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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES**

In re the James W. Buffett 1990
Declaration of Trust

Case No. 25STPB06357

Hearing Information: 8/14/2025 8:30 AM

Assigned for all purposes to:
Santoro, Stephanie C.,
Judicial Officer: Stanley Mosk Dept. - 62

PETITION FOR REMOVAL OF TRUSTEE

Petitioner Jane S. Buffett brings the following action against Respondent Richard A. Mozenter, Managing Director of Gelfand, Rennert & Feldman LLP, seeking to remove him from his position as co-trustee of the Marital Trust (the "Marital Trust" or the "Trust") created pursuant to Article VI of the James W. Buffett 1990 Declaration of Trust dated December 28, 1990, as restated and amended (the "Declaration of Trust"). In support thereof, Petitioner states as follows:

PRELIMINARY STATEMENT

1
2 1. This dispute arises from the ongoing failure of Respondent Richard Mozenter to act
3 in the best interests of Jane Buffett, the widow of world-renowned and beloved musician Jimmy
4 Buffett, in the administration of the Marital Trust created for her benefit. Over the 20 months since
5 the death of Mr. Buffett, the administration of the Marital Trust by Mr. Mozenter, a professional
6 accountant who serves as the Trust's independent co-trustee, and Jeffrey Smith, the lawyer selected
7 by Mr. Mozenter to represent the trustees of the Marital Trust, has been plainly deficient. Mr.
8 Mozenter and Mr. Smith have been openly hostile and adversarial toward Mrs. Buffett as they
9 have worked in tandem against the best interests of Mrs. Buffett personally and as beneficiary of
10 the Marital Trust. When confronted with the facts alleged in this petition, Mr. Mozenter has
11 refused to resign as independent co-trustee, thus necessitating this action.

12 2. Mr. Mozenter has failed to perform even the most basic tasks required of him in his
13 role as co-trustee, including providing Mrs. Buffett with information concerning Trust assets and
14 finances, which has left Mrs. Buffett in the dark with regard to the state of her own finances. Along
15 the way, Mr. Mozenter has belittled, disrespected, and condescended to Mrs. Buffett in response
16 to her reasonable requests for information she undoubtedly was entitled to receive. As a result,
17 the majority of Mrs. Buffett's net worth is controlled by someone she does not trust, and to whom
18 the Trust for her benefit must pay enormous fees—more than \$1.7 million in 2024 to him and his
19 firm—no matter how badly he treats her.

20 3. Given such persistent conduct, earlier this year, in February 2025, Mrs. Buffett's
21 personal counsel wrote Mr. Mozenter a lengthy letter that catalogued his many failures and
22 demanded that he correct them. Months later, Mr. Mozenter still has failed to do so. Faced with
23 what clearly has become an unsolvable rift with Mr. Mozenter, and the prospect of having to
24 continue to unsuccessfully request that he discharge his duties, on May 30, 2025, Mrs. Buffett
25 asked that Mr. Mozenter resign as co-trustee. Mr. Mozenter refused, insisting that he remain in a
26 position of authority over her wealth. The situation is untenable and Mrs. Buffett requests this
27 Court's assistance to resolve it.
28

1 4. Mrs. Buffett was married to her husband, Jimmy Buffett, from 1977 until his death
2 on September 1, 2023. In 1974, he wrote one of his first hit songs about Mrs. Buffett. The couple
3 married in 1977 and, for the next 46 years, raised three children as Mr. Buffett became a bestselling
4 musician loved by fans around the world. Over the course of their marriage, Mr. Buffett earned
5 millions of dollars as a musician, performer, author, and entrepreneur, while Mrs. Buffett served
6 as the primary caretaker for their three children.

7 5. More than 30 years ago, Mr. Buffett executed an estate plan—most recently revised
8 and updated in 2023—designed to support his longtime wife after his death. That plan consists
9 primarily of two documents: (i) Mr. Buffett’s Last Will and Testament dated April 27, 2017; and
10 (ii) the Declaration of Trust. Together, those two documents provided that, upon Mr. Buffett’s
11 death, the bulk of his assets would pass into the Marital Trust, to be administered by Mrs. Buffett
12 and an independent trustee, as co-trustees. The Marital Trust is for Mrs. Buffett’s “primary
13 benefit” for her lifetime and she is entitled to all income of the Trust during her lifetime. Art.VI.

14 6. During his lifetime, Mr. Buffett had a close relationship with the accounting firm
15 of Gelfand, Rennert & Feldman LLP—specifically with Irwin Rennert, an accountant at that firm.
16 When Mr. Buffett amended the Declaration of Trust, however, he named as co-trustee
17 Mr. Mozenter, a younger accountant at the same firm who had not been as close to the Buffett
18 family. By appointing Mr. Mozenter as his successor trustee, Mr. Buffett trusted that, after his
19 death, Mr. Mozenter’s “primary regard” would be the “best interests of” Mrs. Buffett.

20 7. Mr. Buffett died in September 2023. Mr. Mozenter accepted the appointment as
21 co-trustee, taking on the responsibility of managing \$275 million in assets that Mr. Buffett had
22 amassed to fund the Marital Trust for his wife’s sole benefit for her lifetime. But since
23 Mr. Buffett’s death, Mr. Mozenter has failed to act in Mrs. Buffett’s best interests.

24 8. After the death of her husband of 46 years, Mrs. Buffett naturally sought to
25 understand whether she would be financially secure for the remainder of her life. One month after
26 Mr. Buffett’s death, in October 2023, Mrs. Buffett met with Mr. Mozenter and requested an
27 analysis of the projected income she could expect to receive from the Marital Trust. This should
28 have been a simple task for a professional accountant paid to administer a Marital Trust specifically

1 created for Mr. Buffett's wife's primary benefit. But it proved not to be simple for Mr. Mozenter.
2 Rather than help his recently-widowed client understand her finances, Mr. Mozenter spent the next
3 **16 months** stonewalling and making excuses for why he could not yet provide the requested
4 information.

5 9. In February 2025, Mr. Mozenter finally provided "an estimate of projected income
6 and expenses," and they were shocking. According to those projections, the Marital Trust's \$275
7 million in assets would generate less than \$2 million in net income annually—a rate of return of
8 less than one percent. Mr. Mozenter acknowledged that, over the prior 18 months,
9 Margaritaville—a company of which the Trust owns roughly 20%—had paid distributions of
10 approximately \$14 million, but he decided against including any estimate of future distributions
11 from Margaritaville in his analysis of the Marital Trust's future income, stating cryptically that
12 Margaritaville "continues to evaluate future business opportunities and how they deploy existing
13 liquid assets." Based on that analysis, Mr. Mozenter told Mrs. Buffett that the Marital Trust's
14 income would not cover her annual expenses and advised that she could "consider adjustments"
15 to those expenses or sell her own real estate to make up the difference.

16 10. Mrs. Buffett is now concerned about the state of the Marital Trust. After more than
17 a year of stonewalling her requests for basic financial information, Mr. Mozenter belatedly
18 produced financials that reflected the Marital Trust earning a return of less than one percent. If
19 the Marital Trust truly earns such a low return consistent with the financials Mr. Mozenter
20 presented, it will confirm that Mr. Mozenter is either not competent to administer the Trust or
21 unwilling to act in Mrs. Buffett's best interests. It may be that other income, whether from
22 Margaritaville or otherwise, will be available, but Mrs. Buffett currently has no way to understand
23 whether Mr. Mozenter's analysis is complete or reliable because of his general refusal to promptly
24 provide her detailed financial information about the Marital Trust, even though she is both the sole
25 current beneficiary of the Trust and Mr. Mozenter's co-trustee. Without more detailed financial
26 information for Mr. and Mrs. Buffett for the five years prior to Mr. Buffett's passing, it is
27 impossible for Mrs. Buffett or her advisers to interpret Mr. Mozenter's projections or to draw their
28 own conclusions about the Trust's expected future income.

11. Even putting aside Mr. Mozenter’s inability to provide clear financial information or to work with Mrs. Buffett in assessing and ensuring her financial stability, Mr. Mozenter should be removed from his role as co-trustee because of his unprofessional and combative communications with Mrs. Buffett. Since Mr. Buffett died, Mr. Mozenter has complained that he cannot “have one productive conversation with [Mrs. Buffett] about any topic”; that his time is “wasted” by Mrs. Buffett; and that Mrs. Buffett treats him as “just a bookkeeper.” Those complaints get things exactly backward—it is because of Mr. Mozenter’s continued failures that Mrs. Buffett has engaged Mr. Mozenter in difficult discussions to try to get him to perform his most basic duties as co-trustee. Regardless, the fact that Mr. Mozenter has levied those complaints against Mrs. Buffett shows that their relationship is beyond repair. Even if Mr. Mozenter believes he has been unfairly criticized for his failure to discharge his duties as co-trustee (he has not), he concedes that he cannot “have one productive conversation with [Mrs. Buffett] about any topic.” But Mr. Mozenter nonetheless insists he remain in a position of authority over Mrs. Buffett’s wealth. That makes no sense. Mrs. Buffett should not be forced to continue working with Mr. Mozenter when there are other competent professionals who could replace Mr. Mozenter as an independent co-trustee, have “productive conversation[s]” with Mrs. Buffett, and fulfill the duties of co-trustee.

12. The current state of affairs between the parties is untenable. This Court should intervene to remove Mr. Mozenter from his position as co-trustee.

THE PARTIES

13. Petitioner Jane S. Buffett resides in Sag Harbor, New York. She is the widow of Jimmy Buffett and the co-trustee and sole current beneficiary of the Marital Trust that Mr. Buffett created to provide for her needs after his death. Mrs. Buffett represents all other qualified beneficiaries because of her power of appointment granted by Mr. Buffett in Article VI(B) of the Marital Trust.

