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10 Attorneys for Beneficiaries
ZACHARY WILLIAMS, ZELDA WILLIAMS and
11 CODY WILLIAMS

12 SUPERIOR COURT OF THE STATE OF CALIFORNIA
13 COUNTY OF SAN FRANCISCO

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16 In the Matter of the:

17 THE ROBIN WILLIAMS TRUST
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Case No.: PTR-14-298367

**OBJECTIONS TO BENEFICIARY'S
PETITION FOR INSTRUCTIONS PER
PROB. CODE §§ 17200 et seq.
REGARDING INTERPRETATION OF
TRUST TERMS**

Date: March 30, 2015
Time: 9:00 a.m., Room 204
Dep't: Probate Dept.

ELECTRONICALLY

FILED

Superior Court of California,
County of San Francisco

JAN 21 2015

Clerk of the Court
BY: DIANE HAKEWILL
Deputy Clerk

1 ZACHARY WILLIAMS, ZELDA WILLIAMS, and CODY WILLIAMS (the “Williams
2 Children” or the “Beneficiaries”), beneficiaries of the Second Amendment to and Complete
3 Restatement of Trust Agreement of the Robin Williams Trust (the “Trust” or the “Trust
4 Agreement”) submit these Objections to Beneficiary’s Petition for Instructions Per Prob. Code
5 §§ 17200 *et seq.* regarding Interpretation of Trust Terms (the “Petition”), filed on December 19,
6 2014 by Susan Schneider Williams (the “Petitioner”). The Williams Children object to the Petition
7 and request that this Court honor the Trust Agreement as clearly written and intended by the Settlor,
8 Robin Williams (“Mr. Williams” or the “Settlor”). In support of these objections, the Williams
9 Children hereby make the following allegations:

10 INTRODUCTION

11 The Williams Children are heartbroken that Petitioner, Mr. Williams’ wife of less than three
12 years, has acted against his wishes by challenging the plans he so carefully made for his estate.
13 While it is styled as a request for instruction, the Petition in fact appears to be a blatant attempt to
14 alter the disposition of assets Mr. Williams specifically planned and provided for under the terms of
15 the Trust Agreement. In particular, the Petition seeks to modify Mr. Williams’ disposition of
16 certain tangible personal property to the Williams Children or, failing that, to redefine the tangible
17 personal property bequeathed to the Williams Children in a way that would prevent them from
18 receiving what their father wanted them to receive. The specific tangible personal property at issue
19 is deeply meaningful to the Williams Children, and includes Mr. Williams’ clothes, jewelry, family
20 photos, and cherished memorabilia.

21 Arnold Kassoy and Joel Faden, as the current trustees of the Trust (the “Trustees”),¹ have
22 worked diligently to administer the Trust in a fair and efficient manner and were in the process of
23 preparing a final inventory and plan for distribution of the contested property when Petitioner filed
24 the Petition. Instead of waiting to receive and review the final inventory and plan for distribution
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26
27 ¹ Joel Faden and Stephen Tenenbaum were originally appointed as successor co-trustees pursuant to
28 Article 2, Section 2.2 of the Trust Agreement. On September 13, 2014, Stephen Tenenbaum
resigned as co-trustee of the Trust and pursuant to Article 2, Section 2.2. of the Trust Agreement,
Arnold Kassoy was appointed as successor trustee to Stephen Tenenbaum.

1 and attempting to work privately with the Trustees and the Williams Children to resolve any
2 potential disputes, Petitioner filed the Petition. Thus, the Petition is premature and unwarranted. As
3 demonstrated below, the Trust Agreement makes clear Mr. Williams' intent with respect to the
4 disposition of assets among Petitioner and the Williams Children and his intent should be honored
5 by this Court.

6 BACKGROUND

7 The Trust at issue was created by Mr. Williams on June 24, 2010, amended on December 27,
8 2010, and amended and completely restated on January 31, 2012. Following Mr. Williams' death
9 on August 11, 2014, by its terms the Trust became irrevocable.

10 Following Mr. Williams' death, the Trustees began their work to administer his estate (the
11 "Estate") in a manner consistent with their fiduciary duties. This requires them to fully marshal and
12 inventory Mr. Williams' assets and determine a plan for distribution of those assets in accordance
13 with the provisions of the Trust Agreement. Petitioner portrays the Trustees' attempts to satisfy
14 their fiduciary duties in this manner as invasive and frightening, and claims she "was not given time
15 to grieve her loss free from the frantic efforts to interfere with her domestic tranquility and even
16 short term continuity of her home life." Petition at 1. The true facts of the matter tell a very
17 different story. In reality, Petitioner refused the Trustees access to the marital residence located in
18 Tiburon, California (the "Tiburon Residence") for almost three months, while at the same time
19 permitting various third parties to access the residence on her own behalf to appraise certain Trust
20 assets, remove certain Trust assets from the Tiburon Residence, and plan, design and implement a
21 \$30,000 renovation. In fact, the Williams Children understand that within weeks of Mr. Williams'
22 death, at the same time that she was refusing to allow the Trustees to conduct the required inventory
23 of Mr. Williams' assets, Petitioner contacted consultants and appraisers, ostensibly to estimate the
24 fair market value of particular Trust assets located at the Tiburon Residence – for her own benefit
25 and not for the benefit of the Trustees or other beneficiaries.² Even now, more than five months
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27 ² The Williams Children understand that Petitioner contacted one consultant just three days after
28 Mr. Williams' death.

1 after their father's death, the Williams Children have not been allowed any access to their father's
2 personal effects in the Tiburon Residence, including family photos, that Mr. Williams clearly
3 intended for his children.

4 It is thus ludicrous to suggest, as Petitioner does, that the Trustees' attempts to gain access to
5 the home "forced [Ppetitioner] to retain counsel to intervene on her behalf to obtain clarification and
6 an orderly process," Petition at 5. Indeed, the claim is belied by Petitioner's own actions. For their
7 part, the Williams Children have sought to resolve any potential disputes and conclude the Trust
8 administration process as quickly and efficiently as possible, to allow them to privately grieve the
9 loss of their father and begin to heal from this tragic event. Petitioner instead filed this premature
10 and unwarranted Petition, adding insult to a terrible injury by seeking to change the disposition of
11 assets that Mr. Williams intended.

12 THE ROBIN WILLIAMS TRUST

13 Petitioner claims to base her proposed "interpretation" of the Trust instrument on certain
14 provisions of the Trust. In fact, in her analysis, Petitioner often cites those provisions incompletely
15 – or omits related provisions entirely.³ The Williams Children set forth below, in full relevant part,
16 the provisions of the Trust germane to the issues raised in the Petition.⁴

17 Paragraph 2.3, "Definition; No Bond Requirement," provides, in relevant part: "The term
18 'Trustee' as used in this instrument shall mean the initial Trustee and any successor Trustee(s)
19 named herein or designated as provided herein and shall include two (2) persons serving as co-

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22 ³ Petitioner further fails entirely to cite the Prenuptial Agreement between Settlor and Petitioner
23 dated September 28, 2011 (the "Prenuptial Agreement"), despite the fact that the Prenuptial
24 Agreement is incorporated by reference in the Trust Agreement for purposes of interpreting the
25 Trust Agreement. *See* Trust Agreement at ¶ 4.3.1.3(h) ("It is Settlor's intent that this Paragraph
26 4.3.1.3 *et. seq.* [sic] shall comply with the terms of, and obligations imposed on Settlor under, the
27 Prenuptial Agreement with [Ppetitioner] dated September 28, 2011; and the provisions of this
28 paragraph shall be so interpreted."). The Prenuptial Agreement would presumably shed more light
on the Settlor's intent with regard to his gift to Petitioner (and, in turn, his gift to the Williams
Children). It is thus telling that Petitioner omits any mention of the Prenuptial Agreement in her
Petition, and fails to provide a copy to the Court or the Williams Children. The Williams Children
request an unredacted copy of the Prenuptial Agreement in their Prayer for Relief, *supra*.

⁴ Excerpt pages of the Trust Agreement containing all provisions in Paragraphs 2.3, 4.3.1.1, 4.3.1.3,
8.4 and 11 are attached hereto as Exhibit A.

1 Trustees hereunder.”

2 Paragraph 4.3.1.1(b), “Specific Gifts of Tangible Personal Property and Real Property,”
3 provides, in relevant part: “The Trustee shall distribute the following tangible personal property
4 and real property: Subject to subparagraph (c), below, all of Settlor’s clothing, jewelry, personal
5 photos taken prior to his marriage to [Petitioner], Settlor’s memorabilia and awards in the
6 entertainment industry and the tangible personal property located in Napa, CA [the “Napa Home”]
7 that the Trustee determines not to sell shall be distributed to Settlor’s then living children in
8 substantially equal shares as they shall agree. In the event the children are not able to agree on the
9 division of the foregoing tangible personal property, the Trustee shall decide, in the Trustee’s
10 reasonable discretion, which items shall be distributed to each child, which items shall be sold and
11 how much of the proceeds therefrom shall be distributed to each child, and which items shall be
12 gifted to one or more charitable organizations (including the institution holding Settlor’s archived
13 material) deemed appropriate by the Trustee and which qualify for the charitable deduction pursuant
14 to Sections 170(c) and 2055(a) of the Internal Revenue Code. The Trustee’s determination and
15 decision with regard all of to the foregoing in this subparagraph shall be final and absolute.”

16 Paragraph 4.3.1.1(c), “Specific Gifts of Tangible Personal Property and Real Property,”
17 provides, in relevant part: “The Trustee shall distribute the following tangible personal property
18 and real property: The Trustee may, in the Trustee’s sole discretion, sell some or all of the contents
19 of [the Napa Home] if the Trustee determines such sale shall be in the best interest of the trust. All
20 such sales proceeds shall become a part of the residue distributed pursuant to Paragraph 4.3.2, *et*
21 *seq.*, below.

22 Paragraph 4.3.1.3, “Gift in Trust for [Petitioner],” provides, in relevant part: “If Settlor and
23 [Petitioner] are still married and not separated . . . at Settlor’s death, the Trustee shall set aside in a
24 separate trust (“SUSAN’s Trust”) [the “Susan Trust”], which trust shall be held and administered as
25 provided below for the benefit of [Petitioner] during her remaining lifetime, the following property:
26 (a) Settlor’s residence (and the contents thereof excluding items of tangible personal property
27 specifically gifted pursuant to the preceding Paragraph 4.3.1.1, above) located at [the Tiburon
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1 Residence]; and (b) an amount of cash or other property reasonably determined by the Trustee to
2 constitute an appropriate reserve fund to cover during [Petitioner's] lifetime all costs related to the
3 [Tiburon] Residence including, but not limited to, mortgage or trust deed payments, property taxes
4 and assessments, insurance premiums, maintenance expenses, all ordinary and extraordinary repairs
5 and necessary improvements to the [Tiburon] Residence and all obligations to [Petitioner] under
6 this Paragraph 4.3.1.3, *et seq.*”

7 Paragraph 4.3.1.3(a), “Gift in Trust for [Petitioner],” provides, in relevant part: “During
8 [Petitioner's] lifetime, [Petitioner] shall be entitled to reside in the [Tiburon] Residence free of rent
9 and to use the furniture and furnishings therein and other contents, in accordance with the terms and
10 conditions of this Paragraph 4.3.1.3 *et seq.*”

11 Paragraph 4.3.1.3(b), “Gift in Trust for [Petitioner],” provides, in relevant part: “During
12 [Petitioner's] lifetime, the Trustee shall pay all mortgage or deed obligations, property tax and
13 assessments, insurance premiums, maintenance expenses, ordinary and extraordinary repairs and
14 necessary improvements with respect to the [Tiburon] Residence out of income and principal of this
15 Trust[.]”

