No. 102076-7

SUPREME COURT
OF THE STATE OF WASHINGTON

CHRISTOPHER P. WILLIAMS,

Respondent,

v.

GARRET SCHIREMAN, in his individual capacity, and as executor for THE ESTATE OF LOREN E. SCHIREMAN,

Petitioners.

ANSWER TO PETITION FOR REVIEW

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TABLE OF CONTENTS

TABLE OF AUTHORITIES

Page

Table of Cases

State Cases

State Rules

Other Authorities

A. INTRODUCTION

This legal malpractice action involves Christopher Williams' ("Williams") representation of his former client, Garret Schireman ("Schireman"), in Schireman's individual capacity and his role as the personal representative of the Loren E. Schireman Estate. Schireman seeks review of Division I's unpublished opinion, without any reference to the review criteria of RAP 13.4(b). Moreover, Schireman's petition for review mischaracterizes the record below and simply refuses to accept this Court's clear precedent that this case should never have been submitted to a jury and should have been dismissed as a matter of law.

Division I's thoughtful opinion correctly applied this Court's controlling precedent on causation in a legal malpractice action. Division I correctly ruled that the interpretation of a premarital agreement ("PM"), a contract, is an issue of law for a court, not a factual question for a jury, in a legal malpractice action. Williams properly preserved this issue for appellate

review.

Further, the judge in the underlying Trusts and Estates Dispute Resolution Act ("TEDRA"), RCW 11.96A, action, the Honorable George N. Bowden, of the Snohomish County Superior Court, interpreted the PM as a matter of law in a fashion contrary to Schireman's position, believing the PM contract was "clear and unambiguous," in his words. Finding no issue of fact, he made his decision as a matter of law. Schireman did not appeal that decision and instead sued Williams. Division I agreed with Judge Bowden's analysis of the PM, requiring dismissal of Schireman's malpractice action against Williams.

This Court should deny review. RAP 13.4(b).

B. RESPONSE TO STATEMENT OF THE CASE

Division I's unpublished opinion accurately sets forth in detail the facts and procedure herein, op. at 2-10, as Schireman begrudgingly acknowledges. Pet. at 5. ("The facts in the Division One opinion are mostly correct …"). Nevertheless, Schireman offers added "facts" that are inaccurate and are often

irrelevant, designed primarily to obfuscate the issues or to attack Williams. Those "facts" involve argument in a statement of the case contrary to RAP 10.3(a)(5). The Court should disregard them.

The central factual issue in this case is the proper characterization and disposition of a house (the Cambridge house) that Schireman's father, Loren, decided to build with Alice Forrester before Loren and Alice were married. Loren and Alice entered into the PM noted *supra*. CP 165-85. *See* Appendix. Loren provided in his will that all community property as defined in the will would be given to Alice. CP 187-96. *See* Appendix. Loren predeceased Alice.

Schireman's misrepresentation of a number of key facts below, however, bear a response by Williams. He complains that Williams committed malpractice (breached his duty to his client, the Estate) because he allegedly failed to put the case into mediation and then inadequately responded to a motion by Alice Forrester, his father Loren's wife, in the TEDRA action on the

PM's interpretation. Pet. at 8. In advancing that argument, he fails to concede that Williams' reply asked Judge Bowden for mediation, Ex. 5; nor does he reference the contents of the motion for reconsideration on the PM's interpretation that advanced extensive arguments on the PM's interpretation. Ex. 8. Thus, Schireman did not breach any duty as to the presentation of those issues. Rather, the TEDRA court did not find them compelling where the PM was unambiguous. Ex. 11.[1]

Schireman also neglects to reference Judge Bowden's ruling in the TEDRA action *rejecting* those arguments because the PM was *unambiguous* and contrary to Schireman's analysis:

> The property located at 18112 Cambridge Drive, Arlington, Washington is community property as defined by the Premarital Agreement entered into between the Petitioner and the Decedent;
>
> The Decedent's Will makes clear that all Community property is given, devised bequeathed to the petitioner.

[1] Schireman fails to note that the reconsideration was partially successful as to the treatment of a $35,000 promissory note Loren gave to Alice. Ex. 11.

CP 126.[2]

Nor does Schireman reference the fact that the Estate *never appealed* the Bowden ruling; Williams sent a letter to Schireman confirming Schireman's decision not to appeal. Op. at 6; CP 1047.[3] Instead, Schireman discharged Williams, CP 1047, and then sued him for professional negligence instead. CP 2001-07.

But duty and breach were not the central focus of the proceedings below; proximate cause was. At issue was the so-called "case within a case" aspect of causation that is the focus of legal malpractice actions.

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[2] The Clerk's minute entry also stated: "It is clear that the surviving spouse is entitled to the [Cambridge house] and the promissory note stands on its own," and "The court notes that the intent of the testator is clear and unambiguous. The Court sees no need for a trial and to burden the heirs when their claim is so tenuous." CP 160.

[3] The trial court excluded any evidence pertaining to Schireman's decision not to appeal the Bowden decision, thereby depriving the jury of that important mitigating fact. RP 687-88, 710.

Schireman hopes to suggest in his petition that Williams somehow "waived" the right to insist that causation here was for the court and not the jury. Pet. at 8-12. But merely filing a jury demand as Williams did, a common defense move, was not a "waiver" of that legal argument any more than, say, a jury demand does not waive a legal issue presented on summary judgment, for example.[4] Moreover, nothing in this Court's *Daugert* decision suggests that even where a court decides causation, the court must decide other tort elements like breach or damages. Submitting a jury demand was not at odds with Williams' defense below because a jury, not the court, must decide breach and damages, if any.

Similarly, Schireman misrepresents the record when he claims that the trial court "twice offered to decide proximate cause." Pet. at 9 n.3. In addition to the fact that this Court should

[4] Schireman cites no authority for this extreme proposition, and, presumably, there is none. *DeHeer v. Seattle Post-Intelligencer*, 60 Wn.2d 122, 126, 372 P.2d 193 (1962).

disregard an argument proffered only in a footnote, *Norcon Builders, LLC v. GMP Homes VG, LLC*, 161 Wn. App. 474, 497, 254 P.3d 835 (2011), a review of Schireman's Court of Appeals brief, (which has the alleged basis for his footnote), reveals that the trial court never squarely offered to decide causation. The judge addressed the testimony of Williams' expert witness on breach, RP 649-56, and on Schireman's expert witness's use of demonstrative evidence. RP 964-70.

What Schireman cannot deny, pet. at 10-12, however, is that Williams argued a CR 12(h) motion before the trial, arguing that causation was for the court, not a jury. RP 712-29. The court denied it. RP 724-29. Similarly, Williams argued a CR 50(a) motion asking the court to decide causation. RP 231-47. The court denied it as well. RP 244-47.

At trial, Schireman proposed Instruction 9, *see* Appendix, that called upon the jury to second guess Judge Bowden on the PM's interpretation by having the jury decide what a "reasonable judge" would have ruled as to the PM. CP 252. Over Williams'

objection, RP 564-66, the trial court gave that instruction. All of the argument by Schireman in his petition at 12-14, does detract from the fact that Williams objected to the instruction. Given the trial court's denial of his CR 50(a) motion, Williams had no choice but to propose a causation instruction for the jury. Offering an instruction after the trial court's adverse ruling on an issue does not waive the error as to the trial court's initial decision. *Kaplan v. Northwestern Mut. Life Ins. Co.*, 115 Wn. App. 791, 804 n.6, 65 P.3d 16 (2003), *review denied*, 151 Wn.2d 1037 (2004) ("…having lost the summary judgment motion, Kaplan was entitled to request the most favorable instructions available to him based on the trial court's view of the applicable law.").[5] That instruction was a modified version of the WPI proximate cause instruction. WPI 107.07. CP 267. When Schireman claims that Williams "agreed" or "stipulated" below

[5] Schireman's waiver argument would illegitimately hamstring parties who experienced an adverse trial court pre-trial legal ruling.

to Instruction 9, pet. at 14, that is untrue. While Williams' counsel concluded that Instruction 9 contains the *Brust* language, RP 488, even Schireman's counsel noted that "counsel has leaned heavily on the idea that the jury needs to get into the mind of Judge Bowden. *Id*. Williams' objection to Instruction 9, far from being a "stipulation" that it should be given was crystal clear:

> I've already excepted to the providing their number -- their *Daugert* instruction, which I believe is now number 9. I am concerned about the last sentence specifically in that instruction because it tells the jury that they are to substitute their opinion as to what a reasonable judge would do, and I believe it's improper to both ask the jury to speculate about what a judge would do, and the experts were not permitted to discuss what a reasonable judge would do. So I except to that.

