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COURT OF APPEALS  
DIVISION II

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47657-6-II

IN THE COURT OF APPEALS  
OF THE STATE OF WASHINGTON  
DIVISION I

STATE OF WASHINGTON

BY   
DEPUTY

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SARAH JOHNSON, as Personal Representative of the  
ESTATE OF PHILLIP CUNNINGHAM,

Appellant,

v.

CITY OF TACOMA, a municipality,

Respondent.

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BRIEF OF APPELLANT

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1501 Dock Street  
Tacoma, Washington 98402  
Tacoma: (253) 627-1091

SMITH ALLING, P.S.

C. Tyler Shillito, WSBA #36774  
Morgan K. Edrington, WSBA #46388

Attorneys for Appellant

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**COMES NOW** the Appellant, Sarah Johnson, as Personal Representative of the Estate of Phillip Cunningham, by and through her attorneys of record, C. Tyler Shillito and Morgan K. Edrington of SMITH ALLING, P.S., and submits appellant's brief on appeal as follows:

**I. ASSIGNMENTS OF ERROR**

The trial court erred by dismissing the Estate's claims with prejudice on summary judgment.

**II. ISSUES PRESENTED**

A. Whether the Court committed reversible error when it granted summary judgment dismissing the Plaintiff's claims in light of the genuine issues of material fact regarding:

- (1) the representations made to Mr. Cunningham at the time he completed his retirement paperwork,
- (2) the information which Mr. Cunningham had before him when executing his retirement documents, and
- (3) ultimately, whether Mr. Cunningham intended to forfeit all retirement benefits back to the TERS program and not to his Estate when he died.

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### **III. STATEMENT OF FACTS**

#### **A. FACTUAL HISTORY**

Mr. Cunningham was a long time City of Tacoma (the "City") Employee and participated in the City retirement system, commonly known as TERS. CP 105-106. Mr. Cunningham also had a 30-year estate plan which bequeathed his entire estate to his daughter, Sarah Johnson (f/k/a Sarah Cunningham). CP 105. Mr. Cunningham's Will is subject to probate under Pierce County Cause Number 13-4-00352-2, and has never been challenged. At the time of death, Mr. Cunningham's Estate constituted approximately \$330,000 in value, excluding the funds disputed in this matter. CP 105. His Estate was mostly comprised of two assets: his home, and his TERS retirement plan. CP 105. The retirement plan had approximately \$170,504.89 in value at his time of death. CP 105.

Mr. Cunningham had a close, loving relationship with his only daughter. CP 106. The two would often spend time together. CP 106. Mr. Cunningham would often stop by his daughter's house and fill the refrigerator as a kind gesture for his daughter and her family, which included his five-year-old granddaughter. CP 106. Ms. Johnson was

surprised by her father's sudden death, given their closeness. CP 106.

She experienced no ill-will from him. CP 106.

On December 31, 2011, Mr. Cunningham received a Statement of Account from the City. CP 106. The Statement of Account reflected the then current balance of his TERS account and also stated, "If you do not specifically designate a beneficiary, the default beneficiary will be your estate." CP 111. The statement dated December 31, 2012 showed that Mr. Cunningham had designated no beneficiaries. CP 59. It is undisputed that Mr. Cunningham never designated a specific beneficiary, and that, at that time, his beneficiary was therefore his estate.

Less than a year later, Mr. Cunningham decided to retire. Therefore, on December 3, 2012, Mr. Cunningham completed an Application for Service Retirement ("Application for Retirement"). CP 47-48. On this document, Mr. Cunningham listed "Estate" as his beneficiary designation. CP 48.

Mr. Cunningham officially retired on January 1, 2013. CP 109. On February 10, 2013, Mr. Cunningham committed suicide. CP 106. After Mr. Cunningham's death, the City refused to pay the residual benefits of Mr. Cunningham's retirement account to his Estate, claiming that Mr. Cunningham elected that his entire retirement account go to the City in the event of his death. Thereafter, Ms. Johnson had her father's

will admitted to probate, and was appointed personal representative of his estate. This lawsuit followed. No action to contest the will has ever been filed.

#### **B. PROCEDURAL HISTORY**

The Estate filed the Summons and Complaint on June 26, 2014. After the parties engaged in discovery, the City moved for summary judgment dismissal of the Estate's claims. In response, the Estate moved to strike the supporting Declaration of city employee Marni Moore filed in support of the City's Summary Judgment, arguing that her testimony was barred by the Deadman's Statute. On May 1, 2015, the trial court granted both motions, dismissing the case and striking the Declaration of Ms. Moore.

