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

9 In re the Matter of

Case No. 22-4-08326-1 KNT

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

13 a Trust.

**SUPPLEMENTAL BRIEF RE: LANE  
POWELL'S MISREPRESENTATION OF  
MEDIATION REQUIREMENTS IN  
SUPPORT OF JOINT VERIFIED  
OBJECTION (DKT 28)**

14  
15 Respondents Charles A. Harold, Jr., John J. Harold, Angel Harold, Amy Jane  
16 Small and Josette Ramirez herein incorporate by reference all prior submissions to this  
17 Court in the captioned TEDRA matter, and all submissions in the case entitled, *Harold*  
18 *v. Paice*, Case No. 23-2-03980-7 as if fully set forth herein. Each and every allegation,  
19 argument, exhibit and objection previously submitted by Respondents is reiterated and  
20 realleged with the same force and effect as if fully stated in this document, the  
21 Supplemental Brief Regarding Lane Powell's Misrepresentation of Mediation  
22 Requirements in Support of the Verified Joint Objection to Verified Petition for Approval  
23 of Interim Account; For Discharge of Successor Trustee; and For Appointment of  
24 Successor Trustee as follows:

25 **I. INTRODUCTION**

26 Respondents request the Court to rule sua sponte and enforce its order that  
27 California law governs the administration of the trust and sanction Lane Powell for  
28 misrepresenting the applicable law and misleading pro se Respondents into mediation.

SUPPLEMENTAL BRIEF RE: LANE POWELL'S - 1  
MISREPRESENTATION OF MEDIATION REQUIREMENTS

CHARLES A. HAROLD, JR., IN PRO SE  
1455 N. TOMAHAWK ROAD  
APACHE JUNCTION, AZ 85119  
(818) 652-6400;  
EMAIL: [CHUCKHAROLD@GMAIL.COM](mailto:CHUCKHAROLD@GMAIL.COM)

1 Lane Powell's post mediation preparation of a "Binding Nonjudicial Settlement  
2 and Release Agreement Pursuant to Chapter 11.96A RCW" (Agreement) during  
3 fraudulent mediation also directly violated this Court's ruling that California law applies  
4 to this case. Lane Powell violated this Court's ruling by (1) drafting the Agreement under  
5 Washington law; (2) by demonstrating a disregard for this Court's authority; and, (3) by  
6 misleading the parties involved.

7 The unnecessary and fraudulent mediation resulted in using thousands of dollars  
8 from the Trust fund to pay for mediation costs, and attorney fees charged to Grantor  
9 which diminished the future value of the Trust and Respondents' future distributions.

10 Lane Powell should be sanctioned and surcharged to replenish any and all costs  
11 charged to the Trust, Grantor and/or Respondents, either directly in cost sharing or  
12 indirectly as a result of encumbering the Trust with unattainable creditor charges for  
13 attorney fees as stated in DiMaria v. Bank of California, 237 Cal.App.2d 254 (1965).

## 14 **II. STATEMENT OF FACTS**

15 The Court has previously ruled that California statutes and case law shall govern  
16 the trust and this proceeding.

17 Despite this ruling, "Trustee" Paice's attorneys insisted that Respondents must  
18 attend mediation based on Washington law, which is a misrepresentation by "Trustee's"  
19 Paice's attorneys because California law applies.

20 Specific statements made by "Trustee" Paice's attorneys demonstrating their  
21 misrepresentation include, but are not limited to:

22 (1) "On March 27, 2023, Petitioner served a Notice of Mediation Under RCW  
23 11.96A.300. In accordance with RCW 11.96A.300(4), Petitioner proposed three  
24 acceptable mediators.", and

25 (2) "We do have a motion to continue the trial date noted for April 7, 2023, as  
26 well as having served a Notice for Mediation pursuant to RCW 11.96A.300, which makes  
27 mediation mandatory unless the Court finds 'good cause' not to mediate."  
28

1 The impact on Respondents, in believing the misrepresentation, was that they  
2 reluctantly agreed to mediation but insisted on using a California mediator. Lane Powell  
3 previously insisted on a Washington mediator. As far as Respondents can determine,  
4 no order was issued by Judge Yip directing parties to attend mediation.