RP 565-66.

C. ARGUMENT

(1) Division I Correctly Applied This Court's *Daugert* Decision

The *prima facie* elements of a legal malpractice action are clear in Washington law. The plaintiff must prove (1) the

existence of an attorney-client relationship giving rise to a duty of care on the part of the lawyer; (2) an act or omission breaching that duty of care; (3) damage to the client; and (4) the breach of duty must have been a proximate cause of the damage to the client. *Spencer v. Badgley Mullins Turner, PLLC*, 6 Wn. App. 2d 762, 777, 432 P.3d 821 (2018), *review denied*, 193 Wn.2d 1006 (2019).

When the plaintiff alleges that an attorney erred during litigation, the plaintiff must prove causation through a "trial within a trial," *Daugert v. Pappas* 104 Wn.2d 254, 257, 704 P.2d 600 (1983); *Kommavongsa v. Haskell*, 149 Wn.2d 288, 300, 67 P.3d 1068 (2003); *Aubin v. Barton*, 123 Wn. App. 592, 608, 98 P.3d 126 (2004), showing that the client's case was lost or damaged by the attorney's alleged negligence. *Shepard Ambulance, Inc. v. Helsell, Fetterman, Martin, Todd & Hokanson*, 95 Wn. App. 231, 235, 974 P.2d 1275 (1999), *review denied*, 140 Wn.2d 1007 (2007). In other words, the plaintiff must prove that the client would have fared better "but for" the

attorney's mishandling of the claim. *Id.* at 236.

While the "trial within a trial" is usually for the jury, this Court has held that the issue is for the court where resolution of questions of law are necessary to determine whether a plaintiff would have fared better but for the alleged negligence are required. *Daugert, supra* (failure to timely file petition for review to Supreme Court); *Brust v. Newton*, 70 Wn. App. 286, 852 P.2d 1092 (1993), *review denied*, 123 Wn.2d 1010 (1994) (negligence in drafting a prenuptial agreement was a question of fact for the jury); *Nielson v. Eisenhower & Carlson*, 100 Wn. App. 584, 594, 999 P.2d 42, *review denied*, 141 Wn.2d 1016 (2000) (reaffirming the distinction in *Brust* between fact questions in legal malpractice action that are for the jury and questions of law requiring legal expertise that are for the court; legal effect of settlement for lesser amount due to concerns regarding reversal on appeal was for the court). This exception to the "trial within a trial" includes cases involving conduct that purportedly violates the Rules of Professional Conduct, which is a question of law in

Washington. *Arden v. Forsberg & Umlauf, P.S.*, 189 Wn. 2d 315, 323, 402 P.3d 245 (2017).

Schireman contends that *Daugert's* treatment of the "trial within a trial" aspect of the causation element of a legal malpractice claim is somehow unclear. Pet. at 14-19. But that is not true. The line of demarcation is clear - Questions of fact are for the jury; questions of law on whether a plaintiff would have fared better but for the attorney's alleged negligence are for the court. A jury cannot make a legal decision, as this Court ruled in *Daugert*. *Id.* Courts, not juries, must decide legal questions because while jurors properly engage in their constitutional fact finding role, courts are better equipped to resolve legal issues. *Brust*, 70 Wn. App. at 290-91 ("questions of whether an appellate court would have granted review and, if so, whether its ruling would have been favorable to the appellant, necessarily involved analysis of the relevant law and the RAP, the proximate cause issue in that case required special expertise and was *therefore a question of law for the court*."). *Nielson*, 100 Wn. App. at 594;

Lavigne v. Chase, Haskell, Hayes & Kalamon, P.S., 112 Wn. App. 677, 683, 50 P.3d 306 (2002).

Indeed, the cases cited by Schireman for his assertion that courts allegedly have difficulty applying *Daugert*, pet. at 14-19, demonstrate that Washington courts have no such trouble.[6] In fact, Schireman acknowledges that all three divisions of the Court of Appeals fully appreciated that in legal malpractice

[6] Schireman improperly cites unpublished opinions in *Taylor v. Goddard*, 113 Wn. App. 1039, 2002 WL 31058539 (2002), *review denied*, 149 Wn.2d 1011 (2003), and *Hager v. Law Offices of Bruce W. Hilyer P.S.*, 123 Wn. App. 1011, 2004 WL 1988086 (2004), *review denied*, 154 Wn.2d 1017 (2005). Pet. at 15-16. *See* GR 14.1(a). But those cases demonstrate no difficulty on the part of Division I in understanding the difference between a question of fact for the jury and a question of law for the court. The same is true as to *Rabbage v. Lorella*, 5 Wn. App. 2d 289, 426 P.3d 768 (2018) (judge's decision to vacate dissolution decree is question that required legal analysis). Nor was Division III confused by this rule in *Slack v. Luke*, 192 Wn. App. 909, 370 P.3d 49 (2016) (dismissal of a WLAD claim for insufficiency of evidence was for court). Division II correctly applied the distinction in *Hipple v. McFadden*, 161 Wn. App. 550, 255 P.3d 730, *review denied*, 172 Wn.2d 1009 (2011) as to the statute of limitations precisely because the application of the statute of limitations is a fact question in Washington.

actions legal issues are for the court, while factual matters are for the jury to analyze. Pet. at 15-18.

Schireman's comment, pet. at 18-19, that *Daugert* has prompted unpublished opinions is true, but for a reason he fails to appreciate. Unpublished opinions are often the result where the Court of Appeals is applying clear-cut legal principles to a set of facts. That is exactly what Division I's opinion here represents.

Ultimately, the distinction made by this Court in *Daugert* only makes sense. Juries are not equipped to decide legal issues like the interpretation of a contract or the significance of a notice of appeal, as in *Daugert*. In effect, Schireman wanted a jury to decide if Judge Bowden got the interpretation of the PM correct. Here, the jury was left to their own devices to determine the consequences of whether Schireman's contractual interpretation, including his esoteric "asset" theory was correct (it is not) and the effect that would have had as a matter of law on Judge Bowden's characterization of the Cambridge house. Such purely

legal questions *require* legal knowledge and expertise to answer. An expert at trial cannot "train" the jury to answer these questions;[7] rather, they must be reserved for the court with its legal training and experience.

