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8 **SUPERIOR COURT OF THE STATE OF WASHINGTON**
9 **FOR THE COUNTY OF KING**

10 In re the Matter of

Case No. 22-4-08326-1 KNT

11
12 THE SHARON M. HAROLD
13 IRREVOCABLE TRUST DATED
NOVEMBER 12, 2004,

14 a Trust.

**SUPPLEMENTAL BRIEF RE:
DETERMINING GRANTOR'S INTENT
IN THE TRUST INSTRUMENT IN
SUPPORT OF VERIFIED JOINT
OBJECTION (DKT 28)**

15
16 Respondents Charles A. Harold, Jr., John J. Harold, Angel Harold, Amy Jane
17 Small and Josette Ramirez herein incorporate by reference all prior submissions to this
18 Court in the captioned TEDRA matter as if fully set forth herein. Each and every
19 allegation, argument, exhibit and objection previously submitted by Respondents is
20 reiterated and realleged with the same force and effect as if fully stated in this document.
21 This Supplemental Brief on Determining Grantor's Intent in the Trust Instrument is in
22 support of the Verified Joint Objection to Verified Petition for Approval of Interim
23 Account; For Discharge of Successor Trustee; and For Appointment of Successor
24 Trustee as follows:

25 **I. INTRODUCTION**

26 California Probate Code § 21102 is crystal clear. It states:

27 “(a) The intention of the transferor as expressed in the instrument
28 controls the legal effect of the dispositions made in the instrument.

1 (b) The rules of construction in this part apply where the intention of the
2 transferor is not indicated by the instrument.

3 (c) Nothing in this section limits the use of extrinsic evidence, to the
4 extent otherwise authorized by law, to determine the intention of the
5 transferor."

6 By following this "owner's manual" of the trust (the grantor's stated intent
7 determined by § 21102), "Trustee" Paice could have verified he was operating within
8 the "warranty" (legal compliance and fulfillment of his fiduciary duty to the Trust), much
9 like a car owner following their vehicle's owner's manual to keep their car running
10 smoothly ensures warranty coverage.

11 Determining Grantor's express intent, wishes and purposes of the trust
12 instrument should have logically been "Trustee" Paice's first duty. How else could he
13 administer the Trust legally and ethically?

14 "Trustee" Paice intentionally ignored this first duty, and later claimed ignorance
15 of trust administration even though the protocol to administer the Trust, the owner's
16 manual, was plainly spelled out in the Trust instrument.

17 The illogical, intentional and reckless decision by "Trustee" Paice to ignore
18 Grantor's express intent set off a cascading chain reaction of poor choices resulting in
19 the "garbage in, garbage out" ("GIGO") effect; input quality equals output reliability.

20 Subsequent individual personal decisions of "Trustee" Paice careened out of
21 sync with Grantor's express intent, becoming inherently flawed and automatically in
22 conflict with the grantor's primary objective.

23 "Trustee" Paice's choices in Trust administration were never in line with Grantor's
24 express intent and have now become, to put it simply, the "fruit of a poisoned tree."

25 Similarly, any Court rulings not in line with Grantor's express intent can trigger
26 the GIGO effect and become unintentional judicial error.

27 **II. GRANTOR'S EXPRESS INTENT**

28 When Grantor Sharon M. Harold established her Trust, she left no doubts in the
"Trustee" Paice's mind about her intent in establishing her trust and how the "Trustee"

Paice was supposed to administer it. As stated in Article IV of the Trust:

“The primary purpose of the Trust shall be to provide for the Grantor, and the rights and interests of remaindermen are subordinate and incidental to that purpose. To that end all the provisions governing the Trust shall be construed liberally in the interest of and for the benefit of the Grantor.”

Is there anyone who, reading California Probate Code § 21102, cannot determine “the intention of the transferor [Grantor] as expressed in the instrument” and how this express intent “controls the legal effect of the dispositions made in the [Grantor’s] instrument?”

Grantor has at times restated her intent with words and deeds outside the instrument, as in the letters she wrote to Lane Powell directing Lane Powell and “Trustee” Paice to stop using her Trust funds to pay “Trustee” Paice’s personal legal expenses and to provide her matching funds from her trust to stop Lane Powell and “Trustee” Paice from doing so. **(Exhibit A.)**

III. AUTHORITY

A. Statutory Authority

Code	Description	Compliance	Affirmative Duty?
§ 16000	Duty to administer the trust according to the trust instrument and applicable law	Mandatory with a Prospective Analysis	Yes - Fundamental duty to administer the trust properly
§ 16002	Duty to administer the trust solely in the interest of the beneficiaries	Mandatory with a Prospective Analysis	Yes - Imposes duty of loyalty
§ 16003	Duty to deal impartially with beneficiaries and manage trust property impartially	Mandatory with a Prospective Analysis	Yes - Requires fair treatment of multiple beneficiaries

§ 16080	Discretionary powers must be exercised reasonably	Mandatory with a Prospective Analysis	Yes - Requires reasonable exercise of discretion
§ 16081	Even with "absolute" discretion, trustee must act according to fiduciary principles	Mandatory with a Prospective Analysis	Yes - Imposes fiduciary duties even with broad discretion
§ 21101	Applies rules of interpretation to wills, trusts, and other instruments	Mandatory with a Prospective Analysis	No - General provision about applicability
§ 21102	Transferor's intention controls; rules of construction apply where not indicated	Mandatory with a Prospective Analysis	No - Guides interpretation but could be a breach of other duties
§ 21120	Instruments interpreted to give effect to every expression; avoid intestacy	Mandatory with a Prospective Analysis	No - Rule of construction, not a trustee duty but could be a breach of other duties
§ 21121	All parts of an instrument are to be construed in relation to each other and so as, if possible, to form a consistent whole.	Mandatory with a Prospective Analysis	No - Rule of construction, not a trustee duty but could be a breach of other duties
§ 21122	Words given ordinary meaning unless it violates transferor's intention	Mandatory with a Prospective Analysis	No - Rule of construction, not a trustee duty but could be a breach of other duties

1 **B. Case Law and Application**

2
3 **DiMaria v. Bank of California, 237 Cal.App.2d 254 (1965)**

4 **Key Points:** This case involved a creditor attempting to reach assets of an
5 irrevocable trust created by the debtor. Creditors generally cannot reach the trust
6 principal unless the beneficiary's income is sufficient for reasonable needs. Allowing
7 unlimited claims against the trust corpus would destroy the irrevocable nature of the
8 trust. Creditors can only reach trust assets required to be paid to the beneficiary under
9 the trust terms.

10 **Specific Language from the Court stated:**

11 The general rule is that the creditor of a beneficiary under a trust has
12 no more rights and can secure no greater benefits from a trust than the
13 beneficiary himself."

14 "To permit appellant recovery from the corpus without showing an
15 inadequacy of Mrs. Walton's income from the trust and from other
16 sources for her support would give him access to trust assets not
17 reachable by the beneficiary nor payable to her within the sound
18 discretion of the trustee."

