



Estate Helper

July 17, 2026

John Doe
9870 Research Drive
Irvine, California 90268

Re: John Doe Last Will and Testament

Dear John Doe,

Thank you for choosing Estate Helper to prepare your Last Will and Testament. For your benefit, we are including instructions for working with independent witnesses so that your document will be valid under the law in the State of California.

Your Last Will and Testament is the central document that provides the probate court with instructions for administering and disposing of your estate. This document identifies your beneficiaries and sets forth the dollar amounts, percentages, or specific property each beneficiary will receive.

Because you have children, this document also nominates guardians for any of your minor children.

If your estate exceeds the minimum threshold for the probate process in California, your estate will go through the court process; your wishes will be carried out by this document.

After printing your Last Will and Testament, you need to sign it in front of two (2) independent witnesses who will fill in their information and sign after you sign, so that the document will be considered legally valid by the courts in California.

Independent witnesses must not be related to you by blood or marriage and must not be receiving any bequest or inheritance from your estate. Both witnesses must be present in the same room with you, at the same time, and watch you sign the document. We recommend that you tell each witness that you are signing your Last Will and Testament. Then each witness must sign the document and witness the other witness signing as well.

Please follow all instructions carefully so that your document is valid under the law. Any amendments must be made and executed with the same formalities as your original Last Will and Testament.

If you have any legal questions or would like the advice of an estate planning attorney licensed in California, you may contact an attorney of your choice.

If you need to update your documents in the future or make any changes, please contact customer service. Updates and changes made after 30 days from receiving your documents are subject to an update fee.

Please contact us with any questions at contact@estatehelper.com.

Estate Helper

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LAST WILL AND TESTAMENT

of

John Doe

ARTICLE ONE

DECLARATION

I, John Doe, a resident of Orange County, California, being of sound mind and memory, do hereby make, publish, and declare this to be my Last Will and Testament, hereby revoking all former Wills and Codicils made by me.

ARTICLE TWO

PERSONAL INFORMATION

2.01 Marital Status. I am married to Jane Doe and all references in this Will to my spouse are to Jane Doe.

2.02 Living Children. I have two living children as follows:

Joe Doe born on January 6, 2021

Jack Doe born on January 1, 2023.

For purposes of this instrument, each beneficiary and/or child will be treated independently from any other beneficiary and/or child, and some beneficiaries and/or children may receive extremely different amounts or no amount at all. This is not a misunderstanding of the Testator; the structure of this estate plan is intended to provide for the beneficiaries and/or children described throughout this instrument accordingly.

2.03 County of Residency. I am a resident of Orange County, California.

2.04 Revocation of Previous Wills. I hereby revoke any previous Wills or codicils that I have created during my lifetime, and it is my intention that this Will and any future codicils to this Will shall solely govern the administration of my probate estate.

ARTICLE THREE

BEQUESTS

3.01 Specific Bequests. I hereby give the following property to the specific beneficiaries named below.

- (a) Cash to Joe. If Joe predeceases the Settlor, then the specific bequest to Joe shall lapse.

3.02 Remaining Property. Any remaining property that has not otherwise been disposed of by the above provisions shall be distributed pursuant to the article below entitled "Remainder of Estate."

ARTICLE FOUR

REMAINDER OF ESTATE

4.01 Distribution of Tangible Personal Property. I hereby give all of my tangible personal property to my children in equal shares. It is my intention by this section to govern the disposition of any tangible personal property that I own at my death, including but not limited to my furniture, clothing, photographs, books, jewelry, and any and all other items of a personal nature that I owned as of my date of death.

4.02 Bequest of Remainder of Estate. I give all of my remaining property that has not otherwise been disposed of by other estate planning documents or this Will to the following people in the following percentages:

- (a) Joe Doe shall receive 50 percent of the remaining assets of the estate.
- (b) Jack Doe shall receive 50 percent of the remaining assets of the estate.

If any person named above predeceases me, then that person's share as set forth above shall be handled in the following manner:

- (a) First, divided in proportional shares between the Settlor's surviving non-charitable beneficiaries and added to their other shares set forth in this trust, if any, and administered either with the beneficiary's other share or alone for the benefit of the beneficiary as set forth herein; and if any property is not disposed of under this option; then
- (b) Second, to the predeceased beneficiary's issue by right of representation; and if any property is not disposed of under this option; then
- (c) Third, distributed to the surviving spouse of the predeceased beneficiary; and if any property is not disposed of under this option; then
- (d) Fourth, to the beneficiaries named under the article entitled "Remote Beneficiaries" set forth below.

4.03 Tax Elections. I direct my Executor, named herein, to follow any instructions contained in this Will with respect to any Tax Election that may be made after my death.

