fully comply with Request No. 10 Because it Has Never Existed or Been Lost or Misplaced or Has Never Been

RESPONSE TO REQUEST FOR PRODUCTION 11:

The responding party cannot fully comply with Request No. 11 Because it Has Never Existed or Been Lost or Misplaced or Has Never Been

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3 RESPONSE TO REQUEST FOR PRODUCTION 12:

4 The production demanded in Request will be allowed in whole. The documents  
5 requested are in possession of the Defendant and all are not included at this time.  
6 Keystone law group had requested this and Scott Minster should have received all from  
7 them to share with Mr. Anyia A diligent search and a reasonable inquiry have been  
8 made in an effort to comply with this demand.

9 RESPONSE TO REQUEST FOR PRODUCTION 13:

10 The responding party cannot fully comply with Request No. 13 Because it Has Never  
11 Existed or Been Lost or Misplaced or Has Never Been as I am not sure what you want.  
12

13 RESPONSE TO REQUEST FOR PRODUCTION 14:

14 The responding party cannot fully comply with Request No. 14 Because it Has Never  
15 Existed or Been Lost or Misplaced or Has Never Been as I am not sure what you want.  
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24 I declare under penalty of perjury under the laws of the State of California that the  
25 foregoing is true and correct.

26 Dated: 6/14/2022

27   
28 NINA KAYELYNN MINSTER  
29 aka NATALIE LYNN MINSTER  
30  
31

EXHIBIT 132

Hearing Information: 1/20/2021 8:30 AM

Assigned for all purposes to: May, Gus T., Judicial Officer: Stanley Mosk Dept. - 2D

Joshua D. Taylor, SBN 217367  
joshua@keystone-law.com  
Hila Golchet, SBN 295452  
hila@keystone-law.com  
Daniel J. Matloubian, SBN 318355  
daniel@keystone-law.com  
KEYSTONE LAW GROUP, P.C.  
11300 W. Olympic Blvd., Suite 910  
Los Angeles, California 90064  
Tel: 310.444.9060  
Fax: 310.444.9092

Attorneys for Petitioner,  
SCOTT MINSTER, Beneficiary of the Second  
Restated Barbara and Martin Minster Family Trust,  
as amended and restated in 2002

IN THE SUPERIOR COURT OF THE STATE OF CALIFORNIA  
COUNTY OF LOS ANGELES, CENTRAL DISTRICT

In re the Matter of:

THE SECOND RESTATED BARBARA  
AND MARTIN MINSTER FAMILY  
TRUST, AS AMENDED AND  
RESTATED IN 2002

SCOTT IVAN MINSTER, Beneficiary of the  
Second Restated Barbara and Martin Minster  
Family Trust, as amended and restated in 2002,

Petitioner

v.

NINA KAYELLYNN MINSTER aka NATALIE  
LYNN MINSTER, individually and as Successor  
Trustee of the Second Restated Barbara and Martin  
Minster Family Trust, as amended and restated in  
2002; and DOES 1-20, inclusive

Respondents.

Case No. 20STPB07107

**PETITION:**

- 1) TO DETERMINE THE VALIDITY OF  
THE PURPORTED FIRST  
AMENDMENT TO THE TRUST;**
- 2) FOR FINANCIAL ELDER ABUSE;**
- 3) FOR REMOVAL OF RESPONDENT  
AS TRUSTEE AND APPOINTMENT  
OF PETITIONER AS SUCCESSOR  
TRUSTEE**

[Probate Code §§ 15642, 17200, 21380; Welfare  
and Institutions Code §§ 15610, 15610.27, and  
15657.5; and Civil Code §§ 2224 and 3294]

Date:  
Time:  
Dept.:  
Judge:

Petitioner Scott Ivan Minster ("Scott" or "Petitioner"), as the son of Decedents Martin Minster

Case No.

1

PETITION TO DETERMINE THE VALIDITY OF THE PURPORTED FIRST AMENDMENT TO THE  
TRUST; FOR FINANCIAL ELDER ABUSE; REMOVAL OF TRUSTEE; ETC.

1 (“Decedent” or “Marty”) and Barbara Minster (“Barbara”) and a beneficiary of the Second Restated Barbara  
2 and Martin Minster Family Trust, as amended and restated in 2002 (the “Trust”), seeks an order: (1)  
3 invalidating the purported First Amendment to “Survivor’s Trust” of the Second Restated Barbara and  
4 Martin Minster Family Trust, as amended and restated in 2002 and First Amendment to Second Restated  
5 Barbara and Martin Minster Family Trust, as amended and restated in 2002 (the “First Amendment”); (2)  
6 finding that Respondent Nina Kayelynn Minster aka Natalie Lynn Minster (“Respondent” or “Nina”) had  
7 committed financial elder abuse against Decedent; and (3) for removal of Nina as trustee of the Trust and  
8 appointing Petitioner as successor trustee of the Trust. As such, Petitioner alleges as follows:

### 9 **FACTUAL BACKGROUND**

#### 10 **A. The Barbara and Martin Minster Family Trust**

11 1. On or about August 21, 1994, Marty, along with his then living wife, Barbara Minster  
12 (collectively “Settlors”), executed the Barbara and Martin Minster Family Trust. Settlors amended and  
13 restated the Barbara and Martin Minster Family Trust on October 10, 2002.

14 2. On November 16, 2007, Settlors executed the Second Restated Barbara and Martin Minster  
15 Family Trust, as amended and restated in 2002 (the “Trust”). A true and correct copy of the Trust is attached  
16 hereto as **Exhibit 1** and incorporated by reference.

17 3. Settlors had two children together: Petitioner and Respondent. In addition to the children of  
18 both settlors, Marty had other children, including but not limited to, Michael Duncan.

19 4. The Trust provided that upon the death of first Settlor, the Trust estate was to be divided into  
20 various shares/subtrusts, including: the Survivor’s Share/Survivor’s Trust, the Marital Deduction  
21 Share/QTIP, and the Nonmarital Share/Bypass Trust. **Ex. 1**, Article 5, para. 3.

22 5. The Survivor’s Share was to consist of the portion of the Trust estate consisting of the  
23 surviving settlor’s one-half interest in the Settlor’s community property and the surviving settlor’s separate  
24 property. **Ex. 1**, Article 5, para. 3(a). The Survivor’s Share was to be allocated to the Survivor’s Trust. **Ex.**  
25 **1**, Article 5, para. 3(b). The Survivor’s Trust was to remain revocable during the life of the surviving settlor.  
26 **Ex. 1**, Article 3, para. 2.

27 6. The Nonmarital Share was to consist of all assets not allocated to the Survivor’s Share or the  
28

1 Marital Deduction Share, i.e. the deceased settlor's separate property and one-half of the Settlor's  
2 community property. **Ex. 1**, Article 5, para. 3(e). Because the value of the Trust estate was under the federal  
3 estate tax exemption threshold for the year of the Deceased Settlor's death, the Marital Deduction Share /  
4 QTIP were unfunded and the Nonmarital Share was to be allocated exclusively to the Bypass Trust. **Ex. 1**,  
5 Article 5, para. 3(f).

6 7. **The Bypass Trust was to become irrevocable and not subject to amendment upon the**  
7 **death of the Deceased Settlor.** Article 3, paragraph 3.2 of the Trust states: "After the death of the deceased  
8 settlor, the surviving settlor may at any time amend, revoke, or terminate, in whole or in part, the Survivor's  
9 Trust. All other trusts shall become irrevocable and shall not be subject to amendment after the death of the  
10 deceased settlor."

11 8. Upon the death of the surviving settlor, the assets of the Bypass Trust were to be distributed  
12 outright to Petitioner. **Ex. 1**, Article 6, para. 4.

13 9. The surviving settlor had a general power of appointment over the assets of the Survivor's  
14 Trust to direct the distribution of the assets of the Survivor's Trust upon his death. **Ex. 1**, Article 6, para.  
15 1(d). If the surviving settlor failed to exercise their general power of appointment, upon the surviving  
16 settlor's death, the assets of the Survivor's Trust would also be distributed to Scott. **Ex. 1**, Article 6, para.  
17 1(f). Upon information and belief, the Decedent as the surviving settlor, never exercised this power of  
18 appointment.

19 10. Moreover, Article 1, paragraph 6 of the Trust states:

20  
21 **"The settlors have intentionally failed to provide herein for their**  
22 **daughter, NATALIE LYNN MINSTER, or her heirs, and they**  
23 **specifically disinherit her and her heirs, from taking from this trust."**  
24 **Ex. 1**, Article 1, para. 6. (Emphasis added)

25 11. Settlers named themselves as the initial trustees of the Trust. **Ex. 1**, Preamble. Upon the first  
26 settlor's death, the surviving settlor was to act as the sole trustee. **Ex. 1**, Article 7, para. 2. However, if Marty  
27 was the surviving settlor, Marty was required to consult with Scott "as to all financial matters regarding real  
28 property and financial investments, including but not limited to stocks and bonds." **Ex. 1**, Article 7, para. 2.  
After consulting with Scott, if there was a disagreement between Marty and Scott, Marty had the sole right

1 to make any final decisions. **Ex. 1**, Article 7, para. 2.

2 12. Upon the surviving trustee's death or incapacity, the Trust named Petitioner as the first  
3 successor trustee. **Ex. 1**, Article 7, para. 4.

4 13. Further the Trust states that **“[n]otwithstanding any other provision in this instrument,**  
5 **in no event shall NATALIE LYNN MINSTER...be appointed to serve as trustee.”** **Ex. 1**, Article 7,  
6 para. 6. (Emphasis added)

7 14. Regrettably, Barbara died on January 15, 2009. Pursuant to Article 7, paragraph 2 of the  
8 Trust, upon her death, Marty became the sole trustee of the Trust. The Bypass Trust became irrevocable at  
9 this time.

10 15. Scott is informed and believes and thereupon alleges that Marty, as trustee, failed to divide  
11 the Trust estate into the Survivor's Share and the Nonmarital Share and allocate the shares to the  
12 Survivor's Trust and Bypass Trust, as required by the Trust.

13 16. Although Marty failed to divide the assets of the Trust into subtrusts, upon Barbara's death,  
14 the subtrusts' interest in the Trust's asset vested and the terms of the Bypass Trust became irrevocable.

15 17. Scott is informed and believes and thereupon alleges that as of Barbara's date of death, the  
16 Trust assets included, but were not limited to, the real property commonly referred to as 7831 Laurelgrove  
17 Avenue, North Hollywood, CA 91605<sup>1</sup> (the "Residence"), a property located at 2790 W Hardy Lane  
18 Pahrump, Nevada 89048, another property located at 790 Shady Lane, Parhump, Nevada 89060, the  
19 Settlers' personal property, and significant liquid assets. Scott is informed and believes that all of said  
20 assets were the Settlers' community property.

21 **B. Respondent's Estranged Relationship with Her Parents**

22 18. From an early age, Respondent struggled with drug abuse and would spend money  
23 recklessly. As a result, she often struggled with serious financial debt, leading to filing for bankruptcy on  
24

25 <sup>1</sup> The Residence is legally described as:

26 LOT 12, TRACT 13907, IN THE CITY OF LOS ANGELES, COUNTY OF LOS ANGELES, STATE OF  
27 CALIFORNIA, AS PER MAP RECORDED IN BOOK 328 PAGE 20 OF MAPS, IN THE OFFICE OF  
THE COUNTY RECORDER OF SAID COUNTY.

28 APN: 2309-005-016

four different occasions and being evicted from her apartment, after moving out of Settlor's home.

19. However, Settlor's ultimately decided to disinherit their daughter following a violent altercation that occurred between Respondent and Barbara in or about Spring of 2007. Scott is informed and believes that, at or around that time, Respondent was abusing drugs while living with her parents at their residence. She had incurred an approximately \$12,000 to \$15,000 credit debt for which she was demanding that her mother pay. After Barbara refused to pay Respondent's significant credit card debt, Respondent proceeded to chase her mother around the house with a hammer. Following this incident, Settlor's insisted that Respondent move out of their home.

20. In early 2011, several years after Barbara had passed away, Respondent was evicted from her apartment. As a result, she begged Marty to move back into the residence. However, despite Scott's efforts to convince Marty to allow his daughter to move back in, Marty refused. Instead, he said, "I want nothing to do with her. She was disinherited for a reason." As such, Scott assisted Respondent with moving her belongings to a new location.

### **C. Marty's Vulnerable State**

21. With only a sixth-grade education, and as a truck driver for most of his life, Marty lacked sophistication in financial, legal and business matters. As a result, prior to Barbara's death, Marty relied on his wife to handle their finances, including paying their bills and managing their investments.

22. In or around late 2014 to early 2015, Marty experienced a significant health decline and required hip surgery. Scott is informed and believes that, after Marty's hip surgery, Marty was required to stay in a convalescent hospital. Around that time, and despite the fact that Marty did not want anything to do with his daughter, Respondent moved into to the Residence and upon information and belief, began living there rent free. Scott is informed and believes that, when Marty was able to return home, he no longer had the physical strength, ability, or mental capacity to force Respondent out of his residence, as he had done in the past.

23. Scott is informed and believes that, by 2015, Marty was approximately eighty (80) years old and was suffering from diabetes, high blood pressure and declining cognitive abilities, including but not limited to, early onset dementia, acute difficulties with his memory, ability to think logically, and ability to



maintain logical conversations. Marty had begun to exhibit symptoms of both acute short-term and long-term memory. Additionally, Scott is informed and believes that Marty was taking painkillers to cope with the pain resulting from his hip surgery, which exacerbated Marty's overall cognitive decline.

24. Often, Respondent would repeatedly complain of Marty's cognitive decline. When visiting Scott on special occasions, she would frequently make statements like, "He [Marty] doesn't understand anything," "I can't talk to him," and "I hate him."

**D. Respondent Takes Control of Marty's Life and Thereafter Unduly Influences Marty into Executing the First Amendment**

25. Scott is informed and believes that, in late 2014 or early 2015, after Respondent had been evicted and moved into the Residence, Respondent began controlling Marty's assets.

26. Due to his health conditions and diminished capacity, upon his return to the Residence, Marty had become increasingly vulnerable, mentally, physically and emotionally. Marty also became increasingly dependent on Respondent during this time to assist him with his routine aspects of his daily life, including, but not limited to, cooking, cleaning, shopping, and assistance with medications. Due to his condition, Marty also could no longer drive, so he became dependent on Respondent to take him to his doctor's appointments. From this time until his death, Respondent acted as Marty's live-in caregiver.

27. Around this time, Respondent also began taking advantage of Marty's lack of financial sophistication to exert control over the Trust's assets. Scott is informed and believes that in March 2016, Respondent convinced Marty to get a reverse mortgage on the Residence. Attached hereto as **Exhibit 2** is a true and correct copy of the March 29, 2016 Deed of Trust for the reverse mortgage. From 2015 through 2019, Respondent also began selling Barbara's personal property, rightfully belonging to the Trust, on ebay through her personal account, "twotimerkiss". A true and correct copy of ebay listings by Respondent of Barbara's personal property is attached hereto as **Exhibit 3** and incorporated by reference.

28. Furthermore, beginning in or around 2015, Nina began isolating Marty from his family and friends, including Scott. Scott is informed and believes that Respondent would rarely allow Marty to speak on the phone. Scott is informed and believes that, whenever Marty's friend or family would call the house to speak with him, Respondent would tell them Marty did not have any friends or family and did not want

1 to speak with them and to stop calling. Furthermore, despite Scott's demand that 24-hour care be hired for  
2 Marty, Scott is informed and believes that Respondent would leave Marty unattended for several hours at a  
3 time.

4 29. Prior to Decedent's death, Respondent would often complain to her father that, since she had  
5 financial difficulties and Scott was employed, she should receive the entirety of the Trust estate. From 1995  
6 through 2015, Respondent filed for bankruptcy four times, with the most recent time being in 2015, around  
7 the time that she began living with Marty. Scott is informed and believes that as a result, Respondent  
8 recruited Marty's estate planner, Sandra J. Momotiuk ("Sandra") to help her unduly influence Marty into  
9 disinheriting Scott and naming Respondent as the sole beneficiary of the Trust.

10 30. Although Sandra was the Settlor's estate planning attorney, Sandra also had a separate and  
11 ongoing relationship with Respondent that dated back over twenty years. In 1995 and again in 2004, Sandra  
12 represented Respondent in Respondent's bankruptcy actions.

13 31. Scott is informed and believes that, in exchange for Sandra's assistance with her scheme,  
14 Respondent agreed to manipulate Marty into adding Sandra as a contingent beneficiary of the Trust estate  
15 and receive a higher fee for acting as the trustee's attorney-in-fact.

16 32. At the time, Sandra had never even been mentioned in any of the Settlor's prior Trust  
17 documents in any capacity.

18 33. Upon information and belief, Respondent actively participated in the procurement of the First  
19 Amendment by arranging for Marty to meet with Sandra on August 5, 2017, driving Marty to the  
20 appointment with Sandra, and directing Sandra to draft the First Amendment – which fully disinherited  
21 Scott and made Nina the sole beneficiary and Sandra herself a contingent beneficiary of the Trust.

22 34. Thereafter, with Sandra's assistance, and as a result of Respondent's undue influence, on  
23 August 5, 2017, Marty purportedly executed the First Amendment. A true and correct copy of the First  
24 Amendment is attached hereto as **Exhibit 4** and incorporated herein by reference.

25 **E. Pertinent Terms of the First Amendment**

26 35. The First Amendment purported to amend, both, the Survivor's Trust, **and the irrevocable**  
27 **Bypass Trust**, as follows:

- 1 a. Scott is intentionally and specifically disinherited from taking under the Trust and  
2 Survivor's Trusts. **Ex. 4**, Article D, para. 1.
- 3 b. Upon the death of the surviving settlor, the trustee will distribute all the assets of the  
4 Bypass Trust to Nina. **Ex. 4**, Article D, para. 3. If Nina, Francis, or Gayle do not survive  
5 the surviving settlor, the trustee shall distribute the property to **Sandra**. **Ex. 4**, Article D,  
6 para. 3. (Emphasis added).
- 7 c. Upon the death of the first settlor, if Marty is the surviving settlor, he shall act as sole  
8 trustee and is no longer required to consult with Scott regarding the financial matters of  
9 the Trust. **Ex. 4**, Article D, para. 5.
- 10 d. Nina is named the successor trustee of the Trust upon Marty's death or incapacity. **Ex.**  
11 **4**, Article D, para. 6. If Nina, Francis and Gayle do not survive the surviving settlor,  
12 Sandra is named as the successor trustee. **Ex. 4**, Article D, para. 6.
- 13 e. Scott is prohibited from acting as trustee of the Trust. **Ex. 4**, Article D, para. 7.
- 14 f. Upon the surviving settlor's death, the Residence, or any proceeds of the sale thereof,  
15 shall be distributed to Nina. **Ex. 4**, Article D, para. 8. If Nina, Francis, or Gail do not  
16 survive the surviving settlor, the Residence or proceeds of the sale thereof, shall be  
17 distributed to Sandra or her estate. **Ex. 4**, Article D, para. 8.
- 18 g. Marty's "attorney-in-fact shall be entitled to reasonable compensation for the services  
19 rendered in the execution of any of the powers conferred by [Marty] in this Power.  
20 Reasonable compensation shall be interpreted as being at least \$30.00 per hour for  
21 services rendered, with a total amount of said compensation to be at least 1% of the gross  
22 amount of the Trust estate. **However, Sandra J. Momotiuk, Esq. shall receive her**  
23 **hourly rate of \$300.00 per hour for legal services and \$70.00 per hour for other**  
24 **services."**
- 25 h. It is Marty's intent that Scott receives nothing from his estate, except for the maximum  
26 of \$100.00 from any portion of the estate.

27 ///

1       **F. Marty's Testamentary Intent**

2           36.     The terms of the First Amendment were a complete reversal from the estate plan Barbara  
3 and Marty had in place for more than fifteen (15) years. The terms set forth in the First Amendment were  
4 not only wholly inconsistent with Marty's longstanding testamentary intent as expressed both in writing  
5 pursuant to in the original restated Trust documents and verbally to Scott on multiple occasions – but these  
6 new terms represented *the exact opposite* of Marty's past intent.

7           37.     From after Barbara's death through the date of his death, Marty confirmed his testamentary  
8 intent to leave all his assets to Scott on a minimum of four separate occasions, **one of which was after the**  
9 **purported execution of the First Amendment.**

10          38.     In or around 2007, Scott was informed by Settlers why and when Respondent was originally  
11 disinherited. As set forth above, in or around 2011, following Scott's attempt to convince Marty to allow  
12 Respondent to move back in, Marty confirmed his desire to keep Respondent disinherited.

13          39.     In 2015, before Marty's hip surgery, Marty and Scott discussed executing a durable power  
14 of attorney ("POA") for Marty to provide Scott with the ability to manage the Trust assets should Marty  
15 lose capacity during or following his surgery. Ultimately, although Marty decided a POA was not necessary  
16 because he misunderstood Scott's intentions, Marty told Scott that he "was going to inherit all of the Trust  
17 assets anyway."

18          40.     Lastly, on or about June 16, 2019 – after the execution of the purported First Amendment –  
19 Scott, along with his cousin Shawn Kaye ("Shawn"), and Shawn's wife went to Marty's house for Father's  
20 Day to visit Marty. Marty appeared in poor health condition; he was bedridden, frail, and expressed that he  
21 felt nauseated.

22          41.     During that meeting Marty made it clear to Shawn, Scott, and Shawn's wife that Marty had  
23 not made any changes to the Trust and that Scott was to inherit everything. Marty never mentioned his  
24 purported execution of the First Amendment or any desire to make Respondent or Sandra a beneficiary to  
25 his Trust in any capacity.

26          42.     Pursuant to Marty's "no-nonsense" and straightforward personality, Scott is informed and  
27 believes that, on or about June 16, 2019, Marty would have had no desire or reason to lie about his  
28

1 testamentary intent.

2 43. Following their conversation on June 27, 2019, Shawn wrote a letter to Marty confirming  
3 what Marty had told them. A true and correct copy of the June 27, 2019 Letter is attached hereto as **Exhibit**  
4 **5** and incorporated herein by reference.

5 44. Scott is informed and believes and thereupon alleges that at the time of the execution of the  
6 First Amendment, Marty did not know or understand what he was signing.

7 **G. Nina Conceals the Existence of the First Amendment and Marty's Death and Attempts to**  
8 **Sell the Residence**

9 45. On or around July 6, 2019, upon learning of Nina's efforts to sell Barbara's personal  
10 property on eBay, coupled with his knowledge of Marty's diminished capacity and inability to speak with  
11 his father, Scott becomes suspicious of Nina's undue influence over Marty. Thereafter, Scott sent a letter to  
12 Marty that explained his concerns and formally requested an accounting of the irrevocable Trust assets  
13 pursuant to Probate Code section 16060.

14 46. In response, Sandra wrote a letter to Scott stating that Marty's nurses and staff have not  
15 complained about Marty's capacity, and that instead, Scott should "cease and desist forthwith any attempts  
16 to contact Marty. Sandra thereafter refused to provide Scott an accounting on Marty's behalf, in violation  
17 of Probate Code section 16060.

18 47. In response to Scott's concerns of Nina's undue influence, Sandra claimed that Nina had  
19 reconciled her relationship with her father. At no point during her correspondence with Scott did Sandra  
20 disclose the existence of the First Amendment. Scott is informed and believes Sandra intentionally  
21 concealed the existence of the First Amendment and attempted to further isolate Marty from Scott to conceal  
22 Sandra and Nina's self-serving scheme.

23 48. Marty regrettably passed away on March 16, 2020, at the age of 85.

24 49. Respondent did not notify anyone that Marty had been hospitalized or terminally ill prior to  
25 his death.

26 50. Furthermore, following Marty's death, Scott is informed and believes that other than Sandra,  
27 Respondent did not tell any family members, including Scott and Marty's sister Francis Griffin, that Marty  
28

1 had passed way.

2 51. Instead, in or around early August 2020, Respondent executed a purchase agreement in an  
3 attempt to wrongfully sell the Residence.

4 52. Scott is informed and believes that a sale of the Residence is pending and the property is  
5 currently in escrow.

6 53. It was not until, August 18, 2020, five months after Marty's death, that Sandra notified Scott  
7 of his father's passing.

8 54. To date, Scott has not been informed whether his father had a proper burial or funeral.

9 **STANDING**

10 55. Pursuant to California Probate Code Section 17200(a), Scott is a beneficiary of the Trust as  
11 amended and restated in 2002, which Scott contends is the most recent valid Trust instrument, and a person  
12 interested in the proper administration of the Trust.

13 **JURISDICTION AND VENUE**

14 56. This probate court has exclusive subject matter jurisdiction of proceedings concerning the  
15 internal affairs of the Trust. *See* Prob. C. § 17000(a).

16 57. This Court has jurisdiction for all purposes over the Trust pursuant to Probate Code sections  
17 17000, 17002, 17003, 17004, since the principal place of administration of the Trust is the is in the County  
18 of Los Angeles, State of California. This Court is the proper venue for this proceeding, pursuant to Probate  
19 Code section 17005(a)(1), as Los Angeles is the County in which the principal place of administration of  
20 the Trust is located.

21 **FIRST CAUSE OF ACTION**

22 **To Invalidate the First Trust Amendment**

23 **[Probate Code § 17200]**

24 58. Scott realleges and fully incorporates by reference all of the above allegations.

25 **A. The First Amendment is Invalid as a Matter of Law as the Bypass Trust Became Irrevocable**  
26 **Upon Barbara's Death**

27 59. The First Amendment is invalid as a matter of law to the extent it attempts to amend the  
28

1 terms of the Bypass Trust.

2 60. The nature and extent of the rights retained by the trustor are to be measured by the four  
3 corners of the instrument. *Crook v. Contreras* (2002) 95 Cal.App.4th 1194, 1206. A surviving trustor lacks  
4 the power to amend or modify the trust instrument, where the trust instrument unambiguously states that the  
5 trust becomes irrevocable and shall not be subject to amendment on the death of either trustor. *Id.* at 1026-  
6 1208.

7 61. Here, pursuant to the terms of the Trust, upon Barbara's death in 2009, the Bypass Trust was  
8 to be funded with Barbara's one-half share of the community property and her separate property. Despite  
9 the fact that Marty failed to fund the Bypass Trust, pursuant to Article 5, paragraph 2 of the Trust, the Bypass  
10 Trust had a vested interest in the their respective share of the Trust Estate upon Barbara's death.

11 62. Furthermore, pursuant to Article 3 paragraph 2 of the Trust, upon Barbara's death, the Bypass  
12 Trust became irrevocable.

13 63. As such, when Marty purportedly executed the First Amendment, he lacked the authority to  
14 amend the terms of Bypass Trust. Therefore, the First Amendment is invalid as a matter of law to the extent  
15 it purports to amend the Bypass Trust.

16 **B. Lack of Capacity**

17 64. Scott is informed, believes, and thereon alleges that, at the time the purported First  
18 Amendment was executed, Marty was not of sound and disposing mind as he suffered from defects in his  
19 mental functions, including but not limited to, memory difficulties, alertness and attention, information  
20 processing, and thought processes, which significantly impaired his ability to understand: (i) the rights,  
21 duties, and responsibilities created by, or affected by, his execution of the purported First Amendment, (ii)  
22 the probable consequences for Decedent and the persons affected by his execution of the purported First  
23 Amendment, or (iii) the significant risks, benefits, and reasonable alternatives involved in his execution of  
24 the purported First Amendment. Prob. C. §§ 810-812; *Anderson v. Hunt* (2011) 196 Cal.App.4th 722, 728-  
25 731; *Lintz v. Lintz* (2014) 222 Cal.App.4th 1346, 1352-53.

26 65. As set forth above, Scott is informed, believes, and thereon alleges that at the time of its  
27 alleged execution, Marty was approximately eighty (80) years old and was suffering from diabetes, high  
28

1 blood pressure and declining cognitive abilities, including, but not limited to, early onset dementia, acute  
2 difficulties with his memory, ability to think logically, and ability to maintain logical conversations. Marty  
3 had begun exhibiting symptoms of both acute short-term and long-term memory. Additionally, Scott is  
4 informed and believes that Marty was taking painkillers to cope with the pain resulting from his hip surgery,  
5 which exacerbated Marty's overall cognitive decline.

6 66. Respondent would consistently acknowledge Marty's cognitive decline. When Respondent  
7 would see Scott at birthdays and holidays, she would frequently tell Scott, "He [Marty] doesn't understand  
8 anything"; "I can't talk to him, I hate him."

9 67. Furthermore, on June 16, 2019, after the purported First Amendment was executed, Marty  
10 confirmed with Scott that he had not made any changes to his estate plan and that Scott would inherit the  
11 entirety of the Trust estate.

12 68. Marty clearly did not comprehend that he had purportedly executed the First Amendment to  
13 the Trust or alternatively, Marty did not understand or appreciate the legal effect, consequence, rights and  
14 duties created by or affected by executing the First Amendment.

15 69. Scott therefore requests an order rescinding and nullifying the purported First Amendment  
16 in its entirety, based on the lack of mental capacity of the Decedent at the time of its execution.

17 **C. The First Amendment Is Presumptively the Product of Undue Influence and Fraud Pursuant**  
18 **to Probate Code Section 21380**

19 70. Pursuant to Probate Code section 21380, "[a] provision of an instrument making a donative  
20 transfer to any of the following persons is presumed to be the product of fraud or undue influence. ... (1) A  
21 person who drafted the instrument. Further, "with respect to a donative transfer to the person who drafted  
22 the donative instrument . . . the presumption created by this section is conclusive."

23 71. Here, Sandra clearly satisfies the first prong of section 21380 as she was the attorney who  
24 drafted the First Amendment and in so doing, she herself receives a donative transfer.

25 72. Indeed, after never before appearing in any of the Settlor's estate plans, the First Amendment  
26 suddenly provides that Sandra is to be the residual beneficiary of the entire Trust estate should Nina, Francis  
27 and Gayle fail to survive the surviving settlor.



1           73.     Additionally, the First Amendment specifically provides that Sandra is to receive \$300.00  
2 per hour if she is to act as Marty’s attorney-in-fact – ten times more than the amount that is identified by the  
3 First Amendment to be “reasonable” compensation for such services.

4           74.     Upon information and belief, no Certificate of Independent Review was obtained in  
5 connection with the First Amendment.

6           75.     Based upon the foregoing, the First Amendment clearly attempts to make a donative transfer  
7 to the drafter of the instrument. As such, there is a conclusive presumption that the First Amendment was  
8 the product of fraud and undue influence.

9           76.     The result of Sandra’s undue influence and fraud over Marty is inequitable. Sandra took  
10 advantage of her client’s fragile and vulnerable state, and deceived Marty into making Sandra a contingent  
11 beneficiary of the Trust when she would otherwise be entitled to nothing.

12           77.     Based on the foregoing, Scott requests that the Court issue an order declaring that the First  
13 Amendment is invalid and is of no legal force and effect.

14           **D. A Common Law Presumption of Undue Influence Also Exists**

15           78.     Furthermore, the purported First Amendment was executed as a direct result of undue  
16 influence exerted by Nina over Marty, and that the First Amendment, which is the product of such undue  
17 influence, should be deemed invalid. Prob. C. § 86; Welf. & Inst. C. § 15610.70; *Estate of Molera* (1972)  
18 23 Cal.App.3d 993, 1001, citing *Estate of Webster* (1941) 43 Cal.App.2d 6, 15-16.

19           79.     As set forth above, in or around early 2015, after Marty’s hip surgery, Decedent became  
20 increasingly vulnerable, mentally, physically and emotionally. Marty also became increasingly dependent  
21 on Respondent during this time to assist him with his routine aspects of his daily life, including, but not  
22 limited to, cooking, cleaning, shopping, and assistance with medications. Due to his condition, Marty also  
23 could no longer drive, so he became dependent on Respondent to take him to his doctor’s appointments.  
24 From this time until his death, Respondent acted as Marty’s caregiver.

25           80.     Around this time, Respondent also began taking advantage of Marty’s lack of financial  
26 sophistication to exert control over the Trust’s assets. Scott is informed and believes that in March 2016,  
27 Respondent convinced Marty to get a reverse mortgage on the Residence. *See Exhibit 2*. From 2015 through  
28

1 2019, Respondent also began selling Barbara's personal property, rightfully belonging to the Trust, on eBay  
2 through her personal account, "twotimerkiss." See **Exhibit 3**.

3 81. Furthermore, beginning in or around 2015, Respondent began isolating Marty from his  
4 family and friends, including Scott and Shawn. Respondent would not allow Marty to speak on the phone,  
5 and anytime Marty's friend or family would call the house, she would tell them Marty did not want to speak  
6 with them and to stop calling. Scott is informed and believes that Respondent would leave Marty unattended  
7 for several hours at a time.

8 82. Scott is informed and believes that Respondent resented the fact that she had been  
9 disinherited and Scott would receive entirety of the Trust estate. Respondent began struggling with drug  
10 addiction at an early age, which led to issues financially. From 1995 through 2015, Respondent filed for  
11 bankruptcy four times, with the most recent time being in 2015, just as she began living with Marty. Scott  
12 is informed and believes that as a result, Respondent recruited Marty's estate planner, Sandra, to help her  
13 unduly influence Marty into disinheriting Scott and naming Respondent as the sole beneficiary of the Trust.

14 83. Although Sandra was the Settlers' estate planning attorney, Sandra also had a separate  
15 relationship with Respondent that dated back over twenty years. In 1995 and again in 2004, Sandra  
16 represented Respondent in Respondent's bankruptcy actions.

17 84. Scott is informed and believes that, in exchange for Sandra's assistance with her scheme,  
18 Respondent agreed to unduly influence Marty into adding Sandra as a contingent beneficiary of the Trust  
19 estate and receive a higher fee for acting as the trustee's attorney-in-fact. At the time, Sandra had never even  
20 been mentioned in any of the Settlers' prior trust documents in any capacity.

21 85. Moreover, while the person challenging the testamentary instrument ordinarily has the  
22 burden of proving undue influence, in certain circumstances, "a presumption of undue influence may arise,  
23 shifting to the proponent of the disposition the burden of proving by a preponderance of the evidence that  
24 the donative instrument was *not* procured by undue influence." *David v. Hermann* (2005) 129 Cal. App.4th  
25 672, 684, (*quoting Conservatorship of Davidson* (2003) 113 Cal.App.4th 1035, 1059). A presumption of  
26 undue influence "arises upon the challenger's showing that (1) the person alleged to have exerted undue  
27 influence had a confidential relationship with the testator; (2) the person actively participated in procuring  
28

1 the instrument's preparation or execution; and (3) the person would benefit unduly by the testamentary  
2 instrument." *Id.* (quoting *Rice v. Clark* (2002) 28 Cal.4th 89, 97).

3 86. Here, the presumption of undue influence arises because Decedent was increasingly  
4 dependent on Respondent to assist him with routine aspects of his daily life, including but not limited to  
5 cooking, cleaning, shopping, assisting with his medications, driving him around and assisting with his  
6 finances. Scott is informed and believes that Respondent assisted Marty with these tasks as Marty's  
7 caregiver. As such, she had a confidential relationship with Marty.

8 87. Respondent actively participated in the procurement of the First Amendment by arranging  
9 for Marty to meet with Sandra on August 5, 2017, driving Marty to the appointment with Sandra, and  
10 discussing directly with Sandra the proposed terms and purpose of the First Amendment – to disinherit Scott  
11 and make Respondent the sole beneficiary of the Trust. Thereafter, with Sandra's assistance, and because  
12 of Respondent's undue influence, on August 5, 2017, Marty purportedly executed the First Amendment.

13 88. Finally, as set forth above, Respondent and Sandra clearly unduly benefit from the First  
14 Amendment. The First Amendment provides Respondent with the entirety of the Trust estate, whereas she  
15 was previously completely disinherited. It named Respondent as successor trustee whereas before she was  
16 specifically listed as someone who should never serve as successor trustee. And the First Amendment also  
17 names Sandra as a contingent beneficiary whereas she was not mentioned in any of the Settlor's previous  
18 estate plans and has no relation to the Settlor. Such dispositions were a significant departure from Marty's  
19 prior estate plan and his testamentary intent to disinherit Respondent and leave everything to Scott, which  
20 he confirmed on multiple occasions. Should the First Amendment not have existed, Respondent would not  
21 have a beneficial interest in Marty's Trust estate. Furthermore, there is no evidence that Marty ever intended  
22 to make Sandra a beneficiary to his Trust in any capacity.

23 89. Likely aware of the immediate alarm bells that their conduct would sound, Respondent and  
24 Sandra chose to keep secret and actively conceal the existence of the First Amendment and the sale of the  
25 Residence from Scott.

26 90. Based on the foregoing, a presumption of undue influence arises, and therefore, Respondent  
27 has the burden of proving by clear and convincing evidence that the First Amendment was not the product  
28

1 of undue influence, which she cannot.

2 **SECOND CAUSE OF ACTION**

3 **For Financial Elder Abuse**

4 **Pursuant to Welfare and Institutions Code §§ 15657.5 and 15610.27**

5 **By Petitioner against Respondent, Nina Kayelynn Minster aka Natalie Lynn Minster , individually;**  
6 **and DOES 1 through 10**

7 91. Scott repeats and incorporates by reference the allegations set forth in the paragraphs above.

8 92. At the time of execution of the purported First Amendment, Marty was 80 and therefore  
9 above the age of 65 years and an elder adult within the meaning of Welfare and Institutions Code section  
10 15610.27

11 93. As set forth above, Scott is informed and believes Nina misappropriated Marty's estate  
12 through the use of undue influence over Marty, who she knew to be both physically and mentally vulnerable,  
13 by causing Marty to disinherit Scott through the purported First Amendment and make her the sole  
14 beneficiary of the Trust, as set forth above.

15 94. Nina knew or should have known that her conduct was likely to be harmful to Marty and  
16 contrary to Marty's true testamentary intent.

17 95. As such, Nina's conduct constituted financial abuse under Welfare and Institutions Code  
18 section 15657.5.

19 96. Nina is guilty of oppression, fraud, and malice in the commission of the abuse described  
20 above. Under Civil Code section 3294, Respondent is liable for punitive damages.

21 97. Under Welfare and Institutions Code section 15657.5(a), Nina is liable to Scott for his  
22 reasonable attorney's fees and costs incurred in litigation of this claim.

23 98. If Respondent is found liable for financial abuse of the Marty, Nina should be considered to  
24 predecease Marty for the purposes of inheriting from the assets converted pursuant to Probate Code section  
25 259.

26 ///

27 ///

1 **THIRD CAUSE OF ACTION**

2 **For Removal of Trustee and Appointment of Petitioner as Successor Trustee of the Trust**

3 **Pursuant to Probate Code § § 15642 & 17200**

4 **By Petitioner against Respondent, Nina Kayelynn Minster aka Natalie Lynn Minster , as Successor**  
5 **Trustee of the Trust**

6 99. Petitioner repeats and incorporates by reference all allegations set forth in the above  
7 paragraphs.

8 100. Pursuant to California Probate Code section 15642(a), a trustee “may be removed in  
9 accordance with the trust instrument, by the court on its own motion, or on petition of a settlor, cotrustee,  
10 or beneficiary under Section 17200.”

11 101. Here, the terms of the Trust clearly prohibit Nina from acting as trustee of the Trust.

12 102. As such, Nina’s immediate removal as trustee of the Trust is necessary.

13 103. Scott therefore requests that this Court remove Nina as Trustee of the Trust and appoint Scott  
14 as trustee of the Trust, pursuant to the terms of the Trust as amended and restated in 2002.

15 104. Pursuant to California Probate Code section 15660, where a trust has no trustee, the vacancy  
16 shall be filled as follows: (1) the vacancy shall be filling as provided in the trust instrument; (2) the vacancy  
17 may be filled by a trust company; and (3) on petition of any interested person or any person named as trustee  
18 of the trust instrument, the court may, in its discretion appoint a trustee to fill the vacancy.

19 105. Upon the death of the surviving settlor acting as the sole trustee, the Trust provides that Scott  
20 is to serve as successor trustee of the Trust.

21 106. Therefore, Scott requests that the Court appoint Scott as the successor trustee of the Trust.

22 **NOTICE**

23 107. The names and last known address of all persons entitled to notice are as follows:

24

<u>Name</u>	<u>Address</u>	<u>Relationship</u>
Scott Minster	c/o Hila Golchet, Esq. KEYSTONE LAW GROUP, P.C. 11300 W. Olympic Boulevard, Ste. 910 Los Angeles, California 90064	Petitioner, Beneficiary, Adult Son

25  
26  
27  
28

Nina Kayelynn Minster aka Natalie Lynn Minster	c/o Sandra J Momotiuk, Esq. 13351 Riverside Dr., #482 Sherman Oaks, CA 91423	Respondent, Adult Daughter
Sandra J. Momokiuk	13351 Riverside Dr., #482 Sherman Oaks, CA 91423	Respondent, <i>Attorney for Nina Minster</i>
Francis Griffin	4819 Whisper Point Drive Saint George, Utah 84790	Contingent Beneficiary, Adult Sister
Gail Davis	2551 Medicine Man Road. Pahrump, NV 89048	Contingent Beneficiary, Adult
Shawn Kaye	11643 Chandler Blvd #101 Valley Village, CA 91601	Contingent Beneficiary, Adult
Michael Duncan	TBD	Contingent Beneficiary, Adult Son

### **PRAYER FOR RELIEF**

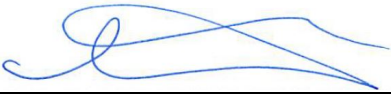
WHEREFORE, Petitioner prays for an Order:

1. Declaring the First Amendment to be invalid and of no force and effect as a matter of law as it attempts to amend the irrevocable Bypass Trust;
2. Declaring the First Amendment to be invalid and of no force and effect due to the mental incapacity of Marty;
3. Declaring the First Amendment to be invalid and of no force and effect due to undue influence;
4. Declaring that Nina's conduct constitutes financial elder abuse against Marty;
5. Removing Nina as Trustee of the Trust;
6. Appointing Scott as Successor Trustee of the Trust
7. Awarding punitive damages pursuant to Civil Code section 3294;
8. Awarding costs and attorney's fees, pursuant to Welfare & Institutions Code section 15657.5(a);
9. Awarding of punitive and exemplary damages pursuant to Welfare & Institutions Code section 15657.5;
10. Declaring that Nina should be considered to predecease Marty for the purposes of inheriting from the assets converted pursuant to Probate Code section 259;
11. For costs herein; and

1           12.     For all other relief the Court deems just and proper.

2  
3     Dated: August 27, 2020

KEYSTONE LAW GROUP, P.C.

4  
5           By:   
6                 Hila Golchet , Esq.  
7                 Attorneys for Petitioner,  
8                 SCOTT IVAN MINSTER, Beneficiary of the  
9                 Second Restated Barbara and Martin Minster  
10                Family Trust, as amended and restated in 2002

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

DATED: August 27, 2020 | 6:32 PM PDT

SCOTT IVAN MINSTER



# EXHIBIT 1

# EXHIBIT 1

*Second Restated Barbara & Martin Minster Family  
Trust*

Petition to Determine Validity of  
Purported First Amended to Trust

**THE SECOND RESTATED  
BARBARA AND MARTIN  
MINSTER FAMILY  
TRUST, AS AMENDED  
AND RESTATED IN 2002**

Prepared by The Law Office of Sandra J. Momotiuk  
4400 Coldwater Canyon Avenue, Suite 201  
Studio City California 91604  
(818) 760-7334

**THE SECOND RESTATED BARBARA AND MARTIN  
MINSTER  
FAMILY TRUST, AS AMENDED AND RESTATED IN 2002**

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**THE SECOND RESTATED BARBARA AND MARTIN  
MINSTER  
FAMILY TRUST, AS AMENDED AND RESTATED IN 2002**

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**ARTICLE ONE  
CREATION OF TRUST**

**DECLARATION:** **MARTIN MINSTER** and **BARBARA MINSTER**, husband and wife, of Los Angeles County, California, who are herein referred to as "the settlors" or "the trustees," depending on the context, hereby declare that they hold certain property (the "trust estate") in trust, to be held, administered, and distributed according to the terms of this instrument.

**PREAMBLE.** **BARBARA MINSTER** and **MARTIN MINSTER** are the settlors of **THE BARBARA AND MARTIN MINSTER FAMILY TRUST** created under that certain declaration of trust dated August 21, 1994 and amended and restated on October 10, 2002. **BARBARA MINSTER** and **MARTIN MINSTER** are the trustees duly appointed and acting under and by terms of that declaration of trust. In Section 1.08 of that declaration of trust dated August 21, 1994, the settlors reserved the right to amend the trust, in the following language:

“Section 1.08. At any time and from time to time during the joint lives of the Trustors, the Trustors jointly as to community property and either Trustor as to his or her separate property may, by serving written notice on the Trustee, alter, modify, or amend the trusts created by this Declaration in any respect.”

In Section 3.1 of the Amended and Restated Trust dated October 10, 2002, the settlors reserved the right to amend the trust, in the following language:

“Section 3.1. During the joint lifetimes of the settlors, any trust created by this instrument may be revoked or terminated, in whole or in part, by either settlor as to any separate and quasi-community property of the settlors. Any trust created by this instrument may be modified or amended by either settlor acting alone as to any separate and quasi-community property of that settlor, and by both settlors acting jointly as to any community property of the settlors.”

The settlors now wish to exercise their right of amendment and, to that end, do hereby amend that declaration of trust in the terms set forth in this **Second Restated Declaration of Trust for The Barbara and Martin Minster Family Trust 2002**. The trustees hereby consent to the terms of this amended and restated declaration. The parties agree that upon execution of this instrument, that declaration of trust shall be replaced in whole, and the terms of this amended and restated declaration of trust shall supersede the terms of that declaration of trust for all purposes. The settlors and the trustees confirm that all assets currently titled in the name of **THE BARBARA AND MARTIN MINSTER FAMILY TRUST and THE BARBARA AND MARTIN MINSTER FAMILY TRUST 2002, as Amended and Restated**, shall continue to be held by the trustees as trust assets of the amended and restated trust.

**1.1. Names of Trusts.** The trusts created by this instrument shall be known collectively as **THE SECOND RESTATED BARBARA AND MARTIN MINSTER FAMILY TRUST 2002**, and each separate trust created under this instrument shall be referred to by adding the name or designation of that separate trust as it appears in the appropriate section of this instrument.

1.2. **Effective Date.** This declaration shall be effective immediately on execution by all the parties.

1.3. **Identification of Living Children.** The settlors have two living children, as follows:

<b><u>Name</u></b>	<b><u>Date of Birth</u></b>
NATALIE LYNN MINSTER	7/1/1969
SCOTT IVAN MINSTER	9/8/1974

In addition to the children of both settlors, **MARTIN MINSTER** has other living children, including but not limited to **MICHAEL DUNCAN**.

1.4. **No Deceased Children.** The settlors have no deceased children.

1.5. **Definitions of Child, Children, and Issue.** As used in this instrument, the terms "child" and "children" refer to all persons referred to in California Probate Code Section 26, as in effect at the time of execution of this instrument, and the term "issue" refers to all persons referred to in California Probate Code Section 50, as in effect at the time of execution of this instrument. However, it is the intention of the settlors to exclude from the definitions of "child" and "children" the living children of **MARTIN MINSTER** who are not the biological children of both of the settlors, and to exclude from the definition of "settlor's issue" any issue from that child.

1.6 **Exclusion.** The settlors have intentionally failed to provide herein for their daughter, **NATALIE LYNN MINSTER**, or her heirs, and they specifically disinherit her and her heirs, from taking from this trust. If **NATALIE LYNN MINSTER**, or her heirs, under this trust shall directly or indirectly, by legal proceedings or other, challenge or contest this Trust or any provision of my Will or this Trust, or any amendments, revisions or restatement thereto, or shall attempt in any way to oppose or set aside the probate of this trust, or any amendments, revisions

or restatement thereto, or my Will, or impair or invalidate any of the provisions the settlors have made in their Wills or this Trust, or any amendments, revisions, or restatements, thereto, the settlors give her the sum of one dollar (\$1.00), and no more, in lieu of any other share or interest in the settlors estate, Will, trust, or any amendments or revisions thereto.

**1.7 Exclusion.** The settlors have intentionally failed to provide herein for **MARTIN MINSTER**'s alleged son, **MICHAEL DUNCAN**, or his heirs, and they specifically disinherit him and his heirs from taking from this trust. If **MICHAEL DUNCAN**, or his heirs, under this trust shall directly or indirectly, by legal proceedings or other, challenge or contest this Trust or any provision of their Will or this Trust, or any amendments or revisions thereto, or shall attempt in any way to oppose or set aside the probate of this trust, or any amendments or revisions thereto, or my Will, or impair or invalidate any of the provisions the settlors have made in their Wills or this Trust, or any amendments or revisions thereto, the settlors give her the sum of one dollar, and no more, in lieu of any other share or interest in the settlors estate, Will, trust, or any amendments or revisions thereto.

**1.8 Exclusion.** The settlors have intentionally failed to provide herein for any children of **MARTIN MINSTER** and their heirs not mentioned in this trust and they specifically disinherit them and their heirs from taking from this trust. If any child of **MARTIN MINSTER**, not mentioned in this trust, or their heirs, shall directly or indirectly, by legal proceedings or other, challenge or contest this Trust or any provision of their Will or this Trust, or any amendments or revisions thereto, or shall attempt in any way to oppose or set aside the probate of this trust, or any amendments or revisions thereto, or their Will, or impair or invalidate any of the provisions the settlors have made in their Wills or this Trust, or any amendments or revisions thereto, the settlors give them the sum of one dollar, and no more, in lieu of any other share or interest in the settlors estate, Will, trust, or any amendments or revisions thereto.



**1.9 Exclusion.** The settlors have intentionally failed to provide herein for **SANDRA IRIS KAYE** and they specifically disinherit her from taking from this trust. If **SANDRA IRIS KAYE** shall directly or indirectly, by legal proceedings or other, challenge or contest this Trust or any provision of their Will or this Trust, or any amendments or revisions thereto, or shall attempt in any way to oppose or set aside the probate of this trust, or any amendments or revisions thereto, or their Will, or impair or invalidate any of the provisions the settlors have made in their Wills or this Trust, or any amendments or revisions thereto, the settlors give them the sum of one dollar, and no more, in lieu of any other share or interest in the settlors estate, Will, trust, or any amendments or revisions thereto.

## **ARTICLE TWO** **TRUST ESTATE**

**2.1. Definition of Trust Estate.** All property subject to this instrument from time to time is referred to as the "trust estate" and shall be held, administered, and distributed as provided in this instrument. The trustee shall hold, administer, and distribute the property held in the name of **THE BARBARA AND MARTIN MINSTER FAMILY TRUST**, it's amendments and it's restatements, and any other property that may be hereafter subject to this trust, and the income and proceeds attributable to all such property, in accordance with the provisions of this instrument.

**2.2. Character of Trust Assets.** All community property of the settlors transferred to this trust, and the proceeds of all such property, shall continue to be community property under the laws of California, subject to the provisions of this instrument. All separate and quasi-community property shall remain the separate or quasi-community property, respectively, of the

contributing settlor.

2.3. **Additions to Trust**. From time to time, the trustee may accept additions to this trust from any source. All such additions shall become part of the trust estate and shall be held, administered, and distributed in accordance with the terms of this instrument. That additional property shall become part of the trust estate on written acceptance of it by the trustee. Any additions to the trust shall be made by designating in writing the property to be added. However, the titling of any account, deed, or similar asset in the name of the trustee, as trustee of this trust, or any alternate or successor trustee acting under this instrument, shall be deemed to be a transfer to this trust. Any designation by a third party, whether by will, deed, account title designation, or similar transfer, shall also be a transfer to the trust estate.

### **ARTICLE THREE**

#### **RIGHTS AND POWERS OF SETTLORS**

3.1. **Power of Revocation While Both Settlers Are Living**. During the joint lifetimes of the settlers, any trust created by this instrument may be revoked or terminated, in whole or in part, by either settlor as to any separate and quasi-community property of that settlor and any community property of the settlers. Any trust created by this instrument may be modified or amended by either settlor acting alone as to any separate and quasi-community property of that settlor, and by both settlers acting jointly as to any community property of the settlers.

3.2. **Power of Revocation and Amendment After Death of Deceased Settlor**. After the death of the deceased settlor, the surviving settlor may at any time amend, revoke, or terminate, in whole or in part, the Survivor's Trust. All other trusts shall become irrevocable and shall not be subject to amendment after the death of the deceased settlor.

3.3. **Method of Revocation or Amendment.** Any amendment, revocation, or termination of any trust created by this instrument shall be made by written instrument signed by both settlors or by the settlor making the revocation, amendment, or termination, and delivered to the trustee. If the instrument making the revocation, amendment, or termination is signed by only one settlor and the other settlor is living at that time, a copy of the instrument making the amendment, revocation, or termination shall also be delivered to the other settlor. An exercise of the power of amendment substantially affecting the duties, rights, and liabilities of the trustee shall be effective only if agreed to by the trustee in writing. The written instrument for revocation or termination must specify that a revocation or termination of trust is intended and specify the property that is affected; a change in title or possession is not sufficient for revocation or termination.

3.4. **Delivery of Property After Revocation.** After any revocation or termination with respect to community property, the trustee shall promptly deliver the designated property to the settlors. Unless otherwise provided in the revocation or this trust instrument, any community property so returned shall continue to be the community property of the settlors. After any revocation or termination with respect to separate or quasi-community property, the trustee shall promptly deliver the designated property to the contributing settlor.

3.5. **Trustee's Retention of Assets on Revocation.** In the event of any revocation of all or part of the trust, the trustee shall be entitled to retain sufficient assets to reasonably secure the payment of liabilities the trustee has lawfully incurred in administering the trust and any fees that have been earned by the trustee, until such time as those liabilities have been discharged and fees paid, unless the settlors indemnify the trustee against loss or expense.

3.6. **No Exercise of Rights and Powers of Settlers By Others.** The rights and powers of the settlers as provided in this instrument, including any power to amend, revoke, or terminate any trust created by this instrument, are personal to the settlers and may not be exercised by any other person or entity.

## **ARTICLE FOUR**

### **DISTRIBUTIONS DURING SETTLERS' JOINT LIVES**

4.1. **Payment of Income During Settlers' Joint Lives.** So long as both settlers are living, the trustee shall pay the net income of the trust as specified in this section.

- (a) **Community Property.** The trustee shall pay to or apply for the benefit of the settlers, or either of them, all of the net income from the trust community property, in monthly or other convenient installments (but not less often than annually) as the settlers, or either of them, and the trustee may agree on from time to time.
- (b) **Separate and Quasi-Community Property.** The trustee shall pay to or apply for the benefit of a settlor whose separate property or quasi-community property comprises part of the trust estate all of the net income from that property, in monthly or other convenient installments (but not less often than annually) as that settlor and the trustee may agree on from time to time.

4.2. **Distributions of Principal During Settlers' Joint Lives.** So long as both settlers are living, the trustee shall distribute principal of the trust, at any time or times, as specified in this section.

- (a) **Community Property.** The trustee shall distribute to or apply for the benefit of the settlers, or either of them, as much of the principal of the community property of the trust as the trustee, in the trustee's discretion, deems necessary for the comfort, welfare, and happiness of the settlers, or either of them.
- (b) **Separate and Quasi-Community Property.** The trustee shall distribute to or apply for the benefit of either settlor as much of the principal of the separate and quasi-community property of that settlor as the trustee, in the trustee's discretion, deems proper for the comfort, welfare, and happiness of that settlor.

- (c) **Consideration of Other Resources When Distributing Principal.** In exercising discretion under subsections (a) and (b), the trustee shall give the consideration that the trustee deems proper to all other income and resources then readily available for use by the settlor or settlors, as the case may be, for the stated purposes and that are then known to the trustee. All decisions of the trustee regarding such payments, if any, are within the trustee's discretion and shall be final and incontestable by anyone.

**4.3. Distributions of Principal at Request of Settlers.** So long as both settlers are living, the settlers shall have the right to withdraw principal of the trust, at any time or times, as specified in this section.

- (a) **Community Property.** The trustee shall distribute to the settlers, or either of them, such amounts from the principal of the community property of the trust, up to the whole thereof, as the settlers, or either of them, may request of the trustee in writing.
- (b) **Separate and Quasi-Community Property.** The trustee shall distribute to a settlor whose separate or quasi-community property comprises part of the trust estate as much of the principal of that property, up to the whole thereof, as that settlor may request of the trustee in writing.

**4.4. Settlers' Obligation for Community Property Distributed.** Any payment of income or principal from the trust community property to or for the benefit of the settlers, or either of them, shall remain the community property of the settlers. A settlor who receives any such payment shall have the same obligations respecting that property that he or she would have with respect to all community property generally.

**4.5. Requests in Behalf of a Settlor Unable to Do So Personally.** If, at any time, either settlor is unable personally to make a request of the trustee to withdraw principal of the trust, that settlor's right to make the request may be exercised for or in behalf of that settlor by an attorney in fact who, at the time of the exercise, is duly appointed and acting for that settlor under a valid and enforceable durable power of attorney executed by the settlor under the Uniform Durable Power of Attorney Act, or any successor statute. If there is no such attorney in fact, then the trustee shall have the discretion to make any principal distribution to or for the benefit of that settlor that the settlor could have requested personally if he or she were able to do so. In making

any principal distribution under this section (whether pursuant to a request by an attorney in fact or not), the trustee shall pay as much of the principal as the trustee, in the trustee's discretion, deems necessary for that settlor's health, education, support, and maintenance. The trustee shall have discretion to determine when a settlor is unable personally to request principal payments from the trustee for purposes of this section.

## **ARTICLE FIVE**

### **DIVISION INTO SHARES AND INITIAL DISTRIBUTIONS AFTER DECEASED SETTLOR'S DEATH**

#### **5.1. Payment of Death Taxes, Debts, and Expenses on Statement From Personal**

**Representative.** After the deceased settlor's death, on receipt by the trustee of a written statement from the personal representative of the deceased settlor's estate requesting that the trustee pay death taxes, debts, and expenses (as defined in **Article Eight**), with respect to any property in the deceased settlor's estate, the trustee shall pay, either directly or to the personal representative, any amounts requested by the personal representative for those purposes, in the manner specified below. The trustee may rely on the personal representative's statement and shall not be liable for any act or omission by the personal representative in protesting or failing to protest the legality, propriety, or amount of the death taxes, debts, or expenses. If there is no personal representative, the trustee shall make the payments directly. Payments of debts and expenses shall be made by the trustee from the trust estate. Payment of any debts allocable against the separate property of the deceased settlor shall be charged against the Nonmarital Share (as defined below in this article). Debts allocable against community property shall be allocated to the Survivor's Share and the Nonmarital Share in accordance with California law in effect at the date of the deceased settlor's death, so long as charges against the Survivor's Share

do not exceed the value of community property allocable to that share. All death taxes payable by reason of the death of the deceased settlor shall also be paid by the trustee from the trust estate. Payments of death taxes and expenses shall be charged to the Nonmarital Share, except for any death taxes that are attributable to a disclaimer of property under this instrument by the surviving settlor, which shall be paid from the Disclaimer Trust.

5.2. **Trustee's Power to Defer Division or Distribution.** Whenever the trustee is directed to divide any part of the trust estate or distribute trust assets on the death of either settlor, the trustee may, in the trustee's discretion, defer actual division or distribution for such reasonable period of time as is needed to effectively identify, take possession of, value, divide, and distribute the assets of the trust. During this time of deferral, the trustee may manage the trust assets through a single administrative trust. The ability of the trustee to delay division or distribution shall not affect the vesting of interests, which shall be as of the date of death.

5.3. **Division of Trust Estate After Death of Deceased Settlor.** On the death of the deceased settlor, the trustee shall divide the trust estate, including any additions made to it by reason of the deceased settlor's death, such as from the deceased settlor's estate or policies of life insurance on his or her life, into three shares, hereafter referred to as the Survivor's Share, the Marital Deduction Share, and the Nonmarital Share.

- (a) The ***Survivor's Share*** shall consist of the portion of the trust estate consisting of the surviving settlor's one half (1/2) interest in the settlors' community property, the surviving settlor's one half (1/2) interest in the deceased settlor's quasi-community property, and all of the surviving settlor's separate property and quasi-community property.
- (b) The ***Survivor's Share*** shall be held, administered, and distributed by the trustee according to the terms of the Survivor's Trust as set forth in Article Six.
- (c) The ***Marital Deduction Share*** shall consist of assets (excluding assets included in the Survivor's Share) having a value equal to the minimum amount necessary to eliminate (or reduce to the maximum extent possible) any federal estate tax at the death of the deceased settlor, taking into account the following:

- (1) The net value of all other property that passes or has passed to the surviving settlor under this trust instrument, the will of the deceased settlor, or otherwise and that qualifies for the federal estate tax marital deduction. For purposes of this subsection, any qualified disclaimer made by the surviving settlor shall be disregarded, and any property that will qualify as qualified terminable interest property under Internal Revenue Code Section 2056(b)(7) if the requisite election is made shall be considered to be qualified terminable interest property, regardless of whether the election is made;
  - (2) All federal estate tax deductions and exclusions actually allowed, other than the marital deduction;
  - (3) The applicable credit amount available to the estate of the deceased settlor;
  - (4) The credit for state death taxes, if any, available to the estate of the deceased settlor, to the extent that the use of that credit does not result in or increase any death tax payable to any state; and
  - (5) Any other allowable credits available to the estate of the deceased settlor (except the credit for tax on prior transfers from a "transferor," as defined in Internal Revenue Code Section 2013, who dies within two years after the date of death of the deceased settlor), but only to the extent that those credits do not disqualify this gift from receiving the marital deduction.
- (d) The ***Marital Deduction Share*** shall be held, administered, and distributed according to the terms of the Qualified Terminable Interest Property (QTIP) Trust as set forth in Article Six.
- (e) The ***Nonmarital Share*** shall consist of all assets not allocated to the Survivor's Share or the Marital Deduction Share under the formula specified in this section.
- (f) The ***Nonmarital Share*** shall be held, administered, and distributed according to the terms of the Bypass Trust as set forth in Article Six.

5.4. **Allocation and Valuation of Assets.** In allocating assets between the Marital Deduction Share and the Nonmarital Share, the trustee shall allocate the trust assets in cash or in kind, or partly in each, on a pro rata or non pro rata basis, and in undivided interests or not; subject, however, to the following:

- (a) ***Qualification for Marital Deduction.*** Only assets that qualify for the marital deduction shall be allocated to the Marital Deduction Share.



- (b) ***Valuations of Allocations in Kind.*** Assets allocated in kind shall be valued for purposes of allocation on the date or dates of distribution.
- (c) ***Foreign Death Tax Credit.*** The trustee shall not allocate assets that qualify for the foreign death tax credit to the Marital Deduction Share unless all other assets or interests available for allocation have been so allocated.

5.5. **Intention That Marital Deduction Share Qualify for Marital Deduction.** The settlors intend that the Marital Deduction Share qualify for the federal estate tax marital deduction and this instrument shall be construed accordingly. Except as otherwise provided in this instrument with respect to the QTIP election, no fiduciary shall take any action or exercise any power that may impair the federal estate tax marital deduction.

5.6. **Disclaimer of Property.** Any property or portion of property that is disclaimed by the surviving settlor shall be held, administered, or distributed according to the terms of the Disclaimer Trust, as set forth in Article Six.