The central question at issue in this case involves pure questions of law that require specific legal expertise to address. *Brust*, 70 Wn. App. at 291-92; *Daugert*, 104 Wn.2d at 258-59. Schireman nowhere disputes that the interpretation of the PM, a contract, was a legal question for the court. Nor could he. First, the characterization of property as community or separate property is a *question of law*. Op. at 13 (citing *Matter of Marriage of Watanabe*, 199 Wn.2d 342, 348-49, 506 P.3d 630 (2022)): "The characterization of property is reviewed de novo as a question of law." Further, contract interpretation is generally a *question of law*. Op. at 14. *See also*, *Int'l Marine Underwriters*

[7] The risks of expecting an expert to "educate" the jury on these questions was a factor in this case where Schireman presented the jury with short and misleading excerpts from case opinions and non-authoritative sources. CP 204; RP 106-07.

v. ABCD Marine, LLC, 179 Wn.2d 274, 282, 313 P.3d 395 (2013) ("Contract interpretation is a matter of law"). Finally, interpretation of a will is a *question of law.* Op. at 13 (citing *In re Estate of Little*, 9 Wn. App. 2d 262, 275, 444 P.3d 23 (2019)). *See also, In Estate of Ellstrom v. Ellstrom-Bauer*, 9 Wn. App. 2d 1020, 2019 WL 2423343 (2019) at *2 ("The interpretation of a will or trust instrument is a question of law that we review de novo."). The PM's interpretation and the ultimate characterization of the Cambridge house are questions of law upon which Schireman's lawsuit hinged, as Division I observed. Op. at 13-14.

Illustrative of the problematic nature of Schireman's argument that a jury could decide the legal questions at stake in this case was Instruction 9. Instruction 9 erroneously instructed the jury to not only decide proximate cause but also "decide what a reasonable judge would have done but for the Defendant's negligence." CP 262. Instruction 9 was error because it was misleading and prejudicial to Williams, and contrary to well-

established principles in Washington law. *Anfinson v. FedEx Ground Package Sys., Inc.*, 174 Wn.2d 851, 860, 281 P.3d 289 (2012); *see also, Spencer*, 6 Wn. App. 2d at 787–88. Instruction 9 misstated the law, relying on Schireman's flatly erroneous treatment of language from *Brust*. Pet. at 13-14. In general terms, instructions based on language from a case are often suspect. *Turner v. City of Tacoma*, 72 Wn.2d 1029, 1034, 435 P.2d 927 (1967) ("That we may have used certain language in an opinion does not mean that it can properly be incorporated into a jury instruction."). That is clearly true here. Division I's statement in *Brust* that in a malpractice action "the jury's task is to determine what a reasonable judge or fact finder would have done," 70 Wn. App. at 293, when viewed in the opinion's context, was meant to convey that for purposes of the "trial within a trial," a jury decides the case on the merits sans the malpractice committed by the lawyer that affected the judge's or jury's decision *as the fact finder*. Indeed, the citation for the court's statement is to *Daugert* and its parenthetical for the

citation to *Daugert* was "the second trier of fact is asked to decide what a reasonable fact finder would have done."

In any event, juries should not be second-guessing trial court legal rulings, deciding what a "reasonable judge" would have done. If Schireman was aggrieved by Judge Bowden's legal analysis of the PM, he should have appealed, but did not. Division I correctly rejected the basis for Instruction 9. Op. at 15.

Finally, Schireman offers a baseless series of "observations" about *Daugert*, as applied here, and a "solution." Pet. at 19-23.[8] Schireman's "musings" are perhaps fodder for a law review opinion piece, but do not address the criteria of RAP 13.4(b). Division I's opinion was fully consistent with *Daugert* and Court of Appeals opinions applying it. Review is not merited.

(2) Williams Appropriately Preserved the *Daugert* Issue for Division I's Review

[8] For example, Schireman's scattershot petition even seems to argue for the adoption of the federal *Daubert* test for the admission of expert testimony. Pet. at 22-23.

Schireman attempts to argue that Williams somehow did not preserve the issue of whether the interpretation of the PM was a legal issue for the court as his second issue for this Court. Pet. at 2. Not only is such an argument not the basis for this Court's review under RAP 13.4(b), it is flatly *false*, as Division I itself observed. Op. at 11.

This Court has provided a liberal standard for error preservation. In the context of the necessary objection under CR 51(f) to preserve an instructional error for review, for example, this Court has held that the touchstone for such error preservation is that the trial court is apprised of the potential error and it is thereby afforded the opportunity to remedy that potential error. *Washburn v. City of Federal Way*, 178 Wn.2d 732, 746-47, 310 P.3d 1275 (2013). There is little question here that the trial court was fully apprised of the potential error of submitting causation to the jury, or that it had the opportunity to avoid the error it then committed.

As noted *supra*, Williams filed a CR 12(h) motion prior to

trial that raised the question of whether the jury could decide an issue of law.[9] Williams also argued a CR 50 motion. RP 231-47. The latter was the basis for Division I's review. Op. at 11. Williams objected to Instruction 9. RP 564-66.

Schireman's false implication that Williams did not raise the *Daugert* issue below or "manipulated" the process is not a basis for review under RAP 13.4(b), and should be rejected by this Court in any event as simply wrong on those facts.

(3) Division I Correctly Ruled that Schireman's Interpretation of the PM Was Simply Wrong

Missing from Schireman's petition is any analysis of Division I's interpretation of the PM, an analysis concurring with that of Judge Bowden. Op. at 13-17. Because Judge Bowden and Division I were correct that the PM unambiguously made the

[9] Division I expressed its displeasure with the CR 12(h) motion as a belated CR 12(b)(6) motion. Op at 11 n.7. There is no doubt, though, that the issue was surfaced pre-trial by that motion, and clearly after Schireman rested by Williams' CR 50(a) motion, and when the jury was instructed in Williams' objections to Instruction 9.

Cambridge House community property that Loren conveyed to Alice by his will, Schireman could not prove that any alleged negligence by Williams was a proximate cause of any harm to him personally or to Loren's Estate.

Below, Schireman offered an elaborate interpretation of the PM's language, based on the last antecedent rule[10] and his expert's "assets" theory, that he now seemingly abandons. *See, e.g.*, br. of resp't at 30-45.[11] That interpretation defied the express

[10] The last antecedent rule is widely questioned or ignored as a doctrine of interpretation. *State v. Bunker*, 169 Wn.2d 571, 578, 238 P.3d 487 (2010) (refusing to apply the last antecedent rule); *City of Spokane v. County of Spokane*, 158 Wn.2d 661, 673, 146 P.3d 893 (2006). *Matter of Marriage of Cardwell*, 16 Wn. App. 2d 90, 99-100, 479 P.3d 1188 (2021) (stating Washington courts have "question[ed] [the rule's] validity."); *PeaceHealth St. Joseph Medical Center v. Department of Revenue*, 196 Wn.2d 1, 10, 468 P.3d 1056 (2020) (this Court opted to ignore applying the last antecedent rule in the course of statutory interpretation).

[11] That "assets" theory provides that where a party has a promissory note from a deceased spouse regarding a loan they provided to the decedent, the loan somehow morphs into a "community asset." Schireman's expert, Duncan Connelly, had not encountered this novel theory. RP 983-84. Williams' well-qualified expert described the theory as making "no sense." RP

and unambiguous terms of the PM, as both Judge Bowden and Division I determined.

When two senior retired adults with separate property and grown children from prior marriages get married, they often ensure that their children receive whatever assets they wish to bestow upon them at their demise, and that their surviving spouse receive whatever assets they wish that person to receive. The PM

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399. In any event, the attorney judgment rule forecloses a malpractice claim; that rule forecloses a malpractice claim if an attorney appropriately employs her/his judgment on trial tactics. An attorney need not present a novel theory. *Halvorsen v. Ferguson*, 46 Wn. App. 708, 721-22, 735 P.2d 675 (1986), *review denied*, 108 Wn.2d 1008 (1987), (court upheld the dismissal of a legal malpractice claim where the plaintiff's expert opinion was predicated on the prior counsel failing to raise a novel theory); *Griswold v. Kilpatrick*, 107 Wn. App. 757, 760, 27 P.3d 246 (2001) (upholding dismissal where plaintiff offered "speculative and conclusory" expert witness testimony); *Clark County Fire Dist. No. 5 v. Bullivant Houser Bailey P.C.*, 180 Wn. App. 689, 701-04, 324 P.3d 743, *review denied*, 181 Wn.2d 1008 (2014) (adopts attorney judgment rule); *Dang v. Floyd, Pflueger, & Ringer, P.S.*, 24 Wn. App. 2d 145, 518 P.3d 671 (2022), *review denied*, 200 Wn.2d 1032 (2023) (in upholding summary judgment for attorney, court discusses attorney judgment rule and causation). And, again, Williams presented the essence of this argument to Judge Bowden, Ex. 8, who did not adopt it.

here made provision for the disposition of the Cambridge house under either of two scenarios – one in which Loren and Alice married and one in which they did not. CP 171-72.[12] The work started on the house before they married. They needed to agree on its status and did so in the PM. It was entirely logical that where Alice and Loren married, the Cambridge house they built together would become community property upon that marriage, and if either of them had been required to pay more than the other, the loan would be secured by a promissory note to be paid at their demise from their separate property. That's what the PM here did.

