No. 97594-9

SUPREME COURT
OF THE STATE OF WASHINGTON

In re the Marriage of:

GEORGE CHIGI III,

Petitioner,

and

CAMILLE DiCLERICO (f/k/a CHIGI),

Respondent.

ANSWER TO PETITION FOR REVIEW

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A. Relief Requested.

Respondent Camille DiClerico asks this Court to deny review of the Court of Appeals' unpublished decision affirming the trial court's 2017 ruling concluding that collateral estoppel and res judicata barred petitioner George Chigi's motion to vacate a 2010 order clarifying the parties' 1999 dissolution decree.

B. Restatement of Case.

1. The parties' agreed 1999 dissolution decree established a formula for spousal maintenance based on the husband's combined military retirement and VA disability benefits.

Respondent Camille DiClerico and appellant George Chigi, both now age 75, divorced on September 30, 1999, after a 30-year marriage. (CP 15-25) During the marriage, Mr. Chigi served in the U.S. Army until he retired in 1991, and thereafter worked for the federal government. (CP 245)

In their agreed dissolution decree, all of Ms. DiClerico's retirement accounts and Mr. Chigi's Thrift Savings Plan and IRA were divided 53/47 in Ms. DiClerico's favor; Mr. Chigi was then awarded 100% of his federal pension, VA disability benefits, and military retirement. (CP 16-18) Mr. Chigi agreed to pay lifetime spousal maintenance to Ms. DiClerico because the parties' frequent moves to accommodate his career had limited Ms. DiClerico's ability

to accrue her own individual retirement. (CP 317-18) Also, Ms. DiClerico's monthly income was less than Mr. Chigi, who by the time of divorce was receiving both employment income and the monthly military benefits that were part of his property award. (CP 318-19)

Mr. Chigi's maintenance obligation had two phases. During phase one, starting in October 1999, Mr. Chigi paid Ms. DiClerico (who was still working) maintenance of $2,000 per month. (CP 20) During phase two, starting in June 2008 (when both parties were age 65), Mr. Chigi paid maintenance to Ms. DiClerico based on a formula: half of "the net amount of the husband's current combined VA disability retirement and military retirement." (CP 20)

The parties agreed maintenance could not be modified, and that the maintenance award "shall not be affected by any change in the husband's current disability status." (CP 20) The parties do not dispute their intent was to "insure that [Ms. DiClerico's] support would not change, regardless of [Mr. Chigi's] ability to manipulate his retirement and VA disability payments." (CP 115; *see also* CP 53-54) As Mr. Chigi later stated, "I therefore agreed to the language in the Decree to make it clear that, regardless of what I received in VA disability payments, it would not affect what Camille received over all in maintenance each month." (CP 54)

Contrary to the claim in the petition (Petition 5), the parties did not "anticipate" that maintenance under phase two would be limited to "under $2,000." Nor is there any support in the record for such "anticipation." In fact, once phase two started in June 2008, Mr. Chigi without prompting increased his monthly maintenance payment from $2,000 to $2,208. (*See* CP 38, 249)

2. A dispute arose in 2009 when the husband changed his disability status to include CRSC, impacting the maintenance formula.

Mr. Chigi made changes to his military benefits after phase two of his maintenance obligation commenced. First, Mr. Chigi requested, and was granted, an increase in his "service connected" VA disability compensation. (*See* CP 249) Second, Mr. Chigi, requested, and was approved for, Combat-Related Special Compensation (CRSC), asserting that the "same disabilities that give rise to my VA disability payments" also made him eligible for CRSC. (CP 52, 249-50)

