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**COURT OF APPEALS, DIVISION II
OF THE STATE OF WASHINGTON**

**IN THE MATTER OF:
THE CATHERINE P. DAVIS LIVING TRUST**

DOUGLAS LANCE DAVIS, JR.

Appellant,

v.

PADDY COOK and KIMBERLY BRANDENBURG,

Respondents.

REPLY OF APPELLANT

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I. INTRODUCTION

Appellant's Brief demonstrated that the sale of a Trust asset worth at least \$850,000 for the below-market price of \$250,000 violated the clear and unambiguous intent of the Trust. Respondents raise a host of arguments asking this court to interpret the Trust in a manner that would authorize this transaction, but all of their arguments lack merit. First, Respondents premise their arguments on mischaracterizations of the evidence below, including several *ad hominem* attacks on Lance Davis that are unwarranted. Second, while Lance's interpretation of the trust harmonizes all of its provisions, Respondents ask the court to adopt an interpretation that would render a key provision of the Trust a nullity. Third, much of Respondents' briefs accomplish nothing more than knocking down straw man arguments that Lance Davis has not made. And finally, the remaining arguments raised by Respondents are based on misapplying the applicable law.

Accordingly, the court should reject Respondents' arguments, reverse the trial court, and remand the case to the trial court to reconsider its award of attorney's fees in light of this decision.

II. RESPONDENTS REPEATEDLY OVERSTATE THE EVIDENCE

A. The Transaction Does not Provide a "Net Benefit" to the Trust

According to their unreasonable interpretation of the Trust, Paddy has the discretion and authority to dispose of any and all Trust assets—regardless of the financial consequences—so long as it is consistent with Catherine's "wishes." Under this interpretation, it should not matter whether the sale of the property to Kim made financial sense or not. Nevertheless, Respondents strain the limits of credulity in their attempt to tout the financial "benefits" of this transaction.

For example, Respondents argue that the sale of the property to Kim was structured to be "tax advantaged."

“Evidence showed that the sale would result in a financial benefit (including minimizing the Trust’s tax liability, and reducing its debts by paying off the mortgage).”¹

The way that the Respondents seek to minimize the Trust’s tax liability is by selling an asset worth \$850,000 for a price of only \$250,000. It is true that selling the property at more than a seventy percent discount would reduce any capital gains tax owed by the Trust. But any such tax savings would be far outweighed by the \$600,000 loss of value to the Trust assets. In other words, this “tax advantage” would be even greater if the Trust sold the property for one dollar, but such a sale would not provide a net financial benefit to the Trust.

Appellant’s counsel made this point clear in his cross-examination of Respondents’ tax expert, Amy Fischer.

Q. Okay. You made the statement that if the home sold for \$650,000 that more tax would be paid; is that correct?

A. Correct.

¹ Brandenburg Brief, p. 10.

Q. But wouldn't it also be true that the seller would receive more in sales income because the purchase price is greater?

A. The equity in the home, yes, uh-huh.²

The same analysis applies to the other “financial benefit” touted by Respondents—the reduction of debt. It is true that if a property has a mortgage, the sale of the property can pay off the mortgage, thereby eliminating the debt. But no prudent trustee would sell a mortgaged property worth \$850,000 for a price of \$250,000 simply to eliminate the debt. The trust's balance sheet would take a net hit of \$600,000, regardless of the amount of debt.

Also, there is no evidence the Trust was having any difficulty making the mortgage payments and was at risk of foreclosure on the Seattle property. In fact, Kim and her husband, and not the Trust, made the mortgage payments on the property. (CP 311).

² RP 174:18-25.

B. The Sale Includes a Substantial Gift to Kim

Respondents also founder on the shores of the evidence when they argue that calling this transaction a “gift” to Kim is an “oversimplification.”³ Respondents argue that no part of this sale constituted a gift because Kim had made monthly payments on the Seattle property for many years. But this argument ignores Paddy’s admission on cross-examination that Kim had actually been paying less than the fair market rent for the property.

Q. Did you ever contemplate at any time charging fair market rent to your sister Kimberly in the Seattle house?

A. No.⁴

The fact that Kim was paying a below market rent for the Seattle property negates any argument that Kim had essentially prepaid the purchase price with her monthly payments. As noted in the Appellant’s brief, if Kim were to turn around and sell this property, she would realize a profit of at least

³ Cook’s Brief, p. 27.

⁴ RP 242:22-25.

