NO. 94320-6

IN THE SUPREME COURT
OF THE STATE OF WASHINGTON

JAMES D. BEARDEN,

Petitioner,

vs.

DOLPHUS A. McGILL,

Respondent.

APPEAL FROM SNOHOMISH COUNTY SUPERIOR COURT
Honorable George F. B. Appel, Judge

ANSWER TO PETITION FOR REVIEW

REED McCLURE
By Marilee C. Erickson WSBA #16144
Attorneys for Respondent

Address:

Financial Center
1215 Fourth Avenue, Suite 1700
Seattle, WA 98161-1087
(206) 292-4900

TABLE OF CONTENTS

TABLE OF AUTHORITIES

Washington Cases

Statutes

Rules and Regulations

Other Authorities

067824.099419/728387

I. NATURE OF THE CASE

This case involves a personal injury case where defendant Mr. McGill was dissatisfied with the mandatory arbitration award. Mr. McGill exercised his right to have a jury determine damages and requested a trial de novo. The jury awarded plaintiff less than the arbitrator awarded. In 2016, Division I of the Court of Appeals correctly held that Mr. McGill had improved his position on the trial de novo so the MAR 7.3 award to plaintiff Bearden was error.

Plaintiff Bearden petitioned for review of the 2016 decision. This Court granted the petition and remanded to Division I, to reconsider its decision in light of this Court's decision in *Nelson v. Erickson*, 186 Wn.2d 385, 377 P.3d 196 (2016).

Division I again concluded that Mr. McGill has improved his position on trial de novo and reversed the MAR 7.3 award. *Bearden v. McGill*, ___ Wn. App. ___, 391 P.3d 577 (2017). Mr. Bearden again petitions for review. This Court should deny the petition because Division I's 2017 decision is consistent with the decisions of this Court and the Courts of Appeals and does not raise an issue of substantial public importance.

II. ISSUE PRESENTED

1. Should this Court deny the Petition for Review because Division I's 2017 decision reversing the MAR 7.3 attorney fees award was correctly decided?

2. Should this Court deny the Petition for Review because Division I's 2017 decision does not conflict with any Washington appellate court decision?

3. Should deny the Petition for Review because Division I's 2017 decision does not raise an issue of substantial public interest?

III. STATEMENT OF THE CASE

James Bearden and Dolphus McGill were involved in an automobile accident. (CP 288) Mr. Bearden sued Mr. McGill alleging negligence and seeking damages for his injuries. (CP 288-89) Mr. Bearden moved the matter to mandatory arbitration. (CP 277-79)

The arbitrator awarded Mr. Bearden $44,000 in damages. (CP 292-93) Mr. Bearden submitted a cost bill for $1,187.00. (CP 292, 274-75) The arbitrator issued an amended arbitration award adding $1,187 in costs to the $44,000 damages award. (CP 290-91)

Mr. McGill requested trial de novo. (CP 268-71) At trial, the jury returned a damages verdict for Mr. Bearden in the amount of $42,500. (CP 109, 246)

After trial, Mr. Bearden sought costs of $4,049.22. (CP 106-08) The court awarded costs of $3,296.39. (CP 86-87, 88-89) The court entered a Judgment reflecting the "Total Principal Judgment Amount" of $42,500.00 and costs of $3,296.39.[1] (CP 86-87) Mr. McGill paid the jury's verdict and statutory costs to Mr. Bearden. (CP 1-4)

Mr. Bearden moved for MAR 7.3 and RCW 7.06.060 attorney fees and expenses. (CP 75-84) He argued Mr. McGill had not improved his position on the trial de novo when the arbitration award plus statutory costs was compared to the jury award plus statutory costs. (CP 79) Mr. McGill opposed the motion, pointing out that he had improved his position at trial because the jury's damages award was less than the arbitrator's damage award. (CP 45-47)

The trial court accepted Mr. Bearden's argument and awarded him $71,800.00 in MAR 7.3 attorney fees. (CP 18-19, 20-23) Mr. McGill appealed. (CP 5-16) In 2016, Division I of the Court of Appeals held Mr. McGill had improved his position on the trial and reversed the MAR 7.3 award. The 2016 decision stated:

---

[1] Somewhat confusingly, the amounts were not written in the proper blanks. In the "Judgment Summary" section, the court appears to have erroneously listed the total amount of award plus taxable costs on the line labeled "Taxable Costs & Attorney's fees." (CP 86) In addition, in the "Judgment" section, the court appears to have erroneously written the amount "$42,500" in the space where the total amount of the award plus taxable costs should have been written. (*Id.*) These anomalies are not pertinent to any issue in the case.