16 Paragraph 4.3.1.3(h), “Intent to Comply With Prenuptial Agreement,” provides, in relevant
17 part: “It is Settlor's intent that this Paragraph 4.3.1.3 et. seq. [sic] shall comply with the terms of,
18 and obligations imposed on Settlor under, the Prenuptial Agreement with [Petitioner] dated
19 September 28, 2011; and the provisions of this paragraph shall be so interpreted.”

20 Paragraph 8.4, “No Physical Segregation of Trusts Necessary,” provides, in relevant part:
21 “There need be no physical segregation or division of the various trusts except as segregation or
22 division may be required by the termination of any of the trusts, but the Trustee shall keep separate
23 accounts for the different undivided interests.”

24 Article 11, “Name,” provides in relevant part: “This trust may be referred to as the ‘ROBIN
25 WILLIAMS TRUST.’ Any separate trust administered hereunder may be known by the name of
26 the principal beneficiary of such trust, or by the name specified in this instrument.’ [sic]”

27 Throughout the Petition, Petitioner misquotes the provisions of the Trust Agreement and
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1 misconstrues its plain language, in an attempt to secure for Susan's Trust more assets than Mr.
2 William's intended at the expense of the William's Children. While Petitioner claims that "the co-
3 Trustees' actions and statements have given rise to issues in the interpretation of the language of
4 [these Trust] provisions," this is simply not the case. Petition at 3. Petitioner's "issues in the
5 interpretation of the language" are, in fact, a transparent attempt to contravene the terms of the Trust
6 Agreement and the Settlor's clear intent as reflected therein.

7 **OBJECTIONS TO PETITIONER'S REQUEST FOR INSTRUCTIONS**

8 The Williams Children object to the necessity of this request for instructions, as well as the
9 particular instructions Petitioner urges, as premature, convoluted and baseless. Accordingly, the
10 Williams Children respond to each of Petitioner's arguments in turn below.

11 **A. The Petition for Instruction is Unnecessary and Unwarranted.**

12 Petitioner asserts that the Trustees have "taken certain positions as to the interpretation of the
13 Trust terms that need clarification or resolution." Petition at 5. In fact, the Trustees have not fully
14 completed the required inventory of Trust assets and provided to the beneficiaries, including
15 Petitioner and the Williams Children, a proposed plan for distribution of those assets.

16 Moreover, the request for instructions is solely based on Petitioner's attempts to create
17 ambiguities where none exist, and to construe the terms of the Trust Agreement in a manner wholly
18 at odds with Mr. Williams' intent as set out therein. A fundamental precept of trust interpretation is
19 that, "in seeking the true construction of a trust instrument," a court "must if possible ascertain and
20 effectuate the intention of the trustor or testator as expressed by the language of the instrument
21 itself." *Lombardi v. Blois*, 230 Cal. App. 2d 191, 197 (1964); *see also* Cal. Prob. Code §21102(a)
22 ("The intention of the transferor as expressed in the instrument controls the legal effect of the
23 dispositions made in the instrument.")

24 In construing the trust instrument to ascertain the settlor's intent, "[t]he words of an
25 instrument are to be given their ordinary and grammatical meaning unless the intention to use them
26 in another sense is clear and their intended meaning can be ascertained." Cal. Prob. Code § 21222.
27 Moreover, the entire trust agreement must be examined and "[a]ll parts of an instrument are to be
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1 construed in relation to each other and so as, if possible, to form a consistent whole.” Cal. Prob.
2 Code § 21122. “If the meaning of any part of an instrument is ambiguous or doubtful, it may be
3 explained by any reference or recital of that part to another part of the trust instrument.” *Id.*
4 Finally, it has been held that the general rules of construction that apply to contracts, deeds, and
5 wills, likewise apply to the interpretation of trust dispositions. *See, e.g., Estate of Nicholas*, 177
6 Cal. App. 3d 1071 (1986); *Kropp v. Sterling Sav. & Loan Assn.*, 9 Cal. App. 3d 1033 (1970);
7 *Mummert v. Security-First Nat’l Bank of Los Angeles*, 183 Cal. App. 2d 195 (1960).

8 Applying the above-mentioned rules of construction to the plain language of the Trust
9 Agreement, as further set out below, Mr. Williams’ intent is clear with regard to the disposition of
10 certain tangible personal property and other assets to his children rather than the Petitioner.
11 Therefore Petitioner’s request for instructions is unwarranted.

12 **B. The Trust Agreement Clearly Gifts Certain Tangible Personal Property,**
13 **Regardless of Location, to the Williams Children.**

14 Petitioner first argues that the “specific bequest of the tangible personal property to the
15 [Williams] [C]hildren under subparagraph 4.3.1.1.(b) of the Trust is limited to those items located at
16 [the Napa Home].” Petition at 5-6. As detailed below, Petitioner’s argument is absurd; it not only
17 runs contrary to the plain language and dispositive scheme of the Trust Agreement but also
18 illustrates Petitioner’s willingness to manipulate the Trust provisions in a desperate attempt to gain
19 a larger portion of Mr. Williams’ estate than she is otherwise entitled.

20 **1. The Relevant Trust Provisions.**

21 There are two coordinating provisions of the Trust Agreement relevant to an analysis of
22 Petitioner’s argument. First, Paragraph 4.3.1.1(b) states, in relevant part: “[A]ll of Settlor’s
23 clothing, jewelry, personal photos taken prior to his marriage to [Petitioner], Settlor’s memorabilia
24 and awards in the entertainment industry and the tangible personal property located at [the Napa
25 Home] that the Trustee determines not to sell shall be distributed to [the Williams Children] in
26 substantially equal shares as they shall agree.” Second, Paragraph 4.3.1.3 states, in relevant part:
27 “[T]he Trustee shall set aside in a separate trust (“SUSAN’s Trust”) [the “Susan Trust”] . . . for the
28 benefit of [Petitioner] during her remaining lifetime. . . Settlor’s residence (and the contents thereof

1 excluding items of tangible personal property specifically gifted pursuant to the preceding
2 Paragraph 4.3.1.1, above) located at [the Tiburon Residence].”

3 **2. *The Categories of Tangible Personal Property Bequeathed to the***
4 ***Williams Children Includes Tangible Personal Property Located in the***
5 ***Tiburon Residence.***

6 Petitioner’s argument that the relevant Trust provisions “are ambiguous as to the location of
7 the tangible personal property,” Petition at 4, runs contrary to the plain language of the Trust
8 Agreement and to common sense.

9 First, Paragraph 4.3.1.1(b) clearly distinguishes between the categories of tangible personal
10 property listed therein and the tangible personal property located at the Napa Home. In fact, it
11 would make no sense to gift categories of tangible personal property from the Napa Home, and then
12 separately gift all of the tangible personal property located in the Napa Home. *See Berendes v.*
13 *Farmers Ins. Exch.*, 221 Ca. App. 4th 571, 577-78 (2013) (holding that a court will not adopt a
14 strained or absurd interpretation of an instrument in order to create an ambiguity where none exists);
15 *see also In re Nelson’s Will*, 197 N.E. 272 (N.Y. Ct. App. 1935) (where the court refused to uphold
16 a “labored and unnatural” reading of the provisions of the will at issue).

17 Second, in Paragraph 4.3.1.3, Mr. Williams expressly excludes from his gift to Susan of the
18 contents of the Tiburon Residence “items of tangible personal property specifically gifted pursuant
19 to Paragraph 4.3.1.1.” Again, it would make no sense to set out this exclusion if the items of
20 tangible personal property gifted to the Williams Children in Paragraph 4.3.1.1 were limited to the
21 Napa Home. In fact, it would render the exclusion clause in Paragraph 4.3.1.3 meaningless, which
22 runs contrary to basic cannons of trust interpretation. *See Estate of Somermeier*, 15 Cal. App. 3d
23 224, 234 (1971) (affirming the rule of construction which requires an instrument to be considered as
24 a whole, in order to give effect to each expression in the instrument, rather than to render any
25 expression in the instrument inoperative); *Heaps v. Heaps*, 124 Cal. App. 4th 286, 290 (2004)
26 (same). Thus, Paragraph 4.3.1.1(b) and Paragraph 4.3.1.3 must be read together to identify the
27 categories of tangible personal property – regardless of location – that have been left to the
28 Williams Children.

1 Third, Paragraph 4.3.1.3(a) makes clear that the gift of the Tiburon Residence to the Susan
2 Trust is qualified. Paragraph 4.3.1.3(a) states that “[d]uring [Petitioner’s] lifetime, [Petitioner] shall
3 be entitled to reside in the [Tiburon] Residence free of rent and to use the furniture and furnishings
4 therein and other contents, in accordance with the terms and conditions of this Paragraph 4.3.1.3 et
5 seq.” (Emphasis added.) A term and condition set out in Paragraph 4.3.1.3 is that the contents of
6 the Tiburon Residence gifted to the Susan Trust “exclud[e] items of tangible personal property
7 specifically gifted pursuant to the preceding Paragraph 4.3.1.1, above.” Trust Agreement at ¶
8 4.3.1.3. Thus the Trust does not provide Petitioner with “a life estate in their marital home, full use
9 of the furniture, furnishings, and all other contents,” as Petitioner claims. Petition at 9.

10 Finally, the categories of tangible personal property listed in Paragraph 4.3.1.1(b), themselves,
11 render Petitioner’s interpretation outrageous. The list includes “personal photos taken prior to his
12 marriage to [Petitioner].” Trust Agreement at ¶ 4.3.1.1(b). Mr. Williams clearly did not intend to
13 gift to Petitioner his personal photos taken prior to their marriage, and it is absurd for Petitioner to
14 attempt such an interpretation of the Trust Agreement. *See, e.g., Huscher v. Wells Fargo Bank*, 121
15 Cal. App. 4th 956, 972 (2004) (holding that a court’s primary duty in construing a trust is to give
16 effect to the trustor’s intent, by looking at the language used and interpreting words in their ordinary
17 and grammatical sense, unless a different interpretation can be clearly ascertained); *Marsh v. Home*
18 *Fed. Sav. & Loan Assn.*, 66 Cal. App. 3d 674, 684 (1977) (holding that where the terms of a trust
19 are clear, intelligible and explicit and do not involve an absurdity, the terms of the trust must
20 govern). Moreover, Mr. Williams’ gift to his children of his clothing, jewelry, personal photos
21 taken prior to his marriage to Petitioner, memorabilia and awards in the entertainment industry
22 would not “lead to [Petitioner’s] home being stripped while [Petitioner] still lives there,” as
23 Petitioner claims. Petition at 4. In fact, Petitioner would remain entitled to the use of all of the
24 furniture and the majority of contents of the Tiburon Residence, which Petitioner would perhaps
25 better appreciate if she had waited to receive the Trustees’ plan for distribution of the Trust assets
26 prior to filing this Petition. *Cf. In re Ottoveggio’s Estate*, 62 Cal. App. 2d 880, 884 (1944) (where
27 the court held that the testatrix intended a beneficiary to receive items of personal property,
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1 including the contents of a house bequeathed to another beneficiary, based on the plain language of
2 the testator's will).

