IN THE SUPREME COURT OF APPEALS OF WEST VIRGINIA
NO. 22-0074

JUSTINA GABBERT,

Plaintiff/Petitioner,

v.

On Appeal from Circuit Court
of Berkeley County
Civil Action No. 21-C-137

RICHARD T. COYNE, ESQ.,
TRUSTEE OF GERALD COYNE TRUST

Defendant/Respondent.

REPLY BRIEF OF PETITIONER

ANTHONY I. WERNER, ESQ.
W. Va. Bar ID #5203
JOSEPH J. JOHN, ESQ.
W. Va. Bar ID #5208
JOHN & WERNER LAW OFFICES, PLLC
Board of Trade Building, STE 200
80 - 12th Street
Wheeling, WV 26003
Telephone: 304-233-4380
Fax: 304-233-4387
E-mail: awerner@johnwernerlaw.com; jjohn@johnwernerlaw.com
Counsel for Petitioner

Table of Contents

TABLE OF AUTHORITIES

Cases

Statutes

Rules

Other Authorities

A. The Response Brief Brazenly Defies Applicable Legal Standards

Respondent's trouncing of the applicable legal standards ironically amounts to a concession that this case should not have been dismissed on a Rule 12(b)(6) motion. Page after page, section after section, Respondent argues the weight of the evidence in opposition to what is factually and profusely pled in the Complaint. Just two of the many examples of this tactic are:

> Thus, when the plain meaning of the words Gerald Coyne chose for his 2016 restated trust is applied, there is no question he intended the document to be a complete statement of his intentions and a replacement for all prior trust documents. (Resp. Br. p. 23).

> When the complete letters are read in proper context, it is clear Respondent proposed various trust modifications—which must be approved by the other trust beneficiaries—in an effort to address Petitioner's "expectations," give deference to her loss, maintain peace in the family, and avoid all the unpleasantness and cost of litigation. (Resp. Br. p. 27, Ft. 19).

The mere heading of Respondent's Argument Section II.B. demonstrates an exact factual opposition to allegations of intent which are expressed by the Complaint: "Gerald Coyne Clearly Indicated That His 2016 Amended and Restated Trust Was a Complete Statement of His Intent." (Resp. Br. p. 19).

Had there been no reference to Rule 12(b)(6) in the response, one would rightly believe she were reading a brief upon Rule 56 summary judgment standards. Worse, and as a clear indicator of self-doubt, much of Respondent's argument is presented via a surfeit of footnotes, twenty-four of them to be exact.

However, Respondent is not entitled to take these liberties with the standards. As this Honorable Court has repeatedly, clearly, and quite recently laid forth:

> "[A] court should not dismiss a case simply because it believes it is unlikely that the plaintiff will prevail." *McGinnis v. Cayton*, 173 W. Va. 102, 104, 312 S.E.2d 765, 768 (1984). The question is not whether a plaintiff has "a strong case, but rather whether [he or she] ha[s] *any* case." *Id.* at 105, 312 S.E.2d at 768 (emphasis added). West Virginia law reflects a "preference . . . to decide cases on their merits[.]" *Yurish v. Sinclair Broad. Grp., Inc.*, 246 W. Va. 91, __, 866 S.E.2d 156,

161 (2021) (quoting *Sedlock v. Moyle*, 222 W. Va. 547, 550, 668 S.E.2d 176, 179 (2008) (per curiam)). Therefore, we require "[a] trial court considering a motion to dismiss under Rule 12(b)(6) [to] *liberally construe* the complaint so as to *do substantial justice.*" *Cantley*, 221 W. Va. at 470, 655 S.E.2d at 492 (emphasis added). Indeed, we have stated that "motions to dismiss are viewed with disfavor," and we have "counsel[ed] lower courts to rarely grant such motions." *Forshey v. Jackson*, 222 W. Va. 743, 749, 671 S.E.2d 748, 754 (2008).

