

FILED  
Court of Appeals  
Division II  
State of Washington  
1/9/2019 2:52 PM

No. 51992-5-II

COURT OF APPEALS, DIVISION II  
OF THE STATE OF WASHINGTON

---

---

In re Estate of

CAROL L. WOOD,

Deceased.

SUSAN M. GONZALES,

Appellant,

v.

SECURITY STATE BANK, TRUST DEPARTMENT,

Respondent

---

---

ON APPEAL FROM THE  
SUPERIOR COURT OF THE STATE OF WASHINGTON  
FOR LEWIS COUNTY

The Honorable James Lawler, Judge

BRIEF OF RESPONDENT

---

---

Erin R. McCrillis, WSBA No. 54172  
Of Attorneys for Respondent

The Tiller Law Firm  
Corner of Rock and Pine  
P. O. Box 58  
Centralia, WA 98531  
(360) 736-9301

**TABLE OF CONTENTS**

**Table of Authorities** .....iii

**1. ISSUES IN RESPONSE** .....1

**2. COUNTERSTATEMENT OF THE CASE**.....2

**3. ARGUMENT IN RESPONSE** .....3

**3.1. *The trial court correctly held that there is no evidence showing Ms. Wood was presented with the custodial agreement and knew of its terms, thus the default provisions do not apply*** .....3

**3.2. *The trial court was correct to conclude that the evidence does not overcome Ms. Wood’s will and her clear intent to leave the IRA in trust for her son*** .....7

**3.3. *The trial court correctly examined Ms. Wood’s subjective intent and the circumstances surrounding the signing of the contract to conclude that she did not intend, or even know of the default provisions’ applicability*** .....10

**3.4. *Appeal costs should be denied to Appellant and instead should be awarded to Respondent*** .....15

**4. CONCLUSION** .....16

## TABLE OF AUTHORITIES

<u>WASHINGTON CASES</u>	<u>Page</u>
<i>Allen v. Abrahamson,</i> 12 Wn. App. 103, 529 P.2d 469 (1974).....	9
<i>Baker v. Leonard,</i> 120 Wn.2d 538, 843 P.2d 1050 (1993).....	8
<i>Berg v. Hudesman,</i> 115 Wn.2d 657, 801 P.2d 222 (1990).....	11
<i>Bogle &amp; Gates, PLLC v. Zapel,</i> 121 Wn. App., 90 P.3d 703 (2004).....	6
<i>Del Rosario v. Del Rosario,</i> 152 Wn.2d 375, 97 P.3d 11 (2004).....	6
<i>Dwelley v. Chesterfield,</i> 88 Wn.2d 331, 88 P.2d 353 (1977).....	4, 7
<i>In re Estate of Freeberg,</i> 130 Wn. App. 202, 122 P.3d 741 (2005).....	6, 7
<i>In re Estate of Wright,</i> 147 Wn. App. 674, 196 P.3d 1075 (2008).....	7
<i>Eurick v. Pemco Ins. Co.,</i> 108 Wn.2d 338, 738 P.2d 251 (1987).....	11, 13
<i>Francis v. Francis,</i> 89 Wn.2d 511, 573 P.2d 369 (1978).....	8
<i>Harris v. Harris,</i> 60 Wn. App. 389, 804 P.2d 1277 (1991).....	8
<i>Hearst Commc'n., Inc. v. Seattle Times Co.,</i> 154 Wn.2d 493, 115 P.3d 262 (2005).....	12
<i>Hollis v. Garwall, Inc.,</i>	

