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This is an appeal from the Superior Court of the State of Washington for Thurston County which on August 13, 2010 entered an Order Granting Summary Judgment. CP 258 - 259. The Order Granting Summary Judgment held as a matter of law that the account held by Michelyn Williams at the time of her death at Harborstone Credit Union was held jointly by her and Lori McPhillips as joint tenants with right of survivorship and that all of the funds therein passed to Lori McPhillips upon the death of Michelyn Williams. The Order further held that the Harborstone accounts are not included within the Estate of Michelyn Williams, deceased, and are not subject to administration under the pending probate proceedings. CP 258 - 259. On September 8, 2010, Mitchell Williams served and filed a Notice of Appeal to this court. CP 260 - 264.

I. PRELIMINARY STATEMENT

Appellant, Mitchell K. Williams, is the Personal Representative of the Estate of Michelyn Williams, deceased. He is appealing in his capacity as Personal Representative. He will hereafter be referred to as "Mitchell Williams". The Estate of Michelyn Williams, deceased, will hereinafter be referred to as the "Estate". Lori McPhillips will hereinafter be referred to as "Lori McPhillips".

There is attached hereto Appendices as follows:

A. Appendix A 1 - 2 is a copy of the All-In-One Account

Application signed by Michelyn Williams on June 22, 1993. It is two pages, page one being the complete document and page two being an enlargement of Section 7 of said document. CP 63, Exhibit 4.

B. Appendix B 1 - 3 is the All-In-One Account Application signed by Michelyn Williams on August 4, 1993. It was signed by Lori McPhillips on August 10, 1993. CP 65 - 66, Exhibit 5.

Each of these will be referred to hereafter as the "Account Agreement".

C. Appendix C 1 - 2 is a copy of the Order Granting Summary Judgment. CP 258 - 259.

II. ASSIGNMENT OF ERROR

1. Mitchell Williams as Personal Representative assigns as error the entry of the Order by the Superior court of Thurston County of its Order Granting Summary Judgment based on its holding that the account established by Michelyn Williams was a joint account with right of survivorship and in effect quieting title to all funds in said account in Lori McPhillips and dismissing Mitchell Williams' action to confirm title to said account in Mitchell Williams as Personal Representative of the Estate.

III. ISSUES PERTAINING TO THE ASSIGNMENTS OF ERROR

The issue pertaining to the assignment of error is as follows:

1. Was the Superior Court in error when it held that, as a

matter of law, Mitchell Williams as Personal Representative of the Estate had no right, title or interest in the subject bank account, it being held by the court to be a joint account with right of survivorship with the funds passing to Lori McPhillips?

Mitchell Williams contends that the answer to this issue is “yes”.

IV. PROCEEDINGS IN THE SUPERIOR COURT

These proceedings were commenced with the filing and serving of a Petition for an Order Pursuant to RCW 11.96A (TEDRA) on February 24, 2010. CP 4 - 7.

Lori McPhillips appeared in the action and answered the Petition on February 26, 2010. CP 8 - 11.

Lori McPhillips then filed a Motion for Summary Judgment on March 5, 2010. CP 12 - 17.

On March 23, 2010, Mitchell Williams, as Personal Representative, filed a Response to the Motion Regarding Summary Judgment, Counter Motion for Summary Judgment and Objections Regarding RCW 5.60.030. CP 32 - 162.

The following were submitted by Lori McPhillips in support of her Motion for Summary Judgment: Declaration of Lori McPhillips filed March 5, 2010, CP 18 - 29; Lori McPhillips Response to Motion for Summary Judgment filed by Mitchell Williams, filed May 17, 2010, CP 172 - 175; Declaration of Lori McPhillips filed May 17, 2010, CP 176 -

177; Declaration of Don Montague filed May 28, 2010, CP 178 - 182; Declaration of C. Scott Kee filed June 7, 2010, CP 183 - 194; and Supplemental Declaration of Don Montague filed June 23, 2010, CP 204 - 210.

Mitchell Williams filed in support of his Motion for Summary Judgment the following documents: Response to Motion Regarding Summary Judgment; Counter Motion for Summary Judgment; and Objections Regarding RCW 5.60.030 filed March 23, 2010. CP 32 - 162.

The hearing was held on June 28, 2010. This hearing has been transcribed and is included herein under the title Transcript of Court Proceedings filed July 15, 2010. CP 219 - 257. The court ruled in favor of Lori McPhillips holding that all funds in the account passed to her upon the death of Michelyn Williams, because the account was a joint account with right of survivorship.

The Order Granting Summary Judgment was entered and filed on August 13, 2010. CP 258 - 259.

Mitchell Williams as Personal Representative caused a Notice of Appeal to be filed on September 8, 2010.

V. FACTS

McChord Credit Union and Harborstone Credit Union are the same entity. McChord Credit Union changed its name to Harborstone Credit Union. The accounts that are involved in this matter are numbered 56494

and 5649401. Declaration of Don Montague and Supplemental Declaration of Don Montague, CP 178 and CP 204 - 205. Copies of the Membership and Account Agreement with Harborstone Credit Union were attached to the Declaration of Don Montague and the Supplemental Declaration of Don Montague. CP 180 - 182 and CP 206 - 210.

There is not included in any of the attachments to the Declarations of Don Montague, the employee of Harborstone Credit Union, the Account Agreements actually signed by Michelyn Williams and Lori McPhillips.

On June 22, 1993, Michelyn Williams signed an All-In-One Account Application with McChord Credit Union. Exhibit 4, CP 63. By this document, she established an individual account with McChord Credit Union.

On August 4, 1993, Michelyn Williams signed an All-In-One Account Application with the McChord Credit Union. CP 65 - 66, Exhibit 5. On August 10, 1993 Lori McPhillips signed the document theretofore signed by Michelyn Williams on August 4, 1993. CP 65 - 66, Exhibit 5.

