

Jennifer Grant
840 Haverford Avenue, #2
Pacific Palisades, CA 90282
sjennig@yahoo.com
(310) 454-0899
Pro Per

IN THE SUPERIOR COURT OF THE STATE OF CALIFORNIA
IN AND FOR THE COUNTY OF SAN DIEGO

In re the) No. 37-2011-00150239-PR-TR-NC
SCHWICHTENBERG REVOCABLE)
FAMILY TRUST) Jennifer Grant's Response to Rusty
DATED JULY 28, 1982) Grant's Objections of:
) REMOVAL OF TRUSTEE PETITION
) PETITION FOR ORDERS (1) REMOVING
) RUSTY GRANT AS TRUSTEE OF TRUST A;
) (2) APPOINTING TEMPORARY TRUSTEE OF
) TRUST A AND DIRECTING DELIVERY OF
) ASSETS TO TEMPORARY TRUSTEE; (3)
) CONFIRMING JENNIFER GRANT AS TRUSTEE
) OF TRUST B AND TRUST C AND DIRECTING
) DELIVERY OF ASSETS TO HER; (4)
) PRECLUDING RUSTY GRANT FROM USING
) TRUST A ASSETS FOR TRUSTEE and
) ATTORNEY'S FEES AND COSTS WITHOUT
) COURT ORDER; (5) PRECLUDING RUSTY
) GRANT FROM USING TRUST ASSETS TO PAY
) ANY EXPENSES, TRUSTEE'S FEES OR
) ATTORNEY'S FEES ASSOCIATED WITH TRUST
) B OR TRUST C; (6) SURCHARGING RUSTY
) GRANT FOR PENALTIES, LATE FEES,
) INTEREST AND OTHER COSTS AND
) EXPENSES ATTRIBUTABLE TO HER
) NEGLIGENT FAILURE TO MAINTAIN
) TRUST PROPERTY AND FAILURE TO
) FOLLOW TERMS OF TRUST; AND (7)
) GRANTING PETITIONER COSTS
) INCLUDING REASONABLE ATTORNEY'S
) FEES [prob. Code §§ 15642,
) 17200(b)(10)]
)

/////

1 Respondent, Jennifer Grant, is legal trustee of B and C of the
2 Schwichtenberg Revocable Trust, able and willing to serve when this Petition
3 is approved. She is also the daughter of trustors Norman and Mary
4 Schwichtenberg, a beneficiary of the trust, and the originator of the Removal
5 of Trustee Petition. She hereby submits her responses to Rusty's objections
6 as follows:

- 7
- 8 1. Jennifer denies that Rusty is legally trustee of B and C and therefore
9 denies that Rusty is serving with legal authority. Rusty is a real
10 estate attorney in private practice in Escondido, CA. Despite the
11 alleged controversy over if she or Jennifer are rightly trustee, it
12 would be impossible for Rusty to be trustee of B and C without
13 breaching the terms of the trust even in the hypothetical case that
14 Jennifer had been unwilling or unable to serve as trustee. At this time
15 Jennifer is more than able and willing to assume her duties as trustee
16 for both B and C.

17

18 Upon the death of Norman Schwichtenberg, the first trustor to die, B and C
19 became irrevocable. This fact seems to be one all parties stipulate to. The
20 last amendment prior to Norman's death was the Third Amendment. The relevant
21 portion of this amendment, since Mary, is also deceased is contained in
22 section 4:3 and highlighted below:

23

24 4:3. At all times while MERRILY SUE SCHWICHTENBERG, also
25 known as JENNIFER GRANT, is serving as trustee or co trustee, she shall be
26 empowered to nominate an institutional or corporate co trustee to serve with

1 her or as successor to her. She shall also retain the right to remove and
2 replace that corporate or institutional trustee with another corporate or
3 institutional trustee. *At such time as she is unwilling to act as trustee or*
4 *co trustee, a majority of the adult income beneficiaries of this trust shall*
5 *be empowered to nominate a corporate or institutional trustee over this trust*
6 *and all trusts created hereunder, and to remove and replace any corporate or*
7 *institutional trustee or co trustee with another corporate or institutional*
8 *trustee or co trustee.*

9 The intention of the trustors that "institutional or corporate" be
10 defined as an entity with a number of employees and one which would provide
11 accountability can be seen in the naming of Santa Monica Bank in the
12 successor trustee provisions of the original trust document and the first
13 amendment (article Xa pg 23 of original trust document and pg 14 c (a) of the
14 first amendment).

15 Therefore, even *pretending* that Jennifer was unwilling to act as
16 trustee, Rusty could not legally serve since she is a sole practitioner of law.
17 The only possible way the beneficiaries could have allowed her to serve
18 would have been to act in accordance with California Probate Code Section
19 14303 (a) which provides that "if all beneficiaries of an irrevocable trust
20 consent, they may compel modification or termination of the trust upon
21 petition to the court." Though Rusty falsely claims that all beneficiaries
22 agreed to let her serve, she can't possibly show court approval to modify
23 this trust section because no such petition exists. Rusty and Constance
24 Larsen are both attorneys. It is presumed that they have both read the trust
25 document and know what it says and yet are still continuing to act in
26 violation of it (Violation of Probate code 16000. No further argument on

1 whether Rusty has any legal authority to be trustee of B and C should be
2 entertained as she is an individual and not an employee within an institution
3 or corporation and a Probate Code Section 14303(a), court approved petition
4 does not exist.

