

FILED
SUPREME COURT
STATE OF WASHINGTON
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Court of Appeals
Division I
State of Washington
12/28/2022 3:21 PM

101577-1

No. 83206-9

SUPREME COURT OF THE STATE OF WASHINGTON

In Re the Marriage of:

REGINALD G. EDWARDS, Respondent,

V.

CARLENE M. PLACIDE-EDWARDS, Appellant/Petitioner.

PETITION FOR REVIEW

Carlene M. Placide-Edwards, Pro Se Appellant
7511 8th Avenue NW
Seattle, WA 98117
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I. Identity of Petitioner

Carllene Marva Placide-Edwards, Petitioner/Appellant asks the Supreme Court of the State of Washington to accept review of the Court of Appeals decision denying reconsideration of its decision affirming the written Decision of the Superior Court of Washington, County of King entered on September 3, 2021. The Decision of the Superior Court renders a final judgment in the dissolution matter that contradicts and erroneously alters the financial terms and responsibilities set forth in the Final Divorce Order (Dissolution Decree) and the corresponding CR2A Binding Settlement Agreement (Settlement Agreement) executed by the parties on February 12, 2021. In addition, the written Decision of the Superior Court adversely affects the substantial rights of Petitioner/Appellant to collect from Respondent the rightful amount of monies due in support of the parties' child and as ordered by the Court in the Dissolution Decree and the Settlement Agreement. Finally, the written Decision of the Superior Court violates Petitioner/Appellant's

state constitutional rights by imposing sanctions of “attorney fees” against Petitioner/Appellant for using the judicial system to resolve a conflict of dispute that was properly filed with the Court.

II. Court of Appeals Decision

Petitioner/Appellant seeks review of the October 31, 2022 Court of Appeals Division One, Unpublished Opinion affirming the Superior Court’s September 3, 2021 Decision. A copy of the October 31, 2022 Unpublished Opinion is in the Appendix as Exhibit 1. And, Petitioner/Appellant seeks review of the December 2, 2022 Court of Appeals Division One, Order Denying Motion for Reconsideration that was properly filed by Petitioner/Appellant. A copy of the Petitioner/Appellant Motion for Reconsideration is in the Appendix as Exhibit 2 and the Order Denying Motion for Reconsideration is in the Appendix as Exhibit 3.

III. Issues Presented for Review

Assignments of Error

1. The Family Court Judge and the Appellate Court Judges erred regarding their failure to properly calculate the Child's Auto Insurance based on the substantiating document provided by the Auto Insurance Company.
2. The Family Court Judge erred in Awarding Attorney Fees to Respondent and the Appellate Court Judges erred in affirming the Award of Attorney Fees to Respondent based on the erroneous determination that Petitioner/Appellant increased the cost of resolving the conflict by using the judicial system and Court process to resolve the conflict of dispute, which was the only means available to resolve the conflict when Petitioner/Appellant's attempts to resolve the issue with Respondent outside of litigation was futile. The Courts actions are an abuse

of discretion and violation of Petitioner/Appellant's constitutional rights.

Issues Pertaining to Assignments of Error

1. Whether the Courts mis-calculated and refused to properly calculate the parties' child's auto insurance premium payment amounts that warrant a proper calculation and order of arrears payments by Respondent to Petitioner/Appellant?
2. Whether the Courts abused their discretion by awarding attorneys fees to Respondent and violated Petitioner/Appellant's constitutional rights when Petitioner/Appellant's attempts to resolve the issues outside of the Courts were futile thus warranting judicial review to resolve the conflict of dispute?

IV. Statement of the Case

Petitioner/Appellant submits this review request to reverse (1) the October 31, 2022 Court of Appeals Division One, Unpublished Opinion affirming the Superior Court's June 2,

2021 Order on Motion to Enforce Decree on the basis that the Family Court Commissioner erred in her ruling and the June 2, 2021 Order should be revised/amended, and (2) the December 2, 2022 Court of Appeals Division One, Order Denying Motion for Reconsideration that was properly filed by Petitioner/Appellant in this matter. Following issuance and entry of the June 2, 2021 Order, on June 7, 2021, Appellant/Petitioner properly filed and served a Motion for Reconsideration of the Order on Motion to Enforce Decree and on June 30, 2021, the same Court Commissioner who entered the June 2, 2021 Order “Denied the Motion for Reconsideration” with no explanation. Appellant/Petitioner subsequently filed a Motion for Revision of the Order on Motion to Enforce Decree and Supporting Declaration of Petitioner Carllene M. Placide-Edwards and the Court Denied the Motion for Revision. On September 30, 2021, Petitioner/Appellant filed a Notice of Appeal with the Court of Appeals Division One regarding the June 2, 2021 Order.