\$600,000. As a result, this “sale” is tantamount to a backdoor gift of Trust assets, and all parties agree that Paddy does not have the authority to make any gifts from those assets.

C. Catherine Became Incapacitated in 2016

For some reason that is not immediately apparent, Respondents seem unwilling to acknowledge that Catherine became incapacitated well before the subject transaction was agreed to by Paddy in 2018. In her brief, Paddy argues: “Contrary to unsupported statements in Appellant’s Brief, there has never been an adjudication of incapacity for Cathy.”⁵

But Lance never argued that there had been an “adjudication” that Catherine was incapacitated. None was needed because both Respondents freely admitted in their pleadings that Catherine was incapacitated. In her Petition, Paddy admitted: “Effective January 28, 2016, Paddy A. Cook (‘Paddy’), Catherine’s daughter, was appointed as sole Trustee

⁵ Cook’s Brief, p. 2, n. 2

upon the incapacity of Catherine.” (CP 17). Kim also admitted in her initial pleading that Catherine was “currently incapacitated.” (CP 139).

Moreover, if Catherine were not incapacitated, she would have been able to enter into the transaction herself, or she would have been able to amend her Trust specifically to direct that the Seattle property be sold to Kim for the greatly discounted price of \$250,000. Catherine did have the capacity to enter into this transaction back in 2014, but she chose not to sign the purchase and sale agreement that had been presented to her. By January of 2016, it is clear that Catherine no longer had the capacity to decide whether or not she should sell the property to Kim on this basis.

D. Catherine Left no “Writings” Other Than the Trust Agreement

Respondents mischaracterize the evidence regarding alleged writings by Catherine. As for Kim, she claims that “Cathy did give the Trustee a handwritten list of directives, one

of which was to sell the Seattle Property to Kim and her husband Michael pursuant to the terms of the 2014 unsigned contract.”⁶ A careful review of the record, however, reveals that Paddy testified that she took notes of what her mother had told her to do; she did not testify that Catherine had given a handwritten list to Paddy. (RP 198:13-24).

As for Paddy, she claims that Catherine’s desire to sell the property to Kim for \$250,000 was “memorialized in writing in 2014, and again in 2018.”⁷ This ignores the fact that Catherine decided not to sign the purchase and sale agreement in 2014 and that she no longer had the capacity to sign anything in 2018. Thus, it is a bit of a stretch to say that Catherine “memorialized in writing” any wishes in this regard. The only document that Catherine did sign was the 2015 amendment to her Trust, and it says nothing about authorizing a sale to Kim for \$250,000, or for any other price.

⁶ Brandenburg’s Brief, p. 7

⁷ Cook’s Brief, p. 3

In sum, there is no dispute that Catherine had discussed selling the Seattle property to Kim, but she never signed any document—either a binding contract or a trust instrument—to effectuate this sale. These mischaracterizations of the evidence by Paddy and Kim, however, lead to a greater point: if the terms of the trust are unambiguous, the court should not consider extrinsic evidence of alleged statements made by the settlor that contradict the express terms of the trust. Otherwise, every trust dispute would devolve into a swearing match between all the beneficiaries as to what the settlor had told them about what she really wanted, despite the express terms of the trust.

E. Gratuitous *Ad Hominem* Attacks on Lance

In addition to the foregoing mischaracterizations of the evidence, the Respondents also launch several broadsides against Lance in an effort to paint him in a negative light.

For example, both Respondents suggest that Lance somehow violated the trial court’s order regarding the supersedeas bond. The court, however, did not order Lance to post a \$250,000 bond. Instead, the court set the bond amount at \$250,000 “in order to stay the pending sale of the property...” (CP 316.) Lance simply could not post such a substantial bond, but this does not mean that he “failed to comply” with the court’s order.

Respondents also seek to cast Lance in a poor light by claiming—without evidence—that Lance objected to the sale because “he has borrowed hundreds of thousands of dollars from his mom Cathy for failed business enterprises, and hopes to avoid those loans.”⁸ It is unclear how blocking the sale of the Seattle property to Kim at a \$600,000 discount would help Lance “avoid” any loans. Moreover, Respondents both fail to note that, under the terms of the Trust, any outstanding loans to Lance would be deducted from his distributions: “7.1 Offset.

⁸ Brandenburg’s Brief, p. 1.

The share distributable to a child of mine shall be reduced by the outstanding balance of any loans I have made to that child.” (CP 29).

Of course, these *ad hominem* attacks on Lance should not have any bearing on this Court’s decision, anyway. The proper interpretation of a trust is a question of law, and the trial court either did or did not err by interpreting Catherine’s Trust as authorizing the subject sale.

