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COURT OF APPEALS
DIVISION II

2019 SEP 24 PM 1:24

STATE OF WASHINGTON

BY AP
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97722-4

No 51407-9-II

FILED
SUPREME COURT
STATE OF WASHINGTON
9/30/2019
BY SUSAN L. CARLSON
CLERK

COURT OF APPEALS, DIVISION II
OF THE STATE OF WASHINGTON

SKIPPER WILLIAM KUZIOR

Petitioner,

Vs

ASHLEY L KUZIOR,

Respondent

~~RESPONSE TO BRIEF OF RESPONDANT~~

Pettion For Review

Skipper W Kuzior

Attorney for Petitioner

JENNIFER ANNE WING

Attorney for Respondent

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- In re Marriage of Morrow, 53 Wn. App. 579, 770 P. 2d 197 (1989)
- In re Marriage of Tang, 57 Wn. App. 648, 655, 789 P.2d 118 (1990)
- Baird v. Baird, 6 Wn. App. 587, 590-91, 494 P.2d 1387 (1972)
- Broom v. Morgan Stanley DW. Inc 169 Wn. App. 35, 43, 856 P.2d 1138 (2003)
- Hecker v. Corinas, 110 Wn. App. 865 (2002)
- Kemmer v. Kesinki 116 Wn. App. 924, 933, 68 P. 3d 1138 (2003)
- Lavigne v. Green 106 Wn. App. 12, 16, 23 P.3d 515 (2001)

STATUTES

RCW 26.09.080

RCW 26.050.030

RCW 7.04A230

RCW 7.04A150

RCW 26.09.140

RCW 26.09.184

RCW 26.09.191

RCW 26.50.010

Regulations and Rules

CR 2 A

RAP 10.3 (a) 4-6

RAP 18.1

RAP 18.9

Federal Authorities

Article 6: Right to a fair Trial

1964 Civil Rights act Section 504 Disability Rights

A. STATEMENT OF PETITIONER.....

My name is Skipper William Kuzior I have a disability that I have had since I was a child. I have never had an LRA were I have been required to take medications. The one and only time I was civilly committed was ancient history 1996 See the Class Action Allen Case I was instrumental in the positive change that concluded the Barbaric use of restraints on Developmentally Disabled Adults the entire staff of the hospital told me I was a Hero and held candles when I was released from six points after over three months consecutive. I was immediately offered full grounds privileges for the first time and released to my mother Lorraine Kuzior within days. Previously she was told I would always be institutionalized cause I was to kind and would be taken advantage of by others for the rest of my life. I have voluntarily taken a child's dose of lithium 350 mmgs after my father in law a

Postal Supervisor got me arrested under false charges in 2008 I was given this prescription so that I could take it and get out of jail right away if someone were to accuse me of a crime. It does nothing more to my Affect than a cup of coffee in the morning. Charles Boyle's best friend of 20 years accused me of cutting down a tree at a post office. The police laughed as they held up some blackberry bush pieces and said why you do it cut up their blackberry bushes. The sad thing is I always thought it was some sort of prank by the cops until my Psychologist Todd at Comprehensive Life Resources explained the truth to me in August of 2016. While in jail Ashley Kuzior filed for divorce under the direction of Nancy Lemay and Charles Boyles. The pair was jealous that I started a successful foreclosure restoration company with my wife's mother Debbie Lemay and Aunt Dixie I basically taught their friends they were trying to get off of drugs how to work. My experience as a meth lab decontamination supervisor made me pretty fearless of people with these problems. I also had a Badge number with the Health Department that involved a background check its gotten me out of a few traffic tickets over the years. 6

Charles Boyles again tried to get me arrested under false charges in August of 2016 when I was temporarily awarded the family house at the July 2016 hearing. Charles had his son Chad spray paint "Rape weed for Free" on a 1970s RV

Before I was married to Ashley I purchased a home from pierce county community development the interest was 70/40 3 and 1 percent because of my disability. I was able to fully pay this Asset off due to overpayments on principle.

Debbie Lemay transferred my fully paid off house into a company DLS Debbie Lemay and Skipper for membership in a LLC. She was infuriated at her mother (Nancy Lemay) and her ex (Charles Boyles)for their actions. Debbie even took Nancy off of her will and put her boyfriend Ronald Sheppard in Charge as well as her sister Dixie Lemay as a backup executor.

I have always held Supervisor positions all of my life and have started many companies as well as 501 c3s. I start at the bottom usually and work my way up the biggest asset I have is honesty and trustworthiness as well as hard work finishing projects' and perseverance. 7

B CITATION TO COURT OF APPEALS UNPUBLISHED OPINION...

Let's start with the entire document as a whole. Whoever the author was this is almost an exact copy of Mrs. Wings Response to Appellants Brief. It is almost word for word and would definitely almost be considered plagiarism by the court of law. I guess technology just makes it too easy for a clerk to just scan a document change a few small things add a signature line and sign it even without reading a single word.

Lets start with the first page were they award Ashley attorneys fees on Appeal. The Partial CR2A is very clear on the fact that Ashley agreed to pay all of her attorney's fees. It seems the partial CR2A is a contract only to be broken by its cold hearted author the infamous Jennifer Wing

The second page again affirms that all of Ashley's attorneys fees re to be pay by Ashley however her billionaire grandmother Nancy Lemay has paid every dime. They now want to break the contract a second time under appeal. They already received over a 5,800.00 Judgment on all fees after the partial contract

Fact my attorney Howard Comfort withdrew after my credit card company caught him stealing money from me nearly a month after he was fired for not clarifying the Partial CR11 contract. 8

Bottom of page 2 The clarification only involved businesses and real estate not dealt with in the partial CR2A for the court of appeals to assume that this meant I was seeking relief from a contract for addressing assets that were purposely hidden by the petitioner Ashley Kuzior and not addressed in her partial CR2A there was a clear and manifest abuse of discretion on this CR2A such as *Baird v Baird, 6 Wn. App. 587, 590-91, 494 P.2d 1387 (1972)*