V. Argument Why Review Should Be Accepted

Petitioner/Appellant seeks review of the Washington State Court of Appeals Division One Decision on the basis that

there is a significant question of law under the constitution of the State of Washington and the petition involves an issue of substantial public interest that should be determined by the Washington State Supreme Court.

The Superior Court and the Court of Appeals of Washington State have rendered and affirmed, respectively, a final judgment in the dissolution matter that contradicts and erroneously alters the financial terms and responsibilities set forth in the Final Divorce Order (Dissolution Decree) and the corresponding CR2A Binding Settlement Agreement (Settlement Agreement) executed by the parties on February 13, 2021. The Courts' refusal to properly apply the Dissolution Decree and the Settlement Agreement, and to conduct a proper calculation and accounting of the amounts owned by the parties based on substantiated financial documents involve issues of substantial public interest as it relates to the Courts' failure to properly execute their judicial duties in dissolution matters to the detriment of the parties, thus warranting review and determination by the Supreme Court. In addition, the Courts' issuance of sanctions against a party for executing their constitutional right to bring matters of conflict before the Courts for resolutions when said conflicts of

dispute could not be resolved outside of litigation is both a constitutional question of law and substantial public interest issue that warrant final determination by the Supreme Court.

VI. Conclusion

Upon granting Petitioner/Appellant's Petition for review, Petitioner/Appellant seeks (1) a reversal of the October 31, 2022 Court of Appeals Division One, Unpublished Opinion affirming the Superior Court's June 2, 2021 Order on Motion to Enforce Decree on the basis that the Family Court Commissioner erred in her ruling (2) a reversal of the June 2, 2021 Order on Motion to Enforce Decree and remand of the matter to the Court for proper accounting and determination of the parties' financial responsibilities for the child's auto insurance policy based on the substantiated financial documents provided by the Auto Insurance Company (3) reversal of the issuance of attorney fees sanctions against Petitioner/Appellant on the basis that such sanctions violates Petitioner/Appellant's constitutional rights to use the judicial system to resolve issues of dispute, and (4) given Respondent's blatant disregard of the Divorce Decree and the need for

APPENDIX

EXHIBIT 1 - October 31, 2022 Court of Appeals Division One
Unpublished Opinion Affirming the Superior
Court Decision

EXHIBIT 2 - November 17, 2022 Appellant Motion for
Reconsideration of the Appeal Court Decision

EXHIBIT 3 – December 2, 2022 Court of Appeals Division
One Order Denying Motion for Reconsideration

CARLENE PLACIDE-EDWARDS

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CARLENE M. PLACIDE-EDWARDS,

Appellant,

v.

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Respondent.

DIVISION ONE

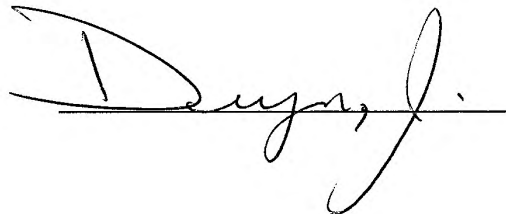
No. 83206-9-1

ORDER DENYING MOTION
FOR RECONSIDERATION

The appellant having filed a motion for reconsideration herein, and a majority of the panel having determined that the motion should be denied; now, therefore, it is hereby

ORDERED that the motion for reconsideration is hereby denied.

FOR THE COURT:

A handwritten signature in black ink, appearing to be "D. J. [unclear]", written over a horizontal line.

CARLENE PLACIDE-EDWARDS

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Respondent.

