

COURT OF APPEALS
DIVISION II

12 JAN 23 11:00 AM '03

STATE OF WASHINGTON
BY 
DEPUTY

NO. 41285-3-II

COURT OF APPEALS
DIVISION II
STATE OF WASHINGTON

THE EVELYN M. PLANT TRUST

Appellant,

v

JENNIFER LINTH, CAROLYN LINTH, CRISTA MINISTRIES, a Washington nonprofit corporation; STATE OF WASHINGTON, OFFICE OF THE ATTORNEY GENERAL, HOSPICE OF CLALLAM COUNTY, a Washington nonprofit corporation; HEALTHY FAMILIES OF CLALLAM COUNTY, a Washington nonprofit corporation, OPERATION UPLIFT CANCER SUPPORT, a Washington nonprofit corporation; WORLD HEALING CENTER CHURCH, INC., d/b/a/ Benny Hinn Ministries, a Texas nonprofit corporation; TRINITY BROADCASTING NETWORK, INC., a California nonprofit corporation; THE CHRISTIAN BROADCASTING NETWORK, INC., a Virginia nonprofit corporation; and SAMARITAN'S PURSE, a North Carolina nonprofit corporation; NORTH OLYMPIC LAND TRUST,

Respondents

BRIEF OF APPELLANT

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TABLE OF CONTENTS

| | | |
|----|--|------------|
| 1. | Table of Contents | Page i. |
| 2. | Table of Authorities | Page ii |
| 3. | Assignments of Error | Page 1 |
| 4. | Issues Pertaining to Assignments of Error | Pages 1-2. |
| 5. | Statement of the Case..... | Pages 2-6. |
| 6. | A. Argument | |
| | 1. Court improperly failed to use its discretion in determining whether to follow the intent of the deceased | Page 6 |
| | 2. The Court failed to void the agreement based on coercion..... | Page 10 |
| | 3. Mutual Mistake of Fact, Impossibility of Performance..... | Page 13 |
| | B. Conclusion | Page 21 |

TABLE OF AUTHORITIES

Table of Cases

| <u>Case</u> | <u>Page</u> |
|---|-------------|
| <u>Beaver v. Estate of Harris</u> , 67 Wn.2d 621, 409 P.2d 143 (1965)..... | 18 |
| <u>Bloor v. Fritz</u> , 143 Wn.App. 718, 180 P.3d 805 (2008)..... | 17 |
| <u>Chemical Bank v. Wash. Public Power Supply Sys.</u> , 102 Wn.2d 874, 691 P. 2d. 524 | 15 |
| <u>Childers v. Alexander</u> , 18 Wn.App. 706, 571 P.2d 591 (1977) | 18 |
| <u>Del Rosario v. Del Rosario</u> , 132 Wn.App. 261, 68 P.3d 911 (2003)... | 17 |
| <u>Dykstra v. County of Skagit</u> , 97 Wn.App. 670, 985 P.2d 424 (1999).. | 14 |
| <u>Halbert v. Forney</u> , 88 Wn.App. 669, 945 P.2d 1137 (1997) | 19 |
| <u>Hornbeck v. Wentworth</u> , 132 Wn.App. 504, 132 P.3d 778 (2006) | 16 |
| <u>Hough v. Stockbridge</u> , 150 Wn.2d 234, 76 P.3d 216 (2003) | 17 |
| <u>In the Matter of the Estate of Charles Lidston</u> , 32 Wn.2d 408, 202 P.2d 259 (1949) | 7 |
| <u>In the Matter of the Estate of E.J. Mell</u> , 40 Wn.App. 359, 698 P.2d 1080 (1985) | 8 |
| <u>Nationwide Mut. Fire Co. v. Watson</u> , 120 Wn.2d 178, 840 P.2d 851 (1992) | 17 |
| <u>Paopao v. DSHS</u> , 145 Wn.App. 40, 185 P.3d 640 (2008) | 15 |
| <u>Public Utility Dist. No. 1 of Lewis County v. Wash. Pub. Power Supply System</u> , 104 Wn,2d 353, 705 P.2d 1195 (1985) | 17 |

TABLE OF AUTHORITIES

Table of Cases (cont.)