> We hold that a court determines if a party improved its position at a trial de novo by comparing every element of monetary relief the arbitrator considered with the trial court's award for those same elements. Here, this means the damages and statutory costs that both the arbitrator and the trial court considered. It excludes those statutory costs requested only from the trial court.

Bearden v. McGill, 193 Wn. App. 235, 239, 372 P.3d 138 (2016).

In 2016, this Court decided *Nelson v. Erickson*, 186 Wn.2d 385, 377 P.3d 196 (2016). This Court held that a compromise offer should be read as an ordinary person would understand it. And determining whether a party has improved his position on the trial de novo is determined from the perspective of an ordinary person. The *Nelson* Court compared the pre-trial position to the post-trial position without statutory costs being a factor. 186 Wn. 2d. at 392.

Mr. Bearden petitioned for review of Division I's 2016 decision. This Court granted the petition and remanded the case to Division I to reconsider its decision in light of *Nelson v. Erickson.*. *Bearden v. McGill*, 186 Wn.2d 1009, 380 P.3d 489 (2016).

In 2017, Division I reached the same result—that Mr. McGill had improved his position on trial de novo--on a different rationale. Division I explained:

> [] Nelson and Niccum apply the same rule: a court applying MAR 7.3 must view the pretrial and posttrial positions of the party requesting the trial de novo from the

> perspective of an ordinary person. Also, in both Nelson and Niccum the court determined the requesting party's posttrial position by looking at only the jury verdict, not the final judgment including costs.
>
> . . .
>
> [W]e follow the Supreme Court's example and adopt the jury verdict as McGill's posttrial position.
>
> . . .
>
> To determine a requesting party's position pretrial when no offer of compromise has been made, a court looks at the arbitration award.
>
> . . .
>
> [W]e conclude that like the posttrial "position" of the requesting party, that party's pretrial position is the initial arbitration award without costs.

¶¶ 16-18, 20, 391 P.3d at 580-81 (footnotes omitted),

Division I also reasoned that not including any statutory costs in the formula supports the purposes of mandatory arbitration. If arbitration statutory costs are included to determine the de noving party's pretrial position, the pretrial position will generally be a greater amount and would make it easier for a de noving party to improve the position at the trial de novo.

Division I concluded:

> On reconsideration in light of Nelson, we revise our view of the MAR 7.3 analysis. We hold that a trial court should determine a requesting party's position after trial by looking at the damages the court awarded, exclusive of costs, as the Supreme Court did in Nelson and Niccum. Under this test, McGill improved his position at trial. We therefore reverse the trial court's award of attorney fees to Bearden under MAR 7.3 and remand.

391 P.3d at 581.

IV. ARGUMENT

This Court will only accept review if Division I's 2017 decision fits one of the four criteria in RAP 13.4(b):

> (1) If the decision of the Court of Appeals is in conflict with a decision of the Supreme Court; or
>
> (2) If the decision of the Court of Appeals is in conflict with another decision of the Court of Appeals; or
>
> (3) If a significant question of law under the Constitution of the State of Washington or of the United States is involved; or
>
> (4) If the petition involves an issue of substantial public interest that should be determined by the Supreme Court.

Mr. Bearden contends this case qualifies for review because Division I's 2017 decision conflicts with prior decisions and presents an issue of substantial public interest. (Petition at 5) Division I's 2017 decision is consistent with Supreme Court and Court of Appeals' case authority. If there is any public interest in this private dispute, the public interest is not substantial and certainly does not justify this Court's review. Mr. McGill asks this Court to deny review.

A. DIVISION I'S 2017 DECISION IS CORRECT AND CONSISTENT WITH WASHINGTON APPELLATE DECISIONS.

Division I's 2017 decision correctly applied the "comparing comparables" test for assessing under RCW 7.06.060 whether a party has

improved his position on a trial de novo. Contrary to Mr. Bearden's arguments, there is no conflict with any Washington appellate decision.

