

75577-3

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Court of Appeals
Division I
State of Washington

75577-3

No. 75577-3-1

**IN THE COURT OF APPEALS
OF THE STATE OF WASHINGTON
DIVISION 1**

Leonard Umina,

Appellant/Petitioner,

vs.

Luke Lumina,

Respondent/Respondent.

OPENING BRIEF OF APPELLANT LEONARD UMINA

Appeal from the Superior Court of Skagit County
Case No.: 16-4-00213-7
The Honorable Laura Riquelme

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I. INTRODUCTION

The present appeal arises out of the trial court's improper and/or premature dismissal of Leonard Umina's (hereinafter "Leonard") TEDRA Petition. Therein, Leonard sought a judicial interpretation of a trust document as it relates to his purported personal obligation to satisfy a civil judgment against him for trust business while Leonard was a Trustee of the trust – an eventuality expressly prohibited by the trust itself.

II. ASSIGNMENT OF ERRORS

1. The trial court erred in entering the order of July 8, 2016, dismissing Leonard's TEDRA Petition.
2. The trial court erred in not setting the Petition for a further hearing or trial to allow the Parties to fully present the case.
3. The trial court erred by not excluding Luke Lumina's (hereinafter "Luke")¹ evidence, properly objected to by Leonard.
4. The trial court erred in awarding attorneys' fees to Luke.

III. ISSUES PERTAINING TO ASSIGNMENTS OF ERROR

1. Via the TEDRA Petition, Leonard presented a discreet and novel issue arising out of the interpretation of a trust

¹ Due to the similarity of the Parties' surnames, for the sake of clarity the Parties are referred to by their first names only.

document. Under the terms of the Trust, is a Trustee personally liable for a judgment which arises out of his performance of Trust business? (Assignment of Error 1.)

2. The determination of the issue presented in the Petition involved competing interpretations by the Parties of a trust provision. Should the trial court have set this matter for trial or ordered a further hearing to allow the Parties to more thoroughly demonstrate the merits of their claims and/or address any factual concerns of the trial court? (Assignment of Error 2.)

3. Luke's Opposition to the TEDRA Petition contained a myriad of inadmissible evidence which was timely objected to by Leonard. Should the trial court have excluded the evidence objected to and disregarded the same when determining the issue presented by the Petition? (Assignment of Error 3.)

4. Should the trial court have awarded attorneys' fees to Luke at the conclusion of the hearing on the TEDRA Petition? (Assignment of Error 4.)

IV. STATEMENT OF THE CASE

A. Factual Background

The following appeal arises out of an ongoing dispute over activities performed while Leonard was the Trustee of the Equestrian Realty Trust (“Equestrian” or the “Trust”).² On or about March 18, 1971, Luke (being known at the time as Anthony P. Umina) created the Equestrian Realty Trust. (CP, at pp. 11.) On or about November 19, 1997, Luke amended the Trust to name Leonard as a Co-Trustee. (CP, at pp. 12.) From that time until about December 16, 2005, Leonard served in his capacity as Trustee of Equestrian with all attendant rights and protections as set forth in the Trust. (CP, at pp. 12.)

On or about November 20, 1997, as part of Luke’s further estate plan, Luke created the LMMK Trust (hereinafter, “LMMK”). (CP, at pp. 12.) The trust res of LMMK was comprised of the assets of Equestrian.³ (*Id.*) During the time frame of 1997 to 2005, Leonard, as Trustee of both trusts, managed the assets of the trusts and took such action as was required as a trustee, including the distribution of funds for the benefit of

² Additionally, Leonard is and always has been a named beneficiary under the Trust.

³ Subsequently, LMMK was deemed by a California court to have never been validly created, and thus, any and all assets purportedly owned by LMMK, by operation of law, reverted back to Equestrian. As such, all assets in question were the property of Equestrian.

the named Beneficiaries and their children, as well as the payment of taxes and operating expenses. All activities undertaken by Leonard during that time were in his capacity as Trustee pursuant to the express and broad powers granted to him as a Trustee under the Trust. (CP, at pp. 59-60.)

The terms of Equestrian grant Trustees broad power to manage Trust business and Trust assets as they see fit. (CP, at pp. 60; CP, at pp. 15-20.) When Leonard was named Trustee, he was given “all of the powers and under the same terms and conditions as . . . under the original trust.” (CP, at pp. 22-23.) Such powers included the power to sell Trust res, make payments to beneficiaries, and to otherwise “deal with Trust property as though beneficial owner thereof.” (CP, at pp. 60.) Moreover, the terms of Equestrian explicitly state that no Trustee shall be held personally liable for any obligation, judgment or liability incurred as a result of their management of the Trust. (CP, at pp. 56-57; CP, at pp. 15-20.)