Both Michelyn Williams and Lori McPhillips signed Section 7 of said document. Michelyn Williams signed on the line designated "Member's Signature" and Lori McPhillips signed on the line designated "Joint Owner or Trustee Signature". The document is two pages. On page one of this document, the name Williams, Michelyn is hand written

in under the top portion of page one. On Section 1. "Membership Information" the account number 56494 is written and in the header the words "Make Joint" are also written. The remainder of this page is completely blank. Section 2 "Account Membership Beneficiary Options" states in part as follows: "the person(s) signing this card agree as follows: (check one)." Notwithstanding this section provides for an indication of the type of account (i.e., individual, joint tenants with right of survivorship, joint trustee, individual trustee, uniform gift to minors) there is no indication whatsoever as to the type of account to be established. Although in the Section 2 "Account Membership Beneficiary Options" one of the alternatives available is "Joint Tenants with Right of Survivorship" neither that alternative nor any of the other alternatives were completed. The remainder of the printed forms were left blank. All of the boxes in Section 4 "Account Agreement and Authorization" are filled in or checked.

There is no evidence which indicates that Michelyn Williams had any knowledge whatsoever of the content of the Account Agreements attached to the Declaration of Don Montague.

Monies removed from the account by Lori McPhillips prior to the death of Michelyn Williams are identified in the Response to Motion Regarding Summary Judgment Counter Motion for Summary Judgment (CR 56) and Objections Regarding RCW 5.60.030. CP 30, 40 - 44. Lori

McPhillips did not deposit any money into said account prior to Michelyn William's death. CP 33.

VI. SUMMARY OF ARGUMENT

The account established was an individual account of Michelyn Williams. Lori McPhillips had authority to make withdrawals therefrom.

VII. ARGUMENT

A. Joint Bank Accounts: RCW 30.22.040(7) defines a joint account without right of survivorship as an account in the name of two or more depositors and which contains no provision that the funds of a deceased depositor become the property of the surviving depositor or depositors.

RCW 30.22.040(8) defines a joint account with right of survivorship as an account in the name of two or more depositors which provides that the funds of the deceased depositor become the property of one or more of the surviving depositors.

RCW 30.22.040(11) provides in part as follows. Depositor means the individual or individuals who have the current right to payment of funds held under the contract of deposit without regard to the actual rights of ownership thereof by those individuals.

RCW 30.22.050 provides the type of accounts in which funds may be deposited which include, but are not limited to the following: (1) a single account; (2) a joint account without right of survivorship; and (3) a

joint account with right of survivorship.

RCW 30.22.060 provides that a contract of deposit shall be in writing signed by all individuals who have a current right to payment of funds from the account.

(1) RCW 30.22.090 provides in part as follows: “Subject to community property rights, during the lifetime of a depositor, or the joint lifetimes of depositors: . . . funds on deposit in a joint account without right of survivorship and in a joint account with right of survivorship belong to the depositors in proportion to the net funds owned by each depositor on deposit in the account, unless the contract of deposit provides otherwise or there is clear and convincing evidence of a contrary intent at the time the account was created.”

(2) RCW 30.22.100 provides in part as follows: “Subject to community property rights and subject to the terms and provisions of any community property agreement, upon the death of a depositor: . . . funds belonging to a deceased depositor which remain on deposit in a joint account without right of survivorship belong to the depositor’s estate, unless the depositor has also designated a trust or P.O.D. account beneficiary of the depositor’s interests in the account.”

(3) RCW 30.22.100(3) provides in part as follows: “Funds belonging to a deceased depositor which remain on deposit in a joint account with right of survivorship belong to the surviving depositors

unless there is clear and convincing evidence of a contrary intent at the time the account was created. If there is more than one individual having a right of survivorship, the funds belong equally to the surviving depositors unless the contract of deposit otherwise provides. If there is more than one surviving depositor, the rights of survivorship shall continue between the surviving depositors.”

The court in discussing these statutes in the *Estate of Krappes*, 121 Wn. App. 653, 91 P.3d 69 (2004) states in part as follows:

“[4] The Financial Institution Individual Account Deposit Act, chapter 30.22.RCW, defines “joint account with right of survivorship” as “an account in the name of two or more depositors and which provides that the funds of a deceased depositor become the property of one or more of the surviving depositors.” The Act defines “depositor” as “an individual who owns the funds.” During the lifetime of a depositor, funds in a joint account with right of survivorship “belong to the depositors in proportion to the net funds owned by each depositor on deposit in the account, unless the contract of deposit provides otherwise or there is clear and convincing evidence of a contrary intent at the time the account was created.” Under RCW 30.22.100, the funds of a deceased depositor in a joint account with right of survivorship become the property of the surviving depositor(s). These statutes create a rebuttable presumption that joint accounts with right of survivorship do not give a nondepositing party any present interest in the account funds.” *Estate of Krappes*, supra at pp. 660 - 661.

In the case of a joint tenancy with right of survivorship, either tenant has the right to withdraw the funds, even a joint tenant who did not deposit the funds has the right to withdraw the funds during the lifetime of

the tenants. However, as to those funds withdrawn during the lifetime of the joint tenants, when the depositor of the funds dies the ownership of the withdrawn funds by the nondepositing tenant does not pass to the nondepositing tenant. RCW 30.22.090 and 30.22.100 make it clear that when the funds owned by the joint tenant are withdrawn before the decedent dies the right of survivorship is defeated. When the nondepositing joint tenant withdrew the funds from the joint account they are also withdrawn from the operation of the survivorship terms of the account. *Estate of Krappes*, supra at pp. 662.

