

**SUBMITTAL TO THE BOARD OF SUPERVISORS  
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**



**ITEM: 21.9  
(ID # 27865)**

**MEETING DATE:**  
Tuesday, December 16, 2025

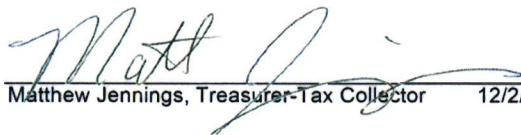
**FROM :** TREASURER-TAX COLLECTOR

**SUBJECT:** TREASURER-TAX COLLECTOR: Public Hearing on the Recommendation for Distribution of Excess Proceeds for Tax Sale No. 218, Item 42. Last assessed to: Friendly Group II, a California partnership. District 2. [\$250,124-Fund 65595 Excess Proceeds from Tax Sale]

**RECOMMENDED MOTION:** That the Board of Supervisors:

1. Approve the claim from Friendly Group II, a California partnership, last assessee, for payment of excess proceeds resulting from the Tax Collector's public auction sale associated with parcel 285060038;
2. Deny the claim from Abner Pinedo, Assignee for Peter Shay, General Partner of Friendly Group II, a Limited Partnership for payment of excess proceeds resulting from the Tax Collector's public auction sale associated with parcel 285060038; and,
3. Authorize and direct the Auditor-Controller to issue a warrant to Friendly Group II, a California partnership, last assessee, in the amount of \$250,124.08 no sooner than ninety days from the date of this order, unless an appeal has been filed in Superior Court, pursuant to the California Revenue and Taxation Code Section 4675.

**ACTION:Policy**

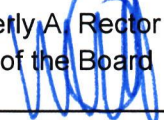
  
Matthew Jennings, Treasurer-Tax Collector 12/2/2025

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**MINUTES OF THE BOARD OF SUPERVISORS**

On motion of Supervisor Spiegel, seconded by Supervisor Gutierrez and duly carried, IT WAS ORDERED that the above matter is approved as recommended.

Ayes: Spiegel, Washington, Perez, and Gutierrez  
Nays: None  
Absent: Medina  
Date: December 16, 2025  
xc: Treasurer

Kimberly A. Rector  
Clerk of the Board  
By:   
Deputy

SUBMITTAL TO THE BOARD OF SUPERVISORS COUNTY OF RIVERSIDE,  
STATE OF CALIFORNIA

**SUBMITTAL TO THE BOARD OF SUPERVISORS COUNTY OF RIVERSIDE,  
STATE OF CALIFORNIA**

<b>FINANCIAL DATA</b>	<b>Current Fiscal Year:</b>	<b>Next Fiscal Year:</b>	<b>Total Cost:</b>	<b>Ongoing Cost</b>
<b>COST</b>	\$ 250,124	\$ 0	\$ 250,124	\$ 0
<b>NET COUNTY COST</b>	\$ 0	\$ 0	\$ 0	\$ 0
<b>SOURCE OF FUNDS: Fund 65595 Excess Proceeds from Tax Sale.</b>			<b>Budget Adjustment:</b>	No
			<b>For Fiscal Year:</b>	25/26

**C.E.O. RECOMMENDATION:** Approve

**BACKGROUND:**

**Summary**

In accordance with Section 3691 et seq. of the California Revenue and Taxation Code, and with prior approval of the Board of Supervisors, the Tax Collector conducted the April 26, 2022, public auction sale. The deed conveying title to the purchasers at the auction was recorded July 7, 2022. Further, as required by Section 4676 of the California Revenue and Taxation Code, notice of the right to claim excess proceeds was given on July 19, 2022, to parties of interest as defined in Section 4675 of said code. Parties of interest have been determined by an examination of Parties of Interest Reports, Assessor's and Recorder's records, as well as other, various research methods used to obtain current mailing addresses for these parties of interest.

The Treasurer-Tax Collector has received two claims for excess proceeds:

1. Claim from Friendly Group II, a California partnership, from general partner Kang-Shen Chen, based on a Grant Deed recorded May 16, 1988, as Instrument No. 1988-130078 and a Partnership Agreement recorded March 19, 1987, as Instrument No. 1987-75067.
2. Claim from Abner Pinedo, Assignee for Peter Shay, General Partner of Friendly Group II, a Limited Partnership, based on an Assignment of Rights to Claim Excess Proceeds from Sale of Tax-Defaulted Property notarized August 02, 2023, a Grant Deed recorded May 16, 1988, as Instrument No. 1988-130078, a Partnership Agreement recorded March 19, 1987 as Instrument No. 1987-75067, and a Board of Directors Resolution notarized December 23, 2022.

Pursuant to Section 4675 of the California Revenue and Taxation Code, it is the recommendation of this office that Friendly Group II, a California partnership, be awarded excess proceeds in the amount of \$250,124.08. The claim submitted by Abner Pinedo, Assignee for Peter Shay, General Partner of Friendly Group II, a Limited Partnership, is to be denied, as the claimant failed to provide the necessary information and proof to establish that Friendly Group II, a Limited Partnership, was the same entity as last assessee Friendly Group II, a California partnership, and therefore a party of interest at the time of the sale. Supporting documentation has been provided. The Tax Collector requests approval of the above

**SUBMITTAL TO THE BOARD OF SUPERVISORS COUNTY OF RIVERSIDE,  
STATE OF CALIFORNIA**

recommended motion. Notice of this recommendation was sent to the claimants by certified mail.

**Impact on Residents and Businesses**

Excess proceeds will be released to the last assessee of the property.

**ATTACHMENTS (if any, in this order):**

**ATTACHMENT A. Claim FGII**

**ATTACHMENT B. Claim Pinedo**

  
Cesar Bernal, PRINCIPAL MGMT ANALYST 12/4/2025

  
Aaron Gettis, Chief of Deputy County Counsel 10/29/2025

CLAIM FOR EXCESS PROCEEDS FROM THE SALE OF TAX-DEFAULTED PROPERTY

To: Matthew Jennings, Treasurer-Tax Collector

Re: Claim for Excess Proceeds

TC 218 ITEM 42 Parcel Identification Number: 285060038

Assessee: FRIENDLY GROUP II

Situs:

Date Sold: April 26, 2022

Date Deed to Purchaser Recorded: July 7, 2022

Final Date to Submit Claim: July 7, 2023

RECEIVED  
2022 SEP 20 AM 9:32  
RIVERSIDE COUNTY  
TREAS-TAX COLLECTOR

I/We, pursuant to Revenue and Taxation Code Section 4675, hereby claim excess proceeds in the amount of \$ 250,124.08 from the sale of the above mentioned real property. I/We were the  lienholder(s),  property owner(s) [check in one box] at the time of the sale of the property as is evidenced by Riverside County Recorder's Document No. 1988-130078; recorded on 5/16/1988. A copy of this document is attached hereto. I/We are the rightful claimants by virtue of the attached assignment of interest. I/We have listed below and attached hereto each item of documentation supporting the claim submitted.

NOTE: YOUR CLAIM WILL NOT BE CONSIDERED UNLESS THE DOCUMENTATION IS ATTACHED.

Attached are

1. Grant Deed

2. Partnership agreement of Friendly Group II. General partner Kang-Shen Chen submits the claim on behalf of the partnership (see Paragraph 8 of the partnership agreement)

If the property is held in Joint Tenancy, the tax sale process has severed this Joint Tenancy, and all Joint Tenants will have to sign the claim unless the claimant submits proof that he or she is entitled to the full amount of the claim, the claimant may only receive his or her respective portion of the claim.

I/We affirm under penalty of perjury that the foregoing is true and correct.

Executed this 15 day of September, 2022 at Orange County, CA  
County, State

Signature of Claimant

Kang-Shen Chen for Friendly Group II

Print Name Kang shen Chen for

Street Address 6984 E. Overlook Terrace Friendly Group II

City, State, Zip Anaheim, CA 92807

Phone Number 714 281 8818

Email Address chenkangshen@gmail.com

Signature of Claimant

Print Name

Street Address

City, State, Zip

Phone Number

Email Address

130078

STEWART TITLE CO.

Recorded at the Request of  
THE METROPOLITAN WATER DISTRICT  
OF SOUTHERN CALIFORNIA

PAID  
Doc. Transfer Tax  
WILLIAM E. CONERLY  
Riv. Co. Recorder

RECEIVED FOR RECORD  
AT 2:00 O'CLOCK P.M.

MAY 16 1988

Recorded in Official Records  
of Riverside County, California

*William E. Conerly*  
Recorder

Fees \$ 9

SURVEYORS  
Monument Fund  
\$10.00

When Recorded Mail to  
THE METROPOLITAN WATER DISTRICT  
OF SOUTHERN CALIFORNIA  
Post Office Box 54153  
Los Angeles, California 90054

DOCUMENTARY TRANSFER TAX \$ 148.50

GRANT DEED

140-5-29 and 35  
(Portions) (Parcel D)

THE METROPOLITAN WATER DISTRICT OF SOUTHERN  
CALIFORNIA, a public corporation, hereby grants to

FRIENDLY GROUP II, a California partnership

the following described real property:

A parcel of land in the south half of the southeast  
quarter of the northwest quarter of Section 3, Township 4  
South, Range 5 West, San Bernardino Meridian in the County  
of Riverside, State of California, as shown by Sectionized  
Survey of the Rancho El Sobrante de San Jacinto, recorded in  
Book 1, page 8, of Maps in the office of the County Recorder  
of the County of San Bernardino, State of California, said  
parcel of land being more particularly described as follows:

Beginning at a point in the northwest corner of  
the land conveyed to The Metropolitan Water District of  
Southern California by deed recorded August 26, 1939, in  
Book 47, page 168, of Judgments in the office of the County  
Clerk and Clerk of the Superior Court, in and for the County  
of Riverside, State of California, said point also being the

DESCRIPTION APPROVED  
JAN 29 1988

*R.B. [Signature]*

9/2

130078

140-5-29 & 35 (Portions)  
(Parcel D)

-2-

northwest corner of said south half; thence S 89° 13' 31" E along the north line of said south half 1,320.60 feet to the northeast corner thereof; thence S 0° 47' 06" W, along the east line of said south half 649.27 feet to a point on that certain course mentioned as having a bearing and distance of S 54° 29' 30" E 1,456.77 feet in the center line description of El Sobrante Road, 80 feet wide, as mentioned in Parcel 3 of deed recorded August 2, 1946, in Book 760, page 76, of Official Records in the office of the County Recorder of said County of Riverside, said point being distant thereon S 53° 49' 23" E 564.85 feet from the northwesterly terminus thereof; thence N 53° 49' 23" W, along said center line 564.85 feet to the beginning of a tangent curve concave southwesterly and having a radius of 1,500.00 feet; thence northwesterly, continuing on said center line, along said curve through a central angle of 30° 26' 25", an arc distance of 796.86 feet; thence N 84° 15' 49" W, along said center line 121.33 feet to a point on the west line of said south half; thence N 0° 48' 51" E along said west line 39.83 feet to the point of beginning.