## **ARTICLE SIX**

### **DISPOSITIVE PROVISIONS OF TRUSTS CREATED AFTER DECEASED SETTLOR'S DEATH**

6.1. **Survivor's Trust.** The trustee shall hold, administer, and distribute the assets of the Survivor's Trust as follows:

- (a) ***Payment of Income.*** The trustee shall pay to or apply for the benefit of the surviving settlor, so long as the surviving settlor lives, the entire net income of the trust, in monthly or other convenient installments agreed on by the surviving settlor and the trustee, but not less often than annually.
- (b) ***Discretionary Payment of Principal by Trustee.*** At any time or times during the trust term, the trustee shall pay to or apply for the benefit of the surviving settlor so much of the principal of the trust as the trustee deems proper for the surviving settlor's comfort, welfare, and happiness. In exercising discretion, the trustee shall give the consideration that the trustee deems proper to all other income and resources then readily available to the surviving settlor for use for these purposes and that are then known to the trustee. All decisions of the trustee regarding payments under this

subsection, if any, are within the trustee's discretion and shall be final and incontestable by anyone.

- (c) ***Right of Surviving Settlor to Withdraw Principal.*** The trustee shall pay to the surviving settlor as much of the trust principal as the surviving settlor may from time to time demand in a signed writing delivered to the trustee.
- (d) ***General Power of Appointment.*** On the death of the surviving settlor, all of the trust property (including the trust principal, all net income then held by the trustee, and all income then accrued but not collected by the trustee) shall be paid over and delivered to any entity or entities, person or persons, and on any trust, terms, and conditions, or to or in favor of the estate of the surviving settlor, as the surviving settlor may direct by will, provided only that no exercise of this power of appointment shall be effective unless it refers to this instrument and expressly indicates an intention to exercise this power of appointment. The trustee may rely on any instrument admitted to probate (or in any summary administration proceeding) as the last will of the surviving settlor in carrying out the terms of the power of appointment and shall not be liable for any good-faith act in reliance on that will, even if for any reason it is later determined to be invalid with respect to its purported exercise of this power of appointment. If no such probate or summary estate proceeding is otherwise required or instituted, the trustee may rely on any will that on its face appears to be the last validly executed will of the surviving settlor. If the trustee receives no notice of the existence of a will of the surviving settlor within six (6) months after the death of the surviving settlor, the trustee may distribute the trust assets and income as though this power of appointment had not been exercised and shall in that event be conclusively presumed to have acted in good faith, even if a valid will is thereafter discovered.
- (e) ***Payment of Death Taxes, Debts, and Expenses.*** On the death of the surviving settlor and subject to any power of appointment exercised by him or her, the trustee may, in the trustee's discretion, pay out of the income or principal or partly from the income and partly from the principal of the Survivor's Trust, the death taxes, debts, and expenses (as defined in Article Eight) arising on the death of the surviving settlor.
- (f) ***Default Provision.*** In default of the power of appointment, or to the extent that an attempt to exercise the power was ineffectual, the entire remaining principal, all net income then held by the trustee, and all income then accrued but not collected by the trustee, after any payment of taxes, debts, and expenses pursuant to the applicable provisions of this instrument, shall be distributed in the manner specified in Section 6.4 applicable to the remainder provisions of the Bypass Trust.

6.2. **Qualified Terminable Interest Property Trust.** The trustee shall hold, administer, and distribute the assets of the Qualified Terminable Interest Property (QTIP) Trust as follows:

- (a) ***Administration of Trust by Trustee.*** If the executor has elected that the trust qualify for the federal estate tax marital deduction under Internal Revenue Code Section 2056(b)(7) (or any equivalent successor section), the trustee shall thereafter

administer the trust in a manner that will not invalidate the election or disqualify the property in which the surviving settlor has a qualifying income interest for life. Any provisions of this trust that could be deemed to invalidate the qualification under Internal Revenue Code Section 2056(b)(7) shall be disregarded.

- (b) **Partial QTIP Tax Election.** If an election is made under Internal Revenue Code Section 2056(b)(7) (or any equivalent successor section) to qualify some but not all of the property allocated to the QTIP Trust for the federal estate tax marital deduction, the QTIP Trust shall be divided into two separate trusts pursuant to the terms of the election. The division shall be based on the fair market value of the trust assets at the time of the division. One of the trusts shall contain the share of the trust assets for which the election has been made and shall be designated as the Qualifying QTIP Trust. The other trust shall contain the share of the trust assets for which the election has not been made and shall be designated as the Nonqualifying QTIP Trust. The Nonqualifying QTIP Trust shall be subject to all of the rights, interests, powers, and other terms prescribed for the Qualifying QTIP Trust. If a partial election is made and the trust is divided into two separate trusts, the terms "trust," "marital deduction trust," and "QTIP Trust," as used in this section and elsewhere in this trust instrument, shall be construed in a manner consistent with the provisions of this subsection of the trust instrument.
- (c) **Payment of Income.** The trustee shall pay to or apply for the benefit of the surviving settlor, so long as the surviving settlor lives, the entire net income of the trust, in monthly or other convenient installments agreed on by the surviving settlor and the trustee, but not less often than annually. In determining the net income of the trust distributable to the surviving settlor, the trustee shall include all income that must be considered as income in order for the trust to qualify for the marital deduction under the federal estate tax law, and shall make no deductions from gross income that would prevent the trust from qualifying for that marital deduction, notwithstanding any contrary provisions of this instrument or any applicable provisions of state law. Assuming the trust has qualified under Internal Revenue Code Section 2056(b)(7), then any grant of rights, powers, discretion, and authority to the trustee in any provision of this instrument or any statute relating thereto shall not be effective if and to the extent that such provision or statute, if effective, would disqualify, for federal estate tax purposes, the marital deduction trust held under this section. It is the intention of the settlors that the surviving settlor, as the beneficiary of a marital deduction trust, shall have substantially that degree of beneficial enjoyment of the trust during his or her lifetime that the principles of the law of trusts accord to a person who is unqualifiedly designated as the life beneficiary of a trust, and the trustee shall not exercise the trustee's discretion in a manner that is not in accord with this expressed intention. It is also the intention of the settlors that the trust produce for the surviving settlor during his or her lifetime the income, or that the surviving settlor shall have the benefit of the trust property, as is consistent with the value of the trust property and with its preservation.

- (d) **Discretionary Payment of Principal by Trustee.** At any time or times during the trust term, the trustee shall pay to or apply for the benefit of the surviving settlor so much of the principal of the trust as the trustee deems proper to pay the reasonable expenses of the surviving settlor for his or her health, education, support, and maintenance. In exercising discretion, the trustee shall give the consideration that the trustee deems proper to all other income and resources then readily available to the surviving settlor for use for these purposes and that are then known to the trustee. All decisions of the trustee regarding payments under this subsection, if any, are within the trustee's discretion and shall be final and incontestable by anyone.
- (e) **Termination of Trust.** The QTIP Trust shall terminate on the death of the surviving settlor. On termination of the trust, the net income of the trust then accrued but uncollected and all net income remaining in the hands of the trustee shall be distributed to the estate of the surviving settlor. The trust principal shall be dealt with as set forth below in this section.
- (f) **Payment of Federal Estate Taxes.** The trustee shall determine from the personal representative of the estate of the surviving settlor the amount of the federal estate tax allocable to the property of the trust by reason of Internal Revenue Code Section 2207A and shall set aside a portion of the trust principal for the purpose of paying that tax on written demand by the personal representative.
- (g) **Distribution of Balance of Trust Property.** The balance of the trust principal (or the entire trust principal, if the personal representative of the estate of the surviving settlor does not in due course make written demand) shall be distributed in the manner specified in Section 6.4 applicable to the remainder provisions of the Bypass Trust.

**6.3. Disposition of Bypass Trust Until Death of Surviving Settlor.** During the lifetime of the surviving settlor, the trustee shall hold, administer, and distribute the assets of the Bypass Trust as follows: at any time or times, the trustee shall pay to or apply for the benefit of the surviving settlor so much of the net income and principal of the trust as the trustee deems proper to pay the reasonable expenses of the surviving settlor for his or her health, education, support, and maintenance. In exercising discretion, the trustee shall give the consideration that the trustee deems proper to all other income and resources that are then known to the trustee and that are readily available to the surviving settlor for use for these purposes. All decisions of the trustee regarding payments under this section, if any, are within the trustee's discretion and shall be final and incontestable by anyone. The trustee shall accumulate and add to principal any net income

not distributed.

**6.4. Disposition of Bypass Trust on Death of Surviving Settlor.** On the death of the surviving settlor, the trustee shall hold, administer, and distribute the assets of the Bypass Trust as follows:

- (a) If the settlors' son **SCOTT IVAN MINSTER** survives the surviving settlor, the trustee shall distribute the property (including all income then accrued but uncollected and all income then remaining in the hands of the trustee) outright to him.
- (b) If **SCOTT IVAN MINSTER** does not survive the surviving settlor but issue of **SCOTT IVAN MINSTER** survive the surviving settlor, the trustee shall distribute the trust property outright to those issue in the manner provided in California Probate Code Section 246, as defined in the Article entitled "Concluding Provisions" of this instrument. However, if any individual issue has not reached the age of 28 years at the death of the surviving settlor, the trustee shall continue to hold, administer, and distribute the trust property in trust for those issue according to the terms set forth in Article Six applicable to the Sprinkling Trust for Issue.
- (c) If **SCOTT IVAN MINSTER** does not survive the surviving settlor and leaves no issue who survive the surviving settlor, the trustee shall distribute the trust property equally to the following persons who survive the surviving trustee more than thirty (30) days after their death:
  - (i) **SHAWN KAYE**
  - (ii) **FRANCES GRIFFIN**
  - (iii) **GAIL DAVIS**

If any of the aforementioned beneficiaries do not survive the surviving trustee by thirty (30) days, the trust estate shall be divided equally among the surviving named beneficiaries.

- (d) If the trust estate is not completely disposed of by the preceding provisions, the undisposed of portion shall be distributed one half (1/2) to each of the children of **MICHAEL DUNCAN**, namely **SARAH DUNCAN** and **NICHOLAS DUNCAN**, under the terms of this trust. If either **SARAH DUNCAN** or **NICHOLAS DUNCAN** do not survive the surviving trustor as set forth herein, the trust estate shall be distributed to the remaining beneficiary.

6.5. **Disclaimer Trust.** The trustee shall hold, administer, and distribute the assets of the Disclaimer Trust as follows:

- (a) **Payment of Income.** The trustee shall pay to or apply for the benefit of the surviving settlor the entire net income of the trust, in monthly or other convenient installments as agreed on by the surviving settlor and the trustee, but not less often than annually.
- (b) **Discretionary Payment of Principal by Trustee.** At any time or times during the trust term, the trustee shall pay to or apply for the benefit of the surviving settlor so much of the principal of the trust as the trustee deems proper to pay the reasonable expenses of the surviving settlor for his or her health, education, support, and maintenance. In exercising discretion, the trustee shall give the consideration that the trustee deems proper to all other income and resources that are known to the trustee and that are readily available to the surviving settlor for use for these purposes. All decisions of the trustee regarding payments under this subsection, if any, are within the trustee's discretion and shall be final and incontestable by anyone.
- (c) **Distribution of Remainder.** On the death of the surviving settlor, the trustee shall distribute all the property subject to the trust (including all income then accrued but uncollected and all net income then remaining in the hands of the trustee) in the manner specified in Section 6.4 applicable to the remainder provisions of the Bypass Trust.

6.6. **Sprinkling Trust for Issue.** Each share or portion of the trust estate, or of the trust property of any other trust created by this trust instrument, that is allocated to a Sprinkling Trust for Issue for the benefit of the beneficiaries (as defined in subsection (a), below) when any beneficiary is under the age of twenty-eight (28) years shall be held, administered, and distributed by the trustee as a separate trust, as follows:

- (a) **Beneficiaries.** The beneficiaries of this trust are all the issue of a deceased child of the settlors or all issue of the settlors, as the case may be, for whom this trust is created pursuant to the other provisions of this trust instrument.
- (b) **Discretionary Payments.** At any time or times during the trust term, the trustee shall pay to or apply for the benefit of each of the beneficiaries so much of the net income and principal of the trust as the trustee deems proper for the health, education, support, and maintenance of each of them. In making these payments, the trustee may pay or apply more for some of the beneficiaries than for others, and may make payments to or for one or more beneficiaries to the exclusion of others. No amount paid or applied need thereafter be repaid to the trustee or restored to the trust. In exercising discretion, the trustee shall give the consideration that the trustee deems proper to all other income and resources that are known to the trustee and that are

readily available to the beneficiaries for use for these purposes. All decisions of the trustee regarding payments under this subsection, if any, are within the trustee's discretion and shall be final and incontestable by anyone. The trustee shall accumulate and add to principal any net income not distributed.

- (c) **Early Distributions of Principal.** At any time or times during the trust term, the trustee, in the trustee's discretion, may make an early distribution of principal to any of the beneficiaries of this trust, if, in the trustee's opinion, there is a valid reason for making the distribution and if the remaining income and principal will be adequate for the reasonable health, education, support, and maintenance of all of the then living beneficiaries. The trustee shall deduct the early distribution, valued on the date that the distribution is made, without interest, from the share ultimately distributed to that beneficiary or that beneficiary's issue. Early distributions to a beneficiary shall not exceed, in the aggregate, 25 percent of that portion of the trust that would be distributable to that particular beneficiary, after offsetting prior loans or advances not repaid to the trustee, if the trust were to be terminated and its assets distributed on the date that the early distribution is made. However, no beneficiary who is a trustee shall have the power to make early distributions of principal to himself or herself pursuant to this subsection.
- (d) **Distribution on Termination.** The trust shall terminate when there are no living beneficiaries who are under 28 years of age. On termination, the trustee shall distribute the trust property (including all income then accrued but uncollected and all net income then remaining in the hands of the trustee) outright to the then living beneficiaries. Those beneficiaries are to take this trust property in the manner provided in California Probate Code Section 246, as defined in the Article entitled "Concluding Provisions" of this instrument. If there is no then-living beneficiary, the trustee shall distribute the trust property to the settlors' then-living issue, in the manner provided in California Probate Code Section 246, as defined in the Article entitled "Concluding Provisions" of this instrument. However, for any share of an issue for whose benefit there is a trust being administered under this instrument, such share shall be added to that trust and administered according to its terms.
- (e) **Final Disposition.** If the trust estate is not completely disposed of by the preceding provisions, the undisposed of portion shall be distributed one half (1/2) to each of the children of **MICHAEL DUNCAN**, namely **SARAH DUNCAN** and **NICHOLAS DUNCAN**, under the terms of this trust. If either **SARAH DUNCAN** or **NICHOLAS DUNCAN** do not survive the surviving trustor as set forth herein, the trust estate shall be distributed to the remaining beneficiary.

6.7. **Spendthrift Clause.** The interests of the beneficiaries under this instrument are not transferable by voluntary or involuntary assignment or by operation of law, and shall be free from the claims of creditors and from attachment, execution, bankruptcy, and other legal process, to the maximum extent permitted by law.

## **ARTICLE SEVEN**

### **TRUSTEE**

7.1. **Settlors' Power to Designate Successor Trustees.** At any time while both settlors are living, the settlors may designate either or both of the following:

- (a) Any suitable person or entity to act as a successor cotrustee if either cotrustee dies, becomes incapacitated, or is otherwise unable or unwilling to continue to act as a cotrustee.
- (b) One or more suitable persons or entities to act as a successor trustee, or as successor cotrustees, if both cotrustees die, become incapacitated, or are otherwise unable or unwilling to continue to act as cotrustees.

The powers specified in this section shall be exercisable only by both settlors acting jointly, unless one of the settlors is incapacitated or otherwise incapable of exercising this power, in which case the power may be exercised by the remaining settlor acting alone. Any designation under this section shall be made by a signed writing delivered to the person or entity designated as successor trustee or cotrustee. If more than one designation is made under this section, only the most recent designation shall be valid.

7.2. **Remaining Settlor to Act as Trustee on Death or Incapacity of Other Settlor.** If, while both settlors are acting as cotrustees, either settlor dies, becomes incapacitated, or is otherwise unable or unwilling to continue to act as a cotrustee, and no successor cotrustee has been designated under any other provision of this trust instrument, the other settlor thereafter shall be trustee, with full power to continue the trust administration as set forth herein. If **BARBARA MINSTER** is the surviving trustee, she shall act as sole trustee. However, if **MARTIN MINSTER** is the surviving trustee, he shall consult with **SCOTT IVAN MINSTER**, as to all financial matters regarding real property and financial investments, including but not limited to stocks and bonds. However, if there is a disagreement between **MARTIN MINSTER** and **SCOTT IVAN MINSTER**, **MARTIN MINSTER** shall solely have the right to make all

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**THE SECOND RESTATED BARBARA AND MARTIN MINSTER FAMILY TRUST, AS  
AMENDED AND RESTATED IN 2002**



final decisions. If **MARTIN MINSTER** is the surviving trustee, and **SCOTT IVAN MINSTER** is unable because of death, incompetency, or other case to consult with him, he shall consult with **SHAWN KAYE** as to all financial matters regarding real property and financial investments, including but not limited to stocks and bonds. However, if there is a disagreement between **MARTIN MINSTER** and **SHAWN KAYE**, **MARTIN MINSTER** shall solely have the right to make all final decisions. If **MARTIN MINSTER** is the surviving trustee, and **SCOTT IVAN MINSTER** and **SHAWN KAYE** is unable because of death, incompetency, or other case, to consult with him, he shall consult with **FRANCES GRIFFIN** as to all financial matters regarding real property and financial investments, including but not limited to stocks and bonds. However, if there is a disagreement between **MARTIN MINSTER** and **FRANCES GRIFFIN**, **MARTIN MINSTER** shall solely have the right to make all final decisions. If **MARTIN MINSTER** is the surviving trustee, and **SCOTT IVAN MINSTER**, **SHAWN KAYE** and **FRANCES GRIFFIN** is unable because of death, incompetency, or other case, to consult with him, he shall consult with **FRANCES GRIFFIN** as to all financial matters regarding real property and financial investments, including but not limited to stocks and bonds. However, if there is a disagreement between **MARTIN MINSTER** and **FRANCES GRIFFIN**, **MARTIN MINSTER** shall solely have the right to make all final decisions.

**7.3. Power of Surviving Joint Settlor to Designate Successor Trustees or Cotrustees.**

Following the death of the deceased settlor, the surviving settlor may at any time designate one or more suitable persons or entities to act as trustee or cotrustees in the event that the surviving settlor dies, becomes incapacitated, or is otherwise unable or unwilling to continue to act as trustee. This designation shall be made by a signed writing delivered to the person or entity designated as successor. If more than one designation is made under this section, the most recent designation shall prevail over all earlier designations. The power granted by this section shall not

apply to the Bypass Trust and the Disclaimer Trust.

7.4. **Successor Trustees.** If the office of trustee becomes vacant by reason of death, incapacity, or any other reason, and no successor trustee or cotrustees have been designated under any other provision of this trust instrument, the following, in the order of priority indicated, shall be trustee:

First, **SCOTT IVAN MINSTER**, settlor's son;

Second, **SHAWN KAYE**

Third, **FRANCES GRIFFIN**, Martin Minster's sister;

Fourth, **GAIL DAVIS**, Barbara Minster's first cousin.

If all those named above are unwilling or unable to serve as successor trustee, a new trustee or cotrustees shall be appointed by majority vote of the adult beneficiaries of the trust who are then entitled to receive income under the trust, or who would be entitled to receive a distribution of principal from the trust if the trust were then terminating, and who then have the legal capacity to give such a vote. If a majority of the beneficiaries are unable to agree on a new trustee or cotrustees, a new trustee or cotrustee may be appointed by the court.

7.5. **Definition of Trustee.** Reference in this instrument to "the trustee" shall be deemed a reference to whoever is serving as trustee or cotrustees, and shall include alternate or successor trustees or cotrustees, unless the context requires otherwise.

7.6. **Prohibited Trustee.** Notwithstanding any other provision in this instrument, in no event shall **NATALIE LYNN MINSTER, MICHAEL DUNCAN**, and any other children of **MARTIN MINSTER**, and their heirs, and **SANDRA IRIS KAYE**, be appointed to serve as trustee.

7.7. **Removal and Replacement of Trustee by Settlers.** While both settlers are alive, the settlers shall have the power, at any time and for any reason, with or without cause, to

remove any trustee acting under this instrument, and notwithstanding any other provision of this instrument, designate another trustee to replace the removed trustee. Removal shall be effected by giving a written notice of removal to the trustee to be removed and to the designated successor. The removal shall become effective on the delivery to the settlors of a written acceptance of the trust by the successor trustee, and the settlors shall promptly notify the trustee being removed of the receipt of that acceptance.

7.8. **Waiver of Bond.** No bond or undertaking shall be required of any individual who serves as a trustee under this instrument.

7.9. **Procedure for Resignation.** Any trustee may resign at any time, without giving a reason for the resignation, by giving written notice, at least thirty (30) days before the time the resignation is to take effect, to the settlors, if living, to any other trustee then acting, to any persons authorized to designate a successor trustee, to all trust beneficiaries known to the trustee (or, in the case of a minor beneficiary, to the parent or guardian of that beneficiary) and to the successor trustee. A resignation shall be effective on written acceptance of the trust by the successor trustee.

7.10. **General Powers of Trustee.** To carry out the purposes of the trusts created under this instrument, and subject to any limitations stated elsewhere in this instrument, the trustee shall have all of the following powers, in addition to all of the powers now or hereafter conferred on trustees by law:

- (a) With or without court authorization, sell (for cash or on deferred payments, and with or without security), convey, exchange, partition, and divide trust property; grant options for the sale or exchange of trust property for any purpose, whether the contract is to be performed or the option is to be exercised within or beyond the term of the trust; and lease trust property for any purpose, for terms within or extending beyond the expiration of the trust, regardless of whether the leased property is commercial or residential and regardless of the number of units leased.

- (b) Engage in any transactions with the personal representative of the estate of either settlor that are in the best interest of any trusts created in this instrument.
- (c) Manage, control, improve, and maintain all real and personal trust property.
- (d) Subdivide or develop land; make or obtain the vacation of plats and adjust boundaries, or adjust differences in valuation on exchange or partition by giving or receiving consideration; and dedicate land or easements to public use with or without consideration.
- (e) Make ordinary or extraordinary repairs or alterations in buildings or other trust property, demolish any improvements, raze existing party walls or buildings, and erect new party walls or buildings, as the trustee deems advisable.
- (f) Employ and discharge agents and employees, including but not limited to attorneys, accountants, investment and other advisers, custodians of assets, property managers, real estate agents and brokers, and appraisers, to advise and assist the trustee in the management of any trusts created under this trust instrument, and compensate them from the trust property.
- (g) With respect to securities held in trust, exercise all the rights, powers, and privileges of an owner, including, but not limited to, the power to vote, give proxies, and pay assessments and other sums deemed by the trustee necessary for the protection of the trust property; participate in voting trusts, pooling agreements, foreclosures, reorganizations, consolidations, mergers, and liquidations, and, in connection therewith, deposit securities with and transfer title to any protective or other committee under such terms as the trustee deems advisable; exercise or sell stock subscription or conversion rights; and accept and retain as investments of the trust any securities or other property received through the exercise of any of the foregoing powers.
- (h) Hold securities or other trust property in the trustee's own name or in the name of a nominee, with or without disclosure of the trust, or in unregistered form, so that title may pass by delivery.
- (i) Deposit securities in a securities depository that is either licensed or exempt from licensing.
- (j) Borrow money for any trust purpose from any person or entity, including one acting as trustee hereunder, on such terms and conditions as the trustee deems advisable, and obligate the trust for repayment; encumber any trust property by mortgage, deed of trust, pledge, or otherwise, whether for terms within or extending beyond the term of the trust, as the trustee deems advisable, to secure repayment of any such loan; replace, renew, and extend any such loan or encumbrance; and pay loans or other obligations of the trust deemed advisable by the trustee.

- (k) Procure and carry, at the expense of the trust, insurance in such forms and in such amounts as the trustee deems advisable to protect the trust property against damage or loss, and to protect the trustee against liability with respect to third persons.
- (l) Enforce any obligation owing to the trust, including any obligation secured by a deed of trust, mortgage, or pledge held as trust property, and purchase any property subject to a security instrument held as trust property at any sale under the instrument.
- (m) Extend the time for payment of any note or other obligation held as an asset of, and owing to, the trust, including accrued or future interest, and extend the time for repayment beyond the term of the trust.
- (n) Pay or contest any claim against the trust; release or prosecute any claim in favor of the trust; or, in lieu of payment, contest, release, or prosecution, adjust, compromise, or settle any such claim, in whole or in part, and with or without consideration.
- (o) At trust expense, prosecute or defend actions, claims, or proceedings of whatever kind for the protection of the trust property and of the trustee in the performance of the trustee's duties, and employ and compensate attorneys, advisers, and other agents as the trustee deems advisable.

7.11. **Power to Retain Trust Property.** The trustee shall have the power to retain property received into the trust at its inception or later added to the trust, as long as the trustee considers that retention in the best interests of the trust or in furtherance of the goals of the settlors in creating the trust, as determined from this trust instrument, but subject to the standards of the prudent investor rule as set forth in the California Uniform Prudent Investor Act, as amended from time to time.

7.12. **Trustee's Power to Invest Property.** Subject to the standards of the prudent investor rule as stated in the California Uniform Prudent Investor Act, as amended from time to time, the trustee shall have the power to invest and manage the trust assets as a prudent investor would, by considering the purposes, terms, distribution requirements, and other circumstances of the trust.

7.13. **Power Over Unproductive Property.** The trustee shall have the power to retain or acquire unproductive or underproductive property; provided, however, that as to any assets of the

Qualified Terminable Interest Property (QTIP) Trust, the surviving settlor shall have the right, by delivery of a written instrument to the trustee, to require the trustee to make unproductive property productive, within a reasonable time following receipt of the request.

7.14. **Power to Operate Business.** The trustee shall have the power to hold and operate any business or enterprise that is or becomes trust property, on such terms and for such a time as the trustee, in the trustee's discretion, deems advisable; to purchase, acquire, invest in, or otherwise participate in, any business or other enterprise on behalf of the trust; or to sell, dissolve, liquidate, or terminate any such business. The trustee shall also have the power to incorporate, reorganize, or otherwise change the form of a business or enterprise that is part of the trust, through merger or consolidation of two or more enterprises or otherwise, and to participate in that business or enterprise as a sole proprietor, as a general or limited partner, as a shareholder, or in any other capacity. Any operation, sale, purchase, acquisition, investment in, or dissolution or liquidation of a business interest, in good faith, shall be at the risk of the trust, and without liability on the part of the trustee for any resulting losses. The trustee shall also have the power to contribute capital or loan money to the business or enterprise on such terms and conditions as the trustee deems advisable.

7.15. **Power to Self-Deal.** The trustee, acting as an individual or as a trustee of another trust not created by this trust instrument, shall have the power to perform the following acts with respect to the property of any trust under this trust instrument: purchase property from or sell property to the trust at fair market value; exchange property for trust property of equal value; lease property from or to the trust at fair rental value; lend or advance funds to the trust, with interest at then prevailing rates, and receive security for the loans in any commercially reasonable form; and receive from any business in which the trust has an interest a reasonable salary and reimbursement of expenses while performing duties as a trustee. The trustee, acting as

trustee of another trust established by the settlors or another trust established for the benefit of any one or more of the beneficiaries of the trust, shall have the power to borrow funds from the trust with interest at then-prevailing rates, and give security for the loans in any commercially reasonable form.

7.16. **Powers Regarding Subchapter S Stock.** If at any time the trust estate includes shares of stock in any corporations that have elected to be governed by the provisions of Subchapter S of Chapter 1 of Subtitle A of the Internal Revenue Code (IRC Section 1361 et seq., or any successor sections), then notwithstanding any other provision of this instrument, the trustee shall at all times manage those shares, and administer the trust estate, in a manner that will maintain the S corporation status. To satisfy this obligation, but without limiting the discretion of the trustee to take any action to protect the S corporation status, the trustee shall act as follows:

- (a) **Allocation or Distribution to Permitted Shareholders.** The trustee shall allocate or distribute shares of S corporation stock only to those trusts or those beneficiaries that are permitted to be shareholders of an S corporation.
- (b) **Qualified Subchapter S Trust Provisions.** If shares of S corporation stock are allocated to any trust created under this instrument and that trust does not otherwise qualify as a permitted shareholder under Internal Revenue Code Section 1361, or any successor section, then notwithstanding any other provision of this instrument, that trust (or any portion of that trust containing S corporation stock) shall be administered so as to ensure that it is a Qualified Subchapter S Trust (QSST), an Electing Small Business Trust (ESBT), or some other form of trust that qualifies as a permitted shareholder under Internal Revenue Code Section 1361, or any successor section. The S corporation stock in each such trust shall be held in separate share trusts (within the meaning of Internal Revenue Code Section 663(c), or any successor section) for each beneficiary; and all other property in each trust shall be held in a separate trust, which shall continue to be administered in accordance with the terms of this instrument. With respect to the separate share trusts holding S corporation stock, the trustee shall make distributions of income and principal, and otherwise administer the trusts, to ensure that those trusts do not become ineligible shareholders of an S corporation. To the extent that the terms of this instrument are inconsistent with those separate share trusts qualifying as permitted shareholders of an S corporation, those terms shall be disregarded.

- (c) **Other Trustee Administrative Powers.** The trustee shall have the power (1) to enter into agreements with other shareholders or with the corporation relating to transfers of S corporation stock or the management of the S corporation; and (2) to allocate amounts received, and the tax on undistributed income, between income and principal. During the administration of a trust holding S corporation stock, the trustee may allocate tax deductions and credits arising from ownership of S corporation stock between income and principal. In making those allocations, the trustee shall consider that the beneficiary is to have the enjoyment of the property at least equal to that ordinarily associated with an income interest.
- (d) **Beneficiary Agreement.** The trustee shall not distribute any S corporation stock to any beneficiary unless, prior to that distribution, the beneficiary enters into a written agreement with the S corporation stating the following: (1) that the beneficiary will consent to any election to qualify the corporation as an S corporation; (2) that the beneficiary will not interfere with the S corporation maintaining its S corporation status; (3) that the beneficiary will not transfer the S corporation stock to any transferee who does not agree to execute a similar consent; (4) that the beneficiary will not transfer the stock in a manner that will cause a termination of S corporation status under the then applicable federal and state tax law and regulations; and (5) that the beneficiary will join in any attempt to obtain a waiver from the Internal Revenue Service of a terminating event on the grounds of inadvertence if S corporation status is inadvertently terminated and the S corporation or any shareholder desires that S corporation status should continue.
- (e) **Certificate to Bear Legend.** If the trustee receives any shares of S corporation stock whose stock certificates bear a legend stating that the transfer, pledge, assignment, hypothecation, or other disposition of the stock is subject to the terms set forth in the preceding subsection, then the stock certificates shall also bear that legend when the trustee distributes those shares of S corporation stock to a beneficiary.
- (f) **No Disqualification of Marital Deduction** No. Any grant of power or discretion to the trustee under this section shall be void to the extent that that grant would cause the estate of the deceased settlor to lose all or part of the federal estate tax marital deduction, and in the event of an irreconcilable conflict between qualification of a trust as a permitted shareholder of an S corporation and qualification of that trust for the federal estate tax marital deduction, all of the S corporation's stock otherwise passing to that trust shall be distributed outright to the surviving settlor.

7.17. **Retention of Family Residence.** The trustee shall retain, in any trust or trusts created by this trust instrument, any interest in real property used by the settlors as their principal residence at the time of the deceased settlor's death ("the family residence"), and shall deal with the family residence in accordance with the following terms and conditions:



- (a) During his or her lifetime, the surviving settlor shall have the right to occupy the family residence (or any substitute residence or residential property purchased as provided in this section of the trust instrument) free of any rent.
- (b) The trustee shall pay as much of the mortgage or trust deed payments, property taxes, assessments, insurance, maintenance, and ordinary repairs on the family residence (or any substitute residence or residential property purchased as provided in this section of the trust instrument) as corresponds to the trust's proportionate interest in the same. The trustee shall make those payments out of income or principal of the trust or trusts in accordance with the principles applicable to the charging of payments under California law, but in no event shall payment be made in a manner that disqualifies any part of the trust, that would otherwise so qualify, for the federal estate tax marital deduction.
- (c) The surviving settlor, at his or her option, shall have the right to advise the trustee in writing that he or she no longer wishes to occupy the family residence and to direct the trustee to sell it, or any interest therein. In deciding on the terms and conditions relating to any sale, the trustee shall take into account all relevant factors, including, but not limited to, the intent of the settlors that no sale be made in a "forced sale" situation (other than at the direction of the surviving settlor) or at a time when, because of high mortgage rates or otherwise, the residential real estate market is depressed. In selling the family residence, the trustee may dispose of it on such terms as the trustee deems desirable, including an installment sale or any other desirable method of disposing of the family residence, provided that if the sale is for consideration other than cash, the purchaser's obligation shall be secured by a first deed of trust. In the event of a sale, the surviving settlor may direct the trustee in writing to apply the proceeds of the sale to the purchase of a substitute residence or residential property, of comparable or lesser value, to be selected by the surviving settlor, or to reinvest the proceeds in any manner that he or she may direct, provided that any such investments satisfy normal fiduciary standards of prudence and safety, and to use the income from reinvestment to pay the rental or lease payments on another residence or residential property, to be selected by the surviving settlor. Any net trust accounting income from any such investments, in excess of the trust share of the rental costs and any other expenses of trust administration, shall be added to the other trust income and distributed in accordance with the relevant provisions of the trust or trusts as set forth in Article Six of this trust instrument.
- (d) On the death of the surviving settlor, the trust interest in either the family residence, any proceeds remaining from the sale of the family residence, or any substitute residence or residential property purchased by the trustee with any proceeds of sale of the family residence, shall be distributed in accordance with the applicable provisions of the trust or trusts in which the interest or interests are held, as set forth in Article Six of this trust instrument.

7.18. **Power to Combine Trust Assets**. Each trust created under this instrument shall constitute a separate trust and be administered accordingly; however, the assets of all of the trusts

may be combined for bookkeeping purposes and held for the trust beneficiaries without physical division into separate trusts until time of distribution.

7.19. **Early Termination of Trusts.** The trustee shall have the power, in the trustee's discretion, to terminate any trust created under this trust instrument whenever the fair market value of the trust falls below twenty-five thousand dollars (\$25,000), or becomes so small in relation to the costs of administration as to make continuing administration uneconomical. Continuing administration shall be uneconomical if the trustee determines that, with reference to the trust fee schedules then in effect for corporate fiduciaries in the area in which the trust is being administered, the trust would be subject to the minimum trust administration fees of those fiduciaries, regardless of the value of the trust. On 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.

7.20. **Division or Distribution in Cash or Kind.** In order to satisfy a pecuniary gift or to distribute or divide trust assets into shares or partial shares, the trustee may distribute or divide those assets in kind, or divide undivided interests in those assets, or sell all or any part of those assets and distribute or divide the property in cash, in kind, or partly in cash and partly in kind. Property distributed to satisfy a pecuniary gift under this instrument shall be valued at its fair market value at the time of distribution. This section shall apply only to the extent that it does not conflict with the provisions in this instrument specifying allocation of assets involving the marital deduction share.

7.21. **Payments to Legally Incapacitated Persons.** If at any time any trust beneficiary is a minor, or it appears to the trustee that any trust beneficiary is incapacitated, incompetent, or for

any other reason not able to receive payments or make intelligent or responsible use of the payments, then the trustee, in lieu of making direct payments to the trust beneficiary, may make payments to the beneficiary's conservator or guardian; to the beneficiary's custodian under the Uniform Gifts to Minors Act or Uniform Transfers to Minors Act of any state; to the beneficiary's custodian under the California Uniform Transfers to Minors Act until the beneficiary reaches the age of twenty-five (25); to one or more suitable persons as the trustee deems proper, such as a relative of or a person residing with the beneficiary, to be used for the beneficiary's benefit; to any other person, firm, or agency for services rendered or to be rendered for the beneficiary's assistance or benefit; or to accounts in the beneficiary's name with financial institutions. If there is no custodian then-serving or nominated to serve by the settlor for a beneficiary, the personal representative or trustee, as the case may be, shall designate the custodian. The receipt of payments by any of the foregoing shall constitute a sufficient acquittance of the trustee for all purposes.

7.22. **Trustee's Liability.** No trustee shall be liable to any interested party for acts or omissions of that trustee, except those resulting from that trustee's willful misconduct or gross negligence. This standard shall also apply regarding a trustee's liability for the acts or omissions of any cotrustee, predecessor trustee, or agent employed by the trustee.

7.23. **Written Notice to Trustee.** Until the trustee receives written notice of any death or other event on which the right to payments from any trust may depend, the trustee shall incur no liability for disbursements made in good faith to persons whose interests may have been affected by that event.

7.24. **Waiver of Duty to Account.** Notwithstanding any provision of law to the contrary, at no time shall the trustee be required to render accounts to any person.

7.25. **Cotrustee May Delegate Acts to Other Cotrustee.** Any cotrustee may, from time to time, delegate to the other cotrustee routine acts of trust administration.

## **ARTICLE EIGHT**

### **CONCLUDING PROVISIONS**

8.1. **Perpetuities Savings Clause.** Notwithstanding any other provision of this instrument, every trust created by this instrument or by the exercise of any power of appointment created by this instrument shall terminate no later than twenty-one (21) years after the death of the last survivor of the settlors and their issue who are alive at the creation of the trust. For purposes of this perpetuities savings clause, a trust shall be deemed to have been created on the date the trust becomes irrevocable or the date of the death of the surviving settlor, whichever occurs first. If a trust is terminated under this section, the trustee shall distribute all of the principal and undistributed income of the trust to the income beneficiaries of the trust in the proportion in which they are entitled (or eligible, in the case of discretionary payments) to receive income immediately before the termination. If that proportion is not fixed by the terms of the trust, the trustee shall distribute all of the trust property to the persons then entitled or eligible to receive income from the trust outright in a manner that, in the trustee's opinion, will give effect to the intent of the settlors in creating the trust. The trustee's decision is to be final and incontestable by anyone.

8.2. **Simultaneous Death.** If the settlors die under circumstances in which the order of their deaths cannot be established by clear and convincing evidence, each settlor shall be deemed to have survived the other, and this instrument shall be construed accordingly. If any beneficiary and either or both settlors die under circumstances in which the order of their deaths cannot be established by clear and convincing evidence, the settlor or settlors shall be deemed to have

survived the beneficiary, and this instrument shall be construed accordingly.

8.3. **Survivorship Requirement.** For the purposes of this instrument, a beneficiary shall be deemed not to have survived a settlor if that beneficiary dies within thirty (30) days after that settlor's death.

8.4. **No-Contest Clause.** If any beneficiary under this instrument, singularly or in combination with any other person or persons, directly or indirectly contests this instrument, any amendment to this instrument, or the wills of the settlors in whole or in part, or opposes, objects to, or seeks to invalidate any of the provisions of this instrument or the wills of the settlors, or seeks to succeed to any part of the estate of the settlors other than in the manner specified in this instrument or in the wills of the settlors, then the right of that person to take any interest given to him or her by this instrument or any amendment to this instrument shall be void, and any gift or other interest in the trust property to which the beneficiary would otherwise have been entitled shall pass as if he or she had predeceased the settlors without issue.

8.5. **Definition of Deceased Settlor and Surviving Settlor.** In this instrument, the first settlor to die is referred to as the "deceased settlor" and the other settlor is referred to as the "surviving settlor."

8.6. **Definitions of Death Taxes, Debts, and Expenses.** As used in this instrument, the following definitions apply:

- (a) The term "death taxes" shall mean all inheritance, estate, succession, and other similar taxes that are payable by any person on account of that person's interest in the estate of a settlor or by reason of that settlor's death, including penalties and interest, but excluding the following: (i) any additional tax that may be assessed under Internal Revenue Code Section 2032A; and (ii) any federal or state tax imposed on any generation-skipping transfer, as that term is defined in the federal tax laws, unless that generation-skipping transfer tax is payable directly out of the assets of a trust created by this instrument.
- (b) The term "debts and expenses" shall include the following: (i) all costs, expenses of litigation, counsel fees, or other charges that the trustee incurs in connection with the

determination of the amount of the death taxes, interest, or penalties referred to in subsection (a) of this section; and (ii) legally enforceable debts, funeral expenses, expenses of last illness, and administration and property expenses.

**8.7. Intentional Omission of Children Born or Adopted After Execution of Trust.**

Except as otherwise provided in this instrument, the settlors have intentionally failed to provide in this instrument for any children born to or adopted by either settlor after the execution of this instrument.

**8.8. Definition of Incapacity.**

- (a) For purposes of this instrument, a person is deemed "incapacitated" or deemed to suffer from "incapacity" if any of the following circumstances apply:
  - (1) A medical doctor, a board-certified neuropsychologist, or a board-certified psychiatrist, not related by blood or marriage to any trustee or beneficiary, examines such person and declares under penalty of perjury that such person is either temporarily or permanently incapacitated, according to generally accepted medical definitions.
- (b) In case of temporary incapacity of a sole trustee, the successor trustee designated under this instrument shall serve during the period of temporary incapacity as though he or she were the only trustee. In case of temporary incapacity of a cotrustee, the other cotrustee shall make any and all decisions during the period of temporary incapacity as though that cotrustee were the only trustee.
- (c) Any trustee deemed to be temporarily incapacitated shall be deemed to be permanently incapacitated 90 days after the determination of temporary incapacity unless a determination of capacity is made within that 90-day period. If a determination of capacity is made, the trustee may resume serving as trustee. If there is a subsequent determination of incapacity, the trustee has another 90-day period to obtain a determination of capacity.
- (d) Any successor trustee or cotrustee serving in place of a temporarily incapacitated trustee shall not be relieved of liability until that trustee's account has been settled or an account has been waived by a majority of all current beneficiaries of the trust.
- (e) If any trustee or any beneficiary whose capacity is in question disputes the determination of incapacity under any of the standards listed above, such person may petition the court for a finding regarding that person's capacity. The court's finding shall be conclusive. If the court determines that the trustee or other person whose capacity is in question has capacity, the trust property shall bear all expenses associated with the examination or court proceeding. If the court sustains the determination of incapacity, the individual challenging the determination of

incapacity shall bear all expenses of the examination or court proceeding.

- (f) Each individual trustee agrees to cooperate in any examination reasonably necessary for the purpose of determining capacity, agrees to waive the doctor-patient privilege in respect to the results of such examination, and agrees to provide written authorization in compliance with the privacy regulations under the Health Insurance Portability and Accountability Act of 1996 (42 U.S.C. Section 1320d) and the provisions of California Civil Code Section 56.10 for the disclosure and use of that trustee's health information and medical records to the extent that such disclosure and use are necessary to make a determination of the trustee's capacity. Refusal to submit to the examination or to provide the waiver shall be deemed a resignation by that trustee.

8.9. **Definition of Education**. As used in this instrument, the term "education" refers to the following:

- (a) Education at public or private elementary, junior high, middle, or high schools, including boarding schools;
- (b) Undergraduate, graduate, and postgraduate study in any field, whether or not of a professional character, in colleges, universities, or other institutions of higher learning;
- (c) Specialized formal or informal training in music, the stage, the handicrafts, or the arts, whether by private instruction or otherwise; and
- (d) Formal or informal vocational or technical training, whether through programs or institutions devoted solely to vocational or technical training, or otherwise.

8.10. **Number and Gender**. As used in this instrument, references in the masculine gender shall be deemed to include the feminine and neuter genders, and vice versa, and references to the singular shall be deemed to include the plural, and vice versa, wherever the context so permits.

8.11. **Captions**. The captions appearing in this instrument are for convenience of reference only, and shall be disregarded in determining the meaning and effect of the provisions of this instrument.

8.12. **Severability Clause.** If any provision of this instrument is invalid, that provision shall be disregarded, and the remainder of this instrument shall be construed as if the invalid provision had not been included.

8.13. **California Law to Apply.** All questions concerning the validity, interpretation, and administration of this instrument, including any trusts created under this instrument, shall be governed by the laws of the State of California, regardless of the domicile of any trustee or beneficiary.

8.14. **Distribution to Issue.** Whenever a division of property is specified to be made under this instrument among the issue of an individual in the manner set forth in California Probate Code Section 246, the distribution shall be made as described in this section. The individual is referred to in this section as the Designated Ancestor. The first division shall be made at the generation of the Designated Ancestor's children, regardless of whether any of those children survive the Designated Ancestor. The property shall be divided into as many equal shares as there are children of the Designated Ancestor who survive the Designated Ancestor (if any) plus deceased children of the Designated Ancestor who leave issue who survive the Designated Ancestor. Each child of the Designated Ancestor who survives the Designated Ancestor shall receive one such equal share. The equal share of each deceased child of the Designated Ancestor who leaves issue who survive the Designated Ancestor shall in turn be divided among that deceased child's issue who survive the designated ancestor in the manner described in this section as if that deceased child were the Designated Ancestor as to that share.



**ARTICLE NINE**  
**SIGNATURE AND EXECUTION**

9.1. **Execution.** We certify that we have read the foregoing declaration of trust and that it correctly states the terms and conditions under which the trust estate is to be held, administered, and distributed. As trustees of the trusts created by this declaration of trust, we approve this declaration of trust in all particulars, and agree to be bound by its terms and conditions. As settlors of the trusts created by this declaration of trust, we approve this declaration of trust in all particulars, and agree to be bound by its terms and conditions.

Executed on November 16, 2007 at North Hollywood, California.

**SETTLORS-TRUSTEES**

  
MARTIN MINSTER

  
BARBARA MINSTER

## ACKNOWLEDGMENT

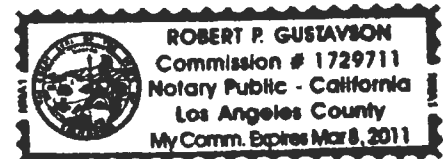
State of California  
County of Los Angeles

On 11/16/07 before me, Robert P Gustavson, Notary Public,  
personally appeared Barbara Minster

~~personally known to me~~ (or proved to me on the basis of satisfactory evidence) to be the  
person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that  
he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their  
signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s)  
acted, executed the instrument.

WITNESS my hand and official seal

Signature Robert P Gustavson (Seal)



## ACKNOWLEDGMENT

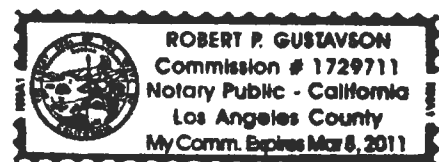
State of California  
County of Los Angeles

On 11/16/07 before me, Robert P Gustavson, Notary Public,  
personally appeared Martin Minster

~~personally known to me~~ (or proved to me on the basis of satisfactory evidence) to be the  
person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that  
he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their  
signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s)  
acted, executed the instrument.

WITNESS my hand and official seal

Signature Robert P Gustavson (Seal)



# EXHIBIT 2

# EXHIBIT 2

*Second Restated Barbara & Martin Minster Family  
Trust*

Petition to Determine Validity of  
Purported First Amended to Trust

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**20160342580**



Pages:  
0016

Recorded/Filed in Official Records  
Recorder's Office, Los Angeles County,  
California

03/29/16 AT 08:00AM

FEES:	85.00
TAXES:	0.00
OTHER:	0.00
PAID:	85.00



LEADSHEET



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SEQ:  
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DAR - Title Company (Hard Copy)



THIS FORM IS NOT TO BE DUPLICATED

T62

2

**FIDELITY NATIONAL TITLE  
ORANGE COUNTY**

Recording Requested By:  
HighTechLending Inc.

When Recorded, mail to:  
HighTechLending Inc.  
2030 Main St., #350  
Irvine, CA 92614



# 110728

Apr. 2309-005-016 [Space Above This Line For Recording Data]

State of CALIFORNIA

FHA Case No. 197-7516582-962  
Loan No. R129-2427303  
MIN: 1005220-0005002640-7

**ADJUSTABLE RATE  
HOME EQUITY CONVERSION DEED OF TRUST**

**THIS DEED OF TRUST SECURES A REVERSE MORTGAGE LOAN**

**THIS SECURITY INSTRUMENT SECURES A LOAN THAT  
PROVIDES FOR NEGATIVE AMORTIZATION AND  
COMPOUNDING OF INTEREST. INTEREST THAT IS  
UNPAID WILL BE ADDED TO PRINCIPAL AND INTEREST  
WILL BE CHARGED THEREON.**

THIS DEED OF TRUST ("Security Instrument") is made on **March 22, 2016**. The trustor is **Martin Minster, A Widower**, whose address is **7831 LAURELGROVE AVENUE, NORTH HOLLYWOOD, California 91605** ("Borrower"). The term "Borrower" does not include the Borrower's successors and assigns. The trustee is **Fidelity National Title Company-IRVINE, 19000 MacArthur Blvd, Ste 300, Irvine, CA 92612** ("Trustee"). The beneficiary is **Mortgage Electronic Registration Systems Inc. ("MERS")**, which is organized and existing under the laws of **Delaware**, and whose address is **P.O. Box 2026, Flint, MI 48501-2026, telephone (888) 679-MERS**. **HighTechLending Inc.** is organized and existing under the laws of **United States of America**, and has an address of **2030 Main St., #350, Irvine, CA 92614** ("Lender"). Borrower has agreed to repay to Lender amounts which Lender is obligated to advance, including future advances made on Borrower's behalf, under the terms of a Home Equity Conversion Mortgage Loan Agreement dated the same date as this Security Instrument ("Loan Agreement"). The agreement to repay is evidenced by Borrower's Adjustable-Rate Note dated the same date as this Security Instrument ("Note"). **The beneficiary of this Security Instrument is MERS (solely as nominee for Lender and Lender's successors and assigns) and the successors and assigns of MERS.** This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest at a rate subject to adjustment (interest), and

all renewals, extensions and modifications of the Note, up to a maximum principal amount of **Seven Hundred Fifty Six Thousand Dollars and Zero Cents (U.S. \$756,000.00)**; (b) the payment of all other sums, with interest, advanced under Paragraph 5 to protect the security of this Security Instrument or otherwise due under the terms of this Security Instrument; and (c) the performance of Borrower's covenants and agreements under this Security Instrument and the Note and the Loan Agreement. For this purpose, Borrower irrevocably grants and conveys to Trustee, in trust, with power of sale, the following described property located in LOS ANGELES County, CALIFORNIA:

**See legal description as Exhibit A attached hereto and made a part hereof for all intents and purposes**

which has the address of

**7831 LAURELGROVE AVENUE, NORTH HOLLYWOOD, California 91605, ("Property Address")**

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property." Borrower understands and agrees that MERS holds only legal title to the interests granted by Borrower in this Security Instrument, but, if necessary to comply with law or custom, MERS (as nominee for Lender and Lender's successors and assigns) has the right: to exercise any or all of those interests, including, but not limited to, the right to foreclose and sell the Property; and to take any action required of Lender including, but not limited to, releasing and canceling this Security Instrument.

BORROWER COVENANTS that Borrower is lawfully seised of the estate hereby conveyed and has the right to grant and convey the Property and that the Property is unencumbered. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

**1. Payment of Principal and Interest.** Borrower shall pay when due the principal of, and interest on, the debt evidenced by the Note.

**2. Payment of Property Charges.** Borrower shall pay all property charges consisting of property taxes, hazard insurance premiums, flood insurance premiums, ground rents, condominium fees, planned unit development fees, homeowner's association fees, and any other special assessments that may be required by local or state law in a timely manner, and shall provide evidence of payment to Lender, unless Lender pays certain property charges as provided for and in accordance with the Loan Agreement unless Lender pays property charges as provided for and in accordance with the Loan Agreement.

**3. Fire, Flood and Other Hazard Insurance.** Borrower shall insure all improvements on the Property, whether now in existence or subsequently erected, against any hazards, casualties, and contingencies, including, but not limited to, fire and flood, for which Lender requires insurance. Such insurance shall be maintained in the amounts, and for the periods that Lender requires; Lender has the discretion to

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increase or decrease the amount of any insurance required at any time provided the amount is equal to or greater than any minimum required by the Secretary of Housing and Urban Development ("Secretary"). Whether or not Lender imposes a flood insurance requirement, Borrower shall at a minimum insure all improvements on the Property, whether now in existence or subsequently erected, against loss by floods to the extent required by the Secretary. If the Lender imposes insurance requirements, all insurance shall be carried with companies approved by Lender, and the insurance policies and any renewals shall be held by Lender and shall include loss payable clauses in favor of, and in a form acceptable to, Lender.

In the event of loss, Borrower shall give Lender immediate notice by mail. Lender may make proof of loss if not made promptly by Borrower. Each insurance company concerned is hereby authorized and directed to make payment for such loss to Lender instead of to Borrower and Lender jointly. Insurance proceeds shall be applied to restoration or repair of the damaged Property, if the restoration or repair is economically feasible and Lender's security is not lessened. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied first to the reduction of any indebtedness under a Second Note and Second Security Instrument (as described in Paragraph 15) held by the Secretary on the Property and then to the reduction of the indebtedness under the Note and this Security Instrument. Any excess insurance proceeds over an amount required to pay all outstanding indebtedness under the Note and this Security Instrument shall be paid to the entity legally entitled thereto.

In the event of foreclosure of this Security Instrument or other transfer of title to the Property that extinguishes the indebtedness, all right, title and interest of Borrower in and to insurance policies in force shall pass to the purchaser.

**4. Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application; Leaseholds.** Borrower shall occupy, establish, and use the Property as Borrower's Principal Residence after the execution of this Security Instrument and Borrower (or at least one Borrower, if initially more than one person are Borrowers) shall continue to occupy the Property as Borrower's Principal Residence for the term of the Security Instrument.

Borrower shall not commit waste or destroy, damage or substantially change the Property or allow the Property to deteriorate, reasonable wear and tear excepted. Borrower shall also be in default if Borrower, during the loan application process, gave materially false or inaccurate information or statements to Lender (or failed to provide Lender with any material information) in connection with the loan evidenced by the Note, including, but not limited to, representations concerning Borrower's occupancy of the Property as a Principal Residence. If this Security Instrument is on a leasehold, Borrower shall comply with the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and fee title shall not be merged unless Lender agrees to the merger in writing.

**5. Charges to Borrower and Protection of Lender's Rights in the Property.** Borrower shall pay all governmental or municipal charges, fines and impositions that are not included in Paragraph 2. Borrower shall pay these obligations on time directly to the entity which is owed the payment. If failure to pay would adversely affect Lender's interest in the Property, upon Lender's request Borrower shall promptly furnish to Lender receipts evidencing these payments. Borrower shall promptly discharge any lien which has priority over this Security Instrument in the manner provided in Paragraph 14(c).

If Borrower fails to make these payments or pay the property charges required by Paragraph 2, or fails to perform any other covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, for condemnation or to enforce laws or regulations), then Lender may do and pay whatever

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is necessary to protect the value of the Property and Lender's rights in the Property, including payment of taxes, hazard insurance and other items mentioned in Paragraph 2.

To protect Lender's security in the Property, Lender shall advance and charge to Borrower all amounts due to the Secretary for the Mortgage Insurance Premium as defined in the Loan Agreement as well as all sums due to the loan servicer for servicing activities as defined in the Loan Agreement. Any amounts disbursed by Lender under this Paragraph shall become an additional debt of Borrower as provided for in the Loan Agreement and shall be secured by this Security Instrument.

**6. Inspection.** Lender or its agent may enter on, inspect or make appraisals of the Property in a reasonable manner and at reasonable times provided that Lender shall give the Borrower notice prior to any inspection or appraisal specifying a purpose for the inspection or appraisal which must be related to Lender's interest in the Property. If the Property is vacant or abandoned or the loan is in default, Lender may take reasonable action to protect and preserve such vacant or abandoned Property without notice to the Borrower.

**7. Condemnation.** The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation, or other taking of any part of the Property, or for conveyance in place of condemnation shall be paid to Lender. The proceeds shall be applied first to the reduction of any indebtedness under a Second Note and Second Security Instrument held by the Secretary on the Property, and then to the reduction of the indebtedness under the Note and this Security Instrument. Any excess proceeds over an amount required to pay all outstanding indebtedness under the Note and this Security Instrument shall be paid to the entity legally entitled thereto.

**8. Fees.** Lender may collect fees and charges authorized by the Secretary.

**9. Non-Borrowing Spouse.** Borrower, N/A is married to N/A ("Non-Borrowing Spouse"), who is not a Borrower under the terms of the "Second Note," "Loan Agreement" or this Security Instrument.

(a) **Eligible Non-Borrowing Spouse** - a Non-Borrowing Spouse identified by the Borrower who meets, and continues to meet, the Qualifying Attributes requirements established by the Secretary that the Non-Borrowing Spouse must satisfy in order to be eligible for the Deferral Period.

(b) **Ineligible Non-Borrowing Spouse** - A Non-Borrowing Spouse who does not meet the Qualifying Attributes requirements established by the Secretary that the Non-Borrowing Spouse must satisfy in order to be eligible for the Deferral Period.

**10. Grounds for Acceleration of Debt.**

**(a) Due and Payable - Death.**

(i) Except as provided in Paragraph 10(a)(ii), Lender may require immediate payment in full of all sums secured by this Security Instrument if a Borrower dies and the Property is not the Principal Residence of at least one surviving Borrower.

(ii) Lender shall defer the due and payable requirement under Paragraph 10(a)(i) above for any period of time ("Deferral Period") in which a Non-Borrowing Spouse identified in Paragraph 9 qualifies as an Eligible Non-Borrowing Spouse and certifies all of the following conditions are, and continue to be, met:



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- a. Such Eligible Non-Borrowing Spouse remained the spouse of the identified Borrower for the duration of such Borrower's lifetime;
  - b. Such Eligible Non-Borrowing Spouse has occupied, and continues to occupy, the Property [his/her] Principal Residence;
  - c. Such Eligible Non-Borrowing Spouse has established legal ownership or other ongoing legal right to remain in the property securing this Note;
  - d. All other obligations of the Borrower under the Note, the Loan Agreement and this Security Instrument continue to be satisfied; and
  - e. The Note is not eligible to be called due and payable for any other reason.

This sub paragraph (ii) is inapplicable or null and void if an Eligible Non-Borrowing Spouse is or becomes an Ineligible Non-Borrowing Spouse at any time. Further, during a deferral of the due and payable status, should any of the conditions for deferral listed in this Paragraph cease to be met, such a deferral shall immediately cease and the Note will become immediately due and payable in accordance with the provisions of Paragraph 6 (A)(i) of the Note.

**(b) Due and Payable - Sale.** Lender may require immediate payment in full of all sums secured by this Security Instrument if all of a Borrower's title in the Property (or his or her beneficial interest in a trust owning all or part of the Property) is sold or otherwise transferred and no other Borrower retains title to the Property in fee simple or retains a leasehold under a lease for not less than 99 years which is renewable or a lease having a remaining period of not less than 50 years beyond the date of the 100th birthday of the youngest Borrower or retains a life estate (or retaining a beneficial interest in a trust with such an interest in the Property). A deferral of due and payable status is not permitted when a Lender requires immediate payment in full under this paragraph.

**(c) Due and Payable with Secretary Approval.** - Lender may require immediate payment in full of all sums secured by this Security Instrument, upon approval of the Secretary, if:

- (i) Property ceases to be the Principal Residence of a Borrower for reasons other than death and the Property is not the Principal Residence of at least one other Borrower; or
- (ii) For a period of longer than twelve (12) consecutive months, a Borrower fails to occupy the Property because of physical or mental illness and the Property is not the Principal Residence of at least one other Borrower; or
- (iii) An obligation of the Borrower under this Security Instrument is not performed.

A deferral of due and payable status is not permitted when a Lender requires immediate payment in full under this Paragraph 10(C).

**(d) Notice and Certification to Lender.** Borrower shall complete and provide to the Lender on an annual basis a certification, in a form prescribed by the Lender, stating whether the Property remains the Borrower's Principal Residence and, if applicable, the Principal Residence of his or her Non-Borrowing Spouse. Where a Borrower has identified a Non-Borrowing Spouse in Paragraph 9 and the identified Non-Borrowing Spouse qualifies as an Eligible Non-Borrowing Spouse, the Borrower shall also complete and provide to the Lender on an annual basis an Eligible Non-Borrowing Spouse certification, in a form prescribed by the Lender, certifying that all requirements for the application of a Deferral Period continue to apply and continue to be met.

During a Deferral Period, the annual Principal Residence certification must continue to be completed and provided to the Lender by the Eligible Non-Borrowing Spouse. The Borrower shall also notify Lender whenever any of the events listed in Paragraph 10 (b) and (c) occur.

**(e) Notice to Secretary and Borrower.** Lender shall notify the Secretary and Borrower whenever the loan becomes due and payable under Paragraph 10 (b) and (c). Lender shall not have the right to commence foreclosure until Borrower has had thirty (30) days after notice to either:

- (i) Correct the matter which resulted in the Security Instrument coming due and payable; or
- (ii) Pay the balance in full; or
- (iii) Sell the Property for the lesser of the balance or ninety-five (95%) of the appraised value and apply the net proceeds of the sale toward the balance; or
- (iv) Provide the Lender with a deed-in-lieu of foreclosure.

**(f) Notice to Secretary and Eligible Non-Borrowing Spouse.** Lender shall notify the Secretary and any Eligible Non-Borrowing Spouse whenever any event listed in Paragraph 10 (b) and (c) occurs during a Deferral Period.

**(g) Trusts.** Conveyance of a Borrower's interest in the Property to a trust which meets the requirements of the Secretary, or conveyance of a trust's interests in the Property to a Borrower, shall not be considered a conveyance for purposes of this Paragraph 10. A trust shall not be considered an occupant or be considered as having a Principal Residence for purposes of this Paragraph 10.

**(h) Mortgage Not Insured.** Borrower agrees that should this Security Instrument and the Note not be eligible for insurance under the National Housing Act within eight (8) months from the date hereof, if permitted by applicable law Lender may, at its option, require immediate payment-in-full of all sums secured by this Security Instrument. A written statement of any authorized agent of the Secretary dated subsequent to eight (8) months from the date hereof, declining to insure this Security Instrument and the Note, shall be deemed conclusive proof of such ineligibility. Notwithstanding the foregoing, this option may not be exercised by Lender when the unavailability of insurance is solely due to Lender's failure to remit a mortgage insurance premium to the Secretary.

**11. No Deficiency Judgments.** Borrower shall have no personal liability for payment of the debt secured by this Security Instrument. Lender may enforce the debt only through sale of the Property. Lender shall not be permitted to obtain a deficiency judgment against Borrower if the Security Instrument is foreclosed. If this Security Instrument is assigned to the Secretary upon demand by the Secretary, Borrower shall not be liable for any difference between the mortgage insurance benefits paid to Lender and the outstanding indebtedness, including accrued interest, owed by Borrower at the time of the assignment.

**12. Reinstatement by Borrower.** Borrower has a right to be reinstated if Lender has required immediate payment in full. This right applies even after foreclosure proceedings are instituted. To reinstate this Security Instrument, Borrower shall correct the condition which resulted in the requirement for immediate payment in full. Foreclosure costs and reasonable and customary attorney's fees and

expenses properly associated with the foreclosure proceeding shall be added to the Principal Balance. Upon reinstatement by Borrower, this Security Instrument and the obligations that it secures shall remain in effect as if Lender had not required immediate payment in full. However, Lender is not required to permit reinstatement if: (i) Lender has accepted reinstatement after the commencement of foreclosure proceedings within two (2) years immediately preceding the commencement of a current foreclosure proceeding, (ii) reinstatement will preclude foreclosure on different grounds in the future, or (iii) reinstatement will adversely affect the priority of the Security Instrument.

