IN THE
SUPREME COURT OF THE REPUBLIC OF PALAU
APPELLATE DIVISION

OMDASU UEKI and MELUSCH UEKI,
Appellants,
v.
JOY UEKI,
Appellee.

Cite as: 2024 Palau 19
Civil Appeal No. 23-037
Appeal from Civil Action No. 13-104

Decided: June 20, 2024

Counsel for Appellants ..... Siegfried B. Nakamura
Counsel for Appellee ..... Allison Nixon

BEFORE: JOHN K. RECHUCHER, Associate Justice, presiding
FRED M. ISAACS, Associate Justice
ALEXANDRO C. CASTRO, Associate Justice

Appeal from the Trial Division, the Honorable Lourdes F. Materne, Associate Justice, presiding.

OPINION

PER CURIAM:

[¶ 1] This appeal involves an attempt by two siblings to reopen their father's estate and claim rights to certain property over their half-siblings' objection.[1] The trial court denied the requested relief, concluding that (1) the two-year statute of limitations bars Appellants Omdasu Ueki and Melusch Ueki from reopening their father's estate and (2) they have no right to claim

[1] Although Appellants request oral argument, we resolve this matter on the briefs pursuant to ROP R. App. P. 34(a).

their mother's alleged one-half interest in a lease agreement with Family Mart because they agreed to waive those rights in a conclusive settlement agreement.

[¶ 2] For the reasons set forth below, we **AFFIRM**.

BACKGROUND

[¶ 3] This appeal stems from a trial court order denying Omdasu Ueki and Melusch Ueki's motion to reopen their father's estate. Omdasu and Melusch sought to reopen their father's estate to claim their mother's alleged one-half interest in Koror State Lot Nos. 40868 and 40845 ("Family Mart"). Appellees challenged Appellants' attempt to reopen their father's estate,[2] arguing the request was in effect a motion for relief from judgment that was barred by a conclusive settlement agreement and the statute of limitations.

[¶ 4] In the late 1990's, Minami and Clara Ueki were heavily indebted to Clara's father, Roman Tmetuchl. In an agreement dated July 2, 1993, Minami and Clara agreed to relinquish their title and interest to the Family Mart building, property, and parking area to Roman in exchange for Roman's forgiveness of certain debts. In exchange for this promise, Roman agreed to bequeath Family Mart back to Minami and Clara or their sons, Omdasu and Melusch, prior to his death.[3]

[¶ 5] After Roman passed away, Minami and Clara made a claim against Roman's Estate for Family Mart. On November 1, 2004, the trial court (J. Miller) entered judgment in favor of Minami and Clara, finding that they were "entitled, without further delay, to full and unencumbered possession and control of the Family Mart building along with the parking lot adjacent thereto." Judgment, *In the Matter of The Estate of Roman Tmetuchl*, Civ. Action No. 00-103, at 1 (Tr. Div. Nov. 1, 2004). In 2008, after Clara passed away, Appellant Melusch filed a petition to administer Clara's Estate in Civil Action No. 08-264. The court (P.J. Salii) named Minami as the administrator

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[2] Appellants Omdasu and Melusch are the children of Minami Ueki and Clara Ueki. Appellee Joy Ueki and her siblings, Valentine Ueki, John R. Ueki, and Elena Ueki, are the children of Minami Ueki and Maria Rosa Tebengel. Hence, Appellants and Appellees are half-siblings who share the same father and have different mothers.

[3] While the record below is unclear on this point, it appears that Roman did not follow through on his promise.

of Clara's Estate and awarded certain property to Minami and other property to Omdasu and Melusch. However, the court did not determine whether Clara had an interest in Family Mart or, if she did, dispose of Clara's interest in Family Mart.

[¶ 6] On May 27, 2010, Koror State Public Lands Authority ("KSPLA") and Minami entered into a lease agreement for Family Mart ("Family Mart Lease"). After Minami passed away, Appellee Joy petitioned to open Minami's Estate and filed an inventory of Minami's assets, which included the Family Mart Lease. Both the Children of Maria and the Children of Clara made claims against Minami's Estate, but they were able to settle their claims in an agreement dated April 5, 2017 ("Settlement Agreement").

[¶ 7] The Settlement Agreement awarded Minami's interest in Family Mart to the Children of Maria, stating in relevant part:

> [Minami's] interest in and to the May 27, 2010 Commercial Lease with the Koror State Public Lands Authority for the property in Ngerbeched Hamlet of Koror State upon which the buildings and area commonly known as "Family Mart" are located, together with all the buildings and improvements located thereon, will be awarded to the Children of Maria to be shared and/or managed as agreed between them.