Mr. Bearden misconstrues the *Nelson* holding when he contends this Court held that "costs must be included" in the pretrial position. (Petition at 11) In *Nelson*, the amount of costs was known and specifically referenced in the offer of compromise. Therefore, the requesting party could calculate the amount the opponent was willing to accept in settlement. The *Nelson* court did not direct that "costs must be included" in assessing a party's pretrial position in every case.

Mr. Bearden contends Division I's 2017 decision conflicts with *Haley v. Highland*, 142 Wn.2d 135, 12 P.3d 119 (2000). (Petition at 12) There is no conflict. In *Haley*, this Court compared the type of relief requested and obtained at the arbitration with the type of relief requested and obtained at trial. *Haley* involved a suit for violation of state and federal securities laws. RCW 21.20.430(1) allows an award of attorney fees for state security violations. The dispute went to mandatory arbitration. Plaintiff Haley did not ask for RCW 21.20.430(1) attorney fees. Haley was awarded $2,500 at arbitration.

Haley sought trial de novo. At trial, Haley was awarded the same amount as the arbitration award: $2,500. In addition, Haley sought and was awarded RCW 21.20.430(1) attorney fees. Haley argued he improved

his position on trial de novo because the amount of attorney fees plus the $2,500 should be compared to the arbitration award of only $2,500. In looking at the pretrial and posttrial position, the *Haley* court did not consider the attorney fee award because *Haley* "could have requested a ruling from the arbitrator on the issue of attorney fees and his failure to do so precludes a finding that he has improved his position under MAR 7.3" 142 Wn.2d. at 154 (2000). The MAR 7.3 award to Highland was affirmed.

Nothing in Division I's 2017 decision conflicts with *Haley v. Highland.* The decisions are similar because in both situations, the courts compared only the amount of the arbitration award and the trial award without costs. The fact that the *Haley* Court did not include the attorney fee award in the posttrial position does not conflict with Division I's decision because in *Haley*, it was plaintiff, the party seeking an award, who requested the trial de novo. The plaintiff chose what relief to seek.

Here, Mr. McGill is the defendant. He was not seeking an award. He was required to pay the award. He had no control over what relief Mr. Bearden sought at arbitration and at trial. When the arbitration award of $44,000—the pretrial position---is compared to the trial damages award of $42,500---the posttrial positions---Mr. McGill owed less. Therefore, he

improved his position on the trial de novo. There is no conflict between Division I's 2017 decision and *Haley v. Highland.*

Mr. Bearden discusses three Court of Appeals decisions, but does not argue or otherwise demonstrate that Division I's 2017 decision conflicts with those decisions. *Christie-Lambert Van & Storage Co. v. McLeod*, 39 Wn. App. 298, 693 P.3d 161 (1984); *Cormar, Ltd v. Sauro*, 60 Wn. App. 622, 806 P.2d 253, *rev. denied*, 117 Wn.2d 1004 (1991), and *Miller v. Paul M. Wolff Co.*, 178 Wn. App. 957, 316 P.3d 1113 (2014). (Petition at 12, footnote 21) None of these cases included statutory costs in comparing whether the requesting party had improved the position on trial de novo. Division I's 2017 decision is consistent with these decisions.

Mr. Bearden contends Division I's 2017 decision does not cite authority supporting the subtraction of costs from the arbitration award. (Petition at 14)[2] There was no "subtraction" of costs. Division I's decision involves a straight comparison of the award amounts. And Division I does rely on the authority of *Niccum* and *Nelson*. *Niccum v. Enquist*, 175 Wn.2d 441, 286 P.3d 966 (2012). In both cases, this Court compared only the compromise offer amount to the trial award. Statutory

---

[2] Assuming Division I did not "cite authority," the lack of authority is not a ground for this Court's involvement. RAP 13.4 sets forth the criteria for granting a petition. Lack of authority is not a ground.

costs were not included in the comparison. There is no inconsistency or conflict with any Washington appellate decision. Review should be denied.

B. THIS CASE DOES NOT PRESENT AN ISSUE OF SUBSTANTIAL PUBLIC INTEREST.

Mr. Bearden argues his case raises an issue of substantial public interest. (Petition at 1, 5) This case involves a private dispute between private individuals based on unique facts and circumstances. There is no public interest, let alone substantial public interest.

