

IN THE CIRCUIT COURT OF SIXTH JUDICIAL CIRCUIT  
IN AND FOR PASCO COUNTY, FLORIDA  
CIVIL DIVISION

ERIC MANUELIAN,

Plaintiff,

v.

2021CA002622CAAXES  
[21-CA-002622]

JENNIFER L. STARR, individually and in the Capacity  
as Trustee of the Kirkland Trust dated 3/10/05 and in  
the Capacity as Trustee of the Starr Trust,

Defendants,

-and-

KIRKLAND RANCH, INC., A Florida Corporation and  
R.L.E. RANCH, INC., A Florida Corporation

Nominal Defendants.

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**AMENDED ORDER GRANTING DEFENDANT JENNIFER L. STARR'S MOTION  
FOR SUMMARY JUDGMENT AND DENYING PLAINTIFF ERIC MANUELIAN'S  
RENEWED AND AMENDED MOTION FOR PARTIAL SUMMARY JUDGMENT**

THIS CAUSE having come before the Court on the Plaintiff Eric Manuelian's Renewed and Amended Motion for Summary Judgment on Counts One, Two, Four, and Five, and the Defendant Jennifer L. Starr's Motion for Summary Judgment, and the Court having reviewed the pleadings and legal authority cited therein, the supporting documents and record evidence, and having heard argument of counsel in two hearings on April 3, 2023, and on April 19, 2023, and otherwise being fully advised of the premises herein, it is **ORDERED AND ADJUDGED** that the Plaintiff's Renewed and Amended Motion for Summary Judgment filed on January 11, 2023, is hereby **DENIED**. It is further **ORDERED AND ADJUDGED** that Defendant Jennifer L.

Starr's Motion for Summary Judgment filed on February 16, 2023, is hereby **GRANTED ON ALL COUNTS**.

In support of this Order, the Court hereby makes the following **FINDINGS OF FACT** and **CONCLUSIONS OF LAW**:

**FINDINGS OF FACT:**

1. The Court finds there is no genuine dispute as to any material fact and Defendant Jennifer L. Starr has established that she is entitled to judgment as a matter of law.

2. In 1977, Laura Kirkland owned 200 shares of Kirkland Ranch Inc. ("KRI").

3. In 1979, Laura Kirkland married Charles Manuelian.

4. Laura Kirkland and Charles Manuelian had two children: Eric Manuelian, who is the Plaintiff in this action, and Robert Kirkland.

5. On May 29, 1997, a divorce decree was entered by the Family Court of the Ninth Judicial Circuit, Berkeley County, South Carolina, Case No. 95-DR-08-1256 ("1997 Divorce Decree"), which dissolved the marriage between Laura Kirkland and Charles Manuelian.

6. Neither Charles Manuelian nor Laura Kirkland appealed or sought a court order modifying the 1997 Divorce Decree.

7. The 1997 Divorce Decree incorporated and recited an agreement between Laura Kirkland and Charles Manuelian (the "Marital Settlement Agreement"). In the provisions of the Marital Settlement Agreement addressing "Checking or Savings Accounts, Stocks and Bonds", Paragraph 20(b) provides as follows: "Defendant [Laura Kirkland] retains the Kirkland Ranch Stock and same is to be divided upon her death between her surviving children. Further, if stock is otherwise liquidated, the proceeds will go to her surviving children."

8. From 1999 through 2002, Laura Kirkland received an additional 78 shares of KRI.

9. On December 12, 2005, Laura Kirkland executed a Last Will and Testament which devised all of her property to the Kirkland Trust dated March 10, 2005 (the “Laura Kirkland Trust”), a revocable trust. Among other provisions, Jennifer Starr was designated the Initial Personal Representative.

10. Also on December 12, 2005, Laura Kirkland executed the “First Amendment of Trust Declaration by Laura Kirkland Dated December 12, 2005,” designating Jennifer Starr as the Trust’s sole beneficiary. Robert Kirkland and Eric Manuelian were designated as contingent beneficiaries.