The court in the *Estate of Krappes* also noted that RCW 5.60.030, the deadman's statute, precludes testimony by a "party in interest" about transactions" or statements made by the deceased. *Estate of Krappes*, supra at pp. 666.

Mitchell Williams in his Response to the Motion Regarding Summary Judgment, Counter Motion for Summary Judgment (CR 56) and Objections Regarding RCW 5.60.030 objected to certain statements made by Lori McPhillips in her responsive pleadings as being subject to the deadman's statute. CP 32 - 33.

A presumption attaches to a joint tenancy with right of survivorship account that the signatories to the account intended title to the proceeds to vest in the surviving signatory. But the presumption is rebuttable. *Taufen v. Estate of Kirpes*, 155 Wn. App. 598 (2010). In

Taufen v. Estate of Kirpes, the trial court found that a bank employee not the now deceased signatory created the joint account with right of survivorship. The trial court found that the account was to be a joint account with Terry Yochum. The depositor, Ms. Kirpes made no mention of survivorship. However, the banker, Judy Stapleton unilaterally elected to add a right of survivorship to the account and never discussed that designation with Ms. Kirpes. The court states as follows: “the essential issue before this court turns on Ms. Kirpes’ intent at the time she opened her Sterling Savings checking account with Mr. Yochum. Specifically, did she or did she not intend to create the account with Mr. Yochum with “right of survivorship?”” The trial court concluded that Ms. Kirpes did not prove by clear and convincing evidence that Ms. Kirpes had a contrary intention to the disposition of the funds held in the joint checking account at the time the account was created. The court in discussing this matter states as follows: “Legal title to the funds in this account is a question of law and our review (appellate court review) is therefore de novo.” *Taufen v. Estate of Kirpes*, supra at pp. 602.

There is a rebuttable statutory presumption that “funds belong to a deceased depositor which remain on deposit in a joint account with right of survivorship belong to the surviving depositors unless there is clear and convincing evidence of a contrary intent at the time the account was created.” A presumption is an inference that a fact exists from the proof

of other facts. *Taufen v. Estate of Kirpes*, supra pp. 602.

The court further stated “The estate contends that the contract opening the account here requires a meeting of the minds on the contract’s essential terms, including the type of account being opened.”

The Estate and Mitchell Williams contend that the contract opening the account, requires a meeting of the minds on the contract’s essential terms, including the type of account being opened.

Whether an enforceable contract exists is a question of law that will be reviewed de novo. An enforceable contract requires an acceptance of all material terms of the offer. *Taufen v. Estate of Kirpes*, supra at pp. 603.

The *Taufen* court further stated: “But the only evidence supporting the finding of the trial court that the account should be a joint account with right of survivorship is the account card Ms. Kirpes signed. The card that effectively opened the account. That card creates the rebuttable presumption of intent. But presumptions are the ‘bats of the law, flitting in the twilight but disappearing in the sunshine of actual facts.’” *Taufen v. Estate of Kirpes*, supra at pp. 604.

The estate bore its burden of production and presented the actual fact that Ms. Stapleton, not Ms. Kirpes decided to add survivorship rights to the joint checking account. In light of that fact, the presumption that Ms. Kirpes intended to add such rights disappears, and the court is left

with the unchallenged finding and therefor, verity on appeal that Ms. Stapleton elected to add a right of survivorship to the joint account. Neither we nor the trial court can rely on findings of fact 18 to support the conclusion that Ms. Kirpes intended Mr. Yochum to have survivorship rights. Indeed the finding of fact 18 clearly support a contrary conclusion. *Taufen v. Estate of Kirpes*, supra at pp. 603 - 604.

The court further stated the trial court's findings do not show that Mrs. Kirpes intended to create a joint account with right of survivorship. The court concluded that there was substantial evidence that Mrs. Kirpes intended no right of survivorship. At no time did she tell Ms. Stapleton that it was to be a joint account with right of survivorship.

In the present case the Thurston County Superior Court states: "Based on the argument of counsel and the evidence presented, the Court finds that no genuine issue of material fact exists with respect to the ownership and status of any account held at Harborstone Credit Union at the time of the Decedent's death. Accordingly, the Court finds as a matter of law that the accounts held by the Decedent at the time of her death were held jointly with rights of survivorship. Further, the Harborstone accounts are not included within the estate of Michelyn Williams and they are not subject to administration under the pending probate action." Order Granting Summary Judgment at pp. 2.

This finding is incorrect. There is no evidence that Michelyn

Williams intended to establish an account with right of survivorship with Lori McPhillips. The evidence establishes that the account was to be an account from which Lori McPhillips could make withdrawals, notwithstanding that Lori McPhillips' owned none of the funds deposited into the account.

We submit that this court should reverse the judgment of the trial court and remand for entry of judgment in favor of the Estate. *Taufen v. Estate of Kirpes*, supra at pp. 603, 604 and 606.

B. Summary Judgment: Summary judgment rulings are reviewed de novo. Summary judgment is appropriate if there is no genuine issue of material fact **and** the moving party is entitled to judgment as a matter of law. CR 56(c), emphasis ours. All facts and reasonable inferences therefrom must be reviewed in the light most favorable to the non-moving party. Questions of law are reviewed de novo. *Potter v. Washington State Patrol*, 165 Wn.2d 67, 78 (2008).

A Motion for Summary Judgment is properly granted where there is no genuine issue as to any material point and . . . the moving party is entitled to judgment as a matter of law. All facts and reasonable inferences are viewed in the light most favorable to the non-moving party. Questions of fact may be determined on summary judgment as a matter of law or a reasonable minds could reach but one conclusion. A court must deny summary judgment when a party raises a material fact dispute.