Page 4 deals with Ashley's revolving story this can all easily be proven false with her June 3rd deposition. Ashley states under penalty of perjury that my hand brushed her shoulder. Ashley even testified that she confirmed from her attorney (Jennifer Wing) that all of our families' assets were hers. This original statement is a far cry from her illustrious perjures statement of December 2018 with a closed fist pins needles. I never threw any dishes in my life we also have hard floors. Ashley confirmed no dishes broke I confirmed she was referring to the time I accidentally dropped some dishes while unloading the dishwasher

Perhaps the largest Error in this unpublished opinion is the Fact that my creditability as well as all my rights to property are denied because I was born with a disability leaving me as a second class citizen in a near Homeless state. Bullied by my former attorney and Jennifer Wings longtime friend Norm Margalous as Howard Comfort plucked a Small guitar laughing. 9

The pair both accepted the 10k gift checks written by Nancy Lemay from her private Columbia bank account

C ISSUES PRESENTED FOR REVIEW.....

- A. The trial court failed to even listen to Skipper Kuzior's Motion for Clarification of the CR2A even though there was empirical and factual evidence to the fact that there were multiple versions of the CR2A floating around see the signature line of the order the oral argument was over in less than 60 seconds. CP Oct 24, 2017 page 2 line17-21 1:46pm Mrs. Wing stated "There are Multiple CR2A Orders Floating" Also Deposition of Norm Marguillis Page 12 line 6-8" Well, I don't possess a copy of this agreement, and so I have nothing to compare what you handed me Exhibit 2" As the negotiator it will have been his duty to maintain an original in case there were changes made at a later date . Norm allowed Wing to draft her own CR2A as well as the opportunity to forge my name and initials with a pen only in her possession 10

I crossed out any interest in the Estate of Debbie Lemay Sheppard. This infuriated everyone present in a separate room from me including Nancy Lemay who wrote a large check to Norm Marguillis see deposition 10/2/17 Page 13 line16-21

And in his motion I will represent to you that he claims that Ms. Kuzior's billionaire grandmother, Nancy Lemay, left mediation and provided you with a gift check in an envelope.

Do you recall Ms. Kuzior's grandmother providing you a gift check in an envelope\

A. She may have. She was there. And there were additional fees to be paid. The evidence points to the facts that this is exactly what occurred. I noticed that I had a blurry copy only two places had live ink. Norms signature at bottom and were I crossed out any interest in the Estate of Debbie Lemay Sheppard. The only document I either signed or initialed was on ruled notebook paper it was a partial and is still in Norms possession **Fact.** Cp 10/2/17 Deposition Norm Marguillis page 13 line2-3 I frankly, don't recall if that was the agreement with these two parties. 11

The most disturbing aspect of this case is the fact that Jennifer Wings final order leaves the youngest most vulnerable child of the marriage Claudia Kuzior Nancy and Deborah's younger sister conceived during the marriage Homeless

THE PROPERTIES A 4101 KING ST E Tacoma, WA B 5501 264th ST E Graham, WA 98338 Are both Intrinsically **Worthless**. The King Street house is a complete tear down with a bad septic system. I tried to sell it only to find out it was unmarketable I had to give it away to keep from having a foreclosure on my record.

Ashley Kuzior was aware of the back taxes and condition of this Structure. The plan was a controlled burn then selling the building parcel. Ashley Kuzior took my 65 thousand dollars I had saved over 8 years ago and spent it on her. Instead of transferring the property to me Nancy Lemay put it in Ashley's name with the leans she attached as well as the years of back taxes the property was liquidated for nothing to stop it from going into foreclosure and ruining my perfect credit.

Frankly this should be adequate proof beyond any reasonable doubt that all parties responsible have lost any direction on their moral compasses Nancy Lemay, Jennifer Anne Wing, Judge Kitty Van Doornick as well as my Ex Ashley Kuzior 12

Ashley Kuzior filed for legal separation on June 3, 2016. Ms Kuzior's attorney was Jennifer Anne Wing. I was originally awarded the family house on a temporary basis 2017 90th ST E Tacoma, due in a large part to the fact they tried to leave me homeless. Ashley had also emptied out our joint account into the registry of the court and ran up over 50k dollars in debt on our credit cards six months prior to her filing for divorce. I was also stuck with over 30k dollars in Debt for a Hummer the only vehicle on the temporary orders my way at the time it had electrical issues and had to be towed.

August 2016 I was able to hire Miranda Banner who signed the house away on October 2016 orders. Jennifer Wing had added the terms pending further court orders to my award on the house. I begged my attorney to ask for a continuance till I could find my portable scanner that documented **Wings Fraud**. Miranda also tried to make a motion to give herself all the money left in the registry of the court this motion was denied. Out of the 8k I gave her I got 800.00 back for her help after I fired her. I knew I only had enough money for about five months rent a small problem I realized I would be homeless when it ran out.

Valentines' day 2016, I was ordered to give my only working car my 2008 Toyota Highlander to Ashley. At the time I was now officially homeless my only vehicle was also my house Ashley then filed for contempt this was stricken when I hired a public defender to represent me indigent 13

I moved into my parents basement saved some money for trial about six thousand I hired McKinley Irvin paid a retainer made a Motion to Extend time this motion was denied Kitty Van Doornick stated Ashley wants to get this over with. Kitty refused to even look at my Orders. I appealed this decision for discretionary review. Howard Comfort who was not present said he would represent me.

On August 3rd I went to Howard Comforts office for a pretrial conference. I was told to leave my court papers at home. I agreed to a vague partial cr2a drafted by Norm Margalus on notebook paper only listing two pieces of real estate I purchased recently. It also listed our vehicles that were it. When Jennifer Wing drafted this she tried to change things she wrote the Mustang over to Ashley Norm pointed this out and told me to initial it.