11. On July 26, 2009, Laura Kirkland directed KRI to transfer all of her 278 shares of KRI to the Laura Kirkland Trust, and further directed KRI to issue a new certificate to her as Trustee of the Laura Kirkland Trust.

12. On September 16, 2009, Laura Kirkland died.

13. The Laura Kirkland Trust became irrevocable upon Laura Kirkland’s death.

14. On December 31, 2009, the Plaintiff received a distribution of KRI shares from his grandmother’s Trust and following which he participated in corporate affairs as a shareholder.

15. On March 25, 2010, Defendant Jennifer Starr filed a Petition for Formal Administration for the *Estate of Laura Kirkland* (“Estate”) in the Circuit Court of Orange County, Florida, case number 2010-CP-0006333-O.

16. Also on March 25, 2010, Jennifer Starr filed a Notice of Trust in the Estate that stated the Laura Kirkland Trust was liable for the expenses of administration of the Decedent’s estate and enforceable claims of the Decedent’s creditors as required in Fla. Stat. §§ 733.607(2) and 736.05055(1) (2010).

17. On March 31, 2010, Jennifer Starr was appointed Personal Representative of the Estate. The Plaintiff signed a Waiver of Priority, Consent to Appointment of Personal Representative, and Waiver of Notice and Bond, in which he waived any right to act as Personal Representative of the Estate and consented to the appointment of Jennifer Starr as Personal Representative of the Estate.

18. The Plaintiff never filed a claim as a creditor in the Estate.

19. The Plaintiff never commenced any proceedings against the Estate related to the KRI shares and never objected to any aspect of Jennifer L. Starr's administration of the Estate.

20. Neither Plaintiff nor the Defendant was aware of the 1997 Divorce Decree during the pendency of the Estate.

21. On July 19, 2011, all the shareholders of KRI, including the Plaintiff and the Defendant Jennifer Starr as successor trustee of the Laura Kirkland Trust, executed a reorganization and division of KRI. All KRI shareholders surrendered their certificates to the agents presiding over the transaction and were afterwards issued new certificates for either KRI or a new corporation, R.L.E. Ranch, Inc. ("RLE"), in proportion to their original KRI shares. Both the Plaintiff and the Laura Kirkland Trust received shares of RLE.

22. On July 19, 2011, both Plaintiff and Defendant Jennifer Starr as successor trustee of the Laura Kirkland Trust accepted and signed the R.L.E. Shareholder Agreement, which outlined transfer restrictions for RLE shares in Section 2.

23. All RLE shareholders, including the Plaintiff, approved the distribution of the Laura Kirkland Trust's RLE shares to Jennifer Starr by signing a written Consent to Transfer of Stock in accordance with Section 2.1(a) of the R.L.E. Shareholder Agreement. RLE then cancelled the

Laura Kirkland Trust's share certificate and issued a new certificate to the Starr Trust dated March 26, 2010 ("Starr Trust").

24. On June 13, 2018, Jennifer Starr filed a Petition for Discharge in the Estate, stating that she had fully administered the Estate and requesting that she be discharged as Personal Representative of the Estate.

25. On June 26, 2018, Defendant Jennifer Starr was discharged as Personal Representative of the Estate.

26. In September of 2020, the Plaintiff reunited with his estranged father.

27. On November 8, 2021, the Plaintiff filed his Complaint in this action seeking 50% of all shares of RLE (as successor to KRI) received by the Defendant from the Laura Kirkland Trust. On January 11, 2022, the Plaintiff filed a First Amended Complaint.

28. On January 18, 2022, the Plaintiff filed a Motion for Summary Judgment.

29. On January 28, 2022, Defendant moved to dismiss the Complaint, and then filed a Motion to Dismiss Amended Complaint, which included as grounds the Plaintiff's failure to join his brother, Robert Kirkland, as an indispensable party. This Court heard the Motion to Dismiss Amended Complaint on May 3, 2022 and entered its Order denying such Motion on June 1, 2022. Robert Kirkland has attended several hearings in this case and has not intervened.