Smith v. Safeco Insurance Co., 150 Wn.2d 478, 78 P.3d, 1274 (2003) at pp. 485 - 486. *Michak v. Transnation Title Insurance Co.* 148 Wn.2d 788, 64 P.3d 22 at pp. 794 - 795 (2003). Restates the earlier rule of the obligation of the Appellate Court in reviewing a Summary Judgment proceedings. A court weighing a summary judgment motion thus places the emphasis upon facts and regards a fact as an event, and a occurrence, or something that exists in reality. *Greenwood v. University of Puget Sound, Inc.*, 110 Wn.2d 355 at 359, 753 P.2d 517 (1988).

C. Integration: *Black v. Evergreen Land Developers, Inc.*, 75 Wn.2d 241 (1969), 450 P.2d 470 involved whether the standardized fine print of an earnest money agreement which concluded by stating “there are no verbal or other agreements which modify or affect this agreement” would be effective to prevent the enforcement of an oral covenant with respect to view from the subject property of the east channel of Lake Washington. The court incorporated the oral covenant of view into the earnest money agreement. The court in discussing this matter states in part as follows: “a party to a contract is not bound by a false recital of fact, and parol evidence is admissible to show the true state of affairs.” *Black v. Evergreen Land Developers, Inc.*, supra, at pp. 250.

A party to a contract is not bound to a false recital of fact and parol evidence is admissible to show the true state of affairs. The recent trend of courts has been to discredit fine print clauses when to enforce them

would be against public policy. *Black v. Evergreen Land Developers, Inc.*, supra, at pp. 250.

“Courts keep in mind the principal that the best interests of society demand that a person should not be unnecessarily restricted in their freedom to contract. But they do not hesitate to declare void as against public policy contractual provisions which clearly tend to the injury of the public in some way.

“To now hold that the “boiler plate” at the conclusion of the earnest money agreement would vitiate the manifest understanding of the parties as evidenced by this record would amount to a constructive fraud practiced by the defendants upon the plaintiffs. We therefore hold that the sentence in the earnest money agreement denying the existence of any other agreement is not controlling.” *Black v. Evergreen Land Developers, Inc.*, supra, at pp. 251.

Exhibit 4, the Account Agreement signed by Michelyn Williams only on June 22, 1993 (CP 23) established an individual account. The Account Agreement as it existed when it was signed by Michelyn Williams on August 4, 1993 (CP 65 - 66, Exhibit 5) opened only an individual account. At that time Michelyn Williams had deposited a substantial sum of money into the account. On August 10, 1993 when Lori McPhillips signed the Account Agreement (CP 65 - 66, Exhibit 5) there is no indication that Michelyn Williams was present. There is no indication that Michelyn Williams, who was the owner of all of the money in the account, gave any indication that it was to be a joint account with right of survivorship. There is no evidence that any explanation was given to Michelyn Williams other than the mere presentment of the account

agreement card to Michelyn Williams on August 4, 1993 for signature, or that it was ever called to Michelyn Williams' attention on August 10, 1993 that this was to be an account other than a simple joint account without survivorship.

VIII. CONCLUSION

The Summary Judgment Order of the trial court should be reversed and this cause remanded to the Thurston County Superior Court with instructions to enter judgment requiring Lori McPhillips to pay over to Mitchell Williams as Personal Representative the proceeds of the subject account.

DATED this 8 day of November, 2010.

OWENS DAVIES FRISTOE
TAYLOR & SCHULTZ, PS



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Williams, deceased

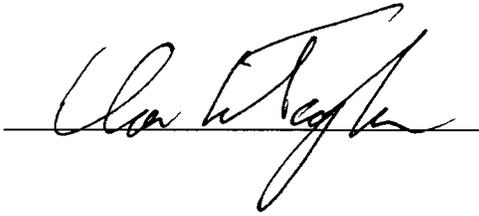
A copy of this document was properly addressed and sent by ABC Legal Services, to the following individuals on November 8, 2010.

Court of Appeals, Division II
950 Broadway
Suite 300
Tacoma, WA 98402-4454

Mr. C. Scott Kee
Ditlevson Rodgers Dixon, PS
324 West Bay Drive NW
Suite 201
Olympia, WA 98502

I certify (or declare) under penalty of perjury under the laws of the State of Washington that the foregoing is true and correct. Olympia, Washington

Date: November 8, 2010



10 NOV -9 PM 2: 20
STATE OF WASHINGTON
BY [Signature]
DEPUTY
COURT OF APPEALS
DIVISION II

APPENDIX

- A. All-In-One Account Application signed
June 22, 1993 A-1 to A-2
- B. All-In-One Account Application signed on
August 4, 1993 and on August 10, 1993..... B-1 to B-3
- C. Order Granting Summary Judgment
dated August 13, 2010 C-1 to C-2

APPENDIX A

Mr. Ms.
 M. Miss
 Other

All-in-One Account Application McChord Credit Union

Name WILLIAMS MICHELYN
Last (S/L) First Middle

New Members: Joining McChord Credit Union requires a \$5 membership fee and savings account ownership.

Current Members: Where requested, provide your complete account number. (See your statement for account number.)

Please print clearly, in ink, and bring or mail to any office.