No. 83206-9-I

DIVISION ONE

UNPUBLISHED OPINION

PER CURIAM — Pro se appellant Carlene Placide-Edwards appeals the superior court’s order denying revision of a commissioner’s order on a post-judgment motion to enforce a dissolution decree. She challenges (1) the determination of the monthly payment for the automobile insurance premium that the parties agreed to share, and (2) the award of attorney fees to her former spouse, Reginald Edwards. Because the appellant fails to demonstrate any error in the order on review, we affirm.

FACTS

In a CR 2A agreement incorporated in the parties’ March 2021 dissolution decree, the parties agreed to equally share the cost of their child’s automobile insurance premium.

On April 20, 2021, less than two months after entry of the dissolution decree, Carlene, representing herself, filed an “Emergency Motion” to enforce

the decree, for sanctions, and other relief.¹ Carllene claimed that Reginald refused to pay his share of the parties' joint insurance obligation, that his 50 percent share was \$145.66 per month, and he owed \$291.32, representing two months' of his share of the payment. Based on the alleged delinquency, Carllene informed the court that she withheld \$5,000 from the property transfer payment she was obligated to make in exchange for the quit claim deed Reginald agreed to execute to convey the family home to her. Carllene requested that the court require Reginald to pay 18 months' of insurance premium payments in advance (\$2,621.88) and proposed deducting that amount from the property transfer payment. She also requested sanctions against Reginald for his "willful disregard" of the dissolution decree. Among the documents supporting her motion, Carllene supplied copies of March 22, 2021 e-mail correspondence between Reginald and Anna Gincherman, an insurance broker. In response to an inquiry from Reginald about the amount of the insurance payment, Gincherman informed him that for February 2021, half of the monthly premium was \$124.16, and thereafter his share would be \$145.66.

Represented by counsel, Reginald responded to Carllene's motion in May 2021, asserting that he had, in fact, made payments toward the insurance after confirming the amount. He requested an award of fees, arguing that Carllene's motion was frivolous and brought in bad faith. Reginald also submitted copies of correspondence with Gincherman, including her response to his April 20, 2021 inquiry informing him that the annual premium amount is \$1,759, corresponding

¹ We refer to the parties by their first names for clarity.

to a monthly payment of \$150.² Reginald provided documentation of payments for insurance of \$124 in April 2021 and \$75 in May 2021. Counsel provided an affidavit to support the request for attorney fees.

In reply, Carllene maintained that each parties' share of the monthly premium is \$146, not \$75, and provided a "Vehicle Detail Premium Update" from the insurance company to support her claim. The document states an effective date of March 28, 2021, a one-year policy period from that date, and indicates a "coverage premium" of \$3,496 for the 2006 vehicle the parties had agreed that the child would drive. The document indicates that two vehicles are covered by the policy, with a total premium amount of \$6,556 and applies certain adjustments/refunds. It lists a total "Net Premium" of \$2,736 in the column for the 2006 vehicle.

After a hearing, a superior court commissioner entered a written order that provides, in relevant part:

As of the time of the hearing, the parties still dispute the cost of the child's insurance. The Agreement provides the Respondent is responsible for half of the child's insurance only. The Court acknowledges it is without the ability to pro rate costs and neither party has provided that information. It appears from the correspondence, the child was originally on the Petitioner's policy and as of April 20, 2021, the child is on her own policy at a cost of \$1,759.00 per year. The Respondent is responsible for two payments of \$124.16 (February to March and March to April) and \$75.00 per month thereafter (dependent on changes to the cost of insurance). The Respondent paid \$124.00 on March 31, 2021 and appears to be current on the current policy.

The Court is concerned regarding the communication and litigation over what appears to be \$124.32. Both parties requested sanctions

² The quoted monthly payment was apparently an approximate amount since \$1,759 divided by 12 is \$146.58.

for what appears to be a relatively simple issue to resolve. The record indicates the Respondent sought clarification of insurance costs and paid in accordance with information received. The record does not indicate the Petitioner made any attempts to resolve the issue but she did set out demands and increase litigation. Additionally, because the Petitioner previously noted the motion incorrectly, the Respondent incurred additional fees. As a result, the Court finds an award of attorneys fees to the Respondent is appropriate. The Court awards Mr. Edwards \$1,120.00 (half the cost of fees incurred) in attorneys fees which shall be reduced by the \$124.32 still owing for insurance. A judgment for \$995.68 shall enter if fees are not paid within ten days of this order.