I noticed the terms any interest in the estate of Debbie Lemay Sheppard I crossed this of which infuriated everyone. I ended up going home with the assumption we were splitting the businesses equally. I was told not to look at the paper till I got home. When I got home I noticed I had a blurry copy of a completed Cr2a with one line through It the only original signature was Norm Margulies bottom last page.

Mr. Kuzior called Howard Comfort to fix the mess he got me into. Howard chuckled and stated he would not Howard also stated Norm has a terrific 14

reputation as a negotiator and you will never win. I fired Howard Comfort and filed my cr2a without a seal on August 7, 2017. On August 14, 2017 I filed for a Motion to clarify the Cr2A agreement. Mr. Comfort failed to withdraw till August 28, 2017. He withdrew after making unauthorized withdraws on my credit card as he worked with opposing council to enforce the Cr2a. I got this money back however Howard also withdrew money from my wife's Costco account I was stuck with the bill for this. My credit card company caught this and sent a letter to Ashley removing her from this business account.

The court denied the motion to clarify October 24, 2017. Trial commenced on December 7, 2017. The court indicated trial court would only be considering the parenting plan considering the two children of the marriage, and no financial issues (RP page 8). Mr. Kuzior was pro se at the trial. Ms Kuzior was represented by Jennifer Wing. The court entered an oral ruling on December 16, 2017. Findings and Fact and Conclusions of law were entered on December 21, 2017. I filed for appeal on December 28, 2017. 15

I. ASSIGNMENTS OF ERROR.....

- (1) The trial court erred by failing to make a just and equitable division of the families assets when it failed to reconsider and clarify the partial CR2A
- (2) The trial court erred when it restricted my visitation rights and Imposed a Lifetime Restraining order based on lies and a changing story (July 5, deposition Ashley Kuzior) vs her December 17,2017 (RP page 17) also reference Guardian at Latium sealed report
- (3) The court grossly eroded and exercised extreme prejudice when it made the statement (RP 2 page 7)and just for the record, I'll make a specific finding that I did not find Mr. Kuzior creditable. He is clearly obsessed with money. Also allowing Wing to write in on signature page final orders December 17, 2017 Mr. Kuzior is not creditable because he has been diagnosed with schizoffective
- (4) The court proceeded with commencement of final orders not even giving me time to seek council with a death in the family Matt Kuzior. The court stated. Then you don't need to be here. (RP 2 page15)
- (5) The Court grossly erred by not helping Ashley Kuzior with her illegal Drug use (RP pg 11 line 9) No. that's not part of my order today. She can do what she wants 16

Norm Margoles Cr2a should be vacated for the following reasons:

- (a) The award was procured by fraud I never signed or initialed the order drafted by opposing council Jennifer Anne Wing
- (b) There was [evidence the arbitrator was taking sides with opposing council even allowing Jennifer wing to transfer the document to word format without my consent][Corruption by the arbitrator who took personal checks from Nancy Lemay admitted in his telephone conversation with Wing. Norm also took a gift of car Show tickets to meet Nancy Lemay at her lavish C ST house for a tour of her lavish Estate][The arbitrator predjudiced Skipper Kuzior stating “my ex wife had bi-polar she was an attorney “ [There was no notice of the arbitration it was
- (c) supposed to be a pre trial conference at the court house I was told to leave his paperwork at home as he would not need it
- (d) December 14, 2017 (RP 7 line 17) Kitty shows extreme Bias “That Mr. Kuzior is not creditable because he is obsessed with money
- (e) 12/14 (RP line 23) Kitty was made aware that my father was on his death bed I needed some additional time to prepare for the final decision as well as the drastic change in parenting plan as I no longer have a domestic house do to her rulings this showed extreme callous and a Biased Judicial process 17

II. ISSUES RELATED TO THE ASSIGNMENT OF ERROR.....

Under RCW 7.04A230, a court may vacate an arbitration award under the following circumstances

A the award was procured by corruption or fraud, or other undo means;

B there was

Evident partiality an arbitrator appointed is neutral

Corruption by an Arbitrator

Misconduct by an arbitrator prejudicing the rights of a party to arbitration proceeding

C An arbitrator refuses to postpone the hearing upon showing of sufficient cause to postpone, refusal to consider evidence material to the contrary, or otherwise conducted the hearing contrary to RCW 7.04A 150, so as to prejudice substantially the rights of party to arbitrate proceedings

D an arbitrator exceeded the arbitrator's power; 18

E There was no agreement to arbitrate , unless the person participated in arbitration proceeding without raising objection under RCW7.04A 150(3)no later than the commencement of the arbitration hearing; or

F The arbitration was conducted without proper notice the initiation of arbitrations required 7:04a 090so as to prejudice substantially the rights of a party to the arbitration proceeding

III. STATEMENT OF THE CASE.....

Skipper and Ashley Kuzior were married June 4,2005 in Pierce County. At the time of marriage I owned as my sole and separate property real property 15801 83rd Ave E, in Puyallup, Washington, in the county of Pierce. The parties lived in the home for over 2 years. Over the Next twelve years, I became involved in starting multiple businesses with my Wife's family. 19

This resulted in comingling of personal, community and various trust assets. Both parties had substantial community personal and real property accumulated during the marriage

The crux of the dispute is the division of community personal and real property during the Cr2A process, and the final parenting plan signed by the court. During the relationship the parties accumulated assets that were not divided equally under the law. Instead these assets were hidden by her grandmother Nancy Lemay who transferred them into her name. The final parenting plan resulted in only receiving supervised visits, this was an error I have proven myself with a great evaluation done by Dr. Moore. It is impossible to get a parenting component without the mothers help the original order should have been changed per the Commissioner Smits ruling both parents get mental evaluation July5,2016 (CP page 1) also see scope of Guardian at Litem.

Skipper has earned the right to a fair division of his family's assets. The Lifetime Domestic Violence restraining order needs to be lifted this order is based on documented lies. 20

Mrs. Kuzior has changed her story in her own depositions from the start. Jennifer Wing told her to lie so the court would feel sorry for her. See deposition of Ashley Kuzior dated June 5th2016. Ashley also got caught lying to Nancy See the Guardian at Litem Report. Mr. Kuzior needs to be there for his young daughters who love him.