Division I's opinion, echoing Judge Bowden's analysis, unambiguously provided that the Cambridge house was community property under the PM and was conveyed to Alice. Op. at 15-17.

[12] "In the event of the parties' marriage, this asset [the Cambridge house] thereafter will be considered to be a community asset." CP 172.

Schireman failed to show with clear and convincing evidence that the correct characterization of the Cambridge house was as Loren's separate property. *In re Marriage of Mueller*, 140 Wn. App. 498, 504, 167 P.3d 568 (2007). But of course, even if he could make a legitimate argument to that effect under the PM, his remedy was to appeal, not sue his lawyer because Judge Bowden allegedly "got it wrong." Review is not merited. RAP 13.4(b).

D. CONCLUSION

Division I's unpublished opinion correctly applied this Court's precedent that this case should have been summarily dismissed before trial because *legal* issues were at issue. Division I correctly resolved the legal issue–the interpretation of the PM–as had Judge Bowden.

Because Schireman fails to present any basis under RAP 13.4(b) for review, this Court should deny review, upholding Division I's reversal of the judgment. Costs on appeal should be awarded to Williams.

This document contains 4,419 words, excluding the parts of the document exempted from the word count by RAP 18.17.

DATED this 22nd day of June, 2023.

Respectfully submitted,

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APPENDIX

Instruction 9:

If a jury finds an attorney negligent in a legal malpractice case, that jury must also decide whether the client would have fared better but for the attorney's negligence. In this case, if you find the defendant was negligent you must also decide what a reasonable judge would have done but for the Defendant's negligence.

CP 252.

PREMARITAL AGREEMENT

of

ALICE FORRISTER
and
LOREN E. SCHIREMAN

THIS PREMARITAL AGREEMENT, executed in duplicate, is made this date between ALICE FORRISTER ("ALICE") AND LOREN E. SCHIREMAN ("LOREN").

RECITALS

A. ALICE is a resident of the State of Washington. She was born on March 12, 1936.

B. LOREN is a resident of the State of Washington. He was born on January 24, 1934.

C. ALICE has three (3) adult children who do not reside with her, and two (2) children who are deceased, one (1) of which is survived by two (2) children.

LOREN has three (3) adult children who do not reside with him.

D. Both parties are in general good health.

E. ALICE and LOREN plan to marry in the near future.

F. The parties have been residing together since August of 1996 and, as a result thereof, have grown to know the circumstances of the other party, including financial circumstances.

G. ALICE was married to ESTES SAMUEL FORRISTER, deceased.

LOREN was married to CHARLENE SCHIREMAN, deceased.

COPY

AF LS

H. ALICE owns assets, and owes debts, described as reasonable approximations valued as of the 5th of December, 1997 on Schedule "1." The descriptions are brief, and the values are approximate.

I. LOREN owns assets, and owes debts, described as reasonable approximations valued as of the 2 of Sept 1997 on Schedule "2." The descriptions are brief, and the values are approximate.

J. LOREN has been legally represented for purposes of negotiations and execution of this Premarital Agreement by attorney FRANK WILSON of BIGSBY & WILLSON who has executed an Attorney Certification attached as Exhibit "B."

K. ALICE has been legally represented for purposes of negotiations and execution of this Premarital Agreement by attorney STEVEN D. UBERTI of BELL & INGRAM who has executed an Attorney Certification attached as Exhibit "C."

L. No other form of agreement that would affect the rights of ALICE and LOREN to enter into or perform pursuant to this Agreement exists to the best of either parties' knowledge, including without limitation, reciprocal wills, community property agreements, status of property agreements, insurance policies, trusts, powers of attorney or decree of dissolution of marriage or legal separation.

AGREEMENT

ALICE and LOREN agree as follows:

I. SEPARATE PROPERTY AND DEBT

A. Separate property is defined in this Premarital Agreement as follows:

1. All property - real, personal or mixed - owned in whole or in part by ALICE or LOREN on the date of marriage, including but not necessarily limited to property identified on Schedules "1" and "2."

2. All property received by way of bequest, devise, gift or inheritance by ALICE or LOREN at any time, and from any source unless specifically identified to be community property in writing by the source.

3. All income, dividends, interest, all appreciation, all proceeds (including by sale or through insurance) and all profits earned by or derived from separate property at any time.

4. All compensation, income, pay, remuneration, rents, salaries, profits and wages earned by ALICE during the marriage of the parties.

5. All compensation, income, pay, remuneration, rents, salaries, profits and wages earned by LOREN during the marriage of the parties.

B. Each party conveys, gives, relinquishes, renounces, transfers and waives any and all interest that party may have, or may hereafter acquire by any means, in the separate property of the other party, as defined in this Premarital Agreement.

C. Each party agrees that he and she shall make no attempt to assert any right to any benefit, nor accept the benefits of any such assertion, from the present or future separate property of the other party.

D. Each party shall have the sole and exclusive management rights and responsibilities over the parties' separate property.

E. ALICE and LOREN each hereby waive, discharge and release any right, title or interest whatsoever that he or she may acquire in the separate property of the other at any time after this Premarital Agreement is made by reason of their marriage.

F. Neither party will obligate the separate property belonging to the other party in any manner whatsoever.

G. Unless otherwise provided, it is expressly agreed that each party waives any claim he or she might otherwise have to any of the other party's property, arising out of the period preceding the parties' marriage, whether such claim be based upon express or implied partnership, joint venture, constructive or resulting trust, co-tenancy, express or implied contract, lien, quantum meruit, unjust enrichment, contribution of services or funds or property, or as otherwise.

H. Each party does, in particular, disclaim any interest, present or perspective, in any trust or policies of life insurance, or the proceeds thereof, heretofore issued or hereafter to be issued upon the life of the other, the beneficiaries of which are the respective children of such insured, whether or not during the marriage of the parties the premiums are paid with community funds, or otherwise.

I. Each party shall be solely responsible for providing for the health, support, maintenance or education, of any of his or her respective children, solely from his or her separate earnings or separate property, and no such obligation shall be that of the other party, of the marital community or paid from the community earnings or from community property.

J. Neither party's separate property shall be liable for the nursing home, home care, nursing, dental or medical bills, if any, of the other party.

II. COMMUNITY PROPERTY AND DEBT

The provisions of 3(A) notwithstanding, ALICE and LOREN agree to create a joint bank account or accounts specifically for the purpose of paying family necessities, funding normal living expenses and for acquiring such real or personal property as they may from time to time mutually agree is to be owned and enjoyed as community property, if any. Absent written agreement to the contrary, each party shall contribute equally in order to pay for their shared living expenses. Furthermore, absent future written agreement, all contributions to this specific account shall be deemed to be community property. The joint account shall be a survivorship account. All funds in the account shall pass to the surviving spouse upon the demise of either party. All assets/property acquired from the joint account shall be deemed to be community property.