DESCRIPTION APPROVED  
JAN 29 1988

*R. B. [Signature]*  
78

Reserving to Grantor all oil, gas, hydrocarbons, or other minerals; without, however, the right of surface entry for the development or extraction thereof within 500 feet, measured vertically, of the surface of the above-described property.

Containing 7.78 acres, more or less.

THE METROPOLITAN WATER DISTRICT  
OF SOUTHERN CALIFORNIA

Carl Boronkay  
General Manager

By *R. W. [Signature]*  
Assistant General Manager

*[Handwritten initials]*

WJB/emm-990

Authorized by MWD Administrative Code Section 8241.

(Balcerzak)

130078

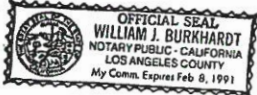
STATE OF CALIFORNIA )  
COUNTY OF LOS ANGELES ) SS.

On this 13<sup>th</sup> day of APRIL, in the year 1988,

before me, William J. Burkhardt, a Notary Public, personally appeared R. W. BALCERZAK, personally known to me to be the person who executed this instrument as Assistant General Manager of The Metropolitan Water District of Southern California, a public corporation, and acknowledged to me that The Metropolitan Water District of Southern California executed it.

WITNESS my hand and official seal.

(Seal)



Signature William J. Burkhardt  
Notary Public in and  
for said State

END RECORDED DOCUMENT



This must be in red to be a  
"CERTIFIED COPY"  
I hereby certify that the foregoing instrument is a true and correct copy of the original on file and is recorded in my office.  
County of Riverside, State of California  
Assessor - County Clerk - Recorder  
Dated: \_\_\_\_\_  
Certification must be in red to be a  
"CERTIFIED COPY"

75067

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# PARTNERSHIP AGREEMENT

RECEIVED FOR RECORD  
AT 11:00 A.M.  
AT THE OFFICE OF  
FIRST AMERICAN TITLE COMPANY  
OF RIVERSIDE

MAR 19 1987

Recorded in Official Records  
of Riverside County, California

*William E. Gandy*  
RECORDER  
Page 3

THIS PARTNERSHIP AGREEMENT is entered into this 15th day of June, 1986

between the following persons whose names and addresses are set forth below:

Golden Cosmos Investment Co., 21 Pear Tree Lane, Rolling Hills Estate, CA 90274  
Fred S. Hsieh, 123 W. Garvey Ave. Monterey Park, CA 91754  
Calvin Tan, 1848 Calle Medrid, Rolland Heights, CA 91748  
Hsi-Yen Pan, 5576 orange Ave., Cypress, CA 90630  
Tom Hwang, 143 N. Shasta Way, Upland, CA 91786

Kang-Shen Chen, 1230 Maple Tree Ct., La Habra, CA 90631  
Shu-Yuan Shie, 3900 San Miguel Dr., Fullerton, CA 92635

The above partners hereby agree that upon the commencement date of this partnership they shall be deemed to have become partners in business. The purposes, terms and conditions of this partnership are as follows:

1. **NAME**—The firm name of the partnership shall be

Friendly Group II

2. **PRINCIPAL PLACE OF BUSINESS**—The principal place of business of the partnership shall be

1230 Maple Tree Ct., La Habra, CA 90631

3. **PURPOSE**—The business of the partnership is set forth below and includes any other business related thereto.

Land investment and development

4. **TERM**—The partnership shall commence on June 15, 1986, and shall continue until June 15, 1988

(indefinite term or a term of years)

75067

## 5. CAPITAL CONTRIBUTION: DISTRIBUTION OF PROFITS AND LOSSES

Name of Partner	Capital Contribution		Percentage Distribution of Profit and Loss
	Specific Contribution	Agreed Upon Cash Valuation of Contribution	
Golden Cosmos Investment Co.	40,000		22.86
Fred S. Hsieh	25,000		14.29
Calvin Tan	10,000		5.71
Hsi-Yen Pan	12,500		7.14
Tom Hwang	12,500		7.14
Kang-Shen Chen	30,000		17.15
Shu-Yuan Shie	45,000		25.71

A division of profits and losses shall be made at such time as may be agreed upon by the partners and at the close of each fiscal year. The profits and losses of the partnership shall be divided between the partners according to the above Schedule of "Distribution of Profits and Losses."

6. **CONTROL**—The partners shall have the exclusive control over the business of the partnership and each partner shall have equal rights in the management and conduct of the partnership business. Any differences arising as to the ordinary matters connected with the partnership business shall be decided by a numerical majority of the partners. Any act beyond the scope of this partnership agreement or any contract which may subject this partnership to liability in excess of three thousand DOLLARS shall be subject to the prior written consent of all the partners.
7. **DISSOLUTION**—In the event of retirement, expulsion, bankruptcy, death or insanity of a general partner, the remaining partners have the right to continue the business of the partnership under the same name by themselves, or in conjunction with any other persons they select.
8. Friendly Group II invites Mr. Kang-Shen Chen of Western Land Company to be the promoter for this development and allow him ten percent (10%) of profit sharing.
9. After the completion of the development project, Friendly Group II allows the following persons to receive organization fee as stated below:

Michael Lee	\$8,769.00
Ying-Bung Mok	\$7,714.50
Richard Yeh	\$2,215.00

IN WITNESS WHEREOF, the parties hereto have signed this partnership agreement on the day and year first written above.

[Signature]  
PARTNER TOM HWANG

[Signature]  
PARTNER

[Signature]  
PARTNER HSI-YEN PAN

[Signature]  
PARTNER CALVIN TAN

[Signature]  
PARTNER PETER Y. SHAY

[Signature]  
PARTNER JULIANA TU  
attorney in fact

[Signature]  
PARTNER SHU-YUAN SHIE

[Signature]  
PARTNER KANG-SHEN CHEN

\_\_\_\_\_  
PARTNER

GENERAL ACKNOWLEDGMENT

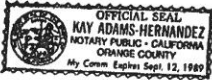
NO. 301

State of California  
County of Orange } SS.

On this the 25 day of February 1987, before me,

Kay Adams Hernandez  
the undersigned Notary Public, personally appeared  
Shu-Yuan Shie

personally known to me  
 proved to me on the basis of satisfactory evidence  
to be the person(s) whose name(s) is subscribed to the  
within instrument, and acknowledged that she executed it.  
WITNESS my hand and official seal.



Kay Adams Hernandez  
Notary's Signature

710 122

NATIONAL NOTARY ASSOCIATION • 23012 Ventura Blvd • P.O. Box 4825 • Woodland Hills, CA 91365-4825

On SEPT 25, 1986 before me, the undersigned, a Notary Public in and for said State,  
personally appeared K.S. Chen, (KING-SHEN CHEN)

based on satisfactory evidence, known to me  
to be the person whose name is subscribed to the within instrument and acknowledged  
that he executed the same.

WITNESS my hand and official seal.

Signature Teresita A. Calderone



Name (Typed or Printed)

(This area for official seal)

STATE OF CALIFORNIA

COUNTY OF LOS ANGELES } SS.

On SEPT 25, 1986 before me, the undersigned, a Notary Public in and for  
said State, personally appeared JULIANA Y. TU

known to me to be the person whose name is subscribed to the within instrument as the Attorney in Fact of  
FREDERIC S. HSIEH

and acknowledged that she subscribed the name of  
FREDERIC S. HSIEH

hereto as principal and her  
own name as Attorney in Fact.

WITNESS my hand and official seal.

Signature Teresita A. Calderone



Name (Typed or Printed)

(This area for official notarial seal)

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Form 300 (Attorney in Fact) First American Title Company

GENERAL ACKNOWLEDGMENT

NO. 201

State of California }  
County of Los Angeles } ss.

On this the 3rd day of October 1986, before me,  
George Ho

the undersigned Notary Public, personally appeared  
Calvin TAN, HAI-YEN PAN, Tom Huang



personally known to me  
 proved to me on the basis of satisfactory evidence  
to be the person(s) whose name(s) are subscribed to the  
within instrument, and acknowledged that they executed it.  
WITNESS my hand and official seal.

George Ho  
Notary's Signature

7100 122

NATIONAL NOTARY ASSOCIATION • 23012 Ventura Blvd. • P.O. Box 4825 • Woodland Hills, CA 91364

CORPORATE ACKNOWLEDGMENT

NO. 202

State of California }  
County of Los Angeles } ss.

On this the 3rd day of October 1986 before me,  
George Ho

the undersigned Notary Public, personally appeared  
Peter Shay / Golden Cosmos Investment Co



personally known to me  
 proved to me on the basis of satisfactory evidence  
to be the person(s) who executed the within instrument as  
President or on behalf of the corporation therein  
named, and acknowledged to me that the corporation executed it.  
WITNESS my hand and official seal.

George Ho  
Notary's Signature

7100 122

NATIONAL NOTARY ASSOCIATION • 23012 Ventura Blvd. • P.O. Box 4825 • Woodland Hills, CA 91364

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THE UNDERSIGNED, EACH FOR HIMSELF DECLARES:

I AM A PARTNER IN THE PARTNERSHIP IN THE FOREGOING PARTNERSHIP AGREEMENT.

I HAVE READ THE FOREGOING PARTNERSHIP AGREEMENT, KNOW THE CONTENTS THEREOF, AND THE SAME IS TRUE OF MY KNOWLEDGE.

EXECUTED ON March 12, 1987 AT MONTEREY PARK, CALIFORNIA.

I DECLARE UNDER PENALTY OF PERJUVR THAT THE FOREGOING IS TRUE AND CORRECT.

Fredrich Hsieh  
FRED S. HSIEN, PARTNER *his attorney-in-fact*

GOLDEN COSMOS INVESTMENT CO., PARTNER  
By:

Philip Shan  
President

Calvin Tan  
CALVIN TAN, PARTNER

Hsi-yen Pan  
HSI-YEN PAN, PARTNER

Tom Hwang  
TOM HWANG, PARTNER

Kang-shen Chen  
KANG-SHEN CHEN, PARTNER

Shu-yuan Shie  
SHU-YUAN SHIE, PARTNER

X

75067

STATE OF CALIFORNIA  
COUNTY OF Los Angeles | SS.