5 However, Jennifer does want the court to note that she is fully
6 prepared to present evidence contrary to Rusty's allegations concerning the B
7 and C trusteeship in accordance with what is already stated in her petition.

8
9 2. Page 2 Paragraph 2(a). While Jennifer admits that Rusty took over as
10 trustee and did perform the tasks she claims, she gravely fails to
11 admit the quality of her performance. Rusty may have paid taxes, but
12 she paid the property tax due April 11, 2011 on Mary's residence almost
13 two months late on June 6, 2011, incurring a penalty at the expense of
14 the trust (Exhibit R). It should be noted that the property tax became
15 due during the time Jennifer was refusing to sign the Settlement
16 Agreement which Rusty had initiated in an effort to satisfy Bradd's
17 desire to have the residence sold. Rusty only paid this property tax
18 installment after filing her petition with the court.

19 Rusty may be in charge of maintaining trust property, but her idea of
20 maintaining the property fails to meet the "Reasonable man" test for
21 negligence as to the knowledge and judgment which society requires for its
22 members and the protection of others Restatement Torts 2d section 283(b).
23 "Negligence will exist upon a failure to "do something which a reasonable
24 man, guided by those considerations which ordinarily regulate the conduct of
25 human affairs would do or something which a reasonable man would not do 43
26 S.W. 508,509." A prudent trustee would not allow the home she is to maintain

1 for a beneficiary to fall into the condition that Jennifer found it on April
2 3, 2011 and which she found in the same condition June 15, 2011 when the
3 pictures in EXHIBIT S were taken during an inspection of the trust property
4 by the former on site manager, of the Lake San Marcos Common Area Management
5 Group, Community Development Corporation at the request of and accompanied by
6 Jennifer. Such "maintenance" by the trustee also fails to satisfy the duty
7 imposed by Probate Code 16006 which mandates that she take reasonable steps
8 to preserve trust property.

9 3. Page 3 Paragraph 2(b). As explained supra, Rusty cannot legally be
10 trustee of B or C despite her allegations in this section of her
11 Objections to the Petition to Remove Trustee.

12 Rusty is attempting to mislead the court that "contentions broke out
13 between the siblings over the terms of the trust *shortly after Mary's death.*"
14 *Shortly before Mary's death*, Bradd had become unhappy when he learned that
15 Mary had asked Rusty to take the Mercedes car to ready it for sale at Hoehn
16 Motors as per the terms of the 8th amendment page 3 paragraph 1 (EXHIBIT T -
17 FW Re: Mom's Car e-mail). Rusty was well aware of the problems in connection
18 with the car and the fact that Bradd was demanding documents, tax returns,
19 and any audits performed while his mom was terminally ill with stage 4 breast
20 cancer and, though unknown at the time, a week away from death (Exhibit U -
21 Re: Urgent Demand for documents). Therefore, Rusty's attempts to distort and
22 cover up the true timing of events, as well as the purpose of the Settlement
23 Agreement initiated for the benefit of Bradd (Exhibit Q), are more examples
24 of her prejudice against Jennifer in favor of Bradd and confirms her
25 stubborn refusal to comply with Probate Code 16003 where she is mandated to
26 deal impartially with beneficiaries.

1 4. Page 4 Paragraph 3(a). Rusty states that she has dealt with all
2 beneficiaries equally because she has done accountings. Jennifer fails
3 to equate providing an accounting as being the sole act necessary to
4 satisfy Probate Code 16003. If Rusty truly believes that is the full
5 extent of being a neutral trustee, she is not qualified to serve.
6 There were also significant problems with this accounting which
7 Jennifer's former law firm should have objected to. These include costs
8 for repairs necessitated by the trustee failing to maintain the trust
9 property, car insurance and registration on the Mercedes which was
10 suppose to have been sold at Hoehn motors, a bounced check fee, trustee
11 fees for cleaning out drawers in Mary's bedroom when the trust document
12 states that all tangible items not specifically left to individual
13 beneficiaries are to stay with the residence while it is a life estate.
14 It does show the payment of property taxes but fails to clarify that
15 included in this fee was a penalty for late payment (Exhibit R) All of
16 these show either a willingness to violate the terms of the trust
17 document (violation of Probate Code 16000), lack of maintaining trust
18 property (Violation of Probate Code 16006), and failure to deal
19 neutrally with the beneficiaries (violation of Probate Code 16003).
20 Though not exhibited at this time, this accounting will be entered into
21 evidence should litigation proceed.

22 5. Page 4 Paragraph 3 (b). Jennifer denies this allegation.

