

SAN BERNARDINO COUNTY  
EMPLOYEES' RETIREMENT ASSOCIATION  
BOARD OF RETIREMENT

In the Matter of:

DIANA FULLER,

Applicant

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Retiree/Decedent: Emmett Flowers, Jr.

Claimant: Lakeisha Butler

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) SBCERA File No. 21-1321-001PL

) Proposed Findings of Fact and  
) Conclusions

**BACKGROUND**

This matter arose as a dispute over the competing survivor benefits of Emmett Flowers, Jr., who retired from SBCERA in 2007 and died on February 26, 2024.

The evidence indicates that on January 26, 2007, Mr. Flowers filled out his SBCERA retirement application. He elected [REDACTED]—and designated Diana Fuller as his beneficiary.<sup>1</sup> He designated Ms. Fuller, and described her as his “friend” on the Application.<sup>2</sup> (Ex. 02-001.)

SBCERA indicates that it began paying Mr. Flowers a retirement allowance on April 30, 2007.<sup>3</sup>

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<sup>1</sup> Exhibit 01-001; Exhibit 02-001.


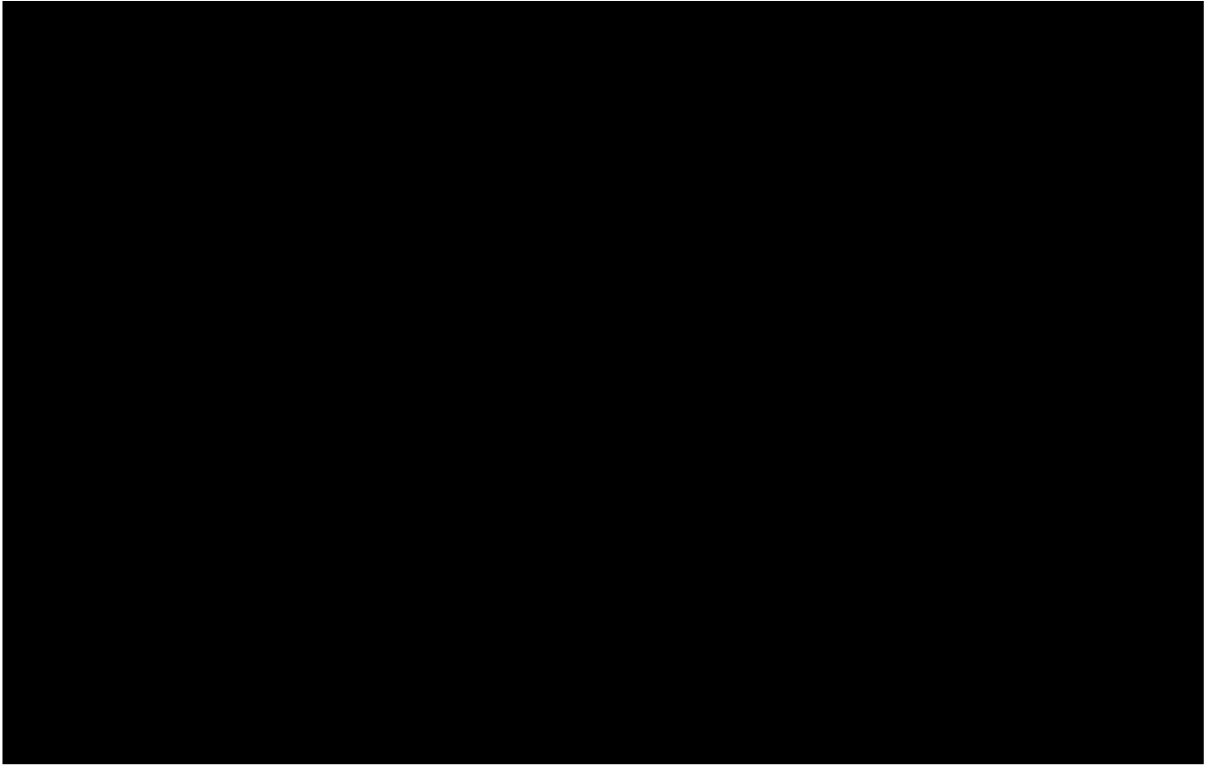
<sup>2</sup> Exhibit 02-001.

<sup>3</sup> Exhibit 36-002 ¶ 6 [Declaration of Christina Heise Cintron.]

The relationship between Mr. Flowers and Ms. Fuller began in the 1990's. Based on the preponderance of the evidence, the two were in a committed relationship at the time of his retirement even though they were not married.<sup>4</sup>

They moved in together in 2011, and stayed at Mr. Flowers's single family residence located at [REDACTED] They lived there together until 2023.

The evidence indicates that Mr. Flowers began experiencing health symptoms, including [REDACTED] Various medical records note a diagnosis of [REDACTED]



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<sup>4</sup> See Exhibit 35 [Fuller Deposition at pg.12:5-21.]

<sup>5</sup> Exhibit 35 [Fuller Deposition at pg.13.]

<sup>6</sup> Exhibit G at pg. 2993.

<sup>7</sup> Exhibit G at pg. 2994.

<sup>8</sup> Exhibit G at pg. 3330, 3305.

<sup>9</sup> Exhibit G at pg. 3345.

On May 30, 2023, Mr. Flowers came to SBCERA's office in person, accompanied by Lakeisha Butler, who introduced herself as Mr. Flowers's granddaughter.<sup>10</sup> During the meeting, Ms. Butler related a series of abuses that Ms. Fuller was allegedly perpetrating against Mr. Flowers, including alleged feeding abuses, underhydrating, overheating, overmedicating and isolation. Ms. Butler and Mr. Flowers submitted a revised Beneficiary Designation form—filled out in Ms. Butler's handwriting—that designates Ms. Butler as Mr. Flowers's beneficiary.<sup>11</sup> The Beneficiary Designation form identified Ms. Butler as Mr. Flowers's "granddaughter". Ms. Butler included allegations of elder abuse as the rationale for the change.<sup>12</sup>

There is clear and convincing evidence, as well as Ms. Butler's admission, that she is not the granddaughter of Mr. Flowers despite her representations to medical providers and SBCERA.

In its brief, SBCERA states:

In a November 2, 2023 letter, SBCERA informed Ms. Fuller of its determination that she was no longer an eligible beneficiary of Mr. Flowers. (Ex. 22-001.) In that letter, SBCERA also informed Ms. Fuller that she could appeal that determination. (*Id.*) On December 18, 2023, Ms. Fuller submitted a letter appealing SBCERA's determination. (Ex. 31-001; Ex. 36-005 [Cintron Decl. ¶ 23].)<sup>13</sup> In that letter, she stated that Mr. Flowers [REDACTED] (Ex. No. 31-001.). She also stated that she had been in a committed romantic relationship with Mr. Flowers for the last 27 years, a span that would have included Mr. Flowers's designation of Ms. Fuller as his beneficiary in 2007. (*Id.*) Additionally, Ms. Fuller claimed that Ms. Butler had recently inserted herself into Mr. Flowers's life to make fraudulent changes to certain of Mr. Flowers's legal and financial affairs. (*Id.*)...

Mr. Flowers died on February 26, 2024. (*Id.* [Cintron Decl. ¶ 26]; Ex. 30-001.) SBCERA was first informed of Mr. Flowers' death on March 14, 2024, when his former spouse, Marlene Flowers, left a voicemail with SBCERA to report his passing. (Ex. 36-006 [Cintron Decl. ¶ 28].) Similarly, on March 25, 2024, Joanne Johnson, Mr. Flowers' sister, called SBCERA to report the death of her brother. (*Id.*) Ms. Butler did not report Mr. Flowers's death to SBCERA until April 5, 2024, when she left a voicemail with Ms. Crook, again referring to herself as Mr. Flowers's granddaughter. (*Id.* [Cintron Decl. ¶ 30].)