| <u>Case</u> | <u>Page</u> |
|--|-------------|
| <u>Seattle Professional Engineering Employees Ass'n v. Boeing</u> , 92 Wn.App. 214, 963 P.2d 204 (1998)..... | 18 |
| <u>Simonson v. Fendell</u> , 101 Wn.2d 88, 675 P.2d 1218 (1984) | 18 |
| <u>Teel v. Cascade-Olympic Constr. Co.</u> , 68 Wn.2d 718, 415 P.2d 73 (1966) | 17 |
| <u>Western Washington Cement Masons Health & Sec. Trust Funds</u> , <u>v. Hillis Homes, Inc.</u> , 26 Wn. App. 224, 612 P.2d 436 (1980) | 12 |

Other Authority

| <u>Authority</u> | <u>Page</u> |
|--|-------------|
| 1 Am Jur. 2 Nd 812, Actions, Sec. 24 (2005) | 17 |
| Restatement 2 nd Contracts Sec. 151 (1981) | 18 |
| <u>Black's Law Dictionary</u> | 12 |
| <u>Oxford American Dictionary</u> | 12 |

Assignments of Error:

In refusing to Vacate the Order Approving the Non-Judicial Dispute Resolution Agreement, the Court:

1. Failed to use discretion in determining whether to follow the intent of the deceased.
2. Improperly failed to weigh relevant legal priorities when it disregarded the acknowledged intent of the deceased.
3. Abused its discretion in failing to find the agreement was signed under duress.
4. Abused its discretion in determining the defense of impossibility of performance did not apply.
5. Abused its discretion in finding that there may not be a mutual mistake of fact, and even if there was, there parties must wait until a sale and attempted permit failure to seek relief.

Issues Pertaining to Assignments of Error:

1. What are the relevant legal considerations when the Court is faced with whether or not to follow the acknowledged intent of the deceased?

2. What are the relevant considerations when determining whether duress or coercion render a signed agreement unenforceable?
3. Was there substantial evidence to support the Court's finding that there was no mutual mistake of fact nor that there was impossibility of performance?
4. Given irreparable harm should there be a sale of the property, and then it is determined that there is no ability for Jennifer Linth to build on the “carve out” parcel, should the agreement be vacated?

Statement of the Case:

This is an estate matter. The entire matter was succinctly summarized by the trial court in its Memorandum Opinion, and as a summary to introduce this case, is offered by appellant, repeated below. (CP 19, page 2 line 13 – page 4 line 2.)

Evelyn and Franklin Plant owned a substantial waterfront property near Port Angeles called Green Point. Franklin passed away, and Evelyn succeeded him in sole ownership.

There was a Declaration of Trust created by Evelyn Plant on July 22, 2000. There was a First Amendment to Declaration of Trust of Evelyn M. Plant dated August 22, 2000. Mrs. Plant passed away January 1, 2001.

The sole unliquidated asset of the Trust at the time of the controversy herein was a parcel of property called Green Point.

Green Point is approximately 55 acres of magnificent, unique, waterfront property, just east of Port Angeles, on the Strait of Juan de Fuca. It has a river running through it south to north, with a large lagoon that empties into the Strait. The forested property also includes a large, older residence, a guest cottage, and several acres of field and trails.

The property is an ecological wonder, according to Evelyn Plant, which no one disputes, and she wanted it preserved under a Foundation in perpetuity as an "ecological classroom," with tightly controlled access for education regarding ecological issues, dealing with, among other topics: forest, river, beach and sea.

This appeal is solely related to the disposition of Green Point.

Jennifer Linth, along with Jennifer's mother, Carolyn Linth, were friends of the Plants for years. Jennifer was a caretaker for Mrs. Plant in her last months, and in fact Carolyn and Jennifer lived at Green Point in the last year of Mrs. Plant's life. Mrs. Plant wanted Jennifer and Carolyn

to be able to live at Green Point the rest of their lives. Jennifer was the daughter that Evelyn never had. The trial court's opinion expresses the above. I will simply quote from the Court's succinct Memorandum Opinion signed July 27, 2010, filed July 30, 2010:

“There is no doubt that Ms. Plant intended to have Jennifer and Carolyn Linth live on that property for their lifetimes and she wanted the property to be preserved as an environmental classroom for students of all ages and attempted to accomplish those goals through a foundation known as the Green Point Foundation and through the Evelyn Plant Trust and First Amendment to that Trust.” (p. 2 lines 19-24)

The referenced Amendment to the trust was called the First Amendment. The Trust and Amendment had several beneficiaries. Major beneficiaries in the original Trust were Jennifer Linth and CRISTA Ministries, Inc.