On or about September 22, 2008, Luke filed an action in El Dorado County Superior Court, State of California (Case No. PC20060229) for a myriad of causes of action relating to business conducted by Leonard and the purported unjust enrichment of Leonard from Trust proceeds. (CP, at pp. 12; CP, at pp. 28-34.) The litigation ultimately resulted in a judgment in favor of Luke against Leonard personally in the amount of \$229,500.00

(hereinafter the “Judgment”)⁴ related only to a single cause of action tied directly to Leonard’s activities as Trustee of Equestrian. (CP, at pp. 12-13; CP, at pp. 35-38, 40-45.) Indeed, it is of great significance to note that no cause of action was ever brought against Leonard for Breach of Fiduciary Duty or any other violations of the terms of the Trust (which could arguably have altered the analysis here).⁵ Thereafter, Luke recorded the Judgment as a lien against all property held by Leonard in El Dorado County, California. (CP, at pp. 12-13; CP, at pp. 40-45.)

On or about April 14, 2016, as Leonard prepared to market certain pieces of encumbered real property, Leonard sent letter correspondence to each current Trustee of Equestrian, demanding that the Judgment be satisfied by Equestrian or otherwise released, as the terms of the Trust prohibit the imposition of personal liability for any obligation arising out of the execution of Trust business. (CP, at pp. 56) To date, the Trustees have refused to satisfy the Judgment or acknowledge the Trust’s obligation to protect Leonard from personal liability for his actions as a Trustee. (*Id.*)

⁴ The Judgment may now have been assigned to Luke’s personal counsel; however, the holder of the Judgment is ultimately irrelevant to the analysis because, regardless of holder, the trust states that a Trustee shall bear no personal responsibility for such judgments.

⁵ In fact, Leonard successfully defended, with a unanimous jury verdict, claims by Luke of fraud and false promise.

B. Procedural History

Leonard filed his TEDRA Petition in Skagit County Superior Court, State of Washington (Case No.: 164002137) on or about May 23, 2016, seeking the interpretation of provisions of Equestrian and the impact on the parties arising from the same. (CP, at pp. 54-66.) The matter was heard before Hon. Judge Laura Riquelme on July 8, 2016. At the conclusion of the hearing, the trial court dismissed the Petition and awarded attorneys' fees to Luke. (CP, at pp. 53.)

V. ARGUMENT

A. The Trial Court Erred In Denying The TEDRA Petition

1. Standard of Review

The trial court's order dismissing Leonard's Petition was based upon conclusions of law that are to be reviewed de novo by this Court. (*Rainier View Court Homeowners Ass'n, Inc. v. Zenker* 157 Wn.App. 710, 719 (2010).) The trial court's dismissal of the Petition was not based upon any finding of fact which precluded Leonard from receiving the relief requested. Specifically, the trial court did not make any factual findings (including any factual finding that Leonard was not a Trustee of Equestrian, was not conducting Trust business or any other factual finding which would otherwise preclude Leonard from being entitled to protection under the provisions of the Trust).

In contrast, the trial court’s decision necessarily relied on conclusions of law, including a finding that TEDRA was inapplicable, the terms of the Trust do not afford Leonard the protection he seeks, or that Leonard has somehow waived his right to invoke the terms of the Trust as a result of the previous litigation related to this dispute. Each of the above conclusions of law, which ultimately led to the trial court incorrectly denying the Petition, are subject to a de novo review. (*Ranier, supra*, at pg. 719.)

2. The TEDRA Petition Should Have Been Granted

- a) **Leonard’s petition was properly brought pursuant to TEDRA and presents a discrete and novel issue which was appropriate for the trial court to consider**

TEDRA vests trial courts with the power to settle “trust matters” including the determination of “questions related to: (i) The construction of [] trusts.” (*See* RCW 11.96A.20; RCW 11.96A.30.) Indeed, TEDRA grants the trial court “full and ample power and authority...to administer and settle:... (b) All trusts and trust matters.” (*See* RCW 11.96A.020(1)(b).) TEDRA confirms the trial court’s plenary power to “proceed...in any manner and way that the court deems right and proper, and to the end that matters be expeditiously administered and settled by

the court.” (RCW 11.96A.020(2).) More specifically, RCW 11.96A.060 confirms the trial court’s authority to issue “all manner and kinds of orders, judgments, citations, notices, summons, writs, and processes that might be considered proper necessary in the exercise of the jurisdiction or powers given by this title.”