Before Mr. Flowers's death, Ms. Crook regularly received emails from the email address [REDACTED] purporting to be from Mr. Flowers. (Ex. 36-005 [Cintron Decl. ¶ 25].) These emails urged Ms. Crook and SBCERA to immediately process the change to Mr. Flowers's option election. (*Id.*; Exs. 23-001, 24-001.) SBCERA continued to receive emails from this address purporting to be from Mr. Flowers after his death; these emails, using increasingly

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<sup>10</sup> Exhibit 36 [Cintron Declaration at ¶7].

<sup>11</sup> Exhibit 36-003 [Cintron Decl. ¶ 8]; Exhibit 17-001.

<sup>12</sup> Exhibit 36-003 [Cintron Decl. ¶ 8.]

<sup>13</sup> In the notice of assignment to the Hearing Officer, SBCERA indicated that the notice of appeal by Ms. Fuller was dated 11/29/2023.

urgent language, demanded that the change in retirement option be immediately processed. (Exs. 25-001 [February 26, 2024 request for status update]... After learning of Mr. Flowers's death, SBCERA formally flagged Mr. Flowers's account with a fraud alert. (Ex. 36-006 [Cintron Decl. ¶ 29].)<sup>14</sup>

Hearing Officer Duane E. Bennett was appointed to conduct this fact-finding proceeding given Ms. Fuller's appeal. No administrative hearing was conducted in this matter. Instead, the parties conducted video depositions of Elliot Flowers (Mr. Flowers's son), Diane Fuller and Lakeisha Butler with the Hearing Officer in attendance. The depositions presented the Hearing Officer with an opportunity to observe the live testimony, and the ability to personally assess the credibility of all witnesses in this critical proceeding.

The Applicant Diane Fuller was represented in this matter by Jason L. Gaudy, Esq. and Daniel B. Burbott, Esq., Gaudy Law, Inc. The Claimant Lakeisha Butler was represented by Michael P. Newman, Esq., Law Office of Michael P. Newman. SBCERA was represented by Ashley K. Dunning, Esq. and Alexander Westerfield, Esq., Nossaman LLP.

The complete administrative record, including briefs, arguments, medical reports, declarations and depositions were submitted to the Hearing Officer for decision and recommendation on February 28, 2025.

### **SUMMARY OF SELECTED EXHIBITS**

#### *APPLICANT DIANA FULLER'S SELECTED EXHIBITS*

1. Exhibit B: 2007 Designation of Diana Fuller as Beneficiary
2. Exhibit C: May 2, 2019 Designation of Diana Fuller as Power of Attorney
3. Exhibit D: May 2, 2019 Designation of Diana Fuller for Purposes of Health Care Directive
4. Exhibit E: May 2, 2019 Designation of Diana Fuller and Everett Flowers as Executors to Will

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<sup>14</sup> SBCERA Brief at pg. 7.



5. Exhibit F: May 2, 2019 Designation of Diana Fuller as Beneficiary and “Trustor’s Friend”:

The family trust gave to Ms. Fuller, “[REDACTED] subject to any mortgages, liens, and encumbrances on the property.”

Other beneficiaries included children Sheila, Eric, Everett and Elliot Flowers; and grandchildren Quynon, Sloan and Quyonna Flowers and Peyton George.

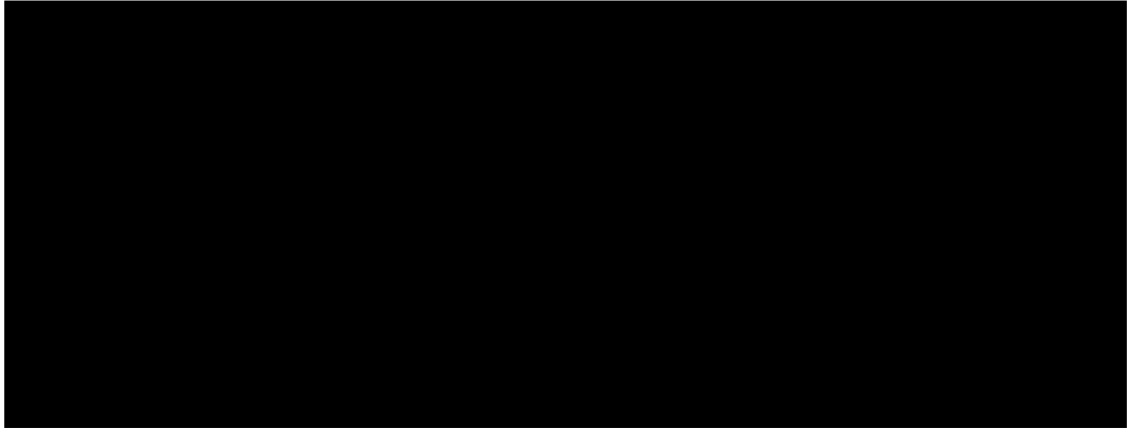
Under “Fundamental Distribution,” the trust lists Diana Fuller – “Trustor’s Friend” as primary. Emmett A. Flowers and Everett Flowers were named as co-trustees. (Pgs. F-17 through 18)