On March 12, 1987 before me, the undersigned, a Notary Public in and for said County and State, personally appeared PETER Y. SHAY, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person who executed the within instrument as the President, and personally known to me (or proved to me on the basis of satisfactory evidence) to be the person who executed the within instrument as the Secretary on behalf of Golden Cosmos Int. Co., the corporation that executed the within instrument as one of the partners of Friendly Group II, the partnership that executed the within instrument, and acknowledged to me that such corporation executed the same as such partner and that such partnership executed the same.

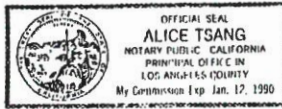
Signature [Signature]

WTC 088



**WTC WORLD TITLE COMPANY**

FOR NOTARY SEAL OR STAMP



75067

STATE OF CALIFORNIA  
COUNTY OF Los Angeles | SS.

On March 12, 1987 before me, the undersigned, a Notary Public in and for said County and State, personally appeared JULIANA TU, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person, whose name is subscribed to the within instrument, as the Attorney in fact of FREDERIC S. HSIEH and acknowledged to me that she subscribed the name of FREDERIC S. HSIEH thereto as principal, and her own name as Attorney in fact.

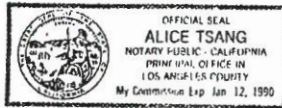
Signature [Signature]

WTC 061



**WTC WORLD TITLE COMPANY**

FOR NOTARY SEAL OR STAMP



75067

STATE OF CALIFORNIA  
COUNTY OF Los Angeles | SS.

On March 12, 1987 before me, the undersigned, a Notary Public in and for said County and State, personally appeared CALVIN TAN, HSI-YEN PAN, TOM HUANG, KANG-SHEN CHEN, SHU-YUAN SHIE, known to me (or proved to me on the basis of satisfactory evidences) to be are of the partners of the partnership that executed the within instrument, and acknowledged to me that such partnership executed the same.

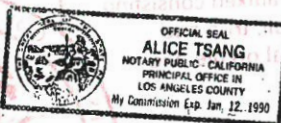
Signature [Signature]

WTC 088



**GATEWAY TITLE COMPANY**

FOR NOTARY SEAL OR STAMP



END RECORDED DOCUMENT

CLAIM FOR EXCESS PROCEEDS FROM THE SALE OF TAX-DEFAULTED PROPERTY

To: Matthew Jennings, Treasurer-Tax Collector

Re: Claim for Excess Proceeds

TC 218 ITEM 42 Parcel Identification Number: 285060038

Assessee: FRIENDLY GROUP II

Situs:

Date Sold: April 26, 2022

Date Deed to Purchaser Recorded: July 7, 2022

Final Date to Submit Claim: July 7, 2023

RECEIVED  
2023 JAN -9 AM 11:08  
RIVERSIDE COUNTY  
TREAS-TAX COLLECTOR

I/We, pursuant to Revenue and Taxation Code Section 4675, hereby claim excess proceeds in the amount of \$ 251,000.00 from the sale of the above mentioned real property. I/We were the  lienholder(s),  property owner(s) [check in one box] at the time of the sale of the property as is evidenced by Riverside County Recorder's Document No. 170078; recorded on 05-16-1988. A copy of this document is attached hereto. I/We are the rightful claimants by virtue of the attached assignment of interest. I/We have listed below and attached hereto each item of documentation supporting the claim submitted.

NOTE: YOUR CLAIM WILL NOT BE CONSIDERED UNLESS THE DOCUMENTATION IS ATTACHED.

THIS IS A CLAIM FOR EXCESS OF PROCEEDS ON BEHALF LAST OWNER OF RECORD: FRIENDLY GROUP II. YOU WILL FIND ATTACHED THE FOLLOWING: CERTIFICATE OF CALIFORNIA LIMITED PARTNERSHIP, BOARD OF DIRECTORS RESOLUTION AND MY E D LICENSE & GRANT DEED. - A.P.

If the property is held in Joint Tenancy, the tax sale process has severed this Joint Tenancy, and all Joint Tenants will have to sign the claim unless the claimant submits proof that he or she is entitled to the full amount of the claim, the claimant may only receive his or her respective portion of the claim.

I/We affirm under penalty of perjury that the foregoing is true and correct.

Executed this 6TH day of JANUARY, 2023 at ORANGE COUNTY, CALIFORNIA  
County, State

Abner Pinedo  
Signature of Claimant

ABNER PINEDO  
Print Name

7533 E ENDEMONT CT  
Street Address

ANAHEIM, CA 92808  
City, State, Zip

714-614-0321  
Phone Number

ABNERP2020@GMAIL.COM  
Email Address

\_\_\_\_\_  
Signature of Claimant

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Street Address

\_\_\_\_\_  
City, State, Zip

\_\_\_\_\_  
Phone Number

\_\_\_\_\_  
Email Address

**TO: OFFICE OF THE COUNTY TREASURER AND TAX COLLECTOR**

**ASSIGNMENT OF RIGHTS TO CLAIM EXCESS PROCEEDS FROM  
SALE OF TAX-DEFAULTED PROPERTY**

For valuable consideration, the undersigned Assignor(s) PETER SHAY on behalf of Friendly Group II, hereby assigns to Assignee(s) ABNER PINEDO, all rights, title and interest to collect 100 % of the excess proceeds which we are entitled to claim for the property which was sold at the Riverside County, California, public auction of tax- defaulted property, held on 26<sup>th</sup> day of April, 2022, and described as Parcel Number 285-060-038

As the Assignor(s), I understand the amount of the excess proceeds eligible for distribution is \$ 251,000.00 and as a party of interest, we are entitled to \$ 251,000

Dated this 6<sup>th</sup> day of January, 2023, X *Peter Shay*  
PETER SHAY by Friendly Group II

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

STATE OF California

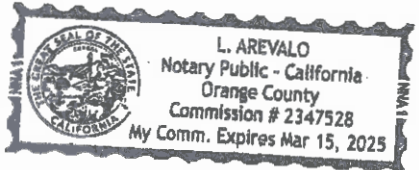
COUNTY OF Orange

On Aug 2, 2023 before me, L. Arevalo, Notary Public personally

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

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

WITNESS my hand and official seal  
*L. Arevalo*



Signature (Seal)

**DECLARATION**

I, Assignor(s) PETER SHAY on behalf of Friendly Group II, Declare the following to be true and correct with respect to my Assignment of Rights to claim excess proceeds to Assignee: ABNER PINEDO for Parcel Number 285-060-038 from the Public Auction of tax-defaulted property held on 26<sup>th</sup> day of April, 2022 in Riverside County, California.

We have been advised of our right to file a claim for excess proceeds on our behalf. The parties have disclosed all facts to each other that each is aware of regarding the value of the rights being assigned as required by California Revenue and Taxation Code, Section 4675.

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

Date January 6<sup>th</sup>, 2023 Signature X *Peter Shay*

Name: PETER SHAY Address: 1761 Clear Creek Dr - Fullerton, CA 92833 Phone: \_\_\_\_\_

STEWART TITLE CO.

130078 X

RECEIVED FOR RECORD  
AT 2:00 O'CLOCK P.M.

MAY 16 1988

Recorded in Official Records  
of Riverside County, California

*William S. Bondy*  
Recorder  
Fees \$ 9

SURVEYORS  
Monument Fund  
\$10.00

Recorded at the Request of  
THE METROPOLITAN WATER DISTRICT  
OF SOUTHERN CALIFORNIA

X When Recorded Mail to  
THE METROPOLITAN WATER DISTRICT  
OF SOUTHERN CALIFORNIA  
Post Office Box 54153  
Los Angeles, California 90054

DOCUMENTARY TRANSFER TAX \$ 148.50

X GRANT DEED

140-5-29 and 35  
(Portions) (Parcel D)

X THE METROPOLITAN WATER DISTRICT OF SOUTHERN  
CALIFORNIA, a public corporation, hereby grants to

X FRIENDLY GROUP II, a California partnership

the following described real property:

A parcel of land in the south half of the southeast  
quarter of the northwest quarter of Section 3, Township 4  
South, Range 5 West, San Bernardino Meridian in the County  
of Riverside, State of California, as shown by Sectionized  
Survey of the Rancho El Sobrante de San Jacinto, recorded in  
Book 1, page 8, of Maps in the office of the County Recorder  
of the County of San Bernardino, State of California, said  
parcel of land being more particularly described as follows:

Beginning at a point in the northwest corner of  
the land conveyed to The Metropolitan Water District of  
Southern California by deed recorded August 26, 1939, in  
Book 47, page 168, of Judgments in the office of the County  
Clerk and Clerk of the Superior Court, in and for the County  
of Riverside, State of California, said point also being the

DESCRIPTION APPROVED  
JAN 29 1988

*T.B. Bondy*

May 16, 1988

Photographed By TICOR

130078

140-5-29 & 35 (Portions) -2-  
(Parcel D)

northwest corner of said south half; thence S 89° 13' 31" E along the north line of said south half 1,320.60 feet to the northeast corner thereof; thence S 0° 4' 06" W, along the east line of said south half 649.27 feet to a point on that certain course mentioned as having a bearing and distance of S 54° 29' 30" E 1,456.77 feet in the center line description of El Sobrante Road, 80 feet wide, as mentioned in Parcel 3 of deed recorded August 2, 1946, in Book 760, page 76, of Official Records in the office of the County Recorder of said County of Riverside, said point being distant thereon S 53° 49' 23" E 564.85 feet from the northwesterly terminus thereof; thence N 53° 49' 23" W, along said center line 564.85 feet to the beginning of a tangent curve concave southwesterly and having a radius of 1,500.00 feet; thence northwesterly, continuing on said center line, along said curve through a central angle of 30° 26' 25", an arc distance of 796.86 feet; thence N 84° 15' 49" W, along said center line 121.33 feet to a point on the west line of said south half; thence N 0° 48' 51" E along said west line 39.83 feet to the point of beginning.

Reserving to Grantor all oil, gas, hydrocarbons, or other minerals; without, however, the right of surface entry for the development or extraction thereof within 500 feet, measured vertically, of the surface of the above-described property.

Containing 7.78 acres, more or less.

THE METROPOLITAN WATER DISTRICT  
OF SOUTHERN CALIFORNIA

Carl Boronkay  
General Manager

By *R. B. Boronkay*  
Assistant General Manager

WJB/emm-990

Authorized by MWD Administrative Code Section 8241.

Photographed By TICOR  
May 16, 1988

130078

DESCRIPTION APPROVED  
JAN 29 1988  
*R. B. Boronkay*

(Balcerzak)

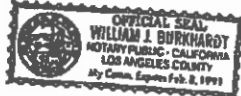
STATE OF CALIFORNIA )  
COUNTY OF LOS ANGELES ) SS.