14. Respondent Richard A. Mozenter, CPA is a managing director in the Los Angeles, California office of Gelfand, Rennert & Feldman LLC. He resides in Los Angeles and administers the Marital Trust in Los Angeles.

1 **JURISDICTION AND VENUE**

2 15. Venue in the Los Angeles County Superior Court is proper under Section
3 17005(a)(2) of the California Probate Code because the Marital Trust is a testamentary trust that
4 is principally administered in Los Angeles county. Mr. Mozenter is primarily responsible for
5 administering the Marital Trust and he manages the Marital Trust's affairs out of the Los Angeles
6 office of Gelfand, Rennert & Feldman LLC.

7 16. Mr. Mozenter is subject to personal jurisdiction in this Court because he
8 administers the Marital Trust in California. See Cal. Prob. Code § 17004.

9 **FACTUAL ALLEGATIONS**

10 **A. Jimmy Buffett and His Assets**

11 17. Jimmy Buffett was a world-renowned and beloved singer and songwriter. Mr.
12 Buffett released over 30 albums of the music he wrote and performed, with eight certified gold
13 albums and nine certified platinum or multi-platinum albums. In total, Mr. Buffett has sold more
14 than 20 million records worldwide. In 2024, Mr. Buffett was posthumously inducted into the Rock
15 and Roll Hall of Fame, an honor that Mrs. Buffett was instrumental in facilitating. By the time he
16 died, Mr. Buffett had been performing his music to fans for more than 60 years.

17 18. Mr. Buffett also was a successful businessman. In the 1990s, Mr. and Mrs. Buffett
18 founded Margaritaville Holdings LLC, a lifestyle brand management company colloquially known
19 as "Margaritaville." Over the next 40 years, Margaritaville expanded into restaurants, vacation
20 clubs, casinos, hotels, cruise ships, and merchandise. Margaritaville currently owns and operates
21 more than 30 restaurants and bars and more than 20 hotels, including in Times Square, the
22 Bahamas, Panama, and Mexico. At the time of his death, Mr. Buffett indirectly held an equity
23 interest of approximately 20% in Margaritaville through JB Beta Inc., a New Jersey corporation.

24 19. In addition to his holdings in Margaritaville and other investments, Mr. Buffett
25 owned several properties around the world for use by himself and his family, including in Sag
26 Harbor, New York; Cat Cay, Bahamas; St. Barthélemy island; Palm Beach, Florida; and Los
27 Angeles, California. Mrs. Buffett played a key role in acquiring each of those properties.
28

B. Mr. Buffett's Estate Plan

20. Mr. Buffett's estate plan consists of two primary documents, both governed by Florida law: (i) his Last Will and Testament; and (ii) the Declaration of Trust. Together, these documents set forth how Mr. Buffett's substantial wealth should be distributed and managed after his death.

21. Mr. Buffett executed his Last Will and Testament on April 27, 2017. Pursuant to that document, Mr. Buffett left Mrs. Buffett (i) all of his tangible personal property, and (ii) all real property (or interests in entities holding real property) that Mr. Buffett held "for residential use by us, either on a year-round or seasonal basis." Mr. Buffett's Will transferred the rest of his assets to the trustees under the Declaration of Trust and, ultimately, to the Marital Trust.

22. Mr. Buffett created the James W. Buffett 1990 Trust on December 28, 1990, by executing the Declaration of Trust, under which Mr. Buffett was sole trustee. The Declaration of Trust was amended and fully restated in full in April 2017, and amended again, in part, on July 21, 2023. The Declaration of Trust created a trust for the benefit of Mr. Buffett during his lifetime (the "Lifetime Trust"). Art.I. After his death, all of the assets in the Lifetime Trust transferred either outright to Mrs. Buffett or to trusts that Mr. Buffett created to protect his family after his death. Art.VI,VII.

23. The Declaration of Trust created a trust for each of Mr. and Mrs. Buffett's three children (the "Children's Trusts"). Art.VII. Upon Mr. Buffett's death, each of the children received a one-third share of the remaining Federal estate tax exemption, the value of which was approximately \$2 million each. See Art.IV.

24. The rest of the assets were transferred to the Marital Trust, which was created "for the primary benefit of [Mr. Buffett's] wife." Art.VI. The assets transferred to the Marital Trust included Mr. Buffett's interest in Margaritaville (through JB Beta).

25. Mr. Buffett was the sole trustee of the Lifetime Trust. He appointed Mrs. Buffett and Mr. Mozenter as successor trustees; when Mr. Buffett died, Mrs. Buffett and Mr. Mozenter became co-trustees of all trusts created by the Declaration of Trust, including the Marital Trust for Mrs. Buffett's benefit. Art.XIII(B).

1 26. The Declaration of Trust specifies that, “at all times, there shall be an independent
2 trustee in office as trustee.” Art.XIII(F). The independent trustee has certain powers under the
3 Declaration of Trust that he can exercise “acting alone, without the need for approval or consent
4 by any trustee who is not an independent trustee.” Art.XIII(O). Most importantly, the principal
5 of the Marital Trust can be distributed to Mrs. Buffett to the extent “the independent trustee deems
6 [it] to be worthwhile and in [her] best interests.” Art.VI(A)(2).

7 27. Mr. Buffett expressly required the trustees of the Marital Trust to use its assets to
8 support Mrs. Buffett. Not only was the Marital Trust created for the “primary benefit” of
9 Mrs. Buffett, the Declaration of Trust authorizes distributions of principal to her and specifically
10 instructs the independent trustee (*i.e.*, Mr. Mozenter) to give “primary regard for the best interests
11 of the settlor’s wife [Mrs. Buffett], rather than for remainder or other successor interests,” in
12 deciding whether to make such distributions. Art.VI(A).

13 28. The Declaration of Trust also requires that the Marital Trust produce income.
14 “Unproductive property shall not be retained as part of the principal of the Marital Trust without
15 the consent of the settlor’s wife.” Art.VI(C). Mrs. Buffett is entitled to receive the Marital Trust’s
16 net income each quarter. Art.VI(A)

17 29. Beyond this requirement that the Marital Trust pay Mrs. Buffett its income, the
18 Marital Trust also permits the trustees to pay “so much of the principal of the Marital Trust as the
19 trustee[s] determine[] for [Mrs. Buffett’s] health, maintenance and support” or “for any other
20 purpose that the independent trustee deems to be worthwhile and in the best interests” of Mrs.
21 Buffett. Art.VI(A)(1)-(2).

22 30. All of these provisions are designed to protect and benefit Mrs. Buffett. In fact, the
23 Marital Trust includes no terms requiring that assets be preserved for the use of anyone after Mrs.
24 Buffett’s death. Under the Declaration of Trust, Mrs. Buffett has the power, exercisable in her
25 Will upon her death, to determine how any principal of the Marital Trust that remains at such time
26 is distributed among Mr. Buffett’s descendants and/or charitable organizations. Art.VI(B). In
27 making this determination, Mrs. Buffett is not required to give regard to the presumptive remainder
28 beneficiaries under the Declaration of Trust and, for example, could transfer all of the assets of the

1 Marital Trust to a charity of her choice. Art.VI(B) Mr. Buffett explicitly granted this power to
2 Mrs. Buffett from the presumptive remainder beneficiaries notwithstanding that he was under no
3 obligation to do so.

4 **C. Mr. Mozenter's Unprofessional Behavior as Independent Co-Trustee**

5 31. Mr. Buffett passed away on September 1, 2023. Since then, Mrs. Buffett has
6 endured rude and bizarre behavior from Mr. Mozenter. For months, Mrs. Buffett and her personal
7 counsel urged and pleaded with Mr. Mozenter to act responsibly and perform his duties. He has
8 failed to do so. It is now clear that the parties' relationship as co-trustees is untenable.

9 **1. Mr. Mozenter's Refusal to Provide Projections or Historical**
10 **Financials of the Marital Trust's Income**

11 32. After the death of her husband of 46 years, Mrs. Buffett reasonably wanted to
12 understand the state of her finances. She met with Mr. Mozenter and Mr. Smith in October 2023.
13 One of the Buffett family's close friends, Jeffrey Bewkes (a financially savvy and highly
14 accomplished veteran of the entertainment industry, who, among other things, served as the CEO
15 of Time Warner), accompanied Mrs. Buffett to that meeting to lend his support. During the
16 meeting, Mr. Mozenter gave Mrs. Buffett a statement estimating the net worth of the Marital Trust,
17 as well as her own net worth. Based on that information, Mrs. Buffett was told that, as of October
18 2023, the Marital Trust had an estimated net worth of \$224.5 million, including \$34.5 million in
19 real property, \$85.3 million in Margaritaville equity through JB Beta, \$4.4 million in other equity
20 through JB Beta, \$15.3 million in equity in Strange Bird, Inc. (a closely held company that holds
21 the Buffetts' interest in various planes), \$11.7 million in other investments, \$2 million in musical
22 equipment, \$11.4 million in fine art, \$1.4 million in real estate partnerships, and \$5 million in
23 vehicles. But the estimated value of the property in the Marital Trust, taken alone, told Mrs. Buffett
24 nothing about how much income she should expect to receive from the Marital Trust each quarter,
25 which is the information she most needed to begin planning her life without her husband. At the
26 October 2023 meeting, Mr. Mozenter did not provide any analysis of the Marital Trust's projected
27 income or any historical information detailing recurring expenses.