6. Exhibit G: Various [REDACTED] Medical Reports:<sup>15</sup>

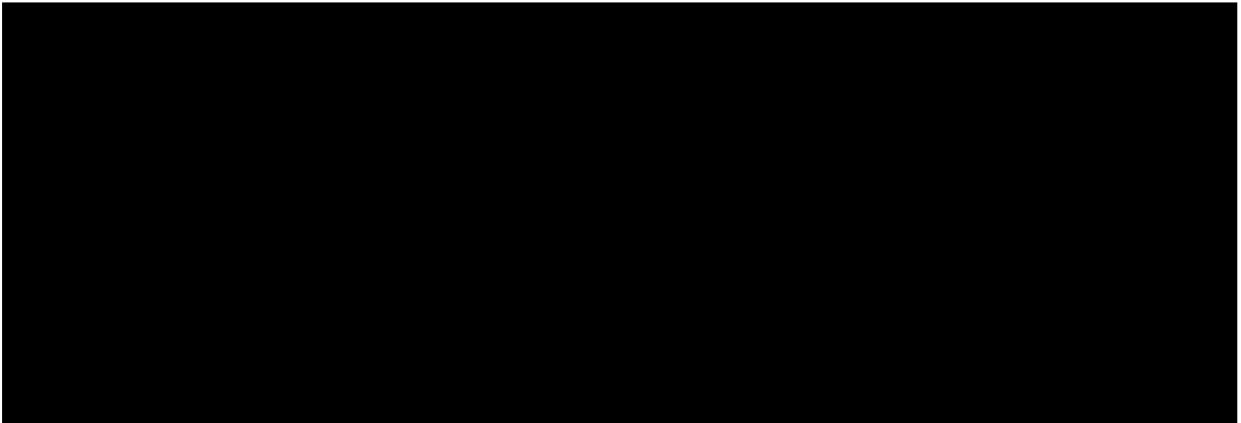


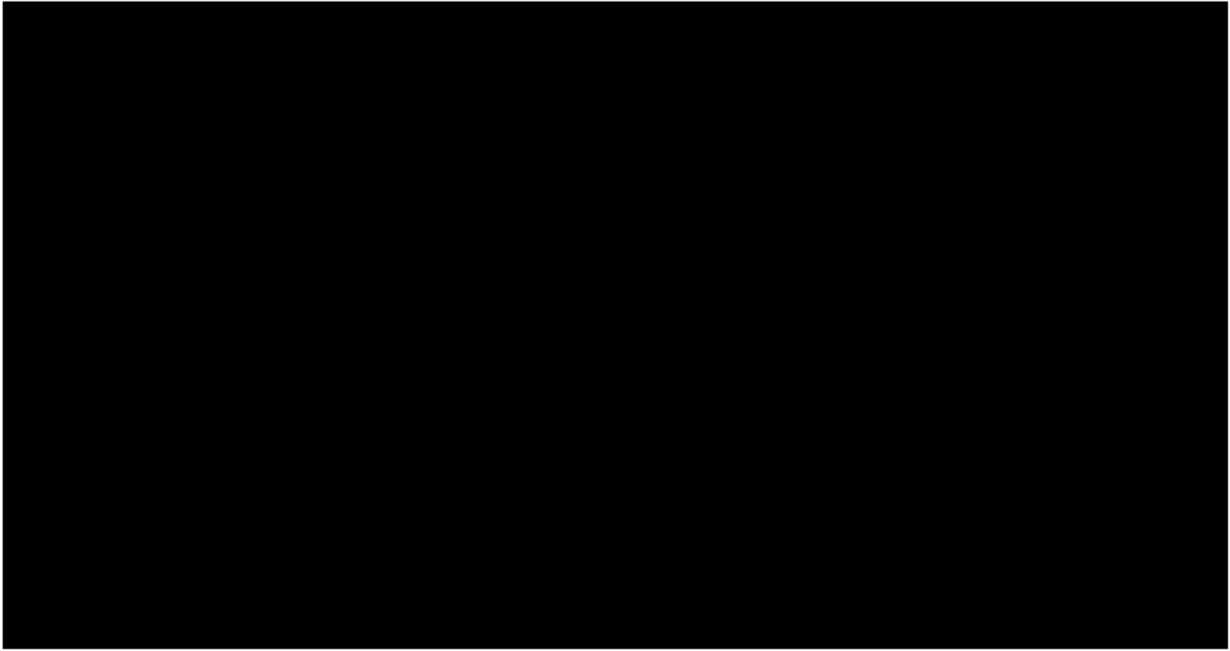
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<sup>15</sup> The Hearing Officer has endeavored to summarize selected medical reports/notes verbatim as best as could be discerned. Therefore, there may be various typographical errors, syntax and sentence structure issues, etc.

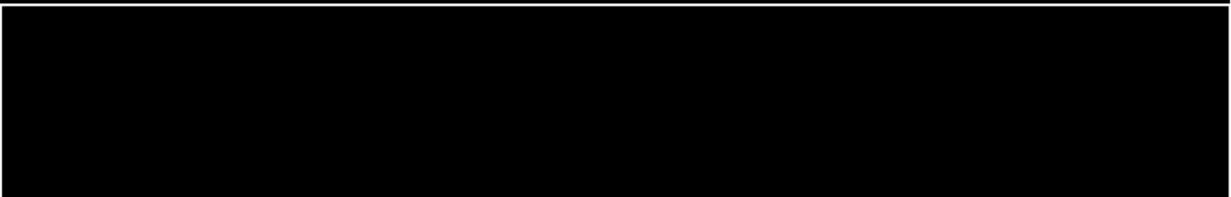
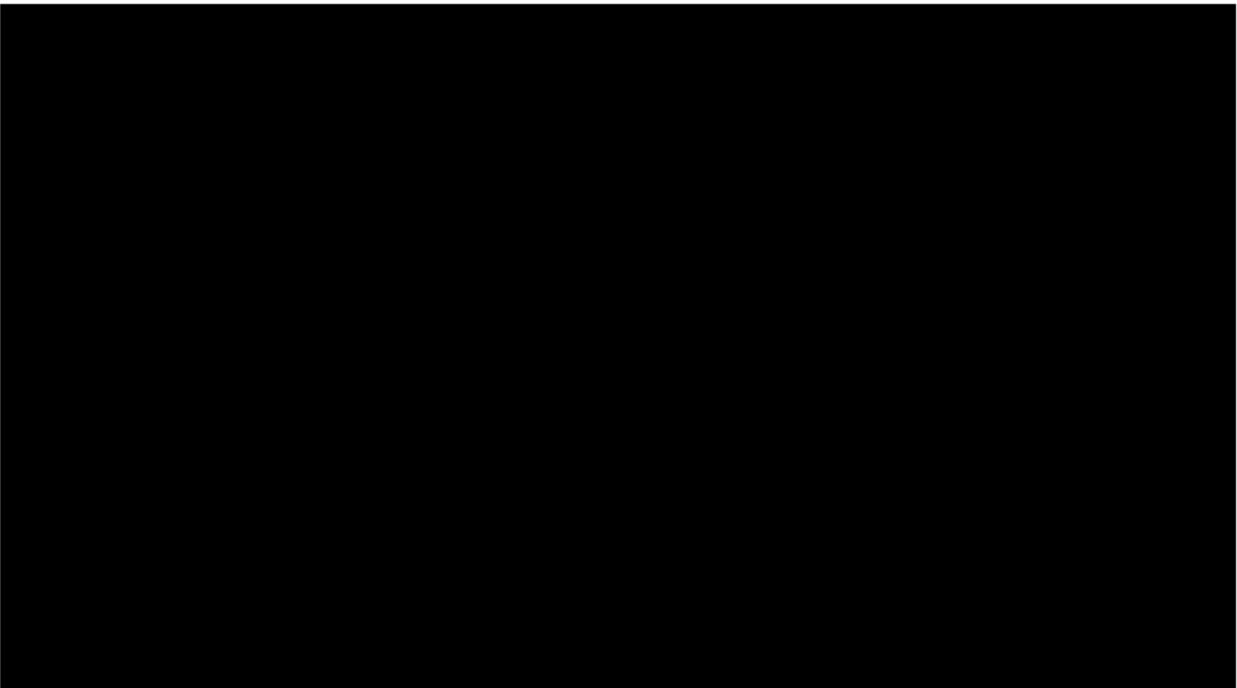


7. Exhibit G:





8. *Exhibit G:* [REDACTED]



9. Exhibit G: [REDACTED]

10. Exhibit I - June 13, 2023 Advance Health Care Directive Designating Lakeisha Butler

11. Exhibit J - June 13, 2023 Power of Attorney Designating Lakeisha Butler

12. Exhibit K - June 13, 2023 Will Designating Lakeisha Butler

13. June 13, 2023 Trust Naming Lakeisha Butler as Successor Trustee

14. Emails from Leisha Butler purportedly on behalf of Emmett Flowers at Exhibit U, pg. 26001

a) On Feb 20, 2024, at 2:59 PM, Emmett Flowers

[REDACTED] wrote:

Hi I will have my representative send it via fax it today. After fax is sent what's the turn around updated process time frame for my concern to be addressed? I thought this would have been addressed when I came into the San Bernardino office & saw you last, one of my retirement benefits ACH direct deposit payments is missing. I have provided SBCERA with my updated banking info & it's still not resolved. This has been a nightmare for me trying to get someone at your office to assistance me & so the right

thing, considering this is my retirement owed to me. I'm requested this be updated & addressed once paperwork is received by your office. Thank you.  
Emmett Flowers Jr

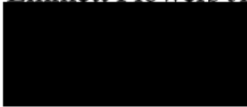
b) On February 28, 2024 3:38 PM

To: Kathleen Crook; Colin Bishop; Christa James  
Emmett Flowers Jr. Example of what I'm stating.

This is an example of what I'm talking about. I have been fighting for my rights since I came in person. I feel this is personal @ this time. Ms. Kathleen is preventing me from trying to address my concerns I'm 88yrs old I'm drained. This is unethical it has to be illegal @ this point. When I came in person with my granddaughter to help me & I gave a verbal & in writing consent for her to help me you've been trying to divide us since 1st point of contact by me. Ms. Crook my granddaughter shouldn't have to see me break down & cry In your office because you demanded to know my reasoning for making the decisions of my choice to change my benefits or whatever I needed to handle. You've humiliated me enough.

You've drugged [sic] this out long enough.

This is taking a toll on my health. When I call your office the ladies are screening the calls. Please do right thing which is respect my request & address my concern as per your title Benefit Manager with the County. As a retiree of the County. I pray you don't do this to another member. I'm requesting that someone address my concerns. ASAP Thank you.  
Emmett Flowers Jr.



