

Wendy had a Trust when I inherited her as a client from one of our Financial Advisors that retired in August of 2014. She informed me that she was unable to get hold of the attorney that created her Trust many years ago and that the Trust needed to be updated. Her original Trust attorney was John Woodrow.

I recommended she use Robyn Interpreter, a client of mine and an Attorney that has done a lot of Trust work for my clients and family. Robyn Interpreter updated Wendy's Trust.

Mary Dahl was an estranged friend that Wendy had known for years. Because Wendy had no one else, she asked Mary to be her POA so she could have her hip replaced. Mary agreed and Mary also had a copy of the original Trust done by John Woodrow.

In the first quarter of 2016 Mary Dahl became POA and Co-Trustee of Wendy's Trust so she could take care of Wendy's affairs so she could have the hip surgery. Wendy also made Mary Dahl a 20% Beneficiary in her Trust. Mary received copies of the new updated Trust.

NOTE-Wendy's original Trust had a compensation clause that stated a Trustee could be compensated or reimbursed for expenses or services rendered. The updated Trust completed by Robyn Interpreter did NOT have an allowance for compensation. It stated that upon the death of the owner of the Trust that the Executor of the Estate, also Mary Dahl, would be compensated for time spent distributing the assets and that a reasonable % fee could also be charged based on the total amount of the assets of the Trust.

On April 18th 2019 When Wendy terminated the POA that was given to Mary Dahl at a lunch meeting with the three of us there, the first thing Mary Dahl said was "what's next, are you taking me out of the Will/Trust too"? Wendy wasn't sure at that point. Wendy no longer needed Mary at this point. She was home and doing just fine on her own handling her business and Mary kept trying to access Wendy's Financial statements. This eventually led to Mary's termination. Shortly before Mary's termination, Wendy was able to get in contact with her original attorney John Woodrow and explained the constant meddling Mary was continuing with and that she was no longer needed so John Woodrow told Wendy what to write in an official letter to Mary and to email a copy and overnight the original to Mary in Prescott. Wendy emailed the letter the afternoon after our lunch and also overnighted the original.

The same evening Mary Dahl called me demanding she be paid for all of the time she put in to get Wendy through the surgery. I told her I didn't have the authority to do that and she would need to talk to Wendy.

The next morning Mary emailed an invoice to Wendy and myself for \$55,000. Wendy made an appointment that same day and asked me to come with her to John's office so she could show him the invoice and ask how to proceed. Mary also called me the morning she sent the invoice and said if Wendy doesn't pay, she'll just sue her.

John said to ignore it and cease all contact with Mary and worst-case Mary would file a lawsuit and would probably lose in court.

April 18th 2019 Wendy terminates Mary Dahl as POA at lunch

May 1 2019 Effective date revoking Mary of Co-Trustee

June 19 2019 Mary files police report- Identifying herself as POA and Co-Trustee of a friend of hers that she feels is being taken advantage of and tells the Police Wendy has Dementia

June 26 2019 Mary files lawsuit against Wendy for \$56,094

Wendy is served with the lawsuit documents. Wendy calls me to go with her to John Woodrow's office to review the documents. As John is reviewing the documents, he points out that he wrote the page of the Trust that Mary included with the lawsuit to show the court she is entitled to be compensated. John then pulled a copy of the Trust updated by Robyn Interpreter and looked at the page discussing compensation and he pointed out that Robyn Interpreter didn't allow for this. Only the Executer is compensated for settling the Estate. So, in essence she chose an expired document that suited her needs more than using the current compensation page of the actual updated Trust. She had copies of both Trusts so she chose to use the old document that was no longer valid.

Mary filed the original lawsuit against the Trust and the court said it didn't recognize the Trust as a person so Mary had to re-file against Wendy personally.

John Woodrow's partner Chuck Onofry handled the lawsuit.

Mary offers to drop the amount to \$55,000 if Wendy agrees to handle the matter through arbitration and agrees to pay what the Arbitrator comes up with. I believe Wendy refused and Mary eventually dropped the lawsuit altogether.