The Estate timely filed this appeal on May 29, 2015.

### **IV. ARGUMENT**

#### **A. STANDARD OF REVIEW**

Summary judgment is reviewed de novo—the inquiry on appeal is the same as at the trial court. *Lybbert v. Grant County*, 141 Wn.2d 29, 34, 1 P.3d 1124 (2000). The facts, and all reasonable inferences to be drawn from the facts are viewed in the light most favorable to the non-moving party. *In re the Estates of Harvey L. Jones and Mildred I. Jones*, 170 Wn. App. 594, 603, 287 P.3d 610 (2012). A material fact is one that the

outcome of the litigation depends on, in whole or in part. *Atherton Condo. Apartment Owners Ass'n Bd. of Dirs. v. Blume Dev Co*, 115 Wn.2d 506, 516, 799 P.2d 250 (1990). If a moving party, a defendant, meets the initial showing of absence of an issue of fact, the inquiry shifts to the party with the burden of proof at trial. *Young v. Key Parm Inc.*, 112 Wn.2d 216, 225, 770 P.2d 182 (1989). If the party with the burden at trial "fails to make a showing sufficient to establish the existence of an element essential to that party's case, and on which that party will bear the burden of proof at trial, then the court should grant the motion." *Id.* (internal citations omitted).

**B. THE TRIAL COURT ERRED IN DETERMINING NO GENUINE ISSUES OF MATERIAL FACT EXIST**

Genuine issues of material fact exist as to the representations made to Mr. Cunningham, and whether Mr. Cunningham and the City contracted for Mr. Cunningham's Estate to receive the residue of his TERS account; alternatively, questions of fact about as to whether the City has been unjustly enriched by retaining Mr. Cunningham's retirement account after his death.

1. *Genuine issues of material fact exist as to what was represented to Mr. Cunningham and whether those representations were negligent or fraudulent.*

Genuine issues of fact exist as to what was represented to Mr. Cunningham, and what Mr. Cunningham understood those representations

to mean. Mr. Cunningham is not here to rebut the testimony of the City employees. Mr. Cunningham cannot testify that he did or did not clearly understand the effect of his beneficiary designation, nor that he did or did not believe that his Estate would be the beneficiary of his retirement plan when in fact the word "Estate" was written on the Application for Retirement as his beneficiary.

Second, genuine issues of material fact exist as to the representations that were made to Mr. Cunningham prior to his retirement and death. The City contends that Ms. Johnson can point to no evidence regarding the representations by the City; however, the representations of the City as they relate to the beneficiary designation are at issue since the document itself undeniably indicates Mr. Cunningham's beneficiary designation is his "Estate". The City can point to no evidence, other than the self-serving testimony of its employees (which were excluded by virtue of the trial court's order), that Mr. Cunningham understood that writing "Estate" as his beneficiary was insufficient to award his TERS account to his Estate upon death. Mr. Cunningham's reliance is further supported by the evidence that a year prior to retirement, he received a letter stating, "If you do not specifically designate a beneficiary, the default beneficiary will be your estate."

Genuine issues of material fact exist as to the defendant's negligence in the representations made to Mr. Cunningham, and Mr. Cunningham's reliance on those facts. To prove negligent misrepresentation, a plaintiff must prove: (1) the defendant supplied information for the guidance of others in their business transactions that was false; (2) the defendant knew or should have known that the information was supplied to guide the plaintiff in his business transactions; (3) the defendant was negligent in obtaining or communicating the false information; (4) the plaintiff relied upon the false information; (5) the plaintiff's reliance was reasonable; and (6) the false information proximately caused the plaintiff's damages. *Austin v. Ettl*, 171 Wn. App. 82, 286 P.3d 85 (2012) (citing *Ross v. Kirner*, 162 Wn.2d 493, 499, 172 P.3d 701 (2007)).

To the extent the City may have negligently conveyed to Mr. Cunningham that the residue of his retirement account would pass to his Estate upon his death, the City would be liable for negligent misrepresentation. The extent to which the City was negligent in including "Estate" on the Application for Retirement and its retirement documents without further explanation is a question of fact. Similarly, the extent to which Mr. Cunningham would have relied upon that hand written portion of the retirement documents, in conjunction with his long-standing

estate plan is a question of fact. Given that the City is the administrator of the TERS plan, any reliance on the representation that his Estate would be the beneficiary of the residue of his plan, Mr. Cunningham's reliance would have been reasonable. For these reasons, genuine issues of material fact exist which preclude summary judgment on the misrepresentation claim.