4.04 Payment of Estate Taxes. All estate taxes assessed against property in my estate or against my beneficiaries shall be paid in the manner set forth in the California Probate Code.

ARTICLE FIVE

REMOTE BENEFICIARIES

5.01 Ultimate Beneficiary. If at any time a bequest, gift, or portion of the estate has no named beneficiary, then that portion of the estate shall be distributed outright to my heirs at law, as determined under the laws of the State of California.

ARTICLE SIX

APPOINTMENTS AND POWERS

6.01 Appointment of Executor. I appoint Jane Doe to serve as Executor hereunder.

6.02 Appointment of Successor Executor. I appoint to serve as Executor hereunder when fails to qualify as Executor, ceases to serve as Executor, or becomes incapacitated as defined in this document.

6.03 General Powers of Executor. My Executor shall have all powers now or hereafter conferred on executors by law, except as otherwise provided in this Will, including any powers specifically set forth in this Will which are beyond those granted to executors under the California Probate Code.

6.04 Independent Administration. My Executor shall have full authority to administer my estate under the Independent Administration of Estates Act.

6.05 Requirement of Bond. My Executor shall not be required to post a bond before acting as Executor under this Will. This waiver shall apply whether or not the estate is being administered under the Independent Administration of Estates Act as set forth above.

6.06 Compensation of Executors. My Executor shall be compensated in the manner set forth in the California Probate Code for Executors for standard services and may request extraordinary fees for any work that is done outside of the normal scope of an Executor. A corporate Executor shall be compensated by agreement with the corporate Executor or in accordance with its fee schedule as in effect at the time of the services rendered as the Executor.

6.07 Accountings. My Executor shall not be required to render to any court annual or other periodic accounts, or any inventory, appraisal, or other returns or reports, except as required by California state law.

6.08 Resignation of Executor. Any Executor may resign at any time with Court approval. In the event that the Executor resigns then the Court shall determine which of the nominated successor Executors shall act as the successor Executor.

6.09 More than One Acting Executor. If at any time there are two or more acting Executors, the Court shall determine whether they shall act unanimously or independently.

6.10 Liability of Executor. No Executor shall be liable to anyone for anything done or not done by any other Executor.

6.11 Waiver of Executor Conflict of Interest. The fact that an Executor, or the parent company of one of my advisers who is serving as an Executor, is active in the investment business shall not be deemed a conflict of interest, and purchases and sales of investments may be made through a corporate Executor or through any firm of which a corporate or individual Executor is affiliated in any manner. Property of the estate may be invested in any kind of investments or offerings by any such Corporate Executor or Firm affiliated with the Executor, and any such investment of estate assets shall not be deemed to be a conflict of interest.

6.12 Power to Invest. My Executor shall have the power to invest estate funds in any kind of real or personal property, as my Executor deems advisable.

6.13 Distribution in Cash or in Kind. In order to satisfy a pecuniary gift or to divide or distribute assets into shares, my Executor may distribute assets in kind, or distribute partial interests in assets, or sell all or any part of those assets and distribute the resulting cash.

6.14 Power to Retain Estate Assets. I authorize my Executor, at the Executor's sole discretion, to retain any property of my estate for as long as the Executor considers appropriate. The Executor shall not be liable for any loss incurred by my estate for retaining such property.

6.15 Power to Sell Assets. I authorize my Executor to sell all or any part of the real or personal property of my estate at public or private sale, with or without notice, as the Executor at the Executor's discretion considers necessary for the proper administration and distribution of my estate.

6.16 Power to Lease. I authorize my Executor to lease all or any part of the real or personal property of my estate on such terms as the Executor shall determine at the Executor's sole and absolute discretion.

6.17 Power to Make Distributions for the Benefit of Minors or Incompetents. If at the time that any distribution is to be made from my estate to a minor or to a person who is under any other legal disability, the Executor is empowered to distribute the property to any of the following individuals on behalf of the incapacitated beneficiary: (a) a legally appointed guardian or conservator of the estate of the beneficiary; or (b) if the beneficiary is a minor, to the minor's parent or custodian under any applicable Uniform Transfer to

Minors Act, provided that if no custodian is then in existence, the Executor is empowered to designate a custodian for this purpose from among those persons then qualified to serve.

6.18 Power to Pay Debts. I authorize my Executor to pay out of estate assets any and all debts, expenses, liabilities, and any other obligation that I had during my life or that is incurred by my estate.

ARTICLE SEVEN

GUARDIANS

7.01 Nomination of Guardians. If a guardian of the person, estate, or person and estate is necessary for any minor child, I nominate Shawn Smith as guardian(s). These guardian(s) are also appointed by me to serve as the interim guardian(s) who shall care for the children from the time of my death to the time that they are officially appointed as the guardian(s) of my minor child or children.