The court should reverse and remand Cr2a with instructions to the trial court to distribute property in a fair and equitable manner a change of venue should be recommended as to not leave me in economic disparity and unable to finish the build on my home due to financial overburden

The 5,800.00 in undocumented legal fees Jennifer Wing acquired in final orders shall be summarily dismissed with prejudice

The court shall make due haste to grant Mr. Kuzior unsupervised visits with his two oldest daughters. 21

IV. ARGUMENT.....

(1)The trial court erred by failing to make a Just and Equitable division of the parties assets when it failed to reconsider the CR2A agreement.

The trial courts distribution of property in a dissolution action is guided by State which requires it to consider multiple factors in reaching an equitable conclusion.

RCW 26.09.080. *Stacofsky v.Starcofsky,90 Wn. App135, 147, 951 P.2d346(1998)*,review denied,136 Wn.2d1010 (1998). When weighing these factors, the court must make a “just and equitable ”distribution of marital property.

In doing so the trial court has discretion, which will be reversed only when there is manifest abuse of discretion. In re *Marriage of McDonald, 104 Wn. 2d745,751,709 P. 2d1196 (1985)*

A trial court abuses its discretion if its decision is manifestly unreasonable, which means that its decision is outside the range of acceptable choices, or if its decision is based on untenable grounds. 22

In this case the trial court erred when it refused to clarify and reconsider the CR2A agreement. Mr. Kuzior's council withdrew from his representation after his client requested a clarification of the CR2A agreement. (CP 7) It was incumbent on the court to hold a full evidentiary hearing with testimony from Howard Comfort as to the basis of his withdrawal, any conflict of interest which may have caused his withdraw, also for clarification as to the division of assets and agreement.

The trial court must distribute the marital property in a manner which is just and equitable after considering all relevant factors, including (1) the nature and extent of community property, (2) the nature and extent of separate property, (3) the duration of marriage; and (4) the economic circumstance of each spouse. RCW 26.09.080

The trial court, in refusing to reconsider the CR2A agreement, made an error in the division of the community and separate property, which resulted in patent economic disparity. By not holding a full evidentiary hearing on the CR2A agreement, the trial court has allowed Ms. Kuzior to profit enormously at Mr. Kuzior's expense, leaving him with little monthly income, housing, or retirement.

A court may consider a motion to clarify a prior ruling at any time *Kemmer v. Kesinki* 116 Wn. App. 924, 933, 68 P.3d 1138 (2003)”

Previous cases Cr2A modification and clarifying a CR2A agreement as follows:
Broom v. Morgan Stanley DW. Inc 169 Wn 231, 236 P.3d 182, 183-186 (2010) *In re Marriage of Ferree*. 71 Wn. App 35, 43, 856 P.2d 706 (1993) *Lavigne v. Green* 106 Wn. App. 12, 16, 23 P.3d 515 (2001)

(2) The trial court erred when restricted the visitation rights of Mr. Kuzior and imposed a lifetime restraining order.

RCW 26.050.30, the Domestic Violence Protection Act created an act known as petition for protection in cases of domestic violence. The act covers domestic violence between family members and under the statute “Domestic Violence” means

- (a) Physical Harm, bodily injury assault or the infliction of fear or imminent physical harm, bodily injury or assault, between family or household members.
- (b) Sexual assault of one family or household members by another; or 24

(c) Stalking as defined in RCW 9.46.110 one family member by another family or household member

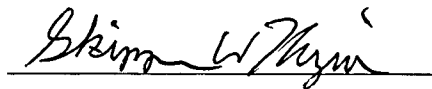
Mr. Kuzior contends that (1) there was no evidence at trial which would support the courts order, and the court abused its discretion when lifetime restraining order was signed by the court. Hecker v. Cortinas, 110 Wn. Ap. 865 (2002)

V...CONCLUSION.....

The trial court failed to reconsider the partial CR2A agreement also erred when it imposed a lifetime no contact order

Lifetime No Contact Order improper served; this order was not supported by the record or the facts. This order should be reversed. On remand, the court should direct the trial court to hold a full hearing with the objective of giving Skipper Kuzior his fair distribution of the family's assets of marriage. Leaving Mr. Kuzior destitute with little income no retirement and no housing is not a fair option. A change of venue would likely be recommended due to the extreme bias and prejudice exercised through the entire proceedings. 25

Dated 24th Day September 2019

A handwritten signature in cursive script, reading "Skipper W Kuzior", is written over a horizontal line.

Skipper W Kuzior

School of the Wise One Pro Se

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1 253 224 8149

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August 27, 2019

IN THE COURT OF APPEALS OF THE STATE OF WASHINGTON

DIVISION II

In the Matter of the Marriage of
ASHLEY LYNN KUZIOR,

Respondent,

and
SKIPPER WILLIAM KUZIOR,

Appellant.

No. 51407-9-II

UNPUBLISHED OPINION

CRUSER, J. — Skipper Kuzior appeals from the trial court’s orders dissolving his marriage with Ashley Kuzior and the trial court’s issuance of a permanent domestic violence protection order against Skipper.¹ Skipper contends that (1) the trial court erred in denying his motion to clarify the CR 2A agreement and in placing restrictions on his visitation, (2) the trial court demonstrated bias against him in finding that he was not credible and in scheduling a date for the presentation of final orders, and (3) the trial court erred in awarding of attorney fees and costs to Ashley. Skipper requests fees on appeal.

We affirm the trial court’s orders and grant Ashley’s request for attorney fees and costs on appeal.

¹ We use the parties’ first names for clarity.

FACTS

Skipper and Ashley married in 2005 and have two daughters. In June 2016, Ashley filed a petition for legal separation and a continuing restraining order against Skipper. Ashley also requested that the trial court order supervised visitation and appoint a guardian ad litem (GAL). The trial court granted Ashley's request for a restraining order against Skipper, supervised visitation for Skipper, and appointed a GAL. Subsequently, Ashley filed a petition for dissolution of marriage.