MEMBERSHIP INFORMATION

Account Number 5649401

Street Address 1216 160TH ST CT E

City TACOMA State WA Zip Code 98445-2371

Home Phone (206-535-0639) Work Phone ()

I am eligible to join because I am (please check one):

- part of an active or reserve military unit at McChord Air Force Base
- retired military
- living or working in Lakewood Steilacoom Parkland or Spanaway (and am not eligible to be a member of another local credit union)
- living or working in the greater Fife/Milton area
- a McChord Air Force Base government civilian employee
- a retired government employee living in Pierce County
- a Tacoma Naval and Marine Reserve Center employee
- a relative of a McChord Credit Union member
(relative's name: _____ your relationship: _____)
- other _____

ACCOUNT OWNERSHIP/BENEFICIARY OPTIONS

The person(s) signing this card agree as follows: (check one)

- Individual: That the signature on this card is the only authorized signature.
- Joint Tenants With Right of Survivorship: That all funds in this account are our joint property and are owned by us as joint tenants with right of survivorship. We authorize the credit union to pay all or part of the funds to any of us during our natural lives, or to the surviving owner(s). If there are two or more surviving owners, the account shall continue as a joint account with right of survivorship.
- Joint Trustee: That we as trustees or the surviving trustee(s) shall hold all funds in this account jointly and in trust for the beneficiary named below. We each have the right to withdraw all or part of the funds in this account for any purpose. Upon death of the surviving trustee(s), the credit union may pay all funds in this account to the beneficiary named below.
- Individual Trustee: That I will hold all funds in this account in trust for the beneficiary named below. I have the right to withdraw all or part of the funds in this account for any purpose. Upon my death, the credit union may pay all funds in this account to the beneficiary named below.
- Uniform Gift to Minors: That I hold all funds in this account as custodian for _____ under the Washington Uniform Gift to Minors act.

Name of minor on UGMA account _____ Minor's Social Security Number _____

For All Joint Accounts: Each of the joint owners or trustees appoints each of the others as attorney to endorse all checks or drafts to be cashed or deposited. All shares held by joint owners or trustees may be pledged as collateral by any or all of them.

Beneficiary Designation: If we designate on 06/22/93

Name of Beneficiary _____

Address _____

as beneficiary of any trust funds. The beneficiary designation is changed by completing a new membership card.

ACCOUNT SELECTION

Savings Account (\$25 minimum deposit and a \$5 membership fee are required.)

Checking Account

McChord Credit Union offers three highly competitive checking accounts. Please check your choice after reviewing the features and benefits of each:

- Interest Plus Checking
- Unlimited Checking
- Jet-Set Checking

MCU-06-8 May 93

ACCOUNT AGREEMENT AND AUTHORIZATION

Each person who signs this Agreement requests that McChord Credit Union open the account(s) designated, and agrees that the following terms apply to each account:
 McChord Credit Union (MCU) is authorized to recognize any of the signatures subscribed hereto in the payment of funds or the transaction of business.
 Each account and MGU practices are subject to the terms of The Exchange/ATM card, Money Express, electronic fund transfer, and checking agreements and disclosure statements, to federal and state laws and regulations, and to MCU's bylaws, policies, and practices. If this account becomes inactive, the credit union may impose a charge or cease payment of dividends. The credit union's authority under this agreement can only be changed by written notice. Prior transactions will not be affected by such notice.
 I/we will pay all applicable charges and follow all of MCU's practices set forth in the enclosed disclosure statements and fee schedule.
 I/we will abide by all future changes to the terms and charges for my account. I am free to decline such changes by discontinuing the transactions or account to which the changes relate.

OPTIONAL INFORMATION TO HELP US SERVE YOU BETTER

Please complete the following. This information is for confidential credit union use only.

I currently rent own my home. I am a new current member of MCU.

My marital status is: single married separated divorced widowed

Number of children under the age of 18 living with me at this address: _____

Gender: male female

Education level last completed: High School/GED Associate's Degree
 Some College Bachelor's Degree Master's Degree Ph.D/MQND

Occupation: _____

My income range is: under \$10,000 \$10,000-15,999 \$16,000-24,999
 \$25,000-34,999 \$35,000-44,999 \$45,000-59,999 Over \$60,000

My total household income range is: Under \$20,000 \$20,000-29,999
 \$30,000-39,999 \$40,000-49,999 \$50,000-69,999 \$80,000-69,999
 \$70,000-79,999 \$80,000-89,999 \$90,000-99,999 Over \$100,000

I am employed: full-time part-time retired not employed

TAXPAYER INFORMATION

The federal government requires McChord Credit Union to obtain a Taxpayer Identification (Social Security or Employer Identification) Number under which MCU will report any interest earned to the Internal Revenue Service.

Social Security or Employer Identification # 515-30-9580

Unless I indicate that I am subject to backup withholding by checking the box below, by signing this agreement, under penalties of perjury, I certify that: 1) I have not been notified by the IRS that I am subject to backup withholding as a result of failure to report all interest or dividends, or 2) I have been notified by the IRS that I am no longer subject to backup withholding.

I am subject to backup withholding.

7. IDENTIFICATION SIGNATURES

Member MICHELYN WILLIAMS

Name (print) _____

Social Security # 515-30-9580 Birth date 08/06/37

Drivers License # and State _____

Mother's Maiden Name _____

I/we agree to conform to MCU's bylaws and amendments and maintain at least five \$5 shares on deposit. I/we have received the disclosures which describe the terms and charges for each account opened with this application. The number shown on this form is my correct Taxpayer Identification Number.

Member Signature Michelyn Williams 6-22-93

Joint Owner or Trustee #1 Signature _____ Date _____

Joint Owner or Trustee #2 Signature _____ Date _____

ID Verified TC 2314-KS 36-51

Membership Officer Approval [Signature] Date 6-22-93

**All-in-One Account Application
McChord Credit Union**

Mr Ms
X Mrs Miss

Other Name WILLIAMS MICHELYN
Last (Sr./Jr) First Middle

New Members: Joining McChord Credit Union requires a \$5 membership fee and savings account ownership

X Current Members: Where requested, provide your complete account number (See your statement for account number)

Please print clearly, in ink, and bring or mail to any office

1. MEMBERSHIP INFORMATION

JS Cycling

Account Number 5649401
Street Address 1216 160TH ST CT E
City TACOMA State WA Zip Code 98445-237
Home Phone (206-535-0639) Work Phone ()

I am eligible to join because I am (please check one):

- part of an active or reserve military unit at McChord Air Force Base
- retired military

I am subject to backup withholding

7. IDENTIFICATION SIGNATURES

Member Name (print) MICHELYN WILLIAMS

Social Security # 515-30-9580 Birth date 08/06/37

Drivers License # and State _____

Mother's Maiden Name _____

I/we agree to conform to MCU's bylaws and amendments and maintain at least five \$5 shares on deposit. I/we have received the disclosures which describe the terms and charges for each account opened with this application. The number shown on this form is my correct Taxpayer Identification Number.

