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STATE OF WASHINGTON  
KING COUNTY SUPERIOR COURT

Garrett MADISON, an individual, and  
MADISON MOUNTAINEERING LLC, a  
Washington Limited Liability Company,

Plaintiffs,

v.

Zachary F. BOOKMAN, an individual,

Defendant.

Cause No. 20-2-12184-3

**STIPULATED [PROPOSED]  
FINAL JUDGMENT**

Plaintiffs Garrett Madison and Madison Mountaineering LLC  
("Madison Mountaineering") on the one hand, and Defendant Zachary F. Bookman on the other  
hand (collectively, the "Parties"), wish to resolve all claims arising out of Madison  
Mountaineering's August 2, 2021 Complaint for Declaratory Judgment. To effectuate the  
dismissal of this matter with prejudice, the Parties therefore file the following stipulated facts and  
Final Judgment.

**STIPULATED FACTS**

1. Plaintiff Garrett Madison began guiding professionally in 1999; Madison  
Mountaineering is Mr. Madison's company. As an Expedition Leader, Mr. Madison has personally  
led 70+ climbers (clients) to the summit of Everest since 2009, more than any other Western  
mountain guide.

1           2.     On July 13, 2019, Defendant Zachary Bookman inquired about joining Madison  
2 Mountaineering’s Fall 2019 Mount Everest expedition. Mr. Bookman joined the Expedition after  
3 signing a contract that provided, generally, that Mr. Madison and Madison Mountaineering LLC  
4 had the exclusive authority to make all decisions regarding the health, safety, and welfare of the  
5 expedition.

6           3.     In early September 2019, Mr. Madison, Sherpa, other staff, and expedition  
7 members (including Mr. Bookman) departed Kathmandu for Everest.

8           4.     During one of the first days of climbing, Sherpa discovered a very large serac (in  
9 essence, a massive ice cube) – this one estimated to be the size and weight of 675 fully loaded  
10 eighteen-wheelers – on a high cliff above the climbing route.<sup>1</sup> Telephoto and drone images  
11 confirmed the serac might collapse at any moment, almost certainly killing everyone in its path;  
12 Madison Mountaineering and other expeditions on the mountain immediately stopped their  
13 ascents.<sup>2</sup>

14           5.     Madison Mountaineering’s decision to pause was informed by the 2014 Mount  
15 Everest disaster in which a serac fell and killed 16 Sherpa; National Geographic deemed the 2014  
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19 <sup>1</sup>Stefan Nestler, Mount Everest: When the Serac Threatens, ABENTUEUR-BERG [ADVENTURE MOUNTAIN]  
20 (October 2, 2019) <https://abenteuer-berg.de/en/mount-everest-when-the-serac-threatens/> (last visited, December 13,  
21 2021) (“Polish ski mountaineer Andrzej Bargiel, who photographed the shaky ice tower, estimates the icy monster to  
22 be 50 meters high and 30 meters wide. If we take these values as a basis and assume a depth of 20 meters based on  
23 the proportions in Bargiel’s photo, the volume would be about 30,000 cubic meters. Ice weighs around 900 kilograms  
per cubic meter, giving us a total weight of about 27,000 tons – equivalent to 675 fully loaded 40-ton trucks. No  
wonder that some fall climbing teams have already broken down their tents at Everest Base Camp because of the  
threatening giant serac. “Walking underneath through the Icefall is extremely dangerous. Unfortunately I will and can  
not [sic] accept this kind of risk. The serac can break and fall anytime and this stops us from pushing forward,” Andrzej  
Bargiel explained on Facebook his reasons for the departure from the base camp. “Unfortunately sometimes there is  
something like that, you have to estimate the risk and if it’s too high you have to say ‘stop’.”)

24 <sup>2</sup> Mountain Hardwear and Tim Emmett’s Smart Decisions on Everest, GRIPPED, THE CLIMBING MAGAZINE (October  
25 8, 2019) <https://gripped.com/profiles/mountain-hardwear-and-tim-emmetts-smart-decisions-on-everest/> (last visited,  
26 December 13, 2021) (“The fixed-line route traversed under a number of massive glaciers with threatening seracs. The  
27 Sherpas reached camp one, but on their return noticed a nearly 100-metre tall dangling serac above their route. The  
Polish team used their drone to fly above to take images, which revealed that the serac appeared to be closer to falling  
off. The last time a serac collapsed was on April 14, 2014; it killed 16 Sherpas. The new dangerous serac was bigger  
and higher on the mountain. The experts in base camp anticipate it would do far more damage.”)