23 6. Page 4 Paragraph 3. As discussed in our Objections to Rusty's
24 petition pertaining to Internal Affairs of the Trust, that this
25 document was filed before any misspending of Trust B and C has been
26 proven and was done to please Bradd as per his instructions in Exhibit

1 Q. It should also be noted that the chart Bradd has entered into
2 evidence does not accurately reflect the true division of trust assets
3 (see exhibits X and Y as well as discussion infra)
4

5 7. Page 4 Paragraph 3 (d). Jennifer denies that she wanted the Mercedes
6 car returned to the home. This was done at the request of Bradd and
7 Melody immediately following Mary's death, some 2 months before the
8 Settlement Agreement negotiations began in December 2010. (See exhibit
9 T as proof of Bradd's concern about the car) as well as the information
10 in paragraph 3 of this document. It is clear that there were no
11 settlement negotiations until after December 4, 2010 evidenced by
12 Bradd's statement of being "willing to mediate this mess" in Exhibit Q.
13 Rusty is simply trying to cover up her determined efforts to help Bradd
14 in violation of Probate Code 16003. Additionally, Page 3 paragraph 1 of
15 the 8th amendment states that Hoehn Motors is to sell the car, not the
16 trustee. Therefore if Rusty was "in the process of selling the car"
17 she is once again refusing to follow the terms of the same 8th
18 amendment which made her trustee of A and by doing so is in violation
19 of Probate Code 16000.

20 8. Page 5, paragraph 4. Rusty denies that she has shown continual
21 hostility to Jennifer by denying all allegations of Paragraph 27 of the
22 Removal of Trustee Petition. Her pattern of hostility should be clear
23 from what has already been offered into evidence and in the exhibits
24 accompanying this document. Jennifer is also now representing herself.
25 Rusty inadvertently sent her an e-mail intended for her former counsel,
26 Sonja Panatonovic, blatantly stating that she hates pro-pers simply

1 because Jennifer was calling a Probate statue they were trying to
2 violate - Probate Code 11754. If Rusty hates pro-pers, how will she
3 be able to neutrally deal with Jennifer in the future?

4 Rusty's statement "I say drop the Settlement Agreement (that they were
5 trying to force Jennifer to sign) and let the beneficiaries duke it out in
6 court" also goes to show that the beneficiaries of this trust might not be in
7 court today if Jennifer had been more compliant. Once again Rusty is
8 demonstrating hostility toward Jennifer (Violation of Probate Code 16003), a
9 willingness to violate Probate law (Probate Code 11754), as well as
10 unprofessional conduct by drinking alcohol during the course of the handling
11 of trust matters (EXHIBIT V).

12 In addition, Rusty has continued to show hostility towards Jennifer by
13 engaging in discovery which violates CCP 2023 a(3). One example of this can
14 be seen found within the documents that were filed for the Motion for a
15 Protective Order that is set to be heard before this court on April 19, 2012.
16 Another incident violating CCP2023 a(3)involved the taking of a computer that
17 Mary and Jennifer both used during Mary's life and was at the trust property.
18 Mary had left specific instructions that Jennifer was to have this computer
19 after her death and Jennifer had set protective passwords and had her own
20 personal information on it. Not only had Rusty refused to distribute the
21 computer to Jennifer, she took it from the trust property without informing
22 Jennifer, claiming she needed Mary's financial information off of it when
23 Jennifer previously had let her put it on a scan disc. The next day in
24 court, Steve Barnes, Jennifer's former attorney, asked Constance Larsen,
25 Rusty's office mate and present attorney, for the return of the computer.
26 Constance Larsen apparently refused and only offered that he could be present

1 during the time the IT man was there for "identification of files", a process
2 which would expose Jennifer's personal information to a third party. To pay
3 former attorney, Mr. Barnes, to do this would have caused Jennifer an extra
4 expense and opened her up to embarrassing exposure of information regarding a
5 problems with a book she'd had published. It also placed an undue burden
6 upon her as she now had no way to work or make electronic contact from the
7 residence that was supposed to be her life estate. Additionally the
8 California State Bar Guidelines of Civility and Professionalism Section 17
9 (a) and (b) call for an attorney to take protective measures in regards to
10 personal information. Exposure of personal information to third parties is
11 at the least annoying and could possibly cause an undue burden and expense
12 should that information be misused, thus violating CCP 2023 a(3). Rusty's
13 blatant disregard for the safeguarding of Jennifer's personal information is
14 evident in the letter Constance Larsen sent to Jennifer's formal counsel in
15 the statement "Jennifer may have used the computer with Mary's permission,
16 but by doing so she may have forfeited any expectation of privacy as to her
17 personal information on the computer." (Exhibit W - Letter from Constance
18 Larsen).

19 9. Page 5 Paragraphs 5 and 6. Jennifer has entered enough exhibits into
20 evidence to negate Rusty's denial.