Member Signature *Michelyn Williams* Date 6-22-93

Joint Owner or Trustee #1 Signature _____ Date _____

Joint Owner or Trustee #2 Signature _____ Date _____

ID Verified TC 2314-KS 36-51

Membership Officer Approval *[Signature]* Date 6-22-93

APPENDIX B

**All-in-One Account Application
McChord Credit Union**

- Mr. Ms.
 Mrs. Miss
 Other _____

Name WILLIAMS, MICHELYN
Last (Sr./Jr.) First Middle

- New Members:** Joining McChord Credit Union requires a \$5 membership fee and savings account ownership.
 Current Members: Where requested, provide your complete account number. (See your statement for account number.)

Please print clearly, in ink, and bring or mail to any office.

1. MEMBERSHIP INFORMATION

Account Number 56494
Street Address _____
City _____ State _____ Zip Code _____
Home Phone () _____ Work Phone () _____

I am eligible to join because I am (please check one):

- part of an active or reserve military unit at McChord Air Force Base
 retired military
 living or working in Lakewood Stellacoom Parkland or Spanaway (and am not eligible to be a member of another local credit union)
 living or working in the greater Fife/Milton area
 a McChord Air Force Base government civilian employee
 a retired government employee living in Pierce County
 a Tacoma Naval and Marine Reserve Center employee
 a relative of a McChord Credit Union member
(relative's name: _____ your relationship: _____)
 other: _____

2. ACCOUNT OWNERSHIP/BENEFICIARY OPTIONS

The person(s) signing this card agree as follows: (check one)

- Individual:** That the signature on this card is the only authorized signature.
 Joint Tenants With Right of Survivorship: That all funds in this account are our joint property and are owned by us as joint tenants with right of survivorship. We authorize the credit union to pay all or part of the funds to any of us during our natural lives, or to the surviving owner(s). If there are two or more surviving owners, the account shall continue as a joint account with right of survivorship.
 Joint Trustee: That we as trustees or the surviving trustee(s) shall hold all funds in this account jointly and in trust for the beneficiary named below. We each have the right to withdraw all or part of the funds in this account for any purpose. Upon death of the surviving trustee(s), the credit union may pay all funds in this account to the beneficiary named below.
 Individual Trustee: That I will hold all funds in this account in trust for the beneficiary named below. I have the right to withdraw all or part of the funds in this account for any purpose. Upon my death, the credit union may pay all funds in this account to the beneficiary named below.
 Uniform Gift to Minors: That I hold all funds in this account as custodian for _____ under the Washington Uniform Gift to Minors act.

Name of minor on UGM account _____

Minor's Social Security Number _____

For All Joint Accounts: Each of the joint owners or trustees appoints each of the others as attorney to endorse all checks or drafts to be cashed or deposited. All shares held by joint owners or trustees may be pledged as collateral by any or all of them.

Beneficiary Designation: I / we designate on _____ Date _____

Name of Beneficiary _____

Address _____

Relationship _____

as beneficiary of any trust funds. The beneficiary designation is changed by completing a new membership card.

3. ACCOUNT SELECTION

Savings Account (\$25 minimum deposit and a \$5 membership fee are required.)
Checking Account

McChord Credit Union offers three highly competitive checking accounts. Please check your choice after reviewing the features and benefits of each:

- Interest Plus Checking** **Unlimited Checking** **Jet Set Checking**

4. ACCOUNT AGREEMENT AND AUTHORIZATION (NON-TRANSFERABLE)

Each person who signs this Agreement requests that McChord Credit Union open the account(s) designated, and agrees that the following terms apply to each account:

- McChord Credit Union (MCU) is authorized to recognize any of the signatures subscribed hereto in the payment of funds or the transaction of business.
- Each account and MCU practices are subject to the terms of The Exchange/ATM card, Money Express, electronic fund transfer, and checking agreements and disclosure statements, to federal and state laws and regulations, and to MCU's bylaws, policies, and practices. If this account becomes inactive, the credit union may impose a charge or cease payment of dividends. The credit union's authority under this agreement can only be changed by written notice. Prior transactions will not be affected by such notice.
- I/we will pay all applicable charges and follow all of MCU's practices set forth in the enclosed disclosure statements and fee schedule.
- I/we will abide by all future changes to the terms and charges for my account. I am free to decline such changes by discontinuing the transactions or account to which the changes relate.

5. OPTIONAL INFORMATION TO HELP US SERVE YOU BETTER

Please complete the following. This information is for confidential credit union use only.

I currently rent own my home. I am a new current member of MCU.
My marital status is: single married separated divorced widowed

Number of children under the age of 18 living with me at this address: _____

Gender: male female

Education level last completed: High School/GED Associate's Degree
 Some College Bachelor's Degree Master's Degree Ph. D./MD/JD

Occupation: _____

My income range is: under \$10,000 \$10,000-15,999 \$16,000-24,999
 \$25,000-34,999 \$35,000-44,999 \$45,000-59,999 Over \$60,000

My total household income range is: Under \$20,000 \$20,000-29,999
 \$30,000-39,999 \$40,000-49,999 \$50,000-59,999 \$60,000-69,999

\$70,000-79,999 \$80,000-89,999 \$90,000-99,999 Over \$100,000
I am employed: full-time part-time retired not employed

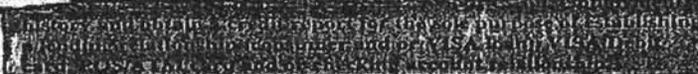
6. TAXPAYER INFORMATION

The federal government requires McChord Credit Union to obtain a Taxpayer Identification (Social Security or Employer Identification) Number under which MCU will report any interest earned to the Internal Revenue Service.