1 33. Recognizing that the statement of assets provided by Mr. Mozenter was inadequate
2 for Mrs. Buffett's purposes, Mr. Bewkes asked Mr. Mozenter on Mrs. Buffett's behalf for records
3 of the Lifetime Trust's historical cash flows before Mr. Buffett's death and projections of the
4 Marital Trust's future income. As Mr. Bewkes explained to Mr. Mozenter, this information was
5 critically important to Mrs. Buffett. She needed projections of the Marital Trust's future income
6 to give her a better understanding of how to budget for her future. And she needed records of the
7 historical cash flows so she could determine, with the help of her advisors, which of the Marital
8 Trust's expenses were likely to be one-time expenses and which were recurring expenses. Without
9 this information, Mr. Bewkes explained to Mr. Mozenter, Mrs. Buffett would not be able to make
10 informed decisions about her budget or estate planning.

11 34. Three months later, in early 2024, Mr. Mozenter still had not provided the requested
12 information. On January 10, 2024, Mrs. Buffett's longtime assistant, Anna Clark, sent
13 Mr. Mozenter an email reminding him that Mrs. Buffett needed information about her annual
14 expenses "to help her make the best decisions possible." Mr. Mozenter responded the same day,
15 explaining that he was "working on a budget to include the properties, employees and pretty much
16 everything else" and expected to "have something on that in the next week or two."

17 35. Two more weeks passed, and Mr. Mozenter still had not provided any of the
18 information. On January 25, 2024, Ms. Clark followed up again. Mr. Mozenter responded the
19 same day that he was "working on it" and noted that the financials were "part of a larger overall
20 discussion I need to have with Jane about the overall budget."

21 36. After another two months passed, Mrs. Buffett's concerns mounted. She could not
22 understand why a professional accountant would need months to produce a projection of the
23 Marital Trust's future income or even a statement of its historical cash flow. Mrs. Buffett decided
24 to follow up with Mr. Mozenter herself and, on March 26, 2024, sent him an email in which she
25 asked that he provide "all financial statements since Jimmy passed."

26 37. Mr. Mozenter responded a few days later, on April 1, 2024, by sending what he
27 called "cash flow reports for the Jimmy Buffett Trust as well as the entities owned by the Trust."
28 But the documents he sent were not "cash flow reports" at all. Six months after Mrs. Buffett's

1 original request for cash flow information, Mr. Mozenter sent her a bundle of disorganized
2 excerpts from bank statements that appeared to have been downloaded from a bank's website.
3 This was not the work product Mrs. Buffett expected to receive from a handsomely paid
4 professional accountant after months of delay. Nor did it serve her purposes: Mrs. Buffett is not
5 a trained accountant and could not create a useful cash flow statement for the Marital Trust based
6 on a collection of excerpted bank statements.

7 38. On April 11, 2024, dozens of musicians ranging from Paul McCartney to Snoop
8 Dogg performed a tribute at the Hollywood Bowl that Mrs. Buffett organized in her late husband's
9 honor. During the concert, Mr. Bewkes approached Mr. Mozenter on Mrs. Buffett's behalf and
10 urged him to finally provide the information that Mrs. Buffett had requested six months earlier so
11 Mrs. Buffett could understand if her living expenses were reasonable and sustainable.
12 Mr. Mozenter told Mr. Bewkes that Mrs. Buffett had no reason to worry about her finances because
13 the Marital Trust had sufficient assets to cover her expenses.

14 39. Another month later, in May 2024, Mrs. Buffett *still* had not received the
15 information she had first requested in October 2023. Around that time, Mrs. Buffett engaged
16 personal counsel at Sullivan & Cromwell LLP to ensure that her interests were protected, as she
17 no longer had faith that the trustee whom her late husband had appointed would act in her best
18 interests.

19 40. On July 31, 2024, Mrs. Buffett's counsel at Sullivan & Cromwell contacted
20 Mr. Mozenter to request a call about "the status of Estate matters," including Mrs. Buffett's
21 long-outstanding requests. Mr. Mozenter responded that same day, adding Mr. Smith to the
22 correspondence.

23 41. On August 2, 2024, Mrs. Buffett's counsel spoke to Mr. Smith, who recommended
24 that she ask Mr. Mozenter for a current balance sheet for Mr. Buffett's estate, the Marital Trust,
25 and any related entities. Mrs. Buffett's counsel, later that same day, sent Mr. Mozenter a written
26 request for updated balance sheets.

27 42. Mr. Mozenter responded on August 5, 2024. Rather than send the financial
28 information that Mrs. Buffett had been seeking for ten months, Mr. Mozenter made excuses. He

1 said he was “deep in the middle of working on compiling the date of death values for the
2 Trust/estate return” and that, “[o]nce the estate return is filed by December 1, we will be in a
3 position to update everything and provide as much detailed information regarding all of the assets,
4 as needed.” On August 9, 2024, Mr. Mozenter sent the same “rough net worth statement[s]” that
5 he gave Mrs. Buffett during their October 2023 meeting. Mrs. Buffett could not use those
6 statements to budget for her future for the same reasons they were not suitable for that purpose in
7 October 2023. Moreover, by August 9, 2024, the financial information was also nearly a year old.

8 43. Later that day, Mrs. Buffett’s counsel wrote to Mr. Mozenter again and reiterated
9 Mrs. Buffett’s request for updated balance sheets. Mr. Mozenter responded that he did not plan to
10 “update any financial statements or net worth statements until the estate tax return [was]
11 completed.”

12 44. By the time the one-year anniversary of Mr. Buffett’s death passed on September
13 1, 2024, Mr. Mozenter still had not provided the income projections or the historical financials that
14 Mrs. Buffett had requested in October 2023 or an up-to-date balance sheet.

15 45. On November 25, 2024, Mrs. Buffett’s counsel again reiterated to Mr. Mozenter
16 the request for an updated balance sheet and income information for the Marital Trust. Later that
17 day, Mr. Mozenter responded that it likely would take “several weeks” to provide the information
18 and noted that “any financial schedules will need to be discussed in person” or through a
19 videoconference.

20 46. On November 30, 2024, Mrs. Buffett’s counsel spoke to Mr. Smith and raised Mrs.
21 Buffett’s concerns about Mr. Mozenter’s continuing refusal to provide basic information about the
22 Marital Trust’s finances. Mr. Smith expressed his disapproval of Mr. Mozenter’s failure to provide
23 the information and promised that Mrs. Buffett would receive it promptly.

24 47. But the requested information still was not forthcoming. Increasingly frustrated by
25 Mr. Mozenter’s refusal to take her requests seriously, on December 11, 2024, Mrs. Buffett
26 personally emailed Mr. Mozenter and yet again repeated her now 14-month-old request for
27 information about the Marital Trust’s income.
28

1 48. The following day, on December 12, 2024, Mr. Mozenter told Mrs. Buffett that her
2 complaint that she had not received adequate financial information was “incorrect” because he had
3 sent “detailed cash flow statements for every Buffett entity” on April 1, 2024. Mr. Mozenter was
4 referring to the excerpted bank statements that he previously had provided, which were inadequate
5 for the reasons stated above.

6 49. On that same day, December 12, 2024, Mr. Mozenter sent Mrs. Buffett a separate
7 email and attached to it an updated “net worth schedule for the Buffett estate as of Jimmy’s date
8 of death.” He explained in the cover email that he was “working on a detailed budget which will
9 show estimated sources of income and uses of cash,” and which would be “the basis for
10 determining what the Trust will be able to distribute to Jane for her living and other expenses.” In
11 other words, Mr. Mozenter admitted that he still was “working on” preparing the information that
12 Mrs. Buffett had been requesting for more than a year.

13 50. Upon information and belief, throughout the 16-month period in which Mrs. Buffett
14 was awaiting the requested financial information, Irving Azoff, Mr. Buffett’s music manager and
15 a veteran music industry executive and former CEO of Ticketmaster, also requested information
16 from Mr. Mozenter at least a half-dozen times, including information regarding royalties from Mr.
17 Buffett’s songs. Mr. Mozenter continually failed to provide Mr. Azoff with the information he
18 requested.

19 51. On February 7, 2025, Mr. Mozenter finally provided—for the first time—“an
20 estimate of projected income and expenses for the Buffett Trust and for [Mrs. Buffett],”
21 information that Mrs. Buffett had been requesting from Mr. Mozenter since October 2023, the
22 month after her husband died. The results shocked Mrs. Buffett. Although Mr. Mozenter had
23 assured Mr. Bewkes in April 2024 that the Marital Trust had plenty of assets to cover Mrs.
24 Buffett’s expenses, in February 2025, Mr. Mozenter’s financials reflected that the Marital Trust’s
25 annual income would fall far short of her expenses. He showed the Marital Trust earning less than
26 \$2 million in net income, a remarkably poor return for a Trust with an estimated \$275 million in
27 assets.
28

1 52. The income projection that Mr. Mozenter presented did not include any
2 distributions from Margaritaville, one of the Marital Trust's primary holdings. In his February 7,
3 2025 email, Mr. Mozenter acknowledged that, over the previous 18 months, Margaritaville had
4 paid more than \$14.5 million in distributions to JB Beta. He explained that he nonetheless had
5 "not projected distributions from Margaritaville" in his analysis of the Marital Trust's future
6 income because "[t]he company continues to evaluate future business opportunities and how they
7 deploy existing liquid assets." Mr. Mozenter offered no information about the range of expected
8 income from Margaritaville or any plan to address the possibility that the Marital Trust's holdings
9 in Margaritaville would fail to generate substantial income. Instead, Mr. Mozenter told Mrs.
10 Buffett that she faced a "currently projected annual shortfall of" millions of dollars. His
11 recommended solutions included that she "[t]ake larger distributions from" a retirement plan,
12 "[c]onsider the sale of other real estate" that she owned personally, or "consider adjustments" to
13 her "personal expenses."