1 incident “the worst accident in the history of Everest mountaineering.”<sup>3</sup> Experts in base camp  
2 anticipated the 2019 serac would do far more damage because it was bigger and higher on the  
3 mountain. Mr. Bookman was not intimately familiar with the 2014 disaster at the time he was in  
4 basecamp for Madison Mountaineering’s Fall 2019 Mount Everest expedition.

5           6.       During the pause, all but one other expedition chose to abandon their expeditions  
6 and leave for home. Mr. Madison and Mr. Bookman decided to wait it out and see if the serac  
7 might fall uneventfully during the hiatus, which would allow the expedition to resume. The serac  
8 did not fall during the wait.<sup>4</sup>

9           7.       Madison Mountaineering’s decision to pause and ultimately conclude its Fall 2019  
10 Mount Everest expedition was made solely to protect the health, safety, and welfare of expedition  
11 members, guides, Sherpa, and other mountain professionals. Although Mr. Bookman questions  
12 Madison Mountaineering’s considerations in this regard, Mr. Bookman hereby stipulates for  
13 purposes of resolving this matter that these were the only reasons to pausing and concluding the  
14 expedition, and further acknowledges that stipulation is final and conclusive.

15           8.       In the final tally for the Fall 2019 Mount Everest season, not one person summited.

16           9.       On January 21, 2020, Madison Mountaineering received a letter from  
17 Mr. Bookman’s attorney demanding a refund (the “Demand Letter”). Prior to receiving this letter,  
18 Madison Mountaineering had offered Mr. Bookman a credit for a future Madison Mountaineering  
19 expedition, but Mr. Bookman declined.

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21 <sup>3</sup> Mark Jenkins, [Historic Tragedy on Everest. With 13 Sherpas Dead in Avalanche](https://www.nationalgeographic.com/news/2014/4/140418-everest-avalanche-sherpa-killed-mountain/), NATIONAL GEOGRAPHIC  
22 (April 19, 2014), [https://www.nationalgeographic.com/news/2014/4/140418-everest-avalanche-sherpa-killed-](https://www.nationalgeographic.com/news/2014/4/140418-everest-avalanche-sherpa-killed-mountain/)  
23 [mountain/](https://www.nationalgeographic.com/news/2014/4/140418-everest-avalanche-sherpa-killed-mountain/) (last visited, December 13, 2021)(“The worst accident in the history of Everest mountaineering occurred  
24 Friday morning at approximately 6:30 (Nepal time) on the south side of the world's highest peak. Thirteen Sherpas  
25 are reported dead, with at least three missing and several injured. The Sherpas were killed in the notorious Khumbu  
26 Icefall by an avalanche that fell from the hanging glaciers along the West Shoulder.”)

27 <sup>4</sup> Kraig Becker, [Himalaya Fall 2019: Season Nears End as Teams Leave Everest and Dhaulagiri](https://adventureblog.net/2019/10/himalaya-fall-2019-season-nears-end-as-teams-leave-everest-and-dhaulagiri.html), THE ADVENTURE  
BLOG (October 14, 2019), [https://adventureblog.net/2019/10/himalaya-fall-2019-season-nears-end-as-teams-leave-](https://adventureblog.net/2019/10/himalaya-fall-2019-season-nears-end-as-teams-leave-everest-and-dhaulagiri.html)  
[everest-and-dhaulagiri.html](https://adventureblog.net/2019/10/himalaya-fall-2019-season-nears-end-as-teams-leave-everest-and-dhaulagiri.html) (last visited December 13, 2021) (“Last week, the final two teams gave up and went home,  
in part due to the serac but also because of ongoing difficult weather. The Madison Mountaineering squad was down  
to just Garrett Madison himself and one client at that point, but the two men had waited patiently with the hopes that  
they could get a crack at the summit. Unfortunately that didn’t happen, and with the serac still locked in place they  
decided to pull the plug on the expedition.”)

1           10.     In his Demand Letter, Mr. Bookman’s then-attorney (who is not Mr. Bookman’s  
2 current attorney) wrote that “the climb should [have] happened”. That attorney further  
3 hypothesized that Mr. Bookman was not guided high on Mount Everest because “the expert  
4 Sherpas and ice fall doctors advertised and promised were clearly lazy and inefficient.”  
5 Mr. Bookman is sorry for that statement.