The facts surrounding the signing or proper notarization of the First Amendment were at issue, raising the issue as to whether the First Amendment to the Trust was valid. In the Trust, there was a substantial bequest to CRISTA Ministries, Inc. In the First Amendment, CRISTA Ministries, Inc., was “disinherited.”

Litigation ensued, and eventually the parties entered into a Non-Judicial Dipute Resolution Agreement, the NJDRA, which was approved by Court on October 13, 2005, which wholly and completely ignored the

Plants' goals, and it included a provision that Greenpoint be sold and proceeds distributed according to terms in the NJDRA. From the sale proceeds, Jennifer Linth would receive \$600,000; CRISTA Ministries, Inc. would receive \$160,000, and the remainder beneficiaries would divide \$100,000. The remaining proceeds would be distributed according to a formula, and would include additional sums for Jennifer Linth and the minor beneficiaries.

An additional term of the NJDRA was that Jennifer Linth would have the option of purchasing a “carve out” portion, approximately 2.3 acres of land identified on the northeast portion of the property, on which to build a residence so she could live there. It was acknowledged by all that Jennifer Linth had and has an emotional connection to the property and the the memory of the Plants, and her desire to carry on their dream, and this was an important consideration. The purchase price for that parcel would come out of her share of the sale proceeds.

The property was then listed with a local realtor for \$4,000,000.00. There were a few lookers and no offers.

Due to the passing of the Trustee and need for a Successor Trustee, Jennifer Linth moved the Court to name her as Successor Trustee. She was still living on and caring for the property, and the Court granted that

request.

Jennifer Linth, as Trustee of the Evelyn and Franklin Plant Trust, realized that the NJDRA thwarted entirely the goals of the Plants, and filed a Motion to Vacate the Order Approving the NJDRA.

CRISTA Ministries, Inc., responded and opposed the request.

There are other minor beneficiaries, the amount to all totaling \$100,000 should the property sell. They did not participate in the Motions on this matter at the Superior Court level.

The Superior Court dismissed her motion after briefing and argument, (CP 19) and Jennifer Linth, as Trustee of the Trust, filed this appeal.

Argument

1. The Court improperly failed to use its discretion in determining whether to follow the intent of the deceased.

In its Memorandum Opinion, the Court stated that, “There is no doubt that Ms. Plant intended to have Jennifer and Carolyn Linth live on that property for their lifetimes and she wanted the property to be preserved as an environmental classroom for students of all ages and

attempted to accomplish those goals through a foundation known as the Green Point Foundation and through the Evelyn Plant Trust and First Amendment to that Trust.” (p. 2 lines 19-24) The Court also stated that, “It was clear that Ms. Plant did not want that particular organization (CRISTA Ministries, Inc.) to inherit....” (CP 19, page 2, line 41-43)

In spite of those factual findings, the Court allowed the NJDRA to stand, an agreement clearly going against the intent of the deceased. In doing so, the Court failed to use its discretion, and failed to properly apply proper legal priorities to vacate an agreement that clearly does not uphold the intent of the deceased.

In the Matter of the Estate of Charles Lidston, 32 Wn.2d 408, 202

P.2d 259 (1949) is an older case stating clearly a relevant point in this area of the law that has not been changed over the years:

“The fundamental rule, in the construction of wills, is that the intention of the testator is the controlling factor; and it therefore becomes the duty of the court to ascertain, if possible, from the terms of the will itself, the true intent of the testator and give it effect, if legally permissible.....The predominance of this rule above all others, in the construction of wills, has been repeatedly emphasized by the courts in various expressions, as found in the following excerpt taken from 57 Am. Jur. 731, Wills, sec. 1135: 'All rules of construction are designed to ascertain and give effect to the intention of the testator, for the very purpose of the construction of a will is to ascertain such intention. Accordingly, while the courts are bound to have regard to any rules of construction which have been established, it is to be remembered that rules and presumptions relating to the construction of wills are subordinate to

the intention of the testator where that has been ascertained or is ascertainable, and must yield thereto, however crudely or artificially the will may be drawn. Rules of construction have their legitimate function when they are needed to understand the purpose intended to be embodied in the language used in the will. They take hold only where uncertainty commences and let go where it ends, and cannot control or vary the intent or property prevent its execution. The one rule of testamentary construction to which all others are servient and assistant, it has been said, is that the meaning intended by the testator is to be ascertained and given effect in so far as legally possible. The testatorial intention will control any arbitrary rule, however ancient may be its origin, and the various accepted canons of construction serve not so much to restrict or constrain the judicial mind as merely to aid or guide it in the discovery of the intention of the testator'."