Similarly, the extent of the City's representations as to the fraudulent or intentional representations is a question of fact. Fraud or intentional misrepresentation requires proof of: (1) representation of an existing fact; (2) materiality; (3) falsity; (4) the speaker's knowledge of its falsity; (5) intent of the speaker that it should be acted upon by the plaintiff; (6) plaintiff's ignorance of its falsity; (7) plaintiff's reliance on the truth of the representation; (8) plaintiff's right to rely upon the representation; and (9) damages suffered by the plaintiff. *W. Coast, Inc. v Snohomish Cnty.*, 112 Wn. App. 200, 206, 48 P.3d 997 (2002).

Whether the City intentionally misrepresented statements to Mr. Cunningham regarding his beneficiary designation is a question of fact. The City employees state that they informed Mr. Cunningham that an "unmodified" beneficiary designation would mean that his estate and beneficiaries received nothing from his retirement account. The City employees further claim that Mr. Cunningham understood that selection.

This requires the finder of fact to make a credibility determination and accept the testimony of the City employees when there is no written letter to Mr. Cunningham explaining and confirming his selection, Mr. Cunningham had a long-standing estate plan leaving his entire Estate to his daughter, his retirement account was a significant asset of his entire estate, he had one year prior received a letter informing him that no designation would result in his Estate as his beneficiary, and the handwritten portion of the Application for Retirement lists the "Estate" as his beneficiary.

The City argues that Ms. Johnson can point to no evidence to support a claim for misrepresentation. This is the inherent purpose of the deadman's statute: only two parties know what was represented to Mr. Cunningham in the meeting to discuss his retirement benefits, and one of those parties has since died. The lack of evidence propounded by Ms. Johnson inherently arises from the fact that the City alone would have all of the information. Now, the City employees attempt to testify as to the representations made to Mr. Cunningham, even though nothing in writing exists to confirm this. To the extent those statements are not barred by the deadman's statute, the Court must make determinations as to credibility of the witness. The City argued that online materials explain the retirement benefits to Mr. Cunningham, however, the online materials are in conflict

with a handwritten beneficiary designation as “Estate” and there is no evidence that Mr. Cunningham did in fact review and understand those materials, except the City’s excluded testimony that it was “explained” to him. The Court should not make credibility determinations on summary judgment—instead, that is an issue for the finder of fact and doing so constitutes reversible error.

2. *Genuine issues of material fact arise from the ambiguity of the beneficiary designation form completed by Mr. Cunningham and as a result the Estates breach of Contract claim should not be dismissed*

There are genuine issues of material fact as to the existence of, and the terms of, any contract between the City and Mr. Cunningham. To the extent Mr. Cunningham and the City may have formed a contract for the payment of his residual retirement benefits to his Estate; the City would have breached that contract by failing to pay the Estate the residual proceeds.

The ambiguity on the retirement selection forms alone create a question of fact such that this Court should not enter summary judgment. The City claims that Mr. Cunningham knowingly selected a retirement plan that would leave nothing for his beneficiaries and everything to the city, but has no clear evidence of this claim, in fact the only document signed by the decedent says otherwise.

The purpose of a court in interpreting a contract is to ascertain the intent of the parties. *Berg v. Hudesman*, 115 Wn.2d 657, 801 P.2d 222 (1990). If a court is ambiguous on its face, the court will look to other evidence of the parties' intent, and the objective of the contract, the circumstances of its making, the subsequent conduct of the parties and the reasonableness of each parties' interpretation. *Id.* See *St. Yves v. Mid State Bank*, 111 Wn.2d 374, 757 P.2d 1384 (1988). A court construes ambiguous language of a contract against the drafter. *Id.* (citing *Guy Stickney, Inc v Underwood*, 67 Wn.2d 824, 410 P.2 7 (1966)).