Mr. Bearden argues the legislature and this Court intended that costs be included in comparing a requesting party's pretrial and posttrial position. (Petition at 16) He quotes language from the bill report and analysis of SB 5373. See Appendix C to Petition. The language is absolutely silent on the subject of statutory costs. SB 5373 did amend RCW 7.06.050 to add the offer of compromise provisions. SB 5373 also amended RCW 7.06.060 to add, among other things, section (2), subsection (3) which allows the prevailing party to recover the statutory costs for both the arbitration and the trial. See Appendices 1 and 2 to Answer. Nothing in the language of the statutes or the legislative history speaks to the subject of including statutory costs in the pretrial and

posttrial comparison for determining whether the requesting party improves his position on trial de novo.

Similarly, nothing in the history of the amendment to MAR 6.4 speaks to the subject of including statutory costs in the pretrial and posttrial comparison for determining whether the requesting party improves his position on trial de novo. See Appendix D to Petition. Division I's 2017 decision does not conflict with the statutes, rules, or legislative history. And the statutes, rules, and legislative history do not show any intent that statutory costs be included in the pretrial and posttrial comparison for determining whether the requesting party improves his position on trial de novo.

In fact, the statutes show that statutory costs are an entirely separate subject from improving one's position on the trial de novo. RCW 7.06.060(3) states:

> If the prevailing party in the arbitration also prevails at the trial de novo, even though at the trial de novo the appealing party may have improved his or her position from the arbitration, this section does not preclude the prevailing party from recovering those costs and disbursements otherwise allowed under chapter 4.84 RCW, for both actions.

The legislature treats prevailing party status entitling one to RCW 4.84 costs as a separate and distinct concept from a requesting party improving his or her position on the trial de novo. *State v. Tracer*, 173 Wn.2d 708,

718, 272 P.3d 199 (2012) (basic rule of statutory construction that legislature intends different terms used in same statute to have different meanings).

Not only does Mr. Bearden ignore the plain differences in the statutory language, he urges that terms be added to the statutes and court rules by arguing the legislature intended that RCW 4.84.010 costs "be counted in deciding whether to appeal." (Petition at 17) If the legislature wanted to include that language, the legislature could have done so. This Court "cannot add words or clauses to an unambiguous statute when the legislature has chosen not to include that language. We assume the legislature 'means exactly what it says.'" *State v. Delgado*, 148 Wn.2d 723, 727-28, 63 P.3d 792 (2003). Mr. Bearden's argument requires a rewriting of RCW 7.06.060 and rules by adding words.

Mr. Bearden argues that Division I's 2017 decision decreases the deterrence of a trial de novo. (Petition at 15-16, 17-19). He argues the decision reduces the size of the "stick," i.e. deterrent, "by ignoring the minimal increased RCW 4.84.010 costs the non-appealing party necessarily incurs for trial." (Petition at 16)

Nothing about Division I's 2017 decision reduces the risk to the party requesting the trial de novo, and certainly nothing reduces the risk to a defendant like Mr. McGill. Any party requesting trial de novo must

assess the risks of whether the fact finder at trial will be more generous in its award than the arbitrator was. Because compensatory damages cannot be computed by any formula or standard, a party requesting the trial de novo always takes a risk of trying to predict the fact finder's damages award. Washington Pattern Civil Jury Instruction, WPI 30.01.01 ("The law has not furnished us with any fixed standards by which to measure noneconomic damages. With reference to these matters you must be governed by your own judgment, by the evidence in the case, and by these instructions.").

If the fact finder makes a larger damage award than the arbitrator, the requesting party has the "stick" of having to pay the MAR 7.3 attorney fee and litigation expenses. And if the requesting party is also not the prevailing party, the requesting party has the "stick" of having to pay the damages award plus the RCW 4.84 costs to the prevailing party, as Mr. McGill did in this case. (CP 1-4) RCW 7.06.060(3) allows the prevailing party to recover statutory costs for both the arbitration and trial.

Division I's 2017 decision follows the established rules of statutory construction and implements the legislative intent. There is no issue of substantial public importance. This Court should deny review.

V. CONCLUSION

The Court of Appeals correctly reversed the trial court's award of MAR 7.3 attorney fees and costs to plaintiff/petitioner Bearden. Division I's 2017 decision does not qualify for review under RAP 13.4. Mr. McGill respectfully requests that this Court deny review.

DATED this 21st day of April, 2017.

REED McCLURE

By _____

Marilee C. Erickson WSBA #16144
Attorneys for Respondent

067824.099419/726425.docx

and safety, the support of the state government and its existing public institutions, and shall take effect May 1, 1979.