*RESPONDENT SDCERA SELECTED EXHIBITS*

*1. Various Emails dated February 20, 2024 purportedly from Emmett Flowers at Bates 23-001-25-002:*

Hi Mrs. Kathleen Crook attached is my Power of Attorney. Please add, and update record. I have a question regarding my ACH PUB EMP RET, SYS. Type: Retirement Benefit Monthly Payment? I haven't received it. I do receive the ACH San Bernardino C pension monthly payment. I came in person to update my Banking Information to prevent any delays. I Received a new Service Retirement Option Selection form & returned it. I have an Appointed Representative to assist me. Please provide an update. Thanking you in advance for your time. Have a great day.

Emmett Flowers Jr.



Hi I will have my representative send it via fax it today. After fax is sent what's the turn around updated process time frame for my concern to be addressed? I thought this would have been addressed when I came into the San Bernardino office & saw you last, one of my retirement benefits ACH direct deposit payments is missing. I have provided SBCera with my updated banking info & it's still not resolved. This has been a nightmare for me trying to get someone at your office to assistance me & so the right thing, considering this is my retirement owed to me. I'm requested this be updated & addressed once paperwork is received by your office. Thank you.

Emmett Flowers Jr  
[REDACTED]

On Feb 20, 2024

Hi Mrs. Kathleen Crook attached is my Power of Attorney. Please add, and update record. I have a question regarding my ACH PUB EMP RET, SYS. Type: Retirement Benefit Monthly Payment? I haven't received it. I do receive the ACH San Bernardino C pension monthly payment. I came in person to update my Banking Information to prevent any delays. I Received a new Service Retirement Option Selection form & returned it. I have an Appointed Representative to assist me. Please provide an update. Thanking you in advance for your time. Have a great day.

2. Deposition Excerpts of Elliot Flowers:

Mr. Flowers confirmed his understanding that his father had [REDACTED]  
He stated that there was no reference to Lakeisha Butler as Mr. Flowers's granddaughter.

Q. So you noted, you know, that Ms. Butler said some number of times, "Remember, I'm your granddaughter. Remember, I'm your granddaughter." Did you ever see anything else to that effect?

A. To that effect, no. But when I started noticing things like her manipulation tactics, if you will, when the judge -- when Diane's lawyer pulled up Lakeisha's record, it stated -- and the judge saw the statement in the documents -- it said that Lakeisha had three different aliases...

(Bates 33-106)

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Q. Okay. And did Lakeisha Butler ever inform you that your father had died?

A. Absolutely not...

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Was there any reason from -- at least from your relationship with your father, why you believed your father would disinherit you? Or is it your understanding that that was something created by somebody else?

A. Lakeisha created that, yes. She forged documents. I saw the paperwork. That's not my father's signature. I saw whatever the paperwork is called when -- when you want to change your will and change a trust when you want to make -- legally when you want to disassemble something you've already put together. It wasn't his signature. I have photographic memory, and it wasn't my father's signature.

(Bates 33-022)

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But Diane lied to me. She told me out of her own mouth, she said my father only left her \$15,000 to pay his taxes. She lied to me. She said -- she said she was going to pay for a lawyer for me.

I talked to that lawyer. And I turned her down. She didn't let me know that she needed me for a bloodline pertaining to my father in this whole case. She needed my blood to show that Lakeisha is not legitimate a granddaughter. Right? So when I said no, she went to my brothers.

But she was lying. I was never told about this hundred thousand dollars' retirement situation. She lied to me. She told me my father left me everything and left her as a coexecutor. I didn't take -- I didn't take her money for a lawyer because I didn't trust her. I don't know if it's true or not because I don't trust -- because Lakeisha is a flat out liar...

Lakeisha forged the will and the trust and gave herself 80 percent. The person she left out of the will was the person that caught her in the act...

(Bates 33-025-026)

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THE WITNESS: Yeah. I just -- I just -- basically you can call it my final thoughts. But with Lakeisha having three different aliases, with her lying, with -- I couldn't bury my father because of her. She burned the body to hide what she has done. It's the fastest way to hide what you've done. She burned the body.



I couldn't -- there's no cemetery for my father. My father was basically like a millionaire and he has no grave for me to visit. I don't know where his urn is at. I don't trust Diane at all, but her, she's way worse. Pertaining to Lakeisha, she's way worse...

(Bates 33-030)

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A. ...Diane, she lied to me thinking that probably I wanted to take the money that my dad said he left for her, but nobody knows anything. The 2018 will is provided that I paid for. But Lakeisha, she's going to burn, and I'm pretty sure she killed my father because there was nothing wrong with him before he died.

She was feeding him every day. Her husband was there lurking in the background checking me out. I don't know if you guys understand the phrase, but mad-dogging me because he knew I saw what was going on. I believe she was putting something in his food or overmedicating him because he died out of nowhere. And she would not tell me -- she didn't tell me about that hospice was there in his final hours there.

When I asked her, "Where is he going," she said she didn't know. She's a liar. She refused to give me information about where his whereabouts were for weeks and still never got back to me. I had to find out for my own.

And for the record, even though I'm on the record, she gave disingenuous information on the death certificate saying my father was never married. My father has been married twice. That's why he has five kids. She put that on there so my mother wouldn't get the last pension my father left for her. She did it on purpose. These are all facts...

(Bates 33-031-33-032)

3. Deposition Excerpts of Lakeisha Butler:

Q. Okay. And are you Mr. Flowers's granddaughter?

A. No, sir.

Q. Did you ever represent yourself as Mr. Flowers's granddaughter to anyone?

A. Yes, sir.

Q. Okay. Why is that?

A. That's what he was referred to me as. Like that's what I know him as my whole life.

Q. When you say your whole life, when did you first meet Mr. Flowers?

A. When I was a child.

Q. Okay. About what year?

A. I was little, sir. So I was -- it was in my -- my -- I was a child...

(Bates 34-011)

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Q. Did anyone ask you to serve as a caretaker for Mr. Flowers?

A. Yes, sir.

Q. And who is that person?

A. Emmett Flowers himself...

(Bates 34-019)

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Q. So did you understand at this point that Ms. Fuller was sharing her residence with Mr. Flowers?

A. At that point?

Q. Yes.

A. Is that what -- is that your question, sir?

Q. Yes. In early 2023.

A. Yes, sir.

Q. And did you understand how this came to be?

A. What do you mean? Can you explain.

Q. What did you understand about the nature of their relationship in early 2023?

A. They were friends.

(Bates 34-025)

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Q. Thank you. And when Mr. Flowers asked you to serve as his caretaker, what generally was the state of his health?

A. He was in good health.

Q. And so did he explain why you thought -- or why he thought he needed a caretaker?

A. Yes, sir.

(Bates 34-027)

\*\*

Q. Okay. Did you understand Mr. Flowers to have an e-mail account at this time?

A. Yes, sir.

Q. And did he communicate with you over e-mail?

A. No, sir.

Q. Do you know when he set up that e-mail account?

A. I do not.

Q. Did you have access to that e-mail account?

A. Do I have access to the e-mail account?

Q. Did you have access to that e-mail account?

A. No, sir. What do you mean when you say do I have access to that e-mail account?

Q. When you were serving as Mr. Flowers's caretaker, were you able to, you know, log into his e-mail account from a computer or a cell phone and see what was in his inbox or send messages from that e-mail account?

A. I can see, yes, sir.

Q. You could see?

A. Yes, sir.

Q. Okay. And could you send messages from that account?

A. Yes, sir.

Q. Did you ever send messages from Mr. Flowers's e-mail account?

A. What do you mean by that?

Q. Did you ever send a message from Mr. Flowers's e-mail account to anybody else?

A. Can you clarify what you mean by that, please.

Q. Did you ever type a message and send it from an e-mail address that was associated with Mr. Flowers and use Mr. Flowers's name and signature? Did you ever use - -

Q. Did you ever assist him in doing it?

A. Yes, sir.

Q. Did you ever do it on your own?

A. No, sir.

Q. Do you know the password to Mr. Flowers's e-mail account?

A. Yes, sir...

(Bates 34-031-032)

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Q. Okay. And did you have access to Mr. Flowers's e-mail account immediately after his death?