14 53. Notwithstanding his projected shortfall in the Marital Trust's income,
15 Mr. Mozenter seemed unconcerned about ensuring the availability of assets to Mrs. Buffett. In
16 October 2023, Mrs. Buffett began proposing that the Marital Trust sell a vacation property at a
17 yacht club in Cat Cay, Bahamas that the Buffett family no longer visited frequently. Selling the
18 Cat Cay property would save approximately \$300,000 a year in operating costs. But on February
19 18, 2025, just days after alerting Mrs. Buffett to the Marital Trust's seeming income shortfall,
20 Mr. Mozenter told Mrs. Buffett there was "a strong basis for keeping these properties" and renting
21 them for at least the next year. Mr. Mozenter explained that he was planning on scheduling a
22 meeting with Mrs. Buffett. But when asked to explain how he expected the Cat Cay properties to
23 generate enough rental income to cover the \$300,000 in expenses, never mind earn a reasonable
24 rate of return, Mr. Mozenter did not reply for months. Indeed, he was silent on the issue until May
25 19, 2025, when he belatedly sent Ms. Buffett an email addressing the issue. In that email, Mr.
26 Mozenter explained that his "strong basis" for keeping the Cat Cay properties was informed by a
27 May 15, 2025 phone call with an executive at the yacht club who touted plans for improving the
28 island. But Mr. Mozenter had adamantly opposed selling the Cat Cay property months *before* he

1 supposedly had this call with the yacht club executive. Moreover, Mr. Mozenter's credulous
2 reliance on a single telephone call is hardly a good reason to unilaterally insist on holding onto a
3 property worth millions that generates \$300,000 in expenses annually. Mr. Mozenter does not
4 appear to have conducted any due diligence on whether and when the supposed island
5 improvements might be completed, let alone any independent analysis of how, if any such
6 improvements were completed, they would impact the Cat Cay properties, including whether they
7 might increase the Marital Trust's expenses (*i.e.*, through new assessments) or how they might
8 affect the potential rental income from the property (particularly given that only members of the
9 Cat Cay Yacht Club and their sponsored guests are permitted to rent properties on the island).

10 54. By late February 2025, Mrs. Buffett had had enough. For 16 months, Mr. Mozenter
11 had stonewalled on providing any useful projection of the Marital Trust's income. Over the course
12 of the prior year, Mr. Mozenter and his firm had billed the Trust approximately \$1.75 million in
13 fees for accounting, tax, business management, and trustee services. Once Mr. Mozenter finally
14 provided a projection of the Marital Trust's income, he projected that the Marital Trust would fail
15 its primary purpose—to generate income for Mrs. Buffett. And because of Mr. Mozenter's
16 stonewalling, Mrs. Buffett lacked—and still lacks—the information needed to meaningfully assess
17 the reliability and completeness of his income projections.

18 55. On February 27, 2025, Mrs. Buffett's counsel sent Mr. Mozenter a 13-page letter
19 detailing Mrs. Buffett's many concerns about Mr. Mozenter's administration of the Marital Trust
20 and Mr. Smith's representation. Mrs. Buffett requested that Mr. Mozenter:

21 (i) provide all available financial information for Margaritaville,
22 including earnings, dividends and other distributions for the prior
23 five years; future earnings projections; any plans you are aware the
24 company may have for future dividend payments or distributions;
25 and any other information provided to you by the CEO or other
26 officers of Margaritaville, including regarding the financial status of
27 the company or plans for the management of the company;
28

- (ii) provide documents showing the inflows and outflows (in a format that reasonably informs decision-making—for example, by providing both summary categories and information on what constitutes each category) of (a) the Trust, since formation, (b) the Estate, since Mr. Buffett's death, (c) Mr. and Mrs. Buffett, for the five years prior to Mr. Buffett's death and (d) Mrs. Buffett, since Mr. Buffett's death;
- (iii) commit to *promptly* provide Mrs. Buffett with all financial or other information she requests in the future;
- (iv) set forth a plan for ensuring that Mrs. Buffett receives sufficient distributions from the Trust to support her needs; and
- (v) remove Mr. Smith as legal advisor to the Trust.

The letter asked Mr. Mozenter to provide all of the requested financial information within the following two weeks. It was particularly important for Mrs. Buffett to promptly receive that information given Mr. Mozenter's projection that the Marital Trust's income could fall millions of dollars short of Mrs. Buffett's annual expenses. Without the information—in particular, financial information for Mr. and Mrs. Buffett for the five years prior to Mr. Buffett's passing—neither Mrs. Buffett nor her advisors had any way to assess Mr. Mozenter's projection. While Mrs. Buffett knew that Mr. Mozenter omitted from his projection any estimate of future distributions from Margaritaville, she had no way to even begin to evaluate what the magnitude of that omission might be without knowing, for example, what Margaritaville had distributed in the past, or even general information about the financial status of the company.

56. Mr. Mozenter failed to cooperate with Mrs. Buffett's requests. On March 7, 2025, he directed Mrs. Buffett to Mr. Buffett's estate tax return for some of the requested information about Margaritaville's distributions and historical financials. But he failed to provide Mrs. Buffett with the requested information regarding projections of future Margaritaville income or financial information for Mr. and Mrs. Buffett for the five years prior to Mr. Buffett's passing, all of which would have helped her better plan for her future needs.

1 57. The day before the two-week deadline, on March 12, 2025, Mr. Mozenter wrote an
2 email to Mrs. Buffett that represented that he had engaged counsel to represent him in responding
3 to her February 27 letter, and that his counsel was “getting up to speed.”

4 58. After another two weeks passed, on March 24, 2025, Mrs. Buffett’s counsel sent a
5 follow-up letter to Mr. Mozenter’s counsel explaining that the financial information he referenced
6 on March 7, 2025, failed to address many of the requests that Mrs. Buffett and her advisors had
7 repeatedly made for the past 16 months. In that same letter, Mrs. Buffett’s counsel reiterated Mrs.
8 Buffett’s need for “information about future income expected to come from Margaritaville” and
9 “detailed financial information regarding the inflows and outflows of (i) the Trust, since formation,
10 (ii) the Estate, since Mr. Buffett’s death, (iii) Mr. and Mrs. Buffett, for the five years prior to Mr.
11 Buffett’s death, and (iv) Mrs. Buffett, since Mr. Buffett’s death.”

12 59. On April 1, 2025, more than a month since Mrs. Buffett’s counsel sent the February
13 27, 2025 letter, Mr. Mozenter’s newly engaged counsel finally sent a formal response. Rather than
14 apologize for blowing off Mrs. Buffett’s reasonable requests for almost a year and a half,
15 Mr. Mozenter accused Mrs. Buffett of sending a “thirteen page rant of misinformation” in an
16 attempt to “mischaracterize the extensive work Mr. Mozenter has performed on behalf of the
17 Trust.” The letter even asserted that Mr. Mozenter had “kept [Mrs. Buffett] and her advisors fully
18 informed by providing relevant information and offering to address any questions or concerns.”
19 That was false.

20 60. Three weeks later, on April 22, 2025, Mr. Mozenter’s counsel sent (i) a
21 consolidated cash flow statement for September 1, 2023, through December 31, 2024, for the
22 Marital Trust and various legal entities; and (ii) cost basis balance sheets and income statements
23 for Mrs. Buffett’s separate account. Although the financial documents provide answers to some
24 of the questions that Mrs. Buffett had been asking for almost a year and a half, other information
25 she had been requesting throughout that same long period was missing, including future
26 projections for distributions from Margaritaville, and financial information for Mr. Buffett prior
27 to his death. Moreover, the limited information that Mr. Mozenter did send was disorganized and
28 difficult to parse—not at all the work product one would expect of an experienced accountant. For

1 example, Mr. Mozenter sent only raw cash flow reports without identifying fixed or variable costs.
2 Mrs. Buffett, who Mr. Mozenter knows has no accounting experience, was unable to interpret
3 those reports.

4 61. On April 25, 2025, Mrs. Buffett's counsel followed up once again with
5 Mr. Mozenter's counsel, noting "there is remaining information we had requested that has not been
6 provided," and asking if Mr. Mozenter was "still on track to get the additional information by the
7 end of this week."

8 62. Three days later, on April 28, 2025, Mr. Mozenter's counsel wrote back, stating,
9 "we believe all relevant requested financial information has been provided to your client." That
10 was not true. In reality, Mr. Mozenter belatedly provided only minimal information in response
11 to the requests that Mrs. Buffett's counsel made almost two months earlier, on February 27, 2025.

12 63. Given her concerns about Mr. Mozenter's administration of the Marital Trust,
13 Mrs. Buffett decided to consult with financial advisors at Iconiq Capital, a well-known and highly
14 regarded investment management firm with \$80 billion in assets under management, which offered
15 to assist Mrs. Buffett, individually and as co-trustee, in understanding the current financial status
16 of Mrs. Buffett and the Marital Trust—all free of charge to the Marital Trust. As part of those
17 discussions, Mrs. Buffett provided Iconiq with the limited financial information that Mr. Mozenter
18 had given her. On May 1, 2025, Iconiq asked Mr. Mozenter for a call to "run through a few
19 thoughts" about the Marital Trust's investments. On May 7, 2025, nearly a week later, Mr.
20 Mozenter rejected Iconiq's offer to help, stating, "[w]e are not considering other investment
21 options at this time." Notably, Mr. Mozenter made that decision unilaterally, without even
22 consulting Mrs. Buffett, notwithstanding that she is co-trustee of the Marital Trust and investment
23 decisions require the determination of both trustees.