7.02 Nomination of Successor Guardians. If the named guardian(s) are ever unwilling or unable to serve as guardian(s), then I nominate Sarah Smart to serve as successor guardian(s).

7.03 Waiver of Bond. No bond shall be required of any guardian nominated in this Will.

7.04 Independent Powers for Guardian of Estate. Any guardian of the estate of any minor child of mine shall be granted all the powers listed in California Probate Code section 2591, or any successor section, without a showing of the necessity of such powers to the Court.

7.05 Broad Powers for Guardian of the Person. Any guardian of the person of any minor child of mine shall be granted the same authority with respect to the person of my child as a parent having legal custody would have and be able to exercise such authority without any kind of court action or notice.



ARTICLE EIGHT

MISCELLANEOUS PROVISIONS

8.01 Disinheritance of Omitted Heirs. Except for those people provided in this Will, I have intentionally and with full knowledge intended to not provide for any of my heirs.

8.02 Severability Clause. If any provision of this Will is unenforceable, the remaining provisions shall remain in full effect.

8.03 No-Contest Clause. If any beneficiary of this Will contests the validity of this Will or attacks any of the bequests or gifts described inside by court action or any other manner, then it is my intention that the contesting or attacking beneficiary be treated as though they and their heirs and issue have predeceased me for purposes of receiving any kind of beneficial interest from my estate. Under California law the following actions under California Probate Code section 21311 are the only types of attacks that will trigger this no-contest clause, and it is my intention that this clause be used by my executor to the fullest extent under the laws of the State of California to give an incentive to my heirs to avoid any kind of legal conflicts. The specific types of attacks or conflicts that are set forth in California Probate Code section 21311 are:

- (a) A direct contest that is brought without probable cause.
- (b) A pleading to challenge a transfer of property on the grounds that it was not the transferor's property at the time of the transfer. A no-contest clause shall only be enforced under this paragraph if the no-contest clause expressly provides for that application.
- (c) The filing of a creditor's claim or prosecution of an action based on it. A no-contest clause shall only be enforced under this paragraph if the no-contest clause expressly provides for that application.

Probable Cause is defined in California Probate Code section 21311 as follows: probable cause exists if, at the time of filing a contest, the facts known to the contestant would cause a reasonable person to believe that there is a reasonable likelihood that the requested relief will be granted after an opportunity for further investigation or discovery.

My executor is hereby instructed to use any or all of my estate assets to defend any kind of contest or attack from any of the beneficiaries, and any such expenses shall be first allocated to and deducted from the share of the estate that would otherwise go to the beneficiary who is bringing the contest and/or attack.

8.04 Gender and Number. Except when the context in this Will requires otherwise, the singular includes the plural, and the masculine gender includes the feminine and the neuter when referring to executors, trustees, guardians, or custodians.

8.05 Headings. Clause headings are for convenience and reference only and shall not be used to interpret the provisions of this Will.

8.06 Simultaneous Death. If any beneficiary under this Will and I die simultaneously, or if it cannot be established by clear and convincing evidence whether that beneficiary or I died first, then the bequest shall be construed based upon the presumption given under California law regarding simultaneous death. If the presumption does not resolve the question, then I shall be deemed to have survived that beneficiary, and this Will shall be construed accordingly.

8.07 Definition of Incapacity. As used in this Will, incapacity or incapacitated means a person operating under a legal disability, such as a duly established conservatorship, or a person who is unable to do either of the following:

- (a) provide properly for that person's own needs for physical health, food, clothing, or shelter; or
- (b) manage substantially that person's own financial resources, or resist fraud or undue influence. The determination of incapacity shall be made by the Executor during probate administration.

8.08 Choice of Law. All questions concerning the validity and interpretation of this Will, including any trusts created by this Will, shall be governed by the laws of the State of California in effect at the time this Will is executed.

8.09 Definition of Children. Whenever this instrument uses the term child or children, unless otherwise stated in the context of the term, the term shall include any adopted children that I have legally adopted during my lifetime. Any children born or adopted after the execution of this document shall also be included in the definition of child or children as used herein.

Executed on _____, 20____.

John Doe

On the date written above, we, the undersigned, each being present at the same time, witnessed the signing of this instrument by John Doe, who declared to us that this instrument was the Last Will and Testament of John Doe. At that time, John Doe appeared to us to be of sound mind and memory and, to the best of our knowledge, was not acting under fraud, duress, menace, or undue influence. Understanding this instrument, which consists of 9 pages, including the pages on which the signature of John Doe and our signatures appear, to be the Will of John Doe we subscribe our names as witnesses hereto.

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

Executed on _____, 20____.

Witness #1 (signature)

Witness Name (printed)

Address

City, State, Zip

Witness #2 (signature)

Witness Name (printed)

Address

City, State, Zip