**13. Deferral Period Reinstatement.** If a Deferral Period ceases or becomes unavailable because a Non-Borrowing Spouse no longer satisfies the Qualifying Attributes for a Deferral Period and has become an Ineligible Non-Borrowing Spouse, neither the Deferral Period nor the Security Instrument may be reinstated. In the event a Deferral Period ceases because an obligation of the Note, the Loan Agreement, or this Security Instrument has not been met or the Note has become eligible to be called due and payable and is in default for a reason other than death, an Eligible Non-Borrowing Spouse may have a Deferral Period and this Security Instrument reinstated provided that the condition which resulted in the Deferral Period ceasing is corrected within thirty (30) days. A Lender may require the Eligible Non-Borrowing spouse to pay for foreclosure costs and reasonable and customary attorney's fees and expenses properly associated with the foreclosure proceeding, such costs may not be added to the Principal Balance. Upon reinstatement by an Eligible Non-Borrowing Spouse, the Deferral Period and this Security Instrument and the obligations that it secures shall remain in effect as if the Deferral Period had not ceased and the Lender had not required immediate payment in full. However, Lender is not required to permit reinstatement if: (i) the Lender has accepted a reinstatement of either the Deferral Period or this Security Instrument within the past two (2) years immediately preceding the current notification to the Eligible Non-Borrowing Spouse that the mortgage is due and payable; (ii) reinstatement of either the Deferral Period or this Security Instrument will preclude foreclosure in the future, or (iii) reinstatement of either the Deferral Period or Security Instrument will adversely affect the priority of this Security Instrument.

#### **14. Lien Status.**

##### **(a) Modification.**

Borrower agrees to extend this Security Instrument in accordance with this Paragraph 14(a). If Lender determines that the original lien status of the Security Instrument is jeopardized under state law (including but not limited to situations where the amount secured by the Security Instrument equals or exceeds the maximum principal amount stated or the maximum period under which loan advances retain the same lien priority initially granted to loan advances has expired) and state law permits the original lien status to be maintained for future loan advances through the execution and recordation of one or more documents, then Lender shall obtain title evidence at Borrower's expense. If the title evidence indicates that the Property is not encumbered by any liens (except this Security Instrument, the Second Security Instrument described in Paragraph 15(A) and any subordinate liens that the Lender determines will also be subordinate to any future loan advances), Lender shall request the Borrower to execute any documents necessary to protect the lien status of future loan advances. Borrower agrees to execute such documents. If state law does not permit the original lien status to be extended to future loan advances, Borrower will be deemed to have failed to have performed an obligation under this Security Instrument.

##### **(b) Tax Deferral Programs.**

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Borrower shall not participate in a real estate tax deferral program, if any liens created by the tax deferral are not subordinate to this Security Instrument.

**(c) Prior Liens.**

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) contests in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien or forfeiture of any part of the Property; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to all amounts secured by this Security Instrument. If Lender determines that any part of the Property is subject to a lien which may attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above within ten (10) days of the giving of notice.

**15. Relationship to Second Security Instrument.**

**(a) Second Security Instrument.** In order to secure payments which the Secretary may make to or on behalf of Borrower pursuant to Section 255(i)(1)(A) of the National Housing Act and the Loan Agreement, the Secretary has required Borrower to execute a Second Note and a Second Security Instrument on the Property.

**(b) Relationship of First and Second Security Instruments.** Payments made by the Secretary shall not be included in the debt under the Note unless:

(i) This Security Instrument is assigned to the Secretary; or

(ii) The Secretary accepts reimbursement by the Lender for all payments made by the Secretary.

If the circumstances described in (i) or (ii) occur, then all payments by the Secretary, including interest on the payments, but excluding late charges paid by the Secretary, shall be included in the debt under the Note.

**(c) Effect on Borrower.** Where there is no assignment or reimbursement as described in (b)(i) or (ii) and the Secretary makes payments to Borrower, then Borrower shall not:

(i) Be required to pay amounts owed under the Note, or pay any rents and revenues of the Property under Paragraph 23 to Lender or a receiver of the Property, until the Secretary has required payment-in-full of all outstanding principal and accrued interest under the Second Note; or

(ii) Be obligated to pay interest or shared appreciation under the Note at any time, whether accrued before or after the payments by the Secretary, and whether or not accrued interest has been included in the principal balance under the Note.

**(d) No Duty of the Secretary.** The Secretary has no duty to Lender to enforce covenants of the Second Security Instrument or to take actions to preserve the value of the Property, even though Lender may be unable to collect amounts owed under the Note because of restrictions in this

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Paragraph 15.

**16. Forbearance by Lender Not a Waiver.** Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

**17. Successors and Assigns Bound; Joint and Several Liability.** The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender. Borrower may not assign any rights or obligations under this Security Instrument or under the Note, except to a trust that meets the requirements of the Secretary. Borrower's covenants and agreements shall be joint and several.

Notwithstanding anything to the contrary herein, upon the death of the last surviving Borrower, the Borrower's successors and assigns will be bound to perform Borrower's obligations under this Security Instrument.

**18. Notices.** Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to the Property Address or any other address all Borrowers jointly designate. Any notice to Lender shall be given by first class mail to Lender's address stated herein or any address Lender designates by notice to Borrower. Any notice to a Non-Borrowing Spouse provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to the Property Address. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower, Lender, or Non-Borrowing Spouse when given as provided in this Paragraph 17.

**19. Governing Law; Severability.** This Security Instrument shall be governed by Federal law and the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Security Instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Note are declared to be severable.

**20. Borrower's Copy.** Borrower shall be given one conformed copy of the Note and this Security Instrument.

**21. Third-Party Beneficiary.** Except as set forth in Paragraph 10(a)(ii) and only for an Eligible Non-Borrowing Spouse, this Security Instrument does not and is not intended to confer any rights or remedies upon any person other than the parties. Borrower agrees that it is not a third-party beneficiary to the Contract of Insurance between HUD and Lender.

**22. Capitalized Terms.** Capitalized terms not defined in this Security Instrument shall have the meanings ascribed to them in the Loan Agreement.

NON-UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

**23. Assignment of Rents.** Borrower unconditionally assigns and transfers to Lender all the rents and revenues of the Property. Borrower authorizes Lender or Lender's agents to collect the rents and revenues and hereby directs each tenant of the Property to pay the rents to Lender or Lender's agents. However, prior to Lender's notice to Borrower of Borrower's breach of any covenant or agreement in the Security Instrument, Borrower shall collect and receive all rents and revenues of the Property as trustee for the benefit of Lender and Borrower. This assignment of rents constitutes an absolute assignment and

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not an assignment for additional security only.

If Lender gives notice of breach to Borrower: (a) all rents received by Borrower shall be held by Borrower as trustee for benefit of Lender only, to be applied to the sums secured by this Security Instrument; (b) Lender shall be entitled to collect and receive all of the rents of the Property; and (c) each tenant of the Property shall pay all rents due and unpaid to Lender or Lender's agent on Lender's written demand to the tenant.

Borrower has not executed any prior assignment of the rents and has not and will not perform any act that would prevent Lender from exercising its rights under this Paragraph 22.

Lender shall not be required to enter upon, take control of or maintain the Property before or after giving notice of breach to Borrower. However, Lender or a judicially appointed receiver may do so at any time there is a breach. Any application of rents shall not cure or waive any default or invalidate any other right or remedy of Lender. This assignment of rents of the Property shall terminate when the debt secured by this Security Instrument is paid in full.

**24. Foreclosure Procedure.** If Lender requires immediate payment-in-full under Paragraph 10, Lender may invoke the power of sale and any other remedies permitted by applicable law. Lender shall be entitled to collect all costs and expenses incurred in pursuing the remedies provided in this Paragraph 24, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

If Lender invokes the power of sale, Lender shall execute or cause Trustee to execute a written notice of the occurrence of an event of default and of Lender's election to cause the Property to be sold. Trustee shall cause this notice to be recorded in each county in which any part of the Property is located. Lender or Trustee shall mail copies of the notice as prescribed by applicable law to Borrower and to the other persons prescribed by applicable law. Trustee shall give public notice of sale to the persons and in the manner prescribed by applicable law. After the time required by applicable law, Trustee, without demand on Borrower, shall sell the Property at public auction to the highest bidder at the time and place and under the terms designated in the notice of sale in one or more parcels and in any order Trustee determines. Trustee may postpone sale of all or any parcel of the Property by public announcement at the time and place of any previously scheduled sale. Lender or its designee may purchase the Property at any sale.

Trustee shall deliver to the purchaser Trustee's deed conveying the Property without any covenant or warranty, expressed or implied. The recitals in the Trustee's deed shall be prima facie evidence of the truth of the statements made therein. Trustee shall apply the proceeds of the sale in the following order: (a) to all expenses of the sale, including, but not limited to, reasonable Trustee's and attorneys' fees; (b) to all sums secured by this Security Instrument; and (c) any excess to the person or persons legally entitled to it.

**25. Lien Priority.** The full amount secured by this Security Instrument shall have the same priority over any other liens on the Property as if the full amount had been disbursed on the date the initial disbursement was made, regardless of the actual date of any disbursement. The amount secured by this Security Instrument shall include all direct payments by Lender to Borrower and all other loan advances permitted by this Security Instrument for any purpose. This lien priority shall apply notwithstanding any State constitution, law or regulation, except that this lien priority shall not affect the priority of any liens for unpaid State or local governmental unit special assessments or taxes.

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**26. Adjustable-Rate Feature.** Under the Note, the initial stated interest rate of 3.711% which accrues on the unpaid principal balance ("Initial Interest Rate") is subject to change, as described below. When the interest rate changes, the new adjusted interest rate will be applied to the total outstanding principal balance. Each adjustment to the interest rate will be based upon the average of interbank offered rates for one-year U.S. dollar denominated deposits in the London Market ("LIBOR"), as published in The Wall Street Journal ("Index"), rounded to three digits to the right of the decimal point, plus a margin. If the Index is no longer available, Lender will be required to use any index prescribed by the Department of Housing and Urban Development. Lender will give Borrower notice of new index.

Lender will perform the calculations described below to determine the new adjusted interest rate. The interest rate may change on **April 1, 2017** and **on that day of each succeeding year**. "Change Date" means each date in which the interest rate could change.

The value of the Index will be determined, using the most recent Index figure available thirty (30) days before the Change Date ("Current Index"). Before each Change Date, the new interest rate will be calculated by adding a margin to the Current Index. The sum of the margin plus the Current Index will be called the "Calculated Interest Rate" for each Change Date. The Calculated Interest Rate will be compared to the interest rate in effect immediately prior to the current Change Date (the "Existing Interest Rate").

The Calculated Interest Rate cannot be more than 2.0 percentage points higher or lower than the Existing Interest Rate, nor can it be more than 5.0 percentage points higher or lower than the Initial Interest Rate.

The Calculated Interest Rate will be adjusted if necessary to comply with the rate limitation(s) described above and will be in effect until the next Change Date. At any change date, if the Calculated Interest Rate equals the Existing Interest Rate, the interest rate will not change.

**27. Obligatory Loan Advances.** Lender's responsibility to make Loan Advances under the terms of the Loan Agreement shall be deemed obligatory.

**28. Reconveyance.** Upon payment of all sums secured by this Security Instrument, Lender shall request Trustee to reconvey the Property and shall surrender this Security Instrument and all notes evidencing debt secured by this Security Instrument to Trustee. Trustee shall reconvey the Property without warranty to the person or persons legally entitled to it. Lender may charge such person or persons a reasonable fee for reconveying the Property as permitted under applicable law. If the fee charged does not exceed the fee set by applicable law, the fee is conclusively presumed to be reasonable.

**29. Substitute Trustee.** Lender, at its option, may from time to time appoint a successor trustee to any Trustee appointed hereunder by an instrument executed and acknowledged by Lender and recorded in the office of the Recorder of the county in which the Property is located. The instrument shall contain the name of the original Lender, Trustee and Borrower, the book and page where this Security Instrument is recorded and the name and address of the successor trustee. Without conveyance of the Property, the successor trustee shall succeed to all the title, powers and duties conferred upon the Trustee herein and by applicable law. This procedure for substitution of trustee shall govern to the exclusion of all other provisions for substitution.

**30. Statement of Obligation Fee.** Lender may collect a fee not to exceed the maximum amount

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permitted by applicable law for furnishing the statement of obligation as provided by Section 2943 of the Civil Code of California.

**31. Riders to this Security Instrument.** If one or more riders are executed by Borrower and recorded together with this Security Instrument, the covenants of each such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument. [Check applicable box(es).]

☐ Condominium Rider

☐ Planned Unit Development Rider

☐ Other [Specify]

**31. Nominee Capacity of MERS.** MERS serves as beneficiary of record and secured party solely as nominee for Lender and its successors and assigns and holds legal title to the interests granted, assigned, and transferred herein. All payments or deposits with respect to the Secured Obligations shall be made to Lender, all advances under the Loan Documents shall be made by Lender, and all consents, approvals, or other determinations required or permitted of Beneficiary herein shall be made by Lender. MERS shall at all times comply with the instructions of Lender and its successors and assigns. If necessary to comply with law or custom, MERS (for the benefit of Lender and its successors and assigns) may be directed by Lender to exercise any or all of those interests, including without limitation, the right to foreclose and sell the Property, and take any action required of Lender, including without limitation, a release, discharge or reconveyance of this Deed of Trust.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any rider(s) executed by Borrower and recorded with it.

Witnesses:

\_\_\_\_\_

\_\_\_\_\_

  
Martin Minster

(SEAL)

3-22-16  
Date



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\_\_\_\_\_|Space Below This Line For Acknowledgment|\_\_\_\_\_

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.

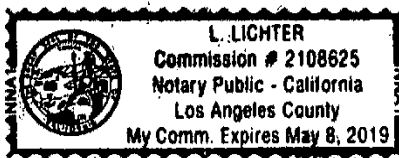
State of CALIFORNIA

County of Los Angeles

On March 22, 2016 before me, L. Lichter, Notary Public, personally appeared Martin Minster, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/~~she/they~~ executed the same in his/~~her/their~~ authorized capacity(ies), and that by his/~~her/their~~ signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.



Signature [Handwritten Signature] (Seal)

**Loan Originator Organization**

Mortgage Loan Originator Organization: **HighTechLending Inc.**

Nationwide Mortgage Licensing system and Registry Identification Number: **7147**

**Individual Loan Originator**

Mortgage Loan Originator: **Cory S.H.V van Vliet**

Nationwide Mortgage Licensing system and Registry Identification Number: **1093663**

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### **EXHIBIT A**

Exhibit A to the Security Instrument made on **March 22, 2016**, by **Martin Minster, A Widower** ("Borrower") to **Mortgage Electronic Registration Systems, Inc. ("MERS")** ("Beneficiary"). The Property is located in the county of **LOS ANGELES**, state of **California**, described as follows:

### **Description of Property**

LEGAL DESCRIPTION ATTACHED HERETO AND MADE A PART HEREOF

PRELIMINARY REPORT  
YOUR REFERENCE:

Fidelity National Title Company  
ORDER NO.: 00110728-001-KN-DBI

16

**EXHIBIT A**  
**LEGAL DESCRIPTION**

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF NORTH HOLLYWOOD, IN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

LOT 12, TRACT NO. 13907, IN THE CITY OF LOS ANGELES, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 328 PAGE 20 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

APN: 2309-005-016

# EXHIBIT 3

# EXHIBIT 3

*Second Restated Barbara & Martin Minster Family  
Trust*

Petition to Determine Validity of  
Purported First Amended to Trust



All Categories

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☐ Include description

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Categories

All

Collectibles

- Collectible Funko Bobbleheads (1970-Now)
- Collectible Clown & Circus Figurines
- Franklin Mint Collector Plates
- Collectible Decorative Trinket Boxes
- Disney Plates (1968-Now)
- [More](#)

Jewelry & Watches

- Men's Bolo Ties
- Retro Costume Necklaces & Pendants
- Retro Costume Pins & Brooches
- Fashion Jewelry Sets
- Wristwatches
- [More](#)

Entertainment Memorabilia

- TV Memorabilia Black & White Photos (1980-1989)
- Promotional Movie Hats
- Other TV Photos
- Other KISS Memorabilia
- TV Memorabilia Unsigned Original Scripts
- [More](#)

Clothing, Shoes & Accessories

- Women's Heels
- Women's Wallets
- [More](#)

[Show more](#)

Guaranteed Delivery [see all](#)

- ☒ No Preference
- ☐ 1 Day Shipping
- ☐ 2 Day Shipping
- ☐ 3 Day Shipping
- ☐ 4 Day Shipping

Condition [see all](#)

- ☐ New (97)
- ☐ Used (72)
- ☐ Not Specified (45)

Price

- ☐ Under \$35.00
- ☐ Over \$35.00

\$  to \$  [»](#)

All Listings Auction Buy It Now

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NAVAJO - STERLING SILVER Bull Pendant with pearl n feathers - NATIVE AMERICAN

New (Other)

\$34.99

or Best Offer  
+\$5.45 shipping

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NEW LISTING SHISEIDO CF/ #B6 Discontinued RARE NEW!! old stock This Is A Wet/dry Pwdr.

Brand New

\$22.99

or Best Offer  
+\$5.45 shipping

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NEW LISTING STAR TREK 1995 never washed or worn perfect Large Tee Shirt tv show

\$39.99

or Best Offer  
+\$6.95 shipping

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NEW LISTING FABERGE PIN 1980s cute never worn

Brand New

\$54.99

or Best Offer  
+\$4.25 shipping

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Bradford Exchange "NATIVE BEAUTY " Collection I have plate issue 3 5 7 and 8

Pre-Owned

\$39.99

or Best Offer

Format see all

- ☒ All Listings (214)
- ☐ Auction (0)
- ☐ Buy It Now (214)

Item Location see all

- ☐ Default
- ☒ Within

100 miles of 91601 >>
- ☐ US Only
- ☐ North America
- ☐ Worldwide

Delivery Options see all

- ☐ Free shipping

Show only see all

- ☐ Free Returns
- ☐ Returns accepted
- ☐ Completed listings
- ☐ Sold listings
- ☐ Deals & Savings

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KNOTS LANDING  
"Tomorrow Never Knows..."

\$24.99

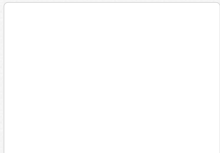
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KNOTS LANDING /  
Joseph B. Wallenstein...

\$100.00

Buy It Now  
Free shipping



+\$14.95 shipping

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CLIFFS by White Mountain Rachelle CAT FACE  
Shoes 8 1/2 new never worn see PICS

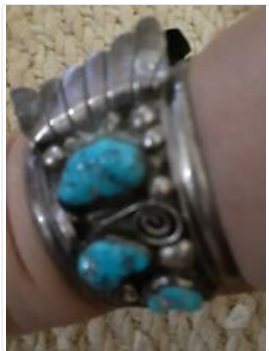
Brand New

\$34.99

or Best Offer  
+\$9.99 shipping

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TURQUOISE STIRLING SILVER Navajo Wide  
Watch Bracelet VINTAGE 1970s

Pre-Owned

\$274.99

or Best Offer  
+\$6.45 shipping

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NEW LISTING DISNEY MICKEY MOUSE  
BRIGHTON Womens Belt Leather Braided  
Black VINTAGE 32"

Pre-Owned

\$39.99

or Best Offer  
+\$3.99 shipping

[Watch](#)

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PIGGY BANK CREATIVE MEMORIES Silver  
Brushed Metal Money vtg 1980s or 90s

Pre-Owned

\$7.99

or Best Offer  
+\$2.99 shipping

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NAVAJO SILVER LIGHTER HOLDER with  
Turquoise and Coral w/BEAR 1970 over 3  
inches

Pre-Owned

\$99.99

or Best Offer  
+\$3.45 shipping

[Watch](#)





[KNOTS LANDING / Rob Gilmer 1979 TV Sc...](#)

**\$100.00**

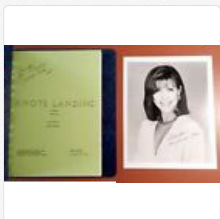
Buy It Now  
Free shipping



[Original KNOTS LANDING Script Signed ...](#)

**\$399.00**

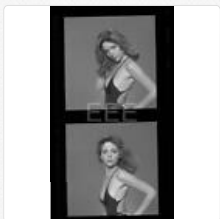
Buy It Now



[Knots Landing 1979 Final Draft Script...](#)

**\$35.00**

Buy It Now



[2 Lisa Hartman Knots Landing TV Actre...](#)

**\$9.99**

0 bids



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[INVICTA "Coalition Forces "Swiss made Chronograph stopwatch Qtz Mens Watch 22277](#)

New (Other)

**\$225.00**

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[NEW LISTING MIKASA CRYSTAL SWAN TRAY PLATER SEVICE DISH GERMAN made cute](#)

Brand New

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or Best Offer  
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[NEW LISTING GIRAFFE Wood Carver Necklace Necklace and Earrings Jewelry Animal Funky CUTE](#)

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**Free Shipping**

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Estimated Delivery **Mon, Jul. 27**



[80s TV SHOW TEE Knots Landing,Dallas ,Falcon Crest,Full House,Hogan Family,N more](#)

New (Other)

**\$44.99**

or Best Offer  
+\$9.85 shipping

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[ART ANTHONY'S PRO KIT FLESH PUTTY SFX MUP w flesh wounds bullet kit never used](#)

New (Other)

**\$49.99**

or Best Offer  
+\$14.45 shipping

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[Natural HIBISCUS WOOD Hand Carved SMILE](#)



### NOW CRY LATER HAPPY- SAD Mask Indonesia

Pre-Owned

**\$17.99**

or Best Offer

+\$6.95 shipping

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### NEW LISTING KITTENS CATS Franklin Mint Collective Plate "CHASING BUTTERFLIES" by Sprovach

Brand New

**\$34.99**

or Best Offer

+\$17.99 shipping

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### NEW LISTING EMU RIDGE Australia Womens Boots Suede BLACK Sz 6M Merino Wool Lined

Pre-Owned

**\$39.99**

or Best Offer

+\$13.45 shipping

[Watch](#)

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### FISHER ATOCHA pen Mel Fisher Treasures Made with Gold from the ship never used

Brand New

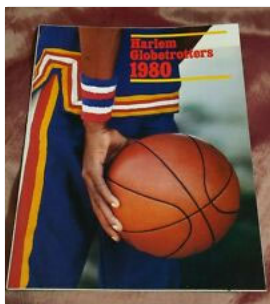
**\$229.99**

or Best Offer

+\$4.99 shipping

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### Harlem Globetrotters 1980 Official Program Signed by 7 while on THE WHITE SHADOW

Pre-Owned

**\$179.99**

or Best Offer

+\$11.99 shipping

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### DOXIE HAND CARVED GRAY STONE Statue DASHSHUND DOG Figurine Sculpture

Pre-Owned

**\$129.99**

or Best Offer



+\$17.99 shipping

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**AEROSOLE SEA GREEN Suede BOOTS**  
Fringe Women's Size 7A narrow foot VINTAGE 80s

**\$29.99**

or Best Offer

+\$13.45 shipping

[Watch](#)

< 5 mi from 91601



**NEW LISTING** CYBIL Beach Towel crew gift given to them by CYBIL

**\$44.99**

or Best Offer

+\$9.99 shipping

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**LOIS & CLARK: TNAOS revised 3/17/93 its part of the PILOT SCRIPT 3 -106**

**\$79.99**

or Best Offer

+\$4.45 shipping

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**FRANKLIN MINT DANCE Of The GEISHA (10 1/2" Tall) limited number edition- mint**

Pre-Owned

**\$144.99**

or Best Offer

+\$21.95 shipping

[Watch](#)

< 5 mi from 91601



**NEW LISTING** LION MADE IN GERMANY CLEAR LEAD CRYSTAL LION IN REPOSE 7.5" from Macys

Brand New

**\$79.99**

or Best Offer

+\$14.95 shipping

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**NEW LISTING** ANNE KLEIN summer shoe Ivory 7M ITALY BEAUTIFUL HIGH HEALS



Pre-Owned

**\$129.99**

or Best Offer

+\$14.45 shipping

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**VTG RARE PETER MAX Multicolor Double Side Pop Art S Sweatshirt NEO MAX**

**\$194.99**

or Best Offer

+\$14.95 shipping

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**NEW LISTING "CRITTERS " PINNACLE DESIGNS BROWN ENAMEL PIN**

Pre-Owned

**\$9.99**

or Best Offer

+\$3.45 shipping

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**NEW LISTING FRANKLIN MINT CAT Collector Plates Christmas themed by BILL BELL 1990s**

Pre-Owned

**\$69.99**

or Best Offer

+\$24.99 shipping

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**GABRIELLI GENUINE SNAKE SKIN SIZE 6 1/2 SHOE 2 3/4 heel**

Pre-Owned

**\$39.99**

or Best Offer

+\$17.30 shipping

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**NAVAJO - STERLING SILVER BEAR CLAW foot with turquoise PIN NATIVE AMERICAN**

New (Other)

**\$44.99**

or Best Offer

+\$5.45 shipping

---

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**NEW LISTING** [BLUE SKY CHICKEN CANDLE HOLDER by Heather Goldmine 2002](#)

Brand New

**\$14.99**

or Best Offer

+\$3.99 shipping

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[GARDNER ROCKING CHAIR TRINKET JEWELRY BOX so Cute and spacious](#)

Pre-Owned

**\$24.99**

or Best Offer

+\$8.95 shipping

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[Rare DAKIN LOU RANKIN 10" Plush "HANNA THE HEN " has tags clean](#)

Brand New

**\$34.99**

or Best Offer

+\$8.95 shipping

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[VIA SPIGA SHOES 3 INCH HEAL LEATHER BEAUTIES DARK CHOCOLATE size 7](#)

Pre-Owned

**\$89.99**

or Best Offer

+\$12.99 shipping

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**NEW LISTING** [Happy Landing Zebra & Bird, 1986 Porcelain \(3 1/2" Tall\) malaysia Nice perfect](#)

Pre-Owned

**\$39.99**

or Best Offer

+\$9.99 shipping

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NEW LISTING **PORCELAIN BABY BUGGY STROLLER, MUSIC BOX 70s cute**

Pre-Owned

**\$34.99**

or Best Offer

+\$9.99 shipping

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NEW LISTING **THE NEW ILLUSTRATED MEDICAL AND HEALTH ENCYCLOPEDIA 1-18 Volumes (1970 HC)**

Pre-Owned

**\$64.99**

or Best Offer

+\$15.70 shipping

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**STAR TREK VOYAGER Garrett Wang 8X10 Original print**

**\$26.99**

or Best Offer

+\$4.60 shipping

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NEW LISTING **RON LEE CLOWN PINKY THE CLOWN STANDING on ONE FOOT onyx Base w/ 24k Gold 1984**

Pre-Owned

**\$49.99**

or Best Offer

+\$17.45 shipping

[Watch](#)

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**LOIS & CLARK The New ADVENTURES of SUPERMAN - PILOT SCRIPT**

**\$499.99**

or Best Offer

+\$3.95 shipping

[Watch](#)

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NEW LISTING **Dachshund puppy figurine resin rare find in mint condition**

Pre-Owned



**\$19.99**

or Best Offer

+\$5.50 shipping

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**NEW LISTING** [KNOWLES" WITH A SMILE AND A SONG "Collectors Plate COA 1991 DISNEY SNOW WHITE](#)

Brand New

**\$29.99**

or Best Offer

+\$17.99 shipping

[Watch](#)

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**NEW LISTING** [THE AMERICAN INDIANS 22 Volumes Hardcover Classic Illustrated TIME LIFE BOOKS](#)

**\$64.99**

or Best Offer

+\$23.26 shipping

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**NEW LISTING** [ART VANNES FRANCE Crystal Bear Figurine Bowl 5" tall perfect condtion](#)

**\$44.99**

or Best Offer

+\$22.99 shipping

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**NEW LISTING** [ALLIED PROFESSIONAL 3/4" Drive. SAE Socket Wrench Set 21 pc total 1980 47-3421](#)

Pre-Owned

**\$175.00**

or Best Offer

+\$20.41 shipping

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**NEW LISTING** [GOLD TONE "TEDDY BEAR" KEY CHAIN w/ RING says first class cute 80s near mint](#)

New (Other)

**\$9.99**

or Best Offer



+\$3.25 shipping

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**NEW LISTING** [BEAUTIFUL AMETHYST Necklace and matching AMETHYST earrings HANDMADE BY RENEE](#)

New (Other)

**\$64.99**

or Best Offer

+\$9.99 shipping

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**NEW LISTING** [FISH TRINKET JEWELRY BOX TAI so Cute and spacious](#)

Pre-Owned

**\$21.99**

or Best Offer

+\$4.99 shipping

[Watch](#)

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**NEW LISTING** [ITALIAN MAN FACE BEER STEIN Hand Painted 1970 cup/mug made in ITALY](#)

Pre-Owned

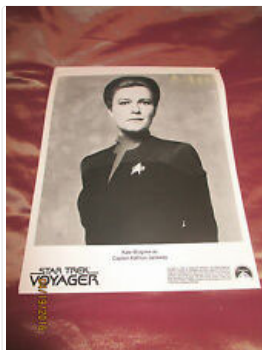
**\$49.99**

or Best Offer

+\$9.99 shipping

[Watch](#)

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[STAR TREK VOYAGER Kate Mulgrew 8X10 Original print](#)

**\$21.99**

or Best Offer

+\$2.78 shipping

[Watch](#)

< 5 mi from 91601



**NEW LISTING** [KNOWLES - PINOCCHIO - Collector Plate 1990 with COA -DISNEY](#)

Brand New

**\$99.99**

or Best Offer

+\$17.99 shipping

[Watch](#)



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**ART VANNES FRANCE Crystal PIG Figurine  
candy dish 3' tall perfect condtion**

**\$44.99**

or Best Offer  
+\$22.99 shipping

[Watch](#)

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**NAVAJO - STERLING SILVER DOG/WOLF.  
GOLFING PIN**

Brand New

**\$44.99**

or Best Offer  
+\$5.45 shipping

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**NEW LISTING HUMMEL GOEBEL "Garden  
Treasures" Figurine Girl #727 1996 second  
issue 1998/99**

Brand New

**\$14.99**

or Best Offer  
+\$6.50 shipping

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**RON LEE CLOWN Figurine "PISTOL PETE"  
Onyx Base w/ 24k Gold 1984**

Pre-Owned

**\$109.99**

or Best Offer  
+\$24.35 shipping

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**SLIVER 925 TURQUOISE PENDENT AND  
EARRINGS from MEXICO SOLID BEAUTY**

New (Other)

**\$44.99**

or Best Offer  
+\$5.95 shipping

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NEW LISTING **14K Yellow #1 FRIEND PENDANT / Charm with a rose ( From MY Estate Jewelry) thin**

Pre-Owned

**\$29.99**

or Best Offer

+\$4.45 shipping

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**BRADFORD EXCHANGE "THE LION KING" PLATES 4 wCOA 1994-1995 DISNEY**

Brand New

**\$89.99**

or Best Offer

+\$17.99 shipping

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**KNOTS LANDING 8x10 Originals NOT REPRINTS Ted Shackelford perfect cond.**

**\$13.99**

or Best Offer

+\$3.25 shipping

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NEW LISTING **LEAF Hair Accessory BARRETTE w/ plastic gold speckled leaf 70s 80s**

Pre-Owned

**\$14.99**

or Best Offer

+\$3.49 shipping

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**Bradford Exchange "THE LOVERS" First Issue Soul Mates Collection 6862H**

Pre-Owned

**\$9.99**

or Best Offer

+\$8.45 shipping

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NEW LISTING **EMMETT KELLY JR Collection Vtg Porcelain Hobo Clown Drinking Against Trash can**

Pre-Owned





**\$24.99**

or Best Offer  
+\$11.99 shipping

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ART VANNES FRANCE  
Crystal SQUIRREL  
Figurine candy dish 5' tall  
perfect condtion

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**\$44.99**

or Best Offer  
+\$22.99 shipping

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**NEW LISTING** Eva Dalberg "Hi There " Panda with  
Bamboo Porcelain Figurine 1984 Malaysia

Pre-Owned

**\$39.99**

or Best Offer  
+\$9.99 shipping

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VINTAGE Necklace BOLO Tie COWBOY BOOT  
brown rope pink blue n gold tone

Pre-Owned

**\$21.99**

or Best Offer  
+\$4.45 shipping

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BLUE SKY Tea Light Candle Holder BAT CAVE  
Signed Heather Goldmine 2002 100%

Brand New

**\$169.99**

or Best Offer  
+\$27.95 shipping

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Ms OoSTERDAM, 10.5 inch Model Cruise Ship.  
MINT, NO BOX HOLLAND AMERICA 2002

Brand New

**\$49.99**

or Best Offer



+\$14.95 shipping

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### PUSS N BOOTS Knowles Collectors Plates By Scott Gustafson # 3234C 1992

Brand New

**\$24.99**

or Best Offer

+\$17.99 shipping

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### NAVAJO - STERLING SILVER BOW AND ARROW PIN NATIVE AMERICAN

Brand New

**\$49.99**

or Best Offer

+\$5.45 shipping

[Watch](#)

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### DISNEY MICKEY MOUSE Brown Band Analog Watch MCK623 38 MM new in box new battery

Brand New

**\$44.99**

or Best Offer

+\$5.45 shipping

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### NEW LISTING FISH TRINKET BOX DZ,beautiful Green, Red, Yellow Blue Stripes SWAROVSKI

Pre-Owned

**\$39.99**

or Best Offer

+\$8.95 shipping

[Watch](#)

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### "THE ARSENIO HALL SHOW" Plush Teddy Bear 10" high clean 1989

**\$99.99**

or Best Offer

+\$8.95 shipping

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NEW LISTING [DR QUINN MEDICINE WOMEN Baseball Cap Hat Snap Black n White worn a few times](#)

**\$34.99**

or Best Offer

Pickup only: Free

[Watch](#)

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[VINTAGE Men's BOLO Tie ARROW with GOLD DONKEY black leather cord silver tips](#)

**\$29.99**

or Best Offer

+\$4.45 shipping

[Watch](#)

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[10K WG AMETHYSTt with round diamond accents pendent](#)

New (Other)

**\$69.99**

or Best Offer

**Free Shipping**

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**FAST 'N FREE**

Estimated Delivery **Mon, Jul. 27**



[FABULOUS FELINES Collectors plate from Franklin Mint by Laurel Bruch](#)

Brand New

**\$34.99**

or Best Offer

+\$17.99 shipping

[Watch](#)

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[VINTAGE Necklace Men's BOLO Tie COWBOY w/LASO Black leather metal sliver color](#)

Pre-Owned

**\$21.99**

or Best Offer

+\$4.45 shipping

[Watch](#)

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[FROG SWAROVSKI CRYSTALS TRINKET BOX SIGNED DZ WHITE GREEN n GOLD Box](#)

Pre-Owned





**\$39.99**

or Best Offer  
+\$8.95 shipping

[Watch](#)

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**NEW LISTING** [ROOSTER Jewelry box/ trinket Cute 90s](#)

Pre-Owned

**\$24.99**

or Best Offer  
+\$7.99 shipping

[Watch](#)

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[HORSE PIN tail moves WITH RHINESTONES RARE VINTAGE 1970s or early 80s](#)

**\$11.99**

or Best Offer  
+\$3.45 shipping

[Watch](#)

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[WATERFORD Songbird Pagoda COOKIE JAR 99%mint in Box Holiday Heirlooms Collection](#)

**\$64.99**

or Best Offer  
+\$44.00 shipping

[Watch](#)

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**NEW LISTING** [CLOWN from THE MIRELLA COLLECTION cute DRUNKEN SAILOR. perfect vintage 80s](#)

Pre-Owned

**\$37.99**

or Best Offer  
+\$9.99 shipping

[Watch](#)

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[VINTAGE Necklace BOLO Tie silver hat w rocks n beads white leather rope](#)

Pre-Owned

**\$21.99**

or Best Offer  
+\$4.45 shipping

[Watch](#)



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**HILLARD & HANSON Women LEATHER  
BLACK LOAFERS Slip On Shoe size 7.5M  
VINTAGE**

Pre-Owned

**\$14.99**

or Best Offer

+\$7.99 shipping

[Watch](#)

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**NEW LISTING SLIVER 925 TURQUOISE  
BRACELET, PENDENT, AND EARRINGS from  
MEXICO SOLID BEAUTY**

New (Other)

**\$144.99**

or Best Offer

+\$8.99 shipping

[Watch](#)

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**NEW LISTING RON LEE CLOWN Figurine CANDY  
APPLE Onyx Base w/ 24k Gold 1989 LE  
642/2750**

Pre-Owned

**\$44.99**

or Best Offer

+\$15.45 shipping

[Watch](#)

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**NEW LISTING RON LEE CLOWN Figurine PHONE  
CALL Onyx Base w/ 24k Gold 1989 LE  
382/2750**

Pre-Owned

**\$44.99**

or Best Offer

+\$15.45 shipping

[Watch](#)

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**PREDATOR Latex mask from TWENTIETH  
CENTURY FOX PROP MAKE UP DEPT ex  
conditon**

**\$299.99**

or Best Offer

+\$17.95 shipping

[Watch](#)

< 5 mi from 91601



**KISS New Never Worn Spencer's GENE'S DEMON Slippers!! Mega Rare!!HTF MINT**

**\$599.99**

or Best Offer

**Free Shipping**

[Watch](#)

< 5 mi from 91601



**FAST 'N FREE**

Estimated Delivery **Mon, Jul. 27**



**STAR TREK VOYAGER Jennifer Lien 8X10 Original print**

**\$21.99**

or Best Offer

+\$2.78 shipping

[Watch](#)

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**NEW LISTING THE FRANKLIN MINT "MERCY ME!" BERRIES ON A TREE cute MICE hand painted 1990**

Pre-Owned

**\$39.99**

or Best Offer

+\$12.99 shipping

[Watch](#)

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**BLUE SKY Clayworks MONKEY BROTHERS Heather Goldmine 2001 single candle holder**

Brand New

**\$29.99**

or Best Offer

+\$5.54 shipping

[Watch](#)

< 5 mi from 91601



**NEW LISTING PERRY PORRELLI Trinket Box Rooster SAWATZKY CRYSTAL Figurine New SORRY No Box**

Brand New

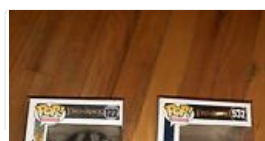
**\$44.99**

or Best Offer

+\$5.95 shipping

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**NEW LISTING FUNKO POP Lord of the Rings #122 SAURON VALTED #532 GOLLUM**

Brand New





**\$34.99**

or Best Offer

+\$5.45 shipping

[Watch](#)

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**NEW LISTING** [Country Artist #04918 Dachshund puppy figurine resin rare find in mint condition](#)

Pre-Owned

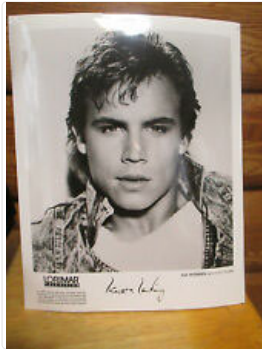
**\$19.99**

or Best Offer

+\$7.50 shipping

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**KNOTS LANDING 8x10 Originals NOT REPRINTS PAT PETERSEN perfect cond.**

**\$13.99**

or Best Offer

+\$3.25 shipping

[Watch](#)

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**NEW LISTING** [CARE BEAR "LOVE " 24% Lead Crystal with GOLD plated heart 1990 Figurine!](#)

Brand New

**\$39.99**

or Best Offer

+\$9.99 shipping

[Watch](#)

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**Knots Landing 8x10 Originals NOT REPRINTS TONYA CROWE perfect cond.**

**\$13.99**

or Best Offer

+\$3.80 shipping

[Watch](#)

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**Knots Landing 8x10 Originals NOT REPRINTS TONYA CROWE perfect cond.**

**\$13.99**

or Best Offer

+\$3.25 shipping

[Watch](#)

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NEW LISTING [RED STALLION HORSE STATUE](#)  
1980s might be a pen holder?

**\$24.99**

or Best Offer  
+\$13.50 shipping

[Watch](#)

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NEW LISTING [HUMMEL GOEBEL "PIGTAILS"](#)  
Figurine Girl #2052 third issue 1999/2000

Brand New

**\$14.99**

or Best Offer  
+\$6.50 shipping

[Watch](#)

< 5 mi from 91601



[DEER VINTAGE Hand Carved Wooden Wood](#)  
Pin Brooch 1980s cute

**\$11.99**

or Best Offer  
+\$3.45 shipping

[Watch](#)

< 5 mi from 91601



NEW LISTING [DISNEY 101 DALMATIANS Watch](#)  
Dogs # 9891 from 1993 Bradford Exchange

Brand New

**\$29.99**

or Best Offer  
+\$17.95 shipping

[Watch](#)

< 5 mi from 91601



NEW LISTING [RON LEE CLOWN Figurine I WUV](#)  
YOU Onyx Base w/ 24k Gold 1989

Pre-Owned

**\$34.99**

or Best Offer  
+\$17.45 shipping

[Watch](#)

< 5 mi from 91601



[MICHAEL KORS MK769-006 Gold Unisex](#)  
Watch new battrey





Pre-Owned

**\$149.99**

or Best Offer

+\$14.45 shipping

[Watch](#)

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**NEW LISTING** [BLUE SKY Clayworks THE ROBINS SONG Tea light Candle Warmer Bird Bath 2002 signed](#)

Brand New

**\$24.99**

or Best Offer

+\$14.45 shipping

[Watch](#)

< 5 mi from 91601



**NEW LISTING** [Coffee Cup, BABY PIN Congratulations Cute nice Japan Vintage 1980 Yellow](#)

Pre-Owned

**\$12.99**

or Best Offer

+\$8.99 shipping

[Watch](#)

< 5 mi from 91601



**NEW LISTING** [FUNKO POP "IT " PENNYWISE WITH GLOW BUG Gamestop Exclusive w/ Protector](#)

Brand New

**\$24.99**

or Best Offer

+\$4.45 shipping

[Watch](#)

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**NEW LISTING** [FRANKLIN MINT "A PURRFECT FEAST" collectors plate thanksgiving theme BILL BELL](#)

Brand New

**\$29.99**

or Best Offer

+\$17.99 shipping

[Watch](#)

< 5 mi from 91601



[ROYAL ALBERT 10-Inch TEA LIGHT Lamp ENGLISH BUFFET so cute new in box .](#)

Brand New

**\$69.99**



or Best Offer  
+\$13.45 shipping  
[Watch](#)

< 5 mi from 91601



**NEW LISTING** [FRANKLIN MINT Collectors "PURRING IN THE MEW YEAR " themed by BILL BELL 1990s](#)

Brand New

**\$29.99**

or Best Offer  
+\$17.99 shipping  
[Watch](#)

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**NEW LISTING** [14K WG EMERALDS with round diamond accents pendent very nice and heavy](#)

Brand New

**\$284.99**

or Best Offer  
**Free Shipping**  
[Watch](#)

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**FAST 'N FREE**

Estimated Delivery **Mon, Jul. 27**



**NEW LISTING** [RON LEE CLOWN 1989 # H-203 Traveling in Style NUMBERED AND SIGNED 1279/5500](#)

Brand New

**\$179.99**

or Best Offer  
+\$21.10 shipping  
[Watch](#)

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**NEW LISTING** [FRANKLIN MINT Collector Plates " WHISKE WUV" themed by BILL BELL 1990s VALENTINE](#)

Brand New

**\$29.99**

or Best Offer  
+\$17.99 shipping  
[Watch](#)

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**NEW LISTING** [GOOSE or DUCK Mother Goose/Duck easter bonnet](#)

Brand New

**\$17.99**

or Best Offer  
+\$5.45 shipping  
[Watch](#)



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**NEW LISTING** [IRISH /Italian MAN FACE BEER](#)  
[Hand Painted 1970 unique gift cup/mug made in Italy](#)

Pre-Owned

**\$69.99**

or Best Offer

+\$14.95 shipping

[Watch](#)

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**NEW LISTING** [BEARS Miniature Porcelain Plates](#)  
[Vintage 2in made in japan](#)

Brand New

**\$19.99**

or Best Offer

+\$5.45 shipping

[Watch](#)

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**NEW LISTING** [KNOWLES" THE DANCE OF SNOW](#)  
[WHITE THE SEVEN DWARFS "Collectors Plate COA 1991](#)

Brand New

**\$29.99**

or Best Offer

+\$17.99 shipping

[Watch](#)

< 5 mi from 91601



**NEW LISTING** [RON LEE 1984 CLOWN BUM ON A](#)  
[PARK BENCH 24K GOLD ONYX Collectable](#)

Pre-Owned

**\$49.99**

or Best Offer

+\$24.99 shipping

[Watch](#)

< 5 mi from 91601



**NEW LISTING** [THE LITTLE MERMAID DISNEY](#)  
[Collection Plate "A Song from the Sea" #17571A](#)

Brand New

**\$54.99**

or Best Offer

**Free Shipping**

[Watch](#)

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**FAST 'N FREE**

Estimated Delivery **Mon, Jul. 27**







NEW LISTING [FRANKLIN MINT Collector Plates HALLOWEEN "SCARDY CATS" themed by BILL BELL 1990s](#)

Brand New

**\$29.99**

or Best Offer

+\$17.99 shipping

[Watch](#)

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[AVON jewelry ANCHORS EARRINGS, NEW 1987 So cute](#)

**\$19.99**

or Best Offer

+\$5.95 shipping

[Watch](#)

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NEW LISTING [FUNKO POP PENNYWISE W/Skateboard #778 "IT" Hot Topic Exclusive190523 W/Protector](#)

Brand New

**\$24.99**

or Best Offer

+\$3.95 shipping

[Watch](#)

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[STAR TREK DEEP SPACE NINE 8X10 NOT A REPRINT ONLY ONE I HAVE](#)

**\$29.99**

or Best Offer

+\$3.15 shipping

[Watch](#)

< 5 mi from 91601



NEW LISTING [RON LEE CLOWN Figurine HEAD STAND Onyx Base w/ 24k Gold 1989](#)

Pre-Owned

**\$49.99**

or Best Offer

+\$22.45 shipping

[Watch](#)

< 5 mi from 91601



[MAUD HUMPHREY "SUSANNA" 1987 Figurine The Heirloom Tradition Series #1305](#)

Pre-Owned



**\$29.99**

or Best Offer  
+\$10.95 shipping

[Watch](#)

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**APPLE BAKERS** Vintage Set of 3 Ceramic -  
used,2x original box.still a great item

Pre-Owned

**\$19.99**

or Best Offer  
+\$9.45 shipping

[Watch](#)

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**ANNE KLEIN NY** summer shoe 7M ITALY  
BEAUTIFUL 4.5 in high at heel used beautiful

Pre-Owned

**\$69.99**

or Best Offer  
+\$14.45 shipping

[Watch](#)

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**NEW LISTING** **CAPODIMONTE** porcelain statue-  
Hobo Wino sitting on park bench,Italy Perfect  
Cond

Pre-Owned

**\$359.99**

or Best Offer  
+\$49.95 shipping

[Watch](#)

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**NEW LISTING** **Cherished Teddies** "You Make Me  
Feel Beautiful Inside" Avon Exc 1998

Pre-Owned

**\$19.99**

or Best Offer  
+\$4.00 shipping

[Watch](#)

< 5 mi from 91601



**NEW LISTING** **CLOWN** from THE MIRELLA  
COLLECTION cute PUMPKIN Heads. perfect  
vintage 80s

Brand New

**\$37.99**

or Best Offer



+\$9.99 shipping

[Watch](#)

< 5 mi from 91601



NEW LISTING [FUNKO POP The Predator #620 Fugitive Hound and Predator Hound #621 commons](#)

Brand New

**\$19.99**

or Best Offer

+\$7.45 shipping

[Watch](#)

< 5 mi from 91601



[DOROTHY BAUER Rhinestone MOTORCYCLE Brooch Pin VINTAGE CLEAN CUTE UNSINGED](#)

**\$64.99**

or Best Offer

+\$4.45 shipping

[Watch](#)

< 5 mi from 91601



[CINDERELLA DISNEY Plates from Knowles Collection 1989 sing n dream](#)

Brand New

**\$39.99**

or Best Offer

+\$12.99 shipping

[Watch](#)

< 5 mi from 91601



[KNOTHS LANDING 8x10 Originals NOT REPRINTS KEVIN DOBSON perfect cond.](#)

**\$13.99**

or Best Offer

+\$3.25 shipping

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< 5 mi from 91601



NEW LISTING [FRANKLIN MINT McDonald's By BILL BELL 3 collector plates made in the 90s](#)

Brand New

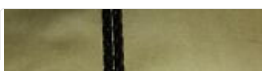
**\$79.99**

or Best Offer

+\$24.99 shipping

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[VINTAGE Necklace Men's BOLO Tie BELT BUCKLE gold n black enamel on leather rope](#)





Pre-Owned

**\$21.99**

or Best Offer

+\$4.45 shipping

[Watch](#)

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**BLUE SKY CLAYWORKS BIRTHDAY 39th AGAIN CAKE TEA LIGHT Heather Goldminc2003**

Pre-Owned

**\$44.99**

or Best Offer

+\$18.90 shipping

[Watch](#)

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**ANTON WINGEN 3pc CARVING KNIFE SET detailed Solingen Germany KNIVES 1990s MIB**

Brand New

**\$129.99**

or Best Offer

+\$16.95 shipping

[Watch](#)

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**RON LEE 10 in tall CHANCE OF RAIN "EMMETT KELLY" 7 pounds of love 1989**

Pre-Owned

**\$169.99**

or Best Offer

+\$12.80 shipping

[Watch](#)

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**RED CORNER 1997 Richard Gere Baseball Cap snap Black n Red worn a few times**

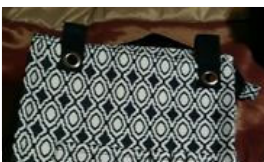
**\$34.99**

or Best Offer

Pickup only: Free

[Watch](#)

< 5 mi from 91601



**"THIRTYONE" Tall Organizing Tote- Navy Perfect Pendant New In package**

Brand New



**\$29.99**

or Best Offer  
+\$13.65 shipping

[Watch](#)

< 5 mi from 91601



**NATIVE AMERICAN Baseball cap NWTby J RENEE**

Brand New

**\$39.99**

or Best Offer  
Pickup only: Free

[Watch](#)

< 5 mi from 91601



**WESTERN STYLE Hair Accessory LEATHER HAIR TIE with wood bead 70s**

Pre-Owned

**\$29.99**

or Best Offer  
+\$5.49 shipping

[Watch](#)

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**NEW LISTING FUNKO POP "SPIDER-MAN far from " #476 ONLY AT TARGET w/ POP PROTECTOR19066**

Brand New

**\$19.99**

or Best Offer  
+\$4.49 shipping

[Watch](#)

< 5 mi from 91601



**VINTAGE Necklace BOLO Tie SILVER color REAL STONE white leather rope gold tips**

**\$26.99**

or Best Offer  
+\$4.45 shipping

[Watch](#)

< 5 mi from 91601



**BEARTIQUES Classic By Christomas - western bears handmade from 1997 perfect**

Pre-Owned

**\$42.99**

or Best Offer  
+\$9.95 shipping





[Watch](#)

< 5 mi from 91601



STAR TREK the Motion Picture 1978 TEE SHIRT BLUE Given to the crew

**\$54.99**

or Best Offer

+\$6.95 shipping

[Watch](#)

< 5 mi from 91601



**NEW LISTING** BABY with BEAR MINI plastic 1 1/2 inch 1970 or earlier fabric for hair

Pre-Owned

**\$34.99**

or Best Offer

+\$5.45 shipping

[Watch](#)

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**NEW LISTING** RON LEE CLOWN Figurine I LOVE YOU Onyx Base w/ 24k Gold 1989 LE 4787/8500

Pre-Owned

**\$49.99**

or Best Offer

+\$22.95 shipping

[Watch](#)

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**NEW LISTING** CYBILL TV SHOW COOLER a Gift To The Crew 1990s

**\$54.99**

or Best Offer

+\$12.99 shipping

[Watch](#)

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PIGIE BANK TRINKET BOX ,beautiful PINK with PINK SWAROVSKI gold inside

Brand New

**\$39.99**

or Best Offer

+\$8.95 shipping

[Watch](#)



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**NEW LISTING** [IRISH or ITALIAN MAN FACE BEER Hand Painted 1978 cup/mug made in ITALY](#)

Pre-Owned

**\$69.99**

or Best Offer

+\$14.95 shipping

[Watch](#)

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**NEW LISTING** [BEAR CLAY MINI almost 1 inch reading book to baby bear w/ clay chair 1970s](#)

Brand New

**\$39.99**

or Best Offer

+\$5.45 shipping

[Watch](#)

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[LOIS & CLARK The New ADVENTURES of SUPERMAN - PILOT SCRIPT THESE ARE "COPIES "](#)

**\$119.99**

or Best Offer

+\$2.80 shipping

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[BEARS CLAY MINI 1 1/2 inches tall comes with baby bear in blanket so cute 1970s](#)

Brand New

**\$32.99**

or Best Offer

+\$5.45 shipping

[Watch](#)

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**NEW LISTING** [NORMAN ROCKWELL 4Collector Plates 2 w/COA 2 w/o KNOWLES 1985,87,88](#)

Brand New

**\$40.00**

or Best Offer

+\$24.99 shipping

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[BLUE SKY CLAYWORKS SIGNED Heather](#)



### Goldminc CATS ON A PARK BENCH meeting Dog 2002

Brand New

**\$34.99**

or Best Offer

+\$8.99 shipping

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### NEW LISTING FUNKO POP LOTR GOLLUM

Barnes & Noble Exclusive w/FREE PROTECTOR

Brand New

**\$14.99**

or Best Offer

+\$4.99 shipping

[Watch](#)

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### FUNKO POP "ELEVEN" with teddy bear a Target Exclusive #847

Brand New

**\$19.99**

or Best Offer

+\$4.49 shipping

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### MAUD HUMPHREY "SARAH" 1987 Figurine The Heirloom Tradition Series #H1312

Pre-Owned

**\$29.99**

or Best Offer

+\$7.50 shipping

[Watch](#)

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### NEW LISTING STAR TREK T.M.P JACKET 100% nylon crew jacket...VINTAGE 1978 USS ENTERPRISE RARE

Pre-Owned

**\$269.99**

or Best Offer

+\$6.95 shipping

[Watch](#)

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### KISS DESTROYER PUZZLE Aucoin 11x17" excellent cond complete strong color 1977

**\$199.99**





or Best Offer  
+\$12.99 shipping  
[Watch](#)

< 5 mi from 91601



### MAUD HUMPHREY "THE MAGIC KITTEN" 1987 Figurine The Heirloom Series #H1308

Brand New

**\$39.99**  
or Best Offer  
+\$10.95 shipping  
[Watch](#)

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### NEW LISTING FUNKO POP "UNCLE SAM" #12 ONLY AT TARGET w/ POP PROTECTOR190502

Brand New

**\$27.99**  
or Best Offer  
**Free Shipping**  
[Watch](#)

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**FAST 'N FREE**

Estimated Delivery **Mon, Jul. 27**



### CLOWN from THE MIRELLA COLLECTION cute MOP N PAIL. perfect vintage 80s

Brand New

**\$37.99**  
or Best Offer  
+\$9.99 shipping  
[Watch](#)

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### "THIRTY ONE" Everyday wristlet, Black n white Spoty ,New with tags 10 anniversay

Brand New

**\$26.99**  
or Best Offer  
+\$6.65 shipping  
[Watch](#)

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### "THIRTY ONE" Everyday wristlet, teal mod dot,#4295 New with tags

Brand New

**\$22.99**  
or Best Offer  
**Free Shipping**

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**FAST 'N FREE**

Estimated Delivery **Mon, Jul. 27**



**AVON MAX MOUSE book cover, bookmark, n eyeglass holder READING COLLECTION,**

Brand New

**\$19.99**

or Best Offer

+\$4.45 shipping

[Watch](#)

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**NEW LISTING** **FUNKO POP MY LITTLE PONY #16. 170823 Tempest Shadow Hot Topic Exclusive So Cool**

Brand New

**\$19.99**

or Best Offer

+\$4.99 shipping

[Watch](#)

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**TURTLES MOMMY N BABY PINS 1980s cute**

**\$14.99**

or Best Offer

+\$3.45 shipping

[Watch](#)

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**FRANKLIN MINT SLIENT HUNTER Collector OWL Knife with display holder 4pounds10oz**

Brand New

**\$229.99**

or Best Offer

+\$11.22 shipping

[Watch](#)

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**DISNEY "SLEEPING BEAUTY'S CASTLE " Bradford Exchange 1995 #17481B**

Brand New

**\$42.99**

or Best Offer

+\$17.99 shipping

[Watch](#)

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**NEW LISTING** **FUNKO POP "MINNIE MOUSE" DISNEY#23 HTE DIAMOND COLLECTION**



### w/PROTECTOR

Brand New

**\$22.99**

or Best Offer

+\$4.99 shipping

[Watch](#)

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### AVON POTPOURRI CANDLE BURNER cute house 1980s MIB

**\$19.99**

or Best Offer

+\$4.45 shipping

[Watch](#)

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### NEW LISTING BRASS BUTTON BEARS - 11" Used with Tags Tully COLLECTION 1996 EX CONDITION cutie

Pre-Owned

**\$19.99**

or Best Offer

+\$7.39 shipping

[Watch](#)

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### RARE SITTING BULL Chief of the Sioux Belt Buckle says WINCHESTER RIFLES AND AMMO

**\$299.99**

or Best Offer

+\$6.45 shipping

[Watch](#)

< 5 mi from 91601



### CAPODIMONTE Made in Italy with papers Flower Basket Figurine perfect condition

Brand New

**\$69.99**

or Best Offer

+\$9.99 shipping

[Watch](#)

< 5 mi from 91601



### NEW LISTING COCA COLA Coke Bottles 1980s Olympics 6 plus 3 glasses 2 even older all VINTAGE

Brand New





**\$199.99**

or Best Offer

+\$22.95 shipping

[Watch](#)

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VINTAGE Men's BOLO Tie COWBOY  
BOOTwith TIGERS EYE brown leather cord  
gold color

Pre-Owned

**\$29.99**

or Best Offer

+\$4.45 shipping

[Watch](#)

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NEW LISTING BOYDS "Eddie Bean Bauer" Teddy  
Bear Stuffed Animal W/Outfit 10" cute vintage  
80s

Pre-Owned

**\$29.99**

or Best Offer

+\$6.99 shipping

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NEW LISTING FUNKO Pop WASHINGTON  
Crossing the Delaware #11 American History  
Target Exclusive

Brand New

**\$49.99**

or Best Offer

+\$11.99 shipping

[Watch](#)

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NEW LISTING FUNKO "Lord Of The Rings" ROCK  
CANDY "EOWYN" Vinyl Figure NEW LOTR  
Collectibles

Brand New

★★★★★ 4 product ratings

**\$9.98**

or Best Offer

+\$4.99 shipping

[Watch](#)

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VINTAGE Men's BOLO Tie ARROW with  
YELLOW and GOLD flakes black leather cord

**\$29.99**

or Best Offer

+\$4.45 shipping



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**NEW LISTING** [KITTY QUEEN OF HEARTS w/MOUSE SILVESTRI KAREN ROSSI Coffee/ Tea Cup w/ LID 14 oz](#)

Brand New

**\$69.99**

or Best Offer

+\$11.99 shipping

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**NEW LISTING** [PANDA Bear Figurine Multi-colored Glass PAPERWEIGHT Green,White Orange70s80s?](#)

**\$14.99**

or Best Offer

+\$3.99 shipping

[Watch](#)

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**M.J. HUMMEL EXCLUSIVE EDITION** from Germany boy with shovel and girl with pig

Brand New

**\$39.99**

or Best Offer

+\$8.95 shipping

[Watch](#)

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**"THIRTY ONE" Everyday wristlet, Teal Mod Dot used a bit dirty.Great Conditon**

Pre-Owned

**\$4.99**

or Best Offer

+\$3.50 shipping

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**STAR TREK Baseball Cap Hat Snap Black n silver**

Brand New

**\$34.99**

or Best Offer

Pickup only: Free

[Watch](#)

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NEW LISTING **JAY WILLFRED** Andrea by Sadek  
**CHICKEN** tea pot with heart shape tea  
container cute

Brand New

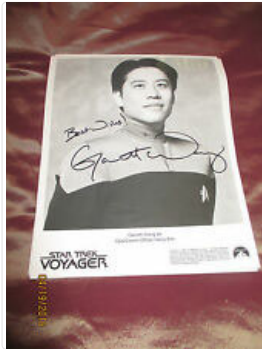
**\$69.99**

or Best Offer

+\$14.35 shipping

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**STAR TREK VOYAGER** Garrett Wang 8X10  
**NOT REPRINTS AUTOGRAPHED!!**

Brand New

**\$30.95**

or Best Offer

+\$2.78 shipping

[Watch](#)

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**VINTAGE** Necklace BOLO Tie PINK  
**TOURMALINE** stone and pink n silver leather  
rope

**\$49.99**

or Best Offer

+\$4.45 shipping

[Watch](#)

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**Aqua** 100% cashmere Sweater bloomingdale's  
**Charcoal Gray (M) OLD STYLE OCT 2010**

New (Other)

**\$29.99**

or Best Offer

+\$6.95 shipping

[Watch](#)

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NEW LISTING **Bears** 3 clay mini 1/2 inch to 1 inch  
cute 1970s perfect

Brand New

**\$49.99**

or Best Offer

+\$5.45 shipping

[Watch](#)

< 5 mi from 91601



**ROXANNE ASSOULIN** Clip On Earrings  
**Vintage** Clear Stone/Glass Gold Colored  
**VINTAGE**

**\$69.99**



or Best Offer  
+\$4.45 shipping  
[Watch](#)

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### THE COUNTRY BEAR 70s or 80s Whimary PLAYS COUNTRY ROADS on stand.Music box

Pre-Owned

**\$69.99**

or Best Offer  
+\$11.95 shipping  
[Watch](#)

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NEW LISTING **FUNKO POP PENNYWISE  
W/SPIDER LEGS. #542 w/FREE PROTECTOR**  
So cool

Brand New

**\$11.99**

or Best Offer  
+\$4.99 shipping  
[Watch](#)

< 5 mi from 91601



NEW LISTING **BEAR MINI clay 1 inch bear cute with  
hat 1970 or 80s**



Brand New

**\$34.99**

or Best Offer  
+\$5.45 shipping  
[Watch](#)

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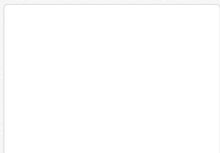
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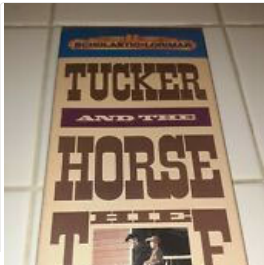
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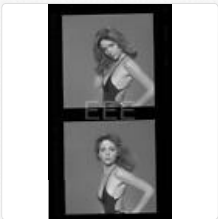
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# EXHIBIT 4

# EXHIBIT 4

*Second Restated Barbara & Martin Minster Family  
Trust*

Petition to Determine Validity of  
Purported First Amended to Trust

FIRST AMENDMENT TO "SURVIVOR'S TRUST" OF  
THE SECOND RESTATED BARBARA AND MARTIN  
MINSTER FAMILY TRUST, AS AMENDED AND  
RESTATED IN 2002

AND

FIRST AMENDMENT TO THE SECOND RESTATED  
BARBARA AND MARTIN MINSTER FAMILY TRUST, AS  
AMENDED AND RESTATED

Prepared By: Law Office of Sandra J. Momoliuk  
(818) 760-7334

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**FIRST AMENDMENT TO "SURVIVOR'S TRUST" OF THE SECOND RESTATED  
BARBARA AND MARTIN MINSTER FAMILY TRUST, AS AMENDED AND  
RESTATED IN 2002**

**AND**

**FIRST AMENDMENT TO THE SECOND RESTATED BARBARA AND MARTIN  
MINSTER FAMILY TRUST, AS AMENDED AND RESTATED**

- Settlor's of the trust----- Barbara Minster  
----- Martin Minster
  - Trustees Named In Declaration  
Establishing Trust----- Barbara Minster  
----- Martin Minster
  - Trustees Acting At Date Of  
Amendment----- Martin Minster
  - Surviving Settlor ----- Martin Minster
  - Date Of Trust----- November 16, 2007
  - Article Of Trust Being Amended ----- Article 6 Sections 6.1(f)  
----- Article 7 Section 7.2  
----- Article 7 Section 7.4  
----- Article 7 Section 7.6
  - Authority For Amendment ----- Article 3 Section 3.2  
----- Article 7 section 7.1
-



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## **ARTICLE A. HISTORY OF THE BARBARA AND MARTIN MINSTER FAMILY TRUST**

The following documents were created for Barbara and Martin Minster: The original Barbara and Martin Minster Family Trust (hereinafter referred to as the "trust") was created on **August 21, 1994**; The Barbara and Martin Minster Family Trust, as Amended and Restated was created on **October 10, 2002**; and The Second Restated Barbara and Martin Minster Family Trust, as Amended and Restated was created on **November 16, 2007**. Settlor, Barbara Minster, died on January 15, 2009.