The language on the Application for Retirement and other retirement documents is ambiguous. The Application for Retirement where it is handwritten that Mr. Cunningham's beneficiary will be his "Estate" also includes the checked box "unmodified." There is no explanation as to what "unmodified" means on the documents signed by Mr. Cunningham. These two sections are clearly ambiguous, especially now in light of the City's explanation. Even more perplexing in light of the cities claims, is that only one year prior to his retirement, Mr. Cunningham received a statement of his retirement account which informed him that without action, his estate would be the beneficiary of his TERS account. The box selected on the Application for Retirement states that his plan is "unmodified." This document also lists his Estate as

a beneficiary. At a minimum, this is an ambiguity that precludes summary judgment, since the document's face simply reads that no change is being made. At most, this is an ambiguity that, construed against the drafter the City, supports awarding the TERS account to Mr. Cunningham's estate.

There is a genuine issue of material fact as to the contractual relationship between the parties and the City's breach.

3. *Genuine issues of material fact exist regarding the equitable claims made in this case, and as a result summary judgment dismissal was an error.*

The equities preclude summary judgment on Mr. Cunningham's unjust enrichment claim. In this matter the Estate asserted that the City was unjustly enriched.

Based upon the clear ambiguity of the underlying documents and the alleged representations made, and finally on the amount of money which was actually received by Mr. Cunningham his Estate is entitled to the value of the benefit retained absent any contractual relationship because notions of fairness and justice require it. See *Bailie Comm'ns, Ltd. v. Trend Bus. Sys., Inc.*, 61 Wn.App. 151, 160, 810 P.2d 12 (1991) ("Unjust enrichment occurs when one retains money or benefits which in justice and equity belong to another.").

In such situations a quasi contract is said to exist between the parties. *Young v. Young*, 164 Wn. 2d 477, 484, 191 P.3d 1258, 1262

(2008) (citing *Bill v. Gattavara*, 34 Wn.2d 645, 650, 209 P.2d 457 (1949) (stating “the terms ‘restitution’ and ‘unjust enrichment’ are the modern designations for the older doctrine of ‘quasi contracts.’ ”)); *State v. Cont'l Baking Co.*, 72 Wn.2d 138, 143, 431 P.2d 993 (1967) (“ ‘If the defendant be under an obligation, from the ties of natural justice, to refund; the law implies a debt, and gives this action, founded in the equity of the plaintiff’s case, as it were upon a contract, (quasi ex contractu) ....’ ”) (internal quotation marks omitted) (quoting *State ex rel. Employment Sec. Bd. v. Rucker*, 211 Md. 153, 157–58, 126 A.2d 846 (1956) (quoting *Moses v. Macferlan*, 2 Burr. 1005, 97 Eng. Rep. 676, 678 (1760))).

Proof of unjust enrichment must be established by three elements:

(1) a benefit conferred upon the defendant by the plaintiff; (2) an appreciation or knowledge by the defendant of the benefit; (3) and the acceptance or retention by the defendant of the benefit under such circumstances as to make it inequitable for the defendant to retain the benefit without the payment of its value. *Young*, 164 Wn. 2d at 484.

The City would be unjustly enriched by retaining the entirety of Mr. Cunningham’s retirement account. Mr. Cunningham was a City employee for 24 years. He received one retirement check before his suicide, and his Estate received none of the residue of the retirement funds. Because the City retained nearly all of Mr. Cunningham’s

retirement account the City was unjustly enriched by Mr. Cunningham's unfortunate death and the ambiguity in its retirement documents. To this end, genuine issues of material fact exist as to the knowledge or appreciation by the City of the benefit conferred by Mr. Cunningham. Undisputedly, the City retains the benefit of this circumstance—having paid only one retirement payment to Mr. Cunningham before his death. As a result the Court committed reversible error by dismissing this claim.

**C. INTENT OF THE DECEDENT WAS TO LEAVE ALL ASSETS TO HIS ESTATE**

Mr. Cunningham's clear intent to leave his entire retirement account to his Estate is consistent with Mr. Cunningham's long-standing Estate plan. Had the TERS account been a traditional non-probate asset held by a disinterested third party (such as a bank), a dispute over the proper beneficiaries to that non-probate asset would be between the purported beneficiaries—the disinterested third-party institution would not enter the equation, despite being the party holding the asset. In this circumstance, the City claims to occupy two roles: both that of the third-party holding the asset and the alternative beneficiary.

It is frankly amazing that the City can say it is "clear" that Mr. Cunningham wanted the City to receive the money, when on the face of its

own documents Mr. Cunningham stated he wanted his beneficiary designation to be his estate.