Based on the foregoing, it is without question that the trial court was vested with the express statutory authority to resolve the issue presented by the Petition: the interpretation of a specific provision of a trust, where there is currently a dispute amongst the parties as to that same interpretation.

Throughout Luke’s Opposition and at oral argument, he insisted that Leonard’s Petition represented “forum shopping” and that this matter was not properly before a Washington court. (CP, at pp. 74; CP, at pp. 180.) Luke further averred that venue was improper and that the trial court lacked jurisdiction to decide the issue presented via Leonard’s Petition. (CP, at pp. 81-82.) To the extent the trial court relied upon said reasoning – that Leonard’s Petition represented “forum shopping” and that TEDRA was somehow inapplicable or the inappropriate procedural mechanism to decide the issue presented – it represents an inaccurate conclusion of law that requires reversal.

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As set forth in the Petition, the requested relief has not been sought elsewhere and the Petition was not a means to forum-shop. Quite to the contrary, the forum was selected because the key players in Equestrian are all in the State of Washington (which was actually viewed by Leonard as a benefit to Luke and not as forum shopping) – including several of the current trustees, the original declarant, and several beneficiaries. Given this, nearly all of the Trust business is conducted out of Washington. In contrast, and counter to Luke’s position, there is no other appropriate forum for this decision to be made, as there are no remaining trustees, trust business, trust res, or beneficiaries in California (where Luke seems to believe this matter should have been heard).

Ultimately, neither the trial court nor Luke were able to point to a single valid reason to not deem the State of Washington an appropriate forum.

In light of the above, any decision by the trial court which based its reasoning on TEDRA being inapplicable and/or Washington being an inappropriate forum for the determination of this specific question presented, represents an error as TEDRA clearly embraces the current dispute and forum.

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**b) The Trust Language Unquestionably
Protects Leonard From Personal Liability
For His Performance Of Trust Business**

The trial court, being vested with the power to resolve a “trust matter,” which by definition includes the interpretation of a trust provision, erred in its finding that Leonard was not entitled to an Order stating that he was not personally liable for the Judgement. (*See* RCW 11.96A.20; RCW 11.96A.30.) This is the very crux of the issue presented to the trial court.

Equestrian explicitly states that a Trustee shall bear no personal liability for any obligation arising in connection with the Trust business. Specifically, the Trust states as follows:

6. Neither the Trustee nor the beneficiaries shall be personally liable for any money borrowed, or obligation of any kind incurred in connection with this Trust business, and in every promissory note, bond, contract, or other obligation issued or entered into by the Trustee hereunder, he shall refer to this Declaration. All persons or corporations extending credit and contracting with or having any claims against the Trustee hereunder shall look only to the funds and property of the Trust for payment under such contract or claim, or for the payment of any debt, damage, judgment, or decree, or of any money that may otherwise become due or payable to them from the Trustee so that neither the Trustee nor the beneficiaries,

present or future, shall be personally liable
therefore.

(CP, at pp. 15-20.)

At all times relevant, Leonard was a trustee of Equestrian and all business conducted (including that which forms the basis of the Judgment) was done on behalf of the Trust. Indeed, in neither Luke's Opposition (to the extent any argument therein is admissible, *see* discussion below) nor during further oral argument, did Luke contest that Leonard's actions were the execution of Trust business or that the Judgment did not arise out of the same. There simply is no evidence to the contrary and none was presented at the time of the hearing on the Petition (nor could there have been given that it is indisputable that Leonard was performing trust business). As such, the actions which form the basis for the Judgment were undoubtedly Leonard's performance of Equestrian business as contemplated by the express terms of the Trust.

The present factual circumstance (a trustee facing personal liability for his conducting trust business) is specifically contemplated by the terms of the Trust. The obligation of the Trust (and by virtue of their position, the Trustees of the Trust) is explicitly delineated within the Trust document. Specifically, the Judgment was a judgment arising out of Leonard's performance of Trust business that is now being levied against

Leonard's personal assets. This violates the express terms of the Trust which state, in no uncertain manner, that “[n]either the Trustee nor the beneficiary shall be personally liable for any...obligation of any kind incurred in connection with this Trust business” and that “[a]ll persons...having any claim against the Trustee hereunder shall look only to the funds and property of the Trust for payment under such...judgment...so that neither the Trustee nor the beneficiaries...shall be personally liable therefor.” (CP, at pp. 18.) (Emphasis added.)