Martin Minster, settlor, now makes this First Amendment to the Survivor's Trust of the Second Restated Barbara and Martin Minster Family Trust, as Amended and Restated (hereinafter referred to as the "**Survivor's Trust**") and the First Amendment to The Second Restated Barbara and Martin Minster Family Trust, as Amended and Restated (hereafter collectively referred to as "**All Trusts**").

## **ARTICLE B. PURPOSES OF AMENDMENT**

Due to changes in circumstances since the creation of the aforementioned Second Restated Barbara and Martin Minster Family Trust, as Amended and Restated on November 16, 2007, the Surviving Settlor, Martin Minster, has determined that the Survivor's Trust of the Second Restated Barbara and Martin Minster Family Trust, as Amended and Restated **and the First Amendment to The Second Restated Barbara and Martin Minster Family Trust, as Amended and Restated be amended.**

Said changes are as follows:

1. Since the Settlor, BARBARA MINSTER's death on January 15, 2009, the Settlor's son, SCOTT IVAN MINSTER, has had little contact with his father, MARTIN MINSTER, the surviving Settlor/Trustee and the only interest he has shown is not in his father's health, either physical or mental, or his welfare, but only in how he can benefit from the settlor's assets, both before and after the survivor settlor's death.
2. Since the Settlor, BARBARA MINSTER's, death on January 15, 2009, the Settlor's daughter, "NINA" has reconciled with her father, MARTIN MINSTER, the surviving settlor, and has taken an interest in his health, safety and welfare.

As the surviving settlor's son's interest appears only to be the financial gain he is to receive under the aforementioned trusts after the settlor's death, and the son's attempts to receive some of the assets in "all trusts" and "survivor's trust" while the surviving settlor is still living, the surviving settlor desires to amend

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the "Survivor's Trust" of The Second Restated Barbara and Martin Minster Family Trust as Amended and Restated and the First Amendment to The Second Restated Barbara and Martin Minster Family Trust, as Amended and Restated as follows:

1. Acknowledge the fact that his daughter has legally changed her name from **NATALIE LYNN MINSTER** to **NINA KAYELYN MINSTER** and all references to her shall be referred to as "**NINA**".
2. Provide for settlors' daughter, **NINA KAYELYN MINSTER** aka **NATALIE LYNN MINSTER** (hereinafter referred to as "**NINA**" by her inheriting all assets under the "Surviving Trust" of the Second Restated Barbara and Martin Minster Family Trust, as Amended and Restated and The Second Restated Barbara and Martin Minster Family Trust, as Amended and Restated.
3. To remove from the "Survivor's Trust" and "all Trusts" any and all provisions excluding and disinheriting the said daughter and her heirs from receiving from the surviving settlor's estate, including but not limited to his will, "the survivor's trust," and "all trusts". Additionally, the surviving settlor, Martin Minster will allow his daughter, "NINA" to directly or indirectly, by legal proceedings or other, challenge or contest all trusts, the Survivor's Trust or any provision of the surviving trustor's will or his trust or any amendments, revisions or restatements hereto, and shall allow her to attempt in any way to oppose or set aside the probate of the Settlor's Trusts, or amendments, revisions or restatement thereto, or his Will, or impair or invalidate any of the provisions the settlors have made in their Wills or their Trust, or any amendments, revisions, or restatements, thereto, as set forth in Paragraph 1.6 of The Second Restated Barbara and Martin Minster Family Trust, as Amended and Restated, titled "Exclusion."
4. To designate different successor trustees of the "Surviving Trust" of The Second Restated Barbara and Martin Minster Family Trust, as Amended and Restated and The Second Restated Barbara and Martin Minster Family Trust, as Amended and Restated which was created on November 16, 2007.
5. To remove the requirement that **MARTIN MINSTER** consult with a third party when acting solely as a trustee as set forth in Section 7.6 of The Second Restated Barbara and Martin Minster Family Trust, as Amended and Restated and the "Surviving Trust of The Second Restated Barbara and Martin Minster Family Trust, as Amended and Restated.
6. To remove **NINA KAYELYN MINSTER** aka **NATALIE LYNN MINSTER** as a

---

Prohibited Trustee as set forth in Section 7.2 of The Second Restated Barbara and Martin Minster Family Trust, as Amended and Restated, and the surviving trust of The Second Restated Barbara and Martin Minster Family Trust, as Amended and Restated.

7. To designate settlor's son, **SCOTT IVAN MINSTER, and his heirs**, as a Prohibited Trustee and to disinherit him and his heirs, and thus prohibit settlor's son, **SCOTT IVAN MINSTER**, and his heirs, from taking from the surviving settlor's Will, Trust and Estate.
8. To designate **SHAWN KAYE** and his heirs, as a Prohibited Trustee and to disinherit him and his heirs and thus prohibit **SHAWN KAYE and his heirs** from taking from the surviving settlor's Will, Trust, and Estate.
9. To designate settlor's son, **MICHAEL DUNCAN and his heirs**, as a Prohibited Trustee and to disinherit him and his heir's and thus prohibit **MICHAEL DUNCAN and his heirs** from taking from his Will, Trust, and Estate.
10. To designate **SANDRA IRIS KAY, and her heirs**, as a Prohibited Trustee and to disinherit and her heir's and thus prohibit **SANDRA IRIS KAY**, and her heirs, from taking from his Will, Trust and Estate.
11. To designate any and all other children of **MARTIN MINSTER**,. alleged or proven, as a Prohibited Trustee and to disinherit them and thus prohibit any and all other children of **MARTIN MINSTER**, from taking from his Will, Trust and Estate.

#### **ARTICLE C. CONFIRMATION OF TRUST**

Notwithstanding this Amendment, the Settlor and Trustee, **MARTIN MINSTER**, hereby **confirm** the existence of the Second Restated Barbara and Martin Minster Family Trust, as Amended and Restated (created December 16, 2007), since inception and the holding by the Trustee of any assets.

#### **ARTICLE D. AMENDMENTS**

Pursuant to Article 3 Section 3.2 of The Second Restated Barbara and Martin Minster Family Trust, as Amended and Restated in 2002, Martin Minster, Surviving Settlor-Spouse, hereby amends the Survivor's Trust of The Second Restated Barbara and Martin Minster Family Trust, as Amended and Restated in 2007, and The Second Restated Barbara and Martin Minster Family Trust, as Amended and Restated in 2007. as follows:

1. Amendment of Article 1, Paragraph 1.6

Paragraph 1.6 shall be deleted in its entirety as it relates to the surviving

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settlor's estate, will, trust, or any amendments or revisions thereto and the following Paragraph be inserted:

**"1.6.a. Exclusion.** The surviving settlor has intentionally failed to provide herein for his son, **SCOTT IVAN MINSTER**, or his heirs, and he specifically disinherits him and his heirs, from taking from this trust, his will and his estate. If **SCOTT IVAN MINSTER**, or his heirs, under this trust shall directly or indirectly, by legal proceedings or other, challenge or contest this Trust or any provision of the surviving settlor's Will or this Trust, or any amendments, revisions or restatements thereto, or shall attempt in any way to oppose or set aside the probate of this trust, or any amendments, revisions or restatement thereto, or the surviving settlor's Will, or impair or invalidate any of the provisions the settlor has made in his Will or this Trust, or any amendments, revisions, or restatements, thereto, the surviving settlor gives him the sum of one hundred dollar (\$100.00), and no more, in lieu of any other share or interest in the surviving settlor's estate, will, trust, or any amendments or revisions thereto.

2. **Amendment of Article 6, Paragraph 6.1(f).**

- A. Paragraph "6.1. Survivor's trust." shall be amended at sub-paragraph "(f) default provision." and shall be replaced and superseded by the following amendment:

(f) Default Provision. In default of the power of appointment, or to the extent that an attempt to exercise the power was ineffectual, the entire remaining principal, all net income then held by the trustee, and all income then accrued but not collected by the trustee, after any payment of taxes, debts, and expenses pursuant to the applicable provisions of this instrument, shall be distributed in the manner specified in Section 6.4 applicable to the remainder provisions of the Bypass Trust.

3. **Amendment of Article 6, Paragraph 6.4 shall be deleted in its entirety and the following shall be inserted in its place:**

6.4 Disposition of Bypass Trust on Death of Surviving Settlor. On the death of the surviving settlor, the trustee shall hold, administer, and distribute the assets of the Bypass Trust as follows:

"(a) If the surviving settlor's daughter "NINA KAYELYN MINSTER" survives the surviving settlor, the trustee shall distribute the property (including all income then accrued but uncollected and all income then

---

remaining in the hands of the trustee) outright to her.

(b) If NINA KAYELYN MINSTER does not survive the surviving settlor, the trustee shall distribute the trust property to the following persons in the order set forth herein who survive the surviving trustee more than 30 days after his death:

1. FRANCIS GRIFFIN.

2. GAYLE DAVIS.

If any of the aforementioned beneficiary do not survive the surviving settlor by 30 days, the trust property shall be distributed to SANDRA J. MOMOTIUK, ESQ. outright.

4. **Amendment of Article 6.6 (e) (Distribution of Remainder) shall be deleted in its entirety and the following inserted in its place:**

6.6. (e) Sprinkling Trust for Issue Final Distribution. If the trust estate is not completely disposed of by the preceding provisions, the undisposed portion shall be distributed as set forth in Section 6.4.

5. **Amendment of Article 7. Paragraph 7.2** ("Remaining Settlor to Act as Trustee on Death or Incapacity of Other Settlor") with respect to the "Survivor's trust" of The Second Restated Barbara and Martin Minster Family Trust, as Amended and Restated in 2007 and "All Trusts" to The Second Restated Barbara and Martin Minster Family Trust, as Amended and Restated in 2007.

- A. Paragraph 7.2 shall be deleted in its entirety and the following paragraph inserted in its place:

"7.2 Remaining Settlor to Act as Trustee on Death or Incapacity of Other Settlor. If, while both settlors are acting as cotrustees, either settlor dies, becomes incapacitated, or is otherwise unable or unwilling to continue to act as a cotrustee, and no successor cotrustee has been designated under any other provision of this trust instrument, the other settlor thereafter shall be trustee, with full power to continue the trust administration as set forth herein. If BARBARA MINSTER is the surviving trustee, she shall act as sole trustee. If MARTIN MINSTER is the surviving trustee, he shall act as sole trustee and have the right to make all final decisions.

6. **Amendment of Article 7. Paragraph 7.4** ("Successor Trustees ") with respect to **Survivor's Trust** and **All Trusts**.

Paragraph 7.4 shall be deleted and the following paragraph inserted in its place:

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“7.4. Successor Trustees. If the office of trustee becomes vacant by reason of death, incapacity, or other reason, and no successor trustee or cotrustees have been designated under any other provision of this trust instrument, the following, in the order of priority indicated, shall be trustee:

- (i) **NINA KAYELYN MINSTER** aka **NATALIE LYNN MINSTER** as first successor trustee of the survivor's trust second successor trustee.
- (ii) **FRANCES GRIFFIN**, Surviving Settlor's sister;
- (iii) **GAYLE DAVIS**.
- (iv) **SANDRA J. MOMOTIUK, ESQ.**

If all of the above named successor trustees with respect to Survivor's trust are unwilling or unable to act as successor trustees to the **Surviving Trust** and **All Trusts**, a new trustee or cotrustee may be appointed by the court.

7. **Amendment of Article 7. Paragraph 7.6 ("Prohibited Trustee")** with respect to **All Trusts** and **"Surviving Trust"**:

Pursuant to Article 7 Section 7.1 of The Second Restated Barbara and Martin Minster Family Trust, as Amended and Restated, Martin Minster, Surviving Settlor-Spouse, hereby amends his "survivor's trust" and "all trusts" as follows:

Paragraph 7.6 shall be amended and shall be replaced and superseded by the following:

**7.6 Prohibited Trustee.** Notwithstanding any other provision in this instrument, in no event shall **SCOTT IVAN MINSTER**, his heirs, **SHAWN KAYE**, his heirs, **MICHAEL DUNCAN**, his heirs and any other children of **MARTIN MINSTER** and their heirs, and **SANDRA IRIS KAYE** or her heirs, be appointed as trustee.

8. **Amendment of Article 7. Paragraph 7.17(d) "Retention of Family Residence" in All Trusts**

- A. Paragraph 7.17(d) Retention of Family Residence" shall be amended and shall be replaced and superseded in by the following in **All Trusts**:

"(d) **Retention of Family Residence**" On the death of the surviving settlor, the trust interest in either the family residence, any proceeds remaining from the sale of the family residence, or any substitute residence or residential property purchased by the trustee with any proceeds of sale of the family residence, shall be distributed as follows:

- 
- i. To **NINA KAYELYN MINSTER** aka **NATALIE LYNN MINSTER**, if she survives the Surviving Settler for thirty (30) days.
  - ii. If **NINA KAYELYN MINSTER** aka **NATALIE LYNN MINSTER** does not survive the Surviving Settler for thirty (30) days, said assets shall be distributed to **FRANCES GRIFFIN** if he survives the Surviving Settler for thirty (30) days.
  - iii. If **NINA KAYELYN MINSTER** aka **NATALIE LYNN MINSTER R** and **FRANCES GRIFFIN** do not survive the Surviving Settler for thirty (30) days, said assets(s) shall be distributed to **GAIL DAVIS**.
  - iv. If **NINA KAYELYN MINSTER** aka **NATALIE LYNN MINSTER** and **FRANCES GRIFFIN** and **GAIL DAVIS** do not survive the Surviving Settler for thirty (30) days, said assets shall be distributed to **SANDRA J. MOMOTIUK, Esq.**, or her estate.

#### **ARTICLE E.    ADDITION TO TRUSTS**

1. Pursuant to Section 3.1 of The Second Restated Barbara and Martin Minster Family Trust, as Amended and Restated, Martin Minster, Surviving Settlor-Spouse, hereby amends his survivor's trust as follows:

- A. Paragraph 7.26 "Compensation for Attorney-in-Fact" shall be added to **Survivor Trust** and all trusts as follows:

**7.26 Compensation for Attorney-in-Fact** My attorney-in-fact shall be entitled to reasonable compensation for the services rendered in the execution of any of the powers conferred by me in this Power. Reasonable compensation shall be interpreted as being at least \$30.00 per hour for services rendered, with a total amount of said compensation to be at least 1% of the gross amount of the trust estate."

However, Sandra J. Momotiuk, Esq. shall receive her hourly rate of \$300.00 per hour for legal services and \$70.00 per hour for other services.

- B. Paragraph 7.26 "Compensation for Attorney-in-Fact" shall be added to **All Trusts** as follows:

**7.26 Compensation for Attorney-in-Fact.** My attorney-in-fact shall be entitled to reasonable compensation for the services rendered in the execution of any of the powers conferred by me in this Power. For purposes of this provision, reasonable compensation

shall be interpreted as being at least \$30.00 per hour for services rendered, with a total amount of said compensation to be at least 1% of the gross amount of the trust estate." However, Sandra J. Momotiuk, Esq. shall receive her hourly rate of \$300.00 per hour for legal services and \$70.00 per hour for other services.

- B. Paragraph 7.25 "Compensation for Attorney-in-Fact" shall be added to **All Trusts** as follows:

**7.25 Compensation for Attorney-in-Fact** My attorney-in-fact shall be entitled to reasonable compensation for the services rendered in the execution of any of the powers conferred by me in this Power. Reasonable compensation shall be interpreted as being at least \$30.00 per hour for services rendered, with a total amount of said compensation to be at least 1% of the gross amount of the trust estate." However, Sandra J. Momotiuk, Esq. shall receive her hourly rate of \$300.00 per hour for legal services and \$70.00 per hour for other services.

## ARTICLE F:

IT IS THE INTENT OF THE SETTLOR, MARTIN MINSTER, that his son, SCOTT IVAN MINSTER, receive nothing from his estate, save and except the maximum of ONE HUNDRED DOLLARS (\$100.00) from any portion of his estate that he can distribute.

Executed on August 5<sup>th</sup>, 2017, at North Hollywood, California.

Surviving Settlor

  
**MARTIN MINSTER**

*See Am. Ark.*



*Aug 5, 2017*

**Steven Korbin, Notary Public**



**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

**CIVIL CODE § 1189**

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 Los Angeles

On Aug. 5, 2017 before me,

**Steven Korbin, Notary Public**

Date

Here Insert Name and Title of the Officer

personally appeared

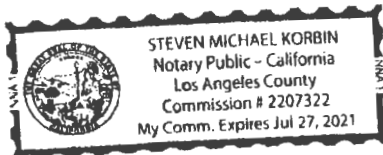
Martin Munster

Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.



Signature

Signature of Notary Public

Place Notary Seal Above

**OPTIONAL**

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

**Description of Attached Document**

Title or Type of Document: First Amendment

Document Date:

Number of Pages:

Signer(s) Other Than Named Above: None

**Capacity(ies) Claimed by Signer(s)**

Signer's Name:

☐ Corporate Officer — Title(s):

☐ Partner — ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other:

Signer Is Representing:

Signer's Name:

☐ Corporate Officer — Title(s):

☐ Partner — ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other:

Signer Is Representing:

# EXHIBIT 5

# EXHIBIT 5

*Second Restated Barbara & Martin Minster Family  
Trust*

Petition to Determine Validity of  
Purported First Amended to Trust

**FROM THE DESK OF SHAWN S. KAYE**

11643 Chandler Blvd #101  
Valley Village, CA 91601  
Tel: (818) 762-4968  
Fax: (818) 743-7475  
Email: skaye@pacbell.net

June 27, 2019

**VIA U.S. MAIL ONLY**

Martin Minster  
7831 Laurelgrove Ave  
North Hollywood, CA 91605

*Re: The Second Restated Barbara and Martin Minster Family Trust 2002*

Dear Marty:

This letter is to inform you that I have requested your attorney, Sandra Momotiuk, to speak with you, Scott and myself regarding the following legal matters:

- The Trust Estate
- The family residence
- Durable general power of attorney for asset management
- Power of attorney for health care and advance directives

While you made it clear to me that you did not make any changes to your Trust, the matters listed above are rather important legal issues that you should address now to make things a little easier for Scott to help you going forward.

Accordingly, because of your medical condition, I believe it's now a good time for you to appoint Scott as the Successor Trustee to the Trust. There is a significant legal issue regarding the family residence and the reverse mortgage that Scott will be able to address. You should also provide Scott with a durable general power of attorney for asset management. That document will allow Scott to access to your bank account in order to pay for your expenses and the in-home nursing care that you're going to require. Nina should not be expected to provide you with 24-hour around-the-clock care. She will need a break. Additionally, it would also be a good idea for Scott to be able to talk with your doctors too.

I am currently waiting for your attorney to return my telephone call and arrange a meeting to discuss these important matters. Hopefully, we can all meet next week sometime.

Please let me know if you need anything.

Talk with you soon,



Shawn Kaye

cc: Sandra Momotiuk, ESQ.  
Scott Minster



MARTIN MINSTER  
P.O. BOX 15356  
NORTH HOLLYWOOD, CA 91615-5356

90-7162  
3222 40825

1170

DATE 11-30-13

PAY TO THE  
ORDER OF

VIVA MINSTER

\$ 150<sup>00</sup>/<sub>100</sub>

One Hundred + Fifty Dollars & <sup>00</sup>/<sub>100</sub> DOLLARS



Security Features  
Do Not Write  
Do Not Sign

**CHASE**

JPMorgan Chase Bank, N.A.  
www.Chase.com

MEMO

Martin Minster MP

⑆322271627⑆

429694560⑆1170

ENDORSE HERE

DO NOT WRITE, STAMP OR SIGN BELOW THIS LINE  
RESERVED FOR FINANCIAL INSTITUTION USE \*

The security features listed below, as well as those not listed, exceed industry guidelines.  
Security Features:  
MicroPrint Line  
Results of document alteration:  
• MP Small type in line appears as dotted line when photocopied  
Chemically Sensitive Paper • Stains or spots may appear with chemical alteration  
Security Screen  
• Absence of "Original Document" voidage on back of check  
⑆ Federal Reserve Board of Governors REG. CC



MARTIN MINSTER  
P.O. BOX 15356  
NORTH HOLLYWOOD, CA 91615-5356

90-7162 40325  
3222

1615

DATE 9-11-18

PAY TO THE  
ORDER OF

NINA MINSTER

\$ 2,470.00

Two Thousand Four Hundred + No/100

DOLLARS



SECURITY FEATURES  
Including:  
Hologram on Back

CHASE

JPMorgan Chase Bank, N.A.  
www.Chase.com

MEMO

Form Mr. Todd Vet Bill

@ emergency

Martin Minster

MP

⑆322271627⑆ 9/9/18 4296945601⑈ 1615

MARTIN MINSTER  
P.O. BOX 15356  
NORTH HOLLYWOOD, CA 91615-5356

90-7162  
3222 40825

1630

DATE 10/16/9

PAY TO THE  
ORDER OF

Neo Transmissions Inc

\$1781.04

Seven hundred eighty one 04/100-2

DOLLARS



CHASE

JPMorgan Chase Bank, N.A.  
www.Chase.com

MEMO

Truck 95

Martin Minster

⑆322271627⑆

⑆29694560⑆ 1630

For Deposit Only - JPMC

ATCU

LINE



MARTIN MINSTER  
P.O. BOX 15356  
NORTH HOLLYWOOD, CA 91615-5356

90-7182  
3222 40826

1580

DATE 8-10-16

PAY TO THE  
ORDER OF

Sandra Motank \$ 4,950.00  
Four Thousand Nine Hundred + 00/100 DOLLARS

**CHASE**

JPMorgan Chase Bank, N.A.  
www.Chase.com

MEMO

⑆322271627⑆

429694560⑈1580

Martin Minster

DO NOT WRITE, STAMP OR SIGN BELOW THIS LINE

DEPOSIT TO ACCOUNT OF  
WITH NAMED PAYEE  
FOR DEPOSIT ONLY  
JPMorgan Chase Bank, N.A.

MARTIN MINSTER  
P.O. BOX 15356  
NORTH HOLLYWOOD, CA 91615-5356

90-7182  
3222 43825

1631

DATE

10/18/19

PAY TO THE  
ORDER OF

Nina Minster

One hundred & 00/100

\$ 100.00

DOLLARS



CHASE

JPMorgan Chase Bank, N.A.  
www.Chase.com

MEMO

Martin Minster

⑆322271627⑆

429694560⑈1631

ENDORSE HERE

DO NOT

MARTIN MINSTER  
P.O. BOX 15356  
NORTH HOLLYWOOD, CA 91615-5356

90-7162  
3222 40825

1632

DATE

10/19/19

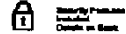
PAY TO THE  
ORDER OF

Atco Transmission

\$ 276.39

Two Seven Six 39/100

DOLLARS



CHASE

JPMorgan Chase Bank, N.A.  
www.Chase.com

MEMO

Alternator

Martin Minster

⑆322271627⑆

429694560⑆1632

For Deposit Only - JPMC

EXHIBIT 134



JPMorgan Chase Bank, N.A.  
P O Box 182051  
Columbus, OH 43218 - 2051

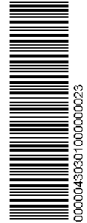
April 05, 2019 through May 06, 2019

Primary Account: **000000429694560**

#### CUSTOMER SERVICE INFORMATION

Web site: **Chase.com**  
Service Center: **1-800-935-9935**  
Deaf and Hard of Hearing: **1-800-242-7383**  
Para Espanol: **1-877-312-4273**  
International Calls: **1-713-262-1679**

00000043 DRI 703 211 12719 NNNNNNNNNN P 1 000000000 04 0000  
MARTIN MINSTER  
PO BOX 15356  
NORTH HOLLYWOOD CA 91615-5356



#### We want to remind you about the overdraft service options that are available for your personal checking account(s)

We've included information on the last page of this statement to remind you about our overdraft services and associated fees. You can find more information about these services and ways to avoid overdraft fees at [chase.com/overdraft-services](https://chase.com/overdraft-services).

If you have questions, please call us anytime at the number on your statement.

#### CONSOLIDATED BALANCE SUMMARY

##### ASSETS

##### Checking & Savings

	ACCOUNT	BEGINNING BALANCE THIS PERIOD	ENDING BALANCE THIS PERIOD
Chase Premier Plus Checking	000000429694560	\$12,416.14	\$94,673.58
Chase Plus Savings	000003027375343	2,598.18	2,725.25
<b>Total</b>		<b>\$15,014.32</b>	<b>\$97,398.83</b>
<b>TOTAL ASSETS</b>		<b>\$15,014.32</b>	<b>\$97,398.83</b>



April 05, 2019 through May 06, 2019  
Primary Account: 000000429694560

## CHASE PREMIER PLUS CHECKING

MARTIN MINSTER

Account Number: 000000429694560

### CHECKING SUMMARY

	AMOUNT
<b>Beginning Balance</b>	<b>\$12,416.14</b>
Deposits and Additions	88,909.99
Checks Paid	-15.00
Electronic Withdrawals	-6,637.55
<b>Ending Balance</b>	<b>\$94,673.58</b>
Annual Percentage Yield Earned This Period	0.01%
Interest Paid This Period	\$0.35
Interest Paid Year-to-Date	\$0.65

Your account ending in 5343 is linked to this account for overdraft protection.

Thank you for your military service and commitment to our country. Your monthly service fee was waived as a benefit of Chase Military Banking.

### CHECKS PAID

CHECK NUMBER	DATE PAID	AMOUNT
1617 ^	04/26	\$15.00
<b>Total Checks Paid</b>		<b>\$15.00</b>

If you see a check description in the Transaction Detail section, it means your check has already been converted for electronic payment. Because of this, we're not able to return the check to you or show you an image on Chase.com.

^ An image of this check may be available for you to view on Chase.com.

### TRANSACTION DETAIL

DATE	DESCRIPTION	AMOUNT	BALANCE
	<b>Beginning Balance</b>		<b>\$12,416.14</b>
04/15	Paypal Echeck 55X22Aqysner6 Web ID: Paypalec88	-229.47	12,186.67
04/15	So Cal Gas Simplepay PPD ID: 1991052494	-55.28	12,131.39
04/22	04/21 Payment To Chase Card Ending IN 8478	-397.66	11,733.73
04/22	Paypal Echeck 55X22AR63T2Ls Web ID: Paypalec88	-400.00	11,333.73
04/22	Discover E-Payment 6038 Web ID: 2510020270	-96.19	11,237.54
04/23	04/23 Payment To Chase Card Ending IN 8586	-319.14	10,918.40
04/24	SSA Treas 310 Xxsoc Sec PPD ID: 9101036216	<b>2,140.00</b>	13,058.40
04/26	Manual CR-Bkrg	<b>85,625.96</b>	98,684.36
04/26	Check # 1617	-15.00	98,669.36
04/30	04/30 Online Transfer 8181508387 To Nina #####2755 Transaction #: 8181508387	-4,000.00	94,669.36
04/30	04/30 Payment To Chase Card Ending IN 8586	-64.60	94,604.76
04/30	04/30 Payment To Chase Card Ending IN 8478	-147.50	94,457.26
05/01	Mpiphp Mpippcheck PPD ID: 1000122978	<b>485.06</b>	94,942.32

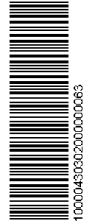
Page 2 of 6



April 05, 2019 through May 06, 2019  
Primary Account: 000000429694560

**TRANSACTION DETAIL** (continued)

DATE	DESCRIPTION	PPD ID	AMOUNT	BALANCE
05/01	Vacp Treas 310 Xxva Benef	PPD ID: 9111036002	140.05	95,082.37
05/01	05/01 Transfer To Sav Xxxxx5343		-127.00	94,955.37
05/02	Pruco Life of AZ Payment	PPD ID: 9778835001	402.94	95,358.31
05/02	05/02 Payment To Chase Card Ending IN 8586		-800.71	94,557.60
05/03	Manual CR-Bkrg		115.63	94,673.23
05/06	Interest Payment		0.35	94,673.58
Ending Balance				\$94,673.58

**CHASE PLUS SAVINGS**

MARTIN MINSTER

Account Number: 000003027375343

**SAVINGS SUMMARY**

	AMOUNT
Beginning Balance	\$2,598.18
Deposits and Additions	127.07
Ending Balance	\$2,725.25
Annual Percentage Yield Earned This Period	0.03%
Interest Paid This Period	\$0.07
Interest Paid Year-to-Date	\$0.30

The monthly service fee for this account was waived as an added feature of Chase Premier Plus Checking account.

**TRANSACTION DETAIL**

DATE	DESCRIPTION	AMOUNT	BALANCE
	Beginning Balance		\$2,598.18
05/01	Transfer From Chk Xxxxx4560	127.00	2,725.18
05/06	Interest Payment	0.07	2,725.25
Ending Balance			\$2,725.25

You earned a higher interest rate on your Chase Plus Savings account during this statement period because you had a qualifying Chase Premier Plus Checking account.



April 05, 2019 through May 06, 2019  
Primary Account: 000000429694560

**IN CASE OF ERRORS OR QUESTIONS ABOUT YOUR ELECTRONIC FUNDS TRANSFERS:** Call us at 1-866-564-2262 or write us at the address on the front of this statement (non-personal accounts contact Customer Service) immediately if you think your statement or receipt is incorrect or if you need more information about a transfer listed on the statement or receipt.

For personal accounts only: We must hear from you no later than 60 days after we sent you the FIRST statement on which the problem or error appeared. Be prepared to give us the following information:

- Your name and account number
- The dollar amount of the suspected error
- A description of the error or transfer you are unsure of, why you believe it is an error, or why you need more information.

We will investigate your complaint and will correct any error promptly. If we take more than 10 business days (or 20 business days for new accounts) to do this, we will credit your account for the amount you think is in error so that you will have use of the money during the time it takes us to complete our investigation.

**IN CASE OF ERRORS OR QUESTIONS ABOUT NON-ELECTRONIC TRANSACTIONS:** Contact the bank immediately if your statement is incorrect or if you need more information about any non-electronic transactions (checks or deposits) on this statement. If any such error appears, you must notify the bank in writing no later than 30 days after the statement was made available to you. For more complete details, see the Account Rules and Regulations or other applicable account agreement that governs your account. Deposit products and services are offered by JPMorgan Chase Bank, N.A. Member FDIC.



**JPMorgan Chase Bank, N.A. Member FDIC**

## IMAGES

ACCOUNT # 000000429694560

See both front and back images of cleared checks at Chase.com. If you're not enrolled in this free service, please enroll now.

MARTIN MINSTER  
P.O. BOX 10558  
NORTH WILLOW, CA 91015-0558

1617

DATE 2-28-99

U. C. REGENTS

Five Dollars & No/100

CHASE

Chase Bank, N.A.  
www.Chase.com

1617

322227639 4296745601617

005480527639 APR 26 #0000001617 \$1.00





April 05, 2019 through May 06, 2019  
Primary Account: 000000429694560

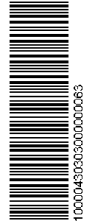
## Overdraft and Overdraft Fee Information for Your Chase Checking Account

### What You Need to Know About Overdrafts and Overdraft Fees

An overdraft occurs when you do not have enough money in your account to cover a transaction, but we pay it anyway. We can cover your overdrafts in two different ways:

1. We have standard overdraft practices that come with your account.
2. We also offer overdraft protection through a link to a Chase savings account, which may be less expensive than our standard overdraft practices. You can contact us to learn more.

This notice explains our standard overdraft practices.



- **What are the standard overdraft practices that come with my account?**

We **do** authorize and pay overdrafts for the following types of transactions:

- Checks and other transactions made using your checking account number
- Recurring debit card transactions

We **do not** authorize and pay overdrafts for the following types of transactions, unless you ask us to (see below):

- Everyday debit card transactions

We pay overdrafts at our discretion, which means we do not guarantee that we will always authorize and pay any type of transaction. If we do not authorize and pay an overdraft, your transaction will be declined.

- **What fees will I be charged if Chase pays my overdraft?**

Under our standard overdraft practices:

- If we pay an item, we'll charge you a \$34 Insufficient Funds Fee per item. This fee is not charged if your account balance at the end of the business day is overdrawn by \$5 or less, or for items that are \$5 or less.
- We won't charge more than three Insufficient Funds Fees per day, for a total of \$102.

- **We waive fees for some account types:**

- For Chase Sapphire<sup>SM</sup> Checking accounts, we waive the Insufficient Funds and Returned Item fees if you've had four or fewer Insufficient Funds or Returned Item occurrences in the past 12 months.
- For Chase Private Client Checking<sup>SM</sup> accounts, we waive the Chase overdraft fees.

- **What if I want Chase to authorize and pay overdrafts on my everyday debit card transactions?**

If you or a joint account owner would like to change your selection, sign in to [chase.com](https://chase.com) to update your account settings, or call us anytime at 1-800-935-9935 (or collect at 1-713-262-1679 if outside the U.S.), or visit a Chase branch.



April 05, 2019 through May 06, 2019  
Primary Account: **000000429694560**

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JPMorgan Chase Bank, N.A.  
P O Box 182051  
Columbus, OH 43218 - 2051

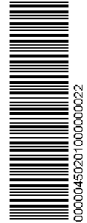
May 07, 2019 through June 06, 2019

Primary Account: **000000429694560**

00000045 DRI 703 211 15819 NNNNNNNNNN P 1 000000000 04 0000  
MARTIN MINSTER  
PO BOX 15356  
NORTH HOLLYWOOD CA 91615-5356

#### CUSTOMER SERVICE INFORMATION

Web site: **Chase.com**  
Service Center: **1-800-935-9935**  
Deaf and Hard of Hearing: **1-800-242-7383**  
Para Espanol: **1-877-312-4273**  
International Calls: **1-713-262-1679**



#### CONSOLIDATED BALANCE SUMMARY

##### ASSETS

Checking & Savings	ACCOUNT	BEGINNING BALANCE THIS PERIOD	ENDING BALANCE THIS PERIOD
Chase Premier Plus Checking	000000429694560	\$94,673.58	\$11,027.59
Chase Plus Savings	000003027375343	2,725.25	2,852.32
<b>Total</b>		<b>\$97,398.83</b>	<b>\$13,879.91</b>
<b>TOTAL ASSETS</b>		<b>\$97,398.83</b>	<b>\$13,879.91</b>

#### CHASE PREMIER PLUS CHECKING

MARTIN MINSTER

Account Number: 000000429694560

#### CHECKING SUMMARY

	AMOUNT
<b>Beginning Balance</b>	<b>\$94,673.58</b>
Deposits and Additions	3,169.78
Electronic Withdrawals	-6,815.77
Other Withdrawals	-80,000.00
<b>Ending Balance</b>	<b>\$11,027.59</b>
Annual Percentage Yield Earned This Period	0.01%
Interest Paid This Period	\$0.15
Interest Paid Year-to-Date	\$0.80

Your account ending in 5343 is linked to this account for overdraft protection.

Thank you for your military service and commitment to our country. Your monthly service fee was waived as a benefit of Chase Military Banking.



May 07, 2019 through June 06, 2019  
Primary Account: 000000429694560

**TRANSACTION DETAIL**

DATE	DESCRIPTION	AMOUNT	BALANCE
	<b>Beginning Balance</b>		<b>\$94,673.58</b>
05/08	05/08 Withdrawal	-80,000.00	14,673.58
05/16	Capital One Online Pmt 913539910123293 Web ID: 9279744991	-916.64	13,756.94
05/22	SSA Treas 310 Xxsoc Sec PPD ID: 9101036216	<b>2,140.00</b>	15,896.94
05/24	Manual CR-Bkrg	<b>1.58</b>	15,898.52
05/28	05/28 Payment To Chase Card Ending IN 8478	-300.00	15,598.52
05/29	Paypal Inst Xfer 1005739681085 Web ID: Paypalsi77	-24.95	15,573.57
05/31	Mpiphp Mpippcheck PPD ID: 1000122978	<b>485.06</b>	16,058.63
05/31	Vacp Treas 310 Xxva Benef PPD ID: 9111036002	<b>140.05</b>	16,198.68
06/03	06/03 Transfer To Sav Xxxxx5343	-127.00	16,071.68
06/03	06/03 Payment To Chase Card Ending IN 8586	-1,000.00	15,071.68
06/03	Paypal Inst Xfer Walmart Com Web ID: Paypalsi77	-105.46	14,966.22
06/04	Pruco Life of AZ Payment PPD ID: 9778835001	<b>402.94</b>	15,369.16
06/05	06/05 Online Transfer 8296783245 To Nina #####2755 Transaction #: 8296783245	-4,000.00	11,369.16
06/06	06/06 Payment To Chase Card Ending IN 8478	-277.23	11,091.93
06/06	06/06 Payment To Chase Card Ending IN 8586	-64.49	11,027.44
06/06	Interest Payment	<b>0.15</b>	11,027.59
	<b>Ending Balance</b>		<b>\$11,027.59</b>

**CHASE PLUS SAVINGS**

MARTIN MINSTER

Account Number: 000003027375343

**SAVINGS SUMMARY**

	AMOUNT
<b>Beginning Balance</b>	<b>\$2,725.25</b>
Deposits and Additions	127.07
<b>Ending Balance</b>	<b>\$2,852.32</b>
Annual Percentage Yield Earned This Period	0.03%
Interest Paid This Period	\$0.07
Interest Paid Year-to-Date	\$0.37

The monthly service fee for this account was waived as an added feature of Chase Premier Plus Checking account.

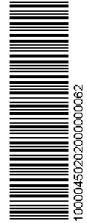


May 07, 2019 through June 06, 2019  
Primary Account: 000000429694560

## TRANSACTION DETAIL

DATE	DESCRIPTION	AMOUNT	BALANCE
	<b>Beginning Balance</b>		<b>\$2,725.25</b>
06/03	Transfer From Chk Xxxxx4560	127.00	2,852.25
06/06	Interest Payment	0.07	2,852.32
	<b>Ending Balance</b>		<b>\$2,852.32</b>

You earned a higher interest rate on your Chase Plus Savings account during this statement period because you had a qualifying Chase Premier Plus Checking account.



**IN CASE OF ERRORS OR QUESTIONS ABOUT YOUR ELECTRONIC FUNDS TRANSFERS:** Call us at 1-866-564-2262 or write us at the address on the front of this statement (non-personal accounts contact Customer Service) immediately if you think your statement or receipt is incorrect or if you need more information about a transfer listed on the statement or receipt.

For personal accounts only: We must hear from you no later than 60 days after we sent you the FIRST statement on which the problem or error appeared. Be prepared to give us the following information:

- Your name and account number
- The dollar amount of the suspected error
- A description of the error or transfer you are unsure of, why you believe it is an error, or why you need more information.

We will investigate your complaint and will correct any error promptly. If we take more than 10 business days (or 20 business days for new accounts) to do this, we will credit your account for the amount you think is in error so that you will have use of the money during the time it takes us to complete our investigation.

**IN CASE OF ERRORS OR QUESTIONS ABOUT NON-ELECTRONIC TRANSACTIONS:** Contact the bank immediately if your statement is incorrect or if you need more information about any non-electronic transactions (checks or deposits) on this statement. If any such error appears, you must notify the bank in writing no later than 30 days after the statement was made available to you. For more complete details, see the Account Rules and Regulations or other applicable account agreement that governs your account. Deposit products and services are offered by JPMorgan Chase Bank, N.A. Member FDIC



JPMorgan Chase Bank, N.A. Member FDIC

## IMAGES

ACCOUNT # 000000429694560

See both front and back images of cleared checks at Chase.com. If you're not enrolled in this free service, please enroll now.

**CHASE** **WITHDRAWAL/RETIRO** **CHECKING/CHEQUES**

Today's Date/Fecha: 5-8-19 Customer Name / Nombre: Martin Munster  
If Paying to Cashier's Check Payee Name / Si desea pagar en cheque de caja, escriba el nombre del beneficiario: *Martin Munster*

Withdrawal/Retiro: *50000.00* (Total) *429694560* (Account Number)

Signature: *[Signature]*

Amount: *50000.00*

009180780697 MAY 08 #0000000000 \$80,000.00



May 07, 2019 through June 06, 2019  
Primary Account: **000000429694560**

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JPMorgan Chase Bank, N.A.  
P O Box 182051  
Columbus, OH 43218 - 2051

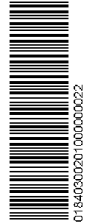
June 07, 2019 through July 05, 2019

Primary Account: **000000429694560**

00184030 DRE 703 219 18719 NNNNNNNNNN 1 000000000 04 0000  
MARTIN MINSTER  
PO BOX 15356  
NORTH HOLLYWOOD CA 91615-5356

#### CUSTOMER SERVICE INFORMATION

Web site: **Chase.com**  
Service Center: **1-800-935-9935**  
Deaf and Hard of Hearing: **1-800-242-7383**  
Para Espanol: **1-877-312-4273**  
International Calls: **1-713-262-1679**



018403030100000022

#### CONSOLIDATED BALANCE SUMMARY

##### ASSETS

Checking & Savings	ACCOUNT	BEGINNING BALANCE THIS PERIOD	ENDING BALANCE THIS PERIOD
Chase Premier Plus Checking	000000429694560	\$11,027.59	\$4,087.12
Chase Plus Savings	000003027375343	2,852.32	2,979.39
<b>Total</b>		<b>\$13,879.91</b>	<b>\$7,066.51</b>
<b>TOTAL ASSETS</b>		<b>\$13,879.91</b>	<b>\$7,066.51</b>

#### CHASE PREMIER PLUS CHECKING

MARTIN MINSTER

Account Number: 000000429694560

#### CHECKING SUMMARY

	AMOUNT
<b>Beginning Balance</b>	<b>\$11,027.59</b>
Deposits and Additions	3,168.12
Electronic Withdrawals	-10,108.59
<b>Ending Balance</b>	<b>\$4,087.12</b>
Annual Percentage Yield Earned This Period	0.01%
Interest Paid This Period	\$0.07
Interest Paid Year-to-Date	\$0.87

Your account ending in 5343 is linked to this account for overdraft protection.

Thank you for your military service and commitment to our country. Your monthly service fee was waived as a benefit of Chase Military Banking.



June 07, 2019 through July 05, 2019  
Primary Account: 000000429694560

**TRANSACTION DETAIL**

DATE	DESCRIPTION	AMOUNT	BALANCE
	<b>Beginning Balance</b>		<b>\$11,027.59</b>
06/10	06/10 Payment To Chase Card Ending IN 8478	-645.50	10,382.09
06/10	06/10 Payment To Chase Card Ending IN 8586	-1,107.44	9,274.65
06/12	So Cal Gas Simplepay PPD ID: 1991052494	-13.83	9,260.82
06/21	06/21 Payment To Chase Card Ending IN 8478	-214.82	9,046.00
06/26	SSA Treas 310 Xxsoc Sec PPD ID: 9101036216	<b>2,140.00</b>	11,186.00
07/01	Mpiphp Mpippcheck PPD ID: 1000122978	<b>485.06</b>	11,671.06
07/01	Vacp Treas 310 Xxva Benef PPD ID: 9111036002	<b>140.05</b>	11,811.11
07/01	07/01 Transfer To Sav Xxxxx5343	-127.00	11,684.11
07/01	07/01 Online Transfer 8389884784 To Nina #####2755 Transaction #: 8389884784	-8,000.00	3,684.11
07/02	Pruco Life of AZ Payment PPD ID: 9778835001	<b>402.94</b>	4,087.05
07/05	Interest Payment	<b>0.07</b>	4,087.12
	<b>Ending Balance</b>		<b>\$4,087.12</b>

**CHASE PLUS SAVINGS**

MARTIN MINSTER

Account Number: 000003027375343

**SAVINGS SUMMARY**

	AMOUNT
<b>Beginning Balance</b>	<b>\$2,852.32</b>
Deposits and Additions	127.07
<b>Ending Balance</b>	<b>\$2,979.39</b>
Annual Percentage Yield Earned This Period	0.03%
Interest Paid This Period	\$0.07
Interest Paid Year-to-Date	\$0.44

The monthly service fee for this account was waived as an added feature of Chase Premier Plus Checking account.

**TRANSACTION DETAIL**

DATE	DESCRIPTION	AMOUNT	BALANCE
	<b>Beginning Balance</b>		<b>\$2,852.32</b>
07/01	Transfer From Chk Xxxxx4560	<b>127.00</b>	2,979.32
07/05	Interest Payment	<b>0.07</b>	2,979.39
	<b>Ending Balance</b>		<b>\$2,979.39</b>

You earned a higher interest rate on your Chase Plus Savings account during this statement period because you had a qualifying Chase Premier Plus Checking account.





June 07, 2019 through July 05, 2019  
Primary Account: 000000429694560

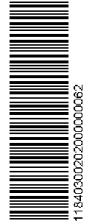
**IN CASE OF ERRORS OR QUESTIONS ABOUT YOUR ELECTRONIC FUNDS TRANSFERS:** Call us at 1-866-564-2262 or write us at the address on the front of this statement (non-personal accounts contact Customer Service) immediately if you think your statement or receipt is incorrect or if you need more information about a transfer listed on the statement or receipt.

For personal accounts only: We must hear from you no later than 60 days after we sent you the FIRST statement on which the problem or error appeared. Be prepared to give us the following information:

- Your name and account number
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- A description of the error or transfer you are unsure of, why you believe it is an error, or why you need more information.

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JPMorgan Chase Bank, N.A. Member FDIC



June 07, 2019 through July 05, 2019  
Primary Account: **000000429694560**

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JPMorgan Chase Bank, N.A.  
P O Box 182051  
Columbus, OH 43218 - 2051

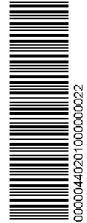
September 07, 2019 through October 04, 2019

Primary Account: **000000429694560**

00000044 DRI 703 211 27819 NNNNNNNNNN P 1 000000000 04 0000  
MARTIN MINSTER  
PO BOX 15356  
NORTH HOLLYWOOD CA 91615-5356

#### CUSTOMER SERVICE INFORMATION

Web site: **Chase.com**  
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Para Espanol: **1-877-312-4273**  
International Calls: **1-713-262-1679**



### Good news! We're making it easier to get a replacement account number if your account is compromised.

Starting November 17, 2019, if your account is compromised, we can simply issue you a replacement account number without the hassle of closing your existing account and opening a new one. This will allow you to continue using your existing debit card.

We've updated our Deposit Account Agreement to explain this change:

*We can assign and transfer your account information and documentation to a replacement account number at our discretion. We may make this assignment when your account is reported compromised by you or any signer. If we issue you a replacement account number, this Deposit Account Agreement governing you and your account will continue to apply, without interruption, as if you retained the discontinued account number.*

Please call us at the number at the top of this statement if you have any questions.

#### CONSOLIDATED BALANCE SUMMARY

##### ASSETS

##### Checking & Savings

	ACCOUNT	BEGINNING BALANCE THIS PERIOD	ENDING BALANCE THIS PERIOD
Chase Premier Plus Checking	000000429694560	\$3,902.52	\$4,268.21
Chase Plus Savings	000003027375343	3,233.55	3,360.62
<b>Total</b>		<b>\$7,136.07</b>	<b>\$7,628.83</b>
<b>TOTAL ASSETS</b>		<b>\$7,136.07</b>	<b>\$7,628.83</b>



September 07, 2019 through October 04, 2019

Primary Account: 000000429694560

**CHASE PREMIER PLUS CHECKING**

MARTIN MINSTER

Account Number: 000000429694560

**CHECKING SUMMARY**

	AMOUNT
<b>Beginning Balance</b>	<b>\$3,902.52</b>
Deposits and Additions	3,168.08
Checks Paid	-200.00
Electronic Withdrawals	-2,602.39
<b>Ending Balance</b>	<b>\$4,268.21</b>
Annual Percentage Yield Earned This Period	0.01%
Interest Paid This Period	\$0.03
Interest Paid Year-to-Date	\$0.97

Your account ending in 5343 is linked to this account for overdraft protection.

Thank you for your military service and commitment to our country. Your monthly service fee was waived as a benefit of Chase Military Banking.

**CHECKS PAID**

CHECK NUMBER	DATE PAID	AMOUNT
1628 ^	09/09	\$200.00
<b>Total Checks Paid</b>		<b>\$200.00</b>

If you see a check description in the Transaction Detail section, it means your check has already been converted for electronic payment. Because of this, we're not able to return the check to you or show you an image on Chase.com.

^ An image of this check may be available for you to view on Chase.com.

**TRANSACTION DETAIL**

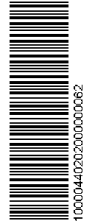
DATE	DESCRIPTION	AMOUNT	BALANCE
	<b>Beginning Balance</b>		<b>\$3,902.52</b>
09/09	Check # 1628	-200.00	3,702.52
09/11	09/11 Online Realtime Transfer To Nina 2755 Transaction#: 8634925654 Reference#: 8634925654Rx	-1,000.00	2,702.52
09/11	So Cal Gas Simplepay PPD ID: 1991052494	-16.62	2,685.90
09/12	09/11 Payment To Chase Card Ending IN 8478	-248.91	2,436.99
09/25	SSA Treas 310 Xxsoc Sec PPD ID: 9101036216	<b>2,140.00</b>	4,576.99
10/01	Mpiphp Mpippcheck PPD ID: 1000122978	<b>485.06</b>	5,062.05
10/01	Vacp Treas 310 Xxva Benef PPD ID: 9111036002	<b>140.05</b>	5,202.10
10/01	10/01 Transfer To Sav Xxxxx5343	-127.00	5,075.10
10/01	10/01 Payment To Chase Card Ending IN 7565	-191.42	4,883.68
10/01	10/01 Payment To Chase Card Ending IN 8586	-644.92	4,238.76



September 07, 2019 through October 04, 2019  
Primary Account: 000000429694560

**TRANSACTION DETAIL** *(continued)*

DATE	DESCRIPTION	AMOUNT	BALANCE
10/01	10/01 Payment To Chase Card Ending IN 8478	-373.52	3,865.24
10/02	Pruco Life of AZ Payment PPD ID: 9778835001	402.94	4,268.18
10/04	Interest Payment	0.03	4,268.21
Ending Balance			\$4,268.21

**CHASE PLUS SAVINGS**

MARTIN MINSTER

Account Number: 000003027375343

**SAVINGS SUMMARY**

	AMOUNT
Beginning Balance	\$3,233.55
Deposits and Additions	127.07
Ending Balance	\$3,360.62
Annual Percentage Yield Earned This Period	0.03%
Interest Paid This Period	\$0.07
Interest Paid Year-to-Date	\$0.67

The monthly service fee for this account was waived as an added feature of Chase Premier Plus Checking account.

**TRANSACTION DETAIL**

DATE	DESCRIPTION	AMOUNT	BALANCE
	Beginning Balance		\$3,233.55
10/01	Transfer From Chk Xxxxx4560	127.00	3,360.55
10/04	Interest Payment	0.07	3,360.62
Ending Balance			\$3,360.62

You earned a higher interest rate on your Chase Plus Savings account during this statement period because you had a qualifying Chase Premier Plus Checking account.



September 07, 2019 through October 04, 2019

Primary Account: 000000429694560

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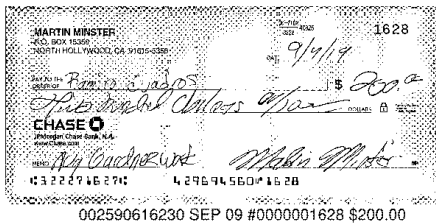


JPMorgan Chase Bank, N.A. Member FDIC

## IMAGES

ACCOUNT # 000000429694560

See both front and back images of cleared checks at Chase.com. If you're not enrolled in this free service, please enroll now.





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P O Box 182051  
Columbus, OH 43218 - 2051

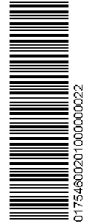
November 07, 2019 through December 05, 2019

Primary Account: **000000429694560**

00175460 DRE 703 219 34019 NNNNNNNNNN 1 000000000 04 0000  
MARTIN MINSTER  
PO BOX 15356  
NORTH HOLLYWOOD CA 91615-5356

#### CUSTOMER SERVICE INFORMATION

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Para Espanol: **1-877-312-4273**  
International Calls: **1-713-262-1679**



017546000100000022

#### CONSOLIDATED BALANCE SUMMARY

##### ASSETS

Checking & Savings	ACCOUNT	BEGINNING BALANCE THIS PERIOD	ENDING BALANCE THIS PERIOD
Chase Premier Plus Checking	000000429694560	\$9,722.53	\$4,952.07
Chase Plus Savings	000003027375343	3,487.71	3,614.79
<b>Total</b>		<b>\$13,210.24</b>	<b>\$8,566.86</b>
<b>TOTAL ASSETS</b>		<b>\$13,210.24</b>	<b>\$8,566.86</b>

#### CHASE PREMIER PLUS CHECKING

MARTIN MINSTER

Account Number: 000000429694560

#### CHECKING SUMMARY

	AMOUNT
<b>Beginning Balance</b>	<b>\$9,722.53</b>
Deposits and Additions	3,168.09
Electronic Withdrawals	-7,938.55
<b>Ending Balance</b>	<b>\$4,952.07</b>
Annual Percentage Yield Earned This Period	0.01%
Interest Paid This Period	\$0.05
Interest Paid Year-to-Date	\$1.07

Your account ending in 5343 is linked to this account for overdraft protection.

Thank you for your military service and commitment to our country. Your monthly service fee was waived as a benefit of Chase Military Banking.



November 07, 2019 through December 05, 2019

Primary Account: 000000429694560

**TRANSACTION DETAIL**

DATE	DESCRIPTION	AMOUNT	BALANCE
	<b>Beginning Balance</b>		<b>\$9,722.53</b>
11/07	11/07 Payment To Chase Card Ending IN 8478	-626.65	9,095.88
11/07	11/07 Payment To Chase Card Ending IN 8586	-2,000.00	7,095.88
11/12	So Cal Gas Simplepay PPD ID: 1991052494	-23.89	7,071.99
11/18	11/18 Online Transfer 8871112798 To Nina #####2755 Transaction #: 8871112798	-1,000.00	6,071.99
11/20	11/20 Payment To Chase Card Ending IN 8478	-242.91	5,829.08
11/26	11/26 Online Realtime Transfer To Nina 2755 Transaction#: 8897718735 Reference#: 8897718735Rx	-1,500.00	4,329.08
11/26	Home Depot Online Pmt 123129962519694 Web ID: Citictp	-122.57	4,206.51
11/27	SSA Treas 310 Xxsoc Sec PPD ID: 9101036216	<b>2,140.00</b>	6,346.51
11/29	Mpiphp Mpippcheck PPD ID: 1000122978	<b>485.06</b>	6,831.57
11/29	Vacp Treas 310 Xxva Benef PPD ID: 9111036002	<b>140.05</b>	6,971.62
12/02	12/02 Transfer To Sav Xxxxx5343	-127.00	6,844.62
12/02	County of Kern Prop Taxes 201911301419Www Web ID: 4956000925	-381.56	6,463.06
12/03	Pruco Life of AZ Payment PPD ID: 9778835001	<b>402.93</b>	6,865.99
12/05	12/05 Payment To Chase Card Ending IN 8478	-224.75	6,641.24
12/05	12/05 Payment To Chase Card Ending IN 8586	-1,689.22	4,952.02
12/05	Interest Payment	<b>0.05</b>	4,952.07
	<b>Ending Balance</b>		<b>\$4,952.07</b>

**CHASE PLUS SAVINGS**

MARTIN MINSTER

Account Number: 000003027375343

**SAVINGS SUMMARY**

	AMOUNT
<b>Beginning Balance</b>	<b>\$3,487.71</b>
Deposits and Additions	127.08
<b>Ending Balance</b>	<b>\$3,614.79</b>
Annual Percentage Yield Earned This Period	0.03%
Interest Paid This Period	\$0.08
Interest Paid Year-to-Date	\$0.84

The monthly service fee for this account was waived as an added feature of Chase Premier Plus Checking account.





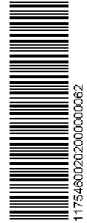
November 07, 2019 through December 05, 2019

Primary Account: 000000429694560

### TRANSACTION DETAIL

DATE	DESCRIPTION	AMOUNT	BALANCE
	<b>Beginning Balance</b>		<b>\$3,487.71</b>
12/02	Transfer From Chk Xxxxx4560	127.00	3,614.71
12/05	Interest Payment	0.08	3,614.79
	<b>Ending Balance</b>		<b>\$3,614.79</b>

You earned a higher interest rate on your Chase Plus Savings account during this statement period because you had a qualifying Chase Premier Plus Checking account.



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JPMorgan Chase Bank, N.A. Member FDIC



November 07, 2019 through December 05, 2019  
Primary Account: **000000429694560**

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P O Box 182051  
Columbus, OH 43218 - 2051

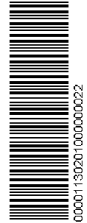
December 06, 2019 through January 07, 2020

Primary Account: **000000429694560**

00000113 DRI 703 211 00820 NNNNNNNNNN P 1 000000000 04 0000  
MARTIN MINSTER  
PO BOX 15356  
NORTH HOLLYWOOD CA 91615-5356

#### CUSTOMER SERVICE INFORMATION

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Para Espanol: **1-877-312-4273**  
International Calls: **1-713-262-1679**



#### CONSOLIDATED BALANCE SUMMARY

##### ASSETS

Checking & Savings	ACCOUNT	BEGINNING BALANCE THIS PERIOD	ENDING BALANCE THIS PERIOD
Chase Premier Plus Checking	000000429694560	\$4,952.07	\$22,000.68
Chase Plus Savings	000003027375343	3,614.79	3,741.89
<b>Total</b>		<b>\$8,566.86</b>	<b>\$25,742.57</b>
<b>TOTAL ASSETS</b>		<b>\$8,566.86</b>	<b>\$25,742.57</b>

#### CHASE PREMIER PLUS CHECKING

MARTIN MINSTER

Account Number: 000000429694560

#### CHECKING SUMMARY

	AMOUNT
<b>Beginning Balance</b>	<b>\$4,952.07</b>
Deposits and Additions	23,996.20
Checks Paid	-350.00
Electronic Withdrawals	-6,597.59
<b>Ending Balance</b>	<b>\$22,000.68</b>
Annual Percentage Yield Earned This Period	0.01%
Interest Paid This Period	\$0.11
Interest Paid Year-to-Date	\$0.11

Your account ending in 5343 is linked to this account for overdraft protection.

Interest paid in 2019 for account 000000429694560 was \$1.07.

Thank you for your military service and commitment to our country. Your monthly service fee was waived as a benefit of Chase Military Banking.



December 06, 2019 through January 07, 2020

Primary Account: 000000429694560

**CHECKS PAID**

CHECK NUMBER	DATE PAID	AMOUNT
1633 ^	12/17	\$200.00
1634 ^	01/06	150.00
<b>Total Checks Paid</b>		<b>\$350.00</b>

If you see a check description in the Transaction Detail section, it means your check has already been converted for electronic payment. Because of this, we're not able to return the check to you or show you an image on Chase.com.

^ An image of this check may be available for you to view on Chase.com.

**TRANSACTION DETAIL**

DATE	DESCRIPTION	AMOUNT	BALANCE
	<b>Beginning Balance</b>		<b>\$4,952.07</b>
12/11	So Cal Gas Simplepay PPD ID: 1991052494	-26.31	4,925.76
12/17	Check # 1633	-200.00	4,725.76
12/23	12/23 Payment To Chase Card Ending IN 8478	-671.35	4,054.41
12/23	Paypal Inst Xfer Walmart Com Web ID: Paypalsi77	-92.45	3,961.96
12/24	SSA Treas 310 Xxsoc Sec PPD ID: 9101036216	<b>2,140.00</b>	6,101.96
12/24	Paypal Inst Xfer Vorzar.Com Web ID: Paypalsi77	-37.16	6,064.80
12/26	Deposit 1060208534	<b>20,751.99</b>	26,816.79
12/26	Capital One Online Pmt 935839910040726 Web ID: 9279744991	-21.90	26,794.89
12/31	Mpiphp Mpippcheck PPD ID: 1000122978	<b>485.06</b>	27,279.95
12/31	Vacp Treas 310 Xxva Benef PPD ID: 9111036002	<b>142.29</b>	27,422.24
01/02	Paypal Transfer PPD ID: Paypalsd11	<b>19.60</b>	27,441.84
01/02	01/02 Transfer To Sav Xxxxx5343	-127.00	27,314.84
01/02	01/02 Online Realtime Transfer To Nina 2755 Transaction#: 9035463763 Reference#: 9035463763Rx	-4,000.00	23,314.84
01/03	Pruco Life of AZ Payment PPD ID: 9778835001	<b>457.15</b>	23,771.99
01/06	01/04 Payment To Chase Card Ending IN 7565	-150.00	23,621.99
01/06	01/06 Payment To Chase Card Ending IN 8586	-1,042.48	22,579.51
01/06	01/06 Payment To Chase Card Ending IN 7565	-428.94	22,150.57
01/06	Check # 1634	-150.00	22,000.57
01/07	Interest Payment	<b>0.11</b>	22,000.68
	<b>Ending Balance</b>		<b>\$22,000.68</b>



December 06, 2019 through January 07, 2020

Primary Account: 000000429694560

## CHASE PLUS SAVINGS

MARTIN MINSTER

Account Number: 000003027375343

### SAVINGS SUMMARY

	AMOUNT
Beginning Balance	\$3,614.79
Deposits and Additions	127.10
Ending Balance	\$3,741.89
Annual Percentage Yield Earned This Period	0.03%
Interest Paid This Period	\$0.10
Interest Paid Year-to-Date	\$0.10

Interest paid in 2019 for account 000003027375343 was \$0.84.

The monthly service fee for this account was waived as an added feature of Chase Premier Plus Checking account.