Beneficiary Designation -- You must designate at least one primary beneficiary					
Designation		Full name of person(s) or estate		Address	
<input type="checkbox"/> Primary <input type="checkbox"/> Contingent		Estate		Street	
Relationship		Social Security No.	Date of Birth	City	State Zip Code
<input type="checkbox"/> Primary <input type="checkbox"/> Contingent				Street	
Relationship		Social Security No.	Date of Birth	City	State Zip Code

You may designate more than one beneficiary. If you do, the funds will be divided equally among all named beneficiaries unless otherwise specified or required by law. Your primary beneficiary(ies) will receive any monies in your account at the time of your death. If your primary beneficiary(ies) is(are) unable to accept the distribution, your contingent beneficiary(ies) will receive the distribution.

Ultimately, (1) the handwritten indication of the "Estate" as the beneficiary in conjunction with (2) the "unmodified" section of the same form, and (3) communication to Mr. Cunningham that no designation of the beneficiary of his TERS account would automatically default to his estate as the beneficiary, create a genuine issue of material fact as to Mr. Cunningham's intention to designate his Estate to receive the remainder of his TERS account.

**D. THE RETIREMENT DOCUMENTS COMPLETED BY MR. CUNNINGHAM DO NOT ALTER HIS WILL, NOR WAS A WILL CONTEST FILED.**

RCW 11.12.020 provides, among other things, that all wills have two witnesses. The Retirement Documents presented by the City do not qualify as a will and cannot by operation of law operate to cause a different disposition of the decedents assets. Further even if the city disputed the estate plan set up by Mr. Cunningham it did not initiate a will

contest action to overturn the decedent's will, which gives all of his estate to his daughter.

As a result, the City's attempt to argue that the retirement documents are any sort of will in the form of a beneficiary designation to itself is not supported by the law.

Washington courts have addressed this issue in the past.

Where the provision of an instrument, in the form of a deed or contract, postponing its taking effect until after the death of the grantor, is construed as passing a present interest to the grantee, the instrument is a deed or a contract. Where, however, the provision postponing its taking effect until after the death of the grantor is construed as passing an interest not to take effect until the death of the grantor or maker of the instrument, the instrument is testamentary in character, notwithstanding that, in form, it may be a deed or contract. That is to say, the rule is that an instrument containing a provision postponing its taking effect until after the maker's death, which passes an interest that is revocable and ambulatory, is testamentary in character.

*In re Murphy's Estate*, 193 Wash. 400, 75 P.2d 916, 926 (1938), *adhered to on reh'g*, 81 P.2d 779 (1938) (citing Annotations, 11 A.L.R. 39; Annotations, 76 A.L.R. 640); *Young v. O'Donnell*, 129 Wash. 219, 224 P. 682. (emphasis added).

In this instance the provisions in Mr. Cunningham's paperwork clearly called out the effect of the "contract" as occurring at death, not at the time it was executed or some earlier date.



**City of Tacoma**  
**Tacoma Employees' Retirement System (TERS)**  
 3628 S. 35<sup>th</sup> St., Tacoma, WA 98409 • P.O. Box 11107, Tacoma, WA 98411-6007

Office: (253) 502-8200  
 Fax: (253) 502-8660

**Application For Service Retirement**

<b>Applicant Information</b>		Member/Retiree No. <u>16525, 205318</u>	
First Name <u>Philip</u>	Middle Initial	Last Name <u>Cunningham</u>	Social Security Number <u>[REDACTED]-0104</u>
Mailing Address <u>830 W. Valley Hwy E</u>		City <u>Edgewood</u>	State <u>WA</u> Zip Code <u>98522</u>
Telephone Number (daytime) <u>253-863-0001</u>	Telephone Number (evening)	Date of Birth <u>7/15/51</u>	
Marital Status <input checked="" type="checkbox"/> Single <input type="checkbox"/> Married	Title of Position <u>Water Control Station Operator</u>	Department <u>Water</u>	

**Benefit Options -- check one**

Effective Date of Retirement 1/1/13

UNMODIFIED  A  B  C-5  C-10  D  E  F

**Additional Options -- (check if applicable)**

I  DO /  DO NOT elect the Social Security Modification per Section 130.662

I  DO /  DO NOT wish to withdraw my accumulated overtime contributions (See page 2)

1/13 I  DO /  DO NOT wish to withdraw my accumulated additional contributions

I  DO /  DO NOT have portability under RCW 41.54

I  DO /  DO NOT wish to purchase time and have over five years of City service credit (See page 2)