24 64. On May 15, 2025, one day after Mr. Mozenter learned that Mrs. Buffett was
25 considering seeking his removal as independent co-trustee, and likely motivated by a desire to
26 avoid a potential lawsuit, Mr. Mozenter sent Mrs. Buffett cash flow reports for the Marital Trust
27 and related entities for the first quarter of 2025. He failed to explain why he had not provided the
28 information sooner. Similarly, on May 19, 2025, just four days after he learned of a potential

1 action seeking his removal, Mr. Mozenter finally provided an explanation for why he refused to
2 sell the vacation property at the yacht club in Cat Cay, but again failed to acknowledge the months-
3 long delay.

4 65. Mr. Mozenter's delays and outright failures to provide Mrs. Buffett with
5 information she reasonably requested for more than 19 months cannot, as Mr. Mozenter seems to
6 hope, somehow be excused because he has, from time to time, offered to verbally discuss
7 Mrs. Buffett's requests as opposed to reasonably complying with them. A professional accountant
8 serving as a co-trustee should be capable of promptly providing written financial information to
9 his co-trustee and beneficiary in a format that allows her to understand and analyze the information.
10 Mr. Mozenter's provision of a disorganized mess of financial information with no summary,
11 coupled with an offer for a call to discuss that information, is not an adequate substitute for the
12 clear, written work product that an accountant who is paid as handsomely as Mr. Mozenter should
13 be able to provide. Indeed, it has been unreasonable for Mr. Mozenter to functionally demand
14 that, if Mrs. Buffett—who Mr. Mozenter knows has no accounting or financial expertise or
15 training—wants the information she is entitled to receive, she must “discuss” it with him rather
16 than receive it in a digestible format. This insistence on discussions has been all the more
17 unreasonable given Mr. Mozenter's disrespectful treatment of Mrs. Buffett (as alleged in detail
18 below), which made the prospect of Mrs. Buffett having to meet with Mr. Mozenter to get basic
19 information that she requested long ago all the more unfairly daunting.

20 66. Mr. Mozenter's failure to provide timely information to Mrs. Buffett was and
21 remains an abdication of Mr. Mozenter's responsibilities and violates Mr. Mozenter's duties as
22 co-trustee.

23 **2. Mr. Mozenter's Disrespectful and Unprofessional Treatment of Mrs.**
24 **Buffett**

25 67. Mrs. Buffett is a recent widow with no professional financial background.
26 Mr. Mozenter, by contrast, is a certified public accountant who is paid to use his financial expertise
27 to manage the Marital Trust for Mrs. Buffett's benefit. Contrary to the instruction to give “primary
28

1 regard” to Mrs. Buffett’s best interests, Mr. Mozenter consistently has acted as if Mrs. Buffett is a
2 nuisance whose interests are secondary to his authority over the Marital Trust.

3 68. Mr. Bewkes (a longtime Buffett family friend and advisor to Mrs. Buffett) reached
4 out to Mr. Mozenter in late March 2024 to propose a meeting with the goal of “help[ing] Jane
5 maintain a constructive and collaborative communication relationship of trust with you.” In
6 response to that simple and polite request, Mr. Mozenter sent Mr. Bewkes a 1,795-word email
7 stating that, before they met, it would be “important that everyone understand a few very important
8 facts.” He went on to tout his own importance as independent co-trustee and proclaimed that
9 “Jimmy was very specific and clear” that he “100% did not want Jane to have sole control of the
10 Trust assets, financial decisions, and employees.” He told Mr. Bewkes that he “did not campaign
11 for this role” but “[i]t is what Jimmy wanted.” He then launched into a laundry list of complaints
12 about Mrs. Buffett, all of which ignored that she is the sole current beneficiary of the Marital Trust
13 and that his job is to give “primary regard” to her best interests. Mr. Mozenter complained that he
14 was “not able to have one productive conversation with Jane about any topic”; that “a lot of time
15 [wa]s being wasted” by Mrs. Buffett; that “fees [we]re being incurred on highly unproductive
16 communications”; and that Mrs. Buffett treated him as “just a bookkeeper.”

17 69. Mr. Mozenter’s contentious relationship with Mrs. Buffett has never improved. In
18 October 2024, for example, Mr. Mozenter complained to Mrs. Buffett’s personal counsel that Mrs.
19 Buffett’s “conduct is not, in any way, consistent with that of a trustee.” He told Mrs. Buffett’s
20 personal lawyer that Mrs. Buffett could not “separate her personal feelings” from “what is required
21 of a trustee,” and that she “only ma[de his] job more difficult.” Mr. Mozenter said that his “time
22 is much better spent on other things,” and that “if [Mrs. Buffett] is going to remain a trustee, there
23 must be some clear understanding about how she conducts herself” because “[s]he has continued
24 to treat me in a disrespectful manner.” Later that month (October 2024), Mr. Mozenter complained
25 that Mrs. Buffett’s emails were “bordering on harassment.” To be clear, Mrs. Buffett was not
26 “harassing” Mr. Mozenter, but rather doing everything in her power to try to get him to do his job
27 as trustee of the Marital Trust. Indeed, it was Mr. Mozenter’s failure to discharge his duties—
28

1 while he collected a nearly \$2 million paycheck from the Trust—that caused Mrs. Buffett to
2 complain to him.

3 70. To participate in meaningful decision-making, Mrs. Buffett needs access to proper
4 information. Mr. Mozenter’s failure to communicate with Mrs. Buffett, coupled with his refusal
5 to give her the financial information she needed, effectively rendered it impossible for Mrs. Buffett
6 to put her financial life in order following the death of her husband.

7 **3. Mr. Mozenter’s Support for Jeffrey Smith as Counsel for the Marital**
8 **Trust Forces an Impasse**

9 71. When Mrs. Buffett met with Mr. Mozenter in October 2023—just one month after
10 her husband’s death—Mr. Mozenter asked Mrs. Buffett to approve his proposal that Mr. Smith be
11 retained as counsel for the co-trustees of the Marital Trust. Mr. Mozenter made that request to
12 Mrs. Buffett (a non-lawyer with no experience in selecting counsel for any purpose, let alone to
13 represent a Trust that was designed to protect and benefit her), with Mr. Smith *in the room* and
14 without discussing any alternatives. With no idea of what was to come, Mrs. Buffett agreed. But
15 since then, Mr. Smith has engaged in increasingly strange and unprofessional behavior toward
16 Mrs. Buffett, as alleged in more detail below. Notwithstanding that he had a front-row seat to it,
17 Mr. Mozenter has done nothing to stop Mr. Smith’s behavior. After putting up with Mr. Smith for
18 more than a year, in February 2025, Mrs. Buffett asked Mr. Mozenter to remove him as counsel.
19 Mr. Mozenter refused. Mrs. Buffett then took her complaints about Mr. Smith to Mr. Smith’s law
20 firm, after which Mr. Smith finally agreed to resign from representing the trustees of the Marital
21 Trust. But as of the date of this Complaint, Mr. Mozenter still has not agreed to replacement
22 counsel proposed by Mrs. Buffett nor has Mr. Mozenter proposed any candidates of his own.

23 72. Mr. Mozenter was not acting in Mrs. Buffett’s best interests when he stood by
24 Mr. Smith, nor is he doing so now as he drags his feet in identifying new counsel for the
25 co-trustees.

26 73. ***Mr. Smith Accuses His Client of Breaching Her Fiduciary Duty.*** As an example
27 of Mr. Smith’s strangely unprofessional behavior, in June 2024, he accused Mrs. Buffett of
28 breaching her fiduciary duty to the Marital Trust for suggesting that it rely on Mr. Buffett’s

1 longtime music manager, Irving Azoff, a well-known and highly accomplished music industry
2 executive and former CEO of Ticketmaster, to negotiate an agreement with a production company
3 regarding a planned documentary about Mr. Buffett. Mrs. Buffett told Mr. Smith that Mr. Azoff
4 and producer Frank Marshall were “taking care” of the negotiations. Mr. Smith replied that “it is
5 a breach of your fiduciary duty to delegate this very important deal to Frank and Irving,” that she
6 could not “force [Mr. Mozenter] not to use me as the lawyer for the Trust,” and that she should
7 seek legal help from another lawyer to “retract” her one-line email stating that Mr. Azoff would
8 handle the negotiations.

9 74. ***Mr. Smith Suggests His Client Resign as Co-Trustee.*** As another example of his
10 unprofessional behavior, Mr. Smith suggested that Mrs. Buffett should resign as co-trustee of the
11 Marital Trust when she complained about the way Mr. Smith and his firm managed the filing of
12 Mr. Buffett’s estate tax returns. Mr. Smith’s law firm sent Mrs. Buffett and Mr. Mozenter a
13 2,800-page draft of Mr. Buffett’s estate tax returns on the Saturday after Thanksgiving (November
14 23, 2024), and Mr. Smith asked Mrs. Buffett to review the voluminous draft and provide any
15 comments within the following **three** days, which included the holiday weekend (by Tuesday,
16 November 26).

17 75. Three days is an absurdly short time to review and approve a 2,800-page tax return,
18 let alone over a major holiday weekend, and Mrs. Buffett did not hesitate to express her displeasure
19 about the limited time she was given and the disruption of important holiday time with her loved
20 ones. In response, Mr. Smith chastised her, stating that she had “received the typical number of
21 emails and documents” someone in her position was “supposed to receive,” that being a trustee
22 “frequently requires spending significant time reading, evaluating, discussing and making
23 decisions,” and that she could have “delegated [her] decision-making roles entirely to”
24 Mr. Mozenter or simply “decided not to be a Personal Representative or Trustee.”

25 76. Unsatisfied with having intruded on one major holiday with the inexplicably late
26 provision of documents for his client’s review, Mr. Smith doubled down. On December 22,
27 2024—just one month after the Thanksgiving debacle and only days before Christmas—an
28 attorney from Mr. Smith’s team at his firm sent Mrs. Buffett another tax form for Mr. Buffett’s

1 estate, which was due on December 31, 2024. In response, that same day, Mrs. Buffett told
2 Mr. Smith that she was traveling for the holiday without convenient access to a printer or FedEx.
3 Rather than offer an apology, explanation or alternative way forward, Mr. Smith responded that
4 “there are very few islands in the world with no way to transmit documents” and “I doubt that you
5 are on one of those.”