### TRANSACTION DETAIL

DATE	DESCRIPTION	AMOUNT	BALANCE
	Beginning Balance		\$3,614.79
01/02	Transfer From Chk Xxxx4560	127.00	3,741.79
01/07	Interest Payment	0.10	3,741.89
	Ending Balance		\$3,741.89

You earned a higher interest rate on your Chase Plus Savings account during this statement period because you had a qualifying Chase Premier Plus Checking account.

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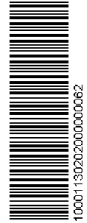
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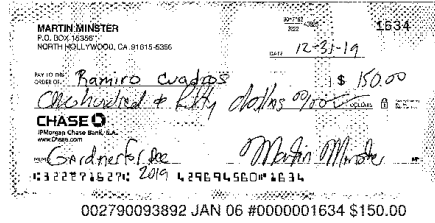
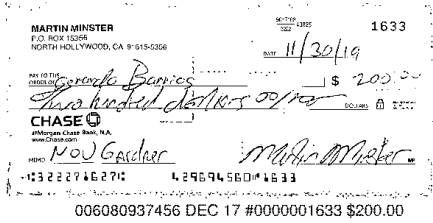


December 06, 2019 through January 07, 2020  
Primary Account: 000000429694560

## IMAGES

ACCOUNT # 000000429694560

See both front and back images of cleared checks at Chase.com. If you're not enrolled in this free service, please enroll now.





**From:** Nina Minster <ninaminster@hotmail.com>  
**Sent:** Monday, March 13, 2023 12:11:57 PM  
**To:** Scott Minster <tcppools@hotmail.com>  
**Subject:** Re: Stipulation

Oh another one of your mind trick games.  
In the last 3 years you haven't been agreeable to anything and all of a sudden you want to be agreeable what a joke.

Why don't you just remove the lis pendent?  
Immediately!!!

so, I can do as I said I have been trying to do since 2020 because....

If I have a buyer and I'm not saying that I do, but I can find one if there was no lis pendant.

and I find a reasonable price for the house the reverse mortgage would be paid first then the real estate agent has to be paid all remaining bills attached to the house have to be paid and then the remainder could go into a blocked account with the court.

I cannot change what needs to be paid.

I received nothing from the bills that need to be paid just in case you were wondering.

Everything that has to be paid is attached to the house including your \$19,000 which I refuse to pay keystone law group because that's your debt not the house. Pay your bill.

Good day

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**From:** Scott Minster <tcppools@hotmail.com>  
**Sent:** Monday, March 13, 2023 10:43:58 AM  
**To:** Nina Minster <ninaminster@hotmail.com>  
**Subject:** Re: Stipulation

Nina,

The house is set to be sold at a foreclosure sale on March 30, 2023. Your email suggests to me that you have a buyer ready to go. If so, and if the price is agreeable, we might be able to make a deal here.

If you have a buyer who can close the deal before the foreclosure sale date for an agreeable amount, I will remove the lis pendens, provided that we agree that the money from the sale proceeds be used to pay off only the reverse mortgage, with the remainder being placed in a blocked account until you and I can workout our differences as to how the money should be divided.

Is that agreeable to you?

Sent from my T-Mobile 5G Device

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**From:** Nina Minster <ninaminster@hotmail.com>  
**Sent:** Sunday, March 12, 2023, 10:21 PM  
**To:** Scott Minster <Tcppools@hotmail.com>  
**Subject:** Re: Stipulation

And furthermore,  
Maybe you should consider paying your \$19,000 Bill to the keystone law group.  
Maybe you need to realize what you have done to destroy our parents good name.  
And continue to try to destroy our father's good name and my good name.  
As I am the one who has never been audited by the IRS for lying to them ..  
I have never been arrested unlike you who was arrested as a child for threatening teachers, and slashing the tires and letting the air out of tires on teachers cars.  
I do not have a record of anything illegal or currently now legal because I know you haven't stopped smoking marijuana so maybe you should pull your head out of your ass.

Remove the Lis Penend and allow the only responsible person named as trustee of the trust by Martin Minster in 2017 , that would be me Nina Kayelynn Minster  
The right to sell the house and put the remaining proceeds in a blocked account with the court so that you can continue to fight me with your lies.  
And I will continue to provide the truth.  
And I know that little fumes are coming out of the top of your head right now along with Shawn..  
But you know I speak the truth you cannot lie to yourself but you definitely lie on paper.

And please give these entire email communications to the court in your ex parte so that the judge can see who is the real problem and it's not me ,because I have wanted nothing but to settle this with you since before you even went to keystone law group.

All you needed to do was pick up the phone and call me and every email I sent to you and every time I called you and you never answered the phone and you never responded to my emails in the last 3 years this is where it has led us to this point.

Good job you've done your mother so proud  
You never liked your father you couldn't stand him and he knew it and that's why he did what he did and appointed me trustee and gave me everything ...  
but I was willing to share with you because we made an agreement in April 2019 in your backyard to split the house and the property when our father passed but you have a little birdie in your ear and it might even be your wife breathing down your neck thinking you're going to get millions of dollars.  
Such a sad pathetic pulling grasping at lies that you think will hold up in court as I unravel the truth.

With or without an attorney the judge cannot deny when the proof is right in front of him proving all of your lies and deceit.

Good day.

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**From:** Nina Minster <ninaminster@hotmail.com>  
**Sent:** Sunday, March 12, 2023 8:33:46 PM  
**To:** Scott Minster <Tcppools@hotmail.com>  
**Subject:** Re: Stipulation

Scott

I don't need time to think about what you're offering file all the ex parte you want .  
You should have worked this out with me 3 years ago you should have called me first instead of talking to an attorney.

We both could have split the net proceeds when the house was selling for 1 million dollars in 2020 but you refuse to talk to me and you decided to sue me and you have cost me thousands of dollars.

Not counting the stress and aggravation of dealing with you and your cousin Shawn and all stupid attorneys.

The only way that we are going to save this house is to sell it....because it is not worth a million dollars anymore because it is falling apart and it has been falling apart since 2016.  
You fuked us both.

So you remove the list pennants and allow me to sell the house for the most money possible I'm ready to go , pay off the reverse mortgage and put the remaining proceeds in a blocked account with the court.  
because I know you want to continue fighting because that's what Shawn has you doing.

You have no intention of doing anything that could possibly benefit me at all you're a shady little punk.

And I'm tired of the games that you're playing.

Just like you're unlawful detainer BS

And all the other lies that you have said continuously about me to the court.

What makes you think on God's given planet that I'm going to give control over to you when you did not even speak to our father for 6 years when you did not even help me in the last year of his life when you knew that he was never going to recover.

No little brother all you did was listen to your first cousin Shawn.

In 2020 we probably could have walked away with about 275,000 a piece and it was tax free and we could have

worked other things out but you thought you were doing the right thing but as usual you did the wrong thing and you still continue to do the wrong thing so you have a nice time filing your ex parte.

Or like I said remove your list pennants and allow me to sell the house this month and put the remaining proceeds after we pay off the bank and anything else that needs to be paid off we'll go into a blocked account with the court and you can continue fighting me over pennies.

Good day.

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**From:** Scott Minster <Tcppools@hotmail.com>  
**Sent:** Sunday, March 12, 2023 2:12:50 PM  
**To:** ninaminster@hotmail.com <ninaminster@hotmail.com>  
**Subject:** Stipulation

Dear Nina,

I am writing to you directly because I'm hoping we can just work this out on a personal level.

As you are aware, the real property located at 7831 Laurelgrove Ave, North Hollywood, CA 91605 is in default and is currently scheduled for foreclosure sale in less than 30 days — March 30, 2023. The default amount is now over \$500,000.00.

I have the ability to refinance the loan, and, based on what I am aware of, you have not been able to do so. If the default is not paid, we will lose the property and what looks like about \$500,000 in equity. Nina, I just want to save the property and then resolve whatever dispute is still existing. I am willing to refinance the amount necessary to cure the default. But, in order for me to do so, I need to have legal authority as trustee to refinance. To assure you that I will not and cannot do anything with the property, I want to enter into a very simple agreement with you that the property cannot be sold without our joint agreement. I could have refinanced the property, but the Court ordered a \$900,000 bond that I simply cannot get issued.

Therefore, before I file an ex parte application to be re-appointed as trustee, I am asking you to please stipulate to me becoming the trustee, subject to the sale limitation above. I believe the judge will be more likely than not to grant the application with your agreement. Attached is the stipulation for your review. Please take a look, and if you agree, please sign.

Please let me know your decision within the next couple of days.

Scott

1 Alfred O. Anyia, Esq. (SBN:183571)  
 2 alfredanyialaw@gmail.com  
 3 **LAW OFFICES OF ALFRED O. ANYIA**  
 4 10454 Burbank Boulevard., Suite 126  
 5 North Hollywood, CA 91605  
 6 Telephone: (818) 432-8467  
 7 Facsimile: (818) 322-1269

8 Attorney for Petitioner SCOTT MINTER,  
 9 Beneficiary of the Second Restated Barbara  
 10 and Martin Minster Family Trust, as amended  
 11 and restated in 2002

12 SUPERIOR COURT OF THE STATE OF CALIFORNIA  
 13 COUNTY OF LOS ANGELES, CENTRAL DISTRICT

14 In re the Matter of:

15 THE SECOND RESTATED BARBARA  
 16 AND MARTIN MINSTER FAMILY  
 17 TRUST, AS AMENDED AND RESTATED  
 18 IN 2002,

Case No.: 20STPB07107

Honorable Gus T. May

**STIPULATION FOR EX PARTE  
 APPLICATION FOR ORDER  
 APPOINTING INTERIM TRUSTEE**

19 SCOTT IVAN MINSTER, Beneficiary of the  
 20 Second Restated Barbara and Martin Minster  
 21 Family Trust, as amended and restated in 2002,

22 Petitioner,

23 v.

24 NINA KAYELLYNN MINSTER aka NATALIE  
 25 LYNN MINSTER, individually and as Successor  
 26 Trustee of the Second Restated Barbara and  
 27 Martin Minster Family Trust, as amended and  
 28 restated in 2002; and DOES 1-20, inclusive,

Respondents.

WHEREAS on August 28, 2020 Petitioner SCOTT MINSTER ("Petitioner") filed the original Petition in this case challenging, inter alia, the purported First Amendment "Survivors Trust" of the Second Restated Barbara and Martin Minster Family Trust, as amended and

**STIPULATION FOR EX PARTE APPLICATION FOR ORDER  
 APPOINTING INTERIM TRUSTEE - page 1**

1 restated in 2002 and First Amendment to Second Restated Barbara and Martin Minster Family  
2 Trust, as amended and restated in 2002 (the "First Amendment") appointing NINA  
3 KAYELYNN MINSTER ("Respondent"), as Successor Trustee of the First Amendment to the  
4 Second Restated Barbara and Martin Minster Family Trust, as Amended and Restated, dated  
5 August 5th, 2017 (the "Trust").

6 WHEREAS, Respondent has filed objections to the Original Petition filed by Petitioner,  
7 alleging, among other things, that she is the proper trustee of the trust.

8 WHEREAS, the Barbara and Martin Minster Family Trust dated August 21, 1994 is the  
9 owner of the real property located in Los Angeles County, California, commonly known as  
10 7831 Laurelgrove Ave, North Hollywood, CA 91605 ("Laurelgrove Property"), and more  
11 particularly described as:

12 LOT 12, TRACT 13907, IN THE CITY OF LOS ANGELES, COUNTY OF LOS  
13 ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 328  
14 PAGE 20 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID  
COUNTY.

15 which real property is now subject to a trustee's sale, by a deed of trust recorded on March 29,  
16 2016, as Instrument No. 20160342580 of official records in the Office of the Recorder of Los  
17 Angeles County, California, on the real property.

18 WHEREAS, the dispute as to the validity of the purported First Amendment is still  
19 pending trial, but the trustee's sale of the Laurelgrove Property is scheduled to occur on  
20 February 28, 2023;

21 WHEREAS, both Petitioner and Respondent desire to avert the trustee's sale because the  
22 Laurelgrove Property has considerable equity and if allowed to be foreclosed upon, both sides  
23 will lose their interest, if any, in the Laurelgrove Property;

24 WHEREAS, the parties desire to save the Laurelgrove Property from foreclosure sale  
25 and Petitioner has obtained approval of a mortgage loan to refinance the existing mortgage  
26 which is now in default and subject to foreclosure;

27 NOW THEREFORE, it is hereby agreed between the Petitioner and the Respondent:  
28

- 1 / 1. That SCOTT MINSTER be appointed, without bond, Trustee of the Barbara and  
2 Martin Minster Family Trust, created under the First Amendment to The Second  
3 Restated Barbara and Martin Minster Family Trust, as Amended and Restated, dated  
4 August 5, 2017, forthwith with full authority and powers;
- 5 / 2. That SCOTT MINSTER is authorized to take any and all action to preserve the  
6 Laurelgrove Property including but not limited to refinancing the existing mortgage  
7 (with no part of the equity being withdrawn), and no subsequent sale of the property  
8 shall occur without approval of the Court;
- 9 3. In the event the Court approves a sale of the Laurelgrove Property, the net proceeds  
10 from the sale (the "Net Proceeds") shall be paid to directly by escrow, and deposited  
11 into, a blocked account as ordered by this court, pending a resolution of this case and  
12 pending further order of this court as to final distribution;
- 13 4. Petitioner for himself and Respondent for herself expressly waive the right to seek  
14 judicial permission to withdraw any portion of the Net Proceeds from the blocked  
15 account at any time prior to the earlier of (a) a judgment authorizing withdrawal of  
16 the Net proceeds, or (b) the execution of a settlement agreement between the Parties  
17 in this matter.
- 18 5. This stipulation is without prejudice to the parties' rights and contentions in the  
19 original Petition now pending before this court.

20 Dated: March 12, 2023

**NINA KAYELLYNN MINSTER**

*Refected*  
NINA KAYELLYNN MINSTER, Respondent in  
Pro Per

25 Dated: March 12, 2023

**LAW OFFICES OF ALFRED O. ANYIA**

*Refected*  
Alfred O. Anyia, attorney for Petitioner  
SCOTT MINSTER

STIPULATION FOR EX PARTE APPLICATION FOR ORDER  
APPOINTING INTERIM TRUSTEE - page 3



JPMorgan Chase Bank, N.A.  
P O Box 182051  
Columbus, OH 43218 - 2051

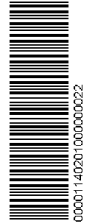
January 08, 2020 through February 06, 2020

Primary Account: **000000429694560**

00000114 DRI 703 211 03820 NNNNNNNNNN P 1 000000000 04 0000  
MARTIN MINSTER  
PO BOX 15356  
NORTH HOLLYWOOD CA 91615-5356

#### CUSTOMER SERVICE INFORMATION

Web site: **Chase.com**  
Service Center: **1-800-935-9935**  
Deaf and Hard of Hearing: **1-800-242-7383**  
Para Espanol: **1-877-312-4273**  
International Calls: **1-713-262-1679**



#### CONSOLIDATED BALANCE SUMMARY

##### ASSETS

Checking & Savings	ACCOUNT	BEGINNING BALANCE THIS PERIOD	ENDING BALANCE THIS PERIOD
Chase Premier Plus Checking	000000429694560	\$22,000.68	\$18,452.07
Chase Plus Savings	000003027375343	3,741.89	3,868.98
<b>Total</b>		<b>\$25,742.57</b>	<b>\$22,321.05</b>
<b>TOTAL ASSETS</b>		<b>\$25,742.57</b>	<b>\$22,321.05</b>

#### CHASE PREMIER PLUS CHECKING

MARTIN MINSTER

Account Number: 000000429694560

#### CHECKING SUMMARY

	AMOUNT
<b>Beginning Balance</b>	<b>\$22,000.68</b>
Deposits and Additions	3,288.83
Checks Paid	-625.00
Electronic Withdrawals	-6,212.44
<b>Ending Balance</b>	<b>\$18,452.07</b>
Annual Percentage Yield Earned This Period	0.01%
Interest Paid This Period	\$0.17
Interest Paid Year-to-Date	\$0.28

Your account ending in 5343 is linked to this account for overdraft protection.

Interest paid in 2019 for account 000000429694560 was \$1.07.

Thank you for your military service and commitment to our country. Your monthly service fee was waived as a benefit of Chase Military Banking.



January 08, 2020 through February 06, 2020

Primary Account: 000000429694560

**CHECKS PAID**

CHECK NUMBER	DATE PAID	AMOUNT
1761 ^	01/13	\$450.00
1762 ^	01/21	75.00
1763 ^	02/03	100.00
<b>Total Checks Paid</b>		<b>\$625.00</b>

If you see a check description in the Transaction Detail section, it means your check has already been converted for electronic payment. Because of this, we're not able to return the check to you or show you an image on Chase.com.

^ An image of this check may be available for you to view on Chase.com.

**TRANSACTION DETAIL**

DATE	DESCRIPTION	AMOUNT	BALANCE
<b>Beginning Balance</b>			<b>\$22,000.68</b>
01/13	01/13 Check # 1761	-450.00	21,550.68
01/13	So Cal Gas Simplepay PPD ID: 1991052494	-41.44	21,509.24
01/15	Paypal Transfer PPD ID: Paypalsd11	<b>36.16</b>	21,545.40
01/16	01/15 Payment To Chase Card Ending IN 7565	-1,570.94	19,974.46
01/16	01/15 Payment To Chase Card Ending IN 8586	-487.70	19,486.76
01/16	01/15 Payment To Chase Card Ending IN 8478	-175.49	19,311.27
01/16	Discover E-Payment 6038 Web ID: 2510020270	-41.51	19,269.76
01/21	Check # 1762	-75.00	19,194.76
01/22	SSA Treas 310 Xxsoc Sec PPD ID: 9101036216	<b>2,168.00</b>	21,362.76
01/27	Paypal Inst Xfer Prettything Web ID: Paypalsi77	-208.39	21,154.37
01/29	LA CO Ttc Paymnt Tax 1375146 Web ID: 0000079161	-653.40	20,500.97
01/31	Mpiphp Mpippcheck PPD ID: 1000122978	<b>485.06</b>	20,986.03
01/31	Vacp Treas 310 Xxva Benef PPD ID: 9111036002	<b>142.29</b>	21,128.32
02/03	02/03 Transfer To Sav Xxxxx5343	-127.00	21,001.32
02/03	Check # 1763	-100.00	20,901.32
02/04	Pruco Life of AZ Payment PPD ID: 9778835001	<b>457.15</b>	21,358.47
02/04	02/04 Payment To Chase Card Ending IN 7565	-730.93	20,627.54
02/04	02/04 Payment To Chase Card Ending IN 8586	-320.35	20,307.19
02/04	02/04 Payment To Chase Card Ending IN 8478	-355.29	19,951.90
02/04	02/04 Online Realtime Transfer To Nina 2755 Transaction#: 9152806063 Reference#: 9152806063Rx	-1,500.00	18,451.90
02/06	Interest Payment	<b>0.17</b>	18,452.07
<b>Ending Balance</b>			<b>\$18,452.07</b>





January 08, 2020 through February 06, 2020

Primary Account: 000000429694560

## CHASE PLUS SAVINGS

MARTIN MINSTER

Account Number: 000003027375343

### SAVINGS SUMMARY

	AMOUNT
Beginning Balance	\$3,741.89
Deposits and Additions	127.09
Ending Balance	\$3,868.98
Annual Percentage Yield Earned This Period	0.03%
Interest Paid This Period	\$0.09
Interest Paid Year-to-Date	\$0.19

Interest paid in 2019 for account 000003027375343 was \$0.84.

The monthly service fee for this account was waived as an added feature of Chase Premier Plus Checking account.

### TRANSACTION DETAIL

DATE	DESCRIPTION	AMOUNT	BALANCE
	Beginning Balance		\$3,741.89
02/03	Transfer From Chk Xxxx4560	127.00	3,868.89
02/06	Interest Payment	0.09	3,868.98
	Ending Balance		\$3,868.98

You earned a higher interest rate on your Chase Plus Savings account during this statement period because you had a qualifying Chase Premier Plus Checking account.

**IN CASE OF ERRORS OR QUESTIONS ABOUT YOUR ELECTRONIC FUNDS TRANSFERS:** Call us at 1-866-564-2262 or write us at the address on the front of this statement (non-personal accounts contact Customer Service) immediately if you think your statement or receipt is incorrect or if you need more information about a transfer listed on the statement or receipt.

For personal accounts only: We must hear from you no later than 60 days after we sent you the FIRST statement on which the problem or error appeared. Be prepared to give us the following information:

- Your name and account number
- The dollar amount of the suspected error
- A description of the error or transfer you are unsure of, why you believe it is an error, or why you need more information.

We will investigate your complaint and will correct any error promptly. If we take more than 10 business days (or 20 business days for new accounts) to do this, we will credit your account for the amount you think is in error so that you will have use of the money during the time it takes us to complete our investigation.

**IN CASE OF ERRORS OR QUESTIONS ABOUT NON-ELECTRONIC TRANSACTIONS:** Contact the bank immediately if your statement is incorrect or if you need more information about any non-electronic transactions (checks or deposits) on this statement. If any such error appears, you must notify the bank in writing no later than 30 days after the statement was made available to you. For more complete details, see the Account Rules and Regulations or other applicable account agreement that governs your account. Deposit products and services are offered by JPMorgan Chase Bank, N.A. Member FDIC



JPMorgan Chase Bank, N.A. Member FDIC



January 08, 2020 through February 06, 2020  
Primary Account: 000000429694560

## IMAGES

ACCOUNT # 000000429694560

See both front and back images of cleared checks at Chase.com. If you're not enrolled in this free service, please enroll now.

MARTIN MINSTER  
7831 LAUREL GROVE AVE  
NORTH HOLLYWOOD, CA 91605  
DATE 1-13-20  
PAY TO THE ORDER OF Joseph Bonsignore \$ 450.00  
FOR DEPOSIT ONLY  
CHASE  
007270993260 JAN 13 #0000001761 \$450.00

MARTIN MINSTER  
7831 LAUREL GROVE AVE  
NORTH HOLLYWOOD, CA 91605  
DATE 1-20  
PAY TO THE ORDER OF M. J. D. C. V. A. S. \$ 75.00  
FOR DEPOSIT ONLY  
CHASE  
001470774334 JAN 21 #0000001762 \$75.00

MARTIN MINSTER  
7831 LAUREL GROVE AVE  
NORTH HOLLYWOOD, CA 91605  
DATE 2-1-20  
PAY TO THE ORDER OF C. M. H. D. L. L. S. \$ 100.00  
FOR DEPOSIT ONLY  
CHASE  
105690265675 FEB 03 #0000001763 \$100.00

EXHIBIT 136

Conversation with: Nina Minster (+18182124346)

Type	Date	Content
Received	May 9, 2022 10:11:42 AM	18182124346 Deposited a new message: "okay, part two because as I said, I know you're not answering the phone. Okay. So if you don't wanna sell the house together and then us talk about um settling this whole entire thing because I'm sure that Sean is gonna make sure that you don't settle. Um So I totally know you guys are just playing games. I mean I know your end game here and I can't figure out why uh you know I'm the one who cleaned everything up, I'm the one who got the house ready for sale, I'm the one who dealt with everything by myself with one friend of marty's uh during coveted and I did all of that because I didn't want to go through what you went through with your wife when her father was dying and she threw away all her parents stuff. And I didn't want your wife trying to come to my house, our fathers house and tell you what to do with everything in the house or try to take over. Um So I didn't say anything. And of course if you were, you know keeping tabs on your father, you would have known if you just, you know, pick up the phone once in a while. But anyway you didn't care about your father because you hated him and I have proof of that anyway scott. So there are two options, sell the house together, let's talk about this and get it over with, there's more important things in the world like you know, we could go to war and everybody could die anyway. Yeah right. I don't know or inflation will keep going and going and the housing market will crash eventually or taper off Or we can co trustee sell the house and put all the money in the court and keep fighting this probate until the judge probably just decides it's 5050. Um even your lawyer said the judge could say it's 5050, he also said it could all go to me or it could all go to you. It just depends on the evidence. So um there you are of it. So tell anya which one you'd like to do because I will co trustee with you. You don't trust me, I don't trust you. And if we co trustee, it takes two signatures to sell the house, but you legally are not allowed to buy the house for less than the million dollars that I was selling the house four. And I was told that by a couple other attorneys, when I ran that by them for the free consultations. So with that being said, figure out which one you would like to do because doing these X part, I don't know if the judge is gonna grant you what you want because I don't have an attorney now. And um until you prove I have no right to be trustee, I don't think a judge is just gonna say sure. I mean you might get the judge to do it. I don't know, I mean I'm not an attorney obviously, but uh" Click here: 14699825011 to listen to full voice message.
Received	May 9, 2022 10:07:46 AM	18182124346 Deposited a new message: "Hi scott, this is your sister. I know that you had no intention of picking up the phone. But your attorney told me on friday that I could call you and try and talk to you. And I said to him, well my other two attorneys told me I wasn't allowed to talk to you, but he said that's not true. I can call you. So it's been three years since I've spoke to you. And a lot has happened. First of all, I just want to say to you that I'm trying to prevent the house from foreclosing with the bank and going to auction. But obviously your list, pennants prevented me from selling the house and putting the money in a trust account. I opened up an E. I. N. Number. I opened up a while. I was in the process of opening up a bank account under the trust name so that you and I could have sat down and I could have showed you what bills that I had to pay for Dad when he died and his taxes and you know, it would have all been on paper, we could have sat down and talked. But no, you had to go run Deshaun. I don't know why, I don't know why you run to Shawn Shawn is a Minister Society. Yeah. Play this message for him anyways. Um I had every intention of splitting everything with you from the very beginning and I know that you don't trust me and I know you don't believe me, but we have that talk scott and I was upholding my end of the bargain. You weren't Anyway, I don't even know why I'm crying because I miss my father. Anyway. I'm trying to now put together you and I as co trustees, just like the trust said before mom's cancer. And her brain being all wacky because of sense and all and every other drug she was on for cancer. And her getting rid of me. And then marty got rid of you, which would make us 50 50. So I'm trying to be. Co trustees sell the house for the most amount of money that we can get. Which I don't think we're gonna get more than a million. But your attorney thinks we're gonna get like 1.4. There's no way in hell. Um Unless there's some shady deal going on somewhere. Uh But if we co trustee and sell the house, we could do one of two things we can try and settle this, we can mediate without um lawyers, you and I could just freaking talk. Uh And come to some agreement, we can talk like humans or if you want" Click here: 14699825010 to listen to full voice message.
Received	Jul 3, 2019 9:07:23 AM	Now forward this message to Shawn like I know you will ,like I know you forwarded all the others.ha
Received	Jul 3, 2019 9:07:08 AM	Fyi, maybe you should have looked at my eBay page yourself instead of just listening to Shawn 1. I do not have \$40,000 of Beanie Babies up on eBay 1 Beanie Baby that belongs to Marcie, is a crab and it is up for \$30,000 if someone were to buy Beanie Baby for \$30,000 we would go on vacation .all the other Beanie Babies, that belonged to Marty , range in price from \$10 to 179. and he knows there on eBay .Those total about \$1,200 there are a few that belong to me that are up there with ridiculous prices no one will ever buy them just like other people putting Beanie Babies up for \$100,000 The lawyer laughed at your message has did I. Marty has listen to all your messages and does not want to answer the phone but you keep calling. By the way thank you for deleting and blocking me from Facebook you're only hurting my niece and

		nephew by what you're doing. You should have had a half a brain and left Shawn out of our family bussiness. and talk to me instead.
Sent	Jun 27, 2019 7:55:05 PM	We wont that's for sure
Received	Jun 27, 2019 7:50:49 PM	He did not fuck up the house the state will not own it
Sent	Jun 27, 2019 7:50:10 PM	No cuz Marty fucked up his trust with the house just trying to fix it before the state ownes it
Sent	Jun 27, 2019 7:49:00 PM	It is
Received	Jun 27, 2019 7:48:05 PM	What happened to when, "Marty dies it's just you and me"...lies.. what happened to you saying that we should work together and split everything. what happened to you having a change of heart. It's all a bunch of Lies. The only people that suffer are my niece and nephew
Sent	Jun 27, 2019 7:46:41 PM	Far from best friends
Received	Jun 27, 2019 7:46:13 PM	And you're his best friend
Received	Jun 27, 2019 7:46:05 PM	Of course he is it's what he does he sues everybody even his own family
Sent	Jun 27, 2019 7:45:51 PM	Shawn's start shit...lol
Received	Jun 27, 2019 7:45:48 PM	That was supposed to say Marty wants nothing
Received	Jun 27, 2019 7:45:30 PM	And now I'm already wants nothing to do with you or Shawn.
Sent	Jun 27, 2019 7:45:25 PM	Thing
Sent	Jun 27, 2019 7:45:18 PM	I'm not saying any

Received	Jun 27, 2019 7:45:16 PM	Yes it has everything to do with you because Shawn is acting on your behalf
Received	Jun 27, 2019 7:44:56 PM	Marty is benefiting from his wife's death, he is living in their house. He is living on their money. He's the one that's benefiting from Barbara's death, it's his house and his money and he could do whatever he wants with it. You and Shawn have no say-so what Marty does with his property or his money or his personal belongings. Those are the exact words of the lawyer
Sent	Jun 27, 2019 7:44:54 PM	This has nothing to do with me
Sent	Jun 27, 2019 7:44:13 PM	I was in Utah all weekend hes on his owe
Sent	Jun 27, 2019 7:43:38 PM	Not me
Sent	Jun 27, 2019 7:43:10 PM	Your the only one Benefiting from mom's death,
Received	Jun 27, 2019 7:43:01 PM	No Marty is going to be getting fucked out of money trying to defend his own trust . The man is not dead yet Shawn is exactly like his mother Sandy, suing grandma before she was even dead for a trust...
Sent	Jun 27, 2019 7:42:34 PM	Sell what house it's already gone
Sent	Jun 27, 2019 7:42:01 PM	Dont worry the o ly one getting fucked is me
Received	Jun 27, 2019 7:41:47 PM	He's been writing letters and contacting martys lawyer and he said he's filing a petition to put Marty in a nursing home sell the house and put me in the street. And that he is acting on your behalf
Sent	Jun 27, 2019 7:41:19 PM	Hes crazy
Sent	Jun 27, 2019 7:41:07 PM	Lol
Received	Jun 27, 2019 7:39:53 PM	Well then you better call off your dog because he's filing a lawsuit against your father
Sent	Jun 27, 2019 7:39:46 PM	Hes acki g by hi.selff

Sent	Jun 27, 2019 7:39:33 PM	Lol...hes not
Received	Jun 27, 2019 7:39:16 PM	Don't act like Shawn is not acting on your behalf Scott
Sent	Jun 27, 2019 7:38:52 PM	What I did
Received	Jun 27, 2019 7:38:33 PM	If you don't understand what you and Shawn are doing to your father you better buy a vowel
Sent	Jun 27, 2019 7:38:05 PM	What ?
Received	Jun 27, 2019 7:36:57 PM	You have officially been Uninvited to 7831 laurelgrove at anytime now or in the future. Have a great life
Received	Jun 18, 2019 2:10:25 PM	Lol
Sent	Jun 18, 2019 2:09:41 PM	Lol...that's messed up
Received Sent by: Nina Minster	Jun 18, 2019 2:02:55 PM	
Received	Jun 18, 2019 2:02:53 PM	Steve's Life movie is on I'm an excellent driver
Received Sent by: Nina Minster	Jun 17, 2019 6:43:15 PM	
Received Sent by: Nina Minster	Jun 17, 2019 6:43:12 PM	
Received	Jun 16, 2019 1:03:43 PM	Oh nice well at least you went out on Father's Day 😊
Sent	Jun 16, 2019 1:03:06 PM	Thx, I'll call u back I'm eating at a restaurant

Received	Jun 16, 2019 12:59:13 PM	Happy Father's Day
Sent	Jun 15, 2019 8:29:00 PM	Ok
Received	Jun 15, 2019 8:11:29 PM	I can set up one of the other tables out there we can always play a game of Monopoly so the kids won't be bored. And if Shawn and Deborah haven't moved yet they can come.
Received	Jun 15, 2019 8:10:30 PM	So if you're going to bring the kids by at the end of the month either the 29th which is Saturday or the 30th don't forget to bring the steaks, chicken ..and I'll supply all the side dishes and we'll BBQ will put Marty in wheelchair and bring him outside when the food's ready.. He can't sit up for too long without getting dizzy. This might be one of his last Father's Day months and I'm turning 50 on the 1st. Might as well use the barbecue..haha
Sent	Jun 15, 2019 8:07:57 PM	Cool
Received Sent by: Nina Minster	Jun 15, 2019 6:16:27 PM	
Received	Jun 15, 2019 6:16:26 PM	Okay I'm ready for the barbecue at the end of the month almost I just got to put a couple pillows out here on the swing and maybe the chair throw away some of the garbage still behind me...
Received Sent by: Nina Minster	Jun 15, 2019 6:16:23 PM	
Received	Jun 12, 2019 3:47:54 PM	Me: hey Marty why don't you turn on that TV you were bitching about that you didn't get to watch because you've been in your room for a week.... Marty: I don't want to watch it right now there's nothing on. Me:lmfao.. 🏃 away.
Received	Jun 10, 2019 2:32:38 PM	Ok
Sent	Jun 10, 2019 2:32:29 PM	I'll find out what's going on
Received	Jun 10, 2019 2:31:58 PM	And if Marcy's around. I can always have her come and check on him
Received	Jun 10, 2019 2:31:37 PM	I can leave Marty alone up to 4hours sometimes...
Sent	Jun 10, 2019 2:31:32 PM	Oh I dunno yet.



Received	Jun 10, 2019 2:30:56 PM	Well if I come see you on Saturday I'll bring it you just have to let me know what's going on
Sent	Jun 10, 2019 2:30:11 PM	Ok np I'll get it
Received	Jun 10, 2019 2:29:38 PM	Dude you were here and I forgot to give you some mail mostly junk but one of its some class action lawsuit against Chase with one of your stocks that had custody from Grandpa
Received	May 27, 2019 3:04:10 PM	She is adopting it but doesn't want a pitbull
Received	May 27, 2019 3:04:08 PM	Marcy thinks this dog is a bullmastiff with Shar-Pei mix I think it's a blue nose pit
Received Sent by: Nina Minster	May 27, 2019 3:04:04 PM	
Received	May 19, 2019 2:40:30 PM	Right
Sent	May 19, 2019 2:35:26 PM	Cute
Received Sent by: Nina Minster	May 19, 2019 1:52:24 PM	
Received	May 19, 2019 1:52:18 PM	Are you sure you don't want a corgi this little girls available in Riverside
Sent	May 17, 2019 6:15:21 PM	Lol
Received Sent by: Nina Minster	May 17, 2019 6:09:02 PM	
Received Sent by: Nina Minster	May 17, 2019 6:07:09 PM	
Sent	May 17, 2019 4:30:52 PM	

Sent	May 17, 2019 4:30:31 PM	
Sent	May 17, 2019 4:29:59 PM	
Received	May 17, 2019 4:02:15 PM	then there's a picture of a dog sitting at the vet
Received Sent by: Nina Minster	May 17, 2019 4:02:10 PM	
Received	May 17, 2019 3:54:06 PM	Still
Received	May 17, 2019 3:54:00 PM	Sell here
Received	May 17, 2019 3:53:54 PM	The vet takes forevet....
Received	May 17, 2019 3:25:50 PM	That was supposed to say Marty asked her why she called you and why she's getting involved where she shouldn't be and then she started accusing all this crap and I said we'll hide in my brother know that you came to visit she said she has no idea that she just called you before she came to visit which was May 5th look at your phone and see when she called you what the date was.
Received	May 17, 2019 2:59:32 PM	Expect another phone call from Franny cuz she's getting involved where she shouldn't be involved I'm already asked her why she was telling you anything and she tried to say she never told you that she came to visit
Received	May 14, 2019 5:22:17 PM	Well you have now
Sent	May 14, 2019 5:21:31 PM	I dont think so, but then again I dunno
Received	May 14, 2019 5:20:55 PM	You never seen this picture mom at 14 I never saw the baby ones
Sent	May 14, 2019 5:19:29 PM	Wow
Received	May 14, 2019 5:17:48 PM	Now show your kids

Received	May 14, 2019 5:17:44 PM	And Mom at 14
Received Sent by: Nina Minster	May 14, 2019 5:17:43 PM	
Received	May 14, 2019 5:16:19 PM	I'm going to see if I could just take the picture better and then just have a new one printed without cat piss on it it'll have the stain marks but at least it won't smell like cat piss
Received	May 14, 2019 5:15:51 PM	5 yrs old
Received Sent by: Nina Minster	May 14, 2019 5:15:49 PM	
Sent	May 14, 2019 5:15:36 PM	Crazy
Received	May 14, 2019 5:15:16 PM	4 Yrs old
Received Sent by: Nina Minster	May 14, 2019 5:15:15 PM	
Received Sent by: Nina Minster	May 14, 2019 5:14:55 PM	
Received	May 14, 2019 5:14:48 PM	This one's when she was 3 and I don't know how in the hell that Marty had these in the patio room and there's cat piss all over it
Sent	May 14, 2019 5:13:49 PM	That's cool
Received	May 14, 2019 5:13:03 PM	Here's a picture of mom at 11 months and 3 weeks
Received Sent by: Nina Minster	May 14, 2019 5:12:57 PM	
Received	Apr 27, 2019 9:02:04 AM	I don't want to call right now if it's too much

Received	Apr 27, 2019 9:02:01 AM	Hey I read the news on Facebook sorry 🙄 how are all of you doing over there?
Sent	Mar 15, 2019 6:59:22 PM	Lol
Received	Mar 15, 2019 6:58:11 PM	My friend just sent me the video that's pretty brutal 46 dead good start but they're still 1.5 billion of them f*****
Received	Mar 14, 2019 3:04:39 PM	You want the shiter still damn dude
Received	Mar 14, 2019 2:34:08 PM	Lol.. I'm headed there too
Sent	Mar 14, 2019 2:33:48 PM	1 sec in the shiter
Received	Mar 14, 2019 2:33:29 PM	Call me it went to voicemail
Received	Mar 11, 2019 10:46:09 AM	No problem
Sent	Mar 11, 2019 10:46:01 AM	Ok ty
Received	Mar 11, 2019 10:45:43 AM	This is where it will be
Received Sent by: Nina Minster	Mar 11, 2019 10:45:41 AM	
Sent	Mar 11, 2019 10:44:01 AM	Right..lol
Received	Mar 11, 2019 10:43:42 AM	All right I'll put it on the porch you're lucky he brought it back
Sent	Mar 11, 2019 10:43:24 AM	Leave it on the porch I will get it Wednesday i hope

Sent	Mar 11, 2019 10:43:01 AM	Lol..
Received	Mar 11, 2019 10:42:37 AM	And we got today's mail then 15 minutes later the mailman comes back and just put your mail back in the box
Received	Mar 11, 2019 10:41:46 AM	Well I went out to the mailbox and it was gone
Received	Mar 11, 2019 10:41:35 AM	Yo did you come get your mail.?
Sent	Mar 11, 2019 10:41:28 AM	I forgot to pick it up
Received	Mar 9, 2019 9:40:29 AM	Yeah they make good pets when you get them this young but there are a lot of work in the beginning
Sent	Mar 9, 2019 9:32:31 AM	He is cute though
Received	Mar 9, 2019 9:31:04 AM	Just tell Molly she should come get it. .lol
Sent	Mar 9, 2019 9:06:41 AM	Should of left it where I found it..lol
Sent	Mar 9, 2019 9:02:08 AM	K
Received	Mar 8, 2019 9:40:31 PM	Molly said ....Tell him not to let it get dehydrated that will be the hardest part about every 2 to 3 hrs tiny bit of water or goats milk
Received	Mar 8, 2019 9:37:26 PM	928-208 -6936 hey call Molly early tomorrow if you want to get rid of the Squirrel she'll Drive from Lake Havasu and get it... Or call her so she could tell you how to properly care for it if you decide to keep it.
Received	Mar 8, 2019 9:25:51 PM	puppy milk is cheap The supplement in it is not right for them ..... and goat milk is better not as harsh.
Received	Mar 8, 2019 9:24:49 PM	It needs a pouch so that you can keep him with you and keep it warm and needs to keep the body temperature up that's why it wanted to cuddle up in your jacket it's way too young

Received	Mar 8, 2019 9:23:28 PM	Does it have fur under its tail ? Try goat milks if you do milk .puppy milk will kill it. never give it cow's milk . they get bottom teeth at 3 week and top at 4 ahalf.
Received	Mar 8, 2019 9:18:26 PM	He's under 2 weeks old said my friend.
Sent	Mar 8, 2019 7:42:08 PM	
Received	Mar 3, 2019 10:01:12 PM	My tranmittion blow out on the 170 n oxnard.. luckily I was doing 75 and was able to Coast off the freeway now I got to wait for AAA
Sent	Mar 3, 2019 7:04:30 PM	Go tell her I just called her
Received	Mar 3, 2019 7:03:40 PM	And we were done about 29 mins ago trying to get her to leave... there's an autistic kid in the house screaming his f***** head off and we're freezing our ass off outside cuz she locked us out of the car and Aubree sleeping in the car
Received	Mar 3, 2019 7:02:57 PM	Can you tell your wife that we want to go we're starving she's in there just talking to the lady and I don't know what else she's doing and Steve charges by the hour and we're already at 90 bucks
Received	Mar 3, 2019 3:59:44 PM	Were on the way
Received Sent by: Nina Minster	Mar 2, 2019 5:21:32 PM	
Received Sent by: Nina Minster	Mar 2, 2019 5:20:11 PM	
Received Sent by: Nina Minster	Mar 2, 2019 5:19:30 PM	
Received	Feb 13, 2019 5:47:14 PM	Ok you called
Sent	Feb 13, 2019 5:46:40 PM	Nothing
Received	Feb 13, 2019 5:44:18 PM	What's up?

Received	Feb 6, 2019 6:45:27 PM	Funny
Sent	Feb 6, 2019 6:45:06 PM	Yea I've seen that..lol
Received	Feb 6, 2019 6:44:38 PM	Lmao
Received Sent by: Nina Minster	Feb 6, 2019 6:44:33 PM	
Received	Feb 6, 2019 5:16:07 PM	My friend had a problem with the State of the Union so we fixed it
Received Sent by: Nina Minster	Feb 6, 2019 5:16:02 PM	
Received Sent by: Nina Minster	Feb 4, 2019 1:27:46 PM	
Received	Feb 1, 2019 1:38:56 PM	I'll call you right back.
Received	Jan 25, 2019 8:29:53 PM	Oh my God I read this and instantly thought this is so Scott
Received Sent by: Nina Minster	Jan 25, 2019 8:29:46 PM	
Received Sent by: Nina Minster	Jan 25, 2019 6:16:53 PM	
Sent	Jan 25, 2019 5:44:19 PM	Shit crazy over here, call me if have a sec
Sent	Jan 25, 2019 5:43:39 PM	Yea I hear u
Received	Jan 25, 2019 5:42:58 PM	Yeah so it's something to look into as I'm getting older now making sure I'm eating correctly and watching my blood sugar and things like that you should too I know your doctor says you're very healthy

Sent	Jan 25, 2019 5:42:27 PM	Sux
Received	Jan 25, 2019 5:42:12 PM	But if anything I'm going to say chalk it up to a bad diet and kidney failure of some kind
Sent	Jan 25, 2019 5:41:50 PM	Ahh ok
Received	Jan 25, 2019 5:41:30 PM	Well it was sudden he was walking collapsed and died I know he was diabetic and somebody said he was on dialysis recently I haven't talked to him in 4 years because he got pissed and blocked me from Facebook
Sent	Jan 25, 2019 5:41:01 PM	Damn so young from what
Received	Jan 25, 2019 5:40:43 PM	His father is our father's first cousin Sheldon Minster who's our grandpa Joe's brother
Received	Jan 25, 2019 5:40:20 PM	Oh by the way a cousin you don't really remember name Kenny Minster who used to work in the studios passed away yesterday. He's 53 or 54 I can't remember
Received	Jan 25, 2019 5:39:28 PM	Yeah I no worries I just figured I'd show you it came today
Sent	Jan 25, 2019 5:35:14 PM	Ok I'll have to get them in Monday thx
Received Sent by: Nina Minster	Jan 25, 2019 5:31:36 PM	
Received	Jan 25, 2019 5:31:02 PM	Hey your tax paper came ..lol
Received	Jan 19, 2019 4:12:02 PM	18182124346 Depositing new message Yo I heard there's a party I'll fight on tonight. Are you gonna be recording it or watching it or anything. Let me know not that I'm gonna go your house to watch it but watch it later or something if you record it. Alright bye.. Click here: 13608424012 to listen to full voice message.
Sent	Jan 12, 2019 1:55:09 PM	Yea
Received	Jan 12, 2019 1:23:21 PM	Awwww but she tried...did she like it



Sent	Jan 12, 2019 1:22:16 PM	She didn't make the main
Received	Jan 12, 2019 1:07:33 PM	So how is Aubree doing in her races? What did she do yesterday and how she doing today? And so far Nathan's doing good
Received	Jan 1, 2019 4:45:03 PM	Nice..
Sent	Jan 1, 2019 4:41:39 PM	
Sent	Jan 1, 2019 4:41:39 PM	Pop at Michaels
Received	Dec 31, 2018 1:06:19 PM	Right ,I had to have it cuz it's Knight Rider
Sent	Dec 31, 2018 12:51:31 PM	Cool
Received Sent by: Nina Minster	Dec 31, 2018 12:50:33 PM	
Received	Dec 31, 2018 12:50:29 PM	So cool
Received Sent by: Nina Minster	Dec 31, 2018 12:50:24 PM	
Received Sent by: Nina Minster	Dec 31, 2018 12:50:13 PM	
Received	Dec 30, 2018 10:34:36 PM	Ok good
Sent	Dec 30, 2018 10:30:54 PM	Yea
Received	Dec 30, 2018 10:20:25 PM	Did you get home yet

Received	Dec 30, 2018 11:45:21 AM	Ok we're still on the old road and fucking stuck should have stayed on the freeway
Sent	Dec 30, 2018 11:44:43 AM	I'm in line
Sent	Dec 30, 2018 11:40:53 AM	I'm here
Received	Dec 30, 2018 11:40:18 AM	Yeah grab some food...
Received	Dec 30, 2018 11:40:10 AM	Those lines inside are going to be crazy as well
Received	Dec 30, 2018 11:38:48 AM	It's cra cra. I'm at Valencia I got one more block to go to get to that Wendy's I might be there by 12..lol
Received	Dec 30, 2018 11:17:56 AM	you're a few exits ahead of me
Sent	Dec 30, 2018 11:17:37 AM	I'm at Valencia exit
Sent	Dec 30, 2018 11:17:20 AM	Yup
Received	Dec 30, 2018 11:10:41 AM	I think these are all the morons going to Vegas
Received	Dec 30, 2018 11:10:35 AM	Have you hit all the traffic yet
Sent	Dec 30, 2018 10:11:29 AM	🤔👍
Received	Dec 30, 2018 10:10:49 AM	Dude is going to be cold at Magic Mountain between 49 degrees right now the highest will be about 68 to 70 and then it'll drop back down to 49 this calls for a scarf a beanie and jacket
Received	Dec 30, 2018 10:03:50 AM	😁

Sent	Dec 30, 2018 10:03:30 AM	Nah I dont bring that crap
Received	Dec 30, 2018 9:42:21 AM	Hey in case Jocelyn tried to pack you guys some food, you can't bring anything into Magic Mountain.. The only thing I've been able to sneak in his some nutrition bars, that I take out of the wrapper put them in a plastic bag and put it in my bra ...lol Steve one-time put it in his pocket they didn't check..
Received	Dec 29, 2018 10:56:01 PM	Sweet...so we'll meet you at Wendy's at 1130ish?
Sent	Dec 29, 2018 10:55:13 PM	Should be good to go
Received	Dec 29, 2018 10:04:46 PM	??
Received	Dec 29, 2018 8:56:47 PM	K
Sent	Dec 29, 2018 8:56:20 PM	Limmie see
Received	Dec 29, 2018 8:49:30 PM	Any word?
Received	Dec 22, 2018 3:36:26 PM	I love question 5
Received	Dec 22, 2018 3:35:54 PM	Yeah I didn't think you really wanted this piece of mail
Sent	Dec 22, 2018 3:31:11 PM	Lol
Received	Dec 22, 2018 3:02:29 PM	I had to open it so I can get a good laugh they think you're a senior citizen
Received Sent by: Nina Minster	Dec 22, 2018 3:02:23 PM	
Sent	Dec 20, 2018 7:15:46 PM	

Received Sent by: Nina Minster	Dec 20, 2018 6:42:49 PM	
Received Sent by: Nina Minster	Dec 6, 2018 2:33:04 PM	
Received Sent by: Nina Minster	Dec 6, 2018 2:32:54 PM	
Received Sent by: Nina Minster	Dec 6, 2018 2:32:52 PM	
Sent	Dec 5, 2018 4:54:29 PM	👍
Received	Dec 5, 2018 4:53:11 PM	I want them...lol
Received	Dec 5, 2018 4:32:06 PM	Yep..n they have 3 more garbage pail kids they have Gastly Ashley ,Clark can't and beastly Boyd
Received Sent by: Nina Minster	Dec 5, 2018 4:32:05 PM	
Sent	Dec 5, 2018 4:30:22 PM	That's funny there making them things out of everything
Received	Dec 5, 2018 4:26:07 PM	<a href="https://rover.ebay.com/rover/0/0/0?mpre=https%3A%2F%2Fwww.ebay.com%2Fulk%2Fitm%2F233030755790">https://rover.ebay.com/rover/0/0/0?mpre=https%3A%2F%2Fwww.ebay.com%2Fulk%2Fitm%2F233030755790</a> Ck this out
Received Sent by: Nina Minster	Nov 30, 2018 12:39:56 PM	
Received Sent by: Nina Minster	Nov 29, 2018 3:45:38 PM	
Received	Nov 29, 2018 3:33:05 PM	I'll call you after I get out of the bank which was my original intention
Received Sent by: Nina Minster	Nov 29, 2018 3:32:16 PM	

Received Sent by: Nina Minster	Nov 29, 2018 3:32:00 PM	
Received Sent by: Nina Minster	Nov 29, 2018 3:32:00 PM	
Received	Nov 25, 2018 8:50:14 PM	So proud of him
Received	Nov 25, 2018 8:40:00 PM	Fuk...That's still great.
Sent	Nov 25, 2018 8:36:31 PM	68 today
Received	Nov 25, 2018 8:36:05 PM	Sweet.. I told you... How many kids did he race against this year
Sent	Nov 25, 2018 8:29:59 PM	Number 5
Received	Nov 25, 2018 7:53:01 PM	Well hopefully all these big freaking gigantic kids decide they want to quit BMX...lol
Sent	Nov 25, 2018 7:43:14 PM	Not higher then 5th this year
Received	Nov 25, 2018 7:30:31 PM	It's all his points for the whole year so maybe he'll will be 4th or 5th
Received	Nov 25, 2018 7:30:00 PM	Oh good lord I hope it's not that low
Sent	Nov 25, 2018 7:21:26 PM	Maybe 7 or 8 I hope
Received	Nov 25, 2018 6:13:53 PM	What do you think he's going to place
Sent	Nov 25, 2018 6:11:09 PM	Dunno yet they haven't totalled up the point's

Received	Nov 25, 2018 5:57:24 PM	Well what number did he come in
Sent	Nov 25, 2018 5:36:24 PM	Didnt make it that's what happen...lol
Received	Nov 25, 2018 5:23:22 PM	Shit what happen..
Received	Nov 25, 2018 2:05:26 PM	Tell Nathan that me and Steve are watching and way to go dude take it home, take me home..
Received	Nov 25, 2018 2:04:58 PM	Okay cool I'll be looking for it
Sent	Nov 25, 2018 2:04:43 PM	Semi 181
Received	Nov 25, 2018 2:04:39 PM	Oh okay and did you hear the announcer call him minister
Sent	Nov 25, 2018 2:04:26 PM	Hour maybe
Received	Nov 25, 2018 2:03:58 PM	So how long before the semi-finals
Received	Nov 25, 2018 1:23:54 PM	Sweet
Sent	Nov 25, 2018 1:23:28 PM	Yup
Received	Nov 25, 2018 1:21:58 PM	Up next the semi-finals
Received	Nov 25, 2018 12:15:25 PM	He'll be fine
Sent	Nov 25, 2018 12:14:35 PM	If we make it...lol

Received	Nov 25, 2018 12:14:20 PM	On the next ones as well
Received	Nov 25, 2018 12:14:04 PM	Ok...get give me heads up..
Sent	Nov 25, 2018 12:11:17 PM	If your watching nate next race coming up is quarter 238
Sent	Nov 24, 2018 1:15:55 PM	No just a transfer to tomorrow
Received	Nov 24, 2018 1:12:48 PM	Oh wow so then he gets a first place for today
Sent	Nov 24, 2018 1:06:52 PM	Tomorrow will be the rest
Sent	Nov 24, 2018 1:06:33 PM	Yea were done for the day just one race today
Received	Nov 24, 2018 12:55:59 PM	If that's the first race of the day it's looking good took first there
Received	Nov 16, 2018 6:27:48 PM	We are at the sweet treats and the Santa photo op
Received Sent by: Nina Minster	Nov 14, 2018 12:22:30 PM	
Received	Nov 12, 2018 2:53:58 PM	For tomorrow and Wednesday
Received	Nov 12, 2018 2:53:52 PM	I wonder how much they're trying to get for it I hope there's an open house I'd like to see what they did to the inside going to play them lottery tickets tonight
Sent	Nov 12, 2018 2:51:59 PM	Hmm
Received Sent by: Nina Minster	Nov 12, 2018 2:46:21 PM	

Received	Nov 12, 2018 2:46:13 PM	Grandma's house is up for sale there's even a sign that says I am gorgeous inside and look they added a bathroom
Received Sent by: Nina Minster	Nov 12, 2018 2:46:09 PM	
Received Sent by: Nina Minster	Nov 4, 2018 1:48:29 PM	
Received	Nov 3, 2018 10:25:47 PM	He didn't look homeless..lol
Received	Nov 3, 2018 10:25:20 PM	Tell
Received	Nov 3, 2018 10:25:16 PM	He still owes me 2500.00 lol...trek him play black party me...lmao...
Received	Nov 3, 2018 10:24:27 PM	How is he?
Received	Nov 3, 2018 10:24:06 PM	Holy fuck!!!!!!!
Sent	Nov 3, 2018 10:07:14 PM	David is with him I. Vegas
Sent	Nov 3, 2018 10:06:43 PM	Neil..
Received	Nov 3, 2018 10:01:18 PM	Is it jim? Lol
Received	Nov 3, 2018 10:00:57 PM	Neil
Sent	Nov 3, 2018 9:22:10 PM	Who's this look like.
Sent	Nov 3, 2018 9:22:10 PM	



Received	Oct 27, 2018 4:24:45 PM	Dude he is sick. .. He glows in the dark and it's only limited to 2500 pieces.. if the box was real, crazy cuz the box is fake . but the Funko Pop inside is real. After all they do make them in China the reason the box would be real is they put a sticker on it that matches the Funko Pop number on the bottom of the foot of the Funko Pop when it arrives to the United States . I got it for \$16 and free shipping from China...lol so the box is a little damaged, because dumb ass Asians only mailed it with bubble wrap not even inside of a box... but if I want a real box with the real Funko Pop with the real stickers (even though those are real stickers their copies are real stickers ) is like 300- 400 bucks..lol.. I'll enjoy my 50% fake
Received Sent by: Nina Minster	Oct 27, 2018 4:24:35 PM	
Sent	Oct 27, 2018 2:46:35 PM	Oh well
Received	Oct 27, 2018 2:46:32 PM	I text Shawn and told them to reply to the Craigslist ad and ask him how much he wants for it
Received	Oct 27, 2018 2:45:58 PM	Talk about stupid I told him the most expensive thing he had was that Harley and that 50 Ford
Received	Oct 27, 2018 2:45:40 PM	He just shook his head and said no he told me he's fixing it up ...I said no he took pictures of it and reposted it exactly the way he took it out of your yard he didn't even take new pictures it's still in your fucking yard according to the pictures
Sent	Oct 27, 2018 2:44:46 PM	What he say...lol jackass
Received	Oct 27, 2018 2:39:30 PM	Yep I just showed it to him and said that guys taking the highest bidder and then I showed him another one that just sold for 9500
Sent	Oct 27, 2018 2:39:03 PM	I know did u show his stupid ass
Received	Oct 27, 2018 2:36:47 PM	I was talking to Sean about how Marty sold the Ford and I just happened to login into the internet and look I found it on Craigslist <a href="https://losangeles.craigslist.org/sfv/cto/d/1950-ford-f1/6722892420.html">https://losangeles.craigslist.org/sfv/cto/d/1950-ford-f1/6722892420.html</a>
Received	Oct 6, 2018 3:23:28 PM	Bottom left corner on the back glass
Sent	Oct 6, 2018 2:27:07 PM	Ahh I'll look and see if I see it
Received	Oct 6, 2018 2:09:56 PM	That's awesome I think it came out in the 2000s there should be a date on it that I can't read on the backboard
Sent	Oct 6, 2018	It's super clean works good too

	2:08:28 PM	
Received	Oct 6, 2018 1:55:20 PM	That's crazy it's a newer Kiss Pinball Machine
Sent	Oct 6, 2018 1:40:00 PM	
Sent	Oct 6, 2018 1:40:00 PM	In the sky zone where nates party is..lol
Received	Oct 2, 2018 8:00:21 PM	You should
Sent	Oct 2, 2018 7:56:34 PM	Dang..no
Received	Oct 2, 2018 7:55:09 PM	Have you gone back yet to look for some pillows? Or another pop?
Received	Oct 2, 2018 7:54:58 PM	Check out the price on that alligator you got
Received Sent by: Nina Minster	Oct 2, 2018 7:54:51 PM	
Received Sent by: Nina Minster	Sep 28, 2018 1:32:44 PM	
Received	Sep 28, 2018 12:56:14 PM	Ok
Sent	Sep 28, 2018 12:55:55 PM	1 sec
Received	Sep 19, 2018 2:00:33 PM	I'll call you right back.
Sent	Aug 14, 2018 2:55:50 PM	Damn..lol ok

Received	Aug 14, 2018 1:44:59 PM	N. a u b r e e if she likes sprinkles to
Received	Aug 14, 2018 1:44:29 PM	So at the Eastern Star ice cream social yesterday they had plenty of leftover sprinkles the only one I was able to grab was this I am gladly giving it to you and Nathan when you guys get back from Canada
Received Sent by: Nina Minster	Aug 14, 2018 1:44:26 PM	
Received Sent by: Nina Minster	Aug 14, 2018 1:44:26 PM	
Received	Jul 25, 2018 5:15:24 PM	Lol
Sent	Jul 25, 2018 5:08:25 PM	Not my problem
Received	Jul 25, 2018 3:14:46 PM	Now you have a hamster... Sometimes when they get hot and irritated they bite so let the kids know
Received	Jul 22, 2018 3:31:49 PM	And then I guess you could buy it for her and her friend old pay you guys back or something I don't know what that deal is but that's the universal pass and includes the parking for a year
Received Sent by: Nina Minster	Jul 22, 2018 3:31:47 PM	
Received	Jul 22, 2018 3:31:45 PM	Jocelyn couldn't find the gold pass at Costco I told her you got to go online so here's the information go to costco.com type in Universal Studios gold pass it says click on for the price click on put in your Costco card and it'll click up the price
Received Sent by: Nina Minster	Jul 22, 2018 3:31:43 PM	
Received	Jul 21, 2018 2:58:36 PM	Lol...
Received	Jul 21, 2018 12:37:14 PM	I have a stack of pictures for you
Received	Jul 21, 2018 12:37:07 PM	I don't know the picture doesn't say

Received	Jul 20, 2018 2:57:48 PM	<a href="https://www.thecrystal.com/products/rock-deodorant-wide-stick?variant=6238528176160&amp;gclid=CjwKCAjwkMbaBRBAEiwAIH5v_j_x8H0Ucqr7o9Myeg-K0I7HZ_thWY4V94TEAjDkIo5Rpk_iVLK9dRoCuKQQA_vD_BwE">https://www.thecrystal.com/products/rock-deodorant-wide-stick?variant=6238528176160&amp;gclid=CjwKCAjwkMbaBRBAEiwAIH5v_j_x8H0Ucqr7o9Myeg-K0I7HZ_thWY4V94TEAjDkIo5Rpk_iVLK9dRoCuKQQA_vD_BwE</a>
Received	Jul 15, 2018 8:33:24 PM	Cool are you bowling
Sent	Jul 15, 2018 8:32:44 PM	In the bowling alley
Received	Jul 15, 2018 7:57:50 PM	Whatcha doing?
Sent	Jul 15, 2018 4:14:10 PM	K
Received	Jul 15, 2018 4:06:27 PM	Okay well let me know if you're up to maybe hanging out with us
Sent	Jul 15, 2018 4:05:57 PM	Not sure yet they will swim
Received	Jul 15, 2018 3:57:51 PM	We are thinking of going down to Fremont Street tonight checking out the stratosphere as well what are you doing
Received	Jul 15, 2018 3:57:31 PM	Sweet.... you guys are done for the day that was fast
Sent	Jul 15, 2018 3:52:07 PM	Nate won today ... boom!!
Received	Jul 15, 2018 2:01:57 PM	I'm poolside...
Received Sent by: Nina Minster	Jul 15, 2018 2:01:55 PM	
Received	Jul 15, 2018 2:01:36 PM	So how's racing going?
Received	Jul 14, 2018 3:34:28 PM	I'm going through the doors that say Arena and there's a bunch of clothes to my left

Sent	Jul 14, 2018 3:33:58 PM	Ok come up stairs
Received	Jul 14, 2018 3:32:13 PM	I believe we're walking towards you I'm following some BMXers
Received	Jul 14, 2018 2:35:59 PM	They don't give up...but i sent Steve away..I'm next.
Received	Jul 14, 2018 1:22:03 PM	Sweet. Sucks I'm stuck here but hopefully I'll see you the next few
Sent	Jul 14, 2018 1:20:33 PM	Won late night..about to race first race today
Received	Jul 14, 2018 1:00:04 PM	Kool... so how's Nathan doing so far
Sent	Jul 14, 2018 12:58:56 PM	That's fine
Received	Jul 14, 2018 12:56:22 PM	So probably see you between 3 and 4 and then we'll just stay and for the whole thing
Received	Jul 14, 2018 12:56:21 PM	So they screwed up and I guess it's going to benefit me cuz now they're giving me 50 more dollars because they put me in the wrong group...😬 so my group now is at 1:30 but that's \$150 worth of food 100 here and 50 on the Visa ... and you know that jew in me wants that.lol..
Sent	Jul 14, 2018 12:48:31 PM	K
Received	Jul 14, 2018 12:37:24 PM	I'm stuck...They are confused...lol..when I get to south point I'll call you .....
Received	Jul 14, 2018 11:31:40 AM	Ok...
Sent	Jul 14, 2018 11:27:57 AM	No
Received	Jul 14, 2018 11:26:30 AM	Hey is it Dusty ,I know you said it smells like animals... but is it Dusty sitting and watching the race .. not walking around in the dirt, where they keep the cattle