A. Yes, sir.

Q. It's your testimony that you don't recall whether or not you sent this e-mail to SBCERA?

A. No, sir. I didn't say that. I said it had to have been me or Aunt Joann. But looking at this e-mail in question, it would have been me.

Q. Okay. And did you identify yourself as someone other than Mr. Flowers?

A. Yes, sir. On there it says Emmett Flowers, Jr.

Q. Yes, it does say Emmett Flowers, Jr.

My question was, did you identify yourself as someone other than Mr. Flowers?

A. Clarify what you mean did I identify --

Q. Is there an indication that this e-mail was not sent by Mr. Flowers?

A. No, sir. There's no indication.

Q. Is there any indication that Mr. Flowers had recently died?

A. Yes, sir. He passed on the 26th.

Q. Yes. Is there any indication in this e-mail, which was sent on February 27th, that Mr. Flowers had recently died?

A. I'm sorry. Repeat your question. I'm sorry. Go ahead.

Q. Looking at this e-mail that was sent on Tuesday, February 27th, 2024, do you see any indication to suggest to anyone who is receiving it that Mr. Flowers had recently died?

A. No, sir.

Q. Okay. And why wouldn't you have noted that while writing this e-mail?

A. My aunt, Joann Johnson, indicated that she had already reached out to SBCERA notifying them of the passing of him...

(Bates 43-053-054)

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Q. Okay. And can you just tell me the date of this e-mail?

A. February 28th of 2024.

Q. And so Mr. Flowers had died by the time this e-mail was sent; correct?

A. Yes.

Q. And do you know who sent this e-mail?

A. Yes, sir. I sent that.

Q. Okay. And did you identify yourself as someone other than Emmett Flowers in this e-mail?

A. No, sir.

Q. Okay. And why not?

A. I had permission to respond -- like send e-mails on his behalf.

Q. And who gave you that permission?

A. His power of attorney. The power of attorney that he created for me...

(Bates 34-055-056)

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Q. Okay. And so do you see kind of halfway down this is an e-mail from [REDACTED]  
Can you tell me when this e-mail was sent.

A. It says March 28th of 2024.

Q. Okay. So Mr. Flowers had been dead for just over a month at that point; correct?

A. Yes, sir.

Q. And do you see the e-mail that was sent? It says, Good day Mr. Colin Bishop! I'm circling back regarding assistance with my concerns. Please provide an update. Thank you."

A. Yes, sir.

Q. And the signature is just Emmett Flowers, Jr.?

A. Yes, sir.

Q. Is there any reference anywhere in this e-mail to it coming from anyone other than Mr. Flowers?

A. No, sir.

Q. Did you write this e-mail?

A. Yes, sir.

Q. And why did you not identify yourself as someone other than Emmett Flowers?

A. Again, it was just in human error on my part because, to my knowledge, I had permission to handle any business affairs that he had on his behalf...

(Bates 34-061)

**4. Deposition Excerpts of Diane Fuller:**

Q. Okay. And did you ever stop living with Mr. Flowers while he was alive?

A. In 2023.

Q. Beginning approximately when?

A. July of 2011.

Q. Okay. And did you ever stop living with Mr. Flowers while he was alive?

A. In 2023.

Q. And so you noted that in 2007 you were in a committed romantic relationship with Mr. Flowers. Can you just tell me how he referred to you?

A. Girlfriend, friend. Girlfriend...

(Bates 35-013)

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Q. And how do you know Ms. Butler?

A. I met her when I was working as a crossing guard. She asked me if she was running late, if she can leave her kids with me, if they can walk to the corner until she can pick them up. Or if she was running real late, if I can take them and she can pick them up from my house...

(Bates 35-015)

\*\*

Q. Okay. And did Ms. Butler have any relationship with Mr. Flowers that preceded you meeting her?

A. No.

Q. Did they ever develop any independent relationship?

A. No.

Q. Did Mr. Flowers ever refer to Ms. Butler as a Granddaughter to you?

A. No...

(Bates 35-016)

\*\*

Q. Okay. And can you tell me what his health was like in 2023?

A. Declining.

Q. And when you say "declining," can you just tell me in what way.



A. [REDACTED]

Q. [REDACTED] is that a formal diagnosis that you understand he received?

A. Yes.

Q. And do you know when he received that diagnosis?

A. I believe it was around 2020...

(Bates 35-018)

5. Declaration of Christina Heise Cintron in Support of Respondent's Fact-Finding Brief

The declaration states, in part:

15) Specifically, SBCERA had determined that, based on the Mr. Flowers's 2007 Beneficiary Designation form identifying Ms. Fuller as a "Friend," Ms. Fuller may not have had an insurable interest in Mr. Flowers's life at the time of that designation and thus may not have been an appropriate beneficiary (the applicable law only allows third persons with an insurable interest in members' lives to be designated as beneficiaries). (SBCERA Ex. 21-001.)

16) SBCERA had also determined that there had been allegations of elder abuse made against Ms. Fuller. (SBCERA Ex. 21-001.)

17) Based on these determinations, SBCERA concluded that there may be a basis to allow Mr. Flowers to update the election of his retirement option and of his beneficiary, and declared the designation of Ms. Fuller to be void. (SBCERA Ex. 21-001.)

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23) On December 18, 2023, SBCERA received an appeal letter from Ms. Fuller. Ms. Fuller stated that Mr. Flowers did not have the capacity to modify the beneficiary designation because he had been diagnosed with [REDACTED] (SBCERA Ex. No 31-001-31-002.) Ms. Fuller further identified the physician who made that diagnosis. Ms. Fuller also stated that she and Mr. Flowers had been living in a committed relationship for the past 27 years, and that Ms. Butler had recently insinuated herself in Ms. Butler's life to make "fraudulent changes to some of [Mr. Flowers's] financial and legal matters."

24) Given the pending appeal and the nature of the claims made by Ms. Fuller, SBCERA did not make any change to Mr. Flowers's monthly retirement allowance, and, later, upon Mr. Flowers's death, did not make any payments to any beneficiary.

25) In February, SBCERA received several emails from the email address

[REDACTED] that purported to be from Mr. Flowers. These emails, in increasingly urgent terms, generally requested that SBCERA immediately process the change in Mr. Flowers's option election.

26) Mr. Flowers died on February 26, 2024.

27) After Mr. Flowers's death, SBCERA continued to receive emails from [REDACTED] demanding that SBCERA immediately process the change in Mr. Flowers's option election.

### **ISSUES**

1. Whether Diane Fuller had an insurable interest in Mr. Flowers's life and retirement benefits when he designated her as his beneficiary in 2007?
2. Whether Lakeisha Butler had an insurable interest in Mr. Flowers's life and retirement benefits when he designated her as his beneficiary in 2023?

### **DISCUSSION AND ANALYSIS**

The gravamen of this matter actually bears on credibility in juxtaposition to the legal standards and medical evidence. Since Mr. Flowers is deceased, the Hearing Officer must evaluate the preponderance of the evidence, drawing inferences from the credibility of deposition testimony submitted.

It is axiomatic that this is not a probate proceeding, and the Hearing Officer is neither a probate court nor probate attorney. Nevertheless , the Hearing Officer analyzes the issue before SBCERA in the context of CERL and the legal framework presented by the parties.

1. Whether Diane Fuller had an insurable interest in Mr. Flowers's life and retirement benefits when he designated her as his beneficiary in 2007?

As argued by the Respondent, SBCERA is governed by the County Employees Retirement Law of 1937, Government Code 31450 et seq. CERL allows members of SBCERA to choose from five different retirement allowance options: unmodified, Option 1, Option 2, Option 3 and Option 4. It is axiomatic that the unmodified option provides the largest monthly amount, with a 60% continuance to a surviving spouse or domestic partner, or to children under a certain age. Options 1 through 4 reduce the member's monthly retirement allowance based on actuarial factors, but also provide lump-sum payments or continuing allowances to anyone with an "insurable interest" in the retiree as a beneficiary.