**Beneficiary Designation -- You must designate at least one primary beneficiary.**

Designation	Full name of person(s) or estate		Address			
Primary <input type="checkbox"/>	<u>Estate</u>		Street			
Relationship	Social Security No.	Date of Birth	City	State	Zip Code	
Primary <input type="checkbox"/>	Contingent <input type="checkbox"/>		Street			
Relationship	Social Security No.	Date of Birth	City	State	Zip Code	

You may designate more than one beneficiary. If you do, the funds will be divided equally among all named beneficiaries unless otherwise specified or required by law. Your primary beneficiary(ies) will receive any monies in your account at the time of your death. If your primary beneficiary(ies) is/are unable to accept the distribution, your contingent beneficiary(ies) will receive the distribution.

**Electronic Deposit Bank Information (Enclose a blank voided check or direct deposit slip)**

Bank Name <u>BCU</u>	<input checked="" type="checkbox"/> Checking Account
Routing Number <u>326081403</u>	<input type="checkbox"/> Savings Account
	<u>[REDACTED]</u> <u>1831</u>

For multiple bank accounts, complete a separate Electronic Deposit Authorization Form and attach to application.

CP 47. This document, clearly says “[y]our primary beneficiary(ies) will receive any monies in your account at the time of your death.” As a result this documents disposition is effective “at the time of your death” and operates like a testimonatory disposition. As a result, since the document itself does not meet the clear standards found in RCW 11.12.020 it cannot control over Mr. Cunningham’s valid will, even if the court found that its

provisions provided for a disposition other than the “Estate” designation identified clearly on the first page. It was, therefore, reversible error for the Court to grant Summary Judgment or make a determination as a matter of law that the Estate designation caused anything other than the account to pass to the Decedents estate.

**E. THE ESTATE IS THE PROPER PARTY TO THIS SUIT**

The Estate does not believe that the Court dismissed its claims based upon the improper party standard articulated by the City. However to the extent that the Court did so, the Estate addresses that issue as follows.

Simply put the City improperly claims Ms. Johnson does not have standing to bring claims for negligent or fraudulent misrepresentation. However, Ms. Johnson is not suing in her individual capacity. Instead, she is bringing a claim against the City as the Personal Representative of the Estate of Phillip Cunningham. The personal representative of an estate may pursue claims that belonged to the estate or the decedent. *See* RCW 11.48.090. The representations regarding the disposition of the proceeds of Mr. Cunningham’s retirement account to the Estate was made for the Estate’s benefit. *Compare Esca Corp v. KPMG Peat Marwick*, 135 Wn.3d 820, 833, 959 P.2d 651 (1998). The Estate is a party in interest for

purposes of determining what assets are to become Estate assets, and the appointed Personal Representative is the property party to prosecute such action.

#### **V. CONCLUSION**

The Court committed reversible error when it dismissed the Estate's claims in their entirety. The Estate presented sufficient evidence to show the existence of a genuine issue of material fact, and was entitled to all reasonable inferences based on the evidence presented. The Court erred in dismissing the Estate's claims on summary judgment. The Estate requests that this Court reverse the trial court's summary judgment, and remand this matter for trial.

RESPECTFULLY SUBMITTED this 28th day of August, 2015.

SMITH ALLING P.S.



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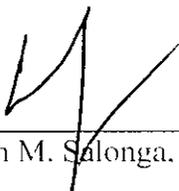
C. Tyler Shillito, WSBA #36774  
Morgan K. Edrington, WSBA #46388  
Attorneys for Appellant

## CERTIFICATE OF SERVICE

I hereby certify that on the 28th day of August, 2015, I caused to be served a true and correct copy of [this] Brief of Appellant upon counsel of record, via the methods noted below, properly addressed as follows:

Ms. Margaret Elofson	<input checked="" type="checkbox"/>	Hand Delivery
Tacoma City Attorney	<input type="checkbox"/>	U.S. Mail
Civil Division	<input type="checkbox"/>	Overnight Mail
747 Market Street, Room 1120	<input type="checkbox"/>	Facsimile
Tacoma, WA 98402	<input checked="" type="checkbox"/>	Email
Phone: 253-591-5885		
Fax: 253-591-5775		
Email: margaret.elfson@ci.tacoma.wa.us		

DATED this 28 day of August, 2015.

  
\_\_\_\_\_  
Joseph M. Salonga, Legal Assistant