III. ONLY LANCE’S INTERPRETATION OF THE TRUST HARMONIZES ALL OF ITS PROVISIONS

As Respondents point out, Oregon’s statutes provide guidance to the courts on the proper interpretation of written instruments, such as trust agreements.

In the construction of an instrument, the office of the judge is simply to ascertain and declare what is, in terms or in substance, contained therein, not to insert what has been omitted, or to omit what has been inserted; and where there are several provisions or particulars, such construction

is, if possible, to be adopted as will give effect to all.⁹

The Trust contains two key provisions, both of which need to be given effect and harmonized, if possible. Section 3.3 provides:

3.3. Intention. The Trustee shall liberally distribute *income and principal* of the Trust Estate *for my benefit* and the rights of the successor beneficiaries hereunder shall be considered *secondary*. The Trust Estate is established to *ensure that the best available care and support* are provided to me to *meet all lifetime needs*. *All assets* of the Trust Estate are to be considered available for that purpose, and the Trustee shall *at all times* be guided by that *purpose and intent*.¹⁰

Thereafter, Section 3.4 provides:

The Trustee shall make every effort to involve me in decision-making regarding both financial matters and personal care. The Trustee shall make every effort to determine my wishes and make decisions that conform to them. If I am unable to make my wishes known, the Trustee shall make decisions that the Trustee believes that I would make, bearing in mind that the least restrictive alternatives for living arrangements are

⁹ ORS 42.230

¹⁰ CP 27 (emphasis added)

desirable so that I may live with the greatest degree of dignity possible.

The only reasonable interpretation of these two provisions is that Paddy should consult with Catherine and consider her “wishes,” but only so long as they are consistent with—and not contrary to—the clear and unambiguous intention of the Trust Agreement. In other words, Catherine wanted her wishes considered when it came to “financial decisions,” such as whether to buy Stock A or Stock B or whether to sell Bond C or Bond D.¹¹ But Section 3.4 cannot be interpreted to authorize the trustee to distribute a gift of substantial trust assets to one beneficiary, or to donate them to a charity, because doing so would clearly violate the directives in Section 3.3, which require distributions of principal and net income be used for Catherine’s support.

¹¹ If this court battle were over which investment to buy or sell, then it would be perfectly appropriate for the trial court to consider evidence of Catherine’s “wishes,” because those would be consistent with the clear language and intention of the Trust.

Harmonizing these two sections in this manner is also consistent with Section 3.1, which also directs that all principal and income of the Trust is to be directed to Catherine during her life:

ARTICLE 3
Trust Provisions During Lifetime

During my life, *any property* held under this Trust Agreement shall be referred to as “the Trust Estate and *shall be disposed of as follows*:

3.1. Distributions. The Trustee shall *distribute to me as much of the net income and principal* of the Trust Estate as I may from time to time direct, and such additional amounts of net income or principal thereof as the Trustee may at any time and from time to time determine.

Both Respondents argue that Lance’s interpretation of the trust agreement would render Section 3.4 a “nullity.” As shown above, however, Lance’s interpretation actually gives effect to both provisions and harmonizes them so that they do not conflict with each other. Contrary to their argument, Respondents’ briefs reveal that their interpretation is the one that would nullify a key provision in the Trust Agreement,

because their interpretation would render Section 3.3 meaningless. If Respondents' interpretation were adopted, then Section 3.3 should have the following highlighted language inserted:

3.3. Intention. The Trustee shall liberally distribute income and principal of the Trust Estate for my benefit, *or the benefit of others that I wish to benefit*, and the rights of the successor beneficiaries hereunder shall be considered secondary, *unless I express some different desire*. The Trust Estate is established to ensure, *to the extent the Trustee predicts it is necessary*, that the best available care and support are provided to me to meet all lifetime needs. All assets of the Trust Estate, *except those I express a desire to give away or undersell*, are to be considered available for that purpose, and the Trustee shall at all times be guided by that purpose and intent, *unless I express some different desire*.

In sum, Paddy conceded below that she does not have the authority to make a gift of any Trust assets while Catherine is still alive. Nevertheless, she has now made a monumental gift of \$600,000 in equity in the Seattle property to her sister Kim by misconstruing the interplay between Sections 3.3 and 3.4. Her interpretation, however, would “insert what has been

omitted,” because it would add a provision authorizing gifts, and it would also “omit what has been inserted,” because the clear intention expressed in Section 3.3 would simply evaporate whenever Paddy decided to follow Catherine’s wishes to the contrary.