On this 13<sup>th</sup> day of APRIL, in the year 1988.

before me, William J. Burkhardt, a Notary Public, personally appeared R. W. BALCERZAK, personally known to me to be the person who executed this instrument as Assistant General Manager of The Metropolitan Water District of Southern California, a public corporation, and acknowledged to me that The Metropolitan Water District of Southern California executed it.

WITNESS my hand and official seal.

(Seal)



Signature William J. Burkhardt  
Notary Public in and  
for said State

May 16, 1988

Photographed By TICOR

13 78

75067

75067

RECORDED FOR RECORD  
AS THE PUBLIC ACT  
OF THE STATE OF CALIFORNIA  
PARTNERSHIP AGREEMENT

MAR 19 1987

Recorded in Official Records  
of Stanislaus County, California  
W.M. P. [Signature]  
Page 1

### PARTNERSHIP AGREEMENT

THIS PARTNERSHIP AGREEMENT is entered into this 15th day of June, 1986

between the following persons whose names and addresses are set forth below:  
Golden Commerce Investment Co., 21 Pear Tree Lane, Rolling Hills Estate, CA 90274  
Fred S. Fleish, 123 W. Garvey Ave. Monterey Park, CA 91754  
Calvin Tan, 1848 Calle Madrid, Rolland Heights, CA 91748  
Hsi-Yen Pan, 5576 Orange Ave., Cypress, CA 90630  
Tom Hwang, 143 N. Shasta Way, Upland, CA 91786  
  
Kang-Shean Chen, 1230 Maple Tree Ct., La Habra, CA 90631  
Shu-Yuan Shie, 3900 San Niguel Dr., Fullerton, CA 92635

The above partners hereby agree that upon the commencement date of this partnership they shall be deemed to have become partners in business. The purpose, terms and conditions of this partnership are as follows:

1. NAME — The firm name of the partnership shall be  

Friendly Group II
  
- 2) PRINCIPAL PLACE OF BUSINESS — The principal place of business of the partnership shall be  

1230 Maple Tree Ct., La Habra, CA 90631
  
3. PURPOSE — The business of the partnership is set forth below and includes any other business related thereto.  

Land investment and development
  
4. TERM — The partnership shall commence on June 15, 1986, and shall continue until June 15, 1988  

(Indicate term or a term of years)

75067

5. CAPITAL CONTRIBUTION, DISTRIBUTION OF PROFITS AND LOSSES

Name of Partner	Capital Contribution		Percentage Distribution of Profit and Loss
	Specific Contribution	Agreed Upon Cash Valuation of Contribution	
Golden Common Investment Co.	40,000		22.86
Fred S. Fnieh	25,000		14.29
Calvin Tan	10,000		5.71
Hai-Yen Pan	12,500		7.14
Tom Huang	12,500		7.14
Keng-Shan Chen	30,000		17.14
Shu-Yuan Shie	45,000		25.71

A division of profits and losses shall be made at such time as may be agreed upon by the partners and at the close of each fiscal year. The profits and losses of the partnership shall be divided between the partners according to the above Schedule of "Distribution of Profits and Losses."

6. **CONTROL.**—The partners shall have the exclusive control over the business of the partnership and each partner shall have equal rights in the management and conduct of the partnership business. Any differences arising as to the ordinary matters connected with the partnership business shall be decided by a numerical majority of the partners. Any act beyond the scope of this partnership agreement or any contract which may subject this partnership to liability in excess of thirteen thousand DOLLARS shall be subject to the prior written consent of all the partners.

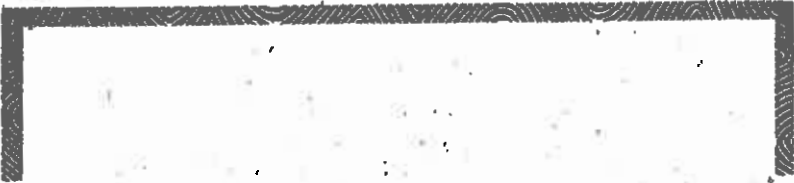
7. **DISSOLUTION.**—In the event of retirement, expulsion, bankruptcy, death or insanity of a general partner, the remaining partners have the right to continue the business of the partnership under the same name by themselves, or in conjunction with any other persons they select.

8. Friendly Group II invites Mr. Keng-Shan Chen of Western Land Company to be the promoter for this development and allow him ten percent (10%) of profit sharing.

9. After the completion of the development project, Friendly Group II allows the following persons to receive organization fee as stated below:

Michael Lee	\$8,769.00
Ying-Bung Mok	\$7,714.90
Richard Yeh	\$2,215.00

25007



IN WITNESS WHEREOF, the parties hereto have signed this partnership agreement on the day and year first written above.

[Signature]  
PARTNER TOM HUANG

PARTNER

[Signature]  
PARTNER HSI-YEN PAN

[Signature]  
PARTNER CALVIN TAN

[Signature]  
PARTNER PETER Y. SHAN

[Signature]  
PARTNER JULIANA T. WONG  
ATTORNEY IN FACT

[Signature]  
PARTNER SHU-YUAN SHIE

[Signature]  
PARTNER KANG-SHEN CHEN

PARTNER

GENERAL ACKNOWLEDGMENT

NO. 99

75067

State of California  
County of Orange SS.

On this the 23 day of February 1987, before me,

Ray Adams Hernandez  
the undersigned Notary Public, personally appeared

Shu-Yuan Chia

is personally known to me  
I proved to me on the basis of satisfactory evidence  
to be the person(s) whose name(s) is subscribed to the  
within instrument, and acknowledged that she executed it.  
WITNESS my hand and official seal.



Ray Adams Hernandez  
Notary's Signature

NATIONAL NOTARY ASSOCIATION • 32012 Yorkton Blvd • PO Box 4623 • Woodland Hills, CA 91365-0523

75067

On SEPT 23 1986 before me, the undersigned, a Notary Public in and for the said State,  
personally appeared R.S. Chan, (Kang-shan Chan)

based on satisfactory evidence, known to me  
to be the person whose name is subscribed to the within instrument and acknowledged  
that he executed the same.

WITNESS my hand and official seal.  
Signature Teresta A. Calderone



Name (Typed or Printed)

(This area for official seal)

75067

STATE OF CALIFORNIA  
COUNTY OF LOS ANGELES

On SEPT 15 1986 before me, the undersigned, a Notary Public, in and for  
said State, personally appeared JULIANA X. TU

known to me to be the person whose name is subscribed to the within instrument as the Attorney in Fact of  
FREDERIC C. HELETT

and acknowledged that she subscribed the name of  
TERESTIA A. CALDERONE

as principal and her  
name as Attorney in Fact.

WITNESS my hand and official seal.  
Signature Teresta A. Calderone



Name (Typed or Printed)

(This area for official notarial seal)

X

GENERAL ACKNOWLEDGMENT

NO. 891

State of California  
County of Los Angeles } ss.

On this the 3rd day of October 1986 before me,  
George No



the undersigned Notary Public, personally appeared  
Calvin TAN, HUI-YEN PAN, Tom Hwang

personally known to me  
 proved to me on the basis of satisfactory evidence  
to be the person(s) whose name(s) are subscribed to the  
within instrument, and acknowledged that they executed it.  
WITNESS my hand and official seal.

Notary's Signature George No

718 102

NATIONAL NOTARY ASSOCIATION • 2297 Webster St. • P.O. Box 6823 • Northridge, CA 91321

CORPORATE ACKNOWLEDGMENT

NO. 892

State of California  
County of Los Angeles } ss.

On this the 3rd day of October 1986 before me,  
George No



the undersigned Notary Public, personally appeared  
Peter Shay / Golden Cosmos Investment Co

personally known to me  
 proved to me on the basis of satisfactory evidence  
to be the person(s) who executed the within instrument as  
President or on behalf of the corporation therein  
named, and acknowledged to me that the corporation executed it.  
WITNESS my hand and official seal.

Notary's Signature George No

718 102

NATIONAL NOTARY ASSOCIATION • 2297 Webster St. • P.O. Box 6823 • Northridge, CA 91321

25067

THE UNDERSIGNED, EACH FOR HIMSELF DECLARES:

I AM A PARTNER IN THE PARTNERSHIP IN THE FOREGOING PARTNERSHIP AGREEMENT.

I HAVE READ THE FOREGOING PARTNERSHIP AGREEMENT, KNOW THE CONTENTS THEREOF, AND THE SAME IS TRUE OF MY KNOWLEDGE.

EXECUTED ON March 12, 1987 AT MONTEREY PARK, CALIFORNIA.

I DECLARE UNDER PENALTY OF PERJURY THAT THE FOREGOING IS TRUE AND CORRECT.

Fred S. Mohr  
FRED S. MOHR, PARTNER *his attorney-in-fact!*

GOLDEN COSMOS INVESTMENT CO., PARTNER  
By:

Philip Shang  
President

Calvin Fan  
CALVIN FAN, PARTNER

Hsi-Yen Fan  
HSI-YEN FAN, PARTNER

Tom Huang  
TOM HUANG, PARTNER

Hung Shen Chen  
HUNG SHEN CHEN, PARTNER

Shu-Yuan Shie  
SHU-YUAN SHIE, PARTNER

X

75067

STATE OF CALIFORNIA  
COUNTY OF Los Angeles ss.

On March 12, 1987 before me, the undersigned, a Notary Public in and for said County and State, personally appeared PETER Y. SHAY, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person who executed the within instrument as the \_\_\_\_\_ President, and \_\_\_\_\_ personally known-to-me (or proved to me on the basis of satisfactory evidence) to be the person who executed the within instrument as the \_\_\_\_\_ Secretary on behalf of Golden Empire Ind. Co., the corporation that executed the within instrument as one of the partners of Golden Empire Ind. Co. the partnership that executed the within instrument, and acknowledged to me (or such corporation) executed the same as such partner and Golden Empire Ind. Co. such partnership executed the same.

Signature [Signature]

WTC 008

  
**WTC WORLD TITLE COMPANY**

FOR NOTARY SEAL OR STAMP

 OFFICIAL SEAL  
**ALICE TSANG**  
NOTARY PUBLIC - CALIFORNIA  
PRINCIPAL OFFICE IN  
LOS ANGELES COUNTY  
My Commission Exp. Jan. 17, 1990

75067

STATE OF CALIFORNIA  
COUNTY OF Los Angeles ss.