Sent	Jul 14, 2018 11:12:53 AM	Np
Received	Jul 14, 2018 11:12:27 AM	I have to listen to the Spiel at 12 so I'll probably be to you after 1:30
Received	Jul 14, 2018 11:12:16 AM	Ok ...
Sent	Jul 14, 2018 11:08:18 AM	No not yet maybe by 1ish
Received	Jul 14, 2018 10:56:00 AM	We're checking in first..going to listen to the speal get my 100\$ then chime to you... What's going on? Nathan race one yet?
Sent	Jul 13, 2018 12:33:31 PM	K
Received	Jul 13, 2018 12:16:01 PM	No no worries I'll see you sometime tomorrow I'll just call you
Sent	Jul 13, 2018 12:11:35 PM	I dunno
Received	Jul 13, 2018 12:07:05 PM	Oh that's nothing hopefully it won't be raining tomorrow morning
Received	Jul 13, 2018 12:06:10 PM	Sweet
Sent	Jul 13, 2018 12:06:08 PM	Rained for about 2 mins
Sent	Jul 13, 2018 12:05:49 PM	Fine..3 and a half hours easy
Received	Jul 13, 2018 11:15:42 AM	Hey so how was the drive to Vegas weather wise ?? and tomorrow when I get there how do I find you should I text you or call you ? Do we need some kind of pass to get in?
Received	Jul 1, 2018 9:55:45 AM	Lol so you did

Sent	Jul 1, 2018 7:15:23 AM	Happy birthday!! That's right I remembered 😊🎂
Received	Jun 26, 2018 5:31:47 PM	New 5 ton went up today...5850.00 not bad...10 yr warranty
Received	Jun 19, 2018 3:14:44 PM	Hey the stupid Resort is booked up on Friday so I couldn't check in until Saturday afternoon and then leave on Monday but that doesn't work for Steve so is there a promotion code that you got to check in to Southpoint otherwise the rooms are over three hundred bucks for the weekend it's 149 159 and then that's \$300
Received Sent by: Nina Minster	Jun 19, 2018 12:32:04 PM	
Received Sent by: Nina Minster	Jun 19, 2018 12:31:28 PM	
Received	Jun 16, 2018 4:41:02 PM	I'll call you right back.
Sent	Jun 6, 2018 8:17:07 PM	
Received Sent by: Nina Minster	Jun 6, 2018 8:11:00 PM	
Received	Jun 6, 2018 8:10:55 PM	Steve
Sent	May 28, 2018 4:49:36 PM	
Sent	May 27, 2018 4:18:53 PM	Fosho
Received	May 27, 2018 3:44:54 PM	it'll just work out better for me cuz this late in the day already
Sent	May 27, 2018 3:10:45 PM	Ok np
Received	May 27, 2018 2:46:33 PM	Maybe I can take Nathan next Sunday to go see SOLO

Received	May 27, 2018 2:45:45 PM	Can you believe it took us forever to go shopping for all this crap he for tomorrow and I just got home 15 minutes ago
Received	May 10, 2018 2:44:44 PM	I'll call you in 15
Received Sent by: Nina Minster	Apr 30, 2018 11:09:43 AM	
Received Sent by: Nina Minster	Apr 30, 2018 11:09:43 AM	
Received Sent by: Nina Minster	Apr 30, 2018 11:08:47 AM	
Received	Apr 30, 2018 10:46:22 AM	What
Sent	Apr 30, 2018 10:44:42 AM	Oh can't be in canada
Received	Apr 30, 2018 10:41:56 AM	Bought in case you're bored on Saturday and go visit spoon and bring Nathan 😊
Sent	Apr 30, 2018 10:37:53 AM	Kool
Received	Apr 30, 2018 10:36:35 AM	Spoon will be here.
Received Sent by: Nina Minster	Apr 30, 2018 10:36:29 AM	
Received	Apr 22, 2018 10:30:47 PM	He looks good... I recognized him in a second
Received	Apr 22, 2018 8:53:14 PM	Lol...
Sent	Apr 22, 2018 8:49:09 PM	Spoon!!! What's up



Received	Apr 22, 2018 8:48:15 PM	Spoon asked about you....lol...i said your a great dad n husband...😊
Received Sent by: Nina Minster	Apr 22, 2018 8:48:10 PM	
Sent	Apr 15, 2018 12:30:58 PM	
Sent	Apr 15, 2018 12:30:58 PM	
Received Sent by: Nina Minster	Apr 1, 2018 1:51:54 PM	
Received Sent by: Nina Minster	Mar 30, 2018 8:51:53 PM	
Received	Mar 1, 2018 5:24:48 PM	18182124346 Yo Adrian call me. Bye. Listen to voice message: 14697339002
Received	Feb 14, 2018 12:07:12 PM	Sorry was on the phone had to take care of some business call me back
Received	Feb 14, 2018 11:47:35 AM	I'll call you right back.
Sent	Jan 24, 2018 5:12:00 PM	
Sent	Jan 17, 2018 5:53:15 PM	
Sent	Jan 17, 2018 5:52:36 PM	
Received	Jan 1, 2018 4:41:27 PM	I'm on the left side 3rd row up
Sent	Dec 17, 2017 7:45:14 PM	What Jack me for my change..lol

Received	Dec 17, 2017 7:03:42 PM	Ok
Sent	Dec 17, 2017 7:03:11 PM	Ok I'll come now
Received	Dec 17, 2017 7:02:40 PM	It's over now
Received	Dec 12, 2017 2:24:35 PM	Ok I'm off wrk at 315
Sent	Dec 12, 2017 2:18:38 PM	Dunno forgot my headset call u later
Received	Dec 12, 2017 11:54:18 AM	Hey am I still taking nathan to see star wars sunday? If so I don't know show times by you..and r u going with us? Or just dropping us off.
Received	Nov 26, 2017 1:40:21 PM	Oh ok.
Sent	Nov 26, 2017 1:38:42 PM	Yea
Received	Nov 26, 2017 1:31:36 PM	So do you think he'll place in the top 10
Sent	Nov 26, 2017 1:22:31 PM	Fare
Received	Nov 26, 2017 1:18:47 PM	Well how's he been doing so far
Sent	Nov 26, 2017 1:14:58 PM	3 if he makes it
Received	Nov 26, 2017 1:14:09 PM	How many more races today
Sent	Nov 26, 2017 1:13:48 PM	Nope

Received	Nov 26, 2017 1:01:28 PM	So has he learned that puppy yet
Sent	Nov 19, 2017 11:30:04 AM	Ok
Received	Nov 19, 2017 11:29:26 AM	Yeah he's talking to Marty right now I'm putting on a shirt and shoes and then we're out the door
Sent	Nov 19, 2017 11:25:59 AM	Np
Received	Nov 19, 2017 11:25:47 AM	Ok no worries... yeah she said that you guys were all going to church I don't know I didn't understand her message I was at the movies
Received	Nov 19, 2017 11:25:26 AM	Ok we'll be on the way soon
Sent	Nov 19, 2017 11:25:24 AM	Aubree won't be here in till 1ish
Sent	Nov 19, 2017 11:25:01 AM	We're here
Received	Nov 19, 2017 11:24:21 AM	Soon Jocelyn said you guys wouldn't be home until 12
Sent	Nov 19, 2017 10:43:27 AM	What time u thinking on comi ng by
Received	Nov 17, 2017 4:08:00 PM	I'll call you right back.
Received	Nov 12, 2017 6:22:55 PM	That's weird
Sent	Nov 12, 2017 6:21:16 PM	No
Received	Nov 12, 2017 6:21:07 PM	LOL I mean Carlos

Received	Nov 12, 2017 6:20:58 PM	Did you talk to your friend Sergio yet
Sent	Nov 12, 2017 6:02:01 PM	Wow
Received	Nov 12, 2017 5:16:53 PM	And can you believe Sandy showed up on time for her haircut today and then of course wants to get involved in everything so I told her I don't have time for her today after her haircut cuz I'm doing laundry and cleaning and organizing and getting ready for tomorrow
Received	Nov 12, 2017 5:16:19 PM	LOL see it's that good
Sent	Nov 12, 2017 5:15:45 PM	Yea.. joce dad thought I bought it..lol
Received	Nov 12, 2017 5:15:01 PM	I don't know how voice recognition changed your to here... but I guess you understood it
Sent	Nov 12, 2017 5:11:41 PM	Lol..right
Received	Nov 12, 2017 5:11:14 PM	You did a good job that'll be here new side job restoring old gumball machines LOL sell them on eBay
Received	Nov 12, 2017 5:07:13 PM	Oh damn it looks good it looks brand new
Sent	Nov 12, 2017 5:06:10 PM	
Sent	Nov 12, 2017 5:06:10 PM	There's my refurbished gumball machine the base is still drying.. what u think
Sent	Nov 12, 2017 5:06:10 PM	
Received	Nov 9, 2017 11:56:29 AM	And I even put a reminder in my phone to remind me to record it
Received	Nov 9, 2017 11:55:42 AM	Awwwww skippy

Received	Nov 9, 2017 11:52:58 AM	Oh shit, I missed the season premiere of the second season of Jack and Ozzy's World detour.. I'm going to go see if I can see it on demand and set the DVR for it next week😭
Sent	Nov 9, 2017 11:52:33 AM	I think mine taped
Received	Nov 9, 2017 11:50:03 AM	Oh shit, I missed the season premiere of the second season of Jack and Ozzy's World detour.. I'm going to go see if I can see it on demand and set the DVR for it next week😭
Sent	Nov 7, 2017 7:34:50 PM	No... at the track right now
Received	Nov 7, 2017 7:19:44 PM	Hey Nathan's new Christmas present night light came in the mail today it's Darth Vader and this one takes batteries or you can probably plug it in to the wall we're going to have to check it out I hope you guys didn't toss away any of the connections to that other one
Received	Oct 31, 2017 8:06:55 PM	Ok
Sent	Oct 31, 2017 8:06:29 PM	I'll try again
Sent	Oct 31, 2017 8:06:19 PM	Dunno
Received	Oct 31, 2017 8:05:46 PM	dude what are you sending it's the largest file ever that can't open
Sent	Oct 31, 2017 8:03:10 PM	
Received	Oct 31, 2017 7:50:08 PM	So where's my pictures of my niece and nephew
Sent	Oct 8, 2017 3:30:32 PM	😭😡
Received	Oct 8, 2017 3:29:26 PM	On the 210 you know how it is I'll see you when I get there
Received	Oct 6, 2017 4:41:18 PM	Holy Cannoli a Lego bb8

Received Sent by: Nina Minster	Oct 6, 2017 4:41:13 PM	
Received	Oct 6, 2017 3:12:59 PM	Lol
Received	Oct 6, 2017 3:12:53 PM	Yep
Sent	Oct 6, 2017 3:10:11 PM	She ugly..
Received	Oct 6, 2017 2:54:18 PM	Lol
Sent	Oct 6, 2017 2:47:12 PM	He was tagged in the post he probably did want to be sent
Received	Oct 6, 2017 2:46:13 PM	Might me cuz she liked my comment...the cindy girl
Sent	Oct 6, 2017 2:42:43 PM	
Sent	Oct 6, 2017 2:42:43 PM	Found her I think
Sent	Oct 5, 2017 9:30:13 AM	Lol
Received Sent by: Nina Minster	Oct 5, 2017 9:26:07 AM	
Received	Oct 5, 2017 9:26:00 AM	It's on like donkey kong.... Marathon starting this weekend
Received	Sep 29, 2017 3:33:10 PM	18182124346 Hello. Alright well call me back. I just trying to see what you're doing today after Nathan's birthday party so that'll be October 8 because I gotta work till five on the seventh there's no point in me trying to drive out there get there around 6:30 7:00 .5 we'll(?) just hang out on Sunday. Alright call me back. Listen to voice message: 14697339027
Received Sent by: Nina Minster	Sep 16, 2017 8:38:24 PM	Yeah I don't know

Sent	Sep 16, 2017 8:37:47 PM	Kool
Received	Sep 16, 2017 8:06:21 PM	By the way it's Shawn's birthday he said he's filming the fight
Received	Sep 16, 2017 8:03:27 PM	You know it's awesome did you show it to Nathan
Sent	Sep 16, 2017 8:02:48 PM	Lol
Received Sent by: Nina Minster	Sep 16, 2017 7:34:04 PM	here is Nathan's halloween costume
Sent	Sep 8, 2017 1:26:06 PM	Thx
Received	Sep 8, 2017 1:22:16 PM	HaPpy BiRtHdAy To YoU, HaPpY BiRtHdAy tO yOu, HaPpY BiRtHdAy, HaPpy BiRtHdAy, HaPpY BiRtHdAy TO YoU.....n many more.
Received	Sep 5, 2017 9:35:34 PM	By the way the client that I gave to you Natalie her birthday is the same day as yours and you still owe me a finder's fee I'll see you one day and get it LOL
Received	Sep 5, 2017 9:35:09 PM	opps...i forgot to call u back...
Received	Sep 5, 2017 8:09:06 PM	I'll call you right back.
Received	Sep 5, 2017 7:41:54 PM	lol... dude if I could have got a picture of this guy you would have thought it was you too
Sent	Sep 5, 2017 7:41:30 PM	No
Received	Sep 5, 2017 6:28:36 PM	18182124346 Judith I didn't know better I would swear to God that you were a passenger right now and some black car with some white boy driving your double-gang(?) or is it next to me on Sherman Way. All I gotta say same hair cut game no same body structure like everybody(?) know that wasn't you wasn't you or maybe it is you but I can't see you now or the person now because they turn(?) around but hey 14697339015 Long msg Call MBOX Voice Writer service
Received	Sep 1, 2017 4:29:46 PM	OSH shitt yeah and it's coming over the mountain

Sent	Sep 1, 2017 4:25:09 PM	La tuna cyn is where the fire is
Received	Sep 1, 2017 4:24:23 PM	Nah dude is Burbank I can now see the Flames coming over the top of the mountain that would be threatening the homes at the bottom of the mountain
Sent	Sep 1, 2017 3:33:33 PM	
Received Sent by: Nina Minster	Sep 1, 2017 3:26:38 PM	the fire
Received	Aug 23, 2017 12:11:50 PM	ok lmk
Sent	Aug 23, 2017 11:41:50 AM	I could I'll have to see what's up
Received	Aug 23, 2017 11:17:00 AM	awwww
Sent	Aug 23, 2017 10:46:31 AM	I don't think so
Received	Aug 23, 2017 10:30:13 AM	r u getting the fight sat?



EXHIBIT 137

6/17/2016 3:24 PM (Viewed 6/17/2016 4:55 PM)

Nina Minster (8182124346)

Hey are you around I need a ride to go pick up my truck at Marcie house and no one else seems to be around

6/17/2016 4:55 PM

iPhone (+18182667712)

I am not around!

6/17/2016 4:56 PM

Nina Minster (8182124346)

i figured

6/20/2016 4:03 PM (Viewed 6/20/2016 4:09 PM)

Nina Minster (8182124346)



6/20/2016 4:09 PM

iPhone (+18182667712)



6/20/2016 4:17 PM (Viewed 6/20/2016 4:22 PM)

Nina Minster (8182124346)

the fire trucks are on jocolynns parents st n throwing fire targent inn the block.its a block from scott

6/20/2016 4:20 PM (Viewed 6/20/2016 4:22 PM)

Nina Minster (8182124346)

Fires are some crazy crazy shit

6/20/2016 4:21 PM (Viewed 6/20/2016 4:22 PM)

Nina Minster (8182124346)

My internet so slow I cannot log on to watch live Aerials of the wildfires

6/20/2016 10:13 PM

Nina Minster (8182124346)

Scott's mother and father-in-law had to evacuate their house they went to Scott and Jocelyne which is only a block away which tells me in an hour or so they're going to knock on Scott's door and tell them to evacuate

6/20/2016 10:14 PM

iPhone (+18182667712)

No need for that

6/20/2016 10:14 PM

iPhone (+18182667712)

Fire is long gone from that area

6/20/2016 10:14 PM

iPhone (+18182667712)



6/20/2016 10:14 PM

Nina Minster (8182124346)

No it's not the fireman just told Jocelyne parents to evacuate at 9:30

6/20/2016 10:15 PM

Nina Minster (8182124346)

She just got them over to her house 10 minutes ago

6/20/2016 10:15 PM

Nina Minster (8182124346)

The firemen were giving her a hard time going on their block to get them

6/20/2016 10:16 PM

iPhone (+18182667712)

Maybe they need street clear

6/20/2016 10:17 PM

Nina Minster (8182124346)



here the fire at 830

6/20/2016 10:17 PM

iPhone (+18182667712)

Yeah.... far away

6/20/2016 10:18 PM

Nina Minster (8182124346)

Well I don't know they're telling people to evacuate

6/20/2016 10:18 PM

iPhone (+18182667712)

The fire is a long way away from any structures

6/20/2016 10:19 PM

Nina Minster (8182124346)

ok

6/20/2016 10:19 PM

iPhone (+18182667712)

Drama

6/20/2016 10:21 PM

Nina Minster (8182124346)

Well all I know is what Jocelyne said

6/20/2016 10:21 PM (Viewed 6/20/2016 10:23 PM)

Nina Minster (8182124346)

They told her family to evacuate along with everyone else on the Block so that's what the people are doing

6/20/2016 10:24 PM

iPhone (+18182667712)

Mozel tov

6/20/2016 10:25 PM

Nina Minster (8182124346)



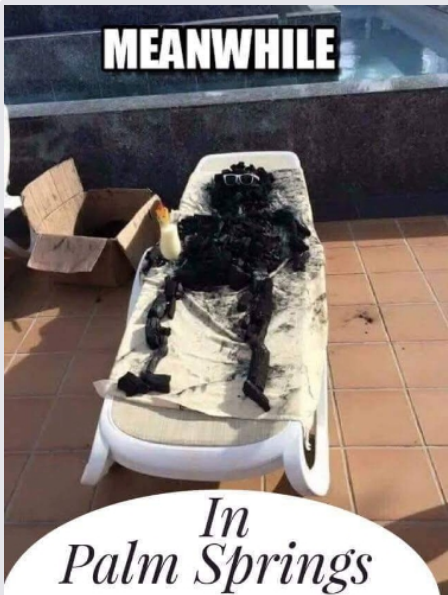
6/20/2016 10:25 PM

iPhone (+18182667712)

Lol

6/20/2016 10:25 PM

Nina Minster (8182124346)



6/20/2016 10:25 PM

iPhone (+18182667712)



6/20/2016 10:26 PM

Nina Minster (8182124346)

lol

6/20/2016 10:26 PM

iPhone (+18182667712)

Now if that doesn't make people start dieting, nothing will

6/20/2016 10:27 PM

Nina Minster (8182124346)

But it's a Walmart customer those people don't diet

6/20/2016 10:27 PM

iPhone (+18182667712)

Wow!

6/20/2016 10:28 PM (Viewed 6/20/2016 10:29 PM)

Nina Minster (8182124346)

**I wish we  
could donate  
body fat to  
those in need.**

6/20/2016 10:29 PM

iPhone (+18182667712)

Lol

6/20/2016 10:29 PM (Viewed 6/20/2016 10:42 PM)

Nina Minster (8182124346)



So here's a picture of a healthy salad

6/20/2016 10:31 PM (Viewed 6/20/2016 10:42 PM)

Nina Minster (8182124346)

So on another note seriously we need to go to the cemetery and put the marker for grandma once and for all it's paid for all you have to do is tell him what we wanted to say if we wanted to say "I said no" that will be seventy-five bucks

6/20/2016 10:37 PM (Viewed 6/20/2016 10:42 PM)

Nina Minster (8182124346)



we should go for sushi to my favorite place on earth one day to.

6/20/2016 11:28 PM

iPhone (+18182667712)

Fire officials say 320 structures evacuated in Azusa, 450 structures evacuated in Duarte/Bradbury due to brush fires

6/20/2016 11:30 PM

Nina Minster (8182124346)

Yep and Jocelyne parents were one of them

6/20/2016 11:30 PM

iPhone (+18182667712)

Lol

6/20/2016 11:32 PM (Viewed 6/20/2016 11:33 PM)

Nina Minster (8182124346)

Getting ready  
to change  
out of my  
daytime pajamas  
and into my  
nighttime pajamas.

6/20/2016 11:33 PM

iPhone (+18182667712)

#FishFire is at 3000 acres and 0% contained. #ReservoirFire is at 1500 acres and 0% contained.

6/20/2016 11:33 PM

iPhone (+18182667712)

Scott is fishfire

6/20/2016 11:34 PM

Nina Minster (8182124346)

yep Scott is Fish Fire ..

6/20/2016 11:34 PM

Nina Minster (8182124346)

3000 acres already holy shit

6/20/2016 11:34 PM

Nina Minster (8182124346)

You didn't the two fires combine

6/20/2016 11:35 PM

iPhone (+18182667712)

No 1.5 miles apart

6/20/2016 11:35 PM

Nina Minster (8182124346)

Yeah not for long

6/20/2016 11:35 PM

iPhone (+18182667712)

Lol

6/24/2016 2:11 PM (Viewed 6/24/2016 3:46 PM)

Nina Minster (8182124346)

Yo man so my birthday is in a week and you know what I want for my 47th birthday I want my grandmother to have a marker on her grave so when are we going down there



6/24/2016 11:15 PM

iPhone (+18182667712)

You have reached a number that is no longer in service; please check the number and try your text again

6/24/2016 11:15 PM

Nina Minster (8182124346)

lol...you are funny

6/24/2016 11:16 PM

iPhone (+18182667712)

Hehe

6/24/2016 11:16 PM

Nina Minster (8182124346)

I'm having a hard time coming to the realization that I'm turning 47

6/24/2016 11:16 PM

Nina Minster (8182124346)

I don't know why because 40 didn't bother me 45 didn't bother me but 47 is kind of strange to me

6/24/2016 11:17 PM

iPhone (+18182667712)



6/25/2016 8:12 PM (Viewed 6/25/2016 9:09 PM)

Nina Minster (8182124346)

Where are you flying now? there's nowhere to go... Virginia's underwater ...Northern California is on fire okay well just north of here.. either we got it too hot or we got it too cold ,we got it on fire... we got it soak and wet.... what's going on global warming at its finest

7/3/2016 1:40 PM

iPhone (+18182667712)

<https://youtu.be/gT0fQAMNVOE>

7/3/2016 1:42 PM

Nina Minster (8182124346)

They should have used a female voice since grumpy cat is a girl

7/3/2016 1:42 PM

Nina Minster (8182124346)

And her real name is tartar sauce

7/3/2016 1:43 PM

iPhone (+18182667712)

Of course you would know that

7/3/2016 1:54 PM

Nina Minster (8182124346)

Yeah and you're a couple of days late

7/3/2016 1:54 PM

Nina Minster (8182124346)

What's wrong with you people you've known me your whole life you don't know my birthday is on the 1st

7/3/2016 1:55 PM

iPhone (+18182667712)

I'm only like 36 hours late!

7/3/2016 1:55 PM

iPhone (+18182667712)

lol

7/3/2016 1:55 PM

Nina Minster (8182124346)

lol

7/3/2016 1:57 PM

Nina Minster (8182124346)

Are you in town there's a huge party at Ray and bumpers house for the 4th of July starts about now I'm going to get there in about an hour

7/3/2016 1:57 PM

iPhone (+18182667712)

I am consumed by my work; I have a looney client at the moment

7/3/2016 1:57 PM

Nina Minster (8182124346)

I read the word Looney client and all I can think of is the loonies in our family

7/3/2016 1:58 PM

iPhone (+18182667712)

Hehe

7/3/2016 1:58 PM

iPhone (+18182667712)

Haha

7/3/2016 1:58 PM

iPhone (+18182667712)

Hoho

7/3/2016 1:59 PM

iPhone (+18182667712)

To the funny farm...

7/3/2016 2:07 PM (Viewed 7/3/2016 2:11 PM)

Nina Minster (8182124346)

Where life is beautiful all the time..n I'll be happy to see those nice young men in there clean white coats....

7/4/2016 8:52 PM (Viewed 7/4/2016 9:37 PM)

Nina Minster (8182124346)

Our street hands down has the best fireworks display we've got at least 15 houses this year on both sides going crazy

8/1/2016 10:28 PM (Viewed 8/2/2016 12:37 AM)

Nina Minster (8182124346)



I was there at Brian Paula and Alta's house... sitting in front of the TV waiting

8/2/2016 3:50 AM

iPhone (+18182667712)



BAMM!

8/2/2016 3:55 AM

iPhone (+18182667712)



8/2/2016 11:55 AM (Viewed 8/2/2016 11:56 AM)

Nina Minster (8182124346)

lol.

8/2/2016 11:55 AM (Viewed 8/2/2016 11:56 AM)

Nina Minster (8182124346)

where you at..

8/16/2016 11:14 AM (Viewed 8/16/2016 3:00 PM)

Nina Minster (8182124346)

hello....when will we go....????

8/17/2016 9:34 PM (Viewed 8/17/2016 10:16 PM)

Nina Minster (8182124346)

Are we going tomorrow????.

8/17/2016 10:21 PM

iPhone (+18182667712)

LAPD pursuit of drunk driver on Sepulveda Blvd...

8/17/2016 10:21 PM

iPhone (+18182667712)



8/17/2016 10:21 PM

iPhone (+18182667712)

Drive through half the valley...

8/17/2016 10:21 PM

iPhone (+18182667712)



8/17/2016 10:22 PM

Nina Minster (8182124346)

when today

8/17/2016 10:22 PM

iPhone (+18182667712)

"Drove"

8/17/2016 10:22 PM

iPhone (+18182667712)

Stupid phone

8/17/2016 10:23 PM

Nina Minster (8182124346)

lol.. yeah all the phones do this stupid shit

8/17/2016 10:23 PM

iPhone (+18182667712)

I can't believe he smile at me!

8/17/2016 10:23 PM

iPhone (+18182667712)

Lol

8/17/2016 10:24 PM

Nina Minster (8182124346)

Drunk what else do you think is going to do

8/17/2016 10:24 PM

iPhone (+18182667712)

Lol

8/17/2016 10:24 PM

Nina Minster (8182124346)

That should be his mugshot

8/17/2016 10:24 PM

iPhone (+18182667712)



8/17/2016 10:25 PM

iPhone (+18182667712)

Lol

8/17/2016 10:26 PM

Nina Minster (8182124346)

what a smuck

8/17/2016 10:26 PM

iPhone (+18182667712)

Well, he's not going to be smiling in a few hours!

8/17/2016 10:26 PM

Nina Minster (8182124346)

Are they still chasing them or they caught him and now he's going to jail

8/17/2016 10:26 PM

iPhone (+18182667712)

Wait, it's now a few hours

8/17/2016 10:26 PM

iPhone (+18182667712)

He give up a few hours ago

8/17/2016 10:27 PM

iPhone (+18182667712)

"Gave" up

8/17/2016 10:27 PM

Nina Minster (8182124346)

lol.. like I said smuck

8/17/2016 10:28 PM

iPhone (+18182667712)

He did all kinds of stupid shit too like driving on the wrong side of the road, going through red lights, etc...

8/17/2016 10:28 PM

iPhone (+18182667712)

"Schmuck"

8/17/2016 10:28 PM

Nina Minster (8182124346)

Yeah my phone doesn't like to spell

8/17/2016 10:29 PM

Nina Minster (8182124346)

Every time I said schmuck it said good luck

8/17/2016 10:29 PM

iPhone (+18182667712)

Lmao

8/17/2016 10:29 PM

Nina Minster (8182124346)

I guess I missed that today while I was out driving around with Marcie

Nina Minster (8182124346)



So when are we going

8/18/2016 11:02 PM

iPhone (+18182667712)

Who taught you how to make bananas and sour cream?

8/18/2016 11:03 PM

Nina Minster (8182124346)

my mom.... you just put the sour cream in and put the bananas on top stir later

8/18/2016 11:03 PM

iPhone (+18182667712)

Your missing a whole lot of sour cream!

8/18/2016 11:03 PM

Nina Minster (8182124346)

Trust me it took two bananas to eat all the sour cream I started with one banana then realized I had a lot of sour cream left over so I had to eat a second banana

8/18/2016 11:03 PM

iPhone (+18182667712)

Lol

8/18/2016 11:04 PM

iPhone (+18182667712)

It takes practice!

8/18/2016 11:04 PM

iPhone (+18182667712)

Lol

8/18/2016 11:04 PM

Nina Minster (8182124346)

it must...but two bananas were really good

8/18/2016 11:04 PM

iPhone (+18182667712)

GNR is rocking dodger stadium!

8/18/2016 11:05 PM

Nina Minster (8182124346)

lol... they're playing a lot of songs off of Chinese Democracy I think everybody hated that album

8/18/2016 11:05 PM

Nina Minster (8182124346)

Half my friends like that show half of them hate it what's the matter I saw them in their Heyday who needs to see three out of five

8/18/2016 11:06 PM

iPhone (+18182667712)

I will be there tomorrow night...

8/18/2016 11:06 PM

Nina Minster (8182124346)

Yeah I know a lot of people that are going tomorrow too.... good luck with that

8/18/2016 11:07 PM

Nina Minster (8182124346)

Tickets were way too expensive where are your seats at

8/18/2016 11:07 PM

iPhone (+18182667712)

I can't wait too finally see the cult

8/18/2016 11:07 PM

iPhone (+18182667712)

Floor seats as usual

8/18/2016 11:07 PM

Nina Minster (8182124346)

That's who's opening for them I didn't even know

8/18/2016 11:08 PM

iPhone (+18182667712)

Yup. Fuckin awesome!

8/18/2016 11:08 PM

Nina Minster (8182124346)

That's cool

8/18/2016 11:08 PM

Nina Minster (8182124346)

Deborah going with you

8/18/2016 11:08 PM

iPhone (+18182667712)

Get seats in the upper deck!



8/18/2016 11:09 PM

iPhone (+18182667712)

No. Deb is not going this time

8/18/2016 11:09 PM

iPhone (+18182667712)

She can do without GNR

8/18/2016 11:09 PM

Nina Minster (8182124346)

Yeah I don't know if she's even a Guns and Roses fan

8/18/2016 11:09 PM

Nina Minster (8182124346)

That's what I thought

8/18/2016 11:09 PM

iPhone (+18182667712)

Nope

8/19/2016 11:05 PM

iPhone (+18182667712)



8/19/2016 11:07 PM

Nina Minster (8182124346)

fuk ya

8/19/2016 11:08 PM

Nina Minster (8182124346)

Alder!!!!##

8/19/2016 11:08 PM (Viewed 8/19/2016 11:09 PM)

Nina Minster (8182124346)



some bad ass band...

8/19/2016 11:09 PM

Nina Minster (8182124346)

My friends next.

8/19/2016 11:11 PM (Viewed 8/20/2016 12:05 AM)

Nina Minster (8182124346)

that band was called outlaw inlaws

8/20/2016 9:23 PM (Viewed 8/21/2016 12:30 AM)

Nina Minster (8182124346)

So overall what did you think of Guns and Roses

8/21/2016 12:31 AM

iPhone (+18182667712)



8/21/2016 12:34 AM

iPhone (+18182667712)

Epic!!!

8/21/2016 12:34 AM (Viewed 8/21/2016 12:35 AM)

Nina Minster (8182124346)

Awesome.....

8/21/2016 12:35 AM

Nina Minster (8182124346)

one of my friends said meatloaf was singing...lol

8/21/2016 12:36 AM

iPhone (+18182667712)

Axel was on point, all night!

8/21/2016 12:36 AM

Nina Minster (8182124346)

ive heard about 45 videos n its hard to tell...

8/21/2016 12:37 AM

Nina Minster (8182124346)

but im happy that adler played a few songs

8/21/2016 12:38 AM

iPhone (+18182667712)



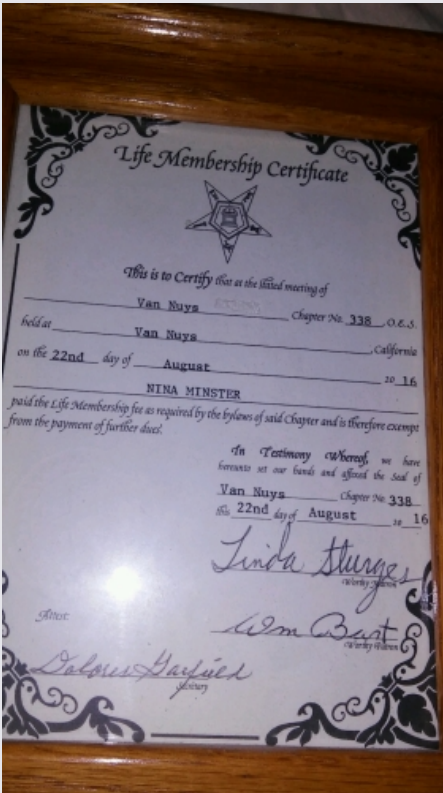
8/21/2016 12:40 AM

Nina Minster (8182124346)

nice

8/30/2016 1:16 AM (Viewed 8/30/2016 1:48 AM)

Nina Minster (8182124346)



Notice anything about my lifetime membership there are two things here that would make Grandpa proud....

8/30/2016 1:49 AM

iPhone (+18182667712)

Nice now make some \$\$\$

8/30/2016 1:56 AM (Viewed 8/30/2016 2:35 AM)

Nina Minster (8182124346)

dork..didu notice its goas bday when i got it certified

8/30/2016 1:56 AM (Viewed 8/30/2016 2:35 AM)

Nina Minster (8182124346)

g-pas

8/30/2016 1:56 AM (Viewed 8/30/2016 2:35 AM)

Nina Minster (8182124346)

stupid auto correct wth is goas...lmao

8/30/2016 2:36 AM

iPhone (+18182667712)

Yes

9/20/2016 9:24 AM (Viewed 9/20/2016 1:05 PM)

Nina Minster (8182124346)

I think im only 72hrs late....n its not ur BiRtHdAy but debs....lol..so happy birthday to you both.

10/7/2016 5:25 PM (Viewed 10/7/2016 11:54 PM)

Nina Minster (8182124346)

Okay rover.com takes 20% of each fee that is charged to a customer so the only way for you to get paid as for the customer to pay rover.com and they give you 80% but if you're ever over go see her then you get 75% and they keep 25% plus they want \$50 a month for their insurance but that doesn't tell me what it is

10/7/2016 5:25 PM (Viewed 10/7/2016 11:54 PM)

Nina Minster (8182124346)

With some tact you have to buy credits so 50 credits as \$72 100 credits or more the price keeps going up I think I'll just stick to Word of Mouth

10/7/2016 8:57 PM (Viewed 10/7/2016 11:54 PM)

Nina Minster (8182124346)

were playing phones tag

10/17/2016 4:38 PM (Viewed 10/17/2016 4:40 PM)

Nina Minster (8182124346)



Here sit MY Gma in an unmarked grave yet another bday yet another yr passed...its fukn sad

10/17/2016 4:39 PM (Viewed 10/17/2016 4:40 PM)

Nina Minster (8182124346)



here lies our great gma i have her pretty flowers.

10/17/2016 4:39 PM (Viewed 10/17/2016 4:40 PM)

Nina Minster (8182124346)



here is my moms new bday flowers

10/17/2016 4:41 PM

iPhone (+18182667712)

Nice

10/17/2016 4:41 PM

Nina Minster (8182124346)

I put them there on the 11th I also put flowers for my grandma and my grandpa Joe now when the hell are we going to go put up Grandma's plaque

10/17/2016 4:42 PM

iPhone (+18182667712)

Shortly

10/17/2016 4:42 PM

Nina Minster (8182124346)

lol i don't believe you.

11/5/2016 8:51 PM (Viewed 11/5/2016 8:52 PM)

Nina Minster (8182124346)

where you at?

11/5/2016 8:54 PM

iPhone (+18182667712)

Who wants to know?

11/5/2016 8:54 PM

Nina Minster (8182124346)

Scott n Me

11/5/2016 8:55 PM

iPhone (+18182667712)

Home

11/5/2016 8:55 PM

iPhone (+18182667712)

Waiting to watch the fight

11/5/2016 8:56 PM

Nina Minster (8182124346)

Yeah but are you at the fight

11/5/2016 8:56 PM

iPhone (+18182667712)

Home!

11/5/2016 8:57 PM

Nina Minster (8182124346)

oh I'm at Scott

11/5/2016 8:57 PM

iPhone (+18182667712)

Watching the fight?

11/5/2016 8:58 PM

Nina Minster (8182124346)

yep

11/5/2016 8:59 PM

iPhone (+18182667712)

Vargas is going to get his ass handed to him!

11/5/2016 9:02 PM

Nina Minster (8182124346)

lol..most likely

11/5/2016 9:02 PM

Nina Minster (8182124346)

eeeekkkk

11/5/2016 9:03 PM

iPhone (+18182667712)

Yikes!

11/5/2016 9:06 PM (Viewed 11/5/2016 9:12 PM)

Nina Minster (8182124346)

Why does everyone have to play ACDC someone shoot me now

11/5/2016 9:11 PM (Viewed 11/5/2016 9:12 PM)

Nina Minster (8182124346)

Damn Pacquiao is getting old

11/5/2016 9:12 PM

iPhone (+18182667712)

We're about to witness on old man whoop some ass

11/5/2016 9:13 PM

Nina Minster (8182124346)

lol... even though he's about 5 inches shorter and has a shorter arm reach he's still going to whoop some ass

11/5/2016 9:13 PM

iPhone (+18182667712)

Let's get ready to rummmble

11/5/2016 9:13 PM

Nina Minster (8182124346)

Yeah he just made a million dollars

11/5/2016 9:14 PM

Nina Minster (8182124346)

Damn I weigh a hundred pounds more than Pacquiao

11/5/2016 9:14 PM

iPhone (+18182667712)

Yikes!

11/5/2016 9:14 PM

Nina Minster (8182124346)

no shit huh...

11/5/2016 9:14 PM

iPhone (+18182667712)

Me too, damn!

11/5/2016 9:16 PM

Nina Minster (8182124346)

lol

11/5/2016 9:20 PM (Viewed 11/5/2016 9:22 PM)

Nina Minster (8182124346)

holy shit batman

11/5/2016 9:23 PM

Nina Minster (8182124346)

sit down boy

11/5/2016 9:24 PM

iPhone (+18182667712)

Yup

11/5/2016 9:24 PM

iPhone (+18182667712)

No challenge

11/5/2016 9:25 PM

Nina Minster (8182124346)

bob n weave

11/5/2016 9:52 PM (Viewed 11/5/2016 10:07 PM)

Nina Minster (8182124346)

He's holding his own



11/5/2016 10:13 PM

iPhone (+18182667712)

What a joke and a waste of time

11/5/2016 10:14 PM

Nina Minster (8182124346)

I thought it was good

11/5/2016 10:14 PM

iPhone (+18182667712)

Bahh

11/5/2016 10:14 PM

Nina Minster (8182124346)

And a waste of \$70 said Scott

11/5/2016 10:15 PM

iPhone (+18182667712)

I agree

11/7/2016 6:01 PM

Nina Minster (8182124346)

call you later im at dinner

11/7/2016 6:02 PM

iPhone (+18182667712)

washing dishes?

11/7/2016 6:02 PM

Nina Minster (8182124346)

yippi

11/7/2016 6:02 PM

iPhone (+18182667712)

LOL

11/24/2016 12:49 PM

iPhone (+18182667712)

Happy Thanksgiving 🦃

11/24/2016 12:53 PM

Nina Minster (8182124346)

HaPpy ThAnKsGiViNg

11/30/2016 1:40 PM (Viewed 11/30/2016 1:57 PM)

Nina Minster (8182124346)

Okay man my grandma is in an unmarked grave for 6 years

11/30/2016 1:40 PM (Viewed 11/30/2016 1:57 PM)

Nina Minster (8182124346)

Enough is enough already

11/30/2016 6:07 PM

Nina Minster (8182124346)



she deserves better..

11/30/2016 6:07 PM

Nina Minster (8182124346)

comeon man..

11/30/2016 6:07 PM

iPhone (+18182667712)

Yeah it's time

11/30/2016 6:08 PM

Nina Minster (8182124346)

it was time 5 yrs ago

11/30/2016 6:10 PM (Viewed 11/30/2016 6:11 PM)

Nina Minster (8182124346)

I'm open all day sunday

11/30/2016 6:12 PM

iPhone (+18182667712)

I'm in Chicago

11/30/2016 6:12 PM (Viewed 11/30/2016 6:48 PM)

Nina Minster (8182124346)

I thought youd be back by now.

11/30/2016 6:12 PM (Viewed 11/30/2016 6:48 PM)

Nina Minster (8182124346)

well as soon as ur back lmk

12/2/2016 12:53 PM (Viewed 12/2/2016 1:22 PM)

Nina Minster (8182124346)



she is waiting

12/22/2016 11:10 AM

iPhone (+18182667712)



12/25/2016 11:02 AM (Viewed 12/25/2016 1:03 PM)

Nina Minster (8182124346)

Happy Hanukkah

1/2/2017 1:47 PM (Viewed 1/2/2017 2:03 PM)

Nina Minster (8182124346)

Hey call me important qs

1/15/2017 10:06 PM

iPhone (+18182667712)



1/19/2017 2:38 PM (Viewed 1/19/2017 4:51 PM)

Nina Minster (8182124346)

Yeah I have a real estate question call me

1/26/2017 11:33 AM (Viewed 1/26/2017 11:40 AM)

Nina Minster (8182124346)

Hello can you call me when you're alive

1/31/2017 10:36 AM (Viewed 1/31/2017 11:21 AM)

Nina Minster (8182124346)

Yo can you call me I have a question for you I have a friend that needs help answering a question towards his divorce case and he doesn't want to use his lawyer at 350.00 an hour so I figured maybe you can help him answer the question but you haven't called me back in days and this is important... I mean really I know you're working on two cases for marcie n that Jonathan's going to give you some money for your work.... so can you call me and help me with my friends qs real quick...

2/27/2017 10:17 AM

iPhone (+18182667712)

Sorry, I can't talk right now.

2/27/2017 10:19 AM (Viewed 2/27/2017 10:20 AM)

Nina Minster (8182124346)

ok call me when you can we have to call elvis, he needs a divorce lawyer here in la..n has qs. He's in Hawaii at the moment.

2/27/2017 10:20 AM

iPhone (+18182667712)

Okay

2/27/2017 11:38 AM (Viewed 2/27/2017 12:39 PM)

Nina Minster (8182124346)

ok..im walking dogs at 130 so before 1 would be great 😊

2/27/2017 4:17 PM

iPhone (+18182667712)

Sorry, I can't talk right now.

2/27/2017 4:18 PM (Viewed 2/27/2017 4:20 PM)

Nina Minster (8182124346)

Seriously you been on the phone for 6 hours

2/28/2017 7:12 PM (Viewed 2/28/2017 7:28 PM)

Nina Minster (8182124346)

So did Elvis tell you he owes you dinner for all your advice

3/9/2017 5:36 PM (Viewed 3/9/2017 5:39 PM)

Nina Minster (8182124346)

Hey if you can make it dinner is at 7 at the La Petit chateau in North Hollywood

3/9/2017 5:40 PM

iPhone (+18182667712)

Can't make it

3/9/2017 5:40 PM

iPhone (+18182667712)

Next time!

3/9/2017 5:42 PM (Viewed 3/9/2017 5:44 PM)

Nina Minster (8182124346)

ok

3/19/2017 5:40 PM

Nina Minster (8182124346)

Hey I have an extra free ticket to see Randy Rhoads tribute tonight with about 50 different guitar people playing the first two Ozzy records since Randy Rhoads passed away 35 years ago today is at The Canyon Club... Elvis and I are going do you want to go with us.

3/19/2017 5:40 PM

Nina Minster (8182124346)

I'm learning my house at 645

3/19/2017 5:40 PM

Nina Minster (8182124346)

leaving

3/19/2017 5:41 PM

iPhone (+18182667712)

I'm playing poker!

3/19/2017 5:41 PM

Nina Minster (8182124346)

lol ...

3/19/2017 5:41 PM  
iPhone (+18182667712)

Sounds like a good time; have a good time

3/19/2017 5:42 PM

Nina Minster (8182124346)



yep

5/2/2017 8:11 PM (Viewed 5/2/2017 9:49 PM)

Nina Minster (8182124346)

it seems like yesterday but grandpas been gone 17 yrs this friday ☹️

5/15/2017 5:57 PM (Viewed 5/15/2017 5:59 PM)

Nina Minster (8182124346)

By the way I forgot to tell you I bought Thrifty's black cherry ice cream today as I thought about Grandma and Grandpa

5/15/2017 5:59 PM  
iPhone (+18182667712)

Ha! That is still around? Where did you get it from?

5/15/2017 6:00 PM

Nina Minster (8182124346)

yeah it still around you can get it at Rite Aid

5/15/2017 6:00 PM

Nina Minster (8182124346)

And right now they had a special 2 half gallons for five bucks so one of the girls at school got one flavor and I got black cherry

5/15/2017 6:01 PM  
iPhone (+18182667712)

Cool. Good to know. I'll grab some Vanilla in the future!

5/15/2017 6:06 PM

Nina Minster (8182124346)

lol they got it...

5/15/2017 6:08 PM

iPhone (+18182667712)

I used to buy a triple cone, after taking the bus back home from surfing, for only 45 or 65 cents!

5/15/2017 6:10 PM

Nina Minster (8182124346)

yep...totally i remember

5/15/2017 6:10 PM

iPhone (+18182667712)

"Thrifty's" on Van Nuys Blvd and Vanowen, but the store is long gone - it's now a 99 cents only store!

5/16/2017 3:43 PM (Viewed 5/16/2017 5:10 PM)

Nina Minster (8182124346)

oh that black cherry ice cream is so good ...lol go get your vanilla...

7/1/2017 8:33 PM

iPhone (+18182667712)

<https://youtu.be/gT0fQAMNVOE>  
(Sent with URL)

7/1/2017 8:34 PM (Viewed 7/1/2017 9:11 PM)

Nina Minster (8182124346)

lol thanks....

8/31/2017 6:46 PM (Viewed 8/31/2017 9:28 PM)

Nina Minster (8182124346)



The thing protruding from your friends stomach

9/16/2017 7:30 PM (Viewed 9/16/2017 7:32 PM)

Nina Minster (8182124346)

HaPpy BiRtHdAy To YoU, HaPpY BiRtHdAy tO yOu, HaPpY BiRtHdAy, HaPpy BiRtHdAy,  
HaPpY BiRtHdAy TO YoU.....n many more.

9/16/2017 7:32 PM

iPhone (+18182667712)



9/16/2017 7:34 PM

Nina Minster (8182124346)

That's some nice six pack right there isn't the fight on tonight is that what you're watching

9/16/2017 7:34 PM

iPhone (+18182667712)

I'm shooting it

9/16/2017 7:34 PM

iPhone (+18182667712)



9/16/2017 7:34 PM

Nina Minster (8182124346)

sweet....

9/16/2017 7:35 PM (Viewed 9/16/2017 7:36 PM)

Nina Minster (8182124346)

I should be watching it...

10/3/2017 7:43 PM (Viewed 10/3/2017 8:12 PM)

Nina Minster (8182124346)



I hear you're looking for conspiracy theories well here's one New York and Nevada both start with n and

10/3/2017 8:13 PM

iPhone (+18182667712)

Ha!

10/3/2017 8:15 PM (Viewed 10/4/2017 3:26 AM)

Nina Minster (8182124346)



10/5/2017 9:25 AM (Viewed 10/5/2017 1:56 PM)

Nina Minster (8182124346)



It's on like donkey kong.... Marathon starting this weekend

10/23/2017 6:33 PM (Viewed 10/23/2017 6:37 PM)

Nina Minster (8182124346)

Hey I'm going to go to the cemetery tomorrow after work because I couldn't get there today too many things to do... Grandma Ann would have been 100 today so I think I'm going to go bring her some more flowers tomorrow



10/23/2017 6:33 PM (Viewed 10/23/2017 6:37 PM)

Nina Minster (8182124346)

You want to go with me about 3:30 ish meet me there let's get her plaque put up it's almost 7 years dude

11/10/2017 9:21 PM

iPhone (+18182667712)

Sorry, I can't talk right now.

11/10/2017 9:22 PM (Viewed 11/11/2017 12:06 AM)

Nina Minster (8182124346)

WTF I had no idea he was going to be on the phone blabbing about politics for an hour and the difference between East Coast mentality and West Coast mentality which was pretty hilarious and interesting at the same time

11/23/2017 12:56 PM

iPhone (+18182667712)

Happy Thanksgiving!

11/23/2017 12:58 PM (Viewed 11/23/2017 12:59 PM)

Nina Minster (8182124346)

Happy thanksgiving....

12/7/2017 2:00 PM (Viewed 12/7/2017 2:14 PM)

Nina Minster (8182124346)

Hey my friend Greta needs Derrick's number again so she can get a new car can you get that for me

12/7/2017 4:25 PM

Nina Minster (8182124346)

Hello...

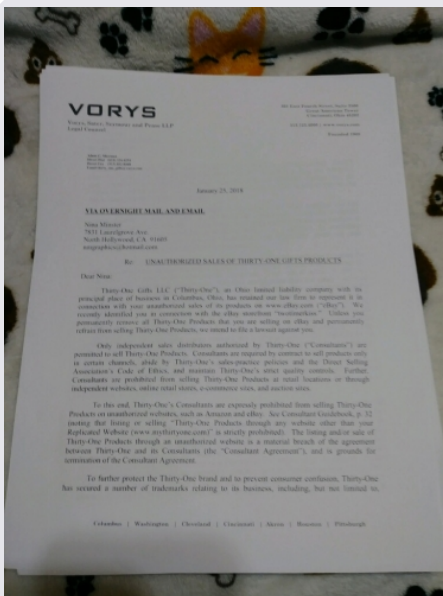
1/4/2018 9:06 PM

iPhone (+18182667712)

Sorry, I can't talk right now.

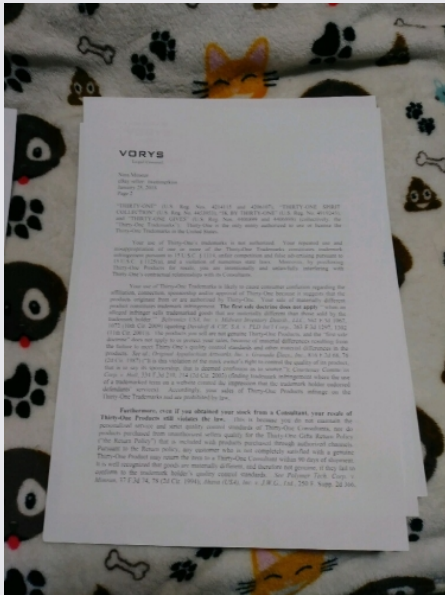
1/26/2018 6:20 PM (Viewed 1/26/2018 6:36 PM)

Nina Minster (8182124346)

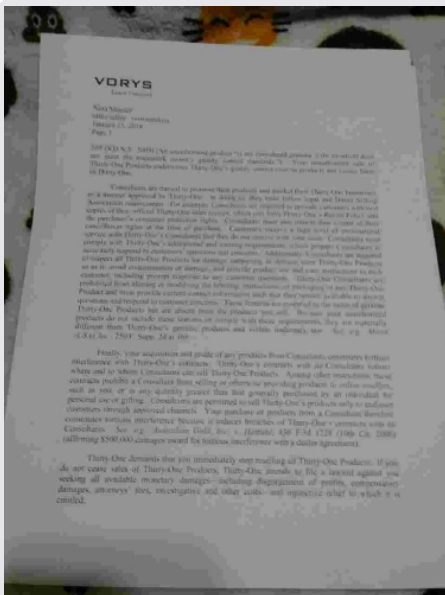


Lol

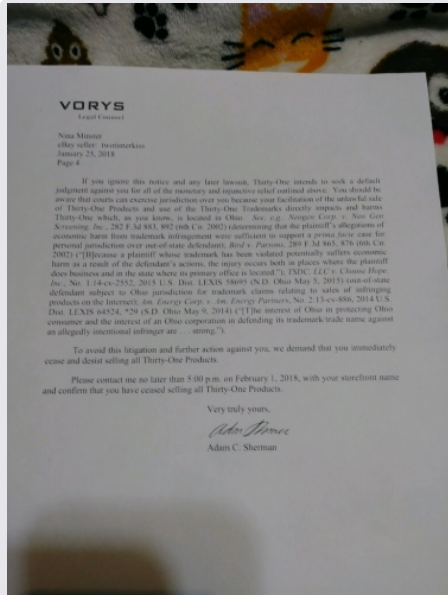
Nina Minster (8182124346)



Nina Minster (8182124346)

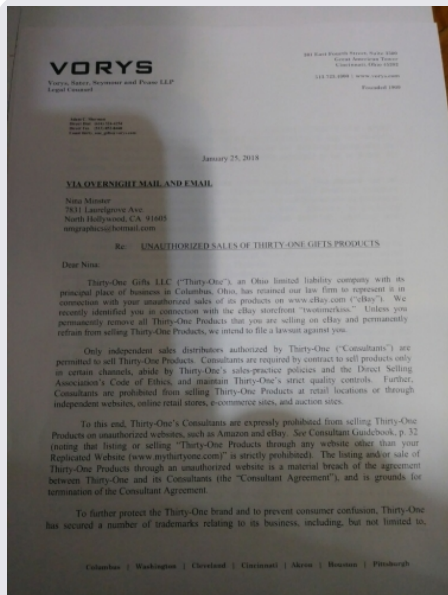


Nina Minster (8182124346)

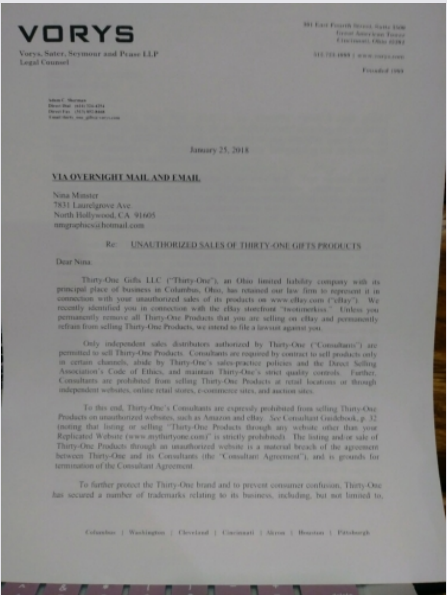


1/26/2018 11:58 PM

Nina Minster (8182124346)

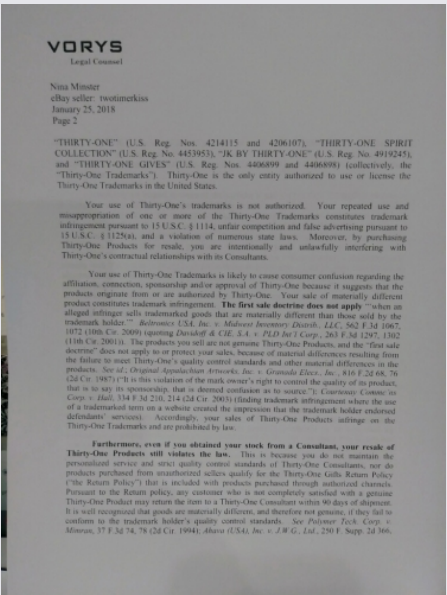


Nina Minster (8182124346)



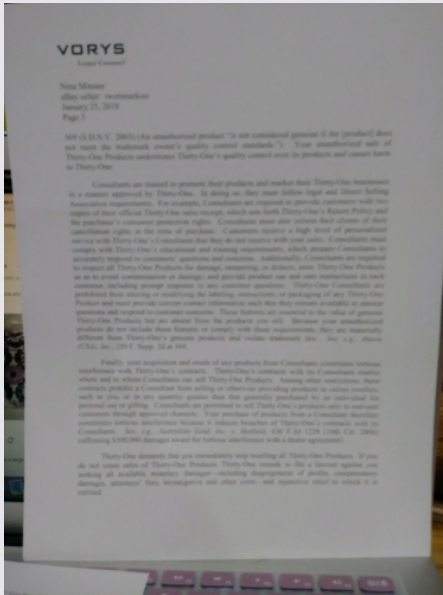
1/27/2018 12:00 AM

Nina Minster (8182124346)



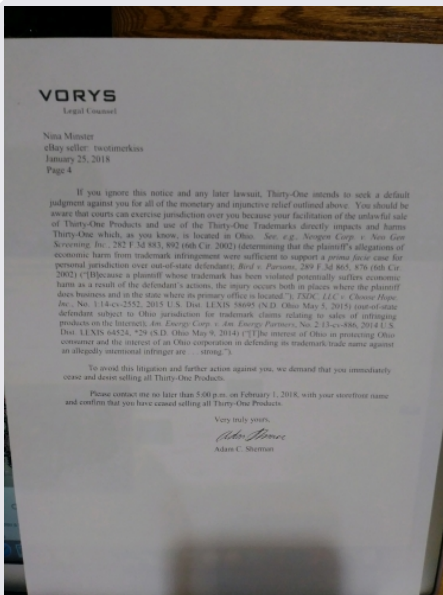
1/27/2018 12:00 AM

Nina Minster (8182124346)



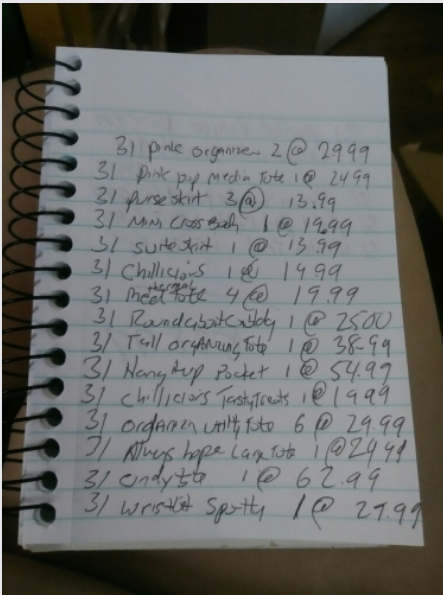
1/27/2018 12:00 AM

Nina Minster (8182124346)



1/28/2018 2:06 PM (Viewed 1/28/2018 3:24 PM)

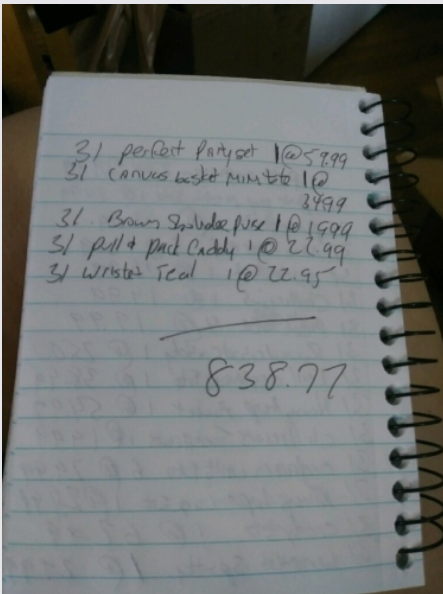
Nina Minster (8182124346)



Here's my total or what's up on eBay

1/28/2018 2:06 PM (Viewed 1/28/2018 3:24 PM)

Nina Minster (8182124346)



1/29/2018 7:31 PM (Viewed 1/29/2018 8:13 PM)

Nina Minster (8182124346)

Hello so what happened did you read the paper did you go over again there paper to me...

1/29/2018 7:32 PM (Viewed 1/29/2018 8:13 PM)

Nina Minster (8182124346)

Even though I already called them we should send them some official paper by February 1st

1/30/2018 11:44 AM (Viewed 1/30/2018 12:35 PM)

Nina Minster (8182124346)

Hello??????

1/30/2018 12:36 PM

iPhone (+18182667712)

Hello. I'll call tomorrow.

1/30/2018 12:37 PM (Viewed 1/30/2018 12:38 PM)

Nina Minster (8182124346)

Ok

1/30/2018 12:38 PM

iPhone (+18182667712)

I'm at a trade show in Vegas

1/30/2018 12:44 PM (Viewed 1/30/2018 12:49 PM)

Nina Minster (8182124346)

Oh which one.. My Nick works stagehand on almost everything in vegas

1/30/2018 12:50 PM

iPhone (+18182667712)

Namescon at the Tropicana

1/30/2018 12:52 PM (Viewed 1/30/2018 1:08 PM)

Nina Minster (8182124346)

Hummm

2/3/2018 3:19 PM (Viewed 2/3/2018 7:45 PM)

Nina Minster (8182124346)

You rang

2/5/2018 4:27 PM (Viewed 2/5/2018 4:52 PM)

Nina Minster (8182124346)

Did you make the call for me today?

2/5/2018 4:55 PM

iPhone (+18182667712)

Yes. I missed him. Adam Sherman is in the firms Cincinnati office. I will speak with him tomorrow!

2/5/2018 4:55 PM

Nina Minster (8182124346)

Ok



2/5/2018 8:12 PM

Nina Minster (8182124346)



Look what I found in some pictures from The back Office...

2/5/2018 8:14 PM

iPhone (+18182667712)

I have not seen that photo in a long time!

2/5/2018 8:14 PM

Nina Minster (8182124346)

I bet there's also a group one with everybody except me cuz I wasn't invited

2/5/2018 8:14 PM

iPhone (+18182667712)

Could be...

2/5/2018 8:16 PM (Viewed 2/5/2018 8:17 PM)

Nina Minster (8182124346)



2/5/2018 8:20 PM

iPhone (+18182667712)

Awesome

2/5/2018 8:21 PM (Viewed 2/5/2018 8:22 PM)

Nina Minster (8182124346)

Proof that you're Jewish and you had a bar mitzvah

2/5/2018 8:22 PM

iPhone (+18182667712)

Haha!



2/7/2018 4:56 PM (Viewed 2/7/2018 5:02 PM)

Nina Minster (8182124346)

Thyme flavonoids relax tracheal and ileal muscles, which are involved in coughing, and also reduce inflammation and headaches (Give these home remedies for headaches a try too). For a homemade tea, mix 2 teaspoons crushed leaves in 1 cup boiling water, cover, then steep for 10 minutes and strain.

2/7/2018 4:57 PM (Viewed 2/7/2018 5:02 PM)

Nina Minster (8182124346)

Thyme essential oil, which is obtained from its leaves, is often used as a natural cough remedy. In one study, a combination of thyme and ivy leaves helped to alleviate coughing and other symptoms of acute bronchitis. Next time you're faced with a cough or sore throat, try drinking some thyme tea

2/9/2018 7:04 PM

iPhone (+18182667712)

Maybe this attorney has the damn FLU or something!