The trial court's error arises from its failure to recognize that the clear and unambiguous language of the Trust prohibit this precise scenario where one holds a Judgment against Leonard which arises out of his performance as a Trustee of Equestrian and now seeks to enforce the same via the personal assets of a former trustee – an end result **unquestionably prohibited** by the express language of the Trust. The trial court's refusal to determine that the plain and unambiguous terms of the Trust documents require that the relief requested by Leonard be granted, represents an error which requires reversal of the trial court's decision and the entry of an Order in favor of Leonard confirming that Equestrian must satisfy the Judgment (in lieu of the same being satisfied through Leonard's personal assets).

In sum, the trial court's failure to recognize either (or both) that

this matter was properly before the trial court pursuant to TEDRA as a question arising out of the interpretation of a trust established and administered by a Washington resident or that that the clear and unambiguous language of the Trust prohibit the result which would occur if Leonard is forced to satisfy the Judgment via his personal assets is an error of law which requires reversal at this time.

B. The Trial Court Erred In Failing To Order A Further Hearing

1. Standard of Review

The trial court's decision to conduct a hearing on the merits in lieu of setting this matter for further hearing and/or trial is a conclusion of law which must be reviewed de novo. (*Ranier View Court Homeowners Ass'n, Inc. v. Zenker* 157 Wn.App. 710, 719 (2010).) Any decision, like that here, that turns on the interpretation of a statutory procedural requirement is reviewed de novo. (*Harrington v. Spokane County* 128 Wn.App. 202, 209 (2005).)

2. A Further Hearing And/Or Trial Should Have Been Ordered To Allow Parties To Fully Present Their Claims And Address Any Factual Concerns of the Court

If the trial court was disinclined to grant the relief requested in the

TEDRA Petition as a result of its belief that the issue was (or should have been) raised in the previous litigation (a position stated by the trial court during oral argument), then it was an error to not set this matter for a further hearing and/or trial to allow Leonard the opportunity to fully apprise the court as to why this matter was never (and was never required to be) presented to a court.

In determining that no further argument or evidentiary presentation was necessary, the trial court, relying either on its own unsupported conclusion, or the inadmissible statements of Luke's counsel (discussed below) appears to have determined that this matter either was previously raised in the underlying litigation, or should have been, and Leonard has therefore waived or is otherwise barred from now relying on the express language of the Trust to defend himself.

The trial court, appearing to rely on Luke's inadmissible evidence, determined that the present issue was or should have been determined in prior litigation. However, this issue of whether this precise issue was previously litigated or is now somehow waived, was not addressed by Leonard in his Petition as the determination of practical effect of the Trust language on the Parties and the Judgment was a discrete and new issue presented to the appropriate court via TEDRA. It was not until Leonard was forced to respond to the arguments of counsel and the inadmissible

evidence set forth Luke's Opposition that Leonard set forth any explanation as to why this issue has yet to be properly decided by a court. (CP, at pp. 83-85; CP, at pp. 71-72.) To limit Leonard's explanation and testimony regarding this issue (which the trial court appears to have deemed paramount) to a Reply brief, necessarily limited in length and breadth by the applicable rules governing law and motion, foreclosed the opportunity by a party to be fully heard on a dispositive issue. Given this, the trial court should have ordered a further hearing on the matter to allow the parties to brief the newly-raised issues by the trial court.

Furthermore, a determination that Leonard has somehow waived his right to seek the relief requested in the Petition is inaccurate, as the explicit language of the Trust speaks to obligations as they relate to judgments and makes no mention of a litigant's obligations when defending claims made by claimants. Nowhere in the text of the Trust does it require that the language therein be invoked as an affirmative defense or else risk waiving the protections afforded by the express language of the Trust. (CP, at pp. 15-20.) The language of the Trust which explicitly dictates who is responsible to satisfy a judgment arising out of the performance of Trust business was wholly inapplicable until a final judgment was entered in the underlying litigation and then levied against personal assets. The language only became relevant in the recent

past, at such a time as Leonard began his preparations to sell the encumbered property and demanded that the Trustees of Equestrian release or otherwise satisfy the Judgment and was thereafter rebuffed. At said time, Leonard brought an action **explicitly authorized by the Washington Legislature** seeking the interpretation of a Trust which was settled and is administered by a Washington resident.