21 10. Page 5 Paragraph 7. Following Rusty's logic as concerns Mr Mess'
22 appropriateness to be trustee because he will be a witness should this
23 matter proceed to trial; Rusty is therefore also unfit to continue as
24 trustee. She will also be called as a witness. She accused Mary of
25 "misspending" Trust B and C based on a Trust Division Chart submitted
26 by Bradd to this court which does not reflect the accurate division of

1 trust assets and no misspending has yet actually been proven.
2 Therefore, she also is a biased witness. (see Exhibit X faulty division
3 of trust assets entered into evidence by Bradd in his petition and
4 Response and objections to Rusty's petition as well as Exhibit Y Chart
5 reflecting correct division of trust assets)

6 11. Page 5 Paragraphs 8 and 9. Jennifer objects to Rusty's denials.
7

8 **Prayers for Relief**

- 9 1. An affirmative decision for her Removal of Trustee petition in its
10 entirety.
- 11 2. Restoration of Trust B and C to Jennifer with all assets and
12 documentation delivered to her within 10 business days
- 13 3. A restoration to Trust B of all costs, trustee fees and attorney fees
14 incurred by the trust during the time of illegal administration of
15 Trust B by Rusty Grant.
- 16 4. Reimbursement of attorney's fees to Jennifer in her defense of Trust B
17 and her concerns as a beneficiary of Trust A, that she has incurred in
18 paying Hickson, Kipnis and Barnes as their former client during this
19 trust litigation. While attorney fees are not usually collectible in
20 probate cases, Jennifer prays that an exception be made since she was
21 compelled to hire the firm to protect her against Rusty's numerous
22 violations of the various sections the probate code as discussed supra,
23 and the blatant hostility she was being shown that violated not only
24 statutory law but also the guidelines of the California State Bar
25 Guidelines of Professionalism and Civility.
26

1 5. The affirmative relief of all other prayers included in her original
2 petition for Removal of Trustee and Objections to Rusty's petition for
3 Internal Affairs of the Trust

4 6. All other relief as the court determines just and proper.

5
6 Dated this 5th day of January, 2012

7 _____
8 Jennifer Grant
9 840 Haverford Avenue, #2
10 Pacific Palisades, CA 90282
11 sjennig@yahoo.com
12 (310) 454-0899
13 Pro Per

14 Original file this _____ day of January,
15 2012, with:

16 Clerk of Court

17 And copy mailed the _____ day of January, 2012

<u>NAME/ADDRESS</u>	<u>RELATIONSHIP TO TRUSTOR</u>
Betty M. Huffman 1625 La Verde Lake San Marcos, CA 92078 Carlsbad, CA 92008	Sister and Beneficiary
Minda McConnell 624 Parker Street Oceanside, CA 92057	Friend and Beneficiary
Irma Arroyo 1755 Boyle Place Escondido, CA 92025	Friend and Beneficiary
Melody Underwood P.O. Box 2611 Crestline, CA 92335	Daughter and Beneficiary
Paul N. Schwichtenberg 4193 McConnell Avenue Los Angeles, CA 90066	Son and Beneficiary

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Bradd Schwichtenberg
5702 Maiden Lane
Bethesda, MD 20817

Son and
Beneficiary
Unsure/possible pro per

Rusty Grant
345 West 9th Avenue
Suite #102
Escondido, CA 92025

Successor Trustee of A
Illegally acting Trustee
of B and C

Constance Larsen
345 West 9th Avenue, #102
Escondido, CA 92025

Attorney for Rusty Grant

Law Offices of Richard B. Mcgurn
Attn: Richard B. Mcgurn
1015 Chestnut Avenue, Suite E3
Carlsbad, CA 92008

Acting Attorney/
status unknown for
Bradd Schwichtenberg



Property Tax Search Results

Step 2 of 6



Your search for Bills related to Parcel Number 221-600-09-05
produced the following results:

Secured

	Parcel No	Owner	Inst1	Due Date	Status	Inst2	Due Date	Status	Total Due	Specify Amount(s) to Pay
View Detail	221-600-09-05	SCHWICHTENBERG REVOCABLE FAMILY TRUST A 07-28-97	1,937.18	12/10/2010	PAID ON 11/12	2,140.89	4/11/2011	PAID W/PENALTY ON 06/06	4,078.07	No Payment Due
View Detail	809-361-88-50	SCHWICHTENBERG REVOCABLE FAMILY TRUST A 07-28-97	-134.78	8/1/2011	PAID	-134.78	11/30/2011	PAID	-269.56	No Payment Due

Note: Payments normally take 24-48 hours to be reflected on your account.

[New Search](#)

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Picture One – Newspaper Dated Wednesday June 15, 2011



Picture Two – Cesspool Fountain



Picture Three – Broken Pipes



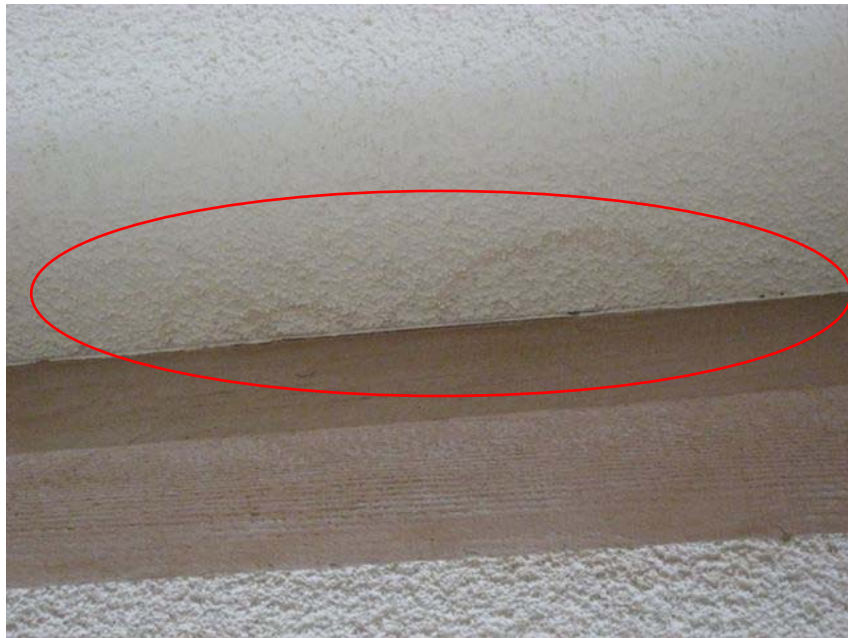
Picture Four – Unweathered Proofed Fence covered in bird droppings