The parties mediated their case in August 2017. Both parties were represented by counsel at the mediation. Skipper and Ashley, and their respective counsel, signed a CR 2A agreement that settled on terms of the decree of dissolution. The agreement states that the parties "acknowledge and agree" that the agreement "fully settled the dissolution case as it relates to division of assets and liabilities, [and] spousal maintenance." Clerk's Papers (CP) at 269. The agreement also specified that each party would pay their own attorney fees and costs.

One week after the mediation, Skipper filed a motion to "clarify"² the CR 2A agreement. In his motion, Skipper asked the trial court for "[his] share" of the family businesses, accounts, real estate, and vehicles. CP at 205. He alleged that during the mediation, the mediator was threatening, hostile, and would not let him read the final agreement. After Skipper filed his motion to clarify, his attorney withdrew.

² Skipper captioned his motion as a "Motion to Clarify Altered Settlement Conference Amendment to Split All Businesses Acquired and Ran by the Respondent and Petitioner Equally as well as Any Accounts or Real Estate Automobiles." The caption of the motion suggests that he was seeking relief from the CR 2A, not its clarification.

In response to Skipper's motion, Ashley moved to enforce the CR 2A agreement. In support of her motion, Ashley submitted the deposition testimony of the mediator and Skipper's former attorney. The mediator and Skipper's former attorney testified that Skipper was never threatened at the mediation, the mediator did not act "inappropriately," and Skipper entered the CR 2A agreement fully and voluntarily. Skipper's former counsel testified that Skipper was aware of all assets at issue and was informed of all possible settlement options. His counsel also testified that he and Skipper reviewed the agreement together multiple times, going "line by line," before Skipper signed the agreement. CP at 260-61. The trial court denied Skipper's motion to clarify and granted Ashley's motion to enforce the CR 2A agreement.

In October 2017, Skipper moved for an appointment of a new GAL or parenting investigator. Skipper requested that the trial court appoint a new GAL because the first court-appointed GAL did not investigate what he alleged was Ashley's drug use, her mental health issues, or her extended family's criminal history. The trial court denied his motion.

The case proceeded to trial for determination of the parenting plan. Ashley also requested that the court enter a permanent domestic violence protection order against Skipper. At trial, Ashley presented evidence of Skipper's long-term mental health issues, including two court-ordered forensic psychological reports that diagnosed Skipper with "bipolar 1 disorder, manic with psychotic features" and one court-ordered report that diagnosed Skipper with "Schizoaffective Disorder, Manic Type." 1 Verbatim Report of Proceedings (VRP) at 66; Ex. 39 at 14.

Ashley testified about her observations as to Skipper's mental health throughout their relationship. Skipper was prescribed a medication for his disorder, however Ashley testified that he did not take his medication regularly. When Skipper did not take his medication, he stopped

sleeping, experienced bursts of energy, and became incoherent. When this happened, she and their daughters moved out of the home.

Ashley also testified to three incidences where she feared for her safety. First, on or around March 2016, Skipper became agitated and threw several dishes at Ashley. Skipper stopped throwing dishes when Ashley threatened to call the police. Second, in April 2016, Ashley asked Skipper to seek help. A discussion ensued, and Skipper “hit [Ashley] so hard that [she] felt pins move through [her] body.” 1 VRP at 72. They were in the car with their two daughters at the time. The court-appointed GAL also reported on the April 2016 incident. During an interview with their daughter, the daughter disclosed to the GAL that she saw her father hit her mother in the car while she was in the back seat. Third, Ashley feared for her safety when she attempted to leave their home because Skipper became incoherent and blocked Ashley’s vehicle in their driveway.

The trial court gave its oral ruling on December 14, 2017. After the trial court presented its oral ruling, the trial court set the date for the presentation of the final pleadings. Skipper objected to the trial court’s date on the basis that his “[d]ad is about to die at any time. . . . It’s going to be really busy.” CP at 328. The trial court set a date and directed Skipper to contact Ashley’s attorney or the court if “there’s a problem.” CP at 329.

On December 21, with both parties present, the trial court entered findings of fact and conclusions of law, a dissolution decree, a parenting plan, a child support order, and a permanent domestic violence protection order against Skipper. The trial court found that Skipper has a history of domestic violence as defined by former RCW 26.50.010(3) (2015). The court also found that Skipper had been diagnosed with a schizoaffective disorder and based upon his behavior at trial as

well as his litigious behavior throughout the case, he is sporadic in his use of his prescribed medication. The court further found that Skipper's mental health issues affect his behavior and his ability to parent.

The trial court designated Ashley as the primary decision maker and custodian for the children. The trial court put two "phases" to Skipper's visitation limitations in the parenting plan. For the first year following the trial court's order, the trial court limited Skipper's visitation to professionally supervised visitation. The trial court ordered Skipper to engage in regular, ongoing psychiatric treatment and provide the court with quarterly compliance reports. The trial court reserved a decision on phase II for 12 months pending review of Skipper's compliance with the first phase.

The trial court also entered a permanent domestic violence protection order against Skipper. The domestic violence protection order notes that Skipper "appeared and was informed of the order by the court; further service is not required." CP at 169. Skipper refused to sign the order.

Skipper appeals the dissolution decree, parenting plan, and the domestic violence protection order.

ANALYSIS

Skipper contends that the trial court erred by (1) denying his motion to "clarify" the CR 2A agreement, (2) restricting his visitation rights, (3) entering a permanent domestic violence protection order against him, (4) demonstrating bias against him, and (5) awarding Ashley attorney

fees and costs due to his intransigence.³ He also requests fees on appeal. We affirm the trial court's orders and grant Ashley's request for fees and costs on appeal.⁴

I. DENIAL OF MOTION FOR "CLARIFICATION" OF CR 2A AGREEMENT

Skipper argues that the trial court erred when it denied his motion to "clarify" the CR 2A agreement because (1) the agreement failed to make a just and equitable division of the family assets and (2) the "arbitrator" demonstrated bias against him.⁵ Ashley argues that Skipper's assertions are misplaced and unsupported by the record. We affirm the trial court.