5 The mediation resulted in the drafting of Lane Powell's "Binding Nonjudicial  
6 Settlement and Release Agreement Pursuant to Chapter 11.96A RCW."

### 7 **III. DISCUSSION**

#### 8 **A. Violations by Lane Powell.**

9 This misrepresentation by Lane Powell and their insistence on mandatory  
10 mediation under Washington law, despite this Court's prior ruling to apply California law,  
11 constitutes a serious misrepresentation of the legal requirements governing the dispute.

12 Lane Powell's actions are a violation of Washington Rules of Professional 4.1:  
13 Truthfulness in Statements to Others.

14 Lane Powell also violated Washington Rules of professional Conduct 4.3:  
15 Dealing With Persons Not Represented by a Lawyer.

16 Attorneys owe a duty of candor to the court. The actions of Lane Powell's  
17 attorneys violate this duty the Court by disregarding its prior ruling regarding applicable  
18 law to this dispute. They applied Washington law instead of California law, despite  
19 Respondents' objections.

#### 20 **B. Ethical Obligations to Pro Se Litigants.**

21 The Washington State of Judicial Conduct Rule 2.2 states "It is not a violation of  
22 this rule for a judge to make reasonable accommodations to ensure pro se litigants the  
23 opportunity to have their matters fairly heard."

#### 24 **C. Other Legal and Ethical Violations by Lane Powell.**

25 Lane Powell's statements about mandatory mediation under Washington law  
26 constitute fraud, as they were false representations of material fact made with  
27 knowledge of their falsity and intent to induce reliance. (Lazar v. Superior Court (1996)  
28 12 Cal.4th 631, 638).

1        These actions by Lane Powell constitute legal malpractice because their actions  
2 fall below the expected standard of care and potentially caused harm to the Trust and  
3 its beneficiaries. (Crane v. State Bar (1981) 30 Cal.3d 117, 122.)

4        While Lane Powell does not represent the beneficiaries of the Trust, Lane  
5 Powell's actions on behalf of their client the Trustee, may breach fiduciary duties owed  
6 to the Trust. (Pierce v. Lyman (1991) 1 Cal.App.4th 1093.)

#### 7                    **IV. APPLICATION OF CALIFORNIA LAW ON MEDIATION**

8        Under California law, mediation is generally voluntary. (Cal. Evid. Code §  
9 1115(a).) Courts have discretion to order mediation as stated in Cal. Probate Code §  
10 17206, but it is not a default requirement. The California Supreme Court in Foxgate  
11 Homeowners' Assn. v. Bramalea California, Inc., 26 Cal. 4<sup>th</sup> 1 (2001) emphasized the  
12 voluntary nature of mediation. However, in Breslin v. Breslin, 62 Cal.App.5th 801 (2021),  
13 the court validated that a California probate judge may order the private mediation of  
14 trust disputes. No such order was issued in this matter.

#### 15                    **V. IMPACT OF IMPROPER AGREEMENT PREPARATION**

16        Lane Powell's preparation of the "Binding Nonjudicial Settlement and Release  
17 Agreement Pursuant to Chapter 11.96A RCW" further compounds the attorney's  
18 misconduct because:

- 19                    a) It directly contravenes the court's ruling on applicable law;
- 20                    b) It misleads the pro se beneficiaries about their rights under California law,  
21                    and.
- 22                    c) It renders any resulting possible future agreements unenforceable under  
23                    California law.

#### 24                    **VI. CONCLUSION**

25        Lane Powell's conduct represents a serious breach of professional ethics and  
26 violates multiple statutes. By misrepresenting the applicable law, disregarding this  
27 Court's ruling, and exploiting pro se litigants, Lane Powell has undermined the integrity  
28

1 of the legal process. This Court should take immediate action to address these  
2 violations, protect the rights of the pro se Respondents, and ensure compliance with its  
3 ruling on the application of California law.