When a party files a motion to dismiss under Rule 12(b)(6), "the pleading party has no burden of proof. Rather, the burden is upon the moving party to prove that no legally cognizable claim for relief exists." *Mountaineer*, 244 W. Va. at 520, 854 S.E.2d at 882. The "court reviewing the sufficiency of a complaint . . . should presume all of the plaintiff's factual allegations are true, and should construe those facts, and inferences arising from those facts, in the light most favorable to the plaintiff." *Id.* A plaintiff "is not required to establish a *prima facie* case at the pleading stage." *Id.* at 522, 854 S.E.2d at 884. On the contrary, "to survive a motion under Rule 12(b)(6), a pleading need only outline the alleged occurrence which (if later proven to be a recognized legal or equitable claim), would justify some form of relief." *Mountaineer*, 244 W. Va. at 521, 854 S.E.2d at 883. Dismissal of a complaint under Rule 12(b)(6) is inappropriate "unless it appears *beyond doubt* that the plaintiff can prove *no set of facts* in support of his claim which would entitle him to relief." Syl. Pt. 3, in part, *Chapman v. Kane Transfer Co.*, 160 W. Va. 530, 236 S.E.2d 207 (1977) (emphasis added)

Potter v. Bailey & Slotnick, PLLC, 2022 W. Va. LEXIS 446, *9-10 (W. Va. May 27, 2022) (memorandum decision)

Respondent cannot put Petitioner on her heels factually as he is attempting to do. As stated above, Petitioner's burden, which she clearly met, was to sufficiently plead her Complaint so as to justify some form of relief if the allegations were later proved. The facts and inferences drawn from them must be viewed in the light most favorable to Petitioner. And, perhaps most importantly, Petitioner has no burden of proof here. Rather, the burden, and a steep one indeed, rests upon Respondent to prove Petitioner has no legally cognizable claim for relief whatsoever. Not able to win under these rules, Respondent ignores them and presents his arguments as if he, not Petitioner, were entitled to have the light of review shine in his favor. Viewing the matter through this lens, reading and recognizing the Respondent's Brief for what it actually is, no further

reply is really necessary. The case should be sent back below so that the requested discovery can proceed.

B. Respondent's "Restatement" Arguments Ignore The Reasons For Their Defeat

Petitioner's Brief comprehensively lays out the machinations of and between the original 2006 Trust, the 2006 handwritten amendment, and the trust document bearing the label "Amended And Restated Effective November 18, 2016." Respondent insists that the placement of the word "restated" on the title page of the 2016 document is all that should be considered in reaching a conclusion that the preceding trust documents had been replaced and wholly nullified, and he claims Petitioner ignores this proposition. However, Petitioner did not ignore Respondent's argument, but rather she explained why it fails. It is Respondent who ignores his own legal impediment.

Setting aside the glaring inconsistency between Respondent's restatement argument and the fact, pled in the Complaint, that Respondent acted under the force of the 2006 handwritten amendment after the 2016 document was created and after Gerald Coyne's death, (JAR 10), Petitioner's Brief at length explicated the 2006 original Trust and how it expressly and clearly prescribed changes in only two ways—amendment or revocation. (Pet's Br. pp. 21-23). Amendment and revocation are two different concepts. To amend is to change an existing thing without destroying it and to revoke something is to annul or cancel it. (*See*, *Black's Law Dictionary, Fifth Ed.* "Revoke: To annul or make void by recalling or taking back; to cancel, rescind, repeal, or reverse.") The original Trust separates the words "amend" and "revoke" with a disjunctive "or". "I also reserve the right to amend **or** revoke this trust during my lifetime by a writing,..." (JAR 64). Section 44D-6-602 of West Virginia's *Uniform Trust Code* likewise recognizes revocation to be an alternative to amendment.

§ 44D-6-602. Revocation or amendment of revocable trust.

(a) Unless the terms of a trust expressly provide that the trust is irrevocable, the grantor may revoke or amend the trust. This subsection does not apply to a trust created under an instrument executed before the effective date of this chapter.