3 **3. *The Categories of Tangible Personal Property Bequeathed to the***
4 ***Williams Children Includes Tangible Personal Property Located in***
5 ***Storage.***

6 Petitioner further argues that the categories of tangible personal property gifted to the
7 Williams Children excludes any items of tangible personal property "for the Tiburon residence" that
8 are stored in storage units or at the Napa Home. Petition at 6. In support, Petitioner argues that for
9 purposes of funding the Susan Trust, the term "contents" should be interpreted to be "as inclusive as
10 possible." *Id.* Specifically, Petitioner argues that "contents" includes "items intended for the
11 Tiburon [R]esidence that were previously stored in other locations" because it was the "general
12 intent of Mr. Williams' . . . to allow her to stay in their Tiburon home as it was during their
13 marriage." *Id.* Petitioner's proposed interpretation, however, again ignores the plain language of
14 the Trust Agreement and is nonsensical.

15 First, to the extent the contents of the Tiburon Residence were gifted to the Susan Trust, it is
16 widely held that a bequest of property located in a specific place or location is generally construed
17 as passing only such property as might be in the designated place at the time of a settlor's death.
18 *See, e.g., Estate of Dillingham*, 15 Cal. App. 3d 707 (1971); *Estate of Johnson*, 5 Cal. App. 3d 173
19 (1970); *In re Puett's Estate*, 1 Cal. 2d 131 (1934). Accordingly, property that is not in the
20 specified location at the time of the settlor's death does not pass under a provision of a trust that
21 identifies the property by such location. *See generally In re Puett's Estate*, 1 Cal. 2d 131 (holding
22 that a bequest of "all personal property" in a residence to "provide a furnished home" for the
23 beneficiary did not include a stamp collection, coin collection and promissory notes previously kept
24 in the residence, because (a) those items were not in the residence at the time of the testator's death,
25 and (b) based on the language employed by the testator, only property required to furnish the
26 residence was included in the bequest); *see also Markley v. McCulloch*, 280 Ill. App. 24, 26 (1935)
27 (holding that a bequest from husband to wife of "his automobile and all [his] household furniture
28 and chattel property contained in [his] home, now at #204 Ellis Street, Peoria, Il but wheresoever

1 the same may be situated,” does not include certain contents of the home located in a safety deposit
2 box).

3 Second, for all of the same reasons set forth in Part B.2, *supra*, Mr. Williams’ gift to the
4 Susan Trust of the contents of the Tiburon Residence, as set out in Paragraph 4.3.1.3, was expressly
5 qualified to exclude those categories of tangible personal property gifted to the Williams Children
6 in Paragraph 4.3.1.1(b). Thus stored contents “intended for the Tiburon residence” are similarly
7 qualified. Otherwise, as set forth in Part B.2, *supra*, Petitioner would be claiming that Mr. Williams
8 intended to gift to her, for example, “stored” personal photos taken prior to their marriage. Such a
9 manipulation of the Trust Agreement’s plain language is absurd.

10 Finally, Paragraph 4.3.1.1(b) unequivocally gifts to the Williams Children “the tangible
11 personal property located at [the Napa Home].” There is no reference to the Napa Home in
12 Paragraph 4.3.1.3, where Mr. Williams sets out his gift in trust for Petitioner. Accordingly any
13 attempt by Petitioner to claim that certain items of tangible personal property in the Napa Home are
14 in fact intended for her is disingenuous at best. *See* Cal. Prob. Code § 21120 (“The words of an
15 instrument are to receive an interpretation that will give every expression some effect, rather than
16 one that will render any of the expressions inoperative.”); *In re Nelson’s Will*, 197 N.E. at 273
17 (finding that only by a “labored and unnatural construction of the language” could the instrument be
18 found to mean an absolute gift of tangible personal property to the beneficiary). Such arguments
19 are also contradictory to Petitioner’s admission that the Trustees, at present, “can marshal and take
20 possession of the tangible personal property assets in the Napa [Home],” without exclusion.
21 Petition at 6.

22 * * *

23 At bottom, the Trust Agreement makes clear that Mr. Williams intended to gift to his children
24 the categories of tangible personal property set out in Paragraph 4.3.1.1(b), regardless of whether
25 those items are located in the Tiburon Residence or in storage. The Trust Agreement also makes
26 clear that Mr. Williams intended to gift to his children all of the tangible personal property located
27 at the Napa Home, without exclusion. Petitioner’s attempt at a contrary instruction by this Court
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1 would not only render provisions of the Trust meaningless, but would also cause a fractured reading
2 of the Trust Agreement as a whole. Petitioner’s convoluted attempt to seek a larger portion of Mr.
3 William’s estate is transparent.

4 **C. There is No Need for an Instruction Regarding the Categories of Tangible**
5 **Personal Property Mr. Williams Gifted to the Williams Children.**

6 Failing her attempt to limit the Williams Children’s gift of certain categories of tangible
7 personal property by way of location, Petitioner argues, in the alternative, that the categories of
8 tangible personal property gifted to the Williams Children are subject to “interpretation issues.”
9 Petition at 7. In particular, Petitioner argues that the terms “memorabilia” and “jewelry” should be
10 construed narrowly, as a means to limiting Mr. Williams’ gift to his children and expanding his gift
11 in trust for Petitioner. *See* Petition at 7-8. (This is in contrast to Petitioner’s earlier argument that
12 the term “contents” should be construed broadly, *see* Petition at 6, as a means to limiting Mr.
13 Williams’ gift to his children and expanding his gift in trust to Petitioner.) Again, Petitioner’s
14 arguments are contrary to the terms of the Trust Agreement and are inconsistent with parol
15 evidence, to the extent such evidence can be considered.⁵

16 **1. The Relevant Trust Provision.**

17 Paragraph 4.3.1.1(b) is the only provision in the Trust that is germane to Petitioner’s request.
18 Paragraph 4.3.1.1(b) states, in relevant part: “[A]ll of Settlor’s clothing, jewelry, personal photos
19 taken prior to his marriage to [Petitioner], Settlor’s memorabilia and awards in the entertainment
20 industry and the tangible personal property located at [the Napa Home] that the Trustee determines
21 not to sell shall be distributed to [the Williams Children] in substantially equal shares as they shall
22 agree.”

23 **2. The Williams Children are Entitled to All Memorabilia.**

24 Petitioner first argues that Mr. Williams intended to limit the gift of memorabilia to his
25 children to memorabilia “in the entertainment industry,” Petition at 7, despite the fact that such a

26 _____
27 ⁵ The Prenuptial Agreement may make clear Mr. Williams’ intent to gift to the Williams Children –
28 and not to Petitioner – all of his memorabilia and jewelry, including his watches. As previously
stated, Petitioner neither cites the Prenuptial Agreement in her Petition nor provides a copy of same
to the Court or the Williams Children.

1 limitation is not set forth in the Trust Agreement. In support, Petitioner claims that the term
2 “memorabilia” is not defined in the Trust Agreement, and thus must be defined by comparing the
3 term to how it was used in an intellectual property case involving items depicting the image of
4 Princess Diana. *See id.* Petitioner further claims that, because “memorabilia” was listed
5 immediately before “awards in the entertainment industry,” that the term “memorabilia” is modified
6 by the clause “in the entertainment industry.” *See id.* Petitioner’s argument lacks support and
7 defies the language and intent of the Trust Agreement.

8 Preliminarily, it is important to recognize that Mr. Williams was an avid collector of various
9 items of personal, cultural, or historical interest, including, but not limited to: toys, including but
10 not limited to Japanese anime figurines; watches; rings; pendant necklaces; pendants, brooches and
11 lapel pins; carved figurines, including but not limited to Netsuke figurines; carved boxes; theater
12 masks; rare, first edition and autographed books and related materials; graphic novels; record
13 albums; bicycles; walking sticks; Native American articles; models; movie posters; sports-related
14 memorabilia; Middle East tour-related memorabilia, including but limited to flags and coins;
15 antique and unique weapons, including but not limited to knives; mineral specimens and fossils; and
16 skulls. Contrary to Petitioner’s description of these as “collections of knick-knacks,” Petition at 7,
17 these collections were carefully amassed by Mr. Williams over his lifetime and were precious to
18 him. As the Williams Children grew, so did their father’s collections and they shared in their
19 father’s excitement as additions were made to his collections. These collections are clearly
20 contemplated by the reference to the term “memorabilia” in the Trust Agreement.

21 First, Petitioner argues that “memorabilia” is defined by the *Merriam-Webster Online*
22 *Dictionary* as an “object valued for its connection with historical events, culture, or entertainment.”
23 Petition at 7. Petitioner relies on this definition, in large part, to conclude that the “memorabilia”
24 contemplated by the Trust Agreement includes only “objects that are collected because of their
25 depiction of [Mr. Williams] or relation to his fame.” Yet Petitioner fails to cite the complete
26 definition of the term “memorabilia” from the same source, which is, in short form, “objects or
27 materials that are collected because they are related to a particular event, person, etc. : [sic] things
28

1 collected as souvenirs” and, in full:

- 2 1. things that are remarkable and worthy of remembrance.
- 3 2. things that stir recollection or are valued or collected for their
- 4 association with a particular field or interest: MEMENTOS <baseball
- 5 *memorabilia*>

6 “memorabilia,” *Merriam-Webster Online Dictionary*, 2014, available at [www.merriam-](http://www.merriam-webster.com/dictionary/memorabilia)
7 [webster.com/dictionary/memorabilia](http://www.merriam-webster.com/dictionary/memorabilia) (15 Jan. 2015). Thus, Petitioner’s definition of
8 “memorabilia” as “objects that are collected because of their depiction of [Mr. Williams]
9 or relation to his fame,” Petition at 7, is belied by Petitioner’s own source for the
10 definition. Instead, “memorabilia,” by its ordinary meaning, includes objects collected as
11 souvenirs, and objects that are valued or collected for their association with a particular
12 field or interest (such as baseball cards and other mementos).⁶ Petitioner’s selective
13 citation of the *Merriam-Webster* definition of the term serves to show, yet again,
14 Petitioner’s attempt to limit the gift Mr. Williams intended for his children; Mr. Williams
15 intended, by the ordinary definition of “memorabilia,” to gift to his children his various
16 collections regardless of their association with his image or fame.

17 Second, assuming *arguendo* that the term “memorabilia” is not sufficiently defined by the
18 dictionary, “[c]ourts may properly give a wider significance to a particular word than is given by
19 dictionary definition.” *In re Friedrichs’ Estate*, 107 Cal. App. 142, 144 (1930). In *In re Friedrichs’*
20 *Estate*, the court examined the term “business” for purposes of construing a bequest of one-half of

21 _____
22 ⁶ The definition of “memorabilia” set forth by other sources confirm this ordinary meaning. *See*,
23 *e.g.*, *Oxford English Dictionary*, 2015, available at
<http://www.oed.com/view/Entry/116337?redirectedFrom=memorabilia#eid> (15 Jan. 2015)
24 (defining “memorabilia” as “(i) Memorable or noteworthy thoughts, observations, writings, etc.
25 Now *rare.*; (ii) Objects kept or collected because of their historical interest or the memories they
26 evoke of events, people, places, etc., with which they have been associated; souvenirs,
27 mementos.”); *Macmillan Dictionary*, 2015, available at
<http://www.macmillandictionary.com/dictionary/american/memorabilia> (15 Jan. 2015) (defining
28 “memorabilia” as “objects that you collect because they belonged to someone famous or are
connected with something that interests you”); *Cambridge Academic Content Dictionary*, 2015,
available at [http://dictionary.cambridge.org/us/dictionary/american-](http://dictionary.cambridge.org/us/dictionary/american-english/memorabilia?q=memorabilia)
english/memorabilia?q=memorabilia (15 Jan. 2015) (defining “memorabilia” as “objects that are
collected because they are connected with a person or event that you want to remember”).