30. On February 13, 2022, the Plaintiff filed an Amended Motion for Summary Judgment, revised to demand 50% of the 200 shares of RLE (as successor to KRI) Laura Kirkland owned at the time of her divorce in 1997. On March 29, 2022, the Court heard argument on the Plaintiff's Amended Motion for Summary Judgment. An Order denying such Motion was issued on April 28, 2022. Plaintiff filed a Motion for Reconsideration and Clarification of April 28, 2022

Order Denying Plaintiff's Motion for Partial Summary Judgment, which the Court denied on May 25, 2022.

31. On January 11, 2023, the Plaintiff filed a Renewed and Amended Motion for Partial Summary Judgment on Counts One, Two, Four, and Five of the First Amended Complaint, making many of the same arguments previously raised in Plaintiff's first Amended Motion for Summary Judgment, and Motion for Reconsideration.

32. On February 16, 2023, the Defendant also moved for summary judgment on all counts of the First Amended Complaint.

33. On April 3, 2023, and April 19, 2023, the Court heard argument from counsel for the Plaintiff and counsel for the Defendant for their respective motions.

34. Both Plaintiff and Defendant have asserted there is no genuine issue as to any material fact in this case.

#### **CONCLUSIONS OF LAW:**

35. The Court concludes there is no genuine dispute as to any material fact and Defendant Jennifer L. Starr has established that she is entitled to judgment as a matter of law.

36. The Court affirms that as the result of the 2011 KRI reorganization, the 100 RLE shares sought by the Plaintiff represent one-half of the KRI shares referenced in the 1997 Divorce Decree.

37. The Court gives full faith and credit to the 1997 Divorce Decree dissolving the marriage between Laura Kirkland and Charles Manuelian.

38. Plaintiff contends that, by giving full faith and credit to the 1997 Divorce Decree, the Court must conclude that:

(a) 100 shares of Laura Kirkland's KRI stock automatically transferred to the Plaintiff at the instant of Laura Kirkland's death, without any action by Laura Kirkland, KRI, the Plaintiff, or any other party;

(b) the actions taken by Laura Kirkland and KRI between the date of the 1997 Divorce Decree and her death had no effect on 100 shares of her KRI stock;

39. The Court rejects the Plaintiff's argument for the following reasons:

40. As stated in the 1997 Divorce Decree and the Marital Settlement Agreement recited therein, Laura Kirkland retained ownership of the KRI (RLE) shares.

41. Although Laura Kirkland agreed to leave her KRI shares or liquidation proceeds to her children upon her death, the 1997 Divorce Decree did not transfer any interest in Laura Kirkland's KRI (RLE) shares to the Plaintiff.

42. Plaintiff contends that the 1997 Divorce Decree created for the Plaintiff an interest in Laura Kirkland's KRI (RLE) shares that took effect automatically upon Laura Kirkland's death, regardless of Laura Kirkland's actions and intentions during her remaining lifetime. The Court concludes that even if such an interest had been created, any such interest would have been extinguished by Laura Kirkland's actions in naming Jennifer Starr as the sole beneficiary of the Laura Kirkland Trust and by transferring the KRI (RLE) shares to the Laura Kirkland Trust.

43. Laura Kirkland made a clear and intentional decision to leave her property to Jennifer Starr when she amended the Laura Kirkland Trust in 2005 to make Jennifer Starr the sole beneficiary, as shown in the trust amendment.

44. In 2009, Laura Kirkland reaffirmed her decision to leave her KRI shares to Jennifer Starr, by taking the steps necessary to transfer her KRI shares to the Laura Kirkland Trust.

45. Laura Kirkland's reasons for directing her shares away from her children in favor

of Starr are not known and not subject to the Court's review. Laura Kirkland's actions demonstrated her clear intent to leave her shares of KRI to Starr.

46. When Laura Kirkland died on September 16, 2009, the Laura Kirkland Trust became irrevocable. All assets titled in the Laura Kirkland Trust at the time of Laura Kirkland's death were subject to administration in accordance with the provisions of the Laura Kirkland Trust and the Florida Trust Code, including Fla. Stat. §§ 736.1014(1) (2009) and 736.05055(1) (2009).