Picture Five – Bathroom water stain crack unfixed



Picture Six – Picture Hall water stain with hanging stucco



Picture Seven – Den water stain



Picture Eight – Cracked Pot and unearthed pipes

EXHIBIT T - EMAIL FROM BRADD



Re: Moms car

Saturday, August 21, 2010 10:09 AM

From: "Schwichtenberg, Bradd R HQ02" <Bradd.R.Schwichtenberg@usace.army.mil>

To: sjennig@yahoo.com, "Schwichtenberg, Bradd R HQ02" <Bradd.R.Schwichtenberg@usace.army.mil>, cadream@comcast.net

Ok will do - you do have a responsibility to let Paul and Mel know what is going on with Moms car

Message sent via my BlackBerry Wireless Device

From: Jennifer Grant <sjennig@yahoo.com>

To: Schwichtenberg, Bradd R HQ02

Sent: Sat Aug 21 11:53:35 2010

Subject: Re: Moms car

I do not have legal authority to provide legal documents. Mom's attorney is the one with the authority to do that. Her name is Sonja Panajotovic at 310-463-8645. You may call her on Monday. Her address is 1391 Palisades Drive, Pacific Palisades, CA 90272. You may also e-mail her at sp@sonjaplav.com.

--- On Fri, 8/20/10, Schwichtenberg, Bradd R HQ02 <Bradd.R.Schwichtenberg@usace.army.mil> wrote:

From: Schwichtenberg, Bradd R HQ02 <Bradd.R.Schwichtenberg@usace.army.mil>
Subject: Re: Moms car
To: sjennig@yahoo.com, "Schwichtenberg, Bradd R HQ02" <Bradd.R.Schwichtenberg@usace.army.mil>, cadream@comcast.net
Date: Friday, August 20, 2010, 11:59 PM

Jennifer

Thanks for the info as I now understand what's going on with Moms car.

Since actions are being taken that affect all 4 of us, please let all of us know.

I was under the impression that actions affecting Moms estate would be handled after her passing. We agreed to wait at that time and then you would provide the legal documents associated with Moms estate to the 3 of us.

Since actions are occurring now, please provide to me all the legal documents associated with Moms estate including the name and contact info of the trustee and

othe legal and professional parties associated with Moms estate. I understand Don Mess is the accountant and Sonya is the attorney, but I need her full name and address as I only have her tel and email.

Please inform the others about the status of Moms car.

Thanks

Bradd

Message sent via my BlackBerry Wireless Device

From: Jennifer Grant <sjennig@yahoo.com>
To: Schwichtenberg, Bradd R HQ02
Sent: Fri Aug 20 22:05:00 2010
Subject: Re: Moms car

The car has been removed in order for preparation for sale by Hoehn Motors as per specific instructions in Mom's trust. Mom asked yesterday for it to be removed prior to her death and made ready for sale as she no longer needs it and does not want anything to happen to it prior to her death or that would inhibit the sale. The jeep belonged to the trustee who removed Mom's car. After delivering the Mercedes into safe keeping she needed a ride back to pick up her own car, the jeep. The jeep is no longer in mom's garage.

Per mom's trust provision,, Hoehn Motors will sell the car at the time of mom's death and the sale money will be evenly divided among us 4 children.

--- On Fri, 8/20/10, Schwichtenberg, Bradd R HQ02
<Bradd.R.Schwichtenberg@usace.army.mil> wrote:

From: Schwichtenberg, Bradd R HQ02
<Bradd.R.Schwichtenberg@usace.army.mil>
Subject: Moms car
To: sjennig@yahoo.com
Cc: "Schwichtenberg, Bradd R HQ02"
<Bradd.R.Schwichtenberg@usace.army.mil>, cadream@comcast.net
Date: Friday, August 20, 2010, 7:14 PM

Jennifer,

I heard that Mom's car is gone and there is a jeep in her garage. Just wanted to know what's up.

Thanks

Bradd

Message sent via my BlackBerry Wireless Device

Exhibit U - EMAIL RUSTY / BRADD



RE: Urgent demand for documents

Monday, August 23, 2010 7:21 PM

From: "Rusty Grant" <rustygrant@sbcglobal.net>
To: "Sonja Panajotovic" <sonja@sonjaplav.com>
Cc: "Jennifer Grant" <sjennig@yahoo.com>

Hi Sonja and Jennifer

Your response to the e-mail is fine by me. it concisely states the current state of Mary's situation and estate. I know that I am the successor trustee upon Mary's death and he is probably wondering why the car was removed from the house but it was done so only at Marys specific oral request. I think in the conversation between Bradd and Jennifer, there was some miscommunication about the current trustee.