Carllene filed a motion for reconsideration, asserting that the amount of the monthly insurance premium is \$291 (\$146 per parent), based on the insurance document she submitted to the commissioner in support of her reply. She also challenged the award of attorney fees, relying on copies of text messages to argue that she attempted to resolve the dispute outside of litigation and explaining the circumstances of her initial failure to note the motion correctly. The commissioner denied the motion.

Carllene raised the same arguments in a motion to revise the commissioner's order. After reviewing "all of the pleadings" and listening to the recording of the hearing before the commissioner, the superior court denied revision. The court's order provides:

The undersigned agrees with the reasoning in Commissioner Johnson Taylor's written ruling, specifically the finding that "the parties still dispute the cost of the child's insurance". The Commissioner correctly decided that the insurance costs were approximately \$150 per month based on the information in the record. The award of attorneys fees was appropriate.

Carllene sought reconsideration and the superior court denied that motion as well. Carllene appeals.³

DISCUSSION

As below, Carllene challenges the determination of the parties' insurance obligation and the award of attorney fees to Reginald.⁴

While Carllene's arguments on appeal focus on the commissioner's decision, "[w]hen an appeal is taken from an order denying revision of a court commissioner's decision, we review the superior court's decision, not the commissioner's." In re Marriage of Williams, 156 Wn. App. 22, 27, 232 P.3d 573 (2010). "[T]he revision court has full jurisdiction over the case and is authorized to determine its own facts based on the record before the commissioner." In re Marriage of Dodd, 120 Wn. App. 638, 644, 86 P.3d 801 (2004). When the superior court simply denies revision of a commissioner's decision, this generally "constitutes an adoption of the commissioner's decision." Williams, 156 Wn. App. at 27-28.

The court on revision agreed with the commissioner's reasoning, emphasized the dispute and conflicting evidence as to the amount of the

³ Reginald has not filed a brief in response to Carllene's appeal.

⁴ A pro se litigant must follow the same rules of procedure and substantive law as a licensed attorney. Holder v. City of Vancouver, 136 Wn. App. 104, 106, 147 P.3d 641 (2006). Specifically, an appellant must provide "argument in support of the issues presented for review, together with citations to legal authority and references to relevant parts of the record." RAP 10.3(a)(6). Carllene's briefing fails to comply with the rules in several respects. She provides no legal authority to support her argument, fails to identify or apply the standard of review, and describes documents in the records without reference to the clerk's papers. Nevertheless, insofar as the deficiencies in the briefing do not prevent us from doing so, we address the merits of her claims.

obligation, but nevertheless found that evidence in the record supports the determination that the monthly premium is approximately \$150.

Substantial evidence must support findings of fact. In re Marriage of Wilson, 165 Wn. App. 333, 340, 267 P.3d 485 (2011). “Substantial evidence supports a factual determination if the record contains sufficient evidence to persuade a fair-minded, rational person of the truth of that determination.” Spreen v. Spreen, 107 Wn. App. 341, 346, 28 P.3d 769 (2001). We will not disturb decisions or findings made by the trial court when they fall within the scope of the evidence presented. In re Marriage of Mathews, 70 Wn. App. 116, 122, 853 P.2d 462 (1993).

The evidence supports the superior court’s findings. Carllene insists that the record definitively establishes that the annual premium is \$3,496, consistent with information Gincherman provided to Reginald on March 22, 2021, and arguably consistent with the “Vehicle Detail Premium Update.” But the insurance document is ambiguous and she fails to acknowledge that the record includes evidence of different figures. In particular, Reginald provided evidence that Gincherman informed him on April 20, 2021, a month after the correspondence provided by Carllene, that the annual premium was \$1,759, corresponding to a monthly total of approximately \$150.

As to the award of attorney fees, Carllene claims (1) the evidence shows that she communicated with Reginald, and therefore made efforts to resolve the dispute out of court, and (2) she was unfairly penalized for improperly noting her motion to enforce the decree in light of technical problems beyond her control,

the failure of court staff to properly advise her, and a lack of clarity as to the rules and procedures for noting her motion.