In July 2009, Ms. DiClerico brought an action to enforce the dissolution decree, because the parties disputed how Mr. Chigi's maintenance obligation should be calculated in light of the changes made to his military benefits. (CP 40) Ms. DiClerico asserted that Mr. Chigi's receipt of CRSC reduced his combined VA disability

benefits and military retirement pay, undermining the expressed intent of the agreed 1999 decree that her maintenance award "shall not be affected by any change in the husband's current disability status." (CP 20, 112-13) Mr. Chigi took the position at the 2009 hearing that CRSC did not reduce his VA disability benefits or military retirement pay, and that Ms. DiClerico was not entitled to any share of the CRSC pay because the CRSC program, which had been created in 2002, "did not even exist at the time the Decree was entered by us by agreement." (CP 50-52) Further, Mr. Chigi argued that CRSC is protected by federal law, and "in the absence of my agreement, this court has no legal authority whatsoever to invade my CRSC payments." (CP 53)

The court at the 2009 hearing found that it had inadequate information on the relationship between CRSC, VA disability, and military retirement. The court granted a six-month continuance for the parties to obtain information from the military regarding the relationship between these benefits. (CP 122, 131, 136, 285)

3. Neither party appealed the 2010 order clarifying the maintenance formula.

At the second hearing in March 2010, Mr. Chigi acknowledged that "switching" his "retirement benefits [ ] to Combat Related

Special Compensation" resulted in a "smaller" retirement payment (CP 1440-41), and "[e]xclusion of CRSC benefits from any maintenance calculation would [ ] reduce what [Ms. DiClerico] actually bargained for and was previously entitled to" before he had elected to receive CRSC. (CP 144-45) Ms. DiClerico agreed, but the parties disputed exactly how the formula should be defined. On March 19, 2010, the court ordered that "the husband shall pay the wife one half of the funds received without offset for taxes from his CRSC and VA disability and military retirement payments (DFAS) each month. Currently payment is $3,142.78." (CP 216) Neither party sought revision of this order; neither party appealed.

Neither the 1999 decree nor 2010 order required Mr. Chigi to pay maintenance from any specific source. By 2010, Mr. Chigi was receiving $10,777 every month from all sources, including $5,346 from VA disability and CRSC, $901.77 from his military retirement, plus other amounts from social security, rental income, federal retirement, and his share of Ms. DiClerico's retirement. (*See* CP 413-17) Mr. Chigi could pay Ms. DiClerico's maintenance of $3,143 from any source, without using his CRSC pay or VA disability.

4. The trial court in 2017 denied husband's motion to vacate the 2010 order based on the same arguments made for the 2009 and 2010 hearings.

Nearly 7 ½ years after the 2010 order was entered, Mr. Chigi filed a CR 60(b)(11) motion asking the court to "clarify, review, or vacate" the 2010 order. (CP 230) His 2017 motion was based on grounds nearly identical to those raised at the 2009 and 2010 hearings. Mr. Chigi once again argued that CRSC benefits had not been awarded to Ms. DiClerico in the agreed decree; that CRSC was not the same as VA disability or military retirement; that CRSC is not divisible in divorce; and that CRSC benefits are protected by federal law. (*See* CP 52-53, 55 (2009); CP 142, 144 (2010); CP 235, 236-37, 242 (2017))

Mr. Chigi complained that the 2010 order has "since had the effect of automatically doubling the amount Ms. DiClerico receives each month without a cap from what was required in the Decree" (CP 230) – a complaint he reiterates in this Court. (Petition 10) In fact Mr. Chigi's monthly maintenance payment increased less than $300, from $3,142.78 in 2010 to $3,427.62 in 2017, solely due to cost of living adjustments. (*See* CP 216, 292, 462) As he does in this Court (Petition 11-12), Mr. Chigi relied on charts extrapolating information from over 320 pages of clerk's papers to claim that his "receipt of

CRSC does not decrease the combined retired pay and VA disability he otherwise receives" (CP 252-54), even though he admitted in 2010 that by accepting CRSC, he receives "VA Disability payments, CRSC benefit payments and a *smaller* [military retirement] payment." (CP 141, emphasis added)

Although the documents provided for the 2017 hearing were similar to those provided for the 2009/2010 hearings, with updated information (*compare* CP 418-35 *with* CP 444-56, 467-98), Mr. Chigi had also provided his bank statements for the 2009/2010 hearings (CP 394-417), which he did not provide in 2017. These bank statements were the best evidence of the impact of CRSC on Mr. Chigi's VA disability and military retirement pay, as they showed the actual amounts he receives from each source each month. For instance, Mr. Chigi received the following amounts in military retirement and VA disability benefits during the six months *before* he began receiving CRSC pay:

Deposit Date	**Net Retirement**	**VA Disability**	**CRSC Payment**	**Record Cite**
11/2008	$2,773.82	$1,644	0	CP 401
12/2008	$2,918.70	$1,739	0	CP 403
1/2009	$3,077.83	$1,739	0	CP 404
2/2009	$3,077.93	$1,739	0	CP 405
3/2009	$3,237.17	$2,823	0	CP 406
4/2009	$3,303.87	$2,823	0	CP 407

After Mr. Chigi began receiving monthly CRSC pay of $2,823, his monthly net military retirement pay significantly decreased, from $3,303.67 to $789.55, while his VA disability remained the same:

Deposit Date	Net Retirement	VA Disability	CRSC Payment	Record Cite
5/2009	$789.55	$2,823	$2,823	CP 409
6/2009	$770.39	$2,823	$2,823	CP 411
7/2009	$901.77	$2,673 [1]	$2,673	CP 413
8/2009	$901.77	$2,673	$2,673	CP 414
9/2009	$901.77	$1,938 [2]	$2,673	CP 415
10/2009	$901.77	$1,938	$2,673	CP 416

Thus, contrary to his claims in his petition (Petition 11, 15), and consistent with his admission in 2010, Mr. Chigi's choice to "switch" his "retirement benefits [ ] to Combat Related Special Compensation" (CP 140), resulted in a "smaller" retirement payment. (CP 141)

On November 2, 2017, the trial court found that Mr. Chigi's motion, filed more than seven years after the 2010 order was entered, was not made within a reasonable time. (RP 62; CP 377-78) The trial court found "there is no basis to reopen/vacate or modify the order

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[1] The VA disability benefit and CRSC were reduced to $2,673, effective July 2009, when Ms. DiClerico was removed as a dependent (she was mistakenly kept as a dependent after the divorce). (CP 140)

[2] Starting in September 2009, Mr. Chigi's VA disability benefit was reduced to $1,983 to pay back the VA disability he was overpaid before Ms. DiClerico was removed as a dependent. (*See* CP 413)

entered on March 19, 2010 and that all claims therein are barred by res judicata." (CP 377)

5. Division One affirmed the trial court's decision based on collateral estoppel and res judicata in an unpublished decision.

Division One of the Court of Appeals affirmed in the unpublished decision attached as an appendix to the Petition. ("App.") The Court held that the trial court properly estopped Mr. Chigi from relitigating the significance of his CRSC benefits on his spousal maintenance obligation. (App. 8) The Court held that "the 2010 and 2017 proceedings involve the same issue: whether Chigi's CRSC benefit amounts should be included when calculating spousal maintenance under the terms of the 1999 dissolution decree. And both arguments rely on the premise that CRSC is neither a VA disability benefit nor a military retirement benefit as contemplated by the spousal maintenance agreement." (App. 5) The Court also held that the 2010 order was a final judgment and "there is no dispute that Chigi and DiClerico are the same parties in both proceedings." (App. 6-7)

The Court held that "Chigi will suffer no injustice" if the 2010 order is not vacated. (App. 7) The Court noted that Mr. Chigi had "the opportunity to fully and fairly litigate... this precise issue before

the court in 2009 and 2010." (App. 7) The Court further held "the presence of additional evidence does not distinguish the legal issue before the court in 2009 and 2010 from the issue presented in 2017." (App. 7) Accordingly, the Court held the trial court "properly estopped him from relitigating this issue." (App. 8)

The Court also rejected Mr. Chigi's argument that relief was warranted under CR 60. The Court held that 7 ½ years was not a reasonable time for him to bring his motion. (App. 9-10) As had the trial court, the Court rejected Mr. Chigi's claims, repeated in his petition (Petition 9-10), that his health prevented him from acting sooner. The Court pointed out that "Chigi described himself in July of 2010 as exercising regularly, including swimming several days each week, and biking on those days he did not swim. And in 2015, Chigi stated, 'All in all, I am well,' despite symptoms from his chronic stomach problems, anemia, and heart troubles." (App. 10)