6 77. As if those instances were not enough, Mr. Mozenter sought fit to repeat them.
7 Despite the astonishing fact that Mrs. Buffett already had to twice explain to seasoned
8 professionals (Mr. Mozenter and Mr. Smith) that they need to provide draft tax filings in sufficient
9 advance of their due date, to provide her adequate time to review them, on May 27, 2025, Mr.
10 Mozenter emailed Mrs. Buffett’s personal counsel to inform her that the Marital Trust’s tax return
11 is due on June 2, 2025, a mere three business days later. Mr. Mozenter explained that his team
12 would “be completing [the tax return] in the next few days,” suggesting that he would not be
13 sending it for Mrs. Buffett’s review until right before its due date. On May 30, 2025, just one
14 business day before the Trust’s income tax return was due, Mrs. Buffett’s personal counsel wrote
15 to counsel for Mr. Mozenter reminding him that Mr. Mozenter still had not circulated a draft of
16 the return to Mrs. Buffett or her counsel. Mr. Mozenter did not send the draft until 9:40 p.m. that
17 evening. Yet again, Mr. Mozenter’s actions made clear that he has no intention of cooperating
18 with his co-trustee or discharging his fiduciary duties to the sole current beneficiary of the Trust.

19 78. ***Mr. Smith Threatens to Launch a Defamation Investigation Against His Client.***
20 To add to this unnecessarily hostile behavior by Mr. Smith, he later threatened to investigate Mrs.
21 Buffett—his own client—for allegedly defaming Mr. Mozenter. On December 9, 2024, Mrs.
22 Buffett remarked in an email to Mr. Mozenter and Mr. Smith that Margaritaville’s CEO “seems to
23 be the boss of me and [Mr. Mozenter].” Mr. Mozenter apparently took this comment personally,
24 demanding “a written basis for your allegation that [Margaritaville’s CEO] controls me and you”
25 and complaining that he was “getting tired” of Mrs. Buffett’s “constant defamation of my
26 character.”

27 79. Rather than explain to Mr. Mozenter that an offhanded remark between the three of
28 them could not possibly rise to an actionable defamation claim, as one would expect the only

1 lawyer in the discussion to do, Mr. Smith decided to pour gasoline on the frivolous complaint,
2 characterizing it as a “very serious allegation” that “needs to be investigated” because, if “the
3 allegation is false, it is defamatory.” By any measure, that response was remarkable: Mr. Smith—
4 the lawyer for the co-trustees—threatened to use the Marital Trust’s resources to launch an
5 investigation of the Trust’s sole current beneficiary based on an email sent only to Mr. Smith
6 himself and Mr. Mozenter. By that point, Mrs. Buffett understandably felt that Mr. Smith and
7 Mr. Mozenter were working together against her best interests.

8 **80. Mr. Smith Pressures Mrs. Buffett to Approve a Book Passage About Her Late**
9 **Husband.** More recently, Mr. Smith pressured Mrs. Buffett to approve a passage about her late
10 husband in an upcoming book by a doctor about his private treatment of Mr. Buffett. On February
11 22, 2025, Mr. Smith told Mrs. Buffett that a “leading vocal cord surgeon” who “briefly” treated
12 Mr. Buffett was writing a book on the vocal cord surgeries he performed on celebrities. Mr. Smith
13 acknowledged that he was editing the book. He requested permission to include an “interlude”
14 discussing the doctor’s interactions with Mr. Buffett. Mrs. Buffett’s counsel responded with a
15 clear answer: Mrs. Buffett did not approve of this passage about her late husband.

16 **81.** Mr. Smith refused to take no for an answer. Rather than simply accept Mrs.
17 Buffett’s wishes about her late husband, he sought to pressure her: “I can definitely say that Jimmy
18 would be very disappointed in the decision not to include the interlude” and “Jimmy would
19 definitely support this.” In later emails, Mr. Smith continued to attempt to bully Mrs. Buffett into
20 approving his “interlude” about her husband, stating that, “I do not understand how a decision that
21 would be beneficial to Jimmy’s memory . . . can be made by a Trustee before reviewing” a draft
22 of the interlude.

23 **82. Acknowledging His Inappropriate Communications with His Client, Mr. Smith**
24 **Promises to Let Mrs. Buffett’s Personal Lawyer Review All Future Emails to Mrs. Buffett.** In
25 December 2024, Mrs. Buffett’s personal counsel spoke to Mr. Smith by telephone in an effort to
26 reduce some of the hostility in his communications toward Mrs. Buffett, explaining that the
27 attorney-client relationship could not reasonably continue with such acrimony. During their call,
28 Mr. Smith implicitly conceded that his prior emails to his client were problematic, and agreed that,

1 going forward, he would provide Mrs. Buffett's personal counsel an opportunity to review any
2 written correspondence he intended to send Mrs. Buffett before sending it to her, so that Mrs.
3 Buffett's counsel could propose any revisions necessary to avoid Mr. Smith further offending Mrs.
4 Buffett—his own client. That agreement was nothing short of a remarkable concession that Mr.
5 Smith's relationship with Mrs. Buffett was broken. But Mrs. Buffett, through her counsel, was
6 willing to try to salvage it through this arrangement. Perhaps somewhat predictably, it did not
7 work. Notwithstanding Mr. Smith's promise, it took only a few months before he stopped
8 previewing to Mrs. Buffett's personal counsel the correspondence he intended to send Mrs.
9 Buffett, and he promptly resumed his unprofessional and hostile communications toward
10 Mrs. Buffett.

11 83. Mrs. Buffett had enough of Mr. Smith's unprofessional conduct. In her counsel's
12 February 27, 2025 letter to Mr. Mozenter, Mrs. Buffett reiterated her concerns about Mr. Smith's
13 conduct, all of which she previously had raised, and asked that Mr. Mozenter remove him as
14 counsel for the Marital Trust. Rather than respect his co-trustee's views, Mr. Mozenter refused.
15 On April 1, 2025, Mr. Mozenter's counsel sent Mrs. Buffett a letter stating that Mr. Mozenter had
16 a "strong desire for Jeff Smith to continue as counsel to Mr. Mozenter in his capacity as
17 Co-Trustee."

18 84. Just days later, after counsel for Mrs. Buffett made clear to Mr. Smith's firm that it
19 makes no sense for Mr. Smith to continue in an engagement where one of his clients—the sole
20 current beneficiary of the Marital Trust—was deeply unhappy with his representation, Mr. Smith's
21 firm agreed it would be best for Mr. Smith to withdraw from representing the Marital Trust or its
22 trustees.

23 85. Although Mrs. Buffett welcomed word of Mr. Smith's resignation, it has left the
24 Marital Trust without counsel. On April 18 and 25, 2025, Mrs. Buffett's counsel wrote to
25 Mr. Mozenter to propose two lawyers as possible replacements for Mr. Smith. Three days later,
26 Mr. Mozenter responded by declining one of Mrs. Buffett's proposed lawyers. Mr. Mozenter has
27 not responded to the second proposal or recommended any alternatives.
28

1 86. As of the filing of this Petition, the co-trustees of the Marital Trust still do not have
2 new legal counsel. Mr. Mozenter has never proposed any alternatives. This has left the Trust
3 without legal representation, and forced Mrs. Buffett to have her personal lawyer review and advise
4 on Trust-related issues, at Mrs. Buffett's personal expense. Mrs. Buffett has stressed to Mr.
5 Mozenter, through their respective counsel, the need for counsel to replace Mr. Smith and that the
6 delay is causing Mrs. Buffett to personally pay attorneys' fees that should be borne by the Trust.
7 Nonetheless, Mr. Mozenter has failed to do anything to move forward with retaining new counsel.
8 Mr. Mozenter's slow-walking this process appears deliberate—indeed, his failure to reasonably
9 push it forward contrasts sharply with the speed with which he was able to retain counsel to
10 represent him in connection with this litigation, after he received a 13-page letter on February 27,
11 2025, that detailed his many failures. Given all of these facts, and his pattern of unreasonable prior
12 conduct, it is unclear to Mrs. Buffett whether Mr. Mozenter intends to retain new counsel to assist
13 with the administration of the Marital Trust.

14 **4. Mr. Mozenter Has Attempted to Transfer Property to the Trust That**
15 **Mr. Buffett Left to Mrs. Buffett**

16 87. Mr. Mozenter has also acted against Mrs. Buffett's interests by transferring
17 property to the Marital Trust that, under the terms of Mr. Buffett's Will and the Declaration of
18 Trust, were left to Mrs. Buffett personally.

19 88. Pursuant to Mr. Buffett's Will, Mrs. Buffett (not the Marital Trust) should have
20 received all real property that Mr. Buffett held at the time of his death "for residential use by us,
21 either on a year-round or seasonal basis." Furthermore, pursuant to Article III of the Declaration
22 of Trust, following Mr. Buffett's death, the trustee is directed to distribute to Mrs. Buffett "all
23 interests that are part of the trust estate at [Mr. Buffett's] death or are transferred to the trust estate
24 following [Mr. Buffett's] death pursuant to the provisions of [Mr. Buffett's] last will in the
25 following-described (i) real property held at the time of [Mr. Buffett's] death for residential use by
26 [Mr. Buffett] and his wife, either on a year-round or seasonal basis, and (ii) entities substantially
27 all of the assets of which consists of interests in such real property: . . . located at Actor's Colony
28 Road, Sag Harbor, Suffolk County, New York . . . [and] all interests in, and claims against, JBNY,

1 LLC [the entity that holds Mr. and Mrs. Buffett's New York City apartment]." Despite that clear
2 direction, Mr. Mozenter and Mr. Smith concluded that several residential properties should instead
3 be transferred to the Marital Trust rather than to Mrs. Buffett herself.