Passed the House March 8, 1979.
Passed the Senate March 2, 1979.
Approved by the Governor March 23, 1979.
Filed in Office of Secretary of State March 23, 1979.

CHAPTER 103

[Substitute House Bill No. 425]

CIVIL ACTIONS——MANDATORY ARBITRATION

AN ACT Relating to mandatory arbitration of civil actions; creating a new chapter in Title 7 RCW; and providing an effective date.

Be it enacted by the Legislature of the State of Washington:

NEW SECTION. Section 1. The superior court of a county by majority vote of the judges thereof may authorize mandatory arbitration of civil actions under this chapter.

NEW SECTION. Sec. 2. All civil actions, except for appeals from municipal or justice courts, which are at issue in the superior court in counties which have authorized arbitration, where the sole relief sought is a money judgment, and where no party asserts a claim in excess of ten thousand dollars, exclusive of interest and costs, are subject to mandatory arbitration.

NEW SECTION. Sec. 3. The supreme court shall by rule adopt procedures to implement mandatory arbitration of civil actions under this chapter.

NEW SECTION. Sec. 4. The qualifications and appointment of arbitrators shall be prescribed by rules adopted by the supreme court. Arbitrators shall be compensated in the same amount and manner as judges pro tempore of the superior court.

NEW SECTION. Sec. 5. Following a hearing as prescribed by court rule, the arbitrator shall file his decision and award with the clerk of the superior court, together with proof of service thereof on the parties. Within twenty days after such filing, any aggrieved party may file with the clerk a written notice of appeal and request for a trial de novo in the superior court on all issues of law and fact. Such trial de novo shall thereupon be held, including a right to jury, if demanded.

If no appeal has been filed at the expiration of twenty days following filing of the arbitrator's decision and award, the clerk shall enter the arbitrator's decision and award as a final judgment in the cause, which shall have the same force and effect as judgments in civil actions.

NEW SECTION. Sec. 6. The supreme court may by rule provide for costs and reasonable attorney's fees that may be assessed against a party

appealing from the award who fails to improve his position on the trial de novo.

NEW SECTION. Sec. 7. No provision of this chapter may be construed to abridge the right to trial by jury.

NEW SECTION. Sec. 8. Sections 1 through 7 of this act shall constitute a new chapter in Title 7 RCW.

NEW SECTION. Sec. 9. If any provision of this act or its application to any person or circumstance is held invalid, the remainder of the act or the application of the provision to other persons or circumstances is not affected.

NEW SECTION. Sec. 10. This act shall take effect July 1, 1980.

Passed the House February 20, 1979.
Passed the Senate March 8, 1979.
Approved by the Governor March 23, 1979.
Filed in Office of Secretary of State March 23, 1979.

CHAPTER 104

[House Bill No. 612]

INDUSTRIAL INSURANCE——PERMANENT PARTIAL DISABILITIES——COMPENSATION

AN ACT Relating to industrial insurance; amending section 51.32.080, chapter 23, Laws of 1961 as last amended by section 46, chapter 350, Laws of 1977 ex. sess. and RCW 51-.32.080; and declaring an emergency.

Be it enacted by the Legislature of the State of Washington:

Section 1. Section 51.32.080, chapter 23, Laws of 1961 as last amended by section 46, chapter 350, Laws of 1977 ex. sess. and RCW 51.32.080 are each amended to read as follows:

(1) For the permanent partial disabilities here specifically described, the injured worker shall receive compensation as follows:

LOSS BY AMPUTATION

Of leg above the knee joint with short thigh stump (3" or less below the tuberosity of ischium)	$((~~18,000.00~~))36,000.00
Of leg at or above knee joint with functional stump	((~~16,200.00~~))32,400.00
Of leg below knee joint	((~~14,400.00~~))28,800.00
Of leg at ankle (Syme)	((~~12,600.00~~))25,200.00
Of foot at mid-metatarsals	((~~6,300.00~~))12,600.00
Of great toe with resection of metatarsal bone	((~~3,780.00~~))7,560.00
Of great toe at metatarsophalangeal joint	((~~2,268.00~~))4,536.00
Of great toe at interphalangeal joint	((~~1,200.00~~))2,400.00

CERTIFICATION OF ENROLLMENT

SENATE BILL 5373

Chapter 339, Laws of 2002

57th Legislature
2002 Regular Session

ARBITRATION--OFFER OF COMPROMISE

EFFECTIVE DATE: 6/13/02

Passed by the Senate February 11, 2002
YEAS 37 NAYS 11

BRAD OWEN
President of the Senate

Passed by the House March 7, 2002
YEAS 65 NAYS 28

FRANK CHOPP
Speaker of the House of Representatives

CERTIFICATE

I, Tony M. Cook, Secretary of the Senate of the State of Washington, do hereby certify that the attached is **SENATE BILL 5373** as passed by the Senate and the House of Representatives on the dates hereon set forth.