(b) Unless the terms of a trust provide otherwise, if a revocable trust is created or funded by more than one grantor:

(1) To the extent the trust consists of community property, the trust may be revoked by either spouse acting alone but may be amended only by joint action of both spouses;

(2) To the extent the trust consists of property other than community property, each grantor may revoke or amend the trust with regard the portion of the trust property attributable to that grantor's contribution; and

(3) Upon the revocation or amendment of the trust by fewer than all of the grantors, the trustee shall promptly notify the other grantors of the revocation or amendment.

(c) The grantor may revoke or amend a revocable trust:

(1) By substantially complying with a method provided in the terms of the trust instrument; or

(2) If the terms of the trust instrument do not provide a method, by any other method manifesting clear and convincing evidence of the grantor's intent.

(d) Upon revocation of a revocable trust, the trustee shall deliver the trust property as the grantor directs.

(e) A grantor's powers with respect to revocation, amendment, or distribution of trust property may be exercised by an agent under a power of attorney only to the extent expressly authorized by the terms of the trust instrument or the power.

(f) A conservator of the grantor or, if no conservator has been appointed, a guardian of the grantor may exercise a grantor's powers with respect to revocation, amendment or distribution of trust property only with the approval of the court supervising the conservatorship or guardianship.

(g) A trustee who does not know that a trust has been revoked or amended is not liable to the grantor or grantor's successors in interest for distributions made and other actions taken on the assumption that the trust had not been amended or revoked.

> **(h)** No trust which is otherwise irrevocable because the trust instrument expressly provides or states that the trust is irrevocable is or becomes revocable by the grantor because the grantor is the sole beneficiary of the trust.

Had the original Trust authorized a change through restatement, then Respondent's argument would have some strength. Likewise, had Gerald revoked his original Trust and then created a new, or "restated" one, then Respondent would have a good argument. But neither of these things did occur. Instead, Gerald's 2016 creation was designated an "amended and restated" trust, and by this creation the original Trust was not destroyed. In light of the limiting language of the original Trust, the reference to restatement within the 2016 document is immaterial and is non-dispositive. In short, the proper focus, which the court below failed to give, is on what Gerald expressed in his original Trust to be the manner that any changes to the device may be made. In the absence of conformity, the only thing that the 2016 document can be is an amendment, as its labeling of "amended and restated" indicates, sitting alongside the 2006 handwritten amendment which continues to exist.

Knowing he is in dangerous waters on the point, Respondent slips within a footnote, at page 19, a request that the Court "clarify" our law on the issue with a suggested syllabus point. All this does is demonstrate doubt, and when Petitioner is entitled to all the benefits of doubt, it is all the more clear that the overall case should never have been dismissed on a 12(b)(6) motion but rather should have been allowed to play out, with all facts developed, so that this Honorable Court would be considering the creation of new or "clarifying" law on a fully ripened case.

C. Respondent Has No Real Answer To Petitioner's Ademption Arguments

Petitioner's Brief provided arguments against the ademption-based dismissal that Respondent simply cannot overcome. First, *Gable v. Gable,* quoted at length at Brief page 20, could not be more clear in outlining complaint sufficiency and in providing this blunt and clearly applicable principle of law:

> 5. Under Rule 8(a) of the West Virginia Rules of Civil Procedure, a plaintiff's complaint need not anticipate or attempt to plead around potential defenses that may be raised by the defendant. A complaint is not required to contain any information about defenses and may not be dismissed, under the guise of Rule 12(b)(6), for that omission.

--W.Va.--, 858 S.E.2d 838, 842 (2021).

Unable to meaningfully counter this principle, Respondent offers a muddied explanation of how the lower court relied on matters of public records, i.e., the deeds, as if this would reconcile matters with *Gable*. (*See*, Resp. Br. p. 26). It does not. By analogy, were a car wreck complaint to allege the accident occurred during a snowstorm, per Respondent's view the defendant could obtain a 12(b)(6) dismissal by submitting the local newspaper's weather report stating the day of the accident was clear. That is not in keeping with the analysis this Honorable Court has prescribed and often repeats.