As stated in In the Matter of the Estate of E.J. Mell, 40 Wn.App. 359, 698 P.2d 1080 (1985) the Court stated: "When called upon to construe a Will, the paramount duty of the court is to deduce and give effect to the testator's intent."

As pointed out above, it is without question that the intent of the deceased is not being followed.

It is with those legal principals in mind that we view the totality of the events in this matter. The law stated above deals with, among other issues, determining and giving effect to a testator's intent. It is understood that in this case, we are past the determination of what Mrs. Plant's intent was, and are now dealing with the validity of a settlement agreement among various heirs.

I would urge the Court to review this issue in conjunction with the discussion on the coercion issue below, and request that as the Court is weighing whether it even can get to the issue of whether it should be concerned with carrying out the intent of the deceased, it recall the language from the Estate of Lidston, (supra), and determine that when faced with an agreement among heirs as to a distribution scheme, an agreement by the way that the deceased had no part in, it is relevant and even paramount to carry out the deceased's intent.

The Court should not ignore, as the trial court did, other legal principals at play, and feel bound to only enforce an agreement later reached, in violation of a long standing principal addressing the desire to give effect to a testator's intention. The court acknowledged Mrs. Plant's intentions, yet made no weighing or evaluation or comparing of the major tenet of law stated above against the simple assumption that an agreement among parties to thwart that intention should be upheld. And note in this matter that whether there was agreement, or coercion, or whether the terms of the agreement were even capable of performance is highly contested.

Ms. Linth, a single woman, has no interest personally in receiving any sale proceeds, and in her capacity as Trustee is attempting to set aside

the NJDRA as a flawed document, signed based on coercion against herself, insufficient and inaccurate information, mutual mistake of facts, impossibility of performance, and as completely disregarding the wishes of the decedent, Ms. Evelyn Plant. The goal is to get the property transferred to the Franklin and Evelyn Green Point Foundation for use as stated above, as was Mrs. Evelyn Plant's wishes. Ms. Linth may or may not continue on as a caretaker. That issue would be up to the Foundation board and is irrelevant to this action.

The Superior Court Judge made the unchallenged finding that there was no doubt that Mrs. Evelyn Plant in fact did not want CRISTA Ministries, Inc. to inherit anything. (CP 19 page 2 lines 41-43) However, the Court let stand the agreement resulting in just such an outcome.

2. The NJDRA should be voided due to coercion and duress.

Jennifer Linth has presented substantial evidence, some even embarrassing, supporting the fact that she was acting under duress when she signed the NJDRA. The entire context of the matter supports that claim. The agreement was totally inconsistent with her goals and desires, because the NJDRA was inconsistent with Evelyn Plant's goals and desires.

The Court in its Memorandum ruling, (CP 19) 3, lines 38-42)

found that; “There is no question in this court's mind that Jennifer and Carolyn Linth became involved in this “disheartening” process for the sole purpose of exerting their best efforts to carry out the wishes of Evelyn Plant, and not for their own benefit. Jennifer Linth, in the words of her former attorney is a 'very fine, moral and spiritual person'.”

Something doesn't fit. There is a glitch here. If, as the Court found above, Jennifer's “sole purpose” was to carry out the wishes of the deceased, then why didn't she? Because it was not her will at work when that document was signed. Jennifer, age 51 at the time of these events, had no formal education beyond high school. See Jennifer's Declaration, (CP 53 p. 1)

It is important to review the declaration of Brett Keehn, the notary. (CP 52). I applaud Mr. Keehn's vivid honesty in acknowledging what really was going on. I would offer it is rare for a Notary to offer to submit such a statement indicating the questionable validity of a signature. He indicates that in fact Jenny did not actually want to sign the agreement, but felt compelled that she had no choice and had to. Signing something when you feel you have no choice, I would offer, is not actual assent to the agreement. Added, it was Jenny's counsel, who stood to gain hundreds of thousands of dollars, through a lien on the sale proceeds, who was indicating this simply had to be done, telling her she had no choice.

Western Washington Cement Masons Health & Sec. Trust Funds v.