19 "The trust has been held irrevocable and the interests of Mrs. Walton's
20 children as designated remaindermen have become vested. While
21 these interests are subject to divestment to the extent that the
22 beneficiary's income is insufficient for her needs, they cannot be
23 defeated by an invasion of the corpus contrary to the very terms of the
24 trust agreement."

25 "The judgment rendered below does not deprive appellant of the right
26 to reach any asset required to be paid to Mrs. Walton by her trustee.
27 Although given an opportunity to do so, appellant refused to make any
28 showing that Mrs. Walton's income was not sufficient for her reasonable
needs, including the payment of his fee. We conclude that he did not
justify the application of trust corpus to the payment of his judgment.
Appellant is free to reassert his claim and make the required showing."

29 **Application to the present case:** Lane Powell and "Trustee" Paice taking
30 and receiving approximately \$120,000 from the Trust Principal to date (that we know of)
31 and subsequently encumbering the trust principal to the tune of approximately \$260,000
32 (which respondents will discuss later) is clearly a violation of DiMaria v. Bank of
33 California and the Substantive nature and prospective applications of California Probate

Codes. Lane Powell's claim on the principle, and Grantor's need to take her Trust funds to hire legal counsel to stop her "nefarious" "Trustee" Paice from breaching his duty of loyalty has diminished the value of the Trust so significantly that Grantor will be left with virtually no money in her Trust after trial to care for her needs as a Vulnerable Adult.

Allard v. Pacific National Bank, 99 Wn.2d 394, 663 P.2d 104 (1983)

Key Points: Trustees have an obligation to inform beneficiaries of all material facts related to non-routine transactions that significantly affect the trust estate and beneficiaries' interests. Trustees must act as prudent investors and obtain the maximum possible price when selling trust assets. Attorney fees are not awarded when litigation is necessitated by the inexcusable conduct of the trustee.

Specific Language from the Court stated: `

"A trustee has a duty to inform beneficiaries fully of all facts which would aid them in protecting their interests." .

"The trustee is under a duty to the beneficiary to use reasonable care and skill to make the trust property productive." .

"Where litigation is necessitated by the inexcusable conduct of the trustee, attorney's fees will not be awarded."

Application to the present case: Trustee was hoist on his own petard when he initiated his own litigation presenting his own facts that exposed his "inexcusable conduct" while at the same time failing to inform Respondents of the non-routine transactions that were Lane Powell's incorrect and uninformed claim on the principal amounts of the Trust used for attorney's fees against the stated express intent of the Grantor's Trust, "to provide for Grantor, NOT Lane Powell and a "murky" Trustee.

Estate of Gump, 1 Cal. App.4th 582, 2 Cal.Rptr.2d 269 (1991)

Key Points: A trustee is not entitled to attorney fees for litigation resulting from the trustee's own fault or breach of trust. Courts have broad discretion to deny attorney fees to trustees who have committed breaches of trust, even for unrelated matters. Denial of fees can be used to deter trustee misconduct.

1 Specific Language from the Court stated:

2 "The trustee of a trust may not recover from the trust any costs incurred
3 in litigation where the trustee's own wrongdoing gave rise to the
4 litigation."

5 "The court has discretion to deny a trustee's request for fees, even for
6 services unrelated to the trustee's breach of duty, as a means of
7 deterring misconduct."

8 "The denial of compensation is a discretionary tool of equity courts to
9 be used to deter trustees from misconduct."

10 "Trustee" Paice and his numerous breaches of duty and potentially "nefarious"
11 behavior makes him is a poster boy for this case.

12 **IV. ARGUMENT IN SUPPORT OF ESTABLISHING SETTLOR'S INTENT**

13 Let's assume that there is no expressed intent in Grantor's Trust instrument.
14 Fortunately, "there's an app for that," and application of the law over rhetoric.

15 California Probate Code § 21102 is our starting point from which all other Probate
16 Codes are applied for proper administration of the Trust.

17 The Court will recall that Respondents have cited the following mandatory
18 California Probate Code sections several time in support of their position under § 21102
19 that "Trustee" Paice and Lane Powell are not entitled to one single penny of Trust funds
20 for their legal fee.

21 California Probate Code § 21120: Instruments shall be interpreted to give effect
22 to every expression.

23 California Probate Code § 21121: All parts of an instrument are to be construed
24 in relation to each other and so as, if possible, to form a consistent whole.

25 California Probate Code § 21122: Words in the Trust instrument are to be given
26 ordinary meaning unless it violates transferor's intention.

27 In further support of California Probate Code §§ 21102, 21120, 21212, 21122
28 respondents submit the following discussion about specific paragraphs in the Trust

instrument that Lane Powell incorrectly submitted as authority in their Motion for Partial Summary Judgement which caused the Cort to rule partially incorrectly.

Respondents will analyze three specific paragraphs under Article IV of the Trust instrument, under General Provisions and under Powers of the "Trustee" Paice to demonstrate the applications of the California Probate Codes cited in the above table.

1) Specific Power of the Trustee Stated in the Trust Instrument

a) Paragraph F of the Trust states: "To carry out the purposes of the Trust, and subject to any limitation stated elsewhere herein, the Trustee and any successor Trustee are hereby vested with the following powers and discretions, in addition to those now or hereafter conferred by law."

a) Subsection 11 of paragraph F states: "To employ counsel to assist and advise in the management, preservation and administration of the Trust Estate; and to compromise, arbitrate, settle, or litigate any matters pertaining thereto. The Trustee shall pay reasonable compensation therefor, and the same shall be charged against income and/or principal in such manner as the Trustee shall deem just and equitable."

c) Mandatory Probate Codes Applicable to Paragraph 11:

§§ 21101, 21102, 21120, 21122, 16080, and 16081.

d) What is Grantor's Intent in subparagraph 11?

Using reasonable person standard and a proper probate code compliant analysis of Paragraph F subsection 11, the Grantor intended to provide "Trustee" Paice with the authority to employ counsel for the proper administration and protection of the Trust that fulfilled the "Primary Purpose," which is "to provide for Grantor." This power is meant to ensure the Trust is managed effectively and in the best interests of the Grantor. Paragraph 11 states in part "Trustee" Paice has the power to "arbitrate, settle, or litigate any matters pertaining thereto;" yet, "Trustee" Paice and Lane Powell constructed the "matters thereto" by initiated litigation against Grantor and beneficiaries; matters that arose after "Trustee" Paice breached numerous duties by failing to provide an account of Trust to Grantor for 12 years. Lane Powell's encumbering the Trust with \$260,000 in

1 attorney fees is the anthesis of Grantor's intent and is against the "preservation" of the
2 Trust estate. As Respondents have pointed out time and time again, there has been no
3 claim filed by Respondents against the trust or "Trustee" Paice to justify "Trustee" Paice
4 invoking subparagraph 11.