Rusty Grant
Attorney at Law
345 W. 9th Avenue, Suite 102
Escondido, Ca 92025
760-745-5055
760-743-6312 (fax)

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--- On **Mon, 8/23/10, Sonja Panajotovic <sonja@sonjaplav.com>** wrote:

From: Sonja Panajotovic <sonja@sonjaplav.com>
Subject: RE: Urgent demand for documents
To: "'Rusty Grant'" <rustygrant@sbcglobal.net>
Cc: "'Jennifer Grant'" <sjennig@yahoo.com>
Date: Monday, August 23, 2010, 6:45 PM

Hi Jennifer & Rusty!
Do you think this is ok to send to Bradd?

Dear Mr. Schwichtenberg,

I understand your concern regarding your mother's estate. However, it is my understanding that your mother has not yet passed. Consequently, I cannot provide you with any of her estate planning documents at this time. Furthermore, there has been no change in the current trustee. Accordingly, under California law, no notification to heirs or beneficiaries is required. Upon the irrevocability of the Trust, you and your siblings will be promptly notified of the change of trustee and of the administration of the Trust. Until such time, only your mother has the authority to disclose her estate planning documents to you. I am sorry I am unable to be of more help to you at this time.

Sincerely,
Sonja Panajotovic

From: cadream@comcast.net [mailto:cadream@comcast.net]
Sent: Saturday, August 21, 2010 8:16 PM
To: sp@sonjaplav.com
Cc: cadream@comcast.net; bradd.r.schwichtenberg@usace.army.mil
Subject: Urgent demand for documents

Sonja Panajotovic
1391 Palisades Drive
Pacific Palisades , CA 90272

Ms. Panajotovic,

After communicating with my sister Jennifer Grant regarding the estate plan of Mary Schwichtenberg, I demand that your office provide to me a complete copy of the original estate documents. I also demand a complete copy of the original will and any codicils in your possession, complete copies of the all of the original trust documents and complete copies of all amendments to those trust documents.

My sister told me also that a new trustee had been appointed. Please provide me with the name, address and phone number of the current trustee.

Please also provide me with copies of any tax return or other tax filings on behalf of the trust.

Lastly, if you have in your possession, any audit documentation for the trust, please provide me with a copy of those documents. If those documents are not in your possession, please provide me with the name, address and phone number of the individual or firm that conducted that audit.

Your prompt attention to this matter is appreciated. If there are a lot of documents, please let me know and I will make arrangements for copies to be made or I will pay reasonable fees for

the copies. If these documents can be accurately scanned and e-mailed to me that would be fine. Due to the current situation, time is of the essence. Therefore, I am demanding that you forward these documents to be by close of business on August 24, 2010.

Thank you.

Sincerely

Bradd Schwichtenberg
5702 Maiden Lane
Bethesda, MD 20817
Email cadream@comcast.net
Home 301 312-6730
Cell 202 573-1644

Exhibit V - EMAIL - VIOLATION PROBATE CODE 16003



Re: Contrary to Law terms in Settlement Agreement

Thursday, March 24, 2011 6:06 PM

From: "Rusty Grant" <rustygrant@sbcglobal.net>

To: "Jennifer Grant" <sjennig@yahoo.com>

Sonja

Can you believe this woman? I say drop the settlement agreement and let the beneficiarieres duke it out in court.

I hate pro pers. Of course I am sitting here with a glass of wine so my tolerance level is low.

Rusty Grant
Attorney at Law
345 W. 9th Avenue, Suite 102
Escondido, Ca 92025
760-745-5055
760-743-6312 (fax)

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--- On Thu, 3/24/11, Jennifer Grant <sjennig@yahoo.com> wrote:

From: Jennifer Grant <sjennig@yahoo.com>
Subject: Contrary to Law terms in Settlement Agreement
To: "sonja panajotovic" <sp@sonjaplaw.com>, "Rusty Grant" <rustygrant@sbcglobal.net>
Date: Thursday, March 24, 2011, 3:54 PM

Hi Sonja and Rusty:

You cant have terms contrary to law within a settlement agreement unless the beneficiaries knowingly waive their right to what is provided by law. Section 11754 of the California Probate Code says that the the expenses of administering the estate SHALL (the probate code goes on to define "SHALL" as MANDATORY) include reasonable storage, delivery and shipping costs of the property in the estate to a distributee. Thus you cannot include terms which say that we have to remove our property within 20 days after a reasonable buyer makes an offer on the house (though, I suppose, the

TRUSTEE could ship, deliver or store the property if she chooses within 20 days). Also, to receive the items in Exhibit A, beneficiaries do not need an appt to come to the house, though it is nice to offer that option, since their property may be shipped, delivered, or reasonably stored instead. The property must be SHIPPED at the estate's expense, unless we CHOOSE to pick the items up and pay for the shipping, thus waiving that right. If I am away from home for a period of time at the time of the offer on the house, that also constitutes for reasonable storage to be paid until I get back and can receive the delivery. Thus both the Exhibit A clause and the 20 day clause need to be amended to conform with California law.