137 Wn.2d 683, 974 P.2d 836 (1999).....	12
<i>Int'l Marine Underwriters v. ABCD Marine, LLC,</i>	
179 Wn.2d 274, 313 P.3d 395 (2013) .....	11
<i>King v. Rice,</i>	
146 Wn. App. 662, 191 P.3d 946 (2008).....	12
<i>Mattingly v. Palmer Ridge Homes LLC,</i>	
157 Wn. App. 376, 238 P.3d 505 ( 2010).....	14
<i>Pelly v. Panasyuk,</i>	
2 Wn. App. 2d 848, 413 P.3d 619 (2018).....	11
<i>Rainer Nat'l Bank v. McCracken,</i>	
26 Wn.App. 498, 615 P.2d 469 (1980).....	4
<i>Rice v. Life Ins. Co.,</i>	
25 Wn. App. 479, 609 P.2d 1387 (1980).....	9
<i>Schroeder v. Fageol Motors, Inc.,</i>	
86 Wn.3d 256, 544 P.2d 20 (1975).....	13
<i>Torgerson v. One Lincoln, LLC,</i>	
166 Wn.2d 510, 210 P.3d 318 (2009).....	13
<i>Webster v. State Farm Mut. Auto. Ins. Co.,</i>	
54 Wn. App. 492, 774 P.2d 50 (1989).....	6
<i>West v. Gregoire,</i>	
184 Wn. App. 164, 336 P.3d 110 (2014).....	4
<i>Yakima County (W. Valley) Fire Prot. Dist. No. 12. V. City of Yakima,</i>	
122 Wn.2d 371, 858 P.2d 245 (1993).....	13

**WASHINGTON AUTHORITIES**

	<b>Page</b>
RCW 11.11.020(1).....	8
RCW 11.96A.150.....	15, 16

**OTHER AUTHORITIES**

**Page**

Stewart E. Sterk & Melanie B. Leslie,

*Accidental Inheritance: Retirement Accounts and the Hidden Law of Succession,*

89 N.Y.U.L. Rev. 165 (2014) .....8

**RULES**

**Page**

RAP 14.2.....15

RAP 18.1.....15

## **1. ISSUES IN RESPONSE**

1.1 The trial court, based on the evidence presented at the show cause hearing, correctly determined that Carol Wood's (Ms. Wood) Edward Jones IRA account was to be distributed to the estate. The Appellant failed to bring forth evidence that showed Ms. Wood had the opportunity to designate a beneficiary, and she intentionally chose not to do so. Further, Appellant failed to present evidence to show that Ms. Wood was presented the custodial agreement or had any knowledge as to its existence or content.

1.2 The trial court properly construed Ms. Wood's intent and held that Ms. Wood's will and codicil reflected her final wishes. Based on the evidence brought before it, the trial court correctly concluded that nothing proved Ms. Wood intentionally failed to make a beneficiary designation and instead intended the custodian agreement's default provisions to control how her IRA was distributed.

1.3 The trial court was correct to view the circumstances surrounding the contract and conclude that there was no evidence in the record showing the custodial agreement was attached or even presented to Ms. Wood, therefore she was unaware of the default provision's implications.

## 2. COUNTERSTATEMENT OF THE CASE

2.1 Respondent accepts Appellant's statement of the case except as to the following:

Appellant's 4.2 is not accurate. Paragraph 1 of Ms. Wood's Codicil provides for the residue of the estate to be placed in trust for her biological son. (CP at 6-16).

2.2 In addition, the following is presented as a statement of the case:

2.2.1 The Custodial Agreement reads:

This Custodial Agreement is incorporated into and is part of the Individual Retirement Account Authorization Form (collectively "Agreement") signed by me (collectively "the Depositor," "the Client," "me," and "I" and constitutes a binding contract between Edward D. Jones & Co. L.P. (collectively "Edward Jones" and "Custodian") and Me. I represent that I have read and understood the Agreement and agree to be bound by its terms as well as the separate disclosures and notices referenced in and/or provided with this Agreement.

(CP at 47). However, the Custodial Agreement itself was never signed by Ms. Wood. (CP at 47).

2.2.2 The only form signed by Ms. Wood was a "page 1 of 1" document titled "Edward Jones Self-Directed Individual Retirement Account Beneficiary Form." ("Beneficiary Form")(CP at 45-52).