5 **e) Trustee's TEDRA Petition is a Breach of Fiduciary Duty:** "Trustee" Paice
6 himself has breached his duty of loyalty to Grantor's and her stated intent by filing his
7 TEDRA petition. "Trustee" Paice's "verified" TEDRA petition is in direct conflict with and
8 in opposition to the primary purpose of the Trust, "to provide for Grantor" This act is the
9 anthesis of the expressed intent stated in the Trust. "Trustee" Paice use of trust funds
10 to pay for personal legal defense constitutes a breach of fiduciary duty. As established
11 in Pierce v. Lyman, 1 Cal.App.4th 1093, 3 Cal.Rptr.2d 236 (1991), trustees have a duty
12 of loyalty and must avoid conflicts of interest. Using trust assets for personal benefit
13 violates this duty.

14 **f) Trustee's Improper Use of Trust Funds:** In Estate of Gump, 1 Cal. App.4th
15 582, 2 Cal.Rptr.2d 269 (1991), the court held that a trustee is not entitled to attorney
16 fees for litigation resulting from the trustee's own fault or breach of trust. The trustee's
17 use of trust funds to defend against allegations of misconduct falls into this category.

18 **g) Court Discretion to Deny Fees:** Estate of Gump, supra, also affirmed that
19 courts have broad discretion to deny attorney fees to trustees who have committed
20 breaches of trust, even for unrelated matters. The court can consider the totality of the
21 trustee's conduct.

22 **h) Trustee's Personal Liability:** As seen in the \$280,000 verdict against a
23 trustee who mishandled trust funds, a trustee can be held personally liable for damages
24 caused by breaches of duty. Russell Family Trust v. Richard A. Cox, Tehama Superior
25 Court, Case No. PR 14010 (July 3, 2012) The court has authority to surcharge the
26 trustee and order repayment of misused funds.

1 **i) Trustee's Statutory Violations:** The trustee's actions violate California
2 Probate Code sections on trustee duties, including Sections 16002 (duty of loyalty),
3 16004 (duty to avoid conflicts of interest), and 16045 (prudent investor rule).

4 **j) Equitable Considerations:** As noted in In Re Estate of Jones, 152 Wash.2d
5 1, 93 P.3d 147 (2004), courts can order trustees to personally pay attorney fees when
6 litigation results from the trustee's breaches of duty. The equities favor making the
7 trustee, not the trust, bear these costs.

8 **k) Burden of Proof:** The trustee bears the burden of proving any fees were
9 necessary and reasonable. It is the Courts duty to protect the intent of the Settlor /
10 Grantor an closely scrutinize fee requests or substantially reduce or deny them
11 altogether.

12 **l) Violation of Rules of Professional Conduct:** Lane Powell violated the Rules
13 of Professional Conduct by assisting the trustee in actions that constitute breaches of
14 fiduciary duty. Rule 1.2(d) of the Rules of Professional Conduct prohibits a lawyer from
15 counseling or assisting a client in conduct that the lawyer knows is criminal or fraudulent.
16 By aiding the trustee in using trust funds for personal defense, Lane Powell may have
17 facilitated the trustee's breach of fiduciary duty.

18 **2) Additional Specific Powers of the Trustee Stated in the Trust Instrument**

19 **a) Paragraph F of the Trust states:** "To carry out the purposes of the Trust, and
20 subject to any limitation stated elsewhere herein, the Trustee and any successor Trustee
21 are hereby vested with the following powers and discretions, in addition to those now or
22 hereafter conferred by law."

23 **b) Subsection 16 of paragraph F states:** "To do all other acts and things
24 whatsoever that an absolute owner of such property could do and perform in his/her own
25 right as the Trustee shall deem to be for the best interests of the Trust hereunder and
26 the beneficiaries thereof."

27 **c) Subsection 18 of paragraph F state:** "All discretions in this Trust conferred
28 upon the Trustee shall, unless specifically limited, be absolute and its exercise

conclusive on all persons interested in this Trust or the Trust Estate. The enumeration of certain powers and discretions of the Trustee is not to be construed as limiting the Trustee's general powers and discretions, the Trustee being vested with and having, as to the Trust Estate, and in the execution of the trusts created herein, all the powers and discretions that an absolute owner of property has or may have."

d) Mandatory Probate Codes Applicable to subsections 16 and 18

§§ 21101, 21102, 21120, 21122, 16080, and 16081

e) What is Grantor's Intent in subsection 16 and 18?

The grantor intended to grant the trustee broad powers and discretion to manage the trust, aiming to provide flexibility in trust administration. However, this broad authority must be interpreted in light of the trustee's fiduciary duties and the purpose of the trust.

While Paragraphs 16 and 18 appear to grant the trustee "absolute" discretion and powers equivalent to those of an absolute owner, it's crucial to understand that under California law such broad grants of power are still subject to important limitations under §§ 16080, 16081.

f) Reasonableness: Despite the use of terms like "absolute" discretion, Probate Code § 16080 requires that discretionary powers be exercised reasonably.

g) Fiduciary Principles: Even when a trust grants "absolute" discretion, Probate Code § 16081 mandates that the trustee must act in accordance with fiduciary principles.

h) Good Faith: The trustee cannot act in bad faith or disregard the purposes of the trust, regardless of the broad language used in the trust instrument.

i) Best Interests: The trustee's actions must be in the best interests of the trust and its beneficiaries, as stated in paragraph 16.

j) Limits of Enumerated Powers: While paragraph 18 states that the enumeration of powers doesn't limit the trustee's general powers, this should be interpreted as providing flexibility within the bounds of fiduciary duty, not as granting unlimited authority. While subsections 11, 16 and 18 grant very broad powers to "Trustee" Paice, they do not override the Grantor's express intent nor the mandatory

1 restriction and controls of California Probate Code. " Trustee" Paice's overarching
2 fundamental fiduciary duties and requirements mandate he acts reasonably and in good
3 faith towards the Trust, not in the self-dealing posture of the TEDRA petition. The court
4 must interpret these provisions in light of the California Probate Code, which places
5 important checks on "Trustee" Paice's discretion, even when described as "absolute."

6 k) **Encumbering the Trust with Legal Fees:** Does any believe that under
7 paragraph 16, that Grantor's power granted to "Trustee" Paice, "To do all other acts
8 and things whatsoever that an absolute owner of such property could do and
9 perform in his/her own right as the Trustee shall deem to be for the best interests of the
10 Trust hereunder and the beneficiaries thereof." meant that Grantor herself would have
11 paid Lane Powell \$260,000 to approve "Trustee" Paice's account of Trust that she was
12 NOT legally obligated to approve? No, because under DiMaria v Bank of California
13 Lane Powell is not permitted to make a claim against the Trust "corpus" or principal
14 funds unless they can show Grantor's income is sufficient for basic needs.

15 **IV. CONCLUSION**

16 There is absolutely no logical, legal or equitable scenario given the mandatory
17 statutes, case law facts in this case, where Trustee and Lane Powell may use any part
18 of Grantor's Trust funds to pay for any attorney's fees. That bill needs to be paid
19 personally by "Trustee" Paice and Briena. That's Lane Powell's business problem.

20 "Trustee" Paice's actions in this case are clear violations of fiduciary duties as
21 established by both California and Washington law. The mandatory application of
22 California Probate Codes §§ 21101, 21102, 21120, and 21122 ensures that the
23 Grantor's intent is honored and that the Trust instrument is interpreted in its entirety, not
24 in a vacuum of isolation. "Trustee" Paice has failed time and time again to apply this.