On March 12, 1987 before me, the undersigned, a Notary Public in and for said County and State, personally appeared JULIANA TU, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument, as the Attorney-in fact of FREDERIC S. HSIEH and acknowledged to me that she subscribed the name of FREDERIC S. HSIEH thereto as principal, and her own name as Attorney-in fact.

Signature [Signature]

WTC 008

  
**WTC WORLD TITLE COMPANY**

FOR NOTARY SEAL OR STAMP

 OFFICIAL SEAL  
**ALICE TSANG**  
NOTARY PUBLIC - CALIFORNIA  
PRINCIPAL OFFICE IN  
LOS ANGELES COUNTY  
My Commission Exp. Jan. 17, 1990

75067

STATE OF CALIFORNIA  
COUNTY OF Los Angeles ss.

On March 12, 1987 before me, the undersigned, a Notary Public in and for said County and State, personally appeared GAOYAL DAI, HUI-YAN TAN, TOA HUI-YAN, KATH - SHEN CHEN, CHU-YUAN SHIE, known to me (or proved to me on the basis of satisfactory evidence) to be one of the partners of the partnership that executed the within instrument, and acknowledged to me that such partnership executed the same.

Signature [Signature]

WTC 008

 **GATEWAY TITLE COMPANY**

FOR NOTARY SEAL OR STAMP

 OFFICIAL SEAL  
**ALICE TSANG**  
NOTARY PUBLIC - CALIFORNIA  
PRINCIPAL OFFICE IN  
LOS ANGELES COUNTY  
My Commission Exp. Jan. 22, 1990

END RECORDED DOCUMENT

Friendly Group II LP  
A California Corporation  
1761 Clear Creek Dr  
Fullerton, CA 92833

## Board of Directors Resolution

In a meeting held on December 8th, 2022 at the above address, The Board of Directors has approved the following Resolution:

Abner Pinedo, is allowed to act on the behalf of this Organization to file a claim for Excess of Proceeds from Tax Sale from sale of one defaulted property in 2022 that took place in Riverside County – Tax Collector in the State of California.

The parcel of land previously owned by our corporation and auctioned by Riverside County on May 26<sup>th</sup>, 2022 and have an excess of proceeds has the APN # 285-060-038

I declare under penalty of perjury under the laws of the United States of America that the herein stated is true and correct to the best of my knowledge.

Executed on December 8<sup>th</sup>, 2022 in Fullerton, California



Peter Shay  
Peter Shay  
Director of Friendly Group II

## ACKNOWLEDGMENT

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

State of California  
County of ORANGE

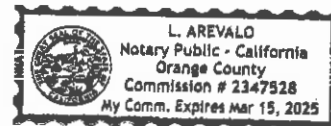
On DEC 23, 2022 before me, L. AREVALO NOTARY PUBLIC  
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.

Signature  (Seal)





STATE OF CALIFORNIA  
 Office of the Secretary of State  
**AMENDED CERTIFICATE OF LIMITED  
 PARTNERSHIP**  
**CA LIMITED PARTNERSHIP**  
 California Secretary of State  
 1500 11th Street  
 Sacramento, California 95814  
 (916) 653-3516

For Office Use Only  
**-FILED-**  
 [Redacted]  
 Date Filed: 1/17/2023

Limited Partnership Details	
Limited Partnership Name	Friendly Group II Limited Partnership
Entity No.	[Redacted]
New Agent for Service of Process	
California Registered Corporate Agent (1505)	REGISTERED AGENTS INC Registered Corporate 1505 Agent
Electronic Signature	
<input checked="" type="checkbox"/> By signing this document, I affirm under penalty of perjury that the stated facts are true.	
<u>Peter Shay</u>	<u>01/17/2023</u>
General Partner/Person appointed to wrap up the affairs of the LP Signature	Date

Friendly Group II Limited Partnership (202253105957)



Request Certificate

Initial Filing Date	10/31/2022
Status	Active
Standing - FTB	Good
Standing - Agent	Good
Formed In	CALIFORNIA
Entity Type	Limited Partnership - CA
Principal Address	1761 CLEAR CREEK DRIVE FULLERTON, CA 92833
Mailing Address	1761 CLEAR CREEK DRIVE FULLERTON, CA 92833
Agent	1505 Corporation REGISTERED AGENTS INC



View History



Request Access



1:52 PM  
08/30/2024



**EXECUTIVE SUMMARY**  
**Board of Supervisors Hearing**  
**Excess Proceeds Claim – Parcel 365-051-017**

**CASE OVERVIEW**

**Property:** Tax Sale Parcel 365-051-017, TC 219, Item 78

**Tax Sale Date:** May 2, 2023

**Amount at Stake:** Approximately \$140,000

**Decedent:** David Shane (died 2012)

**Heirs:** Patricia Vignovic and Rita Gondos (daughters)

**COMPETING CLAIMANTS**

**Heirfinders Research Associates (HRA):** Claims through valid assignments from both heirs  
**Wendy Ashby:** Pennsylvania estate administrator filing on behalf of estate

**RECOMMENDED ACTION**

Approve HRA claim and deny Ashby claim based on four dispositive facts:

**1. THE HEIRS CHOSE HRA**

- Both heirs voluntarily assigned their entire interest to HRA after full disclosure
- Assignments made in strict compliance with Revenue & Taxation Code section 4675(b)
- Patricia assigned May 17, 2024; Rita assigned June 13, 2024
- California law explicitly authorizes such assignments

**2. HRA FILED THE ONLY COMPLETE, TIMELY CLAIM**

- HRA filed June 20, 2024 (on the one-year deadline)
- Complete package including required Probate Code section 13101 affidavits
- Ashby filed claim September 5, 2023, but WITHOUT required section 13101 affidavits
- Ashby did not file section 13101 affidavits until August 2025 (14 months late)
- Section 13101 affidavit is statutory requirement, not optional paperwork

**3. ASHBY ABANDONED THIS ESTATE**

- Appointed Pennsylvania administrator in 2012
- Petitioned Pennsylvania court in 2016 to resign, calling property “unknown value”
- Seven years of silence (2016-2023) – no contact with heirs, no action on property
- Only filed claim after tax sale generated \$140,000

**4. ASHBY CLAIM VIOLATES CALIFORNIA STATUTES**

- Probate Code section 13101(a)(9) requires affidavit stating “no other person has superior right”
- When Ashby signed affidavits (August 2025), HRA already had superior rights
- Probate Code section 13051(d): Administrator may act “on behalf of beneficiaries”

12/16/25  
Item  
21.7

- Beneficiaries assigned entire interest to HRA in 2024 – nothing left to act “on behalf of”
- Cannot act on behalf of beneficiaries who no longer hold the rights being claimed

## LEGAL AUTHORITY

**Revenue & Taxation Code section 4675:** Establishes one-year deadline, authorizes assignments, requires disclosure

**Probate Code sections 13100-13106:** Small estate affidavit procedure (used by both parties)

**Probate Code sections 13051(d) & 13101:** Requirements for sister state administrators

***First Corporation v. County of Santa Clara:*** “Excess proceeds shall be distributed only to parties of interest who have claimed them” – assignee is proper claimant

***Cockerell v. Title Insurance:*** Valid assignments transfer enforceable rights

## COUNTY TAX COLLECTOR RECOMMENDATION

Staff recommended denying HRA claim based on Ashby earlier filing date and Pennsylvania administrator status. However, this recommendation conflicts with:

- California one-year deadline requirement for COMPLETE claims
- The heirs statutory right to assign their interests under section 4675(b)
- Probate Code section 13101(a)(9) requires affidavit stating “no other person has superior right”
- Probate Code section 13051(d) limitation that administrator acts “on behalf of” beneficiaries
- Well-established property law on valid assignments

## BROADER IMPLICATIONS

Approving Ashby incomplete, late-filed claim would:

- Reward non-compliance with statutory deadlines
- Override valid beneficiary assignments expressly authorized by statute
- Force heirs into probate despite exercising statutory right to avoid it
- Create uncertainty for all future property assignments in California
- Undermine the Legislature intent in creating streamlined section 13100 procedure

## BOTTOM LINE

The heirs exercised their legal right to assign their interests to HRA. HRA filed a complete, timely claim. Ashby claim was incomplete for 14 months and contradicts the beneficiaries’ express wishes. California law protects valid assignments and requires compliance with procedural requirements.

**Under California law, HRA has the superior legal right.**

## REQUESTED RELIEF

1. Approve HRA claim as rightful claimant through valid assignment from both heirs
2. Deny Ashby claim as untimely, incomplete, and inferior to HRA rights
3. Distribute excess proceeds to HRA per heirs express wishes and California law

Points and Authorities  
Prepared by Henry H. Dearing, Esq.

**Excess Proceeds Claim - Parcel Identification Number 365-051-017 TC 219**  
**Item 78, Date of Sale: May 2, 2023**  
**Claimant: Heirfinders Research Associates, LLC, as Assignee**

Michael Haney, Vice President of Heirfinders Research Associates, LLC (“HRA”) makes his appearance to defend HRA’s claim for excess proceeds from the above-referenced tax sale. HRA respectfully requests that Riverside County approve HRA’s claim and deny the competing claim filed by Wendy J. Ashby, Administrator of the intestate estate of David Shane (respectively “Ashby” and “Decedent”).

**EXECUTIVE SUMMARY**

HRA acquired ownership of the excess proceeds through valid statutory assignments executed in full compliance with California Revenue and Taxation Code section 4675(b). HRA filed a complete claim package – including all required affidavits – before the one-year deadline. Ashby filed an incomplete claim and did not submit the required Probate Code section 13101 affidavit until August 2025, fourteen months after the deadline expired.

The intestate heirs assigned their interests to HRA before Ashby completed her claim. Once the heirs validly assigned their interests, Ashby had nothing left to collect. Ashby’s affidavit – declaring that “no other person has a superior right” – is not true. HRA had already filed a complete, timely claim.

HRA’s claim prevails for four independent reasons:

**First:** HRA owns the claims through valid statutory assignments executed before Ashby perfected her claim. Once the heirs assigned their interests, Ashby had nothing left to collect.

**Second:** HRA filed the only complete, timely claim. Ashby’s claim lacked the required Probate Code section 13101 affidavits.

**Third:** California’s “best interest” standard supports distribution to HRA, not Ashby. The heirs – the interested persons – chose to assign their interests to HRA, thereby avoiding the expense and delay of probate. Distributing to Ashby would contradict the heirs’ expressed wishes and legal choices.

**Fourth:** Probate Code section 13106 protects the County by allowing it to rely on HRA’s properly executed affidavit and be fully discharged from liability.