A stipulated settlement agreement is a contract between parties, and we consider it under the common law of contracts. *Condon v. Condon*, 177 Wn.2d 150, 162, 298 P.3d 86 (2013). When both parties assent to an agreement and present evidence of a writing that is signed by both parties,

³ Skipper also argues that the trial court erred when it did not require Ashley to seek treatment for illegal drug use. However, Skipper fails to cite to any case law or rule requiring the trial court to enter a finding of fact for every witness or every piece of evidence considered. Moreover, Skipper does not refer us to any evidence on the record that would support his contention that the trial court erred when it did not require Ashley to seek treatment. Therefore, we decline to review this issue.

⁴ Ashley argues that we should not consider Skipper's appeal because his brief does not conform with RAP 10.3(a)(4), (5), and (6). We agree that Skipper's brief does not conform with RAP 10.3(a)(4), (5), and (6), but we exercise our discretion under RAP 1.2(a) to review the merits of Skipper's claims.

⁵ Skipper also argues on appeal that (1) the CR 2A agreement was procured by fraud because he did not sign the agreement, (2) he did not consent to opposing counsel transferring the agreement to a word document, (3) the arbitrator exceeded his power, and (3) he did not receive notice of the "arbitration." However, Skipper either did not raise these arguments at the trial court level or does not provide a sufficient record to evaluate the merits of these arguments on appeal. As a general rule, we do not consider an issue raised for the first time on appeal. RAP 2.5(a); *State v. McFarland*, 127 Wn.2d 322, 332-33, 899 P.2d 1251 (1995). Additionally, as the appellant, Skipper has the burden to establish the grounds for reviewing an issue for the first time on appeal. RAP 2.5(a); *State v. Grimes*, 165 Wn. App. 172, 186, 267 P.3d 454 (2011). Therefore, we decline to address these claims.

the trial court will enforce it. CR 2A.⁶ “The purpose of CR 2A is to give certainty and finality to settlements.” *Condon*, 177 Wn.2d at 157.

Where a party signs a contract, he is presumed to have objectively manifested assent to its contents. *Cruz v. Chavez*, 186 Wn. App. 913, 920-21, 347 P.3d 912 (2015). We will review stipulations only for fraud, mistake, misunderstanding, or lack of jurisdiction. *de Lisle v. FMC Corp.*, 41 Wn. App. 596, 597, 705 P.2d 283 (1985). Where a trial court has determined that the parties entered into the stipulation disposing of property in a divorce case with understanding and agreement, we will not disturb the trial court’s judgment unless there is a clear and manifest abuse of discretion. *Baird v. Baird*, 6 Wn. App. 587, 590-91, 494 P.2d 1387 (1972).

Here, the CR 2A settlement agreement is a formal, written contract signed by Ashley, Skipper, and their respective attorneys. The parties entered the agreement “with respect to their dissolution of marriage action,” and the purpose of the agreement was to “acknowledge and agree that the parties have fully settled the dissolution case as it relates to division of assets and liabilities, [and] spousal maintenance.” CP at 269. The agreement contains a clear expression of the terms and an intent to be bound.

Skipper does not allege or present any evidence that his attorney signed the stipulated order in violation of CR 2A or that the trial court lacked jurisdiction. Further, Skipper does not allege or present any evidence of mistake or misunderstanding that would suggest the trial court

⁶ CR 2A provides,

No agreement or consent between parties or attorneys in respect to the proceedings in a cause, the purport of which is disputed, will be regarded by the court unless the same shall have been made and assented to in open court on the record, or entered in the minutes, or unless the evidence thereof shall be in writing and subscribed by the attorneys denying the same.

erroneously denied Skipper's motion to "clarify" or set aside the parties' stipulated agreement. Although Skipper alleges fraud, he does not present any evidence of fraudulent behavior that would lead us to believe that rescission is justified.

Instead, the record establishes the opposite. The CR 2A agreement is signed by all parties, including Skipper and his former counsel. Ashley submitted deposition testimony of both the mediator and Skipper's former counsel, who testified that Skipper was present at the mediation and signed the agreement voluntarily. Skipper's former counsel testified that Skipper was well aware of all assets at issue and of "all of the aspects and possible aspects of his recovery, in terms of a settlement." CP at 253. Before Skipper signed the agreement, counsel reviewed the agreement with Skipper multiple times, going "line by line." CP at 260-61.

Under the CR 2A agreement's plain language, the parties affirmatively settled all issues related to the division of assets, liabilities, and spousal maintenance. We hold that the trial court properly denied Skipper's motion.

II. TRIAL COURT'S FINDINGS OF FACT AND CONCLUSIONS OF LAW REGARDING DOMESTIC VIOLENCE

Skipper argues that the trial court erred when entering the permanent domestic violence protection order because the trial court's findings in support of the protection order are not supported by credible evidence. Skipper also argues that the trial court erred when it restricted his rights to visitation with his children. We disagree.

A. STANDARD OF REVIEW

Trial courts have broad discretion in adopting a parenting plan, and we generally review such plans for abuse of discretion. *In re Marriage of Katare*, 175 Wn.2d 23, 35, 283 P.3d 546 (2012). Appellate courts "are reluctant to disturb a child custody disposition because of the trial

court's unique opportunity to personally observe the parties.” *In re Marriage of Murray*, 28 Wn. App. 187, 189, 622 P.2d 1288 (1981). The party who challenges such decisions bears the heavy burden of showing a manifest abuse of discretion. *In re Marriage of Kim*, 179 Wn. App. 232, 240, 317 P.3d 555 (2014). A trial court's disposition of property is also reviewed for abuse of discretion. *In re Marriage of Urbana*, 147 Wn. App. 1, 9, 195 P.3d 959 (2008). A trial court abuses its discretion if its decision is manifestly unreasonable or based on untenable grounds or untenable reasons. *In re Marriage of Littlefield*, 133 Wn.2d 39, 46-47, 940 P.2d 1362 (1997).