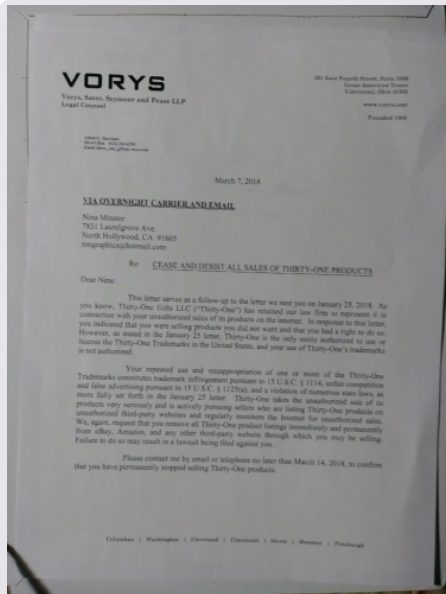
2/9/2018 7:05 PM

Nina Minster (8182124346)

Lol

3/8/2018 3:28 PM (Viewed 3/8/2018 3:41 PM)

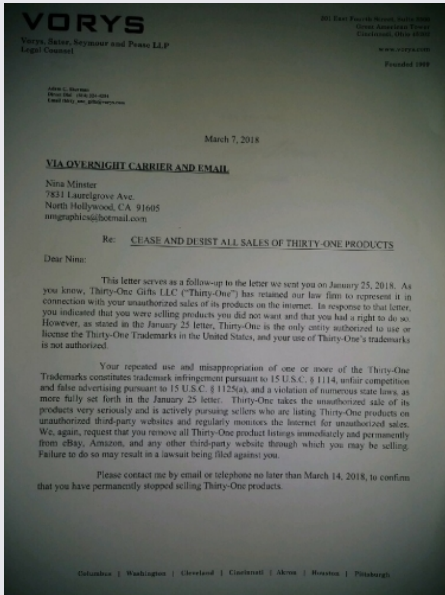
Nina Minster (8182124346)



Lol

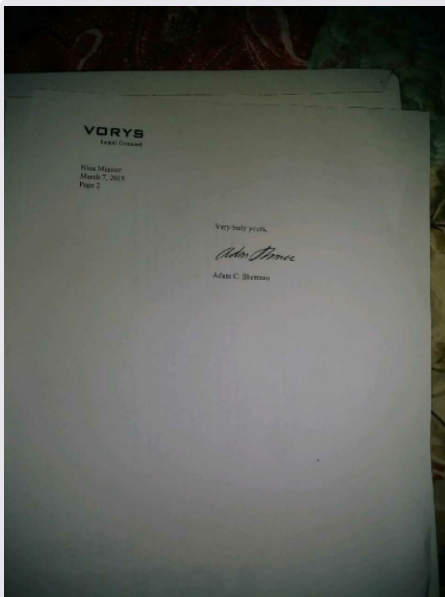
3/8/2018 3:28 PM (Viewed 3/8/2018 3:41 PM)

Nina Minster (8182124346)



3/8/2018 3:28 PM (Viewed 3/8/2018 3:41 PM)

Nina Minster (8182124346)



3/11/2018 11:38 PM

iPhone (+18182667712)

Anything from attorney?

3/11/2018 11:51 PM

Nina Minster (8182124346)

Nope not a thing...lol

3/11/2018 11:52 PM

iPhone (+18182667712)

Okay.

3/14/2018 10:11 PM

iPhone (+18182667712)

Anything from homeboy?

3/14/2018 10:11 PM

Nina Minster (8182124346)

Nope nothing yet

3/14/2018 10:11 PM

iPhone (+18182667712)



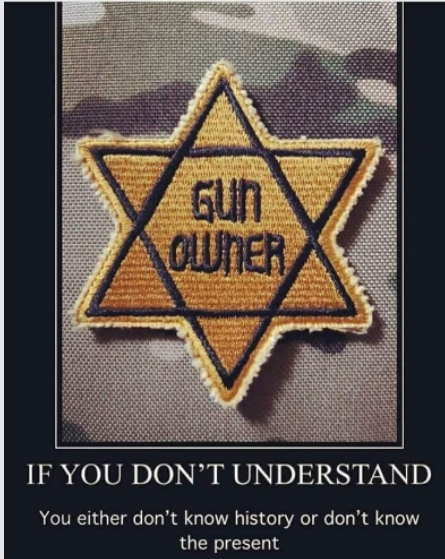
3/27/2018 3:26 PM

Nina Minster (8182124346)

In a meeting, call you right back.

3/27/2018 4:19 PM (Viewed 3/27/2018 4:24 PM)

Nina Minster (8182124346)



3/27/2018 5:44 PM (Viewed 3/27/2018 6:38 PM)

Nina Minster (8182124346)

I'll call you right black.

3/27/2018 6:42 PM (Viewed 3/28/2018 8:55 AM)

Nina Minster (8182124346)

I was just thinking about the recent events here & abroad. I realized that these people I have been arguing with are actually right, nobody needs a gun anymore. It's 2018, only the military should have guns. When this realization came to me I was suddenly inundated with even more realizations. I believe I achieved TOTAL ENLIGHTENMENT.

The world would be a better place if everybody could only possess that which they NEED. I'm calling for the immediate & unconditional ban of the following un needed possessions...

Guns. (What is this the wild west?)

Bows & Arrows. (What are you an elf or something?)

Crossbows. (What are you Darryl Dixon or something?)

Swords. (Seriously, we don't duel anymore, what are you a samurai or something?)

Knives over 2 inches long. (I mean really? What are you a butcher or something?)

Boomerangs. (Are you an Aborigine?)

Baseball bats, Hockey sticks, Tennis, Racquetball & Badminton racquets. (I mean really?

What are you a professional athlete or something?)

Baseball gloves... (Just to be thorough)

Balls. (They can be thrown hard & are dangerous ESPECIALLY footballs, in addition to being throwable they are pointy &, therefore doubly dangerous as well as unnecessary & nobody needs one unless they are in the NFL.)

Hand & power tools. (Who are you a Property Brother or something?)

Boats. (What are you an explorer or a fisherman or something?)

Motorcycles, Jet Skis & Bicycles. You don't need one. They are dangerous & with all of the fatal & serious injuries they cause you've proven you cannot be trusted to operate them safely.

Sports cars. Dangerous

SUVs. Dangerous

EVERYONE that needs a car can have a midsize sedan.

Actually, NOBODY needs a car either. NO MORE CARS OR TRUCKS of ANY kind.

Dogs. NOBODY NEEDS a dog. (What is this, the dark ages where you need a trained animal to protect your flock of sheep from ravening wolves?) Actually, nobody NEEDS a pet, so no more pets, period.

Children.

3/27/2018 6:43 PM (Viewed 3/28/2018 8:55 AM)

Nina Minster (8182124346)

Hold on there's more but it won't let me cut and paste

3/27/2018 6:44 PM (Viewed 3/28/2018 8:55 AM)

Nina Minster (8182124346)

Children. Of all these things quite possibly the most dangerous, deadly & unpredictable one is this baby right here. You don't NEED one let alone more than one. You don't know what you are doing. You can't predict what they will do from one day to the next as they grow into adults. Sure, most of them turn out OK, but the alternative can range from a simple family embarrassment to a mass murderer. Because of all of the abuses & epic failures, NOBODY can be trusted to have children anymore.

Beginning Monday morning, we should all surrender these dangerous & un needed items to our nearest Government representative.

See you all in line.

4/2/2018 12:40 PM

Nina Minster (8182124346)

NOTICE OF LEVY

TO THE PERSON NOTIFIED: CDTA ACCOUNT NUMBER: SN 50 10000000

MINISTER NINA KATELYN  
3521 LAUREL DRIVE  
NORTH HOLLYWOOD, CA 91605

AMOUNT DUE \$14,527.00

Monthly Interest Rate: 0.0000  
Unpaid Tax Principal: \$5,245.19  
Date of Next Interest Accrual: 4/1/18  
Interest owed to the Account: \$45.00

The California Department of Tax and Fee Administration (CDTFA) seeks to levy upon property in which the taxpayer debtor has an interest and apply it to the satisfaction of a tax liability, as shown above.

Identification of Taxpayer Debtor (any or all of the named parties):  
NINA KATELYN MINSTER  
3521 LAUREL DRIVE  
NORTH HOLLYWOOD, CA 91605

FROM:  
The property to be levied upon is described as:  
All interest, debts, claims and other personal property, in your possession or under your control, belonging to the above-named taxpayer debtor.

You are notified in the capacity of a person in possession of interest owed to the debtor.  
You must fully comply with the levy or complete the returnable side and mail or deliver this notice to the CDTFA within 10 days after service. You should make a copy of your response for your records, as required.  
Please read the enclosed Notice of Levy—Information Sheet.

RETURN RESPONSE TO:  
Notice of Levy with return on: March 30, 2018

KATELYN MINSTER  
NINA KATELYN MINSTER FOR CDTFA OFFICER  
TELEPHONE: 1-800-252-8073

CALIFORNIA DEPARTMENT OF  
TAX AND FEE ADMINISTRATION  
25300 MADISON MOUNTAIN PKWY, STE. 330  
SANTA CLARITA, CA 91350-6000

4/2/2018 12:40 PM

Nina Minster (8182124346)

RETURNABLE OF GARNISHEE

CDTFA ACCOUNT NUMBER: SN 50 10000000

Notice to person (CDTFA) with notice of levy.

Under penalty of perjury, I declare that I am the person in possession of interest owed to the debtor.

The Returnable of Garnishee does not apply to garnishment of savings.

1. The amount is enclosed in the amount of \$ \_\_\_\_\_ which was withdrawn from the taxpayer debtor on \_\_\_\_\_.  
2. The last known address of the taxpayer debtor is \_\_\_\_\_.  
3. If you will not deliver to the levying officer any property interest owned, describe the property and the reason for not delivering it: \_\_\_\_\_.  
4. Describe any property of the taxpayer debtor and interest upon which is your possession or under your control: \_\_\_\_\_.  
5. If you need to pay to the taxpayer debtor which you will not pay to the levying officer, describe the amount and terms of the obligation and the reason for not paying to the levying officer: \_\_\_\_\_.  
6. Describe the amount and terms of any obligation owed to the taxpayer debtor that is levied upon but not paid that you and payee: \_\_\_\_\_.  
7. Describe the amount and terms of any obligation owed to the taxpayer debtor that is not levied upon: \_\_\_\_\_.  
8. Describe any claims and rights of other persons to the property or obligation levied upon that are known to you and the taxpayer and address of the other persons: \_\_\_\_\_.  
If you need more space to provide the information requested by this notice, you may attach additional pages.  
Total number of pages attached: \_\_\_\_\_

DECLARATION  
I declare under penalty of perjury that the information provided on this notice is true and correct.

Signature: \_\_\_\_\_  
Date: \_\_\_\_\_

FROM CDTFA ONLY  
MINISTER NINA KATELYN, 3521 LAUREL DRIVE, NORTH HOLLYWOOD, CA 91605  
TELEPHONE: 1-800-252-8073  
KATELYN MINSTER  
March 30, 2018

Nina Minster (8182124346)



Nina Minster (8182124346)



According to Gary he was already down there over the weekend and yesterday talking to them so I don't know why she would tell me to send the money.!! I don't owe Gary anything. I called her back she didn't answer the phone I left her a message saying I talked to an attorney and I don't owe you any money because I don't owe Gary any money. I don't need to return any piece of paper because I am not legally not involved in his tax problems. thank you and goodbye.

4/3/2018 12:34 PM

iPhone (+18182667712)

Just send the paper back and fill in "0".

4/3/2018 12:44 PM

Nina Minster (8182124346)

Why bother I don't even have a stamp but that's besides the point why bother

4/3/2018 12:44 PM

Nina Minster (8182124346)

How can I be legally responsible for his problems

4/3/2018 12:44 PM

Nina Minster (8182124346)

And he's getting a s\*\*\* ton of customers right now coming to him and freaking out so he still hasn't come here to finish fixing my truck

4/3/2018 12:45 PM

iPhone (+18182667712)

Then don't

4/3/2018 12:45 PM (Viewed 4/3/2018 12:46 PM)

Nina Minster (8182124346)

Well it's a question I mean really what can they do to me if I don't send back the paper

4/3/2018 12:46 PM

iPhone (+18182667712)

Nothing

4/3/2018 12:46 PM

Nina Minster (8182124346)

Well then I'll save myself the \$0.51 stamp 😊😊😊

4/3/2018 12:47 PM

Nina Minster (8182124346)

But I did borrow Marty's car yesterday and finally got to the gym did 30 minutes of the elliptical and it kicked my ass cuz my ankle hurts but I still did it

4/3/2018 12:48 PM

iPhone (+18182667712)

Good

4/3/2018 12:48 PM

iPhone (+18182667712)

Keep it up

4/3/2018 12:49 PM

Nina Minster (8182124346)

Hell yeah I got to win this 90-day challenge

4/3/2018 9:08 PM (Viewed 4/3/2018 10:36 PM)

Nina Minster (8182124346)

Oh my God you'll never believe who I finally found on Facebook I'll just tell you Joe Bongiorno and Josh Glover remember the guys from Starlight roller rink who always wore the bandanas Joe was the albino guy and Josh was his buddy!!!! Two and a half hour conversation with Joe I still love that guy he's such a great person talk to Josh for about 10 minutes he just moved down to the valley and going through a divorce.... can't wait to see both of them and not together because I don't think they talk anymore

5/19/2018 11:29 AM (Viewed 5/19/2018 12:06 PM)

Nina Minster (8182124346)

Hey call me when you have a chance to talk for at least an hour LOL

5/19/2018 11:30 AM (Viewed 5/19/2018 12:06 PM)

Nina Minster (8182124346)

Need legal advice

7/2/2018 2:21 PM

iPhone (+18182667712)

<https://youtu.be/gT0fQAMNVOE>

9/16/2018 11:53 AM (Viewed 9/16/2018 11:58 AM)

Nina Minster (8182124346)

They say it's your birthday you're old you're super old how's it feel to be old I could tell you since I'm older hahaha happy birthday

9/17/2018 5:30 PM

Nina Minster (8182124346)

I'll call you right back.

10/14/2018 9:10 AM (Viewed 10/14/2018 2:13 PM)

Nina Minster (8182124346)

Hey, when you have some time .I need to hit you up on some questions about what my boyfriend Steven can do with his family members because his mother went from 50 to 95% Alzheimer's . she's now asking her youngest son if they're related. There's been a lot of other things besides that I can tell you on the phone.  
She has no trust and no Will but owns a house and obviously they don't want to lose the property .  
We also have medical questions to ask and I know you know something about this after dealing with it was Grandma.

10/16/2018 9:19 PM

iPhone (+18182667712)

**ELIZABETH WARREN'S**



**DNA RESULTS**

10/16/2018 9:21 PM

Nina Minster (8182124346)

Lol



10/16/2018 9:23 PM

Nina Minster (8182124346)



10/16/2018 9:23 PM

iPhone (+18182667712)

That's funny !

10/16/2018 9:25 PM

Nina Minster (8182124346)



10/16/2018 9:38 PM

Nina Minster (8182124346)

Are you still out of town

10/16/2018 9:38 PM

Nina Minster (8182124346)

I'm going to Universal this Sunday

10/16/2018 9:39 PM

Nina Minster (8182124346)

I just bought my ticket

10/16/2018 9:39 PM

iPhone (+18182667712)

I don't think I will be local

10/16/2018 9:40 PM

Nina Minster (8182124346)

Ok... it took forever for me to figure out what day we were going so that's the day

10/16/2018 9:40 PM

iPhone (+18182667712)

Gotcha

10/16/2018 11:10 PM

Nina Minster (8182124346)



One more

10/16/2018 11:11 PM

iPhone (+18182667712)

Bahh

10/17/2018 7:54 PM

Nina Minster (8182124346)

Thank you for the last few hours of your time Steve really appreciate the information so do I

10/17/2018 7:55 PM

iPhone (+18182667712)

Your welcome

10/17/2018 7:56 PM

iPhone (+18182667712)

I don't see Michael on Deb's FB anymore, what happened?

10/17/2018 8:00 PM

iPhone (+18182667712)

Better have my \$5 bucks ready...lol

10/17/2018 8:00 PM (Viewed 10/17/2018 8:01 PM)

Nina Minster (8182124346)

Lol

10/17/2018 8:01 PM

iPhone (+18182667712)



10/17/2018 8:01 PM

Nina Minster (8182124346)

Why is Michael not on her fb ?

10/17/2018 8:02 PM

iPhone (+18182667712)

I Don't know? Is he on your FB?

10/17/2018 8:04 PM

Nina Minster (8182124346)

Let me see

10/17/2018 8:08 PM

Nina Minster (8182124346)

I think he closes Facebook for a while I'm asking Jonathan

10/17/2018 8:09 PM

iPhone (+18182667712)

Keep me out of the convo

10/17/2018 8:09 PM

Nina Minster (8182124346)

Of course

10/17/2018 8:10 PM

iPhone (+18182667712)

You can "close" fb?

10/17/2018 8:10 PM

Nina Minster (8182124346)

You can deactivate it for a while and then come back my friends do it all the time

10/17/2018 8:10 PM

iPhone (+18182667712)

I did not know that...cool!

10/17/2018 8:11 PM

Nina Minster (8182124346)



10/17/2018 11:26 PM

Nina Minster (8182124346)



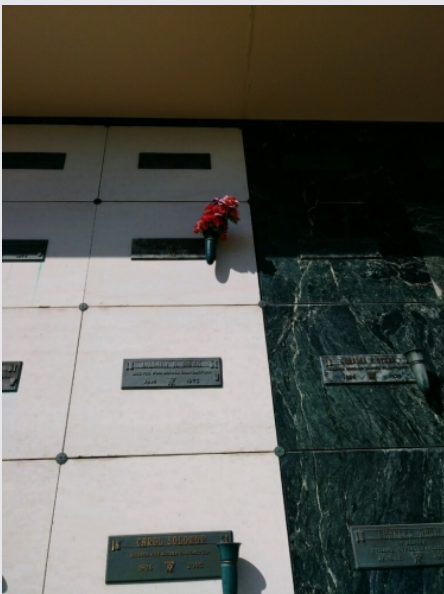
10/17/2018 11:26 PM

Nina Minster (8182124346)



10/17/2018 11:27 PM

Nina Minster (8182124346)



10/17/2018 11:28 PM

Nina Minster (8182124346)



10/17/2018 11:28 PM

Nina Minster (8182124346)



10/18/2018 11:23 AM

Nina Minster (8182124346)

Hey so Steve wants to know if you can call him and then three-way with his sister and her husband and talk to them about a living trust and how they would transition into that and then into a reverse mortgage they're available sometime today

10/23/2018 1:55 PM (Viewed 10/23/2018 6:23 PM)

Nina Minster (8182124346)

Hey so ,I don't know what time on Saturday that Steven is getting together with the other five siblings but they would like to talk to you !!!!! Time TBD  
So you can tell them everything that you suggest ,that they do to take care of their mother...( her doctor appointment is October 31st they currently have her on an antibiotic I hope they're giving it to her...)  
with the trust, the will, and the reverse mortgage..  
My suggestion is again you tell them "you could do all that needs to be done with the attorney Jonathan "(whatever his. Last name is)  
do not mention that we are related just tell them that I'm your friend and Council you're my legal department ..  
I don't want them using it against Steven

10/25/2018 9:34 PM

iPhone (+18182667712)

<https://youtu.be/zXdM1rqSISQ>

10/27/2018 12:22 AM (Viewed 10/27/2018 7:40 AM)

Nina Minster (8182124346)

Don't forget your 1 p.m. appointment with Steven and the family tomorrow I'm going to call you and then you call them and I'm going to be on silent the whole time so you will just pretend I'm not there it's just so I can help Steve and remember what is being said.

10/27/2018 11:48 AM (Viewed 10/27/2018 12:26 PM)

Nina Minster (8182124346)

You better wake up and have some coffee before they call you in an hour and fact I'll call you and then you call call Steve Mack I'm going to call you back in 15 minutes to make sure you're up

10/27/2018 12:55 PM

Nina Minster (8182124346)

Ok call 818 362 8486

10/27/2018 12:55 PM

iPhone (+18182667712)

Now?

10/27/2018 12:56 PM

Nina Minster (8182124346)

Yes

10/27/2018 12:56 PM

iPhone (+18182667712)

Okay

10/27/2018 12:56 PM

Nina Minster (8182124346)

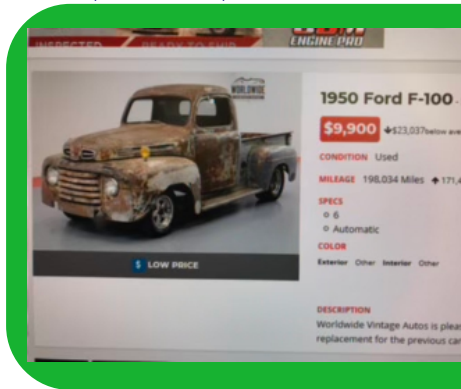
N call me first

10/27/2018 12:56 PM

iPhone (+18182667712)

Calling now

10/27/2018 2:26 PM  
iPhone (+18182667712)



10/27/2018 2:35 PM (Viewed 10/27/2018 2:36 PM)

Nina Minster (8182124346)

<https://losangeles.craigslist.org/sfv/cto/d/1950-ford-f1/6722892420.html>

10/27/2018 2:36 PM

Nina Minster (8182124346)

Here's the ford

10/27/2018 2:44 PM (Viewed 10/27/2018 3:00 PM)

Nina Minster (8182124346)

Hey you should reply on Craigslist tonight ask him what he's looking for in dollar amount

10/27/2018 9:13 PM

Nina Minster (8182124346)



Here is all the siblings and their mom they're standing in order from left to right so the one in the white shirt is Steven.  
Shawn, Steven, Stacy, Seth, Stephanie., Sarah.

10/27/2018 9:15 PM

iPhone (+18182667712)

Nice!

10/27/2018 9:15 PM

iPhone (+18182667712)

Dodgers blow!

10/27/2018 9:16 PM

Nina Minster (8182124346)

I told Steven to get a photo of the family because who knows how much longer she's going to even be around and they haven't had a family photo for a while we're all six of them are in the same spot with her

10/27/2018 9:16 PM

Nina Minster (8182124346)

I thought the Dodgers were winning

10/27/2018 9:16 PM

iPhone (+18182667712)

9-6 game over

10/27/2018 9:17 PM

iPhone (+18182667712)

5 runs in the 9th

10/27/2018 9:17 PM

iPhone (+18182667712)

Joke!

10/27/2018 9:18 PM

Nina Minster (8182124346)

Shit they lost so that is that being her out of the series

10/27/2018 9:18 PM

iPhone (+18182667712)

3-1 Boston

10/27/2018 9:18 PM

Nina Minster (8182124346)

Oh so I don't even know what that means they're not out of the World Series it's the Dodgers against Boston the Red Sox

10/27/2018 9:19 PM

iPhone (+18182667712)

Dodgers MUST win tomorrow's game

10/27/2018 9:19 PM

Nina Minster (8182124346)

Awww

10/27/2018 9:22 PM

iPhone (+18182667712)

11 DOA in synagogue shooting today

10/27/2018 9:23 PM

Nina Minster (8182124346)

Yeah I know some asshole ran in and said he was a Nazi and all you should do it happened in the hometown of one of my friends that's lived here for a while but goes home to Pittsburgh all the time she just came back from there... bucking sad and then martys yelling never tell anyone you're a Jew then they fucking kill you...  
I guess it's good to say you're nothing and don't go to a synagogue or church or anywhere else

10/27/2018 9:24 PM

iPhone (+18182667712)

Worst killing of Jews in U.S history

10/27/2018 9:25 PM

Nina Minster (8182124346)

Really, it is.  
well this is getting out of fucking control...  
I thought this happened a few years back maybe that was a church and not a synagogue although I could have sworn it was a synagogue and I don't remember how many died people are out of their fucking minds and the cops should have just killed this motherfucker instead of capturing him



10/27/2018 9:26 PM

iPhone (+18182667712)

The shooter stated "all Jews must die"

10/27/2018 9:26 PM

Nina Minster (8182124346)

That's what I said up above but obviously voice recognition changed my words..lol

10/27/2018 9:26 PM

iPhone (+18182667712)

Shooter was shot several times in the chest from what understand

10/27/2018 9:27 PM

Nina Minster (8182124346)

Yeah ,but he didn't die... so they didn't do it right...

10/27/2018 9:27 PM

iPhone (+18182667712)

2 people in critical condition

10/27/2018 9:32 PM

iPhone (+18182667712)

Another amber alert WTF is going on today

10/27/2018 9:34 PM (Viewed 10/27/2018 9:35 PM)

Nina Minster (8182124346)

The world's gone crazy and I just read an entire article saying that there has been a couple attacks on Jews lately 3 killed and another spot 6 in another spot and it was last year when the guy killed 26 guys in the church yeah now it's just a time to just say you're just a human and you don't believe in anything

10/27/2018 9:36 PM

iPhone (+18182667712)

You have to be careful today for sure

10/27/2018 9:36 PM

iPhone (+18182667712)

Shit can happen anywhere at anytime

10/27/2018 9:37 PM

iPhone (+18182667712)

Must be aware of your surroundings at all times

10/27/2018 9:39 PM

iPhone (+18182667712)

It's really a shame, if the synagogue had an armed guard this may not have happened at all

10/27/2018 9:39 PM

Nina Minster (8182124346)

That's exactly what president Trump said

10/27/2018 9:39 PM

Nina Minster (8182124346)

Yeah I'm always aware of my surroundings I'm always looking around and seeing what's going on cuz I don't trust nothing and no one

10/27/2018 9:42 PM

iPhone (+18182667712)

churches, synagogues, schools, etc.... all need an armed guard(s) when 100 or more people are present

10/27/2018 9:45 PM

iPhone (+18182667712)

I can't even imagine the pain those families are experiencing tonight

10/27/2018 9:46 PM

iPhone (+18182667712)

It's just horrible.

10/27/2018 9:49 PM

Nina Minster (8182124346)

It's saddening and I think that even if you have 50 people present at a church or synagogue you should definitely have armed guards and I think every school should have armed guards at every entrance and every exit that way no one will ever do anything and you can hire ex-military that are of sound mind and get our veterans off the street

10/27/2018 9:49 PM

iPhone (+18182667712)

I want to break the cowards neck with my bear hands for what he did to those innocent people praying — send him to me!

10/27/2018 9:50 PM

Nina Minster (8182124346)

They were in the middle of a brisk...even worse...

10/27/2018 9:52 PM

iPhone (+18182667712)

Bris or Brit milah

10/27/2018 9:52 PM (Viewed 10/27/2018 9:53 PM)

Nina Minster (8182124346)

Bris...lol

10/27/2018 9:53 PM

Nina Minster (8182124346)

The cutting of skin...of the boy

10/27/2018 9:53 PM

iPhone (+18182667712)

Yes. Also the naming of the child

10/27/2018 9:55 PM (Viewed 10/27/2018 9:56 PM)

Nina Minster (8182124346)

Yes all that...sad n im sad for the ppl

10/27/2018 9:56 PM

Nina Minster (8182124346)

I'm sad for us Jews

10/27/2018 9:56 PM

iPhone (+18182667712)

Hate is no good

10/27/2018 9:57 PM

Nina Minster (8182124346)

Nope...it never is

10/28/2018 9:09 PM (Viewed 10/28/2018 10:35 PM)

Nina Minster (8182124346)

It appears Stevens mother is suffering a stroke 911 took her to the hospital, the older brother n his wife followed to the hospital..

10/28/2018 10:35 PM

iPhone (+18182667712)

Wow

10/28/2018 10:37 PM

Nina Minster (8182124346)

They are admitting her now to a room

10/28/2018 10:37 PM

iPhone (+18182667712)

I guess she is going to see a doctor now...

10/28/2018 10:38 PM

Nina Minster (8182124346)

Yep...

10/30/2018 8:57 PM (Viewed 10/31/2018 7:31 AM)

Nina Minster (8182124346)

Call when you can

10/31/2018 9:35 AM

iPhone (+18182667712)

Avoid the 170 freeway at Sherman way; there is jumper in a Joker costume on top of the walkway!

10/31/2018 9:35 AM

iPhone (+18182667712)

You just can't make this shit up...LMAO!

10/31/2018 9:38 AM

Nina Minster (8182124346)

Omg. ..that's diking funny

10/31/2018 9:45 AM

iPhone (+18182667712)



10/31/2018 10:10 AM (Viewed 10/31/2018 10:11 AM)

Nina Minster (8182124346)

Maybe he's not really jumping maybe he's just wishing people HaPpy Halloween...lmfao

10/31/2018 10:11 AM

iPhone (+18182667712)

freeway is shutdown

10/31/2018 10:12 AM

Nina Minster (8182124346)

Of course it is

10/31/2018 4:22 PM

iPhone (+18182667712)

Sorry, I can't talk right now.

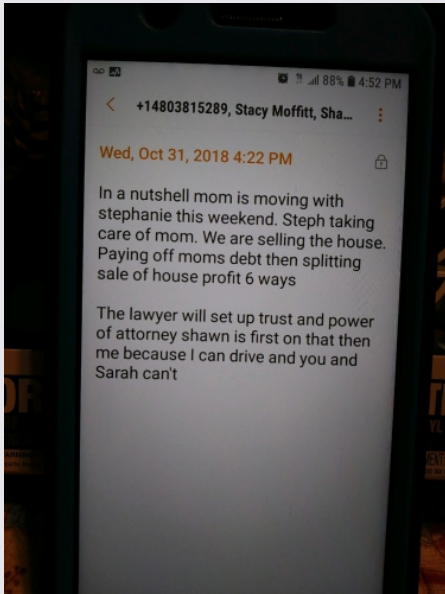
10/31/2018 4:23 PM (Viewed 10/31/2018 4:35 PM)

Nina Minster (8182124346)

Ok

10/31/2018 4:53 PM (Viewed 10/31/2018 5:15 PM)

Nina Minster (8182124346)



This is what has been said to Steven in a nutshell

10/31/2018 5:07 PM (Viewed 10/31/2018 5:15 PM)

Nina Minster (8182124346)

They supposedly found some attorney that specializes in emergency trust and is going to cost him about \$9,500 to get the paperwork together so that they can sell the house and use as little as possible money to take care of her so that they then can / 6 later

10/31/2018 5:54 PM

Nina Minster (8182124346)

Some lawyers trying to convince them that probate takes 40% of the proceeds ....and they are trying to stronghold Steven into signing some papers Friday afternoon to allow them to get the paperwork together to take the house away from lorie and sell it . I told him don't sign anything in fact you're not even going to the hospital on Friday to make them make you sign a piece of paper ,and witness their mother signing a piece of paper... that you'll just ask that lawyer for the paper so that someone else can read it over first. they are not at all liking the fact that Steve has a brain

10/31/2018 5:55 PM

iPhone (+18182667712)

We can do it for less than \$4,000

10/31/2018 5:55 PM

iPhone (+18182667712)

Why are they wasting time and money with someone else?

10/31/2018 5:57 PM

Nina Minster (8182124346)

His youngest brother is trying tell him that none of the papers are going to go through a court so why is he trying to abdicate himself

10/31/2018 5:57 PM

iPhone (+18182667712)

Outrageous plan selling the house

10/31/2018 5:57 PM

Nina Minster (8182124346)

yeah I know but you can't convince.. people without a proper education or knowledge of the legal system who all they see are dollar signs. .

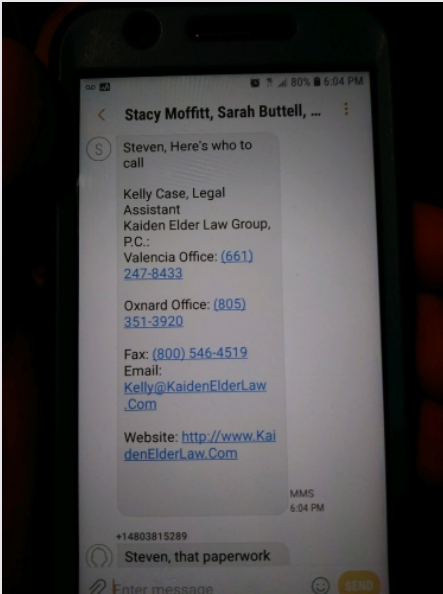
10/31/2018 5:58 PM

iPhone (+18182667712)

Yup

10/31/2018 6:05 PM

Nina Minster (8182124346)



11/1/2018 9:08 AM (Viewed 11/1/2018 9:11 AM)

Nina Minster (8182124346)



Lol...

11/1/2018 9:11 AM

iPhone (+18182667712)

Classic!

11/2/2018 12:13 PM (Viewed 11/2/2018 12:14 PM)

Nina Minster (8182124346)

She's a sleep can't even open her eyes for 5 sec..has no idea who steve is..it appears..

11/2/2018 12:16 PM

iPhone (+18182667712)

She cannot lawfully sign that document.

11/2/2018 12:18 PM

Nina Minster (8182124346)

The doctor said as long as she shakes her head yes or Whispers yes that's good enough medically for him

11/2/2018 12:18 PM

iPhone (+18182667712)

She has the right to counsel

11/2/2018 12:20 PM

iPhone (+18182667712)

What if she does not want her house sold; what if she does not want to move; what if she does not medical treatment; what if...

11/2/2018 12:20 PM

iPhone (+18182667712)

She has the right to counsel

11/2/2018 12:27 PM (Viewed 11/2/2018 12:52 PM)

Nina Minster (8182124346)

Lol...it's not going to happen.. His brother is total taking control...

11/2/2018 12:53 PM

iPhone (+18182667712)

Well, Steve will need to file a lawsuit if he gets the POA to stop it

11/2/2018 1:01 PM

Nina Minster (8182124346)

The nurses said sometimes she sits up and she can hold a small conversation for a minute

11/2/2018 1:01 PM

iPhone (+18182667712)

Great...then she can speak with counsel

11/2/2018 1:02 PM

iPhone (+18182667712)

She has the right to an attorney

11/2/2018 1:10 PM

Nina Minster (8182124346)

It's never going to happen

11/2/2018 1:10 PM

Nina Minster (8182124346)

Who's going to hire her an attorney and pay for that

11/2/2018 1:11 PM

iPhone (+18182667712)

Call me

11/2/2018 1:12 PM

iPhone (+18182667712)

Well. have Lori sign a damn check!

11/2/2018 1:49 PM (Viewed 11/2/2018 1:50 PM)

Nina Minster (8182124346)

Lol...

11/2/2018 1:50 PM

Nina Minster (8182124346)

She has no money...

11/12/2018 2:41 PM

Nina Minster (8182124346)



Grandma's house is up for sale and look they added a bathroom

11/12/2018 2:41 PM

Nina Minster (8182124346)



11/12/2018 2:42 PM

iPhone (+18182667712)

Good luck to them

11/12/2018 2:43 PM

Nina Minster (8182124346)

There's another sign that says I'm gorgeous inside

11/12/2018 2:43 PM

Nina Minster (8182124346)

I'd like to see what they did to it maybe there will be an open house soon

11/12/2018 2:43 PM

iPhone (+18182667712)

Haha

11/17/2018 10:52 PM

iPhone (+18182667712)

<https://youtu.be/DXRkXmEK44U>

11/19/2018 7:00 PM

iPhone (+18182667712)

<https://youtu.be/-Adv0ixd5Os>

11/19/2018 7:11 PM (Viewed 11/19/2018 7:19 PM)

Nina Minster (8182124346)

Lol I be seen this

11/19/2018 11:00 PM (Viewed 11/19/2018 11:08 PM)

Nina Minster (8182124346)

<https://www.facebook.com/anthony.bhimull/videos/1911494988886758/>

11/19/2018 11:08 PM

iPhone (+18182667712)

lol

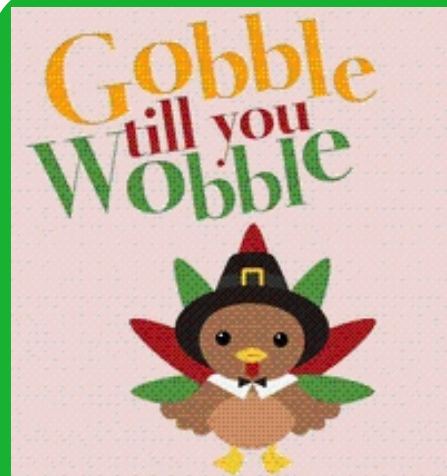
11/20/2018 2:12 PM (Viewed 11/20/2018 2:23 PM)

Nina Minster (8182124346)

Call me when you have a chance I got a good story for you

11/22/2018 3:01 PM

iPhone (+18182667712)





11/22/2018 6:27 PM (Viewed 11/22/2018 6:36 PM)

Nina Minster (8182124346)



Happy thanks giving

11/27/2018 3:16 PM

iPhone (+18182667712)



Bodhi was here!

11/27/2018 3:16 PM

iPhone (+18182667712)

Lol

11/27/2018 3:21 PM

Nina Minster (8182124346)

Lol

11/27/2018 10:08 PM

iPhone (+18182667712)

Tear gas usage at the border, by year, border patrol keeps records:

2012: 26 times  
2013: 27 times  
2014: 15 times  
2015: 8 times  
2016: 3 times  
2017: 18 times

Funny how 2018 is the only time the media has freaked out about it?

11/27/2018 10:10 PM

Nina Minster (8182124346)

Funking ppl

11/28/2018 3:49 PM

iPhone (+18182667712)

Annual cost of illegal immigration by state:

CA.. \$21.8 Billion  
NY.. \$9.5 Billion  
TX.. \$8.9 Billion  
FL.. \$5.5 Billion  
IL.. \$4.6 Billion  
NJ.. \$3.5 Billion  
AZ.. \$2.6 Billion  
GA. \$2.4 Billion

Annual national cost over \$84 Billion

11/28/2018 3:52 PM

Nina Minster (8182124346)

Ugh... that's it I'm moving to a foreign country.... as soon as I possibly can Italy sounds nice

11/29/2018 4:15 PM (Viewed 11/29/2018 4:22 PM)

Nina Minster (8182124346)

Hey can you look up someone's address from Thier license plate number on the car

11/29/2018 4:23 PM

iPhone (+18182667712)

You can't!

11/29/2018 4:25 PM (Viewed 11/29/2018 4:27 PM)

Nina Minster (8182124346)

I know I can't but can you

11/29/2018 4:28 PM

iPhone (+18182667712)

What's the issue?

11/29/2018 4:33 PM

Nina Minster (8182124346)

Sumbitch hit and ran my truck on the off-ramp of the 170 freeway actually drove around me instead of pulling over flip me off and kept going so I chased her and got her license plate I called nine-one-one and they took a full report but I want to find this bitch and fuck her up

11/29/2018 4:34 PM

iPhone (+18182667712)

Any damage?

11/29/2018 4:36 PM

Nina Minster (8182124346)



11/29/2018 4:37 PM

Nina Minster (8182124346)



11/29/2018 4:37 PM

Nina Minster (8182124346)



The bitch who hit me

11/29/2018 4:38 PM

iPhone (+18182667712)

Go to DMV and fill out an accident report; they may give you the registered owners name and address to file a claim with their insurance company...

11/29/2018 4:39 PM

iPhone (+18182667712)

How hard was the hit? Are you okay?

11/29/2018 4:39 PM

Nina Minster (8182124346)

I called 911

11/29/2018 4:40 PM

Nina Minster (8182124346)

Does the HP already came and took a full report of the hit-and-run accident

11/29/2018 4:40 PM

Nina Minster (8182124346)

She hit me hard enough to bend my bumper and bounce off my tire

11/29/2018 4:40 PM

Nina Minster (8182124346)

So far I'm fine

11/29/2018 4:40 PM

Nina Minster (8182124346)

I'll call you right back. I have to file with the insurance first so I'll call you right back

11/29/2018 4:41 PM

Nina Minster (8182124346)

CHP came n took a report

11/29/2018 4:41 PM

iPhone (+18182667712)

Don't speak with anyone until you talk with me

11/29/2018 4:41 PM

Nina Minster (8182124346)

It's fine

11/29/2018 4:41 PM

iPhone (+18182667712)

Okay

11/29/2018 4:46 PM

Nina Minster (8182124346)

I'll call you right back.

11/30/2018 8:28 PM

iPhone (+18182667712)

Jonathan will telephone you on Monday

11/30/2018 9:45 PM

Nina Minster (8182124346)

Ok

12/2/2018 1:10 PM (Viewed 12/2/2018 2:18 PM)

Nina Minster (8182124346)

Steven mom passed away

12/2/2018 2:19 PM

iPhone (+18182667712)

That makes me very sad; please give him my warmest regards

12/2/2018 2:22 PM

Nina Minster (8182124346)

Ironically it's the same day his father came to the house and patched up the hole in our roof and I met his dad... in about the same time that he left she passed away

12/2/2018 2:24 PM

iPhone (+18182667712)

I am afraid to ask but are they even legally divorced?

12/2/2018 2:24 PM

Nina Minster (8182124346)

Oh yeah they're legally divorced...

12/2/2018 2:24 PM

Nina Minster (8182124346)

And I think his father has a life insurance policy on her

12/2/2018 2:25 PM

iPhone (+18182667712)

That's good. They now have burial expenses!

12/2/2018 2:33 PM

Nina Minster (8182124346)

She being cremated

12/8/2018 11:04 AM (Viewed 12/8/2018 11:11 AM)

Nina Minster (8182124346)



Since I don't have one and can't find one anywhere in this house I bought myself one off eBay it is perfect not a flaw in this jacket and now I have part of the Legacy

12/8/2018 11:04 AM (Viewed 12/8/2018 11:11 AM)

Nina Minster (8182124346)



12/8/2018 11:11 AM

iPhone (+18182667712)

Right on!

12/8/2018 11:23 AM (Viewed 12/8/2018 11:25 AM)

Nina Minster (8182124346)

And it fits perfectly as well

12/8/2018 11:23 AM (Viewed 12/8/2018 11:25 AM)

Nina Minster (8182124346)

I'm sure you have some Kaye bros jacket somewhere

12/8/2018 11:25 AM

iPhone (+18182667712)

Nope

12/8/2018 11:27 AM

iPhone (+18182667712)

I had one with "Shawn" embroidered on it but I haven't seen that in a long time...

12/8/2018 11:27 AM

Nina Minster (8182124346)

☺ Ebay. ....

12/8/2018 11:27 AM

Nina Minster (8182124346)

Wow well it's probably somewhere in your house or in your mother's...  
I never had one that I can remember remember and I have no pictures of me in one

12/8/2018 11:27 AM

iPhone (+18182667712)

Did you talk with Jonathan?

12/8/2018 11:29 AM

Nina Minster (8182124346)

Nope he never called

12/8/2018 11:29 AM

Nina Minster (8182124346)

It's been a week now and I'm in no more pain than I was a week ago ,so maybe it's just  
normal stiff neck and lower back pain ..my shoulder don't hurt me no more.

12/8/2018 11:31 AM

iPhone (+18182667712)

okay...I'll send him a text stand by...

12/8/2018 11:31 AM

Nina Minster (8182124346)

Yeah I mean I wanted to go and get it checked out but after a week it just seems kind of fishy  
don't you think

12/8/2018 11:32 AM

iPhone (+18182667712)

no

12/8/2018 11:32 AM

Nina Minster (8182124346)

Ok

12/8/2018 11:32 AM

iPhone (+18182667712)

its not getting better, go to Dr!

12/8/2018 11:32 AM

Nina Minster (8182124346)

Ha

12/8/2018 11:34 AM

iPhone (+18182667712)

the Jacket you bought was/is the best seller

12/8/2018 11:34 AM

iPhone (+18182667712)

most likely from the 70's or early 80's

12/8/2018 11:35 AM

Nina Minster (8182124346)

Really it has the wool material and then Ice Cotton elastic on the bottom and the Beautiful leather sleeves and it has no initials or team name on it whatsoever and it appears to be never worn

12/8/2018 11:35 AM

Nina Minster (8182124346)

I think it could be the seventies obviously before Eddie sold the company

12/8/2018 11:35 AM

iPhone (+18182667712)

most likely

12/8/2018 11:35 AM

Nina Minster (8182124346)

It still has the Kaye Brothers other tag in the pocket

12/8/2018 11:36 AM

Nina Minster (8182124346)

It's really really nice

12/8/2018 11:36 AM

Nina Minster (8182124346)

Nice cotton\*

12/8/2018 11:36 AM

iPhone (+18182667712)

good find – enjoy!

12/8/2018 11:37 AM

Nina Minster (8182124346)

Super good find and only \$29. + 19 for shipping so worth it

12/8/2018 11:38 AM

iPhone (+18182667712)

nearly 50 years later...you got a jacket!

12/8/2018 11:42 AM

Nina Minster (8182124346)

Lmao... right !

12/8/2018 11:42 AM

Nina Minster (8182124346)

Now that's funny I wonder what your grandpa made the first one wasn't it during the war

12/8/2018 11:43 AM

Nina Minster (8182124346)

I'm pretty sure my brother had one that said Scott but I never got one or I can't remember...

12/8/2018 11:44 AM

iPhone (+18182667712)

I think he began digging the dirt out for the factory around 1927 or so...the factory was around 198/9 and the first jacket shortly thereafter



12/8/2018 11:47 AM

Nina Minster (8182124346)

Oso before the war

12/8/2018 12:13 PM

iPhone (+18182667712)

I believe it was or around the start...all GP's brothers were going but because of GP's foot he could not

12/8/2018 12:13 PM (Viewed 12/8/2018 12:14 PM)

Nina Minster (8182124346)

Yeah but the war with America didn't start until 1941 we all know what was happening to the Jews since 1937

12/8/2018 12:14 PM

Nina Minster (8182124346)

And the roundups in Europe that started in 38, let's not even go there...🙄🙄🙄

12/8/2018 12:19 PM

iPhone (+18182667712)

I think the first know jacket(s) were cut and stitched when GP was around 15 years old (maybe younger) which would be 1932ish

12/8/2018 12:22 PM (Viewed 12/8/2018 12:59 PM)

Nina Minster (8182124346)

Hummm.that might be.. but it's funny grandpa always said when his brothers went to war that he started making the jackets and his mom and sisters were sewing them

12/8/2018 1:17 PM

iPhone (+18182667712)

army/navy football game is on...

12/8/2018 1:17 PM

iPhone (+18182667712)



12/8/2018 1:17 PM

iPhone (+18182667712)

LMAO!

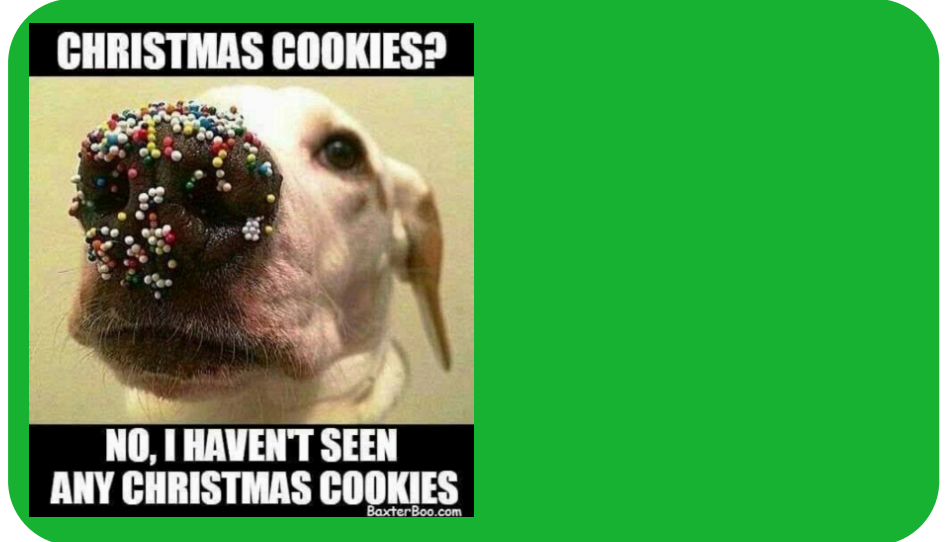
12/8/2018 1:26 PM (Viewed 12/8/2018 1:27 PM)

Nina Minster (8182124346)

Hahahaha

12/8/2018 7:52 PM

iPhone (+18182667712)



12/10/2018 6:16 PM (Viewed 12/10/2018 6:17 PM)

Nina Minster (8182124346)

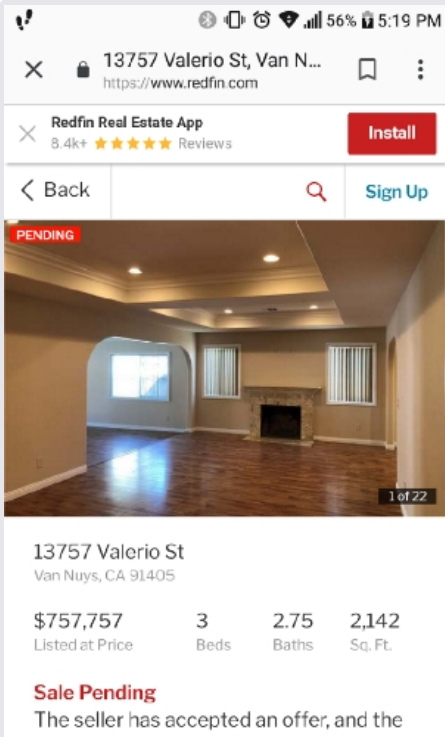


Nina Minster (8182124346)



12/12/2018 6:26 PM

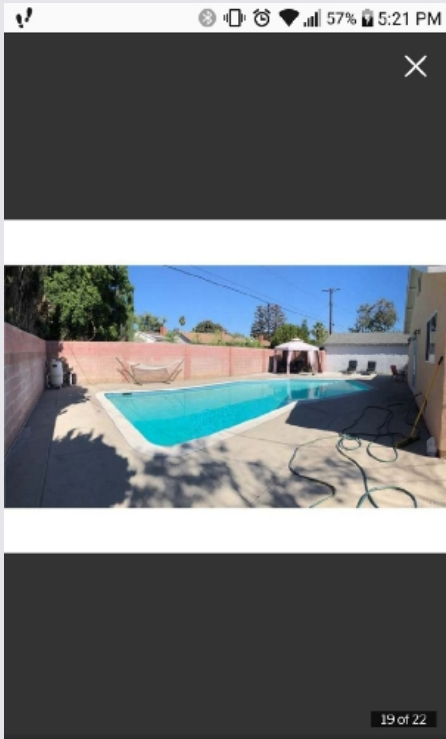
Nina Minster (8182124346)



It's selling for 757,000 wtf

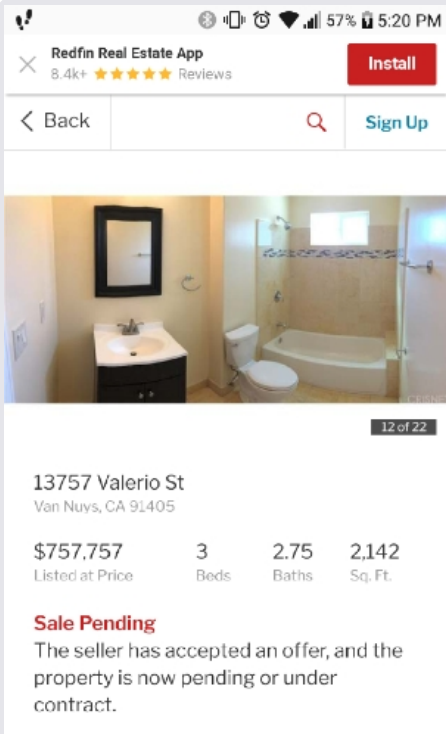
12/12/2018 6:26 PM

Nina Minster (8182124346)

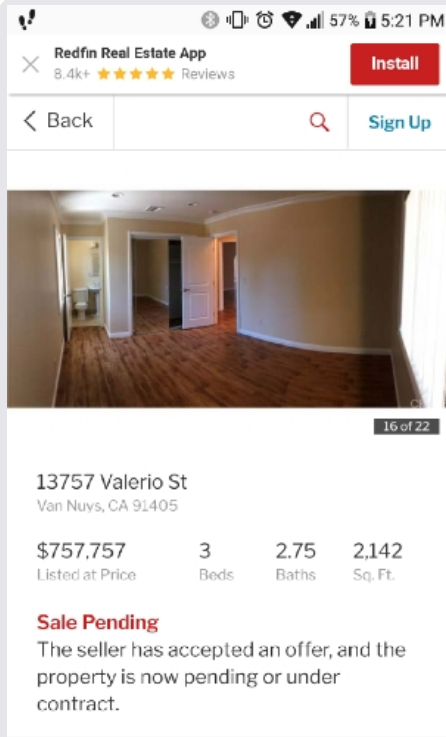


12/12/2018 6:26 PM

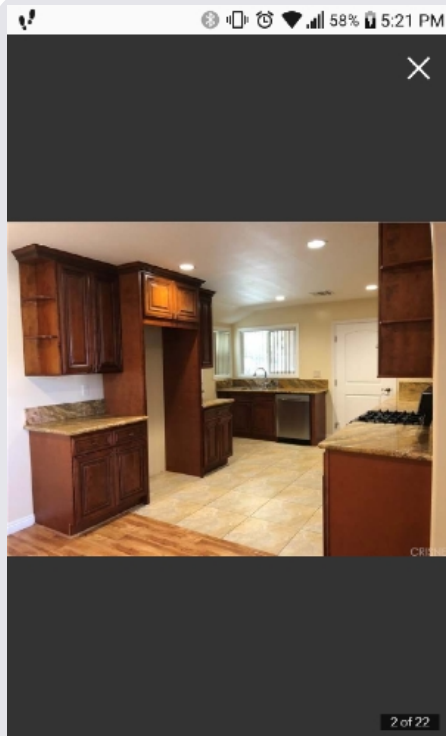
Nina Minster (8182124346)



Nina Minster (8182124346)



Nina Minster (8182124346)



12/12/2018 6:27 PM

Nina Minster (8182124346)



12/12/2018 6:27 PM

iPhone (+18182667712)

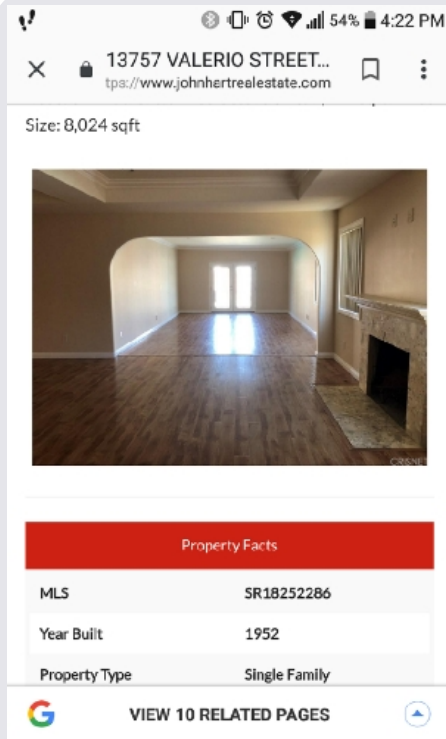
Well the guy put \$250 - 300K into the house

12/12/2018 6:28 PM

Nina Minster (8182124346)

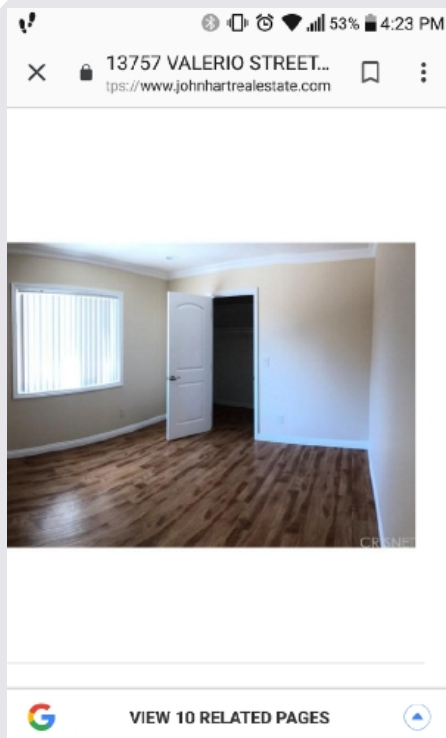
Oh ya for sure

Nina Minster (8182124346)



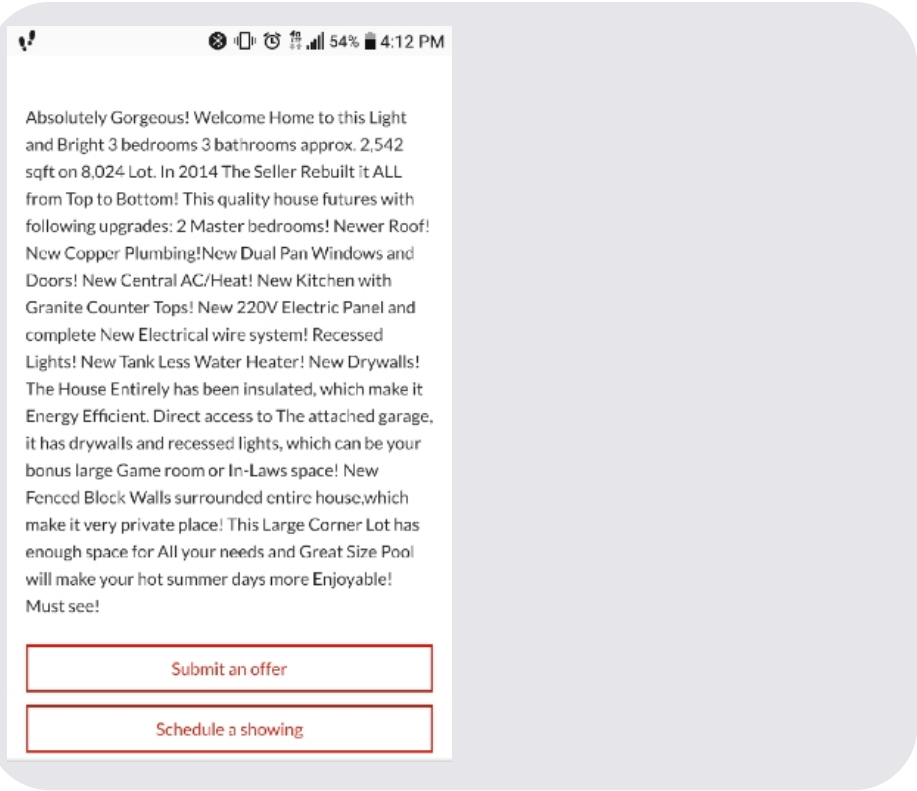
Which room is this

Nina Minster (8182124346)



12/12/2018 6:28 PM

Nina Minster (8182124346)



12/12/2018 6:29 PM

iPhone (+18182667712)

Could be the added room

12/12/2018 6:30 PM

Nina Minster (8182124346)

Maybe but there's no doors to block it off

12/12/2018 6:39 PM

iPhone (+18182667712)

He might get his money back; but it'll be close

12/12/2018 6:40 PM

Nina Minster (8182124346)

Well some one offered him something n a sale is pending

12/12/2018 6:40 PM

iPhone (+18182667712)

Most likely will break even or maybe a small loss

12/12/2018 6:41 PM

Nina Minster (8182124346)

Maybe but it does look nice now

12/12/2018 6:41 PM

iPhone (+18182667712)

Hopefully he treated the termites!

12/12/2018 6:42 PM

iPhone (+18182667712)

Prob why he had to redo the damn house



12/12/2018 6:51 PM

Nina Minster (8182124346)

Well they took out every single Bean that hadn't eaten by the termites they redid everything when I saw the house being redone it was completely gutted

12/12/2018 6:55 PM

iPhone (+18182667712)

Lot of work!

12/12/2018 8:17 PM (Viewed 12/12/2018 8:20 PM)

Nina Minster (8182124346)

Yep lots

12/13/2018 3:22 PM

iPhone (+18182667712)



12/13/2018 3:25 PM

Nina Minster (8182124346)

Where's this...? In Illinois

12/13/2018 3:25 PM

iPhone (+18182667712)

Davenport, Iowa

12/13/2018 3:25 PM

iPhone (+18182667712)

5 mins away

12/13/2018 3:26 PM

iPhone (+18182667712)

Fuck California!

12/13/2018 3:41 PM (Viewed 12/13/2018 4:49 PM)

Nina Minster (8182124346)

Wow

12/16/2018 2:30 PM

iPhone (+18182667712)

<https://www.facebook.com/VT/videos/vb.363765800431935/2230435867014082/?type=2&theater>

12/16/2018 2:48 PM (Viewed 12/16/2018 3:49 PM)

Nina Minster (8182124346)

Oh my God are you getting me one of those

12/16/2018 3:49 PM

iPhone (+18182667712)

LMAO

12/16/2018 6:36 PM

iPhone (+18182667712)

Did you talk with Jonathan?

12/16/2018 6:38 PM

Nina Minster (8182124346)

Yea he called me I think it was tues...  
Said he'd call me again but he's been busy

12/16/2018 6:38 PM

iPhone (+18182667712)

okay...just making sure...he'll get back with you

12/16/2018 6:39 PM

Nina Minster (8182124346)

I went to the chiropractor that also Marcie went to.. so far I'm not even impressed..  
The first time I went he tried to crack my neck and back and nothing would crack .  
The second time I went he wasn't even there so all I did was get on this weird waterbed  
thing for 10 minutes and then some weird rolling machine for 10 minutes and then went  
home .....okay..i go again tomorrow at 345pm...ugh..traffic.

12/16/2018 6:40 PM

iPhone (+18182667712)

lol

12/16/2018 6:41 PM

iPhone (+18182667712)

just keep your appointments

12/16/2018 6:50 PM

iPhone (+18182667712)

I just reviewed all the photos of GM's house. They should have just torn the whole damn thing  
down and started over...

12/16/2018 6:50 PM

iPhone (+18182667712)

what a colossal waste of time and money!

12/16/2018 6:51 PM

iPhone (+18182667712)

perfume on pig

12/16/2018 6:58 PM

Nina Minster (8182124346)

I went online and got all the photos of Grandma's house I'm still trying to figure out where that  
third bathroom is

12/16/2018 6:59 PM

iPhone (+18182667712)

According to my payment calculator, it would require \$151,000 down (20 percent), and a  
whooping \$4,020 a month (30 years mortgage) to live in the Ghetto!!!

12/16/2018 6:59 PM

iPhone (+18182667712)

next....!

12/16/2018 6:59 PM

iPhone (+18182667712)

lol

12/16/2018 6:59 PM

Nina Minster (8182124346)

Wow...that's cra cra

12/16/2018 7:00 PM (Viewed 12/16/2018 7:01 PM)

Nina Minster (8182124346)

Lol... I think it would be a lot more than 4,000 a month because let's not forget about the taxes which is like \$7,500 a year and whatever the interest rates are

12/16/2018 7:01 PM

Nina Minster (8182124346)

Yeah next

12/16/2018 7:01 PM

Nina Minster (8182124346)

Unless I win the lottery I'm not buying Grandma's house

12/16/2018 7:01 PM

iPhone (+18182667712)

over \$9000 in property taxes annually

12/16/2018 7:01 PM

iPhone (+18182667712)

lol

12/16/2018 7:02 PM

Nina Minster (8182124346)

Oh holy shit

12/16/2018 7:06 PM

iPhone (+18182667712)

what?

12/16/2018 7:10 PM

Nina Minster (8182124346)

What?

12/16/2018 9:48 PM

iPhone (+18182667712)



Caption?

12/16/2018 9:50 PM

Nina Minster (8182124346)

Just waiting for the next roll...☺

12/16/2018 9:50 PM

iPhone (+18182667712)

lol

12/21/2018 12:03 PM (Viewed 12/21/2018 1:31 PM)

Nina Minster (8182124346)

Okay I figured out the perfect business for the business where you have people living in there watching it ....

Check this out!!!! you're going to clean the whole place out, get rid of all the fucking garbage... that goddamn useless printing machine.

We're going to paint the walls, my friend does really cute murals of animals People Trees so it could be so animal friendly..make the office better. fixup the bathroom usable for employees n customers if needed. We're going to turn it into a doggie daycare..rid of the cars in the back and all that garbage, that's where dogs can go outside shit. Inside you have sections for small dogs medium dogs and big dogs that get along and me and Steve can run the place.

You can get some income for doing absolutely nothing except the big providing the building!! that will cover your taxes and give you some ex income and we pay for the electricity and the water and the insurance.. for keeping dogs. while their owners work, it's a very successful thing.

And your location is pretty good there are lots of people who need their dogs taken care of while they're at work and they don't want to have some stranger coming in and out of their house.Plus I'm very good with dogs, I can also offer some traning service's make all kinds of money .