2.2.3 The Beneficiary Form read, "I designate as beneficiary(ies) of this account the individual(s) I have named on this Beneficiary

Designation Form,” yet there are no designated lines or spaces for beneficiaries to be named. (CP at 45-52)

2.2.4 Under Ms. Wood’s signature, the Beneficiary Form incorporates the Custodial Agreement by reference by reading: “no beneficiary designation on file, custodial agreement default applies.” (CP at 45-52). No evidence was presented at the show cause hearing as to when this language might have been added. Report of Proceedings (RP).

2.2.5 The trial court stated:

The issue that I see is how does the Edward D. Jones default provision get attached to [the Beneficiary Form]? When did it attach? Was that somehow approved by Ms. Wood or was it never approved by Ms. Wood? Did she know that was there?

...

Am I focusing in on what the issues are?

(RP) at 9. Counsel for Appellant answered in the affirmative. (RP at 9).

2.2.6. Finally, Edward Jones has remained neutral and has not provided any details about the preparation of the Beneficiary Form or how it was prepared in this case. (RP at 12).

### **3. ARGUMENT IN RESPONSE**

***3.1 The trial court correctly held that there is no evidence showing Ms. Wood was presented with the custodial agreement and knew of its terms, thus the default provisions do not apply.***

Appellant failed her burden to bring forth evidence that proved Ms. Wood was presented with the custodial agreement's default provisions, knew of their implications, and intended for them to apply, despite being in conflict with her Will. The scope of the show cause hearing is limited. The show cause hearing is in the nature of a summary proceeding wherein the trial court makes a threshold determination of whether there is evidence amounting to probable cause to hold a full hearing. In ascertaining the parties' intentions, the trial court must confine itself to the evidence before it. *Dwelley v. Chesterfield*, 88 Wn.2d 331, 335, 88 P.2d 353 (1977). When a party asserts a claim in pleadings, but at trial does not "press" the claim in any way or present evidence to support it, the party abandons that claim. *West v. Gregoire*, 184 Wn. App. 164, 336 P.3d 110 (2014); *See Rainer Nat'l Bank v. McCracken*, 26 Wn. App. 498, 508, 615 P.2d 469 (1980). This means, if no relevant evidence is presented, the party having the burden of proving the mutual intentions has not met its burden, and the relief sought must be denied. *Dwelley*, 88 Wn.2d at 335.

Here, none of the parties objected to the use of a show cause hearing or the issues that were to be decided at it. The purpose of the show cause hearing was clear and the court plainly stated:

the issue...is how does the Edward D. Jones default provision get attached to [the Beneficiary Form]? When did it attach? Was that somehow approved by Ms. Wood or was it ever

approved by Ms. Wood? Did she know that was there?

(RP at 4). Despite agreeing with the court that these were the issues that needed to be answered, Appellant's counsel brought forth zero evidence, zero testimony, zero proof to do so. (RP at 4). Further, neither counsel for Appellant or Edward Jones requested a continuance to present such evidence.

Rather, Appellant's counsel's argument rests on the broad, unsupported assertion that there was simply a signature, therefore "it's assumed Mrs. Wood actually read everything and knew what she was doing, then in this case she purposefully left that document blank as to beneficiaries and because of that the custodian agreement should control." (RP at 11). Not only is this improper law<sup>1</sup>, but there was no evidence presented that proved Ms. Wood purposefully left the Beneficiary Form blank. What did Ms. Wood leave "blank"? The beneficiary form was completely filled out, there were no lines or spaces available for beneficiaries to be named, and the bottom half of the page is blank and simply states, after Ms. Wood's signature, "no beneficiary designation on file, custodial agreement default applies." (CP at 45-52). Attachment A.

Additionally, it cannot be assumed that Ms. Wood read the

---

<sup>1</sup> See Section 3.3, *infra*, regarding Procedural Unconscionability where the law is discussed at length.

custodial agreement, as Appellant's counsel urges. Although parties have a duty to read the contracts they sign, documents incorporated by reference must be at least reasonably available so the essentials of a contract can be discerned by the signer. *Del Rosario v. Del Rosario*, 152 Wn.2d 375, 385, 97 P.3d 11 (2004); *Bogle & Gates, PLLC v. Zapel*, 121 Wn. App. 444, 448-49, 90 P.3d 703 (2004); *see also, Webster v. State Farm Mut. Auto. Ins. Co.*, 54 Wn. App. 492, 497-98, 774 P.2d 50 (1989).