1 the testator's interest in a furniture business as including accounts receivable. *Id.* at 143. After
2 finding that the dictionary definition of the term was "vague and shifting," the court concluded that
3 it must construe the term "business" in the context of the entire will and in connection with
4 evidence provided that the testator considered such accounts receivables to be among his business
5 assets. *Id.* at 144-45.

6 Here, the context of the Trust Agreement provides further support that the term
7 "memorabilia" was meant to include Mr. Williams' collectibles and mementos. The categories of
8 tangible personal property otherwise gifted to the Williams Children are those with great personal
9 significance and sentimental value, such as Mr. Williams' clothing, jewelry, personal photos taken
10 prior to his marriage to Petitioner, and awards in the entertainment industry. Trust Agreement ¶
11 4.3.1.1 (b). Moreover, the categories of tangible personal property otherwise gifted in trust to
12 Petitioner indicate that items of great personal significance and sentimental value were meant to be
13 excluded. Mr. Williams gifted to Petitioner the Tiburon Residence and its "furniture and
14 furnishings therein and other contents," subject to the exclusion set forth in Paragraph 4.3.1.1(b)
15 (incorporated by reference in Paragraph 4.3.1.3) of that property gifted to the Williams Children.
16 Therefore, in the context of the entire Trust Agreement, the "memorabilia" that Mr. Williams gifted
17 to his children is meant to include all of Mr. Williams' collectibles and mementos. *Cf. In re Puett's*
18 *Estate*, 1 Cal. 2d 131 (holding that a bequest of "all personal property" in a residence to "provide a
19 furnished home" to a particular beneficiary did not include a stamp collection, coin collection and
20 promissory notes previously kept in the residence, in part based on the language employed by the
21 testator to bequeath only property required to furnish the residence).

22 Finally, as in *In re Friedrichs' Estate*, it is important to look to Mr. Williams' own
23 understanding of the term "memorabilia." Prior to his death, Mr. Williams donated items relating to
24 his acting career to Boston University for archiving. While he clearly recognized the importance of
25 certain materials relating to his acting career for purposes of preservation, the very act of donating
26 those items suggests Mr. Williams did not consider such items to be the type of sentimental tangible
27 personal property he intended for his children. Moreover, if Mr. Williams intended to define
28

1 “memorabilia” as solely related to his acting career, he would not have donated the same to a public
2 institution. Under these circumstances, the interpretation of the word “memorabilia” to include only
3 memorabilia in the entertainment industry would render the bequest to his children inoperative in
4 contravention to basic rules of trust construction. Cal. Prob. Code. § 21120.

5 In sum, Mr. Williams intended to gift all of his memorabilia, without limitation, to the
6 Williams Children, and exclude such tangible personal property from his gift in trust to Petitioner.

7 **3. *The Williams Children Are Entitled to Mr. Williams’ Watches.***

8 Petitioner next argues that Mr. Williams intended to exclude watches from the “jewelry” he
9 intended to gift to his children. In support, Petitioner manipulates the language of the Trust
10 Agreement to claim that the term “jewelry” is meant to include only that jewelry that pre-dated Mr.
11 Williams’ marriage to Petitioner. *See* Petition at 8. Petitioner further claims that since three cases
12 (one from the 1800s) referenced jewelry and watches separately, that must mean that the term
13 “jewelry” does not include watches and thus watches are excluded from Mr. Williams gift to his
14 children and instead included in Mr. Williams’ gift in trust to Petitioner. *See id.* Petitioner’s
15 arguments fail, based both on the clear language of the Trust Agreement and on relevant parol
16 evidence.

17 First, the Trust Agreement does not limit “jewelry” to that which was purchased prior to Mr.
18 Williams’ marriage to Petitioner. In fact, Petitioner’s citation to the Trust Agreement as providing
19 “that ‘jewelry . . . prior to [Mr. Williams’s] [sic] marriage to [Mrs. Williams]’ shall be distributed to
20 Mr. Williams’s [sic] children,” Petition at 8, is a blatant misrepresentation of Paragraph 4.3.1.1(b).
21 Paragraph 4.3.1.1(b) of the Trust Agreement states, in full relevant part:

22 Subject to subparagraph (c), below, all of Settlor’s clothing, jewelry,
23 personal photos taken prior to his marriage to [Petitioner], Settlor’s
24 memorabilia and awards in the entertainment industry and the tangible
25 personal property located at [the Napa Home] that the Trustee determines
26 not to sell shall be distributed to [the Williams Children] in substantially
27 equal shares as they shall agree.

1 When cited correctly and in full, it is clear that Mr. Williams did not intend the phrase “prior to his
2 marriage to [Petitioner]” to modify anything other than the personal photos also gifted to the
3 Williams Children. *See In re Jones’ Estate*, 55 Cal. 2d 531 (1961) (overruled in part on other
4 grounds by, *Parsons v. Bristol Devel. Co.*, 62 Cal. 2d 861 (1965) (holding that where grammatically
5 used and inserted by an experienced attorney, punctuation may be considered an aid in ascertaining
6 the testator’s intent). It is also clear that Mr. Williams intended to gift *all* his jewelry to his
7 children. Petitioner’s failure to accurately cite the Trust Agreement is troubling, and again raises
8 concern that Petitioner’s request, in full, is not premised on any need for instructions but rather on
9 Petitioner’s desire to improperly acquire more assets from Mr. Williams’ estate.

10 Second, Petitioner again incompletely cites the definition of the term in the *Merriam-Webster*
11 *Online Dictionary*, to her supposed advantage. Petitioner cites the dictionary’s definition of
12 “jewelry” as “decorative objects (such as rings, necklaces, and earrings) that people wear on their
13 body.” Petitioner would like to rely on the “such as” language as restricting the term “jewelry” to
14 “rings, necklaces, and earrings.” That is not the case. *See, e.g., In re Douglass’ Estate*, 70 Cal.
15 App. 2d 279 (1945) (holding that a bequest which included examples illustrating the types of
16 property to be transferred did not negate the intent of the testatrix to bequest personal property of
17 the same type, but not specifically listed as an example). Also, it is common sense that for men –
18 many of whom do not wear rings, necklaces and earrings or wear them in limited fashion – watches
19 are the main “decorative objects . . . that [they] wear on their body.” *Cf.* Cal. Prob. Code § 21122
20 (providing that, under California law, the words of a trust instrument are to be given their ordinary
21 meaning).

22 Moreover, the full definition of “jewelry” in the *Merriam-Webster Online Dictionary* supports
23 the view that watches are jewelry. The full definition states:

24 JEWELS; especially: objects of precious metal often set with gems and
25 worn for personal adornment

26 “jewelry,” *Merriam-Webster Online Dictionary*, 2014, available at www.merriam-
27 webster.com/dictionary/memorabilia (15 Jan. 2015). In fact, all of Mr. Williams’ watches are

1 meant to be worn for personal adornment.⁷

2 Third, Mr. Williams considered the term “jewelry” to include watches, by his own historical
3 usage. Just three months after Mr. Williams executed the Trust Agreement, Mr. Williams renewed
4 the insurance for his jewelry, and he specifically listed each of his watches under “jewelry” in the
5 relevant schedule. *See* Fireman’s Fund Insurance Company Scheduled Valuable Possessions
6 Declarations for Robin Williams (Apr. 7, 2012) (redacted), attached hereto as Exhibit B. It is thus
7 inarguable that Mr. Williams viewed watches as “jewelry” at the time that he memorialized the gift
8 to his children of “all of [his] [. . .] jewelry.” Trust Agreement at ¶ 4.3.1.1(b).

9 Finally, the cases cited by Petitioner which by chance list “jewelry” as separate from watches,
10 *see* Petition at 8, do not define “jewelry” to exclude watches. The courts merely list jewelry
11 separately from watches in the dicta of the opinions. Thus these cases have no bearing on the
12 definition of the term “jewelry” as used in the Trust Agreement. As apparent from the Trust
13 Agreement and Mr. Williams’ April 2012 insurance schedule, Mr. Williams intended to gift his
14 watches to his children and not to the Susan Trust.

15 **D. Any Request for Instructions Regarding the Susan Trust is Premature.**

16 Per the Trust Agreement, Mr. Williams’ gift to Petitioner is made to the Susan Trust, to be
17 held and administered for the benefit of Petitioner during her lifetime. *See* Trust Agreement at ¶
18 4.3.1.3. In yet another attempt to improperly increase Mr. Williams’ gift to her, Petitioner argues
19 that the Susan Trust should include (a) funds to cover “unexpected renovations and improvements
20 of the Tiburon [R]esidence,” and (b) “the net present value” of the Trustees’ fees and their
21 attorneys’ fees. Petition at 9-10. The Trustees have not yet funded the Susan Trust since they
22 cannot do so until they have satisfied all of their duties, including the duties to marshal, inventory
23 and appraise all of the Trust assets, the satisfaction of which have been thwarted by Petitioner.

24 _____
25 ⁷ To the extent any of Mr. Williams’ watches were not worn for personal adornment, they would
26 otherwise qualify as “memorabilia” since Mr. Williams collected watches. *See* “memorabilia,”
27 *Merriam-Webster Online Dictionary*, 2014, available at [www.merriam-](http://www.merriam-webster.com/dictionary/memorabilia)
28 [webster.com/dictionary/memorabilia](http://www.merriam-webster.com/dictionary/memorabilia) (15 Jan. 2015) (defining “memorabilia” as “things collected as
souvenirs” or “things [. . .] collected for their association with a particular field or interest”). Since
Mr. Williams gifted all of his memorabilia to his children, his children remain entitled to Mr.
Williams’ watches.

1 Petitioner is essentially arguing that the cash amount in the Susan Trust should be increased, before
2 the Trustees have even proposed a cash funding amount for the Susan Trust. This argument is
3 premature, and further illustrates the greed that appears to be driving Petitioner's actions.

4 **1. *The Relevant Trust Provision.***

5 Mr. Williams' gift in trust for Petitioner is set forth at Paragraph 4.3.1.3, which states, in
6 relevant part: "If Settlor and [Petitioner] are still married and not separated . . . at Settlor's death,
7 the Trustee shall set aside in a separate trust ([the Susan Trust]), which trust shall be held and
8 administered as provided below for the benefit of [Petitioner] during her remaining lifetime, the
9 following property: . . . (b) an amount of cash or other property reasonably determined by the
10 Trustee to constitute an appropriate reserve fund to cover during [Petitioner's] lifetime all costs
11 related to the [Tiburon] Residence including, but not limited to, mortgage or trust deed payments,
12 property taxes and assessments, insurance premiums, maintenance expenses, all ordinary and
13 extraordinary repairs and necessary improvements to the [Tiburon] Residence and all obligations to
14 [Petitioner] under this Paragraph 4.3.1.3, *et seq.*"

15 **2. *The Susan Trust Already Contemplates Funds for Maintenance and***
16 ***Ordinary and Extraordinary Repairs and Necessary Improvements.***

17 Petitioner claims that her Trust should include "all expenses associated with daily upkeep as
18 well as unexpected renovations and improvements of the Tiburon [R]esidence." Petition at 9. As
19 stated, the Trust Agreement provides that the Susan. Trust must include costs to cover "all costs
20 relating to the [Tiburon] Residence." Trust Agreement at ¶ 4.3.1.3(b). Thus it is not clear what
21 Petitioner is seeking here. If she is attempting to argue that her trust is underfunded, that argument
22 is premature since the Trustees have not yet funded the Susan Trust; Petitioner cannot possibly
23 know that the Susan Trust will not have sufficient funds to provide for "daily upkeep" and
24 "unexpected renovations and improvements," whatever those terms mean, since she does not yet
25 know the funding amount for the Susan Trust. It is telling indeed that Petitioner appears to be
26 arguing for additional funds for her trust before her trust has even been funded.