Courts have “continuing equitable jurisdiction” in family law matters that allows them “to grant whatever relief the facts warrant.” In re Marriage of Farmer, 172 Wn.2d 616, 625, 259 P.3d 256 (2011). The court’s equitable power includes the power to sanction a party for intransigent conduct such as obstruction, delay tactics, or any action that makes the proceedings unduly difficult and costly. In re Marriage of Bobbitt, 135 Wn. App. 8, 30, 144 P.3d 306 (2006); In re Marriage of Foley, 84 Wn. App. 839, 846, 930 P.2d 929 (1997); In re Marriage of Greenlee, 65 Wn. App. 703, 708, 829 P.2d 1120 (1992).

A party challenging an attorney fee award in a family law proceeding must demonstrate that the trial court abused its discretion. In re Marriage of Burrill, 113 Wn. App. 863, 873, 56 P.3d 993 (2002). An attorney fee award amounts to an abuse of discretion when the court’s decision is outside the range of acceptable choices or based on untenable grounds or untenable reasons. Bobbitt, 135 Wn. App. at 29-30.

Carllene’s challenge relates to the factual basis for the court’s decision. Here again, the revision court expressly agreed with the commissioner’s reasoning and found that the award of fees was appropriate. Although Carllene has a different view of the evidence, we cannot say that the court abused its discretion in concluding there was a legitimate basis for a dispute and further inquiry into the amount of the parties’ insurance obligation for the minor child. And the evidence in the record does not show that Carllene made a genuine

effort to resolve that dispute before filing an emergency motion, requesting sanctions, and taking measures into her own hands by withholding a portion of the property transfer payment. The record supports the court's concern about the tenor of Carllene's communications and resort to litigation within two months of entry of the decree, in light of the amount at issue and the confusing and conflicting information provided by the insurance brokers. Regardless of whether Carllene was at fault for twice having to re-note her motion, the record also supports the court's determination the Carllene's conduct increased the cost of resolving the conflict. There was a tenable basis for the award of attorney fees.

Affirmed.

Díaz, J.

Chung, J.

Duyn, J.

CARLENE PLACIDE-EDWARDS

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COURT OF APPEALS, DIVISION I OF THE STATE OF
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In Re the Marriage of:

REGINALD G. EDWARDS, Respondent,

V.

CARLENE M. PLACIDE-EDWARDS, Appellant

APPELLANT MOTION FOR RECONSIDERATION OF THE
APPEAL COURT DECISION

Carlene M. Placide-Edwards, Pro Se Appellant
7511 8th Avenue NW
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Telephone: (206) 612-6119
cmplacide@gmail.com

I. Introduction

Carlene Marva Placide-Edwards, Petitioner/Appellant seeks reconsideration of the October 31, 2022 Court of Appeal Decision that “Affirmed” the written Decision of the Superior Court of Washington, County of King entered on September 3, 2021. Because the Appellate Court erred in its analysis of the facts, Appellant requests that the Court reconsider its Decision and reverse its ruling. The Appellant Motion for Reconsideration of the Appeal Court Decision is authorized by RAP 12.4(b).

II. Assignments of Error

1. The Appellate Court Judges Erred Regarding their failure to calculate the Child’s Auto Insurance based on the substantiating document provided by the Auto

Insurance company.

2. The Appellate Court Judges Erred in affirming the Award of Attorney Fees to Respondent Based on the Erroneous Determination that Appellant increased the cost of resolving the conflict by using the Court process, which was the only means available to resolve the conflict when Appellant's attempts to resolve the issue with Respondent outside of litigation was futile.

III. Facts & Argument

(The facts and arguments in this motion are supported by the 10/31/2022 Appeal Court Decision and Unpublished Opinion in this appeal, Appellant's supporting documents provided as part of the appeal of this matter, and the Exhibits attached to this Appellant Motion for Reconsideration of the Appeal Court Decision.)