The Settlement Agreement further provided:

> This Agreement expresses the full and complete agreement reached by the Parties regarding their respective claims to the assets of the Estate. Moreover, the Parties agree that as between them this Agreement will be treated as a full and final settlement of all other causes of action and claims, known and unknown, asserted or unasserted, suspected or unsuspected, liquidated or unliquidated, of

> every kind and nature whatsoever arising from or related to the Estate, its administration, or to the assets of the Estate distributed to them, and the Parties waive and mutually release each other from any further rights and claims for damages arising from the foregoing. There are no terms and conditions to this Agreement except as stated in writing in this Agreement.

The court (J. Materne) approved the Settlement Agreement.

[¶ 8] In 2018, the court (P.J. Salii) allowed Omdasu and Melusch to reopen Clara's Estate, determined that Clara held a one-half interest in Family Mart, and awarded it to Omdasu and Melusch. Ord. Granting Motion to Re-Open Est., *In the Matter of the Estate of Clara Tmetuchl Joshua Ueki*, Civ. Action No. 08-264, at 1 (Tr. Div. Nov. 8, 2018). Omdasu and Melusch presented this order to KSPLA and requested that they be added as parties to the Family Mart Lease. KSPLA interpreted the court's orders as conflicting and refused to modify the lease or to issue a new lease.

[¶ 9] Omdasu and Melusch then moved to reopen Minami's Estate in Civil Action No. 13-104 for the sole purpose of clarifying that only Minami's interest, and not Clara's interest, was awarded to Children of Maria during the probate of Minami's Estate. The court (J. Materne) found that Omdasu and Melusch had waived their rights and any claims to the Family Mart Lease when they signed the Settlement Agreement. *See* Ord. Denying Motion to Re-Open the Est. of Decedent, *In the Matter of the Estate of Minami v. Ueki*, Civil Action No. 13-104 (Tr. Div. Nov. 20, 2023).

[¶ 10] The court further rejected Presiding Justice Salii's order awarding Clara's one-half interest to Omdasu and Melusch, stating that Omdasu and Melusch "fail[ed] to mention their Settlement Agreement with the Children of Maria, which formed the basis of [the court's] final judgment." Ord. Denying Motion to Re-Open the Est. of Decedent, *In the Matter of the Estate of Minami v. Ueki*, Civil Action No. 13-104 , at 2 (Tr. Div. Nov. 20, 2023). Appellants challenge this conclusion.

STANDARD OF REVIEW

[¶ 11]] We review matters of law de novo, findings of fact for clear error, and exercises of discretion for abuse of that discretion. *Obechou Lineage v. Ngeruangel Lineage of Mochouang Clan*, 2024 Palau 2 ¶ 5. The extent to which a lower court possesses inherent authority to reconsider prior orders is a question of law. *In re Idelui*, 17 ROP 300, 302 (2010).

[¶ 12] We interpret settlement agreements according to general principles of contract law. *ROP v. Terekiu Clan*, 21 ROP 21, 25 (2014). The "mental impressions of a party to an agreement do not control" a court's analysis of what a contract means. *Winterthur Swiss Ins. Co. v. Socio Micronesia, Inc.*, 8 ROP Intrm. 169, 172 (2000). "[I]f the language of a contract is clear and unambiguous, then there is no room for a court to weigh what is reasonable or likely to have been intended." *Yalap v. Umetaro*, 16 ROP 126, 127 (2009); *see also Airai State v. ROP*, 10 ROP 29, 30 (2002) (holding the parties waived any remaining claims by signing an unambiguous and full settlement agreement of all claims). A valid settlement agreement is "final, conclusive, and binding upon the parties and upon those who knowingly accept its benefits." *Trolii v. Rechelbang*, 13 ROP 251, 257 (Tr. Div. 2006)

DISCUSSION

[¶ 13] Appellants Omdasu and Melusch present two issues on appeal to support their request for reversal. The first issue is whether the trial court erred in holding that the statute of limitations barred them from moving to re-open Minami's Estate. The second issue is whether the court erred when it made determinations regarding Omdasu and Melusch's rights and actions in *In the Matter of the Estate of Clara Tmetuchl Joshua Ueki*. Because the second issue determines which statute of limitations should apply and proves dispositive, we consider it first.

[¶ 14] The trial court judge hearing Minami's Estate case determined that the judge hearing Clara's Estate case erred by allowing Omdasu and Melusch to reopen Clara's Estate.[4] We have previously explained that trial court judges

[4] Justice Larry W. Miller presided over Civil Action No. 00-103, which involved Roman's Estate. Presiding Justice Kathleen M. Salii presided over Civil Action No. 08-264, which

are independent from other judges. *See, e.g.*, *Aimeliik State Pub. Lands Auth. v. Teltull*, 2018 Palau 6 ¶ 17 (Ngiraklsong, A., concurring) ("The independence of the judiciary begins with the independence of each judge. Each judge is independent from other judges and other influences in the performance of his or her duties."). We have also recognized the trial court's authority to review its prior order. In *In re Idelui*, we stated:

> [A] court has the inherent authority to reconsider its previous decision when there is an intervening change in the law, a discovery of new evidence that was previously unavailable, or a need to correct clear error or prevent manifest injustice due to the court's misapprehension of the facts, a party's position, or the controlling law.