Here, it cannot be presumed that Ms. Wood read the custodial agreement. The Beneficiary Form incorporates by reference the custodial agreement. Therefore, the custodial agreement must have actually been presented to Ms. Wood. The show cause hearing was Appellant's opportunity to present evidence to prove so. For example, the Edward Jones agent who worked with Ms. Wood on this account could have testified as to whether or not the custodial agreement's default provisions were given to Ms. Wood or even discussed with Ms. Wood.<sup>2</sup> However, Appellant's counsel failed to present such evidence.

To rule that Ms. Wood intended the default provisions to apply

---

<sup>2</sup> When evaluating the circumstances surrounding beneficiary designations, or changes to beneficiary designations, after the account holder has passed away, courts will hear testimony from the agent or custodian who worked with the deceased to open the account. *In re Estate of Freeberg*, 130 Wn. App. 202, 122 P.3d 741 (2005) (because the decedent orally indicated a request to change his beneficiary, went to Edward Jones where he funded his IRA to change the beneficiary, and an employee testified to this, the court held that these circumstances supported the finding that the decedent substantially complied with the requirements to change the beneficiary).

without any evidence that Ms. Wood even had the opportunity to read the default provisions, or that she was presented with the proper paperwork to designate a beneficiary, would be to speculate as to her intentions. This would result in enforcing a contract that does not reflect the parties' true intentions at the time they entered into the contract. *See Dwelley*, 88 Wn.2d at 335. This is why the trial court correctly weighed the evidence before it and held that there was not sufficient evidence to prove Ms. Wood knew intended, or even knew of, the default provisions applicability.

***3.2. The trial court was correct to conclude that the evidence does not overcome Ms. Wood's will and her clear intent to leave the IRA in trust for her son.***

Ms. Wood's "estate plan is clear from looking at her will and her codicil that her intent was, that [the IRA account] be included in her estate." (RP at 9). In estate proceedings, the Appellate Court's review is limited to determining whether the findings are supported by substantial evidence in the record, and if so, whether the conclusions of law are supported by those findings. *In re Estate of Freeberg*, 130 Wn. App. at 122.

Further, in Washington, with respect to a will, the paramount function of the courts is to carry out the testator's intent. *In re Estate of Wright*, 147 Wn. App. 674, 680, 196 P.3d 1075 (2008). Therefore, a

change in beneficiary of nonprobate assets will not be honored if it is contrary to the decedent's intent or an overarching public policy directive. *See Baker v. Leonard*, 120 Wn.2d 538, 548, 843 P.2d 1050 (1993) (courts impose constructive trust where evidence established the decedent's intent that the legal title holder was not the intended beneficiary); *Francis v. Francis*, 89 Wn.2d 511, 573 P.2d 369 (1978); *Harris v. Harris*, 60 Wn. App. 389, 804 P.2d 1277 (1991).

The current law governing the distribution of retirement account assets has created a significant volume of litigation due to the fact that when the account holder has not made an effective beneficiary designation, the default provisions apply. Stewart E. Sterk & Melanie B. Leslie, *Accidental Inheritance: Retirement Accounts and the Hidden Law of Succession*, 89 N.Y.U.L. Rev. 165, 176 (2014). The default provisions however, are not always set forth on the beneficiary designation form, but are located somewhere in the plans documents that few accountholders will ever see. *Id.*

RCW 11.11.020(1) provides that "...upon the death of an owner the owner's interest is any nonprobate asset specifically referred to in the owner's will, belongs to the testamentary beneficiary named to receive the nonprobate asset, notwithstanding the rights of any beneficiary designated before the date of the will." However, this often generates conflict when

circumstances arise where the account holder may neglect to change the beneficiary designation or attempts to name a beneficiary using a will or divorce decree. *Sterk & Leslie, supra* at 176.