A. The Appellate Court Judges Erred by Failing to Calculate the Child's Auto Insurance.

In the 10/31/2022 Appellate Court Decision and Unpublished Opinion, the Court acknowledges that

“there was a legitimate basis for a dispute and further inquiry into the amount of the parties’ insurance obligation for the minor child”. Though the Court recognized that Appellant provided the “Vehicle Detail Premium Update” document from the Insurance Company, which definitively establishes and substantiates that the annual premium amount for the child’s auto insurance coverage was \$3,496.00, the Court erroneously states that the Insurance Company document, inclusive of the amount, is ambiguous. There is absolutely no ambiguity regarding the amount of the child’s auto insurance annual premium as definitively stated in the Insurance Company document as **\$3,496.00**. Thus, the Court erred in classifying the Insurance Company “Vehicle Detail Premium Update” document as ambiguous. Further, given the clear cost of the child’s auto insurance annual premium amount of \$3,496.00, the Court had a duty to calculate the parties’ responsible payment portion amounts for the auto insurance coverage. The Court erred in failing to calculate the parties’ proportional amount for the insurance coverage based on the substantiated annual

premium amount of \$3,496.00. Finally, the Court erred in reprimanding Appellant for failing to acknowledge that the record includes evidence of different figures. Appellant disagrees that the record evidences different figures (given the parties' practices of rounding the amounts to the higher whole dollar value amounts) and to reprimand Appellant and punish her for not recognizing any relevant difference in the figures is an inappropriate action by the Appellate Court and not a basis to affirm the lower Court's erroneous Decision. Appellate request that the Appellate Court reconsider its Decision regarding this issue, reverse its ruling and the ruling of the lower Court, and calculate the parties' proportional share of the auto insurance annual premium amount of \$3496.00, which has been substantiated in the Insurance Company "Vehicle Detail Premium Update" document.

B. The Appellate Court Judges Err in Affirming the Award of Attorney Fees to Respondent Based on the Erroneous Determination that Appellant Increased

the Cost of Resolving the Conflict by Using the Court Process.

The Appellate Court erred in its determination that Appellant did not make a genuine effort to resolve the dispute before filing the Motion. The numerous correspondence and exchanges between Appellant, the Respondent, the Insurance Company and the Insurance Agent, evidence genuine efforts by Appellant to resolve the dispute with Respondent outside of court. When such efforts proved futile, Appellant turned to the Court process as the only viable means available to resolve the “legitimate dispute” (as classified by this Court) between the parties. To penalize Appellant with an attorney fee sanction for using the Court process in an attempt to resolve the legitimate dispute when her attempts to resolve the dispute outside of litigation were futile is unjust and an abuse of discretion by the Court, which must be reversed. True to Respondent’s form of ignoring matters and taking a non-responsive stance on open disputes thus leaving the disputes unresolved, in this Appellate matter the Appeal Court Administrator sent three (3) correspondence to Respondent and his

attorney with warnings of imposing “sanctions” in an attempt to have Respondent comply with this appellate process by providing a Responsive Brief. (See attached correspondence from the Court of Appeals Court Administrator/Clerk.) After the third correspondence request to Respondent and his attorney, and Respondent’s lack of response delaying this matter by five (5) months, Respondent finally responded to the Court’s request in August 2022 by stating that no responsive brief or opposition would be filed by Respondent in this Appeal. Respondent and his attorney could have provided such a response in May 2022 when Respondent’s Brief was due. Respondent’s conduct unjustifiably delayed the administration of this appellate matter, which warrants sanctions against Respondent. If the Court is inclined to penalize Appellant by confirming an award of attorney fee sanctions against Appellant for utilizing the Court process to resolve a legitimate dispute between the parties then this Court should impose Appellant’s requested sanctions of \$2,500.00 fees against Respondent for his non-responsive conduct throughout

this appeal, which unjustifiably delayed this matter by five (5) months to the detriment of Appellant. In lieu of issuing sanctions against Respondent and his attorney for their dilatory conduct that impeded the judicial process, Appellant will agree to the reversal of the attorney fees and cost sanction that was inappropriately imposed on her by the lower Court related to this matter.

[This document contains less than 2212 words, excluding the parts of the document exempted from the word count by RAP18.17.]

Dated this 17th day of November, 2022.



Carllene M. Placide-Edwards
Pro Se Appellant

CARLENE PLACIDE-EDWARDS

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