25 "Trustee" Paice's use of trust funds to defend against personal breaches, is a
26 false equivalent disguised as a legitimate looking TEDRA matter.

1 “Trustee” Paice’s failure to provide proper accountings, and coercion of
2 beneficiaries to sign liability releases are all actions that directly contravene the fiduciary
3 duties of loyalty, care, and good faith.

4 As demonstrated in Pierce, Estate of Gump, and Allard v. Pacific National Bank,
5 trustees are held to the highest standards of conduct and must act in the best interests
6 of the beneficiaries.

7 Therefore, this Court must apply the mandatory provisions of California Probate
8 Code and relevant case law to hold the “Trustee” David Allen Paice accountable for
9 these breaches and ensure that the Grantor’s intent is fully honored.

10 The Court must use the mandatory California Probate Code to resolve
11 ambiguities and ensure that the Grantor’s intent is implemented as closely as possible,
12 even in complex or unforeseen circumstances.

13 The Court’s duty is certainly **not** to enforce the wishes of “Trustee” Paice
14 or Lane Powell, nor the wishes of Grantor or Beneficiaries. The Court’s duty is to the
15 Trusts itself and the intent expressed therein by the Grantor.

16 These concepts of equity and fairness are well expressed in this excerpt from
17 *Loring and Rounds: A Trustee Handbook*:

18 “When adjudicating trust disputes, the equity courts are duty-bound to
19 act, sua sponte if necessary, in vindication of the lawful intentions of
20 settlors. In a trust dispute, the court, apart from functioning judicially, is
21 ‘administratively’ tasked with defending settlor intent, an affirmative duty
22 that is derived not from the pleadings but from general principles of
23 equity. A trust dispute in litigation is not an action at law. It is an action
24 in equity. That being the case, the court has an affirmative duty, acting
25 sua sponte when necessary, ‘to see to it that the trust is faithfully
26 executed,’ the institution of the trust itself being a creature of equity.
27 That a particular equitable remedy has not been requested in any of the
28 pleadings is no excuse for the court’s failing to mete it out sua sponte,
provided that to do so will further the trust’s ‘faithful execution. The court
is duty-bound to do so. Counsel incompetency is no excuse for not
doing so. In many cases the settlor will have been long dead and thus
be in no position to advocate for the lawful purposes manifested in the
trust’s terms.’

 One commentator has explained the ‘administrative’ function of the
equity court in the trust context this way: ‘There is, however, a tendency
in the United States for a court that has supervision over the
administration of a trust to enforce the trustee’s duties even though the

beneficiaries have not asked it to do so.' He goes on, 'The notion, though rarely articulated, seems to be that it is the function of the court to see that the settlor's directions are carried out, even though no one complains to the court; that the court has administrative powers, not just judicial powers; and that once the court acquires jurisdiction over the administration of a trust, it is the court's function to see that the trust is administered in accordance with the settlor's directions.'"

V. REQUESTS FOR SUA SPONTE RELIEF

1. Immediate removal of David Allen Paice as Trustee.
2. Appointment of a temporary trustee.
3. An Order of a forensic accounting of the Trust, paid for by the Trustee David Allen Paice and Lane Powell.
4. A Surcharge against Lane Powell and David Allen Paice to restore the Trust to its pre-TEDRA case assets of approximately \$708,000.
5. End the TEDRA and VAPO matters immediately because 3 years of litigation is in direct conflict with the spirit of RCW 11.96A.010 - Legislative Intent

Respectfully submitted,

DATED: July 11, 2024

s/Charles A. Harold, Jr.
Charles A. Harold, Jr., Residual Beneficiary and
Respondent in pro se
1455 N. Tomahawk Rd.
Apache Junction, AZ 85119
Tel: 818-652-6400 / E-mail: chuckharold@gmail.com

DATED: July 11, 2024

s/John Harold
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230 Westmont Dr.
Reedsport, OR 97467
Tel: (541) 662-6262
Email: john6231@live.com

1 DATED: July 11, 2024

s/Angel Harold
Angel Harold, Residual Beneficiary and
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230 Westmont Dr.
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6 DATED: July 11, 2024

s/Amy Jane Small
Amy Jane Small, Residual Beneficiary and
Respondent in pro se
P.O. Box 352
Graeagle, CA 96103
Tel: (805) 827-0051
Email: aj.harold9@gmail.com

11 DATED: July 11, 2024

s/Josette Harold Ramirez
Josette Harold Ramirez, Residual Beneficiary and
Respondent in pro se
11319 Playa St.
Culver City, CA 90230
Tel: (310) 280-6229
Email: jobabe007@gmail.com

We certify that this memorandum contains 4,192
words, in compliance with the Local Civil Rules

CERTIFICATE OF SERVICE

I am and was at the time of service of these papers herein, over the age of eighteen (18) years.

On July 11, 2024, I caused the following documents: **SUPPLEMENTAL BRIEF RE: DETERMINING GRANTOR'S INTENT IN TRUST INSTRUMENT IN SUPPORT OF VERIFIED JOINT OBJECTION (DKT 28)** to be electronically served on the interested parties in this action as follows:

Gail E. Mautner, Esq.
Aleksander Shilback, Esq.
LANE POWELL, PC
1420 Fifth Avenue, Suite 4200
P.O. Box 91302
Seattle, Washington 98111-9402
Tel: (206) 223-7000 / Fax: (206) 223-7107
E-mail: mautnerg@lanepowell.com
schilbacha@lanepowell.com

Counsel for David A. Paice, Trustee of the
Sharon M. Harold Irrevocable Trust dated
November 12, 2004

Paul Barrera, Esq.
NORTH CITY LAW, PC
17713 Fifteenth Avenue NE, Suite 101
Shoreline, WA 98155-3839
Tel: (206) 413-7288 / Fax: (206) 367-0120
E-mail: paul@northcitylaw.com

Counsel for Sharon M. Harold, Grantor of the
Sharon M. Harold Irrevocable Trust dated
November 12, 2004

John J. Harold
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Email: john6231@live.com

Residual Beneficiary, Pro Se

Amy Jane Small
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Residual Beneficiary, Pro Se

Angel Harold
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7 Nicole Loomis
8 31688D U.S. 97
9 Tonasket, WA 98855
E-mail: crazyapples10@gmail.com

Residual Beneficiary, Pro Se

10 via the electronic filing system maintained by the Clerk's Office at the above-captioned
11 court or by email if they were not registered to receive electronic service via the Clerk's
12 Office.

13 I certify under penalty of perjury under the laws of the State of Washington that
14 the foregoing is true and correct.

15 Dated July 11, 2024, at Apache Junction, Arizona.

18 s/Charles A. Harold, Jr.
19 Charles A. Harold, Jr

EXHIBIT A.



Sharon Harold <smharold7@gmail.com>

RE: Sharon M. Harold Irrevocable Trust

3 messages

Sharon Harold <smharold7@gmail.com>

Wed, Oct 5, 2022 at 2:29 PM

To: "Ohainle, Paul" <OhainleP@lanepowell.com>, "Schilbach, Aleksander" <SchilbachA@lanepowell.com>, "Webb, Silvia" <WebbS@lanepowell.com>

Since I signed the Release letter a couple of days ago I have come upon some discrepancies in the accounting. I wish to revoke the release immediately and I am looking to employ a new trustee as soon as I am able.