III. POSTMARITAL EARNED INCOME

Although neither party is presently employed nor contemplate employment in the near future, during the existence of the marital community of the parties, all wages, salaries or remuneration for services or labor (collectively, "salary") earned by either party shall be the separate property of the party receiving the same.

All retirement, pension, profit sharing or social security income as a result of the parties' respective past or future employment is deemed to be the separate property of each respective party to this Agreement who earned the same.

IV. FLEETWOOD PROWLER TRAVEL TRAILER

It is acknowledged and recognized by the parties that they have jointly entered into an agreement to purchase a Fleetwood Prowler travel trailer approximately 39' x 12'. In that regard, title is held jointly with a right of survivorship and the purchase itself is being financed through a loan with Frontier Bank, on which both parties have signed as obligors. The principal amount of the loan was $14,920.05, payable pursuant to 48 monthly installments of $378.36 each. It is the intent of the parties that the trailer and the underlying indebtedness associated therewith be considered a joint venture, with each party having a one-half (1/2) interest therein and being responsible for payment of one-half (1/2) of the underlying obligation, together with equal responsibility for payment of all cost of maintenance, insurance, repair and licensing associated therewith. To the extent one of the parties fails to make contribution consistent with his/her share of the underlying obligations, the party who is not delinquent may elect to have the trailer sold and the proceeds split or, in the alternative, make the contribution on behalf of the noncontributing party and thereafter it shall be considered to be a non-interest-bearing loan owed by the noncontributing party to the contributing party. In the event of the parties' marriage, this asset thereafter will be considered to be a community asset. To the extent that one party has contributed (or does contribute) disproportionately to the purchase of the trailer, the party who has made a greater contribution shall be entitled to a constructive lien against the community interest in such asset of the other party to the extent of the outstanding non-interest-bearing loan.

Both parties acknowledge that they actively participated in the decision to purchase the subject travel trailer and the financing of the same.

V. CONSTRUCTION OF RESIDENCE

At the time of execution of this Agreement, the parties are actively involved in a joint venture relative to the purchase and construction of a residence at 18112 Cambridge Drive, Arlington, Washington. In that regard, both parties acknowledge that they have actively participated in the decision to purchase the subject lot and the pursuit of construction of a residence thereon. The parties received a Deed to the subject lot, legally described as: Lot 24, Block 1 Gleneagle Sector IV-D, as per plat recorded in Volume 63 of Plats, Page 113-116, Snohomish County, Washington, in the name of Loren Schireman, a single person, and Alice M. Forrister, a single person. The same was financed by Frontier Bank pursuant to a Promissory Note in the principal sum of $72,025, dated August 27, 1997, under loan number 3229-403633, and executed by Alice M. Forrister and Loren Schireman, with said Note being secured by a Deed of Trust against the subject lot. Further, the parties have entered into a contract for construction with Jacobsen Homes, Inc., for the construction of a single-family residence thereon, which has also been financed through a Frontier Bank construction loan signed only by Alice Forrister and secured by her separate property, consisting of three separate $50,000 certificates of deposit.

It is presently contemplated that the overall project will cost approximately $300,000. Both parties acknowledge they have actively participated in the decision to purchase the subject lot and pursue the construction of a residence thereon, and they desire that such lot acquisition and construction be considered a joint venture of the parties, wherein each party does in fact have a one-half (1/2) interest therein and a one-half (1/2) obligation associated therewith. To the extent one of the parties fails to make contributions consistent with his/her share of the underlying obligation, the party who is not delinquent may make the contribution on behalf of

the noncontributing party and thereafter it shall be considered to be a non-interest-bearing loan owed by the noncontributing party to the contributing party. In the event of the parties' marriage, this asset thereafter will be considered to be a community asset. To the extent that one party has contributed (or does contribute) disproportionately to the purchase and construction of the residence, the party who has made a greater contribution shall be entitled to a constructive lien against the community interest in such asset of the other party to the extent of the outstanding non-interest-bearing loan.

In the event of the death of one of the parties, the other party shall have the right to use, occupy and reside thereon for a period of up to one (1) year from the date of death of the other party. Under such circumstances, the surviving party shall be obligated to keep current any existing assessments, taxes, and insurance associated with the property and maintain the premises in a condition consistent with the condition of the property at the time of the other party's death. Furthermore, during the one (1) year period following the death, the surviving party shall have a right to purchase the deceased party's interest in the subject property by tendering to the heirs, successors, assigns or estate of the surviving party an amount equal to one-half (1/2) of the then fair market value of the property, subject to adjustment as necessary as it relates to any outstanding non-interest-bearing loan owed by one party to the other as the result of any disproportionate contribution.

In the event of a marriage and the subsequent event of a divorce, dissolution of marriage, legal separation, declaration of invalidity of marriage, or any other proceeding or action affecting the status of the parties' marriage, the parties shall be obligated to place the property for sale at its fair market value, and each party shall be entitled to one-half (1/2) of the net proceeds from such sale, subject to adjustment as necessary as it relates to any outstanding non-interest-bearing loan owed by one to the other as the result of any disproportionate contribution.

VI. TAXES

Any federal, state or local income tax resulting from the income, gain or other taxable event with respect to the separate property of a party or such party's separate property earnings shall be the responsibility of that party. The parties shall file separate returns unless they mutually agree to file a joint return with the advice of a tax professional. It shall also be the intent, even with the filing of a joint return, that ultimate responsibility for payment of taxes,

payment for fees associated with the preparation of taxes or the allocation of a return would be consistent with the proposition that each party should pay with their separate funds separate liabilities they create and share any return or refund consistent with proportionate generation of the same.

VII. SEPARATE PROPERTY CONTRIBUTIONS

Unless specifically agreed otherwise, if any separate property of one party is invested in the other party's separate property or their community property, such investments shall be deemed to be a gift. Should community property be consumed through living expenses, neither party shall have any right to an offset or lien against separate property for community property consumed. If either party contributes time, services or labor to the other party's separate property, the contributing party hereby waives any separate or community property lien in or interest with respect to such property (or any other separate or community property right) that might otherwise arise by reason of such contribution.

If a party contributes time, services or labor to such party's own separate property, the non-contributing party waives any separate or community property lien in or interest with respect to such property (or any other separate or community property right) that might otherwise arise by virtue of such contribution.

VIII. PROCEEDS AFFECTING STATUS OF MARRIAGE

A. In the event of a divorce, dissolution of marriage, legal separation, declaration of invalidity of marriage or any other proceeding or action affecting the status of the parties' marriage, neither party shall assert, nor accept, any interest in the separate property of the other.

B. In the event either party petitions any court for a divorce, dissolution, declaration of invalidity, legal separation or for any other remedy affecting the status of the parties' marriage, at any time, the parties' community property and debts shall be divided and distributed fifty/fifty (50/50) unless a particular asset is specifically addressed otherwise herein, or by subsequent written agreement.

C. Each party waives all right to assert any claims for maintenance or alimony against the other party.

IX. TERMINATION OF MARRIAGE BY DEATH

A. In the event of the death of either party, the other shall neither assert nor accept any benefit from or interest in the separate property of the deceased party, or in the deceased party's share of the community property, except to the extent that the deceased party has made provision for the surviving party in the deceased party's last will and testament, through insurance or other contract, or, in the event the deceased party dies without a will, to the extent that the laws of intestate succession provide for such benefit or interest.

B. ALICE or LOREN each hereby waive, discharge, release and relinquish homestead, dower, courtesy, family maintenance and homestead rights in the other's separate property that might otherwise arise in the event of the death of one of them.

X. TRANSFER BETWEEN SPOUSES

Either party may transfer, convey, devise or bequeath any real property or mixed property to the other. Neither party intends by this Agreement to limit or restrict in any way the right to receive any such transfer, conveyance, devise or bequest expressly made by the other and evidenced in writing.