## **I. FACTUAL BACKGROUND**

Decedent passed away as a resident of Pennsylvania. His California real property was subsequently sold at a tax sale on May 2, 2023, generating excess proceeds. The tax deed was recorded on June 20, 2023, establishing a one-year deadline (June 20, 2024) for filing claims.

Decedent's intestate heirs are his two daughters, Patricia Vignovic and Rita Gondos (collectively, the "Heirs"). The Heirs validly assigned their entire interest in the excess proceeds to HRA pursuant to dated, written instruments that explicitly stated the assignment of their right to claim excess proceeds after full disclosure of all material facts relating to the value of the right being assigned, in full compliance with California Revenue and Taxation Code section 4675(b).

HRA filed a complete claim package before the one-year deadline, including:

- A completed claim form
- The assignments from both Heirs
- Each Heir's Affidavit under Probate Code section 13101 stating, inter alia, that "no other person has a superior right to the interest of the decedent in the described property"
- All supporting documentation required by Riverside County

Ashby, serving as Administrator of Decedent's intestate estate in Pennsylvania, also filed a claim before the one-year deadline. However, Ashby's initial filing was incomplete – it lacked the Affidavit required under Probate Code section 13101. Ashby did not file this critical affidavit until August 2025, fourteen months after the statutory deadline had expired.

## **II. LEGAL ARGUMENT**

### **A. HRA Owns the Excess Proceeds Claims Through Valid Assignment**

California Revenue and Taxation Code section 4675(b) explicitly authorizes the assignment of excess proceeds claims, provided that:

1. The assignment is made by "a dated, written instrument that explicitly states that the right to claim the excess proceeds is being assigned"; and
2. "Each party to the proposed assignment has disclosed to each other party to the proposed assignment all facts of which that party is aware relating to the value of the right that is being assigned."

Heirs Patricia Vignovic and Rita Gondos' assignments to HRA satisfy these statutory requirements. The voluntary assignments were executed via dated, written instruments that explicitly identified the excess proceeds rights being conveyed, and full disclosure of all material facts regarding value was made to both Heirs prior to assignment.

By virtue of these valid assignments, HRA filed **as the owner** of the claims. The Heirs transferred their entire beneficial interest to HRA, and HRA stepped into their shoes as the rightful claimant.

Under California law, an assignee who acquires rights through a valid assignment may enforce those rights in its own name. See *Cockerell v. Title Insurance & Trust Co.*, 42 Cal. 2d 284, 291 (1954) (holding that upon valid assignment of a note, “no further assignment of the deed of trust was necessary” and the assignee could enforce the security interest). California law expressly authorizes assignees to prosecute claims in their own name (Cal. Code Civ. Proc. § 368.5). HRA, as the owner of the claims through valid assignments, has standing to file and enforce the excess proceeds claims directly.

### **B. HRA Filed the Only Complete and Timely Claim**

California Revenue and Taxation Code section 4675(a) provides that parties of interest may file claims “at any time prior to the expiration of one year following the recordation of the tax collector’s deed” and that claims “**shall be**” postmarked on or before the one-year expiration date to be considered timely.

While Ashby filed some documents before the deadline, her claim was incomplete. Section 4675(f) expressly contemplates that when “a person with title of record is deceased at the time of the distribution of the excess proceeds, the heirs may submit an affidavit pursuant to Chapter 3 (commencing with Section 13100) of Part 1 of Division 8 of the Probate Code, to support their claim for excess proceeds.”

The affidavit procedure under Probate Code sections 13100-13101 is the statutory mechanism by which heirs of a deceased property owner establish their entitlement to excess proceeds. The affidavit is not merely supplemental documentation – it is the foundational proof establishing that the claimant has the right to collect the decedent’s property. Without it, a claimant has failed to establish the basic requirements for claiming excess proceeds.

By filing this affidavit more than a year after the statutory deadline, Ashby failed to perfect her claim within the time permitted by law.

Under a plain reading of section 4675(a), “a claim” must be filed within one year. A fundamentally incomplete filing – one lacking the core evidentiary foundation required by the statute – does not constitute “a claim” for purposes of the deadline. HRA’s claim was both timely and complete. Ashby’s was not.

### **C. Probate Code Section 13106 Protects the County**

California law protects the County's reliance on HRA's timely-filed affidavit. Probate Code section 13106(a) provides that when the requirements of sections 13100-13104 are satisfied, "receipt by the holder of the decedent's property of the affidavit or declaration constitutes sufficient acquittance for the payment of money, delivery of property, or changing registered ownership of property pursuant to this chapter and discharges the holder from any further liability with respect to the money or property." The statute further provides that "[t]he holder may rely in good faith on the statements in the affidavit or declaration and has no duty to inquire into the truth of any statement in the affidavit or declaration."

This provision serves two critical functions:

**First:** It authorizes the County to rely on HRA's complete, timely affidavit. HRA submitted a properly executed affidavit under Probate Code section 13101 declaring, under penalty of perjury, that "no other person has a superior right" to the excess proceeds. The County is entitled to rely on this statement in good faith and has no duty to second-guess it or investigate whether other potential claimants might exist.

**Second:** It discharges the County from liability upon distribution to HRA. Once the County received HRA's complete affidavit satisfying the statutory requirements, distribution to HRA "constitutes sufficient acquittance" and "discharges the holder from any further liability." After such distribution, this discharge is absolute.

The Legislature's intent in enacting section 13106 is clear: It allows beneficiaries to avoid the expense and delay of probate administration.

Here, HRA submitted the first – and only – complete, timely affidavit. Ashby's affidavit came more than a year after the statutory deadline. The County should rely on HRA's affidavit, distribute the excess proceeds to HRA accordingly, and be discharged from any further liability.

### **D. Ashby's Claim is Inferior**

By the time Ashby filed her affidavit in August 2025 – fourteen months after the deadline – HRA had already acquired direct ownership of the excess proceeds, filed a complete, timely claim based on valid and wholly voluntary assignments from the Heirs, and filed the Heirs' declarations under penalty of perjury in their own timely-filed affidavits that no other person had a superior right., therefor, Ashby's claim is inferior. **HRA had – and has – the superior right to the excess proceeds.**

### **E. Ashby Should Not Act for Heirs Who Have Voluntarily Assigned Their Interest**

Ashby's claim fails for a further fundamental reason: **the Heirs voluntarily assigned their entire interest to HRA**. Once the Heirs divested themselves of any interest in the excess proceeds through valid statutory assignments, Ashby had nothing left to collect for them, and the Heirs were satisfied.

The temporal sequence is critical. Under California law, when beneficiaries validly assign their interests in estate property, those assignments take effect immediately and bind all parties, including appointed personal representatives. The Heirs assigned their interests to HRA before Ashby completed her claim by filing the required Probate Code section 13101 affidavit. Once the Heirs assigned their interests, Ashby had nothing left to collect for parties who had divested themselves of any interest in the excess proceeds.

This principle protects the certainty of property transfers. If an estate's personal representative could override valid assignments made by beneficiaries simply by later filing estate claims, no assignee could rely on any assignment with confidence. Such a rule would undermine the assignability of estate interests that California law expressly permits.

### **F. California's Small-Estate Statutes Support HRA's Position**

California's small-estate affidavit procedure reflects a legislative judgment that, for estates below specified thresholds, efficiency and accessibility override the formalities of estate administration. This policy strongly supports HRA's claim.

**First:** The Legislature created the small estate affidavit procedure specifically to allow successors to collect property directly, without the expense and delay of formal probate proceedings. Probate Code section 13100(a) allows "any person" (not just formal personal representatives) to collect property using this streamlined procedure. The statute's broad language demonstrates legislative intent to facilitate direct collection by those with beneficial interests.

**Second:** The Legislature explicitly authorized assignments of excess proceeds claims in Revenue and Taxation Code section 4675(b), subject to disclosure requirements designed to protect parties of interest. When heirs make informed, voluntary assignments in compliance with these statutory protections, distribution to the assignee serves the same efficiency goals as direct distribution to heirs.

**Third:** Subordinating HRA's complete, timely claim to Ashby's incomplete, late-filed claim would undermine the statute's core purposes. This would introduce uncertainty about when claims are truly "complete," reward non-compliance with filing deadlines, and force heirs into estate administration processes despite their having exercised their statutory right to collect property directly.

The Heirs made valid voluntary assignments allowing direct collection, filed complete and timely documentation through their assignee, and complied with all statutory requirements – exactly as the Legislature intended.

### **III. ADDITIONAL CONSIDERATIONS**

#### **A. The Legislature’s Protective Requirements for Assignments Are Satisfied**

The California Legislature has imposed specific protections for parties of interest who assign their excess proceeds claims. Revenue and Taxation Code section 4675(c) requires that any person or entity “who in any way acts on behalf of, or in place of, any party of interest with respect to filing a claim for any excess proceeds shall submit proof with the claim that the amount and source of excess proceeds have been disclosed to the party of interest and that the party of interest has been advised of their right to file a claim for the excess proceeds on their own behalf directly with the county at no cost.”

HRA has complied with all such requirements. The Heirs were fully informed of:

- The amount and source of the excess proceeds
- Their right to file claims directly with Riverside County at no cost
- All material facts relating to the value of the rights being assigned

The assignments were voluntarily executed after full disclosure, and both Heirs received fair consideration for their claims.

#### **B. Ashby’s Pennsylvania Appointment Is Limited by California Law**

While Ashby was appointed as Administrator in Pennsylvania, her authority is subject to California law when seeking to collect California property. Probate Code section 12570 permits sister state personal representatives to use California’s small estate affidavit procedure, but it does not grant them any superior substantive rights over direct claims by beneficiaries or their assignees.

Pennsylvania’s appointment of Ashby does not:

- Extend the California statutory deadline for filing excess proceeds claims
- Override valid assignments made by the beneficiaries under California law
- Create a superior priority over complete, timely claims filed by assignees
- Excuse non-compliance with California’s procedural requirements

California law governs the procedures and requirements for collecting California property.

#### **C. It is in the Heirs “Best Interest” to Support Distribution to HRA**

Moreover, Probate Code section 12540’s “best interest” standard supports distribution to HRA rather than Ashby.

At base, the “interested persons” are the Heirs – Decedent’s two daughters who hold the beneficial interest in the excess proceeds as intestate heirs. They validly and voluntarily assigned their entire interest to HRA under California law after full disclosure and in compliance with all statutory requirements.

Distributing the excess proceeds to Ashby would directly contradict the expressed wishes and legal choices of the very persons whose interests the statute is designed to protect. It would force the Heirs’ property into the hands of a representative they did not choose to collect this particular California asset, despite having lawfully exercised their right under California law to assign it to HRA. Such a distribution cannot be said to be “in the best interest” of interested persons who have already determined their own best interest through valid assignment.