As for myself, I know I wish to claim some items myself by coming to the house for a Exhibit A distribution and have a right to claim my personal belongings still there at any time. Some Exhibit A items and personal belongings I will wish to have shipped or delivered. All round robin items I will probably choose to have shipped or delivered. If I am unavailable to receive any shipped or delivered items because I am away. I want them stored until my return whereupon I can receive the delivery.

Furthermore, the 20 day clause, which is contrary to California law, did not appear in any earlier draft of the Settlement agreement for beneficiaries to comment on prior to this "final" agreement. That is not ethical to add a new dimension to an already contrary to law item in a document at the last moment and then demand that we sign it or threaten to take measures which would preclude the choice to sign a legally compliant settlement agreement. Who was behind that one?? It also should have never been in the settlement agreement in a prior form ("responsibility of the beneficiaries to remove their items) as this willfully violates Section 11754.

Sonja, you still never addressed why "Immediately" was taken out of "upon execution of this agreement" for the special gifts. It was suppose to read "immediately upon execution of this agreement". Please add back in.

When we have an agreement that complies with California law, please print me out a copy for Baxter to give to me or mail one to me.

Thank you, Jennifer

PS I will ask the same lawyer who I contacted before to review the Settlement Agreement to find out what else may be contrary to California law of what I was not informed and was put into the agreement. At this point, I have not retained him. However, as the Settlement Agreement states, I have a right to be fully informed by counsel before I sign anything. I have a right to a legally compliant agreement unless there are terms contrary to law that I have knowingly waived. Since there is already something contrary to law in the agreement which I discovered on my own, it is certainly prudent now for me to have an attorney's opinion. I need a lawfully compliant agreement to show the attorney.

Thus, the 3/25 date is unreasonable due to all of the above. Until the Agreement is lawfully compliant and I have time for an attorney to look the amended draft over, I will view any proceeding with administering the estate as an action discriminating against me.



CONSTANCE J. LARSEN, LLM

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(760) 743-5216**

August 9, 2011

Steven J. Barnes, Esq.
Hickson Kipnis & Barnes, LLP
11975 El Camino Real
Suite 200
San Diego, CA 92130

Re: Schwichtenberg Trust

Dear Mr. Barnes:

I had the opportunity to review your letter outlining your client's concerns with the Trustee, please find the following in response:

A. Maintenance of the Lake San Marcos Residence

The roof leak has been repaired so there should not be any more seepage. The Trustee has surveyed the internal damage and it does not appear to be any worse then before. The Trustee has had the drywall ceiling replaced, replaced and textured.

There should not be any mold issues as the roofers replaced all boards with water damage when the roof was repaired. The interior repairs addressed any structure that is susceptible to mold issues.

The irrigation system has been throughly inspected and any required repairs have been made. There is a lawn maintenance company who has been hired to take care of the yard, including maintaining and repairing any issues with the irrigation system.

The repairman did not find any current leakage from the master bathroom toilet. The Trustee will check it again just to make sure. There is some touch-up painting needed in the bathroom, but since it is not critical, the Trustee will wait until a determination has been made regarding the house.

The property is insured with State Farm. The renewal premium was paid on June 29, 2011.

B. The Trustor's Computer

I have no objection of your suggestion of having a neutral computer person identify files on Mary's computer. My concern is the cost. There does not seem to be any dispute the computer belonged to Mary. Jennifer may have used it with Mary's permission, but by doing so she may have forfeited any expectation of privacy as to her personal information on the computer. I spoke with an attorney friend who works with IT issues and asked for a recommendation. He stated he uses Bruce Birch at Zugogo.com for issues like this. Bruce is not a forensic computer person, but is affordable and does a good job. If he is acceptable to you, I will contact him and obtain an estimate of cost.

Once the information is retrieved from the computer, I see no reason the computer cannot be distributed to Jennifer.

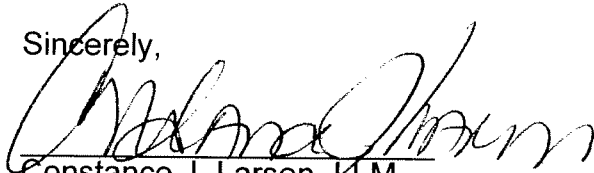
C. Other Request

The Trustee does not have any Christmas Cards addressed to Mary which she has not already forwarded to Jennifer.

I have received a request from Melody regarding the dining room table and chairs, buffet table and china cabinet. These are items given to Melody by Mary, enclosed is a copy of the handwritten note evidencing the gift. Melody would like to pick up the items. I see no benefit in the Trustee holding on to these specific bequests. Please advise if your client has any objections.

If you preference is to send correspondence by email, my email address is "cjlarsen-eplaw@sbcglobal.net".