When such circumstances are present, the distribution of assets according to default provisions ultimately result in disturbance to the account holders final intent. Therefore, courts rely upon equitable doctrines to ensure accounts are distributed according to the decedent's actual intent. *Rice v. Life Ins. Co.*, 25 Wn. App. 479, 482, 609 P.2d 1387 (1980); *Allen v. Abrahamson*, 12 Wn. App. 103, 105, 529 P.2d 469 (1974).

One commonly applied equitable doctrine is the doctrine of substantial compliance. Substantial compliance, when applied to IRAs, requires that the account holder has manifested an intent to change beneficiaries and has done everything reasonably possible to make that change. *Allen*, 12 Wn. App. at 105.

Although the facts in this case do not precisely mirror those facts in substantial compliance cases, the theory behind the doctrine is present. In substantial compliance cases, the equitable doctrine becomes "necessary for the purposes of demonstrating the high degree of certainty that the deceased unequivocally desired to make that change, and that he did not some time thereafter abandon his purpose by failing to take affirmative steps to carry out his intent." *Id.* at 105. In *Allen*, this Court

stated, “we believe that the interests of predictability and stability in determining the beneficiary’s interest under an insurance policy are matters of overriding importance, and are best served by the requirement of substantial compliance with the formalities of the insurance contract.” *Id.* at 107.

Here, Ms. Wood’s intent was clear within the “four corners” of her will. Ms. Wood specifically named her Edward Jones accounts and left the residue of her estate (which included the Edward Jones accounts) in trust for her son. (CP at 6-16). This clearly shows that if Ms. Wood had the opportunity to designate a beneficiary on her IRA, and knew the consequences of not doing so, she would have named her estate as beneficiary to her IRA.

Because Appellant’s counsel had the opportunity to present evidence that proved differently, but failed to do so, the trial court correctly held that Ms. Wood’s will “clearly showed intent to leave assets to her son.” (RP at 9).

***3.3. The trial court correctly examined Ms. Wood’s subjective intent and the circumstances surrounding the signing of the contract to conclude that she did not intend, or even know of the default provisions’ applicability.***

To ignore the surrounding circumstances and not question the manner in which the contract was entered into would go against this

Court's duty to ascertain the mutual intent of the parties at the time they executed the contract. *Int'l Marine Underwriters v. ABCD Marine, LLC*, 179 Wn.2d 274, 282, 313 P.3d 395 (2013). The Supreme Court of Washington stated that the goal in applying the rules of construction in contract interpretation is to give effect to the intentions of the parties with practical and reasonable results. *Eurick v. Pemco Ins. Co.*, 108 Wn.2d 338, 738 P.2d 251 (1987). To determine the parties' intent, Washington courts will apply the context rule, which focuses on the actual, objective evidence of mutual assent, rather than merely the written expression of the agreement. *Pelly v. Panasyuk*, 2 Wn. App. 2d 848, 413 P.3d 619 (2018) (trial court properly considered extrinsic evidence to determine intent of parties at time of contracting).

Under the context rule, courts may consider extrinsic evidence concerning 1) the subject matter and objective of the contract, (2) the circumstances surrounding the making of the contract (3) subsequent conduct of the parties to the contract, (4) the reasonableness of the parties' respective interpretations, (5) statements made by the parties in preliminary negotiations, (6) usages of trade, and (7) the course of dealing between the parties. *Berg v. Hudesman*, 115 Wn.2d 657, 666-68, 801 P.2d 222 (1990). Extrinsic evidence is not admissible to show "a party's unilateral or subjective intent as to the meaning of a contract word or

term”; to show an intent “independent of the instrument”; or to “vary, contradict, or modify the written word,” *Hollis v. Garwall, Inc.*, 137 Wn.2d 683, 974 P.2d 836 (1999).