Social Security or Employer Identification #

Unless I indicate that I am subject to backup withholding by checking the box below, by signing this agreement, under penalties of perjury, I certify that: 1) I have not been notified by the IRS that I am subject to backup withholding as a result of failure to report all interest or dividends, or 2) I have been notified by the IRS that I am no longer subject to backup withholding.

I am subject to backup withholding.



7. IDENTIFICATION SIGNATURES

Member MICHELYN WILLIAMS

Name (print) LORI K. McPHILLIPS

Social Security # 537-82-8066 Birth date 10-7-62

Drivers License # and State MOPHILK 383PG

Mother's Maiden Name Michelyn McCay

I/we agree to conform to MCU's bylaws and amendments and maintain at least five \$5 shares on deposit. I/we have received the disclosures which describe the terms and charges for each account opened with this application. The number shown on this form is my correct Taxpayer Identification Number.

Member Signature Michelyn Williams Date 8-4-93

Joint Owner or X Lori K. McPhillips Date 8-10-93

Joint Owner or LORI

Trustee #2 Signature _____ Date _____

ID Verified _____

Membership Officer Approval _____ Date _____

Mr. Ms.
 Mrs. Miss
 Other

All-in-One Account Application McChord Credit Union

Name WILLIAMS, MICHELYN
Last (Sr./Jr.) First Middle

New Members: Joining McChord Credit Union requires a \$5 membership fee and savings account ownership.

Current Members: Where requested, provide your complete account number. (See your statement for account number.)

Please print clearly, in ink, and bring or mail to any office.

MEMBERSHIP INFORMATION

Account Number 56494

Street Address _____

City _____ State _____ Zip Code _____

Home Phone () _____ Work Phone () _____

I am eligible to join because I am (please check one):

- part of an active or reserve military unit at McChord Air Force Base
- retired military
- living or working in Lakewood Steilacoom Parkland or Spanaway (and am not eligible to be a member of another local credit union)
- living or working in the greater File/Milton area
- a McChord Air Force Base government civilian employee
- a retired government employee living in Pierce County
- a Tacoma Naval and Marine Reserve Center employee
- a relative of a McChord Credit Union member (relative's name: _____ your relationship: _____)
- other: _____

ACCOUNT OWNERSHIP/BENEFICIARY OPTIONS

The person(s) signing this card agree as follows: (check one)

- Individual:** That the signature on this card is the only authorized signature.
- Joint Tenants With Right of Survivorship:** That all funds in this account are our joint property and are owned by us as joint tenants with right of survivorship. We authorize the credit union to pay all or part of the funds to any of us during our natural lives, or to the surviving owner(s). If there are two or more surviving owners, the account shall continue as a joint account with right of survivorship.
- Joint Trustee:** That we as trustees or the surviving trustee(s) shall hold all funds in this account jointly and in trust for the beneficiary named below. We each have the right to withdraw all or part of the funds in this account for any purpose. Upon death of the surviving trustee(s), the credit union may pay all funds in this account to the beneficiary named below.
- Individual Trustee:** That I will hold all funds in this account in trust for the beneficiary named below. I have the right to withdraw all or part of the funds in this account for any purpose. Upon my death, the credit union may pay all funds in this account to the beneficiary named below.
- Uniform Gift to Minors:** That I hold all funds in this account as custodian for

Name of minor on UGM account _____ Minor's Social Security Number _____ under the Washington Uniform Gift to Minors act.

For All Joint Accounts: Each of the joint owners or trustees appoints each of the others as attorney to endorse all checks or drafts to be cashed or deposited. All shares held by joint owners or trustees may be pledged as collateral by any or all of them.

Beneficiary Designation: I/we designate on _____ Date _____

Name of Beneficiary _____

Address _____ Relationship _____

as beneficiary of any trust funds. The beneficiary designation is changed by completing a new membership card.

ACCOUNT SELECTION

Savings Account (\$25 minimum deposit and a \$5 membership fee are required.)

Checking Account

McChord Credit Union offers three highly competitive checking accounts. Please check your choice after reviewing the features and benefits of each:

- Interest Plus Checking
- Unlimited Checking
- Jet Set Checking

MCU 4/15-8 May 83

4. ACCOUNT AGREEMENT AND AUTHORIZATION

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- McChord Credit Union (MCU) is authorized to recognize any of the signatures subscribed hereto in the payment of funds or the transaction of business.
- Each account and MCU practices are subject to the terms of The Exchange/ATM card, Money Express, electronic fund transfer, and checking agreements and disclosure statements, to federal and state laws and regulations, and to MCU's bylaws, policies, and practices. If this account becomes inactive, the credit union may impose a charge or cease payment of dividends. The credit union's authority under this agreement can only be changed by written notice. Prior transactions will not be affected by such notice.
- I/we will pay all applicable charges and follow all of MCU's practices set forth in the enclosed disclosure statements and fee schedule.
- I/we will abide by all future changes to the terms and charges for my account. I am free to decline such changes by discontinuing the transactions or account to which the changes relate.

5. OPTIONAL INFORMATION TO HELP US SERVE YOU BETTER

Please complete the following. This information is for confidential credit union use only.