The question presented to the trial court was a narrow one. Simply asking that the trial court review the express terms of the Trust and provide the Parties with a determination as to their effect on the existing judgment. Foreclosing Leonard's ability to seek this determination on the basis that it was (or should have been) previously decided was in and of itself an error by the trial court. Moreover, doing so **without** allowing the parties a full and ample opportunity to brief said issue to the trial court necessarily prejudiced Leonard and represented a conclusion of law which requires reversal.

C. The Trial Court Erred In Not Excluding Luke's Evidence

1. Standard of Review

Evidentiary rulings are reviewed for abuse of discretion. (*Univ. of Wash. Med. Ctr. V. Wash. Dep't of Health*, 164 Wn.2d 95, 104 (2008).)

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2. Luke's Evidence Should Have Been Excluded

Because It Was Inadmissible

The entirety of the Opposition filed by Luke in the underlying Petition consists of only the inadmissible arguments of counsel and is wholly devoid of any admissible evidence. (*See Green v. A.P.C.* 136 Wn.2d 87, 100 (1998) (holding “[a]rgument of counsel does not constitute evidence.”).) Specifically, none of Luke’s attached exhibits are authenticated, by declaration or otherwise, or have any other indicia of authenticity and thus admissibility. (*See Green, supra; see also Wash. ER* §§ 104(b), 401, 402, 901.) Accordingly, those arguments and the exhibits cited thereto should have been rejected outright by the trial court and no reliance should have been placed upon them.

The point is made clear in *Green*, where the defendant moved for summary judgment yet failed to include therein any “affidavits, declarations, or competent evidence” for the trial court to rely on. (*Green, supra*, at pp. 99.) The Court reversed the grant of summary judgment awarded to defendant by the trial court, holding that “[a]bsent such a declaration, [Defendant] left the trial court in an evidentiary void...[Defendant] offered only the argument of counsel. Argument of counsel does not constitute evidence.” (*Id.*, at pp. 100.)

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Similarly, the statements (without accompanying evidentiary support) contained in Luke's moving papers consist of merely the inadmissible arguments of counsel, on which the trial court is not permitted to rely. (*Green, supra*, at 100.) Leonard timely objected to the inadmissible evidence and arguments set forth in Luke's Opposition, however, the trial court failed to rule that the exhibits were inadmissible and unquestionably went on to rely upon the same. (CP, at pp. 4-10.) The trial court's reliance on the evidence of counsel, without any evidentiary support for the same, represents reversible error.

The trial court's insistence that this matter was improperly before the court, as it should have been decided in the underlying litigation or otherwise, is based solely upon the evidence presented by Luke within his Opposition. (CP, at pp. 83-85.) The fact that Leonard presented a clear and distinct issue for the court to rule upon, separate and apart from any underlying litigation, which the trial court ultimately determined was (or should have been) determined in the underlying litigation means that the trial court unquestionably looked to the evidence and argument presented by Luke to reach said conclusion. The trial court's failure not only to sustain Leonard's evidentiary objections and disregard the contents of Luke's inadmissible evidence, but to then necessarily rely upon the same in reaching its conclusion represents a reversible error.

Indeed, the ruling on an evidentiary objection will be deemed an abuse of discretion when it is “manifestly unreasonable” but will *not* lead to reversal if it results in harmless error (i.e., it “in no way affected the final outcome of the case.”) (*Washington State Physicians Ins. Exchange & Ass’n v. Fisons Corporation* 122 Wn.2d 299, 339 (1993); *Mackay v. Acorn Custom Cabinetry, Inc.*, 127 Wn.2d 302,311 (1995).) Here, it is undeniable that the trial court’s failure to exclude substantial portions of Luke’s evidence (and subsequent reliance upon the same) affected the final outcome of the case. Specifically, the trial court’s insistence that the issue set forth in the TEDRA Petition was previously decided, or if never raised, was somehow waived, is rooted entirely in its reliance on Luke’s inadmissible evidence. (CP, at pp. 74-137.)

As such, the failure of the trial court to exclude Luke’s exhibits and evidence, as timely objected to by Leonard, was an abuse of discretion that affected the final outcome of the case and represents reversible error.

D. The Trial Court Erred In Awarding Attorneys’ Fees

1. Standard of Review

Awards of Attorneys’ Fees are reviewed for abuse of discretion. (*Progressive Animal Welfare Soc. V. Univ. of Wash.* 114 Wn.2d 677, 688 (1990).)