27 Moreover, the Williams Children agree that the Susan Trust must be sufficiently funded to
28 cover "daily upkeep," to the extent that term appears to be the same as the enumerated expenses in

1 the Trust Agreement for “maintenance” and “all ordinary and extraordinary repairs and necessary
2 improvements.” See Trust Agreement at ¶ 4.3.1.3. The Williams Children further agree that the
3 Susan Trust must be sufficiently funded to cover “unexpected renovations and improvements,”
4 again to the extent that clause appears to be the same as the clause used in the Trust Agreement,
5 “ordinary and extraordinary repairs and necessary improvements.” See *id.* at ¶ 4.3.1.3(b).

6 The Williams Children do not agree, however, with any attempt by Petitioner to, again,
7 increase the amount of her trust in contravention with the Trust Agreement. For example, Petitioner
8 attempts to argue that “maintenance,” in the Trust Agreement, includes utility bills. See Petition at
9 9. Yet Petitioner misquotes the case cited, *In re Marriage of Harrison*, 179 Cal. App. 3d 1216,
10 1229 (1986), which did not define “maintenance” to include “all utility bills,” but instead listed
11 “maintenance” and “all utility bills” separately. See *In re Marriage of Harrison*, 179 Cal. App. 3d
12 at 1229 (“[T]he court ordered Eugene to pay spousal support [. . .], the trust deed payment on the
13 family residence [. . .], real property insurance, maintenance including gardener and pool service,
14 and all utility bills.”).

15 Further, since the Trust Agreement provides that the Susan Trust should be funded to cover
16 the cost of “necessary improvements,” the Trust Agreement does not provide that the Susan Trust
17 should be funded to cover “unnecessary improvements.” See, e.g., *CPF Agency Corp. v. Sevel's 24*
18 *Hour Towing Serv.*, 132 Cal. App. 4th 1034, 1049 (2005) (citing *In re Pardue's Estate*, 22 Cal.
19 App. 2d 178, 181 (1937)) (“It is an elementary rule of construction that the expression of one
20 excludes the other. And it is equally well settled that the court is without power to supply an
21 omission.”).

22 In sum, the Trustees cannot and should not fund the Susan Trust with enough cash or other
23 property to cover costs that are not contemplated by the plain terms of the Trust Agreement. See
24 *Gooch v. United States*, 297 U.S. 124, 128 (1936) (“The rule of *ejusdem generis* [. . .] limits general
25 terms which follow specific ones to matters similar to those specified.”); *In re Marin's Estate*, 69
26 Cal. App. 2d 147, 151 (1945) (applying the rule of *ejusdem generis* in construing a will, stating, “[a]
27 gift of personal property [in a will] in general terms together with an enumeration of certain classes
28

1 of personal property is generally held to be limited to articles of the classes which are enumerated
2 specifically.”).

3 **3. *The Susan Trust Already Contemplates Funds for Trustee Fees and***
4 ***Attorneys’ Fees, to the Extent those Fees Relate to the Administration of***
5 ***the Susan Trust.***

6 Petitioner further argues that her trust should include “the net present value” of Trustee fees
7 and attorneys’ fees. *See* Petition at 9-10. This argument is also premature given that the Susan
8 Trust has not yet been funded. However, the Williams Children assume that the funding of the
9 Susan Trust will be adequate to cover reasonably projected Trustee fees and attorneys’ fees that
10 would relate specifically to the administration of the Susan Trust.

11 **4. *The Trustees of the Trust Currently Serve as Trustees of the Susan***
12 ***Trust.***

13 Finally, Petitioner claims that the Trust Agreement provisions governing the Susan Trust “do
14 not appoint the co-Trustees of the Trust as trustees for the Susan Trust” and that “the provisions do
15 not name any trustee.” Petition at 3. In fact, the provisions governing the Susan Trust make clear
16 that the Trustee for purposes of the Susan Trust is the Trustee of the Trust. *See, e.g.,* Trust
17 Agreement at ¶ 2.3 (defining “Trustee” to mean “the initial Trustee and any successor Trustee(s)
18 named herein or designated as provided herein”); *id.* at ¶ 4.3.1.3 (“[T]he Trustee shall set aside in a
19 separate trust ([the Susan Trust]), which trust shall be held and administered as provided below for
20 the benefit of [Petitioner] during her lifetime [. . .]”); *id.* at ¶ 4.3.1.3(e) (describing power of
21 Trustee to “make SUSAN’s Trust [p]roductive); “During [Petitioner’s] lifetime, she shall have the
22 power to require the Trustee to make all or any part of the principal of this Trust productive [. . .]”).
23 Further, the Trust Agreement provides that there need not be any physical segregation or division of
24 the various trusts, “but the Trustee shall keep separate accounts for the different undivided
25 interests.” *Id.* at ¶ 8.4.

26 Thus, since the general provisions appoint a Trustee and the Trustee is referenced throughout,
27 including in relation to the Susan Trust, that Trustee serves the Susan Trust as well. *See, e.g.,*
28 *Scharlin v. Superior Court*, 9 Cal. App. 4th 162, 170–171 (1992) (finding that, where the original
trust created two subtrusts—a revocable survivor’s trust and an irrevocable decedent’s trust—the

1 “no contest” clause in original trust controlled the decedent’s trust).

2 **PRAYER FOR RELIEF**

3 WHEREFORE, Petitioner requests that the Court issue the following orders:

4 1. Order by the Court for Petitioner to immediately produce to the Williams Children an
5 unredacted copy of the Prenuptial Agreement between Settlor and Petitioner dated September 28,
6 2011, referenced in Paragraph 4.3.1.1(h);

7 2. Declaration by the Court that the specific gifts of tangible personal property under
8 Paragraph 4.3.1.1(b) of the Robin Williams Trust are not limited to the tangible personal property in
9 the Napa Home;

10 3. Declaration by the Court that the specific gift of tangible personal property under
11 Paragraph 4.3.1.1(b) of the Robin Williams Trust includes tangible personal property from the
12 contents of the Tiburon residence stored in other locations;

13 4. Declaration by the Court that the term “memorabilia” includes “things that are
14 remarkable and worthy of remembrance” and “things that stir recollection or are valued or collected
15 for their association with a particular field or interest,” such as mementos;

16 5. Declaration by the Court that the term “memorabilia” is not modified by the term “in
17 the entertainment industry” as found in Paragraph 4.3.1.1(b) of the Robin Williams Trust;

18 6. Declaration by the Court that “jewelry” includes watches as stated in Paragraph
19 4.3.1.1(b) of the Robin Williams Trust;

20 7. Declaration by the Court that the reserve fund of the Susan Trust will include the costs
21 of all services enumerated in Paragraph 4.3.1.3(b);

22 8. Declaration by the Court that the reserve fund of the Susan Trust will include the costs
23 of Trustee fees and attorneys’ fees associated with the administration of the Susan Trust;

24 9. Declaration by the Court that the Trustees should be permitted immediate and
25 unimpeded access to the Tiburon Residence to collect the tangible personal property set forth in
26 Paragraph 4.3.1.1(b) for the benefit of the Williams Children;

27 10. Attorneys’ fees and costs are awarded to the Williams Children; and
28

1 11. Such further orders as the Court deems proper.

2 DATED: January 21, 2015.

 ARNOLD & PORTER LLP

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4 By: Meredith R. Bushnell
 Meredith R. Bushnell
 Attorney for the Williams Children

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EXHIBIT A

EXHIBIT A
**SECOND AMENDMENT TO AND
COMPLETE RESTATEMENT OF TRUST AGREEMENT OF
THE ROBIN WILLIAMS TRUST**

This SECOND AMENDMENT TO AND COMPLETE RESTATEMENT (“Restatement”) of the Trust Agreement dated June 24, 2010 (“Trust Agreement”) (establishing the ROBIN WILLIAMS TRUST (“Trust”)) is made as of the date set forth below by ROBIN M. WILLIAMS as Settlor and as Trustee.

WITNESSETH:

WHEREAS, Settlor pursuant to his reserved right to amend wishes to substantially amend and fully restate the Trust Agreement and the Trust established therein (which had been previously amended by the First Amendment thereto dated December 27, 2010) and the Trustee wishes to and hereby does accept and consent to such amendment and restatement.

NOW, THEREFORE, the Settlor hereby completely amends and fully restates the Trust Agreement and the Trust as follows:

REDACTED

ARTICLE 2

PROVISIONS RELATING TO TRUSTEE SUCCESSION

REDACTED

2.3 Definition: No Bond Requirement. The term "Trustee" as used in this instrument shall mean the initial Trustee and any successor Trustee(s) named herein or designated as provided herein and shall include two (2) persons serving as co-Trustees hereunder. No bond shall be required of anyone serving as a Trustee, whether serving jointly or alone.

REDACTED

REDACTED

REDACTED

REDACTED

REDACTED

REDACTED

ARTICLE 4

ADMINISTRATION OF TRUST ESTATE ON DEATH OF SETTLOR

REDACTED

REDACTED

4.3 Disposition of Unappointed Trust Assets. On the death of the Settlor, after making the payments described in Paragraph 4.1, above, and subject to the exercise of the Settlor's power of appointment described in Paragraph 4.2, above, the Trustee shall make the gifts set forth in Paragraph 4.3.1 *et seq.*, below (including the gift in trust for Settlor's spouse as provided in Paragraph 4.3.1.3, *et seq.*) and shall distribute the residue of the trust estate as provided in Paragraph 4.3.2, *et seq.*, below.

REDACTED

4.3.1.1 Specific Gifts of Tangible Personal Property and Real Property. The Trustee shall distribute the following tangible personal property and real property:

(a) All ownership interest in the right to Settlor's name, voice, signature, photograph, likeness and right of privacy/publicity (sometimes referred to as "right of publicity") to the Windfall Foundation, a California Nonprofit Corporation ("THE WINDFALL FOUNDATION"), subject to the restriction that such right of publicity shall not be exploited for a twenty-five (25) year period commencing on the date of Settlor's death. If THE WINDFALL FOUNDATION shall not then exist or if contributions to THE WINDFALL FOUNDATION shall not then qualify for the charitable deduction pursuant to Sections 170(c) and 2055(a) of the Internal Revenue Code, the Trustee shall distribute such right of publicity to such one or more charitable organizations with a similar purpose to that of THE WINDFALL FOUNDATION as the Trustee shall select, contributions to which shall qualify for the charitable deduction pursuant to Sections 170(c) and 2055(a) of the Internal Revenue Code.