I currently rent own my home. I am a new current member of MCU.
My marital status is: single married separated divorced widowed

Number of children under the age of 18 living with me at this address: _____

Gender: male female

Education level last completed: High School/GED Associate's Degree

Some College Bachelor's Degree Master's Degree Ph. D./M.D./J.D.

Occupation: _____

My income range is: under \$10,000 \$10,000-15,999 \$16,000-24,999

\$25,000-34,999 \$35,000-44,999 \$45,000-59,999 Over \$60,000

My total household income range is: Under \$20,000 \$20,000-29,999

\$30,000-39,999 \$40,000-49,999 \$50,000-59,999 \$60,000-69,999

\$70,000-79,999 \$80,000-89,999 \$90,000-99,999 Over \$100,000

I am employed: full-time part-time retired not employed

6. TAXPAYER INFORMATION

The federal government requires McChord Credit Union to obtain a Taxpayer Identification (Social Security or Employer Identification) Number under which MCU will report any interest earned to the Internal Revenue Service.

Social Security or Employer Identification

Unless I indicate that I am subject to backup withholding by checking the box below, by signing this agreement, under penalties of perjury, I certify that: 1) I have not been notified by the IRS that I am subject to backup withholding as a result of failure to report all interest or dividends, or 2) I have been notified by the IRS that I am no longer subject to backup withholding.

I am subject to backup withholding.

7. IDENTIFICATION SIGNATURES

Member MICHELYN WILLIAMS

Name (print) LORI K. McPHILLIPS

Social Security # 537-82-8066 Birth date 10-7-62

Drivers License # and State MEPHILK 393PG

Mother's Maiden Name Michelyn McCay

I/we agree to conform to MCU's bylaws and amendments and maintain at least five \$5 shares on deposit. I/we have received the disclosures which describe the terms and charges for each account opened with this application. The number shown on this form is my correct Taxpayer Identification Number.

Member Signature Michelyn Williams Date 8-4-93

Joint Owner or X Lori K. McPhillips Date 8-10-93

Joint Owner or LORI

Trustee #2 Signature _____ Date _____

ID Verified _____

Membership Officer Approval _____ Date _____

APPENDIX C

FILED
SUPERIOR COURT
THURSTON COUNTY

10 AUG 13 19:03

<input type="checkbox"/>	EXPEDITE
<input type="checkbox"/>	No hearing set
<input checked="" type="checkbox"/>	Hearing is set:
Date:	<u>July 26, 2010</u>
Time:	<u>1:30 pm</u>
Judge:	<u>Presiding Judge</u>

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IN THE SUPERIOR COURT OF THE STATE OF WASHINGTON
IN AND FOR THE COUNTY OF THURSTON
FAMILY AND JUVENILE COURT

In re the Estate of,)
)
MICHELYN WILLIAMS,)
)
Deceased.)

No. 10-4-00123-3
ORDER GRANTING
SUMMARY JUDGMENT

This matter came before the Court on June 28, 2010, on Lori McPhillips' *Motion for Summary Judgment*. The Court heard the oral argument of C. Scott Kee, attorney for Lori McPhillips and Sans Gilmore, attorney for Mitchell Williams. The Court also considered the following pleadings and evidence:

1. Motion for Summary Judgment;
2. Declaration of Lori McPhillips;
3. Response to Motion for Summary Judgment;
4. Mitchell Williams Memorandum of Points and Authorities;
5. Reply Brief of Lori McPhillips;
6. Petitioner's Reply to Reply Brief;
7. Declaration of Don Montague;

DITLEVSON RODGERS DIXON, P.S.
ATTORNEYS AT LAW
324 West Bay Drive NW, Suite 201
Olympia, Washington 98502
(360) 352-8311, FAX: (360) 352-8501

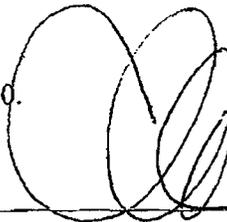
Order Granting Summary Judgment - 1
Estate of Michelyn Williams

1. 8. Declaration of C. Scott Kee; and

2. 9. Supplemental Declaration of Don Montague.

3. Based on the argument of counsel and the evidence presented, the Court finds that no
4. genuine issue of material fact exists with respect to the ownership and status of any account
5. held at Harborstone Credit Union at the time of the Decedent's death. Accordingly, the
6. Court finds as a matter of law that the accounts held by the Decedent at the time of her death
7. were held jointly with rights of survivorship. Further, the Harborstone accounts are not
8. included within the estate of Michelyn Williams and they are not subject to administration
9. under the pending probate action.

10. DATED this 13 ^{August} day of ~~July~~, 2010.

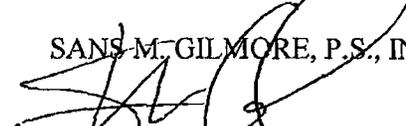
11. 

12. JUDGE

13. DITLEYSON RODGERS DIXON, P.S.

14. SANS M. GILMORE, P.S., INC.

15. 
16. C. SCOTT KEE, WSB #28173
17. Attorney for Lori McPhillips

18. 
19. SANS M. GILMORE, WSB #21855
20. Attorney for Mitchell Williams

21. CERTIFICATE OF TRANSMITTAL

22. The undersigned certifies that on the _____ of July, 2010, she deposited in the US Mail
23. a true and correct copy of the Order Granting Summary Judgment for delivery to counsel of
24. record:

25. Sans M. Gilmore, P.S., Inc.
26. 2646 RW Johnson Blvd. SW, Ste. 100
Tumwater, WA 98512

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

KC Wilkerson

DITLEYSON RODGERS DIXON, P.S.
ATTORNEYS AT LAW
324 West Bay Drive NW, Suite 201
Olympia, Washington 98502
(360) 352-8311, FAX: (360) 352-8501