Sincerely,



Constance J. Larsen, LL.M.
Attorney at Law

Exhibit X - Proposed Division of Asset Chart Submitted by Bradd

Chart #2
Revised 10/30/97 - FINAL

THE SCHWICHTENBERG FAMILY TRUST
ALLOCATION OF TRUST ASSETS

Trust Assets at date of death:	DOD Value	50% to Trust A	Allocated Value	61.8% to Trust B	Allocated Value	38.2% to Trust C	Allocated Value
Real Property:							
Residential real property located at 1521 Via Entrada Del Lago, San Marcos CA 92069	235,000.00	100%	\$235,000.00				
Brokerage Accounts:							
A. G. Edwards account #557- 021590-013							
200 shares Baimco	1,800.00					200 shares	1,800.00
200 shares Bonavista Petroleum Ltd.	189.10	200 shares	189.10				
143 shares Conlex Corp	7,395.78	143 shares	7,395.78				
15 shares El Paso Natural Gas Co New	1,037.81	18 shares	1,037.81				
100 shares Fluor Corp	5,928.13					100 shares	5,928.13
240 shares Fortune Brands Inc	8,407.50	240 shares	8,407.50				
240 shares Galtaher Group PLC Sponsored ADR	4,350.00	240 shares	4,350.00				
624 shares Kimberly Clark Corp	31,375.50			624 shares	31,375.50		
600 shares Luews Corp.	62,212.50	600 shares	62,212.50				
600 shares Mesa Inc.	3,412.50					600 shares	3,412.50
200 shares Mitchell Energy & Dev Corp., Class A	4,768.75					200 shares	4,768.75
40 shares Newport News Shipbuilding Inc.	811.25	40 shares	811.25				
200 shares Tenneco Inc. New	9,400.00					200 shares	9,400.00
3,987,241 shares Franklin Calif Tax Free Trust Insued Tax Free Income Fund - Class I	49,681.02			3,987,241 shares	49,681.02		
IDS Account #57303190 3 021							
572,931 shares IDS High Yield Tax- Exempt Fund	2,652.67	572,931 shares	2,652.67				
\$162,000 United States Treasury Bond, 13.1250%, due 5/15/2001	200,728.12	\$162,000	200,728.12				
\$216,000 United States Treasury Bond, 13.2500%, due 5/15/2014	338,107.50	\$164,000	256,711.25			\$62,000.00	81,396.25
124,230 901 shares IDS High Yield Tax-Exempt Fund	574,830.02		55,886.54		518,943.48		
Cash:	48,932.36		48,109.01				823.37
Annuities:							
IDS Immediate Annuity Policy #9300 31066033 3	263,260.69						263,260.69
Miscellaneous Assets:							
1995 Dodge Van, with medical transport upgrades	25,000.00	100%	25,000.00				
Clothing, furniture and furnishings, and personal effects	5,000.00	100%	5,000.00				
	1,884,281.22		\$913,491.53		\$600,000.00		\$370,789.69

A.G. Edwards & Sons, Inc.
MEMBER S&P

Kenneth R. Klauber
Branch Manager
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760-930-2444 / 800-566-2443
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CA Ins Lic #0A57352

Exhibit Y - Correct Division of Assets Chart in
accordance with Schedule G of Norman's 706 form

ESTATE OF NORMAN SCHWICHTENBERG				
ALLOCATION OF ASSETS ON SCHEDULE G				
	TOTAL	TRUST A	TRUST B	TRUST C
PERSONAL RESIDENCE	235,000	235,000		
200 SHS. BAIRNCO CORP	1,800	1,800		
200 SHS. BONAVIDA PETROLEUM	192	192		
143 SHS. CENTEX	7,396	7,396		
124,230.901 SHS. IDS HIGH YIELD	575,189	399,532	175,657	
18 SHS. EL PASO NATURAL GAS	1,038	1,038		
100 SHS. FLUOR CORP.	5,928	5,928		
240 SHS. FORTUNE BRANDS	8,408	8,408		
240 SHS. GALLAHER GROUP	4,350	4,350		
624 SHS. KIMBERLY CLARK	31,376		31,376	
600 SHS. LOEWS CORP.	62,212	62,212		
600 SHS. MESA INC.	3,412	3,412		
200 SHS. MITCHELL ENERGY	4,769	4,769		
40 SHS. NEWPORT NEWS	811	811		
DIVIDEND	2	2		
200 SHS TENNECO, INC.	9,400	9,400		
3,987.241 SHS. FRANKLIN CA TAX-FRE	49,681		49,681	
162 \$1,000 U.S. TREASURY BONDS	200,728	200,728		
ACCRUED INTEREST	4,276	4,276		
216 \$1,000 U.S. TREASURY BONDS	338,108	0	338,108	
ACCRUED INTEREST	5,755	5,755		
IDS LIFE - ANNUITY IN IMMEDIATE PA	263,261			263,261
PAUL SCHWICHTENBERG NOTE	183,138			183,138
ACCRUED INTEREST	6,986	6,986		
1995 DODGE VAN	25,000	25,000		
FIRST PACIFIC NAT'L BANK	34,828	38,490		
ACCRUED INTEREST	6			
FIRST PACIFIC NAT'L BANK	1,757			
ACCRUED INTEREST	1			
A.G. EDWARDS MONEY MARKET ACCT	1,895			
ACCRUED INTEREST	3			
	2,066,706	1,025,485	594,822	446,399
TOTAL OF TRUSTS B & C			1,041,221	
ONE-HALF OF TOTAL ESTATE		1,033,353	1,033,353	
		(1,025,485)	(1,041,221)	
		7,868	(7,868)	