Here, Appellant’s counsel argues that it was incorrect for the trial court to “glean” the subjective intent of Ms. Wood from her will and codicil because this was against the rules of an objective manifestation theory of contracts that apply to interpreting IRA’s or any other contract. (Brief of Appellant at 13). Although Washington also follows the objective manifestation theory of contract interpretation, our Supreme Court states, “we generally give words in a contract their ordinary, usual, and popular meaning *unless* the entirety of the agreement clearly demonstrates a contrary intent.” *Hearst Commc’ns, Inc. v. Seattle Times Co.*, 154 Wn.2d 493, 503, 115 P.3d 262 (2005). In *King v. Rice*, Division One also reiterated, “extrinsic evidence may be considered regardless of whether the contract terms are ambiguous.” *King v. Rice*, 146 Wn. App. 662, 671, 191 P.3d 946 (2008).

Respondent is not arguing that there was ambiguity within the contract itself. Rather, Respondent is arguing that there is no evidence showing Ms. Wood was even given the opportunity to read the custodial agreement at all. The circumstances surrounding the entering into this contract do not show that Ms. Wood was properly presented with a

beneficiary form that allowed her to designate her estate as beneficiary, and further, that Ms. Wood was not aware of the content of the custodial agreement. To ignore these circumstances surrounding the entering into this contract, would be to ignore Ms. Wood's will and her final intent, which would disrupt this Court's duties to ascertain and give effect to the parties intent with practical and reasonable results. *Eurick*, 108 Wn.2d at 338.

Additionally, enforcing the default provisions without evidence in the record that shows Ms. Wood was ever presented with the custodial agreement would be procedurally unconscionable. Procedural unconscionability "relates to impropriety during the process of forming a contract" and refers to "blatant unfairness in the bargaining process and a lack of meaningful choice." *Schroeder v. Fageol Motors, Inc.*, 86 Wn.3d 256, 260, 544 P.2d 20 (1975); *Torgerson v. One Lincoln, LLC*, 166 Wn.2d 510, 210 P.3d 318 (2009).

Further, procedural unconscionability is determined in light of the totality of the circumstances, including (1) the manner in which the parties entered into the contract, (2) whether the parties had a reasonable opportunity to understand the terms, and (3) whether the terms were "hidden in a maze of fine print." *Torgerson*, 166 Wn.2d at 518-19 (quoting *Yakima County (W. Valley) Fire Prot. Dist. No. 12. V. City of*

*Yakima*, 122 Wn.2d 371, 391, 858 P.2d 245 (1993))

For example, in *Mattingly v. Palmer Ridge Homes LLC*, the contract signers did not receive a sample copy of the booklet referred to in the contract to review before signing the enrollment application. *Mattingly v. Palmer Ridge Homes LLC*, 157 Wn. App. 376, 512, 238 P.3d 505 (2010). Nothing in the record showed that the signers had any knowledge of the booklet's content, and they stated that they did not receive a copy of the booklet before they occupied the home. *Id.* at 513. This Court held that the circumstances surrounding the contract's formation was procedurally unconscionable and the contractor could not force the warranty limitations against the signers. *Id.*

Here, similar to the circumstances in *Mattingly*, where there was no evidence in the record that showed the signers had a reasonable opportunity to understand the terms contained within the booklet, Appellant has brought forth no evidence that Ms. Wood read, or even had knowledge of, the default provisions. The custodial agreement was incorporated by reference, yet there is no record that Ms. Wood was presented with the custodial agreement. There is no evidence that the custodial agreement was attached to the Beneficiary Form, or that Ms. Wood had any access to the custodial agreement, or whether it even existed in paper form rather than electronic digital form.

Therefore, the trial court properly examined Ms. Wood's Will, the surrounding circumstances, the intentions of the parties, and the evidence in the record to determine that Ms. Wood's intent was in direct conflict with the custodial agreement's default provisions. Thus, the trial court correctly held that it was Ms. Wood's intent to leave all of her Edward Jones accounts in trust for her son.

***3.4. Appeal costs should be denied to Appellant and instead should be award to Respondent.***

Even if Appellant prevails in this appeal, she is not entitled to attorney fees. Under RAP 14.2, RAP 18.1 and RCW 11.96A.150, this Court should award attorneys' fees and cost to Respondent.