IV. The Respondents’ Straw Man Arguments

In their briefs, Respondents both engage in the rhetorical device of mischaracterizing or exaggerating Lance’s arguments and then attacking those straw man arguments.

For example, Respondent Cook argues that under Lance’s interpretation of the Trust the term “wishes” in Section 3.4 only refers to Catherine’s desires before the Trust was executed and they were “locked in at the time of the Trust’s amendment and restatement on April 7, 2015.”¹² That is not, and has never been, Lance’s interpretation of the Trust.

Contrary to Respondent Brandenburg’s characterization, Lance

¹² Cook’s Brief, p. 5.

also does not argue that Section 3.3 alone contains Catherine’s “wishes” and that Section 3.4 should be ignored.¹³

Lance agrees that the “wishes” referred to in Section 3.4 can refer to Catherine’s current wishes, such as what investments to buy or sell or where she wants to live. The difference is that Lance believes that these wishes can only be considered if they are consistent with the express intention of the Trust, whereas the Respondents believe they can be considered and carried out even if they contravene the express intention of the Trust.

Similarly, Respondents claim that Lance’s position is that the Seattle property and other Trust assets can never be sold for any price.¹⁴ That is a gross distortion of Lance’s true position, which is that the Trustee can decide to sell assets of the Trust, but only if she strives to obtain a price equal to its fair market value.

¹³ Brandenburg’s Brief, p. 14.

¹⁴ Cook’s Brief, p. 20.

Respondents also claim that Lance “implicitly argues that the Trust document is ambiguous and contradictory.”¹⁵ But that is not and has never been Lance’s position. The Trust Agreement is consistent and unambiguous, and it needs no extrinsic evidence to explain its terms. All the assets of the Trust are to be used exclusively to support Catherine for as long as she lives, and none of the children are to receive any distributions or gifts from the Trust until after Catherine passes away.

Respondents also devote some time to distinguishing the facts presented in the cases cited by Lance in his brief. But Lance has not argued that the facts of those cases are the same or that their outcomes are controlling. Lance cited these cases for the general legal propositions they established regarding the proper interpretation of trusts.

Finally, Respondents fallaciously argue that Lance’s decision not to testify at trial is tantamount to agreeing with all

¹⁵ Brandenburg Brief, p. 18.

of Respondents' evidence. For example, Respondents argue that Lance concedes that Paddy "properly" took the advice of professionals in deciding to sell the Seattle property to Kim for just \$250,000. Lance does not concede this. The professionals did not advise Paddy that it would be in the best interests of Catherine, as the primary beneficiary of the Trust, to enter into this transaction. Instead, the professionals merely provided opinions on the financial effects such a sale might have on the Trust. Lance's point is it does not matter what opinions the professionals gave, because the sale of an \$850,000 asset at a severely discounted price of \$250,000 runs roughshod over the express terms of the Trust Agreement.

**V. REBUTTAL OF RESPONDENTS'
REMAINING ARGUMENTS**

**A. The Trustee Does not Have the Discretion to
Undersell Trust Assets**

In their attempt to justify the sale of an \$850,000 asset for only \$250,000, Respondents argue that there is nothing in

the Trust Agreement that requires “maximizing financial returns.”¹⁶ But the Trust Agreement incorporates Oregon law, including the duties imposed on trustees by Oregon’s Uniform Trust Code, ORS Chapter 130.

This statute imposes certain duties on trustees. ORS 130.650 requires the trustee to “administer the trust in good faith, in accordance with its terms and purposes and the interests of the beneficiaries....” ORS 130.655 imposes a duty of loyalty on trustees and treats sales of trust property to the trustee’s siblings as “presumed to be affected by a conflict of interest....”¹⁷ Moreover, ORS 130.665 requires a trustee to “administer the trust as a prudent person would” and to “exercise reasonable care, skill and caution.” Finally, ORS 130.720(2) provides that the trustee’s “exercise of a power is subject to the fiduciary duties prescribed by ORS 130.650...to 130.730.”

¹⁶ Cook Brief, p. 30.

¹⁷ ORS 130.655(3)(b).

The clear import of these statutes is that a trustee should not squander trust assets or sell them for less than fair market value in “sweetheart” deals to family members. To put it plainly, if this Trust were being administered by a professional fiduciary, rather than by Ms. Cook, what is the likelihood that the professional fiduciary would sell a trust asset for a \$600,000 discount simply because the settlor had contemplated such a sale before she lost the capacity to make such decisions? Lance submits the likelihood is near zero.