Hillis Homes, Inc., 26 Wn.App. 224, 612 P.2d 436 (1980) indicates that a party to a contract acting under duress renders a contract voidable.

The record is full of Jennifer Linth's protestations as to not wanting to sign the NJDRA, (CP 53 p. 8) but not being sophisticated nor assertive, felt she had to sign. See also, somewhat embarrassing, but telling, is her letter to The White House. (CP 53 attachment) She felt she had no where to turn and was desperate for assistance.

Coercion, per Black's Law Dictionary, "may be actual, direct or positive, as where physical force is used to compel an act against one's will, or implied, legal or constructive, as where one party is constrained by subjugation to another to do what his free will would refuse." Subjugate is defined by the Oxford American Desk Dictionary and Thesaurus as: "bring into submission, subdue, vanquish." (2001 Ed., p. 833) That is an accurate description of the condition of Jennifer Linth during this... "deceitful, brutal ordeal which represents a failure of our legal system." (Quoting Jennifer Linth's letter, as repeated in Judge Verser's Opinion, p. 3, line 32-33).

Her "best efforts," as found by the trial court above, were not enough to withstand the pressure put on her to sign a document the facts indicate she did not want to sign.

Note the coercion and subjugate definitions are subjective. It is the particular person, not an objective reasonable person, we view when we determine if actual coercion occurred. In this case, this claim practically proves itself when we see that the terms of the agreement were so wholly and completely against what Jennifer wanted to have done. Something or someone was essentially taking over her will to the point she felt she had no choice. That “someone” was her attorney who fashioned this entire settlement to result in a sale of the property so he would have proceeds to lien for his fee of in excess of \$300,000. In fact, the final agreement was for Jennifer to get \$600,000, and yes, he did file a lien against her share. *Fait accompli*.

3. Mutual Mistake of Fact, Impossibility of Performance.

As pointed out by the declarations of Craig Miller, (CP 44) local land use attorney and former Clallam County Deputy Prosecutor in the land use section, offered by the moving party (and appellant) as an expert witness in land use issues, the carve out could not legally be accomplished as contemplated by the parties due to zoning and related issues.

A vital and material condition of the NJDRA was that Jenny Linth would have the right to have a carve out parcel to purchase for the purpose

of building a residence on Green Point. That was a basis of the bargain, a condition on which she signed the NJDRA. It turns out that the only credible input on that is that said condition cannot exist if a sale is to happen.

To generally summarize, in spite of arguments to the contrary, the NJDRA still can't be carried out as written per applicable zoning and land use regulations without having to go through unanticipated machinations dealing with reforming the agreement.

As stated in Dykstra v. County of Skagit, 97 Wn.App. 670, 985 P.2d 424 (1999), a person by testamentary disposition can create a substandard lot, however, the right to improve the lot is still governed by all laws and regulations in place regarding lot size, etc, for obtaining a building permit. Jenny will be unable to get a building permit. A basis of the bargain everyone was operating under was that Jenny would get to build on the property and live there. That can't happen per zoning laws.

Regarding these issues, the Court found as follows:

“It may be that there will have to be a reconfiguration of the property as suggested by Mr. Miller. It may be that there will have to be a septic easement granted [on the main parcel to be sold]. It may be that the NDRA will have to be reformed to provide for payment of the expenses necessary to effectuate the permitting of a residence. It may be impossible to build the residence. It may be that the property cannot be sold at any price. However, to declare the NDRA void as suggested by Ms. Linth at

this time when there is no clear and convincing evidence [that those things cannot happen] ... would be premature.” (Memorandum Opinion p. 5 lines 34-44)

The problem with that analysis, in this fact pattern, where all agree an integral part of the deal was that Jennifer Linth be allowed to build, is that once there is a sale, and proceeds distributed, and then if a determination is made as to these issues in the negative, it will be too late to solve, and a major consideration of the deal will be lost. And these points, as raised in the pleadings with the expert witnesses submissions, are not without valid basis. And, if nothing else, there is no evidence supporting the belief, apart from pure hopeful speculation, that the new owner of a trophy property will grant a portion of his / her new estate for a septic easement. The only evidence offered, in addition to common sense, is to the contrary.