In re Idelui, 17 ROP 300, 303-04 (2010).

[¶ 15] However, *In re Idelui* recognized a court's inherent authority to reconsider its *own* previous decision. Here, the court in Minami's Estate made determinations regarding Clara's Estate, which was decided by a different judge. The notion of judicial independence and comity between trial court judges is widespread. A trial judge may not review the ruling of another trial judge, unless the original judge is unavailable. *See Geddes v. Superior Ct.*, 126 Cal. App. 4th 417, 425-26 (2005).

[¶ 16] When two separate cases before two different judges concern one related matter, the judges are not "unavailable." In contrast, when a judge is disqualified, the newly assigned judge may, at their discretion, review rulings of the disqualified judge because the disqualified judge, lacking authority to rule, is "unavailable." *Id.* at 426. When the first judge is available, the second judge cannot overturn the decision of the first. *See Paul Blanco's Good Car*

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involved Clara's Estate, and issued the 2009 Decision and Judgment and the 2018 Order. Justice Lourdes F. Materne presided over Civil Action 13-104, which involved Minami's Estate, and issued the 2017 Judgment and Order and the 2023 Order from which this appeal was taken.

Co. Auto Grp. v. Superior Ct. of Alameda Cnty., 56 Cal. App. 5th 86, 99 (2020). Instead, the "second judge should direct the moving party to the judge who ruled on the first motion" and stay the proceedings until the parties obtain the necessary clarification from the judge who issued the first ruling. *Id.* at 100.

[¶ 17] For one judge, "no matter how well intended, even if correct as a matter of law, to nullify a duly made, erroneous ruling of another [judge] places the second judge in the role of a one-judge appellate court." *Id*. at 99. Permitting this practice "would lead to judge-shopping—venturing from judge to judge until a favorable ruling is obtained—which 'would instantly breed lack of confidence in the integrity of the courts'" and "it would be only a matter of days until we would have a rule of man rather than a rule of law." *Id.* Prohibiting this practice may "conserve judicial resources and, further still, prevent a judge from interfering with a case ongoing before another judge. *Id.* at 100.

[¶ 18] As we stated in *Teltull*, "the only avenue through which a case can leave the court in which it was first filed and move to another court would be via an appeal to the Appellate Division of the Supreme Court." *Aimeliik State Pub. Lands Auth. v. Teltull*, 2018 Palau 6 ¶ 15. Although the proper procedure was not followed here, we will consider the court's judgment to determine whether the defect in procedure amounts to harmless error. We have previously held that when the outcome would have been the same, an error in reaching that outcome is harmless. *Palau Pub. Lands Auth. v. Emesiochel*, 22 ROP 126, 131 (2015).

[¶ 19] Here, the Settlement Agreement expressly states the Parties' intent to waive and release "all other causes of action and claims, known and unknown, asserted or unasserted, suspected or unsuspected, liquidated or unliquidated, of every kind and nature whatsoever arising from or related to the Estate . . . ." Even assuming arguendo that Clara held a one-half interest in Family Mart,[5] it would at a minimum relate to Minami's Estate as marital property. *See Yano v. Yano*, 20 ROP 190 (2013) ("Generally, all property

[5] The record does not establish that Appellants notified Presiding Justice Salii of the Settlement Agreement and Judgment in Minami's Estate as required. *See* ROP R. Civ. P. 10(a) ("A Party must identify any related case—including the caption of the case, the case number, and the jurisdiction in which the case is pending—that involves common questions of law or fact.").

acquired during the marriage is marital property . . . while property owned by the parties prior to marriage, or acquired during the marriage by gift or inheritance, is separate property and thus not subject to division, as is property acquired in exchange for any separate property.").

[¶ 20] Omdasu and Melusch should have asked the court to distribute Clara's purported half-interest before they signed the settlement agreement, or they should have expressly stated their intent to exclude Clara's purported half-interest in the settlement agreement. Because the Settlement Agreement was fully and finally dispositive of any claims asserted by Omdasu and Melusch concerning Clara's purported half-interest in Family Mart and any benefits arising therefrom, the procedural defect in the case below amounts to harmless error.

CONCLUSION

[¶ 21] For the foregoing reasons, we **AFFIRM** the Trial Division's decision.