TONY M. COOK
Secretary

Approved April 3, 2002

GARY LOCKE
Governor of the State of Washington

FILED

April 3, 2002 - 10:47 a.m.

Secretary of State
State of Washington

APPENDIX 2

SENATE BILL 5373

Passed Legislature - 2002 Regular Session

State of Washington 57th Legislature 2001 Regular Session

By Senators Sheahan, Kline, McCaslin, Thibaudeau, Kastama, Long, Roach, Johnson and Constantine

Read first time 01/19/2001. Referred to Committee on Judiciary.

AN ACT Relating to mandatory arbitration of civil actions; amending RCW 7.06.050 and 7.06.060; and adding a new section to chapter 7.06 RCW.

BE IT ENACTED BY THE LEGISLATURE OF THE STATE OF WASHINGTON:

Sec. 1. RCW 7.06.050 and 1982 c 188 s 2 are each amended to read as follows:

(1) Following a hearing as prescribed by court rule, the arbitrator shall file his decision and award with the clerk of the superior court, together with proof of service thereof on the parties. Within twenty days after such filing, any aggrieved party may file with the clerk a written notice of appeal and request for a trial de novo in the superior court on all issues of law and fact. Such trial de novo shall thereupon be held, including a right to jury, if demanded.

(a) Up to thirty days prior to the actual date of a trial de novo, a nonappealing party may serve upon the appealing party a written offer of compromise.

(b) In any case in which an offer of compromise is not accepted by the appealing party within ten calendar days after service thereof, for purposes of MAR 7.3, the amount of the offer of compromise shall

replace the amount of the arbitrator's award for determining whether the party appealing the arbitrator's award has failed to improve that party's position on the trial de novo.

(c) A postarbitration offer of compromise shall not be filed or communicated to the court or the trier of fact until after judgment on the trial de novo, at which time a copy of the offer of compromise shall be filed for purposes of determining whether the party who appealed the arbitrator's award has failed to improve that party's position on the trial de novo, pursuant to MAR 7.3.

(2) If no appeal has been filed at the expiration of twenty days following filing of the arbitrator's decision and award, a judgment shall be entered and may be presented to the court by any party, on notice, which judgment when entered shall have the same force and effect as judgments in civil actions.

Sec. 2. RCW 7.06.060 and 1979 c 103 s 6 are each amended to read as follows:

(1) The ((~~supreme~~)) superior court ((~~may by rule provide for~~)) shall assess costs and reasonable attorney's fees ((~~that may be assessed~~)) against a party ((~~appealing from~~)) who appeals the award ((~~who~~)) and fails to improve his or her position on the trial de novo. The court may assess costs and reasonable attorneys' fees against a party who voluntarily withdraws a request for a trial de novo if the withdrawal is not requested in conjunction with the acceptance of an offer of compromise.

(2) For the purposes of this section, "costs and reasonable attorneys' fees" means those provided for by statute or court rule, or both, as well as all expenses related to expert witness testimony, that the court finds were reasonably necessary after the request for trial de novo has been filed.

(3) If the prevailing party in the arbitration also prevails at the trial de novo, even though at the trial de novo the appealing party may have improved his or her position from the arbitration, this section does not preclude the prevailing party from recovering those costs and disbursements otherwise allowed under chapter 4.84 RCW, for both actions.

NEW SECTION. **Sec. 3.** A new section is added to chapter 7.06 RCW to read as follows:

RCW 7.06.050 and 7.06.060 apply to all requests for a trial de novo filed pursuant to and in appeal of an arbitrator's decision and filed on or after the effective date of this act.

Passed the Senate February 11, 2002.
Passed the House March 7, 2002.
Approved by the Governor April 3, 2002.
Filed in Office of Secretary of State April 3, 2002.