Paopao v. DSHS, 145 Wn.App. 40 (2008) states; "A party seeking to rescind an agreement on the basis of mutual mistake must show by clear, cogent and convincing evidence that the mistake was independently made by both parties." Chemical Bank v. Wash. Public Power Supply Sys., 102 Wn.2d 874, 898-99, 691 P.2d 524 (1984). Mutual mistake occurs when the belief is not in accord with the facts. Restatement (Second) of Contracts § 152 (1981). A contract is voidable

for mutual mistake:

- (1) Where a mistake of both parties at the time a contract was made as to a basic assumption
on which the contract was made has a material effect on the agreed exchange of performances, the contract is voidable by the adversely affected party unless he bears the risk of the mistake under the rule stated in sec. 154.
- (2) In determining whether the mistake has a material effect on the agreed exchange of performances, account is taken of any relief by way of reformation, restitution, or otherwise.”

In our case, the unchallenged and even obvious truth is that Jenny Linth's emotional attachment and desire to live at the property for her life was a vital component of the agreement. Money, or other terms, will not adequately solve the situation or fulfill the parties' intent.

Contract rescission is an equitable remedy in which the court attempts to restore the parties to the positions they would have occupied had they not entered into the contract. Hornback v. Wentworth, 132 Wn.App. 504, 513, 132 P.3d 778 (2006), review granted, 158 Wash.2d 1025, 152 P.3d 347 (2007). We review a trial court's decision to rescind a

contract for an abuse of discretion. Hornback, 132 Wn.App. at 513, 132 P.3d 778. A court sitting in equity has broad discretion to shape relief. Hough v. Stockbridge, 150 Wash.2d 234, 236, 76 P.3d 216 (2003). Bloor v. Fritz, 143 Wn.App. 718 (2008).

The parties attempted to resolve their differences via the NJDRA. An accord and satisfaction, like any contract, can be set aside, in whole or in part, for such reasons as mutual mistake, supervening illegality, or frustration of purpose. 1 Am.Jur.2d 812, Actions, § 24 (2005); Teel v. Cascade-Olympic Constr. Co., 68 Wn.2d 718, 720, 415 P.2d 73 (1966).

"Equity may allow avoidance of a contract when both parties independently make a clear bona fide mutual mistake." Pub. Util. Dist. No. 1 of Lewis County v. Wash. Pub. Power Supply Sys., 104 Wn.2d 353, 362, 705 P.2d 1195 (1985).

Del Rosario v. Del Rosario, 132 Wn.App. 261, 68P.3d 911 (2003) discussed a release. It is similar because certain rights are being mutually given up, based on an understanding of the facts, to arrive at a resolution. The court stated that, "Releases are contracts. As such, the general rule is that traditional contract principles apply. Nationwide Mut. Fire Ins. Co. v. Watson, 120 Wn.2d 178, 187, 840 P.2d 851 (1992). "Under contract law, a release is voidable if induced by fraud, misrepresentation or overreaching

or if there is clear and convincing evidence of mutual mistake." Watson, 120 Wash.2d at 187, 840 P.2d 851 (citing) Beaver v. Estate of Harris, 67 Wn.2d 621, 409 P.2d 143 (1965)."

Also see Seattle Professional Engineering Employees Ass'n v. Boeing, 92 Wn. App. 214, 963 P.2d 204 (1998)

"The test for mutuality of mistake as stated in section 152 of the Restatement (Second) of Contracts consists of three parts. First, the mistake must pertain to a basic assumption upon which the contract is made. Second, the mistake must have a material effect on the agreed exchange of performances. Third, the mistake must not be one where the party adversely affected by the mistake bears the risk of loss. Washington has adopted these tests. See Childers v. Alexander, 18 Wn.App. 706, 709, 571 P.2d 591 (1977) (mutual mistake may be applied only where the mistaken fact was the underlying basis of the entire bargain and, when discovered, the essence of the agreement is destroyed). Our Supreme Court has also adopted the Restatement's definition of mistake, which is "a belief not in accord with the facts." Simonson v. Fendell, 101 Wn.2d 88, 91, 675 P.2d 1218 (1984) (citing Restatement (Second) of Contracts § 151 (1981).

