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SUPREME COURT  
STATE OF WASHINGTON

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BY RONALD R. CARPENTER

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SUPREME COURT OF THE STATE OF WASHINGTON

**CHERYL FORBES and COLLEEN MYERS,**

Petitioner,

vs.

**AMERICAN BUILDING MAINTENANCE COMPANY WEST;  
ABM JANITORIAL SERVICES;  
ABM INDUSTRIES INC.,**

Defendants,

and

**MARY E. SCHULTZ & ASSOCIATES, P.S.,**

Respondent.

SUPREME CT. NO. 82950-1

**RESPONDENT'S STATEMENT OF ADDITIONAL AUTHORITIES**

RAP 10.8

Respondent **Mary Schultz** submits the following Statement of Additional Authorities per RAP 10.8:

**PREJUDGMENT INTEREST**

*Shoemaker ex rel. Guardian v. Ferrer*, 168 Wn.2d 193, 198, 202, 225 P.3d 990 (2010) holds that prejudgment interest is designed to compensate a party owed funds for the lack of the use value of those funds during a dispute.

*Hansen v. Rothaus*, 107 Wn.2d 468, 472-473, 730 P.2d 662 (1986) defines a liquidated claims as one where a person owing funds to another can ascertain the amount owed from a contract. It further holds that where a person so owing funds to another deprives that party of the use value of such funds while disputing what is owed, prejudgment interest is proper. <sup>1</sup>

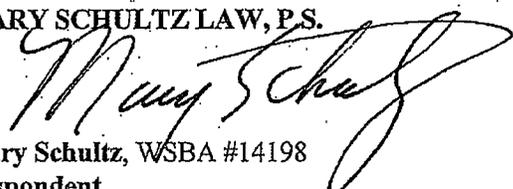
**SATISFACTION OF JUDGMENT/ACCORD AND SATISFACTION**

*Buob v. Feenaughty Machinery Co.*, 191 Wash. 477, 489, 71 P.2d 559 (1937) holds that an accord and satisfaction is the substitution of another agreement between the contracting parties in satisfaction of a former agreement.

*Rosen v. Ascentry Technologies, Inc.*, 143 Wn. App. 364, 370, 177 P.3d 765 (2008) holds that a settlement agreement is presumed to be an executory accord, not the substituted contract.

DATED this 25<sup>th</sup> day of June, 2010.

MARY SCHULTZ LAW, P.S.



Mary Schultz, WSBA #14198

Respondent

Mary Schultz Law, P.S.

111 S. Post Street, Penthouse 2250

Spokane, WA 99201

(509) 458-2750

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<sup>1</sup> This case is cited in Petitioner's brief but not in Respondent's, and is thus included herein as a Respondent's authority.

**CERTIFICATE OF SERVICE**

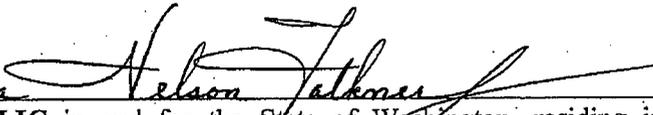
The undersigned hereby certifies that she is a person of such age and discretion as to be competent to serve papers.

On the 25<sup>th</sup> day of June, 2010, I served via email a copy of the foregoing **Respondent's Statement of Additional Authorities** upon the Attorneys for Petitioner, Cheryl Forbes, to Mr. Kenneth Kagan at kagan@carneylaw.com, Mr. Bryce Wilcox at bwilcox@lukins.com, and Mr. Michael Franklin at mfranklin@lukins.com.



**TINA REHM**

SUBSCRIBED AND SWORN to before me this 25<sup>th</sup> day of June, 2010.



**DIANA NELSON-FALKNER**, Notary Public in and for the State of Washington, residing in Spokane. My commission expires: 04/01/12.