XI. INJUNCTION AND SPECIFIC PERFORMANCE

The parties each acknowledge that it would be extremely difficult to measure damages resulting from a default in or breach of the obligations undertaken pursuant to this Agreement. Therefore, it is agreed that the non-defaulting party, in addition to any other available rights or remedies, may bring a cause of action in equity to enjoin any breach of this Agreement and/or to obtain a decree of specific performance. In the event such a suit in equity is initiated, the party who is defending expressly waives the defense that a remedy in damages would be adequate.

XII. INDEPENDENT COUNSEL

A. LOREN warrants to ALICE and to any court requested to construe or enforce this Premarital Agreement: LOREN has been represented in the negotiations for and in the preparation of this Agreement by independent counsel, to wit: FRANK WILLSON, Attorney at Law. LOREN has read this Agreement in the presence of counsel, had its contents fully explained by counsel and is fully aware of the contents of this Agreement and of the legal effects of the contents of this Agreement.

B. ALICE warrants to LOREN and to any court requested to construe or enforce this Premarital Agreement: ALICE has been represented in the negotiations for and in the preparation of this Agreement by independent counsel, to wit: STEVEN D. UBERTI, Attorney at Law. ALICE has read this Agreement in the presence of counsel, had its contents fully explained by counsel and is fully aware of the contents of this Agreement and of the legal effects of the contents of this Agreement.

C. The parties' attorneys shall be required to execute an Attorney's Certificate as attached hereto as Exhibits "B" and "C."

D. Because each party is represented by counsel, this Agreement shall not be construed against the drafting party in the event of disputes regarding interpretation or ambiguity.

XIII. FAIRNESS

ALICE represents and warrants to LOREN, and LOREN represents and warrants to ALICE, and each party represents and warrants to any court hereafter requested to construe or enforce any part of the Premarital Agreement, that the recitals of fact set forth above are true and correct and that the parties accept the terms and conditions of the Agreement as fair and reasonable as of the date of its execution.

XIV. FREE AND VOLUNTARY EXECUTION

LOREN warrants to ALICE, and ALICE warrants to LOREN, and each party warrants to any court requested to construe, review or enforce any part of this Premarital Agreement, that each party is making this Agreement of his and her own free will and volition, that there has been no coercion, force, pressure or undue influence employed by or against him and her in negotiations leading to the execution of this Premarital Agreement, or by any other person or persons, and each declares that no reliance whatsoever has been placed upon any representations or promises other than those expressly set forth in the Agreement.

XV. KNOWLEDGE OF EFFECT OF PREMARITAL AGREEMENT

Both parties acknowledge that they have been advised that the execution and application of this Premarital Agreement has the practical effect to alter what otherwise may be their respective rights, as defined under the laws of the State of Washington, with respect to acquisition or ownership of property, concepts of commingling, disposition of property upon

death, homestead rights and rights relative to any dissolution or termination of marriage and the like.

XVI. ACKNOWLEDGEMENT OF RIGHT TO ACCESS FINANCIAL INFORMATION

The parties acknowledge that they have been informed by the other party that any financial information they may request may be made available to the other party and his or her financial consultants for review. In that regard, it is expressly acknowledged that ALICE has expressed availability for LOREN or LOREN's representatives the opportunity to inspect her federal income tax returns for the past three (3) years, various contract documents as they relate to real property or contract collections as referenced in her Financial Summary Statement No. 1, and further has offered to LOREN and his representatives the opportunity to meet with her accountants, Goff, Bishop & Geddes, to discuss her financial affairs. In that regard, LOREN acknowledges that he has elected to exercise those opportunities to view, review and consult relative to ALICE's financial affairs to the extent he has deemed fit.

It is expressly acknowledged that LOREN has expressed availability for ALICE or ALICE's representatives the opportunity to inspect his federal income tax returns for the past three (3) years, various contract documents as they relate to real property or contract collections as referenced in his Financial Summary Statement No. 2, and further has offered to ALICE and her representatives the opportunity to meet to discuss his financial affairs. In that regard, ALICE acknowledges that she has elected to exercise those opportunities to view, review and consult relative to LOREN's financial affairs to the extent she has deemed fit.

XVII. FUTURE REVIEW AND EXECUTION OF DOCUMENTS

A. Each party warrants that he and she understands that this Premarital Agreement will have a substantial impact upon the preparation, force and effect of documents they will be called upon to execute in the future, specifically including, but not at all limited to, conveyances of real property and estate planning documents.

B. Each party agrees to periodically review the contents of this Premarital Agreement and to provide a copy of this document, together with all modifications hereto and all further documents executed in accordance with this Agreement, to any advisor called upon to assist in the preparation of any future document which may be impacted by the contents of this Premarital Agreement.

C. Each party covenants and agrees that, without further consideration of any kind, each shall execute any and all papers, deeds, applications, security agreements, bills of sale, assignments, transfers, waivers or relinquishments of interest, and any other instruments which may be necessary to completely and effectually carry out the terms of the Premarital Agreement.

XVIII. CAPTIONS AND HEARINGS

The headings and captions in this Premarital Agreement are for convenience only, and such captions and headings shall neither add to, nor detract from, the substantive provisions set forth in this document.

XIX. CONTROLLING LAW

This Premarital Agreement shall be construed and enforced according to the laws of the State of Washington, even if the parties move to a non-community property state.

XXI. MODIFICATION

This Premarital Agreement may be modified, amended or rescinded at any time during the marriage by, and only by, a written document executed by both parties with the same formality with which this instrument was originally executed.

XXII. ENTIRE AGREEMENT

This Premarital Agreement embodies the entire Agreement between the parties. There are no agreements, promises or warranties between the parties other than those expressed herein.

XXIII. FEES AND COSTS

In the event either party commences any proceeding to enforce all or any part of this Agreement, the prevailing party shall be awarded reasonable attorneys' and experts' fees, and all costs, whether or not taxable, incurred in any such proceeding.

XXIV. ENFORCEABILITY

In the event any severable portion or aspect of this Agreement is found to be unenforceable by a court of competent jurisdiction, only that portion of the Agreement shall be disregarded with the remaining contract provisions to be fully enforceable.

DATED this 15 day of December, 1997.

Alice Forrister
ALICE FORRISTER

Loren E. Schireman
LOREN E. SCHIREMAN

STATE OF WASHINGTON)
) ss.
COUNTY OF SNOHOMISH)

On this day personally appeared before me **ALICE FORRISTER**, to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged that she signed the same as her free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal this 15th day of December, 1997.

STEVEN D. UBERTI NOTARY PUBLIC STATE OF WASHINGTON COMMISSION EXPIRES NOVEMBER 9, 2000

Signature of Notary Public
Title: Attorney
Appt. Exp.: 11/9/2000

STATE OF WASHINGTON)
) ss.
COUNTY OF SNOHOMISH)

On this day personally appeared before me **LOREN E. SCHIREMAN**, to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged that he signed the same as his free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal this 12 day of December, 1997.

FRANK WILLSON NOTARY PUBLIC STATE OF WASHINGTON COMMISSION EXPIRES 1-15-99

Signature of Notary Public
Title: Atty
Appt. Exp.: 1/15/99

ATTORNEY'S CERTIFICATE

The undersigned certifies as follows:

1. He is an attorney at law, duly licensed and admitted to practice in the State of Washington.

2. He has been employed by LOREN E. SCHIREMAN, one of the parties to the foregoing Agreement.

3. He has advised and consulted with LOREN E. SCHIREMAN in connection with his property and support rights and has fully explained to him the legal effect of the foregoing Agreement and the effect that it has upon any property or support rights or obligations he would otherwise obtain or be liable for as a matter of law.

4. LOREN E. SCHIREMAN, after being fully advised by the undersigned, has stated that he fully understood the legal effect of the foregoing Agreement and would execute the same freely and voluntarily.