Moreover, and as Petitioner's Brief states, the ademption issue screams out for discovery. There are many aspects of Gerald Coyne's purported five dollar ($5) sale of the house to his own LLC which deserve probing, including for purposes of determining whether the sale might be set aside for failure to fulfill any prerequisite set forth by West Virginia's statutes governing limited liability companies, and for determining how the sale was prescribed or treated by Coyne Properties, LLC's own operating agreement or other internal documents, and for determining whether the house was, or should be, considered a Trust assets post-sale. While Petitioner formally pursued such discovery, the trial court improperly preempted the pursuit, depriving Petitioner and Your Honors of the ability to now gauge the significance of the fruit of that discovery on the defenses Respondent has raised.

D. The Prospect Of Reformation Was Plainly Before The Trial Court, And Likewise It Is Properly Before The Appellate Court

Respondent attacks Petitioner's reformation argument by claiming the point was never presented below and by claiming that it amounts to "sheer speculation and conjecture" anyway, particularly in light of the 2016 Trust document. (Resp. Br. pp. 32-36).

To start, and again, as recounted in Petitioner's Brief the Complaint not only pleads Gerald's intention that Petitioner get the disputed house and household belongings, but it also pleads that in an August 24, 2020, letter to Petitioner, Respondent conceded Gerald's intention expressed in his 2006 handwriting that Petitioner get the house, and the Complaint further pleads that Respondent has acknowledged the 2006 handwriting's continuing effectiveness after Gerald's death. (JAR 10-11 ¶¶ 26-30). With quotation from Respondent, the Complaint pleads that the reason Respondent offered to justify his refusal to give Petitioner her house is because Gerald made a mistake. (JAR 11 ¶30). The Complaint includes prayers that the Court construe the trust documents and give her the house and household belongings and separately, yet overlappingly, prays for "An order providing any other appropriate relief in consideration of determined facts under applicable law." (JAR 13 ¶44). Unquestionably, with this the Complaint includes allegations which could justify a recovery through reformation, should a technical reading of the effective Trust documents lead to a different result.

At the risk of being redundant, what this Court stated in *Mountaineer Fire & Rescue Equip., LLC v. City Nat'l Bank of W. Va.*, bears recognition:

> [A] trial court should not dismiss a complaint where sufficient facts have been alleged that, if proven, would entitle the plaintiff to relief." *Cantley v. Lincoln Cty. Comm'n*, 221 W. Va. at 470, 655 S.E.2d at 492. Hence, dismissal under Rule 12(b)(6) is not warranted merely because the pleading fails to state all of the elements of the particular legal theory advanced; instead, the circuit court should examine the allegations as a whole to determine whether they call for relief on any possible theory. Moreover, a party is not required to establish a *prima facie* case at

> the pleading stage. "Before discovery has unearthed relevant facts and evidence, it may be difficult to define the precise formulation of the required prima facie case in a particular case. Given that the prima facie case operates as a flexible evidentiary standard, it should not be transposed into a rigid pleading standard[.]" *Swierkiewicz v. Sorema N. A.*, 534 U.S. 506, 512, 122 S. Ct. 992, 152 L. Ed. 2d 1 (2002). Accordingly, our pleading rules, like the Federal Rules of Civil Procedure, "do not countenance dismissal of a complaint for imperfect statement of the legal theory supporting the claim asserted." *Johnson v. City of Shelby, Miss.*, 574 U.S. 10, 11, 135 S. Ct. 346, 190 L. Ed. 2d 309 (2014).