"The Restatement recognizes that such mistakes can include a

misunderstanding of the law, since the law in existence at the time of the making of the contract is part of the total state of facts at that time." Halbert v. Forney, 88 Wn.App. 669, 674, 945 P.2d 1137 (1997). at 674, 945 P.2d 1137 (footnote omitted). Here, both sides apparently were mistaken that attendance at orientation was legally classified as work. The plaintiffs argue that this mistake justifies the use of reformation. Yet, reformation is justified only if the parties' intention was identical at the time of the transaction [92 Wn.App. 220] and the written agreement does not express that intention. Childers, 18 Wash.App. at 710, 571 P.2d 591. Courts are not at liberty, under the guise of reformation, to rewrite the parties' agreement and "foist upon the parties a contract they never made." Childers, 18 Wash.App. at 711, 571 P.2d 591

Since all parties were of the belief that Jenny could build on that carve out, and per the law it appears she cannot, without reformation, and that the only way she may be able to is by reforming the agreement, the mutual mistake doctrine indicates this agreement should be vacated.

Also, when an accord is reached, there is a strong presumption that the parties have considered all matters. But how can that be accomplished if there was misrepresentation or failure to disclose all relevant facts?

According to the declaration of Chuck Hazen, (CP 51) local realtor

who had the listing, the “trophy property” that is Green Point will never sell given the type of buyer and the level of price involved if one of the conditions was that the caretaker would be sharing the driveway and building a residence essentially near the edge of the estate's lawn. In fact, there was direct quote from one person who viewed the property, stating that the property simply would not sell if that carve out provision remained. Mr. Hazen, the only expert witness on that issue, concurred.

He indicates that the requirement for the “carve out” binds the property such that it just plain will never sell. The agreement requires a buyer of this multi-million dollar waterfront estate to agree to a former caretaker having an easement on and shared use of the driveway, in addition to said caretaker getting a chunk of property on the edge of the estate on which to build a modest house, including needing to agree to an easement to place a drainfield on the main property. Mr. Hazen, as an experienced realtor, points out the obvious, that no buyer in that category will agree to such terms. His declaration even contains a very specific encounter on that issue with a person who viewed the property. For that additional reason, this agreement won't work and should be vacated.

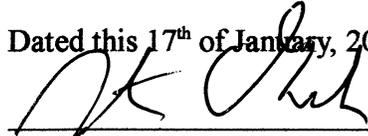
The Court mentioned that, well, just lower the price. The option of lowering the price was already figured into the NJDRA, but the significant

fact that given the caretaker's rights to build and even encroach on the property would render the property virtually unsalable was not challenged in the record, and taking the price down below the "trophy property" range was not within the contemplation of the parties.

4. CONCLUSION

Request is made that the Court of Appeals reverse the Superior Court Order, and vacate the Order Approving the NJDRA, and that the parties be instructed to note up such hearings as may be appropriate.

Dated this 17th of January, 2012.



Steven C. Gish #7882
Attorney for Jennifer Linth, Appellant

12 JAN 23 11:17:09
STATE OF WASHINGTON
BY _____
DEPUTY

IN THE COURT OF APPEALS
DIVISION II
STATE OF WASHINGTON

THE EVELYN M. PLANT TRUST

Appellant,

and

JENNIFER LINTH, CAROLYN LINTH, CRISTA
MINISTRIES, a Washington nonprofit corporation; STATE
OF WASHINGTON, OFFICE OF THE ATTORNEY
GENERAL, HOSPICE OF CLALLAM COUNTY, a
Washington nonprofit corporation; HEALTHY FAMILIES
OF CLALLAM COUNTY, a Washington nonprofit
corporation, OPERATION UPLIFT CANCER SUPPORT, a
Washington nonprofit corporation; WORLD HEALING
CENTER CHURCH, INC., d/b/a/ Benny Hinn Ministries, a
Texas nonprofit corporation; TRINITY BROADCASTING
NETWORK, INC., a California nonprofit corporation; THE
CHRISTIAN BROADCASTING NETWORK, INC., a
Virginia nonprofit corporation; and SAMARITAN'S PURSE,
a North Carolina nonprofit corporation; NORTH OLYMPIC
LAND TRUST,

Respondents.

NO. 41285-3-II

CERTIFICATE OF
SERVICE

I, Steve Gish, certify that at all times hereto I was over the age of 18 years, not a party to the above-named action, and competent to be a witness therein, and that on the 17th day of January, 2012, I mailed one copy of the following documents:

- 1. Certificate of Service of 1-17-2012
- 2. Brief of Appellant

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The above statement is made under penalty of perjury under the laws of the State of Washington, at Arlington, Washington, on the 17th of January, 2012



Steve Gish, WSBA #7882
Attorney for Appellant