Respectfully,
Sharon M. Harold

Sharon Harold <smharold7@gmail.com>

Thu, Oct 6, 2022 at 7:24 PM

To: Paul <OhainleP@lanepowell.com>, Aleksander <SchilbachA@lanepowell.com>, "Webb, Silvia" <WebbS@lanepowell.com>

Please confirm receipt of this email.

----- Forwarded message -----

From: **Sharon Harold** <smharold7@gmail.com>

Date: Wed, Oct 5, 2022 at 2:29 PM

Subject: RE: Sharon M. Harold Irrevocable Trust

To: , Schilbach, Aleksander <SchilbachA@lanepowell.com>, Webb, Silvia <WebbS@lanepowell.com >

Since I signed the Release letter a couple of days ago I have come upon some discrepancies in the accounting. I wish to revoke the release immediately and I am looking to employ a new trustee as soon as I am able.

Respectfully,
Sharon M. Harold

Sharon Harold <smharold7@gmail.com>

Fri, Oct 7, 2022 at 6:47 PM

To: Paul <OhainleP@lanepowell.com>, Aleksander <SchilbachA@lanepowell.com>, "Webb, Silvia" <WebbS@lanepowell.com>

Paul, Alexsander & Silvia,

This is my second request asking for confirmation, via email, that you have received the email below dated October 5, 2022 @ 2:29pm (2 days ago) stating that I wish to revoke the release immediately.

Please confirm.

Respectfully,

Sharon M. Harold

Get [Outlook for iOS](#)

From: Sharon Harold <smharold7@gmail.com>

Sent: Thursday, October 6, 2022 7:24 PM

To: Paul <OhainleP@lanepowell.com>; Aleksander <SchilbachA@lanepowell.com>; Webb, Silvia <WebbS@lanepowell.com>

Subject: Fwd: Sharon M. Harold Irrevocable Trust

Please confirm receipt of this email.

----- Forwarded message -----

From: **Sharon Harold** <smharold7@gmail.com>

Date: Wed, Oct 5, 2022 at 2:29 PM

Subject: RE: Sharon M. Harold Irrevocable Trust

To: , Schilbach, Aleksander <SchilbachA@lanepowell.com>, Webb, Silvia <WebbS@lanepowell.com >

Since I signed the Release letter a couple of days ago I have come upon some discrepancies in the accounting. I wish to revoke the release immediately and I am looking to employ a new trustee as soon as I am able.

Respectfully,
Sharon M. Harold



Sharon Harold <smharold7@gmail.com>

cease and desist

2 messages

Sharon Harold <smharold7@gmail.com>

Sun, Oct 9, 2022 at 6:54 PM

To: "Schilbach, Aleksander" <SchilbachA@lanepowell.com>, "Webb, Silvia" <WebbS@lanepowell.com>, "Ohainle, Paul" <OhainleP@lanepowell.com>

Please confirm receipt via email

**Cease and Desist from Sharon M.pdf**

72K

Sharon Harold <smharold7@gmail.com>

Tue, Oct 11, 2022 at 7:38 PM

To: David Paice <paice@outlook.com>

Dear David,

Attached is a letter that I sent to your lawyers last week and to date have not received any acknowledgement of receipt so I am now sending it to you in the event they have not forwarded it to you or made you aware.

I have also not received any acknowledgement of the email that I sent to your lawyers on October 5th, 6th & 7th, 2022 revoking my release and approval of the accounting. I am informing you of this as well, in the event that they have failed to inform you of this also. I do not approve the accounting from you and David Llewellyn and will be having an independent forensic accounting performed.

In addition to the items on the attachment I am also requesting you immediately send me all detailed bills submitted to the trust from the Chrisman/Kvale Law Firm along with supporting documents showing payment(s) made.

I am also requesting you immediately send me all bills submitted to the trust from the Lane Powell Law Firm along with supporting documents showing payment(s) made.

To date I have absolutely no knowledge how much of my trust money has been spent on all these different attorneys, as you have to date not provided me any information. I do not want a total, I want the actual statements and canceled checks and receipts.

Until my independent accounting and review is complete, I do not authorize any further monies from my trust to be used for your legal representation. I am the Trustor and do not agree with the accounting therefore you have no need to retain an attorney.

Respectfully,

Sharon M. Harold

----- Forwarded message -----

From: **Sharon Harold** <smharold7@gmail.com>

Date: Sun, Oct 9, 2022 at 6:54 PM

Subject: cease and desist

To: Schilbach, Aleksander <SchilbachA@lanepowell.com>, Webb, Silvia <WebbS@lanepowell.com>, Ohainle, Paul <OhainleP@lanepowell.com>

Please confirm receipt via email

Sharon M. Harold
100 River Bend Road, Spc #103
Reedsport, OR. 97467
1 (541) 664-1937
email: smharold7@gmail.com

Sunday, October 9, 2022

Aleksander Shilbach, Paul Ohainle and Silvia Webb
Lane Powell

1420 Fifth Avenue, Suite 4200
Seattle, WA. 98101-2375

Via Email – SchilbachA@LanePowell.com, OhainleP@lanePowell.com,
WebbS@LanePowell.com, paice.da@gmail.com

Subject: Cease & Desist

Dear David, Aleksander, Paul & Silvia,

To date, I have not received confirmation of the email that I sent to you on October 5, 2022 notifying you that I revoke my release of the Release and Discharge of Successor Trustee document. I have also sent 2 subsequent emails requesting confirmation on October 6 and October 7, 2022 with no response. Therefore, I am now taking further steps to verify the accounting by having a forensic accounting done on all my accounts.

During the accounting and until further notice, I am limiting David Paice's trustee duties and authority as follows.

1. David Paice shall stop using my trust money to pay his attorney fees. I do not approve any attorney fees to be billed to or paid from my Trust during my review. I am directing David Paice and his attorneys to discontinue all conversations about regarding my trust. This includes David to his attorneys, David to me, David's attorneys to me, etc until I have completed my review of the accounting.
2. The Lane Powell law firm and you shall return any balance of a retainer you received from my trust money for David Paice's attorney fees, costs or any other reason.
3. David Paice is to limit his duties to one thing, my monthly trust disbursement until further notice by me or unless at my direction for a specific need I have.

4. David Paice shall direct any/all persons making investment decisions, transferring money, or doing anything regarding the money in any of my bank accounts or investment accounts until further notice by me. No changes are to be made to any of my investments. I will contact Brian if and when I choose to make any changes.

5. David Paice shall stop talking to or corresponding with anyone about the status or management of my trust including David's employer, investment account managers, fund managers, attorneys, friends or family.

6. David Paice and his attorney(s) and Lane Powell employees shall fully cooperate with David Llewellyn and provide him with any information he needs about my trust, including bank account and investment fund information. David Paice, his attorney and law firm are not authorized to speak to David Llewellyn about anything regarding my trust status except to provide David Llewellyn the information he needs.