Now that's a perfect idea let's get moving on this...

12/26/2018 12:21 AM

Nina Minster (8182124346)

Just a funny fact and actor that I loved for many years on Days of Our Lives named Frank Russell Parker was born July 1st 1939 and died September 16th 2018.. born on my birthday dies on yours☺

12/28/2018 5:27 PM

iPhone (+18182667712)

oh shit...

12/28/2018 5:27 PM

iPhone (+18182667712)

LOL

1/1/2019 12:26 AM (Viewed 1/1/2019 2:38 AM)

Nina Minster (8182124346)

Happy New year

1/1/2019 2:38 AM

iPhone (+18182667712)

Happy new year!

1/9/2019 12:30 PM (Viewed 1/9/2019 1:11 PM)

Nina Minster (8182124346)



Nina Minster

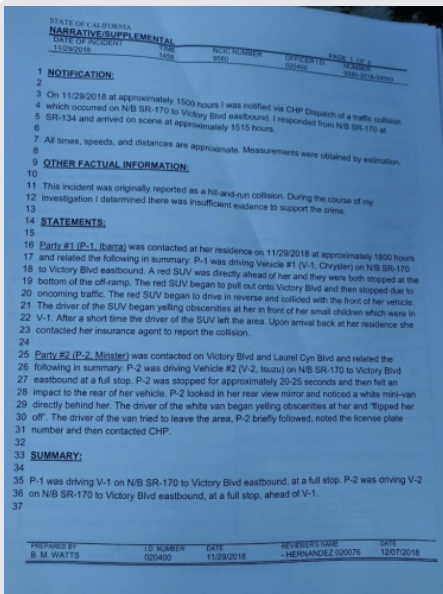
Jan 9, 2013 at 10:22 PM • 🧑🏻

It's been a long over due final chapter in the life of my grandparents and I am glad I got some closure. I got some laughs and I did this mostly with my cousin Shawn and my good friend Rich. My brother and his family also came by, he help with the fridge....LMAO. (inside joke)

Look what came up in Facebook memories..6 yrs... and my grandma is in an unmarked grave for over 8...

1/10/2019 3:51 PM (Viewed 1/10/2019 3:52 PM)

Nina Minster (8182124346)



I love page 3 of this report how I backed up my vehicle and slammed it into the front of hers

1/10/2019 3:57 PM

iPhone (+18182667712)

send me all the pages

1/10/2019 3:58 PM

iPhone (+18182667712)

and that would be page 5 not 3

1/10/2019 4:00 PM

Nina Minster (8182124346)

Lol..

Nina Minster (8182124346)

**1/10/2019 4:00 PM**

Nina Minster (8182124346)

1/10/2019 4:01 PM

iPhone (+18182667712)

1/10/2019 4:01 PM

Nina Minster (8182124346)

1/10/2019 4:01 PM

Nina Minster (8182124346)

1/10/2019 4:02 PM

iPhone (+18182667712)

1/10/2019 4:02 PM

iPhone (+18182667712)

1/10/2019 4:03 PM

iPhone (+18182667712)

1/10/2019 4:04 PM

Nina Minster (8182124346)

[illegible]

1/10/2019 4:04 PM

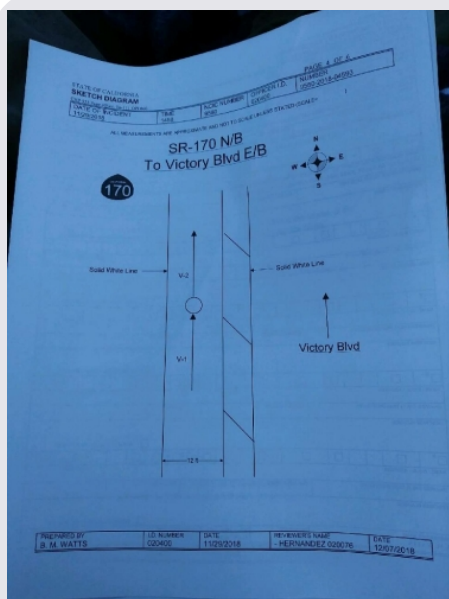
iPhone (+18182667712)

85

Nina Minster (8182124346)

[illegible]

Nina Minster (8182124346)

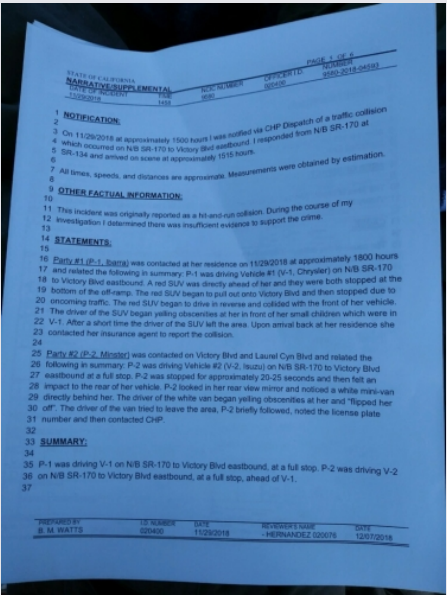


iPhone (+18182667712)

86

1/10/2019 4:05 PM

Nina Minster (8182124346)



1/10/2019 4:11 PM

Nina Minster (8182124346)

Where the fuck is page 2

1/10/2019 4:12 PM

iPhone (+18182667712)

how about page 6

1/10/2019 4:12 PM

Nina Minster (8182124346)

I took pictures and attach them I don't know what the f w the phone

1/10/2019 4:12 PM

iPhone (+18182667712)

lol



1/10/2019 4:13 PM

Nina Minster (8182124346)

1/10/2019 4:13 PM

Nina Minster (8182124346)

Can you forward all of them to Jonathan for me

1/10/2019 4:13 PM (Viewed 1/10/2019 4:15 PM)

Nina Minster (8182124346)

1/10/2019 4:14 PM (Viewed 1/10/2019 4:15 PM)

Nina Minster (8182124346)

Yeah and she was using her kids as the excuse for fleeing the scene of the accident

1/10/2019 4:14 PM (Viewed 1/10/2019 4:15 PM)

Nina Minster (8182124346)

But if you read what she told the investigating officer is that after a short time the driver of the SUV left the area yeah I had to chase her down the Street

1/10/2019 4:14 PM (Viewed 1/10/2019 4:15 PM)

Nina Minster (8182124346)

To get her license plate to call 911 so there will be a recording of that incident if needed

1/10/2019 4:15 PM

Nina Minster (8182124346)

Yes innocent people don't leave the scene of an accident and someone who purposely rear-ends another vehicle chases them down the street so now I'm behind her to get her license plate number

1/10/2019 4:15 PM

Nina Minster (8182124346)

And I've been driving two years longer than she's been alive

1/10/2019 4:16 PM

iPhone (+18182667712)

don't get excited its only a report

1/10/2019 4:16 PM

Nina Minster (8182124346)

I know

1/10/2019 4:16 PM

iPhone (+18182667712)

did you expect to see anything different?

1/10/2019 4:16 PM

Nina Minster (8182124346)

Naw... I'm just excited she had insurance

1/10/2019 4:17 PM

iPhone (+18182667712)

i'll call you in a minute

1/10/2019 4:18 PM

Nina Minster (8182124346)

Ok

1/15/2019 9:38 AM

iPhone (+18182667712)

I win!

1/15/2019 9:59 AM

Nina Minster (8182124346)

Win what?

1/15/2019 9:59 AM

iPhone (+18182667712)

\$5 bucks!

1/15/2019 9:59 AM

Nina Minster (8182124346)

It's not closed

1/15/2019 10:00 AM

iPhone (+18182667712)

it's called divorce!

1/15/2019 10:01 AM

iPhone (+18182667712)

now you learned, never bet against your cuz!

1/15/2019 10:02 AM

Nina Minster (8182124346)

Oh i know all about that.. They haven't been together for years

1/15/2019 10:03 AM

Nina Minster (8182124346)

Jonathan keeps the restaurant n Micheal well go on his merry way..jonathan even keeps x the cleaning business

1/15/2019 10:04 AM

Nina Minster (8182124346)

They sleep in separate room.Micheal has been horrible to him. ..cheated on him. N omg you didn't know the half of it

1/15/2019 10:04 AM

iPhone (+18182667712)

I don't know, or even want to know...

1/15/2019 10:05 AM

Nina Minster (8182124346)

Oh i know it all..jonathan needs a good lawyer..

1/15/2019 10:05 AM

iPhone (+18182667712)

I'll call you in a minute...

1/15/2019 10:06 AM

Nina Minster (8182124346)

I'm so mad at him for allowing what has happen to him happen...but he keeps the restaurant...

1/15/2019 10:06 AM

Nina Minster (8182124346)

No..i just woke up

1/15/2019 10:06 AM

Nina Minster (8182124346)

Call me in an hr..

1/15/2019 10:06 AM

iPhone (+18182667712)

okay

1/15/2019 10:06 AM

Nina Minster (8182124346)

I need coffee n food...doing hair at 1230

1/15/2019 10:10 AM

iPhone (+18182667712)

I take cash, checks, and money orders!

1/15/2019 10:11 AM

iPhone (+18182667712)

no visa or mastercard

1/15/2019 10:11 AM

iPhone (+18182667712)

lol

1/15/2019 10:16 AM

Nina Minster (8182124346)

10 years ago today my mom died..

1/15/2019 10:17 AM

iPhone (+18182667712)

I am aware...

1/15/2019 10:17 AM

Nina Minster (8182124346)

Where 's grandmas plack

1/15/2019 10:17 AM

iPhone (+18182667712)

and your mother is resting on peace!

1/15/2019 10:17 AM

iPhone (+18182667712)

"in"

1/15/2019 10:17 AM

iPhone (+18182667712)

stupid phone

1/15/2019 10:18 AM

Nina Minster (8182124346)

Yep cuz she'd kill Marty if she saw his side of the house

1/15/2019 10:19 AM

iPhone (+18182667712)

LMAO

1/15/2019 11:04 AM

Nina Minster (8182124346)

Did you know parts of the Sportsman's Lodge burned down early this morning between 2 and 4 a.m.

1/15/2019 11:05 AM

iPhone (+18182667712)

wow!

1/15/2019 11:05 AM

iPhone (+18182667712)

no...I did not know that

1/15/2019 11:05 AM

iPhone (+18182667712)

are you ready for my call?

1/15/2019 11:05 AM

Nina Minster (8182124346)

Ya

1/16/2019 1:30 PM (Viewed 1/16/2019 1:44 PM)

Nina Minster (8182124346)

Where did you say to take my truck for an estimate for repair

1/16/2019 1:45 PM

iPhone (+18182667712)

Any body shop to close your house, just ask for an estimate

1/16/2019 1:46 PM

Nina Minster (8182124346)

Ok...I'll look for one

1/16/2019 2:03 PM (Viewed 1/16/2019 5:38 PM)

Nina Minster (8182124346)

Catherine 1-888-263-7287 ext 28526 claim # C01014914

1/16/2019 2:03 PM (Viewed 1/16/2019 5:38 PM)

Nina Minster (8182124346)

Mercury Insurance

1/16/2019 5:36 PM (Viewed 1/16/2019 5:38 PM)

Nina Minster (8182124346)

Eek wanna see a paper Michael is trying to get Jonathan to sign? I told him I wouldn't sign anything this is basically saying any debt in your name is your debt ,whether it's a credit card or an actual bank account..  
which a credit card is issued through a bank...  
And Michael's saying this came from a lawyer..

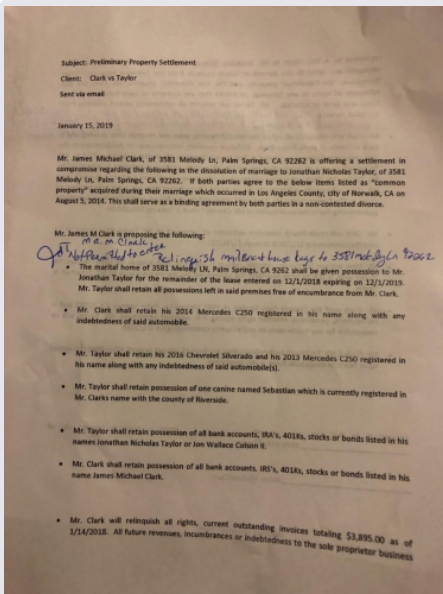
1/16/2019 5:39 PM

iPhone (+18182667712)

Sure

1/16/2019 5:40 PM

Nina Minster (8182124346)



Nina Minster (8182124346)



Nina Minster (8182124346)

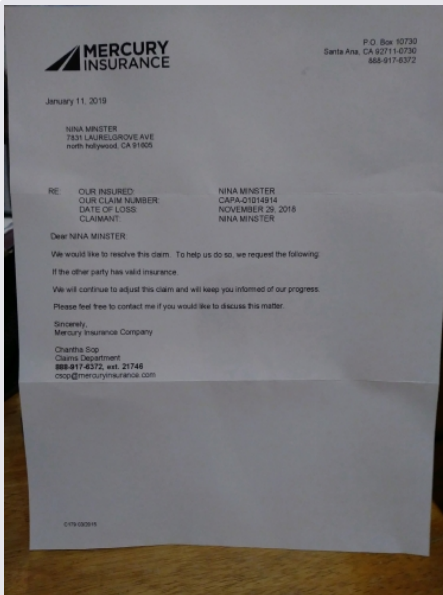
Nina Minster (8182124346)

Nina Minster (8182124346)

93

1/17/2019 12:37 PM (Viewed 1/17/2019 12:41 PM)

Nina Minster (8182124346)



Send this to Jonathan for me

1/17/2019 12:42 PM

iPhone (+18182667712)

Okay

1/17/2019 1:51 PM (Viewed 1/17/2019 1:52 PM)

Nina Minster (8182124346)

So I got a call again from Mercury they said that AAA sent them back a letter stating that the policy was not in force and there is no coverage from the woman who hit me or the owner of the vehicle ..

Mercury ,said that they just want to wrap this up ...and I said well okay if you have the same CHP report that I do that's fine

I have an attorney.. and then she said oh you have an attorney..

I said yes I have injuries so I seek out an attorney..

my neck back and shoulder hurts .. I'm seeking treatment on that .

she said okay well then I can't talk to you anymore.. I said yes I know I can't talk to you anymore either and that's completely fine. she said forward my information to the attorney and I will wait to hear from them.

.I said I did that yesterday when I heard from you, because I hadn't heard from my insurance company for over a month and I was about to call you yesterday and you called me ...

so she said okay thank you so much we will wait to hear from the attorney and we will go from there ...then she said get better and good luck.

1/17/2019 1:54 PM

iPhone (+18182667712)

okay good.

1/17/2019 2:17 PM

Nina Minster (8182124346)

1/17/2019 2:41 PM

Nina Minster (8182124346)

You say that in my phone hangs up on you and then won't let me call you back

1/17/2019 2:41 PM

iPhone (+18182667712)

lol

1/20/2019 4:15 PM (Viewed 1/20/2019 4:31 PM)

Nina Minster (8182124346)

Jonathan pulled up a full police report on Michael and he has had over 86 different addresses multiple phone numbers using multiple names has even stolen Jonathan brother's name from New York to do something with it but we don't know what yet and has warrants out in different states

1/20/2019 4:33 PM

iPhone (+18182667712)

Jonathan should be really careful, "Michael Clark" is a pretty common name

1/20/2019 4:33 PM

Nina Minster (8182124346)

Oh no it's pulled up with his first middle last name social security number and all his family members are listed in everything and he did this with a lawyer

1/20/2019 4:34 PM

iPhone (+18182667712)

I didn't even know Jonathan had a brother

1/20/2019 4:34 PM

iPhone (+18182667712)

Wow!!!!

1/20/2019 4:34 PM

Nina Minster (8182124346)

I did he met him a few years ago



1/20/2019 4:38 PM

iPhone (+18182667712)

"Dirty Michael"

1/20/2019 4:39 PM

iPhone (+18182667712)

Well, it looks like the jig is up...he done got caught with his hand in the cookie jar!

1/20/2019 4:42 PM (Viewed 1/20/2019 4:43 PM)

Nina Minster (8182124346)

Oh yeah and it appears that Bank of America and Wells Fargo is building a fraud case against him.  
Michael opened up a bunch of accounts in Jonathan's name online, that Jonathan had no idea where happening.  
and now that he has criminal evidence of his past I'm sure that that will help the bank prove that it wasn't Jonathan it was Michael

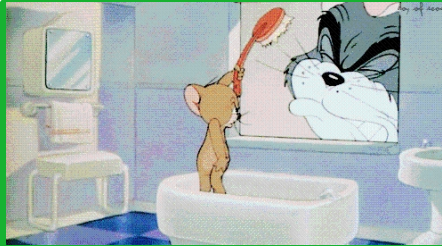
1/20/2019 4:44 PM

iPhone (+18182667712)

Wow!

1/20/2019 5:02 PM

iPhone (+18182667712)



1/20/2019 5:24 PM (Viewed 1/20/2019 6:50 PM)

Nina Minster (8182124346)

Hahaa

1/22/2019 8:48 PM

iPhone (+18182667712)

This is how I roll in Moline...

1/22/2019 8:48 PM

iPhone (+18182667712)



1/22/2019 8:48 PM

iPhone (+18182667712)



1/22/2019 8:49 PM

iPhone (+18182667712)

Debra the power shoveler!

1/22/2019 8:49 PM

iPhone (+18182667712)



1/22/2019 8:49 PM

iPhone (+18182667712)

Bodhi the guard dog!

1/22/2019 8:50 PM

iPhone (+18182667712)

And of course...

1/22/2019 8:51 PM

iPhone (+18182667712)

File attachment with MIME type: video/quicktime

1/22/2019 8:52 PM

Nina Minster (8182124346)

Power shoveling great exercise

1/22/2019 8:52 PM

Nina Minster (8182124346)

But who's in the video

1/22/2019 8:52 PM

Nina Minster (8182124346)

And that would be me too outside in the snow at flip flops

1/22/2019 8:52 PM

Nina Minster (8182124346)

In

1/22/2019 8:53 PM

iPhone (+18182667712)

The Nieghbor I paid to clear this shit...

1/22/2019 8:53 PM

iPhone (+18182667712)

Lol

1/22/2019 8:54 PM

Nina Minster (8182124346)

Lol....Now that's 🤔

1/22/2019 8:54 PM

iPhone (+18182667712)

Ahahahahaha

1/22/2019 8:54 PM

Nina Minster (8182124346)

Yeah he's got a machine it don't take that long

1/22/2019 8:54 PM

Nina Minster (8182124346)

How cold is it over there

1/22/2019 8:57 PM

iPhone (+18182667712)

Was -3 now 33 going to -10

1/22/2019 8:58 PM

Nina Minster (8182124346)

Wow that's nice and cold what happened to global warming...  
I read it was minus 81 degrees in Russia

1/22/2019 8:59 PM

iPhone (+18182667712)

Yeah, Siberia

1/22/2019 9:02 PM (Viewed 1/22/2019 9:03 PM)

Nina Minster (8182124346)

Crazy huh

1/22/2019 9:04 PM

iPhone (+18182667712)

File attachment with MIME type: video/quicktime

1/22/2019 9:06 PM (Viewed 1/22/2019 9:13 PM)

Nina Minster (8182124346)

Nice

1/22/2019 10:10 PM

iPhone (+18182667712)

File attachment with MIME type: video/quicktime

Message not delivered.

1/22/2019 10:10 PM

iPhone (+18182667712)

File attachment with MIME type: video/quicktime

1/22/2019 10:10 PM

iPhone (+18182667712)

File attachment with MIME type: video/quicktime

1/24/2019 7:13 PM

iPhone (+18182667712)

I can't FEEL my FACE!

1/24/2019 7:13 PM

iPhone (+18182667712)



1/24/2019 7:14 PM (Viewed 1/24/2019 7:16 PM)

Nina Minster (8182124346)

Holy shit that's cold

1/24/2019 7:17 PM

iPhone (+18182667712)

it's so cold...the COLD is complaining that it's COLD!

1/24/2019 7:18 PM

Nina Minster (8182124346)

Hahaha

1/31/2019 10:39 PM (Viewed 2/1/2019 2:52 AM)

Nina Minster (8182124346)

So it's really cold across the country...wth is going on

2/3/2019 12:32 PM (Viewed 2/3/2019 1:28 PM)

Nina Minster (8182124346)

You rang ,I called you back ...but.....

2/6/2019 5:17 PM (Viewed 2/6/2019 5:46 PM)

Nina Minster (8182124346)



My friend had a problem with the State of the Union so he fixed it

2/6/2019 5:46 PM

iPhone (+18182667712)

Perfect!

2/6/2019 6:44 PM (Viewed 2/6/2019 7:34 PM)

Nina Minster (8182124346)



Lmao

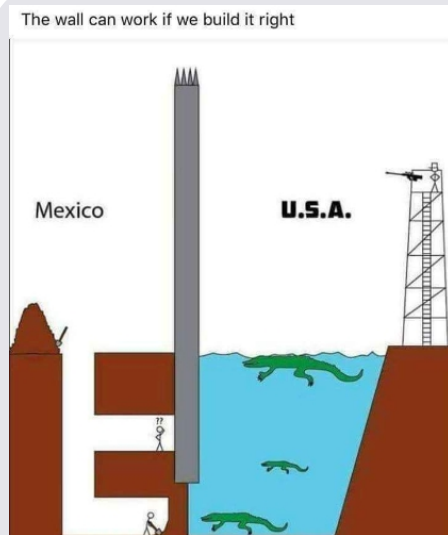
2/6/2019 7:34 PM

iPhone (+18182667712)

That's funny!

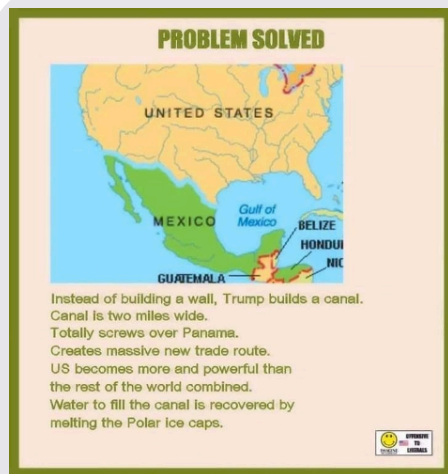
2/7/2019 12:11 PM

Nina Minster (8182124346)



2/7/2019 12:11 PM

Nina Minster (8182124346)



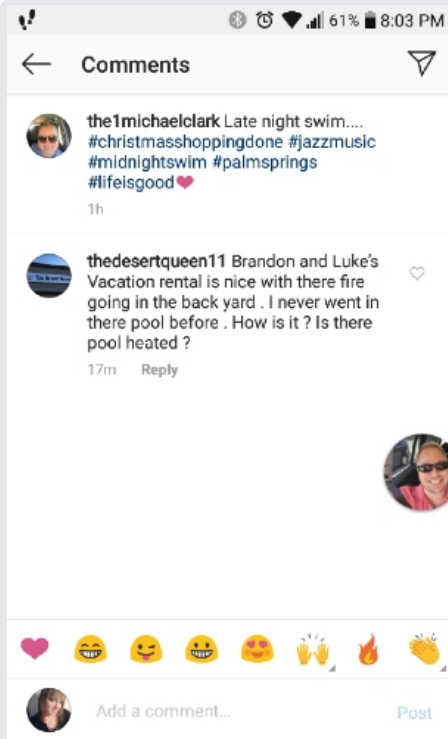
2/8/2019 5:52 PM (Viewed 2/8/2019 6:59 PM)

Nina Minster (8182124346)

I'll call you right back.

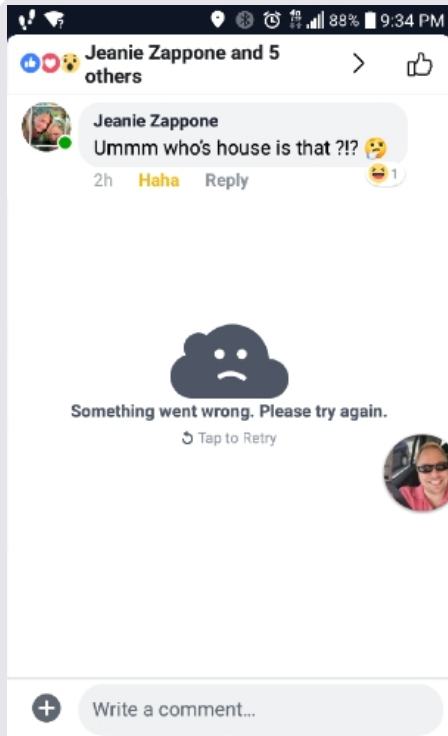
2/8/2019 9:02 PM

Nina Minster (8182124346)



2/8/2019 9:02 PM

Nina Minster (8182124346)



2/8/2019 9:04 PM

Nina Minster (8182124346)



2/11/2019 12:11 PM

iPhone (+18182667712)

Someone just got busted red handed...

2/11/2019 12:11 PM

iPhone (+18182667712)



2/11/2019 12:15 PM (Viewed 2/11/2019 2:41 PM)

Nina Minster (8182124346)

I love his face

2/11/2019 12:15 PM (Viewed 2/11/2019 2:41 PM)

Nina Minster (8182124346)

He's like" who me"



2/12/2019 6:02 PM (Viewed 2/12/2019 11:59 PM)

Nina Minster (8182124346)



Most days I feel like Gramps

2/27/2019 11:39 PM (Viewed 2/28/2019 12:15 AM)

Nina Minster (8182124346)

The president is live on Channel 4 right now

3/4/2019 11:25 AM (Viewed 3/4/2019 4:11 PM)

Nina Minster (8182124346)

Hey call me my transmission blew up in the truck last night and so now I don't know if I should just have mercury come here and assess the damage to my vehicle and cut me a check because I need two grand 1600-1800 fix my transmission

3/9/2019 10:49 AM (Viewed 3/9/2019 11:52 AM)

Nina Minster (8182124346)

Ok I owe you \$1 but we said that the restaurant we closed because no one was coming in not because of divorce...lol.... come get your dollar...hahaha

3/9/2019 11:52 AM

iPhone (+18182667712)

\$1? It's \$5!

3/9/2019 11:52 AM

iPhone (+18182667712)

Lol

3/9/2019 11:53 AM (Viewed 3/9/2019 12:03 PM)

Nina Minster (8182124346)

I thought it was a buck but 5 is fine too

3/9/2019 12:03 PM

iPhone (+18182667712)

Wuwu!!!

3/9/2019 12:11 PM (Viewed 3/9/2019 1:02 PM)

Nina Minster (8182124346)

Whot whoot

3/20/2019 3:56 PM (Viewed 3/20/2019 4:07 PM)

Nina Minster (8182124346)



Some of the funny stuff I find

3/20/2019 4:09 PM

iPhone (+18182667712)

Hey take a better picture than that

3/20/2019 4:12 PM (Viewed 3/20/2019 4:17 PM)

Nina Minster (8182124346)



3/20/2019 4:18 PM

iPhone (+18182667712)

Better...

3/20/2019 4:18 PM (Viewed 3/20/2019 4:19 PM)

Nina Minster (8182124346)

it says your 4

3/20/2019 4:19 PM

iPhone (+18182667712)

Looks about right

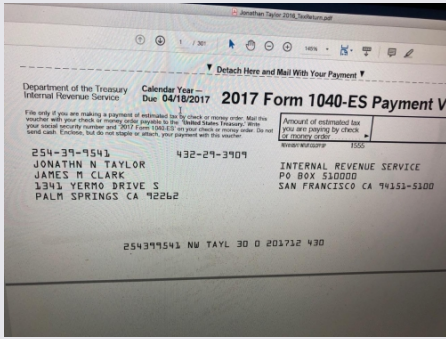
3/21/2019 7:56 PM (Viewed 3/21/2019 9:06 PM)

Nina Minster (8182124346)

Michael the ultimate liar

3/21/2019 7:56 PM (Viewed 3/21/2019 9:06 PM)

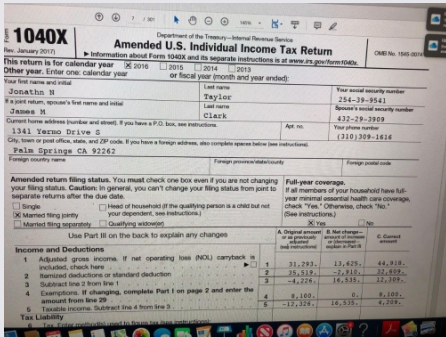
Nina Minster (8182124346)



Proof that they filed together...

3/21/2019 7:56 PM (Viewed 3/21/2019 9:06 PM)

Nina Minster (8182124346)



3/21/2019 9:06 PM

iPhone (+18182667712)

Yow!

3/21/2019 9:08 PM (Viewed 3/21/2019 9:10 PM)

Nina Minster (8182124346)

Lol...

3/21/2019 9:10 PM

Nina Minster (8182124346)

Wait we have Michael social security number let's open up some stuff in his name...lol....hahaha

3/21/2019 9:11 PM

iPhone (+18182667712)

Tell Jonathan not to post that...it's against the law BIG TROUBLE!!!!

3/21/2019 9:12 PM (Viewed 3/21/2019 9:13 PM)

Nina Minster (8182124346)

oh he's not going to post it

3/21/2019 9:19 PM

iPhone (+18182667712)

Is his name even "Michael"?

3/21/2019 9:23 PM

iPhone (+18182667712)

Ahahahahaha — his names is James!!!!

3/21/2019 9:23 PM

iPhone (+18182667712)

Fuckin guy

3/21/2019 9:30 PM (Viewed 3/21/2019 9:32 PM)

Nina Minster (8182124346)

Right

3/21/2019 9:30 PM (Viewed 3/21/2019 9:32 PM)

Nina Minster (8182124346)

I guess his middle name is Michael

3/22/2019 4:06 PM (Viewed 3/22/2019 4:18 PM)

Nina Minster (8182124346)

In a meeting, call you right back.

3/25/2019 10:32 AM (Viewed 3/25/2019 11:12 AM)

Nina Minster (8182124346)

Hey you in town?

3/25/2019 11:12 AM

iPhone (+18182667712)

No

3/25/2019 11:12 AM

iPhone (+18182667712)

Heading back though

3/25/2019 11:14 AM

Nina Minster (8182124346)

Well will you be around the valley around 1 or 2

3/25/2019 11:14 AM

iPhone (+18182667712)

Maybe

3/25/2019 11:14 AM

iPhone (+18182667712)

Depends on traffic

3/25/2019 11:18 AM (Viewed 3/25/2019 11:21 AM)

Nina Minster (8182124346)

Okay well I will message you when I'm ready to leave Lyft Depot off of Los Feliz and San Fernando Road and see if you're around and could pick me. N Steven up

3/25/2019 11:22 AM

iPhone (+18182667712)

Okay

3/25/2019 1:08 PM (Viewed 3/25/2019 1:13 PM)

Nina Minster (8182124346)

Well I'm at lyft..might be ready about 2 r u available?

3/25/2019 1:14 PM

iPhone (+18182667712)

No

3/25/2019 1:14 PM

Nina Minster (8182124346)

Ok

3/25/2019 1:14 PM

iPhone (+18182667712)

At least 1.5 hours

3/25/2019 1:14 PM

Nina Minster (8182124346)

Lol no worries

3/25/2019 1:14 PM

iPhone (+18182667712)

Traffic sucks

3/25/2019 1:14 PM

Nina Minster (8182124346)

Yep...

3/28/2019 4:14 PM

Nina Minster (8182124346)

I'll call you right back.

5/1/2019 5:06 PM

Nina Minster (8182124346)



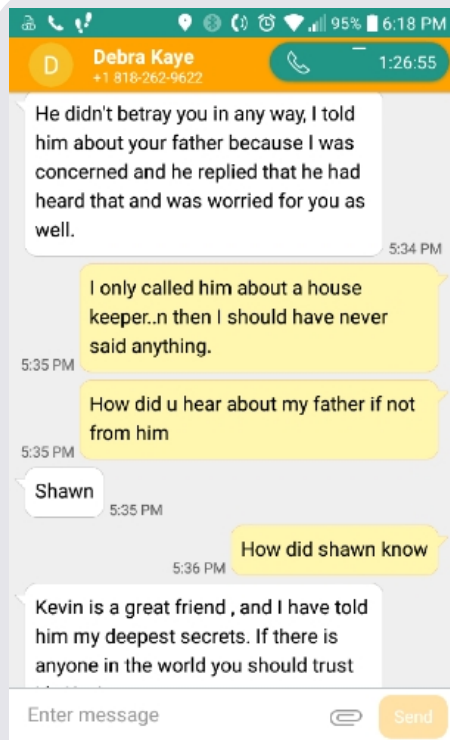
5/1/2019 5:07 PM

Nina Minster (8182124346)



5/1/2019 6:19 PM

Nina Minster (8182124346)



5/1/2019 6:36 PM

Nina Minster (8182124346)



5/8/2019 12:18 PM (Viewed 5/8/2019 1:59 PM)

Nina Minster (8182124346)

for whatever reason it's not letting it send the picture go to Rose Hill Memorial Park google that shit

5/8/2019 12:19 PM (Viewed 5/8/2019 1:59 PM)

Nina Minster (8182124346)

3888 workman Road Mill Whittier California

6/9/2019 11:58 AM

iPhone (+18182667712)

call me...

6/9/2019 3:03 PM

iPhone (+18182667712)

I'll talk with you later; you're doing a really good job — keep it up!

6/9/2019 3:03 PM (Viewed 6/9/2019 3:04 PM)

Nina Minster (8182124346)

Ok thanks

6/9/2019 3:04 PM (Viewed 6/9/2019 3:06 PM)

Nina Minster (8182124346)

I told you I have this under control

6/12/2019 3:50 PM (Viewed 6/12/2019 4:30 PM)

Nina Minster (8182124346)

Me: hey Marty why don't you turn on that TV you were bitching about that you didn't get to watch because you've been in your room for a week....  
Marty: I don't want to watch it right now there's nothing on.  
Me:lmfao.. away.

6/12/2019 4:30 PM

iPhone (+18182667712)

Ha!

6/12/2019 4:32 PM (Viewed 6/12/2019 4:38 PM)

Nina Minster (8182124346)

Since the guy put it in yesterday made sure all the channels were working handed him the remote and less he's watch TV all of 10 minutes

6/12/2019 4:33 PM (Viewed 6/12/2019 4:38 PM)

Nina Minster (8182124346)

\*left

6/20/2019 10:27 PM

Nina Minster (8182124346)

I'm really irritated with you because you haven't asked me a motherfucking thing about Marty and 5 fucking years and now all of a sudden you care will fucking shit you're just investigating for Scott Scott can ask me anything he wants what you should be asking is how am I how am I dealing with all of this because you talk to me you don't give a fuck about Marty all you care about is what Scott is going to ask and what Scott needs and what Scott wants and what Scott's going to get when Marty dies face the fucking facts....

6/20/2019 10:28 PM

Nina Minster (8182124346)

I'm tired of the interrogation I'm tired of the fucking questions because they don't pertain to me no one asked me how I am

6/20/2019 10:29 PM

iPhone (+18182667712)

I don't know what your problem is, I was trying to have a conversation with you.

6/20/2019 10:29 PM

Nina Minster (8182124346)

No you're not having a conversation you're investigating

6/20/2019 10:30 PM

iPhone (+18182667712)

How is asking you about Marty's blood sugar an interrogation?

6/20/2019 10:31 PM

Nina Minster (8182124346)

Because you ask 50 questions in 10 minutes

6/20/2019 10:31 PM

Nina Minster (8182124346)

Scott doesn't even ask me about Marty and I talked to him for 2 hours today

6/20/2019 10:32 PM

iPhone (+18182667712)

Have a nice night!

6/21/2019 12:06 PM

iPhone (+18182667712)

Nina: Because you ask 50 questions in 10 minutes

6/21/2019 12:09 PM

iPhone (+18182667712)

I didn't ask you 50 questions I was simply trying to have a conversation with you regarding Marty's blood sugar and the possibility that he may be "hypoglycemic" due to his medication



6/21/2019 12:10 PM

iPhone (+18182667712)

Hopefully you are now more relaxed and I can finish my discussion with you

6/21/2019 12:14 PM

iPhone (+18182667712)

In the past, your dad has almost passed out due to low blood sugar!

6/27/2019 3:30 PM

iPhone (+18182667712)

How's Marty doing are things going okay?

6/27/2019 7:36 PM (Viewed 6/27/2019 8:00 PM)

Nina Minster (8182124346)

You have officially been Uninvited to 7831 laurelgrove at anytime now or in the future.  
Have a great life

6/27/2019 8:01 PM

iPhone (+18182667712)

What's your problem?

6/27/2019 8:34 PM

iPhone (+18182667712)

Nina, I am trying to help you (and your brother). I need to speak with Marty. It's very important. If you do not allow me to speak with him, you will lose — not me!

6/27/2019 8:42 PM

Nina Minster (8182124346)

Lies

6/27/2019 8:44 PM

Nina Minster (8182124346)

Marty does not want to speak to you. I have nothing to do with it. that's what he told the attorney and that's what the attorney told you, today on the phone

6/27/2019 9:36 PM

iPhone (+18182667712)

First, I do not like being called a liar. Second, you need to stop making up false stories about me. Everything I stated to Marty's attorney is in writing. Frankly, this has nothing to do with you (other than keeping a roof over your head) as it's a trust issue.

6/27/2019 9:37 PM

iPhone (+18182667712)

Please let Marty know that it's very important that I speak with him.

6/27/2019 9:38 PM

Nina Minster (8182124346)

The lawyer told you to leave Marty alone I suggest you do

6/27/2019 9:39 PM

Nina Minster (8182124346)

I will be showing all these messages to Sandra momotick when she comes here just so you know

6/27/2019 9:39 PM

iPhone (+18182667712)

Perfect, please show her your messages that you sent to Scott too!

6/27/2019 9:40 PM

Nina Minster (8182124346)

I will show her everything I have nothing to hide for I have done nothing wrong.

6/27/2019 9:43 PM

iPhone (+18182667712)

This has nothing to do with you. Why are you making it about yourself?

6/27/2019 9:44 PM

Nina Minster (8182124346)

I already told you this has nothing to do with me talk to Sandra momotick she told you what to do

6/27/2019 9:45 PM

Nina Minster (8182124346)

She also should have told you I never want to speak to you either so get off my phone

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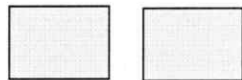
894 total messages and 137 total images.

EXHIBIT 138



## V.I.P. TRUST DEED COMPANY

Complete Trust Deed Services  
CA DRE LICENSE #01041073 / NMLS #339217



3221 North Verdugo Road, Glendale, CA 91208  
P.O. Box 26, Montrose, CA 91021-0026  
Telephone (818)248-0000 Facsimile (818)248-FAX6

February 24, 2022

Mr. Scott Minster  
2530 Elda Street  
Duarte, CA 91010

via email: (tcppools@hotmail.com)

Reference: Financing – 7831 Laurelgrove Ave., North Hollywood, CA 91605

To Whom It May Concern:

This will confirm that V.I.P. Trust Deed Company has agreed to provide financing in the amount of \$500,000 on the above referenced property for the purpose of paying off the existing 1<sup>st</sup> Trust Deed loan.

Said financing is in the form of a 1<sup>st</sup> Trust Deed loan in the amount of up to \$500,000 (gross) secured by the above property in the name of The Second Restated Barbara and Martin Minster Family Trust, as Amended and Restated in 2002.

Said loan has already been approved. Said approval is pending the receipt of and review of the preliminary title report and title company approval for the Trust and the chain of title.

V.I.P. Trust Deed Company has been making equity loans throughout California for over 40 years. This loan is a standard equity loan and we expect no problem in being able to quickly fund and close (within 21 days of authorization to proceed). Please see our website at [www.viploan.com](http://www.viploan.com).

If I can provide any further information, please feel free to contact me at (818) 248-0000.

Sincerely,

Cameron Kessinger  
Vice President



This page is part of your document - DO NOT DISCARD



**20211536910**



Recorded/Filed in Official Records  
Recorder's Office, Los Angeles County,  
California

10/12/21 AT 08:00AM

Pages:  
0005

FEES:	36.00
TAXES:	0.00
OTHER:	0.00
SB2:	75.00
PAID:	111.00



LEADSHEET



202110123260159

00021330364



012767961

SEQ:  
01

SECURE - 8:00AM



THIS FORM IS NOT TO BE DUPLICATED

210546991 RP4 MOD CA07C

E502853



**FOR REFERENCE ONLY: 20211536910**

RECORDING REQUESTED BY:

ServiceLink

WHEN RECORDED MAIL TO:

Trustee Corps  
17100 Gillette Ave  
Irvine, CA 92614

APN: 2309-005-016

TS No: CA07000603-21-1

TO No: 210546991-CA-VOI

**NOTICE OF DEFAULT AND ELECTION TO SELL UNDER DEED OF TRUST**

**NOTE: THERE IS A SUMMARY OF THE INFORMATION IN THIS DOCUMENT ATTACHED**

注：本文件包含一个信息摘要

참고사항: 본 첨부 문서에 정보 요약서가 있습니다

**NOTA: SE ADJUNTA UN RESUMEN DE LA INFORMACIÓN DE ESTE DOCUMENTO**

**TALA: MAYROONG BUOD NG IMPORMASYON SA DOKUMENTONG ITO NA NAKALAKIP**  
**LUY Y: KÈM THEO ĐÂY LÀ BẢN TRÌNH BÀY TÓM LƯỢC VỀ THÔNG TIN TRONG TÀI LIỆU NÀY**

(The above statement is made pursuant to CA Civil Code Section 2923.3(c)(1). The Summary will be provided to Trustor(s) and/or vested owner(s) only, pursuant to CA Civil Code Section 2923.3(c)(2).)

**IMPORTANT NOTICE**

**IF YOUR PROPERTY IS IN FORECLOSURE BECAUSE YOU ARE BEHIND IN YOUR PAYMENTS, IT MAY BE SOLD WITHOUT ANY COURT ACTION,** and you may have the legal right to bring your account in good standing by

paying all of your past due payments plus permitted costs and expenses within the time permitted by law for reinstatement of your account, which is normally five business days prior to the date set for the sale of your property. No sale date may be set until approximately 90 days from the date this notice of default may be recorded (which date of recording appears on this notice).

This amount is **\$463,454.51** as of **October 8, 2021**, and will increase until your account becomes current.

While your property is in foreclosure, you still must pay other obligations (such as insurance and taxes) required by your Note and Deed of Trust or Mortgage. If you fail to make future payments on the loan, pay taxes on the property, provide insurance on the property, or pay other obligations as required in the Note and Deed of Trust or Mortgage, the Beneficiary or Mortgagee may insist that you do so in order to reinstate your account in good standing. In addition, the Beneficiary or Mortgagee may require as a condition to reinstatement that you provide reliable written evidence that you paid all senior liens, property taxes, and hazard insurance premiums.

Upon your written request, the Beneficiary or Mortgagee will give you a written itemization of the entire amount you must pay. You may not have to pay the entire unpaid portion of your account, even though full payment was demanded, but you must pay all amounts in default at the time payment is made. However, you and your Beneficiary or Mortgagee may mutually agree in writing prior to the time the Notice of Sale is posted (which may not be earlier than the end of the three-month period stated above) to, among other things, (1) provide additional time in which to cure the default by transfer of the property or otherwise; or (2) establish a schedule of payments in order to cure your default; or both (1) and (2).

APN: 2309-005-016

TS No: CA07000603-21-1

TO No: 210546991-CA-VOI

Following the expiration of the time period referred to in the first paragraph of this notice, unless the obligation being foreclosed upon or a separate written agreement between you and your creditor permits a longer period, you have only the legal right to stop the sale of your property by paying the entire amount demanded by your creditor.

To find out the amount you must pay, or to arrange for payment to stop the foreclosure, or if your property is in foreclosure for any other reason, contact: **Reverse Mortgage Funding, LLC c/o MTC Financial Inc. dba Trustee Corps** located at 17100 Gillette Ave Irvine, CA 92614 Phone: 949-252-8300 TDD: 866-660-4288 Ref No: CA07000603-21-1

If you have any questions, you should contact a lawyer or the governmental agency which may have insured your loan. Notwithstanding the fact that your property is in foreclosure, you may offer your property for sale, provided the sale is concluded prior to the conclusion of the foreclosure.

**REMEMBER, YOU MAY LOSE LEGAL RIGHTS IF YOU DO NOT TAKE PROMPT ACTION.**

**NOTICE IS HEREBY GIVEN THAT:** MTC Financial Inc. dba Trustee Corps is the original Trustee, duly appointed Substituted Trustee, or acting as Agent for the Trustee or Beneficiary under a Deed of Trust dated as of March 22, 2016, executed by MARTIN MINSTER, A WIDOWER, as Trustor(s), to secure obligations in favor of MORTGAGE ELECTRONIC REGISTRATION SYSTEMS INC., as Beneficiary, as nominee for HIGHTECHLENDING INC., the original Beneficiary, recorded March 29, 2016, as Instrument No. 20160342580, of the official records in the Office of the Recorder of Los Angeles County, California, and is subject to the terms and conditions contained therein.

**THE SUBJECT DEED OF TRUST IS A REVERSE MORTGAGE THAT BECAME ALL DUE AND PAYABLE ON March 16, 2020 FOR THE FOLLOWING BREACH: Failed to pay the principal balance which became all due and payable based upon the death of all mortgagors**

The Deed of Trust secures the payment of and the performance of certain obligations, including but not limited to, the obligations set forth in a Promissory Note with a face amount of \$756,000.00, and that a breach and default of the obligations for which said Deed of Trust is security has occurred in that the Trustor(s) has failed to perform obligations pursuant to or under the Note and/or the Deed of Trust. By reason thereof, the present Beneficiary under such Deed of Trust, has deposited with said duly appointed Trustee such Deed of Trust and all documents evidencing the obligations secured thereby, and has declared and does hereby declare all sums secured thereby immediately due and payable and has elected and does hereby elect to cause the Trust Property to be sold to satisfy the obligations secured thereby.





APN: 2309-005-016


TS No: CA07000603-21-1

TO No: 210546991-CA-VOI

Where required by law, a declaration pursuant to California Civil Code Section 2923.5(b) or California Civil Code Section 2923.55 is attached.

Dated: 10/8/2021

**MTC Financial Inc. dba Trustee Corps  
as Duly Appointed Successor Trustee**



By: Amy Lemus, Authorized Signatory

MTC Financial Inc. dba Trustee Corps may be acting as a debt collector attempting to collect a debt.  
Any information obtained may be used for that purpose.

To the extent your original obligation was discharged or is subject to an automatic stay of bankruptcy under Title 11 of the United States Code, this notice is for compliance and/or informational purposes only and does not constitute an attempt to collect a debt or to impose personal liability for such obligation. However, a secured party retains rights under its security instrument, including the right to foreclose its lien.

**DECLARATION OF MORTGAGE SERVICER PURSUANT TO  
CALIFORNIA CIVIL CODE §2923.55(c) and §3273.10**

Borrower(s): Martin Minster  
Mortgage Servicer: Celink  
Property Address: 7831 LAURELGROVE AVENUE, NORTH HOLLYWOOD, CA 91605  
T.S. No.:

The undersigned, as an authorized agent or employee of the mortgage servicer named below, declares that:

1. ☐ The mortgage servicer has contacted the borrower pursuant to California Civil Code § 2923.55(b) (2) to "assess the borrower's financial situation and explore options for the borrower to avoid foreclosure." Thirty (30) days, or more, have passed since the contact was made.
2. ☐ The mortgage servicer has exercised due diligence to contact the borrower pursuant to California Civil Code § 2923.55(f) but was unable to contact the borrower to "assess the borrower's financial situation and explore options for the borrower to avoid foreclosure." Thirty (30) days, or more, have passed since these due diligence efforts were satisfied.
3. ☐ No contact was required by the mortgage servicer because the individual did not meet the definition of a "borrower" pursuant to subdivision (c) of Section 2920.5.
4. ☒ No contact was made with the borrower pursuant to California Civil Code § 2923.55 because the above referenced loan is not secured by a first lien mortgage or deed of trust that secures a loan, or that encumbers real property, described in California Civil Code § 2924.15.

Additionally, pursuant to California Civil Code § 3273.10:

1. ☐ The mortgage servicer has not denied the borrower a forbearance request on or after 8/31/2020.
2. ☐ On or after 08/31/2020, the mortgage servicer denied a forbearance request that met the conditions of Civil Code §3273.10(a). A copy of written forbearance denial notice is attached. A Forbearance [ ] was [ ] was not subsequently provided.
3. ☒ On or after 08/31/2020, the mortgage servicer did not receive a forbearance request that met the conditions of Civil Code §3273.10(a).
4. ☐ The mortgage servicer is in compliance with California Civil Code § 3273.10 because the mortgage servicer has complied with the relevant provisions regarding forbearance in Section 4022 of the federal Coronavirus Aid, Relief, and Economic Security Act (the CARES Act) (Public Law 116-136), including any amendments or revisions to those provisions, pursuant to California Civil Code § 3273.10(d).

I certify that this declaration is accurate, complete and supported by competent and reliable evidence, which the mortgage servicer has reviewed to substantiate the borrower's default and the right to foreclose, including the borrower's loan status and loan information.

Celink, Reverse Mortgage Servicing Department

Dated: 8/26/2021

By (signature): *Richard Pooley*  
Name (print): Richard Pooley  
Title: HUD Assignment Specialist



EXHIBIT 140

This page is part of your document - DO NOT DISCARD



**20220171542**



Recorded/Filed in Official Records  
Recorder's Office, Los Angeles County,  
California

02/11/22 AT 08:00AM

Pages:  
0004

FEES:	33.00
TAXES:	0.00
OTHER:	0.00
SB2:	75.00
PAID:	108.00



LEADSHEET



202202110220025

00021944383



013153709

SEQ:  
01

SECURE - 8:00AM



THIS FORM IS NOT TO BE DUPLICATED

210546991 MT

E438957

RECORDING REQUESTED BY:

ServiceLink

WHEN RECORDED MAIL TO:

Trustee Corps  
17100 Gillette Ave  
Irvine, CA 92614

APN: 2309-005-016

TS No: CA07000603-21-1

TO No: 210546991-CA-VOI

# NOTICE OF TRUSTEE'S SALE

NOTE: THERE IS A SUMMARY OF THE INFORMATION IN THIS DOCUMENT ATTACHED

注：本文件包含一个信息摘要

참고사항: 본 첨부 문서에 정보 요약서가 있습니다

NOTA: SE ADJUNTA UN RESUMEN DE LA INFORMACIÓN DE ESTE DOCUMENTO

TALA: MAYROONG BUOD NG IMPORMASYON SA DOKUMENTONG ITO NA NAKALAKIP

LƯU Ý: KÈM THEO ĐÂY LÀ BẢN TRÌNH BÀY TÓM LƯỢC VỀ THÔNG TIN TRONG TÀI LIỆU NÀY

(The above statement is made pursuant to CA Civil Code Section 2923.3(d)(1). The Summary will be provided to Trustor(s) and/or vested owner(s) only, pursuant to CA Civil Code Section 2923.3(d)(2).)

**YOU ARE IN DEFAULT UNDER A DEED OF TRUST DATED March 22, 2016. UNLESS YOU TAKE ACTION TO PROTECT YOUR PROPERTY, IT MAY BE SOLD AT A PUBLIC SALE. IF YOU NEED AN EXPLANATION OF THE NATURE OF THE PROCEEDINGS AGAINST YOU, YOU SHOULD CONTACT A LAWYER.**

On April 12, 2022 at 10:00 AM, behind the fountain located in the Civic Center Plaza, 400 Civic Center Plaza, Pomona CA 91766, MTC Financial Inc. dba Trustee Corps, as the duly Appointed Trustee, under and pursuant to the power of sale contained in that certain Deed of Trust recorded on March 29, 2016 as Instrument No. 20160342580, of official records in the Office of the Recorder of Los Angeles County, California, executed by MARTIN MINSTER, A WIDOWER, as Trustor(s), in favor of MORTGAGE ELECTRONIC REGISTRATION SYSTEMS INC., as Beneficiary, as nominee for HIGHTECHLENDING INC. as Beneficiary, **WILL SELL AT PUBLIC AUCTION TO THE HIGHEST BIDDER**, in lawful money of the United States, all payable at the time of sale, that certain property situated in said County, California describing the land therein as: **AS MORE FULLY DESCRIBED IN SAID DEED OF TRUST**

The property heretofore described is being sold "as is". The street address and other common designation, if any, of the real property described above is purported to be: 7831 LAURELGROVE AVENUE, NORTH HOLLYWOOD, CA 91605

The undersigned Trustee disclaims any liability for any incorrectness of the street address and other common designation, if any, shown herein.

Said sale will be made without covenant or warranty, express or implied, regarding title, possession, or encumbrances, to pay the remaining principal sum of the Note(s) secured by said Deed of Trust, with interest thereon, as provided in said Note(s), advances if any, under the terms of the Deed of Trust, estimated fees, charges and expenses of the Trustee and of the trusts created by said Deed of Trust.

The total amount of the unpaid balance of the obligations secured by the property to be sold and reasonable estimated costs, expenses and advances at the time of the initial publication of this Notice of Trustee's Sale is estimated to be \$474,046.76 (Estimated). However, prepayment premiums, accrued interest and advances will increase this figure prior to sale. Beneficiary's bid at said sale may include all or part of said amount. In addition to cash, the Trustee will accept a cashier's check drawn on a state or national bank, a check drawn by a state or federal credit union or a check drawn by a state or federal savings and loan association, savings association or savings bank specified in Section 5102 of the California Financial Code and authorized to do business in California, or other such funds as may be acceptable to the Trustee. In the event tender other than cash is accepted, the Trustee may withhold the issuance of the Trustee's Deed Upon Sale until funds become available to the payee or endorsee as a matter of right. The property offered for sale excludes all funds held on account by the property receiver, if applicable.

**If the Trustee is unable to convey title for any reason, the successful bidder's sole and exclusive remedy shall be the return of monies paid to the Trustee and the successful bidder shall have no further recourse.**

### **Notice to Potential Bidders**

If you are considering bidding on this property lien, you should understand that there are risks involved in bidding at a Trustee auction. You will be bidding on a lien, not on the property itself. Placing the highest bid at a Trustee auction does not automatically entitle you to free and clear ownership of the property. You should also be aware that the lien being auctioned off may be a junior lien. If you are the highest bidder at the auction, you are or may be responsible for paying off all liens senior to the lien being auctioned off, before you can receive clear title to the property. You are encouraged to investigate the existence, priority, and size of outstanding liens that may exist on this property by contacting the county recorder's office or a title insurance company, either of which may charge you a fee for this information. If you consult either of these resources, you should be aware that the same Lender may hold more than one mortgage or Deed of Trust on the property.

TS No: CA07000603-21-1

**Notice to Property Owner**

The sale date shown on this Notice of Sale may be postponed one or more times by the Mortgagee, Beneficiary, Trustee, or a court, pursuant to Section 2924g of the California Civil Code. The law requires that information about Trustee Sale postponements be made available to you and to the public, as a courtesy to those not present at the sale. If you wish to learn whether your sale date has been postponed, and, if applicable, the rescheduled time and date for the sale of this property, you may call In Source Logic at 702-659-7766 for information regarding the Trustee's Sale or visit the Internet Web site address listed below for information regarding the sale of this property, using the file number assigned to this case, CA07000603-21-1. Information about postponements that are very short in duration or that occur close in time to the scheduled sale may not immediately be reflected in the telephone information or on the Internet Web site. The best way to verify postponement information is to attend the scheduled sale.

**Notice to Tenant****NOTICE TO TENANT FOR FORECLOSURES AFTER JANUARY 1, 2021**

You may have a right to purchase this property after the trustee auction pursuant to Section 2924m of the California Civil Code. If you are an "eligible tenant buyer," you can purchase the property if you match the last and highest bid placed at the trustee auction. If you are an "eligible bidder," you may be able to purchase the property if you exceed the last and highest bid placed at the trustee auction. There are three steps to exercising this right of purchase. First, 48 hours after the date of the trustee sale, you can call 702-659-7766, or visit this internet website [www.insourcelogic.com](http://www.insourcelogic.com), using the file number assigned to this case CA07000603-21-1 to find the date on which the trustee's sale was held, the amount of the last and highest bid, and the address of the trustee. Second, you must send a written notice of intent to place a bid so that the trustee receives it no more than 15 days after the trustee's sale. Third, you must submit a bid so that the trustee receives it no more than 45 days after the trustee's sale. If you think you may qualify as an "eligible tenant buyer" or "eligible bidder," you should consider contacting an attorney or appropriate real estate professional immediately for advice regarding this potential right to purchase.

Date: February 8, 2022

MTC Financial Inc. dba Trustee Corps  
TS No. CA07000603-21-1  
17100 Gillette Ave  
Irvine, CA 92614  
Phone: 949-252-8300  
TDD: 866-660-4288



Amy Lemus, Authorized Signatory

**SALE INFORMATION CAN BE OBTAINED ONLINE AT [www.insourcelogic.com](http://www.insourcelogic.com)  
FOR AUTOMATED SALES INFORMATION PLEASE CALL:  
In Source Logic AT 702-659-7766**

To the extent your original obligation was discharged or is subject to an automatic stay of bankruptcy under Title 11 of the United States Code, this notice is for compliance and/or informational purposes only and does not constitute an attempt to collect a debt or to impose personal liability for such obligation. However, a secured party retains rights under its security instrument, including the right to foreclose its lien.

TS No: CA07000603-21-1





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**20230344005**



Pages:  
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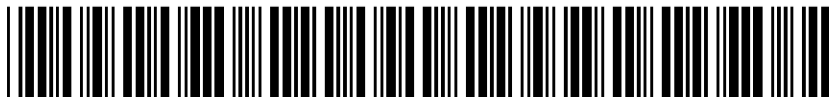
Recorded/Filed in Official Records  
Recorder's Office, Los Angeles County,  
California

05/26/23 AT 08:00AM

FEES:	24.00
TAXES:	3,388.00
OTHER:	0.00
<hr/>	
PAID:	3,412.00



LEADSHEET



202305260170013

00023472723



014090290

SEQ:  
01

SECURE - 8:00AM



THIS FORM IS NOT TO BE DUPLICATED

2023-162

E548170

RECORDING REQUESTED BY

Catamount Properties 2018, LLC

USA-NTC

AND WHEN RECORDED MAIL DOCUMENT TO:

NAME Catamount Properties 2018, LLC

STREET ADDRESS

2015 MANHATTAN BEACH BLVD, STE 100

CITY, STATE &  
ZIP CODE

REDONDO BEACH, CA 90278

SPACE ABOVE FOR RECORDER'S USE ONLY

PROPERTY ADDRESS:

7831 Laurelgrove Avenue

North Hollywood, California 91605

### TRUSTEE'S DEED UPON SALE

#### Title of Document

Pursuant to Senate Bill 2 – Building Homes and Jobs Act (GC Code Section 27388.1), effective January 1, 2018, a fee of seventy-five dollars (\$75.00) shall be paid at the time of recording of every real estate instrument, paper, or notice required or permitted by law to be recorded, except those expressly exempted from payment of recording fees, per each single transaction per parcel of real property. The fee imposed by this section shall not exceed two hundred twenty-five dollars (\$225.00).

Exempt from fee per GC 27388.1 (a) (2); recorded concurrently "in connection with" a transfer subject to the imposition of documentary transfer tax (DTT).

Exempt from fee per GC 27388.1 (a) (2); recorded concurrently "in connection with" a transfer of real property that is a residential dwelling to an owner-occupier.

Exempt from fee per GC 27388.1 (a) (1); fee cap of \$225.00 reached.

Exempt from the fee per GC 27388.1 (a) (1); not related to real property.

**THIS COVER SHEET ADDED TO PROVIDE ADEQUATE SPACE FOR RECORDING INFORMATION  
(\$3.00 Additional Recording Fee Applies)**

RECORDING REQUESTED BY:

CATAMOUNT PROPERTIES 2018, LLC

USA-NTC

WHEN RECORDED MAIL DEED  
AND TAX STATEMENT TO:

CATAMOUNT PROPERTIES 2018, LLC  
2015 MANHATTAN BEACH BLVD STE 100  
REDONDO BEACH, CA 90278

APN: 2309-005-016

TS No: CA07000603-21-1

TO No: 210546991-CA-VOI

2023-142

#44

### TRUSTEE'S DEED UPON SALE

The undersigned Grantor, under penalty of perjury, declares:

- 1) The Grantee herein was not the foreclosing beneficiary.
- 2) The amount of the unpaid debt together with costs was:
- 3) The amount paid by the Grantee at the trustee sale was:
- 4) The documentary transfer tax is:
- 5) Said property is in the city of: Los Angeles
- 6) A.P.N. 2309-005-016

\$510,078.16

\$605,000.00

\$ 665.50 / \$ 2,722.50

Grantee was not an Eligible bidder as defined by SB1079, hence, no Declaration of Eligible Bidder is required.

and **MTC Financial Inc. dba Trustee Corps**, herein called "Trustee", as Trustee (or as Successor Trustee) of the Deed of Trust hereinafter described, hereby grants and conveys, but without covenant or warranty, express or implied, to **CATAMOUNT PROPERTIES 2018, LLC**, herein called "Grantee", the real property in the County of Los Angeles, State of California, described as follows: **SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF**

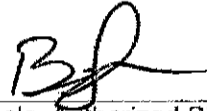
This deed is made pursuant to the authority and powers given to Trustee (or to Successor Trustee) by law and by that certain Deed of Trust dated March 22, 2016, made to MARTIN MINSTER, A WIDOWER and recorded on March 29, 2016, as Instrument No. 20160342580 of Official Records in the office of the Recorder of Los Angeles County, CA, Trustee (or Successor Trustee) having complied with all applicable statutory provisions and having performed all of his duties under the said Deed of Trust.

THIS DOCUMENT IS FILED FOR RECORD  
BY USA NATIONAL TITLE AS AN  
ACCOMMODATION ONLY. IT HAS NOT BEEN  
EXAMINED AS TO ITS EXECUTION OR AS TO  
ITS EFFECT UPON THE TITLE.

All requirements of law and of said Deed of Trust relating to this sale and to notice thereof having been complied with. Pursuant to the Notice of Trustee's Sale, the above described property was sold by Trustee (or Successor Trustee) at public auction on **March 30, 2023** at the place specified in said Notice, to Grantee who was the highest bidder therefore, for **\$605,000.00**, in lawful money of the United States, which has been paid.

Dated: 5-23-23

MTC Financial Inc. dba Trustee Corps



By: Bernardo Sotelo, Authorized Signatory

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.

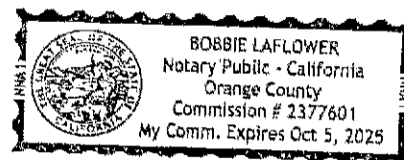
State of CALIFORNIA

County of ORANGE

On 5/23/23 before me, Bobbie LaFlower, a Notary Public, personally appeared BERNARDO SOTELO, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

  
Notary Public Signature

APN: 2309-005-016

TS No: CA07000603-21-1

TO No: 210546991-CA-VOI

**EXHIBIT "A"**

LOT 12, TRACT NO. 13907, IN THE CITY OF LOS ANGELES, COUNTY OF LOS ANGELES,  
STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 328 PAGE 20 OF MAPS, IN  
THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXHIBIT 142

EXHIBIT 143

EXHIBIT 144



EXHIBIT 145

EXHIBIT 146

EXHIBIT 147





EXHIBIT 150