6           11.     On February 4, 2020, in response to Mr. Bookman’s Demand Letter, Madison  
7 Mountaineering served Mr. Bookman with a copy of this lawsuit (“Washington Action”) but did  
8 not file the lawsuit in court.

9           12.     On March 27, 2020, Mr. Bookman filed a lawsuit in a California State court,  
10 seeking \$100,000 and making allegations similar to those in his Demand Letter (“California  
11 Action”).

12           13.     On August 4, 2020, Garrett Madison and Madison Mountaineering filed this  
13 Washington Action in a Seattle court, having served the lawsuit upon Mr. Bookman on February 4  
14 as noted above. This Washington Action is a Washington State Declaratory Judgment action, filed  
15 pursuant to the Uniform Declaratory Judgments Act. While the complaint speaks for itself, very  
16 generally, Garrett Madison and Madison Mountaineering filed this lawsuit to obtain a judicial  
17 declaration that they have no liability for the claims alleged in the Demand Letter or in the  
18 California Action, and further to declare that they are the “prevailing parties” and “successful  
19 parties” within the meaning of Washington law and authorities.

20           14.     Eventually, on September 29, 2020, a California judge dismissed the California  
21 Action for improper forum and ordered Mr. Bookman to pay Mr. Madison’s court costs, which  
22 Mr. Bookman paid in due course; this Washington Action continued on.

23           15.     Having exchanged information in the course of this Washington Action, the parties  
24 now agree:

- 25                   a.   that Mr. Bookman assumed weather, safety and other  
26                         risks associated with Madison Mountaineering’s Fall  
27                         2019 Mount Everest expedition;

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- b. that Mr. Bookman had no right to a refund in connection with Madison Mountaineering's Fall 2019 Mount Everest expedition;
  - c. that Mr. Bookman's previous attorney should not have used the phrase, "the expert Sherpas and ice fall doctors [ ] were clearly lazy and inefficient"; and
  - d. that the fear of lawsuits and the financial repercussions from lawsuits can lead to injuries, illnesses, and fatalities for clients, guides, Sherpa, and other mountain professionals.

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### JUDGMENT

14 The Court, having reviewed the records and files herein and being otherwise fully advised in the premises, hereby ORDERS as follows:

15 16. This Court has subject matter and personal jurisdiction over the Parties.

16 17. As a result of the acts described in Garrett Madison and Madison  
17 Mountaineering LLC's August 4, 2020 "Complaint for Declaratory Judgment", there existed a  
18 controversy appropriate for resolution by a declaratory judgment.

19 18. Pursuant to RCW 7.24.010 et, seq., this Court has the "power to declare rights,  
20 status and other legal relations whether or not further relief is or could be claimed."

21 GOOD CAUSE APPEARING THEREFORE, it is hereby ORDERED that JUDGMENT  
22 is hereby entered, pursuant to CR 54, in favor of Plaintiffs Garrett Madison and Madison  
23 Mountaineering LLC, and against Zachary F. Bookman, as follows:

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- a. Mr. Bookman shall receive no refund, damages, or other financial compensation or consideration of any kind in connection with the Expedition, the Demand Letter, the California Lawsuit, or for any other reason whatsoever.

1 b. Madison Mountaineering and Mr. Madison are the “prevailing  
2 parties” and “successful parties” in this declaratory-judgment action  
3 within the meaning of Washington State law and legal authority.

4 c. Mr. Bookman is not the “prevailing party” and “successful party” in  
5 this declaratory-judgment action within the meaning of Washington  
6 State law and legal authority.

7 This action is dismissed with prejudice. The parties are precluded from asserting any claim  
8 that is in any way arising out of or related to the subject matter of this action or that could have  
9 been asserted in this action. Each party shall bear his or its own attorneys’ fees and costs.

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11 DONE IN OPEN COURT this 21 day of December, 2021.

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15 The Honorable Samuel Chung

16  
17 *Presented by:*  
18 BAKER & HOSTETLER LLP

19 s/Douglas A. Grady  
20 Douglas A. Grady, Esq., WSBA #36,100  
21 999 Third Avenue, Suite 3900  
22 Seattle, Washington 98104  
23 T +1.206.566.7120  
24 *Attorneys for Garrett Madison and Madison Mountaineering LLC*

25 YANICK LAW & DISPUTE RESOLUTION PLLC

26 s/ Miles A. Yanick  
27 Miles A. Yanick, Esq., WSBA #26,603  
701 Fifth Avenue, Suite 3420  
Seattle, Washington 98104  
T: +1.206.455.5294  
*Attorneys for Defendant Zachary F. Bookman*