Insurance Code §10110.1(a) defines insurable interest as "an interest based upon a reasonable expectation of pecuniary advantage through the continued life, health, or bodily safety of another person." In other words, an insurable interest is an insurance term that applies to a person who would benefit from the employee continuing to live.

In discussing an insurable interest in benefits, the Supreme Court offered guidance in *Rudell v. Board of Administration* (1937) 8 Cal.2d 600, and held that marriage where one partner deceased is not a requisite:

"Appellant states several questions in the briefs, but confines the argument solely to the contention that respondent Bertha Rose Rudell, also known as Bertha Rose Teberg was not entitled to said benefits because of the relationship existing between said respondent and the deceased. We find no merit in this contention. Said respondent was the named beneficiary and she was entitled to the money if she had an 'insurable interest' in the life of the deceased. (Sec. 100, State Employees' Retirement Act, Stats. 1933, chap. 473.) There is a conflict of authority in other jurisdictions as to what constitutes an 'insurable interest' in the life of another person, but in this state, that term is defined by statute. Said respondent had an 'insurable interest' in the life of the deceased if she depended upon him in whole or in part for her support. (Subd. 2, sec. 10110, Insurance Code, formerly subd. 2, sec. 2763, Civ. Code.) The evidence on this subject stands uncontradicted. There is no requirement in the statute that the dependency should result from a legal obligation to support and we are of the opinion that the 'insurable interest' mentioned in said subdivision 2 rests solely upon the fact of dependency. This view finds support in the reading of the entire section. Subdivision 3 of that section specifically requires that a 'legal obligation' must exist but there is no similar wording found in subdivision 2 which is under consideration here". (*Rudell v. Board of Administration of State Employees' Retirement System*, 8 Cal.2d 600, 601-02 (Cal. 1937))

There is a preponderance of evidence that Ms. Fuller had a long-term committed relationship with Mr. Flowers, despite not being married. Deposition testimony of Ms. Fuller and Elliot Flowers confirmed the fact that there was a long relationship between the two.

Ms. Fuller testified that her relationship with Mr. Flowers began around 1996, which Elliott Flowers's testimony corroborated.<sup>16</sup> She testified that this relationship was ongoing and that the two were "romantic partners" in 2007, when Mr. Flowers designated her as his beneficiary.<sup>17</sup>

The medical evidence and home care reports summarized herein also reflect the relationship. Moreover, the fact that Mr. Flowers designated Ms. Fuller as his "primary" retirement beneficiary in 2007 is probative. This is especially true since he had several children and grandchildren whom he did not designate as primary to Ms. Fuller. The description of her as his "friend" or "girlfriend" is irrelevant for purposes of this analysis.

On May 2, 2019, and prior to any health diagnosis of [REDACTED] Mr. Flowers appointed Ms. Fuller as his power of attorney, health care directive representative, co-executor to his family trust and beneficiary.<sup>18</sup>

In the May 2, 2019 designation of Ms. Fuller as beneficiary and "Trustor's Friend," The family trust gave to Ms. Fuller: "[REDACTED] subject to any mortgages, liens, and encumbrances on the property."

Under "Fundamental Distribution," the trust lists Diana Fuller – "Trustor's Friend" as primary. Emmett A. Flowers and Everett Flowers were named as co-trustees...<sup>19</sup>

The Hearing Officer finds references to Ms. Fuller in medical records as important factors in regards to the insurable interest determination in this matter.

Medical references provide keen insight regarding the relationship between Ms. Fuller and Mr. Flowers, as well as the health challenges that he suffered. Similarly, the medical records reflect the deleterious effects that Mr. Flowers's declining cognitive health had on him and Ms. Fuller alike. In this regard, her deposition testimony concerning difficulties managing health care for her mother and Mr. Flowers, simultaneously, could be understood.

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<sup>16</sup> Bates at 35-009-010; [Fuller Dep. at pp. 9:22-25, 10:1-2]; Bates at 33-011 [Flowers Dep. at p. 11:20-25.]

<sup>17</sup> Bates at 35-012 [Fuller Depo. At 12:15-21.]

<sup>18</sup> See Exhibits C, D, E and F.

<sup>19</sup> Exhibit F.

[REDACTED]

[REDACTED]

Circumstantial evidence from [REDACTED] and [REDACTED] reports indicate that Ms. Fuller was the long-term friend or girlfriend of Mr. Flowers. CACI 202 states, “Evidence can come in many forms...Direct evidence can prove a fact by itself...Some evidence proves a fact indirectly... This indirect evidence is sometimes referred to as ‘circumstantial evidence...’ As far as the law is concerned, it makes no difference whether evidence is direct or indirect... You may choose to believe or disbelieve either kind. Whether it is direct or indirect, you should give every piece of evidence whatever weight you think it deserves.”

Based on the whole of the evidence, and in reviewing the totality of facts in this matter, the Hearing Officer finds a preponderance of evidence to find that Diana Fuller has an vested interest in the retirement benefits of Emmett Flowers. The evidence also indicates that she had an insurable interest in Mr. Flowers’s continued life. Their relationship lasted for more than two (2) years despite the fact that they never married.<sup>22</sup> Whether this insurable interest outweighs any interest claimed by Lakeisha Butler is clearly determined by the evidence presented herein, and as discussed below.

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<sup>20</sup> Exhibit G at pg. 2993.

<sup>21</sup> Exhibit G at pg. 3345.

<sup>22</sup> Although not directly on point and for purposes of analogy, reference Government Code § 3160.2(b): “(b) No allowance may be paid under this section to a surviving spouse unless the surviving spouse was married to the member at least two years prior to the date of death and has attained the age of 55 years on or prior to the date of death.”



2. Credibility of Witnesses and Deposition Testimony

It is widely recognized that a witness's credibility is always at issue. In analyzing the deposition testimony and evidence in this matter, the Hearing Officer was in a particularly unique position to observe and assess each witness that testified in this matter.

California Evidence Code section 780 states:

Except as otherwise provided by statute, the court or jury may consider in determining the credibility of a witness any matter that has any tendency in reason to prove or disprove the truthfulness of his testimony at the hearing, including but not limited to any of the following:

- a. His demeanor while testifying and the manner in which he testifies.
- b. The character of his testimony.
- c. The extent of his capacity to perceive, to recollect, or to communicate any matter about which he testifies.
- d. The extent of his opportunity to perceive any matter about which he testifies.
- e. His character for honesty or veracity or their opposites...

California Evidence Code section 785 makes it clear that the credibility of a witness, such as in this matter, may be attacked or supported by any party, including the party calling him. Section 786 states, "Evidence of traits of his character other than honesty or veracity, or their opposites is inadmissible to attack or support the credibility of a witness." Section 790 provides, "Evidence of the good character of a witness is inadmissible to support his credibility unless evidence of his bad character has been admitted for the purpose of attacking his credibility."

In this instance, the Hearing Officer was in the position to assess the demeanor and credibility of each witness given the facts and circumstances in this matter. In particular, each witness provided testimony that was probative and helpful in ascertaining the facts in this matter.

Elliot Flowers testified regarding a strained relationship with his father. He testified in a credible and open manner. It was apparent that he was not necessarily fond of Ms. Fuller nor Ms. Butler. However, he acknowledged the relationship between his father and Ms. Fuller, whom he said lied in regards to various benefits.

On the other hand, he was more critical and derisive towards Ms. Butler, whom he said was a "flat out liar," and someone who manipulated Mr. Flowers. Moreover, he described her in fraudulent terms, and accused her as being complicit in his father's death:

Q. So you noted, you know, that Ms. Butler said some number of times, "Remember, I'm your granddaughter. Remember, I'm your granddaughter." Did you ever see anything else to that effect?

A. To that effect, no. But when I started

noticing things like her manipulation tactics, if you will, when the judge -- when Diane's lawyer pulled up Lakeisha's record, it stated -- and the judge saw the statement in the documents -- it said that Lakeisha had three different aliases...

\*\*

Q. Was there any reason from -- at least from your relationship with your father, why you believed your father would disinherit you? Or is it your understanding that that was something created by somebody else?