(b) Subject to subparagraph (c), below, all of Settlor's clothing, jewelry, personal photos taken prior to his marriage to SUSAN, Settlor's memorabilia and awards in the entertainment industry and the tangible personal property located at [REDACTED]

██████ Napa, CA that the Trustee determines not to sell shall be distributed to Settlor's then living children in substantially equal shares as they shall agree. In the event the children are not able to agree on the division of the foregoing tangible personal property, the Trustee shall decide, in the Trustee's reasonable discretion, which items shall be distributed to each child, which items shall be sold and how much of the proceeds therefrom shall be distributed to each child, and which items shall be gifted to one or more charitable organizations (including the institution holding Settlor's archived material) deemed appropriate by the Trustee and which qualify for the charitable deduction pursuant to Sections 170(c) and 2055(a) of the Internal Revenue Code. The Trustee's determination and decision with regard all of to the foregoing in this subparagraph shall be final and absolute.

(c) The Trustee may, in the Trustee's sole discretion, sell some or all of the contents of ██████████ Napa, CA if the Trustee determines such sale shall be in the best interest of the trust. All such sales proceeds shall become a part of the residue distributed pursuant to Paragraph 4.3.2, *et seq.*, below.

REDACTED

REDACTED

REDACTED

4.3.1.3 Gift in Trust for SUSAN. If Settlor and SUSAN are still married and not separated (as defined below) at Settlor's death, the Trustee shall set aside in a separate trust ("SUSAN's Trust"), which trust shall be held and administered as provided below for the benefit of SUSAN during her remaining lifetime, the following property: (a) Settlor's residence (and the contents thereof excluding items of tangible personal property specifically gifted pursuant to the preceding Paragraph 4.3.1.1, above) located at [REDACTED] Tiburon, CA 94920 (the "Residence"); and (b) an amount of cash or other property reasonably determined by the Trustee to constitute an appropriate reserve fund to cover during SUSAN's lifetime all costs related to the Residence including, but not limited to, mortgage or trust deed payments, property taxes and assessments, insurance premiums, maintenance expenses, all ordinary and extraordinary repairs and necessary improvements to the Residence and all obligations to SUSAN under this Paragraph 4.3.1.3, *et seq.* If SUSAN does not survive Settlor, if she survives but is not married to Settlor or if SUSAN and Settlor are married but separated at the date of Settlor's death, this gift shall fail and said property shall be distributed pursuant to Paragraph 4.3.2, below, as part of the residue. For purposes hereof, the term "separated" shall have the same meaning as "separation" has in the Prenuptial Agreement dated September 28, 2011 and in this regard, Settlor and SUSAN shall be deemed separated if a "terminating event" has occurred. A "terminating event" is defined as the first to occur of the following events: (i) the filing and service of a petition for dissolution or divorce, nullity or annulment, or separation or separate maintenance; (ii) the execution of a separation, marital settlement agreement, or other agreement indicative of an intention to terminate the marriage; (iii) the sending of written notice by either of Settlor or SUSAN to the other of an intention to remain apart. Settlor and SUSAN shall not be deemed separated if they are living separate and apart without a terminating event.

(a) During SUSAN's lifetime, SUSAN shall be entitled to reside in the Residence free of rent and to use the furniture and furnishings therein and other contents, in accordance with the terms and conditions of this Paragraph 4.3.1.3 *et seq.*

(b) During SUSAN's lifetime, the Trustee shall pay all mortgage or trust deed obligations, property tax and assessments, insurance premiums, maintenance expenses, ordinary and extraordinary repairs and necessary improvements with respect to the Residence out of income and principal of this Trust in accordance with the principles applicable to the charging of payments under California law. Any remaining net income of this Trust shall be distributed to SUSAN no less often than annually.

(c) Without causing an expiration or termination of SUSAN's occupancy rights and right to net income, SUSAN shall have the right to instruct the Trustee to do the following:

(i) To lease the Residence to a third party for the fair market rental value as determined by the Trustee and to pay to SUSAN the gross rental amount therefrom without reduction for the obligations to be paid by this Trust related to the Residence; or

(ii) To sell the Residence for its fair market value and to purchase a Replacement Residence for an amount equal to or less than the net sales proceeds; and the Replacement Residence and any remaining sales proceeds shall be held in this Trust upon the same terms and conditions of this Paragraph 4.3.1.3 set forth above.

(d) Upon SUSAN's death, any accrued or undistributed net income shall be distributed to SUSAN's estate and the Residence, its contents and any other assets of the trust shall be distributed as provided below:

(i) All of the contents of the Residence other than SUSAN's tangible personal property shall be distributed to Settlor's issue, by right of representation.

(ii) The Residence shall be sold and the Trustee shall allocate the net sales proceeds thereof together with any and all other assets of the Trust (less any related expenses of administration and income and death taxes) into as many equal shares as there are children then living of Settlor, children then living of SUSAN from her first marriage and deceased children of each who leave issue then living. Each share allocated to a

then living child shall be distributed to such child and each share allocated to a group composed of the living issue of a deceased child shall be distributed to such issue by right of representation.

(e) Power to Make SUSAN's Trust Productive. During SUSAN's lifetime, she shall have the power to require the Trustee to make all or any part of the principal of this Trust productive, or to convert promptly any unproductive or underproductive part into productive property. This power shall be exercised by SUSAN in a written instrument delivered to the Trustee.

(f) Settlor's Intention re Marital Deduction. It is the Settlor's intention to enable SUSAN's Trust to qualify in whole or in part for the federal estate tax marital deduction under Section 2056(b)(7) of the Internal Revenue Code, as may be amended from time to time. In no event shall the Trustee take any action or have any power that would impair the marital deduction. If the marital deduction is elected as to all or part of SUSAN's Trust, then all provisions of SUSAN's Trust shall be interpreted to conform to this primary objective.

(g) Power to Reform SUSAN's Trust. The Trustee is authorized, in the Trustee's sole discretion, to either:

(i) Authority to Reform. Reform the terms of SUSAN's Trust to comply with the requirements of Section 2056A of the Internal Revenue Code and the Regulations promulgated thereunder; or

(ii) Authority to Petition Court. Petition any court with jurisdiction over SUSAN's Trust to have the terms of the Trust reformed to comply with the requirements of Section 2056A of the Internal Revenue code and the Regulations promulgated thereunder.

(h) Intent to Comply With Prenuptial Agreement. It is Settlor's intent that this Paragraph 4.3.1.3 et. seq. shall comply with the terms of, and obligations imposed on Settlor under, the Prenuptial Agreement with SUSAN dated September 28, 2011; and the provisions of this paragraph shall be so interpreted.

REDACTED

REDACTED

REDACTED

REDACTED

REDACTED

REDACTED

REDACTED

REDACTED

REDACTED

REDACTED

REDACTED

REDACTED

REDACTED

REDACTED

REDACTED

REDACTED

REDACTED

REDACTED

REDACTED

REDACTED

REDACTED

ARTICLE 8

GENERAL PROVISIONS

The following general provisions shall apply to each trust created under this instrument:

REDACTED

8.4 No Physical Segregation of Trusts Necessary. There need be no physical segregation or division of the various trusts except as segregation or division may be required by the termination of any of the trusts, but the Trustee shall keep separate accounts for the different undivided interests.

REDACTED

REDACTED

REDACTED

REDACTED

REDACTED

REDACTED

REDACTED


REDACTED

ARTICLE 11

NAME

This trust may be referred to as the "ROBIN WILLIAMS TRUST." Any separate trust administered hereunder may be known by the name of the principal beneficiary of such trust, or by the name specified in this instrument."

This Trust Agreement is executed at Tiburon, CA, this 31st day of January, 2012.

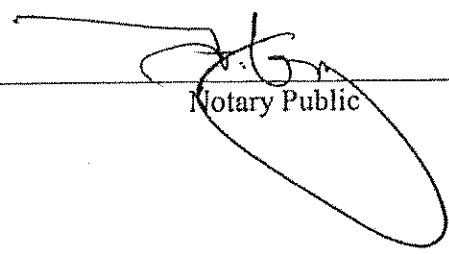

ROBIN M. WILLIAMS, Settlor and Trustee

STATE OF CALIFORNIA)
) ss:
COUNTY OF MARIN)

On Jan. 31, 2012, before me, F. CRUZ, Notary Public, personally appeared ROBIN M. WILLIAMS, 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~~(ies)~~, 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.



Notary Public

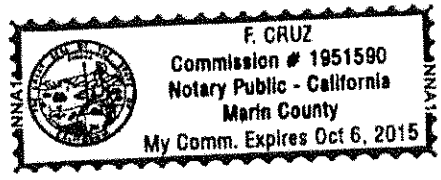
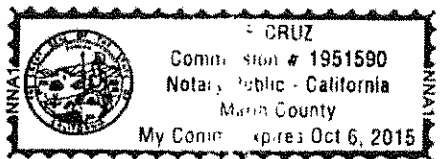


EXHIBIT B

Scheduled Valuable Possessions Declarations

Listed below is basic information about your policy.

THANK YOU FOR RENEWING YOUR POLICY WITH FIREMAN'S FUND STARTING AT 12:01 AM ON 04/07/12. SCHEDULED JEWELRY HAS BEEN CHANGED ON YOUR POLICY.

This Policy Has Been Issued by FIREMAN'S FUND INSURANCE COMPANY
(One of the Fireman's Fund Insurance Companies)

Policy Number

[REDACTED]

Policy Period

04-07-12 to 04-07-13

Named Insured

ROBIN WILLIAMS
C/O JOEL FADEN & CO INC C/O MLM

[REDACTED]

Your Agent Is

WELLS FARGO INS SVCS USA, INC

[REDACTED]

Scheduled Valuable Possessions
HIGHLY PROT JEWELRY
JEWELRY

Limits of Liability

\$ [REDACTED]

Premium

\$ [REDACTED]

Total Policy Premium \$ [REDACTED]

Your total premium reflects the following credits:
ALARM OR SPRINKLER SYSTEM

\$ [REDACTED]



* 1 0527 0 000000 1 0 14B *

Scheduled Valuable Possessions Declarations

Policy Number
[REDACTED]

Effective Date
04-07-12

Company
FIREMAN'S FUND INSURANCE COMPANY

Named Insured
ROBIN WILLIAMS
C/O JOEL FADEN & CO INC C/O MLM
[REDACTED]

Your Agent Is
WELLS FARGO INS SVCS USA, INC
[REDACTED]

Forms and Endorsements Applicable to this Policy

Endt. No	Edition Date	Title	Premium
345168	01-98	Scheduled Valuable Possessions	Included
135591	03-05	SVP Amendatory Endorsement - CA	Included

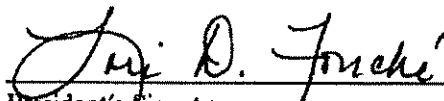
Your Covered Property

The valuable possessions of the named insured are at the following location:
[REDACTED] NAPA CA 94558

Signatures

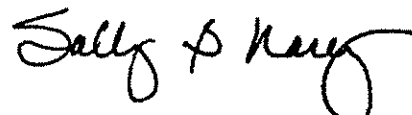
One of the Fireman's Fund Insurance Companies,
as named in the policy

Date of Issue 02-08-12



President's Signature

Countersignature of
Authorized Agent or Broker



Secretary's Signature

Scheduled Valuable Possessions

Policy Number [REDACTED]
 Effective Date 04-07-12
 Company
 FIREMAN'S FUND INSURANCE COMPANY

Named Insured
 ROBIN WILLIAMS
 C/O JOEL FADEN & CO INC C/O MLM
 [REDACTED]

Your Agent Is
 WELLS FARGO INS SVCS USA, INC
 [REDACTED]

Scheduled Valuable Possessions as of 04-07-12

JEWELRY

		AMT INS.
1	DELETED EFFECTIVE 09-05-08	\$.00
2	DELETED EFFECTIVE 09-05-08	\$.00
3	DELETED EFFECTIVE 09-05-08	\$.00
4	DELETED EFFECTIVE 09-05-08	\$.00
5	MEN'S WATCH, [REDACTED]	\$ [REDACTED]
6	MEN'S WATCH [REDACTED]	\$ [REDACTED]
7	AQUANAUT WATCH, [REDACTED]	\$ [REDACTED]
8	GRAHAM WATCH [REDACTED]	\$ [REDACTED]
9	DELETED EFFECTIVE 09-05-08	\$.00
10	[REDACTED]	\$ [REDACTED]
11	[REDACTED]	\$ [REDACTED]
12	[REDACTED]	\$ [REDACTED]

^ 1 0528 0 000000 1 0 14B *

000909AL HIP 05 EPHG.O154.A14B201

Scheduled Valuable Possessions as of 04-07-12

JEWELRY

(CONTINUED)

AMT INS.