Finally, the Court concluded that the U.S. Supreme Court's 2017 decision *Howell v. Howell*, ___ U.S. ___, 137 S. Ct. 1400, 197 L. Ed. 2d 781 (2017), which held that "state courts may not distribute or divide military service-related disability benefits" did not change the law regarding military disability benefits that existed in 1999, 2009, and 2010, warranting relief under CR 60(b)(11). (App. 11-12)

C. Grounds for Denial of Review.

1. This Court should deny review because the petition is based on the false premise that the underlying orders divide the husband's disability benefits.

This Court should deny review of Division One's unpublished decision because the petition is based on the false premise that the 2010 order divided petitioner's disability benefits with his former wife. (Petition 13-14) As Division One correctly noted, the 1999 decree of dissolution, as clarified by the 2010 order, does not award any portion of Mr. Chigi's CRSC pay, VA disability, or military retirement to Ms. DiClerico. (App. 11-12) Review is thus not warranted under RAP 13.4(b)(1), (2), because Division One's decision does not conflict with any decisions holding that disability benefits cannot "be divided in a property settlement." *Clingan v. Department of Labor & Industries,* 71 Wn. App. 590, 593-94, 860 P.2d 417 (1993) (Petition 19-20); *Howell v. Howell,* ___ U.S. ___, 137 S. Ct. 1400, 197 L. Ed. 2d 781 (2017) (Petition 14, 16-17).

The parties' 1999 dissolution decree did not award any of Mr. Chigi's military benefits to Ms. DiClerico. In fact, those benefits were awarded 100% to him as part of his property award. (CP 16-18) Rather, the amounts that Mr. Chigi receives from those sources are considered as part of a formula to calculate his maintenance

obligation. (*See* CP 20) When Mr. Chigi's "switch" to CRSC pay negatively impacted the formula for maintenance as set forth in the 1999 decree, the court in 2010 did not award any of the CRSC pay to Ms. DiClerico. Instead, it merely considered Mr. Chigi's receipt of CRSC to clarify the 1999 decree and protect the parties' express intent that maintenance "shall not be affected by any change in the husband's current disability status." (CP 20)

Once the formula for Mr. Chigi's maintenance obligation was clarified to include consideration of CRSC, "[w]hich monies he uses to pay that amount is entirely his decision." (App. 12) In fact, Mr. Chigi has more than $5,400 in income available to him each month, exclusive of his CRSC pay and VA disability, from which he could pay his maintenance obligation, which was $3,142.78 in 2010 and $3,427.62 in 2017. (*See* CP 413-17)

That disability benefits can be considered in establishing spousal maintenance is consistent with this Court's decision in *Marriage of Kraft*, 119 Wn.2d 438, 832 P.2d 871 (1992), which held that in awarding maintenance "the court may regard military disability retirement pay as future income to the retiree spouse and, so regarded, consider it as an economic circumstance of the parties." 119 Wn.2d at 448; *see also Rose v. Rose*, 481 U.S. 619, 632-34, fn. 6,

107 S. Ct. 2029, 2037, 95 L. Ed. 2d 599 (1987) (disability benefits cannot be divided as community property, but it can be looked to as a resource for family support). It is also wholly consistent with the Supreme Court's decision in *Howell,* which held that a state court can consider that military retirement may be reduced in the future as a result of a change in disability status when it calculates maintenance. 137 S. Ct. at 1406.

Division One properly affirmed the trial court's decision in 2017 refusing to vacate the 2010 order because it did not distribute petitioner's disability benefits to respondent. Review by this Court is not warranted.