A. Lakeisha created that, yes. She forged documents. I saw the paperwork. That's not my father's signature. I saw whatever the paperwork is called when -- when you want to change your will and change a trust when you want to make -- legally when you want to disassemble something you've already put together. It wasn't his signature. I have photographic memory, and it wasn't my father's signature.

\*\*

The Witness: But Diane lied to me. She told me out of her own mouth, she said my father only left her \$15,000 to pay his taxes. She lied to me. She said -- she said she was going to pay for a lawyer for me.

I talked to that lawyer. And I turned her down. She didn't let me know that she needed me for a bloodline pertaining to my father in this whole case. She needed my blood to show that Lakeisha is not legitimate a granddaughter. Right? So when I said no, she went to my brothers.

But she was lying. I was never told about this hundred thousand dollars' retirement situation. She lied to me. She told me my father left me everything and left her as a coexecutor. I didn't take -- I didn't take her money for a lawyer because I didn't trust her. I don't know if it's true or not because I don't trust -- because Lakeisha is a flat out liar...

Lakeisha forged the will and the trust and gave herself 80 percent. The person she left out of the will was the person that caught her in the act...

\*\*

THE WITNESS: Yeah. I just -- I just -- basically you can call it my final thoughts. But with Lakeisha having three different aliases, with her lying, with -- I couldn't bury my father because of her. She burned the body to hide what she has done. It's the



fastest way to hide what you've done. She burned the body.

I couldn't -- there's no cemetery for my father. My father was basically like a millionaire and he has no grave for me to visit. I don't know where his urn is at. I don't trust Diane at all, but her, she's way worse. Pertaining to Lakeisha, she's way worse...

\*\*

The Witness...Diane, she lied to me thinking that probably I wanted to take the money that my dad said he left for her, but nobody knows anything. The 2018 will is provided that I paid for. But Lakeisha, she's going to burn, and I'm pretty sure she killed my father because there was nothing wrong with him before he died.

She was feeding him every day. Her husband was there lurking in the background checking me out. I don't know if you guys understand the phrase, but mad-dogging me because he knew I saw what was going on. I believe she was putting something in his food or overmedicating him because he died out of nowhere. And she would not tell me -- she didn't tell me about that hospice was there in his final hours there.

When I asked her, "Where is he going," she said she didn't know. She's a liar. She refused to give me information about where his whereabouts were for weeks and still never got back to me. I had to find out for my own.

And for the record, even though I'm on the record, she gave disingenuous information on the death certificate saying my father was never married. My father has been married twice. That's why he has five kids. She put that on there so my mother wouldn't get the last pension my father left for her. She did it on purpose. These are all facts...<sup>23</sup>

The Hearing Officer is in no position to verify the truth of Mr. Flowers's deposition testimony per se. However, the Hearing Officer finds that he testified openly from his perspective, was not evasive and appeared to be credible as a witness.

The same was true for Ms. Fuller, whose deposition testimony was straight forward and appeared to be factual. Ms. Fuller's deposition testimony concerning difficulty caring for Mr. Flowers near the end of his life was substantiated by Kaiser Permanente medical and home visit reports. Moreover, her testimony as to how Lakeisha Butler came to know Mr. Flowers as a caregiver was much more credible than the deposition testimony provided by Ms. Butler.

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<sup>23</sup> See Respondent Exhibit summaries at No. 2; Bates beginning at 33-106.

Ms. Fuller indicated that she sought out Ms. Butler to assist Mr. Flowers, as she attended to other family care. On the other hand, Ms. Butler offered a different rationale that was difficult to discern, and prescient to the factual determination that she has no insurable interest in this matter.

3. Whether Lakeisha Butler had an insurable interest in Mr. Flowers's life and retirement benefits when he designated her as his beneficiary in 2023?

In determining that Lakeisha Butler has no insurable interest in this matter, the Hearing Officer evaluates the whole of the record in juxtaposition to the facts and SBCERA procedures.

The evidence is clear that Ms. Butler misrepresented the truth when she claimed to be Mr. Flowers's granddaughter to Kaiser Permanente and SBCERA. She admitted this fact in her deposition. Moreover, references that she made to being with Mr. Flowers when she was a child, or having a long standing close relationship with him, have little support in the administrative record before the Hearing Officer.

This is a critical factor since she was his caregiver near the end of his life, with access to his email, password, phone, retirement, medical information and home. The fact that Ms. Butler had access to Mr. Flowers's health information and managed his healthcare with medical providers, as his "granddaughter," is astounding in light of HIPPA, medical privacy laws, etc.

It is recognized that Ms. Butler was designated as Mr. Flowers's power of attorney and representative for purposes of his health care directive on *June 13, 2023*. However, medical records also indicate that the execution of these instruments was at least three (3) years after his diagnosis of [REDACTED]

[REDACTED] Moreover, the evidence indicates that Ms. Butler made healthcare decisions for Mr. Flowers prior to the June 13, 2023 designations.

[REDACTED]

[REDACTED]

The request for the healthcare professional not to report the conversation is also curious, if not invidious in context. This aspect alone bears on Ms. Butler's credibility in this matter. Ironically, the healthcare professional indicated that she did not heed Ms. Butler's request and immediately reported the encounter to her supervisor.

Applicant Diana Fuller contends that Ms. Butler exercised undue influence in this situation, and that "Undue influence is defined to be the exercise of acts or conduct by one person toward another person by means of which the mind of the latter is subjugated to the will of the person seeking to control it." (Citing *Estate of Newhall* (1923) 190 Cal. 709, 717.)

Ms. Fuller also argues that Probate Code § 21380 provides, in relevant part:

“(a) A provision of an instrument making a donative transfer to any of the following persons is presumed to be the product of fraud or undue influence:

...

“(3) A care custodian of a transferor who is a dependent adult, but only if the instrument was executed during the period in which the care custodian provided services to the transferor, or within 90 days before or after that period.

...

“(b) The presumption created by this section is a presumption affecting the burden of proof. The presumption may be rebutted by proving, by clear and convincing evidence, that the donative transfer was not the product of fraud or undue influence.”

It is contended that under *Probate Code* § 21380, there is a presumption that the 2023 change in beneficiary designation was the product of fraud and undue influence by Ms. Butler that may only be rebutted by proving by clear and convincing evidence that the

change was not the product of her fraud or undue influence. It should be recognized that Ms. Butler did not submit any evidence in this matter besides her deposition testimony.

Likewise, SBCERA contends that a presumption of undue influence exists in this matter:

“The evidence uniformly supports the presumption of undue influence. While Ms. Butler was serving as Mr. Flowers’s caretaker in 2023, Mr. Flowers had been diagnosed with [REDACTED] and its effects were apparent to his son. (Ex. 35-018 [Fuller Dep. at p. 18:6–15] [REDACTED] 1-2020]; Ex. 33-027 [Flowers Dep. at p. 27:4–25] [by 2023, ‘[h]e was the same, but he wasn’t the same.’].) During that time, Ms. Butler was falsely representing herself as Mr. Flowers’s granddaughter and purporting to speak for him during meetings with SBCERA. (Ex. 36-002–003 [Cintron Decl. ¶¶ 7–12].”

As discussed above, this is not a probate matter and the Hearing Officer is required to present a factual recommendation to the Board of Retirement, as opposed to conclusions of law. As such, the record regarding fraud and undue influence must speak for itself.

Nevertheless, the Hearing Officer finds that there is substantial evidence that Mr. Flowers was suffering [REDACTED] at the time of the June 2023 designation of Lakeisha Butler as beneficiary. Moreover, the fact that Mr. Flowers deceased approximately one (1) year after Ms. Butler became his caregiver and beneficiary would appear to, at least, demonstrate evidence of questionable influence and/or self-interest.

The brief period of time that Ms. Butler spent with Mr. Flowers as caregiver near the end of his life also militates against an insurable interest, notwithstanding unsubstantiated allegations of abuse. Besides conclusory allegations, Ms. Butler submitted no evidence of elder abuse by Ms. Fuller in this matter. Likewise, the medical reports in the administrative record fail to substantiate any evidence of elder abuse by Ms. Fuller.