#### IV. CONCLUSION AND REQUESTS

HRA’s claim is superior as a matter of law and fact. HRA owns the excess proceeds claims through valid assignments executed in full compliance with California Revenue and Taxation Code section 4675(b). HRA filed a complete claim package – including all required affidavits – before the statutory deadline. Ashby did not file her required Probate Code section 13101 affidavit until August 2025, fourteen months after the deadline expired.

Four independent grounds support HRA’s claim: (1) HRA owns the claims through valid assignments; (2) HRA filed the only complete, timely claim; (3) California’s “best interest” standard favors the heirs’ chosen assignee over a foreign administrator; and (4) Probate Code section 13106 protects the County from liability.

For all these reasons, Riverside County should approve HRA’s claim and deny Ashby’s claim.

HRA respectfully requests that Riverside County:

1. **Approve HRA’s claim** as the rightful claimant to the excess proceeds from the tax sale of Parcel Identification Number 365-051-017;
2. **Deny Ashby’s claim** as untimely, incomplete, and contrary to the Heirs’ stated directions;
3. **Distribute the excess proceeds to HRA** as the assignee and owner of both Heirs’ claims, in accordance with California Revenue and Taxation Code section 4675.

We appreciate your careful consideration of this matter and stand ready to provide any additional information or documentation the County may require.

Addendum to Points and Authorities

**Excess Proceeds Claim - Parcel Identification Number 365-051-017 TC 219**

**Item 78, Date of Sale: May 2, 2023**

**Claimant: Heirfinders Research Associates, LLC, as Assignee**

**PURPOSE OF THIS ADDENDUM**

This Addendum supplements the Points and Authorities and addresses an additional, independent ground for denying Ashby's claim: Ashby's Probate Code section 13101 affidavit claims statutory authority that did not exist when she filed.

**ASHBY'S CLAIM UNDER SECTION 13051(d) IS LEGALLY VOID**

Beyond the timing defects and procedural violations addressed in the main Points and Authorities, Ashby's claim suffers from a fundamental legal defect: when Ashby filed her Probate Code section 13101 affidavit in August 2025, she claimed a statutory authority under section 13051(d) that she no longer had.

**First: The Statutory Framework**

California Probate Code section 13051(d) provides:

"A sister state personal representative may act on behalf of the beneficiaries as provided in Chapter 3 (commencing with Section 12570) of Part 13 of Division 7."

This provision authorizes sister state personal representatives to use California's small estate affidavit procedure. However, the authorization is specifically limited: the personal representative may act "on behalf of the beneficiaries." The statute's language is clear and unambiguous.

**Second: The Fatal Defect in Ashby's Claim**

When Ashby filed her section 13101 affidavit in August 2025, she claimed authority under section 13051(d) to act "on behalf of the beneficiaries." However, the beneficiaries – Patricia Vignovic and Rita Gondos – had already assigned their entire interest to HRA more than a year earlier:

- Patricia Vignovic assigned her interest to HRA on May 17, 2024
- Rita Gondos assigned her interest to HRA on June 13, 2024
- HRA submitted complete section 13101 affidavits on behalf of both heirs on June 20, 2024

By August 2025 – fourteen months after these assignments were executed – the beneficiaries had no remaining interest in the excess proceeds for Ashby to assert "on their behalf of." Ashby's claimed statutory authority under section 13051(d) simply did not exist when she filed her affidavit.

**Third: The Plain Meaning of "On Behalf Of"**

This is straightforward statutory interpretation requiring application of the plain meaning of the statutory text. The phrase "on behalf of" means as representative for, in the interest of, for the benefit of. Under fundamental principles of agency law, one cannot represent someone who has no interest to protect or assert.

Section 13051(d) does not authorize a personal representative to act "instead of" beneficiaries or to "override" beneficiaries' choices. It authorizes acting "on behalf of" them – that is, as their representative, for their benefit, in their stead. This necessarily presupposes that the beneficiaries have an interest that can be represented.

Once the Heirs validly assigned their interests to HRA through statutory assignments executed in full compliance with California Revenue and Taxation Code section 4675(b), they divested themselves of any interest in the excess proceeds. At that point, there was nothing left for Ashby to act “on behalf of” regarding this specific California asset.

#### **Fourth: Supporting Authority**

This interpretation is supported by well-established California property law principles:

**Valid assignments transfer enforceable rights immediately.** In *Cockerell v. Title Insurance & Trust Co.*, 42 Cal. 2d 284, 291 (1954), the California Supreme Court held that upon valid assignment of a note, “no further assignment of the deed of trust was necessary” and the assignee could enforce the security interest. Valid assignments transfer the assignor’s rights to the assignee immediately upon execution.

**Once assigned, the assignor has no remaining interest.** California law has long recognized that a valid assignment transfers the assignor’s entire interest in the assigned property. The assignor retains no rights that can be subsequently asserted or represented by third parties.

**Representatives cannot act for those with no interest.** The fundamental principle of agency law is that an agent acts on behalf of a principal who has interests that can be protected and asserted. When the principal has divested all interest in a particular asset, the agent’s authority to act regarding that asset necessarily ceases.

These are not novel legal principles requiring extensive judicial interpretation. They are fundamental property and agency law concepts that have been established for decades.

#### **Fifth: The Temporal Sequence Establishes the Defect**

The chronology demonstrates why Ashby’s claim under section 13051(d) fails. When Ashby claimed authority to act “on behalf of the beneficiaries” in August 2025, those beneficiaries had already divested their interests fifteen months earlier (in the case of Patricia) and fourteen months earlier (in the case of Rita). Ashby’s claimed authority was legally void when asserted.

#### **Sixth: This Is Not About Administrator vs. Beneficiary Priority**

This argument does not concern competing priorities between administrators and beneficiaries. Rather, it concerns the threshold question of whether Ashby had any statutory authority at all when she filed her affidavit in August 2025.

Probate Code section 12570 permits sister state administrators to use California’s section 13101 procedure. However, section 12570 does not create or expand the substantive authority granted by section 13051(d). That authority – to act “on behalf of the beneficiaries” – necessarily requires that the beneficiaries have an interest that can be represented.

Ashby’s Pennsylvania appointment predates the Heirs’ assignments to HRA. But her statutory authority under section 13051(d) to act regarding this specific California property depends on whether the beneficiaries had an interest she could act “on behalf of” when she filed her affidavit. They did not.

#### **Seventh: The Alternative Would Undermine Assignment Rights**

If a personal representative could claim authority under section 13051(d) to override beneficiaries’ valid assignments simply by filing late estate claims, no assignee could rely on assignments with confidence. Such an interpretation would:

- Contradict the Legislature’s explicit authorization of assignments in Revenue and Taxation Code section 4675(b)
- Undermine the certainty of property transfers that California law requires
- Render meaningless the statutory protections and disclosure requirements in section 4675(b) and (c)
- Permit personal representatives to nullify beneficiaries’ lawful exercise of their property rights

The Legislature authorized assignments precisely to allow beneficiaries to make their own choices about how to claim their inheritance. Interpreting section 13051(d) to permit administrators to override those choices would contradict clear legislative intent.

**Eighth: This Provides an Independent Ground for Denying Ashby’s Claim**

The Points and Authorities previously submitted establish multiple independent grounds for approving HRA’s claim and denying Ashby’s claim. This addendum provides an additional, independently sufficient ground:

**Ashby’s section 13101 affidavit claims statutory authority under section 13051(d) that did not exist when she filed because the beneficiaries had already assigned their interests.**

This defect is fundamental and cannot be cured. It is not a matter of procedural irregularity or timing – it is a complete absence of statutory authority. When Ashby signed her affidavit under penalty of perjury claiming authority to act “on behalf of the beneficiaries,” those beneficiaries no longer had any interest in the property she purported to claim on their behalf.

**CONCLUSION**

For the reasons set forth in the Points and Authorities and in this Addendum, Riverside County should approve HRA’s claim and deny Ashby’s claim. HRA requests that the County:

1. Approve HRA’s claim as the rightful claimant to the excess proceeds;
2. Deny Ashby’s claim as untimely, incomplete, and lacking statutory authority; and
3. Distribute the excess proceeds to HRA in accordance with the Heirs’ valid assignments and California law.

IN THE COURT OF COMMON PLEAS OF ALLEGHENY COUNTY  
ORPHANS' COURT DIVISION

IN RE: ESTATE OF DAVID SHANE,  
DECEASED

: NO. 021205779

*Petition to Resign as Administratrix*

FILED ON BEHALF OF:

Wendy J. Ashby, Esquire  
Administratrix of the Estate of  
David Shane, Deceased  
ASHBY LAW OFFICES, LLC  
246 West Broad St., Suite 3  
Quakertown, PA 18951  
(215) 536-7606  
Fax: 215-536-7679  
I.D. 66240

FILED

15 AUG 17 AM 10:30

DEPT OF COURT RECORDS  
WILLS ORPHANS' COURT  
DIVISION  
ALLEGHENY COUNTY PA

2016 JAN 21 AM 9:56  
ORPHANS COURT  
DIVISION OF THE COURT  
OF COMMON PLEAS  
ALLEGHENY CO. PA

IN THE COURT OF COMMON PLEAS OF ALLEGHENY COUNTY  
ORPHANS' COURT DIVISION

IN RE: ESTATE OF DAVID SHANE, : NO. 021205779  
DECEASED

PETITION FOR LEAVE TO RESIGN AS ADMINISTRATRIX

The Petition of Wendy J. Ashby, Esquire, Administratrix of the Estate of David Shane, respectfully represents:

1. Petitioner, Wendy J. Ashby, Esquire, was nominated by the Department of Public Welfare (hereinafter referred to as the "Department") s/n/a the Department of Human Services to administer the unadministered Estate of David Shane in furtherance of their reimbursement claim in the amount of \$65,250.39 for medical assistance payments made on behalf of David Shane prior to his death on July 2, 2007. Petitioner was appointed as Administratrix of the above decedent by the Register of Wills of Allegheny County on September 20, 2012.

2. The Decedent left no will. Pursuant to the laws of intestacy, Patricia S. Vignovic and Rita Jean Gondos, decedent's daughters are the sole beneficiaries.


3. The only known asset of the estate is the residence of decedent located at 32357 Wildomar Road, Romoland, CA, 92585 and of unknown value and condition. A squatter is residing there and has been for several years.

4. As decedent's sole asset is located in California and the estate is not liquid, the administratrix is unable to administer this estate due to the financial burden of filing and administrating the estate in California.