We review the trial court's findings of fact for substantial evidence. *Herring v. Pelayo*, 198 Wn. App. 828, 832, 397 P.3d 125 (2017). Substantial evidence is “a quantum of evidence sufficient to persuade a rational fair-minded person the premise is true.” *Sunnyside Valley Irrig. Dist. v. Dickie*, 149 Wn.2d 873, 879, 73 P.3d 369 (2003). We treat unchallenged findings of fact as verities on appeal. *In re Marriage of Fiorito*, 112 Wn. App. 657, 665, 50 P.3d 298 (2002).

We defer to the trial court on issues of conflicting evidence, witness credibility, and persuasiveness of the evidence. *City of University Place v. McGuire*, 144 Wn.2d 640, 652, 30 P.3d 453 (2001). Following a bench trial where the trial court has weighed the evidence, we determine only whether the findings are supported by substantial evidence and whether those findings support the conclusions of law. *Herring*, 198 Wn. App. at 832. We review the trial court's conclusions of law de novo. *In re Marriage of Wehr*, 165 Wn. App. 610, 613, 267 P.3d 1045 (2011). An unchallenged conclusion of law becomes the law of the case. *The-Anh Nguyen v. City of Seattle*, 179 Wn. App. 155, 163, 317 P.3d 518 (2014).

In determining whether substantial evidence exists to support a trial court's finding of fact, we review the record in the light most favorable to the party in whose favor the findings were

entered. *In re Marriage of Gillespie*, 89 Wn. App. 390, 404, 948 P.2d 1338 (1997). Here, the trial court entered its findings of fact in favor of Ashley.

B. CHILD VISITATION RESTRICTIONS

Skipper argues that the trial court erred when it restricted his rights to child visitation. The trial court found that “RCW 26.09.191 factors exist and are dispositive with regard to [Skipper] and his parenting time and decision-making.” CP at 176. The trial court also found that Skipper has long-term and “significant mental health issues which affect his behavior and his ability to parent his children.” CP at 154. Based on these findings, the trial court limited Skipper’s visitation with his children to professionally supervised visits. Skipper does not assign error to these findings.

Additionally, Skipper does not challenge the trial court’s finding that he has been “diagnosed with schizoaffective disorder, manic type” and that he is “sporadic in use of his prescribed medication.” CP at 154. He also does not challenge the trial court’s finding that his diagnosis “affect[s] his behavior and his ability to parent.” CP at 154. Unchallenged findings of fact are verities on appeal, and unchallenged conclusions of law become the law of the case. *Nguyen*, 179 Wn. App. at 163.

We hold that substantial evidence supports the trial court’s findings and the trial court did not abuse its discretion when it entered the parenting plan or restricted Skipper’s visitation to professionally supervised visitation.

C. PERMANENT DOMESTIC VIOLENCE PROTECTION ORDER

Skipper argues that the trial court erred when entering the permanent domestic violence protection order because the trial court’s findings in support of the protection order are not

supported by credible evidence. Skipper does not argue that the acts supporting the domestic violence protection order do not meet statutory requirements. Instead, Skipper challenges the trial court's findings of fact supporting the order, arguing that Ashley's testimony about acts of domestic violence was not credible.⁷

The trial court found that Skipper committed "acts of domestic violence against [Ashley] wherein he struck her with a closed fist while driving the family vehicle." CP at 174. The trial court found Ashley "credible with regard to her testimony as to acts of domestic violence aimed at her by [Skipper]." CP at 174. The trial court also found Ashley's fear of Skipper was legitimate, and "there is a legitimate likelihood that [Skipper] will resume acts of domestic violence if & when the order expires." CP at 174.

Skipper's argument is based solely on his perception that Ashley's testimony regarding his acts of domestic violence was not credible. However, we defer to the trial court on issues of conflicting evidence and persuasiveness of the evidence. *McGuire*, 144 Wn.2d at 652. Additionally, "[t]he trial court's credibility findings are not subject to review on appeal." *In re Marriage of DewBerry*, 115 Wn. App. 351, 362, 62 P.3d 525 (2003).

⁷ In the conclusion section of his brief, Skipper states that the permanent domestic violence protection order entered against him was improperly served, implying that he received insufficient service of process. Skipper gives only passing treatment to this assertion. Because Skipper has presented only a conclusory assertion, we do not consider his claim. *State v. Thomas*, 150 Wn.2d 821, 868-69, 83 P.3d 970 (2004).

Here, the trial court's findings are supported by substantial evidence. Ashley testified in detail about Skipper's acts of domestic violence, and the trial court made a specific finding that Ashley's testimony was credible. Additionally, the trial court's findings are further supported by the GAL report, which also disclosed Skipper's domestic violence against Ashley. Moreover, Skipper does not challenge the trial court's other relevant findings that support the protection order, including that Ashley's fear of Skipper was legitimate and there is a legitimate likelihood that Skipper would resume acts of domestic violence if the protection order ever expired.

Substantial evidence supports the trial court's findings of fact, and the findings support the trial court's entry of a permanent domestic violence protection order against Skipper. Accordingly, we reject Skipper's challenge to the trial court's findings in support of the permanent protection order.

III. JUDICIAL BIAS

Skipper challenges the trial court's finding that he was not credible, arguing that the trial court's finding demonstrated clear bias against him. Skipper's argument appears to be an appearance of fairness claim. We reject Skipper's argument.

An alleged violation of the appearance of fairness doctrine is a legal issue we review de novo. *In re Disciplinary Proceeding Against King*, 168 Wn.2d 888, 899, 232 P.3d 1095 (2010). The law does not presume prejudice on the part of the judicial officer. *In re Application of Borchert*, 57 Wn.2d 719, 722, 359 P.2d 789 (1961). A party asserting a violation of the appearance of fairness doctrine must produce sufficient evidence demonstrating bias. *In re Estate of Hayes*, 185 Wn. App. 567, 607, 342 P.3d 1161 (2015).