4 **VII. REQUESTS FOR SUA SPONTE RELIEF**

- 5 1. Immediate removal of David Allen Paice as Trustee.
- 6 2. Appointment of a temporary trustee.
- 7 3. An order for a forensic accounting of the Trust, paid for by the Trustee
- 8 David Allen Paice and Lane Powell.
- 9 4. A surcharge against Lane Powell and David Allen Paice to restore the
- 10 Trust to its pre-TEDRA case assets of approximately \$708,000.
- 11 5. Sanctions against Lane Powell for their unethical violations.
- 12 6. End the TEDRA matters immediately because three years of litigation is
- 13 in direct conflict with the spirit of RCW 11.96A.010.

14 Respectfully submitted;

15 DATED: July 17, 2024

s/Charles A. Harold, Jr.

16 Charles A. Harold, Jr., Residual Beneficiary and  
17 Respondent in pro se  
18 1455 N. Tomahawk Rd.  
19 Apache Junction, AZ 85119  
Tel: 818-652-6400 / E-mail: [chuckharold@gmail.com](mailto:chuckharold@gmail.com)

20 DATED: July 17, 2024

s/John Harold

21 John Harold, Residual Beneficiary and  
22 Respondent in pro se  
23 230 Westmont Dr.  
24 Reedsport, OR 97467  
25 Tel: (541) 662-6262  
26 Email: [john6231@live.com](mailto:john6231@live.com)

1 DATED: July 17, 2024

s/Angel Harold  
Angel Harold, Residual Beneficiary and  
Respondent in pro se  
26707 Isabella Pkwy Unit 202  
Canyon Country, CA 91351  
Tel: (661) 289-4238  
Email: angelharold25@gmail.com

5 DATED: July 17, 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

10 DATED: July 17, 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 1,150  
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 17, 2024, I caused the following documents: **SUPPLEMENTAL BRIEF RE: LANE POWELL'S MISREPRESENTATION OF MEDIATION REQUIREMENTS IN SUPPORT OF JOINT VERIFIED 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](mailto:mautnerg@lanepowell.com)  
[schilbacha@lanepowell.com](mailto: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](mailto:paul@northcitylaw.com)

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

John J. Harold  
230 Westmont Dr.  
Reedsport, OR 97467  
Tel: (541) 662-6262  
Email: [john6231@live.com](mailto:john6231@live.com)

Residual Beneficiary, Pro Se

Amy Jane Small  
P.O. Box 352  
Graeagle, CA 96103  
Tel: (805) 827-0051  
Email: [aj.harold9@gmail.com](mailto:aj.harold9@gmail.com)

Residual Beneficiary, Pro Se

Angel Harold  
100 River Bend Rd. #103  
reedsport, OR 97467  
Tel: (661) 289-4238  
Email: [angelharold25@gmail.com](mailto:angelharold25@gmail.com)

Residual Beneficiary, Pro Se

1 Josette Harold Ramirez  
2 11319 Playa St.  
3 Culver City, CA 90230  
4 Tel: (310) 280-6229  
5 Email: [jobabe007@gmail.com](mailto:jobabe007@gmail.com)

Residual Beneficiary, Pro Se

6 Jenifer Sawyer  
7 1819 74th St. E  
8 Tacoma, WA 98404  
9 E-mail: send2jen3@hotmail.com

Residual Beneficiary, Pro Se

10 Nicole Loomis  
11 31688D U.S. 97  
12 Tonasket, WA 98855  
13 E-mail: crazyapples10@gmail.com

Residual Beneficiary, Pro Se

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

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

19 Dated July 17, 2024, at Apache Junction, Arizona.

20 s/Charles A. Harold, Jr.  
21 Charles A. Harold, Jr.