244 W. Va. 508, 522, 854 S.E.2d 870, 884 (2020).

Despite what the Complaint says and what the law holds, Respondent tries to avoid appellate consideration of reformation by claiming Petitioner did not argue for it to the trial court in response to the Motion to Dismiss. He claims Petitioner has waived a right to now argue it, citing to *Wang-Yu Lin v. Shin Yi Lin*, which states:

> "In the exercise of its appellate jurisdiction, this Court will not decide nonjurisdictional questions which were not considered and decided by the court from which the appeal has been taken." Syllabus Point 1, *Mowery v. Hitt*, 155 W. Va. 103, 181 S.E.2d 334 (1971).

224 W. Va. 620, 625, 687 S.E.2d 403, 408 (2009).

Respondent's contention is desperate and unfair. While it is so that in her Response to the Motion to Dismiss Petitioner did not directly recite to the reformation statute, §44D-4-415, upon her dominant argument that Gerald's intention should be the main focus of the court's analysis,[1] she stated:

> **Even had Gerald done something, or failed to do something, in making the Waverly gift that could be found to have slipped outside of strict compliance with the trust's amendment terms, our Legislature and Supreme Court would recognize and honor Gerald's intent nevertheless.** It is noteworthy that in its *Uniform Trust Code*, W.Va. Code Chapter 44D, our Legislature found it important to set forth:
>
> §44D-6-602. Revocation or amendment of revocable trust.
>
> (c) The grantor may revoke or amend a revocable trust:

[1] See, Response, at pp. 1-3.

(1) By substantially complying with a method provided in the terms of the trust instrument; or

(2) If the terms of the trust instrument do not provide a method, by any other method manifesting clear and convincing evidence of the grantor's intent.

This clear sentiment, which of course our Supreme Court takes as its guide, would uphold Gerald's amendment, so clearly and substantively it is written and so non-disputed is his intent, even had he made a scrivener's misplacement (which he did not) as defendant has maintained.

(JAR 92; bold added).

Without more, it is clear that Petitioner both pled and argued to the trial court the prospect of reformation. However, there is more, something that inarguably guts Respondent's argument. It is the fact that the trial court did, after all, rule on the reformation issue. As Respondent's Brief admits:

> Although it did not have an opportunity to consider Petitioner's new "reformation" arguments, the Circuit Court implicitly rejected them by correctly finding "[t]he 2016 restated trust replaces all of [Gerald] Coyne's prior trust documents, represents a complete statement of his intent, and provides all terms of his trust."

(Resp. Br. p. 35).

This is of course the case. The trial court "considered and decided" the essential elements of the reformation claim and so there is no waiver.

If despite all this any lingering concern over appellate issue preservation were to remain, then Petitioner respectfully invokes the "plain error doctrine" with the contention that the trial court's ruling was errant, seriously affects Petitioner's substantial rights, seriously affects the fairness and integrity of judicial proceedings, and would constitute a miscarriage of justice if not now corrected. *See*, *State v. Miller*, 194 W. Va. 3, 459 S.E.2d 114 (1995).

Despite what the Complaint particularly pleads, Respondent maintains that the averments of grantor intent and of Respondent's actual conduct in recognizing that intent and in acting through the continuing power of the handwriting amount to "sheer speculation and conjecture"

which should be rejected, with this Court instead declaring the 2016 Trust document to alone reflect Gerald's intent as a matter of determined fact. Fortunately, that is simply not an outcome permitted under West Virginia Rule 12(b)(6) standards. What Petitioner has presented is far more than what it would take to just barely clear the bar.