On the other hand, the Hearing Officer finds substantial evidence that undermines the credibility and claim of Lakeisha Butler in regards to an insurable interest in this matter.

The facts indicate that Ms. Butler became power of attorney, health care representative, beneficiary and executor after Mr. Flowers’s diagnosis of [REDACTED] [REDACTED] This aspect alone undermines her credibility and the capacity of Mr. Flowers to make an informed decision about the 2023 revocation of Ms. Fuller as beneficiary. Likewise, the change designating Ms. Butler as beneficiary could not have been made with informed consent given the substantial medical evidence diagnosing Mr. Flowers’s [REDACTED] prior to 2023.

The Hearing Officer finds a [REDACTED]  
[REDACTED] Ms. Butler raised doubts  
as to whether Mr. Flowers actually had [REDACTED] while alleging distrust against hospital  
staff:

[REDACTED]

It is interesting to note that Ms. Butler's denial of Mr. Flowers's [REDACTED] and  
her mistrust towards hospital staff, coincided with her appointment as his power of  
attorney, executor and beneficiary to his estate. Moreover, her requests to hospital staff  
not to convey various conversations are problematic and appear to be disingenuous.

Ms. Butler's credibility is further undermined by misleading emails sent to SBCERA,  
purportedly from Mr. Flowers. Ms. Butler admitted that she authored the emails, and that  
Mr. Flowers did not operate a computer. Emails contained under Applicant's Exhibit U  
and Respondent's Exhibit 1 (summarized *infra*) capture a few of the misleading emails.

Based upon an implausible rationale, Ms. Butler admitted at her deposition that she  
drafted the emails (impersonating Mr. Flowers) and forwarded them to SBCERA. In any  
event, the emails were intended to mislead and to convey personal sentiments of Mr.  
Flowers. The fact that she drafted emails and forwarded them to SBCERA after Mr.  
Flowers's death was even more astounding. These factors cannot be ignored, and  
represent a severe undermining of Ms. Butler's credibility and claim in this matter.

Q. And why did you not identify yourself as Lakeisha Butler writing  
from Emmett Flowers's e-mail address?

A. To be -- I guess I just didn't think anything of it because, again,  
I was informed that by me having power of attorney, I was supposed to  
continue his business affairs to make sure things were done right.  
That's my first time.

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<sup>24</sup> Exhibit G at pg. 3517.



Q. And I'm sorry. Go ahead.

A. I said it was my first time, so it was a human error in trying to assist my grandfather and just understanding how he was frustrated, you know, prior to his transitioning.

Q. And when you see references to a granddaughter in this e-mail, are those -- you're referring to yourself?

A. Yes, sir.

Q. Okay. Did you ever at any point inform anyone at SBCERA that you were not in fact Mr. Flowers' granddaughter?

A. No one ever asked me...<sup>25</sup>

Ms. Cintron indicated that on March 14, 2024, Mr. Flowers's former spouse notified SBCERA that Mr. Flowers had died on February 26, 2024. On March 25, 2024, Joanne Johnson provided similar notification. However, despite signing his death certificate, Ms. Butler did not notify SBCERA of the death until April 5, 2024. Up to that time, she was still sending emails to SBCERA in his name.

The failure by Ms. Butler to immediately notify SBCERA of Mr. Flowers's death while continuing to forward emails in his name about his benefits does not provide evidence of an insurable interest; but does provide evidence of an individual interest.

The Hearing Officer finds that the totality of the evidence does not support any claim of an insurable interest on behalf of Ms. Butler. Her interest in Mr. Flowers's life and credibility throughout this matter are severely strained and undermined based upon the factual record. The Hearing Officer finds a preponderance of evidence, if not clear and convincing evidence, to conclude that Ms. Butler has no insurable interest or claim in this retirement matter.

Based upon the totality of facts, the Hearing Officer does conclude that there is substantial evidence to support the insurable interest of Diana Fuller regarding the life and retirement benefits of Emmett Flowers, Jr., as designated on January 26, 2007.

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<sup>25</sup> Exhibit 34 - Bates 34-064.

**FINDINGS OF FACT**

1. Emmett Flowers was a San Bernardino County employee who retired in 2007.
2. At the time of his retirement, or on or about January 26, 2007, he designated Diana Fuller as his beneficiary.
3. Mr. Flowers and Ms. Fuller were not married, and he referred to her as his “friend” on many occasions.
4. Ms. Fuller and Mr. Flowers had a committed relationship of at least 20 years, and lived together at his residence.
5. On May 2, 2019, Mr. Flowers designated Ms. Fuller as his power of attorney, health care representative, beneficiary and executor of his will and trust.
6. Beginning in approximately 2020, Mr. Flowers was diagnosed with [REDACTED]. Over the next three years, he was seen at Kaiser Permanente many times for health conditions, including [REDACTED].
7. Ms. Fuller had to serve as his caregiver, and also had to care for her own family.
8. Ms. Fuller became overwhelmed with having to handle Mr. Flowers’s care, and sought assistance from Kaiser Permanente and Home Health care.
9. Ms. Fuller also sought assistance from Lakeisha Butler, who became Mr. Flowers’s caregiver in 2023.
10. Prior to becoming Mr. Flowers’s designated health care representative on June 13, 2023, Ms. Butler accused Ms. Fuller of elder abuse and began managing Mr. Flowers’s health care with Kaiser Permanente.
11. Ms. Butler represented herself to Kaiser Permanente and SBCERA as Mr. Flowers’s “granddaughter,” even though she was admittedly not his granddaughter.
12. Besides alleging abuse, Ms. Butler submitted no evidence of elder abuse by Ms. Fuller; nor were any records of abuse submitted or substantiated by any party in this matter.
13. Among other things, Ms. Butler had access to Mr. Flowers’s home, medical information, retirement information, email and password.



14. On May 30, 2023, Mr. Flowers was accompanied by Ms. Butler when he changed his SBCERA beneficiary designation from Diana Fuller to Lakeisha Butler.
15. The May 30, 2023 change in designation occurred several years after Mr. Flowers was diagnosed with [REDACTED]
16. On June 13, 2023, Ms. Butler was designated as power of attorney, executor, health care representative and beneficiary pertaining to Mr. Flowers's estate plan.
17. On June 20, 2023, Ms. Butler questioned Kaiser Permanente staff regarding Mr. Flowers's diagnosis of [REDACTED] and stated that she did not believe that he had [REDACTED]
18. In an effort to direct SBCERA benefits or determinations, Ms. Butler drafted emails in Mr. Flowers's name. Ms. Butler admitted that she wrote the false emails at her deposition.
19. Mr. Flowers's former spouse notified SBCERA that Mr. Flowers died on February 26, 2024. On March 25, 2024, Joanne Johnson provided similar notification. Despite signing his death certificate, Ms. Butler did not notify SBCERA of the death until April 5, 2024. After Mr. Flowers's death, she continued to send emails to SBCERA in his name.
20. The failure by Ms. Butler to immediately notify SBCERA of Mr. Flowers's death, while continuing to forward emails in his name about his benefits, does not provide evidence of an insurable interest, but does provide evidence of an individual interest.
21. There is insufficient evidence that Lakeisha Butler had a long term or continuous reliant relationship with Mr. Flowers.
22. There is insufficient evidence to find that Lakeisha Butler had an insurable interest in Emmett Flowers's life or retirement benefits pursuant to SBCERA procedures and guidelines. To the contrary, there is substantial evidence to militate against an insurable interest on her behalf.
23. As his long-time companion and beneficiary in 2007, there is substantial evidence that Diana Fuller has an insurable interest in Mr. Flowers's life and retirement benefits. Her designation as beneficiary in 2007 also occurred prior to any diagnosis of dementia, forgetfulness, impaired thought, severe cognitive decline, confusion, and need for caretaker care.

Dated: March 12, 2025

Respectfully submitted,  
/s/ Duane E. Bennett, Hearing Officer