

Frances Opelle's Leases
at Olo

The Alai Lawsuit

Pleadings

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at Olo

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Complaint

The “Alai Case”

HCCA 11-01

[subsequently transferred to LT 22-01]

Complaint,

February 27, 2001

**Douglass Crane (Mike) Kneubuhl, Margaret K. Landrigan, and
Alfred James Pritchard Kneubuhl**

As Trustees and Beneficiaries of the Kneubuhl Trust,

v.

Lilian Alai and Frances Opelle

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HIGH COURT OF AMERICAN SAMOA
Clerk's Office 335
FILED TIME 2/27/01
ROBERT L. GORLIAK
CLERK OF COURTS

8 IN THE HIGH COURT OF AMERICAN SAMOA
9 TRIAL DIVISION

10 DOUGLASS CRANE (MIKE) KNEUBUHL,
11 MARGARET K. LANDRIGAN, and ALFRED
12 JAMES PRITCHARD KNEUBUHL as trustees
13 and beneficiaries of the Kneubuhl Trust,

14 Plaintiffs,

15 v.

16 LILIAN ALA'I, and FRANCIS OPELLE,
17

18 Defendants.

HCCA NO. 11-01

COMPLAINT

19 TO THE JUDGE OF THE HONORABLE COURT:
20

21 COMES NOW, Plaintiffs, DOUGLAS CRANE (MIKE) KNEUBUHL, MARGARET K.
22 LANDRIGAN, and ALFRED JAMES PRITCHARD KNEUBUHL as trustees and beneficiaries
23 of the Kneubuhl Trust, by and through their undersigned attorney, asserts and will show the court
24 the following:

- 25 1. Plaintiff DOUGLAS CRANE (MIKE) KNEUBUHL, is an individual currently
26 residing in New Port Beach, California and is a beneficiary and trustee of the
27 Kneubuhl Trust.
28

- 1 2. Plaintiff MARGARET K. LANDRIGAN is an individual whose legal residence is
2 American Samoa and is a beneficiary and trustee of the Kneubuhl Trust.
- 3
4 3. Plaintiff ALFRED JAMES PRITCHARD KNEUBUHL is an individual currently
5 residing in Southberry, Connecticut, and is a beneficiary and trustee of the Kneubuhl
6 Trust.
- 7
8 4. Defendant LILIAN ALA'I is an individual currently residing in American Samoa.
- 9 5. Defendant, FRANCIS OPELLE, is an individual currently residing in San Juan
10 Capistrano, California, and is a beneficiary and trustee of the Kneubuhl Trust.
- 11 6. On August 15, 1960, Adeline Pritchard Kneubuhl, conveyed several parcels of land in
12 trust ("Kneubuhl Trust") to trustee William Robert Opelle for the benefit of her
13 children share and share alike: Alfred James Pritchard, Benjamin, F. Kneubuhl Jr.,
14 John Alexander Kneubuhl, Douglas Crane Kneubuhl, Margaret Adaline Kneubuhl
15 Wood (Landrigan), and Francis Emile Kneubuhl Opelle. Attached Exhibit "1".
- 16
17 7. All parcels of land in the trust corpus are located in the territory of American Samoa.
- 18 8. Upon information and belief, the 1960 trust was recorded on August 24, 1960, in the
19 Register of Transfers, Vol. 3, pages 76-77.
- 20
21 9. On September 30, 1969, an agreement was executed between Adeline Pritchard
22 Kneubuhl and trustee William Robert Opelle and the beneficiaries of the Kneubuhl
23 Trust modifying the original trust agreement. Attached Exhibit "2".
- 24
25 10. Upon information and belief, in the period between 1969 and 1974, William Robert
26 Opelle ceased to be the trustee of the Kneubuhl Trust and the beneficiaries of the trust
27 all became trustees of the Kneubuhl Trust.
- 28

- 1 11. In 1974, the trustees/beneficiaries of the trust entered into a Land Planning Agreement
2 which governed a part of the corpus of the trust known as the land called Olo.
3 Attached Exhibit "3".
4
- 5 12. Upon information and belief, on December 31, 1979, a portion of Olo was leased by
6 Francis Opelle to Priscilla Moors Muench and Lawrence R. Moran.
7
- 8 13. Upon information and belief, the 1979 lease was not approved by written approval of
9 the majority of the trustees as required by the Kneubuhl Trust of 1960, the 1969
10 agreement, and the 1974 Olo Land Planning Agreement (hereinafter referred to as the
11 "Kneubuhl Trust Instruments").
12
- 13 14. The portion of Olo leased in the 1979 lease is that parcel of land referred to in the
14 Kneubuhl Trust document of 1960.
15
- 16 15. On December 11, 1986, trustee Francis Opelle transferred the 1979 lease to a new
17 lessee, Suhayl Ala'i. Attached Exhibit "4".
18
- 19 16. Upon information and belief, the 1986 transfer was not approved in writing by a
20 majority of the trustees as required by the Kneubuhl Trust Instruments.
21
- 22 17. On April 25, 1997, the 1979/1986 Olo lease was amended and Lilian Ala'I was
23 substituted as Lessee. Attached Exhibit "5".
24
- 25 18. Upon information and belief, the 1997 substitution was not approved by written
26 approval of the majority of the trustees as required by the Kneubuhl Trust
27 Instruments.
28