E. The Trial Court's Handling Of Respondent's Motion For Protective Order, And Of Discovery Generally, Was Manifestly Unjust And Demonstrated An Abuse Of Discretion

Respondent would have this Honorable Court give approval to a trial court's clear disregard for a party's right to due process, the right to be heard on the record in response to a motion, and a serious motion at that. Petitioner's Brief cites to the Rules of Civil Procedure which are designed to ensure parties to lawsuits are afforded uniform and mutually fair rules of litigation. Rule 6 sets timing for motions and responses gauged off of hearing dates, and while section (d)(1) allows a trial court to set different timing than what the rule affords, it does not allow a trial court to deny a respondent any opportunity to respond by granting a motion just a couple hours after the motion was filed. Rule 26(c) authorizes the court to grant a motion for protective order only upon finding that there "is good cause shown" for the motion, and this is nowhere near met by a single line order stating "Motion for Protective Order filed by Joseph Caltrider is hereby GRANTED." Trial Court Rule 22, cited by Petitioner's Brief at page 30, is devoted to "Motions Practice, Civil" and outlines the process to be undertaken in filing, responding to, judicially resolving motions. It does not offer any authority to a trial court to rule without giving a responding party any chance whatsoever to respond.

Respondent's argument in support of the deprivation of discovery to plaintiff and the deprivation of any opportunity to be heard on the motion is absurd and somewhat taunting. "Petitioner had no need for discovery to resist Respondent's Motion to Dismiss. **All of the facts in her Complaint are already taken as true under Rule 12(b)(6).**" (Resp. Br. p. 37; bold added).

Suffice to say, this statement is heavily belied by the record on appeal. The trial court plainly and reversibly took the facts pleaded by the Complaint as untrue, and this statement by Respondent only serves to show how improper the trial court's overall handling of the case was.

What occurred was judicially wrong and constituted a manifestly unjust abuse of discretion, and plaintiff should be permitted to engage in the discovery she has sought toward the development of the evidence.

F. Respondent Distorts And Mis-Analyzes Petitioner's Waiver And Estoppel Arguments

Respondent mis-describes and re-writes what Petitioner's Brief sets forth on waiver and estoppel. As for the former, Petitioner's Brief states:

> Here, Respondent acted under the sole force of the 2006 handwriting in order to distribute property to himself and others, and in so doing he arguably waived any argument that the handwriting was legally impotent. **Upon examination of "Exhibit B" to Petitioner's response to the motion to dismiss, (JAR 104-112), which is a letter of February 1, 2020, to The Trust's residual beneficiaries, it appears that all of them consented to that distribution. Respondent and those beneficiaries therefore lost any ability to argue the impotence of the handwriting in its fullness, including vis-à-vis Petitioner.**

(Pet's Br. p. 27; bold added).

As this indicates, those that potentially committed the waiver include the residual beneficiaries, and whether this bears out or not shall depend on the factual revelations of discovery. For now, the significance of the claim is that it is a potential source of a recovery spawned from the allegations of the Complaint, resulting in the survival of a 12(b)(6) motion.

Similarly, estoppel provides a potential recovery, and Petitioner's Brief in this regard requires no supplementation, except to emphasize that, like many if not all of the issues of this case, its outcome is fact-driven and deserving of discovery.

G. Some Final Points

Believing that any additional and material arguments presented by the Response Brief are adequately addressed by Petitioner's Brief, for sake of brevity Petitioner resists simply recapitulating her positions on such matters. However, some further discussion is warranted respecting the August 24, 2020, letter from Respondent to Plaintiff which is directly referenced in and quoted by the Complaint, and some final emphasis is deserved on the 2006 handwritten amendment.

Quite inconsistently with those documents which are clearly extraneous to the Complaint—the deeds—that Respondent has successfully exhorted the trial court to consider and now wants the appellate court to consider, he urges that the August 24, 2020, letter be strained out from appellate consideration contending, in a footnote per his custom, that it is not worthy of consideration on a 12(b)(6) motion. (Resp. Br. pp. 5-6, Ft. 10). He disparages the quality of the document as being only "partially legible", although without discovery this is the best Petitioner could provide, and he alleges that Petitioner "selectively quoted and mischaracterized it" in her Complaint. All of this is extremely telling and no less hypocritical given that, unlike for the deeds, the Complaint actually does directly reference and rely upon the letter. Particularly given the unsavory contention that the Complaint abused the substance of the letter, its importance and that of the February 1, 2020, letter which was also presented to the lower court and with the Petitioner's Brief are manifest. Petitioner has faith due consideration of the documents shall now be given on appeal.