7. Specifically, David Paice shall immediately send me the bank statements from all 5 bank accounts listed in David Llewellyn's report for all years David Paice has managed my trust. They are to include all pages as the documents state (including numbered blank pages). I am requesting printed copies via U.S Mail, not emailed copies. They are to be organized by year. They are also to include copies of all checks, including cashier checks.

8. David Paice shall immediately send me all bank records for any and all bank accounts besides the 5 accounts, he has transferred my trust money to or from.

9. I also want David Paice, you and your law firm, to acknowledge my previous email where I asked you to withdraw my agreement where I previously accepted David Llewellyn's accounting. To say it again, I no longer accept David Llewellyn's accounting and will be conducting my own forensic accounting.

All items, 1 to 8, are to take place immediately upon the receipt of this email.

A hard copy of this letter shall be sent to you via U.S mail.

Regards,

Sharon M. Harold

Domestic Mail Only

For delivery information, visit our website at www.usps.com.

Seattle, WA 98101

OFFICIAL USE

Certified Mail Fee	\$4.00	0467
Extra Services & Fees (check box, add fee as appropriate)	\$3.25	03
<input type="checkbox"/> Return Receipt (hardcopy)	\$0.00	
<input type="checkbox"/> Return Receipt (electronic)	\$0.00	
<input type="checkbox"/> Certified Mail Restricted Delivery	\$0.00	
<input type="checkbox"/> Adult Signature Required	\$0.00	
<input type="checkbox"/> Adult Signature Restricted Delivery	\$0.00	
Postage	\$0.60	
Total Postage and Fees	\$7.85	10/11/2022

Sent To
LANE POWELL - ALEKSANDER SCHILBACH
 Street and Apt. No., or PO Box No.
1420 FIFTH AVE - SUITE 4200
 City, State, ZIP+4
SEATTLE, WA 98101-2375

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions

aron M. Harold
 Bend Road, Spc #103
 sport, OR. 97467
 541) 664-1937
 1harold7@gmail.com

Aleksander Shilbach, Paul Ohainle and Silvia Webb
 Lane Powell
 1420 Fifth Avenue, Suite 4200
 Seattle, WA. 98101-2375

Via Email – SchilbachA@LanePowell.com, OhainleP@lanePowell.com,
WebbS@LanePowell.com, paice.da@gmail.com

Subject: Cease & Desist

Dear David, Aleksander, Paul & Silvia,

To date, I have not received confirmation of the email that I sent to you on October 5, 2022 notifying you that I revoke my release of the Release and Discharge of Successor Trustee document. I have also sent 2 subsequent emails requesting confirmation on October 6 and October 7, 2022 with no response. Therefore, I am now taking further steps to verify the accounting by having a forensic accounting done on all my accounts.

During the accounting and until further notice, I am limiting David Paice's trustee duties and authority as follows.

1. David Paice shall stop using my trust money to pay his attorney fees. I do not approve any attorney fees to be billed to or paid from my Trust during my review. I am directing David Paice and his attorneys to discontinue all conversations about regarding my trust. This includes David to his attorneys, David to me, David's attorneys to me, etc until I have completed my review of the accounting.

2. The Lane Powell law firm and you shall return any balance of a retainer you received from my trust money for David Paice's attorney fees, costs or any other reason.

3. David Paice is to limit his duties to one thing, my monthly trust disbursement until further notice by me or unless at my direction for a specific need I have.

4. David Paice shall direct any/all persons making investment decisions, transferring money, or doing anything regarding the money in any of my bank accounts or investment accounts until further notice by me. No changes are to be made to any of my investments. I will contact Brian if and when I choose to make any changes.

5. David Paice shall stop talking to or corresponding with anyone about the status or management of my trust including David's employer, investment account managers, fund managers, attorneys, friends or family.

6. David Paice and his attorney(s) and Lane Powell employees shall fully cooperate with David Llewellyn and provide him with any information he needs about my trust, including bank account and investment fund information. David Paice, his attorney and law firm are not authorized to speak to David Llewellyn about anything regarding my trust status except to provide David Llewellyn the information he needs.

7. Specifically, David Paice shall immediately send me the bank statements from all 5 bank accounts listed in David Llewellyn's report for all years David Paice has managed my trust. They are to include all pages as the documents state (including numbered blank pages). I am requesting printed copies via U.S Mail, not emailed copies. They are to be organized by year. They are also to include copies of all checks, including cashier checks.

8. David Paice shall immediately send me all bank records for any and all bank accounts besides the 5 accounts, he has transferred my trust money to or from.

9. I also want David Paice, you and your law firm, to acknowledge my previous email where I asked you to withdraw my agreement where I previously accepted David Llewellyn's accounting. To say it again, I no longer accept David Llewellyn's accounting and will be conducting my own forensic accounting.

All items, 1 to 8, are to take place immediately upon the receipt of this email.

A hard copy of this letter shall be sent to you via U.S mail.

Regards,

A handwritten signature in cursive script, appearing to read "Sharon M. Harold".

Sharon M. Harold

*David Paice***Disbursement***to reiterate*

1 message

Sharon Harold <smharold7@gmail.com>

Fri, Oct 21, 2022 at 9:00 PM

To: David Paice <paice@outlook.com>, "david paice@live. com" <david.paice@live.com>, David Paice <paice.da@gmail.com>, David & Briana Paice <dbpaice@comcast.net>

Dear David,

I need an immediate disbursement from my trust fund of \$65,000 by October 31, 2022 to pay for my attorney's fees as was suggested on pages 5 and 6 of your attorney's letter dated October 13, 2022. This will be used to review the accounting of my trust, which I do not agree with.

Please send me a copy of all check registers and canceled checks showing payment and approval of your attorney's fees as stated on page 4 of your attorney's letter dated October 13, 2022.

Thank you,

Sharon Harold

Sharon M. Harold



Sharon Harold <smharold7@gmail.com>

RE: Disbursement

4 messages

Sharon Harold <smharold7@gmail.com>

Fri, Oct 28, 2022 at 2:16 PM

To: David Paice <paice.da@gmail.com>, David Paice <paice@outlook.com>, "david paice@live. com" <david.paice@live.com>, "Schilbach, Aleksander" <SchilbachA@lanepowell.com>

Cc: Michelle Blackwell <mblackwell@blackwell.law>

Dear David and Mr Schilbach,

This is my 3rd request.

I need an immediate response from you. Are you going to send me my \$100,000. for attorney fees by October 31, 2022?

Sharon M. Harold

On Wed, Oct 26, 2022, 12:58 PM Sharon Harold <smharold7@gmail.com> wrote:

Dear David and Mr Schilbach,

I need to know if you are going to send the \$100,000 I requested for attorney fees. Please reply YES or NO within 28 hrs.

Sharon M. Harold

On Wed, Oct 26, 2022 at 12:36 PM Michelle Blackwell <mblackwell@blackwell.law> wrote:

Mr. Shilbach,

This email responds to yours dated October 25, 2022. Please continue to correspond directly with Ms. Sharon Harold until further notice.