13	[REDACTED]	\$	[REDACTED]
14	[REDACTED]	\$	[REDACTED]
15	[REDACTED]	\$	[REDACTED]
JEWELRY TOTAL		\$	[REDACTED]

JEWELRY (HIGHLY PROTECTED)

AMT INS.

1	DELETED EFFECTIVE 09-05-08	\$	.00
2	DELETED EFFECTIVE 09-05-08	\$	.00
3	[REDACTED]	\$	[REDACTED]
4	[REDACTED]	\$	[REDACTED]
5	NO COVERAGE PROVIDED FOR THIS ITEM. [REDACTED]	\$	.00
6	[REDACTED]	\$	[REDACTED]
7	NO COVERAGE PROVIDED FOR THIS ITEM. [REDACTED]	\$	.00
8	[REDACTED]	\$	[REDACTED]
9	[REDACTED]	\$	[REDACTED]
10	[REDACTED]	\$	[REDACTED]

Scheduled Valuable Possessions

Policy Number

Effective Date

Company

04-07-12

FIREMAN'S FUND INSURANCE COMPANY

Named Insured

Your Agent Is

 ROBIN WILLIAMS
 C/O JOEL FADEN & CO INC C/O MLM

WELLS FARGO INS SVCS USA, INC

Scheduled Valuable Possessions as of 04-07-12
JEWELRY (HIGHLY PROTECTED)
(CONTINUED)
AMT INS.

11	[REDACTED]	\$	[REDACTED]
12	[REDACTED]	\$	[REDACTED]
13	NO COVERAGE PROVIDED FOR THIS ITEM. [REDACTED]	\$	.00
14	NO COVERAGE PROVIDED FOR THIS ITEM. [REDACTED] [REDACTED]	\$	.00
15	NO COVERAGE PROVIDED FOR THIS ITEM. [REDACTED]	\$	.00
16	NO COVERAGE PROVIDED FOR THIS ITEM. [REDACTED]	\$	.00
17	NO COVERAGE PROVIDED FOR THIS ITEM. [REDACTED]	\$	.00
18	NO COVERAGE PROVIDED FOR THIS ITEM. [REDACTED]	\$	.00
19	[REDACTED]	\$	[REDACTED]

* 1 0529 0 000000 1 0 14B *

000911AL HIP 05 EFHG 0154.A14B201

Scheduled Valuable Possessions as of 04-07-12

JEWELRY (HIGHLY PROTECTED)

(CONTINUED)

AMT INS.

20	NO COVERAGE PROVIDED FOR THIS ITEM. [REDACTED]	\$	.00
21	[REDACTED]	\$	[REDACTED]
22	[REDACTED]	\$	[REDACTED]
23	[REDACTED]	\$	[REDACTED]
24	[REDACTED]	\$	[REDACTED]
25	DELETED EFFECTIVE 09-05-08	\$	.00
26	DELETED EFFECTIVE 09-05-08	\$	.00
27	DELETED EFFECTIVE 09-05-08	\$	.00
28	DELETED EFFECTIVE 09-05-08	\$	.00
29	DELETED EFFECTIVE 09-05-08	\$	.00
30	DELETED EFFECTIVE 09-05-08	\$	.00
31	DELETED EFFECTIVE 09-05-08	\$	.00
32	DELETED EFFECTIVE 09-05-08	\$	.00
33	NO COVERAGE PROVIDED FOR THIS ITEM. [REDACTED]	\$	.00
34	DELETED EFFECTIVE 09-05-08	\$	.00
35	DELETED EFFECTIVE 09-05-08	\$	.00
36	DELETED EFFECTIVE 09-05-08	\$	.00

Scheduled Valuable Possessions

Policy Number
 [REDACTED]

Effective Date
 04-07-12

Company
 FIREMAN'S FUND INSURANCE COMPANY

Named Insured
 ROBIN WILLIAMS
 C/O JOEL FADEN & CO. INC. C/O MLM
 [REDACTED]

Your Agent Is
 WELLS FARGO INS SVCS USA, INC
 [REDACTED]

Scheduled Valuable Possessions as of 04-07-12

JEWELRY (HIGHLY PROTECTED) (CONTINUED)		AMT INS.
37	NO COVERAGE PROVIDED FOR THIS ITEM. [REDACTED]	\$.00
38	DELETED EFFECTIVE 09-05-08	\$.00
39	NO COVERAGE PROVIDED FOR THIS ITEM. [REDACTED]	\$.00
40	NO COVERAGE PROVIDED FOR THIS ITEM. [REDACTED]	\$.00
41	NO COVERAGE PROVIDED FOR THIS ITEM. [REDACTED]	\$.00
42	DELETED EFFECTIVE 09-05-08	\$.00
43	DELETED EFFECTIVE 09-05-08	\$.00
44	DELETED EFFECTIVE 09-05-08	\$.00
45	NO COVERAGE PROVIDED FOR THIS ITEM. [REDACTED]	\$.00
46	DELETED EFFECTIVE 09-05-08	\$.00



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000913AL HIP 05 EFHG.0154 A14B201

Scheduled Valuable Possessions as of 04-07-12

JEWELRY (HIGHLY PROTECTED) (CONTINUED)

AMT INS.

47	DELETED EFFECTIVE 09-05-08	\$	.00
48	NO COVERAGE PROVIDED FOR THIS ITEM. [REDACTED]	\$	.00
49	DELETED EFFECTIVE 09-05-08	\$	.00
50	DELETED EFFECTIVE 09-05-08	\$	.00
51	DELETED EFFECTIVE 09-05-08	\$	.00
52	DELETED EFFECTIVE 09-05-08	\$	.00
53	NO COVERAGE PROVIDED FOR THIS ITEM. [REDACTED]	\$	.00
54	DELETED EFFECTIVE 09-05-08	\$	.00
55	NO COVERAGE PROVIDED FOR THIS ITEM. [REDACTED]	\$	.00
56	NO COVERAGE PROVIDED FOR THIS ITEM. [REDACTED]	\$	.00
57	NO COVERAGE PROVIDED FOR THIS ITEM. [REDACTED]	\$	.00
58	DELETED EFFECTIVE 09-05-08	\$	.00
59	[REDACTED]	\$	.00
60	NO COVERAGE PROVIDED FOR THIS ITEM. [REDACTED]	\$	.00

Scheduled Valuable Possessions

Policy Number [REDACTED] **Effective Date** 04-07-12 **Company**
 FIREMAN'S FUND INSURANCE COMPANY

Named Insured **Your Agent Is**
 ROBIN WILLIAMS WELLS FARGO INS SVCS USA, INC
 C/O JOEL FADEN & CO INC C/O MLM [REDACTED]

Scheduled Valuable Possessions as of 04-07-12

JEWELRY (HIGHLY PROTECTED)	(CONTINUED)	AMT INS.
61	NO COVERAGE PROVIDED FOR THIS ITEM. [REDACTED]	\$.00
62	NO COVERAGE PROVIDED FOR THIS ITEM. [REDACTED]	\$.00
63	NO COVERAGE PROVIDED FOR THIS ITEM. [REDACTED]	\$.00
64	NO COVERAGE PROVIDED FOR THIS ITEM. [REDACTED]	\$.00
65	DELETED EFFECTIVE 09-05-08	\$.00
66	DELETED EFFECTIVE 09-05-08	\$.00
67	DELETED EFFECTIVE 09-05-08	\$.00
68	DELETED EFFECTIVE 09-05-08	\$.00
69	DELETED EFFECTIVE 09-05-08	\$.00
70	NO COVERAGE PROVIDED FOR THIS ITEM. [REDACTED]	\$.00



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000915AL HIP 05 EPHG.0154.A14B201

Scheduled Valuable Possessions as of 04-07-12

JEWELRY (HIGHLY PROTECTED) (CONTINUED)

AMT INS.

71	NO COVERAGE PROVIDED FOR THIS ITEM. [REDACTED]	\$	.00
72	NO COVERAGE PROVIDED FOR THIS ITEM. [REDACTED]	\$	.00
73	DELETED EFFECTIVE 09-05-08	\$	.00
74	DELETED EFFECTIVE 09-05-08	\$	.00
75	[REDACTED]	\$	[REDACTED]
76	[REDACTED]	\$	[REDACTED]
77	NO COVERAGE PROVIDED FOR THIS ITEM. [REDACTED]	\$	.00
78	DELETED EFFECTIVE 09-05-08	\$	.00
79	DELETED EFFECTIVE 09-05-08	\$	.00
80	DELETED EFFECTIVE 09-05-08	\$	.00
81	DELETED EFFECTIVE 09-05-08	\$	.00
82	DELETED EFFECTIVE 09-05-08	\$	.00
83	DELETED EFFECTIVE 09-05-08	\$	.00
84	DELETED EFFECTIVE 09-05-08	\$	.00
85	DELETED EFFECTIVE 09-05-08	\$	.00
86	DELETED EFFECTIVE 09-05-08	\$	.00
87	DELETED EFFECTIVE 09-05-08	\$	.00
88	DELETED EFFECTIVE 09-05-08	\$	.00

Scheduled Valuable Possessions

Policy Number [REDACTED] **Effective Date** 04-07-12 **Company** FIREMAN'S FUND INSURANCE COMPANY

Named Insured
ROBIN WILLIAMS
C/O JOEL FADEN & CO INC C/O MLM
[REDACTED]

Your Agent Is
WELLS FARGO INS SVCS USA, INC
[REDACTED]

Scheduled Valuable Possessions as of 04-07-12

JEWELRY (HIGHLY PROTECTED) (CONTINUED)		AMT INS.
89	NO COVERAGE PROVIDED FOR THIS ITEM. [REDACTED]	\$.00
90	[REDACTED]	\$ [REDACTED]
91	NO COVERAGE PROVIDED FOR THIS ITEM. [REDACTED]	\$.00
92	[REDACTED]	\$ [REDACTED]
93	NO COVERAGE PROVIDED FOR THIS ITEM. [REDACTED]	\$.00
93	NO COVERAGE PROVIDED FOR THIS ITEM. [REDACTED]	\$.00
94	DELETED EFFECTIVE 09-05-08	\$.00
95	DELETED EFFECTIVE 09-05-08	\$.00
96	[REDACTED]	\$ [REDACTED]