5. The Administratrix has advised the Department of their need to retain counsel in California and as such the Department will not be financially prejudiced by Petitioner's request.

WHEREFORE, Petitioner respectfully requests that her resignation as Administratrix be accepted, as the administration in this Estate would be unduly financially and geographically burdensome.

Respectfully submitted,



Wendy J. Ashby, Esquire  
Administratrix of the Estate of  
David Shane, Deceased  
ASHBY LAW OFFICES, LLC  
246 West Broad St., Suite 3  
Quakertown, PA 18951  
(215) 536-7606  
I.D. 66240

Wendy J. Ashby, Esquire  
ASHBY LAW OFFICES, LLC  
246 W. Broad Street, Suite 3  
Quakertown, PA 18951  
(215) 536-7606  
Attorney ID: 66240

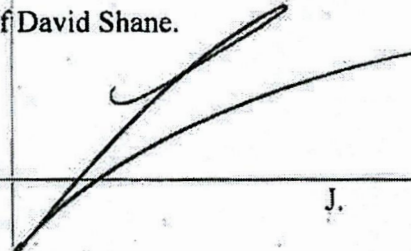
**IN THE COURT OF COMMON PLEAS OF ALLEGHENY COUNTY  
ORPHANS' COURT DIVISION**

IN RE: ESTATE OF DAVID SHANE, : NO. 021205779  
DECEASED :

**ORDER**

AND NOW, this            day of           , 2015, upon consideration of the  
within Petition for Leave to Resign as Administratrix in the Estate of David Shane, it is  
hereby ORDERED and DECREED that Wendy J. Ashby, Esquire, is hereby granted  
leave of Court to resign as administratrix in the Estate of David Shane.

*Doney who  
pre-judice*

  
\_\_\_\_\_  
J.

STATE OF PENNSYLVANIA, )  
 ) ss:  
 ALLEGHENY COUNTY )

I, Michael McGeever, Director of Department of Court Records, Wills/Orphans Court Division of the Court of Common Pleas, Allegheny County, State of Pennsylvania, do hereby certify the foregoing to be a true and correct copy of

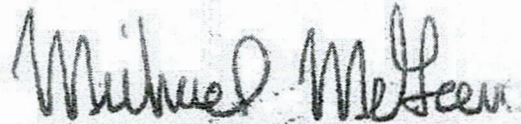
ORDER OF COURT

In the Estate of

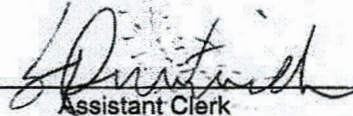
**DAVID SHANE**

NO.5779 of 2012 as the same remains on file and is of record in this office.

WITNESS my hand and seal of said office, this 1ST Day of DECEMBER, 2025 .



Director of Department of Court Records  
Wills/Orphans' Court Division  
of Allegheny County, Pennsylvania

  
Assistant Clerk

You can use your browser **BACK** button to return to previous page.

**Case ID:** 021205779

**Case Header:** DAVID SHANE

[\[Associate Parties\]](#) [\[Docket Report\]](#)  
[\[Accounting\]](#)

**Filing Date:** 09/20/2012

**Case Type:**

LETTERS OF  
ADMINISTRATION

**Filing Time:** 09:22:37

**Court Type:**

PROBATE

**Judge:** N/A

**Current Status:**

N/A

#### Decedent Party

Party ID	LName	FName	MI	Type	Address	Date of Death	SSN
@167495	SHANE	DAVID		DECEDENT	BETHEL PARK PA 15102	07/02/2007	196-20-7844

#### Main Party

Party ID	LName	FName	MI	Type	Address	Phone	Attorney	Notification By
66240	ASHBY	WENDY	JAN	ADMINISTRATRIX	ASHBY LAW OFFICES, LLC 246 W BROAD ST #3 QUAKERTOWN PA 18951-1244	(215) 5367606		Conventional Mail

#### Other Party

Party ID	LName	FName	MI	Type	Address	Phone	Notification By
66240	ASHBY	WENDY	JAN	ATTORNEY	ASHBY LAW OFFICES, LLC 246 W BROAD ST #3 QUAKERTOWN PA 18951-1244	(215) 5367606	Conventional Mail

**-Docket Entries-**

Filing Date	Docket Type	Docket Text	Original Document	Redacted Document	Original Barcode	Redacted Barcode
<u>07/17/2017</u>	DOR ASSM'T. INH TAX RETURN	<a href="#">View Docket Text</a>	No Image	No Image	<a href="#">Print Barcode</a>	<a href="#">Print Barcode</a>
<u>03/01/2017</u>	INHERITANCE TAX RETURN	ACN 101	<a href="#">Image</a>	<a href="#">Image</a>	<a href="#">Print Barcode</a>	<a href="#">Print Barcode</a>
<u>01/22/2016</u>	ORDER OF COURT	SIGNED ON 1/21/2016 BY JUDGE O'TOOLE	<a href="#">Image</a>	<a href="#">Image</a>	<a href="#">Print Barcode</a>	<a href="#">Print Barcode</a>
<u>08/17/2015</u>	PETITION TO REMOVE ADMINISTRATOR		<a href="#">Image</a>	<a href="#">Image</a>	<a href="#">Print Barcode</a>	<a href="#">Print Barcode</a>
<u>09/20/2012</u>	LETTERS OF ADMINISTRATION		<a href="#">Image</a>	<a href="#">Image</a>	<a href="#">Print Barcode</a>	<a href="#">Print Barcode</a>

STATE OF PENNSYLVANIA, )  
 ) ss:  
 ALLEGHENY COUNTY )

I, Michael McGeever, Director of Department of Court Records, Wills/Orphans Court Division of the Court of Common Pleas, Allegheny County, State of Pennsylvania, do hereby certify the foregoing to be a true and correct copy of

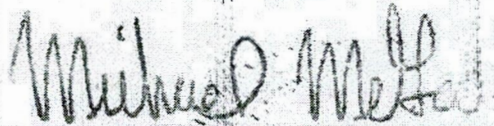
DOCKET

In the Estate of

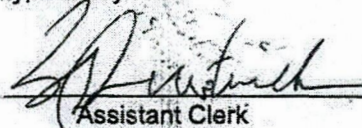
**DAVID SHANE**

NO. 5779 of 2012 as the same remains on file and is of record in this office.

WITNESS my hand and seal of said office, this 1ST Day of DECEMBER, 2025 .



Director of Department of Court Records  
Wills/Orphans' Court Division  
of Allegheny County, Pennsylvania

  
Assistant Clerk



Riverside County Board of Supervisors  
Request to Speak

Submit request to the Clerk of the Board (right of podium), Speakers are entitled to three (3) minutes, subject to Board Rules listed on the reverse side of this form. The Board may limit the public input on any item, based on the number of people requesting to speak and the business of the Board.

SPEAKER'S NAME: Mark Von Esch

Address: 810 E. Commonwealth Ave.

City: Fullerton Zip: 92831

Phone #: 714-~~219~~879-5306

Date: 12/16/2025 Agenda # 21.7 and 21.9

PLEASE STATE YOUR POSITION BELOW:

Position on "Regular" (non-appealed) Agenda Item:

X Support \_\_\_\_\_ Oppose \_\_\_\_\_ Neutral

Note: If you are here for an agenda item that is filed for "Appeal", please state separately your position on the appeal below:

\_\_\_\_\_ Support \_\_\_\_\_ Oppose \_\_\_\_\_ Neutral

I give my 3 minutes to: \_\_\_\_\_

Parking validations available for speakers only – see Clerk of the Board.

(Revised: 04/23/2025)

## BOARD RULES

### Requests to Address Board on "Agenda" Items:

You may request to be heard on a published agenda item. Requests to be heard must be submitted to the Clerk of the Board before the scheduled meeting time.

### Requests to Address Board on items that are "NOT" on the Agenda:

Notwithstanding any other provisions of these rules, member of the public shall have the right to address the Board during the mid-morning "Oral Communications" segment of the published agenda. Said purpose for address must pertain to issues which are under the direct jurisdiction of the Board of Supervisors. YOUR TIME WILL BE LIMITED TO THREE (3) MINUTES. The Board may limit the public input on any item, based on the number of people requesting to speak and the business of the Board.

### Power Point Presentations/Printed Material:

Speakers who intend to conduct a formalized Power Point presentation or provide printed material must notify the Clerk of the Board's Office by 12 noon on the Monday preceding the Tuesday Board meeting, ensuring that the Clerk's Office has sufficient copies of all printed materials and at least one (1) copy of the Power Point CD. Copies of printed material given to the Clerk (by Monday noon deadline) will be provided to each Supervisor. If you have the need to use the overhead "Elmo" projector at the Board meeting, please ensure your material is clear and with proper contrast, notifying the Clerk well ahead of the meeting, of your intent to use the Elmo. **Speakers are prohibited from bringing signs, placards, or posters into the hearing room.**

### Individual Speaker Limits:

**Individual speakers are limited to a maximum of three (3) minutes.** The Board may limit the public input on any item, based on the number of people requesting to speak and the business of the Board. Please step up to the podium when the Chair calls your name and begin speaking immediately. Pull the microphone to your mouth so that the Board, audience, and audio recording system hear you clearly. Once you start speaking, the "green" podium light will light. The "yellow" light will come on when you have one (1) minute remaining. When you have 30 seconds remaining, the "yellow" light will begin flash, indicating you must quickly wrap up your comments. Your time is up when the "red" light flashes. The Chair adheres to a strict three (3) minutes per speaker. ***Note: If you intend to give your time to a "Group/Organized Presentation", please state so clearly at the very bottom of the reverse side of this form.***

### Group/Organized Presentations:

Group/organized presentations with more than one (1) speaker will be limited to nine (9) minutes at the Chair's discretion. The organizer of the presentation will automatically receive the first three (3) minutes, with the remaining six (6) minutes relinquished by other speakers, as requested by them on a completed "Request to Speak" form, and clearly indicated at the front bottom of the form.

### Addressing the Board & Acknowledgement by Chair:

The Chair will determine what order the speakers will address the Board and will call on all speakers in pairs. The first speaker should immediately step to the podium and begin addressing the Board. The second speaker should take up a position in one of the chamber aisles to quickly step up to the podium after the preceding speaker. This is to afford an efficient and timely Board meeting, giving all attendees the opportunity to make their case. Speakers are prohibited from making personal attacks, and/or using coarse, crude, profane or vulgar language while speaking to the Board members, staff, the public and/or meeting participants. Such behavior, at the discretion of the Board Chair may result in removal from the Board Chambers by Sheriff Deputies.