Under RAP 14.2, "A commissioner or clerk of the appellate court will award costs to the party that substantially prevails on review, unless the appellate court directs otherwise in its decision terminating review." Additionally, under RAP 18.1, the Court may award fees and costs as provided by applicable law. Further, under RCW 11.96A.150, the Court in its discretion may award attorneys' fees and costs.

Here, this Court should affirm the lower court's ruling, leaving Respondent as the substantially prevailing party, not the Appellant. Respondent has incurred attorneys' fees and costs in responding to Appellant's claims, thus it would be equitable to award such fees and costs

to it under RAP 14.2, RAP 18.1, and RCW 11.96A.150. Therefore, this Court should decline to award attorneys' fees to Appellant and instead should award fees and costs to Respondent.

#### **4. CONCLUSION**

For the reasons contained in this brief, Respondent respectfully requests the Court to affirm the lower court's decision, and order that the IRA to be distributed to the estate.

DATED: January 9, 2019.

Respectfully submitted,

THE TILLER LAW FIRM

  
ERIN R. M<sup>C</sup>CRILLIS-WSBA 54172  
Of Attorneys for Respondent

**CERTIFICATE OF SERVICE**

The undersigned certifies that on January 9, 2019, that this Appellant's Opening Brief was sent by the JIS electronic service, email and by U.S. mail, postage prepaid, to the following:

Mr. Drew Mazzeo  
Bauer Pitman Snyder Huff  
Lifetime Legal, PLLC  
1235 4<sup>th</sup> Ave E #200  
Olympia, WA 98506  
(9360) 754-1976  
dpm@lifetime.legal

Keesal Younh & Logan  
Molly Henry  
Attorney for Edward Jones  
1301 5<sup>th</sup> Avenue, Suit 3100  
Seattle, WA 98101  
[molly.henry@kyl.com](mailto:molly.henry@kyl.com)

Christopher Craig Vandenberg  
Vandenberg Law  
409 S. Market Blvd.  
Chehalis, WA 98532-3043  
[vandenberglaw@gmail.com](mailto:vandenberglaw@gmail.com)

Jeffrey Gonzales  
1108 N. Alder Street, Apt. No. 3  
Ellensburg, WA 98926

Alicia Shego  
6048 SE Pennsylvania Street SE  
Lacey, WA 98513

Redd Wood  
39768 Clements Way  
Murrieta, CA 92563

Sarah Wood  
39768 Clements Way  
Murrieta, CA 92563

Benjamin Wood  
39768 Clements Way  
Murrieta, CA 92563

This statement is certified to be true and correct under penalty of perjury of the laws of the State of Washington. Signed at Centralia, Washington on January 9, 2019.

DATED: January 9, 2019.

THE TILLER LAW FIRM



ERIN R. M<sup>C</sup>CRILLIS – WSBA #54172  
Of Attorneys for Respondent

ATTACHMENT A



**THE TILLER LAW FIRM**

**January 09, 2019 - 2:52 PM**

**Transmittal Information**

**Filed with Court:** Court of Appeals Division II  
**Appellate Court Case Number:** 51992-5  
**Appellate Court Case Title:** In re the Estate of Carol L. Wood  
**Superior Court Case Number:** 17-4-00366-8

**The following documents have been uploaded:**

- 519925\_Briefs\_20190109144800D2188717\_6843.pdf  
This File Contains:  
Briefs - Respondents Reply  
*The Original File Name was 20190109144411900.pdf*

**A copy of the uploaded files will be sent to:**

- dpm@lifetime.legal
- igor.stadnik@kyl.com
- ltiller@tillerlaw.com
- marcee.stone-vekich@kyl.com
- molly.henry@kyl.com
- stacias@lifetime.legal
- vandenberglaw@gmail.com

**Comments:**

---

Sender Name: Becca Leigh - Email: bleigh@tillerlaw.com

**Filing on Behalf of:** Erin Mccrillis - Email: erin.mccrillis@gmail.com (Alternate Email: bleigh@tillerlaw.com)

Address:  
PO Box 58  
Centralia, WA, 98531  
Phone: (360) 736-9301

**Note: The Filing Id is 20190109144800D2188717**