“A finding that a party lacks credibility does not mean the judge is biased.” *In re Marriage of Rounds*, 4 Wn. App. 2d 801, 808, 423 P.3d 895 (2018). The trial court was entitled to make a credibility finding based on its observations of Skipper, and we do not substitute our judgment for the trial court’s judgment. *In re Marriage of Wilson*, 165 Wn. App. 333, 340, 267 P.3d 485 (2011). Additionally, a careful review of the trial court record does not reveal any instance suggesting that the trial court judge developed a negative personal opinion about Skipper that resulted in any bias or prejudice. Accordingly, we hold that the trial court’s credibility finding does not support an allegation that the trial court was biased or prejudiced against Skipper.⁸

IV. PRESENTATION HEARING

Skipper argues that the trial court erred when it proceeded with the presentation hearing of the final orders because he would be unavailable due to the fact his father was about to die at any time.⁹ We disagree.

When the trial court set a date for the presentation hearing, Skipper objected to the date because his “[d]ad is about to die at any time,” and he will be “really busy.” CP at 328-29. Because Skipper objected to the hearing on the basis of a potential scheduling conflict, the trial court

⁸ Skipper also argued that the trial court demonstrated prejudice against him when it allowed Ashley’s attorney to hand write ““Mr. Kuzior is not credible because he has been diagnosed with schizoaffective”” above his signature line on the final dissolution decree. Br. of Appellant at 8. However, the dissolution decree shows that Ashley’s attorney did not hand write any such statement on the order.

⁹ Skipper also argues that the trial court erred when it proceeded with the presentation hearing of the final orders because it did not afford him an opportunity to seek counsel. However, Skipper did not object to the hearing date on the basis that he desired to retain an attorney for the hearing at the trial court level. Under RAP 2.5(a), we generally do not entertain issues not raised at the trial court level. *State v. Kirkman*, 159 Wn.2d 918, 926, 155 P.3d 125 (2007). We exercise our discretion and do not consider this issue.

instructed Skipper to contact Ashley's attorney or the court if he could not make the date. Further, Skipper attended the hearing, and the record does not reflect whether he contacted Ashley's attorney or the court to request that the hearing be continued. Therefore, we reject Skipper's argument.

V. ATTORNEY FEES AND COSTS

A. AWARD OF FEES AND COSTS FOR SKIPPER'S INTRANSIGENCE

Skipper argues that the trial court erred when it awarded Ashley attorney fees and costs due to his intransigence, and he requests fees on appeal under RAP 18.1. Ashley argues that the trial court did not abuse its discretion when it awarded attorney fees due to Skipper's intransigence because Skipper moved to clarify their settlement agreement and appoint a new GAL based on frivolous grounds. Ashley further requests that we award her fees and costs on appeal based on Skipper's frivolous appeal.

“An award of attorney's fees rests within the sound discretion of the trial court.” *In re Marriage of Buchanan*, 150 Wn. App. 730, 739, 207 P.3d 478 (2009) (quoting *Kruger v. Kruger*, 37 Wn. App. 329, 333, 679 P.2d 961 (1984)). A party is intransigent when he or she is uncompromising, including when a party engages in “foot dragging” and “obstruction” or when the party makes a litigation unduly difficult and increases legal costs by his or her actions. *In re Marriage of Raskob*, 183 Wn. App. 503, 517-18, 334 P.3d 30 (2014) (internal quotation marks omitted) (quoting *In re Marriage of Greenlee*, 65 Wn. App. 703, 708, 829 P.2d 1120 (1992)). This includes litigious behavior, bringing excessive motions, or discovery abuses. *In re Marriage of*

Larson, 178 Wn. App. 133, 146, 313 P.3d 1228 (2013). If intransigence is established, a party may be required to pay attorney fees regardless of his or her resources. *Larson*, 178 Wn. App. at 146.

The trial court awarded Ashley \$5,441.63 in attorney fees and costs for Skipper's intransigence. Leading up to the trial, Skipper filed multiple motions that were based in large part on outlandish accusations that he failed to support with any evidence. Skipper's appeal repeats many of these unsupported accusations, does not present any legitimate issues, and demonstrates litigious behavior. Accordingly, we affirm the trial court's award of attorney fees to Ashley, and we grant Ashley's request for attorney fees on appeal.

B. SKIPPER'S REQUEST FOR ATTORNEY FEES UNDER RAP 18.1

Skipper requests attorney fees on appeal under RAP 18.1 due to his financial need. However, Skipper represented himself on appeal, and self-represented parties generally cannot recover fees. *Price v. Price*, 174 Wn. App. 894, 905, 301 P.3d 486 (2013). Even if Skipper could make a claim for fees, Skipper fails to devote a section of his opening brief or cite applicable law to support his request. RAP 18.1(a), (b). We deny Skipper's request for attorney fees on appeal.

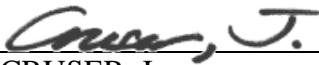
CONCLUSION

We hold that the trial court did not abuse its discretion when it denied Skipper's motion to clarify the CR 2A agreement and the trial court's findings of fact raised on appeal are supported by substantial evidence. We further hold that the trial court did not demonstrate bias and did not err in awarding Ashley attorney fees and costs due to Skipper's intransigence. We affirm the trial

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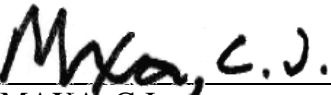
court's dissolution decree, parenting plan, and permanent domestic violence protection order and grant Ashley's request for attorney fees on appeal.

A majority of the panel having determined that this opinion will not be printed in the Washington Appellate Reports, but will be filed for public record in accordance with RCW 2.06.040, it is so ordered.

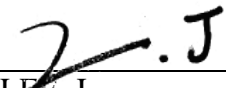


CRUSER, J.

We concur:



MAXA, C.J.



LEE, J.