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2. The Fees Awarded By The Trial Court Were
Unwarranted, Excessive and Represent
Reversible Error

RCW 11.96A.150 states that the court may award fees “as the court determines to be equitable.” In the present matter, Leonard sought to utilize a procedure explicitly provided for by the Washington Legislature, to have a court of competent jurisdiction interpret the terms of a trust of one of its residents. (RCW 11.96A.020; RCW 11.96A.030.) The Petition set forth a specific and undecided issue, hinging exclusively on the interpretation of the plain language of a trust – the precise type of dispute for which TEDRA explicitly grants trial court’s authority to decide. Luke’s repeated characterization of Leonard Petition as “forum shopping” mischaracterized Leonard’s attempt to utilize the court, as contemplated by the Legislature, to clarify the obligations imposed upon the parties by the terms of a trust. (CP, at pp. 74-137.) Leonard’s Petition was brought on a good faith basis in the home forum of Luke. The trial court’s determination that utilizing an expressly authorized statutory procedure in the Respondent’s home jurisdiction requires, in equity, the award of attorney’s fees is “manifestly unreasonable” and requires reversal. (*See Univ. of Wash. Med. Ctr. v. Wash. Dep’t of Health, supra.*)

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The trial court further failed to recognize that the fees incurred, and subsequently awarded, were excessive. A substantial portion of the fees went towards admitting out of state counsel to Washington in order to duplicate the efforts of which local counsel was infinitely qualified to undertake. Indeed, out of state counsel for Luke ultimately spent a substantial amount of time preparing arguments devoid of any admissible evidence as highlighted above. Such excessive and unnecessary work by Luke should not be rewarded by an award of attorneys' fees.

As stated in *Brand v. Dep't of Labor and Industries of State of Wash.* 139 Wn.2d 659 (1999) “[g]iven that attorney fees statutes may serve different purposes, it is important to evaluate the purpose of the specific attorney fees provision and apply the statute in accordance with that purpose.” (*Id.* at, pg. 667.) In the present matter, and as stated in the statute, the purpose of the attorney fee statute is to do equity. To hold that the equitable result of a Petitioner requesting that the trial court interpret the plain language of a trust of a Washington resident in their home jurisdiction is a significant award of attorney's fees, is certainly “manifestly unreasonable” and represents reversible error.

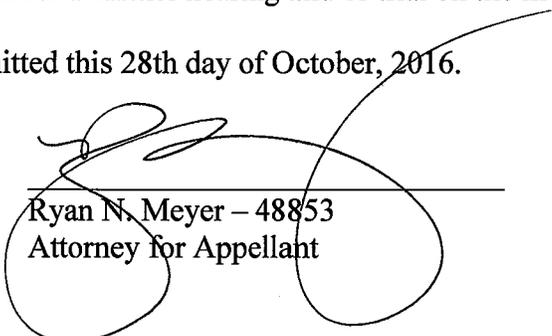
VI. CONCLUSION

Based on the foregoing, Leonard respectfully requests that the Court grant his TEDRA Petition and order that the terms of the Trust

prohibit any judgment holder from enforcing said judgment against Leonard's personal assets and order that Equestrian must satisfy the Judgement in this case immediately.

Alternatively, Leonard respectfully requests that the Court remand this matter to the trial court for a further hearing and or trial on the merits.

Respectfully submitted this 28th day of October, 2016.



Ryan N. Meyer – 48853
Attorney for Appellant

PROOF OF SERVICE

I am employed in the County of Placer, State of California. I am over the age of 18 and am not a party to the within action. My business address is 2990 Lava Ridge Court, Suite 205, Roseville, CA 95661.

On October 28, 2016, I served the within document(s) described as:

OPENING BRIEF OF APPELLANT LEONARD UMINA

On each interest party in this action as state below:

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Executed on October 28, 2016, at Roseville, California.



Judith Maranski

ELGUINDY, MEYER & KOEGEL, LLP

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Transmittal Letter

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Court of Appeals Case Number: 75577-3

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TO: Jayne Marsh Gilbert, Esq. FAX: (360) 336-9518

FROM: Ryan N. Meyer, Esq.

PAGES: 30 (including cover) DATE: October 28, 2016

RE: *Leonard Umina v. Luke Lumina*
Court of Appeal, Division 1 Case No.: 75577-3-1
Skagit County Superior Court Case No.: 16 4 00213 7

Please find attached Appellant's Opening Brief.

Judith Maranski

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