As of this moment, Ms. Sharon Harold is not yet represented by counsel. I anticipate representing her soon, but I am not yet formally engaged. There is one housekeeping matter that requires Ms. Harold's attention before I can confirm the representation with you.

Ms. Harold,

Please feel free to continue to communicate directly with Mr. Shilbach regarding your request below.

Very sincerely,

Michelle

Michelle A. Blackwell

Attorney | Managing Shareholder

BLACKWELL LAW, P.C. dba BLACK LETTER LAW

Oregon | California | Idaho | Washington

747 Blair Blvd

PO Box 10326

Eugene, OR 97440

P: [541 345-8800](tel:5413458800)

www.blackletter.law

CONFIDENTIALITY NOTICE: DO NOT read, copy, or disseminate this communication unless you are the intended recipient(s). This email is confidential, privileged and is solely for the intended recipient(s). If you received this communication in error, please call us immediately at (541) 345-8800 and ask to speak to the sender of the communication. Also, please reply to this email, notify the sender that you have received the communication in error and permanently delete all copies of this email from your records. This communication, along with any attachments, is not tax advice intended to be used to avoid tax penalties. Thank you.

From: Schilbach, Aleksander <SchilbachA@LanePowell.com>

Sent: Tuesday, October 25, 2022 12:18 PM

To: Michelle Blackwell <mblackwell@blackwell.law>

Cc: Ohainle, Paul <OhainleP@LanePowell.com>; Webb, Silvia <WebbS@LanePowell.com>; MautnerG@LanePowell.com

Subject: RE: Disbursement


Removing Ms. Sharon Harold and Mr. David Paice from the E-mail

Dear Ms. Blackwell,

On the understanding that you may represent Ms. Sharon Harold, I'm reaching out to ask if you have a few minutes free to discuss Ms. Harold's request below. Please let me know if you have time available today for a call. I'm generally available from now until 4:30 PM. Thank you, and I look forward to connecting with you soon.

Best regards,

Sascha

 Image removed by sender.

ALEKSANDER "Sascha" SCHILBACH

Associate Bio | vCard

(He/Him)
schilbacha@lanepowell.com
D 206.223.7094 C 206.436.9909
LANEPOWELL.COM

From: Sharon Harold <smharold7@gmail.com>
Sent: Saturday, October 22, 2022 4:44 PM
To: David Paice <paice@outlook.com>; david paice@live. com <david.paice@live.com>; David Paice <paice.da@gmail.com>
Cc: Schilbach, Aleksander <SchilbachA@LanePowell.com>; Ohainle, Paul <OhainleP@LanePowell.com>; Webb, Silvia <WebbS@LanePowell.com>; Michelle Blackwell <mblackwell@blackwell.law>
Subject: Disbursement

CAUTION: This is an external email. Do **NOT** click links or open attachments unless you are certain the content is safe.

Dear David,

I have not received a reply from my email to you yesterday, therefore I am asking you again to send me the check registers from all my bank accounts immediately.

Since you have not sent me what I have asked for and in light of your attorney's letter, I have now retained counsel and require a revised distribution of \$100,000 from my trust as a retainer for legal fees.

Please send me the revised retainer funds of \$100,000 by October 31, 2022.

Thank you,

Sharon M. Harold

This message is private or privileged. If you are not the person for whom this message is intended, please delete it and notify me immediately, and please do not copy or send this message to anyone else.

Sharon Harold <smharold7@gmail.com>
To: "Webb, Silvia" <WebbS@lanepowell.com>
Cc: Michelle Blackwell <mblackwell@blackwell.law>

Fri, Oct 28, 2022 at 2:59 PM

Dear Silvia

I am forwarding this to you because of the automatic reply from Mr Schilbach

Sharon

[Quoted text hidden]

Schilbach, Aleksander <SchilbachA@lanepowell.com>

Fri, Oct 28, 2022 at 4:17 PM

To: Sharon Harold <smharold7@gmail.com>, David Paice <paice.da@gmail.com>, David Paice <paice@outlook.com>, "david paice@live. com" <david.paice@live.com>

Cc: Michelle Blackwell <mblackwell@blackwell.law>, "Mautner, Gail" <MautnerG@lanepowell.com>, "Webb, Silvia" <WebbS@lanepowell.com>

Dear Ms. Harold:

Thank you for your email. We are trying to arrange a time to discuss these matters early next week with Ms. Blackwell, but Mr. Paice as trustee has determined that a \$100,000 distribution is not appropriate at this time.

Ms. Blackwell:

We would very much like to discuss Ms. Harold's request with you and this matter generally early next week. Can you please let us know what time you are available for a call on Monday, October 31? We look forward to connecting with you to discuss this. Thank you.

Kind Regards,
Sascha



ALEKSANDER "Sascha" SCHILBACH

Associate

(He/Him)

schilbacha@lanepowell.com

D 206.223.7094 **C** 206.436.9909

LANEPOWELL.COM

From: Sharon Harold <smharold7@gmail.com>

Sent: Friday, October 28, 2022 2:16:36 PM

To: David Paice <paice.da@gmail.com>; David Paice <paice@outlook.com>; david paice@live. com <david.paice@live.com>; Schilbach, Aleksander <SchilbachA@LanePowell.com>

Cc: Michelle Blackwell <mblackwell@blackwell.law>

Subject: RE: Disbursement

[Quoted text hidden]

Schilbach, Aleksander <SchilbachA@lanepowell.com>

Mon, Oct 31, 2022 at 2:08 PM

To: Michelle Blackwell <mblackwell@blackwell.law>

Cc: "Mautner, Gail" <MautnerG@lanepowell.com>, "Webb, Silvia" <WebbS@lanepowell.com>, Sharon Harold <smharold7@gmail.com>

Removing Mr. Paice

Dear Ms. Blackwell,

Letter To David Paice

2

Dear David,

Countless times I have told you to stop spending ^{TRUST} money on attorneys. I hope what you are spending is out of your pocket and not my trust for which you have refused me money to pay an attorney for my fees for which my attorney resigned because I could not come up with another \$10,000 retainer.

FEI A I have asked for an accounting, checks check registers etc, for my trust none of which were forth coming. Investments (3 or 4) I told Brian to cash out & reinvest, he did, I noticed on a couple of statements, (about 2020 Then I stopped getting investments or 2021 statements all together for the year 2022.

I noticed FEIAX & FSTAX were back again in the negative in the 4th quarter BECU statement I received from LPL FINANCIAL - which shows a value of 706,585⁹⁸ Jan 1, 2022 & 522,722⁵⁶ Dec 31, 2022 where did \$173,863.42 from my trust when I only received approximately \$30,000 annually

APPENDIX

State of California

PROBATE CODE

Section 81

81. “Transferor” means the testator, settlor, grantor, owner, or other person who executes an instrument.

(Enacted by Stats. 1990, Ch. 79.)

State of California

PROBATE CODE

Section 16002

16002. (a) The trustee has a duty to administer the trust solely in the interest of the beneficiaries.