Oregon’s caselaw supports Lances view that the trustee must seek fair market value when selling or renting trust property. For example, in *Hatcher v. U.S. Nat. Bank of Oregon*, the trustee bank was found to have breached its duty by “failing to obtain fair market value for the sale of the sole trust asset....”¹⁸ The trustee was therefore liable to the beneficiary for damages equal to his share of the difference

¹⁸ *Hatcher v. U.S. Nat. Bank of Oregon*, 56 Or.App. 643, 652-653, 643 P.2d 359, 363, rev. den. 293 Or. 373, 648 P.2d 854 (1982).

between the sales price and the fair market value of the trust asset.

Similarly, in *Jarrett v. U.S. Nat. Bank of Oregon*, the bank was again found to have breached its duties of prudent management by entering into a below-market lease for the trust property.

In the absence of any specific directions, trustees must manage trust property in accordance with the statutory duty of prudent management and in the best interests of the beneficiaries. When Company failed to exercise its option timely, the trustee was obligated to determine the market rental of the property either by appraisal or by testing the market. We do not think that the trustee fulfilled its duty in this case but, instead, took the easiest course by permitting the lessee to renew the lease, which locked up the property at the below market rental possibly for another 20 years.¹⁹

Finally, in *Mest v. Dugan*, the Oregon courts again faulted the trustees for failing to strive to obtain the fair market value for a trust asset. “At the time the leases were renewed, the trustees did not make any determination as to whether the

¹⁹ *Jarrett v. U.S. Nat. Bank of Oregon*, 81 Or.App. 242, 725 P.2d 384 (1986) rev. den., 302 Or. 476, 731 P.2d 442 (1987) (emphasis added) (citing *Hatcher*).

rental rates were reasonable in the current market. That determination was essential to the interests of the beneficiaries.’²⁰

In sum, these cases belie Respondents’ argument that Paddy had no obligation to obtain fair market value in exchange for the Seattle property. The duty to obtain fair market value is “baked in” to the trustee’s duties under Oregon law, unless there is some specific provision in the trust relieving them of those duties. If this Trust Agreement were intended to allow for a seventy percent discount in the sale of the Seattle property to Kim, then all Catherine had to do was say so in the document itself. She did not do so, however, and the duties of loyalty, prudence, and reasonable care clearly prohibit this transaction.

B. TEDRA Does not Authorize the Trial Court to Misinterpret Trusts or Override Their Terms

Both Respondents refer to the broad authority granted to trial courts to administer trusts and estates under Washington’s

²⁰ *Mest v. Dugan*, 101 Or.App. 196, 790 P.2d 38, 41, (Or. App. 1990) (citing *Hatcher and Jarrett*)

Trust and Estate Dispute Resolution Act, otherwise known as “TEDRA.” While it is true that TEDRA grants trial courts broad authority in this arena, it does not authorize trial courts to misinterpret trust provisions. Similarly, TEDRA does not authorize the trial court to override the express terms of a trust or to consider extrinsic evidence that contradicts the unambiguous terms of the trust. Instead, it is up to this court to review the trial court’s interpretation and to scrutinize this legal question on a *de novo* basis.

C. If the Trial Court is Reversed, it Should Reconsider its Award of Attorney’s Fees

Respondents both argue that Lance has somehow waived his ability to ask this court to vacate the trial court’s award of attorney’s fees in the event that the trial court’s judgment is reversed. But Respondents’ arguments are again based on a misapprehension and distortion of Lance’s position. Lance does not argue that the trial court abused its discretion—in light of its decision to authorize the sale—in awarding the fees it

awarded to the Respondents. Instead, Lance posits that if this Court reverses the trial court's judgment, then it should direct the trial court to reconsider its fee award in light of the reversal. Moreover, in the event the trial court is reversed, Lance should not be precluded from seeking an award of the fees he incurred in the trial court proceedings.

VI. CONCLUSION AND FEE REQUEST

For the foregoing reasons, Lance Davis respectfully requests that this Court reverse the trial court and direct it to reconsider its fee award in light of this decision. In addition, under RCW 11.96A.150 and RAP 18.1, Lance Davis respectfully requests an award of his attorney's fees and costs on this appeal to be paid by Paddy and Kim.

Respectfully submitted August 28, 2020

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DATED this 28th Day of August, 2020.

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