47. A probate claim is "a liability of the decedent, whether arising in contract, tort, or otherwise, and funeral expense." Fla. Stat. § 731.201(4) (2010). Any claim against a decedent based on a wrongful action or inaction of the decedent is subject to probate jurisdiction, and the statutory bars for claims filed in the decedent's probate proceeding apply. Fla. Stat. §§ 733.702(2), 733.710(1), and 736.1014(1) (2010).

48. The Plaintiff was aware of and participated in the Estate's probate proceedings.

49. The Plaintiff never brought an independent action or declaratory action against Laura Kirkland during her lifetime or against the Estate, and the Plaintiff never filed a claim in the Estate as a creditor.

50. Nonetheless, the Plaintiff contends that his demand for 100 shares of Laura Kirkland's KRI stock is exempt from the claims procedure and absolute claims bar under Fla. Stat. §§ 733.702(2), 733.707(3), and 733.710 (2010) because said shares were not identified as an asset of the Estate and were not included in the Inventory of the Estate, and because Laura Kirkland's death was a condition for the transfer of said shares pursuant to the 1997 Divorce Decree.

51. Florida's Trust Code also required the Plaintiff to file a timely claim in Laura Kirkland's Estate to assert his purported entitlement to said shares. Fla. Stat. § 736.1014(1) (2010) provides that after the death of the settlor of a revocable trust, no creditor may bring an action



against the trust, the trustee of the trust, or any beneficiary of the trust dependent upon the individual liability of the settlor, and such claims and causes of action against the settlor must be presented and enforced against the settlor's estate as provided in the Probate Code, Chapter 733.

52. The Court finds that if the Plaintiff believed such shares became his automatically when his mother died or that his mother had conveyed such shares in error by way of her trust, the Plaintiff was required to file a timely creditor's claim in the Estate to assert any grounds for entitlement to such shares based on the 1997 Divorce Decree. The Plaintiff is now barred from asserting any such grounds for entitlement to such shares, pursuant to Fla. Stat. §§ 733.702 and 733.710 (2010).

53. Furthermore, the Court also finds the Plaintiff is time barred from bringing a claim. Fla. Stat. § 733.710 (2010) establishes a two-year jurisdictional statute of non-claim, providing that if a claim is not filed under the procedures of Fla. Stat. § 733.702 (2010), "[two] years after the death of a person, neither the decedent's estate, the personal representative, if any, nor the beneficiaries shall be liable for any claim or cause of action against the decedent[.]"<sup>1</sup> The Court finds the Plaintiff's claims are well past these statutory deadlines.

54. Jennifer Starr, as the Laura Kirkland Trust beneficiary, was entitled to all of the trust's assets including the shares referenced in the 1997 Divorce Decree. Jennifer Starr, as successor trustee of the Kirkland Trust, has no authority or obligation to divide or distribute the shares per the terms of the 1997 Divorce Decree.

55. The Court finds that the Defendant has not committed fraud or constructive fraud, and that there are no circumstances here that give the Court any authority to circumvent the clear

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<sup>1</sup> Fla. Stat. §§ 733.710 and 733.702 (2010) have not changed since 2010.

requirements in the Florida Probate Code that required the Plaintiff to file a claim within the time periods provided for in Fla. Stat. §§ 733.702 and 733.710 (2010).

56. As to the Plaintiff's claim that this lawsuit is timely under the twelve year statute of repose for both fraud and constructive fraud provided by Fla. Stat. §§ 95.11 and 95.031, the Plaintiff has no claim against the Defendant in any capacity because the Plaintiff's only claim was against his mother, Laura Kirkland, premised on the individual liability of Laura Kirkland, as a creditor of the probate estate of Laura Kirkland.

57. KRI and RLE were identified as nominal defendants in the Amended Complaint. The final judgment rendered herein disposes of all claims asserted in the Amended Complaint, including any claims directed to or relief requested from KRI and RLE.

