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

In re the Matter of

Case No. 22-4-08326-1 KNT

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

a Trust.

**OPPOSITION OF RESPONDENTS TO  
MOTION OF PETITIONER TO  
CONTINUE TRIAL DATE AND ENTER  
CASE SCHEDULING ORDER WITH  
APPROPRIATE PRE-TRIAL  
DEADLINES**

**I. INTRODUCTION**

Grantor Sharon M. Harold ("Grantor") and Residual Beneficiaries Charles A. Harold, Jr., John J. Harold, Angel Harold, Amy Jane Small, and Josette Harold Ramirez (hereinafter collectively referred to as "Respondents") oppose Petitioner's Motion to Continue Trial Date and Enter Case Scheduling Order with Appropriate Pre-Trial Deadlines and respectfully request that the trial date remain as currently calendared.

**II. STATEMENT OF FACTS**

In 2010, Petitioner David A. Paice ("Paice"), Acting Trustee of the Sharon M. Harold Irrevocable Trust dated November 12, 2004 ("Trust") allegedly became successor trustee of the Trust. For the next 13 years, Paice breached his duties as a Trustee by commingling funds, conversion of funds, lacking transparency, refusing to provide an accounting, breach of loyalty, among numerous other breaches as more fully set forth in Respondents' Verified Objection (Dkt. #28). Prior to this TEDRA

1 Petition, Paice improperly used Grantor's trust money to retain legal representation  
2 then provided a preliminary accounting of trust to Respondents which was not in  
3 compliance with California Probate Code § 1060 *et seq.* Paice refused to provide the  
4 supporting documents for his accounting unless all beneficiaries signed a Release  
5 providing immunity for him, his wife and his minor daughter. Paice threatened to spend  
6 more of Grantor's trust money on litigation unless all beneficiaries signed a release.  
7 Since Respondents refused to sign his release of liability, Paice commenced this  
8 TEDRA action.

### 9 **III. LEGAL ARGUMENTS**

#### 10 **A. Trustee Is Trying To Buy Time By Requesting A Continuance Of Trial** 11 **Date.**

12 Paice is represented by the prestigious law firm of Lane Powell, P.C. Lane  
13 Powell boasts nearly 200 attorneys covering 35 practice areas and industries. As  
14 stated previously, Paice is able to afford the attorneys of his choice by using Grantor's  
15 trust money, which as clearly stated in her Trust is intended for her benefit including  
16 future healthcare needs, not Paice's legal needs to have his breach of fiduciary duties  
17 ratified by this Court. The ratification of Paice's malfeasance is not the business of the  
18 Trust. With all this legal power, Paice should not need additional time to prepare for  
19 trial. Despite Paice denying Grantor's requests for her funds to retain the lawyer of her  
20 choice, resulting in an unlevel playing field with the odds stacked against  
21 Respondents, Respondents do not wish to extend this litigation past May 1, 2023, the  
22 currently scheduled trial date.

23 Furthermore, Paice argues that he desires additional time for discovery and for  
24 settlement negotiations. Since retaining Lane Powell by Paice in June 2022 to date,  
25 there has been no discovery nor settlement negotiations by anyone associated with or  
26 representing Paice. Respondents question why that would change just because the  
27 trial date is continued. Paice has had ample time to conduct discovery and attempt  
28 any sort of settlement.

1           **B. A Continuance Of The Trial Date Would Waste Additional Trust Assets.**

2           Respondents have been very clear from the outset of this litigation that their  
3 intent is to ensure that there are sufficient funds for Grantor to live comfortably in an  
4 appropriate care facility. Their intent is to cease the expenditure of trust funds. It  
5 appears that Paice and his lawyers have a different intent. If this matter is continued  
6 to November, Paice and Lane Powell would waste additional trust assets with  
7 discovery and additional frivolous motions. The only issue in this entire matter is  
8 whether to approve Paice's accounting or not. There is no discovery necessary.  
9 There are no further motions necessary. The accounting is before the Court and as a  
10 matter of California Probate law the accounting cannot be approved. Paice and Lane  
11 Powell are churning this file, since it is not Paice's money. At this rate, Paice's  
12 admonition that there are insufficient funds for Grantor to be in assisted living will  
13 come to fruition because he will have wasted them on this unnecessary TEDRA  
14 proceeding.

15           **C. This Motion Is Premature.**

16           On March 6, 2023, a Temporary Protection Order was issued against Paice  
17 making this motion premature. The intervening Temporary Protection Order and  
18 Hearing Notice for Sharon M. Harold a Vulnerable Adult against Paice for Financial  
19 Abuse is scheduled for March 20, 2023. In the interim, Paice's LPL Financial account  
20 has been frozen and BECU is on notice to freeze the BECU accounts as well.

21           The Protection Order is our "objection." An actual accounting of Trust pursuant  
22 to California Probate Code §§ 1060-1064 has been ordered. Furthermore, this  
23 accounting must include the year 2022, which to date has not been presented to  
24 Grantor. This accounting must include Lane Powell's IOLTA so that this Court and  
25 Respondents have a transparent view of how Grantor's money is being improperly  
26 spent by Paice. The accounting provided by Paice is not in compliance with California  
27 Probate Code, as alluded to by David Llewellyn in his cover letter for the accounting of  
28 Trust for the years 2010 through 2021. *See Verified Joint Objection (Dkt. #28).*

1 Since the Protection Order hearing has the authority to dismiss this TEDRA  
2 matter as "litigious litigation" and freeze all Paice's accounts for one year, including  
3 Lane Powell's IOLTA, it seems premature to set a trial date at all.

4 There are very serious charges of professional misconduct against Paice and  
5 Lane Powell regarding the misuse of Grantor's Trust funds in the Protection Order  
6 hearing.

#### 7 **IV. CONCLUSION**

8 For all the reasons stated herein, Respondents respectfully request that this  
9 Court deny Petitioner's Motion to Continue Trial Date and Enter Case Scheduling  
10 Order with Appropriate Pre-Trial Deadlines and that the trial date remain as currently  
11 scheduled.

12 DATED: March 9, 2023

s/Charles A. Harold, Jr.

13 Charles A. Harold, Jr., Residual Beneficiary and  
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18 DATED: March 9, 2023

s/Sharon M. Harold

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24 DATED: March 9, 2023

s/John Harold

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DATED: March 9, 2023

s/Angel Harold  
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DATED: March 9, 2023

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DATED: March 9, 2023

s/Josette Harold Ramirez  
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We certify that this memorandum contains 910  
words, in compliance with the Local Civil Rules.