(b) It is not a violation of the duty provided in subdivision (a) for a trustee who administers two trusts to sell, exchange, or participate in the sale or exchange of trust property between the trusts, if both of the following requirements are met:

(1) The sale or exchange is fair and reasonable with respect to the beneficiaries of both trusts.

(2) The trustee gives to the beneficiaries of both trusts notice of all material facts related to the sale or exchange that the trustee knows or should know.

(Enacted by Stats. 1990, Ch. 79.)

State of California

PROBATE CODE

Section 16003

16003. If a trust has two or more beneficiaries, the trustee has a duty to deal impartially with them and shall act impartially in investing and managing the trust property, taking into account any differing interests of the beneficiaries.

(Amended by Stats. 1995, Ch. 63, Sec. 1. Effective January 1, 1996.)

State of California

PROBATE CODE

Section 16080

16080. Except as provided in Section 16081, a discretionary power conferred upon a trustee is not left to the trustee's arbitrary discretion, but shall be exercised reasonably.

(Enacted by Stats. 1990, Ch. 79.)

State of California

PROBATE CODE

Section 21101

21101. Unless the provision or context otherwise requires, this part applies to a will, trust, deed, and any other instrument.

(Amended by Stats. 2002, Ch. 138, Sec. 10. Effective January 1, 2003.)

State of California

PROBATE CODE

Section 21102

21102. (a) The intention of the transferor as expressed in the instrument controls the legal effect of the dispositions made in the instrument.

(b) The rules of construction in this part apply where the intention of the transferor is not indicated by the instrument.

(c) Nothing in this section limits the use of extrinsic evidence, to the extent otherwise authorized by law, to determine the intention of the transferor.

(Amended by Stats. 2002, Ch. 138, Sec. 11. Effective January 1, 2003.)

State of California

PROBATE CODE

Section 21121

21121. All parts of an instrument are to be construed in relation to each other and so as, if possible, to form a consistent whole. If the meaning of any part of an instrument is ambiguous or doubtful, it may be explained by any reference to or recital of that part in another part of the instrument.

(Amended by Stats. 2002, Ch. 138, Sec. 29. Effective January 1, 2003.)

State of California

PROBATE CODE

Section 21122

21122. The words of an instrument are to be given their ordinary and grammatical meaning unless the intention to use them in another sense is clear and their intended meaning can be ascertained. Technical words are not necessary to give effect to a disposition in an instrument. Technical words are to be considered as having been used in their technical sense unless (a) the context clearly indicates a contrary intention or (b) it satisfactorily appears that the instrument was drawn solely by the transferor and that the transferor was unacquainted with the technical sense.

(Amended by Stats. 2002, Ch. 138, Sec. 30. Effective January 1, 2003.)

State of California

PROBATE CODE

Section 16080

16080. Except as provided in Section 16081, a discretionary power conferred upon a trustee is not left to the trustee's arbitrary discretion, but shall be exercised reasonably.

(Enacted by Stats. 1990, Ch. 79.)

State of California

PROBATE CODE

Section 16081

16081. (a) Subject to the additional requirements of subdivisions (b), (c), and (d), if a trust instrument confers “absolute,” “sole,” or “uncontrolled” discretion on a trustee, the trustee shall act in accordance with fiduciary principles and shall not act in bad faith or in disregard of the purposes of the trust.

(b) Notwithstanding the use of terms like “absolute,” “sole,” or “uncontrolled” by a settlor or a testator, a person who is a beneficiary of a trust that permits the person, either individually or as trustee or cotrustee, to make discretionary distributions of income or principal to or for the benefit of himself or herself pursuant to a standard, shall exercise that power reasonably and in accordance with the standard.

(c) Unless a settlor or a testator clearly indicates that a broader power is intended by express reference to this subdivision, a person who is a beneficiary of a trust that permits the person, as trustee or cotrustee, to make discretionary distributions of income or principal to or for the benefit of himself or herself may exercise that power in his or her favor only for his or her health, education, support, or maintenance within the meaning of Sections 2041 and 2514 of the Internal Revenue Code. Notwithstanding the foregoing and the provisions of Section 15620, if a power to make discretionary distributions of income or principal is conferred upon two or more trustees, the power may be exercised by any trustee who is not a current permissible beneficiary of that power ; and provided further that if there is no trustee who is not a current permissible beneficiary of that power, any party in interest may apply to a court of competent jurisdiction to appoint a trustee who is not a current permissible beneficiary of that power, and the power may be exercised by the trustee appointed by the court.

(d) Subdivision (c) does not apply to either of the following:

(1) Any power held by the settlor of a revocable or amendable trust.

(2) Any power held by a settlor’s spouse or a testator’s spouse who is the trustee of a trust for which a marital deduction, as defined in Section 21520, has been allowed.

(e) Subdivision (c) applies to any of the following:

(1) Any trust executed on or after January 1, 1997.

(2) Any testamentary trust created under a will executed on or after January 1, 1997.

(3) Any irrevocable trust created under a document executed before January 1, 1997, or any revocable trust executed before that date if the settlor was incapacitated as of that date, unless all parties in interest elect affirmatively not to be subject to the application of subdivision (c) through a written instrument delivered to the trustee. That election shall be made on or before the latest of January 1, 1998, three years after the date on which the trust became irrevocable, or, in the case of a revocable

trust where the settlor was incapacitated, three years after the date on which the settlor became incapacitated.

(f) Notwithstanding the foregoing, the provisions of subdivision (c) neither create a new cause of action nor impair an existing cause of action that, in either case, relates to any power limited by subdivision (c) that was exercised before January 1, 1997.

(g) For purposes of this section, the term “party in interest” means any of the following persons:

(1) If the trust is revocable and the settlor is incapacitated, the settlor’s legal representative under applicable law, or the settlor’s attorney-in-fact under a durable power of attorney that is sufficient to grant the authority required under subdivision (c) or (e), as applicable.

(2) If the trust is irrevocable, each trustee, each beneficiary then entitled or authorized to receive income distributions from the trust, or each remainder beneficiary who would be entitled to receive notice of a trust proceeding under Section 15804. Any beneficiary who lacks legal capacity may be represented by the beneficiary’s legal representative, attorney-in-fact under a durable power of attorney that is sufficient to grant the authority required under subdivision (c) or (e), as applicable, or in the absence of a legal representative or attorney-in-fact, a guardian ad litem appointed for that purpose.

(Amended by Stats. 1996, Ch. 410, Sec. 1. Effective January 1, 1997.)

RCW 11.96A.020 General power of courts—Intent—Plenary power of the court. (1) It is the intent of the legislature that the courts shall have full and ample power and authority under this title to administer and settle:

(a) All matters concerning the estates and assets of incapacitated, missing, and deceased persons, including matters involving nonprobate assets and powers of attorney, in accordance with this title; and

(b) All trusts and trust matters.

(2) If this title should in any case or under any circumstance be inapplicable, insufficient, or doubtful with reference to the administration and settlement of the matters listed in subsection (1) of this section, the court nevertheless has full power and authority to proceed with such administration and settlement in any manner and way that to the court seems right and proper, all to the end that the matters be expeditiously administered and settled by the court. [1999 c 42 § 103.]