DATED this 12 day of December, 1997.

BIGSBY & WILLSON

By _____
FRANK WILLSON, WSBA #5863

ATTORNEY'S CERTIFICATE

The undersigned certifies as follows:

1. He is an attorney at law, duly licensed and admitted to practice in the State of Washington.

2. He has been employed by ALICE FORRISTER, one of the parties to the foregoing Agreement.

3. He has advised and consulted with ALICE FORRISTER in connection with his property and support rights and has fully explained to her the legal effect of the foregoing Agreement and the effect that it has upon any property or support rights or obligations she would otherwise obtain or be liable for as a matter of law.

4. ALICE FORRISTER, after being fully advised by the undersigned, has stated that she fully understood the legal effect of the foregoing Agreement and would execute the same freely and voluntarily.

DATED this 15th day of December, 1997.

BELL & INGRAM, P.S.

By _____
STEVEN D. UBERTI, WSBA #6671

ALICE M. FORRISTER

PERSONAL ASSETS AT December 05, 1997

ASSETS:

CASH IN BANK			25,000.00
REAL ESTATE:			
25' RAILROAD RIGHT/OF/WAY		253209-2-020-0006	500.00
ARLINGTON RESIDENCE		8092 000 034 0002	175,000.00
DARRINGTON FARM		173209 2 001 0009	250,000.00
DARRINGTON FARM		083209 3 016 0001	150,000.00
FOREST ESTATES:			
	LOT 4	6964 000 004 0007	30,000.00
	LOT 6	6964 000 006 0005	27,000.00
	LOT 7	6964 000 007 0004	30,000.00
FORRISTER ADDITION:			
	LOT 10	7127 000 010 0001	30,000.00
	LOT 11	7127 000 011 0000	30,000.00
	LOT 26	7127 000 026 0003	30,000.00
	LOT 27	7127 000 027 0002	30,000.00
	LOT 29	7127 000 029 0000	30,000.00
	LOT 30	7127 000 030 0007	30,000.00
	LOT 31	7127 000 031 0006	30,000.00
	LOT 32	7127 000 032 0005	30,000.00
NORTH BEND PROPERTY		1323087 9020 07	4,000,000.00
ARIZONA CONDO			120,000.00
FARM MOBILE HOME			10,000.00
VEHICLES			
1987 FORD MINIVAN MOTORHOME			15,000.00
1988 MERCEDES 560 SL			27,000.00
1995 CADILLAC DEVILLE			25,000.00
1997 CADILLAC - LEASE			43,000.00
CONTRACTS RECEIVABLE			250,000.00
TOTAL ASSETS			5,417,500.00

Dollars reflect market value not assessed value.

LIABILITIES:

ARLINGTON RESIDENCE	125,000.00	
TOTAL LIABILITIES	125,000.00	
ALICE FORRISTER, CAPITAL	5,292,500.00	
TOTAL LIABILITIES PLUS CAPITAL		$5,417,500.00

ALICE M. FORRISTER

MONTHLY INCOME:

NORTH BEND LOGYARD RENTAL	$6,800.00
SOCIAL SECURITY	782.00
ALLESTAD REAL ESTATE CONTRACT	1,689.71
CABE REAL ESTATE CONTRACT	250.00
JONES REAL ESTATE CONTRACT	477.45
TOTAL MONTHLY INCOME	$9,999.16

SUPPLEMENT TO PERSONAL ASSETS
OF
ALICE FORRISTER

As of December 5, 1997

Please note Alice also has a one-half (1/2) interest and obligation in the travel trailer referenced within the Premarital Agreement, as well as an interest in the new residence construction located at 18112 Cambridge Drive, Arlington, Washington, and in which three (3) of Alice's separate property Certificates of Deposit in the sum of $50,000 each are being held by the bank as pledged collateral relative to the loan.

PERSONAL ASSETS OF LOREN SCHIREMAN
AS OF SEPTEMBER 2, 1997

1.	GTE Savings Plan	$ 108,650
2.	Waterhouse Securities	$ 185,820
3.	Jackson Life	$ 103,075
4.	Frontier Bank CDs	$ 52,294
5.	Composite Group of Funds	$ 30,454
6.	Northwest Telco - Checking	$ 10,000
7.	Northwest Telco - Savings	$ 2,600
8.	Residence:	$ 135,000
	9529 - 24th Avenue SE Everett, Washington	
9.	1997 Chevrolet Pick Up Truck 4 x 4	$ 20,000
10.	1992 Pontiac Gran Prix	$ 5,000
11.	1/2 Interest in Fleetwood Prowler TT	$ 26,000
TOTAL:		**$ 678,893**

MONTHLY INCOME OF LOREN SCHIREMAN
AS OF SEPTEMBER 2, 1997

1.	Social Security	$ 985
2.	Waterhouse Securities/Jackson Life	$ 2,000
TOTAL:		**$ 2,985**

16 4 01200 31

Last Will and Testament

OF

LOREN SCHIREMAN

I, **LOREN SCHIREMAN**, residing at Arlington, Snohomish County, Washington, do make, publish and declare this my Last Will and Testament, hereby revoking all Wills and Codicils previously made by me.

I. FAMILY

I declare that the members of my immediate family are as follows:

A. I am a widower, my wife, CHARLENE SCHIREMAN, predeceased this Will. I make this Will in contemplation of my upcoming marriage to ALICE FORRISTER.

B. My daughter, CHERYL LYNN HILL, an adult;

C. My son, GARRET LOREN SCHIREMAN, an adult; and

D. My daughter, JUDI KIM SCHIREMAN, an adult.

No other children have ever been born to or adopted by me. I have no deceased children.

Except as provided below, I make no provision in this Will for any child who survives me, whether named herein or hereafter born to or adopted by me, nor for the descendants of any child who does not survive me.

II. DEBTS

I direct and order that all just debts for which proper claims are filed against my estate and the expenses of my last illness or funeral, be paid by my personal representative as soon after my

death as is practicable; provided, however, that this direction shall not authorize any creditor to require payment of any debts or obligation prior to its normal maturity in due course.

III. PERSONAL REPRESENTATIVE

I nominate and appoint as the personal representative of this my Last Will and Testament, each to act without bond, those persons listed below in the order listed. In the event a former nominee is for any reason unable or unwilling to act as personal representative hereof, I nominate and appoint the next nominee in the order listed. Each personal representative is to serve without bond.

A. First Nominee - My daughter, CHERYL LYNN HILL; or

B. First Alternate - My brother, DUANE SCHIREMAN.

IV. NON-INTERVENTION OF COURT

I further direct that my estate be settled without the intervention of any court, except to the extent required by law, and that my personal representative settle my estate in such manner as shall seem best and most convenient to her or him, and I hereby empower my personal representative to mortgage, lease, sell, exchange and convey the personal and real property of my estate without an order of court for that purpose and without notice, approval or confirmation and in all other respects to administer and settle my estate without the intervention of court.

V. SPECIFIC BEQUEST OF PERSONAL PROPERTY

I hereby direct that specific items of personal property be disposed of and distributed as may be set forth in a separate

signed list or document made pursuant to RCW 11.12.260.

VI. BEQUEST TO FUTURE SPOUSE

This bequest is made with the contemplation of marriage to ALICE FORRISTER, I hereby give, devise and bequeath unto my future wife, ALICE FORRISTER, any community property of my estate, whether real or personal, and wheresoever situated provided she survives me by ninety (90) days. I hereby acknowledge and ratify the attached Premarital Agreement.

VII. RESIDUARY BEQUEST TO CHILDREN

All the rest, residue and remainder of my estate, whether real or personal and wheresoever situated, including community property if ALICE FORRISTER shall predecease me, I give, devise and bequeath equally to my children, CHERYL LYNN HILL, GARRET LOREN SCHIREMAN, and JUDI KIM SCHIREMAN, share and share alike.