Therefore, it is **ORDERED AND ADJUDGED** that the Plaintiff's Renewed and Amended Motion for Summary Judgment is hereby **DENIED WITH PREJUDICE ON COUNTS ONE, TWO, FOUR, AND FIVE**. It is further **ORDERED AND ADJUDGED** that Defendant's Motion for Summary Judgment is hereby **GRANTED ON ALL COUNTS**.

It is further **ORDERED AND ADJUDGED** that the lis pendens, as amended, filed by the Plaintiff at the Pasco County Clerk and Comptroller, as amended on August 3, 2022, is immediately dissolved.

It is further **ORDERED AND ADJUDGED** that the Plaintiff's claims against the nominal defendants, KIRKLAND RANCH, INC. and R.L.E. RANCH, INC. are disposed of. **FINAL JUDGMENT** is entered for Defendant Jennifer Starr JENNIFER L. STARR, individually and in the Capacity as Trustee of the Kirkland Trust dated 3/10/05 and in the Capacity as Trustee of the Starr Trust, and against Plaintiff Eric Manuelian. The Court reserves jurisdiction to consider a

timely motion to tax costs and attorney's fees. Plaintiff shall take nothing by this action and Defendant shall go hence without day.

**DONE AND ORDERED** in Chambers in Dade City, Pasco County, Florida on this 7<sup>th</sup> day of September 2023.

Electronically Conformed 9/7/2023

Kemba Lewis

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THE HONORABLE KEMBA LEWIS  
CIRCUIT COURT JUDGE  
SIXTH JUDICIAL CIRCUIT  
PASCO COUNTY, FLORIDA

Copies furnished to:

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DISTRICT COURT OF APPEAL OF FLORIDA  
SECOND DISTRICT

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ERIC MANUELIAN,

Appellant,

v.

JENNIFER L. STARR, individually and in the Capacity as Trustee of the  
Laura Kirkland Trust dated 3/10/05 and in the Capacity as Trustee of  
the Starr Trust,

Appellee.

No. 2D2023-1544

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May 1, 2024

Appeal from the Circuit Court for Pasco County; Kemba Lewis, Judge.

Donald J. Schutz, Saint Petersburg, for Appellant.

John A. Schifino of Gunster, Yoakley & Stewart, P.A., Tampa, for  
Appellee.

PER CURIAM.

Affirmed.

VILLANTI, BLACK, and ATKINSON, JJ., Concur.

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Opinion subject to revision prior to official publication.

**DISTRICT COURT OF APPEAL OF THE STATE OF FLORIDA  
SECOND DISTRICT**

1700 N. Tampa Street, Suite 300, Tampa FL 33602

August 16, 2024

ERIC MANUELIAN,  
APPELLANT(S)

CASE NO.: 2D2023-1544  
L.T. No.: 2021-CA-2622

V.

JENNIFER L. STARR, ET AL.,  
APPELLEE(S).

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**BY ORDER OF THE COURT:**

Appellant's motion for clarification, rehearing en banc, and certification of conflict and issue of exceptional importance of attorney fee order rendered May 1, 2024, is denied.

Appellant's motion for written opinion and rehearing en banc of per curiam affirmance ("pca") rendered May 1, 2024, and, if granted and appropriate, certification of conflict and issue of exceptional importance is denied.

Appellant's motion to strike appellee Starr's two untimely documents titled "response in opposition" filed July 19, 2024, is denied as moot.

Appellee's motion to file responses in opposition to appellant's post pca motions out of time is denied as moot.

I HEREBY CERTIFY that the foregoing is a true copy of the original court order.

*Mary Elizabeth Kuenzel*  
Mary Elizabeth Kuenzel, Clerk  
2D2023-1544 8/16/24



MEP

Served:

PASCO CLERK

BENJAMIN FRANK DIAMOND

JOSEPH W. FLEECE

AUDREY ANNE GANGLOFF

JONATHAN G. LEE

LINDSAY PATRICK LOPEZ

RACHEL ALBRITTON LUNSFORD

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