1 19. Francis Opelle did not have and was not given power, authority, or approval as
2 required by the Kneubuhl Trust Instruments to lease the portion of Olo designated in
3 the lease of 1979.

4
5 20. The 1979 lease, the 1986 transfer of lease to new lessee, and the 1997 amendment all
6 violate one or more provisions of the Kneubuhl Trust Instruments.

7 21. The 1979 lease, the 1986 transfer of lease to new lessee, and the 1997 amendment are
8 all void.

9
10 22. In the alternative, if the court determines that the 1979 lease, the 1986 transfer of
11 lease to new lessee, and the 1997 amendment are not void, then because the
12 documents were executed without authority, the 1979 lease, the 1986 transfer of lease
13 to new lessee, and the 1997 amendment are voidable by a majority vote of the
14 trustees.
15

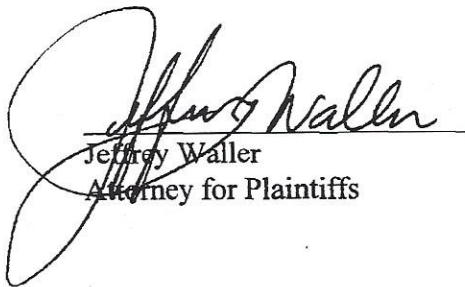
16
17 WHEREFORE, Plaintiffs pray that this court:

- 18 1. Issue a declaratory judgment that the 1979 lease is void;
- 19 2. Issue a declaratory judgment that the 1986 transfer of the 1979 lease to a new
20 lessee is void;
- 21 3. Issue a declaratory judgment that the 1997 amendment to the 1979 lease is void;
- 22 4. In the alternative, issue a declaratory judgment that the 1979 lease is voidable by
23 majority vote of the trustees to the Kneubuhl Trust;
- 24
25
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- 1 5. In the alternative, issue a declaratory judgment that the 1986 transfer of the 1979
2 lease to a new lessee is voidable by majority vote of the trustees to the Kneubuhl
3 Trust;
4
5 6. In the alternative, issue a declaratory judgment that the 1997 amendment to the
6 1979 lease is voidable by majority vote of the trustees to the Kneubuhl Trust;
7
8 7. Award to the Plaintiffs the costs and disbursements herein; and
9
10 8. Award the Plaintiffs such other and further relief as this court may deem proper.

11 Dated: 2/26 2001

Law Office of Marshall Ashley

12
13 
14 Jeffrey Waller
15 Attorney for Plaintiffs

16 List of attached exhibits:

- 17 1. 1960 Conveyance in Trust—Kneubuhl Trust
18 2. 1969 Agreement
19 3. 1974 Land Planning Agreement
20 4. 1986 Transfer of Lease to New Lessee by Supplemental Agreement
21 5. 1997 Amendment to Lease Agreement
22
23
24
25
26
27
28

Lena P. Kneubuhl Folio

Estate and Court Documents

Douglass C. "Mike" Kneubuhl

v.

Lillian Alai and Frances Opelle

Land and Titles 22-01

Frances' Answer

Filed April 11, 2001

HCCA 11-01

1873

4-4-2001

To: Jeffrey J. Waller, Esq.
Fax: 011-684-633-4006
Phone: 011-684-633-2457

HIGH COURT OF AMERICAN SAMOA
FILED IN 11-01
4/11/01
CLERK OF COURTS

From: Frances K. Opelle
Phone: 949-481-0268

Dear MR. Waller,

I am replying to your letter dated 3-22-01 and summons dated 2-26-2001.

At the time that I signed the leases dating from 1979/1997, I was unaware that all leases have to be approved by the Kreubuhl Trust Instruments.

I would recommend that, to the mutual benefit of all parties concerned, new leases be drawn up, to be consequently made valid upon approval by the Kreubuhl Trust Instruments.

I would ask you, please, to file a copy of my enclosed answer with the clerk of the court, as requested in the summons.

My answer to the summons will follow in the mail.

I am available at the above phone number, should you find it necessary to contact me further.

Sincerely,
Frances Opelle