2. The husband was estopped from relitigating the same issues raised in 2010 again in 2017.

Parties are entitled "to one bite of the apple." *Reninger v. State Dep't of Corr.*, 134 Wn.2d 437, 454, 951 P.2d 782 (1998). As Division One recognized, even "if the 1999 dissolution decree or the 2010 order divided Chigi's service-related disability benefits, then an appeal would have been warranted at those times. But Chigi did not appeal either the dissolution decree or the 2010 order." (App. 12) Having "enjoyed a full and fair opportunity to litigate the significance of his CRSC benefits," the lower courts properly estopped petitioner from relitigating the issue. (App. 8) This Court should deny review.

a. Whether CRSC should be considered in establishing the husband's maintenance obligation was squarely addressed in 2010.

There was no change in the law regarding the divisibility of military disability benefits to warrant re-opening the 2010 order in 2017. That disability benefits could not be treated as divisible property was already the law in 1999, 2010, and 2017. This case thus does not conflict with those decisions that hold "when a statute has been interpreted, its meaning and intent does not change between enactment and judicial interpretation, no matter what happens in-between." (Petition 15, *citing Darkenwald v. Emp. Sec. Dept.*, 183 Wn.2d 237, 350 P.3d 647 (2015); *State v. Evans,* 177 Wn.2d 186, 298 P.3d 724 (2013); *State v. Sweany,* 174 Wn.2d 909, 281 P.3d 305 (2012))

Division One's decision also does not conflict with *Marriage of Flannagan,* 42 Wn. App. 214, 709 P.2d 1247 (1985), *rev. denied,* 105 Wn.2d 1005 (1986) and *Marriage of Giroux,* 41 Wn. App. 315, 704 P.2d 160 (1985) (Petition 18-19), where the courts were dealing with issues related to the impact of the change in federal law on unappealed dissolution decrees for the first time in a post-decree proceeding. Because the law in existence at the time the original decrees were entered in those cases prevented the parties from

addressing whether a portion of the husband's military retirement should be awarded to the wife as part of a just and equitable division, the courts in *Flanagan* and *Giroux* properly held that res judicata did not prevent the trial court from reopening the decrees when the law subsequently changed allowing courts to treat military retirement as divisible property. *See* 42 Wn. App. at 224-25; 41 Wn. App. at 322.

Here, the parties were not addressing a change in the law in 2017. The significance of CRSC on Mr. Chigi's maintenance obligation in the 1999 decree could have been addressed, and was in fact addressed in 2010 when the court entered its order clarifying the 1999 decree.

b. The Supreme Court's decision in *Howell* does not preclude the application of res judicata.

That *Howell v. Howell*, ___ U.S. ___, 137 S. Ct. 1400, 197 L. Ed. 2d 781 (2017) was decided after the 2010 order was entered did not warrant vacating that order in 2017. (Petition 16) In *Howell,* the U.S. Supreme Court reversed an Arizona court order that required the military spouse to "reimburse" the non-military spouse for the amount that his election of disability pay reduced the non-military spouse's share of the military retirement awarded to her. The Supreme Court held that such a reimbursement "treats waived

military retirement pay as divisible community property" because it is intended to "restore the amount previously awarded as community property," thus undermining the federal rule prohibiting the division of disability pay. *Howell,* 137 S. Ct at 1405.

Petitioner claims that *Howell* changed the law by purportedly prohibiting "work-arounds" that courts previously utilized to compensate a non-military spouse whose share of military retirement was later reduced by the military spouse's choice to opt for non-divisible disability benefits. Petitioner asserts this Court's decision in *Marriage of Jennings,* 138 Wn.2d 612, 625, 980 P.2d 1248 (1999), which affirmed the trial court's award of compensatory maintenance to the wife when her award of the husband's military retirement was reduced by the husband's changed disability status, would now be barred under *Howell.* (Petition 18) To the contrary, this Court's decision in *Jennings* is consistent with *Howell's* acknowledgment that a court may "take account of the contingency that some military retirement pay might be waived, or as the petitioner himself recognizes, take account of reductions in value when it calculates or *recalculates the need for spousal support."* *Howell,* 137 S. Ct. at 1406 (emphasis added). If the waiver of military retirement creates a hardship on the non-military spouse, *Howell*

suggests that the hardship be alleviated with spousal support rather than an improper offsetting award of property akin to non-divisible "waived military retirement pay."