It is fitting to end with some final discussion of the 2006 handwriting which the trial court failed to properly address and which Respondent cannot successfully argue away. Respondent knows he has a problem with his pivotal contention--which was the core of the trial court's ruling--that with the creation of the 2016 "amended and restated" trust document all

preceding trust documents were revoked and destroyed. He knows he must somehow reconcile this contention with the Complaint-pled fact that even after 2016 Respondent acted under the force of the 2006 handwriting to make gifts to himself and others. Given the substance of the February 1, 2020, and August 24, 2020, letters that he does not want this Court to review, he cannot deny making and taking the personal property distributions prescribed by the handwriting which he claims to be fully nullified. At footnote 20 of his Brief, found at page 27, Respondent gave the Court the best explanation he could come up with—in short, what he did with the personal property is none of Petitioner's business. His footnote deserves a full recitation.

> Petitioner argues "Respondent acted under the sole force of the 2006 handwriting in order to distribute property to himself and others, and in so doing he arguably waived any argument that the handwriting was legally impotent." Petitioner's Brief, pg. 27. She appears most concerned about Gerald Coyne's Rolex watch and Lincoln Navigator, even though she has no interest in this personal property under the 2016 restated trust. *See* Petitioner's Complaint ¶ 27; Petitioner's Brief, pg. 7. This concern is misplaced. Respondent has taken control of certain personal property owned by Gerald Coyne at his death specifically because it is his legal duty as Trustee to do so. *See* W.Va. Code §44D-8-809 ("A trustee shall take reasonable steps to take control of and protect the trust property.") Petitioner has no standing to dispute Respondent's actions as to this personal property because she has no interest in this personal property under the 2016 restated trust.

Respondent claims that he has taken the Rolex and Navigator the handwriting gave him purely because he is a good trustee who is fulfilling his duty to protect trust property, and he indignantly says Petitioner has no standing to object to this because she has no interest in any of it. He desperately hopes this Honorable Court will fail to realize the import of the allegations of the Complaint, which he seems to factually concede. Obviously, Petitioner does not lay claim to the Rolex now on Respondent's wrist nor to the Navigator he now drives, but she plainly and rightly claims Respondent's conduct vis-à-vis the property evidences the acknowledged power of the handwriting after Gerald's death. No matter how he tries, Respondent simply cannot harmonize his statements and conduct respecting the 2006 handwriting with his critical contention

that the 2016 trust document destroyed all that preceded it. Had the trial court not improperly aborted the case, all of this would have by now been probed.

Petitioner prays that the trial court's dismissal be reversed so that all of the evidence, all of the truth, can be discovered.

Respectfully submitted, Petitioner
Justina Gabbert

By: **John & Werner Law Offices, PLLC**

Anthony J. Werner, Esq. (WVSB #5203)
Joseph J. John, Esq. (WVSB #5208)
Board of Trade Building, STE 200
80 - 12th Street
Wheeling, WV 26003-3273
Telephone: (304) 233-4380
Fax: (304) 233-4387

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RICHARD T. COYNE, ESQ.,
TRUSTEE OF GERALD COYNE TRUST

Defendant/Respondent.

CERTIFICATE OF SERVICE

Service of the foregoing **Reply Brief of Petitioner** was made upon the following by mailing a true copy thereof, by United States Mail, postage prepaid, on this 5th day of July, 2022:

Joseph L. Caltrider, Esquire
BOWLES RICE LLP
101 S. Queen Street
Martinsburg, WV 25401
(Counsel for Defendant/Respondent Richard T. Coyne, Esq.)

Anthony I. Werner, Esq. (WVSB #5203)
Joseph J. John, Esq. (WVSB #5208)
Board of Trade Building, STE 200
80 - 12th Street
Wheeling, WV 26003-3273
Telephone: (304) 233-4380
Fax: (304) 233-4387