1 0532 0 000000 1 0 14B *

000917AL HIP 05 EPHG.O154.A14B201

Scheduled Valuable Possessions as of 04-07-12

JEWELRY (HIGHLY PROTECTED) (CONTINUED)		AMT INS.
97	NO COVERAGE PROVIDED FOR THIS ITEM. [REDACTED]	\$.00
98	[REDACTED]	\$ [REDACTED]
99	[REDACTED]	\$ [REDACTED]
100	[REDACTED]	\$ [REDACTED]
102	[REDACTED]	\$ [REDACTED]
103	NO COVERAGE PROVIDED FOR THIS ITEM. [REDACTED]	\$.00
104	NO COVERAGE PROVIDED FOR THIS ITEM. [REDACTED]	\$.00
105	DELETED EFFECTIVE 09-05-08	\$.00
106	[REDACTED]	\$ [REDACTED]
107	[REDACTED]	\$ [REDACTED]
108	[REDACTED]	\$ [REDACTED]
109	DELETED EFFECTIVE 09-05-08	\$.00
110	DELETED EFFECTIVE 09-05-08	\$.00
111	DELETED EFFECTIVE 09-05-08	\$.00
112	DELETED EFFECTIVE 04-07-10	\$.00
113	DELETED EFFECTIVE 09-05-08	\$.00

Scheduled Valuable Possessions

Policy Number

Effective Date

Company

[REDACTED]

04-07-12

FIREMAN'S FUND INSURANCE COMPANY

Named Insured

Your Agent Is

 ROBIN WILLIAMS
 C/O JOEL FADEN & CO INC C/O MLM

WELLS FARGO INS SVCS USA, INC

[REDACTED]

[REDACTED]

Scheduled Valuable Possessions as of 04-07-12

JEWELRY (HIGHLY PROTECTED)

(CONTINUED)

		AMT INS.
114	DELETED EFFECTIVE 09-05-08	\$.00
115	DELETED EFFECTIVE 09-05-08	\$.00
116	GENTLEMAN'S [REDACTED] WRIST WATCH. [REDACTED]	\$ [REDACTED]
117	GENTLEMAN'S [REDACTED] WRIST WATCH. [REDACTED]	\$ [REDACTED]
118	GENTLEMAN'S [REDACTED] WRIST WATCH. [REDACTED]	\$ [REDACTED]
119	GENTLEMAN'S [REDACTED] WRIST WATCH, [REDACTED]	\$ [REDACTED]
120	GENTLEMAN'S [REDACTED] WRIST WATCH, [REDACTED]	\$ [REDACTED]
121	GENTLEMAN'S [REDACTED] WRIST WATCH. [REDACTED]	\$ [REDACTED]
122	GENTLEMAN'S [REDACTED] WRIST WATCH. [REDACTED]	\$ [REDACTED]
123	GENTLEMAN'S [REDACTED] WRIST WATCH. [REDACTED]	\$ [REDACTED]

* 1 0533 0 000000 1 0 14B *

000919AL HIP 05 EFHG.O154.A14B201

Scheduled Valuable Possessions as of 04-07-12

JEWELRY (HIGHLY PROTECTED) (CONTINUED)		AMT INS.
124	GENTLEMAN'S [REDACTED] WRIST WATCH.	\$ [REDACTED]
125	NO COVERAGE PROVIDED FOR THIS ITEM. GENTLEMAN'S [REDACTED] WRIST WATCH,	\$.00
126	GENTLEMAN'S [REDACTED] WRIST WATCH. [REDACTED]	\$ [REDACTED]
127	NO COVERAGE PROVIDED FOR THIS ITEM. GENTLEMAN'S [REDACTED] WRIST WATCH. [REDACTED]	\$.00
128	GENTLEMAN'S [REDACTED] WRIST WATCH. [REDACTED]	\$ [REDACTED]
129	GENTLEMAN'S [REDACTED] WRIST WATCH. [REDACTED]	\$ [REDACTED]
130	GENTLEMAN'S [REDACTED] WRIST WATCH. [REDACTED]	\$ [REDACTED]
131	GENTLEMAN'S [REDACTED] WRIST WATCH. [REDACTED]	\$ [REDACTED]
132	[REDACTED]	\$ [REDACTED]

Scheduled Valuable Possessions

Policy Number [REDACTED] **Effective Date** 04-07-12 **Company**
 FIREMAN'S FUND INSURANCE COMPANY

Named Insured **Your Agent Is**
 ROBIN WILLIAMS WELLS FARGO INS SVCS USA, INC
 C/O JOEL FADEN & CO INC C/O MLM [REDACTED]

Scheduled Valuable Possessions as of 04-07-12

JEWELRY (HIGHLY PROTECTED)	(CONTINUED)	AMT INS.
133	[REDACTED]	\$ [REDACTED]
134	NO COVERAGE PROVIDED FOR THIS ITEM. [REDACTED]	\$.00
135	[REDACTED]	\$ [REDACTED]
136	[REDACTED]	\$ [REDACTED]
137	[REDACTED] CHRONOMETER WATCH; [REDACTED]	\$ [REDACTED]
138	[REDACTED] AUTOMATIC-DIGITAL WATCH; [REDACTED]	\$ [REDACTED]
139	[REDACTED] MANS'S WATCH	\$ [REDACTED]
140	[REDACTED]	\$ [REDACTED]
141	DELETED EFFECTIVE 09-05-08	\$.00
142	DELETED EFFECTIVE 09-05-08	\$.00
143	DELETED EFFECTIVE 09-05-08	\$.00



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000921AL HIP 05 EFHG.0164.A14B201

Scheduled Valuable Possessions as of 04-07-12

JEWELRY (HIGHLY PROTECTED)		(CONTINUED)	AMT	INS.
144	MEN'S WATCH	[REDACTED]	\$	[REDACTED]
145	WATCH	[REDACTED]	\$	[REDACTED]
146	[REDACTED] WATCH	[REDACTED]	\$	[REDACTED]
147	DELETED EFFECTIVE	09-05-08	\$	.00
149	DELETED EFFECTIVE	09-05-08	\$	.00
150	DELETED EFFECTIVE	09-05-08	\$	.00
151	DELETED EFFECTIVE	09-05-08	\$	.00
152	DELETED EFFECTIVE	09-05-08	\$	.00
153	DELETED EFFECTIVE	09-05-08	\$	.00
154	DELETED EFFECTIVE	09-05-08	\$	.00
155	DELETED EFFECTIVE	09-05-08	\$	.00
156	GENTLEMAN'S	[REDACTED] WRIST WATCH.	\$	[REDACTED]
157	DELETED EFFECTIVE	09-05-08	\$	.00
158	DELETED EFFECTIVE	09-05-08	\$	.00
159	A MANS	[REDACTED] WATCH	\$	[REDACTED]
160	A MANS	[REDACTED] WATCH	\$	[REDACTED]
161	DELETED EFFECTIVE	09-05-08	\$	.00
162	MEN'S WATCH,	[REDACTED]	\$	[REDACTED]
163	MEN'S WATCH,	[REDACTED]	\$	[REDACTED]

Scheduled Valuable Possessions

Policy Number [REDACTED] **Effective Date** 04-07-12 **Company**
FIREMAN'S FUND INSURANCE COMPANY

Named Insured **Your Agent Is**
ROBIN WILLIAMS WELLS FARGO INS SVCS USA, INC
C/O JOEL FADEN & CO INC C/O MLM
[REDACTED] [REDACTED]

Scheduled Valuable Possessions as of 04-07-12

JEWELRY (HIGHLY PROTECTED) (CONTINUED)		AMT INS.
164	[REDACTED] INDIVIDUAL WATCH	\$ [REDACTED]
165	[REDACTED] INDIVIDUAL WATCH	\$ [REDACTED]
166	[REDACTED] ORACLE WATCH	\$ [REDACTED]
167	MEN'S [REDACTED] WATCH.	\$ [REDACTED]
168	DELETED EFFECTIVE 09-05-08	\$.00
169	[REDACTED] CHRONOMETER [REDACTED] BRACELET	\$ [REDACTED]
170	DELETED EFFECTIVE 09-05-08	\$.00
171	[REDACTED] WATCH	\$ [REDACTED]
172	MEN'S WRISTWATCH [REDACTED]	\$ [REDACTED]



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Scheduled Valuable Possessions as of 04-07-12

JEWELRY (HIGHLY PROTECTED)		(CONTINUED)		AMT INS.
173	[REDACTED]	WATCH	\$	[REDACTED]
174	[REDACTED]	MEN'S WATCH	\$	[REDACTED]
175	[REDACTED]	MEN'S WATCH	\$	[REDACTED]
176	DELETED EFFECTIVE 09-05-08		\$	.00
177	[REDACTED]	WATCH [REDACTED]		
	[REDACTED]		\$	[REDACTED]
178	[REDACTED]		\$	[REDACTED]
179	DELETED EFFECTIVE 04-07-10		\$	.00
180	[REDACTED]		\$	[REDACTED]
181	[REDACTED]	MAN'S WATCH, [REDACTED]	\$	[REDACTED]
182	[REDACTED]		\$	[REDACTED]

Scheduled Valuable Possessions

Policy Number [REDACTED]	Effective Date 04-07-12	Company FIREMAN'S FUND INSURANCE COMPANY
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Named Insured ROBIN WILLIAMS C/O JOEL FADEN & CO INC C/O MLM [REDACTED]	Your Agent Is WELLS FARGO INS SVCS USA, INC [REDACTED]
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Scheduled Valuable Possessions as of 04-07-12

JEWELRY (HIGHLY PROTECTED)	(CONTINUED)	AMT INS.
183	[REDACTED] MEN'S WRISTWATCH. [REDACTED] [REDACTED]	\$ [REDACTED]
184	[REDACTED] MAN'S WATCH, [REDACTED] [REDACTED]	\$ [REDACTED]
185	MAN'S [REDACTED] WATCH [REDACTED] [REDACTED]	\$ [REDACTED]
186	MAN'S WATCH, [REDACTED] [REDACTED]	\$ [REDACTED]
187	[REDACTED]	\$ [REDACTED]
188	[REDACTED] WRIST WATCH [REDACTED] [REDACTED]	\$ [REDACTED]



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Scheduled Valuable Possessions as of 04-07-12

JEWELRY (HIGHLY PROTECTED)

(CONTINUED)

189

[REDACTED] WRIST WATCH [REDACTED]

AMT INS.

[REDACTED]

\$ [REDACTED]

HIGHLY PROT JEWELRY TOTAL \$ [REDACTED]

Policyholder Message - Scheduled Valuable Possessions Inflation Protection

Dear Policyholder:

A word about values - and about your Scheduled Valuable Possessions Inflation Protection from Fireman's Fund®.

As you no doubt realize, most any valuable piece of jewelry - diamond ring, brooch, pearl necklace - tends to increase in value. It's the same with silverware, fine arts, antiques and other collectibles. By the time a year goes by, that increase could be considerable. That's why we devised Inflation Protection. It will help you keep pace with those continuing upward value changes, automatically.

Here's how it works:

The valuable pieces of personal property named in your policy are currently scheduled according to their purchase price or most recent appraisal. With inflation protection, as these values increase from year to year, the insurance coverage protecting them will increase.* The increase will be in a measured amount, which we will determine following consideration of data and indexes that measure price changes in the wholesale and retail markets. You will see the increase in values due to inflation protection reflected in the scheduled amounts in your renewal policy.

Of course, increasing values by inflation factors is not as accurate as a value estimate by a qualified appraiser. We recommend you have your scheduled property reappraised every three years and adjust the insured values accordingly.

*Values are also adjusted at time of loss for any inflation since the last policy anniversary date.

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