4 89. Mr. Mozenter and Mr. Smith attempted to transfer several of these properties to the
5 Marital Trust based on an absurdly strained interpretation of the phrase "residential property" that
6 is used in Mr. Buffett's Will. For example, Mr. Mozenter wrongfully attempted to transfer to the
7 Marital Trust a house on St. Barthélemy Island that Mrs. Buffett and her husband both had used
8 prior to Mr. Buffett's death. Mrs. Buffett designed and decorated the house at her husband's
9 request, hoping that it would become the family's base after Mr. Buffett retired. When Mrs.
10 Buffett's counsel asked Mr. Smith to explain the decision to transfer to the Trust the house on St.
11 Barthélemy Island, he said the house was "not used as residential property" because it was "used
12 as a vacation property." Mr. Smith also added (incorrectly) that "Jane rarely utilized" the house.
13 Mr. Mozenter used the same interpretation of the phrase "residential property"—that is, to
14 unilaterally declare that using a residential property for vacation purposes somehow robs it of its
15 "residential" nature—to justify attempting to transfer properties in Sag Harbor, New York to the
16 Marital Trust, when those properties should have been distributed to Mrs. Buffett.

17 90. Mr. Mozenter also attempted to improperly transfer several properties in Florida
18 and the Bahamas to the Marital Trust based on a similarly strained interpretation of the phrase "use
19 by us" as used in Mr. Buffett's Will. Mr. Smith took the position that properties were held "for
20 residential use by us" at the time of Mr. Buffett's death (and therefore eligible to be distributed to
21 Mrs. Buffett) only if they were "used by both Jimmy and Jane." He concluded that several
22 residential properties, including three homes in Palm Beach, Florida; a home in West Palm Beach,
23 Florida; a home in Daytona Beach, Florida; and a home and pool villa in Cat Cay, Bahamas were
24 used by "Jimmy, but not Jane" and those properties were then wrongfully determined to be
25 transferred to the Marital Trust, contrary to the terms of Mr. Buffett's Will. On November 27,
26 2024, Mrs. Buffett's personal counsel noted her disagreement with Mr. Smith's position and asked
27 for authority to support this strained interpretation. Neither Mr. Mozenter nor Mr. Smith ever
28 responded.

1 **5. Mr. Mozenter’s Offensive Campaign to Try to Ward Off Removal**

2 91. On May 14, 2025, Mr. Mozenter was made aware that Mrs. Buffett was considering
3 a petition to remove him. Since then, he has gone on the offensive in an apparent attempt to ward
4 off or distract from any effort to remove him. On May 27, 2025, Mr. Mozenter’s counsel sent a
5 letter to Mrs. Buffett’s personal counsel that sought to gin up a dispute. Specifically, the letter
6 claimed that, in November 2024, Mrs. Buffett decided to forgive a loan that the Trust previously
7 made to her brother. That is not true. While there had been discussions about whether the loan
8 should be repaid or refinanced or otherwise addressed (such as by Mrs. Buffett making a gift to
9 her brother to enable him to repay the loan to the Trust, a decision she would have had every right
10 to make without any involvement of the Trust), Mrs. Buffett did *not* tell her brother that the loan
11 was forgiven. Indeed, in an email dated November 28, 2024, Mrs. Buffett clarified that she did
12 not intend to forgive the loan, and her brother expressed consternation about her decision. Mrs.
13 Buffett communicated her views to Mr. Mozenter, telling him that she had told her brother to
14 “leave it.” Nonetheless, in his May 27, 2025 letter, Mr. Mozenter, through his counsel, declared
15 that Mrs. Buffett’s supposed forgiveness of the loan was a “violat[ion] [of] her fiduciary duties as
16 co-Trustee,” and went on to “demand that [Mrs. Buffett] withdraw her previous instruction to . . .
17 cease payments to the Trust regarding the Trust’s loan.” The May 27, 2025 letter is remarkable
18 not only because it falsely states that Mrs. Buffett forgave her brother’s debt to the Trust but also
19 because the position it advances—that relieving Mrs. Buffett’s brother of his obligation would be
20 a violation of Mrs. Buffett’s fiduciary duties—directly contradicts the position that Mr. Mozenter
21 took in November 2024, when he and Mrs. Buffett discussed loans that the Marital Trust had made
22 to both of Mrs. Buffett’s brothers. In an email dated November 18, 2024, Mr. Mozenter discussed
23 the handling of a loan made by the Trust to Mrs. Buffett’s other brother, and Mr. Mozenter told
24 Mrs. Buffett, “[i]t doesn’t matter to me how [the loan] is handled,” asking “whether [Mrs. Buffett]
25 want[ed her brother] to pay back any of [the loan]” at all.

26 92. On May 29, 2025, after consultation with Mrs. Buffett, Mrs. Buffett’s personal
27 counsel responded to Mr. Mozenter’s counsel by email and pointed out that, on November 21,
28 2024, Mrs. Buffett informed Mr. Mozenter she had told her brother to “leave it,” meaning that her

1 brother should not change his actions with respect to the loan—*i.e.*, that he should continue to pay
2 it off. On the same day, Mr. Mozenter’s counsel replied by email, rejecting that explanation out
3 of hand, attaching email correspondence in which Mrs. Buffett’s sister-in-law claimed that Mrs.
4 Buffett had forgiven the loan, and characterizing the sister-in-law’s email as proof that Mrs. Buffett
5 had violated her fiduciary duties. Absent from Mr. Mozenter’s counsel’s reply email was any
6 mention of the November 28, 2024 email in which Mrs. Buffett communicated to her brother that
7 she had *not* told Mr. Mozenter that the loan was to be forgiven. It was Mrs. Buffett’s understanding
8 that her brother would continue to pay off the loan unless and until otherwise determined. Mrs.
9 Buffett did not know her brother’s payments had stopped because Mr. Mozenter never told her.

10 93. Mr. Mozenter did not stop there—he continued his offensive against Mrs. Buffett
11 on May 28 and 29, 2025, with a series of aggressive emails to Mrs. Buffett’s personal counsel
12 complaining that Mrs. Buffett was taking too long to sign documents, and that her delay was
13 “negatively impacting the Trust’s administration including its ability to timely respond to matters.”
14 This strained attempt to manufacture a counter-narrative was baseless. Indeed, Mr. Mozenter’s
15 feigned criticism seeks to mimic the very real complaint that Mrs. Buffett has been making, both
16 personally and through her counsel and surrogates, to Mr. Mozenter about his failures *for the past*
17 *19 months*. Even if it had taken Mrs. Buffett slightly longer than normal to respond to certain of
18 Mr. Mozenter’s communications over the prior *one* month—a time when she, in her capacity as
19 trustee, had no counsel—that hardly compares to Mr. Mozenter’s longstanding dereliction of his
20 fiduciary duties.

21 94. These disturbing episodes are only the latest examples of the breakdown in
22 communication between Mr. Mozenter and Mrs. Buffett, and they further illustrate Mr. Mozenter’s
23 inability to serve as independent co-trustee. Instead of responding in good faith to Mrs. Buffett’s
24 reasonable requests for information, or reasonably communicating with her and her counsel, Mr.
25 Mozenter chose to send aggressive and baseless communications in an effort to delay or distract
26 from any attempt to remove him as independent co-trustee. He presumably plans to pay his
27 counsel for preparing these unproductive communications from the assets of the Trust—assets that
28 are intended to be held for Mrs. Buffett’s benefit.

COUNT ONE

Removal of Trustee Upon Request of All Beneficiaries

(Florida Stat. § 736.0706(2)(d))

95. Mrs. Buffett repeats and realleges the allegations set forth in paragraphs 1 through 94 as if fully set forth herein.

96. The Declaration of Trust provides that the Marital Trust shall be administered in accordance with Florida law. Art.XVI.

97. Florida Statute § 736.0706(d) allows a court to remove a trustee if “removal is requested by all of the qualified beneficiaries, the court finds that removal of the trustee best serves the interests of all of the beneficiaries and is not inconsistent with a material purpose of the trust, and a suitable cotrustee or successor trustee is available.”

98. Mrs. Buffett is the sole current beneficiary of the Marital Trust. Mrs. Buffett represents all other qualified beneficiaries because of her power of appointment granted by Mr. Buffett in Article VI(B) of the Marital Trust. See Florida Statute § 736.0302.

99. Removing Mr. Mozenter will best serve the interests of Mrs. Buffett, who is the sole current beneficiary of the Marital Trust. As set forth above, Mrs. Buffett has no confidence in Mr. Mozenter’s ability to act as an independent co-trustee. For 19 months, Mr. Mozenter resisted providing Mrs. Buffett with financial information she requested about the Marital Trust, including the income projections she needed in order to understand the Marital Trust’s financial condition (and her own). Mr. Mozenter’s failure to timely provide reasonably-requested information has been in violation of his obligations as an experienced professional accountant and independent co-trustee. See Florida Statute § 736.0806 (“A trustee who has special skills or expertise . . . shall use those special skills or expertise.”).