Howell is even more supportive of Division One's decision here because the parties in 1999 contemplated "the contingency that some military retirement pay might be waived," 137 S. Ct. at 1406, and took that into account when drafting their agreement to ensure Ms. DiClerico's maintenance "shall not be affected by any change in the husband's current disability status." (CP 20) Consistent with their agreement, when that contingency took place in 2009 and the formula in the decree was adversely impact by Mr. Chigi's change in disability status, the court in 2010 clarified the formula to ensure that the intent of the agreement was met.

The court's decision in 2010 did not result in an award of maintenance "beyond what was required in the parties' divorce decree." (Petition 13) As Mr. Chigi acknowledged himself in the 2010 proceeding, "exclusion of CRSC benefits from any maintenance calculation would [ ] reduce what [Ms. DiClerico] actually bargained for and was previously entitled to" before he elected to receive CRSC benefits. (CP 144-45)

In any event, *Howell*'s purported rejection of "work arounds" did not change the law. Our appellate courts have regularly rejected attempts by lower courts to circumvent the federal rule prohibiting the division of disability benefits. Mr. Chigi could have argued against a claimed "work around" that was a disguised division of disability benefits violating federal law, as that was already the law in this state when the original dissolution decree was entered in 1999, as well as in 2010 when the order clarifying the 1999 decree was entered.

For instance, in *Kraft,* 119 Wn.2d 438 (1992), the trial court reduced to present value the husband's military retirement, which included disability pay, awarded it to the husband, and then awarded the wife an offsetting amount of community property. This Court reversed, holding that it was improper under federal "for the trial court to reduce military disability pay to present value where the purpose of ascertaining present value is to serve as a basis to award the nonretiree spouse a proportionately greater share of community property as a direct offset of assets." *Kraft,* 119 Wn. 2d at 448. This Court held that in following that procedure "the trial court effectively distributed the disability pension as an asset," contrary to federal law. *Kraft,* 119 Wn.2d at 448; *see also Perkins v. Perkins*, 107 Wn.

App. 313, 327, 26 P.3d 989 (2001) (holding that a court cannot divide a disability pension and award it to the wife under the label "maintenance").

Even if *Howell* had changed the law, it is not a reason for this Court to review Division One's decision here. As this Court held, even if a subsequent U.S. Supreme Court decision calls into question the *division* of military benefits in an unappealed decree of dissolution, any infirmity with the decree should be "regarded as an error of law rather than a lack of subject matter jurisdiction and . . . not open to collateral attack." *Marriage of Brown*, 98 Wn.2d 46, 48, 653 P.2d 602 (1982). While our courts have proven more willing to review unappealed decrees that left the non-military spouse without a share of the military retirement once the law was changed giving states the right to treat veterans' disposable retired pay as divisible property, as in *Flannagan,* 42 Wn. App. 214, *Giroux,* 41 Wn. App. 315, this case is more like *Brown,* in that the moving party is seeking to take away benefits already provided under an unappealed decree.

3. As did the Court of Appeals, this Court should award attorney fees to respondent for responding to this petition.

Division One awarded attorney fees and costs to respondent under RCW 26.18.160, as the prevailing party "in any action to

enforce a support or maintenance order." (App. 13-14) This Court should likewise award respondent her fees for having to respond to this petition in this Court. RAP 18.1(j).

D. Conclusion.

This Court should deny review and award attorney fees to respondent for having to respond to this petition.

Dated this 28th day of October, 2019.

SMITH GOODFRIEND, P.S.

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DECLARATION OF SERVICE

The undersigned declares under penalty of perjury, under the laws of the State of Washington, that the following is true and correct:

That on October 28, 2019, I arranged for service of the foregoing Answer to Petition for Review, to the court and to the parties to this action as follows:

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DATED at Seattle, Washington this 28th day of October, 2019.

Andrienne Pilapil

SMITH GOODFRIEND, PS

October 28, 2019 - 4:32 PM

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