In the event any of my children shall predecease this distribution, it is my desire that their share shall go to their issue, if any. If they leave no issue, then their share shall be distributed among my then surviving children, share and share alike.

My daughter, JUDI KIM SCHIREMAN, is physically challenged and it is my desire that her share of the above-referenced distribution shall at the sole discretion of my personal representative be distributed out right or directed to a special needs trust.

The special needs trust to be created must satisfy then current regulations so as not to disqualify JUDI KIM SCHIREMAN from

receiving any local, state, or federal benefits she may be entitled to due to her disability.

IN TESTIMONY WHEREOF, I have set my hand and seal this 12th day of December, 1997.

Loren Schireman

LOREN SCHIREMAN - Testator

The foregoing instrument, consisting of five (5) pages, of which this is the last, was on the 12th day of December, 1997, by the above-named, signed and sealed, and published and declared by **LOREN SCHIREMAN** to be his Last Will and Testament, and in the presence of each of us, who at his request and in his presence, and in the presence of each other, have subscribed our names thereto.

Residing at Edmonds

Residing at Lake Stevens

AFFIDAVIT OF WITNESSES TO WILL

STATE OF WASHINGTON)
) ss.
COUNTY OF SNOHOMISH)

The undersigned, competent to testify, being first duly sworn on oath, depose and say:

The instrument denominated as the Last Will and Testament of **LOREN SCHIREMAN**, and dated on this date (this affidavit being attached to said instrument), was signed and executed by the said Testator at Everett, Snohomish County, Washington, in the presence of the undersigned witnesses.

The Testator published the instrument as, and declared it to be, his Last Will and Testament and requested us to sign the same as witnesses. At the request and in the presence of said Testator and in the presence of each other, we subscribed our names as witnesses.

At the time of executing said instrument, Testator and the witnesses were of legal age, and the Testator appeared to be of sound and disposing mind, and not acting under duress, menace, fraud, undue influence or misrepresentation.

Immediately subsequent to the execution of the Last Will and Testament the Testator requested the Affiant to make an Affidavit before any person authorized to administer oaths, stating such facts as the Affiant would be required to testify to in court to prove such Will.

SUBSCRIBED AND SWORN to before me this 12th day of December, 1997.

FRANK WILLSON NOTARY PUBLIC STATE OF WASHINGTON COMMISSION EXPIRES 1-15-99

NOTARY PUBLIC in and for the State of Washington, residing at Everett.
My commission expires: 1/15/99

CODICIL TO LAST WILL AND TESTAMENT

OF

LOREN SCHIREMAN

I, **LOREN SCHIREMAN**, residing at Arlington, Snohomish County, Washington, being of sound and disposing mind and memory, and not acting under duress, menace, fraud or the undue influence of any person whosoever, do make, declare and publish this, a Codicil to my Last Will and Testament, bearing the date of the 12th day of December, 1997.

WHEREAS, I desire to add Paragraph, VIII, Bequest of Life Estate, to my Last Will and Testament to read as follows:

I give, devise and bequeath to my son, GARRETT LOREN SCHIREMAN, a life estate in the real property and residence I own located at 9529 24th Avenue SE, Everett, Washington, 98208 and legally described as: TOWER ADD 2 BLK 000 D-00 – LOT 12, Snohomish County Parcel No. 00599200001200.

In giving this life estate, it is my intent that GARRETT LOREN SCHIREMAN be responsible for maintenance, repairs and insurance; and will provide proof of insurance to the remainder beneficiaries.

CODICIL TO LAST WILL AND TESTAMENT

The remainder interest shall go to CHERYL R. HILL and JUDI K. SCHIREMAN, in equal shares. In the event that either CHERYL R. HILL or JUDI K. SCHIREMAN shall predecease this distribution, it is my desire that their share go to their issue, if any. If they leave no issue, then their share shall be distributed to the surviving sister.

IN WITNESS WHEREOF, I have hereunto set my hand this 6th day of March, 2014, and I hereby ratify and confirm all of the provisions of my said Last Will and Testament, except as modified by this Codicil.

Loren E. Schireman
LOREN SCHIREMAN

CODICIL TO LAST WILL AND TESTAMENT

The foregoing instrument, consisting of two (2) page, was on the 6TH day of March, 2014, signed and published by **LOREN SCHIREMAN**, who was of sound mind and memory and declared to be a Codicil to his Last Will and Testament dated December 12, 1997, in the presence of us, who at his request and in his presence and in the presence of each other, have hereunto set our hands as witnesses thereto this 6TH day of March, 2014.

Witness
Residing at Mesa Az

Witness
Residing at Mesa AZ

CODICIL TO LAST WILL AND TESTAMENT

AFFIDAVIT OF WITNESSES TO CODICIL TO LAST WILL AND TESTAMENT

STATE OF WASHINGTON)
) ss.
COUNTY OF SNOHOMISH)

The undersigned, competent to testify, being first duly sworn on oath, depose and say:

The instrument denominated as the Codicil to Last Will and Testament of **LOREN SCHIREMAN**, and dated on this date (this affidavit being attached to said instrument), was signed and executed by the said Testator at Everett, Snohomish County, Washington, in the presence of the undersigned witnesses.

The Testator published the instrument as, and declared it to be, his Codicil to Last Will and Testament and requested us to sign the same as witnesses. At the request and in the presence of said Testator and in the presence of each other, we subscribed our names as witnesses.

At the time of executing said instrument, Testator and the witnesses were of legal age, and the Testator appeared to be of sound and disposing mind, and not acting under duress, menace, fraud, undue influence or misrepresentation.

Immediately subsequent to the execution of the Codicil to Last Will and Testament the Testator requested the Affiant to make an Affidavit before any person authorized to administer oaths, stating such facts as the Affiant would be required to testify to in court to prove such Codicil.

Witness

Witness

SUBSCRIBED AND SWORN to before me this 6th day of March, 2014.

NOTARY PUBLIC in and for the State of Arizona, residing at 6402 E Superstition Springs
My commission expires: Nov. 23, 2016

JOLENE BOWLES
Notary Public - Arizona
Maricopa County
My Comm. Expires Nov 23, 2016

CODICIL TO LAST WILL AND TESTAMENT

DECLARATION OF SERVICE

On said day below, I electronically served a true and accurate copy of the ***Answer to Petition for Review*** in Supreme Court Cause No. 102076-7 to the following parties:

Gregory W. Albert
Jonah Levi Ohm Campbell
Albert Law PLLC
3131 Western Avenue, Suite 410
Seattle, WA 98121

Suzanne K. Michael
Ryan R. Jones
Fisher & Phillips LLP
1700 Seventh Avenue, Suite 2200
Seattle, WA 98101-4416

Original E-filed via appellate portal to:
Supreme Court Clerk's Office

I declare under penalty of perjury under the laws of the State of Washington and the United States that the foregoing is true and correct.

DATED: June 22, 2023 at Seattle, Washington.

/s/ Brad Roberts
Brad Roberts, Legal Assistant
Talmadge/Fitzpatrick

TALMADGE/FITZPATRICK

June 22, 2023 - 11:29 AM

Transmittal Information

Filed with Court:	Supreme Court
Appellate Court Case Number:	102,076-7
Appellate Court Case Title:	Garret Schireman v. Christopher Williams
Superior Court Case Number:	18-2-06663-6

The following documents have been uploaded:

- 1020767_Answer_Reply_20230622112707SC141089_2719.pdf
  This File Contains:
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- brad@tal-fitzlaw.com
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- lwidmer@fisherphillips.com
- matt@tal-fitzlaw.com
- ohmcamj24@gmail.com
- rrjones@fisherphillips.com
- smichael@fisherphillips.com

Comments:

Answer to Petition for Review

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