100. To make matters worse, Mr. Mozenter has acted in an unprofessional and combative manner toward Mrs. Buffett. Mr. Mozenter has admitted that he is “not able to have one productive conversation with Jane about any topic.” Rather than work constructively with his co-trustee—who is the sole current beneficiary of the Marital Trust and, of course, not the professional accountant of the pair—Mr. Mozenter routinely acts bothered by Mrs. Buffett’s

requests that he carry out his duties. Mr. Mozenter has complained that his time is “wasted” by Mrs. Buffett and that she treats him as “just a bookkeeper.” He has even said his time is “much better spent on other things” rather than speaking to Mrs. Buffett—again, his co-trustee and the sole current beneficiary of the Marital Trust. It would not serve the best interests of Mrs. Buffett to leave Mr. Mozenter in place as independent co-trustee when he has admitted he is not capable of working with Mrs. Buffett on his administration of the Marital Trust.

101. Removing Mr. Mozenter is consistent with the material purpose of the Trust. The Marital Trust was created for the “primary benefit” of Mrs. Buffett and it instructs the trustee to give “primary regard for the best interests of the settlor’s wife [Jane Buffett], rather than for remainder or other successor interests.” Art.VI(A). That purpose is best served by replacing Mr. Mozenter with a different independent co-trustee.

102. A suitable co-trustee or successor trustee is available, including Daniel Neidich, who has agreed to serve without compensation. Mr. Neidich is the Chief Executive Officer of Dune Real Estate Partners, which invests capital on behalf of a broad range of public and private pension funds, sovereign wealth funds, educational endowments, other large institutions and high net-worth investors. He spent twenty-five years at Goldman Sachs, where he was a member of the firm's Management Committee, Vice Chairman's Council, co-head of the Merchant Banking Division, and Chairman of the Whitehall Investment Committee. Under his leadership, the Whitehall Funds raised over \$12 billion of total equity and purchased over \$50 billion of real estate interests worldwide.

COUNT TWO

Removal of Trustee for Lack of Cooperation Among Cotrustees

(Florida Stat. § 736.0706(2)(b))

103. Mrs. Buffett repeats and realleges the allegations set forth in paragraphs 1 through 94 as if fully set forth herein.

104. The Declaration of Trust provides that the Marital Trust shall be administered in accordance with Florida law. Art.XVI.

1 105. Florida Statute § 736.0706(2)(b) allows a court to remove a trustee if “[t]he lack of
2 cooperation among cotrustees substantially impairs the administration of the trust.”

3 106. As set forth above, Mr. Mozenter has consistently failed to cooperate with
4 Mrs. Buffett. For 19 months, Mr. Mozenter resisted providing Mrs. Buffett with financial
5 information she requested about the Marital Trust, including the income projections she needed in
6 order to understand the trust’s financial condition (and her own). Mr. Mozenter also has barely
7 considered the views of Mrs. Buffett on substantive decisions about managing the Marital Trust’s
8 assets. For example, he has refused to sell a vacation property in the Bahamas owned by the
9 Marital Trust, even though it is rarely used by Mrs. Buffett and costs more than \$300,000 a year
10 to operate. He also refused to provide any considered justification for that decision, even after
11 Mrs. Buffett expressed her disagreement with his decision and asked why he was making it.

12 107. Mr. Mozenter has further hindered cooperation between the trustees by acting in an
13 unprofessional and unnecessarily combative manner toward Mrs. Buffett. Mr. Mozenter admits
14 he is “not able to have one productive conversation with Jane about any topic.” He complains that
15 his time is “wasted” by Mrs. Buffett and that she treats him as “just a bookkeeper.” He has even
16 accused Mrs. Buffett of harassment and defamation. At this point, there is no realistic hope that
17 cooperation between the co-trustees will improve.

18 108. Mr. Mozenter’s failure to cooperate with Mrs. Buffett has substantially impaired
19 the administration of the Marital Trust. The Declaration of Trust instructs Mr. Mozenter to act
20 with “primary regard for the best interests of” Mrs. Buffett, including by paying quarterly
21 distributions of net income. Art.VI. As of February 2025, Mr. Mozenter projected that the Marital
22 Trust would fall short of covering Mrs. Buffett’s expenses by millions of dollars. By withholding
23 financial information about the Marital Trust, Mr. Mozenter has prevented Mrs. Buffett, his
24 co-trustee, from meaningfully interpreting those projections or offering real input on the Trust’s
25 investments.

26 109. Mr. Mozenter has also substantially impaired the administration of the Marital
27 Trust by refusing to involve Mrs. Buffett in decision-making. Mr. Mozenter unilaterally declined
28 to discuss the Marital Trust’s investments with Iconiq without even discussing the issue with

1 Mrs. Buffett, his co-trustee. Moreover, Mr. Mozenter’s admitted inability to have “one productive
2 conversation with [Mrs. Buffett] about any topic” necessarily impairs the administration of the
3 Marital Trust, as Mrs. Buffett is the sole co-trustee.

4 **COUNT THREE**

5 **Removal of Trustee for Unfitness, Unwillingness, or Persistent Failure to Administer the**
6 **Trust Effectively**

7 **(Florida Stat. § 736.0706(2)(c))**

8 110. Mrs. Buffett repeats and realleges the allegations set forth in paragraphs 1 through
9 94 as if fully set forth herein.

10 111. The Declaration of Trust provides that the Marital Trust shall be administered in
11 accordance with Florida law. Art.XVI.

12 112. Florida Statute § 736.0706(2)(c) allows a court to remove a trustee if, “[d]ue to the
13 unfitness, unwillingness, or persistent failure of the trustee to administer the trust effectively, the
14 court determines that removal of the trustee best serves the interests of the beneficiaries.”

15 113. As set forth above, Mr. Mozenter is unfit and unwilling to administer the Marital
16 Trust, which was created for the “primary benefit” of Mrs. Buffett. Mr. Mozenter has been
17 instructed to act with “primary regard for the best interests of” Mrs. Buffett. But he has admitted
18 that he is “not able to have one productive conversation with [Mrs. Buffett] about any topic.”
19 Moreover, he believes his time is “wasted” by Mrs. Buffett and that it would be “much better spent
20 on other things.” Mr. Mozenter’s inability or unwillingness to communicate professionally with
21 Mrs. Buffett prevents him from administering the Trust effectively.

22 114. Mr. Mozenter also has persistently failed to administer the Trust effectively. The
23 Declaration of Trust instructs Mr. Mozenter to act with “primary regard for the best interests of”
24 Mrs. Buffett, including by paying quarterly distributions of net income. As of February 2025,
25 Mr. Mozenter projected that the Marital Trust would fall short of covering Mrs. Buffett’s expenses
26 by millions of dollars. By withholding financial information about the Marital Trust,
27 Mr. Mozenter has prevented Mrs. Buffett, his co-trustee and the sole current beneficiary, from
28 meaningfully interpreting those projections or offering real input on the Trust’s investments.

1 Mr. Mozenter has further failed to administer the Trust effectively by refusing to involve
2 Mrs. Buffett in decision-making. Mr. Mozenter unilaterally declined to discuss the Marital Trust's
3 investments with Iconiq without even discussing the issue with Mrs. Buffett, his co-trustee and the
4 sole current beneficiary.

5 115. Removal of the trustee best serves the interests of Mrs. Buffett, the sole current
6 beneficiary. Mr. Mozenter can be replaced by a new independent co-trustee who is fit and willing
7 to administer the Marital Trust.

8 **COUNT FOUR**

9 **Removal of Trustee for Serious Breach of Trust**

10 **(Florida Stat. § 736.0706(2)(a))**

11 116. Mrs. Buffett repeats and realleges the allegations set forth in paragraphs 1 through
12 94 as if fully set forth herein.

13 117. The Declaration of Trust provides that the Marital Trust shall be administered in
14 accordance with Florida law. Art.XVI.

15 118. Florida Statute § 736.0706(2)(a) allows a court to remove a trustee if "[t]he trustee
16 has committed a serious breach of trust."

17 119. As set forth above, Mr. Mozenter has committed a serious breach of trust.
18 Specifically, Mr. Mozenter has violated Florida Statute § 736.0813(e), which provides that "[u]pon
19 reasonable request, the trustee shall provide a qualified beneficiary with relevant information about
20 the assets and liabilities of the Trust and the particulars relating to administration."

21 120. Mr. Mozenter failed to promptly provide information related to administration of
22 the Marital Trust when requested. For 19 months, Mr. Mozenter resisted providing Mrs. Buffett
23 with financial information she requested about the Marital Trust, including the income projections
24 she needed in order to understand the Trust's financial condition (and her own).

PERSONS ENTITLED TO NOTICE

NAME AND ADDRESS	AGE	RELATIONSHIP
Richard A. Mozenter 1880 Century Park East, Ste, 1600 Los Angeles, CA 90067	Adult	Co-Trustee

PRAYER FOR RELIEF

WHEREFORE PETITIONER respectfully requests that the Court enter judgment in her favor and against Mr. Mozenter for the following relief:

- a) Remove Mr. Mozenter as co-trustee of the Marital Trust and appoint an independent third party co-trustee in his place;
- b) Award Petitioner her reasonable attorneys' fees and costs; and
- c) Award such other relief as this Court may deem just and proper.

Dated: June 3, 2025

/s/Adam S. Paris

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VERIFICATION

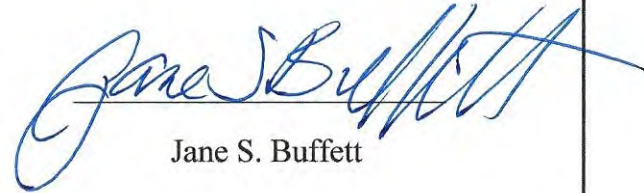
STATE OF NEW YORK, COUNTY OF SUFFOLK

I have read the foregoing **PETITION FOR REMOVAL OF TRUSTEE** and know its contents.

I am the Plaintiff in this action. The matters stated in the foregoing document are true of my own knowledge except as to those matters which are stated on information or belief, and as to those matters I am informed and believe they are true.

Executed on June 2, 2025, at Sag Harbor, New York

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


Jane S. Buffett